

Request for Proposal

TAC 1204 Addendum 3

Professional Services for Evans-Fintube Site Development Feasibility Study

NIGP Commodity Code(s):

918-89 Real Estate/Land Consulting (Including Land Survey Consulting)

925-61 Land Development and Planning/Engineering

961-94 Zoning, Land Use Studies

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: Thursday, April 2, 2020

Addendum #3

Please note the following changes which have been made for clarification to this Invitation for Sealed Bid. This addendum must be listed as Addendum #2 on Form #6 of the bid package as verification that you have received and are aware of the information contained herein.

QUESTIONS/CLARIFICATION/CHANGES:

QUESTION:

1. Can we submit our proposals electronically?

No. One (1) unbound original and five (5) bound copies of the proposal plus one (1) digital copy (compact disc or USB drive).

2. Our offices are all on strict work from home orders and are unable to have an authorized signatory provide a 'wet' signature and have a notary notarize the same original form. Can you please provide guidance on what might be acceptable under these circumstances?

Effective January 1, 2020 remote notarizations are allowed. The notary must be located in Oklahoma but there is a list of notaries currently authorized to do this.

<https://www.sos.ok.gov/notary/info/generalInformation.aspx>

Issued: Wednesday, March 25, 2020

Addendum #2

Please note the following changes which have been made for clarification to this Invitation for Sealed Bid. This addendum must be listed as Addendum #2 on Form #6 of the bid package as verification that you have received and are aware of the information contained herein.

QUESTIONS/CLARIFICATION/CHANGES:

CHANGE:

Questions /Clarification

1. Question: What role has the Greenwood community historically played in this site?

Response: A series of different plans have been developed for this site, and for the Greenwood District generally – some in conjunction with Greenwood leaders, and some not, candidly. The RFP includes links to plans that speak to historical planning work for this site and adjacent communities. The Unity Heritage small area plan was specifically developed with Greenwood leadership and the elected officials for the Greenwood District. The Downtown Area Master Plan also included the site and proposed a number of different approaches for its use. As we move forward with our efforts for this site, I expect Greenwood community leaders to be heavily involved in guiding the development of this site. The City Councilor that represents the Greenwood District will be a part of this work, as well as a number of individuals and organizations that have led these historic planning efforts and are leaders within the Greenwood District. It will likely also

be necessary for the City and selected consultant to confirm desired development approaches in the early phases of this project.

2. Question: City owns both the site and the building?

Response: Yes, that's correct.

3. Question: Can we rephrase the Price Sheet Summary into phases, instead of years?

Response: Yes, the Price Sheet Summary can be customized to fit your proposal outline.

4. Question: What is the general fee range for this project?

Response: We are not discussing the fee range for this project at this time – fees provided by each respondent will be a key consideration in our selection process. Please use your best judgement while considering the requirements of the RFP and identify a fee you believe allows you to meet these requirements with efficiency and excellence.

5. Question: What are the general expectations for a time frame?

Response: This project should be given appropriate time to work with community and not be rushed. That said, we estimate four to six months as an appropriate amount of time for the feasibility study, with an additional four to six months for developing the RFP and administering the selection process.

6. Question: What are the expectations, in terms of number of visits and presentations expected with a steering committee and elected officials?

Response: We do not have a set expectation for the number of visits. Proposals should demonstrate how they intend to communicate clearly and regularly with the stakeholders involved throughout both phases of the project. Respondents should give themselves the opportunity to receive feedback from the steering committee and elected officials at critical decision points, and to act on that feedback.

7. Question: What was the general fee range of the feasibility study for the TPA Arts District Lot (311 N Boulder site)?

Response: TPA has not released that information to us at this time. Anyone interested in details of that project may contact them directly.

8. Question: Were there lessons learned from the TPA Arts District Lot (311 N Boulder) project that the City would like applied to this project?

Response: Because that project is ongoing, lessons learned may be shared further along in the selection process.

9. Question: What are the expectations for deliverables—particularly visuals of future concepts—that are associated with this feasibility study?

Response: Visuals are a valuable way of communicating future concepts, especially to a lay audience. Though they were not listed as a required deliverable, they would be a welcome addition to the feasibility study, as would anything else that facilitates understanding of the Evans-Fintube site development process to a diverse range of community stakeholders. Besides this, the deliverables are simply those listed on page 10 of the RFP.

