

# Request for Proposal

20-711

## Professional Services for

Kirkpatrick Heights Addition and Greenwood Site Master Plan

### NIGP Commodity Code(s):

906-64 Planning, Urban (Community, Regional, Area Wide, Etc.)

918-92 Urban Planning Consulting

925-61 Land Development & Planning/Engineering

### Submit proposals (sealed) to:

Deputy City Clerk  
City of Tulsa  
175 E. 2<sup>ND</sup> St.  
Suite 260  
Tulsa, OK 74103



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**I. STATEMENT OF PURPOSE:**

With this Request for Proposal (RFP), we are searching to secure professional services to provide a master plan which will govern redeveloping 56 acres of Tulsa Development Authority-owned property within view of the City of Tulsa's (City) City Hall.

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, January 15, 2020, Central Standard Time**. Please place proposals in a sealed envelope or box clearly labeled "**RFP 20-711, Kirkpatrick Heights Addition and Greenwood Site Master Plan**".  
**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 **December 16, 2019**.

**Terry Thomas, Senior Buyer**  
[tthomas@cityoftulsa.org](mailto: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. Proposals will be opened on the morning after the due date, at 8:30am, at the:

**Standards, Specifications, and Awards Committee Meeting**  
**175 East 2<sup>nd</sup> Street, 2<sup>nd</sup> Floor**  
**City Council Chamber**

7. Pre-Proposal Teleconference: A **mandatory** pre-proposal teleconference will be held **December 12, 2019 at 3:00 PM CST** to discuss the RFP and submission process. Interested parties must request access information no later than 24 hours prior to the conference.

**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:

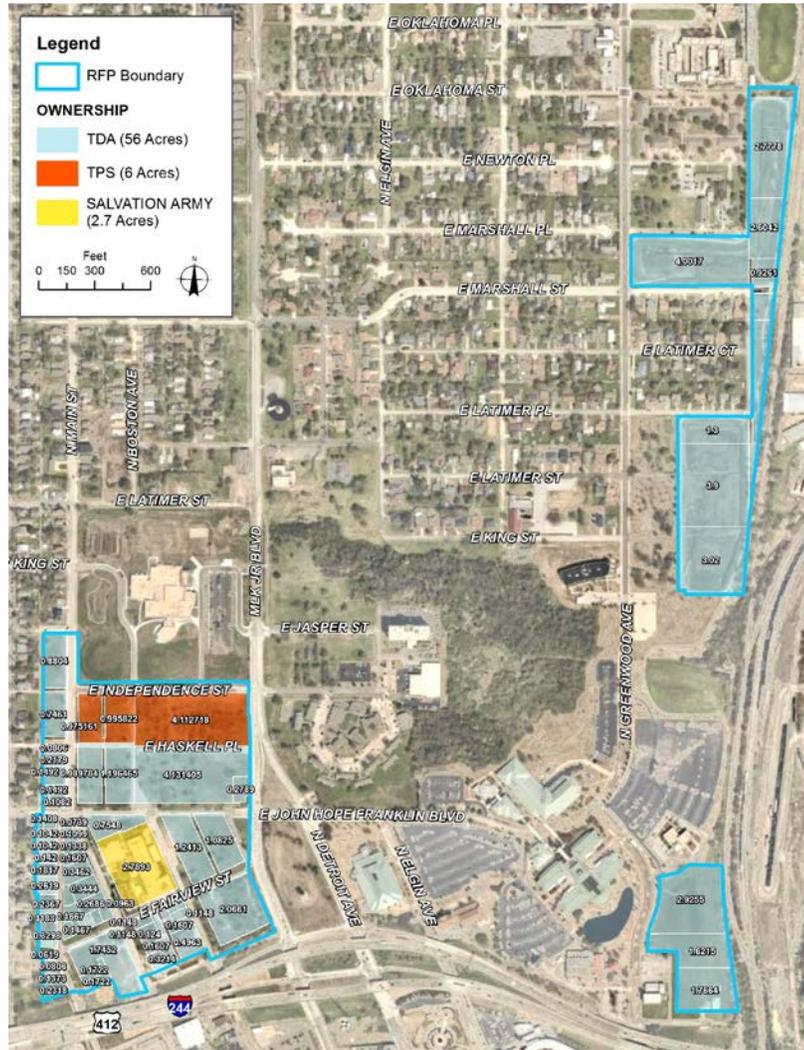
“The Respondent shall take the necessary actions to ensure its facilities are in compliance with the requirements of the Americans with Disabilities Act. It is understood that the program of the Respondent is not a program or activity of the City of Tulsa. The Respondent agrees that its program or activity 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. **Property Boundaries**



