

Request for

Competitive Sealed Proposal

TAC971A Arbitrage/Rebate Calculation Services Addendum 1

NIGP Commodity Code(s):

918-04 Accounting/Auditing/Budget Consulting

946-30 Cash/Securities and Bonding Services

946-38 Custom Brokerage Services (Incl. Stock and Bonds)

Submit proposals (sealed) to:

Deputy City Clerk

City of Tulsa

175 E. 2ND St.

Suite 260

Tulsa, OK 74103



CITY OF
Tulsa
A New Kind of Energy.

Issued December 19, 2019

Addendum #1

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

CHANGES/QUESTIONS/CLARIFICATION:

CHANGE:

1. The Schedule date for Attachment A has been corrected to November 30, 2019
2. The Schedule of Fees by current agreement was added as Appendix A

QUESTIONS/CLARIFICATION:

1. **Question: What has historically been the City's budget for arbitrage services?**
Response: Budget equals total amount of contract; a product of the rate per debt issue and number of debt issues.
2. **Question: Who is the City's current arbitrage consultant?**
Response: AMTEC Corporation
3. **Question: The City is seeking reports through March 31, with reports to be delivered by May 15. By what date would you be able to provide the investment data?**
Response: On or before April 15 of each year.
4. **Question: Are the debt service funds associated with the bonds considered a bona fide account (basically clearing out to a low balance annually)?**
Response: Yes
5. **Question: Has the City gone out to RFP for these services for reasons other than a periodic requirement?**
Response: No
6. **Question: What are the current Consultant's fees for an annual calculation?**
Response: The current fee schedule is attached
7. **Question: For what reasons, other than fee, would the City choose a new provider?**
Response: Quality and professional reputation of the bidder.
8. **Question: Can the cumulative liabilities calculated by your current consultant be relied upon as a starting point for future computations?**
Response: Yes
9. **Question: Are bond proceeds deposited with a Trustee or managed by the City?**
Response: The City Revenue Bonds and Capital Improvements bond proceeds are deposited at trustee banks. GO bonds are deposited in a pooled cash arrangement with the City. Investments with both the trustee bank accounts and the pooled cash account are managed by the City.
10. **Question: Has the City ever had a bond audited by the IRS?**
Response: Yes; however, no additional liability resulted from the process.

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I. STATEMENT OF PURPOSE:

With this Competitive Sealed Proposal (CSP) request, we are searching to secure arbitrage / rebate calculation services for certain long-term bond issues and notes of the City of Tulsa ("City") and related Authorities that are subject to arbitrage rebate provisions of the 1986 Tax Reform Act.

We enthusiastically look forward to receiving your proposal.

II. INSTRUCTIONS FOR SUBMITTING A PROPOSAL:

A. General Requirements

1. The proposal **must** be received by **5:00 p.m. on Wednesday, January 08, 2020, Central Standard Time**. Proposals must be sealed in an envelope or box clearly labeled **"TAC-971A, Arbitrage/Rebate Calculation Services"**. Proposals arriving late will be returned unopened.
2. Proposals must be delivered sealed to:

**Deputy City Clerk
City of Tulsa
175 E. 2nd St.
Suite 260
Tulsa, OK 74103**
3. All interested Respondents (Sellers) are required to register with the Buyer, 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 **December 18, 2019**.

Terry Thomas, Senior Buyer
tthomas@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.

6. Proposals will be opened on the morning after the due date, at 8:30am, at the:

**Standards, Specifications, and Awards Committee Meeting
175 East 2nd Street, 2nd Floor
City Council Chamber**

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. BACKGROUND:

A. Investment of Proceeds

The City manages its own investment pool. Gross proceeds of general obligations debt are pooled and invested in the City's investment pool. Monthly reports are available showing the allocation of investments earnings based on average monthly balances. The City utilizes the service of bank trustees for all other revenue bond issues and promissory note issues subject to arbitrage regulations.

