



Request for Competitive Sealed Proposal

CSP# TAC- 1078

Professional Services for Personnel File Scanning Services

NIGP Commodity Code(s):
920-38-00-000-0 OPTICAL SCANNING SERVICES

Project Buyer:
Vanessa Komara
vkomara@cityoftulsa.org

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

Addendum #6 (Issued 03-22-17)

Please note the following changes which have been made for clarification to this Request for Proposal. This addendum must be listed as Addendum #6 on form titled **ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS**.

Changes/Clarifications/Questions:

Changes:

Price Sheet Summary Page

The value of 950,000 has been added to the "Estimated # Scanned Pages" fields for Offsite Scanning and Onsite Scanning.

Addendum #5 (Issued 03-14-17)

Please note the following changes which have been made for clarification to this Request for Proposal. This addendum must be listed as Addendum #5 on form titled **ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS**.

Changes/Clarifications/Questions:

Changes:

There have been substantial changes made to the following Sections in the Scope Of Work. Please take the time to read these sections.

CLARIFICATIONS:

1. There will be a **2nd Pre-Bid Conference on Monday, March 20th** at 10am. This Pre-Bid Conference is only opened to those Bidders that attended the 1st mandatory Pre-Bid Conference.

The purpose of this Pre-Bid Conference is to review the updated Bid Packet. While we feel this meeting is important for the Bidders to understand the technical requirements and the changes made to the Bid Packet, the meeting will not be mandatory

QUESTIONS:

1. Question: Would there be any preference to have the 26 sub types identified or only the 8 main categories? (Ex: Pay Change as main type but further classify as pay change – promotion, pay change – offer letter, etc).
Answer: Only the 8 main categories need to be categorized.
2. Question: What specific index fields do you want from the 8 categories and the 26 document types or is the same information going to be able to be extracted from all document types and categories?
Answer: We want the following index fields: Employee name, employee number and document type.
3. Question: Will there be multiple PDFs delivered for each document type? (Ex: All PPR's will have a different evaluation for each year and needs to have the year as part of the metadata.)
Answer: We will have one PDF for all of the different document types in each personnel file. (Ex: All PPR's will be scanned together as one PDF)
4. Question: Do you have a preference between the Microsoft spreadsheet or a pipe delimited file?
Answer: We prefer Microsoft spreadsheet
5. Question: Is the text searchable PDF preferred over Tiff?
Answer: Text searchable PDF is preferred
6. Question: Do documents need to be reassembled back into folders or can folders be removed?
Answer: The documents must be reassembled back into the folders.
7. Question: If a document is larger than 65 mb, how do you want the document separated?
Answer: There should not be any document that is larger than 65 mb.
8. Question: If the scanning is performed on site, could we get a live data connection to allow image processing, image clean up and data classification/indexing to be completed at our headquarters?
Answer: Yes, we would give access to our guest network
9. Question: Will there still be an inventory of records if work is performed onsite?
Answer: Yes, an inventory of records will be supplied. There was a file for Jane Doe, we have a file for Jane Doe scanned.

10. Question: Do employees working on site need any special clearance or security needs? Do you need to perform a background check outside of the one that is done when employees are hired into the company?

Answer: Yes, our City Security personnel will do background checks on each contract employee that will be working on site. Once the security check is performed, you will be required to wear a Security Badge.

11. Question: Other than 8.5 x 11 sized documents, what other sized documents do you have?

Answer: 3x 8 and 2x4

12. Question: Please tell us which best describes your document preparation required, A, B, or C?

A. Light preparation - is defined as having lightly fastened documents (less than 1 fastener every 20 pages); 99% bond paper, 99%+ letter size and less than 1% require repair or mounting to the carrier sheets. Less than 5 manual sorts. Less than 1% out-sort (non-scan documents).

B. Medium preparation - is defined as having moderately fastened documents (less than 1 fastener every 5 pages); 95% bond paper, remaining office type documents; 95%+ letter size and less than 1% require repair or mounting to the carrier sheets. Between 5 to 10 manual sorts. Less than 1% out-sort (non-scan documents).

C. Heavy preparation - is defined as having heavily fastened documents (more than 1 fastener every 5 pages) including documents contained in envelopes which require opening and extracting; 80% bond paper, remaining office type documents; 80%+ letter size and less than 2% require repair or mounting to carrier sheets.

Answer: B – Medium Preparation

13. Question: Do you want every document full text to have full OCR?

Answer: Yes, we want Full OCR

14. Question: When you say “Any personnel file can contain up to thirty or more different types of documents (evaluations, discipline, applications, pay information, employee identification etc.) Is this part of the searchable metadata you’re referring to?