#### B. **Historic Context**

The Greenwood area was established as a freedom colony, or an area settled by freedmen emancipated after the Civil War. The late 19<sup>th</sup> century land rushes brought many Blacks to Oklahoma, as well as the Creek- and Cherokee-enclaved Blacks and Freedmen who arrived in Oklahoma via the Trail of Tears. Many Blacks settled in the northern part of Tulsa, and through land ownership and revenue, they created one of the most commercially successful and affluent Black communities in the United States. Booker T. Washington referred to the area as “the Negro Wall Street”. In addition to the oppression from Jim Crow laws, racial terrorism

through lynchings and whipping parties, and other racist policies were prominent in Oklahoma, thus fueling segregation and the need for a welcoming place to live, work, and play for Black Oklahomans. O.W. Gurley and J.B. Stradford are credited as founders of the exclusive Black enclave, and they promoted land ownership and cooperative economics.

The United States experienced a wave of race-based violence in the late 1910's and 1920's, and the racial tension in Tulsa was exacerbated by jealousy surrounding the wealth and economic success of Black Tulsans. This tension erupted into what ultimately became known as the Tulsa Race Massacre in 1921. Sparked by unfounded allegations of assault between a Black man and white woman, in two days – May 30 to June 1, 1921 - the residential and commercial district known as Greenwood was destroyed by a mob of white Tulsans: homes and businesses were bombed, over 300 Greenwood residents were shot and killed, and countless others were injured. 191 businesses, a school, a multitude of churches, and the only hospital in the area, along with over 1,200 homes were burned. Property losses totaled \$1.5 million in real estate and \$750,000 in personal property (over \$30 million by today's standards). No insurance claims were honored, and citizens had to rebuild from private funds, loans, and other means.

By the morning of June 1, many Black residents of Tulsa were murdered, had fled town, or were interred in camps to ensure there were no more counterattacks.

Nearly 9 years after the massacre, the Greenwood District rebuilt and exceeded the amount of businesses they had prior to the massacre. [But predatory lending, public disinvestment, Urban Renewal programs, and the redistribution of wealth \(from spending in the Greenwood area to spending in formerly whites-only establishments ultimately led to the mid-century decline of Black Wall Street.](#)

Tulsa Model Cities, a local planning program, began in 1967 because of the Demonstration Cities and Metropolitan Redevelopment Act of 1966, which was aimed at coordinating projects for urban renewal, highway and transit construction, and more. Homes and businesses were torn down for redevelopment as well as for the construction of the Interstate-244 highway and the US75 highway, eroding the physical fabric of the Greenwood community. Displaced families moved north, and the ties that once bound the Greenwood community were severed with the elimination of the walkable, dynamic community. The Kirkpatrick Heights Addition area (south of Emerson Elementary School), was included in the urban renewal project, [where remnants of driveways and steps situated within empty,](#) vegetated blocks are present reminders of the redevelopment that never came.

In the early 1980s, Tulsa sought to establish a state university within its city limits. Thus, the University Center at Tulsa was born. The University of Oklahoma, Oklahoma State University, Langston University, and Northeastern State University formed a 200-acre conglomerate of campuses offering undergraduate and graduate-level courses on the land previously cleared for development. Projections of 20,000 students by the year 2000 and the development of a research park fell short of the plans, leading to public discourse over the use of the land intended for development and revitalization of the north Tulsa community.

In 2015, a \$9 million Tulsa Public Schools bond issue allowed for the expansion of Kirkpatrick Heights Addition-area Emerson Elementary School. The campus would double in size to serve 600 students as well as become Oklahoma's first public Montessori school. This shift attracted many non-neighborhood residents to the area, and fears of gentrification and subsequent displacement of long-time residents heightened. The expansion of Emerson Elementary helped accelerate the ongoing revitalization of The Heights Historic Neighborhood (formerly known as Brady Heights Historic Neighborhood). While 70% of the population in the Kirkpatrick Heights Addition neighborhood to Pine Street are African American (according to 2010 Census data), the historic Heights and Cheyenne neighborhoods are less than 50% African American and have experienced the most change with housing renovations.

