
Request for Proposal

TAC1100

Professional Services for
Panhandling Initiative

NIGP Commodity Code(s):

918-03 Alcohol and Drug Abuse Consulting Services

918-67 Human Services Consulting (Including Mental Health Consulting Services)

952-15 Case Management

Submit proposals (sealed) to:

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



CITY OF
Tulsa
A New Kind of Energy.

Issued October 30, 2017

Change:

The deadline for submitting proposals has been extended to November 29, 2017.
The extension allows time to consider holding a pre-proposal meeting.

Issued November 27, 2017

Change:

Added the following question and answer section

Questions and answers

1. Under section VI City Provisions (renumbered VII); item A. states that the City will contribute \$100,000 to help fund the project. Is that amount for six months or one year?

[Response: The annual amount is \\$200, 000.](#)

2. Under section VI City Provisions (renumbered VII); item B. states that the City will provide a passenger van.

a. Will the city provide a driver?

[Response: No](#)

b. Will the City provide insurance?

[Response: No. However, the City will repair as needed except where the driver is at fault for damage.](#)

3. Under section IV Scope of Work (renumbered V); item C. states The Respondent shall establish contact with a minimum of 100 individuals in the target population through roving van outreach over the period of this six (6) month Agreement. Is the term for this project only six months?

[Response: The six month period is to time the agreement with the City's fiscal year.](#)

4. Under section IV Scope of Work (renumbered V); item D. states the Respondent shall provide Day Labor Services which extends work opportunities to the program participants. Will the City be the source for the work opportunities?

[Response: Yes](#)

5. Under section IV Scope of Work (renumbered V); item D. (renumbered E.) states the Respondent shall extend offers to provide Case Management Services to Program Participants. To what services does this refer?

[Response: The services are further explained in section I. \(renumbered J.\).](#)

6. Under VI Respondent and Proposal Requirements (renumbered IX); item B. states It is noted that equipment, material and staff shall be provided by the Respondent. Does that mean that the Seller is required to provide the workers tools such as shovels and rakes, or trash bags?

[Response: No that clause addresses the resources required to produce a response to the request for proposal. The City will provide tools for work participants assigned to City supplied work services.](#)

7. Will the City provide gasoline for the van?

[Response: No](#)

8. Will the City provide a portable toilet?

Response: No, the City has restroom facilities at all sites intended for inclusion in the process.

I. STATEMENT OF PURPOSE:

With this Request for Proposal (RFP), we are searching to secure professional services to provide day labor opportunities and individualized case management services to panhandlers in the City of Tulsa ("City").

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, November 29, 2017, Central Daylight Time.**
Please place Proposals in a sealed envelope or box clearly labeled **"RFP TAC1100, Panhandling Initiative.**
Proposals received late will be returned unopened.
2. Proposals shall be delivered sealed to:

Deputy City Clerk
City of Tulsa
175 E. 2nd Street, Suite 260
Tulsa, OK 74103
3. All interested Respondents (Sellers) are required to register with the Buyer in order to receive updates, addenda or any additional information required. The City is not responsible for any failure to register.
4. Inquiries requesting clarification regarding the Request for Proposal or the content therein shall be submitted to the Buyer via e-mail with **"RFP TAC1100"** included on the subject line and must be received prior to the end of the business day on **November 8, 2017.**

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

Any questions regarding this RFP will be handled as promptly and as directly as possible. If a question requires only clarification of instructions or specifications, it will be handled via e-mail. If any question results in a substantive change or addition to the RFP, the change or addition will be forwarded to all registered Respondents as quickly as possible by addendum.

5. Respondents shall designate a contact person, with appropriate contact information, to address any questions concerning a Proposal. The Respondents shall also state the name and title of individuals who will make final decisions regarding contractual commitments and have legal authority to execute the Agreement on the Respondent's behalf.