10. Question: What are general expectations for a process (and the resultant timeframe and cost):

- a) Fast and to-the-point: market-driven report with a white paper deliverable of data-supported recommendations, engagement with city policy makers**
- b) Transparent and Inclusive: a longer, higher-budget effort that engages a steering committee, distills input, brings people along in their understanding of economic and market considerations, and seeks to strike a balance between community needs and economic/market realities?**

Response: The process should at every point be transparent and inclusive, with the Greenwood community as an integral and driving part of our effort. But that need not necessitate a lengthy process: the Greenwood community has repeatedly been asked to plan for this site, and we would want to honor that past work by incorporating it into this effort and not asking for it to be duplicated or replicated. The early stages of this process should involve a review of the uses that have already been proposed for the area and confirming that those uses remain consistent with the current expectations of the Greenwood community – adding or removing uses where strong consensus exists. A critical part of this effort will be balancing the community's goals with both the short-term and long-term economic realities present in Tulsa. The process should ensure that these goals are transparently and honestly analyzed based upon the economic realities of the site and the Tulsa economy as a whole, and that all stakeholders – Greenwood District leaders and community members, the City, and developers – trust the process and have faith in the outcome.

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3-9-2020

Addendum #1

Please note the following changes which have been made for clarification to this Invitation for Sealed Bid. This addendum must be listed as Addendum #1 on Form #6 of the bid package as verification that you have received and are aware of the information contained herein.

QUESTIONS/CLARIFICATION/CHANGES:

CHANGE:

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 March 17, 2020.

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I. STATEMENT OF PURPOSE:

With this Request for Proposal (RFP), we are searching to secure professional services to provide feasibility study services for various development possibilities of an eleven (11) acre site most recently known as Evans-Fintube in the City of Tulsa's (City) Greenwood neighborhood adjacent to downtown.

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, April 08, 2020, Central Daylight Time**. Please place proposals in a sealed envelope or box clearly labeled "**Evans-Fintube Site Development Feasibility Study**".

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 March 17, 2020.

Ashleigh McCarn, Senior Buyer
amccarn@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 2nd Street, 2nd Floor
City Council Chamber

7. Pre-Proposal Teleconference: An optional pre-proposal teleconference will be held March 12, 2020 at 11:00 AM CDT to discuss the RFP and submission process. Interested parties must request access information no later than 24 hour 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:**

The Evans-Fintube site has historically been used for industrial purposes, but is strongly positioned for commercial, mixed use development. The property is located immediately northeast of Tulsa's Central Business District, a thriving commercial, residential, retail, and tourism destination, and within the boundaries of the Historic Greenwood District. The site is adjacent to the \$23 million USA BMX national headquarters, track arena, and hall of fame museum currently under construction; less than half a mile from the \$30 million Tulsa Drillers minor league baseball stadium and the Greenwood Cultural Center, which is scheduled to undergo a \$5.34 million renovation in conjunction with the construction of a new Greenwood Rising history center to mark the centennial of the 1921 Tulsa Race Massacre; and other downtown-area attractions, including the thriving Arts District and an award-winning public park; Guthrie Green.



A. Site Description

The site consists of roughly 11 acres of vacant land along Archer and Lansing Avenues, as well as the historic Oklahoma Iron Works/Bethlehem Supply Company building in the northwest of the site. The Oklahoma Iron Works/Bethlehem Supply Company building contains approximately 118,210 square feet and is listed on the National Register and is eligible for Historic Rehabilitation Tax Credits at both the state and federal levels. Preserving and rehabilitating this building is a requirement of future development and needs to be contemplated in any feasibility study.

B. Current Zoning and Future Site Planning

Mirroring its historical use, the Evans-Fintube site is currently zoned Industrial Moderate (“IM”), which permits moderate industrial zoning usage. It is typified by warehousing, wholesaling, or industrial park development that may produce moderately objectionable environmental influences.

