

Request for

Competitive Sealed Proposal

Addendum #1

TAC 1124

Professional Services for
Business Intelligence and Data Analytics

NIGP Commodity Code(s):

208-21 – BUSINESS INTELLIGENCE SOFTWARE

208-36 – DATA PROCESSING 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*.

I. STATEMENT OF PURPOSE:

This project's primary purpose is to **empower employees at all levels of technical skill with the ability to use data to make decisions in their day-to-day operations of the city.** For example, the Fire Department should be able to quickly understand response time for fire stations and generate a dashboard that updates that data automatically. Because the City of Tulsa is a public entity, the intent is to make these dashboards available for public use, so the Respondent should demonstrate how the data visualizations created in the software can be used by the general public through a web browser.

With this Competitive Sealed Proposal (CSP) request, the City of Tulsa seeks to purchase a software solution to conduct analysis and visualization of large (>500,000 rows) datasets. This solution should have at its core the ability to create dashboards by non-technical users. It should facilitate 'what-if' analysis that allows users to ask questions of the dataset and create quick visualizations that answer those questions. Filtering and downloading raw data should be intuitive. The software should be able to interface with Microsoft SQL Server databases.

This project's success will be measured by the usefulness of the data and analysis for traditionally non-technical users. The City of Tulsa will ask for users with little technical ability to evaluate the tools to determine if they can draw insights with a 15 minute tutorial of the tool. Managers who are not trained in data analytics should be able to draw reasonable insights from their data with very limited training.

The intent of this procurement is to enable the solution to be used enterprise-wide. However, proposers should consider that cost may prohibit this and propose pricing for named users ranging from 50-500 users.

II. INSTRUCTIONS FOR SUBMITTING A PROPOSAL:

A. General Requirements

1. *Optional Pre-Proposal Conference Call*

The City of Tulsa will conduct an optional pre-proposal conference call on **Friday, January 26 at 11:00am** Central Standard Time. This conference call will provide an opportunity for the City to walk through the vision for this project and allow the respondents to ask questions. The call will be recorded and made available for all potential respondents after the call.

The link to access the meeting is:

URL: <https://global.gotomeeting.com/join/262328309>

Dial-in (571) 317-3122

Access Code: 262-328-309

2. The proposal **must** be received by **5:00 p.m. on Wednesday, February 28, 2018 Central Time**. Proposals must be sealed in an envelope or box clearly labeled "**CSP TAC 1124; Business Intelligence and Business Analytics.**" Proposals arriving late will be returned unopened.

3. Proposals must be delivered sealed to:

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

4. All interested Respondents (Sellers) are required to register with the Buyer, Patricia Cummings in order to receive updates, addenda or any additional information required. The City is not responsible for any failure to register.
5. 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 **Friday, February 2, 2018**.

**Patricia Cummings, Senior Buyer
pcummings@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.

6. 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.
7. 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.”

