Request for

Competitive Sealed Proposal

TAC186G Multi-Function Device Rental Services

Department: Information Technology

NIGP Commodity Code(s): 600-72, 985-58

CSP Schedule

EVENT	DATE
CSP Issue Date	11/06/2026
Pre-Proposal Conference *Virtual – email buyer for invitation*	11/18/2026 at 9:00 am
Deadline for Questions *Submit to assigned buyer via email.*	11/30/2026 *10 Days prior to CSP due date*
Proposal Due Date *Mail or deliver to City Clerk address. Proposals are opened the day after the due date.*	12/09/2026

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

Samantha J. Toothaker, Senior Buyer | stoothaker@cityoftulsa.org
*All questions should be emailed with **CSP TAC 186G** on the subject line.*

Submit proposals (sealed) to:
Deputy City Clerk
City of Tulsa
175 E. 2ND St.
Suite 260
Tulsa, OK 74103

CITY OF Tulsa
A New Kind of Energy

I. STATEMENT OF PURPOSE

With this Competitive Sealed Proposal (CSP) request, the City of Tulsa (City) is seeking to secure services to provide for the monthly rental of multi-function digital print/fax/scan/copy devices (MFD's) to include ongoing maintenance and support services that will equip the majority of City facilities at multiple sites throughout the City of Tulsa and other locations within Tulsa County.

We look forward to receiving your proposal.

II. INSTRUCTIONS FOR SUBMITTING A PROPOSAL

A. General Requirements

1. The proposal **must** be received by **5:00 p.m. on the Proposal Due Date (see first page).** Proposals must be sealed in an envelope or box clearly labeled: **"TAC 186G Multi-Function Device Rental Services".** You may use the label provided at the end of this document.

   Proposals arriving late will be returned unopened.

2. Each interested Respondent should submit:

   a. One (1) unbound original proposal.
   b. One (1) bound copy of the proposal.
   c. One (1) electronic copy on a USB drive.

3. Sealed Proposals must be delivered to:

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

4. All interested Respondents are required to register with the assigned 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.

5. Inquiries to the assigned Buyer requesting clarification regarding this CSP request or the content herein must be made via e-mail and must be received at least **10 Days prior to the Proposal Due Date**.

   Samantha J. Toothaker, Senior Buyer
   stoothaker@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 e-mail, 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.

6. Any contact with City Employees or Officials, other than the assigned Buyer, for or about this solicitation will disqualify Your Proposal and it shall be deemed non-responsive.

7. 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.

8. Pre-Proposal Conference: If a pre-Proposal conference is required, see the first page for time and location.

Attendance Requirement
☐ Attendance at the Pre-Bid Conference is required to submit a Bid.
☒ Attendance is not required to submit a Bid.

9. Data Rider (Exhibit B): If the box is checked "Yes," the Data Rider is required.

Yes: ☒ No: ☐

10. Insurance: (Exhibit C): If the box is checked "Yes," Insurance Requirements as set forth in Exhibit C is required

Yes: ☒ No: ☐

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

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

B. General Notifications

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. SCOPE OF WORK

A. Technical Requirements

1. The business needs of each City location will determine the final configuration of each MFD.

2. All equipment shall be newly manufactured with no used or refurbished parts.

3. The Respondent shall provide Original Equipment Manufacturer (OEM) specification sheets listing all accessories, features, functions and technical requirements of each model offered.

4. All Multi-function digital print/fax/scan/copy Devices (MFD's) as delivered shall be;

   a. capable of producing double-sided prints/copies.

   b. capable of automatic lightness and darkness control with additional manual control.

   c. capable of printing on stock ranging from 16 lb. bond to 110 lb. index, on sizes letter (8 ½" x 11"), legal (8 ½" x 14") and ledger (11"x17").

   d. provide secure access for users by PIN code and /or mailbox.

e. network ready by integrated Ethernet TCP/IP protocol interface.

f. capable of enlarging and reducing documents.

g. capable of sending scanned documents by fax and email and have the ability to control all scanning from the device or the user's desktop.

h. capable of scanning multiple and single page documents from single- and double-sided sheets in multiple formats including PDF and include the ability to selectively name documents and provide authentication.

i. capable of transmitting monthly meter readings and service calls electronically to the Seller's billing department and service department respectively.

j. capable of programmable cost center/accounting meters, with a minimum of 20 separate cost centers/meters. Respondent to specify the number of digits or characters accommodated per accounting code.

