

Request for Proposal

TAC-857B

Professional Services and Supplies for:
Tulsa Fire Department Entry & Promotional Testing Services

NIGP Commodity Code(s):
918-85

RFP Schedule

EVENT	DATE
RFP Issue Date	06/05/2023
Pre-Proposal Conference <i>Location Zoom/Teams link</i>	No Pre-Proposal Conference
Deadline for Questions <i>Submit to assigned buyer via email.</i>	06/21/2023 <i>7 Days prior to RFP due date</i>
Proposal Due Date <i>Mail or deliver to City Clerk address. Proposals are open the day after the due date.</i>	06/28/2023

If You have any questions or need additional information, contact the Assigned Buyer:

Darin Johnson, Buyer: darinjohnson@cityoftulsa.org
*All questions should be emailed with **RFP TAC-857B** in the subject line.*

Submit proposals (sealed) to:

Office of the City Clerk
City of Tulsa
175 E. 2ND St.
Suite 260
Tulsa, OK 74103



CITY OF
Tulsa
A New Kind of Energy™

I. OVERVIEW AND GOALS:

With this Request for Proposal (RFP), the City of Tulsa (COT) Fire Department (TFD) is searching to secure professional services to conduct a comprehensive study of current entry level firefighter testing processes and promotional procedures for non-entry level sworn ranks of the TFD.

We enthusiastically look forward to receiving your proposal.

II. BACKGROUND:

Several factors have precipitated the need for such a study to be undertaken. The COT is mandated to select and promote qualified individuals in compliance with a variety of local, state, and federal statutes, and other equal employment opportunity/affirmative action provisions.

Additionally, in public safety, it is essential that the most qualified persons be selected to safeguard and protect the citizens of Tulsa. These objectives can be achieved only by ensuring that the components of the entry level and promotional processes are valid and up to date.

There are an abundance of technical, professional, and legal guidelines pertaining to the development and use of entry level and promotional procedures.

The selected Respondent ("Seller") will be responsible for the technical writing of the entry level written exam and the technical writing and administration of said promotional procedures for each rank of the TFD within the time frames established by the current internal procedures.

III. TIMELINE:

The schedule below provides estimated dates for the RFP and contracting process. The City of Tulsa may adjust this schedule as needed.

EVENT	DATE
RFP Issue Date	06/05/2023
Pre-Proposal Conference	No Pre-Proposal Conference
Deadline for Questions	06/21/2023
PROPOSAL DUE DATE	06/28/2023
Begin Proposal Evaluations	06/30/2023
Interviews with Respondents (If needed)	07/06/2023
Execute Contract (anticipated)	07/20/2023
Begin Service Delivery (anticipated)	07/21/2023

IV. SCOPE OF SERVICES:

1. The Seller shall review and compile local, state, and federal statutes, laws and other legal mandates.
2. The Seller shall review existing entry level and promotional policies in the TFD to determine the need for development or modifications to the current processes and/or validation of competitive promotional assessment instruments for each specific rank.
3. The Seller shall review current entry level and promotional procedures for all non-entry level TFD ranks, including but not limited to reviewing assessment instruments (i.e. written examinations, performance ratings, etc.), and formulating administrative procedures.
4. The Seller shall develop entry level assessment instruments and shall develop and administer promotional assessment instruments (including but not limited to written tests and assessment centers) for all non-entry level TFD ranks (Lieutenant, Captain, District Chief, Assistant Chief, Deputy Chief) within the timeframes required by internal procedures.
5. The Seller shall provide administrative support for each promotional exam regarding assessor travel arrangements, lodging and per diem payments.

Actual costs of assessor travel, lodging and non-supplied meals will be billed to the City of Tulsa by the Seller. The City of Tulsa will stipulate processes to ensure the cost of these expenses are reasonable and customary and will require approval of all assessor travel and associated costs prior to booking of said travel.

