
Request for Proposal

20-708

Professional Services for
Economic and Community Development Study and Strategy

NIGP Commodity Code(s):

918-27 Community Development Consulting

918-83 Organizational Development Consulting

961-28 Economic Development, Domestic and Foreign

**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 November 7, 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.

CHANGES/QUESTIONS/CLARIFICATION:

CHANGE:

Added Form #6 Acknowledgment of Receipt of Addenda/Amendments Inserted before the Price Sheet Summary

QUESTIONS/CLARIFICATION:

1. **Question: Please elaborate on the degree to which the authorities, boards and commissions are accepting of the movement versus the degree to which the Respondent must prepare to help get them on board?**

Response: All of the authorities, boards and commissions that will be directly under study (the Development Authority, the Parking Authority, the Public Facilities Authority, the Industrial Authority, and the Economic Development Commission) all participated in a review of the RFP and provided feedback in advance of issuance of the RFP and have contributed to development of the effort. The chairs of those entities will sit on the steering committee for the project and review the proposals to ensure that they have a level of comfort with the organization chosen for the award. Other municipal entities such as the Tulsa Housing Authority, the Working in Neighborhoods Department, the Tulsa Planning Office serve on the working team and have been briefed on the project. We have been very clear in pointing out that shifts in staffing and governance models are possibilities.

2. **Question: Should we focus only on those entities identified by the specification or are there other stakeholders such as community or non-profits who are active in this space that we should plan on roping into the process?**

Response: The work will be focused on the entities specifically listed in the RFP. However, it is a review of the five boards and authorities but it is also a review of the two departments. The Mayors Office of Community Development and the Mayor's Office of Economic Development. The RFP references community stakeholders as well, which will be expanded upon in planning for the effort.

3. **Question: The specification describes elements of transparency and input from those who would benefit most from the programs under study as mentioned from the racial equity perspective what is the extent of public outreach for which the Respondent would be accountable?**

Response: One of the key points of the process is that it is both informed by and that there is participation from those which are impacted by the decisions and

those who the city seeks to serve, we do expect a high level of engagement and outreach throughout the process to our underserved communities and especially the communities of color In Tulsa but also to the non-profits who are partners or potential partners to our work.

4. **Question: Do you anticipate that level of outreach to take the form of briefing and soliciting input or more time intensive exercises such as charrettes or goal setting exercises?**

Response: We are hoping that the respondents will propose to us what they envision that constitutes what it takes to be successful.

5. **Question: Can you give the budget range and whether you expect the travel to be inclusive of or in addition to that amount?**

Response: We expect the Respondent to estimate and include travel expense in an all-inclusive cost not to exceed amount to perform the work requested in the specification.

6. **Question: Are there deadlines or specific dates which should be given consideration when planning a response?**

Response: No, it is most important to complete the work correctly. The City budget year is from July 1 through June 30. If the work requires change which would include a change in the budget, those changes would need to be proposed by the end of January.

7. **Question: How open is the City to recommendations outside of the public sector as in those which make up as Private-Civic-University investment in Public-Private, Private-Public or Private Civic entities which are fully on the community development or the community wealth side?**

Response: The City is very much open to proven models used in other cities of unique partnerships that strengthen the ways that communities work or ways in which the team need to be structured or governed to be receptive to those kinds of partnerships.

We also would like to highlight our desire to determine how we leverage or maximize the assets and resources of the city and its trust authorities. We are interested in this strategy as addressing the key weaknesses which is our current funding structure as a city that is unique to Oklahoma in terms of being very dependent on sales tax revenue in particular. We would like this to supplement income and make sure we have some consistent investment in those key areas

8. **Question: The RFP describes the existing conditions of the departments and agencies. Is it envisioned that the effort will help determine what they should focus on, or is it just purely focused on organizational structure?**

Response: We expect that the effort should help us determine “what” we should focus our efforts on in order to be successful in economic and community development, and then based upon that we expect that the effort should propose “how” we should organize relevant departments and public entities to ensure maximum impact and effectiveness.

