

Request for Proposal

TAC871A Addendum 1

Professional Services for Insurance Broker Services

NIGP Commodity Code(s):
918-69 Insurance 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 October 18, 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.

CHANGES/QUESTIONS/CLARIFICATION:

CHANGE:

Section III. Background, 7. Physician's Liability Insurance – added (Service excluded from proposal requirements)

QUESTIONS/CLARIFICATION:

1. Question: Are you are evaluating broker services only and not markets? Meaning that the City will choose the agent based on that and then will allow selected agent access to all markets?
Answer: Yes, that is correct.
2. Question: Please elaborate on the expectations for non-core brokerage services.
Answer: We believe this refers to services not described as 'Base Broker Service'
3. Question: Did you intend to exclude subrogation recovery from the list of services?
Answer: The City of Tulsa relies on its own legal department to assist in subrogation matters if needed; the service is specifically omitted from the bid.
4. Question: Can you elaborate and discuss other services needed?
Answer: "Other services" is a broad and general description for any value-added service related to the basic services and not specifically defined in the solicitation.
5. Question: Could you provide the current premiums by line of coverage?
Answer: There should be no need for the figures in formulating the costs associated with requested services.
6. Question: What is the current broker fee?
Answer: Approximately \$40,000.00
7. Question: Regarding section III. Background, 7. Physician's Liability Insurance, please provide further details regarding the type and scope of this placement.
Answer: Our Addendum 1 will remove the requirement from the solicitation.

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I. STATEMENT OF PURPOSE:

With this Request for Proposal (RFP), the City of Tulsa (City) is seeking to secure the services of an insurance broker to market the City's insurance coverage, make recommendation and advise on risk management services.

We enthusiastically look forward to receiving your proposal.

II. INSTRUCTIONS FOR SUBMITTING A PROPOSAL:

A. General Requirements

1. Proposals must be received by **5:00 p.m. on Wednesday, October 30, 2019, Central Daylight Time**. Please place proposals in a sealed envelope or box clearly labeled "**TAC871A Insurance Broker Services**".
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. 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 **October 16, 2019**.

Terry 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 contract on the Respondent's behalf.

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

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

B. General Notifications

7. 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.
8. All Respondents shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination.
9. 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.”

10. 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.
11. 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.

12. 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:

The City has:

- A population of approximately 400,700
- Approximately 3800 employees
- An adopted operating budget for FY20 of approximately \$714 million

The City currently purchases the following insurance:

1. Commercial Property (Including Boiler/Machinery Breakdown)
2. Aviation
3. Commercial General Liability
4. Commercial Excess Liability
5. Government Crime
6. Public Official Bonds
 - Mayor - \$25,000
 - Finance Director - \$100,000
 - Purchasing Agent - \$100,000
7. Physician's Liability Insurance (Service excluded from proposal requirements)

The City is 100% self-insured/self-administered for workers compensation programs. No excess coverage has been or is currently in force. The City also provides various employees health insurance coverages. Workers compensation and employee benefit/health insurance will not be a part of broker services provided under this contract.

IV. SCOPE OF WORK:

A. Base Brokerage Services

The cost of all Base Brokerage Services shall be quoted as one annual cost figure, as indicated in Exhibit A, Price Sheet Summary of this proposal.

THE BROKER WILL NOT COLLECT A COMMISSION FROM THE INSURANCE UNDERWRITER AND WILL BE REQUIRED TO PROVIDE EVIDENCE TO SUPPORT THIS.

Base Brokerage Services will include the following:

1. Coverage design - Advise and assist the City in evaluating, selecting among coverage alternatives and projecting premium levels and underwriting factors involved in the insurance program structure. Advise the City on potential gaps or overlaps in coverage.
2. Insurance procurement – Coordinate insurance renewal based on coverage design. Assist the City with compiling and review of required underwriting information. Develop insurance specifications. Prepare formal submissions. Serve as the intermediary between the City and insurance carriers, obtain quotes, negotiate prices, and recommend placement. The primary goal of insurance procurement is to ensure the most cost-effective coverage while adequately addressing risk factors.
3. Administrative assistance – Support for claims and litigation, review of contractor insurance coverage and risk identification and measurement facilitation

Review coverage documents and invoices to assure coverage has been correctly issued and billed. Assist with reviewing claims submissions. Ensure the renewal process for expiring coverage is begun timely. Advise of changes in the marketplace and legislative updates. Monitor insurance company solvency.

B. Other Services

The Broker will provide other services as requested by the City. The quote should include an hourly rate for each of these services:

1. Loss control site visits and reporting
2. Employee training

V. DELIVERABLES:

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

- 1) Base brokerage services which include coverage design, insurance procurement and administrative assistance.
- 2) Process enrichment and processing assistance to complete claims, litigation, coverage reviews, loss control, employee training and risk management.

