

Request for Proposal

19-723 Addendum 1

Professional Services for
Housing Market Demand Study and Strategy

NIGP Commodity Code(s):
918-63 Housing Consulting
918-92 Urban Planning Consulting

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 02/04/2019

Addendum #1

Please note the following changes which have been made for clarification to this Invitation for Sealed Bid. **This addendum must be listed as Addendum #1 on Form #6** of the bid package as verification that you have received and are aware of the information contained herein.

QUESTIONS/CLARIFICATION/CHANGES:

CHANGE:

Corrected time of Pre-Proposal Conference listed in section II INSTRUCTIONS FOR SUBMITTING A PROPOSAL.

An optional Pre-Proposal Conference Call will be held Wednesday, February 13, 2019 at 10:30am CST to discuss the RFP and submission process.

Table of Contents

I.	STATEMENT OF PURPOSE:	1
II.	INSTRUCTIONS FOR SUBMITTING A PROPOSAL:	1
A.	General Requirements.....	1
B.	General Notifications	2
III.	BACKGROUND:	3
A.	Context	3
B.	Transformational Investment	4
C.	Placemaking Features	4
D.	Employment Growth	4
E.	Population.....	4
F.	Community Impacts	4
IV.	SCOPE OF WORK:.....	5
A.	Review Housing Policies.	5
B.	Assess Existing Neighborhoods.	5
C.	Perform Residential Market Analysis.....	5
D.	Identify Development Impediments.	6
E.	Market Strategy	6
F.	Project Timeline.....	7
V.	DELIVERABLES:	7
A.	Housing Market Demand Study and Strategy	7
B.	Recommended Development Program(s)	7
VI.	RESPONDENT AND PROPOSAL REQUIREMENTS:	8
VII.	EVALUATION OF PROPOSALS:.....	8
VIII.	TIME FRAME FOR REVIEW:.....	9
IX.	AWARD OF PROPOSALS:.....	9
X.	MISCELLANEOUS:	10
	ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS.....	12
	NON-COLLUSION AFFIDAVIT.....	13
	AFFIDAVIT OF CLAIMANT.....	15
	RESPONDENT INFORMATION SHEET	16
	PRICE SHEET SUMMARY.....	17
	CITY OF TULSA GENERAL CONTRACT TERMS.....	18

I. STATEMENT OF PURPOSE:

With this Request for Proposal (RFP), we are searching to secure professional services to provide a comprehensive housing market demand study and strategy for downtown and near downtown neighborhoods of 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 March 6, 2019, Central Standard Time**. Please place proposals in a sealed envelope or box clearly labeled **“RFP 19-723, Housing Market Demand Study and Strategy”**. **Proposals received late will be returned unopened.**
2. Proposals shall 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 in order to receive updates, addenda or any additional information required. The City is not responsible for any failure to register.
4. An optional Pre-Proposal Conference Call will be held **Wednesday, February 13, 2019** at 10:30am CST to discuss the RFP and submission process.
Call-in phone number to be provided upon emailed request as it becomes available.
Send requests for conference access to the project Buyer.
5. Inquiries to the Buyer requesting clarification regarding the Request for Proposal or the content therein must be made via e-mail and must be received prior to the end of the business day on **February 19, 2019**.

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.

6. 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 contract on the Respondent's behalf.

B. General Notifications

1. 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.
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 contract, 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 of Tulsa 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 contract 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 of Tulsa to pay any costs incurred in the preparation of proposals, or in submission of a proposal, or the costs incurred in making necessary studies and designs for preparation thereof, or to contract for services or supplies necessary to respond. Any expenses incurred by the 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 contract by the City of Tulsa.

