



# CITY OF BROKEN ARROW REQUEST FOR PROPOSAL

RFP Number: 26.141  
Solid Waste & Recycling Business Management Software

SUBMIT PROPOSALS  
By 3:30 p.m. (CST) April 3, 2026 to:

The City of Broken Arrow Information Technology Department 220 S. First St.  
Broken Arrow, Oklahoma 74012 (918) 259-2400  
Emailed to Kimber Pittman – [kpittman@brokenarrowok.gov](mailto:kpittman@brokenarrowok.gov)

ALL PROPOSALS MUST BE EMAILED BY THE ABOVE-STATED TIME AND DATE. ANY PROPOSAL NOT RECEIVED AT THE ABOVE EMAIL ADDRESS ON OR BEFORE THE STATED TIME WILL BE REJECTED. THERE ARE NO EXCEPTIONS.

**A DIGITAL COPY OF THE PROPOSAL IS REQUIRED.**

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## **Solid Waste & Recycling Business Management Software**

The City of Broken Arrow invites proposals for Solid Waste & Recycling Business Management Software, in accordance with the specifications and instructions set forth in this Request for Proposal. Proposals will be received by the Information Technology Department at [kpittman@brokenarrowok.gov](mailto:kpittman@brokenarrowok.gov) by April 3, 2026, until 3:30 p.m. CST.

**To be considered, your proposal must be submitted with a copy of this Request for Proposal. Proposal documents must be emailed to [kpittman@brokenarrowok.gov](mailto:kpittman@brokenarrowok.gov). The subject line must include the Request for Proposal Number 26.141.**

### **The Following Are Minimum Requirements & Specifications**

#### **INTENT OF SPECIFICATIONS**

It is the intent of these specifications to provide Solid Waste & Recycling Business Management Software for the City of Broken Arrow. The City of Broken Arrow is inviting proposals, on a competitive basis, from qualified companies to provide Solid Waste & Recycling Business Management Software and Support Services. The following specifications are intended to define the level of quality and performance of the requested system and service and not to be restrictive.

The information provided herein is intended to assist vendors in the preparation of proposals necessary to properly respond to this RFP. It is not intended to limit a proposal's content; rather it is designed to provide interested parties with sufficient basic information to understand the City of Broken Arrow's current operating environment and needs.

#### **1. Background**

The City of Broken Arrow, located in northeastern Oklahoma, is the state's fourth-largest municipality with a population of approximately 122,756 residents and more than 44,000 households spread across 55 square miles. The city provides comprehensive curbside solid waste and recycling services to its residents, operating a cart and bag hybrid-based system with weekly collection for both trash, green waste, and recyclables. Residents are issued City-owned carts—black for refuse and blue for recycling—and are required to place them curbside by 6:00 a.m. on their designated service day. Green waste to date is collected in clear bags and placed at the curb on the same service day as the cart routes. Recycling materials must be placed loose, clean, and dry in the blue cart. In addition to standard collection, the City offers scheduled bulky waste pickup for items such as furniture, appliances, and oversized green waste, billed at a per-cubic-yard rate, as well as a landfill pass program that allows eligible customers two free QR-coded passes per year for household waste disposal at the WM Quarry Landfill in Tulsa. The city also promotes sustainability through its Recycle BA program, which provides education on accepted materials and offers drop-off options for items not collected curbside. Broken Arrow's Solid Waste and Recycling operations utilize a modern fleet of automated side-loader trucks, rear load trucks, and grapple trucks equipped with in-cab technology for route execution, GPS tracking, and service verification. Monthly reports reflect significant service volumes, with millions of pounds of refuse and hundreds of thousands of pounds of recyclables collected. The city currently serves approximately 40,000 refuse customers and anticipates continued growth, requiring scalable technology solutions to manage routing, customer engagement, billing, compliance, and reporting. Integration with existing City systems—including Tyler Technologies portals for billing and vendor access, Munis for financials, and GIS for mapping—is essential to ensure operational efficiency and transparency.

