



CITY OF  
**Tulsa**  
A New Kind of Energy™

## TAC 1041 – Addendum 1

### Body Worn Camera and Data Storage

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04/22/2015

#### Addendum # 1

**Please note the following changes which have been made for clarification to this Competitive Sealed Proposal. This addendum must be listed as Addendum #1 on Form #6 attached hereto and made a part of the CSP package as verification that you have received and are aware of the information contained herein.**

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Due Date of TAC has been extended to May 13, 2015 at 5:00 PM (CDT) at 175 E. 2<sup>nd</sup> St., S# 260, Tulsa, Ok. 74103

**Responses** to Questions asked:

**Question:** Will the data taken from the cameras be stored as Criminal History data?  
**At this time the data from the cameras will be stored as evidence**

**Question:** Will solutions that are CJIS compliant but not CJIS certified be considered?  
**Yes**

**Question:** Will the solution require the offeror to provide support and labor to fulfill CJIS certification and accreditation?  
**It will depend on how much weight is assigned to CJIS certification, however the vendor should include a summary of anticipated costs should this become an issue**

**Question:** Will the camera selection have a wireless download capability requirement?  
**There is no requirement for wireless download; however we are interested in all options**

**Question:** Does the newly acquired system have to work in concert with the Back End Server (BES)?

**It is not a requirement that the proposed storage solution work with the existing Back End Server, but it is preferred if the files from the camera will be compatible with the BES. The BES is capable of storing most non-proprietary file formats**

**Question:** Can the police department provide a list of any of the evaluation criteria and/or metrics that are to be used in the Camera Test Unit Selection's "scoring system"?

**Not at this time**

**Question:** Can the police department provide a list of any of the evaluation criteria and/or metrics that are to be used in the Infrastructure Selection's "scoring system"?

**Not at this time**

**Question:** How will the storage infrastructure be scored independently of the camera solution?

**We are approaching this as if they are two completely separate initiatives. At the end of both examinations we will evaluate compatibility and determine which technologies will independently be best for The City of Tulsa**

**Question:** Will each camera be assigned to an individual officer, or are body cameras shared between multiple officers on separate shifts?

**It is dependent on the capabilities of the specific camera, at this time it is our intention to issue the equipment to specific officers**

**Question:** If an offeror is only providing infrastructure support, and camera testing will be ongoing concurrently with infrastructure selection, will the department provide a list of cameras in testing prior to the infrastructure presentations?

**If a definitive list of devices is available prior to all vendor presentations on infrastructure, The City of Tulsa will provide that list to all vendors**

**Question:** Page 5, Section B - paragraph 3 suggests possible replacement of the Panasonic BES system, which also supports all Tulsa Police vehicle mounted cameras. Should costs for infrastructure capabilities to support vehicle camera storage be separately identified in the "Other costs not identified"?

**If the vendor can provide a solution to replace the current BES, that vendor should prepare a proposal. However, this will not be a requirement of vendors.**

**Question:** Can the PD define an expectation for any training and/or production support for Tulsa's IT Staff?

**At this time, we cannot determine the level of training necessary for each respected product as we are unaware of the complexity of each system. Undoubtedly, training will be essential and should be included in the proposal based on other deployments performed by the vendor.**

**QUESTION:** Do the locations referred to in above paragraph apply to the body worn camera project in regard to where officers will be uploading from? If so, how many locations and what is the network connectivity at each?

**Yes, officers with body worn cameras will be uploading their data at the same locations as the current In-Car camera users. However, we anticipate that the offload may not be wireless and more of a wired connection to the network, either via a computer or otherwise. At this time, I do not anticipate any greater number of offload locations than currently exist, but cannot absolutely guarantee same. From our limited knowledge at this point, I would anticipate that the offloading capabilities might well be more of a wired nature as opposed to wireless.**

**QUESTION:** If one vendor is allowed to make changes after proposals are submitted, will other vendors be given the same opportunity to make the same changes and re-submit adjusted pricing if applicable?

