

Request for Proposal

19-736 Addendum 1

Professional Services for Organizational Planning and Stakeholder Engagement for the Creation of a Downtown Management Organization

NIGP Commodity Code(s):

918-21 Business Consulting, Large

918-32 Consulting Services (Not Otherwise Classified)

918-58 Governmental Consulting

918-75 Management Consulting

Submit proposals (sealed) to:

Deputy City Clerk

City of Tulsa

175 E. 2ND St.

Suite 260

Tulsa, OK 74103



CITY OF
Tulsa
A New Kind of Energy.

Issued 07/06/2019

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.

QUESTIONS/CLARIFICATION/CHANGES:

QUESTIONS and ANSWERS:

1. Is the 90-day window from award to delivery flexible at all or is there something on the back end driving the project?

Answer: The 90-day project period is a target. Respondents may propose alternative timelines with detailed explanation that maintains our desire to move quickly while resulting in a quality product.

2. Has a budget been set for the project?

Answer: The project budget has not been fully developed and budget proposals will be used to determine a final allocation. Please be reminded that project budget is one of the evaluation criteria.

3. Does the City reserve the right to negotiate with more than one firm and would pulling a particular set of talents from a couple of firms be considered?

Answer: The City reserves the right to negotiate with more than one firm should proposals or needs of the DCC make it necessary. We also understand that partnerships and alliances exist and the City does not wish to cause dissention among respondents.

4. What degree of detail is expected regarding the elements of public outreach and engagement described in the Scope of Work?

Answer: The level of detail is based directly on the needs and goals identified by stakeholders during the engagement process. Expect a collaborative process with the client team and steering committee to determine where greater focus or detail will be expected. This project will ultimately lead to the creation of a new downtown management organization responsible for operating the Tulsa Stadium Improvement District (TSID) and will conceive new programs and initiatives that create a dynamic urban center.

5. Are there elements of existing City services that are considered either on the table or off the table for the downtown management organization to take under its wing?

Answer: Nothing should be considered "off the table" in this planning process as long as recommendations align with input received during engagement efforts. A project deliverable defining base-level city services compared to supplemental services provided by the DCC or a future Urban Place Management Organization. As an example, the DCC currently pays O&M expenses for Downtown streetlights as well as City Treasury staff expenses for management of the TSID assessments. Familiarity or prior experience with Oklahoma policies

and regulations, especially related to improvement districts, is beneficial but not a requirement.

6. The items identified early in the scope of work are characteristic of a downtown master plan. What level of detail is expected for that information?

Answer: To be very clear, this is not a master plan for Downtown Tulsa. The final deliverable is a recommended urban place management organizational structure and strategy to best deliver the goals, needs, and vision of Downtown Tulsa stakeholders. Please see the supplemental materials to access the existing Downtown Area master Plan.

7. Are the subjects of high interest something that the consultant must define for the stakeholder interviews or are they included in the 2016 Master Plan Update?

Answer: The subjects of interest listed in the RFP are for informational purposes and can be used to start conversations. While they are existing topics of conversation among Downtown stakeholders, engagement and ideas should not be limited to these items.

8. How fast after selection (award) would the group need to commence work?

Answer: Upon selection (award), work cannot commence until a contract is executed with the City of Tulsa which may take from three to five weeks depending on the schedules of those involved in negotiation of terms and conditions.

9. Does the City of Tulsa have a preferred project management platform such as Basecamp?

Answer: No. Respondents may propose management platforms as a part of the project proposal.

10. What level of detail is expected (or is there an example available) for the last bulleted deliverable - specifically the "detailed business plan" and "3-year operating budget"?

Answer: A highly detailed business plan and organizational strategy is expected to project operating budgets in cases where new programmatic areas, funding sources, or multiple organizations are recommended.

11. Is the current fiscal year budget for the DCC available for review? I am looking for something that offers greater detail than the City of Tulsa FY budget document.

Answer: The DCC's FY19 budget ending 6/30/19 has been added to the Purchasing Opportunities page as a supplemental document download: FY19 Budget for RFP.

12. Are there current funding sources providing support to the DCC aside from the TSID assessment? If so, what is the annual revenue amount for each source?

