

2/10/2025

INVITATION FOR BID RFP 25-320

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 the ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS FORM** of the bid package as verification that you have received and are aware of the information contained herein.

QUESTIONS/CLARIFICATION/CHANGES:

CHANGES:

Was:

| EVENT | DATE |
|---|--|
| RFP Issue Date | 02/05/2025 |
| Mandatory Pre-Proposal Conference 175 East 2 nd St, Conf Rm 10 South, Tulsa, OK 74103 | 02/13/2025 11:00AM – 1:00PM CST |
| Deadline for Questions <i>Submit to assigned buyer via email.</i> | 02/24/2025 <i>10 Days prior to RFP due date</i> |
| Proposal Due Date <i>Mail or deliver to City Clerk address. Proposals are open the day after the due date.</i> | 03/05/2025 |

Changed to:

| EVENT | DATE |
|--|--|
| RFP Issue Date | 02/05/2025 |
| Mandatory Pre-Proposal Conference 175 East 2 nd St, Conf Rm 10 South, Tulsa, OK 74103 Teams Meeting Link Provided Upon Request | 02/13/2025 11:00AM – 1:00PM CST |
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Was:

III. TIMELINE:

The schedule below provides estimated dates for the RFP and contracting process. The City of Tulsa may adjust this schedule as needed.

| EVENT | DATE |
|--|-------------|
| RFP Issue Date | 02/05/2025 |
| Mandatory Pre-Proposal Conference | 02/13/2025 |
| Deadline for Questions | 02/24/2025 |
| PROPOSAL DUE DATE | 03/05/2025 |
| Begin proposal evaluations | 03/07/2025 |
| Interviews with Respondents (anticipated) | 03/17/2025 |
| Negotiations with apparent successful Respondent begin (anticipated) | 03/31/2025 |
| Execute contract (anticipated) | 04/23/2025 |
| Begin service delivery (anticipated) | 04/24/2025 |

Changed to:

III. TIMELINE:

The schedule below provides estimated dates for the RFP and contracting process. The City of Tulsa may adjust this schedule as needed.

Email ATUNE@CITYOFTULSA.ORG for the link to attend Pre-Proposal Conference via Teams Meeting

| EVENT | DATE |
|--|-------------|
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Request for Proposal

25-320

Professional Services for: Historical Preservation Education Video

Department: Department of City Experience

NIGP Commodity Code(s): 915-09, 915-82, 915-84, 915-90

RFP Schedule

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If You have any questions or need additional information, contact the Assigned Buyer:

Angie Tune | ATune@cityoftulsa.org

*All questions should be emailed with the **RFP 25-320** number on the subject line.*

Submit proposals (sealed) to:

Office of the City Clerk
City of Tulsa
175 E. 2ND St.
Suite 260
Tulsa, OK 74103



I. OVERVIEW AND GOALS:

With this Request for Proposal (RFP), the City is soliciting Proposals to secure a professional video/ film maker to highlight historic preservation efforts in Tulsa. This video must cover the National Register of Historic Places in Tulsa, and Historic Preservation Zoning overlays in the following neighborhoods: North Maple Ridge, Swan Lake, Gillette, Tracy Park, Yorktown and Brady Heights/The Heights. The goal of this video is to not only give a broad overview of historic preservation efforts but also highlight specific buildings and neighborhoods that have been preserved throughout the years. We are looking for someone creative that can tell a long form narrative that can be broken up into multiple segments. We enthusiastically look forward to receiving your Proposal. **We are requesting a standard list of pricing for different lengths of video.**

II. BACKGROUND:

From its earliest days, Tulsans have shown pride in their history, architecture, and residential neighborhoods. Citizen concern with Tulsa’s architectural heritage heightened with the loss of a number of significant landmarks in the 1960s and 1970s. In 1988, after several years of hard work by concerned citizens, City Commissioners passed a preservation ordinance which created the Tulsa Preservation Commission and established Historic Preservation Supplemental Zoning. A few years later, Tulsa qualified for Certified Local Government (CLG) status through the State Historic Preservation Office and the United States Department of the Interior. Participating in the CLG program has allowed the Tulsa Preservation Commission to pursue grant money to provide services such as architectural surveys, National Register nominations, and education and outreach programs. Today, the Tulsa Preservation Commission continues its mission to safeguard Tulsa’s architectural and cultural heritage, recognizing the important link between where we’ve been and where we’re going. The goal of this video is to highlight the successes of the historic preservation efforts of the past and present.

III. TIMELINE:

The schedule below provides estimated dates for the RFP and contracting process. The City of Tulsa may adjust this schedule as needed.