**Whatever flexibility is provided to any one vendor would be provided to all in the name of fairness and equal treatment.**

**QUESTION:** What will be the determining factors on what the city deems to be "acceptable or required" on the above specification list?

**Since body cameras are a new and developing technology, this will be determined through the field testing. TPD personnel will report on the features offered on each system and a determination will be made on which features should be a mandatory feature versus an optional feature. Given the relative "newness" of the technology, we're not yet in a posture to state what is required vs. acceptable. Essentially it's going to be a matter of evaluating the vendors & technology that exist at this point in time & arrive at a "best of breed" response based upon the collective evaluation.**

**QUESTION:** In regard to the Panasonic BES compatibility item, will a vendor who can offer the same capability of video management software but is NOT the Panasonic BES, be given the same scoring as one claiming compliance with the Panasonic BES?

**We realize that the BES is a propriety system through Panasonic, but it is a factor in overall proposals. The scoring will be reflective of the vendor's compatibility with the BES, the cost associated with moving to a sole system, or the cost of operating multiple systems.**

**QUESTION:** If the solution proposed is not compatible with Panasonic BES, will the city maintain two separate video management systems for body worn cameras and in car video?

**Potentially**

**Will a vendor who can offer one management solution that has the ability to manage in car video, body worn camera and interview room be considered?**

**Yes**

**How old are the current Arbitrator in car video systems that are in use?**

**From new to 4 years old**

**QUESTION:** To help us determine the correct amount of storage required for this project, can the City please supply the following information: Number of shifts per day?

**4**

Number of body worn cameras per shift?

**TBD**

Number of hours of video recorded per camera per shift?

**TBD**

Number of days of retention of video (is this 26 months as well)?

**Yes**

Are the videos to be captured in SD or HD format?

**We are looking at all options. The storage & retention of video will to some degree be governed by a combination of offload time requirements, any possible legal dictates, along with overall cost and manageability of storage**

**QUESTION:** In regard to the external viewing of evidence, can the City please elaborate on what is being requested with the “external” viewing of evidence?

**Outside of our intranet. An example would be the District Attorney’s office, who is not connected to our internal network.**

**QUESTION:** Is the wireless upload requirement the same for the body worn cameras?

**NO**

How many locations/stations will the officers be uploading video from the body worn cameras?

**Currently, we would have 7 at the minimum. (3 Patrol Divisions, 1 Detective Division, 1 Support Division, 1 Special Investigation Division, 1 Training Division). May wish to include the radio shop if they are going to be a check out / check in facility as currently exists for laptops & arbitrator equipment**

**QUESTION:** What is the time frame of when the camera will be requested for this review?

**The single review will be requested immediately after the opening of the vendor responses**

**QUESTION:** What is the time frame of when the camera will be requested for this review?

**Within 1 month of the opening of vendor responses**

**QUESTION:** What is the anticipated time frame when of when the project is awarded?

**It is dependent on the number of responses.**

Are vendors to quote local storage or cloud or both if able? If both, will the City consider extending the due date to allow the preparation of two sets of responses? **We are looking at either option.**

**QUESTION:** How many references are required? **Three references for each reference, the following information must be included: Company Name, Contact Name, Address, Phone Number, E-Mail Address, and the nature of their relationship with the Bidder.**

**QUESTION:** A project schedule cannot be supplied until the final scope of work for the project is determined, is this acceptable? (A sample Statement of Work / Schedule can be supplied for review if desired.)

**Agree.**



CITY OF  
**Tulsa**  
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**FORM #6**

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS**

I hereby acknowledge receipt of the following addenda or amendments, and understand that such addenda or amendments are incorporated into the Bid Packet and will become a part of any resulting contract.

List Date and Title/Number of all addenda or amendments: (Write "None" if applicable).

