



CITY OF  
**Tulsa**  
A New Kind of Energy.™

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March 5, 2010

## Addendum #1

Please note the following changes which have been made for clarification to this Invitation For Sealed Bid. This addendum must be listed as Addendum #1 on Form #6 of the bid package as verification that you have received and are aware of the information contained herein.

Answers to questions from vendors:

Question 1:

Bid fails to include how many people need to be interviewed over how many days - which is important in submitting a bid like this. So how many video interviews are expected, covering how many days?

**Answer 1:**

**Conduct five interviews over a period of a week at three different sites.**

**(1) Tour two (2) of the wastewater treatment plants, shooting footage of the treatment process and plant infrastructure.**

**(2) While at each plant for the tour, tape two (2) interviews, one with the plant manager and one with an operator selected by the plant manager.**

**(3) The COT Deputy Director of Wastewater Operations should also accompany photographer on at least one tour for an interview and video footage.**

**(4) Conduct an interview with the Board Chair of the T.M.U.A., either at City Hall or at a treatment plant.**

**(5) Conduct an interview with the COT Public Works Director, either at City Hall or at a treatment plant.**

**Film a minimum of (2) main line and manhole maintenance/repair activities at 1-2 work sites in the Tulsa system. Obtain footage of work underway and possibly an interview with the site supervisor.**

**Be able to respond to a phone call alerting you to a rain event (when rain is falling at a rate of more than 1 inch per hour). You will need to drive to a site designated by a Public Works Deputy Director and film the sewage overflow at a manhole or pump station, possibly during the actual rain event, or immediately following.**

Question 2

How many nights and weekends will be needed - can you explain further?

**Answer 2:**

**It depends on the timing of the 'rain event' described in the response to Question One. If the rain event happens during the day and during the regular work week (Monday through Friday) there will be no need to film at night or on weekends. However, during the contract period, if the rain event should happen at night or over the weekend, that is when the footage would need to be shot.**

**In other words, the time for the shooting of the 'rain event' can not be scheduled or predetermined.**

**FORM #6 (PAGE 1 OF 1)**  
**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 Bid Packet and will become a part of any resulting contract.

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

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**Sign Here** ► \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



CITY OF  
**Tulsa**  
*A New Kind of Energy™*

**CITY OF TULSA**  
**Communications/ TMUA**

**REQUEST FOR PROPOSAL**  
**09-741**

Professional Services of a videographer to create visual records of  
the Wastewater System for the City of Tulsa

**NIGP CODE 915-09**

Submit proposals to:  
Office of the City Clerk  
City of Tulsa  
175 E. 2<sup>ND</sup> St.  
Suite 260  
Tulsa, OK 74103

## **I. STATEMENT OF PURPOSE:**

With this Request for Proposal (RFP), we are searching to a secure professional local videographer to create visual records of problems in the wastewater system within the city limits of Tulsa to educate the TMUA board members, Council and media through presentations,

We enthusiastically look forward to receiving your proposal.

## **II. INSTRUCTIONS FOR SUBMITTING A PROPOSAL:**

### **A. General Requirements**

The sealed proposal must be received by **5:00 p.m. on Wednesday, March 10, 2010, Central Daylight Time**. Please place proposals in an envelope or box clearly labeled **“RFP 09-741 - Professional Services of a videographer to create visual records of the Wastewater System for the City of Tulsa”**

1. Proposals must be sent to:

**Office of the City Clerk  
City of Tulsa  
175 E. 2<sup>nd</sup> St.  
Suite 260  
Tulsa, OK 74103**

2. All interested Respondents are required to register with the Senior Buyer, Cathy D. Evans, in order to receive updates, addenda or any additional information required. The City is not responsible for any failure to register.
3. Inquiries to the Buyer requesting clarification regarding the Request for Proposal or the content therein must be made via e-mail and must be received prior to the end of the business day on Thursday, February 25, 2010.

**Cathy D. Evans, Senior Buyer  
cdevans@cityoftulsa.org**

Any questions regarding this RFP will be handled as promptly and as directly as possible. If a question requires only clarification of instructions or specifications, it will be handled via e-mail. If any question results in a material change or addition to the RFP the changes or additions will be forwarded to all registered Respondents as quickly as possible by addendum. Respondents should not contact the Mayor, members of his staff or any City employee other than the Buyer regarding this RFP.

4. Respondents shall designate a contact person, with appropriate contact information, to address any questions concerning their proposal. The Respondents shall also state the name and title of individuals who will make final decisions regarding contractual commitments and have legal authority to execute the contract on the Respondent's behalf.

**B. General Notifications**

1. 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.
2. All proposing entities shall comply with the Americans with Disabilities Act (ADA) and all proposals and a subsequent contract, if any, shall include the following statement:

“The Respondent shall take the necessary actions to ensure its facilities 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.”