In short, the Kirkpatrick Heights Addition/Greenwood area in Tulsa has undergone dramatic social and physical changes over the past several decades, from urban renewal to the construction of I-244 through the community as well as economic development challenges. As Tulsa's growth and reinvestment in downtown begins to pivot toward north Tulsa, however, many residents in the surrounding neighborhoods and proponents of the Historic Greenwood District are fearful of gentrification and displacement. Property values have noticeably increased in this area of town. This opportunity to envision the redevelopment of the long-vacant, visual reminder of urban removal may only increase that concern –thus it is critical that this context be central to our planning efforts, and that the plan's ultimate recommendations reflect a focus on addressing decades of disinvestment and exclusion.

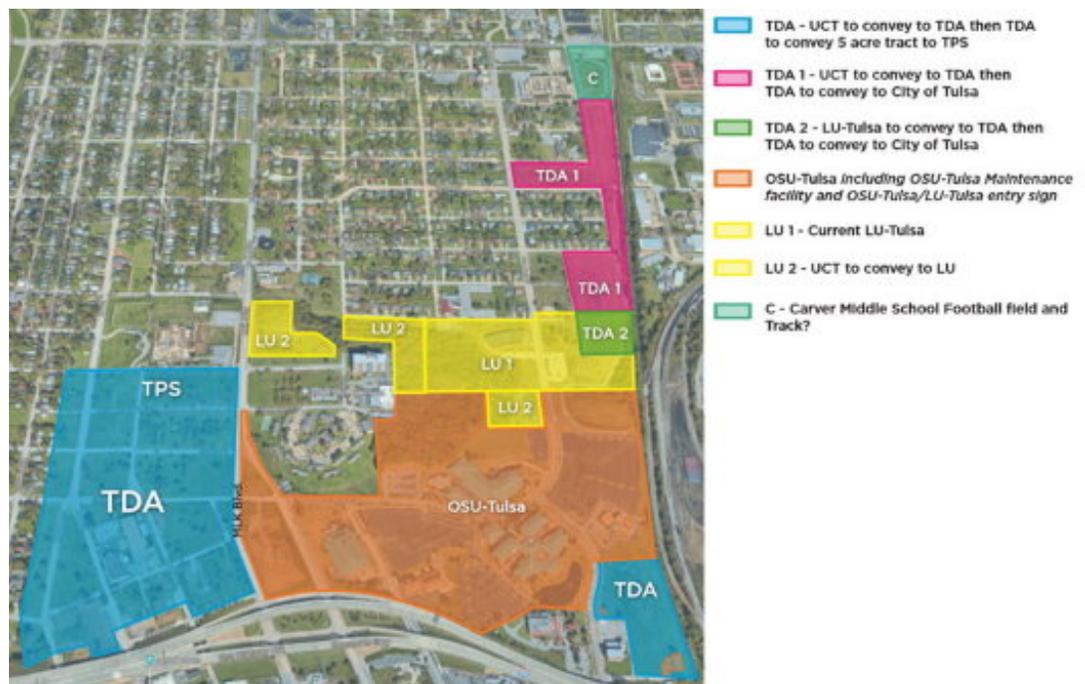
### **C. Community**

The following neighborhoods and neighborhood associations surround the Kirkpatrick Heights/Greenwood areas and can be viewed via an interactive map found online. (<http://maps.cityoftulsa.org/neighbors/>):

- Adams Alert Neighbors
- Legacy Neighborhood Association
- The Heights Historic District Neighborhood Association
- Melrose Place Neighborhood Association
- Dunbar Neighborhood Association
- University Park Neighborhood Association
- Ben Hill Park Block Group
- Greenwood Neighborhood Association
- Dunbar Neighborhood Association
- Country Club Square Neighborhood Association
- Crutchfield Neighborhood Association

### **D. Ownership**

In 2018, [Tulsa Development Authority \(TDA\) regained control of a portion of land previously conveyed](#) to the University Center at Tulsa Authority (UCATA) in 1986. The transfer of ownership was made back to the TDA after promised growth of the multi-university campus did not meet projections set out at the establishment of the UCATA. The Study Area lies immediately to the north of Downtown Tulsa and several of the city's fastest growing entertainment districts and is itself one of the most historically significant neighborhoods in the city given its connection to the Greenwood District. Recognizing the need to increase density in its urban core and revitalize urban neighborhoods, the City recently launched a housing feasibility study for near-downtown neighborhoods to meaningfully prepare for economic development opportunities in these areas. Given the unique history of the vacant property, it is important to engage in a master planning process informed by stakeholders ranging from long-time residents, community leaders, nearby education institutions, business owners, and others.