9. Question: What is the estimated project timeline?

Response: The City has set no deadline for the project. Respondents should propose the estimated time required for successful execution of the project.

10. Question: City residents are voting on a sales tax increase this month? If this should pass, would funding allocated for economic development infrastructure support recommendations identified in this plan or are there already projects in mind for that allocated funding?

Response: Yes, this funding could support recommendations. The current policy that governs use of these funds can be found at:

<https://www.cityoftulsa.org/media/9157/infrastructurefundpolicy-2018.pdf>.

In addition to the funds included in the renewal package (the program continues an existing tax and does not increase taxes), there is currently approximately \$1.9 million uncommitted in the Fund from the current program.

11. Question: How frequently do the City entities identified in the RFP currently meet to discuss economic development strategy?

Response: Nearly all authorities meet monthly and discuss strategy or current projects related to their specific domain. The Chief of Economic Development presents quarterly to each authority on broader economic development strategy and activities for the city.

12. Question: Will resources (staff capacity and data) be made available from the Tulsa Planning office to support analysis and modeling related to this project?

Response: Resources could be made available. Respondents should clearly indicate the level of staff support (whether Planning or City staff) required/needed as part of their proposal.

13. Question: What is the time period in which the Regional Chamber will be performing its strategic planning effort for regional economic development? How do you envision these two processes aligning?

Response: This effort is wrapping up now and the new strategy will likely be publicly released in early spring 2020. We envision that the work of this effort should review and incorporate or align strategies (where feasible) from the Chamber effort.

14. Question: We do not see mention of the Workforce Tulsa or Tulsa Transit- should they be engaged in the planning process?

Response: They would be considered external stakeholders that should be engaged for feedback.

15. Question: We recognize that you are looking for legal support when making the structural recommendations and will have that on our team. Will the City provide legal/ policy capacity (City/ partner attorneys) as we are advancing recommendations?

Response: Would want to ensure no conflicts with internally generated priorities. A member of City Legal will serve on the Staff Working Committee to ensure City

Legal is aware of the direction of the effort and to assist in providing early review of recommendations.

16. Question: How does the City wish to engage the City Council in this process?

Response: Two members of the City Council will serve on the Steering Committee for the effort (the Chair will appoint the two representatives). We also intend to update them regularly on the effort and would request that the full council be engaged during feedback opportunities.

17. Question: Can the plan make recommendations regarding new/ enhanced programs that can be carried out by nongovernmental organizations?

Response: Yes, but the focus of this effort should largely be focused on the work of the City, departments, and relevant trust authorities. Recommendations for non-governmental organizations should be those that are essential to the work of the city being successful in overall economic and community development efforts.

18. Question: Are you also looking for policy recommendations that can support achieving equitable development goals (e.g. Indianapolis is currently enacting legislation that requires middle-income wages and benefits for any company receiving incentives)?

Response: Equality is a cornerstone of the project and a subject given consideration in evaluation of each proposal. This is an area where one Respondent may distinguish themselves. The City does not wish to stifle creativity by using specific parameters.

19. Question: Some municipalities, such as Providence RI or Houston TX, have turned to local foundations and other civic leaders to support the costs of developing broad, inclusive Strategic Plans. Does the City of Tulsa anticipate leveraging outside funding sources to support these efforts?

Response: Due to constraints that the State of Oklahoma imposes under the Municipal Budget Act, we have budgeted funds for this effort with the intent of the City covering the costs.

20. Question: The RFP states that the Economic Development Department “is in the midst of developing a comprehensive Commercial Revitalization Strategy”. Who is leading the development of the Strategy and when is expected completion date?

Response: The Mayor’s Office of Economic Development is leading this effort. We expect to launch the strategy by the end of November, with programs becoming available in January 2020.

21. Question: Does the City have an Economic Development Strategy? Is the INCOG CEDS a document that is utilized?

Response: The City of Tulsa has historically leaned on the strategy developed by the Tulsa Regional Chamber (led by Market Street for the Tulsa’s Future Regional Economic Development effort). The City participates in the CEDS development process, but it is not a document that is used to guide strategic efforts.