5. Selected multi-function digital print/fax/scan/copy devices (MFD's) which will have additional features shall be;

a. capable of color printing.

b. capable of single or multi-position stapling.

c. capable of emailing.

d. capable of secure watermarking.

e. capable of printing barcodes.

f. capable of communicating/attaching via Bluetooth and/or wireless LAN.

g. equipped with four (4) paper source magazines.

h. equipped with a large capacity paper source.

i. equipped with large capacity document feeder.

j. equipped with hole punch.

k. equipped with jogger unit.

l. equipped with expanded or increased memory.

B. Maintenance Support Requirements

1. If the OEM will not be the direct servicing entity, the OEM must provide a statement of support to commit all necessary products, services and resources to the designated authorized Seller(s) in order to fulfill the terms and conditions of the agreement.

2. Seller shall provide all parts, labor and supplies (except paper).

3. Seller shall provide an unlimited supply of OEM toner. No substitutes will be accepted.

4. Seller shall provide disposal of and recycling of all service parts.

5. Seller shall bear all material, parts and labor costs for repair and maintenance of equipment and defect and failure.
6. Seller shall provide training of City personnel upon equipment installation at no cost.

7. Seller shall provide a Service Level Agreement (SLA) specific to the needs of the City of Tulsa that includes but is not limited to the following.

   a. Seller shall replace unit(s) which do not perform to the manufacturer's specifications, with a new unit(s) of the same model or equivalent.

   b. Seller shall provide a telephone support number for placing service calls, which will be available Monday through Friday, 9:00 AM to 5:00 PM, excluding City recognized holidays.

   c. Seller shall provide a telephone support number for placing service calls at any time of day on any day and respond to a request for maintenance within one (1) hour.

   d. Seller shall perform maintenance and repair within four (4) hours of request for service. The allowable downtime for any one piece of equipment shall be no greater than forty-eight (48) hours.

   e. Seller shall maintain a minimum average rate of 95% uptime per multi-function device per calendar quarter. The average uptime rate is based upon the number of business days per calendar quarter, excluding City recognized holidays.

   f. The Seller shall replace any poor-performing or problematic MFDs with new or equivalent equipment that meets the manufacturer's original specifications and satisfies the City's performance standards.

   g. Respondent shall provide a "loaner" machine for any equipment which cannot be repaired and restored to normal operating service within five (5) days.

C. Network Technical Requirements

1. The networked MFD will be connected to the City's network through an integrated Ethernet TCP/IP protocol interface.

2. The Seller shall specify all electrical requirements, including the necessity for special electrical receptacles, dedicated lines, etc. Each device shall meet the OEM's recommendations for electrical surge protection.

D. Rental Requirements

1. Respondent shall submit rental documents (if required for the Respondent's purposes) for legal review as part of the proposal packet.

2. Respondent shall disclose the leasing partner funding the equipment.

3. Rental and maintenance agreement term length shall be a 12-month period. Billing is expected to occur monthly by MFD with separate billing by department.

4. The City of Tulsa will have the option to add or remove devices throughout the agreement period. This includes temporary placement that will require additional units for short periods throughout the year. Any devices not needed may be cancelled with a two (2) day notice. The agreement for all additional devices and accessories added during the agreement period will expire at the same time as the original agreement. Vendor will install requested additional units within ten (10) working days.

IV. DELIVERABLES

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

A. Seller shall provide by annual rental/maintenance support agreement quantities of Multi-function digital print/fax/scan/copy Devices (MFDs) in several capacities and configurations of options to the City at individual rates which includes all user support, service, parts and supplies (except paper). The agreement shall cover all delivery of goods and services to all City locations at point of need. These devices are placed throughout the City and in outlying locations. Appendix A - Locations identifies the locations of current devices and which of those locations require 24 hours, 7 days a week service. As the needs of the City change, devices and locations shall be added, deleted, and/or additional accessories added.

B. Preventative Maintenance Schedules planned and completed according to manufacturers' recommended service schedules with exclusive use of OEM parts and supplies.

C. Placement, Replacement, and Upgrades. Placements and upgrades of MDFs, during the initial and first renewal 12-month periods of the agreement, must be new equipment. Placements and upgrades of MDFs, during the balance of renewal periods, may consist of refurbished or used equipment. However, replacement MDFs must be of the same model that was originally installed or newer and meet all specifications and service criteria. Upgrades of MDFs must be supported by need and have City approval.