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.
- 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.
 - 1. Qualifications and experience of principal broker(s) who will provide services
 - 2. Qualifications and experience of other personnel who will provide the proposed services
 - 3. Professional Qualifications of Personnel Serving this Contract
 - 4. How your firm plans to ensure orderly change if personnel serving this contract change
 - 5. Any other information you think will be useful related to your personnel qualifications
- C.** A description of at least three previous projects that Respondent (and any others proposed as part of Respondent's team) has conducted for organizations of similar size and complexity, preferably municipal entities. Provide contact names and telephone numbers of references from these organizations.
- D.** Approach to providing service requirements. Respondent is encouraged to be creative in providing a response. Innovative approaches to the City's service needs and challenges are welcomed.
- E.** Experience of Firm - The City requires that all offerors be licensed as insurance brokers in the State of Oklahoma and have experience in providing brokerage services to municipalities similar in size and types of exposures to the City.
 - 1. A brief history of your firm
 - 2. The firm's philosophy regarding customer service
 - 3. Assurance of your firm's financial resources for fulfilling contract
 - 4. Broker license number
 - 5. A list of governmental entities, preferably municipalities, for whom you have provided the same or similar services, including a description of the services and number of years services were provided
 - 6. Your firm's relationships with insurance underwriters and other related service providers necessary to provide the proposed services
 - 7. Any other information you think will be useful related to your firm's experience
- F.** Fee proposal, using the "Price Sheet Summary" form.

VII. EVALUATION OF PROPOSALS:

A panel consisting of not less than three City of Tulsa 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 a contract between the City and the selected Respondent(s).

VIII. TIME FRAME FOR REVIEW:

The time frame for review of proposals is expected to be five (5) weeks, but the City reserves the right to vary that as necessary to meet its objectives. At the discretion of the City, one or more Respondents may be invited to be interviewed for purposes of clarification or discussion of their proposals.

IX. SELECTION CRITERIA:

- A. Capabilities and experience of the offering firm (25 points)
- B. Qualifications and experience of the personnel who will provide services to this contract (25 points)
- C. Quality of proposed approach for providing the City's service needs (20 points)
- D. Verifiable references (10 points)
- E. Cost (20 points)

X. 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.

XI. 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 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 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 RFP request.

- G. 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.
- H. The awarded Respondent will be required to maintain during the term of this contract the following insurance policies issued by companies licensed in Oklahoma with an A.M. Best rating of A+ or better. Prior to commencing services, the respondent shall furnish the Chief Risk Officer with Certificate(s) of Insurance evidencing the required coverage, conditions and limits outlined below. The Certificate(s) of Insurance shall be endorsed to name the City to the fullest extent allowable by law. The respondent's insurance must be primary, and any insurance or self-insurance maintained by the City shall not contribute to it. If any part of the contract for these services is sub-contracted, these insurance requirements also apply to all sub-contractors. Insurance coverage requirements:
 - 1. General Liability Insurance with bodily injury and property damage combined single limit of not less than \$1,000,000 for each occurrence.
 - 2. Automobile Liability Insurance with a bodily injury and property damage combined single limit of not less than \$1,000,000 for each occurrence.
 - 3. Professional Liability Insurance in accordance with Title 18, Tulsa Revised Ordinances Section 104 and any amendments or successor provisions related thereto with prior acts endorsement for the insurance to remain in effect for two years after completion of the contract
 - 4. Workers' Compensation: Statutory limits and Employer's Liability minimum of \$100,000 per accident for injuries, \$100,000 per employee for disease and \$500,000 annual aggregate for disease

**SELLER'S INSURER MUST BE AUTHORIZED TO TRANSACT BUSINESS
IN THE STATE OF OKLAHOMA.**

You will have 10 days after notification that your Bid was selected for contract award by City to provide proof of such coverage by providing the assigned Project Buyer, shown in the "INSTRUCTIONS FOR SUBMITTING A PROPOSAL" section of this document, with a Certificate of Insurance. The Certificate of Insurance must be completed with the following information:

- a) Your name
- b) Insurer's name and address
- c) Policy number
- d) Liability coverage and amounts
- e) Commencement and expiration dates
- f) Signature of authorized agent of insurer
- g) Project number (IFB or TAC)

The Seller shall not cause any required insurance policy to be cancelled or to permit it to lapse. It is the responsibility of Seller to notify City of any change in coverage or insurer by providing City with an updated Certificate of Liability Insurance. Failure of Seller to comply with the insurance requirements herein may be deemed a breach of the Purchase Agreement. Further, a Seller who fails to keep required insurance policies in effect may be deemed to be ineligible to bid on future projects, ineligible to respond to invitations for bid, and/or ineligible to engage in any new purchase agreements

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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, of lawful age, being first duly sworn, on oath says that this contract is true and correct. Affiant further states that the work, services or materials will be completed or supplied in accordance with the contract, plans, specifications, orders or requests furnished the affiant. Affiant further states that (s)he has made no payment directly or indirectly of money or any other thing of value to any elected official, officer or employee of the City of Tulsa or any public trust of which the City is a beneficiary to obtain or procure the contract or purchase order.

By:

Signature

Name:

Company:

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**

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: _____

Price Sheet Summary

Exhibit A Base Brokerage Services

Services to be provided should reflect the required services listed in this Request for Proposal, and your firm's proposed scope of services.

Service Description	Estimated Annual Hours	Flat Fee Cost
Coverage Design to include:		
Insurance procurement		
Administrative assistance		
Claims Support		
Litigation Support		
Damage Recovery Support		
Review of Contractor Insurance Coverage		
Risk Identification and Measurement Facilitation		
TOTAL ANNUAL COST (Cost not to Exceed)		\$

PLEASE NOTE THAT THE BROKER WILL NOT COLLECT A COMMISSION FROM THE INSURANCE UNDERWRITER AND WILL BE REQUIRED TO PROVIDE EVIDENCE TO SUPPORT THIS.

Other Services

The Broker will provide other services as requested by the City.
Please list an hourly rate for each of these services in the space provided below.

Service Description	Hourly Rate
Loss control site visits and reporting	\$
Employee training	\$

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 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: _____