Answer: The DCC has previously received project-specific grants of minimal support (<\$10,000) however these are not annual or recurring revenues.

CHANGES:

Additions to Section X. MISCELLANEOUS

H. The Request for Proposal was developed in a way to define the process we believe is necessary to accomplish the goals of the project. If a respondent has developed an alternative method, it may be proposed providing the method is clearly defined and explained in the proposal.

I. Access to the most current version of this solicitation is through the Purchasing Division's Opportunities page:

<https://www.cityoftulsa.org/government/departments/finance/selling-to-the-city/current-bid-opportunities/>

Once on the page, choose the link for RFP19-736; then select the document to download.

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Table of Contents

I.	STATEMENT OF PURPOSE:	1
II.	INSTRUCTIONS FOR SUBMITTING A PROPOSAL:	1
A.	General Requirements	1
B.	General Notifications	2
III.	CONTEXT AND BACKGROUND	3
	Downtown Coordinating Council and Tulsa Stadium Improvement District	3
	Downtown Tulsa Overview	4
IV.	SCOPE OF WORK	5
V.	DELIVERABLES:	6
VI.	RESPONDENT AND PROPOSAL REQUIREMENTS	7
VII.	EVALUATION OF PROPOSALS:	8
VIII.	TIME FRAME FOR REVIEW:	8
IX.	AWARD OF PROPOSALS:	8
X.	MISCELLANEOUS	9
XI.	INFORMATIONAL LINKS	11
	FORM #6 - ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS	12
	NON-COLLUSION AFFIDAVIT	13
	INTEREST AFFIDAVIT	14
	AFFIDAVIT OF CLAIMANT	15
	RESPONDENT INFORMATION SHEET	16
	PRICE SHEET SUMMARY	17
	CITY OF TULSA GENERAL CONTRACT TERMS	18

I. STATEMENT OF PURPOSE:

With this Request for Proposal (RFP), we are searching to secure professional services of a highly qualified multi-disciplinary consultancy for engaging the citizens of Tulsa to define common goals and interests essential for developing a framework and strategy for a new Downtown Management Organization.

II. INSTRUCTIONS FOR SUBMITTING A PROPOSAL:

A. General Requirements

1. Proposals must be received by **5:00 p.m. on Wednesday, June 19, 2019, Central Daylight Time**. Please place proposals in a sealed envelope or box clearly labeled “**RFP 19-736, Organizational Planning and Stakeholder Engagement for the Creation of a Downtown Management Organization**”.
Proposals received late will be returned unopened.
2. Proposals shall be delivered sealed to:
City Clerk
City of Tulsa
175 E. 2nd St.
Suite 260
Tulsa, OK 74103
3. All interested Respondents (Sellers) are required to register with the Buyer in order to receive updates, addenda or any additional information required. The City of Tulsa (City) is not responsible for any failure to register.
4. An optional Pre-Proposal Conference Call will be held **Wednesday, May 29, 2019** at 10:30am CST to discuss the RFP and submission process.
Call-in phone number to be provided upon emailed request as it becomes available.
Send requests for conference access to the project Buyer.
5. 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 **Tuesday, June 4, 2019**.

Terry O. Thomas, Senior Buyer
tthomas@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 substantive change or addition to the RFP, the change or addition 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.
7. 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**

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 all applicable laws regarding equal employment opportunity and nondiscrimination.
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:

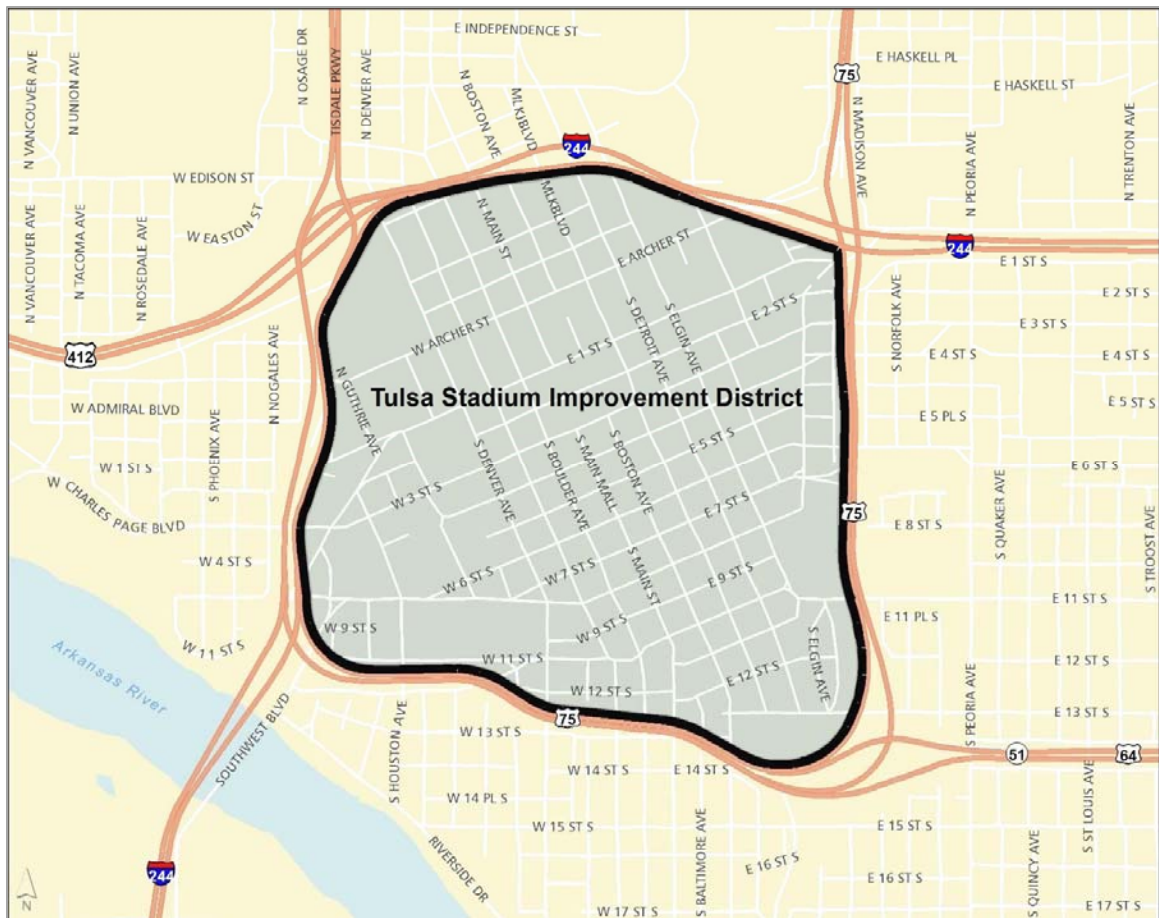
“The Respondent shall take the necessary actions to ensure its facilities are in compliance with the requirements of the Americans with Disabilities Act. It is understood that the program of the Respondent is not a program or activity of the City of Tulsa. The Respondent agrees that its program or activity 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 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.
5. Although it is the City's intent to choose only the most qualified Respondents, the City reserves the right to choose any number of qualified finalists for interview and/or for final selection. 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.
6. This Request for Proposal does not commit the City of Tulsa to pay any costs incurred in the preparation of proposals, or in submission of a proposal, or the costs incurred in making necessary studies and designs for preparation thereof, or to contract for services or supplies

necessary to respond. 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 for any work performed by the Respondent prior to the approval of an executed contract by the City of Tulsa.

III. CONTEXT AND BACKGROUND

Downtown Coordinating Council and Tulsa Stadium Improvement District

The Downtown Coordinating Council (DCC) was established by Executive Order in October 2009 for providing support and advice to the City regarding improvement efforts for Downtown Tulsa. The DCC is composed of 19 voting members and is housed under the Mayor's Office of Economic Development at the City of Tulsa. The Tulsa Stadium Improvement District (TSID) was established by Council Resolution in June 2008 to create a funding source for improvements and services within Downtown Tulsa, including funding for the construction of OneOK Field as administered by the Tulsa Stadium Trust. Annual assessments collected through the TSID are split between the Tulsa Stadium Trust (2/3) for stadium debt repayment, and the DCC (1/3) for maintenance, safety, and beautification services. The TSID service area is bounded by the IDL highway system.



