



INVITATION FOR SEALED BID

TAC-640

**Description: Graphic Design & Publishing Technical Assistance
ABCP & CAFR**

Department: CITY OF TULSA

NIGP Commodity Code(s): 965-46

Total pages including this page is 15

NOTE: FAXED BIDS 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.com**

**you must notify the buyer LARRY HOOD of your intent to bid by
e-mail lhood@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 an authorized agent required

Note #2: Signature of an authorized agent and notary required

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Your bid response should follow the same format listed above plus any additional information 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: October 17, 2002

BID NUMBER: TAC-640

**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: October 7, 2002

Bid must be accompanied by bidder's bond, cashier's check or certified check in the amount of: **NOT REQUIRED**

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 120 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.) _____

Person Authorized to Contract _____

Address _____

Telephone No. _____

FAX No. _____

Taxpayer Identification Number _____

Contact Person _____

Phone No. _____

Fax No. _____

E-mail address _____

Webpage Address _____

TAC-640
Description: Graphic Design & Publishing Technical Assistance - ABCP & CAFR
Price Sheet Summary

Vendor Name: _____ Signature: _____
Date: _____

Overall Fee Per Hour \$ _____

Note: The total cost (Hourly Rate x Number of Hours) for these services for each year's ABCP & CAFR reports will depend upon the amount of funding the City has available in that year.

DESIGN & PUBLISHING ASSISTANCE OF ANNUAL BUDGET AND CAPITAL IMPROVEMENT PLAN DOCUMENTS CITY OF TULSA

INTENT

- It is the intent of this **Request For Proposal (RFP)** to secure a contract by the City to provide technical assistance for the graphics and binding of the **City of Tulsa's (City) Annual Budget and Capital Plan (ABCP), and Comprehensive Annual Financial Report (CAFR)** according to the specifications contained herein. The RFP to the City is to be submitted at an **overall per hour fee** with the successful bidder and the City negotiating the total cost for each year's **ABCP and CAFR** based upon the amount of funding the City has available for that year.

- The contract shall be renewable, with the consent of both parties, for three (3) successive one (1) year periods.

SCOPE

- The contractor will be responsible to provide alternatives for graphic layout designs (theme) and format for the reports for **each year** that it has the contract. The covers, title pages, section page inserts and selected other pages will need **4-color process** printing.

IN GENERAL

- ❑ **IMPORTANT:** All requirements set forth in this **RFP** and responses thereto shall be considered to be part of the contract.

- ❑ All costs incurred by the bidder in preparation of its **RFP** are the sole responsibility of the bidder and shall not be charged back to the City in any way whatsoever.

- ❑ All **RFPs** submitted are considered a matter of public record and must be open to public inspection if so requested.

- ❑ Any **RFP** submitted after the due date as stated on the cover sheet cannot be considered and no appeal is allowed.

- There are **15** pages in this **RFP**. If your copy is missing any pages, be sure to promptly call the Purchasing Division requesting the missing page(s) be sent to you.
- If any clarification is needed regarding any item in the **RFP** specifications, call **Pat Connelly at 596-7659, or Cathy Scott at 596-7230**.
- **IMPORTANT:** If bidder wishes to take any exceptions or make any recommendations, it must be included in writing and submitted with the **RFP**. The City will consider such statements, but is not bound to accept such.

QUALIFICATIONS & EXPERIENCE - MINIMUM REQUIREMENTS

- The bidder shall provide a general statement of its qualifications and must present evidence that it meets the following minimum requirements: **(a)** at least 5 years in the graphics publishing business, **(b)** ability to provide the needed services and meet the deadlines, and **(c)** list of 3 references, including names and telephone numbers of clients who contracted with the bidder for similar documents within the last 5 years.
- In addition, a bidder shall provide example copies of documents that it has helped to produce during the previous 5 years.

BIDDER'S AFFIDAVITS

- A bidder shall attach **both** the fully executed and notarized **Bidder and Interest Affidavits** to the **Bid**. Failure to do so may be grounds for rejection of the **RFP**.

