Request for

Competitive Sealed Proposal TAC1045A -Addendum 1

City of Tulsa Mail Room Services

NIGP Commodity Code(s): 915-58 - Mailing Services

Submit proposals (sealed) to:

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



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Issued September 10, 2021

Addendum #1

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

QUESTIONS/CLARIFICATION/CHANGES:

CHANGE:

1. Item In section II. INSTRUCTIONS FOR SUBMITTING A PROPOSAL, under item A. General Requirements the time has been corrected to Central Daylight Time.

QUESTIONS/CLARIFICATION/

- 1. Question: What is the current annual value of the existing contract? Response: Our accounting systems shows there were 275 invoices from July 1, 2020, through June 30, 2021, for a total expense of \$90,897.78.
- Question: What is the contract number? Response: The current contract number is 32392 to Ricoh USA Inc.
- 3. Question: How many contractor personnel are performing the services? Response: The service requires delivery and pick up from several points in addition to a full-time attendant in the mail room.
- Question: How many vehicles and of what type are currently used in performance of the contract? Response: The service is currently performed using a passenger vehicle.
- Question: Please provide an equipment list so that the offeror may gauge what equipment will be needed to be brought in. Response: The equipment currently used is that which the current provider has determined best fits its needs. We cannot assume a future service provider would use the same items.
- 6. Question: Does the contractor need to provide for postage? Response: No
- 7. Question: In regard to IV Deliverables 6. Monthly billing and VIII. Questionnaire 4. Credit Cards, is it the intent of the City that the awarded vendor will be paid separately by billing each department on a monthly basis and be responsible for collecting this payment from each department rather than a single payment through the City as a whole?

Response: The services must be billed individually for payment from each "Section" as listed in Attachment B.

I. STATEMENT OF PURPOSE:

With this request for Competitive Sealed Proposal (CSP), the City is seeking proposals from qualified organizations to manage the City's mailroom and mail delivery operations.

We enthusiastically look forward to receiving your proposal.

II. INSTRUCTIONS FOR SUBMITTING A PROPOSAL:

A. General Requirements

 The proposal must be received by 5:00 p.m. on Wednesday, September 22, 2021, Central Daylight Time. Proposals must be sealed in an envelope or box clearly labeled "TAC1045A City of Tulsa Mail Room Services".

Proposals arriving late will be returned unopened.

2. Proposals must 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.
- Inquiries to the Buyer requesting clarification regarding this CSP request or the content herein must be made via e-mail and must be received prior to the end of the business day on September 3, 2021.

Terry Thomas, Senior Buyer

tthomas@cityoftulsa.org

Any questions regarding this CSP request will be handled as promptly and as directly as possible. If a question requires only clarification of CSP request instructions or specifications, it will be handled via email, or verbally. If any question results in material changes or additions to the CSP request, those changes or additions will be forwarded to all registered Respondents as quickly as possible by addendum.

Do not contact any other City employee regarding this CSP.

- 5. Respondents shall designate a contact person, with appropriate contact information, to address any questions concerning a proposal. Respondents shall also state the name and title of individuals who will make final decisions regarding contractual commitments and have legal authority to execute a contract on the Respondent's behalf.
- **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

7. Mandatory Pre-proposal Meeting: Attending either one of the two pre-proposal meetings is required for a response to be considered for award. The meetings, which are scheduled for the dates shown below, will begin in room 10-203 at City Hall and include a tour of the facility.

Tuesday, August 24, 2021, at 10:30 AM Central Daylight Time and Wednesday, September 01, 2021, at 10:30 AM Central Daylight Time

Please register no later than 24 hours prior to the conference.

Please arrive in advance of the meeting allowing time to complete a security check sign-in procedure.

