

Request for

Competitive Sealed Proposal

17-516 Parking Fee Mobile Payment System

NIGP Commodity Code(s):
920-14 APPLICATIONS SOFTWARE

**Submit proposals
(sealed) to:**
Deputy City Clerk
City of Tulsa
175 E. 2ND St.
Suite 260



CITY OF
Tulsa
A New Kind of Energy.

Addendum 2

Additions and Changes

The following questions and answers have been added for clarification.

1 When does the City intend on launching the parking system? Does the City intend on launching the citation system and the parking system at the same time?

Response: We intend to launch a mobile app "Downtown wide" along with the 21 new Parkeon paystations in the Brady area as soon as a bidder is chosen and terms can be reached. Launching a citation system will depend on cost.

2 Who is the City's current enforcement provider?

Response: TPD is currently using Brazos with a limited deployment. The parking section of Asset Management is still enforcing manually.

3 What percentage of citations go uncollected each year?

Response: About 38% of citation from the past year remain uncollected.

4 What is the escalation schedule for citations?

Response: 10 days to pay. If the citation goes unpaid there is \$10 late fee added. Goes to collections with contractor, after 60 days. If the vehicle receives a 2nd citation and it goes beyond the 10 days to pay then there is added an additional \$10 late fee and the vehicle is added to the "Nuisance" list per ordinance. Citations will remain in collections. Collections terms are being rewritten.

5 What type of handheld units is the City currently using?

Response: TPD uses Brazos. Parking enforcement isn't using anything currently.

6 What is the average fine for each citation and the penalty fine for each escalation period?

Response: Average citation is about \$30 and late fees are \$10. When the vehicle goes on the boot list it becomes the cost of citations and boot fees.

7 Does the City have a preference of single unit issuance devices to a smartphone and Bluetooth printer combination?

Response: Please include this in your offer.

8 Are the off street spaces in surface lots or garages? If garages, who is the PARCS provider?

Response: We have both surface and garage spaces. Some are equipped with Amano systems

9 Your RFP states it wants a pre-paid wallet for parking funds available to the Parker. Is Apple Wallet, PayPal and Android Pay acceptable wallet options for your Parkers?

Response: Please include in your offer that which you can make available.

10 You have 5,700 parking spaces in garages that you would like to roll out later with mobile parking. Do all the garages with 5,700 spaces have gates to enter and exit?

Response: Yes.

11 You mentioned how you were trying to get your credit card processing fees possibly paid by your Parkers/Vendor if your Pay Station volume keeps growing. In the pricing for mobile parking is the City trying to get the Parker/Vendor to pay for credit card processing fees built in the parking transaction fee or will the City pay credit card processing fees for mobile parking?

Response: Please include in your offer that which you can make available. The city is currently paying credit card processing fees. The city is seeking options with the new mobile app.

Addendum 1

Additions and Changes

The following questions and answers have been added for clarification.

1. What is the current number of on-street parking spaces?

Response - The City has about 1600 current active metered spaces. We expect there will be an additional 1000 spaces added sometime following implementation of the parking application.

2. What is the current number of off-street ungated parking spaces?

Response - Unknown

3. What is the current number of off-street gated / garage parking spaces:

Response – Tulsa Parking Authority (“TPA”) owns about 5700, this may be an optional additional, but was not previously considered.

4. What is the current number of single space meters:

Response - 633

5. What is the current number of multi-space meters:

Response - 114

6. What is the make and model of your current parking meters?

Response - POM single space, Rhino MS1 are being replaced with Parkeon StradaPal

7. How many of your meters/spaces accept credit cards?

Response - Only 6 of the Rhino MS1s still have functional credit card machines, which covers less than 50 spaces. The City installed 21 Parkeon StradaPal meters that will be turned on to coincide with implementation of a mobile payment system to accept charge cards for 1000spaces.

8. What are your parking rates?

Response – Most are \$1.00 per hour and will probably change.

