

Request for Proposal

TAC 829C

Professional Services for:

Print Services for various City Departments

NIGP Commodity Code(s):

966-18

RFP Schedule

| EVENT | DATE |
|---|---|
| RFP Issue Date | 02/07/2023 |
| Pre-Proposal Conference <i>Location Zoom/Teams link</i> | No Pre-Proposal Conference |
| Deadline for Questions <i>Submit to assigned buyer via email.</i> | 02/22/2023 <i>7 Days prior to RFP due date</i> |
| Proposal Due Date <i>Mail or deliver to City Clerk address. Proposals are open the day after the due date.</i> | 03/01/2023 |

If You have any questions or need additional information, contact the Assigned Buyer:

Darin Johnson | darinjohnson@cityoftulsa.org

*All questions should be emailed with the **TAC 829C** in the subject line.*

Submit proposals (sealed) to:

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



CITY OF
Tulsa
A New Kind of Energy™

I. OVERVIEW AND GOALS:

With this Request for Proposal (RFP), the City of Tulsa (City) is looking to secure printing services for various booklets, brochures, forms, registered printing, business cards, envelopes, and other printed items required by various departments of the City of Tulsa.

We enthusiastically look forward to receiving your proposal

II. TIMELINE:

The schedule below provides estimated dates for the RFP and contracting process. The City adjust this schedule as needed.

| EVENT | DATE |
|--|------------|
| RFP Issue Date | 02/07/2023 |
| Deadline for Questions | 02/22/2023 |
| PROPOSAL DUE DATE | 03/01/2023 |
| Begin proposal evaluations | 03/03/2023 |
| Interviews with respondents (If Needed) | 03/08/2023 |
| Notice of Award | 03/13/2023 |
| Negotiations with apparent successful respondent begin (If Needed) | 03/15/2023 |
| Execute contract (anticipated) | 03/13/2023 |
| Begin service delivery (anticipated) | 03/20/2023 |

III. SCOPE OF WORK:

To obtain printing services for various booklets, brochures, forms, registered printing, business cards, envelopes, and other printed items required by the various City departments.

The proposal **must** meet or exceed the following Specifications.

The City anticipates a need for the printing of various booklets, brochures, forms, registered printing, business cards, envelopes (listed in Exhibit A), and other printed materials. Respondents should include in their pricing for all pieces from Exhibit A that they can produce. Respondent shall also include in their proposal all charges, including, but not limited to: set-up, color separations, paper and freight charges. Respondent should submit its proposal based upon the same quality, paper weight and type, colors,

and text shown on the attached examples. For purpose of this proposal, assume that the City will provide digital files and text, by email, cd-rom or other electronic delivery.

REQUIREMENTS AND SERVICE DESCRIPTIONS

Respondent must provide clear and detailed responses to each item below. Indicate acceptance, exception or rejection for each requirement with additional comments for clarification of responses which take exception to or reject the requirements. The evaluation committee will evaluate answers to determine suitability.

ARTWORK: The City will provide digital art delivered as a press-ready PDF file by email or ftp. In cases where files are too large for electronic transfer, a CD-ROM or DVD-ROM will be provide to the Seller. Most of the City's layouts are produced using Abode CS products including InDesign, Photoshop in Microsoft Word or Publisher.

The Seller will provide a match print for four-color jobs and for black and white jobs. Electronic proofs will be accepted.

REPLACEMENT: Seller shall replace any product that fails to meet minimum standards at the Seller's expense, or a discount on the final price, if this option is deemed acceptable by the City. If the Seller does not replace the defective product in a timely manner, City may terminate the agreement with seller

QUALITY: The quality of printed materials will be rated according to usual, customary, and reasonable finished product, error free standard. Respondents ***are asked to submit two samples of their work showing the quality of printing, trimming, and color registration they can provide.***

REQUIREMENTS

1. Seller will provide comprehensive print services, including, but not limited to:
 - A. Layout, graphic design and review
 - B. Bindery services, including, but not limited to:
 - Collating
 - Hole drilling
 - Booklet/Pamphlet making
 - Padding
 - Stapling
 - Tape binding
 - Comb binding
 - Die cutting
 - Perfect bind
 - C. Printing black/white and color documents with the following specifications:
 - Spot color
 - Color matching
 - Double sided
 - Full bleed
 - Tight registration on 2-4 color work

D. Seller must be able to produce required jobs on all weights of paper from 20-pound bond to 110-pound index, including but not limited to;

- bond, gloss cover, coated and on any color available through standard retail or wholesale outlets.

