



CITY OF BROKEN ARROW REQUEST FOR PROPOSAL

RFP Number: 24.113
Copier Lease and Maintenance

SUBMIT PROPOSALS
By 3:30 p.m. (Local Time) November 22nd, 2023 to:

The City of Broken Arrow Information Technology Department 220 S. First St.
Broken Arrow, Oklahoma 74012 (918) 259-2400

ALL PROPOSALS MUST BE TURNED IN BY THE ABOVE STATED TIME AND TO THE ABOVE STATED ADDRESS. ANY PROPOSAL NOT RECEIVED AT THE ABOVE ADDRESS ON OR BEFORE THE STATED TIME WILL BE REJECTED.
THERE ARE NO EXCEPTIONS.

Copier Lease and Maintenance

The City of Broken Arrow invites sealed proposals for Copier Lease and Maintenance, in accordance with the specifications and instructions set forth in this Request for Proposal. Proposals will be received by the Information Technology Department 220 S. First St. Broken Arrow, Oklahoma 74012, November 22nd, 2023 until 3:30 p.m. local time.

To be considered, your proposal must be submitted on a copy of this Request for Proposal and return documents to: The City of Broken Arrow Information Technology Department 220 S. First St. Broken Arrow, Oklahoma 74012. **Proposal documents must be returned in a sealed envelope. Mark outside of an envelope with Request for Proposal Number 24.113.**

The Following Are Minimum Requirements & Specifications Copier Lease and Maintenance INTENT OF SPECIFICATIONS

It is the intent of these specifications to secure Copier Lease and Maintenance for the City of Broken Arrow. The City of Broken Arrow is inviting proposals, on a competitive basis, from qualified companies to provide Copier Management and Support Services. The following specifications are intended to define the level of quality and performance of the requested equipment and not to be restrictive.

The information provided herein is intended to assist vendors in the preparation of proposals necessary to properly respond to this RFP. It is not intended to limit a proposal's content; rather it is designed to provide interested suppliers with sufficient basic information to understand the City of Broken Arrow's current operating environment and needs.

GENERAL

This contract will be awarded to one vendor only. After the award of the proposal, and before initial installation, the City of Broken Arrow reserves the right to select appropriate copiers and accessories for each location. The City of Broken Arrow will have the option to add or remove copiers throughout the contract period. The contract for all copiers and accessories added during the contract period will expire at the same time as the original contract.

BACKGROUND

The City of Broken Arrow desires to have (1) a City wide copier lease and (2) a City wide maintenance agreement for all leased machines. The City of Broken Arrow currently has 44 copiers under this contract. All machines are under a current lease/maintenance agreement which expires December 31st, 2023 and will fall under this proposal. These copiers are placed throughout the City of Broken Arrow and in outlying locations.

AWARD OF PROPOSAL

No award will be made until the City of Broken Arrow has had sufficient time to evaluate the proposals. The City of Broken Arrow reserves the right to contract in the best interest of the city. Any exceptions to, or deviations from, the specifications in this proposal shall be clearly described in the vendors proposal.

The City of Broken Arrow will select a qualified vendor to provide digital copiers based on the following:

- Vendor qualifications and ability to provide service
- Cost-Total monthly cost of all machines and maintenance
- Cost increases-Formulas/schedules for cost increases for years two (2) through five (5)
- Cost of options
- References provided in the Tulsa/Broken Arrow metropolitan area

VOLUME

The total number of copies of all machines is an average of 95,000 black and white and 50,000 color copies per month. This is an estimate based on current and historical data. This is not a guarantee of the number of copies or prints that will be made but is intended to provide vendors information on which to base an estimate of potential contract volume. The City of Broken Arrow reserves the right to increase or decrease volumes of copiers and/or copies and prints at any time as actual volumes may change based on departmental needs.

CONTRACT TERM

The period of performance for services received subject to this proposal and any resulting contract shall be as agreed and negotiated. It is our intent to award a contract for an initial term of five (5) years on a year-to-year basis, based on annual available funding. The contract will provide for, at the option of the City of Broken Arrow successive month renewal periods after contract period. The end of contract shall be June 30 of the last year, regardless of the actual start date of the initial year.