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IV. SCOPE OF WORK:

1. The Respondent shall work with the Tulsa Planning Office to create a list of topics and planned filming locations. This plan will be reviewed by the State Historic Preservation Office prior to the draft of a film.
2. The Respondent shall continue to work with the Tulsa Planning Office during film production to ensure project goals are met. A draft will be submitted to the State Historic Preservation Office for any edits.
3. The Respondent shall make requested edits based on the feedback from Tulsa Planning Office and State Historic Preservation Office to create a final version of the video.

V. DELIVERABLES:

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

1. A written narrative stating the topics to be covered, filming locations, length of video and other information as needed.
2. A draft video for review.
3. A final video made available to the public. Final deadline for complete project is June 1st, 2025.

VI. PERFORMANCE METRICS AND CONTRACT MANAGEMENT:

Performance Metrics

The following performance metrics highlight key priorities that will be analyzed with the awarded Respondent collaboratively during the life of the contract. This is not an exhaustive list, but rather an indication of significant performance metrics of interest to City of Tulsa. The City looks forward to working with awarded Respondents to define additional important performance metrics during contract negotiations. The

final set of performance metrics and frequency of collection will be negotiated by the successful Respondent and the City prior to the finalization of an agreement between parties and may be adjusted over time as needed.

| Performance Metric | Data Source | Data Collection Frequency | Data Collection Responsibility |
|---------------------------|--|----------------------------------|---------------------------------------|
| Report of progress | Report of filming and editing progress | Bi-Weekly | Respondent |

Contract Performance Monitoring

As part of the City of Tulsa’s commitment to becoming more outcomes-oriented, we seek to actively and regularly collaborate with awarded Respondents to enhance contract management, improve results, and adjust service delivery based on learning what works. Reliable and relevant data is necessary to drive service improvements, ensure compliance, inform trends to be monitored, and evaluate results and performance. During the regular meetings that occur throughout the term of the contract, it is anticipated that the following topics will be regularly discussed:

- Current status of performance metrics
- Topics of interest or concern to the Respondent
- Discussion and troubleshooting of challenges
- Review of activities on the horizon
- Review of budget and spending this year-to-date

VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL:

A. Proposals must be received by 5:00 p.m. on Wednesday, March 5, 2025, Central Daylight Time. Please place Proposals in a sealed envelope or box clearly labeled “RFP 25-320, Historic Preservation Education Video”.

- **No faxed or emailed Proposals will be considered.**
- **Proposals received late will be returned unopened.**

B. Interested Respondents should submit:
One (1) unbound original and three (3) bound copies of the Proposal plus one (1) digital copy (compact disc or USB drive).

C. Proposals shall be delivered and sealed to:

Deputy City Clerk
City of Tulsa
175 E. 2nd St.
Suite 260
Tulsa, OK 74103

D. All interested Respondents are required to register with the Buyer in order to receive updates, addenda or any additional information required. You can learn more about the registration process on the following website:
<https://www.cityoftulsa.org/government/departments/finance/selling-to-the-city/register-as-a-vendor/>.

The City is not responsible for any failure to register.

E. Inquiries or questions to the Buyer requesting clarification regarding the Request for Proposal must be made via e-mail and must be received prior to the end of the business day on **Monday, February 24, 2025**.

Angie Tune, Project Buyer
ATune@cityoftulsa.org

Any questions regarding this RFP will be handled as promptly and as directly as possible. If a question requires only minor clarification of instructions or specifications, it will be handled via e-mail. If any question results in a substantive change or addition to the RFP, the change or addition will be forwarded to all registered Respondents as quickly as possible by addendum.

F. Proposals will be opened on the morning after the due date, at 8:30am, at the:

Standards, Specifications, and Awards Committee Meeting
175 East 2nd Street, 2nd Floor
City Council Chamber

VIII. EVALUATION OF PROPOSALS:

The approval of the selected Respondent 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 selected Respondent(s).

All Bids will be evaluated using the following criteria:

| Category | Total Points | What Would a Top Score Look Like? |
|---|---------------------|---|
| <i>Qualifications and Experience</i> | 25 | Respondent should provide high quality examples of their work with at least 3-5 years of experience. |
| <i>Pricing and Cost Proposal</i> | 25 | Respondent should provide an itemized quote with deliverables and additional costs included. |
| <i>Service Delivery and Timeline</i> | 25 | Respondent should provide a clear delivery timeline with a final deliverable date of June 1 st , 2025. |
| <i>Project Management and Reporting</i> | 25 | Respondent should provide a report bi-weekly, and any additional correspondence as needed to the Tulsa Planning Office. |

The City of Tulsa also reserves the right to evaluate based on the full list of eligible criteria listed in [Title 6, Chapter 4](https://library.municode.com/ok/tulsa/codes/code_of_ordinances) of the Tulsa Revised Ordinances (TRO): https://library.municode.com/ok/tulsa/codes/code_of_ordinances.