Answer: Yes these documents are part of the searchable metadata

15. Question: When you say “Any personnel file can contain up to thirty or more different types of documents (evaluations, discipline, applications, pay information, employee identification etc.) If each of these types are not in separate named sub folders will these different types be easily identifiable?

Answer: Human Resources will categorize all documents in the active employees’ personnel files. Retirees’ files will not be categorized and should be scanned just as they are.

16. Question: Is the identifier on each different type of document in the same location on a page?

Answer: No, the identifier is not in the same location on each page

17. Question: Will Post-It Notes need to be scanned?

Answer: There should not be any Post-It Notes and if so, please do not scan them.

18. Question: Are there receipts or envelopes that need to be scanned? If so, are they loose, taped, or stapled down?

Answer: No there will not be any receipts or envelopes to scan

19. Question: Approximately how many staples are in each file? And can they be cut off?

Answer: We will do our best to remove all staples from the documents. If there are any staples remaining in the documents, they may be cut off.

20. Question: Will these documents be boxed in 15in or 24in boxes?

Answer: That still needs to be determined

21. Question: When you say “Depending on the projected time required to complete the project, records may not be released to the Vendor at one time; therefore, there may be a need for multiple pick-up and possibly multiple returns of records over the course of the project.” If done offsite is this statement due to you needing access to your documents?

Answer: Yes, we will need to have access to the personnel files at times. It is also conceivable that we won’t have all of the documents prepared at the time of pick-up.

22. Question: Referring to question #18 if you had all your documents at Vendors at one time how many document request would you say you would have on a daily or weekly basis?

Answer: It varies, but it is possible that we would need anywhere from 30 to 75 personnel files each week.

23. Question: Referring to question #19 if the Vendor could fulfil all your document request in a timely manner typically a 4 hour turnaround
would there still be a concern about having all your documents out at the same time?
Answer: No, not if all the files could be scanned in four hours.
24. Question: Do you have a loading doc?
Answer: No
25. Question: What would be the maximum number of files you would let go out in one shipment?
Answer: We would let three to four boxes go at a time.
26. Question: In section 2 under Confidentiality and Security of Information you mention AICPA SOC 2 Type II compliant. Also a copy of the SOC 2 Type II audit Report is required.
Answer: Yes this is correct.
27. Question: Are documents going to be delivered in pdf format? In Attachment A there's a mention to both TIFF and PDF formats. Which of these formats apply to the different deliverables or stages of the digitization process?
Answer: PDF
28. Question: Will the City of Tulsa accept this certification in lieu of SOC 2?
Answer: The City of Tulsa cannot control which part of the business a Bidder has audited, and because the SOC II most closely matches the standards required by the City, the SOC I audit should not be substitutable for the SOC II. The Vendor may be allowed to present further justification for why the City should consider the SOC I such as other mitigating or remediating evidence if the City finds that there are not sufficient bids that meet the standard. However, the burden should rest on the Bidder to show why their SOC I report should be considered substantial compliance with the SOC II requirement, meaning the Vendor prove their SOC I certification is of such a standard that it is in substance a SOC II certification, not an acceptance in lieu thereof. If that burden is met, other risk management considerations would need to be made, the extent of which would be determined after the Bidder has shown substantial compliance with the SOC II requirements.

Addendum #4 (Issued 02-21-17)

Please note the following changes which have been made for clarification to this Request for Proposal. This addendum must be listed as Addendum #4 on form titled **ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS**.

Changes/Clarifications/Questions:

CHANGES:

1. Please be advised that the Bid Opening Date has been extended. The new Bid Open Date is **March 29, 2017**.
2. The new deadline to submit questions about this CSP is **March 22, 2017**.

Addendum #3 (Issued 01-20-17)

Please note the following changes which have been made for clarification to this Request for Proposal. This addendum must be listed as Addendum #3 on form titled **ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS**.

Changes/Clarifications/Questions:

CHANGES:

1. Please be advised that the Bid Opening Date has been extended. The new Bid Open Date is **February 22, 2017**.
2. The new deadline to issue submit questions about this CSP is **February 1, 2017**
3. Added the "**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS**" page to the bid document.
4. The word "County" has been changed to "City" in the Record Security section of Confidentiality Security of Information..
5. City of Tulsa Document Types & Redacted Personnel File attachments have been added to the website.

Addendum #2 (Issued 01-04-17)

Please note the following changes which have been made for clarification to this Request for Proposal. This addendum must be listed as Addendum #2 on form titled **ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS**.

Changes/Clarifications/Questions:

CHANGES:

The Pre-Bid Conference is mandatory and attendance is required if you want to submit a Bid. For Bidders that wish to attend but are not physically able to come to City Hall, you may join the Pre-Bid Conference by using Go To Meeting.