2. Seller will accept jobs from all types of media, including, but not limited to, CD, jump/thumb drives, hard copy, and electronic.

3. Seller will provide a web-based job-submission tool that is accessible to all City employees who have access to the internet in order to submit print job requests electronically. The web submission tool must include the following functionality:

- Electronic job submission, regardless of the native format (MS Publisher, Adobe, Photoshop, etc.)
- Job preview for user prior to submission either on screen or in a print format.
- Have the ability to produce a hardcopy proof for approval by the customer, prior to the final printing.
- E-mail notification to submitter that job has completed.
- Must provide a method to account for all printing jobs by department and user. Format should be in an electronic report, submitted monthly to coincide with the monthly invoice for service.
- The ability to allow electronic job status monitoring.
- All documents scanned and stored by bidder will be kept in accordance with local ordinances and State law

4. Seller must provide a link to the website, so that the evaluation committee can review it.

5. Seller will be able to produce finished documents from disparate native software applications with no change to the visual properties of the documents (color, margins or fonts). The finished documents must meet or exceed the resolution of the original.

6. Seller will pick up originals and deliver finished jobs to City's staff and other governmental agencies as requested. See Exhibit B for a list of some, but not all, possible delivery locations.

7. The City reserves the right to reject any jobs not meeting accuracy/quality standards as determined by the requesting party and requires the Seller to redo the job at no extra cost to the City.

8. Seller may be called upon to produce print jobs that may require special processing or handling, including, but not limited to, the following: special colors (ink), i.e. metallic, iridescent, fluorescent, translucent; special or odd size paper, i.e. 4 x 6, 6 x 9; heavy coverage; high saturation and folding of heavily coated stock. The Seller must provide this type of service on an as-needed basis.

9. Seller will provide contact information on the account representative assigned to the City and the customer service contact information for regular and emergency hours of operation.

10. The Seller will direct bill each individual department. See Exhibit B for a list of departments and sections.
11. Describe the method for disputing charges.
12. Describe what differentiates your organization from your competition.
13. Describe your process and timeframe required for responding to and implementing resource adjustments resulting from requests from departments for increases or decreases in services.
14. Include hard copy examples of your printing capabilities comparable to the jobs described in Exhibit A.
15. Describe your facility location(s) including address, accessibility and the services provided at each location.
16. Describe your capabilities and methods to direct bill individual City departments.
Include a sample invoice.

IV. INSURANCE :

Seller and its subcontractors must obtain at Seller's expense and keep in effect so long as City is purchasing Supplies or Services from Seller pursuant to this RFP, policies of insurance in the minimum amounts set forth below and Workers' Compensation and Employer's Liability insurance in the statutory limits required by law.

| | |
|---|--------------------|
| General Liability: personal injury and property damage, each occurrence | \$1,000,000.00 |
| Workers' Compensation | (Statutory limits) |
| | |
| | |
| | |

Seller's insurer must be authorized to transact business in the State of Oklahoma. Seller will have 10 Days after notification that its Bid was Accepted by the City to provide proof of coverage. The Certificate of Insurance must be completed with the following information:

- A. Your name
- B. Insurer's name and address
- C. Policy number
- D. Liability coverage and amounts
- E. Commencement and expiration dates
- F. Signature of authorized agent of insurer

Seller shall not cause any required insurance policy to be cancelled nor permit it to lapse. Failure of the Seller to comply with the insurance requirements may be deemed a breach of the contract.

V. INSTRUCTIONS FOR SUBMITTING A PROPOSAL:

- A.** Proposals must be received by **5:00 p.m. on Wednesday, March 1st, 2023, Central Daylight Time**. Please place proposals in a sealed envelope or box clearly labeled “TAC829C, **Print Services for multiple City Departments**”. **Proposals received late will be returned unopened.**

- B.** Proposals shall be delivered and sealed to:

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

- C.** All interested Respondents (Sellers) are required to register with the Buyer in order to receive updates, addenda or any additional information required. You can learn more about the registration process on the following website:
<https://www.cityoftulsa.org/government/departments/finance/selling-to-the-city/register-as-a-vendor/>.

The City is not responsible for any failure to register.

- D.** Inquiries or questions to the Buyer requesting clarification regarding the Request for Proposal must be made via e-mail and must be received prior to the end of the business day on **Wednesday, February 22nd, 2023**.