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**Sign Here** ► \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



CITY OF  
**Tulsa**  
*A New Kind of Energy™*

CITY OF TULSA  
FINANCE DEPARTMENT

REQUEST FOR

**COMPETITIVE SEALED PROPOSAL**

**Body Worn Camera and Data Storage**

NIGP Commodity Code(s):

- 840-70** - VIDEO CAMERA-RECORDERS, ACCESSORIES AND PARTS
- 840-69** - VIDEO CAMERA-RECORDERS, ACCESSORIES AND PARTS
- 840-84** - VIDEO AND AUDIO SYSTEMS, ACCESSORIES AND PARTS
- 204-54**- MICROCOMPUTERS, HANDHELD, LAPTOP, AND NOTEBOOK

Submit proposals to:  
Deputy City Clerk  
City of Tulsa  
175 E. 2<sup>ND</sup> St.  
Suite 260  
Tulsa, OK 74103

## I. STATEMENT OF PURPOSE:

The Tulsa Police Department is in search of two solutions in reference to body worn video recording devices. In brief we are looking for vendors to submit a CSP (Competitive Sealed Proposal) for the actual recording device, and a system of downloading archiving and retrieval, or a combination of the two. Vendors are not required to submit for both the camera and the storage system, rather vendors may submit responses for what they can offer.

After the selection process has concluded, the initial expected purchase is for 100 units. After a successful deployment of 100 units, we will continue to expand the program to greater than 500 units.

### **Current Status of the Tulsa Police Department video system**

We have been deploying the Panasonic Arbitrator 360 Mark II in-car video system for a few years now. Once the project is complete we will have 575 Arbitrator systems in deployment. The video is downloaded at various locations via wireless offload then pushed to a central server. Videos are viewed by authorized personnel through client based programs on our computer systems that are tied to our internal network. Currently no mechanism exists to view the video outside of our secured network, such as web sharing with non-employees.

While there is great value with in-car video systems, there is no denying that the application of body worn equipment represents a significant shift in how Law Enforcement uses technology. This technology will enhance how the police department provides service for its citizens and help to protect officers from unwarranted litigation.

## II. INSTRUCTIONS FOR SUBMITTING A PROPOSAL:

### A. General Requirements

1. The proposal **must** be received by **5:00 p.m. on Wednesday, May 13<sup>th</sup>, 2015 Central Daylight Time**. Please seal proposals in an envelope or box clearly labeled "**CSP TAC-1041 Body Worn Camera and Data Storage**."

Proposals arriving late will be returned unopened.

2. Proposals must be delivered to:

**Deputy City Clerk  
City of Tulsa  
175 E. 2<sup>nd</sup> St.  
Suite 260  
Tulsa, OK 74103**

3. All interested Respondents (Sellers) are required to register with the Senior Buyer, Sondia Bell, in order to receive updates, addenda or



any additional information required. The City is not responsible for any failure to register.

4. Inquiries to the Buyer requesting clarification regarding this CSP request or the content herein must be made via e-mail and must be received prior to the end of the business day on **April 29<sup>th</sup>, 2015**.

**Sondia Bell, Senior Buyer**  
**SondiaBell@cityoftulsa.org**

Any questions regarding this CSP request will be handled as promptly and as directly as possible. If a question requires only clarification of CSP request instructions or specifications, it will be handled via e-mail, or verbally. If any question results in material changes or additions to the CSP request, those changes or additions will be forwarded to all registered Respondents as quickly as possible by addendum.

5. Respondents shall designate a contact person, with appropriate contact information, to address any questions concerning a proposal. Respondents shall also state the name and title of individuals who will make final decisions regarding contractual commitments and have legal authority to execute a contract on the Respondent's behalf.

**B. General Notifications**

1. With this Competitive Sealed Proposal request, the City reserves the right to do the following:
  - a. To conduct oral or written discussions with Respondents, after proposals are received, concerning technical and Price aspects of the proposals and/or to allow Respondents to revise their proposals, including Price;
  - b. To evaluate, after proposals are received, the relative abilities of Respondents to perform, including their technical or professional experience and/or expertise;
  - c. To conduct a comparative evaluation, after proposals are received, of the differing Price, service, quality, contractual factors, technical content and/or technical and performance capability of the proposals;
  - d. To negotiate mutually agreeable terms in a contract;
2. The City of Tulsa notifies all possible Respondents that no person shall be excluded from participation in, denied any benefits of, or otherwise discriminated against in connection with the award and performance of any contract on the basis of race, religious creed, color, national origin, ancestry, physical disability, sex, age, ethnicity, or on any other basis prohibited by law.