6. The Seller shall provide ample administrative personnel to administer each promotional orientation, promotional exam, perform two time on site electronic and manual exam scoring and assessment center procedures.
7. The Seller shall provide in-person or virtual training to the City of Tulsa Human Resources Department personnel and TFD personnel for the entry level and promotional processes.
8. The Seller shall provide an entry and promotional system that addresses affirmative action concerns and minimizes the potential for adverse impact per federal regulations.
9. The Seller shall describe the procedure the proposer will use in administering all entry level and promotional exams.
10. The Seller will be responsible for all shipping and handling costs to or from the City of Tulsa of testing materials to include but not limited to test booklets, exams, forms, writing utensils and other office supplies.
11. The Seller shall specifically address whether a comprehensive job analysis or updating the previous job analysis is needed for each sworn pay grade (Firefighter, Lieutenant, Captain, District Chief, Assistant Chief, Deputy Chief) in the TFD. If it is determined such a comprehensive job analysis is not needed the Respondent **must** specifically address the reasons such a decision was made. A detailed description of how this issue will be determined must be included.
12. The Seller shall describe the methods used to conduct a possible job analysis including any differences for the different ranks. The difference between a comprehensive job analysis and any currency analyses or updates, and the potential impact of the use of any of these methods must be addressed.

V. INSURANCE:

Seller and its subcontractors must obtain at Seller's expense and keep in effect so long as City is purchasing Supplies or Services from Seller pursuant to this Bid, policies of insurance in the minimum amounts set forth below and Workers' Compensation and Employer's Liability insurance in the statutory limits required by law.

General Liability: personal injury and property damage, each occurrence	\$1,000,000.00
Workers' Compensation	(Statutory limits)
Auto Liability	\$ 1,000,000.00

Seller's insurer must be authorized to transact business in the State of Oklahoma. Seller will have 10 Days after notification that its Bid was Accepted by the City to provide proof of coverage. The Certificate of Insurance must be completed with the following information:

- A. Your name
- B. Insurer's name and address
- C. Policy number
- D. Liability coverage and amounts
- E. Commencement and expiration dates
- F. Signature of authorized agent of insurer

Seller shall not cause any required insurance policy to be cancelled nor permit it to lapse. Failure of the Seller to comply with the insurance requirements may be deemed a breach of the contract.

VI. DELIVERABLES:

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

1. A comprehensive job analysis or update of the previous job analysis of all sworn pay grades in the TFD deemed necessary. At the conclusion of any job analysis, the Seller will be expected to provide a full report. This report will include a complete description of the methodology, data collection, sample size and descriptive statistics. The final report for the project should be written consistent with the format in the Uniform Guidelines on Employee Procedures (1978) appropriate for the validation strategy used.
2. A review of all entry and promotional procedures for all TFD ranks (Firefighter, Lieutenant, Captain, District Chief, Assistant Chief, Deputy Chief) including assessment instruments (i.e. written examinations, performance ratings, etc.) and formulation of administrative procedures.
3. A review of existing entry and promotional policies in the TFD to determine the need for and modifications to support recommended changes to the entry and promotional processes.
4. Development and administration of entry and promotional assessment instruments (including but not limited to written tests and assessment centers) for all TFD ranks within the timeframes required by current internal procedures.
5. Administrative support for each promotional exam regarding assessor travel and lodging arrangement and per diem payments for assessors. The City of Tulsa will stipulate processes to ensure the cost of these expenses are reasonable and customary.
6. Administrative personnel to administer each promotional orientation, exam and assessment center and a detailed procedure to be used in the administration of all exams.
7. Final technical summary report of all promotional exams within the timeframes established by current internal procedures.
8. Training for the City of Tulsa Human Resources Department personnel and TFD personnel in the entry and promotional processes.
9. An entry and promotional system that addresses affirmative action concerns and minimizes the potential for adverse impact.
10. Progress Reports monthly outlining: scope of work completed to date; scope of work completed during the month; comparison of work completed to work scheduled for completion in time period; summary statement of project progress and proximity to time and cost schedules.
11. Legal defense of each promotional process for the TFD in any subsequent litigation, grievance, or complaint. This defense will include up to twenty (20) hours of providing requested information, statistical information, consultation or

expert testimony. Hours required beyond twenty (20) hours will be billed at the rate provided on the attached price sheet.