#### **2. Project Description**

The City of Broken Arrow seeks to implement a modern, cloud-hosted Municipal Solid Waste and Recycling Business Management Software (SWR-BMS) solution that will transform how the city manages its curbside collection operations and citizen engagement. The goal is to centralize and streamline all aspects of solid waste and recycling

services, including route planning, dispatch, in-cab navigation, service verification, and recycling education. The system must integrate seamlessly with existing city platforms such as Tyler Technologies for billing and financials, GIS for mapping, and the City's website for publishing service alerts and schedules. By adopting a scalable and secure solution, the city aims to improve operational efficiency, reduce missed pickups and provide residents with a seamless experience. The platform should support ADA-compliant interfaces, robust reporting and analytics for compliance and sustainability tracking, and role-based permissions for internal staff. In addition to software delivery, the city expects the selected vendor to provide professional services including project management, configuration, data migration, training, and ongoing support. The successful implementation of this system will enable Broken Arrow to meet growing service demands, maintain high customer satisfaction, and achieve long-term sustainability goals while ensuring security, reliability, and 24/7 support.

### 3. Required Features

The City of Broken Arrow requires a comprehensive Municipal Solid Waste and Recycling Business Management Software (SWR-BMS) solution that delivers an integrated, automated, and user-friendly experience for staff. The system should streamline all aspects of curbside collection operations, from route planning and dispatch to customer engagement and reporting, while supporting scalability and efficiency. Below is an overview of the core functionality the City expects from the selected solution:

#### Collection Operations

The platform must provide robust tools for managing daily collection activities across trash, recycling, green waste, and bulky waste services. This includes:

- **Route Optimization:** Ability to dynamically generate and adjust routes based on vehicle capacity, service frequency, and geographic constraints to ensure efficient operations.
- **Dispatch & In-Cab Technology:** Real-time route dispatch to driver tablets or onboard systems, with GPS navigation, offline functionality, and automated exception handling for issues such as blocked access or missing carts.
- **Service Verification & Automation:** Capture time-stamped photos and GPS data for each stop, enabling accurate validation of completed services and streamlined resolution of missed pickup claims.
  - **Actuator or Equivalent Automation:** The system should integrate with or provide functionality to reliably capture cart lift events (e.g., through actuators, sensors, or alternative technologies) to confirm service completion. Vendors must describe their approach to ensuring consistent and accurate data capture for each lift, including any hardware, software, or telematics components required.
  - Photo or video service verification.
  - Robust internal reporting capabilities to allow city to meet existing and future KPI's.
  - Service verification for ADA service at needed locations
- **Bulky Waste Scheduling:** Resident-facing scheduling tools with automated fee calculation based on City rates, integrated work orders for crews, and support for special handling requirements.
- **Holiday Schedule Automation:** Automatic adjustment of routes and notifications based on the City's holiday "slide" schedule, with the ability to issue emergency updates for weather or other disruptions.

#### Business Operations, Finance, and Compliance

The system must integrate with existing City platforms and support accurate billing, reporting, and compliance:

- **Billing and Fee Management:** Ability to apply service fees (e.g., bulky waste charges) to utility accounts, export data to the City's financial systems, and integrate with payment portals.
- **System Integrations:** Support for integration with Tyler Munis for financials, GIS for mapping and address validation, and the City's website CMS for publishing service alerts and schedules.
- **Compliance and Reporting:** Generate reports for recycling diversion, contamination rates, route performance, and safety metrics, ensuring adherence to regulatory and transparency requirements.
- **Analytics and Dashboards:** Provide real-time operational dashboards and sustainability metrics, including

tonnage by waste stream, missed stops, route completion times, and fleet utilization.

### **Optional Features**

While not required, the City is interested in learning about additional features that could improve operational efficiency and staff management. Vendors should provide separate pricing for these optional capabilities, including any one-time implementation costs and recurring annual fees. Examples include:

- **Clock-In/Clock-Out Interface for Internal Staff:** A time-tracking feature that allows sanitation employees to log start and end times directly within the system or via in-cab devices. This functionality could help streamline payroll processes, monitor route labor hours, and improve workforce accountability.
- **Video Surveillance for Service Verification:** Integration with in-cab or external cameras to capture video footage during collection activities for enhanced service verification, safety monitoring, and dispute resolution. The system should allow secure storage, retrieval, and association of video clips with specific stops or routes.