Darin Johnson Buyer
darinjohnson@cityoftulsa.org

Any questions regarding this RFP will be handled as promptly and as directly as possible. If a question requires only minor clarification of instructions or specifications, it will be handled via e-mail. If any question results in a substantive change or addition to the RFP, the change or addition will be forwarded to all registered Respondents as quickly as possible by addendum.

- E.** 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

VI. EVALUATION OF PROPOSALS:

The approval of the selected Respondent will be subject to the final determination of the City and will be contingent on the successful completion of a contract between the City and the selected Respondent(s).

All bids will be evaluated using the following criteria:

| Category | Total Points |
|--------------------------|--------------|
| Response to Requirements | 25 |
| Service Description | 25 |
| Price Evaluation | 50 |

The City of Tulsa also reserves the right to evaluate based on the full list of eligible criteria listed in [Title 6, Chapter 4](#) of the Tulsa Revised Ordinances (TRO): https://library.municode.com/ok/tulsa/codes/code_of_ordinances.

VII. MISCELLANEOUS

- A. The City expects to enter into a written Agreement (the "Agreement") with the chosen Respondent that shall incorporate this RFP and your proposal. Further, the Respondent will be bound to comply with the provisions set forth in this RFP. In addition to any terms and conditions included in this RFP, the City may include in the Agreement other terms and conditions as deemed necessary. Your response to this RFP will be considered part of the Agreement, if one is awarded to you.
- B. All data included in this RFP, as well as any attachments, are proprietary to the City of Tulsa.
- C. The 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.
- D. All Respondents shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination. They shall also comply with the Americans with Disabilities Act (ADA).
- E. 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.
- F. The City assumes no responsibility or liability for any costs you may incur in responding to this RFP, including attending meetings or contract negotiations.

- G.** 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 here: <https://libraries.ok.gov/law-legislative-reference/library-laws/statutes-open-records/>.

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

- H.** The City shall not infringe upon any intellectual property right of any Respondent but 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.

- I.** The City of Tulsa also notifies all Respondents that the City has the right to modify the RFP and the requirements herein, to request modified proposals from Respondents, and to negotiate with the selected Respondent on price and other contract terms, as necessary to meet the City's Objectives.

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RESPONDENT CHECKLIST

Use this checklist to ensure You have properly read and completed all documents listed below. This document (the RFP) contains all the following materials, which must be completed and returned to the City of Tulsa Clerk's Office. We recommend You include this checklist with your proposal.

Respondent's Name: _____

| RESPONDENT CHECKLIST | |
|--|-----------|
| RESPONDENT DOCUMENTS | INCLUDED? |
| Cover Letter | |
| Proposal Narrative | |
| Respondent Information Sheet (required form) | |
| EXHIBIT A - Price Sheet Summary (required form) | |
| Affidavit (Non-Collusion and Interest) (required form) | |
| Acknowledgement of Receipt of Addenda / Amendments | |
| Additional Information (Optional) | |

Please Return Entire RFP Packet

RESPONDENT INFORMATION SHEET

Respondent's Legal Name: _____

(Must be Respondent's company name as reflected on its organizational documents, filed with the state in which Respondent is organized)

State of Organization: _____

Respondent's Type of Legal Entity: (check one)

- | | |
|--|--|
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Limited Liability Limited Partnership |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Other: _____ |

Respondent's Address: _____

Street

City

State

Zip Code

Respondent's Website Address: _____

Sales Contact:

Name: _____

Title/Position: _____

Street: _____

City: _____

State: _____

Phone: _____

Email: _____

Contact for Legal Notice:

Name: _____

Title/Position: _____

Street: _____

City: _____

State: _____

Phone: _____

Email: _____

How did you learn about this business opportunity with the City of Tulsa?