3. The City of Tulsa also notifies all Respondents that the City has the right to modify the proposal and final selection of work product requirements as needed.
4. 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.
5. This Request for Proposal 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.
6. Contractor may not assign its obligations or rights under this Agreement except with the prior written consent of the CITY OF TULSA .This provision shall not prevent contractor from employing assistants, as Respondent may deem appropriate in the performance of the service hereunder.

7. Contractor shall comply with all federal, state and local laws, ordinances and regulations pertaining to the services provided by this Agreement.
8. This Agreement shall be construed and enforced in accordance with the laws of the State of Oklahoma. Any legal action brought pursuant to this Agreement shall be instituted in the District Court of Tulsa County.

### **III. SCOPE OF WORK**

#### **A Services will include the following:**

1. Shoot video of system failures in emergencies as they arise. This would include night and weekend incidents that occur in the system as a result of rain or other events.
2. Edit footage
3. Conduct and digitally film interviews with Public Works staff regarding operations of the plants and infrastructure needs.
4. Accompany Public Works staff on walk-through of the wastewater plants.
5. Observe and digitally film main line and manhole maintenance activities.

### **IV. TIME FRAME FOR REVIEW:**

It is anticipated the contract will be signed as soon as possible after an award recommendation is made. The completed program shall be limited to a maximum of five minutes and be designed to educate TMUA board members, Council and media through presentations during the budget preparations for FY 2011. A completed program is due to the TMUA no later than April 1, 2010.

### **V. DELIVERABLES:**

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

- A. A 5-minute program including interviews and narration explaining the status and critical nature of the infrastructure repairs needed to maintain and upgrade the system to remain in compliance with federal regulations and prevent future consent decrees from the ODEQ.

## **VI. FIRM AND PROPOSAL REQUIREMENTS**

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

- A. One (1) original and four (4) copies of the proposal.
- B. A description of previous projects or personnel that will be assigned has conducted for organizations of similar size and complexity. Provide contact names and telephone numbers of references from these organizations.
- C. 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.
- D. Any expenses incurred by the Respondent(s) in appearing for an interview or in any way in providing additional information as part of the response to this Request for Proposals 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.

## **VII. EVALUATION OF PROPOSALS:**

A panel consisting of not less than three (3) 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 firm 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.

## **VIII. AWARD OF PROPOSAL:**

- Capabilities and experience of the vendor (25 points)
- Qualifications and experience of the personnel who will provide services to this contract (25 points)
- Ability to meet scheduled date (20 points)
- Verifiable references (10 points)
- Cost (20 points)

## **IX. MISCELLANEOUS**

- A. Your response to this RFP 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 RFP, 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 firm'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 consultant and/or team of consultants assigned to the City account.
- E. The City assumes no responsibility or liability for any costs you may incur in responding to this RFP, including attending meetings or contract negotiations.
- F. 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:

[www.cityoftulsa.org/OurCity/documents/OpenRecordsActPolicy.pdf](http://www.cityoftulsa.org/OurCity/documents/OpenRecordsActPolicy.pdf)

Further, your company will be bound to comply with the provisions set forth in this RFP unless any and all deviations are explicitly stated in your proposal. The City shall not infringe upon any intellectual property right of any vendor, but specifically reserves the right to use any concept or methods contained in the proposal. Any desired restrictions on the use of information contained in the proposal should be clearly stated. Responses containing your proprietary data shall be safeguarded with the same degree of protection as the City's own proprietary data. All such proprietary data contained in your proposal must be clearly identified. The City shall not be under any obligation to return any materials submitted in response to this RFP.

- G. The City expects to enter into a written Agreement (the "Agreement") with the chosen vendor that shall incorporate this RFP and your proposal. In addition to any terms and conditions included in this RFP, the City may include in the Agreement other terms and conditions as deemed necessary.

### **City of Tulsa General Contract Terms**

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It is anticipated that the City of Tulsa will enter into a contract with the selected contractor for an initial term ending one (1) year from the date of its execution by the City's Mayor. All contracts entered into by the City of Tulsa shall include, but not be limited to, the following general 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 1<sup>st</sup> to June 30<sup>th</sup>) 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 thereunder.
7. **Compliance with Laws.** Contractor shall take the necessary actions to ensure its operations in performance of this contract and employment practices are in compliance with the requirements of the Americans with Disabilities Act. Contractor is responsible for any costs of such compliance. Contractor shall be responsible for complying with all applicable federal, state and local laws, including but not limited to U.S. immigration laws.

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 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.

**The undersigned agrees to the inclusion of the above provisions, among others, in any contract with the City of Tulsa.**

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

## Price Sheet Summary

**Price per hour**

**\$ \_\_\_\_\_**

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# 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 bid to which this statement is attached.
2. I am fully aware of the facts and circumstances surrounding the making of Seller's Bid to which this statement is attached, and I have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the Seller nor anyone subject to the Seller's direction or control has been a party:
  - a. to any collusion among Respondents 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 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: \_\_\_\_\_

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

