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CITY OF TULSA
FINANCE DEPARTMENT

REQUEST FOR PROPOSAL
TAC-968
Addendum #3

PROFESSIONAL CONSULTING SERVICES FOR
Watershed Characterization Program

NIGP CODE 968-92

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

Tulsa, OK 74103

Addendum #3 (issued 1-25-12)

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

Changes/Clarifications/questions:

1. Question: I have 2 questions that have arisen, based on the two Addendums. Both of my questions are related to the “Analytical Monitoring Program” and reports. According to the permit, the Watershed Characterization Program has 2 elements:
 - a. Analytical Monitoring Program (sampling for 19 parameters at ≥ 1 location per watershed in at least 6 watersheds per year)
 - b. Biological Monitoring Program (physical habitat, fish, and benthic macroinvertebrate assessments **and** wet-weather field investigations if impacts are identified)

In Addendum #2, COT states that “The **analytical summary report** is what will be submitted for inclusion into the annual report for the city” and specifies that this is related to the **Analytical Monitoring Program**.

However, in the RFP, Deliverable #5 states “September 1st, 2012/ ongoing annually, the consultant will submit analytical summary reports detailing constituent loadings from representative storm events, if performed, during the permit year.” In this case, the Analytical Summary Report is the report required for wet-weather field investigations that would occur if biological impacts are identified. Please clarify which is correct. The first would require only statistical analysis (min, max, average), while the second “Analytical Summary Report” would require constituent loadings and event-mean concentrations.

Answer: The City of Tulsa believes that the only time loadings from analytical monitoring is going to be required, is if storm event monitoring is conducted. The only time storm event monitoring is going to be conducted was stated above, .."required for wet-weather field investigations that would occur if biological impacts are identified". If no storm event monitoring is conducted, no analytical summary report will be needed. If storm event monitoring is conducted, then the analytical summary report will be needed. Just because the task is in each year's price sheet, it does not mean that the task will be conducted during that year.

2. Question: Under Scope of Work Item #1, “The Consultant shall setup an **Analytical Monitoring Program**...provide assistance in collecting data and estimate pollutant loading and event mean concentration of each parameter sampled.” I am assuming that the consultant is actually setting up the entire **Watershed Characterization Program** (to include Analytical and Biological Programs) and when it the scope refers to “provide assistance in collecting data...” it is referring to biological and physical samples, as well as wet-weather

samples, but NOT to monthly samples collected for the Analytical Monitoring Program. Please confirm/clarify.

Answer: The consultant may be asked to assist in setting up the monthly analytical monitoring program initially, including drafting the SOPs, QAPP and DQOs. With the pending deadline of April 16th, 2012, for submittal of this program to ODEQ, the city is in the process of inspecting all 30 watershed and locating the most appropriate monitoring sites. The actual monthly monitoring, analysis and data management will be conducted by city staff. But, the city will expect the consultant to act as an expert in regards to additional required monitoring, such as wet weather sampling, providing assistance in setting up that monitoring and completing associated reports as well.

3. Question: I understand this to mean that the Analytical Summary Reports are not related to the **Analytical Monitoring Program**, which is to be conducted monthly, regardless of whether wet-weather investigations are needed. The price sheet no longer includes any Water Quality Reports. Is the consultant no longer responsible for interpreting and reporting the results of the Analytical Monitoring Program (monthly samples not related to wet weather)?

Answer: As a contractor you may be asked to assist the City with the creation of a report that will be submitted with the annual report using the monthly analytical monitoring data. Depending on the amount of work completed by the contractor, either the analytical Summary Report price or the Miscellaneous Costs price could be used. As far as pollutant loadings and storm event monitoring, the Permit is very confusing. The city believes that only storm event monitoring and pollutant loading is required due to identification of an impairment based upon the watershed characterization results.

Addendum #2 (issued 1-24-12)

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

Changes/Clarifications/questions:

1. Question: Our understanding of the purpose and scope of the water quality sample collection are to characterize the water quality of the receiving stream and not to monitor discharges from outfalls. Is this correct?
Answer: This assumption is correct.
2. Question: In the price sheet summary:
What is the difference between a Water Quality Report and an Analytical Summary Report?
Answer: The analytical summary report is what will be submitted for inclusion into the annual report for the city.
 - (1) *Analytical Monitoring Program*: The permittee(s) shall identify, investigate, and address areas within their jurisdiction that may be contributing excessive levels of pollutants to the MS4. The monitoring program:
 - (a) Shall screen the MS4, in accordance with the procedures specified in the SWMP.
 - (b) Shall specify the sampling and non-sampling techniques to be used for initial screening and follow-up purposes. Sample collection and analysis need not conform to the requirements of OAC 252:606-1-3(b)(7) adopting and incorporating by reference 40 CFR Part 136. However, samples taken to confirm (e.g. in support of possible legal action) a particular discharger is a source of significant quantities of pollutants should conform to the requirements of OAC 252:606-1-3(b)(7) [40 CFR Part 136].