B. General Notifications

1. With this Competitive Sealed Proposal request, the City reserves the right to do the following:

a. To conduct oral or written discussions with Respondents, after proposals are received, concerning technical and Price aspects of the proposals and/or to allow Respondents to revise their proposals, including Price;

b. To evaluate, after proposals are received, the relative abilities of Respondents to perform, including their technical or professional experience and/or expertise;

c. To conduct a comparative evaluation, after proposals are received, of the differing Price, service, quality, contractual factors, technical content and/or technical and performance capability of the proposals;

d. To negotiate mutually agreeable terms in a contract;

- 2. The City of Tulsa notifies all possible Respondents that no person shall be excluded from participation in, denied any benefits of, or otherwise discriminated against in connection with the award and performance of any contract on the basis of race, religious creed, color, national origin, ancestry, physical disability, sex, age, ethnicity, or on any other basis prohibited by law.
- **3.** All Respondents shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination.
- **4.** All Respondents shall comply with the Americans with Disabilities Act (ADA) and all proposals and any subsequent contract shall include the following statement:

"Contractor shall take the necessary actions to ensure its operations in performance of this contract and its employment practices are in compliance with the requirements of the Americans with Disabilities Act."

It is understood that the program of the Respondent is not a program or activity of the City of Tulsa. The Respondent agrees that its program or activity will comply with the requirements of the ADA. Any costs of such compliance will be the responsibility of the Respondent. Under no circumstances will the Respondent conduct any activity which it deems to not be in compliance with the ADA.

- **5.** Although it is the City's intent to choose only the most qualified Respondents to interview, the City reserves the right to choose any number of qualified finalists for interview and/or final selection.
- 6. This Competitive Sealed Proposal request does not commit the City of Tulsa to pay any costs incurred in the submission of a proposal or the costs incurred in making necessary studies and designs for preparation thereof, or contract for service or supplies.

III. BACKGROUND:

Tulsa is the second largest city in the State of Oklahoma, with an estimated municipal population of 391,906 and 168,669 occupied households. The City of Tulsa consists of 20 plus departments, led by a mayor-council form of government. The City is one of Tulsa's largest employers with approximately 3,800 full-time positions.

The City of Tulsa's Mailroom is located on the 2nd floor of the One Technology Center (OTC) City Hall, 175 E. 2nd St., under the direction of the Information Technology (IT) Department. Beginning in January 2016, the City transitioned from internally provided mail delivery services with City staff to contracted outside mail delivery services.

Additional information about the City of Tulsa is at our web site, <u>www.cityoftulsa.org</u>.

IV. <u>INTENT:</u>

The services in this CSP will include on-site staff for mailroom customer service and for mail delivery services including picking up and delivering, securing, processing, sorting, cataloging and logging of incoming and outgoing City mail and parcels of various sizes and weights, to and from mail facilities within City Hall and outlying City locations, including but not limited to, United States Postal Service (USPS), United Parcel Service (UPS), FedX and interdepartmental mail.

The Respondent must provide mailroom services described herein for the City of Tulsa at the highest levels of security, quality, effectiveness, and efficiency.

V. <u>SCOPE OF WORK:</u>

- 1. The Respondent shall employ a system which accurately tracks all City mail throughout the collection and delivery process and separately invoices City departments and sections directly for all mail services used.
- 2. The Respondent shall provide staff to operate the City mailroom, located on the 2nd floor of the One Technology Center (OTC) City Hall, 175 E. 2nd St. for staging all mail receiving, sorting and delivery operations.
- **3.** The Respondent shall ensure at a minimum there is always at least one employee available in the mailroom during hours of operation to accept deliveries and provide customer service. The mailroom hours of operation are from 8:00 am to 5:00 pm, Monday through Friday, excluding City holidays.
- **4.** The Respondent shall provide for all supervision, labor, supplies, vehicles and equipment required to furnish the mailroom services as described herein.
- **5.** The Respondent shall utilize its own vehicles, at its own expense, for pickup and delivery of mail to/from locations outside of City Hall, herein referred to as "Mail Stops".
- 6. The Respondent shall be responsible for securing at its own expense, a designated parking spot for the Respondent's vehicle within a reasonable distance from OTC. The City will provide short-term parking directly adjacent to the mailroom only for the purpose of loading and unloading of mail for no longer than 30 minutes at each occurrence.
- 7. The Respondent shall process items which include but are not limited to: incoming and outgoing interdepartmental mail, United States Postal Service (USPS) standard letters, flats, certified mail, bulk mail and periodicals, United Parcel Service (UPS), FedEx and other packages up to 40 pounds. A breakdown of the estimated mail volume is provided in Attachment C.
- **8.** The Respondent's personnel shall always wear City of Tulsa identification badges in the performance of their duties.
- **9.** The Respondent shall ensure that the proper levels of security are maintained in the mail handling process and shall immediately advise the City of Tulsa of any actual or potential breach of security.