## **4. Format for Proposal**

The City of Broken Arrow will evaluate vendor experience, qualifications, and capabilities for developing and implementing the Solid Waste & Recycling Business Management Software. The response should be formatted to address all items outlined below. Responders are required to submit 1 copy of the Proposal via email. The proposal shall include the following:

### **Cover Letter**

- Proposer's legal name and corporate structure
- Proposer's primary contact to include name, address, phone, and email
- Signature of a company officer empowered to bind the vendor to the provisions of this RFP

### **Table of Contents**

- All pages should be numbered, and the table of contents should identify each major section.

### **Executive Summary**

- Provide a concise synopsis of vendor's proposal and credentials to deliver the services sought under the RFP.
- Explain how the proposed solution will differentiate itself from other vendor solutions and the reasons the City should select the proposed solution.
  - This may include a list of the unique features which give the vendor a competitive edge in the agenda management system market.
- Present a brief description of how your solution meets the needs outlined in the RFP.

### **Company Profile**

- Company overview
  - Brief company history, highlighting your experience working with local governments
  - Legal name of company
  - Length of time the company been in business
  - Number of current employees
- Name, telephone number, and email address for the main point of contact during RFP process

### **Project Team**

- Name and define the different roles in your company's project team
- Explain how your project team will communicate with the City and keep track of the development progress
- List any specific team leaders, including
  - Name and title
  - Description of role
  - Qualifications and experience

One-source vendors are preferred. If utilizing subcontractors for any portion of the project including engineering, design, or support, provide key personnel and company information.

### **Experience**

- Minimum of three municipal references with projects similar in nature to the scope of the requirements described in this RFP. Provide the following information for each:
  - Client name
  - Website URL
  - Client contact person and title
  - Phone
  - Email address

### **Features & Functionality**

- Provide detailed responses indicating how your solution can meet each of the listed features and functionality provided in Section 3 (Required Features & Optional Features).
- Identify and describe in more detail specific functionality or recommended modules or services the proposer recommends
- Describe integration capabilities including direct integrations which exist and API availability for potential integration. Please note any current use of Tyler Munis API's or ESRI GIS system integration.

### **Implementation Plan**

- Provide a sample timeline outlining major activities, tasks, deliverables, and resources
- Detail your overall implementation approach to ensure a successful go-live
- Describe the consulting or other professional services offered by your firm during implementation to ensure the City receives best-practice advice and guidance and to ensure the SWR-BMS is configured to meet the processes and project goals
- Explain your training approach and how you ensure users are prepared
- Outline your strategy for training future employees to use the SWR-BMS.

In addition to outlining the timeline and approach for configuration and training, vendors must describe their data migration process to ensure a seamless transition from the City's current system. This should include:

- A detailed plan for transferring historical data, including route information, service verification records, bulky waste schedules, landfill pass usage, and reporting metrics.
- Assurance that existing reports and historical data will remain accessible and accurate after migration.
- Methods for validating data integrity during and after migration.
- Any tools or services offered to convert legacy data into the new system format.

### **Ongoing Support and Hosting Services**

- Describe ongoing support processes, procedures, and methods. At a minimum, the description should identify hours of support, methods to access support, after-hours support, including any support available to individual users, response time commitments, and escalation procedures.
- The City prefers cloud-based solutions. If proposing a cloud-based solution, include:
  - Describe the proposed hosting services (Microsoft Azure, AWS, etc.) and associated ongoing service level commitments
  - Describe any storage limitations on the amount of data to be housed
  - Describe any restrictions to how long data can be stored
  - Describe security, backup, and disaster recovery processes and procedures
  - Describe software release/update frequency and procedures to perform updates
  - Confirm the City retains ownership of its content and will be able to export, download, or otherwise obtain a copy of the data at the conclusion of the agreement
- If proposing an on-premise solution, include:
  - Describe the software release/update frequency and procedures to perform updates
  - Technical specifications for the software including server requirements
  - Describe any additional software/hardware required, including desktop software and plug-ins

- Any additional costs and processes required to run a development environment and/or disaster recovery server

### **Investment Proposal**

Comprehensive pricing is required. Pricing should include:

- Development and implementation, including:
  - Software licensing for an unlimited number of users
  - Any required hardware
  - Any required 3<sup>rd</sup> party solutions
  - Access to available API's
  - System design and configuration
  - Consulting services
  - Training services
  - Ongoing support and maintenance
  - Additional optional enhancements
  - Travel (if required)
- Annual services, including:
  - Hosting & security
  - Maintenance
  - Technical Support
- Cost for future upgrades

### **Fees**

- Total first year cost (combined one-time fees and first year annual fees)
- Annual fees beginning year 2 and specification of any expected year over year percentage increase.