Water Quality Report will include all other data along with the analytical data and determine if the water body is impaired.
3. Question: Is it correct to assume that Biological Collections Reports, Water Quality Reports, and Analytical Summary Reports will be annual data reports that provide only raw data and data summaries?
Answer: Yes, but the data will be interpreted to determine impairment if any.
4. Question: Is it correct to assume that the Watershed Characterization Reports will be separate reports for each watershed (i.e. about 8 per year) that provide the interpretation and evaluation of the water quality and biological data?
Answer: Yes.
5. Question: Development of pollutant loading estimates (Scope of Work Item A. 1.) typically includes both concentration and flow data. I understand from the addendum

that only concentration data will be collected. Maybe I'm reading this wrong, but we would recommend collection of flow data if loading is truly a desired outcome.

Answer: Flow data will need to be collected. This is something that the Seller will need to assist with until the City is able to perform this function.

6. Clarification: A floodplain map has been added to the Purchasing website www.cityoftulsapurchasing.org under bid opportunities next to TAC968.
7. Price Sheet Summary page has been changed to add clarity.

Addendum #1 (issued 1-20-12)

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

Changes/Clarifications/questions:

1. Question: We are considering preparing a response to Request for Proposal TAC-968, Professional Consulting Services for Watershed Characterization Program. In previous efforts to respond to RFPs from the City of Tulsa we have found that the City requires that the contractor have an office located in Tulsa. Is this a requirement of this RFP? No mention of it is made in the RFP, but it is something we would have to be 100% certain about.
Answer: No, it is not a requirement of this RFP that the contractor have a local office.
2. Questions:
 - a) Will the analytical monitoring sample collection be done using a automated sampling station or by persons? Answer: By person. The city employees will be collecting the analytical samples and running them in our lab.
 - b) Does the City or will the City also be collecting flow data associated with the analytical monitoring or is flow monitoring/equipment also included in the Contractor's scope? Answer: The city will not take flow monitoring data when performing the analytical monitoring, only during the biological assessment is flow monitoring required by the permit. Flow data is up to the contractor.
 - c) What specifically does the City anticipate to be included with the Physical Assessment? For example, would this include in the field outfall or other mapping and door-to-door assessments or will it be based upon existing mapping (land use, permitted outfalls, etc) and data? Answer: Current mapping will be used.
3. Question: On Page 4, Part III.A.1, the scope of work states "provide assistance in

collecting data and estimate pollutant loading and event mean concentration of each parameter sampled.” Could you please clarify the extent of assistance to be included in the scope (i.e., how many locations and how often the Consultant would be needed to collect water quality samples [all 12 months at 8 locations?]; the number of parameters). I do not see water quality sample collection included in the price summary worksheet, so perhaps this assistance should be included as an as-needed service.

Answer: We will not know the extent of assistance needed until an event has occurred initiating a wet weather / storm event. Below is the list of parameters. It is anticipated that City of Tulsa personnel will be performing the analytical monitoring and analysis. We have added an area for pricing this on the Price Sheet Summary page.

PARAMETER(S) ¹	REPORT FOR EACH MONITORING PERIOD (each sample type)			SAMPLE TYPE(S)	
	Min.	Avg.	Max.		Grab
Biochemical Oxygen Demand (BOD ₅) (mg/L)		Yes	Yes		Yes
Chemical Oxygen Demand (COD) (mg/L)		Yes	Yes		Yes
Oil and Grease (mg/L)		Yes	Yes		Yes
Total Suspended Solids (TSS) (mg/L)		Yes	Yes		Yes
Total Dissolved Solids (TDS) (mg/L)		Yes	Yes		Yes
Total Nitrogen (mg/L)		Yes	Yes		Yes
Total Kjeldahl Nitrogen (TKN) (mg/L)		Yes	Yes		Yes
Total Phosphorus (mg/L)		Yes	Yes		Yes
Dissolved Phosphorus (mg/L)		Yes	Yes		Yes
Total Cadmium (ug/L) (MQL 1 ug/L)1		Yes	Yes		Yes
Total Copper (ug/L) (MQL 10 ug/L) 1		Yes	Yes		Yes
Total Lead (ug/L) (MQL 5 ug/L) 1		Yes	Yes		Yes
Total Zinc (ug/L) (MQL 20 ug/L) 1		Yes	Yes		Yes

