



CITY OF
Tulsa
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CITY OF TULSA
FINANCE DEPARTMENT

**REQUEST FOR PROPOSAL
TAC 950**

Addendum #1

***PROFESSIONAL CONSULTING SERVICES FOR
UTILITY BILLING AUDIT***

NIGP CODES: 918-49, 918-58, 964-03

Tulsa, OK 74103

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

Please note the following changes which have been made for clarification to this Request for Proposal. This addendum must be listed as Addendum #1 on form titled **ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS**.

Changes/Clarifications/Q & A:

1. Question: How many meters are associated with the Account Numbers listed in Attachment 2?
Answer: We have compiled a file with all of the known invoices from the utility suppliers. These invoices list the account numbers and meters. It is estimated that there are approximately 300 meters.
2. Question: For the number of bills being audited, is it the 204 bills per year (612, at least, in total) with multiple meters on each account/bill?
Answer: Most invoices have one meter per account#/bill. The bulk of these bills belong to AEP/PSO, ONG, Claremore, Veolia, and Williams, which generally have one meter per bill. OK Energy, NE OK Electric, and Verdigris have multiple meters per bill.
3. Question: Will this RFP require on-going auditing of the utility bills during the length of the contract?
 - a. Example: Contract Awarded November 1, 2011
 - i. Audit previous 36 months of historical invoices (October 2008 – October 2011)
Answer: No, it is not anticipated that on-going auditing will be required. The time period example listed in this question is an example of an acceptable timeframe.
 - ii. Audit on-going invoices starting with November 2011 until project is complete in 2012
 - b. Question: If not, would on-going invoice auditing be a part of an “alternative audit structure” proposed?
Answer: Yes, if that is proposed, please explain it in the relevant section.
4. Question: In the RFP, it states that we should also contact the Buyer at cdevans@cityoftulsa.org. Do we need to keep copying both you and this contact?
Answer: This was an oversight and has been corrected. The Project Buyer, Darla Harvey, is the only point of contact during the proposal process.
5. Question: Is there a typical or preferential time frame the audit is to be completed?
Answer: The City seeks the audit to be completed as soon as reasonably possible within the year term of the contract.
6. Question: For the payment based on % of savings from the auditing process, what happens if it is found that the City was under-billed by the utility or supplier?
Answer: The payment will be based on the net percentage of refunds and savings delivered.

7. Question: On the Attachments 1 & 2, there appears to be two different total amounts on expenditures. Is there a location for the extra amount listed on Attachment 2?

Answer: The data was pulled from two different systems. The latter amount (Attachment 2) was pulled from the financial system and is believed to be the most accurate amount.

**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 RFP 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: _____

- 1) **STATEMENT OF PURPOSE:** With this Request for Proposal (“RFP”), the City of Tulsa (the “City”) is searching to secure professional services to conduct a utility billing audit (the “Audit”). The intent of this RFP is to contract with a firm for the audit of utility bills to ensure that all electrical and thermal energy accounts and those natural gas accounts that are supplied by Oklahoma Natural Gas are correctly billed and that the City receives the most advantageous rates available in the marketplace. The natural gas supplied by ONEOK is not subject to this Audit, as a contract for the auditing of those accounts is already in place. The Contractor shall be responsible not only to review and audit invoices, but also for final recovery of all owed amounts. The Audit shall cover utility bills from at least the previous three (3) years prior to contract award.

The City will conduct an objective comparison of each firm’s experience, quality of work, innovative ideas, cooperation with client, and proposed contingency percentage against other submitted Proposals. After conducting interviews with selected finalists, a firm will be chosen to complete the Scope of Work.

The City has approximately 950 sites, buildings, and structures spread out across an area of more than 180 square miles. The City’s population is 391,906. The spend for the City of Tulsa in fiscal year 2011 (7/1/2010-6/30/2011) was \$13,456,362.38 on electricity, natural gas, and thermal energy. See **Attachment 1** for additional detail. **Attachment 2** shows the various utility suppliers that the City uses, as well as an approximate number of invoices and annual spend for each. The City has access to, and will provide to the winning firm, a large percentage of its utility bills from prior years in electronic format. More detail on the available data may be communicated in a future addendum to this RFP.