SELECTION PROCESS

- The award of contract shall be to the bidder whose proposal is the most responsive and who has received the greatest number of points as set forth in the section entitled **Proposal Evaluation**, while considering the factors and specifications identified in the **RFP** and those factors of the Purchasing ordinance (**within Title 6 of the Tulsa Revised Ordinances**) set forth below:

AWARD OF BID

Section 406(E) - Award of Contract

1. Authority in the Mayor. The Mayor shall have the authority to award contracts within the purview of this chapter.
2. Lowest Secure Bidder. Contracts shall be awarded to the lowest secure bidder meeting specifications. In determining the "Lowest Secure Bidder", in addition to price, the following factors shall be considered:

- a) the ability, capacity and skill of the bidder to perform the contract or provide the service required;
 - b) whether the bidder 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 bidder;
 - d) the quality of performance of previous contracts or services;
 - e) the previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
 - f) the sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
 - g) the quality, availability and adaptability of the supplies or contractual services to the particular use required;
 - h) the ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
 - i) where an earlier delivery date would be of great benefit to the requisitioning agency, the date and terms of delivery may be considered in the bid award;
 - j) the number and scope of conditions attached to the bid; and,
 - k) if a point system has been utilized in the bid specifications, the number of points earned by the bidder.
- ◆ **IMPORTANT:** The bidder should familiarize itself with the City Reserves Rights subsection (see page 9 of bid specifications) which can affect the previous section.

➤ **PRE-BID CONFERENCE**

A pre-bid conference is scheduled for Monday, October 7, 2002 at City Hall in Room 1006B at 10:30am. City Hall is located at 200 Civic Center (between the Central Library and the Tulsa Convention Center). The RFP must be received by the City Clerk's Office (City Hall, 200 Civic Center, Room 109) **no later than 5:00 p.m.** on October 16, 2002.

Note: Late submittals will not be accepted.

PROPOSAL EVALUATION

A reviewing committee will evaluate the RFPs to determine which bidders have met the minimum requirements. The committee will further review the bidder's experience in the graphics publishing business, its ability to perform the service required, determine if bidder has sufficient qualified staff members to continue the graphics design if a key employee terminates employment during any of the City's critical production timeframes, and determine which bidder submitted the best examples of similar documents produced within the last five years.

The methodology to make this determination will be to assign a point scoring system of **500** points maximum, including the cost to the City, bidder qualifications and experience, examples of similar work, understanding of the service needed, and an interview. The points will be awarded in the committee's sole discretion as follows:

Lowest Cost = 0 to 300 pts
Qualifications & Experience = 0 to 100 pts
Document Examples = 0 to 75 pts
Understanding of Service Needed = 0 to 25 pts

Note: The highest number of points for a question will be awarded to the bidder(s) with the response which is most advantageous to the City. Other bidders will receive points based upon a comparison of their responses to the response the City determines, in its sole discretion, would be most advantageous.

Cost: Points will be awarded based upon the total cost to the City. Three hundred (300) points will be awarded to the lowest cost bid. Points for all other bidders will be awarded on a pro rata basis as follows: Low bidder's cost **divided** by the other bidder cost **times** 300 **equals** that bidder's cost points.

Note: Bidders may be requested to meet with the reviewing committee to make a presentation of their approaches, understanding of the service needed and ability to provide said service.

BACKGROUND INFORMATION

- The City of Tulsa is required by State law and its Home Rule Charter to adopt an **Annual Budget and Capital Plan, and Comprehensive Annual Financial Report**. For the last four periods, an outside firm has assisted in the graphic design of these documents. The ability to extend the contract ended and the City is seeking to continue use of outside assistance.
- This RFP seeks to acquire a firm with the skills necessary to maintain the publication's level of excellence. The ABCP has been awarded the "Distinguished Budget Document" certification by the Government Finance Officers Association (GFOA) for the last six years, while the CAFR has been awarded the Certificate of Achievement for Excellence in Financial Reporting for the last twenty-one years, all future publication will have to maintain this standard for both documents.
- **IMPORTANT.** The successful bidder will need to be able to work with the City's production staff as it may become necessary for final publication.

THEME & ARTWORK

- Each year themes for the ABCP and CAFR are chosen and a cover and section page inserts are produced in accordance with that theme. The successful bidder will work with the management of the Budget & Planning, and Accounting divisions to develop a series of

ideas for the theme. The managers of the Divisions will be the ultimate decision-makers concerning the chosen themes. The contractor will also be responsible for the final design of the cover and the section page inserts and its color reproduction. Alternative paper stock and color will also be provided during this phase. This process will be done early in the year to allow time for the artwork to be completed and the paper ordered. The section page inserts for the **first stage** printing need to be tabbed for the ABCP.