9. What was the total number of annual parking compliance transactions (Paid Parking Sessions) last year and how much revenue was collect from those transactions?

Response – Approximately \$510,000.00 was collected from charge card transactions.

10. Of the total annual parking compliance transactions last year, how many were cash transactions and what was their total revenue amount?

Response - \$500,600.00

11. Of the total annual parking compliance transactions last year, how many were credit card transactions and what was their total revenue amount?

Response - Total number of charge card transactions = 9,801 for a total of \$9,398.50 of revenue. (Or less than 2 % of total revenue.) During the pilot test we experienced more than 65% of revenue from charge card transactions.

12. For current credit card transactions, does the City pay the credit card processing fees?

Response – The City pays the transaction fee at this time, but will seek to change the terms as the count escalates.

13. What was the total number of annual parking violation transactions last year and how much revenue was collected from those transactions?

Response – The City issued 16328 citations at a cost of \$1,013,890.00. \$584,000.00 of the total cost were for violations handicap provisions.

14. Will the City be responsible for signage production costs?

Response - No

15. Who will act as the Merchant of Record?

Response - Please bid options.

16. Will the Merchant of Record be responsible to pay for merchant processing and credit card fees?

Response - Please bid options.

17. If the City will act as Merchant of Record, who is your merchant processor and bank today?

Response - Chase Pamentech

18. Will the convenience fee be paid by the consumer on top of regular parking fees or absorbed by the City so as to create parity between cash payments and mobile payments?

Response - Customer will pay convenience fee. Please bid options.

19. Do you currently have a mobile payments vendor and/or have you run any pilots with any mobile payments vendors?

Response - The City does not currently have a mobile payments vendor. A test was made using the Parkeon meters

20. Do you offer residential, visitor, disability, EV, or corporate permits in your city?

Response – The City does not currently offer permits.

21. Any other types?

Response – The city offers no other types of permits.

22. Of the types you offer, what monthly or annual volumes do you sell?

Response – No periodic payment system exists.

Note that Parking Compliance Revenue is defined as revenue that Consumers pay for parking legitimately. That is in contrast with and separate from violation/citation revenue.

I. STATEMENT OF PURPOSE:

With this Competitive Sealed Proposal (CSP) request, we are searching to secure services to provide a system for online and mobile payment capabilities of automobile parking fees to customers parking in Tulsa.

We enthusiastically look forward to receiving your proposal.

II. INSTRUCTIONS FOR SUBMITTING A PROPOSAL:

A. General Requirements

1. The proposal **must** be received by **5:00 p.m. on Wednesday, July 12, 2017, Central Daylight Time**. Proposals must be sealed in an envelope or box clearly labeled **“CSP 17-516 Parking Fee Mobile Payment System**. Proposals arriving late will be returned unopened.
2. Proposals must be delivered sealed to:

**Deputy City Clerk
City of Tulsa
175 E. 2nd St.
Suite 260
Tulsa, OK 74103**
3. All interested Respondents (Sellers) are required to register with the Buyer, Terry O. Thomas, in order to receive updates, addenda or any additional information required. The City is not responsible for any failure to register.
4. Inquiries to the Buyer requesting clarification regarding this CSP request or the content herein must be made via e-mail and must be received prior to the end of the business day on **June 27, 2017**.

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

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

5. Respondents shall designate a contact person, with appropriate contact information, to address any questions concerning a proposal. Respondents shall also state the name and title of individuals who will

make final decisions regarding contractual commitments and have legal authority to execute a contract on the Respondent's behalf.