VI. <u>DELIVERABLES:</u>

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

 mail pickup and delivery by courier, up to two times per day, from/to the mail and copy centers (two per floor) on floors 2, 3, 4, 6, 14 and 15 in City Hall and from/to approximately ten (10) external City Mail Stops, in accordance with the schedule shown in Attachment A. Mail volumes, pickup and delivery locations and frequency are subject to change as the result of departmental requests for increases or decreases in services, potentially impacting the resources required to provide such services.

- 2) daily receipt of all incoming mail delivered to the mailroom by courier, City employees, USPS, UPS, FedEx, or other external sources. All incoming mail shall be sorted daily according to destination and shall be stored and secured in the mailroom in preparation for the next day's delivery.
- 3) daily collection and placement in bins of all USPS outgoing mail in preparation for pickup by a third party at 4:00 pm each day. Outgoing USPS mail pickup from the mailroom for metering, presort and delivery to the US Post Office is a service provided under a separate agreement and is not within the scope of this proposal. Drop boxes are available in the mailroom lobby for all outgoing FedEx and UPS mail.
- 4) mailroom customer service to City employees including, but not limited to, answering questions, both from phone calls and in-person walkups; assisting with packaging outgoing mail, including providing mailing and shipping supplies, such as envelopes, boxes, labels, tape, etc. as requested; and occasional weighing and metering of mail using existing, City-owned and maintained postage metering equipment. It will be the City's responsibility to deliver mail to the US Post Office after the daily 4:00 pm third party pickup.
- 5) logging of all incoming and outgoing mail picked up by courier or dropped off directly to the mailroom. The daily log form will be used to record the total quantity of each type of mail, for each location, for each department, each day. The Respondent shall compile the information from the daily logs into a spreadsheet, database, or other application software which allows the total volume of each type of mail collected to be associated to the department from which it originated. City departments will be required to mark all outgoing mail with a unique cost center code which identifies ownership.
- 6) monthly billing directly to individual departments and sections as shown in Attachment B. Charges shall be based primarily on the actual number of pieces for each type of mail processed for each individual department or section. With the exception of Mail Stop charges and other Optional Services specified on the pricing page, the total cost for providing the mail services required by this contract shall be apportioned to each department or section and included in the unit cost for each piece of mail processed. Mail Stop charges shall cover all costs for labor, equipment, and supplies directly associated with and exclusive to the pickup and delivery of mail to/from locations outside of City Hall.

VII. RESPONDENT AND PROPOSAL REQUIREMENTS:

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

- **A.** One (1) unbound original and one (1) bound copies of the proposal plus one electronic (1) copy on CD, DVD, or USB flash drive.
- **B.** A description of the Respondent's qualifications and experience and that of key personnel assigned to this project (and that of each firm proposed as part of the Respondent's team). It is noted that equipment, material and staff shall be provided by the Respondent.

- **C.** A description of five (5) previous projects that Respondent's firm has conducted for organizations of similar size and complexity. Provide contact names, email addresses and telephone numbers of references from these organizations.
- **D.** 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.
- E. Any expenses incurred by the Respondent(s) in appearing for an interview or in any way providing additional information as part of the response to this Competitive Sealed Proposal request are solely the responsibility of the Respondent. The City of Tulsa is not liable for any costs incurred by Respondents in the preparation of proposals, or any work performed by the Respondent prior to the approval of an executed contract by the City of Tulsa. The City assumes no responsibility or liability for any costs you may incur in responding to this CSP request, including attending meetings or contract negotiations.
- F. Respondents must provide clear and concise responses to each requirement by item number in the Scope of Work and Deliverables sections indicating "acceptance", "exception" or "rejection" and comment to clarify responses which take exception to or reject the requirements.