## E. Existing Plans and Studies In-Progress

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

1. 2018 Gallup-Tulsa CitiVoice Index:  
<https://www.cityoftulsa.org/citivoice>
2. Arena District Master Plan:  
<https://www.cityoftulsa.org/media/9365/admp-final-report-12-10-18.pdf>
3. BMX Facility Development Plans:  
[https://www.tulsaworld.com/news/local/government-and-politics/bmx-project-cost-increases-by-nearly-million-won-t-be/article\\_b4a3ea5c-3d74-5084-8347-0a5cbfae6d74.html](https://www.tulsaworld.com/news/local/government-and-politics/bmx-project-cost-increases-by-nearly-million-won-t-be/article_b4a3ea5c-3d74-5084-8347-0a5cbfae6d74.html)

4. City of Tulsa Bicycle-Pedestrian Master Plan (GO Plan):  
[http://www.incoq.org/Transportation/Go\\_Plan.html](http://www.incoq.org/Transportation/Go_Plan.html)
5. City of Tulsa Interactive Maps:  
<http://maps.cityoftulsa.org/neighbors/>
6. City of Tulsa Strategic Plan (AIM Plan):  
<https://www.cityoftulsa.org/media/6678/aim-action-plan-022018-draft-v1.pdf>
7. Downtown Area Master Plan:  
<https://www.cityoftulsa.org/media/109998/DAMPVolume1-11-10.pdf>
8. Downtown Streetscape Master Plan:  
<http://downtowntulsaok.com/wp-content/uploads/2015/06/Streetscape.pdf>
9. Downtown Walkability Study:  
<http://downtowntulsaok.com/wp-content/uploads/2018/08/FINAL-Tulsa-Walkability-Analysis-Report-05302018.pdf>
10. Tulsa Development Authority Strategic Plan:  
<http://www.tulsadevelopmentauthority.org/wp-content/uploads/2015/10/TDA-Strategic-Plan.pdf>
11. Executive Order Establishing Tulsa Stadium Improvement District:  
<http://downtowntulsaok.com/wp-content/uploads/2019/05/TSID-RFA.pdf>
12. Housing Market Study and Strategy (currently in progress)
13. MTTA Bus Routes:  
<http://tulsatransit.org/maps-schedules/>
14. Notre Dame School of Urban Design Community Charette (not a City of Tulsa plan/initiative):  
[http://www.tulsadevelopmentauthority.org/wp-content/uploads/2018/01/2017-ND-Tulsa-Project-Booklet\\_18-0118r1.pdf](http://www.tulsadevelopmentauthority.org/wp-content/uploads/2018/01/2017-ND-Tulsa-Project-Booklet_18-0118r1.pdf)
15. Resilient Cities (See page 43):  
<http://100resilientcities.org/wp-content/uploads/2019/07/100RC-Report-Capstone-Abridged-PDF.pdf>
16. Resilient Tulsa:  
<https://www.cityoftulsa.org/media/7673/reslient-tulsa-digital-web.pdf>
17. Retail Market Study and Strategy:  
<https://www.cityoftulsa.org/media/9414/retail-marketing-study-final.pdf>
18. Smart Growth Initiatives:  
<https://www.epa.gov/smartgrowth/smart-growth-illustrated>
19. Tulsa Arts District Small Area Plan:  
[https://www.cityoftulsa.org/media/1562/downtown\\_vol1-4.pdf](https://www.cityoftulsa.org/media/1562/downtown_vol1-4.pdf)
20. Tulsa Comprehensive Plan (PLANiTULSA):  
<http://www.tmapc.org/Documents/Tulsa%20Comprehensive%20Plan.pdf>