1. Join from your computer, tablet, or smartphone by clicking the following link:
<https://global.gotomeeting.com/join/563739869>
2. Dial in using your phone by calling 646-749-3131.
The Access Code is 563-739-869

Addendum #1 (Issued 12-14-16)

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

Changes/Clarifications/Questions:

QUESTIONS:

1. Question: Can companies from outside of the United States (Ex: Canada, India etc.) apply for this?
Answer: No
2. Question: Will we need to come to City Hall for meetings?
Answer: Yes
3. Question: Can the tasks, as they are related to the Request for Proposal, be Performed outside of the United States?
Answer: No

4. Question: Can we submit proposals via email?
Answer: No. Proposals must be submitted in a sealed package to:
**Deputy City Clerk
City of Tulsa
175 E. 2nd St.
Suite 260
Tulsa, OK 74103**
5. Question: Will we be able to view a sample of the documents?
Answer: Yes. A sample of a personnel file will be provided at the mandatory Pre-bid meeting.
6. Question: If we scan the documents at your location, if you could provide information as to the space that would be made available to us?
Answer: The space made available will depend on what is needed for the equipment being used.
7. Question: If the tasks are performed on-site, what hours will we have access to the Work area?
Answer: 7:30 am - 6:00 pm Monday –Friday. You will not be able to run a 2nd shift.
8. Question: If the tasks are performed off-site, will the City of Tulsa personnel box the records?
Answer: Yes
9. Question: Will the City of Tulsa personnel palletize and shrink-wrap the boxes?
Answer: No, it will be the responsibility of the Bidder to transport the documents. The cost of transportation, if any, must be reflected in your is cost must be reflected in your final cost.
10. Question: Can pallets be shipped via commercial carrier?
Answer: Yes
11. Question: Can work be performed outside of the State of Oklahoma?
Answer: Yes, but we prefer that the work be done locally.
12. Question: Does the City of Tulsa prefer the project be completed in 1 year or less?
Answer: While we prefer that the project be completed in 1 year, we need for you to advise us of the time frame in the proposal.
13. Question: Do folders have ACCO binders, two metal pins, holding documents inside the folder?
Answer: Yes
14. Question: Are folders subdivided by tabs?
Answer: Some of the newer folders are subdivided by Categories but a vast majority of the personnel files are not.

15. Question: 6,000 files & 925,000 pages equals an average of 150+ files per employee. Is that correct?
Answer: Each personnel file can vary. Newer employees would have fewer files & older employees would have more files. There are roughly 3,500 active employee files and the range can vary from five document types per employee to all 26 document types. The retiree folders will not be categorized.
16. Question: Approximately how many pages for each Document Type?
Answer: As little as 1 page and as many as 20 pages.
17. Question: Approximately how many Document Types are in a typical file?
Answer: 20
18. Question: "Any personnel file can contain up to thirty or more different types of documents." Can you provide a list of the thirty potential Document Types?
Answer: They have been included in the Statement of Purpose.
19. Question: "The City will provide an inventory of all boxes/files as they are sent to the Vendor for scanning". Can you provide a sample of what will be included in this inventory?
Answer: A spreadsheet with the box number and a list of files in each box. We will provide the employee's complete name and employee number.
20. Question: "Documents in each personnel file shall be indexed into as many as 8 categories." Can you provide an example of these Categories?
Answer:
 1. Disciplines
 2. Applications
 3. PPR/Commendations
 4. Education
 5. Pay Changes
 6. Other Personnel Actions
 7. Identifications
 8. Misc. Forms

21. Question: Will you require First Name, Middle Name, or Middle Initial, Suffix, Date of an individual document?

Answer: Yes, First Name, Middle Initial, and Last Name as well as Employee Number.

Document Type	Employee First Name	Employee Last Name	Employee Number	Document Date	Other, Please Specify	Other, Please Specify	Other, Please Specify	Other, Please Specify
Discipline – Discipline Action Reports	X	X	X	X				
Identification – Driver License, Social Security Card, Passport, Birth Certificate, Employee Information Form	X	X	X					
Pay Changes: Audit Sheets, Promotions, Demotions, Affidavit, Pay Agreements, Offer Letter	X	X	X					
Planning & Performance Review: Planning & Performance Review, Commendations	X	X	X					
Education: Transcript, Training Certificates, Tuition Reimbursement, License/Certificates	X	X	X					
Applications: Original Application, Internal Applications	X	X	X					
Misc. Forms: Loyalty Oath, Sexual Harassment Oath, Receipt of Policies, Drug Pool Add/Delete, Commitment to Safety	X	X	X					
Other Personnel Actions: Later Position Changes, Shift Changes	X	X	X					

I. STATEMENT OF PURPOSE:

The City of Tulsa Human Resources Department has established a goal of being paperless by converting roughly 6,000 personnel files with an estimated 925,000+ paper documents to electronic documents. The contract provides document preparation, document scanning to include extracting searchable metadata (Full OCR), indexing to City specifications and image delivery. The finished product will be uploaded into Tyler Technology's TCM (Total Content Management) system. The records being scanned will be primarily personnel files of active City of Tulsa employees. The files contain confidential, personally identifiable information (PII). Additional files include active retiree files.