VII. PERFORMANCE METRICS AND CONTRACT MANAGEMENT:

Performance Metrics

The City will develop performance metrics with the Seller. These performance metrics will highlight key priorities that will be analyzed with the Seller collaboratively during the life of the contract. The City looks forward to working with Seller to define these important performance metrics during contract negotiations. The final set of performance metrics and frequency of collection will be negotiated by the Seller and the City prior to the finalization of an agreement between parties and may be adjusted over time as needed.

Performance Metric	Data Source	Data Collection Frequency	Data Collection Responsibility
TBD			
TBD			
TBD			
TBD			
TBD			

Contract Performance Monitoring

As part of the COT's commitment to becoming more outcomes-oriented, we seek to actively and regularly collaborate with awarded Sellers to enhance contract management, improve results, and adjust service delivery based on learning what works. Reliable and relevant data is necessary to drive service improvements, ensure compliance, inform trends to be monitored, and evaluate results and performance. During the regular meetings that occur throughout the term of the contract, it is anticipated that the following topics will be regularly discussed:

- Current status of performance metrics
- Topics of interest or concern to the Seller
- Discussion and troubleshooting of challenges
- Review of activities on the horizon
- Review of budget and spending this year-to-date

VIII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL:

- A.** Proposals must be received by **5:00 p.m. on Wednesday, June 28th, 2023, Central Daylight Time.** Please place proposals in a sealed envelope or box clearly labeled "**RFP TAC857B, TFD Entry and Promotional Testing Services**".
Proposals received late will be returned unopened.
- B.** Proposals shall be delivered and sealed to:
- Deputy City Clerk
City of Tulsa
175 E. 2nd St.
Suite 260
Tulsa, OK 74103
- C.** All interested Respondents are required to register with the Buyer in order to receive updates, addenda or any additional information required. You can learn more about the registration process on the following website:
<https://www.cityoftulsa.org/government/departments/finance/selling-to-the-city/register-as-a-vendor/>.
- The City is not responsible for any failure to register.
- D.** Inquiries or questions to the Buyer requesting clarification regarding the Request for Proposal must be made via e-mail and must be received prior to the end of the business day on **Wednesday, June 21st, 2023.**

Darin Johnson, Buyer
darinjohnson@cityoftulsa.org

Any questions regarding this RFP will be handled as promptly and as directly as possible. If a question requires only minor 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 Sellers as quickly as possible by addendum.

- E.** 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

IX. RESPONSE QUESTIONS AND PROPOSAL REQUIREMENTS

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

1. What procedures do you have in place to protect against adverse impact in the entry and promotional processes?
2. Turnaround time for the results of promotional processes is very important. How can you assure us that all results (written exam, assessment center, final eligibility lists, etc.) will be performed and received in a timely manner? What do you consider an acceptable turnaround time for final results?
3. Are you able to adapt your promotional processes to comply with the requirements of the City of TFD 2018 Administrative Operating Procedures (AOP), Section 800 ***Standard of Tests, Examinations, Evaluations and Ratings?***
4. Upon reviewing TFD's current promotional processes, do you have any concerns? If yes, what are they and what recommendations would you make to validate these recommended changes?
5. A high level of ethics and integrity are essential character traits of firefighters. How would you focus on an applicant's/candidate's integrity and ethical behavior as part of your testing and assessment processes?
6. If you use a performance measurement (oral resume) component within the assessment center, what measures should be in place to ensure candidates are truthful in their presentation?
7. On-site manual and electronic scoring (two times per each exam) of written promotional exams is required. The exams will be graded using two (2) different Seller supplied Scantron or similar type scoring devices and results made known to candidates within two (2) to three (3) hours after the conclusion of the written exam. Can you perform this task and by what means?
8. Entry and promotional processes are taken extremely seriously. The City of Tulsa Human Resources Department and TFD expect to receive a professionally designed, developed and executed process during each and every phase. Should your processes not meet our expectations and contractual agreements what do you feel are (contractual) reasonable remedies (provisions) for things such as poorly written exam questions, use of incorrect/outdated source materials, poorly selected assessors or your inability to meet reasonable and agreed upon deadlines?