B. General Notifications

1. The City 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 Agreement on the basis of race, religious creed, color, national origin, ancestry, physical disability, sex, age, ethnicity, or on any other basis prohibited by law.
2. All Respondents shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination.
3. All Respondents shall comply with the Americans with Disabilities Act (ADA) and all Proposals and a subsequent Agreement, if any, shall include the following statement:

“The Respondent shall take the necessary actions to ensure its facilities are in compliance with the requirements of the Americans with Disabilities Act. It is understood that the program of the Respondent is not a program or activity of the City of Tulsa. The Respondent agrees that its program or activity will comply with the requirements of the ADA. Any costs of such compliance will be the responsibility of the Respondent. Under no circumstances will the Respondent conduct any activity which it deems to not be in compliance with the ADA.”

4. The City also notifies all Respondents that the City has the right to modify the RFP and the requirements herein, to request modified Proposals from Respondents, and to negotiate with the selected Respondent on price and other Agreement terms, as necessary to meet the City's objectives.
5. Although it is the City's intent to choose only the most qualified Respondents, the City reserves the right to choose any number of qualified finalists for interview and/or for final selection. At the discretion of the City, one or more Respondents may be invited to be interviewed for purposes of clarification or discussion of the Proposal.
6. This Request for Proposal does not commit the City 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 Agreement for services or supplies necessary to respond. Any expenses incurred by the Respondent(s) in appearing for an interview or in any way in providing additional information as part of the response to this Request for Proposals are solely the responsibility of the Respondent. The City of Tulsa is not liable for any costs incurred by Respondents for any work performed by the Respondent prior to the approval of an executed Agreement by the City.

III. DEFINITIONS

For the purposes of this RFP, the following underlined terms shall be defined as follows:

Agreement: The written document between the City and a service provider, which contains the terms and conditions of the business relationship. The Agreement includes a written statement of work, or the specifications including special provisions in the Proposal. Supplemental changes or arrangements pertaining to the work, term, price or other elements of the Agreement shall also become a part of the Agreement.

Day Labor Services: A program which gives an individual the opportunity to work by the day.

Case Management Services: These services provide assessment, planning, coordination, monitoring, and evaluation of options and resources to meet an individual's specific needs.

City: The City of Tulsa, an Oklahoma municipal corporation.

Non-Profit Organization: means an organization described in 501(c) of the Internal Revenue Code of 1986 and which is exempt from taxation under Subtitle A of the code, has an accounting system and a voluntary board and practices non-discrimination in the provision of services.

Program Participant: An individual or family who is assisted by panhandling initiative Program.

Proposal: The written offer duly submitted to the City, by the person, persons, partnership, company, firm, association or corporation to perform an Agreement for work described in the RFP

Program: Panhandling pilot initiative

Project: The Respondent's program of eligible activities described in the Proposal.

RFP: Request for Proposal.

Respondent: The person, partnership, company, firm, association, or corporation that submits a written Proposal for consideration to perform the work described in the Request for Proposal (RFP).

Responsive: An Organization who has submitted a Proposal which conforms in all material aspects to the requirements stated in the RFP.

IV. BACKGROUND:

The City's Panhandling Initiative is modeled after the City of Albuquerque, New Mexico's "There's a Better Way" program. Research and best practices show that comprehensive work programs offer people dignity in work, connect individuals with services, and provide a collective impact to end panhandling. Many factors often become barriers for panhandlers to gain income through mainstream employment and public resources. Through individual assessments, it is the City's goal that case managers are able to connect panhandlers with services that will reduce and eliminate barriers that led them to panhandling. Services may include, but are not limited to, mental health and substance abuse treatment, shelter, food, clothing, job training, living skills, obtain birth certificates, GED classes, etc..