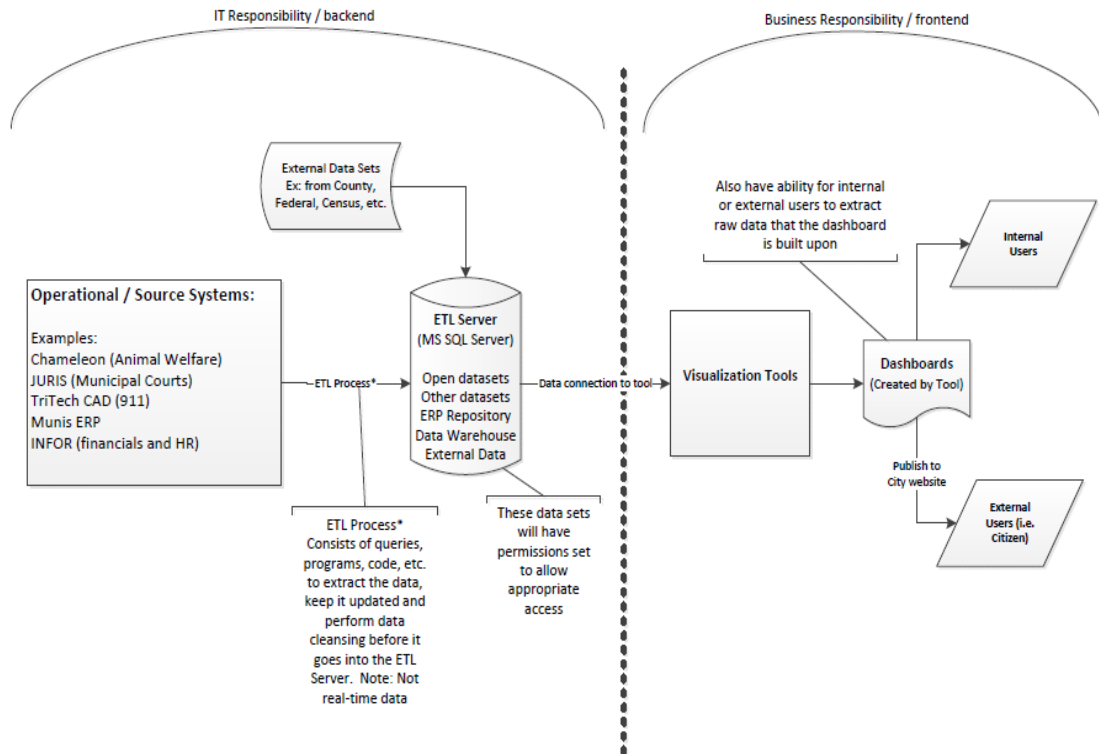
It is understood that the program of the Respondent is not a program or activity of the City of Tulsa. The Respondent agrees that its program or activity will comply with the requirements of the ADA. Any costs of such compliance will be the responsibility of the Respondent. Under no circumstances will 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. The Respondent shall provide a suite of visualization tools for data analytics. Visualizations should include, at a minimum, bar charts, line charts, tree diagrams, scatter plots, and maps. Visualizations should allow the user to interact with the graphic to gain more detailed information.
2. The Respondent shall show how non-IT users can quickly create data dashboards that answer their essential questions.
3. The Respondent shall provide the ability to download raw data made available to the public through the product. This could be entire datasets or filtered data created by the user.
4. The Respondent shall provide the ability to create what-if analysis from the dashboards. This includes the ability to filter and pivot data and create visualizations and exports based on those filters and pivots.
5. The Respondent shall provide the capability for the Public to view visualizations and reports created at no additional cost.
6. The Respondent shall provide the ability to interface with Microsoft SQL Server database systems containing large datasets (>500,000 rows).
7. The Respondent shall provide the ability to support the City's intent to authenticate credentialed users.

The diagram below provides a high-level overview of how this product will be integrated into the city's framework regarding operational data. The left side of the diagram will be the responsibility of the city's IT department, while the right side of the diagram will be the scope of this implementation.



IV. TIME FRAME FOR REVIEW:

The evaluation committee expects to complete its initial evaluation of proposals within 3 weeks of the due date.

V. DELIVERABLES:

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

- 1) Web-based business intelligence and analytics software that will allow the City departments to build operational dashboards with minimal IT assistance.
- 2) New, functional, integrated, scalable data visualization capability for all City departments and the public.

VI. RESPONDENT AND PROPOSAL REQUIREMENTS

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

- A. One (1) unbound original and 5 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 solutions that Respondent's product has delivered for organizations of similar size and complexity. Provide contact names and telephone numbers of references from these organizations.
- D. Provide a project schedule, identifying timeframe in which the product could be deployed.
- E. At the discretion of the City, Respondents may be invited to give live demonstrations for purposes of clarification or discussion of the product.
- 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.
- G. Generally, all proposals should include:
 - a. Pricing for the first year and an annual renewal rate for five years priced as an enterprise licensing model and named user model.
 - b. Examples of use cases that apply to local government.
 - c. Screenshots of analysis of the dataset [provided here](#) to illustrate the versatility of the graphical representation the software provides. All proposals should include a map demonstrating the software's mapping capability.
 - d. Explanation of how training will be provided for City personnel, on a "train the trainer" basis.

VII. EVALUATION OF PROPOSALS:

A panel consisting of not less than five 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

Criteria	Points
Ease of Use by non-technical users	25
Graphic Quality of visualizations	25
Price	20
Public-Facing User Interface	15
Permissioned Access by Dataset	15
TOTAL POSSIBLE	100

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. 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.

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 on the Oklahoma Open Records Act, see the link below:

<https://libraries.ok.gov/law-legislative-reference/library-laws/statutes-open-records/>

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

CSP TAC 1124

Professional Services for Business Intelligence and Data Analytics

Q&A

1. During the conference call, a question was asked regarding whether the City of Tulsa team had worked with a vendor to put together the CSP?

Answer: Although we did not work with a vendor to put together the CSP, we have had numerous conversations and demonstrations with dozens of vendors prior to the CSP release.

2. During the telephone conference, someone mentioned the City owning 3 Tableau licenses as well as an instance of Oracle BI.

- How is the City of Tulsa licensed for Oracle BI?

Answer: the City of Tulsa is no longer licensed for Oracle BI. The product is now out of support by the vendor.