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I. STATEMENT OF PURPOSE:

With this Request for Proposal (RFP), we are searching to secure professional services to provide a comprehensive economic and community development study and organizational strategy for the City of Tulsa (City).

We enthusiastically look forward to receiving your proposal.

II. INSTRUCTIONS FOR SUBMITTING A PROPOSAL:

A. General Requirements

1. Proposals must be received by **5:00 p.m. on Wednesday, November 20, 2019, Central Standard Time**. Please place proposals in a sealed envelope or box clearly labeled **“RFP 20-700, Economic and Community Development Study and Strategy”**.
Proposals received late will be returned unopened.
2. Proposals shall be delivered sealed to:
Deputy 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 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 November 5, 2019.

Terry 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.

5. 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.

6. **Pre-proposal Teleconference:** A non-mandatory teleconference will be held on Friday, October 25, 2019 at 3:30 PM CDT. Details will be provided two days in advance to those who register with the Project Buyer. Registration should occur no later than 24 hours before the conference.
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. **BACKGROUND**

A. **Context**

1. **Municipal Overview:** The City of Tulsa is a full-service municipal corporation serving the 401,352 citizens of the city of Tulsa. Tulsa stands as the 2nd largest city in the state of Oklahoma, and the 47th largest city in the United States. Incorporated nine years before Oklahoma statehood, the City operates under a home-rule charter, amended by Tulsans in 1989 to establish a mayor-council form of government. With a total annual budget approaching \$1 billion, the City manages over \$4 billion in capital assets, from a complex network of underground water, sewer, and storm-water infrastructure to the world's most comprehensive collection of art and artifacts of the American West.
2. **Economic Inequity:** While Tulsa has many points of economic prosperity, its history has created significant racial, ethnic, and geographic disparities in the distribution of this prosperity. Tulsa's 1921 race massacre was one of the most extreme acts of mass racial violence in our country's history, destroying the wealth of a thriving Black community that had become known as Black Wall Street. While Tulsa's Black community rebuilt, subsequent decisions through urban renewal and the pervasiveness of historic redlining and lending policies have led to a city that struggles to provide equitable access to economic opportunity, high quality education, safe and affordable housing, community justice, and health for all its residents.
3. **The Mayor's Initiatives:** Since his election in 2016, Mayor G.T. Bynum has pursued an aggressive set of goals focused on leveraging data to improve government and policy decisions, improving and eliminating disparities related to racial inequities, and welcoming Tulsa's growing immigrant population. In addition to this, he has focused on revitalizing the City's economic and community development efforts, with the goal of increasing economic opportunity for all Tulsans. The City is committed to taking a strategic, systematic approach in resolving these inequalities by aligning departments and

public entities charged with community and economic development efforts through this study.