B. Accounting System

The City uses Tyler Technologies Munis general ledger software. Proceeds are tracked in an Excel spreadsheet.

The City uses an elected bond year with an ending date of March 31 for calculating proceeds.

There are no issues with variable rates, no integrated swaps nor transferred proceeds.

There are no comingled bonds proceeds other than general obligation debt.

IV. SCOPE OF WORK:

- A. The Respondent shall assist the City with Internal Revenue Service (IRS) inquiries or audits.
- B. The Respondent shall provide direction to City staff as necessary regarding matters related to the Rebate Provision.
- C. The Respondent shall Retain records and documentation at least six (6) years after the issue's final maturity.
- D. The Respondent shall Provide timely memoranda summarizing newly issued regulations, rulings, court decisions and United States Treasury Department announcements regarding rebate rules and describe their applicability to each bond issue.

V. DELIVERABLES:

The products, reports, and plans to be delivered to the City will include:

- A.** An Annual or 5-year Anniversary Rebate Computation Report for each bond issue documenting the calculations. One copy of each report shall be delivered in printed form; a second copy is required as a PDF file transmitted electronically.
 - 1. Annual reports will have a March 31 calculation date and should be received by the City on or before May 15th of each year.
 - 2. Five-year anniversary reports must be received within 45 days of the anniversary date (in order to meet the sixty (60) day statutory period).
 - 3. For each issue the Respondent is to:
 - a) Calculate the bond yield.
 - b) Calculate the excess investment earnings, if any, of required rebate to the federal government within the legally permitted time-period.
 - 4. An executive summary identifying the method used, major assumptions, conclusions and any recommendations for improvements in arbitrage compliance procedures that may be noted as work is performed.
- B.** IRS forms and supporting attachments to accompany any required payments to the federal government.
- C.** A Final Report to be issued annually for all issues subject to rebate.

VI. RESPONDENT AND PROPOSAL REQUIREMENTS

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

- A.** One (1) unbound original and four (4) bound copies of the proposal plus one electronic (1) copy on CD, DVD, or USB 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.
 - 1. An overview of the firm including:
 - a. name of corporate officer primarily responsibility for this contract.
 - b. identification as a female and/or minority owned business, if applicable.
 - c. name of contact person.
 - d. signature of corporate officer and contact person if different.
 - 2. A description of the firm's qualifications for performing this type of service.
 - 3. A brief description of your firm's approach, methodology or other important factors that would assist us in determining the quality and accuracy of your work. If you have a sample analysis performed for

another agency, and can include it, that may be very helpful in our review.

4. Designate the individual(s) who will be working on day-to-day activities with City staff. Include a brief description of their background, experience, office location, and accessibility.
 5. The key individuals from your firm who will be directly responsible for carrying out the contract must have substantial and relevant experience with compliance with the Arbitrage and Rebate provisions of the 1986 Tax Reform Act as amended and associated regulations and must provide a professional resume.
 6. A detailed description of the information and assistance your firm will require from City staff in completing the arbitrage calculations. Include your needs for bond issuance and investment information, and any special reports that may be required.
 7. Describe your firm's ability and availability for future and/or additional rebate provision services, i.e., new bond issues subject to rebate.
- C. A description of three (3) previous comparable 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. 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.
- E. 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.
- F. A cost proposal which includes:
1. an annual price for EACH bond issue and,
 2. an annual Total Cost Not to Exceed for all bond issues combined.
 3. a method of adjusting the cost of services as the City issues or retires debt. The method should approximate the cost of comparable issue which exists in Exhibit A
- G. Proposals must include all services provided to meet or exceed the deliverables and scope of work contained herein and must be for full services which will include the entry of data from City and trustee records

VII. EVALUATION OF PROPOSALS:

A panel consisting of not less than three (3) City of Tulsa employees will evaluate 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.