21. Tulsa Equality Indicators:  
[https://www.tulsaei.org/wp-content/uploads/2019/05/Tulsa-Equality-Indicators-Report\\_2019.pdf](https://www.tulsaei.org/wp-content/uploads/2019/05/Tulsa-Equality-Indicators-Report_2019.pdf)
22. Tulsa Historic Districts and Historic Landmarks:  
<http://tulsapreservationcommission.org/districts-listed/>
23. Tulsa Major Street and Highway Plan:  
[http://www.incog.org/Mapping\\_GIS\\_Resources/Documents/Major%20Street%20&%20Highway%20Plan%20Map.pdf](http://www.incog.org/Mapping_GIS_Resources/Documents/Major%20Street%20&%20Highway%20Plan%20Map.pdf)
24. Tulsa Race Massacre Centennial Commission Efforts:  
[https://www.tulsaworld.com/opinion/editorials/tulsa-world-editorial-north-tulsans-need-to-lead-memorials-of/article\\_c2e47b6f-dbc8-5d2d-8b84-a5021cfde4ca.html](https://www.tulsaworld.com/opinion/editorials/tulsa-world-editorial-north-tulsans-need-to-lead-memorials-of/article_c2e47b6f-dbc8-5d2d-8b84-a5021cfde4ca.html)
25. The Unity Heritage Greenwood Small Area Plan:  
<http://www.tulsadevelopmentauthority.org/wp-content/uploads/2016/11/Unity-Heritage-Neighborhoods-Plan-HQ.pdf>

**F. Near-Term Development Projects Near Project Site**

1. Capital Homes Emerson Development:  
[https://www.capitalhomes.com/Find\\_Your\\_Home/Tulsa/Emerson](https://www.capitalhomes.com/Find_Your_Home/Tulsa/Emerson)
2. The Joinery:  
[https://www.tulsaworld.com/business/sustainability-is-goal-of-the-joinery-a-new-project-in/article\\_2f80f04b-a032-5c00-99ec-329f33056a8f.html](https://www.tulsaworld.com/business/sustainability-is-goal-of-the-joinery-a-new-project-in/article_2f80f04b-a032-5c00-99ec-329f33056a8f.html)
3. Downtown Tulsa Development Projects:  
[https://www.tulsaworld.com/business/downtown-tulsa-development-projects-coming-soon-or-recently-completed/collection\\_2e50248b-80c7-57a5-aa0d-5668c2f1d07b.html](https://www.tulsaworld.com/business/downtown-tulsa-development-projects-coming-soon-or-recently-completed/collection_2e50248b-80c7-57a5-aa0d-5668c2f1d07b.html)

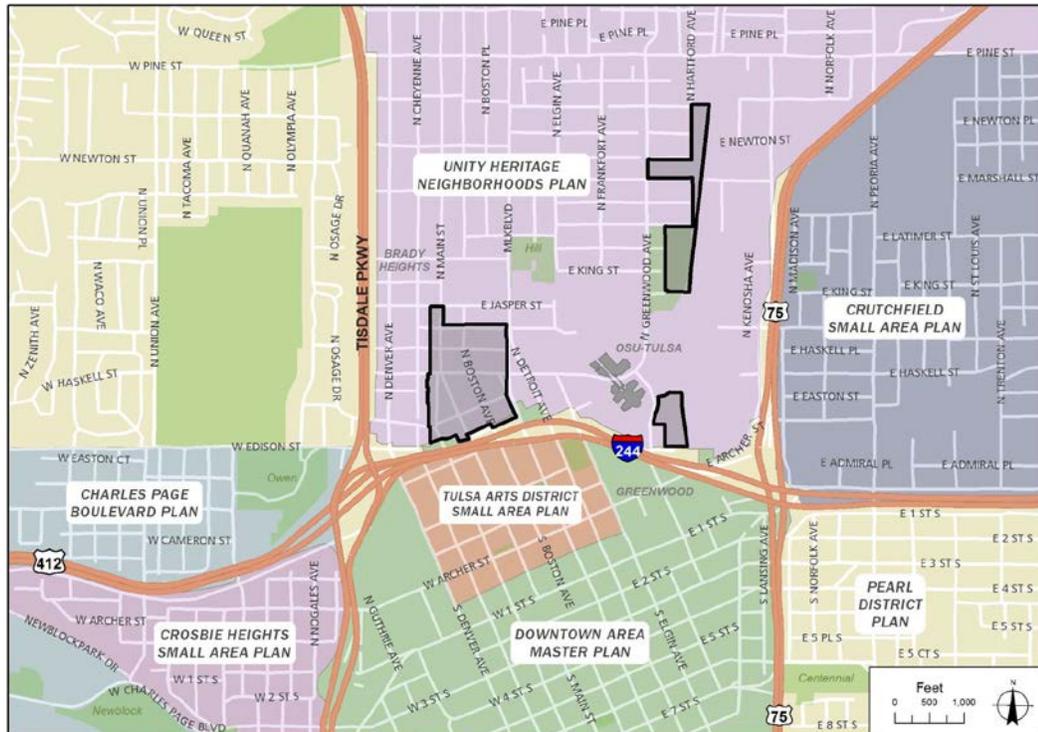
**IV. SCOPE OF WORK:**

The following in no way implies a timeline or order to the completion of these tasks

