

Request for

Competitive Sealed Proposal

TAC 1080A

TPD Fingerprinting and Imaging System
Police Department

NIGP Commodity Code(s):

204-70

208-57

990-41

Submit proposals to:

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



CITY OF
Tulsa
A New Kind of Energy.

I. STATEMENT OF PURPOSE:

With this Competitive Sealed Proposal (CSP) request, we are searching to secure for the City of Tulsa's Police Department, an effective and expandable live scan fingerprinting and mugshot system interfaced directly with the Oklahoma State Bureau of Investigations with the highest levels of security, quality, and 5 years support and maintenance. An essential goal in this effort is to interface a second system to the one being sought within the next fiscal year. The mugshot system should have the capability to capture, collect, and submit mugshots for general identification.

II. INSTRUCTIONS FOR SUBMITTING A PROPOSAL:

A. General Requirements

The proposal must be received by **5:00 p.m. on Wednesday, March 22, 2017 Central Time**. Sellers must seal proposals in an envelope or box clearly labeled "**TAC 1080A**" City of Tulsa Mail Delivery Services.

1. Proposals must be sent to:

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

2. All interested Sellers are required to register with the Buyer, Terry Thomas, in order to receive updates, addenda or any additional information required. The City of Tulsa (City) is not responsible for Sellers who fail to register.
3. All inquiries regarding this request for Competitive Sealed Proposal (CSP), or the content herein, must be made in writing via e-mail with subject line reference including **TAC1080A** to the Buyer listed below, and must be received prior to the end of the business day on **March 2, 2017**.

**Terry Thomas, Buyer
tthomas@cityoftulsa.org**

Do not contact any other City employees regarding this CSP.

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

5. Sellers shall designate a contact person with appropriate contact information to address any questions concerning a proposal. The Sellers 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 Seller's behalf.

B. General Notifications

1. With this CSP, the City reserves the right to do the following:
 - A. To conduct oral or written discussions with Sellers, after proposals are received, concerning technical and price aspects of the proposals and/or to allow Sellers to revise their proposals, including price;
 - B. To evaluate, after proposals are received, the relative capabilities of Sellers to perform and deliver, 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 Sellers;
 - D. To negotiate mutually agreeable terms in a contract;
2. 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.
3. All Sellers shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination.
4. All Sellers shall 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.”

5. Although it is the City's intent to choose only the most qualified Sellers to interview, the City reserves the right to choose any number of qualified finalists for interview and/or final selection.
6. This CSP 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. PRE-BID CONFERENCE:

No Pre-Bid Conference will be held for this CSP.

IV. SELLER AND PROPOSAL REQUIREMENTS:

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

- A. One (1) unbound original and five (5) bound copies of the proposal plus one (1) copy on CD-ROM or DVD.
- B. A description of the Seller's qualifications and experience and that of key personnel assigned to this project (and that of each firm proposed as part of the team).
- C. A description of previous projects that your firm (and those of each firm proposed as part of the team) 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 Sellers may be invited to be interviewed for purposes of clarification or discussion of the proposal.
- E. 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 this CSP request are solely the responsibility of the Seller. The City of Tulsa is not liable for any costs incurred by Sellers in the preparation of proposals or any work performed by the Seller 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.

V. EVALUATION OF PROPOSALS:

A panel consisting of not less than three (3) City of Tulsa employees will evaluate proposals. Selection shall be determined in the best interest of the City as evaluated by the City of Tulsa. The approval of the selected provider 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 Seller.

VI. AWARD OF PROPOSALS:

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

VII. MISCELLANEOUS INFORMATION:

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

www.cityoftulsa.org/OurCity/documents/OpenRecordsActPolicy.pdf

Further, your company will be bound to comply with the provisions set forth in this CSP request. The City shall not infringe upon any intellectual property right of any Seller, 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 CSP request.

- F. The City expects to enter into a written Agreement with the chosen Seller that shall 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.