NOTE: The purpose for allowing Respondents to take exception to a requirement is to provide an opportunity for the Respondent to present alternatives to the requirement which still meet or exceed the City's original intent for the requirement. The City reserves the right to reject any and all responses, or any part thereof; to accept any responses, or any part thereof; or to waive any informality when it is deemed to be in the City's best interest.

- **G.** Complete all forms along with the Questionnaire and return them along with responses to requirements.
- **H.** The Respondent shall provide experienced, responsible personnel who are capable to perform the work. Respondent's personnel must be bonded for a minimum of \$10,000.00 per individual.

The Respondent shall perform background checks, which includes criminal and driving history, for all personnel assigned to perform City services. The Respondent shall review all findings with the City of Tulsa prior to any personnel providing mail services at City facilities. The City of Tulsa reserves the right to accept or reject individual mail services personnel.

VIII. QUESTIONNAIRE:

Respondents must provide clear and concise responses to all questions and specific requests made by each Questionnaire item for descriptions of services and other information.

1. Describe your qualifications for performing the services required. Include years of experience with similar-sized projects, number of personnel and equipment used to perform the services requested.

- 2. Describe your contingency arrangements to assure adherence to the service delivery requirements specified in the bid in the event of staff shortages or equipment failure. Describe your process for addressing situations when personnel are absent due to vacation, illness, etc.
- 3. How much lead time, number of days, is required to begin delivering the services specified in the bid?
- 4. Do you have the capability to establish and accept recurring credit card payments from individual City departments and sections you are providing services to?
- 5. Will you provide a means for City departments and sections to contact account representatives directly for customer service regarding billing and/or service questions or issues?
- 6. Describe how your company handles separate mail delivery tracking and billing for each City department/section as described in Attachment B.
- 7. Describe your company's mail services security plan and methods of ensuring compliance.
- 8. Describe the type of performance reporting and mail delivery activity reporting you offer. How is this reported and at what frequency?
- 9. Describe your problem resolution process for how mail services related problems are addressed and resolved. Please provide a tiered resolution framework and the process timeline.
- 10. Describe your process and timeframe required for responding to and implementing resource adjustments resulting from requests from departments for increases or decreases in services.

IX. EVALUATION OF PROPOSALS:

A selection committee consisting of not less than three (3) City of Tulsa employees will evaluate proposals based on characteristics shown in the criteria table. Several candidates may be asked to interview with the committee. Selection shall be determined to be in the best interest of the City as evaluated by the City of Tulsa. The approval of the selected Respondent will be subject to the final determination of the City and will be contingent on the successful execution of an agreement between the City and the successful Respondent.

Characteristic	Points Possible
Capability, Experience and Qualifications	30
Responses to Requirements and Questionnaire	30
Cost	20
References	20
Total Points Possible	100

Criteria Table

X. <u>TIME FRAME FOR REVIEW:</u>

The time frame for review of proposals is expected to be three (3) to six (6) weeks, but the City reserves the right to vary the period 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.

XI. AWARD OF PROPOSALS:

The City evaluates proposals based on the general criteria identified in Tulsa Revised Ordinance (TRO) Title 6, Chapter 4, and listed below:

1. The ability, capacity and skill of the Respondent to perform the contract or provide the service required,

2. Whether the Respondent can perform the contract or provide the service promptly or within the time specified, without delay or interference,

3. The character, integrity, reputation, judgment, experience and efficiency of the Respondent,

4. The quality of performance by Respondent of previous contracts or services,

5. The previous and existing compliance by the Respondent with laws and ordinances relating to the contract or service,

6. The sufficiency of the financial resources and ability of the Respondent to perform the contract or provide the service,

7. The quality, availability and adaptability of the Services offered by Respondent to the particular use required,

8. The ability of the Respondent to provide future maintenance, support and service related to Respondent's offer,

9. Where an earlier delivery date would be of great benefit to the Using Department, the date and terms of delivery may be considered in the Proposal award,

10. The degree to which the Proposal submitted is complete, clear, and addresses the requirements in the CSP request specifications,

11. If a point system has been utilized in the CSP request specifications, the number of points earned by the Respondent.