- A. The conceptual master plan shall provide strategies for incremental development with a mix of uses, reflecting the planning and economic context of the area. It must create forums for educating and engaging stakeholders in the development of the plan so that it honors the rich history and legacy of the area and represents the desires of the community. This project should serve as a national model for equitable, sustainable, multi-dimensional inclusive urban development that shifts “[contemporary urban policy off of display and on to dwelling](#)”
- B. Concurrent to the release of this RFP, the City, along with the Tulsa Development Authority, Downtown Coordinating Council, Economic Development Commission, and Tulsa Planning Office, is amid a comprehensive Downtown and Near Downtown Housing Study. This study, led by Development Strategies, will play a crucial role in informing development potential within the Study Area, and Respondents should

expect and plan for strong coordination with the Development Strategies team.

- C. The Respondent shall undertake a collaborative process that engages the stakeholders associated with the Kirkpatrick Heights Addition/Greenwood neighborhoods to achieve successful outcomes.
  - 1. The process will culminate in a plan that reflects the needs and desires of the community and helps direct future decision-making as it relates to the orderly growth and development of the neighborhood.
  - 2. The Plan will provide a framework for the development of future public policy pertaining to redevelopment, infrastructure improvements and enhancements, and development of cultural resources in the neighborhood.
  
- D. The Respondents community engagement efforts shall employ these techniques:
  - 1. **Community Coalition.** A group of neighborhood stakeholders has been formed to help guide this planning process. The Community Coalition will represent the full range of interests and meet on a regular basis to critically review analysis and products at each step of plan formation and help as a sounding board for new ideas to ensure that plan content reflects the values of stakeholders and the Tulsa community, and to serve as a creative force to develop innovative ideas for the Kirkpatrick Heights Addition/Greenwood area.
  - 2. **Human-Centered Design.** The consultant(s) should provide a meaningful, iterative approach to design development via comprehensive charrettes and workshops throughout the process. This will be done with the Community Coalition to provide background information and situational context on buildings, land uses, landmarks, historic elements, and historic and cultural relevance in the Kirkpatrick Heights Addition/Greenwood area.
  - 3. **Open House(s).** At least two open house meetings will be held to engage a broader group of interested citizens and provide the opportunity for them to interact with members of the CC, planners, and other stakeholders. This open house should be designed to both solicit ideas from the public, and to build excitement and secure their buy-in for the future implementation of the plan's recommendations.
  - 4. **Inventory and Analysis.** This task provides technical analysis for the master plan and shall address the following issues as they apply to the study area:
    - a. **Economic Assessment.** The focus of the economic assessment should be an analysis of current and projected economic development within the site boundary and geographic area as a whole; identifying current gaps in development or services provided to residents and visitors; and outlining opportunities where planned growth in the site boundary can fill these gaps.



**b. Connections.** Gather and review issues of connectivity within—

- 1) Transit routes and frequency of service, including planned Bus Rapid Transit and midtown circulator routes;
- 2) Bike routes and dedicated lanes;
- 3) Pedestrian corridors and connections especially related to destinations;
- 4) On-street and off-street parking capacity and demand, especially for events, housing (targeted information from the housing study); retail (perhaps targeted to food access, other key services identified in the Unity Heritage Small Area Plan); commercial development; entertainment/community attractions;
- 5) Need for green spaces/community gathering points.

**E.** The City of Tulsa is a [Resilient City](#), and it is important for our initiatives to be developed through a resilient systems lens (See: Section III, E.13, link 2). A resilient system can withstand, respond to, and readily adapt to shocks and stresses. The Respondent shall develop objectives through these lenses—reflective, resourceful, inclusive, integrated, robust, redundant, and flexible.