However, it is the winning firm’s responsibility to conduct a comprehensive billing audit that may require the collection of other bills and information from the utilities serving the City.

2) INSTRUCTIONS FOR SUBMITTING A PROPOSAL:

a) General Requirements

- i) The proposal must be received by **5:00 p.m. on Wednesday, September 21, 2011, Central Daylight Time**. Please place proposals in an envelope or box clearly labeled **“TAC 950 – RFP for Professional Consulting Services for Utility Audit.”**
- ii) Proposals must be sent to:

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

- iii) All interested Respondents are required to register with the Buyer, Darla Harvey, in order to receive updates, addenda or any additional information required. The City is not responsible for any failure to register.
- iv) 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 **Monday, September 12, 2011**.

Darla Harvey, Buyer
darlaharvey@cityoftulsa.org
Phone: 918-596-7553

- v) 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 verbally. If any question results in a change or addition to the RFP, the changes or additions will be forwarded to all registered Respondents as quickly as possible by addendum.
 - vi) Respondents seeking to receive any addenda, responses to questions, or other additional information released related to this RFP shall designate a contact person, with appropriate contact information, to address any questions concerning a Proposal. The Respondent shall communicate this contact information to the Buyer as soon as possible after receiving the RFP. The Respondent 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
- i) 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.
 - ii) All Respondents shall comply with the terms of Title 5 of Tulsa Revised Ordinances relating to minority, female, disadvantaged and BRIDGE program business utilization and equal employment opportunity.
 - iii) 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."

- iv) The City of Tulsa also notifies all Respondents that the City has the right to modify the proposal and final selection of work product requirements as needed.
- v) 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.
- vi) This Request for Proposal 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.
- vii) The effective date of contract is anticipated to be October 2011. The successful vendor will be awarded a one year agreement, with the option to renew, if mutually agreeable to both parties for two, additional one-year periods.

3) SCOPE OF WORK: At a minimum, the Audit services provided shall include:

- a) Contractor shall review and evaluate for errors the bills from all utility providers that the City pays for electricity, thermal energy, as well as the metered natural gas service provided by Oklahoma Natural Gas. Contractor shall compile historical data (at least 36 months) and conduct a comprehensive review of the billing information. Contractor shall compare usage and electric demand amounts to prior periods and other like locations to determine if the quantities billed are reasonable.
- b) At a minimum, Contractor shall identify errors related to:
 - i) Meter reading errors
 - ii) Rates not in accordance with City's contracts
 - iii) Charges billed for incorrect or nonexistent equipment
 - iv) Meter malfunctions
 - v) Wrong meter types installed by the utility
 - vi) Clerical errors in bill computations
 - vii) Wrong factors applied
 - viii) Incorrect tax charges
- c) In addition to error detection, the Contractor shall analyze rates, looking for other solutions that will reduce on-going costs. Cost-savings recommendations are always subject to the review and approval of City prior to implementation. Cost-saving recommendations may include:

- i) Alternate rates and riders offered by existing suppliers that may result in lower costs
 - ii) Combination or splitting of meters for billing purposes
 - iii) Correction of power factor penalties
 - iv) Negotiation of special contracts to eliminate punitive clauses
 - v) Negotiation with suppliers for deregulated utilities
- d) Contractor shall submit to the City, at the end of the review and evaluation period, a report detailing its findings. At a minimum, the report should identify the segment of the utility bills that have been reviewed and evaluated, the refunds due to the City, correspondence from the utility provider(s) agreeing to the amount of the refund due to the City, and the method to be used to refund the moneys owed the City, (e.g.; cash refund check or percentage discount from monthly utility bills for a specific period of time, etc.).
- e) Contractor shall identify errors and submit claims to the service providers on behalf of the City. Contractor shall undertake refund negotiations when necessary and any follow up work to collect the refunds. Contractor shall arrange for the providers to credit refunds to City's accounts or issue refund checks as determined by the City.
- f) In addition to recovering refunds, Contractor will identify in the report possible cost saving recommendations that will result in reduced expenses for the City in the future, such as through the identification of alternate tariffs and the usage of other rates that may be available. The City is under no obligation to implement the recommendations of the Contractor. After approval by the City of particular recommendations, the Contractor shall assume full responsibility for the implementation of such, or shall provide assistance if the City prefers to implement them on its own.
- g) The City reserves the right to add additional categories of billing for review and evaluation by the vendor under the same terms and conditions as the original contract.