V. SCOPE OF WORK:

- A.** The Respondent shall go to targeted areas of the city with a large concentration of panhandlers, approaching them with an opportunity to earn a fair wage for a set amount of work.
- B.** The Respondent shall not utilize this Agreement to render services currently contracted with the City.
- C.** The Respondent shall establish contact with a minimum of 100 individuals in the target population through roving van outreach over the period of this six (6) month Agreement. Each of these contacts must be new Program Participants and not previously contacted.
- D.** The Respondent shall provide Day Labor Services which extends work opportunities to Program Participants.
 - 1. Participants will be paid in cash and be provided lunch daily.
 - 2. Day Labor opportunities must be extended to a minimum of 6 panhandlers per day for 3 days a week
- E.** The Respondent shall extend offers to provide Case Management Services to Program Participants.
- F.** The Respondent shall cooperate with any City, State or Federal program data collection and evaluation efforts by providing the requested information for services delivered. Services provided to any identified homeless persons shall be entered in the local Homeless Management Information System (HMIS)
- G.** The Respondent shall participate in networking activities as designated by the City to include but not be limited to two networking meetings per Program period of six months.
- H.** The Respondent shall provide detailed reports to the City's Asset Management Department.
 - 1. Daily documentation shall include:
 - a)** Contact Location

- b) Participants
 - c) Work conducted
- 2. Monthly Reporting shall include
 - a) Number of persons contacted and where
 - b) Number accepting case management services
 - c) Type of services accepted
 - d) Number accepting compensation for day labor
 - e) Anonymized HMIS data
 - f) Program expenditures
- I. The Respondent's Program shall address the Program Participant's' immediate financial needs through a paid service that satisfies a public service while also providing supportive services that may lead to an increase in consistent income and stable housing for those who are homeless or are at risk of becoming homeless.
- J. The Respondent shall describe a comprehensive set of supportive and/or referral services available to Program Participants based on individual/family assessment results. Supportive and referral services strategies shall include at a minimum:
 - 1. Childcare services (tuition or fees)
 - 2. Transportation
 - 3. Tuition for training
 - 4. Supplies/Uniforms
- K. The Respondent's program shall provide the following services (hereinafter referred to as the "Services") in a satisfactory and proper manner as determined by the City and within the financial resources provided by the City:
 - 1. Program Participants are evaluated and assessed using an intake assessment form to determine eligibility and wrap around services required for Program Participants.
 - 2. Case managers should engage, assess, and follow up with Program Participants each day they are paid for day labor, and as needed, thereafter.
 - 3. Program Participants are referred to other nonprofit or partner agencies to provide wrap-around social service
 - 4. Cooperate with any City, State or Federal program data collection and evaluation efforts by providing the requested information for services delivered. Services provided to any identified homeless persons shall be entered in the local Homeless Management Information System (HMIS).

5. Comply with the City's request to update the HMIS program profile as needed for the City's Homeless Services website and 311 system.
6. Case management Proposals should, at minimum, address how case managers will conduct assessments and provide supportive and referral services.

VI. PROGRAM GOALS:

- A. Case managers are able to connect panhandlers with services that will reduce or eliminate barriers that led them to panhandling. Services may include, but are not limited to, mental health and substance abuse treatment, shelter, food, clothing, job training, living skills, obtain birth certificates, GED classes, etc.).
- B. Program Participants must be paid at a rate of at least \$10.37 an hour.
- C. With respect to the total annual Program populace:
 1. 10% will enroll in job programs,
 2. 25% will reach stable employment,
 3. 25% will find stable or supportive housing, and
 4. 25% will access other needed social services.

VII. CITY PROVISIONS:

- A. The City will contribute \$100,000 to help fund the Project; however, Proposals that include additional funds and/or committed in-kind services are strongly preferred, and will receive higher ratings in City's evaluation process.
- B. The City shall provide a passenger van for use to transport Program Participants to work assignments and among assistance locations.

VIII. DELIVERABLES:

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

- 1) Respondents must show how day labor opportunities and customized case management will help Program Participants and contribute to the reduction of panhandling in the City of Tulsa.
- 2) Respondent must deliver a detailed financial plan with identified sources of funding for operation of the program.
- 3) The Respondent shall propose a program that addresses the Program Participant's immediate financial needs with income from paid labor for work that satisfies a public service while also providing supportive services that may lead to an increase in consistent income and stable housing for those who are homeless or are at risk of becoming homeless.