3. All Respondents shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination.
4. All Respondents shall comply with the Americans with Disabilities Act (ADA) and all proposals and any subsequent contract shall include the following statement:

“Contractor shall take the necessary actions to ensure its operations in performance of this contract and its employment practices are in compliance with the requirements of the Americans with Disabilities Act.”

It is understood that the program of the Respondent is not a program or activity of the City of Tulsa. The Respondent agrees that its program or activity will comply with the requirements of the ADA. Any costs of such compliance will be the responsibility of the Respondent. Under no circumstances will the Respondent conduct any activity which it deems to not be in compliance with the ADA.

5. Although it is the City’s intent to choose only the most qualified Respondents to interview, the City reserves the right to choose any number of qualified finalists for interview and/or final selection.
6. This Competitive Sealed Proposal request does not commit the City of Tulsa to pay any costs incurred in the submission of a proposal or the costs incurred in making necessary studies and designs for preparation thereof, or contract for service or supplies.

### **III. SCOPE OF WORK – VENDOR RESPONSE OPTIONS**

- A. Body Camera Device  
This will be the actual recording device attached to the officer
- B. Downloading, archiving, and retrieval of recorded videos  
The infrastructure necessary to support the media captured on the body worn device, this could come in the form of a software application to an entire storage process.
- C. A combination of both of the above items

#### **A. Body Worn Video Recording Device**

After conducting preliminary research, we discovered many options exist for the hardware portion of this CSP. It is our intention to use this CSP to gather product information through the vendor network and use that information to select the product that best suits the needs of the Tulsa Police Department.

At this time, we don't have any specific requirements for the device itself. At a minimum, vendors must provide the following information along with their proposal and any promotional materials.

- IP Rating of the device
- Field of view in degrees
- Standby battery life
- Constant record battery life at most demanding setting
- Video resolution
- Video format
- Connection type (i.e. micro USB, mini USB, proprietary)
- GPS (Yes/No)
- Pre-Event recording (Yes/No)
- Storage media
- Removable storage (Yes/No)
- Replaceable battery (Yes/No)
- Panasonic Arbitrator Back End Server compatible (Yes/No) This is not a requirement for submission

## **B. Infrastructure for captured video**

We are currently using the Panasonic Back-End Server to store, catalog, and retrieve video captured from our In-Car camera system. Videos, herein referred to as "evidence", are stored on the Video Processing Unit in our police cars. When the officer arrives at a pre-determined offload location, the evidence is wirelessly transferred via a Wireless Access Point to the Panasonic Back End Server (BES). All of the metadata is kept with the evidence and stored on the BES for no less than 26 months.

For the purposes of this process, metadata is described as all pertinent information about the evidence. This would include Officer Information, GPS location, Speed, Date and Time, etc.

The BES is capable of receiving multiple non-proprietary video sources (i.e. MOV, MPG, AVI, WMV). All of the metadata from the in-car camera system is retained with the evidence file and can be exported upon request. Police personnel can view evidence from any computer attached to the network.

While the BES does fit our needs as a repository for all video storage, it does not retain the metadata with non-Panasonic devices.

Here are some of the characteristics of a system that would either compliment or replace the current BES.

- Storage of non-proprietary files (video, audio, still images)
- Local or Cloud based storage

- Granular levels of access
- CJIS compliant
- Ability to add information in a fashion similar to what the BES offers
- Viewing of evidence based on Active Directory credentials
- Internal and external viewing of evidence
- An FTP component for sharing evidence

**C. A combination of I & II**

If your company offers both a camera and an infrastructure solution please respond accordingly.

