

RFP 22-904 Professional Services for Qualified Entity to provide DNA Analysis and Forensic Genealogy

8/31/21

Addendum #1

Please note the following changes which have been made for clarification to this Request for Proposal. This addendum **must be listed as Addendum #1** on the ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS page of the bid package as verification that you have received and are aware of the information contained herein.

QUESTIONS/CLARIFICATION/CHANGES

Question:

1. Can a genetic genealogy (GG) provider bid on the genetic genealogy work only? Not all GG providers provide DNA extraction services, which are services provided by a forensic laboratory.

Answer:

We are seeking combined extraction and genealogy services with this RFP.

Question:

2. When quoting pricing on Exhibit A, Price Sheet Summary, can pricing be broken down by the items in the Scope of Work, or do you prefer a total price per sample for all services performed?

Answer:

Please provide the cost per service. You can break down the cost per sample but it's not required.

Question:

3. Does City of Tulsa have specific testing kits or instrumentation they would like the laboratory to use in sample processing?

Answer:

No. The City expects the vendor to demonstrate expertise in ancient DNA or difficult extraction analysis.

Question:

4. Is it acceptable to quantitate samples with ABI's Quantifiler Trio and characterize STRs using Promega's PowerPlex Fusion 5C or 6C?

Answer:

Kits and equipment are not specified in this bid. The City expects the vendor to demonstrate expertise in ancient DNA or difficult extraction analysis.

Question:

5. Is it acceptable to have a subcontractor perform the genealogy services?

Answer:

Yes.

Question:

6. Does City of Tulsa want the completed price sheet on page 14 to reflect the total cost for the entire project or cost per individual? In addition, does City of Tulsa want the cost broken out per service?

Answer:

Please provide the cost per service. You can break down the cost per individual but it's not required.

Question:

7. Will City of Tulsa confirm that the RFP encompasses only the 14 adult individuals?

Answer:

The RFP encompasses 14 adult individuals.

Question:

8. Does the City of Tulsa have a preferred timetable for project completion?

Answer:

Preferred project completion is within 12 months max.

Question:

9. Does the project require specific laboratory accreditations?

Answer:

No. The City expects the vendor to demonstrate expertise in ancient DNA or difficult extraction analysis.

Question:

10. As the processing requires chain-of-custody documentation and DNA extraction, does the City require the vendor lab to be ISO17025 certified for forensic DNA analysis (or similar)?

Answer:

ISO 17025 accreditation is preferable, but not required.

Question:

11. As the processing requires DNA sequencing of sensitive samples, does the City require the testing laboratory to be CAP and/or CLIA certified?

Answer:

No

Question:

12. As the City desires identification of familial matches, does the City require the contracting laboratory to have an AABB certification?

Answer:

AABB certification is preferred, but not required.

Question:

13. What kind of DNA testing will the City require for identification confirmations (STRs, mitochondrial DNA, SNPs, a combination of the listed technologies)?

Answer:

We expect a combination of markers to be applicable, as individual identification is the goal.

Question:

14. Will the vendor lab be required to contact and collect the next-of-kin and/or targeted test samples from identified individuals?

Answer:

A single source of testing and familial contact is preferred.

Question:

15. Will the vendor lab have access to the historical records from the Tulsa Race Massacre to include the names of individuals believed to have been a victim of this event?

Answer:

Yes. The records for the known victims are publicly available now.

Question:

16. The effort requires the potential requirement to perform multiple extractions prior to sequencing and to test multiple individuals as a part of the identification process. Would the City accept a pricing proposal that details the various services that will be required to meet the needs and an overall budgetary estimate for evaluation?

- a. Proposed various per sample services pricing line items:
 - i. Whole Genome Sequencing on skeletal remains
 - ii. Forensic Microarray for targeted testing from known individuals (pricing includes DNA collection kit)
 - iii. STRs, mtDNA, YSTRs on identified next-of-kin (as appropriate)

Answer:

Yes. A pricing proposals and overall budget estimate is acceptable.

