



## INVITATION FOR SEALED BID

**TAC 098C**

**Description: PUBLISHING SERVICE FOR INTERMISSION MAGAZINE**

**Department: PERFORMING ARTS CENTER**

**NIGP Commodity Code(s): 966-00-00-000-0**

**Total pages including this page is 15**

**NOTE: FAXING OF BID WILL NOT BE ACCEPTED**

**Important Instruction – Read Carefully:**

**If you have obtained these bid specifications from either of:**

**City of Tulsa's Fax-on-Demand (918-596-1171) or**

**City of Tulsa's Website : [www.cityoftulsapurchasing.org](http://www.cityoftulsapurchasing.org)**

**you must notify the buyer Laura Blades of your intent to bid by e-mail [lblades@ci.tulsa.ok.us](mailto:lblades@ci.tulsa.ok.us) in order to receive addenda. The buyer will always acknowledge your e-mail for your records. All addenda will be posted on fax-on-demand and the website.**

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**Pay special attention to those pages with a reference to the following notes:**

**Note #1: Signature of authorized agent required**

**Note #2: Signature of an authorized agent and notarized required**

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**Your bid response should follow the same format listed above plus any additional format requested in the body of the bid invitation.**

**INVITATION FOR SEALED BIDS  
TO  
City of Tulsa**

200 CIVIC CENTER, ROOM 109, TULSA, OKLAHOMA 74103

Bid number and date of bid opening must appear on the lower  
left outside corner of bid envelopes and all related containers.

**DATE OF OPENING:**      July 18, 2002

**BID NUMBER:**      TAC 098C

**BID MUST BE IN THE CITY CLERK'S OFFICE AT THE ABOVE ADDRESS BY 5:00 P.M. THE DAY PRECEDING THE "DATE OF OPENING" SHOWN ABOVE.**

**BIDS WILL BE OPENED AT 8:30 A.M. IN THE CITY COUNCIL ROOM ON THE DAY SPECIFIED UNDER "DATE OF OPENING."**

**PUBLISHED IN THE TULSA DAILY COMMERCE AND LEGAL NEWS:**      June 26, 2002

Bid must be accompanied by bidder's bond, cashier's check or certified check in the amount of:      NONE

PLEASE READ TERMS AND CONDITIONS ON THE NEXT PAGE BEFORE COMPLETING BID DOCUMENTS

\*\*\*\*\*

**THE FOLLOWING SECTION MUST BE COMPLETED BY BIDDER**

\*\*\*\*\*

Delivery will be made in not more than \_\_\_\_\_ days after receipt of order.

Payment terms \_\_\_\_\_ % \_\_\_\_\_ days.

City of Tulsa may increase quantity of order at the unit price bid for \_\_\_\_\_ days. (Bidder to Specify Days) I have examined the terms and specifications and the instructions to bidders herein and agree, provided I am awarded a contract, to provide the above described items for the sum shown in accordance with the terms and specifications stated herein. All deviations are in writing and attached hereto.

Enclosed is a  BID BOND ;  CASHIER'S CHECK;  Certified Check in the amount of \$ \_\_\_\_\_, which I agree the City of Tulsa may retain as liquidated damages in the event of my failure to comply with the terms of this bid.

**MUST BE SIGNED BY AUTHORIZED AGENT TO BE VALID**

FIRM NAME \_\_\_\_\_ by \_\_\_\_\_

STREET \_\_\_\_\_ TITLE \_\_\_\_\_

CITY STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_ PHONE NUMBER \_\_\_\_\_ DATE \_\_\_\_\_

## GENERAL TERMS AND CONDITIONS OF SEALED BIDS

THESE ITEMS APPLY TO AND BECOME A PART OF THE BID.