**F.** The following represents a preliminary list of desired development objectives created by the City of Tulsa, which are subject to change and evolve based on feedback gathered throughout the community engagement process:

1. **Economic Potential:** assessment of the area’s economic environment, including existing market conditions for the immediate area, and the

Unity Heritage Greenwood area more broadly; service and use gaps; and strategies for promoting and sustaining ideal development within the area;

2. Housing Strategy: a comprehensive mixed-income housing strategy, utilizing the data gained through a housing study currently underway with Development Strategies and expected to be completed by December 2019.
3. Urban Connectivity: a plan for enhancing transportation, social and economic connections between the Study Area and existing communities to strengthen social cohesion.
4. Land Use Planning: a plan focused upon mixed-use development, public spaces and facilities, alternate transportation systems, quality of life and place-making features, and environmental conditions.

**V. DELIVERABLES:**

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

**A. Recommended Development Program:** The final report shall include a set of recommendations for development types that have strong market potential based upon current economic realities. Development recommendations shall include absorption projections and details on which types of uses may require public support or incentives. Recommendations shall include data or evidence-based practices as support.

**B. Recommended Land Use Plan:** A proposed land use plan and maps. These shall include but are not limited to:

1. Land Use/Zoning: Recommendations for land use throughout the Study Area, to include recommendations for density and transitions to and from surrounding uses
2. Urban Design Standards: Recommendations for ensuring high quality urban design while maintaining flexibility and allowing for creative, incremental development
3. Parking: Identification of opportunities and/or needs for structured parking, particularly shared opportunities which can reduce the cost of development and maintain density
4. Transportation and Infrastructure: Recommendations for street grid patterns and design, focused on reconnecting to the existing neighborhood and multi-modal transportation options that allow for public transit, walking, and cycling
5. Public Realm and Public Spaces: Recommendations for public realm enhancements and public spaces which will highlight the history of the neighborhood, create and maintain a strong sense of community, and enhance the long-term economic viability of a mixed-use neighborhood

**C. Policy Recommendations:** A set of policy recommendations which will ensure that the redevelopment of the area meets the goals of the City and vision of participants in the plan. Recommendations shall include but are not limited to:

1. Long-term governance and oversight of redevelopment: The plan should assess existing economic and community development organizations and recommend actions for existing organizations to take to ensure effective execution and oversight of redevelopment or note if a new organization should be formed.
2. Long-term neighborhood and district investment and promotion: The plan should assess the need for and viability of special assessments which could fund ongoing costs associated with maintenance, beautification, and promotion of the neighborhood and business district.
3. Tools for maintaining an affordable, diverse neighborhood: The plan should recommend mechanisms which the City could utilize in order to maximize the presence of affordable housing for the long-term, which will promote the creation and success of businesses owned by Tulsans of all backgrounds and income levels, and which will aid in ensuring the neighborhood's distinct history and culture are enhanced and built upon. Tools could include federal, state and local funding mechanisms.

**D. Communication and Feedback**

1. Periodic progress reports – frequency to be determined
2. Notes (and images as appropriate) from all meetings with the core working group, steering committee, community coalition, other stakeholders, or the public.
3. Draft and final versions of plan document for review at established benchmarks

**VI. RESPONDENT AND PROPOSAL REQUIREMENTS**

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

- A. Hard-copy proposals are to be prepared in a bound 8-1/2 x 11-inch size submission. 11 x 17-inch drawings may be included and bound (folded) within the proposal as needed to clearly illustrate the submittal. All text to be of a clearly readable format, size 12 font or larger. One (1) unbound original and fifteen (15) Bound copies of the proposal plus one (1) (1) digital copy (compact disc or USB drive).
- 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 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. Provide a project schedule, identifying beginning and ending dates of work, as well as project target dates.
- E. Provide a fee and reimbursable expense schedule outlining the services to be provided under each phase of work. Provide 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 deliverable.

**VII. EVALUATION OF PROPOSALS:**

A panel consisting of not less than three City of Tulsa employees will evaluate proposals.