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

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

B. General Notifications

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

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

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

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

III. SCOPE OF WORK

1. Definitions

- A. City – City of Tulsa Oklahoma
- B. Customer – Parker, End User
- C. Seller – Winning Bidder
- D. Parking session – The time period paid for parking initiated by the customer or by the city on behalf of the customer or validated by a third party
- E. Paystation – Parkeon Strada pay station

2. The System shall:

- A. Provide multiple payment options for on-street and parking lot parking;
- B. Provide abilities for app branding specific to City of Tulsa and integration with City of Tulsa branded website ParkTulsa.com;
- C. Provide multiple methods to pay for a specific period of parking time with a single phone call or action;
- D. Provide methods for assigning fees based on multiple rate and time structures;
- E. Provide the customer the ability to make payment through voice, pc website, mobile website, and smartphone application compatible with iOS and Android operating systems;
- F. Provide a website that can be accessed by older devices and personal computer;
- G. Provide for customer account registration;
- H. Provide for a pre-funded or stored funds (Wallet) account capability;
- I. Provide for multiple vehicles stored to one customers account and wallet;
- J. Provide for geo-location capabilities
- K. Provide the customer a selectable notification method such as text, email or app notification prior to the expiration of their parking session;
- L. Provide purchase of additional parking time;
- M. Prohibit the purchase of time in excess of the maximum time allowed for that specific parking space;

- N. Prohibit the purchase of time when desired time includes restricted parking periods (i.e. during free parking periods or holidays);
- O. Provide for pre-payment of parking up to three (3) hours prior to daily listed start time. (i.e. if the customer parks at 5am and metered parking doesn't begin until 8am. The customer shall be able to pay for the parking period that commences at 8am at a time in advance of the period as early as 5am. This is not intended to be a reservation system, but a payment held in escrow for the vehicle in the space until the meter operational hours go into effect);
- P. Provides for customer ability to start and stop parking sessions with a wallet feature
- Q. Provides secure online third party validation for parking and/or other creative ways to enhance the overall customer and downtown parking experience;
- R. Provide real time monitoring and detailed information of parking session through a comprehensive back office system;
- S. Provides for integration of back-office operation with Parkeon metered parking back-office systems;
- T. Provide the ability for rates, schedules and other parking parameters to be defined and changed by the city in a flexible manner, in real time and without any system down-time or additional cost;
- U. Provide for the ability to track revenues by meter district or zone to ensure funds are allocated to the correct accounts;
- V. Provide the ability for customers to contact the seller with complaints and for refund requests and allows the city the ability to process such requests;

3. The System shall:

- A. Communicate the paid status of vehicle to Parkeon enforcement handheld devices and license plate reader system in real time;
- B. Be PCI and DSS compliant
- C. Feature a mobile application and website that work as one cohesive unit with the current Parkeon pay stations;

4. The Seller shall:

- A. Provide an enforcement option utilizing electronic citations and electronic hand held devices;
- B. Provide website/app changes as ordinance, rate, and schedule adjustments occur and indicate associated fees if any apply;
- C. Insure at least 99% uptime and define variables affecting uptime and downtime;
- D. Clearly communicate any and all fees to the customer and the city
- E. Demonstrate methods used to minimize the convenience and processing fees to the greatest extent possible (digital wallets, etc.);
- F. Provide and be responsible for the installation, removal, costs of signage and decals;
- G. Provide adequate personnel for promotion, customer relations and education during roll out and implementation;
- H. Provide a plan of implementation to detail time line and mapping;

IV. TIME FRAME FOR REVIEW:

The committee expects the evaluation and selection process to be completed with two (2) to four (4) weeks. However, this period depends on the number of participants and the complexity of the proposals.

V. DELIVERABLES:

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

- 1) A detailed risk management plan including server backup, redundancy, fail over periods, and recovery methods.
- 2) Four references which have purchased systems from the Bidder within the past four (4) years