### NO EXCEPTIONS TO THESE TERMS & CONDITIONS WILL BE CONSIDERED.

1. **BIDS MUST BE SUBMITTED ON THIS FORM ONLY INCLUDING A SIGNATURE OF AN AUTHORIZED AGENT.** Each bid shall be placed in a separate envelope. Be sure envelope is completely and properly identified and sealed, showing the bid number and date in the lower left hand corner. Bids must be time stamped in the office of the City Clerk by 5:00 P.M. on the day before date of opening.
2. No bidder may withdraw his proposal for a period of thirty (30) days after the date and hour set for the opening of bids.
3. All prices shall be quoted F.O.B. Tulsa, Oklahoma, and delivery to City of Tulsa location shall be without additional charge.
4. The bidder shall attach the manufacturer's name of the equipment or material to be furnished, type, model numbers, manufacturer's descriptive bulletins and specifications. All guarantees and warranties should be clearly stated. This data shall be in sufficient detail to describe accurately the equipment or material to be furnished. Manufacturer's specifications, in respect to the successful bidder, shall be considered as part of his contract with the City of Tulsa.
5. The bidder shall show in the proposal both the unit prices and total amount, where required, of each item listed. In the event of error or discrepancy in the mathematics, the unit prices shall prevail.
6. Any exceptions or deviations from written specifications shall be shown in writing and attached to the bid form.
7. Each bidder agrees to comply with the terms of Title 5, Chapter 1, of Tulsa, Oklahoma Charter and revised ordinances relating to equal employment opportunity.
8. **THE ENCLOSED FORMS REGARDING NON-COLLUSION AND FINANCIAL INTEREST MUST BE SIGNED, NOTARIZED, AND RETURNED WITH THE BID.**
9. The City of Tulsa reserves the right to reject any and all bids, to waive any technicalities in the bidding, and to award each item to different bidders or all items to a single bidder.
10. All bids must be accompanied by bidders bond, cash, certified or cashier's check in the amount shown on the face of the bid form. This amount shall be retained by the City of Tulsa as liquidated damages in the event the successful bidder (or bidders) fails to execute a contract, if required. The bidder agrees that said amount is presumed to be the damages sustained by the City due to the impracticability and extreme difficulty in fixing the actual damages. The office of the City Clerk will return the bid deposits to the unsuccessful bidders, after a contract has been awarded or all bids have been rejected.
11. In the event cash discounts are offered by the bidder, the discount date shall begin with the date of invoice, the date of receipt of all material covered by the purchase order, or the date of receipt by the City of Tulsa of the original copy of the purchase order with properly executed Affidavit of Claimant, whichever is the later date.
12. Direct purchase of certain items of equipment or material by the City of Tulsa are exempt from Federal Excise Tax and Oklahoma Sales Tax. In such cases the bidder shall quote prices which do not include Federal Excise Tax and Oklahoma Sales Tax. The City of Tulsa will furnish executed exemption certificates upon presentation by the bidder at the time of purchase.
13. Bid must show number of days required for delivery under normal conditions. Failure to state delivery time obligates bidder to complete delivery in fourteen (14) calendar days. Unrealistically short or long delivery promises may cause bid to be disregarded. Contractor must keep Purchasing Department advised at all times of status of order. Default in promised delivery or failure to meet specifications authorizes the Purchasing Agent to purchase supplies elsewhere and charge full increase of cost and handling to defaulting contractor. Consistent failure to meet delivery promises without valid reason may cause removal from bid list.
14. Bidder agrees to defend and save City of Tulsa from and against all demands, claims, suits, costs, expenses, damages and judgments based upon infringement of any patent relating to goods specified in this order or the ordinary use or operation of such goods by City or use or operation of such goods in accordance with bidders direction.
15. If the bid requires a written contract, the successful bidder shall execute a written contract with the City of Tulsa and return the required bonds and insurance certificates within ten (10) days after submission of contracts to said bidder by the City.



# BIDDER AFFIDAVIT - TITLE 74 O.S. (1974 SUPP.) 85.22-85.25

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

\_\_\_\_\_, of lawful age, being first duly sworn on oath says  
**Authorized Agent**

1. (s)he is the duly authorized agent of \_\_\_\_\_, the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between 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 bid to which this statement is attached.
2. (s)he is fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bid; and
3. neither the bidder nor anyone subject to the bidder's direction or control has been a party;
  - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
  - 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.