D. Automatic generation and delivery of periodic usage reports by relevant details which include but are not limited to count of images/pages, by user/department, color/black and white.

E. Remote monitoring by your proposed management software and transmission of monthly meter readings including for devices programed with separate cost centers/meters, and service calls electronically to the Seller's billing department and service department respectively. The capabilities of this management software must be detailed in your response.

V. RESPONDENT AND PROPOSAL REQUIREMENTS

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

A. Extended totals from Seller's TAC 186G Worksheet must also be filled in on Seller's Exhibit A Pricing Total Cost Summary table. Failure to do so may cause Seller's Bid to be deemed non-responsive.

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 three (3) previous projects that Respondent (and any others proposed as part of Respondent's team) has completed for organizations of similar size and complexity. Provide contact names and telephone numbers of references from these organizations.

D. Provide an initial deployment schedule that identifies the work associated with each major stage and the length of time in hours, days and or weeks, necessary for the stage to be completed.

E. 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.

F. 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.

G. A completed Respondent Questionnaire.

H. A fully completed TAC 186G Worksheet in electronic form must be submitted. Pricing must be provided for all the models and accessories listed, or pricing and specifications for acceptable equivalent models must be entered in the space provided which meet or exceed specifications for all the listed models.

I. OEM Specification sheets for each model offered.

J. Rental documents (if required for the Respondent's purposes) for legal review as part of the proposal packet.

VI. RESPONDENT QUESTIONNAIRE

A. Describe your company.

1. How long has your company been in business?
2. How many local employees?
3. How many are local technicians? (Tulsa area only.)
4. What is the average tenure?
5. What products does your company represent?
6. What experience or qualifications does it possess?
7. Where are your offices located?

B. Describe how a service call is placed, received and tracked until completion.

   1. Does it differ if the call is placed after 5:00?

   2. What is your current hourly service rate?
   3. How will we know when the service call is complete?

C. What happens when one of our machines goes out of service?

D. How often does your company perform preventive maintenance on our machines?

E. What is your average response time for service and how is the measurement determined?

F. Please provide us with a sample invoice and explain its benefit.

G. Describe your training capabilities including;

   1. The amount of training provided at no cost to the City of Tulsa,

   2. how user training is accomplished,

   3. how administrative training is accomplished,

   4. how training for use of management tools described herein is accomplished.

H. Provide a list of all serverless print management platforms your offered machines are fully compatible with.

I. Other details about your offer or organization which would clearly show that your company is the superior Respondent.

VII. EVALUATION OF PROPOSALS

A panel consisting of not less than three City of Tulsa employees will evaluate proposals. Final selection shall be the sole determination of the City, and if a selection is made it will be to the Respondent whose proposal is determined to be in the best interests of the City. The approval of the selected Respondent will be subject to the final determination of the City and will be contingent on the successful completion of a contract between the City and the selected Respondent(s).

Description	Points
Capability, Experience and Qualifications	30
Responses to Requirements and Questions	30
Cost	30
References	10
TOTAL POINTS POSSIBLE	100

VIII. TIME FRAME FOR REVIEW

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.

IX. 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:

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

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

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

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

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

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

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

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

I. 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,

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

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

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

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

X. MISCELLANEOUS

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.

F. 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.

The City will not be responsible for damage or loss of the bidder's equipment/MFDs due to theft, flood, vandalism, fire, power surges, etc.

G. The City reserves the right to accept new or reconditioned MFDs; acceptance is at the discretion of City's IT management.

H. Authorized Agent

Several parts of the Bid (Affidavits, Purchase Agreement) must be signed by an **"Authorized Agent."** An Authorized Agent means an agent who is legally authorized to bind the Seller under the law of the state in which the Seller is legally organized. For instance, under Oklahoma law, the Authorized Agent for each of the following types of entities is as stated below:

- **Corporations** – the president, board chair or board vice chair (or the vice president if the corporation was formed in Oklahoma) can sign; others can sign if they have and provide the City with (i) a corporate resolution giving them authority to bind the Seller, and (ii) a recent certificate of secretary indicating the authority is still valid and was in full force and effect on the date of the signature.
- **General Partnerships** – any partner can sign to bind all partners.
- **Limited Partnerships** – the general partner must sign.
- **Individuals** – no additional authorization is required, but signatures must be witnessed and notarized.