Separately list any optional project enhancements that you believe will benefit the City's project.

### **Additional Products Offered (limited to one (1) page)**

- Give brief descriptions of other products offered by the company. Do not include marketing brochures, promotional collateral, or excessive non-relevant information.

### **Proposed Legal Agreements**

- Vendors must include a draft of the proposed legal agreement(s) for the project including any proposed software licensing, hosting, professional services, maintenance, and support agreements. The proposed legal agreement(s) may serve as the basis for contract negotiations or the City may elect to use its own agreement as the basis.

### **Additional Information**

- Include any additional information the City should consider such as identifying if there are solution user groups and/or user conferences available to the City staff, ongoing training opportunities provided, or how the proposer incorporates client feedback into the software roadmap

## **5. Submittal Requirements**

The deadline for RFP responses is April 3rd, 2026 – no later than 3:30 CST. Submit one, electronic file (.pdf file preferred) via email to: [kpittman@brokenarrowok.gov](mailto:kpittman@brokenarrowok.gov). Indicate in the subject line "RFP 26.141 Submittal – Vendor Name."

Submittals not received on or before the specified deadline stated above will not be accepted (no exceptions). Proposals submitted in response to this RFP shall be valid for 60 days from the submittal due date. The City of Broken Arrow reserves the right to request follow-up information or clarification from vendors in consideration. Vendor is responsible for ensuring delivery by the date and time included.

The City of Broken Arrow reserves the right to reject any or all submittals, to compare the relative merits of the respective responses, and to choose a vendor, which will best serve the interests of the City of Broken Arrow.

Each response to this RFP shall be made at the sole cost and expense of each proposing vendor and with the express understanding that no claims against the City of Broken Arrow for reimbursement will be accepted.

## **6. Evaluation Criteria**

Responses to this RFP will help the City of Broken Arrow identify the most qualified vendor and will be indicative of the level of the firm's commitment. The City of Broken Arrow will evaluate the qualifications, references, overall fit with City of Broken Arrow, as well as take into consideration the proposed scope and pricing submitted to determine the most qualified web vendor. Other factors which may contribute to the selection process include but are not limited to:

- Project approach and understanding of the City of Broken Arrow's objectives and requirements
- Supplier's implementation methodology and success
- Feedback from customer references
- Overall ability to meet the City of Broken Arrow's requirements (software functionality, usability, performance, flexibility, and technology)
- Cost and support quality for ongoing software maintenance and support
- Demonstrated ability to work in a cooperative and collaborative manner with clients

At the completion of the proposal review, top ranking proposers may be asked to provide a presentation and demonstration of their product. The information provided in the presentation will be used, in addition to the information provided by the vendor in the proposal.

The City of Broken Arrow reserves the right to exercise the following rights and options with respect to the proposal submission, evaluation, and selection process under this RFP:

- Waive any informalities, defects, or irregularities not material to the proposal
- Reject any proposal not addressing the requirements of the RFP or incomplete as non-compliant

## **7. Selection Process**

The selection process will involve the following phases:

Phase 1: A City of Broken Arrow selection committee will evaluate vendor submittals. The initial review will determine conformance to submission requirements and whether responses meet minimum criteria established. Review will include the vendor's acceptance of RFP terms and completeness of submissions.

Phase 2: If deemed necessary by the City of Broken Arrow's selection committee, interviews may be held for a short list of qualified vendors.

Phase 3: Review team will check references provided.

Phase 4: The City of Broken Arrow will select the successful vendor to begin negotiations.