IX. MISCELLANEOUS

- A. The City expects to enter into a written Agreement (the “Agreement”) with the chosen Respondent(s) that shall incorporate this RFP and your Proposal. Further, Respondent(s) will be bound to comply with the provisions set forth in this RFP. 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. Your response to this RFP will be considered part of the Agreement if one is awarded to you.
- B. All data included in this RFP, as well as any attachments, are proprietary to the City.
- C. The City 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.
- D. All Respondents shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination. They shall also comply with the Americans with Disabilities Act (ADA).
- E. The use of the City’s name in any way as a potential customer or contractual partner is strictly prohibited except as authorized in writing by the City.
- F. The City assumes no responsibility or liability for any costs you may incur in responding to this RFP, including attending meetings or contract negotiations.
- G. 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 on the Oklahoma Open Records Act, see the link here: <https://libraries.ok.gov/law-legislative-reference/library-laws/statutes-open-records/>.

The City shall not be under any obligation to return any materials submitted in response to this RFP request.

- H. The City shall not infringe upon any intellectual property right of any Respondent but 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.
- I. The City also notifies all Respondents that the City has the right to modify the RFP and the requirements herein, to request modified proposals from Respondents, and to negotiate with the selected Respondent on price and other contract terms, as necessary to meet the City’s Objectives.

- J. Payment. Invoices should be e-mailed to the City of Tulsa – Accounts Payable at: apinvoices@cityoftulsa.org. Payment will be made net 30 days after receipt of a properly submitted invoice or the City's Acceptance of the Supplies or Services, whichever is later.

Each invoice must be fully itemized, identifying Supplies provided and/or Services performed, and must bear the purchase order number assigned by the City.

The purchase order number shall appear on all invoices, packing lists, packages, shipping notices, instruction manuals and other written documents relating to the Supplies or Services. Packing lists shall be enclosed in each and every box or package shipped pursuant to this Agreement, indicating the content therein.

- K. The selected Respondent "Seller" and its subcontractors must obtain at Seller's expense and keep in effect so long as City is purchasing Supplies or Services from Seller pursuant to this Proposal, policies of insurance in the minimum amounts set forth below and Workers' Compensation and Employer's Liability insurance in the statutory limits required by law.

| | |
|---|--------------------|
| General Liability: personal injury and property damage, each occurrence | \$1,000,000.00 |
| Auto Liability, each occurrence | \$1,000,000.00 |
| Workers' Compensation | (Statutory limits) |

- L. **Seller's insurer must be authorized to transact business in the State of Oklahoma.** Seller will have 10 Days after notification that its Proposal was Accepted by the City on behalf of TARE to provide proof of coverage. **The Certificate of Insurance must be completed with the following information:**

- A. Your name
- B. Insurer's name and address
- C. Policy number
- D. Liability coverage and amounts
- E. Commencement and expiration dates
- F. Signature of authorized agent of insurer
- G. Certificate Holder Information: City of Tulsa, 175 East 2nd St., Suite 260, Tulsa, OK 74103

RESPONDENT INFORMATION SHEET

Respondent's Legal Name: _____
(Must be Respondent's company name as reflected on its organizational documents, filed with the state in which Respondent is organized)

State of Organization: _____

Respondent's Type of Legal Entity: (check one)

- | | |
|--|--|
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Limited Liability Limited Partnership |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Other: _____ |

Respondent's Address: _____
Street City State Zip Code

Respondent's Website Address: _____

Sales Contact:

Contact for Legal Notice:

Name: _____

Name: _____

Title/Position: _____

Title/Position: _____

Street: _____

Street: _____

City: _____

City: _____

State: _____

State: _____

Phone: _____

Phone: _____

Email: _____

Email: _____

How did you learn about this business opportunity with the City of Tulsa?

- Email from Assigned Buyer
- City of Tulsa Website
- Tulsa World posting
- Purchasing search engine
- Industry colleague
- Other: _____

Price Sheet Summary

Respondent's Legal Name: _____
(Must be Respondent's company name as reflected on its organizational documents, filed with the state in which Respondent is organized)

Please present a Fee Schedule for each listed service:

A Written Narrative and Complete 30 Minute Color Video: \$ _____

A Written Narrative and Complete 45 Minute Color Video: \$ _____

A Written Narrative and Complete 1 Hour Color Video: \$ _____

A Written Narrative and Complete 1- ½ Hour Color Video: \$ _____

A Written Narrative and Complete 2 Hour Color Video: \$ _____

By signing here, I affirm that these prices are my formal offer and agree to the inclusion of City of Tulsa's general contract terms and conditions as listed in Appendix A in any contract with the City of Tulsa.