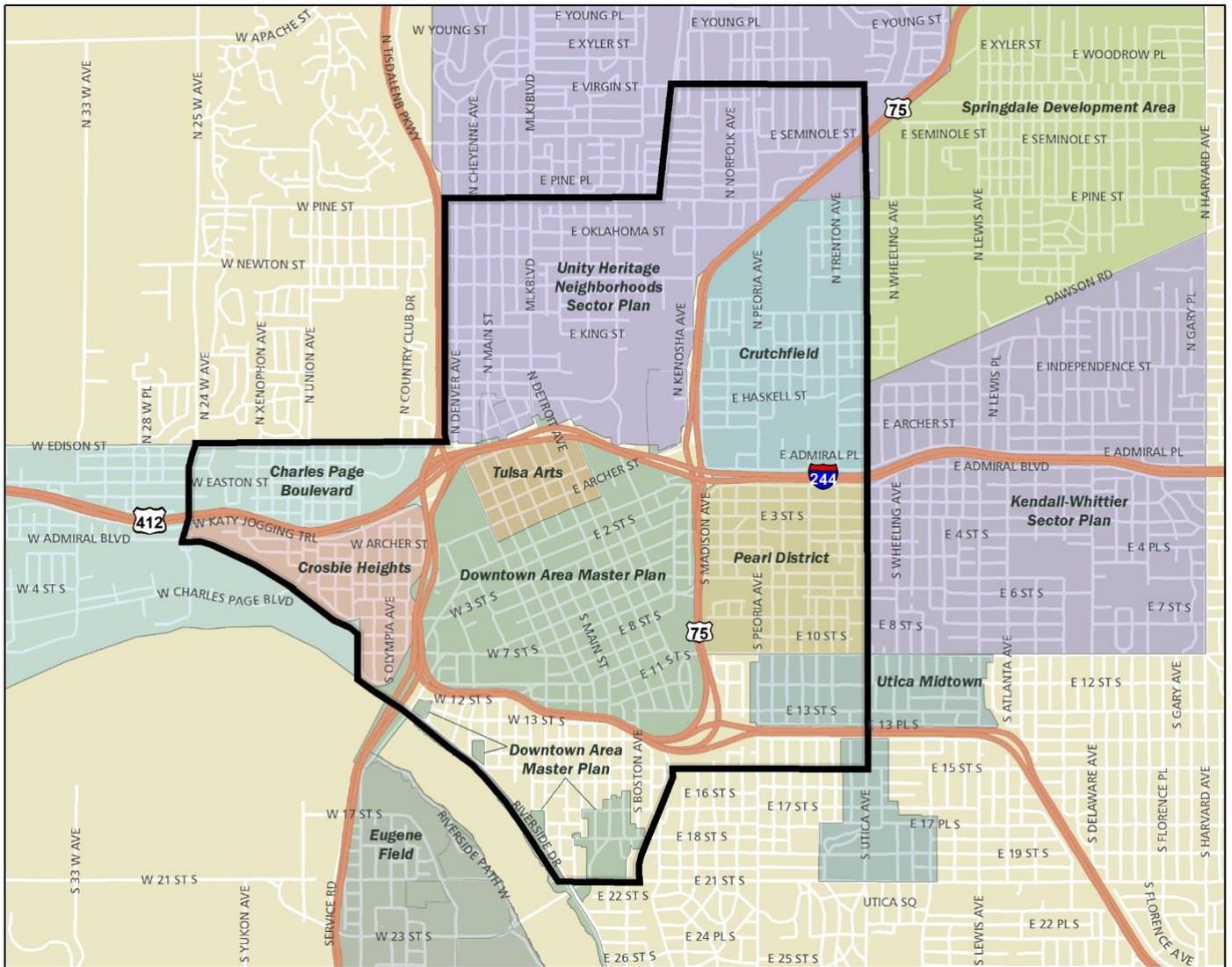
III. BACKGROUND:

A. Context

In 2010, the City commissioned a housing study to assess the potential demand for residential development in the downtown and near downtown neighborhoods. Implementation of study recommendations led to the creation of a revolving loan program known as the Vision 2025 Downtown Housing Fund, resulting in new residential units.