- **Sole Proprietorship** – the owner can sign. Any other person can sign if s/he provides a recent Power of Attorney, signed by the owner, authorizing him/her to bind the sole proprietorship.
- **Limited Liability Company (LLC)** – any manager of the LLC elected by the members of the LLC, or any member signing as manager of the LLC. All other signers will need a Consent of Members signed by all the Members of the LLC authorizing their signature on or up to 30 days before the date of their signature.

Entities organized in states other than Oklahoma must follow the law of the state in which they are organized. Sample text of a Certificate of Secretary form and Consent of Members form can be found here.

APPENDIX A – LOCATIONS

Location	24-hour, 7-day Service Required	Location	24-hour, 7-day Service Required
61 N Utica Avenue		3443 S Mingo Road	
102 E 18th Street		3520 N Peoria Avenue	
106 W Archer Street		3600 E Mohawk Blvd	
108 N Trenton Avenue		3602 S Lewis Avenue	
151 W 36th Street N		4009 S Pittsburg Avenue	
175 E 2nd Street		4015 N Harvard Avenue	
300 N Denver Avenue	**Yes**	4122 E Mohawk Blvd	
345 S 41st W Avenue		4168 E Admiral Place	
450 W 23rd Street	**Yes**	4233 S Yukon Avenue	
470 W 23rd Street		4235 N 93rd East Avenue	
480 W 23rd Street		4348 E 51st Street	
490 W 23rd Street		4502 S Galveston	**Yes**
508 E Pine Street		4508 Mohawk Blvd	
509 E 56th Street N	**Yes**	4606 E 31st Street	
524 W 12th Street		4802 S Peoria Avenue	
524 W Edison Street		4818 S Elwood Avenue	
600 Civic Center	**Yes**	4944 S 83rd E Avenue	
801 E Oklahoma Street	**Yes**	5300 S Elwood Avenue	
1028 E 6th Street		5605 S Garnett Road	
1111 W 17th Street		5628 N 105th East Avenue	
1211 W 36th Street N		5665 N 105th East Avenue	
1351 N Sheridan Road		5669 S Garnett Road	
1420 Charles Page Blvd		5675 S Garnett Road	**Yes**
1638 S Main Street		5963 E 13th Street	
1710 Charles Page Blvd		6010 E 91st Street	
1712 Charles Page Blvd		6066 E 66th Street N	
1720 Newblock Park Drive		6700 Mohawk Blvd	
1760 Newblock Park Drive		7212 S Union Avenue	
2100 N 145th E Avenue		7303 E 15th Street	
2134 N Madison Place		7310 E 71st Street	
2317 S Jackson Avenue		7419 E 42nd Place	
2404 W 51st Street		7429 S Lewis Avenue	
2412 N Harvard Avenue		7515 Riverside Parkway	**Yes**
2445 S Jackson Avenue		7777 E Apache Street	
2601 N Highway 167		9319 E 42nd Street N	
2819 N New Haven Avenue		9827 E 59th Street	
2829 S Sheridan Road		10122 E 11th Street	**Yes**
3002 N Mingo Road		10926 E Cameron Street	
3005 E 15th Street		11211 S Yale Avenue	
3031 N Erie Avenue		11602 E 151st Street S	
3123 W 40th Street		11707 E 31st Street	
3411 N Columbia Avenue		12222 E 48th Street	**Yes**
3436 N Delaware Avenue	**Yes**	14333 E 11th Street	
		18707 E 21st Street	

APPENDIX B – DEVICE LIST

This example inventory list of 253 units may not be current and does not imply a minimum amount of business.

Manufacturer/ Model	Quantity
Toshiba / ES2018A	39
Toshiba / ES2515AC	97
Toshiba / ES2518A	3
Toshiba / ES2525AC	11
Toshiba / ES2528A	4
Toshiba / ES3015AC	8
Toshiba / ES3018A	2
Toshiba / ES3515AC	18
Toshiba / ES3518A	3
Toshiba / ES3525AC	1
Toshiba / ES4515AC	24
Toshiba / ES4518A	2
Toshiba / ES4525AC	2
Toshiba / ES5015AC	8
Toshiba / ES5018A	2
Toshiba / ES5516AC	5
Toshiba / ES6516AC	7
Toshiba / ES6518A	1
Toshiba / ES6527AC	2
Toshiba / ES7516AC	6
Toshiba / ES7518A	1
Toshiba / ES7527AC	1
Toshiba / ES8518A	6
Ricoh / 8320S Pro	1