Question:

17. How can confidential information be handled? Can we provide a redacted copy of the response as well?

Answer:

Please provide clarification. Results delivered to the City of Tulsa should not be redacted.

Question:

18. Can you provide information on where funding is coming from for this project?

Answer:

Funding is provided by the City of Tulsa.

Question:

19. In view of the Justice for Greenwood August 13, 2021, letter to the Department of Justice asking it to investigate the Tulsa Graves project, are you going to pause RFP22-904?

Answer:

At this point, we are not planning to pause the RFP process.

Question:

20. Could you ask the department if the samples have dental calculus (tartar) on the teeth? DNA analyses from that could provide additional information about the person including diet or diseases (like TB) which could narrow down identity.

Answer:

The dental specimens were not selected for presence or absence of dental calculus; they were selected for absence of caries and degree of intact roots. Some individuals did have dental calculus, but we cannot specify if any teeth with calculus were selected for genome analysis.

Question:

21. The number of human remains to be analyzed is 14, however the scope of work also includes. "Forensic genealogy services for the purpose of identifying decedents" and "Forensic genealogy services for the purpose of identifying decedents' next-of-kin". Do you have an approximate idea of the number living descendants/potential next-of-kin that will be tested? This will be important for an accurate budget and timeline

Answer:

We do not have an approximate idea of the number living descendants/potential next-of-kin that will be tested. We rely on the expertise of the vendor to estimate the number of contacts and extractions necessary, for the time depth involved. We expect that genealogy services will include cross-referencing the DNA relationships with historical records as a means of clarifying the decedent identities. DNA from living descendants/potential next-of-kin is not available.

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Request for Proposal

22-904

Professional Services for
Qualified Entity to provide DNA Analysis and Forensic
Genealogy

NIGP Commodity Code(s):
961-40 Forensic Services
961-48 Laboratory Analysis Services for Human DNA

**Submit proposals
(sealed) to:**
City Clerk' Office
175 East 2nd St.
Suite 260
Tulsa, Oklahoma 74103



I. STATEMENT OF PURPOSE:

With this Request for Proposal (RFP), The City of Tulsa seeks a qualified entity to provide DNA analysis and identification of human remains disinterred in June and July 2021 as part of the 1921 Graves Investigation - from unmarked graves at Oaklawn Cemetery. As the political subdivision of the state responsible for arranging the final disposition of the remains of the decedents, the City of Tulsa is the next-of-kin for all 19 unidentified individuals. See 21 O.S. §1158(9).

Accordingly, all communication and information-sharing about the following scope of work shall take place exclusively with the City of Tulsa.

We look forward to receiving your proposal.

II. INSTRUCTIONS FOR SUBMITTING A PROPOSAL:

A. General Requirements

1. Proposals must be received by **5:00 p.m. on Wednesday, September 8, 2021, Central Daylight Time**. Please place proposals in a sealed envelope or box clearly labeled **"RFP 22-904, Qualified Entity to provide DNA Analysis and Forensic Genealogy"**.

Proposals received late will be returned unopened.

2. Proposals shall 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 the Request for Proposal or the content therein must be made via e-mail and must be received prior to the end of the business day on **August 25, 2021**.

Donny Tiemann, Senior Buyer
dtiemann@cityoftulsa.org

Any questions regarding this RFP will be handled as promptly and as directly as possible. If a question requires only clarification of instructions or specifications, it will be handled via e-mail. If any question results in a substantive change or addition to the RFP, the change or addition 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. The Respondents shall also state the name and title of individuals who will

make final decisions regarding contractual commitments and have legal authority to execute the 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. 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.
2. All Respondents shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination.
3. All Respondents shall comply with the Americans with Disabilities Act (ADA) and all proposals and a subsequent contract, if any, shall include the following statement:

“The Respondent shall take the necessary actions to ensure its facilities 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.”