Public monies from the housing fund will begin repayment in late 2018 with the full balance of funds recouped by 2024. As the population of Tulsa continues to grow with a renewed interest in urban living, a key housing priority of the City is to support attainable housing that is both affordable and attractive to current and future residents.

Project Boundary Map



An electronic copy of the 2010 housing study can be viewed online at:
<https://www.cityoftulsa.org/media/3247/downtownhousingdemandfinalreport.pdf>.

B. Transformational Investment

Many neighborhoods in and around Tulsa's urban core have recently experienced dynamic transformation with even more planned in the coming years fueled by capital programming, through Vision Tulsa, guiding nearly \$1 billion in public investment for projects such as the new BMX national headquarters, Arena District Master Plan implementation, Bus Rapid Transit routes, Arkansas River improvements, Oklahoma Museum of Pop Culture, Route 66 revitalization and much more. The area is also adding trendy shops and nighttime entertainment in Tulsa, drawing thousands from around the region.

C. Placemaking Features

In the neighborhood environment, Tulsans value a high-quality living experience. It is evident in the popular use of Arkansas River trails that promote health and fitness; the Guthrie Green in downtown Tulsa Arts District where Tulsans gather on the lawn to listen to music and play; the Gathering Place, a 100-acre world class riverfront park with year-round events for all ages; and the hundreds of City and County-operated parks that unify neighbors and strengthen neighborhoods.

D. Employment Growth

The new and expanding job markets highlight an increased interest in employers who value quality of life, public safety, and infrastructure to attract and retain talent both now and in the future. Downtown contains the largest employment density per square mile in the City of Tulsa with nearly 35,000 jobs. Regional job growth is highlighted by the new campus of The Greenheck Group (over 900 jobs), the new Amazon fulfillment center (1,500 jobs), an 800,000 square foot expansion of Whirlpool's existing facility (150 jobs), along with many other businesses who plan to locate and expand operations in Tulsa. As has been highlighted in recent reports, Tulsa exceeded the employment growth rates of Oklahoma City, the state of Oklahoma as a whole, and the nation.

E. Population

Residential growth in the downtown and near downtown neighborhoods has occurred but at a slower rate than both the city and the broader metropolitan statistical area. Moreover, counter to trends in many American cities, the millennial cohort in Downtown Tulsa is growing slower as well. These trends highlight that for many potential residents, the current value proposition of downtown living does not justify the higher cost.

F. Community Impacts

In addition to affordability issues, historical growth within the identified project area varies by neighborhood due to non-economic factors as well. Tulsa suffers from historic policy and investment decisions related to racially biased mortgage lending practices, also known as, "red-lining." Also, in 1916, a city ordinance was designed to ensure racial segregation which was later followed by the adoption of exclusionary zoning regulations. Now, in 2019, the City of Tulsa is actively focused on overcoming those racial inequalities created by past policies and decisions

by supporting more equitable and inclusive housing available to all Tulsans regardless of socioeconomic status.

IV. SCOPE OF WORK:

The Housing Assessment, Market Demand Study and Strategy shall include, but not be limited to, the following:

A. Review Housing Policies.

1. Review current federal, state, and local housing policies as the basis for redeployment of Vision 2025 housing funds.
2. The Respondent's housing study research process shall be community-centered and data-driven to ensure more equitable and inclusive development in Tulsa.
3. Review existing plans and studies within the defined study areas including but not limited to neighborhood small area plans and sector plans:
 - a. The Pearl District Small Area Plan / Sector Plan
 - b. Tulsa Arts District Small Area Plan
 - c. Downtown Area Master Plan
 - d. Crosbie Heights Small Area Plan / Sector Plan
 - e. Arena District Master Plan
 - f. Unity Heritage Neighborhood Sector Plan
 - g. Charles Page Boulevard Small Area Plan

B. Assess Existing Neighborhoods.

1. Survey current building types, transportation routes, neighborhood amenities, and industries and occupations in the area.
2. Identify improvements and needed services for a livable neighborhood that is both attractive and safe.
3. Description of placemaking attributes and amenities in the study neighborhoods.