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)

☐ Sole Proprietorship
☐ Partnership
☐ Corporation
☐ Limited Liability Company
☐ Limited Partnership
☐ Limited Liability Partnership
☐ Limited Liability Limited Partnership
☐ 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: _____

EXHIBIT A
PRICE SHEET SUMMARY

1. Pricing. You agree to sell City the following Goods and/or Services according to the fixed prices shown below. You must state the total cost necessary to provide all Goods and/or Services, including all shipping F.O.B Tulsa,

If an item listed in the TAC 186G Worksheet is no longer available, then an acceptable equivalent may be suggested by the Seller, but specification sheets on the replacement product must be submitted with the Bid. The Seller will not be considered for award where the Seller offers a substitution for an item but fails to provide specifications for the proposed substitution.

Extended totals from Seller's TAC 186G Worksheet must also be filled in on Seller's Exhibit A Pricing Total Cost Summary table. Failure to do so may cause Seller's Bid to be deemed non-responsive.

Pricing:

Total Cost Summary From TAC 186G Worksheet Excel File	Extended Totals
Extended Annual Base Rental Cost Cell# AA34	**$**
Total Annual Accessories Cost Cell# AP34	**$**
Total Annual Impressions Cost Cell# AW34	**$**
Total Annual Cost Cell# AX34	**$**
Extended Annual Base Rental Cost – Heavy Duty Production Cell# AA44	**$**
Total Annual Accessories Cost – Heavy Duty Production Cell# AP44	**$**
Total Annual Impressions Cost – Heavy Duty Production Cell# AW44	**$**
Total Annual Cost – Heavy Duty Production Cell# AX44	**$**
TOTAL COST: (All costs must be included, or your Bid will be disqualified) Cells AX34 + AX44	**$ _____**

EXHIBIT B – DATA RIDER
REQUIREMENTS FOR THE PROTECTION OF THE CITY OF TULSA'S PROTECTED DATA

This "Rider" is added to and incorporated as part of the Agreement pursuant to (Bid#), between the City of Tulsa

("City") and _____("Seller").
(Seller's Legal Name)

Capitalized terms not defined in this Rider shall have the meaning provided in the Agreement. In the event of a conflict between the terms of this Rider and the Agreement, the terms of this Rider shall govern.

1. Acknowledgement of Confidential Nature of Information, Access and Applicable Law

Seller acknowledges that all data provided to Seller under the Agreement is confidential ("Protected Data), and may be subject to certain state and federal laws restricting use and disclosure of such data, including the Oklahoma Security Breach Notification Act; the Oklahoma Government Website Information Act (Section 3113.1); the Oklahoma Computer Crimes Act ; the CJIS Security Policy; the privacy and information security aspects of the Health Insurance Portability and Accountability Act and its implementing regulations (including without limitation 45 CFR Part 160 and Subparts A, C, and E of Part 164); and America's Water Infrastructure Act Section 2013. Seller agrees to comply, and require subcontractors to comply, with all applicable federal and state laws restricting the access, use and disclosure of Protected Data.

2. Prohibition on Unauthorized Use or Disclosure of Protected Data

Seller agrees to hold the City's Protected Data, and any information derived from such information, in strictest confidence. Seller shall not access, use or disclose Protected Data except as permitted or required by the Agreement or as otherwise authorized in writing by the City, or applicable laws. If required by a court of competent jurisdiction or an administrative body to disclose Protected Data, Seller will notify City in writing immediately upon receiving notice of such requirement and prior to any such disclosure, to give City an opportunity to oppose or otherwise respond to such disclosure (unless prohibited by law from doing so). If such opposition is unsuccessful, or if the City does not otherwise oppose or respond to the disclosure notice, Seller shall provide to the City a copy of any Protected Data disclosed contemporaneously with its disclosure. Any transmission, transportation or storage of Protected Data outside the United States is prohibited except on prior written authorization by the City.

Notwithstanding any other provisions of the Agreement, this Section B does not prohibit or limit Seller from any use or disclosure of any information that may be the same as any Protected Data but which Seller can demonstrate by documentary evidence was (i) properly obtained by Seller without access to, reference to or use of any Protected Data, and (ii) at all times maintained separately from and not in any way combined, commingled, compared, benchmarked or in any way associated with any Protected Data.