II. INSTRUCTIONS FOR SUBMITTING A PROPOSAL:

A. General Requirements

1. The proposal **must** be received by **5:00 p.m. on Wednesday, March 29, 2017 Central Standard Time**. Proposals must be sealed in an envelope or box clearly labeled **“CSP TAC - 1078 Personnel File Scanning 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 Project Buyer, Vanessa Komara, vkomara@cityoftulsa.org, in order to receive updates, addenda or any additional information required. The City is not responsible for any failure to register.
 4. Inquiries to the Buyer requesting clarification regarding this CSP request or the content herein must be made via e-mail to Vanessa Komara, vkomara@cityoftulsa.org, and must be received prior to the end of the business day on **March 22, 2017**.
- 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.
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.

B. Pre-Bid Conference

If a Pre-Bid Conference will be held for this CSP, information on that conference will be inserted below:

Dates: January 9, 2017 Time: 10AM

Location: City Hall
 175 E. 2nd St. (2nd & Cincinnati)
 14th Floor

X Attendance at the Pre-Bid Conference is required to submit a Bid.

2nd Pre-Bid Conference

Dates: March 20, 2017 Time: 10AM

**Location: City Hall
 175 E. 2nd St. (2nd & Cincinnati)
 10th Floor**

X Attendance at the March 20th Pre-Bid Conference is not required to submit a Bid.

C. 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. Offsite/Onsite Scanning.

Offsite Scanning

An estimated cost for performing the scanning offsite must be provided. The Vendor will store City files in a physically secure location or controlled area where access to the files is limited to only those involved in the project. The Vendor shall perform an inventory of the files upon receipt of the files and prior to return the files to the City.

Depending on the projected time required to complete the project, only three (3) to four (4) boxes of records will be released to the Vendor at one time; therefore, there may be a need for multiple pick-up and possibly multiple returns of records over the course of the project.

Onsite Scanning

Should the Vendor choose to work at the City’s location they will be given access to the City’s guest network. An inventory of records will be provided to the Vendor.

Vendor’s employees will be subject to a background check by the City of Tulsa’s Security. Once the security check is performed, all employees are required to a City of Tulsa security/identification badge.

B. Types of Categories & Document Types

Each file is identifiable by employee name, employee number, & document type. Any personnel file can contain up to thirty or more different types of documents. Examples of these files are as follows:

Categories	Subcategories
Discipline	Discipline Action Reports
Identification	Driver License
	Social Security Card
	Passport
	Birth Certificate
	Employee Information Form
Pay Changes	Audit Sheets
	Promotions
	Demotions
	Affidavit
	Pay Agreements
	Offer Letter
Planning & Performance Review	Planning & Performance Review
	Commendations
Education	Transcript
	Training Certificates
	Tuition Reimbursement
	License/Certificates
Applications	Original Application
	Internal Applications
Misc. Forms	Loyalty Oath
	Sexual Harassment Oath
	Receipt of Policies
	Drug Pool Add/Delete
	Commitment to Safety
Other Personnel Actions	Later Positions Changes
	Shift Changes

Files may include multi-paged, stapled, double-sided, and various sized documents although the majority of documents are letter-sized. The City will provide an inventory of all boxes/files as they are sent to the Vendor for scanning. The contract requires that images and a data file be presented.

C. File Formatting for Document Conversion

The following must be considered when preparing for document conversion:

- Document preparation will be handled by Human Resources. Staples, PostIt Notes, & paper clips will be removed. All documents in the active employee files will be placed in the appropriate categories. Therefore medium document preparation is expected from the Vendor.
- There will be one (1) PDF for the different document types in the personnel file. (Ex: All PPRs will be scanned together as one PDF)
- Document sizes are: 8.5 x 11, 3 x 8, and 2 x 4
- Documents must be reassembled back in to the folders when returned to the Human Resources Department
- While pipe delimited files will be accepted, Microsoft spreadsheets are preferred.
- Text searchable PDFs are required
- The Identifier is not in the same location on each page
- Every document returned must be must be Full OCR
- Files delivered to the Vendor are expected to be 65 MB or smaller
- All categories and subcategories must be part of the searchable metadata

D. Vendor Quality and Production Requirements. The following requirements will be taken into consideration to perform the scanning onsite and offsite:

- Vendor may perform "Document Preparation" as necessary to scan all files, which includes removing all staples, paperclips; straighten all folded papers and anything else that is required to make documents ready for processing.