Fecal Coliform (colonies/100 ml)		Yes	Yes		Yes
E. Coli (colonies/100ml)		Yes	Yes		Yes
Diazinon		Yes	Yes		Yes
pH (S.U.)	Yes		Yes		Yes
Hardness (as CaCO ₃) (mg/L)	Yes	Yes	Yes		Yes
Temperature (°C)	Yes	Yes	Yes		Yes

4. Question: A1- Will the consultant or City of Tulsa personnel be responsible for monitoring watersheds, or is the consultant only responsible for providing methodology (design and implementation)? If the program is 5 years, why are a minimum 8 watersheds sampled annually—shouldn't this be 6? What are the parameters to be sampled? How many sites will be required per watershed?
 Answer: The city will be performing the chemical analysis and the consultant will provide the location of sampling and report writing. The reason for the 8 sites is due to the fact the permit went into effect on OCT 2011. The first year there is no sampling, it is logistics and implementation of the program so it leaves four years to monitor the 30 watersheds.

5. Question: A2- Same questions as in A1 regarding number of watersheds and number of sites to sample. Will this assessment require the development of local reference sites or will it allow for generalized available reference condition/sites to be used? Will this include a reach-wide habitat assessment for each fish collection or for each biological collection visit (are 1 or 2 required per watershed)?
 Answer: Development of sites. 2 are required per watershed.

6. Question: Please describe further what is entailed in a "physical assessment."
 Answer: Physical assessment includes documentation of general land use, description of the stream origin and type, summary of the riparian vegetation features, and measurements of instream parameters such as width, depth, flow, and substrate. What ever is required standardized bio assessment protocol to maintain compliance.

7. Question: Is the consultant the lead entity in developing/implementing wet weather field investigations?
 Answer: The consultant will be the lead but City of Tulsa personnel will be performing most sampling.

8. Question: Cost Estimate
 - a. Are the price sheet summaries required to be completed?
 Answer: Yes
 - b. Because anticipated inflationary costs cannot be quantified (years 3-5), can these estimates include a range of costs?

Answer: It needs to be a not to exceed cost, which will be used to evaluate the total cost.

c. Can a generalized cost per episode be used for wet weather investigations?
The number of these investigations is not spelled out in ITB.

Answer: We will not know we need to perform wet weather until an event has occurred. Item has been added to the Price Sheet Summary page.

9. Questions:

a. Can you provide a map of the watersheds to be evaluated?

Answer: Respondents can view the map “A general guide to Regulatory Floodplains” online on the City’s website: www.cityoftulsa.org.

b. Does the City anticipate that any of the sampling locations must be accessed by boat?
Answer: No. Majority are shallow waterways, depends on site selected for assessment.

c. Are Data or reports from previous sampling events available?

Answer: Only wet weather and dry weather field sampling has previously been performed by COT but all data is on location.

d. The Price Sheets include a line item for SWMP, QAPP, DQO, and SOP development for each of the five years. Should we provide pricing for the first year only (will they be needed for years 2-5)?

Answer: Provide pricing for all five years.

e. Are the Analytical Monitoring Site Selection and Analytical Monitoring Schedule Development different deliverable/activities and should they be priced separately (a table cell was not provided for the site election item)?

Answer: It is technically one item.

10. **THE BID DUE DATE HAS BEEN EXTENDED TO FEBRUARY 1, 2012.**

11. The OPDES permit lists what items the seller has to perform to keep the City in compliance with ODEQ. Attachment I, the permit & Attachment II, the fact sheet, have been added to this proposal packet and are available on the City’s Purchasing Website www.cityoftulsapurchasing.org.