B. Current Efforts

1. **Becoming a World Class City:** Over the course of the past 2+ years, Mayor G.T. Bynum has sought to reposition the City's focus away from a mentality which previously focused solely on regional competition with suburbs for retail development, to a more national and global focus on the strategies which Tulsa must implement and the improvements the City must undertake in order to compete in a global economy. To this effect, the Economic and Community Development Departments have increasingly focused on identifying and implementing strategies focused on attracting and retaining talent, recruiting and growing jobs which provide sustainable wages, and ensuring policies and programs increase economic opportunity for all Tulsans, particularly along racial and ethnic lines.
2. **Racial Equity:** While the groundbreaking [CitiVoice Index](#) (a first of its kind partnership with Gallup) revealed that twice as many Tulsans are optimistic that Tulsa is improving as a place to live, the survey highlighted continued disparities between White Tulsans and Black and Hispanic Tulsans. Additionally, Tulsa's [Equality Indicators report](#) and [Resilient Tulsa Strategy](#) highlighted gaps in outcomes in economic opportunity, education, housing, justice, and public health. Each of these efforts will provide an ongoing source to measure key outcomes related to City policies and programs, and should play a key role in identifying and shaping strategic priorities and interventions aimed at improving and eliminating disparities along racial, ethnic, and geographic lines.
3. **Welcoming Immigrants:** As the fastest growing segment of Tulsa's population, immigrants will play a fundamental role in shaping the future of the city's economy. As a result of this, the City initiated the [New Tulsans Initiative](#) in an effort to ensure foreign-born residents and new citizens are quickly and effectively integrated into the City's economy.
4. **Data Driven Governance:** A hallmark of the administration, a commitment to the use of data pervades nearly every initiative undertaken within City Hall. In 2018, Tulsa was one of three cities awarded with the [Engaged Cities Award](#) for its Urban Data Pioneers program, which engages Tulsa residents from multiple areas of expertise and disciplines to solve complex public policy problems. While the City has studied multiple data sources which ultimately impact economic opportunity for residents, this strategic planning effort will aim to coalesce the administration and stakeholders around key metrics which should drive policy and program development and the measurement of success.
5. **Economic Development Efforts:** Over the past two years, the City of Tulsa has sought to rebuild its economic development staff and resources, following years of disinvestment and fragmentation of economic development initiatives across City departments. Staff are

currently aligned to manage business retention, expansion, and recruitment efforts; implement and oversee incentive programs; and coordinate the implementation of major development programs across City departments and external partners. In addition to this, the Department is in the midst of developing a comprehensive Commercial Revitalization Strategy, as well as expanding resources to serve and grow small businesses and entrepreneurs in the city.

6. **Community Development Efforts:** The Community Development and Policy Department was created by Mayor Bynum in 2016 to implement new investments in transit and economic development funded by Vision Tulsa, the city's signature capital investment package; as well as bring a focus to Mayoral initiatives of education, health, and more effective outreach and inclusion of Tulsa's Black and immigrant communities. Over the past two years, the Department has evolved to also include a focus on racial equity and inclusive development in key communities of color, affordable housing, alternative transportation, and land use and planning.
7. **Tulsa Planning Office Efforts:** The Tulsa Planning Office was formed by Mayor Bynum, effective January 1, 2019, to consolidate City planning functions, resulting in a stronger planning presence in the community and increased efficiencies in service delivery to other City functions and citizens. The Planning Office is positioned to redefine their role to complement other City processes, initiatives and authorities. Consistent with the data driven governance of this administration, the Planning Office focuses on data driven analysis to identify and address planning issues. The largest such effort is the update of the City's comprehensive plan, PLANiTULSA.

C. Transformative Investments

1. **Downtown Tulsa:** Since the completion of the construction of the BOK Center in 2008, Downtown Tulsa has seen \$1 billion in capital investment, with nearly \$1 billion in additional investment announced or underway, and approximately \$400 million in planning but not yet publicly announced. In June 2019, WPX announced plans to construct a \$100 million headquarters campus in the Historic Greenwood District, marking one of the largest single private investments in downtown to-date.
2. **River Development:** Following years of a constant refrain to "put water in the river," in 2016 Tulsa voters approved \$135 million in public improvements for development in and along the Arkansas River Corridor. This public investment has been matched with the \$465 million *private* investment in Gathering Place, which stands as the largest private gift to a public park in U.S. history.
3. **Public Infrastructure:** In 2013, Tulsa voters approved a nearly \$1 billion public infrastructure package - known as Improve Our Tulsa - which provided funding for major public infrastructure and economic and community development investments. In November 2019, the City will bring forward a renewal of this package, providing funding for

an additional nearly \$600 million in public infrastructure and community and economic development investments.