- Each file and the associated documents will be scanned individually and each document within the personnel file will have a unique name which will include the employee number, last names, and information identifying the document as designated by the City. Documents in each personnel file shall be indexed into as many as 8 categories.

Document Type	Employee First Name	Employee Last Name	Employee Number	Document Date	Other, Please Specify	Other, Please Specify	Other, Please Specify	Other, Please Specify
Discipline – Discipline Action Reports	X	X	X	X				
Identification – Driver License, Social Security Card, Passport, Birth Certificate, Employee Information Form	X	X	X					
Pay Changes: Audit Sheets, Promotions, Demotions, Affidavit, Pay Agreements, Offer Letter	X	X	X					
Planning & Performance Review: Planning & Performance Review, Commendations	X	X	X					
Education: Transcript, Training Certificates, Tuition Reimbursement, License/Certificates	X	X	X					
Applications: Original Application, Internal Applications	X	X	X					
Misc. Forms: Loyalty Oath, Sexual Harassment Oath, Receipt of Policies, Drug Pool Add/Delete, Commitment to Safety	X	X	X					
Other Personnel Actions: Later Position Changes, Shift Changes	X	X	X					

- Scanned images should be in a format that meets the requirements as outlined in **Attachment A** for download into the City of Tulsa’s Tyler Technology’s TCM (total content management) system. A sample image set will be provided to the City to verify the convertibility of images into the Tyler system. The City will provide a hard drive to the Vendor for return of scanned
- Documents shall be rotated to provide maximum readability (e.g. letters shall be in proper orientation when document is displayed without rotation.
- Each scanned document shall have a unique set of metadata attached to it.
- Vendor shall not save any blank documents.

- Vendor shall perform consistency check on 20 % of the images delivered. This includes image clarity, orientation, and accuracy. Vendor shall perform a consistency check on all images delivered until a satisfactory confidence level is built. This includes image clarity, orientation, and accuracy of metadata pulled.
- Vendor shall report and discuss any problems with images that cannot be captured.
- Vendor shall return personnel files after scanning/conversion.
- Vendor will work with the City regarding importation of images and metadata into the City's system and will assist in resolving any issues that shall arise.
- Vendor will ensure safeguards are in place against theft, loss, and/or damage. Vendor will be held responsible for lost, stolen and/or damaged original documents.

E. Proposal Submittal Requirements

1. Briefly present the background of the organization – how many years in business with this name, description of services all services offered, number of employees, dollar volume of sales in 2014 and 2015 for this location, and any other information you deem pertinent to your proposal. Include resumes of Project Manager and other key employees that would be assigned to this work.
2. Describe the work plan you intend to use to accomplish the required scanning tasks indicated in this document including quality control measures. Clearly note any deviations/changes/or additions to the work descriptions that may have been overlooked or that help clarify the work tasks. Deviations that demonstrate a clear advantage or benefit to the City may receive special consideration. Present a flow chart of the process. Present a flow chart of the processes undertaken to complete scanning project tasks and estimated time necessary to complete the project.

3. Complete and submit requested references. Provide a list of (3) three references in which you performed similar projects including the scope of the project and services provided. For each of the three references, the following information must be included: Company Name, Address, Contact Name, Telephone Number, & Email Address.

Company Name _____

Address _____

Reference Contact _____

Telephone Number _____

Email address _____

Company Name _____

Address _____

Reference Contact _____

Telephone Number _____

Email address _____

Company Name _____

Address _____

Reference Contact _____

Telephone Number _____

Email address _____

4. The following questions should be fully responded to in the proposal:
- a. What experience do you have in providing onsite scanning services?
 - b. What is the name of your imaging/scanning product? How many years has it been available and what is the software version?
 - c. Will there be an additional charge for responding to requests for documents in your possession? What is the expected response time to receive an electronic copy and/or return of the requested file?
 - d. How is customer support handled within your organization?
 - e. How do you bill for your services, i.e. per page, flat fee? Include the following as part of the per-image or total cost:
 - 1) Document preparation
 - 2) Indexing to City-provided specifications
 - 3) Audit of the quantity of pages received, captured and returned
 - 4) Shipping/Document Transportation services
 - 5) Any variable costs associated with onsite vs. offsite scanning.
 - f. Provide a list of security measures your company follows to safeguard the information contained within your customer's documents, i.e. how often are your servers backed up.
 - g. How is confidentiality of scanned records and documents guaranteed to your clients? Provide a copy of your standard confidentiality agreement that would be executed between your company and The City of Tulsa and describe any and all internal controls in place between your company and employees/independent contractors that ensures confidentiality will be maintained by any person that will come into contact with records and documents.
 - h. Provide a description of your facility and security measures in place at the facility. The facility needs to be equipped with fire protection and suppression equipment. Describe how you plan to maintain security of the files while in your facility and throughout scanning.