Respondent 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

<b>EXPERIENCE</b>	<b>30 points</b>
<p>Respondent's experience in similar projects, contexts, and communities, including the relevant experience of key individuals who will be assigned to this project, as indicated by prior successful completion of similar projects.</p> <p>Central to this RFP will be an evaluation of 1) whether the consultant/consultant team has previously worked to design/develop in historically underserved communities with 2) meaningful community engagement throughout the process, and 3) demonstrated experience developing tools that ensure inclusive, equitable growth within a planning area.</p>	
<b>METHODOLOGY</b>	<b>25 points</b>
<p>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.</p>	
<b>DEVELOPMENT ACUMEN</b>	<b>30 points</b>
<p>Respondent's demonstrated ability to understand housing and commercial realities in communities with populations similar in size to Tulsa (est. population 408,000).</p> <p>How has the consultant/consultant team demonstrated application of new urbanist approaches to development?</p>	
<b>BUDGET &amp; TIMELINE</b>	<b>15 points</b>
<p>Respondent's proposed project budget and timeline to deliver items specified in the scope of work.</p>	

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).

**VIII. 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.

**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.
- H.** Seller and its subcontractors must obtain at Seller’s expense and keep in effect during the term of the Purchase Agreement, including any renewal periods, policies of General Liability insurance in the minimum amounts set

forth below and Workers' Compensation insurance in the statutory limits required by law.

Personal injury, each person	\$ 175,000.00
Property damage, each person	\$ 25,000.00
Auto Liability, each occurrence	\$ 1,000,000.00
Personal injury and property damage, each occurrence	\$ 1,000,000.00
Workers' Compensation	(Statutory limits)

**SELLER'S INSURER MUST BE AUTHORIZED TO TRANSACT BUSINESS  
IN THE STATE OF OKLAHOMA.**

You will have 10 days after notification that your Bid was selected for contract award by City to provide proof of such coverage by providing the assigned Project Buyer, shown in the "INSTRUCTIONS FOR SUBMITTING A PROPOSAL" section of this document, with a Certificate of Insurance. The Certificate of Insurance must be completed with the following information:

- A. Your name
- B. Insurer's name and address
- C. Policy number
- D. Liability coverage and amounts
- E. Commencement and expiration dates
- F. Signature of authorized agent of insurer
- G. Invitation for Bid number

The Seller shall not cause any required insurance policy to be cancelled or to permit it to lapse. It is the responsibility of Seller to notify City of any change in coverage or insurer by providing City with an updated Certificate of Liability Insurance. Failure of Seller to comply with the insurance requirements herein may be deemed a breach of the Purchase Agreement. Further, a Seller who fails to keep required insurance policies in effect may be deemed to be ineligible to bid on future projects, ineligible to respond to invitations for bid, and/or ineligible to engage in any new purchase agreements.

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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**





## 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 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

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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 1<sup>st</sup> to June 30<sup>th</sup>) in which such Services are purchased. In the event City does not appropriate or budget sufficient funds to perform this Agreement, this Agreement shall be null and void without further action by City.
2. **No Indemnification or Arbitration by City.** Contractor understands and acknowledges that City is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, City shall not indemnify nor hold Contractor harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys' fees and costs. In addition, Contractor shall not limit its liability to City for actual loss or direct damages for any claim based on a breach of this Agreement and the documents incorporated herein. City reserves the right to pursue all legal and equitable remedies to which it may be entitled. City will not agree to binding arbitration of any disputes.
3. **Intellectual Property Indemnification by Contractor.** Contractor agrees to indemnify, defend, and save harmless City and its officers, employees and agents from all suits and actions of every nature brought against them due to the use of patented, trademarked or copyright-protected appliances, products, materials or processes provided by Contractor hereunder. Contractor shall pay all royalties and charges incident to such patents, trademarks or copyrights.
4. **General Liability.** Contractor shall hold City harmless from any loss, damage or claims arising from or related to the performance of the Agreement herein. Contractor must exercise all reasonable and customary precaution to prevent any harm or loss to all persons and property related to this Agreement.
5. **Liens.** Pursuant to City's Charter (Art. XII, §5), no lien of any kind shall exist against any property of City. Contractor agrees to indemnify and hold the City harmless from all claims, demands, causes of action or suits of whatever nature arising out of the services, labor, and material furnished by Contractor or Contractor's subcontractors under the scope of this Agreement.
6. **No Confidentiality.** Contractor understands and acknowledges that City is subject to the Oklahoma Open Records Act (51 O.S. §24A.1 *et seq.*) and therefore cannot assure the confidentiality of contract terms or other information provided by Contractor pursuant to this Agreement that would be inconsistent with City's compliance with its statutory requirements 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](http://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: \_\_\_\_\_