4) PROCESS TIMEFRAME:

Activity	Date
RFP Issued	Thursday, August 25, 2011
Deadline for Questions	Monday, September 12, 2011
Proposals Due	Wednesday, September 21, 2011
Finalist Interviews	By Friday, October 6, 2011
Selection of Contractor	By Friday, October 20, 2011

Please note that the City reserves the right to adjust the schedule of events as it deems necessary.

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

- a) The report referenced in 3 (d) above.
- b) A periodic report listing all refunds received and future charges reduced with all supporting documentation.

6) FIRM AND PROPOSAL REQUIREMENTS: To be considered, interested firms should submit or address the following:

- a) One (1) unbound original and five (5) bound copies of the proposal plus four (4) copies on CD-ROM.
- b) To ensure that this project be completed in a timely manner, the City requires that the selected Respondent perform steps concurrently to expedite results and recommendations, as feasible.
- c) 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.
- d) Questions must be submitted in writing via e-mail to the Buyer (@cityoftulsa.org) by 5 pm Central Daylight Time on September 12, 2011.
- e) 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 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.

7) EVALUATION OF PROPOSALS: A panel consisting of not less than three (3) City of Tulsa employees and/or City designated individual (s) 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 firm 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 bidder.

Consistent with the factors identified in the Mayor's Executive Order 90-08 and presented in Section 9 of this RFP, Proposal evaluations will be weighted based on the following maximum possible points:

Technical Proposal	40 (responses to questions in this Section 7)
Business Proposal	30 (responses to questions in this Section 7)
Price Proposal	<u>30 (attached)</u>

Total Possible Points 100

For purposes of evaluation, respondents should submit Proposals that provide specific responses to EACH of the following **Technical Proposal** questions:

a) Technical Proposal

- i) Describe in detail how your firm would conduct a utility Audit on behalf of the City of Tulsa.
- ii) Describe the main technology(ies) used to conduct the Audit.
- iii) If any sampling is to be used in the project, please explain the sampling methodology to be used.
- iv) Provide any performance metrics to which the Contractor commits.
- v) Provide a project timeline that illustrates major milestones and deliverables. Detail steps required prior to the commencement of the Audit and the level of involvement of City staff before, during and after the Audit.
- vi) List the standard reports to be provided to the City over the course of the project, and their frequency.
- vii) Provide a document similar to the report described in 3 (d) above that summarizes Audit findings from a similar engagement. Client-specific information must be removed from such a report.
- viii) Provide a non-binding estimate of the magnitude of savings that the City can expect as a result of this utility Audit and a justification for such estimate with reference to comparable accounts. In the estimate, differentiate between estimated refund amounts and estimated future reduced utility costs.

b) Business Proposal

- i) Provide the following information for your firm:
 - (1) Complete Legal Name
 - (2) Full Street Address
 - (3) Website
 - (4) Contact Person
 - (5) E-mail Address
 - (6) Telephone Number
- ii) Provide a brief overview of your firm, including the year established, the number of years providing these Audit services and ownership structure.
- iii) Please provide a summary of your utility Audit experience over the last two (2) years.
- iv) Please describe the elements of your utility Audit services that distinguish you from other firms, such as special expertise or value added services.