- What Tableau product and how is the City licensed?

Answer: We currently have three Desktop Professional licenses of Tableau.

3. During the telephone conference, it was mentioned that Oracle Dashboards were shown on the OBI instance and deemed too expensive to maintain and too difficult to train.

- Can you elaborate on this?

Answer: the City of Tulsa is no longer licensed for Oracle BI. The product is now out of support by the vendor. We ceased all development of Oracle BI dashboards and data analytics.

- Is the City's intention to rip and replace the OBI?

Answer: yes. See above.

- Is the City opposed to a solution the "utilizes" the current OBI instance?

Answer: yes. See above.

4. During the telephone conference, it was stated that there was not a preference for on-prem or a cloud solution.

- Is the City opposed to a hybrid solution?

Answer: a hybrid (premise/cloud) solution would be fine.

5. Can we submit responses electronically?

Answer: no.

6. What are some example KPIs or questions the City would like to publish to the public?

Answer: crime rates, fire response times, traffic incidents, animal welfare outcomes, municipal court fines, financial data.

7. Is there a report rendering SLA? Does the City have an expectation on the SLA?

Answer: This is negotiable. There is not a pre-defined SLA.

8. Along with the dashboards we create is ok if we submit a video walkthrough of how we created them?

Answer: Absolutely. Any media that helps explain how the product works from a user perspective is helpful.

9. Can you provide the meanings for some of the fields and field codes? We were not sure on the following :

CaseStatus = This is a status code coming out of the police records management system. DS for example is Dismissed or PY is Payed. This is a proprietary two character code for the system the data is being retrieved from.

Section = This denotes the section of the City of Tulsa Ordinances that covers the charge in question.

Type2/Type3 =These represent the address type. The first field is the shortest possible abbreviation of the code, and the second is the US Postal Service abbreviation.

WarrantType =This is a proprietary status code from the Court Management system that denotes the type and status of the warrant.

10. We noticed some data issues as we went through.

Are these to be addressed in the tool, or can we assume they would be addressed beforehand when we go live?

Answer: You can assume that all data cleaning and errors will be handled by our internal ETL Team. If there are errors in the data provided for this, it is OK to publish as-is. The intent is to see how the tool works with data we have, not a pre-defined dataset from the vendor.

11. Are there any existing Open Data portals that will be migrated to the new platform? If so, can any guidance be provided on the capacity needs?

Answer: It would not be the responsibility of the vendor to migrate any open data. The City ETL team will handle that.

12. Are there any specific security standards (i.e. FedRamp) that are required or preferred?

Answer: I am not aware of what data will be fed into the solution so I am not sure if there are any standards involved. If we feed TPD data into the solution, CJIS requirements will apply.

13. I want to clarify that on the public facing component of the project, the desire is that the public be able to slice and dice data the data in a dynamic fashion. I believe I've heard an emphatic "yes" there.

Answer: We at least want the public to be able to ask basic questions of a dataset. At a minimum, the public should be able to filter on defined variables. For example, in the municipal court data, the public user could ask for all Nonmoving violations.

14. I understand the public facing, unlimited dynamic content component should be available with no extra cost. By "at no extra cost", I'm interpreting this to mean "included in the proposal for the platform". You also ask for pricing in groups of 50's for credentialed users. Many BI platforms do involve an additional cost for deployment of full dynamic content to a public setting – are you open to pricing for the public dynamic portion exceeding just the base cost of user licensing measured in groups of 50?

Answer: Yes. If there is additional cost for a public-facing component, include that as a line item in the proposal.

15. In regards to the training options so that you can implement the "train the trainer" model, how many trainers do you imagine utilizing in your first round?

Answer: At least one for each department, so approximately 20.

16. Has the capability to generate and distribute Microsoft Office and PDF reports (pixel perfect, formatted reports) from the BI platform been given priority for the RFP selection committee? Or will that be handled through another technology platform at the city?

Answer: There is no priority for report generation. Most software comes with some kind of reporting engine already, so we're more interested in being able to visualize data.

The Rest of This Page Intentionally Left Blank

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:

Legal or Alternate Sales Contact:

Name: _____

Name: _____

Street: _____

Street: _____

City: _____

City: _____

State: _____

State: _____

Phone: _____

Phone: _____

Fax: _____

Fax: _____

Email: _____

Email: _____

Price Sheet Summary

Please present a Fee Schedule for services: All costs must be included here,

Per Seat Annual Subscription: Based on 50 seats - \$_____

Per Seat Annual Subscription: Based on 500 Seats \$_____

Additional Training (optional): Per Hour \$_____

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: _____