ADMINISTRATION

The Network Systems Manager shall serve as the monitor of the conditions of the contract and shall work directly with the vendor or its assignee in scheduling and coordinating performance of services, answering technical questions in connection with the scope of work, and providing general direction under the resulting contract. This individual will use all powers under the contract to enforce its faithful performance for the City of Broken Arrow.

VENDOR QUALIFICATIONS

At the time of award and throughout the contract period vendor must be authorized to lease and maintain equipment offered throughout the term with factory trained service technicians, fully qualified to service all of the installed machines with genuine factory parts. Vendors responding to this RFP are expected to incorporate the strategies and services (management, support, etc.) necessary for the City of Broken Arrow to establish an effective copier management program.

CONTRACT/AGREEMENT ADMINISTRATOR

The Contractor shall provide a technical support number or an Account Manager who will serve as the point of contact for the City of Broken Arrow.

GENERAL EQUIPMENT SPECIFICATIONS

Copiers shall be new, or newly manufactured. A "new" machine is defined as newly assembled for first-time use with new components and in current production.

All copier models proposed must have a commonly published introduction date to the American market and shall be in current production as of the start date of the contract. For purposes of this RFP, "current production" shall mean that the copier model is being manufactured as new equipment.

Each proposal shall indicate if there are restrictions on the type of paper used in their copiers. The City of Broken Arrow will not consider machines that do not accept recycled paper as an original and as the paper being copied onto.

TECHNICAL PROFILE

All copy machines will be required to be connected to the City of Broken Arrow's network for printing, scanning, or faxing. The City of Broken Arrow operates a WAN (Wide Area Network) that interconnects approximately 15 different sites. The data network consists of a backbone connecting all sites. The individual site LANs are 10/100/1000 switched Ethernet using TCP/IP. The City of Broken Arrow uses Windows 2016, 2019, and 2022 Server 64 bit as its network operating system and currently has approximately 100 servers deployed at a central data center and administrative site. Over 900 devices are hosted on the network with a majority of these being Windows 10 and Windows 11 based PCs. The Information Technology Department will determine which machines and machine locations can be connected to the network.

MINIMUM COPIER FEATURES

The equipment proposed by the Contractor must meet or exceed each of the following specifications and requirements. All copiers must:

- Automatic document feeder will need to be single pass feeders with 100 sheet minimum for small and large copiers
- All paper trays must hold a minimum of 500 sheets on all small and large copiers
- All copiers small and large must have four universal paper trays that will hold up to 11"x17" paper.
- All copiers small and large must have stapling finishers with a minimum capability of stapling 50 sheets of 16-28 lb. bond
- All copiers are to be delivered with a digital surge suppressor. All copiers small and large must have standard security platform including 256-bit encryption and up to 10 times data overwrite. There will also need to be end of lease feature that erases all data and personal information at no charge.
- Scan and convert documents to popular file formats (ex. Word, searchable and compact PDF, etc.)
- Must be able to connect and allow printing from mobile devices
- True Adobe PostScript 3 and PCL 6 printing systems
- Minimum 100 sheet bypass tray
- Minimum 1200 x 1200 dpi printing for all copiers small and large
- Minimum 600 dpi for scanning
- All copiers must support both black and white and color functionality
- Scan destinations: email, desktop, FTP, Folder (SMB) and USB
- Must be able to print from or scan to cloud applications: Microsoft OneDrive, Sharp Point, and Google Drive
- Must be able to set up authority groups to help manage and restrict specific copying, printing, scanning, and fax features to safeguard data and control costs
- Connectivity: Ethernet, and Wireless connectivity options
Security: Support for user authentication, data encryption, and secure printing, specifically support of TLS1.2.
- Supported Paper Sizes: Letter, Legal, A4, A5, envelopes, and custom sizes.
- Monthly Duty Cycle: Minimum 1000 for our smaller up to 8000 for our larger
- Print Resolution: 2400 x 600 dpi (dots per inch) for both monochrome and color
- Copy Resolution: 1200 x 600 dpi (dots per inch) for both monochrome and color
- Scan Resolution: 1200 x 600 dpi (dots per inch)