- ☐ Email from Assigned Buyer
- ☐ City of Tulsa Website
- ☐ Tulsa World posting
- ☐ Purchasing search engine
- ☐ Industry colleague
- ☐ Other: [Click or tap here to enter text.](#)

EXHIBIT A
Price Sheet Summary

Respondent's Legal Name: _____

(Must be Respondent's company name as reflected on its organizational documents, filed with the state in which Respondent is organized)

1. 1 page - 4 Color Process - Printed 1 sided - No bleed - Letterhead City Seal Preprint

- 1 page (printed front only, no bleeds)
- 8.5 x 11
- Regular 24lb #1 bond: 25% rag content.
- Single sided
- 4 color process (CMYK)

Price: _____

2. 1 page - 1 color - Printed 2 Sided - No bleed -

- 1 page (printed front and back)
- 8.5 x 11
- 20lb Bond
- Black Ink

Price: _____

3. 1 page - 1 color - Printed 1 Sided - No bleed - Memorandum Preprint

- 1 page (printed front only, no bleeds)
- 8.5 x 11
- 24lb bond text
- Single sided

Price: _____

4. Envelopes – Color Preprint Return Address - City Seal Envelope Preprint

- 1 envelope (printed front only)
- 4 1/8 x 9.5 (#10) (no bleeds)
- Regular 24lb #1 bond: 25% rag content.
- Single sided
- 4 color process (CMYK)

Price: _____

5. Envelopes – B & W Return Address- Return Address Envelope

- 4 1/8 x 9.5 (#10 envelope)
- Regular Sub. 24 White Wove.
- Single sided
- Black ink

Price: _____

6. Multiple Page Form – Complex Print Job with Sequential Numbering

- 3 1/4" x 7 1/4" plus 7/16" top stub
- Part 1 – White, 15 lb. CB NCR paper
- White, 100 lb CF NCR card stock
- Printed front side only, green ink
- Consecutively number in red at bottom left corner

Price: _____

7. Booklet

- 52 pages, self-cover (printed 2 sided)
- 4 color with bleeds
- 100lb text gloss
- Full Color (CMYK)
- 8.5 x 5 1/2 - includes booklet fold with saddleback binding
- Trim and fold to finish size, saddleback binding
- No dyes, foils or varnishes

Price: _____

8. Booklet -

- 42 pages, self-cover (printed 2 sided)
- 4 color with bleeds
- 60lb text gloss
- Full Color (CMYK)
- 11 x 8 1/2 - includes booklet fold with saddleback binding
- Trim and fold to finish size, saddleback binding
- Bundled/shrink wrap in bundles of 25
- No dyes, foils or varnishes

Price: _____

Annual Price Adjustment. The prices bid for any Supplies and/or Services shall not increase during the initial term of the Agreement. However, if you anticipate that you will not be able to maintain firm prices for any renewal period, a change in price is allowed if the following conditions are met:

- a. The increase is limited to the change in the Consumer Price Index from BLS Table 1* (web link below) from the prior year or the following fixed percentage: _____ %.
- b. The City is notified, in writing (mail or email), no later than 30 Days before the initial agreement period or any renewal period ends. Failure to notify City may result in City denying any price increases.

*Web Link: <https://www.bls.gov/news.release/cpi.t01.htm>

By signing here, I affirm that these prices are my formal offer and agree to the inclusion of City of Tulsa's general contract terms and conditions as listed in Appendix A in any contract with the City of Tulsa.