D. Resilient and Stable Funding Sources

1. **Operational Funding:** Oklahoma is one of the few states which restricts its municipalities to sales tax for operational needs. The result of these restrictions is a reliance on volatile revenue streams which subject municipalities to swings in collections at the most inopportune of times. While the City and other major municipalities across the state have been vocal advocates of statewide legislation which would allow for municipal revenue diversification, City administrators recognize that we must take additional measures in the absence of state-level action. As a result, the City is actively seeking to increase efforts to fund dedicated revenue streams for reserve and Rainy Day funds.
2. **Investigating Alternatives:** The Mayor's senior team has been actively engaged in researching global models which provide sustainable revenue streams that can be reinvested in community and economic development efforts - with the goal of reducing the cost of services provided by public agencies or creating additional economic impact and revenue generation. It is the intent to use this strategic planning effort to further investigate such models to determine their potential applicability in Tulsa.

IV. SCOPE OF WORK:

- A. The Respondent shall maintain transparency through open, honest dialogue among key stakeholders throughout the process. This is paramount and viewed as fundamental to each component of the scope of work for the project.
- B. The Respondent shall develop a thorough understanding of Tulsa's current organizational structures and alignment, and the history which has led to the current state.
- C. The Respondent shall identify the unique roles and missions of each entity and understand the requirements or expectations each might have when determining or recommending changes for the future.
- D. The Respondent shall review and understand economic outcomes in City. Recommendations for the future of Tulsa's community and economic development efforts should be grounded in the economic realities of the outcomes of its residents and citizens. In addition to national level data from the American Community Survey, Bureau of Labor Statistics, and others, key local sources of data regarding economic outcomes include the Equality Indicators Report, CitiVoice Index and New American Economy Cities Index. Any future strategy should have the explicit objective of shaping an organizational structure that will have maximum impact on reducing inequities in outcomes for Tulsa residents, particularly along racial, ethnic, and geographic boundaries, while also enhancing Tulsa's role as the job-growth and economic engine for the region at large

- E.** The Respondent shall review City economic and community development priorities and initiatives. The City of Tulsa has undertaken a substantial number of major planning efforts over the past decade. These plans should serve as the basis for future community and economic development efforts, along with the City's strategic plan (the AIM Plan), the Resilient Tulsa Strategy, and the New Tulsans Initiative Plan. Coinciding with these efforts, the Tulsa Regional Chamber is undertaking a strategic planning effort for regional economic development; respondents should plan to engage with Chamber leadership and their consultant team to ensure alignment and complementary efforts. Additionally, the City was recently named as the recipient of a grant through Bloomberg Philanthropies and What Works Cities focusing on economic mobility. It is expected that this technical assistance grant could provide additional research and support opportunities.
- F.** The Respondent shall engage key stakeholders which shall primarily focus on strategic planning efforts and must engage:
1. respective staff and board members of these entities: The Mayor's Office of Community Development and Policy, The Mayor's Office of Economic Development, the Economic Development Commission, the Tulsa Development Authority, the Tulsa Industrial Authority, the Tulsa Parking Authority, and the Tulsa Public Facilities Authority;
 2. key internal stakeholders, including the Working in Neighborhoods (WIN) Department, the Tulsa Planning Office, and the Tulsa Housing Authority, in an effort to evaluate current roles and describe their contributions to future economic and community development.
 3. key external stakeholders, including Tulsa residents, neighborhood groups, utility partners, Chambers of Commerce, private developers, employers, education partners, and nonprofit and philanthropic partners, among others.
- G.** The Respondent shall review Tulsa's organizational structures of existing community and economic development entities to understand the legal and historic sources from which their authority originates. This includes:
1. a review and understanding of the legal origination of Tulsa's current structure, focused upon the entities outlined in Item F, as well as the implications of reshaping programs of work and the governance structure around these efforts.
 2. an understanding of the skills and areas of expertise of existing staff in an effort to identify current strengths, as well as gaps in skill sets needed for a successful future-state organization
- H.** The Respondent shall review existing programs and funding streams: When reviewed collectively, the departments and entities which play a role in Tulsa's community and economic development efforts will control in excess of \$300 million in program funding over the course of the next 25 years. These programs are funded through a multitude of funding sources, many of which necessitate separate accounting practices and procedures.

However, when directed toward a single vision and set of collective goals, these resources could transform the trajectory of the city, if deployed in a coordinated and effective manner.