X. EVALUATION OF PROPOSALS:

The approval of the selected Seller 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 Seller(s).

All bids will be evaluated using the following criteria:

Category	Total Points
<i>COST</i>	30
<i>JOB ANALYSES EXPERIENCE & NEED FOR UPDATES</i>	20
<i>ABILITY TO ADAPT TO CURRENT TFD PRACTICES & COT SCHEDULES</i>	20
<i>STAFFING & RESOURCES</i>	20
<i>REFERENCES</i>	10

The City of Tulsa also reserves the right to evaluate based on the full list of eligible criteria listed in [Title 6, Chapter 4](#) of the Tulsa Revised Ordinances (TRO): https://library.municode.com/ok/tulsa/codes/code_of_ordinances.

XI. MISCELLANEOUS

- A.** The City expects to enter into a written agreement (the “Agreement”) with the chosen Seller that shall incorporate this RFP and your proposal. Further, Seller 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 City of Tulsa notifies all possible Sellers 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.

- D. All Sellers shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination. They shall also comply with the Americans with Disabilities Act (ADA) and all proposals and a subsequent contract, if any, shall include the following statement: ***“The Seller 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 Seller is not a program or activity of the City of Tulsa. The Seller 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 Seller. Under no circumstances will the Seller conduct any activity which it deems to not be in compliance with the ADA.”***
- E. Although it is the City’s intent to choose only the most qualified Sellers, the City reserves the right to choose any number of qualified finalists for interview and/or final selection. At the discretion of the City, one or more Sellers may be invited to be interviewed for purposes of clarification or discussion of the proposal.
- F. 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.
- G. The City assumes no responsibility or liability for any costs you may incur in responding to this RFP, including attending meetings or contract negotiations.
- H. 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 here: <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.
- I. The City shall not infringe upon any intellectual property right of any Seller but 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.
- J. The City of Tulsa also notifies all Sellers that the City has the right to modify the RFP and the requirements herein, to request modified proposals from Sellers, and to negotiate with the Seller on price and other contract terms, as necessary to meet the City’s Objectives.
- K. The RFP does not commit the COT 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 Seller(s) in appearing for an interview or in any way in providing additional information as part of the response to the RFP are solely the responsibility of the Seller. The City of Tulsa is not liable for any costs incurred by Sellers for any work performed by the Seller prior to the approval of an executed contract by the City of Tulsa.

The Remainder of This Page Left Intentionally Blank

SELLER CHECKLIST

Use this checklist to ensure You have properly read and completed all documents listed below. This document (the RFP) contains all the following materials, which must be completed and returned to the City of Tulsa Clerk's Office. We recommend You include this checklist with your proposal.

Seller's Name: _____

SELLER CHECKLIST	
SELLER DOCUMENTS	INCLUDED?
Cover Letter	
Proposal Narrative	
Seller Information Sheet	
Acknowledgement of Receipt of Addenda / Amendments	
Price Sheet Summary – Exhibit A	
Insurance	
Affidavit (Non-Collusion and Interest)	
References	
Additional Information (Optional)	

SELLER INFORMATION SHEET

Seller's Legal Name: _____

(Must be Seller's company name as reflected on its organizational documents, filed with the state in which Seller is organized)

State of Organization: _____

Seller's Type of Legal Entity: (check one)

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

Seller's Address: _____

Street

City

State

Zip Code

Seller's Website Address: _____

Sales Contact:

Name: _____

Title/Position: _____

Street: _____

City: _____

State: _____

Phone: _____

Email: _____

Contact for Legal Notice:

Name: _____

Title/Position: _____

Street: _____

City: _____

State: _____

Phone: _____

Email: _____

How did you learn about this business opportunity with the City of Tulsa?