Company Name: _____ Date: _____

Signature: _____

Name Printed: _____

Title: _____

Exhibit B

| Departments and Sections | | | | |
|---------------------------------|--------------------------|---------------|----------------------------|---|
| Dept. | Department Name | Center | Center Name | Billing Address |
| 005 | PARK AND RECREATION | 005011 | PARK-ADMINISTRATION | 175 E 2nd St, Ste 213A Tulsa, Ok 74103 |
| 009 | COMMUNICATIONS | 009254 | COMMUNICATIONS | 175 E 2nd St., 5th floor Tulsa, OK 74103 |
| 010 | OFFICE OF THE MAYOR | 010011 | MAYOR | 175 E 2nd St., Ste 15-94B Tulsa, OK 74103 |
| 012 | FINANCE | 012011 | FINANCE ADMINISTRATION | 175 E 2nd St., Ste 15-94C Tulsa, OK 74103 |
| 012 | FINANCE | 012029 | GRANTS ADMINISTRATION | 175 E 2nd St. 4th floor Tulsa, Ok 74103 |
| 012 | FINANCE | 012032 | TREASURY-AUDIT & COLLECT | 175 E 2nd St., Ste 15-94C Tulsa, OK 74103 |
| 012 | FINANCE | 012087 | UTILITIES ADMINISTRATION | 175 E 2nd St., Ste 15-94C Tulsa, OK 74103 |
| 014 | HUMAN RIGHTS | 014011 | ADMINISTRATION SERVICES | 175 E 2nd St, Ste 06-118M Tulsa, Ok 74103 |
| 015 | LEGAL | 015051 | ADVICE AND SUPPORT | 175 E 2nd St, 6th floor Tulsa, OK 74103 |
| 017 | HUMAN RESOURCES | 017011 | ADMINISTRATION | 175 E 2nd St, 5th floor Tulsa, OK 74103 |
| 018 | MUNICIPAL COURT | 018011 | ADMINISTRATION | 600 Civic Center, Ste 302C Tulsa, OK 74103 |
| 020 | WORKING IN NEIGHBORHOODS | 020011 | WIN - ADMINISTRATION | 175 E 2nd St, 5th floor Tulsa, OK 74103 |
| 028 | PERFORMING ARTS CENTER | 028032 | STAGE & TECH. SERVICES | 110 E 2nd St. Tulsa, OK 74103 |
| 031 | POLICE | 031011 | ADMIN - HEADQUARTERS (HQ) | 600 Civic Center, Ste 300 Tulsa, OK 74103 |
| 031 | POLICE | 031050 | 911 CENTER | 801 E Oklahoma Pl. Tulsa, OK 74106 |
| 032 | FIRE | 032011 | EXECUTIVE - ADMINISTRATION | 1760 Newblock Dr. Tulsa, OK 74127 |
| 034 | INFORMATION TECHNOLOGY | 034011 | RESOURCE MANAGEMENT | 175 E 2nd St., 6th floor Tulsa, OK 74103 |
| 040 | ENGINEERING SERVICES | 040511 | ADMIN.- DEPUTY DIRECTOR | 2317 S Jackson, Tulsa, OK 74127 |
| 041 | PLANNING & DEVELOPMENT | 041811 | DEVELOPMENT SERV ADMIN | 175 E 2nd St, 4th floor Tulsa, OK 74103 |

| | | | | |
|-----|-------------------------|--------|-----------------------------|--|
| 042 | CUSTOMER CARE | 042261 | UTILITIES ADMINISTRATION | 175 E 2nd St, 5th floor Tulsa, OK 74103 |
| 043 | WATER & SEWER | 043611 | W&S-ADMIN SERVICES | 175 E 2nd St., 8th floor Tulsa, OK 74103 |
| 044 | STREETS & STORMWATER | 044711 | S & S - ADMINISTRATION | 175 E 2nd St., 8th Floor Tulsa, OK 74103 |

| Dept. | Department Name | Center | Center Name | Billing Address |
|-------|-------------------------|--------|------------------------------|---|
| 053 | EQUIPMENT MANAGEMENT | 053033 | EMD ADMIN SERV- DATA SUPP | 490 W 23rd St. Tulsa, OK 74127 |
| 053 | ASSET MANAGEMENT | 053061 | SECURITY | 3600 Mohawk Blvd. Tulsa, OK 74115 |
| 060 | CITY AUDITOR | 060021 | INTERNAL AUDITING | 175 E 2nd St., 6th floor Tulsa, OK 74103 |
| 070 | CITY COUNCIL | 070011 | CITY COUNCIL | 175 E 2nd St., 4th floor Tulsa, OK 74103 |

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AFFIDAVIT
NON-COLLUSION AND INTEREST

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 proposal 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 respond at a fixed price or to refrain from responding,
 - b. to any collusion with any municipal official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between Bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract.
4. No officer or employee of the City of Tulsa either directly or indirectly owns a five percent (5%) interest or more in the Bidders business or such a percentage that constitutes a controlling interest. Affiant further states that the following officers and/or employees of the City of Tulsa own an interest in the Bidders 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: _____

The Affidavit must be signed by an authorized agent and notarized

APPENDIX A – City of Tulsa General Contract Terms

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

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

the Status Verification System. The Status Verification System is defined in 25 O.S. Sec. 1313 and includes, but is not limited to, the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify.

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

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:

PACKING LABEL

FROM: [Name]

[Respondent's legal name]

[Street Address]

[City, State, Zip Code]

City of Tulsa - City Clerk's Office

175 East 2nd Street, Suite 260

Tulsa, OK, 7410

Respondent Submission For:

RFP/TAC 829C

RFP DESCRIPTION: Print Services for Finance Department

This label ensures that Your proposal will be sent to the correct office (City Clerk's) and that it is associated with the correct Solicitation (indicated by the RFP number).

Proposals must be sealed and either mailed or delivered to the City Clerk's Office.

Proposals must also be received no later than 5:00 PM (CST) on date listed on the first page of the RFP.