4. The City of Tulsa also notifies all Respondents that the City has the right to modify the RFP and the requirements herein, to request modified proposals from Respondents, and to negotiate with the selected Respondent on price and other contract terms, as necessary to meet the City's Objectives.
5. Although it is the City's intent to choose only the most qualified Respondents, the City reserves the right to choose any number of qualified finalists for interview and/or for final selection. 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.
6. This Request for Proposal does not commit the City of Tulsa to pay any costs incurred in the preparation of proposals, or in submission of a proposal, or the costs incurred in making necessary studies and designs for preparation thereof, or to contract for services or supplies necessary

to respond. Any expenses incurred by the Respondent(s) in appearing for an interview or in any way in providing additional information as part of the response to this Request for Proposals are solely the responsibility of the Respondent. The City of Tulsa is not liable for any costs incurred by Respondents for any work performed by the Respondent prior to the approval of an executed contract by the City of Tulsa.

III BACKGROUND

From May 31 through June 1, 1921, the African American Greenwood District of the City of Tulsa was looted and burned by white rioters. This event, which has come to be known as the 1921 Tulsa Race Massacre, resulted in the destruction of 35 city blocks, the treatment of more than 800 people for injuries, and, according to reports at the time, the death of at least 36 individuals. At least one historian, Dick Warner, believed the death count to be closer to 300.

Newspapers reported that 18 African American males, 15 from Stanley McCune Funeral Home and 3 from Mowbray's Funeral Home, were buried in the Oaklawn Cemetery potter's field on June 2, 1921. Of these 18 individuals, 1 individual was documented as an unidentified stillborn infant and the rest appear to have been adults. In common cemetery practice, the potter's field at Oaklawn Cemetery was reserved for burials of individuals that were unclaimed, unknown, or indigent. Funeral home records and death certificates indicate that 3 additional burials of adult African American males occurred in the potter's field between June 2 and June 14, 1921. Unfortunately, there are almost no Oaklawn Cemetery records remaining from 1921 to confirm the location, date, or identity of these burials. There are only two headstones at Oaklawn Cemetery, both of which are in the potter's field, that reflect the names of known Tulsa Race Massacre victims who were buried as part of this group on June 2 and June 6.

In June 2021, the City of Tulsa and its agents conducted block excavations in a portion of the Black Potter's Field in Oaklawn Cemetery to the South and West of the two headstones of known victims. Excavation of this area revealed 34 burials, of which 20 were exhumed. Skeletal remains were available for 19 individuals, but one infant burial no longer contained any identifiable elements. Forensic analysis determined that 14 individuals were adults and 5 were juveniles. One individual, an adult male, showed signs of trauma consistent with expectations for a 1921 Race Massacre victim.

IV USE of MATERIALS, KNOWLEDGE and INFORMATION

Respondent agrees by submitting a proposal that Respondent will not make use of any materials, knowledge, or proprietary information obtained or generated during the project for any commercial purpose or for research purposes. Subject to the Oklahoma Open Records Act and the City's required compliance thereto, any and all knowledge, proprietary information, know-how, practices, processes, or other information disclosed

or submitted in writing or in other tangible form from City to Respondent shall not be disclosed to any third party. In the event of an Open Records request, records should only be released by and through the City of Tulsa. Respondent further agrees by submitting a proposal that Respondent will not share any individual-level information to a third party for research purposes without City's explicit consent. Respondent will not provide any person's data (genetic or non-genetic) to an insurance company or employer. Respondent will not provide information to law enforcement or regulatory authorities unless required by law to comply with a valid court order, subpoena, or search warrant for genetic or Personal Information.