1. The Bidder's overall experience and qualifications in providing the services requested and expertise of the Bidder's staff assigned to this account.....Maximum 30 points
2. The Bidder's ability to complete the project within the time frame specified.....Maximum 25 points
3. References.....Maximum 20 points
4. Fees and costs.....Maximum 25 points

VIII. TIME FRAME FOR REVIEW:

The time frame for review of proposals is expected to be three (3) to six (6) weeks, but the City reserves the right to vary the period as necessary to meet its objectives. At the discretion of the City, one or more Respondents may be invited to be interviewed for purposes of clarification or discussion of their proposals.

IX. 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.

X. MISCELLANEOUS:

- A. Your response to this CSP request 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 on the Oklahoma Open Records Act, see the link below:

<https://libraries.ok.gov/law-legislative-reference/library-laws/statutes-open-records/>

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

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.

(THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK)

INTEREST AFFIDAVIT

STATE OF _____)
) ss.

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 _____)

) ss.

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 _____)

) ss.

COUNTY OF _____)

The undersigned, of lawful age, being first duly sworn, on oath says that this contract is true and correct. Affiant further states that the work, services or materials will be completed or supplied in accordance with the contract, plans, specifications, orders or requests furnished the affiant. Affiant further states that (s)he has made no payment directly or indirectly of money or any other thing of value to any elected official, officer or employee of the City of Tulsa or any public trust of which the City is a beneficiary to obtain or procure the contract or purchase order.

By: _____

Signature

Name: _____

Company: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

Notary Commission Number: _____

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

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).

Sign Here ►

Printed Name: _____

Title: _____

Date: _____

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)

- () Sole Proprietorship () Limited Liability Company
() Partnership () Limited Liability Partnership
() Corporation
() Limited Partnership () 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: _____

Attachment "A"

Schedule as of November 30, 2019

Description	Issue Amount
General Obligation Bonds	
General Obligation Bonds, Refunding Series 2009B	\$ 20,745,000
General Obligation Bonds, Series 2010	\$ 70,000,000
General Obligation Bonds, Refunding Series 2011A	\$ 21,105,000
General Obligation Bonds, Series 2013	\$ 45,000,000
General Obligation Bonds, Refunding Series 2013A	\$ 32,280,000
General Obligation Bonds, Series 2014	\$ 50,000,000
General Obligation Bonds, Refunding Series 2014A	\$ 16,305,000
General Obligation Bonds, Series 2015	\$ 70,000,000
General Obligation Refunding Bonds, Series 2015A	\$ 45,420,000
General Obligation Bonds, Series 2016	\$ 57,000,000
General Obligation Bonds, Series 2017	\$ 78,000,000
General Obligation Refunding Bonds, Series 2017A	\$ 33,355,000
General Obligation Bonds, Series 2020 (planned issuance)	\$ 90,000,000
	<u>\$ 629,210,000</u>
Tulsa Public Facilities Authority	
TPFA Capital Improvements Revenue Bonds, Series 2012	\$ 10,900,000
TPFA Lease Revenue Bonds, Refunding Series 2017A	\$ 34,185,000
TPFA Capital Improvements Revenue Bonds, Series 2017	\$ 115,300,000
TPFA Capital Improvements Revenue Bonds, Series 2018	\$ 118,100,000
	<u>\$ 278,485,000</u>
Tulsa Parking Authority	
TPA Parking Revenue Bonds, Refunding Series 2012	\$ 17,860,000
	<u>\$ 17,860,000</u>
Tulsa Metropolitan Utility Authority Promissory Notes	
OWRB Promissory Note, Series 2010B	\$ 29,380,000
OWRB Promissory Note, Series 2011B	\$ 14,275,000
OWRB Promissory Note, Series 2012B	\$ 11,355,000
OWRB Promissory Note, Series 2013B	\$ 27,605,000
OWRB Promissory Note, Series 2014B	\$ 10,180,000
OWRB Promissory Note, Series 2014C	\$ 17,735,000
	<u>\$ 110,530,000</u>
Tulsa Metropolitan Utility Authority Revenue Bonds	
TMUA Utility Revenue Bonds, Refunding Series 2013	\$ 61,280,000
TMUA Utility Revenue Bonds Series 2014	\$ 17,825,000
TMUA Utility Revenue Bonds, Refunding Series 2015	\$ 9,940,000
TMUA Utility Revenue Bonds Series 2016A	\$ 16,565,000
TMUA Utility Revenue Bonds Series 2016B	\$ 10,885,000