Downtown Tulsa Overview

Downtown has attracted over \$1 billion in private and public investment since 2008 in the form of civic and entertainment venues, hotels, housing units, office buildings, and public parks. Due to Downtown's vibrant growth, property values have increased approximately 5 to 7 percent per year since 2008 (prior to the BOK Center and ONEOK Field). The increase represents a significant 50 percent gain in value.

The new and expanding job markets highlight an increased interest in employers who value quality of life, public safety, and infrastructure to attract and retain talent both now and in the future. Downtown contains the largest employment density per square mile in the City of Tulsa with nearly 35,000 jobs. Major employers include Williams, Bank of Oklahoma, AT&T, ONE Gas, ONEOK, WPX, Magellan Midstream, Public Service Company of Oklahoma, Tulsa Community College, CommunityCare, and CenturyLink.

Downtown is a collection of distinct districts each offering its own unique blend of office space, entertainment and housing options. Districts include:

- The Arena District is home to the BOK Center and numerous dining and entertainment options.
- The Arts District, a diverse, culturally robust district home to Cain's Ballroom and The Brady Theater.
- The Blue Dome District is one of Tulsa's most popular entertainment districts, anchored by the 1924 Blue Dome building.
- The Cathedral District is home to some of Tulsa's largest churches as well as Tulsa Community College's Downtown campus with more than 6,000 students.
- The Deco District is located in the heart of Downtown and is home to the Performing Arts Center and numerous corporate headquarters.
- The East Village District is referred to as "the sunny side of downtown" for its geographical location and many residential developments.
- The Greenwood District was once known as America's "Black Wall Street" that was destroyed during the 1920 Tulsa Race Massacre and rebuilt only to be destroyed again by the results urban renewal. It is hope to John Hope Franklin Reconciliation Park, the Greenwood Cultural Center, and ONEOK Field in addition to other neighborhood destinations.

Downtown is the Cultural and Entertainment Hub of the City where residents and visitors alike take advantage of the diverse entertainment options from the ballet, symphony, and opera to nationally touring productions and concerts in several venues including the BOK Center, Performing Arts Center, Cain's Ballroom, and the Brady Theater. ONEOK Field is home to the Tulsa Drillers baseball team and the city's USL Pro Soccer team, the Tulsa Roughnecks.

Residential growth in the Downtown and near Downtown neighborhoods has occurred at a slower rate than both the city and the broader metropolitan statistical area. Moreover, counter to trends in many American cities, the millennial cohort in Downtown Tulsa is growing slower as well. Additionally, neighborhoods surrounding Downtown have historically suffered from historic policy and investment decisions related to racial inequalities. Currently, the City of Tulsa is

actively focused on overcoming racial inequalities of past policies and decisions by supporting more equitable and inclusive housing available to all Tulsans regardless of socioeconomic status.

IV. SCOPE OF WORK

The work shall utilize public outreach and engagement to understand existing conditions, growth trends, and visionary ideas for Downtown Tulsa and be thoughtful in expanding the Improvement District's scope of work beyond traditional "clean and safe" activities. The process will create a transition path to move Downtown management services by the DCC away from the City while determining how assessment funds can be leveraged to increase private and philanthropic investment in Downtown. Project goals include:

- Inventory and frame the ideas, initiatives, and aspirations that enhance Downtown Tulsa
- Define a collective vision for Downtown Tulsa that is inclusive, compelling, forward-looking, community-driven, and regionally-oriented
- Build leadership consensus around common goals and fully understand the action agenda of key stakeholders
- Establish priorities to ensure organizational and other public and private investments are strategic and support worthy projects and initiatives

This community planning effort must focus on a wide range of issues. The anticipated topics and issues will include but are not limited to:

- Maintenance and beautification
- Public safety and homelessness
- Economic development
- Public art and placemaking
- Events and programming
- Connectivity
- Urban planning and design
- Parks and public space
- Parking and mobility
- Environmental sustainability and design
- Partnerships (i.e. identifying opportunities for public, private, and nonprofit groups to collaborate)

This work shall be performed in a multi-phased approach:

Phase 1 - Data Gathering and Community Engagement

This first phase will explore where Downtown Tulsa and the DCC have been, where it is today, and where we should be looking into the future. The Respondent will meet in person or via telephone with DCC staff and working group to develop, monitor and coordinate activities as well as plan and prepare for stakeholder outreach. The Respondent will maintain regular contact with DCC staff to ensure all project activities are performed in a timely manner and resources are managed efficiently.