## **8. Contract Negotiation & Insurance**

It is the intent of the City of Broken Arrow that after the successful vendor has been selected, the City of Broken Arrow and the selected vendor will enter into contract negotiations containing all terms and conditions of the proposed service. Any acceptance of a proposal is contingent upon the execution of a written contract and the City of Broken Arrow shall not be contractually bound to any bidder prior to the execution of such written contractual agreement.

Before signing a contract with the successful vendor, the City of Broken Arrow requires satisfactory proof that the vendor has adequate insurance coverage for the work to be performed under the contract. Adequate insurance shall include General Liability Insurance, with a combined single limit of \$1,000,000 for each occurrence and \$3,000,000 in the aggregate;

## **9. Proposal Submission Certification**

By submitting a proposal, vendor certifies that the appropriate parties have carefully examined all the documents for the project, carefully and thoroughly reviewed this RFP, and understands the nature and scope of the work to be done and the terms and conditions thereof.

**QUESTIONS**

Inquiries regarding this RFP shall be directed to Kimber Pittman, Senior IT Project Manager at [kpittman@brokenarrowok.gov](mailto:kpittman@brokenarrowok.gov).

## GENERAL TERMS AND CONDITIONS

- **CONTRACT PROVISIONS:** It is mutually agreed by and between The City of Broken Arrow and the Vendor that the City of Broken Arrow's acceptance of the Vendor's proposal, and the resulting final contract contain by reference all specifications, terms, and conditions in this RFP except as may be formally detailed and amended in the final contract. Any exceptions taken by Vendor not formally included in the final contract will not be a part of the contract. Therefore, in the event of a conflict between the terms and conditions of this RFP and information submitted by the vendor, the terms, and conditions of this RFP and the resulting agreement/contract will govern.
- **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the State of Oklahoma. The contractor shall comply with applicable federal, state, and local laws and regulations.
- **ASSIGNMENT OF CONTRACT:** A contract shall not be assigned or subcontracted by the contractor in part of whole without the written consent of The City of Broken Arrow.
- **CHANGES TO THE CONTRACT:** The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as part of their written agreement to modify the scope of the contract.
- **ERRORS OR OMISSIONS:** The proposing vendor shall not be allowed to take advantage of any errors or omissions in the specifications. Where errors or omissions occur in the specifications, the vendor shall promptly notify the contact person listed. Inconsistencies in the specifications are to be reported before proposals are submitted.
- **TAX EXEMPTION:** The City of Broken Arrow is exempt from the payment of sales/use taxes. The price submitted must be net, exclusive of sales use taxes. When under established trade practice, any federal excise tax is included in the list price; Vendor may quote the list price and shall show separately the amount of federal excise tax, either as a flat sum or as a percentage of the list price, which shall be deducted by The City.

The following terms should be included in the proposed contract:

**Irrevocable Offer.** Seller understands and acknowledges that its signature on this Agreement constitutes an irrevocable offer to provide the Goods and/or Services. There is no contract unless and until City's Mayor executes this Agreement accepting Seller's Offer. No City officer, employee or agent except the Mayor and City Council has the authority to award contracts or legally obligate the City to any contract. Any Goods and/or Services Seller provides to City before this Agreement is executed by City shall be at Seller's risk, and City shall have no obligation to pay for any such Goods and/or Services provided before this Agreement is executed by City.

**Documents Comprising the Agreement.** This Purchase Agreement includes the entire RFP (i.e., the entire request for proposal, which includes but is not limited to the Affidavits, Instructions, Terms and Conditions, Specifications, and any addenda or amendments and Seller's Offer, and such are incorporated herein as if set forth at length herein. In the event of conflicting or ambiguous language, the parties shall be governed first according to RFP, and second according to the proposal/lease/maintenance agreement.

**Warranties.** Seller expressly warrants that all Goods and/or Services covered in the Agreement will conform to the specifications attached and incorporated herein, and further warrants that the same shall be of good materials and workmanship and free from defects for either a minimum of one year from the date of acceptance or installation by City, whichever is later, or for such period beyond one year as the Seller may provide in its Offer. In no event shall Seller be allowed to disclaim or otherwise limit the express warranties set forth herein.