**ACKNOWLEDGMENT OF RECEIPT OF
ADDENDA/AMENDMENTS**

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

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

Sign Here ►

Printed Name: _____

Title: _____

Date: _____

I. STATEMENT OF PURPOSE:

With this Request for Proposal (RFP), we are searching to secure professional services to conduct a Watershed Characterization Program as required by the City of Tulsa (COT) OPDES Stormwater Permit (#OKS000201) and to provide training where needed. The City will conduct an objective comparison of your firm's experience, quality of work, innovative ideas, cooperation with client, and proposed cost against other submitted proposals. After conducting interviews with selected finalists, a firm will be chosen.

The City of Tulsa's OPDES permit (#OKS000201) with the Oklahoma Department of Environmental Quality regulates discharges of storm water from Tulsa's Municipal Separate Storm Sewer System (MS4) into the waters of the State of Oklahoma. Part IV of this permit requires the development of a comprehensive watershed characterization program. Within Tulsa, thirty (30) watersheds have been selected for assessment. Each watershed is to be assessed on a rotating basis with all thirty watersheds completed within the 5 year permit term.

We enthusiastically look forward to receiving your proposal.

II. INSTRUCTIONS FOR SUBMITTING A PROPOSAL:

A. General Requirements

1. The proposal must be received by **5:00 p.m. on Wednesday, February 1, 2012, Central Daylight Time**. Please place proposals in an envelope or box clearly labeled "**RFP TAC-968 Professional Consulting Services for Watershed Characterization**."
2. Proposals should be sent to:

Deputy City Clerk
City of Tulsa
175 E. 2nd St.
Suite 260
Tulsa, OK 74103
3. All interested Respondents are required to register with the Buyer, Darla Harvey, in order to receive updates, addenda or any additional information required. The City is not responsible for any failure to register.
4. Inquiries to the Buyer requesting clarification regarding 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 January 25th, 2012.

Darla Harvey, Buyer
darlaharvey@cityoftulsa.org
Phone: 918-596-7553
FAX: 918-699-3086

5. 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 verbally. If any question results in a change or addition to the RFP, the changes or additions will be forwarded to all registered Respondents as quickly as possible by addendum.
6. Respondents shall designate a contact person, with appropriate contact information, to address any questions concerning a 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 respondents shall comply with the terms of Title 5 of Tulsa Revised Ordinances relating to minority, female, disadvantaged and BRIDGE program business utilization and equal employment opportunity.
3. All respondents 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.”

4. 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.

5. Although it is the City's intent to choose only the most qualified Respondents to interview, the City reserves the right to choose any number of qualified finalists for interview and/or final selection.
6. This 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.
7. The effective date of contract is anticipated to be March 2012. The successful vendor will be awarded a one year agreement, with the option to renew, if mutually agreeable to both parties, for four additional one-year periods.
8. The Consultants performance will be based on the City of Tulsa's compliance with OPDES permit # OKS000201 and education of City of Tulsa personnel.

III. SCOPE OF WORK

A. At any time the City of Tulsa Surface Drainage/Vegetation Management (SD/VM) may decide to conduct one or all of the required functions.

1. The Consultant shall setup an Analytical Monitoring Program to include a minimum of 8 watersheds sampled monthly for 1 year. A total of 30 watersheds will be sampled over the five year permit term. The Consultant shall conduct inspections of all watersheds and select monitoring sites for all 30 watersheds for analytical monitoring; Draft Standard Operating Procedures (SOPs), Quality Assurance Project Plan (QAPP) and Data Quality Objectives (DQOs); Provide assistance in collecting data and estimate pollutant loading and event mean concentration of each parameter sampled.
2. The Consultant shall conduct a biological assessment of each watershed identified as per permit#OKS000201. Draft SOPs, QAPP and DQOs. The Consultant shall use their own equipment and obtain all necessary aquatic wildlife collection permits from appropriate Federal and /or state agencies. This assessment shall include 8 fish collections (1 per each watershed annually) with analysis and 16 benthic macro invertebrate collections (2 per watersheds annually) with analysis. Gather all pertinent data and present data in report format. The in-stream biological assessment will follow Oklahoma's Standardized Bioassessment Protocol.
3. The Consultant shall conduct a physical assessment of each watershed identified as per City of Tulsa permit # OKS000201. These include Draft SOPs, QAPP and DQOs. The Consultant shall use their own equipment to gather all pertinent data.