- **Note:** The successful bidder will be working closely with City staff for choosing artwork. The Budget & Planning manager, and Accounting manager will reserve the right to reject copies whose production does not meet standards.

LAYOUT & GRAPHICS

- The layouts of the documents are somewhat dictated by the municipal budget act and the Governmental Accounting Standards Board; however, desires of policy-makers for a certain format and the need for consistency from year to year to make trend analysis easier are also considerations. Having said that, there is flexibility in the layout and graphics used to convey the information in the documents. The successful bidder will review the current documents, develop a deep understanding of what is required by law and policy-makers' preferences and design page layouts, tables, and charts to convey the budget and capital plan, and CAFR information. Suggested layouts will also have to be compatible with "links" established to Excel spreadsheets that form the basis of the City's ABCP and CAFR.
- The emphasis of this particular effort will be placed on communicating a large amount of complicated information in a viewer-friendly and simple manner. Evidence of previous examples of this type of work will be required from the successful bidder.
- By state law and City Charter, the ABCP and CAFR documents must be prepared according to state deadlines. **The deadlines cannot be missed.** As many of the final decisions that make up the documents are not made until the week of publication, it may be necessary to work overtime to meet the deadlines.

□ **Software & Hardware Requirements**

The current documents are produced using Excel, Word, and PowerPoint software on IBM compatible hardware. All documents created must be produced and editable with current version Microsoft software, without exception. Given the extensive databases and programs used to develop the documents, the Budget and Planning Division Manager, and Accounting Division Manager reserve the right to require certain software and hardware be used in the production of the documents.

□ **Time Frames for ABCP**

It is anticipated a contract will be awarded in October and work will begin soon afterwards. Below is a schedule of production timeframes:

- ◆ **November and December-** Theme and Cover Art, and divider pages are developed and chosen.
- ◆ **January-** Cover Art and divider pages are produced. Also suggestions for document layout and graphics are discussed and decided upon.
- ◆ **February and March-** Format and graphics integrated into the documents.
- ◆ **April-** Mayor's proposed ABCP and CIP produced (according to the **first stage** printing needs of **70** copies)
- ◆ **June-** City Council changes are made and final version of both documents completed. Final copies are sent to the printer.
- ◆ **July-** 70 final copies of the ABCP to be delivered to the City.

□ **Time Frames for CAFR**

It is anticipated a contract will be awarded in October and work will begin soon afterwards. Below is a schedule of production timeframes:

- ◆ **July –August** - Theme and Cover Art developed and chosen. Write narrative text.
- ◆ **September – October 15th** - **Complete cover art, narrative, and deliver to printer by October 15th.**
- ◆ **October 15th –October 31st** – Proofread CAFR, checking grammar, punctuation and spelling and print 250 copies for distribution.

CONTRACTOR'S RESPONSIBILITIES

- The contractor shall be responsible for providing and meeting the following services and requirements:
 - will consult with the **Budget Division Manager (BDM)**, and the **Accounting Division Manager (ADM)**.
 - develop alternative layout design (or theme) and format,
 - submit for approval (at the appropriate stages) to the BDM, and ADM the preliminary layout design, and format,
 - make any changes requested by the BDM and ADM,
 - provide any graphics or photographs needed for the design,
 - make arrangements to attend any meeting scheduled by the BDM, and ADM to review the progress,
 - keep the BDM, and ADM informed of any needs and problems in the development and preparation of the report,
 - meeting all deadlines, and
 - compliance to all other requirements set forth in this RFP.

CITY'S RESPONSIBILITIES

- The City shall be responsible for providing the following duties:
- ❑ Budget Division Manager, and Accounting Division Manager will consult with the contractor throughout the development, and preparation ,
 - ❑ provide the information, statistics, financial data and other information to be used in the ABCP and CAFR documents,
 - ❑ provide timely feedback and approvals as requested by contractor, and
 - ❑ review and approve the final camera-ready copies to be sent to the printer.
-