- v) Will any other organization be providing services under this engagement as a subcontractor? If yes:
 - (1) Please provide contact information for each subcontractor, and include a description of each subcontractor's capabilities and experience.
 - (2) Describe your oversight of the subcontractor and the controls in place to ensure that expected performance levels are maintained.
 - (3) Do you take responsibility for any subcontractor performance that is below expected performance levels?
 - vi) Please describe your firm's insurance coverage (Errors and Omission, General Liability Workers' Compensation, etc.), policy limits, and the name of the carrier(s) for each policy.
 - vii) Identify the project team that would conduct the utility Audit for the City of Tulsa. Please provide background information on each individual and an organization chart of your project team.
 - viii) Provide at least three (3) references of comparable clients that may be contacted as a reference for services performed. For each reference please include the following:
 - (1) Contact name, title and phone number
 - (2) Brief description of the contact's familiarity with your firm
 - ix) Indicate any previous work performed for the City of Tulsa, provide a brief summary of such, and identify a reference.
 - x) If there is an alternative Audit structure that would provide a better value to the City than the scope of services outlined in this RFP, please indicate what that would be. **NOTE:** While the City welcomes alternative and innovative plans that provide additional value, to be considered, your Price Proposal must be based on the Scope of Work included in this RFP. That is, for your additional, alternative Audit structure to be considered, the Respondent must first be responsive to this RFP's Scope of Work and pricing approach.
- c) Price Proposal
- i) Contractor shall propose a percentage of the refund amounts actually received as a result of their initial audit, and the percentage of the verified first two years' cost savings, resulting from any of Contractor's recommendations which the City chooses to implement, to be paid to the Contractor as the Contractor's sole compensation for completing the scope of work herein. See the attached Price Sheet Summary.
 - ii) For purposes of completing the Price Sheet Summary, the City will agree to payments based on the following:

- (1) The Contractor's proposed percentage of refunds collected, to be paid by the City to the Contractor as a one-time fee based on the refund savings actually received by the City. Put this percentage in the blank beside Item 1 of the Pricing Summary.
- (2) The Contractor's proposed percentage of future savings which will be generated due to the implementation, at the City's option, of any Contractor recommendations, to be paid to the Contractor as the savings are received by the City over a period not to exceed twenty-four months. Put this percentage in the blank beside Item 2 of the Pricing Summary.

8) PROPOSAL FORMAT:

- a) Cover Letter: A cover letter that is dated and signed by the individual(s) authorized to bind the Respondent contractually must accompany your Proposal. The cover letter must indicate that the signer is so authorized, and must indicate the title or position the signatory holds in the proposing firm. The letter must also contain a statement from the Chief Executive Officer or other senior executive certifying that all information in the Proposal is true and correct to the best of his/her knowledge. A Proposal without such a cover letter will be rejected.
- b) RFP Content: Respondents are required to submit specific responses to the Technical Proposal and Business Proposal questions contained in Section 7 above. Respondents must provide an answer to each question in the RFP in the order asked and any requested exhibits must be submitted. Submissions will be considered each Respondent's complete response. Additional information will not be accepted after the deadline unless requested by the City of Tulsa.
- c) Proposal Attachments: Respondent Proposals must include the Non-Collusion Affidavit, the Affidavit of Claimant, the Price Sheet Summary, and the City of Tulsa General Contract Terms included with this RFP.

9) AWARD OF PROPOSAL: The City shall evaluate Proposals based on those criteria identified in the Mayor's Executive Order No. 90-08 as factors to be considered in the review of Proposals including:

- a) Professional qualifications, specialized experienced and technical competence of the firm with respect to the types of service required;
- b) Capacity and capability of the firm with respect to such factors as cost control, quality of work and ability to need schedules;
- c) Record of past performance with the City and other jurisdictions; (please provide references.)
- d) Proximity to and familiarity with the area of service;
- e) Qualifications and experience of the principals of the firm, managing professional and key staff professionals selected for the project;

- f) Size and experience of the professional and technical staff with respect to the magnitude of the assignment;
- g) Financial standing; and,
- h) Estimated schedule for completion of the project.

10) MISCELLANEOUS:

- a) Your response to this RFP 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 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 firm'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 Contractor and/or team of Contractors 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
- g) Further, your company will be bound to comply with the provisions set forth in this RFP unless any and all deviations are explicitly stated in your Proposal. The City shall not infringe upon any intellectual property right of any vendor, 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 City expects to enter into a written Agreement (the "Agreement") with the chosen vendor that shall incorporate this RFP and your proposal. 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.

- i) The City reserves the right to negotiate price and other terms with the selected Respondent, as is in the City's best interests to do so.