The Respondent, working closely with the DCC staff, will collect and review existing information regarding current DCC operations, as well as current plans

and projects in the Downtown Tulsa area and relevant existing vision documents created by key stakeholders.

The Respondent will also critically review the proposed groups and individuals to be engaged and make recommendations for the addition of others to be included in the planning process. Outreach and engagement will occur through a series of focus groups, community meetings, group and one-on-one interviews, and/or surveys to assist in understanding the perceptions, needs, and aspirations of Downtown through its stakeholders. Respondents shall consider non-traditional and innovative approaches to community and citizen engagement, especially for disadvantaged or disenfranchised groups.

Groups targeted for engagement are property owners and managers, district representatives, government officials, retailers and restaurateurs, office tenants, residents, employees, visitors, and other users and groups that are not currently engaged or represented in Downtown. These groups must be inclusive of all races, gender, socioeconomic levels. The Respondent shall plan and lead a board retreat or charette, engaging DCC members in dialogue of historical and aspirational goals.

Based on the results of the engagement efforts, the Respondent team will deliver a clear summary of meetings with stakeholder groups. The Respondent will distill key themes and takeaways into an easy-to-understand format that outlines priorities, challenges, and potential operational and programmatic solutions as identified by stakeholders, for addressing existing or future challenges, both internally and externally.

Phase 2) Presentation of alternative organizational structures and models

The results of phase one, in conjunction with working sessions with the working group, will inform the type of management organization or organizations needed to craft and achieve shared goals for the management of the TSID and Downtown Tulsa.

The Respondent will synthesize these results and, based on best-in-practice models from around the country, present a minimum of three organizational models to the Steering Committee for consideration.

Considerations must include management plan and governance structures, options and summaries, how distinct district organizations intertwine with a new management organization, service delivery structures based on desired stakeholder results, budget forecasts and implications, mechanisms to leverage TSID funds with private dollars, legal considerations based upon organizational structure, and strategic and tactical initiatives for a new management organization to undertake based on the input of our stakeholders.

V. DELIVERABLES:

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

- a final report of work conducted during all phases of this project.
- Identify and document challenges, gaps, opportunities and implementation actions as described by engaged groups
- Identify and document a statement of aspirational vision for Downtown and mission for new management organization

- Recommendation of structures and processes to foster communication and collaboration across all Downtown districts
- Recommendation of operating models for a standalone management organization to operate the Tulsa Stadium Improvement District through an agreement with the City of Tulsa
- Detailed business plan including multi-year strategic priorities program areas and scope, staffing levels, board composition beyond existing TSID representation, three-year operating budget, and funding sources to deliver results identified in strategic priorities

The Seller shall complete the tasks outlined in the Scope of Work and present its findings in a written report to the City no later than ninety days following execution of the agreement, unless otherwise approved by the City

VI. RESPONDENT AND PROPOSAL REQUIREMENTS

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

- A. One (1) unbound original and five (5) bound copies of the proposal plus one (1) electronic copy.
- B. A description of the Respondents' qualifications and experience and that of key personnel assigned to this project (and that of each Respondent 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 Respondent (and any others proposed as part of Respondent's team) has conducted for organizations of similar size and complexity. Preference will be given to evaluation of experience related to creating and/or expanding downtown management organizations or downtown improvement districts and crafting strategy for such entities. Provide contact names and telephone numbers of references from these organizations.
- D. A detailed work plan outlining the approach to the tasks outlined in the Scope of Work. Please detail any proposed or suggested adjustments to the scope or tasks and reasoning for this approach.
- E. Provide a project schedule, identifying beginning and ending dates of work within each phase, as well as project target dates.
- F. Provide a fee and reimbursable expense schedule outlining the services to be provided under each phase of work, an hourly rate schedule by personnel and reimbursable expenses, and the proposed number of hours budgeted for each member of the Respondent's firm/team for each phase.
- G. To ensure that this project is completed in a timely manner, the City requires that the selected Respondent perform steps concurrently to expedite results and recommendations, as feasible.
- H. Required affidavits and documents per City of Tulsa procurement requirements.