- i. How would you adjust for color documents (i.e. Education transcripts) that if copied becomes unreadable? Please provide samples

1. **ADJUSTMENTS**

If during the course of performing its responsibilities under this agreement VENDOR encounters new changes it shall immediately notify the City of Tulsa and provide such detail as is necessary to identify and substantiate the changed conditions. Until such time as City of Tulsa and VENDOR agree in writing on adjustments to price, deliverables or schedules, VENDOR shall perform its obligations on the terms and pricing as already established by this agreement. Actual images scanned will differ from estimated images.

2. **CONFIDENTIALITY AND SECURITY OF INFORMATION**

Record Security

VENDOR shall keep all original City of Tulsa records and other information related thereto, including all back-up copies, regardless of the medium on which they are stored Confidential Information”), in secure facilities under VENDOR control at all times. VENDOR shall implement and observe such security measures as are necessary to insure that all City of Tulsa Confidential Information is secure from unauthorized access. Vendor must demonstrate how they will keep track of chain of custody.

All technology, hardware or software, real or virtual, hosted or otherwise, or technology service, which is used to scan, image, process, store, or transmit Confidential Information, or which may be connected to said technology (hereafter “Information Resources”), not utilized on or within City of Tulsa property or City controlled Information Resource networks, shall be AICPA SOC 2 Type II compliant. A copy of the SOC 2 Type II audit report covering all Information Resources subject to this agreement shall be provided to the City.

The City of Tulsa cannot control which part of the business a Bidder has audited, and because the SOC II most closely matches the standards required by the City of Tulsa, the SOC I audit should not be substitutable for the SOC II. The Vendor may be allowed to present further justification for why the City should consider the SOC I such as other mitigating or remediating evidence if the City finds that there are not sufficient bids that meet the standard. However, the burden should rest on the Bidder to show why their SOC I report should be considered substantial compliance with the SOC II requirement, meaning the

Vendor prove their SOC I certification is of such a standard that it is in substance a SOC II certification, not an acceptance in lieu thereof. If that burden is met, other risk management considerations would need to be made, the extent of which would be determined after the Bidder has shown substantial compliance with the SOC II requirements.

VENDOR shall notify City of Tulsa immediately of any actual or suspected breach of its security safeguards, even if City of Tulsa Confidential Information is not affected.

Once in possession of the files, the Vendor will store City files in a physically secure location or controlled area, where access to the files is limited to only those involved in the scanning project. The Vendor will provide a description of their facility and the security measures in place there. The facility needs to be equipped with fire protection and suppression equipment and climate controlled. This also includes appropriate security restrictions for computers and servers, which may contain any scanned images or information from the files. Those too need to be housed in a physically secure location or controlled area. In the proposal, the Vendor will lay out their processes for how they plan to maintain strict ownership of the files while in their facility and throughout.

Due to the sensitivity of Personnel files, bids from Bidders with offices located outside of the United States will not be accepted. The Vendor that wins the bid is prohibited to subcontract the work to any Third Party affiliate located outside of the United States.

Confidentiality

VENDOR acknowledges that all City of Tulsa Confidential Information is the exclusive property of, and nothing in this agreement or in any services to be performed by VENDOR gives VENDOR any ownership interest in, or rights to, City of Tulsa Confidential Information. VENDOR agrees to treat all City of Tulsa Confidential Information as confidential and to insure such information and data is kept confidential. VENDOR warrants that all employees have signed and will abide by a VENDOR confidentiality agreement. VENDOR shall not subcontract any work under this agreement without City of Tulsa prior express written consent. VENDOR shall notify City of Tulsa immediately of any actual or suspected unauthorized Vendor disclosure of City of Tulsa Confidential Information, or any breach of VENDOR rules or procedures regarding confidentiality, even if City of Tulsa Confidential Information is not affected. VENDOR CORPORATION will follow further confidentiality provisions as set forth in the mutually agreed upon Business Associate Agreement.

WARRANTIES; INDEMNITY; INSURANCE

Warranties

In addition to the warranties given elsewhere in this agreement, VENDOR warrants that all services provided for City of Tulsa shall be performed as outlined in VENDOR RESPONSIBILITIES Subsection VENDOR RESPONSIBILITIES of this agreement. All work will be performed by persons with sufficient skill and training to accomplish the tasks required of them. Unless this agreement states a different standard, all work shall be done in a good and workmanlike manner. Other than the warranties expressed in this agreement, VENDOR makes no other representations or warranties, expressed or implied, and all other representations, warranties, and conditions whether expressed or implied or statutory or otherwise, are hereby expressly excluded.