4. The Consultant shall draft reports that pertain to the Watershed Characterization Program as required by permit #OKS000201. These reports shall include an evaluation of pollutants discharged and conditions of watershed including impacts. All reports will be created in coordination with COT SD/VM personnel. Final drafts will be submitted to SD/VM personnel for review by deadline specified.
5. The Consultant shall assist with a wet weather field investigation when impacts to a watershed are identified based on the results of the biological monitoring program. The contractor may be required to assist with a wet weather field investigation with the goal of determining the extent stormwater discharges contribute to the impacts.
6. The Consultant shall train COT SD/VM personnel on all facets of biological and physical assessments of watersheds in order to allow for COT personnel to eventually takeover these assessments. This training will include proper methods of collecting data, interpretation of the data collected, and any other area that may require training as it arises.

IV. TIME FRAME FOR REVIEW:

Activity	Date
RFP Issued	Tuesday, January 5 th , 2012
Deadline for Questions	Tuesday, January 25 th , 2012
Proposals Due	Wednesday, February 1, 2012
Finalist Interviews	Tuesday, February 7 th , 2012
Selection of Contractor	Thursday, February 9 th , 2012

V. DELIVERABLES:

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

- 1) March 30th, 2012 the consultant will assist SD/VM to submit a monitoring schedule for all sub-basins within the system that will result in characterization of all sub-basins within the 5 year term of the permit with monitoring to begin October 2012.
- 2) March 30th 2012, the consultant will recommend revisions and updates to the City of Tulsa's SWMP to reflect permit as it pertains to watershed characterization.
- 3) September 1st, 2012, the consultant will develop and implement a watershed characterization program in accordance to the City of Tulsa's Permit and submit a report capable of being submitted to the Oklahoma Department of Environmental Quality on behalf of the City of Tulsa. This report must include a QAPP. The Consultant will also provide relevant

SOPs and any other needed documentation to implement the program at this time.

- 4) September 1st, 2012/on going annually, provide a summary of relevant biological collections and water quality information, if applicable, collected for each permit year.
- 5) September 1st, 2012/ on going annually, the consultant will submit analytical summary reports detailing constituent loadings from representative storm events, if performed, during the permit year.
- 6) September 1st, 2012 complete aquatic habitat surveys at representative locations twice a year after completion of macroinvertebrates/fish collections in accordance with sample schedule developed as required by the permit.
- 7) September 1st, 2015 produce an assessment that includes the findings and impacts identified, response taken, and any modifications recommended to enhance the usefulness or efficiency of the program based on the results of the watershed characterization program.
- 8) During any time of the contract the consultant may be needed to provide expertise or follow-up activities when requested for the City of Tulsa to maintain compliance with permit # OKS000201. These services would be billable by the hour.
- 9) The consultant will provide onsite training to one or more SD/VM employees concerning all aspects of the watershed characterization program.

VI. FIRM AND PROPOSAL REQUIREMENTS

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

- A.** One (1) unbound original and five (5) bound copies of the proposal plus four (4) copies on CD-ROM.
- B.** A description of the firm's qualifications and experience and that of key personnel assigned to this project (and that of each firm proposed as part of the team). It is noted that equipment, material and staff shall be provided by the Respondent.
- C.** A description of previous projects that your firm (and those of each firm proposed as part of the team) has conducted for organizations of similar size and complexity. Provide contact names and telephone numbers of references from these organizations.
- D.** Provide a project schedule, identifying beginning and ending dates of work, as well as project target dates.

- E. To ensure that this project be completed in a timely manner, the City requires that the selected Respondent perform steps concurrently to expedite results and recommendations, as feasible.
- F. 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.
- G. 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 bidder.

1. Project understanding and planned approach including work assignments, critical tasks and schedule (20 points)
2. Your project teams capabilities and specialized experience related to design and implementation of this program. Include a summary of previous project experience and size of projects completed. For each project listed, include the name and telephone number of a responsible individual who may be contacted for a reference (20points)
3. Your project team's experience with education/training programs. Include in the discussion the target audience, type of information communicated, education materials developed, media used and length of program. Discuss how your team will incorporate a City of Tulsa education/training program (20 points)
4. Project team organization and resumes of personnel who will be directly involved in the project (20 points)
5. Summary of Cost for Proposal (20 Points)

VIII. AWARD OF BID:

The City may evaluate proposals based on those criteria identified in the Mayor's Executive Order No. 90-08 as factors to be considered in the review of proposals including:

1. Professional qualifications, specialized experienced and technical competence of the firm with respect to the types of service required;
2. Capacity and capability of the firm with respect to such factors as cost control, quality of work and ability to meet schedules;
3. Record of past performance with the City and other jurisdiction; (please provide references.)
4. Proximity to and familiarity with the area of service;
5. Qualifications and experience of the principals of the firm, managing professional and key staff professionals selected for the project;
6. Size and experience of the professional and technical staff with respect to the magnitude of the assignment;
7. Financial standing;
8. Estimated schedule for completion of the project.