- I. The Respondent shall review existing assets: As a result of wise investments approved by the citizens of Tulsa, many of Tulsa's boards and authorities which play a role in community and economic development control assets with substantial current and future value. These assets include the BOK Center, a hangar leased by American Airlines, redevelopment sites such as the Laura Dester property, multiple parking structures, and numerous other holdings. This is in addition to key City holdings, such as Air Force Plant 3 and the historic Evans-Fintube site. This strategic planning effort should consider the value of these assets and the role they might play in further funding and facilitating future economic development within the City.
- J. the respondent shall review best practices around economic and community development: Numerous models exist for structuring public economic and community development efforts. This planning process seeks to ground recommendations in a knowledge of national and global best practices, with a focus on high-performance organizations dedicated to solving complex economic and social policy issues through targeted programs and investments. Additionally, the effort seeks to identify structures for best integrating community and economic development objectives and removing silos of operation.

V. TIME FRAME FOR REVIEW:

The time frame for review of proposals is expected to be three (3) to six (6) weeks, but the City reserves the right to vary the period as necessary to meet its objectives. At the discretion of the City, one or more Respondents may be invited to be interviewed for purposes of clarification or discussion of their proposals.

VI. DELIVERABLES:

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

- A. a high-quality, formatted final report intended for use as a key policy document for the City of Tulsa, to communicate findings to the governance boards of partner public entities (Boards, Authorities, and Commissions), the Tulsa City Council, stakeholders engaged during the process, and the public at large.
 - 1. A comprehensive study which encompasses
 - a. Evaluation of existing economic and community development plans and goals compared to demographic indicators for Tulsa residents and recent quantitative and qualitative data from citizen surveys;
 - b. A diversity of input from a wide range of stakeholders;
 - c. Assessment of city departments, commissions, and authorities which have a role in executing the City's economic and community development goals; and

- d. Best practices in economic and community development, particularly as it relates to increasing economic mobility, neighborhood stability and revitalization, and producing equitable outcomes.
- 2. A strategy concerning economic and community development efforts that incorporates
 - a. **Recommended Metrics for Success:** Based upon the study, the final strategy should include a set of recommendations around metrics which could serve as the key performance indicators for future organizational structure(s).
 - b. **Recommended Strategies and Programs:** Based upon the recommendations listed in “Recommended Metrics for Success”, the final strategy shall include a set of recommended strategies and programs upon which enhanced community and economic development efforts should focus.
 - c. **Recommended Structure(s) for Coordinated Economic and Community Development Efforts:** A detailed set of recommendations related to viable structures for organizing the City’s efforts related to economic and community development. Recommendations shall identify the current legal structure of relevant entities, implications of revenue sources, a detailed overview of the benefits and drawbacks of pursuing recommended structures and recommended next steps for implementation of recommended structures. This recommendation shall describe how the Planning Office is integrated into relevant City processes, initiatives and authorities addressed in this report.
 - d. **Legal Analysis of Required Changes to Facilitate Recommended Structure(s):** Final deliverables must identify legal shifts that will be required to facilitate recommendations, and any issues that may arise in pursuing recommended structures.
 - e. **Recommended Staffing Plan for Coordinated Economic and Community Development Efforts:** A detailed set of recommendations related to the key skills needed within the City’s collective community and economic development efforts to ensure success. In addition to direct staff, the final report should identify areas where shared services could be implemented in order to achieve more effective outcomes and cost savings. When possible, the final report should identify recommended salary ranges for staff.
 - f. **Governance Structure:** The success of future community and economic development efforts will rely upon strict accountability to those charged with governance and oversight. The strategy should include recommendations for existing and future-state governance structures, and how each could engage the professional expertise needed to achieve financial and strategic success, as well as governance structures which incorporate community

representatives. To this latter point, the City of Tulsa is committed to ensuring future community and economic development efforts include structural opportunities for ongoing feedback and participation from the communities and residents most impacted by programs and policies.