Attachment 1 – City of Tulsa FY2011 Energy Expenses

Department	Account	FY 11 Expenditures
005 Park Dept	5315201 ELECTRICAL UTILITIES	\$ 899,224
005 Park Dept	5315301 GAS UTILITIES	111,028.13
007 Airports	5315201 ELECTRICAL UTILITIES	1,026,037.41
007 Airports	5315301 GAS UTILITIES	182,175.30
007 Airports 2240	5315201 ELECTRICAL UTILITIES	2,480.05
012 Finance Department	5315201 ELECTRICAL UTILITIES	1,663.67
017 Human Resources	5315201 ELECTRICAL UTILITIES	6,832.88
017 Human Resources	5315301 GAS UTILITIES	2,083.65
020 Working In Neighborhoods	5315201 ELECTRICAL UTILITIES	20,958.98
020 Working In Neighborhoods	5315301 GAS UTILITIES	30,575.14
028 Performing Arts	5315201 ELECTRICAL UTILITIES	140,588.88
028 Performing Arts	5315401 THERMAL ENERGY	293,457.53
031 Police Dept	5315201 ELECTRICAL UTILITIES	192,878.95
031 Police Dept	5315301 GAS UTILITIES	65,349.79
032 Fire Dept	5315201 ELECTRICAL UTILITIES	240,422.05
032 Fire Dept	5315301 GAS UTILITIES	127,447.56
034 Information Technology	5315201 ELECTRICAL UTILITIES	37,007.18
034 Information Technology	5315301 GAS UTILITIES	415.41
040 Public Works	5315201 ELECTRICAL UTILITIES	8,181,354.47
040 Public Works	5315301 GAS UTILITIES	647,792.72
040 Public Works	5315401 THERMAL ENERGY	1,032,155.71
053 Equipment Management	5315201 ELECTRICAL UTILITIES	57,996.45
053 Equipment Management	5315301 GAS UTILITIES	21,148.51
801 RIVER PARKS AUTHORITY	5315201 ELECTRICAL UTILITIES	133,460.65
801 RIVER PARKS AUTHORITY	5315301 GAS UTILITIES	1,826.85
		\$ 13,456,362.38

Attachment 2 – City of Tulsa Energy Suppliers

Company	Vendor #	Approx. #Bills	Service Provided	Est. Annual Cost
AEP/PSO	730410895	134	Electricity	\$11,488,179.06
Oklahoma Natural Gas (ONG)	731520922	60	Natural Gas	\$1,119,617.21
OG&E	730382390	1	Electricity	\$1,130.12
City of Claremore Utilities	736005143	1	Electricity	\$34,350.19
Verdigris Valley Electric	730495962	2	Electricity	\$3,663.68
Williams Headquarters Building Company	730569878	1	Chilled Water, Heating Water, Electricity	\$1,535,854.92
Veolia/Trigen Thermal	133841954	4	Thermal Energy	\$719,833.83
Totals:		204		\$14,902,629.01

Price Sheet Summary

The fees for providing the required service are:

Item 1. Percentage of one-time City-received refunds, as a result of initial audit, to be paid to the Contractor _____%

Item 2. Percentage of verifiable cost savings received by the City, resulting from Contractor recommendations, to be paid to Contractor as they are received _____% (please provide example of how such cost savings would be calculated and how the Contractor percentage of such would be applied)

NON-COLLUSION AFFIDAVIT

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

STATE OF _____)
COUNTY OF _____)ss.

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 bidders 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 bid to which this statement is attached.
2. I am fully aware of the facts and circumstances surrounding the making of Seller's Bid to which this statement is attached, and I have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the Seller nor anyone subject to the Seller's direction or control has been a party:
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
 - 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 bidders 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**

City of Tulsa General Contract Terms

It is anticipated that the City of Tulsa will enter into a contract with the selected vendor for an initial term ending one (1) year from the date of its execution by the City's Mayor, with two (2) one-year renewals available at the option of the City. All contracts entered into by the City of Tulsa shall include, but not be limited to, the following general 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. **Minority, Female, and Disadvantaged Business Enterprises and Equal Employment Opportunity.** Contractor shall comply with the terms of Title 5 of Tulsa Revised Ordinances relating to minority, female, disadvantaged and BRIDGE program business enterprise utilization and equal employment opportunity.

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

Company Name: _____

Date: _____

By: _____

Name Printed: _____

Title: _____