3. Safeguard Standard

With respect to the City's Protected Data, Seller shall comply in all respects reasonably pertinent to the Agreement with the Fair Information Practice Principles, as defined by the U.S. Federal Trade Commission. If collecting Protected Data electronically from individuals on behalf of the City, Seller shall utilize a privacy statement or notice in conformance with such principles.

Seller agrees to protect the privacy and security of Protected Data according to all applicable laws and regulations, by industry standard & commercially-acceptable standards, and no less rigorously than it protects its own confidential information, and will not place City, whether by act or omission, in violation of any privacy or security law known by Seller to be applicable to City. Seller shall implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality (authorized access), integrity and availability of the Protected Data. While Seller has responsibility for the Protected Data under the terms of this Agreement, Seller shall ensure that such security measures are regularly reviewed and revised to address evolving threats and vulnerabilities.

A. All facilities used to store and process Protected Data will employ commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Seller's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. Seller will not use or maintain any Protected Data on a laptop, hard drive, USB key, flash drive, removable memory card, smartphone, or other portable device or unit except only as approved by City and provided that immediately upon the need for such Protected Data ceasing, such Personal Data is immediately destroyed or erased.

B. At the request of the City, Seller will provide evidence that it has established and maintains technical and organizational security measures governing the processing of Protected Data appropriate to the processing and the nature of the Protected Data to be protected. In order to validate technical and organizational security measures, Seller will cooperate with the City's Seller Due Diligence Program, which includes a risk assessment, potentially supported by a questionnaire and/or a SOC 2 Type 2 (or equivalent) review, depending on risk level. In the event that the due diligence process results in recommended controls, Seller will implement agreed-upon controls in order to reduce residual risk to acceptable levels. Seller will promptly correct any deficiencies in the technical and organizational security measures identified by City to Seller.

C. Without limiting the foregoing, Seller warrants that all Protected Data will be encrypted in transmission (including via web interface) and remain encrypted at rest at no less than 256bit level encryption.

D. Seller will use industry standard and up-to-date security tools and technologies such as antivirus protections and Seller will not create or maintain data which are derivative of Protected Data except for the purpose of performing its obligations under the Agreement and this Rider and as authorized by City.

E. intrusion detection methods in providing Services under this Agreement.

F. Seller will not store or process Protected Data outside of data centers located in the United States unless authorized to do so in writing by City and such store or process complies with the applicable state, federal and international data protection laws, the Agreement and this Rider. City may revoke its authorization at any time.

G. Seller will not permit any officer, director, employee, agent, other representative, subsidiary, affiliate, independent contractor, or any other person or entity acting on behalf of Seller to process Protected Data unless such processing is in compliance with the Agreement and this Rider and is necessary in order to carry out Seller's obligations under the Agreement and this Rider;

H. Seller will establish a nightly process to provide the City with a full and updated copy of the Protected Data collected and stored on behalf of the City.

I. Seller will provide the City with a complete data dictionary document including, but not limited to: Table Names, Field Names, Field Types, Field Lengths, and Table Relationships which shall not be disclosed to any persons without a need to know. All materials provided should note the confidentiality of such information.

J. Seller will keep and maintain access logs, firewall logs, intrusion protection logs for a minimum of 180 days.

4. Return or Destruction of Protected Data

Within 30 days of the of the expiration or earlier termination of the Agreement, or when there is no longer any legitimate business need (as determined by City) to retain such Protected Data, or otherwise on the instruction of City, , Seller shall return the Protected Data to City in a format determined by City, unless the City requests in writing that such data be destroyed. This provision shall also apply to all Protected Data that is in the possession of subcontractors or agents of Seller. Such destruction shall be accomplished by "purging" or "physical destruction" in accordance with commercially reasonably standards for the type of data being destroyed (e.g., Guidelines for Media Sanitization, NIST SP 800-88). Seller shall certify in writing to the City that such return or destruction has been completed.

5. Sole Property of City

Protected Data will at all times remain the sole property of City, and nothing in this Rider will be interpreted as granting Seller any license or other right under any patent, copyright, trademark, trade secret, or other proprietary right to the Protected Data.

6. Breaches of Protected Data

For purposes of this section, the term "Breach," has the meaning given to it under the applicable state, federal law.

A. Reporting of Breach. Immediately upon discovery of a confirmed or suspected Breach, Seller shall report both orally and in writing to the City. In no event shall the report be made more than 24 hours after Seller knows or reasonably suspects a Breach has or may have occurred. In the event of a suspected Breach, Seller shall keep the City informed regularly of the progress of its investigation until the uncertainty is resolved.