VIII. SCOPE OF WORK:

Background

Tulsa is the second largest city in the State of Oklahoma, with an estimated municipal population of 391,906 and 168,669 occupied households. The City of Tulsa consists of 20 plus departments, led by a mayor-council form of government. The City is one of Tulsa's largest employers with approximately 3,800 full-time positions. Additional information about the City of Tulsa is at our website, www.cityoftulsa.org.

The City of Tulsa is submitting this CSP with the intention of immediately purchasing a "live scan fingerprinting and mugshot system" for the Tulsa Police Department (TPD). In addition, the City of Tulsa intends to expand this arrangement to a second live scan system next fiscal year. Live scan system Sellers responding to this CSP must have the ability to support an expansion of TPD's final configuration. Additionally, Sellers responding to this CSP must be able to provide accurate pricing for the requested services based on the information provided by the City of Tulsa. Currently, TPD does not have a digital fingerprinting or mugshot system in place.

Requirements and Service Description

Seller must provide clear and detailed responses to each item below.

Indicate acceptance, exception or rejection for each requirement with additional comments for clarification of responses which take exception to or reject the requirements. The project team will evaluate answers to determine suitability.

- The Respondent shall provide listed equipment and related components for the installation and of the live scan system capable of reaching 1000 dpi capturing and printing at the work station.
- The Respondent will fully install the live scan system into the TPD environment and verify OSBI connectivity.
- The Respondent shall thoroughly document what the City may expect as product support and maintenance resulting from this purchase.
- The Respondent shall ensure that the end users' network system is fully compatible with OSBI/FBI systems already in place and shall comply with EBTS ANSI NIST standards. The City of Tulsa shall ensure that the proper networks are in place for transmissions. Acceptance of system will be contingent on successful demonstration of transmission.
- The Respondent shall support the automatic receipt of electronic data from the OSBI database in an ANSI NIST compliant format. The product will have capability to print at the workstation or within the TPD lab.
- The Respondent shall provide a site preparation plan. The City Information Technology (IT) Department will be responsible for site preparation, based on environmental requirements outlined in the site preparation plan.

- No work shall be performed by the selected Seller until all site preparation has been completed by the City of Tulsa.
- The City of Tulsa IT Department will provide necessary infrastructure (network, connectivity, physical, and environmental) to support the system, as designed to meet the project schedule.
- The City of Tulsa IT Department will procure and provide technical and end-user support for selected wireless network services.
- The Tulsa Police Department Lab will provide AFIS test data to be used during acceptance testing.

Workstations

- This graphical user interface system will include a full functioning work station installed on a PC and will provide access to all manual services.
- The system will include a compatible flatbed scanner that is FBI certified (<https://www.fbi/specs.cjis.gov/certifications>).
- The system shall possess software guides and on screen prompts.
- The system should include a fixed cabinet, a ruggedized touch-screen display, CPU, keyboard, printer, and other necessary accessories.
- The workstation will have a Remote Desktop Protocol product installed. This will allow for the primary means of remote administration and diagnostics.
- A mugshot camera mounting stand shall be provided for the cabinet.
- The mugshot software must be able to allow the image processor to upload pictures into a Records Management System (RMS). Research for a New RMS system is currently being undertaken, which RMS TPD will end up in the future is unknown at this time. Mugshot or headshot as defined by shoulder height frontal view of face, a profile view and a view of the back of the head.
- The system will process records on a first-in first-out basis within each priority.

Tenprint Capability

- The selected system will be able to process rolled fingerprints, “slaps” or plain impression, palm prints (lower and write’s) and two finger identifications.
- The selected system will support the receipt of electronic data in an ANSI NIST compliant format with a threshold set to determine whether a submitted search is a candidate.
- The system administrator will control the default HIT threshold value and candidate list length.

- The system will process and store submissions at 500 dpi until OSBI upgrades their ability to access prints at 1000 dpi.