VII. EVALUATION OF PROPOSALS:

A working group comprised of City of Tulsa employees, DCC members, and members of the Downtown community will evaluate proposals. Final selection shall be the sole determination of this group, and if a selection is made it will be to the Respondent whose proposal is determined to be in the best interests of the City.

- A. Respondent Interviews. The City reserves the right to invite some, or all Respondents to attend an interview or to make an oral presentation on their proposals, at the time and in the manner specified by the City. If interviews involving travel are required, the City of Tulsa is under no obligation to reimburse a Respondent(s) for these costs.
- B. RFP Evaluation Criteria. Respondent selection will be made based on the results of the proposal evaluations and the Respondent interviews by the selection panel. Submitted proposals will be evaluated based on the following criteria. A maximum of 100 aggregate points is possible.
 - i. **0-25 points.** Experience of the Respondent, including the relevant experience of the key individuals who will be assigned to this project, as indicated by prior successful completion of similar projects, particularly downtown management organizations or downtown improvement districts.
 - ii. **0-20 points.** Understanding of project objectives, project issues, and the proposed scope of work and proposed project approach and methodology to meet the stated project objectives.
 - iii. **0-20 points.** Demonstrated ability to work effectively on a complex public project with the participation of multiple stakeholders and broad-based public input, and to bring such projects to successful completion within the constraints of time and budget.
 - iv. **0-20 points.** Respondent's proposed allocation of the project budget and total costs to deliver items specified in the scope of services.
 - v. **0-15 points.** Respondent's proposed schedule to complete the project.

The selection of a Respondent will be subject to the final determination of the City and will be contingent on the successful completion of an Agreement between the City and the Respondent.

VIII. TIME FRAME FOR REVIEW:

The evaluation committee expect to complete assessments of all proposals within 3 weeks of the opening date for proposals. The degree of complexity and number of responses may lengthen the evaluation period. The committee may also interview a number of Respondents to gather additional information for determining which proposal will serves the City's best interest.

IX. AWARD OF PROPOSALS:

Per Tulsa Revised Ordinances (TRO) Title 6, Chapter 4, in addition to Price, these factors may be considered in the evaluation and award of proposals:

- A. The ability, capacity and skill of the Respondent to perform the contract or provide the service required,
 - B. Whether the Respondent can perform the contract or provide the service promptly or within the time specified, without delay or interference,
 - C. The character, integrity, reputation, judgment, experience and efficiency of the Respondent,
 - D. The quality of performance by Respondent of previous contracts or services,
 - E. The previous and existing compliance by the Respondent with laws and ordinances relating to the contract or service,
 - F. The sufficiency of the financial resources and ability of the Respondent to perform the contract or provide the service,
 - G. The quality, availability and adaptability of the Supplies, Services, and Information Technology Systems offered by Respondent to the particular use required,
 - H. The ability of the Respondent to provide future maintenance, support and service related to Respondent's offer,
 - I. Where an earlier delivery date would be of great benefit to the Using Department, the date and terms of delivery may be considered in the Proposal award,
 - J. The degree to which the Proposal submitted is complete, clear, and addresses the requirements in the Proposal specifications,
 - K. If a point system has been utilized in the Proposal specifications, the number of points earned by the Respondent.
 - L. The total cost of ownership, including the costs of supplies, materials, maintenance, and support necessary to perform the item's intended function.
 - M. If an evaluation committee performs the evaluation, the recommendation of such committee.
- X. MISCELLANEOUS**
- A. The City expects to enter into a written Agreement (the "Agreement") with the chosen Respondent that shall incorporate this RFP and your proposal. Further, Respondent 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 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 Respondent'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 Respondent and/or team of Respondents 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 on the Oklahoma Open Records Act, see the link below:

<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.