C. Perform Residential Market Analysis.

1. The Respondent shall provide a complete analysis of economic conditions and trends with regards to the potential housing market, demographic data, housing preferences, employment growth, housing supply and market production, and overall housing attainability.
2. Conduct an analysis of the areas within the project boundary, reviewing and analyzing population and household counts and projected growth, as well employment figures of workers and residents, including industry and occupation. Analysis should consider public and subscription-based data, as well as current, local data on employment and job growth.
3. Determine the draw areas for residential housing in the downtown and near downtown area. Conduct a detailed examination of the project demographic data, incorporating housing and lifestyle preferences of the target market.

4. Conduct a comprehensive analysis of existing inventory and planned residential development in the downtown and near downtown areas and draw areas. Include an analysis of absorption, occupancy, rental rates or purchase price, and draw in comparison to the regional markets.
5. Examine financial resources, housing preferences, and lifestyle preferences. Engage stakeholders including but not limited to:
 - a. Employers
 - b. Downtown employees
 - c. Residents
 - d. Students at downtown and near-downtown education institutions
 - e. Real estate professionals
 - f. Finance professionals
 - g. Construction professionals
 - h. Neighborhood leaders
6. Provide a gap analysis to estimate the range, size, type and quantity of needed housing options, and estimated absorption rate and period of each.
7. Segment analysis by income categories defined in the 2015 Statewide Housing Needs Assessment (i.e. Income <30% HAMFI, Income 30% - 50% HAMFI, Income 50% - 80% HAMFI, Income 80% - 100% HAMFI)
 - a. Determine the demographics of the draw areas/target markets and what amenities would draw the residents to the Downtown Area.
 - b. Determine the target markets housing preference (i.e. rental v. ownership; multifamily v. single family).
 - c. Determine the amount the target market can afford in rent or purchase price.
 - d. Identify potential sources of housing demand (i.e., major employers, schools, access to amenities, etc.)

D. Identify Development Impediments.

1. Identify existing economic, physical, and/or social impediments to identified market demand and the desire to build more equitable and inclusive communities.
2. The Respondent shall provide an assessment of development barriers and implications and identify financial constraints to various types of residential development in the market area neighborhoods.

E. Market Strategy

1. The Respondent shall provide policy recommendations and an actionable path forward for City staff/officials, economic development organizations, state agencies, neighborhood organizations, non-profit and for-profit developers and other private interests to focus development resources and ensure local housing policies and investments align with emerging markets.
2. The Respondent shall highlight housing study findings which show

how interventions and investment can respond and support more equitable development.

3. The Respondent shall determine the optimum position for emerging markets post-2020.

F. Project Timeline

1. The City will work to have a contract in place with a Respondent no later than four weeks following the opening of proposals.
2. Completion of all work described herein must occur by late July.

V. DELIVERABLES:

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

A. Housing Market Demand Study and Strategy

1. Develop comprehensive information and assessment of the current housing market and inventory in the project areas per scope of work.
2. Map target opportunity sites or locations in each neighborhood and specific placemaking amenities that would provide maximum capture of potential market demand.
3. Develop a housing toolkit with specific recommendations for programs, policies, incentives, and regulations for each of the identified study areas/neighborhoods, to:
 - a. Assist in mitigation of development barriers.
 - b. Address housing gaps by income category to meet future projections.
 - c. Identify context-sensitive solutions by neighborhood.
 - d. Sustain the long-term affordability and inclusive growth of housing developments to focus economic growth, poverty reduction and opportunities for the labor force, poor and middle-class alike.
 - e. Identify county or regional funding sources devoted to supporting mixed income housing.
 - f. Explore the use of homeowner rehabilitation loan programs.