- ☐ Email from Assigned Buyer
- ☐ City of Tulsa Website
- ☐ Tulsa World posting
- ☐ Purchasing search engine
- ☐ Industry colleague
- ☐ Other: [Click or tap here to enter text.](#)

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:

References

Organization: _____

Address: _____

Contact Person: _____ Phone Number: _____

Date of Services: _____

Description/Scope of Services: _____

Organization: _____

Address: _____

Contact Person: _____ Phone Number: _____

Date of Services: _____

Description/Scope of Services: _____

Organization: _____

Address: _____

Contact Person: _____ Phone Number: _____

Date of Services: _____

Description/Scope of Services: _____

Organization: _____

Address: _____

Contact Person: _____ Phone Number: _____

Date of Services: _____

Description/Scope of Services: _____

EXHIBIT A - Price Sheet Summary

Seller's Legal Name: _____

(Must be Seller's company name as reflected on its organizational documents, filed with the state in which Seller is organized)

Please present a Fee Schedule for each year's services:

Year 1: \$ _____

Year 2: \$ _____

Year 3: \$ _____

Year 4: \$ _____

Year 5: \$ _____

5-YEAR TOTAL	\$ _____
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Annual Price Adjustment. The prices bid for any Supplies and/or Services shall not increase during the initial term of the Agreement. However, if you anticipate that you will not be able to maintain firm prices for any renewal period, a change in price is allowed if the following conditions are met:

a. The increase is limited to the change in the Consumer Price Index from BLS Table 1* (web link below) from the prior year or the following fixed percentage: _____ %.

b. The City is notified, in writing (mail or email), no later than 30 Days before the initial agreement period or any renewal period ends. Failure to notify City may result in City denying any price increases.

Company Name: _____

Date: _____

Signature: _____

Name Printed: _____

Title: _____

AFFIDAVIT
NON-COLLUSION AND INTEREST

STATE OF _____)
COUNTY OF _____)ss.

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 Bidders 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 Bid to which this statement is attached, and I have been personally and directly involved in the proceedings leading to the submission of such Bid; and
3. Neither the Seller nor anyone subject to the Seller's direction or control has been a party:
 - a. to any collusion among Bidders 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 Bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract.
4. No officer or employee of the City of Tulsa either directly or indirectly owns a five percent (5%) interest or more in the Bidders 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 Bidders 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: _____

The Affidavit must be signed by an authorized agent and notarized

APPENDIX A – City of Tulsa General Contract Terms

It is anticipated that the City of Tulsa will enter into an Agreement with the selected Seller 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.** Seller 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.** Seller 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 Seller harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys' fees and costs. In addition, Seller 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 Seller.** Seller 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 Seller hereunder. Seller shall pay all royalties and charges incident to such patents, trademarks or copyrights.
4. **General Liability and Indemnification.** Seller shall hold City harmless from any loss, damage or claims arising from or related to the performance of the Agreement herein. Seller must exercise all reasonable and customary precaution to prevent any harm or loss to all persons and property related to this Agreement. Seller 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 Seller or Seller's subcontractors under the scope of this Agreement.
5. **Liens.** Pursuant to City's Charter (Art. XII, §5), no lien of any kind shall exist against any property of City.
6. **No Confidentiality.** Seller 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 Seller pursuant to this Agreement that would be inconsistent with City's compliance with its statutory requirements there under.
7. **Compliance with Laws.** Seller shall be responsible for complying with all applicable federal, state and local laws. Seller is responsible for any costs of such compliance. Seller 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. Seller 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. Seller 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 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. Seller may not assign this Agreement or use subcontractors to provide the Goods and/or Services without City's prior written consent. Seller shall not be entitled to any claim for extras of any kind or nature.
12. **Equal Employment Opportunity.** Seller shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination.

PACKING LABEL

FROM: [Name]

[Respondent's legal name]

[Street Address]

[City, State, Zip Code]

City of Tulsa - City Clerk's Office

175 East 2nd Street, Suite 260

Tulsa, OK, 7410

Respondent Submission For:

RFP# TAC857B

RFP DESCRIPTION: TFD Entry and promotional Testing Services

This label ensures that Your proposal will be sent to the correct office (City Clerk's) and that it is associated with the correct Solicitation (indicated by the RFP number).

Proposals must be sealed and either mailed or delivered to the City Clerk's Office.

Proposals must also be received no later than 5:00 PM (CST) on date listed on the first page of the RFP.