Seller's report shall identify:

1. The nature of the unauthorized access, use or disclosure,
2. The Protected Data accessed, used or disclosed,
3. The person(s) who accessed, used and disclosed and/or received Protected or Private Information (if known),
4. What Seller has done or will do to mitigate any deleterious effect of the unauthorized access, use or disclosure, and
5. What corrective action Seller has taken or will take to prevent future unauthorized access, use or disclosure.
6. Seller shall provide such other information, including a written report, as reasonably requested by City.

B. Coordination of Breach Response Activities. In the event of a Breach, Seller will:

1. Immediately notify the State of Oklahoma and CISA upon learning of a possible breach.
2. Immediately preserve any potential forensic evidence relating to the Breach;
3. Promptly (within 2 business days) designate a contact person to whom the City will direct inquiries, and who will communicate Seller responses to City inquiries;
4. As rapidly as circumstances permit, apply appropriate resources to remedy the breach condition, investigate, document, restore City service(s) as directed by the City, and undertake appropriate response activities;
5. Provide status reports to the City on Breach response activities, either on a daily basis or a frequency approved by the City;
6. Coordinate all media, law enforcement, or other Breach notifications with the City in advance of such notification(s), unless expressly prohibited by law;
7. Make all reasonable efforts to assist and cooperate with the City in its Breach response efforts; and
8. Ensure that knowledgeable Seller staff are available on short notice, if needed, to participate in City-initiated meetings and/or conference calls regarding the Breach.

C. Costs Arising from Breach. In the event of a Breach by the Seller or its staff or subcontractors, Seller agrees to promptly reimburse all costs to the City arising from such Breach, including but not limited to costs of notification of individuals,

establishing and operating call center(s), credit monitoring and/or identity restoration services, time of City personnel responding to Breach, civil or criminal penalties levied against the City, attorney's fees, court costs, etc. Any Breach may be grounds for immediate termination of this Agreement by the City. Nothing in this paragraph limits any other remedies available to City.

D. Indemnify. Seller shall indemnify, defend and hold City harmless from and against all losses suffered or sustained by the City, and its employees, officers, representatives, or contractors, or by any third party or entity, caused by, resulting from, or attributable to Seller's breach or violation of any of the terms and conditions of this Rider. Seller's obligation to indemnify, defend, and hold City harmless shall survive termination or expiration of this Rider.

7. Examination of Records

City shall have access to and the right to examine any pertinent books, documents, papers, and records of Seller involving transactions and work related to this agreement until the expiration of five years after final payment hereunder. Seller shall retain project records for a period of five years from the date of final payment.

8. Assistance in Litigation or Administrative Proceedings

Seller shall make itself and any employees, subcontractors, or agents assisting Seller in the performance of its obligations under the Agreement available to City at no cost to City to testify as witnesses in the event of an unauthorized disclosure caused by Seller that results in litigation or administrative proceedings against City, its directors, officers, agents or employees based upon a claimed violation of laws relating to security, privacy or arising out of this agreement.

9. Insurance

Seller will maintain at all times during the term of this Agreement, at its own expense, cyber liability insurance with limits of no less than $1,000,000.00 for any one occurrence and $5,000,000.00 in annual aggregate.

10. Survival

The Seller shall maintain an industry standard disaster recovery program to reduce the potential effect of outages because of supporting data center outages. Any backup site used to store City Protected Data shall include the same information security and privacy controls as the primary data center(s).

11. Right to Audit

Seller agrees that, as required by applicable state and federal law, auditors from state, federal, the City, or other agencies so designated by the City, shall have the option to audit the outsourced service. Records pertaining to the service shall be made available to auditors and the City during normal working hours for this purpose.