B. Recommended Development Program(s)

1. Prepare development programs that includes:
 - a. Number of units by housing type
 - b. Building and unit configurations
 - c. Acceptable densities
 - d. Preferred unit size
 - e. Suggested base rents/purchase price ranges
 - f. Absorption forecasts
 - g. Zoning incentives for affordability and certain housing types

2. Recommendations shall reflect the heightened awareness of the threats of gentrification; meaningfully honor the history and the people of neighborhoods surrounding downtown and aim to mitigate the effects of historic policy decisions (redlining, urban renewal, highway construction) and subsequent disinvestment.

VI. 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 (delivered on CD or USB drive).
- 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. Provide examples that show how Respondent has met requirements similar to those herein for previous projects.

VII. EVALUATION OF PROPOSALS:

A panel consisting of not less than three City of Tulsa employees, along with representatives from the Downtown Coordinating Council, Economic Development Commission, and Tulsa Development Authority 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.

- A. Respondent Interviews. The City reserves the right to invite some, or all Respondents to attend an interview or to make an oral presentation on their proposals, at the time and in the manner specified by the City. If interviews involving travel are required, the City of Tulsa is under no obligation to reimburse a consultant or consultants for these costs.
- B. Evaluation Criteria. Consultant selection will be made based on the results of the evaluation of the proposals and the Respondent interviews by the selection panel. Submitted proposals will be evaluated based on the following criteria. A maximum of 100 points is possible.
 1. **0-25 points.** Experience of the Consultant or Consultant team, including the relevant experience of the key individuals who will be assigned to this project, as indicated by prior successful completion of similar projects.

2. 0-25 points. Proposed project approach and methodology to meet the stated project objectives and an understanding of project objectives, project issues, and the proposed scope of work.

3. 0-25 points. Respondent's demonstrated ability to understand housing realities in communities with populations similar in size to Tulsa (est. population 390,000)

4. 0-25 points. Respondent's proposed project budget and timeline to deliver items specified in the scope of work.

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 selected Respondent(s).

VIII. TIME FRAME FOR REVIEW:

The evaluation committee expect to complete assessments of all proposals within 3 weeks of the opening date for proposals. The degree of complexity and number of responses may lengthen the evaluation period. The committee may also interview a number of respondents to gather additional information for determining which proposal will serves the City's best interest.

IX. 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 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 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.

X. 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 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 assumes no responsibility or liability for any costs you may incur in responding to this RFP, including attending meetings or contract 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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FORM #6

**ACKNOWLEDGMENT OF RECEIPT OF
ADDENDA/AMENDMENTS**

I hereby acknowledge receipt of the following addenda or amendments and understand that such addenda or amendments are incorporated into the Bid Packet and will become a part of any resulting contract.

List Date and Title/Number of all addenda or amendments: (Write "None" if applicable).

Sign Here ► _____

Printed Name: _____

Title: _____

Date: _____

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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

Price Sheet Summary

The Seller shall, at sole cost and expense, provide, perform and complete in the manner described and specified in this Request for Proposal all necessary labor, services, transportation, equipment, materials, apparatus, information, data, freight and other items necessary to accomplish the Project as defined in accordance with the Scope of Services as described in this Request for Proposal. The Services will also include procuring and furnishing all approvals and authorizations, permits, and certificates and policies of insurance necessary to complete the Project.

The seller shall provide an all-inclusive firm fixed pricing as requested below for the total cost of the Project.

<u>Description</u>	<u>All-inclusive firm fixed price</u>
Housing Market Study and Strategy	\$ _____

Seller shall also provide task/project pricing for each identified project team member and associated hourly rate who may participate in the Project.

<u>Description / Job Classification</u>	<u>Hourly rate</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Company Name: _____

Date: _____

Signature: _____

Name Printed: _____

Title: _____

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 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 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 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 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: _____