Livescan Capability

- Upon deployment, live scans will include electronic palm prints in their submissions.
- The adult criminal procedure will continue to collect and return electronic 10 print images for adult criminal transactions after receiving 8 demographic fields from EJS via the FDR.
- Operators will manually enter demographic information for juveniles, offenders and applicant procedures.
- The systems will capture fingerprint, palm print, and mug photo for juveniles.
- For civil applicants, live scans will capture only ten prints.
- The submission devices will acquire ten print or palm print images at 500 dpi until OSBI upgrades their ability to access prints at 1000 dpi.
- Live scan system should meet ANSI/NIST, OSBI and FBI IQS standards with the ability to interface with OSBI.

System Backup

- The system will provide an incremental database backup utility that makes scheduled updates.
- The system will back up the image and minutiae database on a schedule, to be determined by TPD.
- The system will back up or create a replica of the database.
- The Seller must provide the capability to restore the system to pre-failure status.
- The systems will be periodically backed up.

Testing

- The selected Seller will develop a test, based on approved specifications.
- The selected Seller, along with TPD, will jointly develop the Acceptance Test Procedure.
- The ATP will be delivered not later than 60 days prior to Customer Acceptance Testing.
- Acceptance testing will demonstrate that the system can meet storage requirements. The accuracy of search results will be manually verified.
- The selected Seller will complete system integration and end-to-end system testing prior to deployment.

Deployment and Implementation

- Installation of the system shall be completed no later than 4 months after the effective date of the contract unless both parties are in agreement.
- The selected Seller team will install the hardware and configure the network on site. TPD and City of Tulsa IT will provide assistance with network configuration as necessary.
- The system will be ready for operational use after the integration testing is complete, and the system is accepted by the City of Tulsa.
- The selected Seller will be responsible for all inventory, unpacking, equipment layout, cable laying, power integration, equipment assembly, equipment testing, and final clean up, including the removal of packing materials.
- Implementation responsibilities not specially assigned to the City IT Department or TPD will become the responsibility of the selected Seller.
- The Respondent shall respond to maintenance issues within a 24 hour time frame. The maintenance agreement will not begin until the equipment installation is successful, based on the ability to relay data successfully to and from OSBI, and after regular equipment warranties expire.

Training and Documentation

- Training will be provided for workstation operators and system administrators to meet pre-established standards during acceptance testing.
- Training will be provided on site on the selected system.
- The selected Seller will provide all the necessary training guides and documentation for the training process.
- The selected Seller will provide three (3) copies of the System Administrator's Guide.
- The selected system will be delivered with a complete suite of operator and System Administrator documentation in electronic form that will be stored on the workstation.

Reporting

- The system will allow for statistical reports that may be generated daily, weekly, monthly and/or annually.
- Print Set Type Distribution – This report provides information on the distribution of the types of person prints (rolled fingers, flat fingers, palm prints, and writer's palm prints) stored within the domain database.
- Latent Type Distribution – This report provides information on the distribution of these types of prints (latent fingerprints and latent palm prints) stored within the database.
- Detailed Search Results – This report provides information on every search performed, including the number of searches performed, the search results, and whether the result was assigned automatically or by an expert.

IX. REFERENCES:

The Seller will provide up to five (5) references from organizations comparable in size to the City of Tulsa to which your company has provided print services in the past five (5) years.

1. The references should come from organizations that are comparable in size, complexity, and scope of work sought by this CSP.
2. The references should also demonstrate the Seller's experience and qualifications for providing the services being proposed.

All references should include the name, title, telephone number and e-mail address for the owner of the organization to which the services were provided.

X. EVALUATION CRITERIA:

The following evaluation criteria and points schedule will be used by the City of Tulsa's evaluation committee for the selection of a Seller to provide print services for the City of Tulsa. The evaluation committee will review the initial proposal responses and score them according to the criteria listed below. Depending on the total number of proposal responses to this CSP, the committee may "short list" the Sellers receiving the highest scores and conduct formal discussions/presentations to make a final evaluation. After final evaluation of proposal responses, the City may narrow the total number of responses down to approximately three (3) and may request "Best and Final" offers.