V SCOPE OF WORK

Respondents are asked to submit a proposal which provides, or sub-contracts to provide, the following services:

- Secure storage of DNA samples with chain of custody
- DNA extraction from samples obtained by the City of Tulsa
- DNA quality check
- DNA sequencing
- DNA diagnostics and analysis
- DNA sample collection from potential next-of-kin of decedents
- DNA matching
- Forensic genealogy services for the purpose of identifying decedents
- Forensic genealogy services for the purpose of identifying decedents' next-of-kin
- Return of unused specimens or a report providing that all of the specimens has been consumed for testing purposes
- Reports providing potential genetic lineage and relationships

VI DESCRIPTION of DNA SAMPLES:

Prior to re-interment, DNA samples were taken from the 14 adult individuals that were exhumed. The DNA samples include petrous temporals from 14 adult individuals. The bone quality is solid but often friable. Samples from the dentition were also retained for all individuals. These elements are without cavities, exhibit wear from pristine to smooth occlusal surfaces, and often retain intact roots. The remaining skeletal material from these individuals was reinterred.

VII FORM of PROPOSAL

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

- A.** One (1) unbound original and five (5) bound copies of the proposal plus one (1) electronic copy, to include:
 - 1.** Respondent's qualifications and relevant experience

2. Qualifications of individuals and entities sub-contracted by Respondent
3. Detailed description of how each element of the scope of work will be completed
4. Timeline to complete the scope of work
5. Completed price sheet reflecting a cost not to exceed for completing the full scope of work

VIII EVALUATION OF PROPOSALS:

A panel consisting of not less than three City of Tulsa employees or Project Principals will evaluate proposals. Final selection shall be the sole determination of the City, and if a selection is made it will be to the Respondent whose proposal is determined to be in the best interests of the City. 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 selected Respondent(s).

IX TIME FRAME FOR REVIEW:

The time frame for review of proposals is expected to be three (3) to five (5) 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.

X AWARD OF PROPOSALS:

Per Tulsa Revised Ordinances (TRO) Title 6, Chapter 4, in addition to Price, these factors may be considered in the evaluation and award of proposals:

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 Supplies, Services, and Information Technology Systems 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 Proposal specifications,

11. If a point system has been utilized in the Proposal 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.

XI MISCELLANEOUS

- A.** The City expects to enter into a written Agreement (the "Agreement") with the chosen Respondent that shall incorporate this RFP and your proposal. Further, Respondent will be bound to comply with the provisions set forth in this RFP. In addition to any terms and conditions included in this RFP, the City may include in the Agreement other terms and conditions as deemed necessary. Your response to this RFP will be considered part of the Agreement, if one is awarded to you.
- B.** All data included in this RFP, 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 assumes no responsibility or liability for any costs you may incur in responding to this RFP, including attending meetings or contract negotiations.
- F.** 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 RFP request.

- G.** The City shall not infringe upon any intellectual property right of any Respondent, but specifically reserves the right to use any concept or methods contained in the proposal. Any desired restrictions on the use of information contained in the proposal should be clearly stated. Responses containing your proprietary data shall be safeguarded with the same degree of protection as the City's own proprietary data. All such proprietary data contained in your proposal must be clearly identified. The City shall not be under any obligation to return any materials submitted in response to this RFP.

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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 respond 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: _____

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

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 and/or employees 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**

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**

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

☐ Partnership

☐ Corporation

☐ Limited Partnership

☐ Limited Liability Company

☐ Limited Liability 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: _____

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: _____

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Exhibit A
Price Sheet Summary

The City is asking that the Respondent provide a fee per DNA Sample that is made available for analysis, for all labor and services performed or provided.

Your proposal must include a cost not to exceed amount which encompasses all areas of work described in the Scope of Work.

Cost Per DNA Sample

\$_____

Company Name: _____

Date: _____

Signature: _____

Name Printed: _____

Title: _____

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City of Tulsa General Contract Terms

It is anticipated that the City of Tulsa will enter into an Agreement 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 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 and Indemnification.** 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. 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.
5. **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.
6. **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 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.

7. **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.
8. **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.
9. **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.
10. **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 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.
11. **Equal Employment Opportunity.** Contractor shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination.

The undersigned Respondent 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: _____