- g. **Potential Funding Streams for Economic and Community Development Efforts:** Successful community and economic development efforts require substantial, ongoing resources. The strategy should include recommendations on how any new organization(s) could identify and establish sustainable revenue streams, or leverage existing revenue and assets, which can be utilized for the implementation of programs and strategies key to the attainment of goals and outcomes.

- B. a summary of key findings and recommendations
- C. an overview presentation of key findings and recommendations which will be used to introduce the report to stakeholders

VII. **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 Respondent's 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 Three (3) previous projects, and links to final products if available, that Respondent (and any others proposed as part of Respondent's team) has conducted for organizations of similar size and complexity. Provide contact names and telephone numbers of references from these organizations.
- D. **Proposed Engagement Plan and Project Schedule:** Respondents will prepare a proposed engagement plan and project schedule which shall clearly articulate key components of the project schedule and major benchmarks. The engagement plan must articulate how and when staff, the steering committee, and other stakeholders will be engaged throughout the project.
- E. **Site Visits:** Respondents must make at least three (3) visits to Tulsa to facilitate the project - an initial site visit and kick off, a mid-project visit to communicate preliminary findings and progress, and a final site visit and presentation of findings.
- F. **Status Communications:** Respondents must perform regularly scheduled

status calls for managing the project to ensure and to prevent delays in the project schedule. The City expects these regular status calls to be used to provide updates on progress on the Scope of Work, status of Deliverables, communication of needed data or information to City staff, and identification of known or potential roadblocks, barriers, or threats to the project.

- G. Review of Draft Deliverables:** Respondents must identify key points in the project schedule when draft deliverables will be made available for review to both staff and the project Steering Committee. As noted in the Scope of Work section, a transparent process and open, honest dialogue will be key to the project's success, and respondents should be prepared to clearly communicate preliminary findings as they are developed, with the goal of developing understanding and securing buy-in related to the implications of findings and recommendations.

VIII. EVALUATION OF PROPOSALS:

A selection panel consisting of staff from the Mayor's Office of Economic Development, Mayor's Office of Community Development, Tulsa Parking Authority, and Tulsa Development Authority, as well as the Chairs of the Tulsa Parking Authority, Tulsa Development Authority, Tulsa Industrial Authority, Tulsa Public Facilities Authority, and the Economic Development Commission will evaluate proposals.

- A. Respondent Interviews:** The City may 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.
- B. RFP Evaluation Criteria:** Consultant selection will be made based on the results of the evaluation of the proposals 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.
- 1. Experience (30 points):** Respondents' experience in similar projects, including the relevant experience of the key individuals who will be assigned to this project, as indicated by prior successful completion of similar projects. Central to this RFP will be an evaluation of whether the consultant/consultant team has previously worked to develop strategies that span multiple organizations or entities, or which required or suggested structural changes to achieve final project recommendations.

The City will assess the experience of each Respondent based upon the qualification areas below:

- a. Experience in understanding, managing, and navigating a complex landscape of multiple stakeholders, including separate boards and organizations with extensive history and established interest.
- b. Experience in extensive and complex legal and financial reviews, and a demonstrated ability to develop clear, actionable strategies from those reviews.

- c. Experience in developing new systems and organizational structures that are focused upon equitable outcomes or that lead to equity-focused work.

2. Methodology (25 points): Proposed project approach and methodology to meet the stated project objectives and an understanding of project objectives, project issues, and the proposed scope of work.

The City will assess the methodology of each Respondent based upon the qualification areas below:

- a. Regular, frequent updates to each entity represented in the strategic planning process and directly impacted by its outcome.
- b. Strong public engagement of external stakeholders not directly engaged, but with an identified interest in its outcome.
- c. Intentional and thoughtful engagement of the communities and residents impacted by this work - particularly communities and residents of color and in underserved areas of our city.

3. Economic Acumen (30 points): Respondent's demonstrated ability to understand economic and community development realities in communities with populations similar in size to Tulsa and the Tulsa Metropolitan Statistical Area (MSA). In particular, proposals will be evaluated based upon respondents' ability to identify pressing economic issues Tulsa faces now, and those which we will face in the future based upon current local, national, and global economic trends and Tulsa's historic and current industry base and economic trajectory.