Company Name: _____ Date: _____

Signature: _____

Name Printed: _____

Title: _____

AFFIDAVIT

NON-COLLUSION, INTEREST, AND CLAIMANT

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 proposal 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 respond at a fixed price or to refrain from responding,
 - 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.
4. No officer or employee of the City of Tulsa either directly or indirectly owns a five percent (5%) interest or more in the Bidders 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 Bidders business, which is less than a controlling interest, either direct or indirect.
5. All invoices to be submitted pursuant to this agreement with the City of Tulsa will be true and correct.
6. That the work, services or material furnished will be completed or supplied in accordance with the plans, specifications, orders, requests or contract furnished or executed by the affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer or employee of the City of Tulsa, or of any public trust where the City of Tulsa is a beneficiary, of money or any other thing of value to obtain payment of the invoice or procure the contract or purchase order pursuant to which an invoice is submitted. Affiant further certifies that (s)he has complied with all applicable laws regarding equal employment opportunity.

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

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 Proposal 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: _____

THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK

APPENDIX A – City of Tulsa General Contract Terms

It is anticipated that the City of Tulsa will enter into an Agreement with the selected Respondent (“Seller”) for an initial term ending one (1) year from the date of its execution by the City’s Mayor, with four (4) one-year renewals available at the option of the City. Contracts entered into by the City of Tulsa generally include, but are not limited to, the following terms:

1. **Renewals.** Seller 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.** 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 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 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, trademarked or copyright-protected appliances, products, materials or processes provided by Seller hereunder. Seller shall pay all royalties and charges incident to such patents, trademarks or copyrights.
4. **General Liability and Indemnification.** Seller shall hold City harmless from any loss, damage or claims arising from or related to the performance of the Agreement herein. Seller must exercise all reasonable and customary precaution to prevent any harm or loss to all persons and property related to this Agreement. Seller 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 Seller or Seller’s subcontractors under the scope of this Agreement.
5. **Liens.** Pursuant to City’s Charter (Art. XII, §5), no lien of any kind shall exist against any property of City.
6. **No Confidentiality.** Seller 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 Seller pursuant to this Agreement that would be inconsistent with City’s compliance with its statutory requirements there under.
7. **Compliance with Laws.** Seller shall be responsible for complying with all applicable federal, state and local laws. Seller is responsible for any costs of such compliance. Seller 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. Seller 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. Seller 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. Seller may not assign this Agreement or use subcontractors to provide the Goods and/or Services without City's prior written consent. Seller shall not be entitled to any claim for extras of any kind or nature.
12. **Equal Employment Opportunity.** Seller shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination.

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

Company Name: _____ Date: _____

Signature: _____

Name Printed: _____

Title: _____

RESPONDENT CHECKLIST

Use this checklist to ensure You have properly read and completed all documents listed below. This document (the RFP) contains all the following materials, which must be completed and returned to the City of Tulsa Clerk’s Office. We recommend You include this checklist with Your Proposal.

Proposer’s Name: _____

| RESPONDENT CHECKLIST | |
|---|------------------|
| RESPONDENT DOCUMENTS | INCLUDED? |
| Cover Letter | |
| Proposal Narrative | |
| Respondent Information Sheet (required form) | |
| Price Sheet Summary (required form) | |
| Affidavit (Non-Collusion, Interest & Claimant) (required form) | |
| Acknowledgement of Receipt of Addenda (required form) | |
| Additional Information (Optional) | |

Any contact with City Employees or Officials, other than the Assigned Buyer, for or about this solicitation will disqualify Your Proposal and it shall be deemed non-responsive.

Please Return Entire RFP Packet

PACKING LABEL

Top Left Corner

Your Company Name

Street Address

City, State, Zip Code

FROM:

City of Tulsa - City Clerk's Office

175 East 2nd Street, Suite 260

Tulsa, OK, 74103

Respondent Submission For:

RFP# 25-320

RFP DESCRIPTION: Historic Preservation Education Video

This label ensures that Your Proposal will be sent to the correct office (City Clerk's) and that it is associated with the correct Solicitation (indicated by the RFP number). Proposals must be sealed and either mailed or delivered to the City Clerk's Office. Proposals must also be received no later than 5:00 PM (CST) on date listed on the first page of the RFP.