Indemnity

VENDOR shall defend, indemnify and hold City of Tulsa harmless from and against (i) any claim by third parties pertaining to the infringement of US copyrights, trademarks or patents arising out of City of Tulsa use of any of the VENDOR products, as authorized hereunder; (ii) any claim related to or arising out of any failure by VENDOR or its employees to adhere to VENDOR security and confidentiality obligations under this agreement or the unauthorized Vendor disclosure of Confidential Information; or (iii) any claim arising from VENDOR failure to make any City of Tulsa Confidential Information available as required under Section 6 Retrievals above.

Insurance

Throughout the period when VENDOR is performing its responsibilities under this agreement, and until project completion, VENDOR must carry and maintain Errors & Omissions Insurance and Valuable Documents Insurance coverage.

VENDOR shall provide City of Tulsa upon request with certificates evidencing all coverage required by this agreement.

REMEDIES

Remedies for Poor Image Quality

VENDOR'S responsibility to City of Tulsa shall be to promptly re-perform any imaging or indexing services not performed as required under sections in AGREEMENT. Work re-performed will be at no additional charge to City of Tulsa. VENDOR cannot be held responsible for poor quality images resulting from poor original document quality.

ATTACHMENT A

TCM Data and Image Conversion Specifications

Image Requirements

- Group IV compression
- TIFF format (tagged image file format) and compliant with the TIFF 6.0 specification as defined at
- 300 DPI
- Black and white
- Single-page TIFF images should be stored in .001-0NN (for the page numbers) extensions. Multi-page TIFF images should be stored in TIFF extensions
- PDF images with a .pdf extension
- Must be able to be read by OCR
- Images must be oriented correctly (right side) up
- Total attachment size can be no larger than 65mb. Own document type and employee number

Metadata File Formats

Acceptable Data Formats

- Pipe “|” delimited ASCII text file(s)
- Microsoft Excel Spreadsheet(s)

Tyler Technologies standard data conversion requires data to be provided in the approved file formats as listed below. The following applies to all files that are provided.

- Each document must exist as its own row and must not wrap to a second row
- The first row must be a header row, detailing what data will be contained within each column. The first character in the row should be a #
- Each row must contain the exact same number of columns/delimiters
- ASCII characters only, non-printable characters, or “packed” data fields are not allowed.

ASCII Pipe

Data may be provided as ASCII pipe delimited text files with variable length data separated by an “|” (“pipe”) or tab character. Variable length records contain fields that are only as wide as the data requires (there are no leading or trailing spaces between data in each field). Files should be sorted using the “.txt” file extension. Fields containing a Null value should have two adjacent pipe delimiter characters “||” representing the start of the current field and the start of the next field; it is not necessary to fill the

field with spaces. The first row much contain the header column information and each subsequent row representing one record of data

Microsoft Excel Worksheet:

Data may be provided as a Microsoft Excel Worksheet with one worksheet representing one conversion file. All conversion files may be stored in one Microsoft Excel file as separate worksheets in the same “.xls file extension. Worksheets cannot contain macros or data links. Each worksheet must adhere to the file specifications with the first row containing the header column information and each subsequent row representing one record of data

Special Characters-Metadata

Pipe (|) is used to separate fields. If there are other pipes in the data that are to remain, they must be escaped by a back slash (\|).

The comma (,) is used to separate multiple instances within a field. For example, this is often used in the Employee field to separate multiple names. If there are commas in the data that are to remain, they must be escaped by a back slash (\,).

Data Field Types

Date Formats

All date fields must be formatted into a recognizable date format. The am and pm are case sensitive and must be all lowercase. MM indicates that digits are used for the month (i.e. 12 is used for December). MMM indicates that the month’s abbreviation is spelled out in all upper-case letters (i.e. JAN, FEB, etc.).

Integer

Numeric characters (0-9) and optional leading sign indicator (+ or -). Positive sign is assumed if specific sign indicator is not present.

Decimal

Numeric characters (0-9) and optional leading sign indicator (+ or -), and decimal point indicator (.). Positive sign is assumed if specific sign indicator is not present. The decimal point is optional (assumes zeros to the right of decimal point).

Image links/Paths

Images Named by Document Number

Images can be named by Document Number, followed by the page number of the image as the extension.

Images Named by Something Other than Identifying Number

Semicolons are used to separate multiple pages that go to a single attachment.

Multi Page TIFF Images

Multi tiff images can also be used. All pages of the TIFF will be converted as the document's image. Multi page TIFF images should have a .tif extension.