Attachment "A"

Schedule as of November 30, 2019

Description	Issue Amount
TMUA Utility Revenue Bonds, Refunding Series 2016C	\$ 34,810,000
TMUA Utility Revenue Bonds, Refunding Series 2017A	\$ 27,765,000
TMUA Utility Revenue Bonds Series 2018A	\$ 11,850,000
TMUA Utility Revenue Bonds, Refunding Series 2019A	\$ 18,705,000
TMUA Utility Revenue Bonds Series 2019B	\$ 12,430,000
TMUA Utility Revenue Bonds Series 2020 (planned issuance)	\$ 26,000,000
	<u>\$ 248,055,000</u>
	<u><u>\$ 1,284,140,000</u></u>

Price Sheet Summary

EXHIBIT A

Annual price for each. (Section 1)

General Obligation Bonds

General Obligation Bonds, Refunding Series 2009B	\$
General Obligation Bonds, Series 2010	\$
General Obligation Bonds, Refunding Series 2011A	\$
General Obligation Bonds, Series 2013	\$
General Obligation Bonds, Refunding Series 2013A	\$
General Obligation Bonds, Series 2014	\$
General Obligation Bonds, Refunding Series 2014A	\$
General Obligation Bonds, Series 2015	\$
General Obligation Refunding Bonds, Series 2015A	\$
General Obligation Bonds, Series 2016	\$
General Obligation Bonds, Series 2017	\$
General Obligation Refunding Bonds, Series 2017A	\$
General Obligation Bonds, Series 2020 (planned issuance)	\$
TOTAL ANNUAL PRICE FOR ALL GENERAL OBLIGATION BONDS:	\$

Annual price for each. (Section 2)

Tulsa Public Facilities Authority

TPFA Capital Improvements Revenue Bonds, Series 2012	\$
TPFA Lease Revenue Bonds, Refunding Series 2017A	\$
TPFA Capital Improvements Revenue Bonds, Series 2017	\$
TPFA Capital Improvements Revenue Bonds, Series 2018	\$
TOTAL ANNUAL PRICE FOR ALL TULSA PUBLIC FACILITIES AUTHORITY BONDS:	\$

Annual price for each. (Section 3)

Tulsa Parking Authority

TPA Parking Revenue Bonds, Refunding Series 2012	\$
TOTAL ANNUAL PRICE FOR ALL TULSA PARKING AUTHORITY BONDS:	\$

Annual price for each. (Section 4)
Tulsa Metropolitan Utility Authority Promissory Notes

OWRB Promissory Note, Series 2010B	\$
OWRB Promissory Note, Series 2011B	\$
OWRB Promissory Note, Series 2012B	\$
OWRB Promissory Note, Series 2013B	\$
OWRB Promissory Note, Series 2014B	\$
OWRB Promissory Note, Series 2014C	\$
TOTAL ANNUAL PRICE FOR ALL TULSA METROPOLITAN UTILITY AUTHORITY PROMISSORY NOTES:	\$

Annual price for each. (Section 5)
Tulsa Metropolitan Utility Authority Revenue Bonds

TMUA Utility Revenue Bonds, Refunding Series 2013	\$
TMUA Utility Revenue Bonds Series 2014	\$
TMUA Utility Revenue Bonds, Refunding Series 2015	\$
TMUA Utility Revenue Bonds Series 2016A	\$
TMUA Utility Revenue Bonds Series 2016B	\$
TMUA Utility Revenue Bonds, Refunding Series 2016C	\$
TMUA Utility Revenue Bonds, Refunding Series 2017A	\$
TMUA Utility Revenue Bonds Series 2018A	\$
TMUA Utility Revenue Bonds, Refunding Series 2019A	\$
TMUA Utility Revenue Bonds Series 2019B	\$
TMUA Utility Revenue Bonds Series 2020 (planned issuance)	\$
TOTAL ANNUAL PRICE FOR TULSA METROPOLITAN UTILITY AUTHORITY REVENUE BONDS:	\$