Satisfy the requirements in section I & II with a quote for each component as if we were just acquiring them separately from your company.

If you offer incentives for the acquisition of a combination of section I & II then prepare a third quote illustrating the difference in pricing and features if we were to choose said option.

**IV. TIME FRAME FOR REVIEW:**

**Phase I – Selection Process**

- Vendors have 6 weeks from posting date to reply to this CSP
- All questions regarding the technical specifications will be directed to:  
Sondia Bell, Senior Buyer  
[Sondiabell@cityoftulsa.org](mailto:Sondiabell@cityoftulsa.org)  
918-596-7561
- Contract questions will be directed to the City of Tulsa Purchasing Department
- Once all of the responses have been received vendors will be notified if they have moved into phase II of the acquisition

**Phase II – Camera Test Unit Selection**

- Vendors will be contacted to submit a single camera unit for a tabletop review
- A committee comprised of no less than 8 members of the Tulsa Police Department and varied members of the Information Technology Division will evaluate the single unit
- A scoring system will be utilized to determine if the camera will be moved to the next field testing phase
- If your camera is selected for field testing, the vendor will be required to furnish 10 units ready for deployment
- 4 separate test groups comprised of 10 officers and supervisors will perform field testing

- Each camera will be tested and graded for a minimum of 10 full shifts per test group
- At the conclusion of field testing each camera will have 40 separate scores from the field
- Expect that your camera will be with the City of Tulsa for 3 to 4 months of rigorous field testing
- Any vendor who does not provide units for testing will be eliminated from this CSP
- At the conclusion of all testing all scores, testimony, and recommendations will be presented to the Chief of Police
- The Chief of Police will make the final determination of the product selected

### **Phase III – Infrastructure Selection**

- Infrastructure selection will coincide with camera field testing
- Vendors will be contacted to present their proposal for the infrastructure on a date and time agreeable by both the City of Tulsa and the vendor
- The presentation can be on location or via video conference
- Vendors will be scored on their proposals in a similar fashion to the camera testing
- If the vendor is unable to provide a presentation on the scheduled date a second date will be established for the presentation
- If the vendor fails to provide a presentation on the second date, issues outside of the control of the vendor notwithstanding, that vendor will be removed from the CSP

## **V. RESPONDENT AND PROPOSAL REQUIREMENTS**

To be considered, interested Respondents should submit or address the following:

- A.** One (1) unbound original and 2 bound copies of the proposal plus one electronic (1) copy on CD, DVD, or flash drive.
- B.** A description of the Respondent's qualifications and experience and that of key personnel assigned to this project (and that of each firm proposed as part of the Respondent's team). It is noted that equipment, material and staff shall be provided by the Respondent.
- C.** A description of previous projects that Respondent's firm has conducted for organizations of similar size and complexity. Provide contact names and telephone numbers of references from these organizations.
- D.** Provide a project schedule, identifying beginning and ending dates of work, as well as project target dates.
- E.** At the discretion of the City, one or more Respondents may be invited to be interviewed for purposes of clarification or discussion of the proposal.

- F. Any expenses incurred by the Respondent(s) in appearing for an interview or in any way providing additional information as part of the response to this Competitive Sealed Proposal request are solely the responsibility of the Respondent. The City of Tulsa is not liable for any costs incurred by Respondents in the preparation of proposals or any work performed by the Respondent prior to the approval of an executed contract by the City of Tulsa. The City assumes no responsibility or liability for any costs you may incur in responding to this CSP request, including attending meetings or contract negotiations.

**VI. EVALUATION OF PROPOSALS:**

Selection shall be determined to be in the best interest of the City as evaluated by the City of Tulsa. The approval of the selected Respondent will be subject to the final determination of the City and will be contingent on the successful completion of a contract between the City and the successful Respondent.