VI. RESPONDENT AND PROPOSAL REQUIREMENTS

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

- A. One (1) unbound original and two (2) bound copies of the proposal plus one electronic (1) copy on CD, DVD, or flash drive.
- B. A description of the Respondent's qualifications and experience and that of key personnel assigned to this project (and that of each firm proposed as part of the Respondent's team). It is noted that equipment, material and staff shall be provided by the Respondent.
- C. A description of previous projects that Respondent's firm has conducted for organizations of similar size and complexity. Provide contact names and telephone numbers of references from these organizations.
- D. Provide a project schedule, identifying beginning and ending dates of work, as well as project target dates.
- E. At the discretion of the City, one or more Respondents may be invited to be interviewed for purposes of clarification or discussion of the proposal.
- F. Any expenses incurred by the Respondent(s) in appearing for an interview or in any way providing additional information as part of the response to this Competitive Sealed Proposal request are solely the responsibility of the Respondent. The City of Tulsa is not liable for any costs incurred by Respondents in the preparation of proposals or any work performed by the Respondent prior to the approval of an executed contract by the City of Tulsa. The City assumes no responsibility or liability for any costs you may incur in responding to this CSP request, including attending meetings or contract negotiations.

VII. EVALUATION OF PROPOSALS:

A panel consisting of not less than four (4) City of Tulsa employees will evaluate proposals. Selection shall be determined to be in the best interest of the City as evaluated by the City of Tulsa. The approval of the selected Respondent will be subject to the final determination of the City and will be contingent on the successful completion of a contract between the City and the successful Respondent.

Evaluation Criteria

25%	Compliance with specification
30%	Price
10%	Utility exceeding specification
10%	Back office and software
10%	Branding, website, application, other value added services
10%	Ease of use – customer experience
5%	Client Feedback

VIII. AWARD OF PROPOSALS:

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

1. The ability, capacity and skill of the Respondent to perform the contract or provide the service required,
2. Whether the Respondent can perform the contract or provide the service promptly or within the time specified, without delay or interference,
3. The character, integrity, reputation, judgment, experience and efficiency of the Respondent,
4. The quality of performance by Respondent of previous contracts or services,
5. The previous and existing compliance by the Respondent with laws and ordinances relating to the contract or service,
6. The sufficiency of the financial resources and ability of the Respondent to perform the contract or provide the service,
7. The quality, availability and adaptability of the Services offered by Respondent to the particular use required,
8. The ability of the Respondent to provide future maintenance, support and service related to Respondent's offer,

9. Where an earlier delivery date would be of great benefit to the Using Department, the date and terms of delivery may be considered in the Proposal award,

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

11. The number of points earned by the Respondent according to the evaluation criteria.

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

13. The recommendation of the project evaluation committee.

IX. MISCELLANEOUS

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

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

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

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

INTEREST AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

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

By: _____
Signature

Title: _____

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

Notary Public

My Commission Expires: _____

Notary Commission Number: _____

County & State Where Notarized: _____

The Affidavit must be signed by an authorized agent and notarized

NON-COLLUSION AFFIDAVIT

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

STATE OF _____)

COUNTY OF _____)

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

(Seller's Authorized Agent)

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

By: _____

Signature

Title: _____

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

Notary Public
My Commission Expires: _____

Notary Commission Number: _____
County & State Where Notarized: _____

The Affidavit must be signed by an authorized agent and notarized

AFFIDAVIT OF CLAIMANT

STATE OF _____)

COUNTY OF _____)

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

Company: _____

Remit to
Address: _____

City, State
Zip: _____

Phone: _____

Name (print): _____

Signature: _____

Title: _____

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

Notary Public

My commission expires: _____

My commission number: _____

County and State where notarized: _____

The Affidavit must be signed by an authorized agent and notarized

RESPONDENT INFORMATION SHEET

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

State of Organization: _____

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

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

Address: _____
Street City State Zip

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

Sales Contact:

Name: _____

Street: _____

City: _____

State: _____

Phone: _____

Fax: _____

Email: _____

Legal or Alternate Sales Contact:

Name: _____

Street: _____

City: _____

State: _____

Phone: _____

Fax: _____

Email: _____

Price Sheet Summary

Description	Unit	Unit Cost	Extended Cost
Mobile application			
Webhosted application			
Installation			
Training			
Service Promotion			

Seller must include all costs and associated fees in the price summary.

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 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: _____