QUESTIONS

Questions pertaining to this RFP shall be directed to Kimber Pittman, IT Project Manager (918-259-2400 ext. 5353)

RESPONSIBILITY AND TASKS

- The Contractor shall hold title to all equipment and accessories provided under this contract and are responsible for any/all personal property taxes.
- Contractor shall ensure that all equipment and or supplies will be delivered to the sites in accordance to the dates agreed between the city/department and the Contractor.
- Power Requirements: All equipment offered should be able to operate using each site's existing power supplies. It is incumbent upon the Vendor, when installing machines, to appraise sites of any and all site modifications required for them to facilitate equipment recommended by the Vendor.
- Contractor shall provide and pay for all material, labor, tools, transportation and handling, and other facilities necessary for the furnishing, delivery, assembly plus inspection before, during and after installation of all items specified herein.
- Contractor shall be responsible for all materials shipped prior to and during installation until acceptance is given in writing by the City of Broken Arrow. All risk of loss or expense associated with storing materials prior to the date of acceptance by the City of Broken Arrow is the responsibility of the Contractor.
- The Contractor is responsible for any damage to the premises of any City of Broken Arrow site as a result of the installation and shall repair and restore to the original condition any area so damaged within the time frame designated by the City of Broken Arrow.
- Contractor shall at all times keep the premises and the areas in which the work is performed free from accumulation of waste materials or rubbish, tools, installation equipment, machinery and surplus materials during the work process and through completion thereof.
- The Contractor shall remove all crates, wrappings and other flammable waste material or trash from the building. If City premises are not maintained properly, the City of Broken Arrow may have any accumulations of non-recyclable waste material or trash removed with all costs incurred charged to the Contractor.
- The Contractor shall remove and properly dispose all replaced equipment.
- It will be the responsibility of the Contractor to have qualified, trained sales/service personnel to provide support/technical assistance at any location, including assistance in problem solving, maintenance, machine operation, etc.
- Contractor must also have access to manufacture's technical resources for problems that are beyond the ability of the Contractor's personnel. Such assistance shall be available at no cost and within a reasonable period of time as determined by the City of Broken Arrow.
- Upgrade/Replacement and/or Additional Equipment:
 - The successful Contractor shall be required to provide upgrading, and replacement of equipment as necessary and/or the installation of additional equipment, which may be required during the term of the contract. However, it should be noted that additional units or for units upgraded/downgraded and/or replaced will be terminated at the end of the contract period or option period (s). Under no circumstances will the City of Broken Arrow consider an agreement/contract which automatically extends the original start and/or termination date of the contract, should additional units be required.
 - **Note:** Machines added after the first one-year term may be used machines and shall be offered at the same lease rate and maintenance cost/copy rate as offered in this proposal sheet.
 - Contractor may wish to upgrade machine models at any level for his/her own convenience or volume discounts, etc. For example, if a machine requires different supplies than the larger model, vendor may choose to provide all large volume machines.

Some users may wish to add options such as feeders, sorter, key counters, hole punchers etc., which may not be a part of the initial rate. These options may be added by the City of Broken Arrow at any time during the entire period of the contract. Additional features added for the convenience of the user will be priced at a flat rate per month, in arrears. Technological changes or other such items for which the City of Broken Arrow may have a need and which may become available during the life of the contract will be priced at a flat rate per month based on a government type contract, or negotiated on open market if necessary.

SUBSTITUTIONS

Vendor shall not substitute equipment, materials, or accessories without written consent of the City of Broken Arrow.

SERVICE AND MAINTENANCE

- Vendor shall maintain all contracted equipment in accordance with manufacturer's specifications.
- Vendor shall use new standard parts or rebuilt parts of equal quality. Replaced parts are the property of the Vendor on an exchange basis.
- All service technicians must be factory-trained by the equipment manufacturer.
- Vendor must implement and provide all factory engineering changes on leased/rented equipment at no charge to the City of Broken Arrow.