12. The total cost of ownership, including the costs of supplies, materials, maintenance, and support necessary to perform the item's intended function.

13. If an evaluation committee performs the evaluation, the recommendation of such committee.

XII. <u>MISCELLANEOUS:</u>

- **A.** Your response to this CSP request will be considered part of the contract, if one is awarded to you.
- **B.** All data included in this CSP request, as well as any attachments, are proprietary to the City of Tulsa.
- **C.** The use of the City of Tulsa's name in any way as a potential customer is strictly prohibited except as authorized in writing by the City of Tulsa.
- D. Your proposal must clearly indicate the name of the responding organization, including the Respondent's e-mail address and web site information, if applicable, as well as the name, address, telephone number and e-mail address of the organization's primary contact for this proposal. Your proposal must include the name, address, telephone number and e-mail address of the Respondent and/or team of Respondents assigned to the City account.
- E. The City is bound to comply with Oklahoma's Open Records Act, and information submitted with your proposal, with few exceptions, is a matter of public record. For specifics on the Oklahoma Open Records Act, see the link below:

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

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

The City expects to enter into a written Agreement with the chosen Respondent that will incorporate this CSP request and your proposal. In addition to any terms and conditions included in this CSP request, the City may include in the Agreement other terms and conditions as deemed necessary.

- F. The performance standards by which the Respondent's mail services are evaluated shall include, but not be limited to, accuracy, timeliness, and customer satisfaction. Acceptable is defined as a 95% accuracy/timeliness rate per 100 randomly sampled mail pieces processed and a customer satisfaction rate of 90% or better.
- **G.** The Respondent shall participate in regular conference calls and/or meetings with the City of Tulsa to review performance. Discussions shall include review of performance, issues, suggestions for improvements in the business process, etc. In the event performance problems exist, the Respondent shall for develop and implement a plan for resolution.

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, including any Trustee, and/or employee of the City of Tulsa own an interest in the Respondent's business which is less than a controlling interest, either direct or indirect.

By: _____

Signature

Title:

Subscribed and sworn to before me this _____day of _____, 20____.

Notary Public

My Commission Expires: _____

Notary Commission Number: _____

County & State Where Notarized:

The Affidavit must be signed by an authorized agent and notarized

		NON-COLLI	USION AFFIDAVIT
		(Required by Oklaho	oma law, 74 O.S. §85.22-85.25)
STATE OF)	
) ss.	
COUNTY OF) 55.	
000111 01		<i>L</i>	
l,			, of lawful age, being first duly
sworn, state that			
(Seller		orized Agent)	
1.	the exist employ governr	istence of collusion betw /ees, as well as facts p ment personnel in returr	eller herein for the purposes of certifying facts pertaining to ween and among Respondents and municipal officials or pertaining to the giving or offering of things of value to rn for special consideration in the letting of any contract ch this statement is attached.
2.	Propos	sal to which this stateme	and circumstances surrounding the making of Seller's ent is attached, and I have been personally and directly ding to the submission of such Proposal; and
3.	Neither	r the Seller nor anyone ຣເ	ubject to the Seller's direction or control has been a party:
	a.		g Respondents in restraint of freedom of competition by at a fixed price or to refrain from responding,
	b.		any municipal official or employee as to quantity, quality, or ve contract, or as to any other terms of such prospective
	C.		tween Respondents and any municipal official concerning r other thing of value for special consideration in the letting
			Ву:
			Signature
			Title:
Subscribed and	l sworn	to before me this	day of, 20
Notary Public			
-	n Expire	es:	
		umber:	
		Notarized:	
The Affid	avit	•	ned by an authorized agent and otarized

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.