For Seller

By: _____
Signature

Name: _____

Title: _____

Date: _____

EXHIBIT C
INSURANCE REQUIREMENTS

Respondent shall be the named insured under all policies with an authorized insurance company licensed to do business in Oklahoma and shall secure prior to the Effective Date of this Agreement and shall keep in force at all times during the term of this agreement the following insurance:

Commercial General Liability
Limits of at least:
$1,000,000 Per Occurrence
$2,000,000 General Aggregate
$1,000,000 Products – Completed Operations Aggregate

Automobile Liability
Must include owned, hired and non-owned autos.
Limits of at least:
$1,000,000 Combined Single Limit (CSL) Per Occurrence

Workers' Compensation
Limits of at least:
Statutory coverage for the state of Oklahoma

Umbrella / Excess Coverage and Professional Liability
Umbrella / Excess Limits of at least:
$2,000,000 Per Occurrence
$3,000,000 Aggregate

Technology Errors and Omissions (E&O)/Professional Liability
Limit of at least:
$1,000,000 Per Claim/Occurrence

Cyber Liability
Limit of at least:
$1,000,000 Per Occurrence
$5,000,000 General Aggregate

Respondent shall at all times during the term of this Agreement maintain workers' compensation insurance with an authorized insurance company licensed to do business in Oklahoma insuring its employees in amounts equal to or greater than required under law. Respondent will have 10 days after notification that its Bid was Accepted by the City to provide proof of coverage.

Respondent shall provide the City with current valid original certificates of insurance prior to commencement of this agreement and **annually prior to policy renewals** evidencing compliance with this Section. The Certificate of Insurance must be completed with the following information:

- Your name
- Insurer's name and address
- Policy number
- Liability coverage and amounts
- Commencement and expiration dates
- Signature of authorized agent of insurer
- Certificate Holder Information: City of Tulsa, 175 East 2nd St., Suite 260, Tulsa, OK 74103

Respondent shall provide the City with a minimum of thirty (30) days prior written notice of policy cancellations. It is solely the Seller's responsibility to provide notice to the City, should any required insurance be cancelled or non-renewed. Failure of the Seller to provide all insurance requirements, or to provide notice, shall not relieve the Seller of its obligation under this contract.

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS

I hereby acknowledge receipt of the following addenda or amendments, and I 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: _____

AFFIDAVIT

NON-COLLUSION, INTEREST, AND CLAIMANT

STATE OF _____)
) ss.
COUNTY OF_____)

I, _____, of lawful age, being first duly sworn, state that:
(Seller's Authorized Agent)

1. I am the Authorized Agent of Seller herein for the purposes of certifying facts pertaining to the existence of collusion between and among 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.

   _____

5. All invoices to be submitted pursuant to this agreement with the City of Tulsa will be true and correct.

6. That the work, services or material furnished will be completed or supplied in accordance with the plans, specifications, orders, requests or contract furnished or executed by the affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer or employee of the City of Tulsa or of any public trust where the City of Tulsa is a beneficiary, of money or any other thing of value to obtain payment of the invoice or procure the contract or purchase order pursuant to which an invoice is submitted. Affiant further certifies that (s)he has complied with all applicable laws regarding equal employment opportunity.

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.

EXHIBIT D
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:

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 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.

13. **Acknowledgment**. If Seller has 10 or more full-time employees during the term of the Agreement, and this Agreement has a value of one hundred thousand dollars ($100,000) or more, Seller hereby represents, warrants, and covenants to the City that, in accordance with and pursuant to 21 O.S. § 1289.31 (i) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (ii) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement.

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: _____

RESPONDENT CHECKLIST

Use this checklist to ensure You have properly read and completed all documents listed below. This document (the CSP) 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.

Proposer's Name: _____

RESPONDENT CHECKLIST	
RESPONDENT DOCUMENTS	**INCLUDED?**
Cover Letter	
Proposal Narrative (To include Requirements as listed on pages 4-10)	
Respondent Information Sheet **(required form)**	
Exhibit A Price Sheet Summary **(required form)**	
Exhibit B Data Rider (**required form**)	
Exhibit C Insurance Requirements	
Acknowledgement of Receipt of Addenda/Amendments **(required form)**	
Affidavit (Non-Collusion, Interest & Claimant) **(required form)**	
Exhibit D City of Tulsa General Contract Terms **(required form)**	
Certificate(s) of Insurance	
Signatory Authorization Documentation	
Additional Information – Specification Sheets by Model	
USB Flash Drive	

PACKING LABEL

Top Left-hand Corner

FROM: Name (Person submitting Bid)
Respondent Company's Legal Name
Street Address
City, State, Zip Code

FROM:

City of Tulsa - City Clerk's Office
175 East 2nd Street, Suite 260
Tulsa, OK, 74103

Respondent Submission For:
CSP TAC 186G
CSP DESCRIPTION: MULTI FUNCTION DEVICE RENTAL SERVICES

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 CSP 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 the date listed on the first page of the CSP.