RESPONSE TIME

- Equipment maintenance shall be performed on all copiers and all copier accessories by qualified Contractor maintenance personnel during regular office hours. Regular hours vary at site and administrative locations, but are generally 7:00 a.m. to 5:00 p.m., Monday through Friday.
- Service calls will be performed within four (4) working hours of request for maintenance. Four-hour response time applies to each service call and will be monitored by the individual location. The maximum allowable downtime for any one copier is two working days during any consecutive thirty-day (calendar) period. Any copier which cannot be repaired and restored to normal operating service within two days shall be replaced with a copier of the same or better specifications at no additional cost.
- Preventive maintenance will be according to the Contractor's schedule and the Contractor's discretion. The Contractor's service technician shall check in and out with the key operator concerned. Each copier will have a permanent record of machine maintenance.
- The Contractor's maintenance personnel shall thoroughly clean up the work area and properly dispose of any residue after each maintenance action.
- While the equipment is installed on the premises, the Contractor shall assume all responsibility for loss or damage except that caused by negligence on the part of the City of Broken Arrow. Repairs caused by negligence or misuse by the City of Broken Arrow shall be documented and immediately brought to the attention of the City's contract administrator.

DATA SECURITY

- Data security shall be performed before the removal of any machine from City property at no cost to the city. Vendor shall perform a manual run of the data security function. The vendor shall provide the city with a certificate stating the City's files are unrecoverable at the time of removal.

SUPPLIES

- The charge per month will include all consumables, except paper, such as, but not limited to, toner, developer, drums, staples fuser oil, fuser lubricant, fuser agent, cartridges, etc., necessary to operate the machine.
- All paper will be supplied by the City of Broken Arrow and should not be included in the cost per month charge.
- Supplies that will be loaded by the user, such as toner, are to be delivered to each individual copier site. The Vendor will maintain an ample supply (at least two weeks, but not more than 30 days) of materials on hand at all times.
- The Vendor will, at all times, be responsible for maintaining needed inventories, delivering to usage areas and rotating stock, if necessary. Occasional emergency orders may also be required.

- The City of Broken Arrow will provide space for the copiers, electrical power, paper, and a network connection if required. All other expenses for the operation are to be the responsibility of the Contractor and shall be included in the cost per month proposal.
- Developer, toner, or other consumables which are the responsibility of the Contractor's service personnel will be provided as needed during repair calls or regular preventive maintenance. All supply items furnished under this approach shall remain the property of the Contractor. Supplies shall be delivered in sufficient quantities to operate all equipment for a minimum of thirty days. All supplies shall be original equipment manufacturer (OEM).
- All repair parts for shall be included in the cost per month proposal.

DISTRIBUTION OF SUPPLIES

- Contractor shall be responsible for the distribution of supplies (as previously defined) to each copier location to insure adequate amounts of supplies are always on hand for individual locations.
- Vendor must deliver, with each new copier that is installed, a start-up kit containing three months' worth of supplies, at no charge. The required number of supplies will be based upon the stated monthly copy/print volume of the designated machine. Deliveries shall be delivered to each individual building.
- Each site will contact the Vendor to reorder supplies. Within five days, Vendor will ship the requested amount, minimally a two-month supply (based upon the machine's average monthly copy volume) to each site at no charge.

DELIVERY AND INSTALLATION

- The sites should not require any modification or preparation as most already have a copier in use. Any proposed modification must conform to OSHA requirements and are subject to the City of Broken Arrow's approval prior to the placement of any copier at any location.
- The Vendor is responsible for installation. Installations shall comply with applicable rules of the National Electric Code. All electrical materials shall be UL approved or certified as being in compliance with the rules of the National Electric Code and meeting or exceeding standards of the Underwriter's Laboratories, Inc.
- The City of Broken Arrow will not make nor allow others to make alterations to the equipment or remove equipment other than as may be authorized by the owner or mutually agreed upon in change of site conditions.
- Surge protectors will be provided by the Vendor.
- Contractor shall bear all costs of transportation, packing, crating, delivery, installation, storage, and service under warranty, F.O.B. destination; to the appropriate designated delivery location to include optional equipment. The costs of delivery, cartage, temporary storage, off-loading costs, and insurance are the responsibility of the Contractor.
- Contractor is required to remove any and all packaging/shipping materials related to the unit.