	Ву:
	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 sigr	ned by an authorized agent and
no	otarized

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS

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

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

Sign Here ►
Printed Name:
Title:
Date:

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; <u>not</u> simply a DBA.)

State of Organization:			
Respondent's Type of Legal Entity: (che	eck one)		
 () Sole Proprietorship () Partnership () Corporation () Limited Partnership 	 () Limited Liability Company () Limited Liability Partnership () Other: 		
Address: Street			
Street	City State Zip		
Website Address:	Email Address:		
Sales Contact:	Legal or Alternate Sales Contact:		
Name:	Name:		
Street:	Street:		
City:	City:		
State:	State:		
Phone:	Phone:		
Fax:	Fax:		
Email:	Email:		

Exhibit A - Price Sheet Summary

DESCRIPTION	UOM	UNIT PRICE	ESTIMATED ANNUAL QUANTITY	TOTAL ANNUAL COST					
Primary Mail Services	Primary Mail Services								
USPS Mail	EA.	\$	204,000	\$					
Inter-Office Mail	EA.	\$	3,600	\$					
FedEx/UPS Packages	EA.	\$	3,600	\$					
Total Annual Cost - Prima	ary Mail	Services	1	\$					
Optional Mail Services									
Mail Stop Charge	EA.	\$	3,600	\$					
Letter Folding and Envelope Stuffing	EA.	\$	1,000	\$					
Packaging and Labeling Outgoing Mail	EA.	\$	20	\$					
Labor for Mail Services Not Otherwise Listed	HR.	\$	20	\$					
Total Annual Cost - Optio	\$								
TOTAL ANNUAL CO	\$								

Note – Attach additional detail as necessary to define all costs associated with your provision of the services herein.

Respondents must include the total cost of their proposals on Exhibit A.

Respondents must complete the Unit Price and Total Annual Cost for every item they intend to provide to the City as part of their proposal. Items provided at no cost to the City should have a Unit Price and Total Annual Cost of \$0.00. Items which are not provided must be marked "n/a" (not available).

The failure to include all necessary items may disqualify the proposal.

Company Name:		Date:
Signature:		
Name Printed:		
Title:		
	15	

City of Tulsa General Contract Terms

It is anticipated that the City of Tulsa will enter into a contract with the selected Respondent for an initial term ending one (1) year from the date of its execution by the City's Mayor, with four (4) one-year renewals available at the option of the City. Contracts entered into by the City of Tulsa generally include, but are not limited to, the following terms:

- Renewals. Contractor understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Agreement. The continuing purchase by City of the Services set forth in this Agreement is subject to City's needs and to City's annual appropriation of sufficient funds in City's fiscal year (July 1st to June 30th) in which such Services are purchased. In the event City does not appropriate or budget sufficient funds to perform this Agreement, this Agreement shall be null and void without further action by City.
- 2. No Indemnification or Arbitration by City. Contractor understands and acknowledges that City is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, City shall not indemnify nor hold Contractor harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys' fees and costs. In addition, Contractor shall not limit its liability to City for actual loss or direct damages for any claim based on a breach of this Agreement and the documents incorporated herein. City reserves the right to pursue all legal and equitable remedies to which it may be entitled. City will not agree to binding arbitration of any disputes.
- 3. Intellectual Property Indemnification by Contractor. Contractor agrees to indemnify, defend, and save harmless City and its officers, employees and agents from all suits and actions of every nature brought against them due to the use of patented, trademarked or copyright-protected appliances, products, materials or processes provided by Contractor hereunder. Contractor shall pay all royalties and charges incident to such patents, trademarks or copyrights.
- 4. General Liability. Contractor shall hold City harmless from any loss, damage or claims arising from or related to the performance of the Agreement herein. Contractor must exercise all reasonable and customary precaution to prevent any harm or loss to all persons and property related to this Agreement.
- 5. **Liens.** Pursuant to City's Charter (Art. XII, §5), no lien of any kind shall exist against any property of City. Contractor agrees to indemnify and hold the City harmless from all claims, demands, causes of action or suits of whatever nature arising out of the services, labor, and material furnished by Contractor or Contractor's subcontractors under the scope of this Agreement.
- 6. **No Confidentiality.** Contractor understands and acknowledges that City is subject to the Oklahoma Open Records Act (51 O.S. §24A.1 *et seq.*) and therefore cannot assure the confidentiality of contract terms or other information provided by Contractor pursuant to this Agreement that would be inconsistent with City's compliance with its statutory requirements there under.
- 7. Compliance with Laws. Contractor shall be responsible for complying with all applicable federal, state and local laws. Contractor is responsible for any costs of such compliance. Contractor shall take the necessary actions to ensure its operations in performance of this contract and its employment practices are in compliance with the requirements of the Americans with Disabilities Act. Contractor certifies that it and all of its subcontractors to be used in the performance of this agreement are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. Sec. 1313 and includes, but is not limited to, the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify.