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED AGENT

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
MY COMMISSION EXPIRES

**The Bidder Affidavit must be completed, signed by an authorized agent, and notarized.**

# CONTRACTOR/BIDDER INFORMATION SHEET

To be completed by all Bidders  
For Contracts with the City of Tulsa  
(Please print or type)

Project No. or Description \_\_\_\_\_  
\_\_\_\_\_

Full Name of Bidder \_\_\_\_\_

Legal Identity  
(Corporation, Partnership,  
Individual, etc.) \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Telephone No. \_\_\_\_\_

FAX No. \_\_\_\_\_

Taxpayer Identification Number \_\_\_\_\_

Contact Person \_\_\_\_\_

Phone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

E-mail address \_\_\_\_\_

Webpage Address \_\_\_\_\_

# Price Sheet Summary

Vendor Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**You will be able to obtain a copy of the Bid Summary on the City of Tulsa's Purchase-Net Fax-on-Demand and Website shortly after bid opening.**

## TAC #098C

1. Commission payable to the Performing Arts Center	\$ _____ Month or _____% of sales per Month
2. Promotion services offered (as Per Number 3, Page 15 of the bid specifications) – Please list individually.	

**T A C # 0 9 8 C**  
**P U B L I S H I N G S E R V I C E**  
**S P E C I F I C A T I O N S**  
for  
**I N T E R M I S S I O N M A G A Z I N E**  
**T U L S A P E R F O R M I N G A R T S**  
**C E N T E R**

**INTENT:**

It is the intent of this bid to secure for the Tulsa Performing Arts Center (PAC), on behalf of the City of Tulsa, a source of supply for publishing **I N T E R M I S S I O N** , the official house magazine of the PAC. Such source will be secured on a competitive basis.

**GENERAL SPECIFICATION:**

All material bid shall be new.

Any exceptions to or deviations from the specifications set forth in the bid shall be clearly described in the bidder's proposal.

**METHODS OF SAMPLING, INSPECTIONS AND TESTS:**

1. After bid results are tabulated, the City of Tulsa Purchasing Division reserves the right to require samples of selected materials for inspection and evaluation.
2. Unless otherwise specified, the supplier shall be responsible for the performance of all inspection and test requirements necessary to ensure compliance with requirements for this specification. This does not preclude subsequent inspection and testimony by the City of Tulsa to further determine conformance with specifications, requirements of quality, standards of workmanship, material and construction techniques.

**DELIVERY:**

All prices shall be quoted F.O.B. Destination.

**CONTRACT:**

The successful bidder (Contractor) shall enter into a contract with the City of Tulsa within ten (10) days after so being notified.

The term of the initial contract shall be from September 1, 2002 up to and including August 31, 2003. The contract shall be renewable each subsequent September 1 thereafter with the consent of both parties for three (3) successive terms of one (1) year each. The first month for which Contractor shall be obligated to produce I N T E R M I S S I O N , pursuant to the initial term of such contract shall be October 2002.

**PRICING:**

The rate of commission proposed by the responding bidders shall be firm for the initial contract period, but may escalate for each term thereafter as proposed by each bidder. **NOTE: Any technical questions can be directed to John Soctt, Director, Tulsa Performing Arts Center at 596-7122.**

**ADDENDA AND INTERPRETATIONS:**

If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders. The City of Tulsa is not bound by any oral representations, clarifications, or changes made in the written specifications by City of Tulsa employees, unless such specification or change is provided to bidders in written addendum form from the Purchasing Division.

**AWARD OF BID:**

The bid shall be awarded to the firm whose proposal is responsive to the bid and is most advantageous to the City, considering the factors identified in the bid and Section 406E of Title 6, The Purchasing Ordinance set forth below:

406E. AWARD OF CONTRACT

1. Authority in the Mayor. The Mayor shall have the authority to award contracts within the purview of this chapter.

**Terms and conditions shown on page 4, "Invitation for Sealed Bids," apply to this transaction.**

## **BIDDER QUALIFICATIONS:**

Bidder should have a proven ability to produce a monthly publication of the quality befitting the Tulsa Performing Arts Center and its regular clients. Such ability should be established over a period of at least three (3) consecutive years with those three (3) years having occurred within the last five (5) years. At least two (2) examples of bidder's most recent work in producing a monthly publication must be submitted with bid; i.e., two different issues of the same publication or two different publications. Bidders never having produced a monthly publication may submit samples of two different significant color publications they have produced. Any samples submitted must include a detailed description as to the involvement of the bidder in the production of such samples.

Bidder should have a proven ability to sell such advertising as is in keeping with the image of the Tulsa Performing Arts Center as the major cultural facility in Tulsa and in northeast Oklahoma.