ACCEPTANCE AFTER INSTALLATION

- Each copier and accessory shall be subject to an acceptance test, and shall be deemed to have passed such acceptance test, if and when, after installation of the equipment at the City of Broken Arrow premises:
- The successful Vendor or its authorized representative has executed diagnostic routines on the equipment and certifies to the City of Broken Arrow that the equipment is ready for use by the City of Broken Arrow.
- For a period of ten (10) consecutive business days, each containing at least seven (7) hours of operational use time, the equipment has maintained an effective level of performance of at least 95%.
- The successful Vendor shall execute on the equipment the tasks and verification procedures as the City of Broken Arrow may require enabling the City of Broken Arrow to determine that the equipment performs in accordance with the City of Broken Arrow's requirements and the manufacturer's specifications.
- Upon termination of lease, there shall be no return or freight charges. It shall be the responsibility of the Contractor to remove machines from each City location and bear all costs of transportation, packing, crating, storage, and service F.O.B. destination; to the appropriate designated delivery location to include optional equipment. All associated costs to remove equipment upon termination of contract shall be the responsibility of the Contractor.

BILLING

- The City of Broken Arrow requires a single invoice for all machines included in this contract. All base billing will be based on a calendar month.
- The Vendor shall submit with the invoice an itemized report showing, at minimum, the Department or Division location of each machine by model and serial number with lease charges, maintenance cost, credits, and any optional equipment for each machine.
- Billing shall be on or before the 15th of the month.

READING AND COPY ALLOWANCE

The Contractor will develop a system of, and be responsible for, collecting meter readings and will develop a suitable method for recording the number of bad copies or copies run in the course of maintenance being performed. The number of bad copies or maintenance generated copies shall be shown as a credit against the total number of copies indicated on each machine.

REPORTING

The Contractor shall report information quarterly to the contract administrator in a single report. The report should include department name, location, contact person, copier model, copier ID number and accessories, number of copies made per quarter and monthly average volume. The Contractor shall modify this report at the request of the City of Broken Arrow.

INVENTORY REPORTS

Vendor shall compile and maintain a database or spread sheet tracking the equipment leased and maintained under any contract resulting from this proposal. It is to be provided to the Network Systems Manager (December 31, March 31, June 30 and September 30), preferably by email. Information shall include, at a minimum, the following information on each machine:

- Site name
- Manufacturer and model
- Serial number
- Date machine was installed
- Date machine was removed
- Cost per copy/print
- Number of copies/prints
- Location at site
- Quarterly meter readings
- Monthly charges

SERVICE REPORTS

Proposals shall also include provisions for quarterly service reports to be provided to the Contract Administrator that will provide a maintenance record and a reliability percentage for each machine. These reports can be emailed or provided via a portal that we can access at any time. Reports should include, at a minimum, the following information on each machine:

- Machine location and address
- Manufacture, model and serial number
- Usage volumes - quarterly, average six month, and average twelve month
- Total downtime for each month
- Actual response time for each service call
- Complete service call record for the last six service calls per unit
- Number of service calls per month/per unit
- Average response time to service calls
- Average downtime per service calls
- Details of major service problems and service reports must be provided upon request

EVALUATION

Vendor shall review the copier volume categories and make recommendations based on the over usage/under usage of the machines to the contract administrator quarterly. The City of Broken Arrow reserves the right to accept, delay or reject the vendor's recommendation.