**VII. AWARD OF PROPOSALS:**

The City evaluates proposals based on the general criteria identified in Tulsa Revised Ordinance (TRO) Title 6, Chapter 4, and listed below:

1. The ability, capacity and skill of the Respondent to perform the contract or provide the service required,
2. Whether the Respondent can perform the contract or provide the service promptly or within the time specified, without delay or interference,
3. The character, integrity, reputation, judgment, experience and efficiency of the Respondent,
4. The quality of performance by Respondent of previous contracts or services,
5. The previous and existing compliance by the Respondent with laws and ordinances relating to the contract or service,
6. The sufficiency of the financial resources and ability of the Respondent to perform the contract or provide the service,
7. The quality, availability and adaptability of the Services offered by Respondent to the particular use required,
8. The ability of the Respondent to provide future maintenance, support and service related to Respondent's offer,
9. Where an earlier delivery date would be of great benefit to the Using Department, the date and terms of delivery may be considered in the Proposal award,

10. The degree to which the Proposal submitted is complete, clear, and addresses the requirements in the CSP request specifications,

11. If a point system has been utilized in the CSP request specifications, the number of points earned by the Respondent.

12. The total cost of ownership, including the costs of supplies, materials, maintenance, and support necessary to perform the item's intended function.

13. If an evaluation committee performs the evaluation, the recommendation of such committee.

## **VIII. MISCELLANEOUS**

- A.** Your response to this CSP request and any subsequent correspondence related to this proposal process will be considered part of the contract, if one is awarded to you.
- B.** All data included in this CSP request, as well as any attachments, are proprietary to the City of Tulsa.
- C.** The use of the City of Tulsa's name in any way as a potential customer is strictly prohibited except as authorized in writing by the City of Tulsa.
- D.** Your proposal must clearly indicate the name of the responding organization, including the Respondent's e-mail address and web site information, if applicable, as well as the name, address, telephone number and e-mail address of the organization's primary contact for this proposal. Your proposal must include the name, address, telephone number and e-mail address of the Respondent and/or team of Respondents assigned to the City account.
- E.** The City is bound to comply with Oklahoma's Open Records Act, and information submitted with your proposal, with few exceptions, is a matter of public record. For specifics, see the provisions of the City of Tulsa Open Records Policy, available via the following link:

[www.cityoftulsa.org/OurCity/documents/OpenRecordsActPolicy.pdf](http://www.cityoftulsa.org/OurCity/documents/OpenRecordsActPolicy.pdf)

The City shall not be under any obligation to return any materials submitted in response to this CSP request.

- F.** The City expects to enter into a written Agreement with the chosen Respondent that will incorporate this CSP request and your proposal. In addition to any terms and conditions included in this CSP request, the City may include in the Agreement other terms and conditions as deemed necessary.

**INTEREST AFFIDAVIT**

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, of lawful age, being first duly sworn, state that I am the agent authorized by Seller to submit the attached Proposal. Affiant further states that no officer or employee of the City of Tulsa either directly or indirectly owns a five percent (5%) interest or more in the Respondent's business or such a percentage that constitutes a controlling interest. Affiant further states that the following officers, including any Trustee, and/or employee of the City of Tulsa own an interest in the Respondent's business which is less than a controlling interest, either direct or indirect.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Signature

Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

Notary Public

My Commission Expires: \_\_\_\_\_

Notary Commission Number: \_\_\_\_\_

County & State Where Notarized: \_\_\_\_\_

**The Affidavit must be signed by an authorized agent and notarized**



**NON-COLLUSION AFFIDAVIT**

(Required by Oklahoma law, 74 O.S. §85.22-85.25)

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, of lawful age, being first duly sworn, state that:

**(Seller's Authorized Agent)**

- 1. I am the authorized agent of Seller herein for the purposes of certifying facts pertaining to the existence of collusion between and among Respondents and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the Proposal to which this statement is attached.
- 2. I am fully aware of the facts and circumstances surrounding the making of Seller's Proposal to which this statement is attached, and I have been personally and directly involved in the proceedings leading to the submission of such Proposal; and
- 3. Neither the Seller nor anyone subject to the Seller's direction or control has been a party:
  - a. to any collusion among Respondents in restraint of freedom of competition by agreement to Propose at a fixed price or to refrain from responding,
  - b. to any collusion with any municipal official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
  - c. in any discussions between Respondents and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