Bidder must submit with the bid a tentative staffing plan dedicated to the publishing of **INTERMISSION** magazine including, but not limited to details on the number of personnel and specific responsibilities of each such personnel who will work on this project, the approximate percentage of such personnel's total monthly time to be spent on this project, how much of the project will be contracted to personnel other than bidder's regular staff, etc. Any change in such staffing plan as submitted, either during the initial term of the contract or at any time during a subsequent renewal period, shall require thirty (30) days prior notification to the PAC.

A PAC staff member will function as editor of the magazine and overall coordinator between the PAC and Contractor's personnel assigned to the project. Specific responsibilities of the Contractor's personnel shall include design and layout of the magazine and of program inserts as stipulated elsewhere herein.

Bidder must submit with bid a sample timetable for a typical month's production of the magazine detailing a proposed schedule from the deadline for submission of material to final delivery of magazines to PAC (note specifications for such delivery hereinafter described).

Bidder must identify what printing company will be used to print the magazines if bidder will be outsourcing that portion of the process. Sample work of the proposed printer must be provided with the bid.

Bidder must comply with the specifications herein set forth for the magazine without qualification.

## **SPECIFICATIONS:**

1. The magazine shall be published by the Contractor on a monthly basis twelve (12) times per year with the PAC retaining, at its sole discretion, the option to combine any two (2) consecutive months of the year into one issue.
2. The magazine shall be eight and one-half (8-1/2) inches wide and eleven (11) inches high subject to final trimming, printed utilizing four-color process on high quality stock (minimum standard of sixty pound book weight gloss paper, grade three or better) and shall contain at least thirty-two (32) pages in each issue; provided, however, that the June, July and August issues each year and any other month when the anticipated total of issues required by PAC is less than fifteen thousand (15,000), may contain as few as twenty-four (24) pages. The cover and interior pages of each issue shall utilize four-color processing. Samples of proposed paper stock for the magazine shall be submitted by each bidder.
3. A separate black-and-white program insert shall be printed for each different event and stapled into the appropriate month's magazine. Except as otherwise noted in this paragraph, each user group requesting such an insert is responsible for supplying the copy and any photographs for such insert to the Contractor on a timely basis. User groups shall not be required to furnish copy and photographs to the Contractor sooner than ten (10) working days prior to the first scheduled performance of the event involved if such copy is provided in camera-ready form. If such copy is not provided camera-ready to the Contractor, then such user groups shall not be required to furnish such material sooner than fourteen (14) working days prior to the first scheduled performance of the event involved. Except as otherwise provided herein, the Contractor shall do all production work for inserts including typesetting, layout and photo scans. Prior to delivering the final version to City of Tulsa's Office Services at City Hall, Contractor shall provide a faxed copy of the completed insert to **I N T E R M I S S I O N** editor and the sponsoring organization for proofing and make all corrections as required.
4. The City of Tulsa shall supply the paper for, print, trim, collate and fold all inserts. After the inserts are printed, trimmed, collated and folded, the Contractor shall pick them up, verify the correct collation, staple the inserts into the appropriate month's issue and deliver the magazines with inserts to the PAC in accordance with the delivery specifications hereinafter set forth. For events of Tulsa Opera, Tulsa Ballet, Tulsa Philharmonic, Tulsa Performing Arts Center Trust and all touring Broadway productions, the respective sponsoring organization shall do all its own production work or, at the expense of such sponsoring organization, hire the work necessary for inserts to include typesetting and layout so as to produce camera-ready art. Such art and any accompanying photos shall be delivered for proofing to the

**I N T E R M I S S I O N** editor by such sponsoring organization according to a timetable established by the Contractor. Subsequent to corrections, such inserts shall be delivered to City of Tulsa Office Services by the PAC. Thereafter, the Contractor shall complete the insert process as otherwise described in this paragraph.

The standard insert for Chapman Music Hall events shall be eight (8) pages; i.e., two (2) pieces of paper each measuring eleven (11) inches high by seventeen (17) inches long folded in half. For all other events, the standard insert shall be four (4) pages; i.e., one (1) sheet of such paper folded in half. Exceptions to such standard shall include all productions of Tulsa Opera, Tulsa Ballet, Tulsa Philharmonic and touring Broadway shows which shall be allowed up to twelve (12) pages; i.e., three (3) sheets of such paper folded in half. For an insert involving twelve (12) pages, Contractor shall be allowed to assess a supplemental insertion fee according to the following scale:

\$200 for any 12-page insertions under 5,000 inserts  
\$40 per thousand for quantities above 5,000

5. The magazine shall be printed each month in quantities specified by PAC Director or his designee. Such quantities shall be determined by the estimated attendance at each event requiring magazines plus an additional amount established by PAC for distribution by PAC. Attendance at individual events varies anywhere from 75 to 2,367 with total attendance for a year averaging 250,000. Heaviest months are typically September through May. Samples of previous months' estimates will be supplied to potential bidders upon request.
6. Editorial content and advertisements shall maintain a fifty/fifty (50/50) balance in the percentage of space allotted in the magazine. The percentage of right hand pages containing either editorial or advertising in each month's magazine shall maintain a fifty/fifty (50/50) balance, not including the cover or back page. The PAC reserves for itself the right to make all final decisions with regard to the content and layout of the magazine.
7. Editorial content shall be provided to Contractor no sooner than the sixth (6<sup>th</sup>) working day of each month prior to the publication month; provided, however, that such content shall not be provided later than the tenth (10<sup>th</sup>) calendar day of any month unless Contractor otherwise stipulates and agrees to a later submission schedule.
8. The Contractor shall sell all advertising that appears in the magazine with all revenue derived from such sales accruing directly and exclusively to such Contractor. A commission on advertising sales shall be paid on a monthly basis to the PAC. **NOTE: One of the selection criteria is the amount of**

**this commission.** Such commission may be proposed as a fixed percentage of advertising sales or a flat amount each month. Payment of such commission shall be due and payable on or before the tenth (10<sup>th</sup>) day of each month following the month for which ad sales were made. Contractor's advertising revenue shall be subject to audit by the PAC.

9. The PAC specifically reserves the right to reject any advertising which, in the sole opinion of the PAC Director or designee, would negatively impact public perception of the PAC or would not otherwise be in the best interest of the City of Tulsa.
10. The Contractor shall be required on occasion to provide, at Contractor's expense, art (photographs or original) for use on the **I N T E R M I S S I O N** cover or as part of feature articles in the magazine. Contractor may be similarly required to provide writers for as many as two (2) feature story assignments per issue. PAC will exert all best efforts to minimize these expenses for the Contractor.
11. Magazines complete with the appropriate program inserts must be delivered to the PAC at least one (1) day prior to any event requiring magazines whose first scheduled performance falls on Tuesday, Wednesday, Thursday, Friday or Saturday. For those events whose first scheduled performance falls on Sunday or Monday, such magazines must be delivered to the PAC on the immediately preceding Friday. PAC may specify an alternative delivery location for certain events. Magazines designated for distribution by PAC shall be delivered to the PAC on or before the first day of each month. Failure by the Contractor to adhere to delivery or other deadlines established for the production of the magazine shall constitute a breach of this contract and may be deemed cause for the cancellation of such contract.
12. Contractor shall not print, cause to be printed, publish or cause to be published any sales or promotional material pertaining to advertising in or for **I N T E R M I S S I O N** , nor any graphics normally associated with **I N T E R M I S S I O N** , or the Tulsa Performing Arts Center without prior approval of the PAC.

13. Contractor shall not take or cause to be taken any action with advertisers, potential advertisers or PAC clients that reflects poorly or otherwise brings disrepute on the PAC or the City of Tulsa. Any failure to comply with this paragraph may be deemed cause for immediate cancellation of contract.

### **SELECTION OF PUBLISHER:**

Selection of the publisher for **I N T E R M I S S I O N** will be based upon the following criteria that are listed in random order of importance:

1. Demonstrated ability to produce a quality publication on a monthly basis, including the ability to meet or exceed deadlines imposed by client.
2. Amount of monthly commission paid to the PAC year by year and over the four (4) years of the contract presuming a one-year initial term and three (3) annual renewals.
3. Number and value of additional complimentary services (must be separately detailed by each bidder) offered to the PAC such as advertising space in other publications, the printing of other promotional material for the PAC or its events or other such proposed services or materials.
4. Proposed staffing for the **I N T E R M I S S I O N** project including any proposed outsourcing of related services.

This contract will be awarded to the bidder providing the proposal that is judged most advantageous to the PAC and the City of Tulsa. The City of Tulsa reserves the right to reject any or all proposals and to make the decision as to which proposal is most advantageous. All reasonable proposals meeting the specifications will be considered.