PROPOSAL SUBMISSION REQUIREMENTS

Vendor must submit its proposal strictly in accordance with the following format and all instructions and requirements contained in this proposal. Failure to submit a proposal on the proposal forms provided for that purpose may be cause for rejection. Return of the complete document is required. Modification of or additions to the General Terms and Conditions of this solicitation may be cause for rejection; however, the City of Broken Arrow reserves the right to decide on a case basis whether to reject such a proposal.

The following shall be included with the proposal:

- One original proposal agreement for review of legal terms and conditions: Vendor must indicate age and location of business and describe the vendor's facilities and warehouses, their locations and the product lines stocked at those locations. It shall also state the total number of active employees (not to include managers/supervisors) whose primary responsibility is for selling and servicing copiers that will allow for the service of machines under this proposal within the four-hour service response requirement.
- Vendor Qualifications Letter: Describe your technician qualifications and the proposed timing of user training, and provisions for on-site, ongoing, on-request training, level or service provided, etc.
- Manufacturer's Letter: Vendor must include with the response, a certification from the manufacturer, executed by a corporate officer, stating that the Vendor is an authorized representative for the manufacturer. Where Contractors are offering multiple brands or represent more than one manufacturer, the City of Broken Arrow requires a statement from the respective Manufacturer outlining the support that they will provide the Contractor.
- Brochures: Provide a product data sheet (brochure and/or web site) for each machine presented for consideration along with pricing.
- References: Provide three references from the Tulsa/Broken Arrow metropolitan area where you currently service 25 or more multifunctional copiers

AWARD CRITERIA

- **ORAL PRESENTATION:** Vendors who submit a proposal in response to this RFP may be asked to give an oral presentation/interview of their proposal to the City of Broken Arrow. This provides an opportunity for the Vendor to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The IT Project Manager will schedule the time and location of these presentations. Oral presentations are strictly an option of the City of Broken Arrow and may or may not be conducted. All travel expenses to and from the presentation shall be at the vendor's expense.
- **AWARD OF CONTRACT:** Selection shall be made of one or more Vendor(s) deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors identified above. Negotiations shall be conducted with the Vendor(s) so selected. After negotiations have been conducted with each Vendor so selected, the City of Broken Arrow shall select the Vendor which, in its opinion, has made the best proposal, and shall award the contract to that Vendor. The contract will be awarded in the manner deemed most advantageous to the City of Broken Arrow. This award establishes a primary source of supply and does not constitute a sole source contract. The City of Broken Arrow reserves the right to make incremental purchases from other suppliers as special circumstances may warrant.

GENERAL TERMS AND CONDITIONS

- **CONTRACT PROVISIONS:** It is mutually agreed by and between The City of Broken Arrow and the Vendor that the City of Broken Arrow's acceptance of the Vendor's proposal, and the resulting final contract contain by reference all specifications, terms, and conditions in this RFP except as may be formally detailed and amended in the final contract. Any exceptions taken by Vendor not formally included in the final contract will not be a part of the contract. Therefore, in the event of a conflict between the terms and conditions of this RFP and information submitted by the vendor, the terms, and conditions of this RFP and the resulting agreement/contract will govern.
- **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the State of Oklahoma. The contractor shall comply with applicable federal, state, and local laws and regulations.
- **ASSIGNMENT OF CONTRACT:** A contract shall not be assigned or subcontracted by the contractor in part of whole without the written consent of The City of Broken Arrow.
- **CHANGES TO THE CONTRACT:** The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as part of their written agreement to modify the scope of the contract.
- **ERRORS OR OMISSIONS:** The proposing vendor shall not be allowed to take advantage of any errors or omissions in the specifications. Where errors or omissions occur in the specifications, the vendor shall promptly notify the contact person listed. Inconsistencies in the specifications are to be reported before proposals are submitted.
- **TAX EXEMPTION:** The City of Broken Arrow is exempt from the payment of sales/use taxes. The price submitted must be net, exclusive of sales use taxes. When under established trade practice, any federal excise tax is included in the list price; Vendor may quote the list price and shall show separately the amount of federal excise tax, either as a flat sum or as a percentage of the list price, which shall be deducted by The City.