Documents with Multiple Attachments

Commas are used to separate multiple attachments for the same document. Images could be stored in two different locations.

IV. TIME FRAME FOR REVIEW:

The expected time to evaluate proposals is 3 weeks, however, if presentations are requested from qualified Respondents that may extend this time.

V. GENERAL RESPONDENT AND PROPOSAL REQUIREMENTS

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

- A.** One (1) unbound original and Five (5) bound copies of the proposal plus one electronic (1) copy on CD, DVD, or 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 previous projects that Respondent's firm has conducted for organizations of similar size and complexity. Provide contact names and telephone numbers of references from these organizations.
- D.** Provide a project schedule, identifying beginning and ending dates of work, as well as project target dates.
- 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.

VI. EVALUATION OF PROPOSALS:

A panel consisting of not less than four (4) City of Tulsa employees will evaluate proposals. Selection shall be determined to be in the best interest of the City as evaluated by the City of Tulsa. The approval of the selected 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 successful Respondent.

The following general criteria will be used to evaluate proposals in this solicitation:

<u>Criteria</u>	<u>Maximum Points Possible</u>
Price Proposal	40
Understanding of Objectives and Scope	10
Compatibility, Facility Storage, Technical Resources, And Process Management	10
Experience and Expertise with public agencies and similar efforts	10
References	5
Standard Lead Time	5
Quality and completeness of proposal	10
Confidentiality and Security for information	10
TOTAL POSSIBLE POINTS	100

VII. 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.

VIII. MISCELLANEOUS

- A.** Your response to this CSP request and any subsequent correspondence related to this proposal process will be considered part of the contract, if one is awarded to you.
- B.** All data included in this 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, see the provisions of the City of Tulsa Open Records Policy, available via the following link:

<https://www.cityoftulsa.org/media/1680/openrecordsactpolicy.pdf>

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 REST OF THIS PAGE IS LEFT BLANK INTENTIONALLY

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS

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

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

Sign Here ► _____

Printed Name: _____

Title: _____

Date: _____

INTEREST AFFIDAVIT

STATE OF _____)

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-COLLUSION AFFIDAVIT

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

STATE OF _____)

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 Respondents 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 Proposal to which this statement is attached, and I have been personally and directly involved in the proceedings leading to the submission of such Proposal; and
- 3. Neither the Seller nor anyone subject to the Seller's direction or control has been a party:
 - a. to any collusion among Respondents in restraint of freedom of competition by agreement to Propose 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 Respondents and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

By: _____

Signature

Title: _____

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

Notary Public

My Commission Expires: _____

Notary Commission Number: _____

County & State Where Notarized: _____

The Affidavit must be signed by an authorized agent and notarized

AFFIDAVIT OF CLAIMANT

STATE OF _____)

COUNTY OF _____)

The undersigned person, of lawful age, being first duly sworn on oath, says that all invoices to be submitted pursuant to this agreement with the City of Tulsa will be true and correct. Affiant further states that the work, services or material furnished will be completed or supplied in accordance with the plans, specifications, orders, requests and/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.

Company: _____

Remit to
Address: _____

City, State
Zip: _____

Phone: _____

Name (print): _____

Signature: _____

Title: _____

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

Notary Public

My commission expires: _____

My commission number: _____

County and State where notarized: _____

**The Affidavit must be signed by an authorized agent and
notarized**

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; not simply a DBA.)

State of Organization: _____

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

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

Address: _____

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: _____

Price Sheet Summary

Present a Fee Schedule here for all the services necessary to accomplish the scope of work herein. The total price must include the following:

- Transportation of documents
- Transportation of equipment
- Document preparation (Includes straightening & repairing documents)
- Scanning documents
- OCR documents
- Creating the load file
- Quality check

1. Offsite Scanning

Item	Description	Estimated # Scanned Pages	Price/Page	Extended Cost
1	Document Scanning	950,000		
<b style="color: red;">TOTAL COST NOT TO EXCEED <b style="color: red;">All Costs must be included or your bid will be disqualified. If "Total Cost" is different than the "Extended Cost" please additional charges. Price must be firm				

Approximate time to project completion: _____

2. Onsite Scanning

Item	Description	Estimated # Scanned Pages	Price/Page	Extended Cost
1	Document Scanning	950,000		
<b style="color: red;">TOTAL COST NOT TO EXCEED <b style="color: red;">All Costs must be included or your bid will be disqualified. If "Total Cost" is different than the "Extended Cost" please additional charges. Price must be firm				

Approximate time to project completion: _____

Company Name: _____

Date: _____

Signature: _____

Name Printed: _____

Title: _____

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 two (2) 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.** 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: _____