- G. The City shall not infringe upon any intellectual property right of any Respondent, 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.
- H. The Request for Proposal was developed in a way to define the process we believe is necessary to accomplish the goals of the project. If a respondent has developed an alternative method, it may be proposed providing the method is clearly defined and explained in the proposal.
- I. Access to the most current version of this solicitation is through the Purchasing Division's Opportunities page:
<https://www.cityoftulsa.org/government/departments/finance/selling-to-the-city/current-bid-opportunities/>
Once on the page, choose the link for RFP19-736; then select the document to download.

XI. INFORMATIONAL LINKS

Links to reference documents, studies and reports are listed here.

Executive Order Establishing Tulsa Stadium Improvement District
<http://downtowntulsaok.com/wp-content/uploads/2019/05/TSID-RFA.pdf>

Executive Order Establishing Downtown Coordinating Council
<https://www.cityoftulsa.org/media/9360/2018-09.pdf>

Downtown Walkability Study
<http://downtowntulsaok.com/wp-content/uploads/2018/08/FINAL-Tulsa-Walkability-Analysis-Report-05302018.pdf>

Downtown Area Master Plan
<https://www.cityoftulsa.org/media/109998/DAMPVolume1-11-1-10.pdf>

Downtown Market Reports
https://www.cityoftulsa.org/media/8157/assessment_report-7-31-18.pdf

Arena District Master Plan
<https://www.cityoftulsa.org/media/9365/admp-final-report-12-10-18.pdf>

Resilient Tulsa
<https://www.cityoftulsa.org/media/7673/reslient-tulsa-digital-web.pdf>

Tulsa Equality Indicators
https://www.tulsaei.org/wp-content/uploads/2019/05/Tulsa-Equality-Indicators-Report_2019.pdf

2018 Gallup-Tulsa CitiVoice Index
<https://www.cityoftulsa.org/citivoice>

Retail Market Study and Strategy
<https://www.cityoftulsa.org/media/9414/retail-marketing-study-final.pdf>

FORM #6 - 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).

Sign Here ► _____

Printed Name: _____

Title: _____

Date: _____

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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 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 proposal to which this statement is attached.
2. I am fully aware of the facts and circumstances surrounding the making of Seller's Proposal to which this statement is attached, and I have been personally and directly involved in the proceedings leading to the submission of such proposal; 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 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 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

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 Proposal. 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 Respondent'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 Respondent'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

AFFIDAVIT OF CLAIMANT

STATE OF _____)
)ss.
 COUNTY OF _____)

The undersigned person, of lawful age, being first duly sworn on oath, says that all invoices to be submitted pursuant to this agreement with the City of Tulsa will be true and correct. Affiant further states 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.

Company: _____

Remit to
 Address: _____

City, State
 Zip: _____

Phone: _____

Name (print): _____

Signature: _____

Title: _____

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

 Notary Public

My commission expires: _____
 My commission number: _____

The Affidavit must be signed by an authorized agent and notarized

RESPONDENT INFORMATION SHEET

Respondent's Legal Name: _____
(Must be Respondent's company name exactly as reflected on its organizational documents, filed with the state in which Respondent is organized; not simply a DBA.)

State of Organization: _____

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

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

Address: _____
 Street City State Zip

Website Address: _____ **Email Address:** _____

Sales Contact:

Legal or Alternate Sales Contact:

Name: _____

Name: _____

Street: _____

Street: _____

City: _____

City: _____

State: _____

State: _____

Phone: _____

Phone: _____

Fax: _____

Fax: _____

Email: _____

Email: _____

PRICE SHEET SUMMARY

Outline the services to be provided under each phase of work. Include an hourly rate schedule by personnel and reimbursable expenses, and the proposed number of hours budgeted for each member of the Respondent firm/team for each phase.

Your proposal must include a total cost not to exceed amount which encompasses all areas of work described in the Scope of Work and each item listed under Deliverables.

Company Name: _____

Date: _____

Signature: _____

Name Printed: _____

Title: _____

(THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK)

City of Tulsa General Contract Terms

It is anticipated that the City of Tulsa will enter into an Agreement with the selected Respondent for an initial term ending one (1) year from the date of its execution by the City's Mayor, with one (1) one-year renewal 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.** 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. **Equal Employment Opportunity.** Contractor shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination.

The undersigned Respondent 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: _____