- 8. **Right to Audit.** The parties agree that books, records, documents, accounting procedures, practices, price lists or any other items related to the Services provided hereunder are subject to inspection, examination, and copying by City or its designees. Contractor shall retain all records related to this Agreement for the duration of the contract term and a period of three years following completion and/or termination of the contract. If an audit, litigation or other action involving such records begins before the end of the three year period, the records shall be maintained for three years from the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.
- 9. Governing Law and Venue. This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principles, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Tulsa County, Oklahoma and each party waives any objection to such venue.
- 10. **No Waiver.** A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.
- 11. Entire Agreement/No Assignment. This Agreement and any documents incorporated herein constitute the entire agreement of the parties and supersede any and all prior agreements, oral or otherwise, relating to the subject matter of this Agreement. This Agreement may only be modified or amended in writing and must be signed by both parties. Notwithstanding anything to the contrary herein, the City does not agree to the terms of any future agreements, revisions or modifications that may be required under this Agreement unless such terms, revisions or modifications have been reduced to writing and signed by both parties. Contractor may not assign this Agreement or use subcontractors to provide the Goods and/or Services without City's prior written consent. Contractor shall not be entitled to any claim for extras of any kind or nature.
- 12. **Equal Employment Opportunity**. Contractor shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination

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

Company Name:	Date:
Signature:	_
Name Printed:	_
Title:	_

Attachment A - Current Mail Service Locations

TIME	LOCATION	COMMENTS
7:00 am – 7:30 am 12:00 pm – 12:30 pm	OTC - City Hall 175 E. 2nd St.	Mail and Copy Centers (2 per floor) 2 nd 3 rd 4 th 6 th 14 th & 15 th Floors
7:45 am - 8:00 am 12:45 pm - 1:00 pmPolice Courts Building 600 Civic Center		Room 204, 2 nd Floor, East Stairwell
8:15 am – 8:30 am 1:15 pm – 1:30 pm	Stormwater Management 4502 S. Galveston	
8:45 am – 9:00 am 1:45 pm – 2:00 pm	West Yard 490 W. 23rd St.	All Buildings Consolidated, North Door
9:10 am – 9:20 am 2:10 pm – 2:20 pm	Water Dept. 2317 S. Jackson Ave.	All Buildings Consolidated North Building Mail Station (Engineering Services)
9:30 am – 9:45 am 2:30 pm – 2:45 pm	City Medical 1638 S. Main	
10:00 am – 10:15 am	Fire Department 1760 Newblock Dr.	All Fire Department Locations Consolidated Fire Training Academy A.M. Only
3:30 pm – 3:45 pm	911 Center 801 E. Oklahoma St.	Tuesday and Friday P.M. Only
11:00 am – 11:15 am 4:00 pm – 4:15 pm	Radio Shop 3411 N. Columbia Ave.	