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

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.

NON-COLLUSION AFFIDAVIT

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

STATE OF _____)
)ss.
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 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. 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 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.

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**

INTEREST AFFIDAVIT

STATE OF _____)

)ss.

COUNTY OF _____)

I, _____, of lawful age, being first duly sworn, state that I am the agent authorized by Seller to submit the attached Bid. Affiant further states that no officer or employee of the City of Tulsa either directly or indirectly owns a five percent (5%) interest or more in the Bidder's business or such a percentage that constitutes a controlling interest. Affiant further states that the following officers and/or employees of the City of Tulsa own an interest in the Bidder's business which is less than a controlling interest, either direct or indirect.

By: _____
Signature

Title: _____

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

Notary Public

My Commission Expires: _____

Notary Commission Number: _____

County & State Where Notarized: _____

The Affidavit must be signed by an authorized agent and notarized

Price Sheet Summary
Year one:

TASK	Unit Price
Analytical Monitoring Site Selection & Schedule Development; Part II (A)(13)(12)(a) and Part IV (A)(1) of the Permit	\$ p/site
Analytical Summary Reports; Part II (A)(13)(12)(c) of the Permit	\$ ea.
Macroinvertebrate Collections & Aquatic Habitat survey; Part II (A)(13)(13)(a) and Part IV (A)(2) of the Permit	\$ ea.
Macroinvertebrate Taxonomy	\$ ea.
Fish Collections; Part II (A)(13)(13)(a) and Part IV (A)(2) of the Permit	\$ ea.
Fish Taxonomy	\$ ea.
Biological Collections Reports; Part II (A)(13)(13)(b) and Part IV (A)(2)of the Permit	\$ ea.
Watershed Characterization Assessment Report; Part II (A)(13)(14)(a) of the Permit	\$ ea.
SWMP Revision; Part III (A)(1), as it pertains only to the Watershed Characterization program	\$ ea.
Quality Assurance Project Plan (QAPP), Data Quality Objectives (DQO) and Standard Operating Procedures (SOPs) Development; Part III (A)(3) of the Permit	\$ ea.
Wet Weather Field Screening / Water Quality Sample Collection Assistance; Part IV(A)(2)(d) of the Permit	\$ p/hour
Training to COT Employees	\$ p/hour
Miscellaneous Cost	\$ p/hour
Miscellaneous Cost	\$ p/hour
Miscellaneous Cost	\$ p/hour
Miscellaneous Cost	\$ p/hour

Price Sheet Summary
Year Two:

TASK	Unit Price
Analytical Monitoring Site Selection & Schedule Development; Part II (A)(13)(12)(a) and Part IV (A)(1) of the Permit	\$ p/site
Analytical Summary Reports; Part II (A)(13)(12)(c) of the Permit	\$ ea.
Macroinvertebrate Collections & Aquatic Habitat survey; Part II (A)(13)(13)(a) and Part IV (A)(2) of the Permit	\$ ea.
Macroinvertebrate Taxonomy	\$ ea.
Fish Collections; Part II (A)(13)(13)(a) and Part IV (A)(2) of the Permit	\$ ea.
Fish Taxonomy	\$ ea.
Biological Collections Reports; Part II (A)(13)(13)(b) and Part IV (A)(2)of the Permit	\$ ea.
Watershed Characterization Assessment Report; Part II (A)(13)(14)(a) of the Permit	\$ ea.
SWMP Revision; Part III (A)(1), as it pertains only to the Watershed Characterization program	\$ ea.
Quality Assurance Project Plan (QAPP), Data Quality Objectives (DQO) and Standard Operating Procedures (SOPs) Development; Part III (A)(3) of the Permit	\$ ea.
Wet Weather Field Screening / Water Quality Sample Collection Assistance; Part IV(A)(2)(d) of the Permit	\$ p/hour
Training to COT Employees	\$ p/hour
Miscellaneous Cost	\$ p/hour
Miscellaneous Cost	\$ p/hour
Miscellaneous Cost	\$ p/hour
Miscellaneous Cost	\$ p/hour