SPECIAL TERMS AND CONDITIONS

The lease and maintenance costs will include the cost of lease documentation fees, if any, equipment, maintenance, and all operating supplies except paper (i.e. all toner, developer, fuser oil, etc.). Additionally, the proposed price per month shall include all costs associated with the administration of the service, including, but not limited to all copiers, delivery, installation, training, dedicated technician(s), all supplies needed to operate the copiers, delivery of supplies and removal of the equipment upon termination of the resultant contract or purchase order.

The following terms should be included in the proposed contract:

Irrevocable Offer. Seller understands and acknowledges that its signature on this Agreement constitutes an irrevocable offer to provide the Goods and/or Services. There is no contract unless and until City's Mayor executes this Agreement accepting Seller's Offer. No City officer, employee or agent except the Mayor has the authority to award contracts or legally obligate the City to any contract. Any Goods and/or Services Seller provides to City before this Agreement is executed by City shall be at Seller's risk, and City shall have no obligation to pay for any such Goods and/or Services provided before this Agreement is executed by City.

Documents Comprising the Agreement. This Purchase Agreement includes the entire RFP (i.e., the entire request for proposal, which includes but is not limited to the Affidavits, Instructions, Terms and Conditions, Specifications, and any addenda or amendments and Seller's Offer, and such are incorporated herein as if set forth at length herein. In the event of conflicting or ambiguous language, the parties shall be governed first according to RFP, and second according to the proposal/lease/maintenance agreement.

Warranties. Seller expressly warrants that all Goods and/or Services covered in the Agreement will conform to the specifications attached and incorporated herein, and further warrants that the same shall be of good materials and workmanship and free from defects for either a minimum of one year from the date of acceptance or installation by City, whichever is later, or for such period beyond one year as the Seller may provide in its Offer. In no event shall Seller be allowed to disclaim or otherwise limit the express warranties set forth herein.

Warranty Remedies. City shall notify Seller if any of the Goods and/or Services fails to meet the warranties set forth above, and Seller shall promptly correct, repair or replace the same at Seller's sole expense. Notwithstanding the foregoing, if such Goods and/or Services shall be determined by City to be defective or non-conforming within the first thirty (30) days after the date of acceptance by City, then City at its option shall be entitled to a complete refund of the purchase price and, in the case of Goods, shall promptly return such Goods to Seller, Seller shall pay all expenses related to the return of such Goods to Seller.

No Indemnification by City. Seller 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 Seller harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys' fees and costs. In addition, Seller shall not limit its liability to City for actual loss or direct damages for any claim based on a material 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.

Indemnification by Seller. Seller 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 appliances, products or processes provided by Seller hereunder. Seller shall pay all royalties and charges incident to such patents.

No Insurance by City. If City is leasing Goods herein, City shall not be required to obtain insurance for Seller's property. Seller shall be solely responsible for any Insurance it deems necessary. City is self-insured for its own negligence, subject to the limits of the Governmental Tort Claims Act (51 O.S. § 151 et seq.).

No Confidentiality. Seller understands and acknowledges that City is subject to the Oklahoma Open Records Act (51 O.S. § 24.1 et seq.) and therefore cannot assure the confidentiality of contract terms or other information provided by Seller pursuant to this Agreement that would be inconsistent with City's compliance with its statutory requirements thereunder.

Right to Audit. The parties agree that books, records, documents, accounting procedures, practices, price lists or any other items related to the Goods and/or Services provided hereunder are subject to inspection, examination, and copying by City or its designees. The vendor is required to 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.

Severability Provision. If any term or provision herein is determined to be illegal or unenforceable, the remainder of this Agreement will not be affected thereby. It is the intension of the parties that if any provision is held to be illegal, invalid, or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible to be legal, valid and enforceable.

The undersigned individual states that s/he has authority to bind Seller to this Agreement that s/he has read and understands the terms of this Agreement, and that Seller agrees to be bound by this Agreement and its incorporated documents and Seller's Offer.

End of specifications.