4. Budget & Timeline (15 points): Respondent's proposed project budget and timeline to deliver items specified in the scope of work.

C. Final selection shall be the sole determination of the City, 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. 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).

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:

- 1. The ability, capacity and skill of the Respondent to perform the contract or provide the service required,

2. Whether the Respondent can perform the contract or provide the service promptly or within the time specified, without delay or interference,
3. The character, integrity, reputation, judgment, experience and efficiency of the Respondent,
4. The quality of performance by Respondent of previous contracts or services,
5. The previous and existing compliance by the Respondent with laws and ordinances relating to the contract or service,
6. The sufficiency of the financial resources and ability of the Respondent to perform the contract or provide the service,
7. The quality, availability and adaptability of the Supplies, Services, and Information Technology Systems offered by Respondent to the particular use required,
8. The ability of the Respondent to provide future maintenance, support and service related to Respondent's offer,
9. 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,
10. The degree to which the Proposal submitted is complete, clear, and addresses the requirements in the Proposal specifications,
11. If a point system has been utilized in the Proposal specifications, the number of points earned by the Respondent.
12. The total cost of ownership, including the costs of supplies, materials, maintenance, and support necessary to perform the item's intended function.
13. 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 and any subsequent correspondence related to this proposal process 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 CSP 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.

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XI. Links to Reference Documents

AIM Plan: <https://www.cityoftulsa.org/government/performance-strategy-and-innovation/strategic-plan/>

City of Tulsa Authorities, Boards, and Commissions:
<https://www.cityoftulsa.org/government/authorities-boards-and-commissions/>

City of Tulsa Economic Development: <https://www.cityoftulsa.org/economic-development/>

Gallup-Tulsa Citivoice Index: <https://www.cityoftulsa.org/Citivoice>

New American Economy Cities Index:
<https://www.newamericaneconomy.org/cities-index/>

New Tulsans Initiative Plan: <https://www.cityoftulsa.org/new-tulsans/>

PLANiTULSA
<http://www.tmapc.org/Documents/Tulsa%20Comprehensive%20Plan.pdf>

Resilient Tulsa Strategy: <https://www.cityoftulsa.org/government/resilient-tulsa/>

Tulsa Equality Indicators: <https://www.tulsaei.org/>

Tulsa's Future; an economic development strategic planning effort in partnership with the Tulsa Regional Chamber:
<https://tulsachamber.com/tulsasfuture>, www.GrowMetroTulsa.com

U.S. Bureau of Labor Statistics: <https://www.bls.gov/>

What Works Cities - Bloomberg: <https://whatworkscities.bloomberg.org>

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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, of lawful age, being first duly sworn, on oath says that this contract is true and correct. Affiant further states that the work, services or materials will be completed or supplied in accordance with the contract, plans, specifications, orders or requests furnished the affiant. Affiant further states that (s)he has made no payment directly or indirectly of money or any other thing of value to any elected official, officer or employee of the City of Tulsa or any public trust of which the City is a beneficiary to obtain or procure the contract or purchase order.

By: _____
Signature

Name: _____

Company: _____

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**

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)

☐ Sole Proprietorship

☐ Partnership

☐ Corporation

☐ Limited Partnership

☐ Limited Liability Company

☐ Limited Liability Partnership

☐ Other: _____

Address: _____

Street

City

State

Zip

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

Sales Contact:

Name: _____

Street: _____

City: _____

State: _____

Phone: _____

Fax: _____

Email: _____

Legal or Alternate Sales Contact:

Name: _____

Street: _____

City: _____

State: _____

Phone: _____

Fax: _____

Email: _____

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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Price Sheet Summary

Exhibit A

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 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: _____

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City of Tulsa General Contract Terms

It is anticipated that the City of Tulsa will enter into an Agreement (contract) with the selected Respondent 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.** 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: _____