Price Sheet Summary
Year Three:

TASK	Unit Price
Analytical Monitoring Site Selection & Schedule Development; Part II (A)(13)(12)(a) and Part IV (A)(1) of the Permit	\$ p/site
Analytical Summary Reports; Part II (A)(13)(12)(c) of the Permit	\$ ea.
Macroinvertebrate Collections & Aquatic Habitat survey; Part II (A)(13)(13)(a) and Part IV (A)(2) of the Permit	\$ ea.
Macroinvertebrate Taxonomy	\$ ea.
Fish Collections; Part II (A)(13)(13)(a) and Part IV (A)(2) of the Permit	\$ ea.
Fish Taxonomy	\$ ea.
Biological Collections Reports; Part II (A)(13)(13)(b) and Part IV (A)(2)of the Permit	\$ ea.
Watershed Characterization Assessment Report; Part II (A)(13)(14)(a) of the Permit	\$ ea.
SWMP Revision; Part III (A)(1), as it pertains only to the Watershed Characterization program	\$ ea.
Quality Assurance Project Plan (QAPP), Data Quality Objectives (DQO) and Standard Operating Procedures (SOPs) Development; Part III (A)(3) of the Permit	\$ ea.
Wet Weather Field Screening / Water Quality Sample Collection Assistance; Part IV(A)(2)(d) of the Permit	\$ p/hour
Training to COT Employees	\$ p/hour
Miscellaneous Cost	\$ p/hour
Miscellaneous Cost	\$ p/hour
Miscellaneous Cost	\$ p/hour
Miscellaneous Cost	\$ p/hour

Price Sheet Summary
Year Four:

TASK	Unit Price
Analytical Monitoring Site Selection & Schedule Development; Part II (A)(13)(12)(a) and Part IV (A)(1) of the Permit	\$ p/site
Analytical Summary Reports; Part II (A)(13)(12)(c) of the Permit	\$ ea.
Macroinvertebrate Collections & Aquatic Habitat survey; Part II (A)(13)(13)(a) and Part IV (A)(2) of the Permit	\$ ea.
Macroinvertebrate Taxonomy	\$ ea.
Fish Collections; Part II (A)(13)(13)(a) and Part IV (A)(2) of the Permit	\$ ea.
Fish Taxonomy	\$ ea.
Biological Collections Reports; Part II (A)(13)(13)(b) and Part IV (A)(2) of the Permit	\$ ea.
Watershed Characterization Assessment Report; Part II (A)(13)(14)(a) of the Permit	\$ ea.
SWMP Revision; Part III (A)(1), as it pertains only to the Watershed Characterization program	\$ ea.
Quality Assurance Project Plan (QAPP), Data Quality Objectives (DQO) and Standard Operating Procedures (SOPs) Development; Part III (A)(3) of the Permit	\$ ea.
Wet Weather Field Screening / Water Quality Sample Collection Assistance; Part IV(A)(2)(d) of the Permit	\$ p/hour
Training to COT Employees	\$ p/hour
Miscellaneous Cost	\$ p/hour
Miscellaneous Cost	\$ p/hour
Miscellaneous Cost	\$ p/hour
Miscellaneous Cost	\$ p/hour

Price Sheet Summary
Year Five:

TASK	Unit Price
Analytical Monitoring Site Selection & Schedule Development; Part II (A)(13)(12)(a) and Part IV (A)(1) of the Permit	\$ p/site
Analytical Summary Reports; Part II (A)(13)(12)(c) of the Permit	\$ ea.
Macroinvertebrate Collections & Aquatic Habitat survey; Part II (A)(13)(13)(a) and Part IV (A)(2) of the Permit	\$ ea.
Macroinvertebrate Taxonomy	\$ ea.
Fish Collections; Part II (A)(13)(13)(a) and Part IV (A)(2) of the Permit	\$ ea.
Fish Taxonomy	\$ ea.
Biological Collections Reports; Part II (A)(13)(13)(b) and Part IV (A)(2)of the Permit	\$ ea.
Watershed Characterization Assessment Report; Part II (A)(13)(14)(a) of the Permit	\$ ea.
SWMP Revision; Part III (A)(1), as it pertains only to the Watershed Characterization program	\$ ea.
Quality Assurance Project Plan (QAPP), Data Quality Objectives (DQO) and Standard Operating Procedures (SOPs) Development; Part III (A)(3) of the Permit	\$ ea.
Wet Weather Field Screening / Water Quality Sample Collection Assistance; Part IV(A)(2)(d) of the Permit	\$ p/hour
Training to COT Employees	\$ p/hour
Miscellaneous Cost	\$ p/hour
Miscellaneous Cost	\$ p/hour
Miscellaneous Cost	\$ p/hour
Miscellaneous Cost	\$ p/hour