By: \_\_\_\_\_

Signature

Title: \_\_\_\_\_

\_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

Notary Public

My Commission Expires: \_\_\_\_\_

Notary Commission Number: \_\_\_\_\_

County & State Where Notarized: \_\_\_\_\_

**The Affidavit must be signed by an authorized agent and notarized**

**AFFIDAVIT OF CLAIMANT**

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

The undersigned person, of lawful age, being first duly sworn on oath, says that all invoices to be submitted pursuant to this agreement with the City of Tulsa will be true and correct. Affiant further states that the work, services or material furnished will be completed or supplied in accordance with the plans, specifications, orders, requests and/or contract furnished or executed by the affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer, or employee of the City of Tulsa, or of any public trust where the City of Tulsa is a beneficiary, of money or any other thing of value to obtain payment of the invoice or procure the contract or purchase order pursuant to which an invoice is submitted. Affiant further certifies that (s)he has complied with all applicable laws regarding equal employment opportunity.

Company: \_\_\_\_\_  
\_\_\_\_\_

Remit to  
Address: \_\_\_\_\_

City, State  
Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Name (print): \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

My commission number: \_\_\_\_\_

County and State where notarized: \_\_\_\_\_

**The Affidavit must be signed by an authorized agent and  
notarized**

## RESPONDENT INFORMATION SHEET

**Respondent's Legal Name:** \_\_\_\_\_

(Must be Respondent's company name exactly as reflected on its organizational documents, filed with the state in which Respondent is organized; not simply a DBA.)

**State of Organization:** \_\_\_\_\_

**Respondent's Type of Legal Entity: (check one)**

- |  |  |
|--|--|
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Limited Liability Company     |
| <input type="checkbox"/> Partnership         | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Corporation         |  |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Other: _____                  |

**Address:** \_\_\_\_\_

Street

City

State

Zip

**Website Address:** \_\_\_\_\_ **Email Address:** \_\_\_\_\_

**Sales Contact:**

Name: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**Legal or Alternate Sales Contact:**

Name: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**TOTAL COST FOR ALL REQUIRED EQUIPMENT, SERVICES, AND NECESSARY MUST BE INCLUDED HERE.**

**PRICE SHEET SUMMARY**

Bidders must include the total cost of their proposals. Enter the cost in the appropriate spaces.

<b>Total cost of proposal</b>				
<b>Component</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit price</b>	<b>Extended price</b>
<b>A. Body Camera Device</b>				
Year 1	Each	100		
Year 2	Each	100		
Year 3	Each	100		
Year 4	Each	100		
Year 5	Each	100		
<b>B. Downloading, archiving, and retrieval device</b>				
Year 1	Each	1		
Year 2	Each	1		
Year 3	Each	1		
Year 4	Each	1		
Year 5	Each	1		
<b>C. Other cost not identified above</b>				
<b>TOTAL EXTENDED COST FOR YEAR 1. A &amp; B &amp; C</b>	\$			
<b>TOTAL EXTENDED COST FOR YEAR 2. A &amp; B &amp; C</b>	\$			
<b>TOTAL EXTENDED COST FOR YEAR 3. A &amp; B &amp; C</b>	\$			
<b>TOTAL EXTENDED COST FOR YEAR 4. A &amp; B &amp; C</b>	\$			
<b>TOTAL EXTENDED COST FOR YEAR 5. A &amp; B &amp; C</b>	\$			

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

## City of Tulsa General Contract Terms

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It is anticipated that the City of Tulsa will enter into a contract with the selected Respondent for an initial term ending one (1) year from the date of its execution by the City's Mayor, with four (4) one-year renewals available at the option of the City. Contracts entered into by the City of Tulsa generally include, but are not limited to, the following terms:

1. **Renewals.** Contractor understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Agreement. The continuing purchase by City of the Services set forth in this Agreement is subject to City's needs and to City's annual appropriation of sufficient funds in City's fiscal year (July 1<sup>st</sup> to June 30<sup>th</sup>) in which such Services are purchased. In the event City does not appropriate or budget sufficient funds to perform this Agreement, this Agreement shall be null and void without further action by City.
2. **No Indemnification or Arbitration by City.** Contractor understands and acknowledges that City is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, City shall not indemnify nor hold Contractor harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys' fees and costs. In addition, Contractor shall not limit its liability to City for actual loss or direct damages for any claim based on a breach of this Agreement and the documents incorporated herein. City reserves the right to pursue all legal and equitable remedies to which it may be entitled. City will not agree to binding arbitration of any disputes.
3. **Intellectual Property Indemnification by Contractor.** Contractor agrees to indemnify, defend, and save harmless City and its officers, employees and agents from all suits and actions of every nature brought against them due to the use of patented, trademarked or copyright-protected appliances, products, materials or processes provided by Contractor hereunder. Contractor shall pay all royalties and charges incident to such patents, trademarks or copyrights.
4. **General Liability.** Contractor shall hold City harmless from any loss, damage or claims arising from or related to the performance of the Agreement herein. Contractor must exercise all reasonable and customary precaution to prevent any harm or loss to all persons and property related to this Agreement.
5. **Liens.** Pursuant to City's Charter (Art. XII, §5), no lien of any kind shall exist against any property of City. Contractor agrees to indemnify and hold the City harmless from all claims, demands, causes of action or suits of whatever nature arising out of the services, labor, and material furnished by Contractor or Contractor's subcontractors under the scope of this Agreement.
6. **No Confidentiality.** Contractor understands and acknowledges that City is subject to the Oklahoma Open Records Act (51 O.S. §24A.1 *et seq.*) and therefore cannot assure the confidentiality of contract terms or other information provided by Contractor pursuant to this Agreement that would be inconsistent with City's compliance with its statutory requirements there under.
7. **Compliance with Laws.** Contractor shall be responsible for complying with all applicable federal, state and local laws. Contractor is responsible for any costs of such compliance. Contractor shall take the necessary actions to ensure its operations in performance of this contract and its employment practices are in compliance with the requirements of the Americans with Disabilities Act. Contractor certifies that it and all of its subcontractors to be used in the performance of this agreement are in compliance with 25 O.S. Sec. 1313 and

participate in the Status Verification System. The Status Verification System is defined in 25 O.S. Sec. 1313 and includes, but is not limited to, the free Employee Verification Program (E-Verify) available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).

8. **Right to Audit.** The parties agree that books, records, documents, accounting procedures, practices, price lists or any other items related to the Services provided hereunder are subject to inspection, examination, and copying by City or its designees. Contractor shall retain all records related to this Agreement for the duration of the contract term and a period of three years following completion and/or termination of the contract. If an audit, litigation or other action involving such records begins before the end of the three year period, the records shall be maintained for three years from the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.
9. **Governing Law and Venue.** This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principles, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Tulsa County, Oklahoma and each party waives any objection to such venue.
10. **No Waiver.** A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.
11. **Entire Agreement/No Assignment.** This Agreement and any documents incorporated herein constitute the entire agreement of the parties and supersede any and all prior agreements, oral or otherwise, relating to the subject matter of this Agreement. This Agreement may only be modified or amended in writing and must be signed by both parties. Notwithstanding anything to the contrary herein, the City does not agree to the terms of any future agreements, revisions or modifications that may be required under this Agreement unless such terms, revisions or modifications have been reduced to writing and signed by both parties. Contractor may not assign this Agreement or use subcontractors to provide the Goods and/or Services without City's prior written consent. Contractor shall not be entitled to any claim for extras of any kind or nature.
12. **Equal Employment Opportunity.** Contractor shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination

**The undersigned agrees to the inclusion of the above provisions, among others, in any contract with the City of Tulsa.**

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_