Attachment B - Current Department and Section Billing

Dept.	Department Name	Section	Section Name	Billing Address
10	HUMAN RESOURCES	1011	ADMINISTRATION	175 E 2nd St, 14th floor Tulsa, OK 74103
12	FINANCE	1211	FINANCE ADMINISTRATION	175 E 2nd St., Ste 15-94C Tulsa, OK 74103
12	FINANCE	1222	TREASURY-AUDIT & COLLECT	175 E 2nd St., Ste 15-94C Tulsa, OK 74103
12	FINANCE	1244	GRANTS ADMINISTRATION	175 E 2nd St. 15th floor Tulsa, Ok 74103
12	FINANCE	1261	UTILITIES ADMINISTRATION	175 E 2nd St., Ste 15-94C Tulsa, OK 74103
13	CUSTOMER CARE	1312	UTILITIES ADMINISTRATION	175 E 2nd St, 14th floor Tulsa, OK 74103
15	LEGAL	1511	ADVICE AND SUPPORT	175 E 2nd St, 6th floor Tulsa, OK 74103
16	ASSET MANAGEMENT	1622	EMD ADMIN SERV	490 W 23rd St. Tulsa, OK 74127
16	ASSET MANAGEMENT	1642	SECURITY	3600 Mohawk Blvd. Tulsa, OK 74115
17	COMMUNICATIONS	1712	COMMUNICATIONS	175 E 2nd St., 14th floor Tulsa, OK 74103
18	INFORMATION TECHNOLOGY	1811	RESOURCE MANAGEMENT	175 E 2nd St., 6th floor Tulsa, OK 74103
21	POLICE	2111	ADMIN - HEADQUARTERS (HQ)	600 Civic Center, Ste 300 Tulsa, OK 74103
21	POLICE	2135	911 CENTER	801 E Oklahoma Pl. Tulsa, OK 74106
22	FIRE	2211	EXECUTIVE - ADMINISTRATION	1760 Newblock Dr. Tulsa, OK 74127
23	MUNICIPAL COURT	2311	ADMINISTRATION	600 Civic Center, Ste 302C Tulsa, OK 74103
31	ENGINEERING SERVICES	3111	ADMIN DEPUTY DIRECTOR	2317 S Jackson Ave, Tulsa, OK 74127
32	STREETS & STORMWATER	3211	S & S - ADMINISTRATION	175 E 2nd St., 14th Floor Tulsa, OK 74103
33	WATER & SEWER	3311	W&S-ADMIN SERVICES	175 E 2nd St., 14th floor Tulsa, OK 74103

Dept.	Department Name	Section	Section Name	Billing Address
41	PARK AND RECREATION	4111	PARK- ADMINISTRATION	175 E 2nd St, 4 th floor Tulsa, Ok 74103
51	MOED	5111	MOED - OPERATIONS	175 E 2nd St., 15th floor Tulsa, OK 74103
52	WORKING IN NEIGHBORHOODS	5211	WIN - ADMINISTRATION	175 E 2nd St, 14th floor Tulsa, OK 74103
53	DEVELOPMENT SERVICES	5311	DEVELOPMENT SERV ADMIN	175 E 2nd St, 4th floor Tulsa, OK 74103
61	MAYOR'S OFFICE	6112	MAYOR	175 E 2nd St., Ste 15-94B Tulsa, OK 74103
62	CITY AUDITOR	6213	INTERNAL AUDITING	175 E 2nd St., 6th floor Tulsa, OK 74103
63	CITY COUNCIL	6312	CITY COUNCIL	175 E 2nd St., 4th floor Tulsa, OK 74103

Attachment C – Mail Volume and Stops

Estimated Mail Volume

Mail Type	Daily	Monthly	Annual
USPS Inbound/Outbound	250/600	5,000/12,000	60,000/144,000
Inter-Office	15	300	3,600
FedEx	7	140	1,680
UPS	7	140	1,680
TOTAL	879	17,580	210,960

Estimated Mail Stops

Service	Daily	Monthly	Annual
Mail Pickup / Delivery Outside City Hall	14	300	3,600