IX. RESPONDENT AND PROPOSAL REQUIREMENTS:

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

- A.** One (1) unbound original and five (5) bound copies of the Proposal plus one (1) electronic copy.
- B.** A description of the Respondent's qualifications and experience and that of key personnel assigned to this Project (and that of each Respondent proposed as part of the team). It is noted that equipment, material and staff shall be provided by the Respondent.
- C.** A description of previous Projects that Respondent (and any others proposed as part of Respondent's team) 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.** To ensure that this Project is completed in a timely manner, the City requires that the selected Respondent perform steps concurrently to expedite results and recommendations, as feasible.
- F.** Respondents shall document a minimum of 24 months for-profit and / or non-profit experience providing proposed labor related services.
- G.** Nonprofit Organizations with demonstrated activities in low-income neighborhoods and populations are eligible to apply.
 - 1. Nonprofit Organizations must demonstrate a history of direct service provision to targeted populations as defined by this RFP.
 - 2. Nonprofit Organization's experience must have targeted low-income persons, particularly those who are homeless or at risk of becoming homeless.
- H.** A Respondent may submit a Proposal for:
 - 1. Day labor services;
 - 2. Case management/supportive services (501c3 Nonprofit Organizations only), limited to a request of up to \$15,000; or
 - 3. Both day labor and case management services.
- I.** The primary Respondent is encouraged to subcontract to maximize services.
- J.** If the primary Respondent is a for-profit entity and plans to apply for both components, documentation of partnership with a 501c3 nonprofit will be required to provide the wrap around case management services.
- K.** The following requirements shall be confirmed to grant award:
 - 1. A 501 (c) (3) status (Nonprofit Organizations only)
 - 2. A good standing with the Internal Revenue Services (IRS)
 - 3. Tax ID number
- L.** A selected Respondent and its subcontractors must obtain at their expense and keep in effect during the term of the Agreement, including any renewal periods, policies of General Liability insurance in the minimum amounts set

forth below and Workers' Compensation insurance in the statutory limits required by law.

Personal injury, each person	\$ 175,000.00
Property damage, each person	\$ 25,000.00
Auto Liability, each occurrence	\$ 1,000,000.00
Comprehensive auto coverage for City provided vehicle	Appropriate to vehicle and Use
Personal injury and property damage, each occurrence	\$ 1,000,000.00
Workers' Compensation	(Statutory limits)

X. TIME FRAME FOR REVIEW:

The committee intends to make a well informed decision and to thoroughly examine the Proposals tendered in response to this solicitation. We believe the process can be concluded within four weeks, but may extend the period based on the number and complexity of responses.

XI. EVALUATION OF PROPOSALS:

A panel consisting of not less than three City employees will evaluate Proposals. Final selection shall be the sole determination of the City, and if a selection is made it will be to the Respondent whose Proposal is determined to be in the best interests of the City. The approval of the selected Respondent will be subject to the final determination of the City and will be contingent on the successful completion of an Agreement between the City and the selected Respondent(s).

Each Proposal received will be analyzed to determine overall responsiveness and completeness to the RFP.

Evaluation Criteria Weighting – Points Possible	
Capability and Expertise	25
Resources Committed to Program Budget	35
Approach and Methodology	20
Data collection, evaluation and presentation	20
Total	100

XII. AWARD OF PROPOSALS:

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

1. The ability, capacity and skill of the Respondent to perform the Agreement or provide the service required,
2. Whether the Respondent can perform the contract or provide the service promptly or within the time specified, without delay or interference,
3. The character, integrity, reputation, judgment, experience and efficiency of the Respondent,
4. The quality of performance by Respondent of previous contracts or services,

5. The previous and existing compliance by the Respondent with laws and ordinances relating to the contract or service,
6. The sufficiency of the financial resources and ability of the Respondent to perform the contract or provide the service,
7. The quality, availability and adaptability of the Supplies, Services, and Information Technology Systems offered by Respondent to the particular use required,
8. The ability of the Respondent to provide future maintenance, support and service related to Respondent's offer,
9. Where an earlier delivery date would be of great benefit to the Using Department, the date and terms of delivery may be considered in the Proposal award,
10. The degree to which the Proposal submitted is complete, clear, and addresses the requirements in the Proposal specifications,
11. If a point system has been utilized in the Proposal specifications, the number of points earned by the Respondent.
12. The total cost of ownership, including the costs of supplies, materials, maintenance, and support necessary to perform the item's intended function.
13. If an evaluation committee performs the evaluation, the recommendation of such committee.