Evaluation Criteria Schedule		
	Description	Points Possible
1.	Industry Experience and Quality of Reference Response	16
2.	Maintenance Agreement Terms	8
3.	Pricing Template Evaluation - Exhibit A	30
4.	Time Needed to Deliver	10
5.	System Compared to Requirements	20
6.	Deployment & Training Compared to Requirements	8
7.	Maintenance & Support Compared to Requirements	8

The City reserves the right to reject any and all proposals, or any part thereof; to accept any proposal or any part thereof; or to waive any informality when it is deemed to be in the City's best interest.

XI. PRICING:

- Seller will include the total cost of their proposals on Exhibit A.
- Seller will complete the Unit Price and Total Annual Cost for every item they intend to provide to the City as part of their proposal.
- Items provided at no cost to the City should have a Unit Price and Total Annual Cost of \$0.00.
- The failure to include all necessary items will disqualify the proposal.

XII. TIME FRAME FOR REVIEW:

The time frame for review of proposals is expected to be six (6) weeks, but the City reserves the right to vary that 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..

THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY

INTEREST AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

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

By: _____
Signature

Title: _____

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

Notary Public

My Commission Expires: _____

Notary Commission Number: _____

County & State Where Notarized: _____

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

NON-COLLUSION AFFIDAVIT

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

STATE OF _____)

COUNTY OF _____)

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

(Seller's Authorized Agent)

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

By: _____

Signature

Title: _____

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

Notary Public

My Commission Expires: _____

Notary Commission Number: _____

County & State Where Notarized: _____

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

AFFIDAVIT OF CLAIMANT

STATE OF _____)

COUNTY OF _____)

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

Company: _____

Remit to

Address: _____

City, State

Zip: _____

Phone: _____

Name (print): _____

Signature: _____

Title: _____

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

Notary Public

My commission expires: _____

My commission number: _____

County and State where notarized: _____

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

RESPONDENT INFORMATION SHEET

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

State of Organization: _____

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

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

Address: _____
Street City State Zip

Website Address: _____ **Email Address:** _____

Sales Contact:

Name: _____

Street: _____

City: _____

State: _____

Phone: _____

Fax: _____

Email: _____

Legal or Alternate Sales Contact:

Name: _____

Street: _____

City: _____

State: _____

Phone: _____

Fax: _____

Email: _____

Exhibit A
Price Sheet Summary – Page 1 of 2

***Must be completed by Seller**

Tenprint/Palmprint Capture- Cabinet Option

Pricing

Description	Unit Price	Annual Maintenance
Live Scan Application Software		
FBI Certified Tenprint/Palmprint 500/1000PPI Scanner		
Computer, monitor, keyboard		
Ruggedized Cabinet fixed-height with foot pedal		
Standard OSBI Workflows and Profiles		
Universal Power Supply		
Installation / On-site Training		
Warranty (define)		
Freight		
Annual Maintenance		
Discounts		
TOTAL		

Tenprint/Palmprint Capture- Desktop System – No Cabinet

Pricing

Description	Unit Price	Annual Maintenance
Live Scan Station Application Software		
FBI Certified Tenprint/Palmprint 500/1000PPI Scanner		
Computer, monitor, keyboard		
Foot pedal for hands free		
Standard OSBI Workflows and Profiles		
Universal Power Supply		
Installation / On-site Training		
Warranty (Define)		
Freight		
Annual Maintenance		
Discounts		
Total		

Exhibit A
Price Sheet Summary – Page 2 of 2

Optional Equipment Pricing

Description	Unit Price	Annual Maintenance
Touchscreen Monitor		
Cabinet Mugshot Capture		
Camera		
software		
mounting hardware		
Desktop Mugshot Capture		
Camera		
Tripod		
Lighting Kit/ Backdrop		
Printer (Tenprint card, Duplexer, etc.)		
Demographic Interface to ODIS		
Tripod		

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 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.** 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: _____