City of Tulsa General Contract Terms

It is anticipated that the City of Tulsa will enter into a contract with the selected vendor for an initial term ending one (1) year from the date of its execution by the City's Mayor, with five (4) one-year renewals available at the option of the City. 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 1st to June 30th) in which such Services are purchased. In the event City does not appropriate or budget sufficient funds to perform this Agreement, this Agreement shall be null and void without further action by City.
2. **No Indemnification or Arbitration by City.** Contractor understands and acknowledges that City is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, City shall not indemnify nor hold Contractor harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys' fees and costs. In addition, Contractor shall not limit its liability to City for actual loss or direct damages for any claim based on a breach of this Agreement and the documents incorporated herein. City reserves the right to pursue all legal and equitable remedies to which it may be entitled. City will not agree to binding arbitration of any disputes.
3. **Intellectual Property Indemnification by Contractor.** Contractor agrees to indemnify, defend, and save harmless City and its officers, employees and agents from all suits and actions of every nature brought against them due to the use of patented, trademarked or copyright-protected appliances, products, materials or processes provided by Contractor hereunder. Contractor shall pay all royalties and charges incident to such patents, trademarks or copyrights.
4. **General Liability.** Contractor shall hold City harmless from any loss, damage or claims arising from or related to the performance of the Agreement herein. Contractor must exercise all reasonable and customary precaution to prevent any harm or loss to all persons and property related to this Agreement.
5. **Liens.** Pursuant to City's Charter (Art. XII, §5), no lien of any kind shall exist against any property of City. Contractor agrees to indemnify and hold the City harmless from all claims, demands, causes of action or suits of whatever nature arising out of the services, labor, and material furnished by Contractor or Contractor's subcontractors under the scope of this Agreement.
6. **No Confidentiality.** Contractor understands and acknowledges that City is subject to the Oklahoma Open Records Act (51 O.S. §24A.1 *et seq.*) and therefore cannot assure the confidentiality of contract terms or other information provided by Contractor pursuant to this Agreement that would be inconsistent with City's compliance with its statutory requirements there under.
7. **Compliance with Laws.** Contractor shall be responsible for complying with all applicable federal, state and local laws. Contractor is responsible for any costs of such compliance. Contractor shall take the necessary actions to ensure its operations in performance of this contract and employment practices are in compliance with the requirements of the Americans with Disabilities Act. Contractor certifies that it and all of its subcontractors to be used in the performance of this agreement are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. Sec. 1313 and includes, but is not limited to, the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify.
8. **Right to Audit.** The parties agree that books, records, documents, accounting procedures, practices, price lists or any other items related to the Services provided hereunder are subject to inspection, examination, and copying by City or its designees. Contractor shall retain all records related to this Agreement for the duration of the contract term and a period of three years following completion and/or termination of the contract. If an audit, litigation or other action involving such records begins before the end of the three year period, the records shall be maintained for three years from the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.
9. **Governing Law and Venue.** This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principles, which

shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Tulsa County, Oklahoma and each party waives any objection to such venue.

10. **No Waiver.** A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.
11. **Entire Agreement/No Assignment.** This Agreement and any documents incorporated herein constitute the entire agreement of the parties and supersede any and all prior agreements, oral or otherwise, relating to the subject matter of this Agreement. This Agreement may only be modified or amended in writing and signed by both parties. Notwithstanding anything to the contrary herein, the City does not agree to the terms of any future agreements, revisions or modifications that may be required under this Agreement unless such terms, revisions or modifications have been reduced to writing and signed by both parties. Contractor may not assign this Agreement or use subcontractors to provide the Goods and/or Services without City's prior written consent. Contractor shall not be entitled to any claim for extras of any kind or nature.
12. **Minority, Female, and Disadvantaged Business Enterprises and Equal Employment Opportunity.** Contractor shall comply with the terms of Title 5 of Tulsa Revised Ordinances relating to minority, female, disadvantaged and BRIDGE program business enterprise utilization and equal employment opportunity.

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: _____