XIII. MISCELLANEOUS

- A. The City expects to enter into a written Agreement (the "Agreement") with the chosen Respondent that shall incorporate this RFP and your Proposal. Further, Respondent will be bound to comply with the provisions set forth in this RFP. In addition to any terms and conditions included in this RFP, the City may include in the Agreement other terms and conditions as deemed necessary. Your response to this RFP and any subsequent correspondence related to this Proposal process 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.
- C. The use of the City's name in any way as a potential customer is strictly prohibited except as authorized in writing by the City.
- 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 Respondent's primary contact for this Proposal. Your Proposal must include the name, address, telephone number and e-mail address of the Respondent.
- E. The City assumes no responsibility or liability for any costs you may incur in responding to this RFP, including attending meetings or Agreement negotiations.

- F. The City is bound to comply with Oklahoma's Open Records Act, and information submitted with your Proposal, with few exceptions, is a matter of public record. For specifics, 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 infringe upon any intellectual property right of any Respondent, but specifically reserves the right to use any concept or methods contained in the Proposal. Any desired restrictions on the use of information contained in the Proposal should be clearly stated. Responses containing your proprietary data shall be safeguarded with the same degree of protection as the City's own proprietary data. All such proprietary data contained in your Proposal must be clearly identified. The City shall not be under any obligation to return any materials submitted in response to this RFP.

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NON-COLLUSION AFFIDAVIT

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

STATE OF _____)
)ss.
COUNTY OF _____)

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

(Seller's Authorized Agent)

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

By: _____

Signature

Title: _____

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

Notary Public

My Commission Expires: _____

Notary Commission Number: _____

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

INTEREST AFFIDAVIT

STATE OF _____)

)ss.

COUNTY OF _____)

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

By: _____
Signature

Title: _____

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

Notary Public

My Commission Expires: _____

Notary Commission Number: _____

County & State Where Notarized: _____

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

AFFIDAVIT OF CLAIMANT

STATE OF _____)
)ss.
COUNTY OF _____)

The undersigned 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 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: _____

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

RESPONDENT INFORMATION SHEET

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

State of Organization: _____

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

- | | |
|--|--|
| ☐ Sole Proprietorship | ☐ Limited Liability Company |
| ☐ Partnership | ☐ Limited Liability Partnership |
| ☐ Corporation | |
| ☐ Limited Partnership | ☐ Other: _____ |

Address: _____
Street City State Zip

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

Sales Contact:

Name: _____

Street: _____

City: _____

State: _____

Phone: _____

Fax: _____

Email: _____

Legal or Alternate Sales Contact:

Name: _____

Street: _____

City: _____

State: _____

Phone: _____

Fax: _____

Email: _____

Exhibit A – Proposed Resources Committed to Project

Resource	Amount
Cash	
Facilities	
In-Kind Services (list by type below)	
<i>Service type</i>	
<i>Service type</i>	
<i>Service type</i>	
Total Proposed Resources Committed to Project	\$

Company Name: _____

Date: _____

Signature: _____

Name Printed: _____

Title: _____

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City of Tulsa General Contract Terms

It is anticipated that the City of Tulsa will enter into an Agreement (contract) with the selected Respondent for an initial term ending six (6) months 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.** 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.** 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.
5. **Liens.** Pursuant to City's Charter (Art. XII, §5), no lien of any kind shall exist against any property of City. 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.
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.

The undersigned Respondent agrees to the inclusion of the above provisions, among others, in any contract with the City of Tulsa.

Company Name: _____

Date: _____

Signature: _____

Name Printed: _____

Title: _____