**Data Security and Breach Notification.** Seller shall implement and maintain reasonable and appropriate administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of all data provided by the City of Broken Arrow, including protection against unauthorized access, use, disclosure, alteration, or destruction. In the event of a known or suspected security incident or data breach involving City data, including but not limited to unauthorized access, disclosure, use, loss, or corruption of data, Seller shall notify the City of Broken Arrow within 48 hours of discovering the incident.

Notification must be made to the City's designated contact(s) and must include, at a minimum:

- A description of the nature of the breach or incident
- The type(s) of data involved
- The date and time the breach was discovered
- The duration and scope of the incident, if known
- A summary of corrective actions taken or planned

Seller shall cooperate fully with the City, law enforcement, and any applicable regulatory authorities in the investigation and remediation of the incident, including providing access to relevant records and systems upon request.

Seller shall bear all reasonable costs associated with (i) the investigation and resolution of the breach, (ii) notification to affected individuals or agencies if required by law, and (iii) any mitigation services, such as credit monitoring, required by law or reasonably requested by the City.

Seller shall comply with all applicable federal and state data breach notification laws, including but not limited to the Security Breach Notification Act (24 O.S. §§ 161–166), and any other laws governing breach of personally identifiable information (PII) or protected data.

**Warranty Remedies.** City shall notify Seller if any of the Goods and/or Services fails to meet the warranties set forth above, and Seller shall promptly correct, repair or replace the same at Seller's sole expense. Notwithstanding the foregoing, if such Goods and/or Services shall be determined by City to be defective or non-conforming within the first thirty (30) days after the date of acceptance by City, then City at its option shall be entitled to a complete refund of the purchase price and, in the case of Goods, shall promptly return such Goods to Seller, Seller shall pay all expenses related to the return of such Goods to Seller.

**No Indemnification by City.** Seller understands and acknowledges that City is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, City shall not indemnify nor hold Seller harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys' fees and costs. In addition, Seller shall not limit its liability to City for actual loss or direct damages for any claim based on a material 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.

**Indemnification by Seller.** Seller agrees to indemnify, defend, and save harmless City and its officers, employees and agents from all suits and actions of every nature brought against them due to the use of patented appliances, products or processes provided by Seller hereunder. Seller shall pay all royalties and charges incident to such patents.

**No Insurance by City.** If City is leasing Goods herein, City shall not be required to obtain insurance for Seller's property. Seller shall be solely responsible for any Insurance it deems necessary. City is self-insured for its own negligence, subject to the limits of the Governmental Tort Claims Act (51 O.S. § 151 et seq.).

**No Confidentiality.** Seller understands and acknowledges that City is subject to the Oklahoma Open Records Act (51 O.S. § 24.1 et seq.) and therefore cannot assure the confidentiality of contract terms or other information provided by Seller pursuant to this Agreement that would be inconsistent with City's compliance with its statutory requirements thereunder.

**Right to Audit.** The parties agree that books, records, documents, accounting procedures, practices, price lists or any other items related to the Goods and/or Services provided hereunder are subject to inspection, examination, and copying by City or its designees. The vendor is required to 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.

**Severability Provision.** If any term or provision herein is determined to be illegal or unenforceable, the remainder of this Agreement will not be affected thereby. It is the intension of the parties that if any provision is held to be illegal, invalid, or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible to be legal, valid and enforceable.

The undersigned individual states that s/he has authority to bind Seller to this Agreement that s/he has read and understands the terms of this Agreement, and that Seller agrees to be bound by this Agreement and its incorporated documents and Seller's Offer.

**Seller Liability for Damages.** Seller shall be liable to the City for any and all damages arising out of or related to its performance or failure to perform under this Agreement, including but not limited to direct, indirect, incidental, consequential, special, and punitive damages, as well as damages resulting from loss of data, breach of confidentiality, service interruptions, and failure to meet project timelines or performance standards. This includes damages incurred due to Seller's negligence, breach of contract, breach of warranty, or violation of applicable law. There shall be no limitation on Seller's liability for:

- Breach of confidentiality or data security
- Indemnification obligations
- Gross negligence or willful misconduct
- Damages resulting from third-party claims arising out of Vendor's performance

Any attempt by the Seller to disclaim, exclude, or limit its liability in conflict with this section shall be deemed null and void. The City reserves all legal and equitable remedies available under law or equity.

End of specifications.