TOTAL ANNUAL PRICE FOR ALL SECTIONS (1 THROUGH 5) TOTAL COST NOT TO EXCEED	\$
---	-----------

Company Name: _____

Date: _____

Signature: _____

Name Printed: _____

Title: _____

City of Tulsa General Contract Terms

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 six (6) 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 1st to June 30th) 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.

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: _____

Appendix A

Current Fees and Costs Fees and Costs

Annual price for each. (Section 1)

General Obligation Bonds

General Obligation Bonds, Refunding Series 2004B	\$ 500
General Obligation Bonds, Series 2006	500
General Obligation Bonds, Series 2007	800
General Obligation Bonds, Series 2008	700
General Obligation Bonds, Series 2009	800
General Obligation Bonds, Refunding Series 2009A	500
General Obligation Bonds, Refunding Series 2009B	500
General Obligation Bonds, Series 2009-B	800
General Obligation Bonds, Series 2010	800
General Obligation Bonds, Series 2011	800
General Obligation Bonds, Refunding Series 2011A	500
TOTAL ANNUAL PRICE FOR ALL GENERAL OBLIGATION BONDS	\$7,200

Annual price for each. (Section 2)

Tulsa Public Facilities Authority

Recreational Facilities Revenue Bonds, Refunding Series 2003	\$ 400
Capital Improvements, Series 2006-A	700
Lease Revenue, Series 2007A	500
Capital improvements Revenue Bonds, Series 2012 (planned)	600
TOTAL ANNUAL PRICE FOR ALL TULSA PUBLIC FACILITIES AUTHORITY BONDS:	\$2,200

Annual price for each. (Section 3)

Tulsa Parking Authority

Parking Revenue Bonds, Refunding Series 2002	\$ 400
Parking Revenue Bonds, Series 2003	400
Parking Revenue Bonds, Series 2004	400
TOTAL ANNUAL PRICE FOR ALL TULSA PARKING AUTHORITY BONDS:	\$1,200

Annual price for each. (Section 4)

Tulsa Metropolitan Utility Authority Promissory Notes

OWRB Promissory Note, Series 1998C	\$ 600
OWRB Promissory Note, Refunding Series 2003	500
OWRB Promissory Note, Series 2006B	500
OWRB Promissory Note, Refunding Series 2006	600
OWRB Promissory Note, Series 2007B	600
OWRB Promissory Note, Series 2010B	700
OWRB Promissory Note, Series 2011B	600
TOTAL ANNUAL PRICE FOR ALL TULSA METROPOLITAN UTILITY AUTHORITY PROMISSORY NOTES:	\$4,100

Annual price for each. (Section 5)

Tulsa Metropolitan Utility Authority Revenue Bonds

TMUA Utility Revenue Bonds, Refunding Series 2003	\$ 600
TMUA Utility Revenue Bonds, Series 2004	600
TMUA Utility Revenue Bonds, Series 2005	600
TMUA Utility Revenue Bonds, Series 2007 (new and refunding)	600
TMUA Utility Revenue Bonds, Series 2009	700
TMUA Utility Revenue, Series 2010	600
TMUA Utility Revenue, Series 2011	700
TMUA Utility Revenue, Series 2012 (planned)	700
TOTAL ANNUAL PRICE FOR ALL TULSA METROPOLITAN UTILITY AUTHORITY REVENUE BONDS:	\$5,100
TOTAL ANNUAL COST FOR ALL SELECTIONS (1 THROUGH 5)	\$19,800

Bidder's

Company Name AMTEC

Authorized Signature Here → Raymond H. Bentley

Printed Name: Raymond H. Bentley