However, in 2004 the site was designated for mixed-use entertainment and retail development under the Tulsa Development Authority’s Urban Renewal Plan, which was developed as a roadmap to stimulate growth in the downtown Tulsa area. In 2016 the plan was incorporated into a larger planning effort, the Unity Heritage Neighborhoods Plan, which outlined a vision for both this site and additional land north of downtown Tulsa. Community leaders, as well as participants in a 2009 Mayor’s Institute on City Design initiative, have also spoken of the Evans-Fintube site serving as a community destination where residents from downtown and adjacent neighborhoods can interact and enjoy retail, dining, entertainment, and public attractions; it could also serve as a tourism draw for the region.

Uses on the Evans-Fintube site may include but are not limited to: commercial/office (as part of a mixed use development), retail, hotel, restaurants, entertainment venues, public space, and residential (as part of mixed-use), with a strong public space and attractions component. A link to the Unity Heritage Neighborhoods Plan, as well as additional context, can be found in D. Existing Plans and Studies In-Progress, under Adopted Land Use Plans.

The City would support and initiate a re-zoning of the Evans-Fintube site from Industrial Moderate to accommodate a development in keeping with the Sector Plan and subsequent planning efforts.

C. Access

The Evans-Fintube site is located adjacent to downtown Tulsa, and Archer Street connects downtown Tulsa to the site from the West. Lansing Avenue connects the site to Highway US-75 approximately 1.5 miles to the north.

The site is 0.3 miles from Tulsa’s first Bus Rapid Transit (BRT) route, which became operational in the summer of 2019. Archer Street connects the eastern side of the site to Peoria Avenue, which the BRT route follows. The nearest stop is on Independence Street.

D. Environmental Remediation and Topography

In 2013, the City of Tulsa was awarded \$600,000 in grant funding from the

Environmental Protection Agency (EPA) to conduct environmental cleanup of the entire Evans-Fintube site. All environmental remediation is now complete. The Oklahoma Iron Works/Bethlehem Supply Company building was remediated for “Commercial/Industrial” re-use. This re-use certification allows for office buildings, commercial and entertainment facilities, post-secondary education, light manufacturing, distribution, or transportation uses. The building cannot be used for residential or similar uses, such as K-12 schools, daycare facilities, senior living centers, or edible agriculture. However, residential uses are allowed on most of the rest of the Evans-Fintube site because of the remediation.

E. Utilities

This table describes the public infrastructure available to the site.

Water System	Site served by City of Tulsa water system; water infrastructure readily available to site
Sanitary Sewer System	Sanitary sewer infrastructure readily available to site
Stormwater Drainage	Site connected to City’s storm drainage system
Gas Service	Provided by ONG
Electric Service	Provided by AEP

F. Oklahoma Iron Works/Bethlehem Supply Company Building

The Oklahoma Iron Works/Bethlehem Supply Company building, which sits on the Evans-Fintube site, has a storied history. Beginning in 1911, the Oklahoma Iron Works company produced much of the steel that built Tulsa’s iconic Art Deco skyscrapers, playing a lead role in literally building the city of Tulsa into what it is today. The Oklahoma Iron Works/Bethlehem Supply Company building was listed in the National Register on March 9, 2015. It was listed under National Register Criteria A, and its NRIS number is 15000067.

G. Greenwood District History

The Historic Greenwood District has played a key role in the history of Tulsa. It was initially established as a freedom colony, or an area settled by freedmen emancipated after the Civil War. The late 19th century land rushes brought many Blacks to Oklahoma, as well as the Creek- and Cherokee-enslaved 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 Greenwood District as “the Negro Wall Street”. Oppression from Jim Crow laws, racial terrorism through lynching 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 that became known as the Historic Greenwood District, and they promoted

land ownership and cooperative economics that created a thriving district for wealth generation and business ownership among Tulsa's Black residents.

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 interned in camps to ensure there were no more counterattacks.

Nearly nine (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 US-75 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. Remnants of driveways and steps situated within empty, vegetated blocks are present reminders of the redevelopment that never came. The Skidmore Addition is an example of a former residential area near the Evans-Fintube site (now part of the future USA BMX headquarters site), where all the homes have since been cleared.

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 short, the Greenwood area in Tulsa has continued to see dramatic social and physical changes over the past several decades that have led to its continued disinvestment or inhibited growth.

Tulsa now finds itself at a time when our growth and reinvestment in downtown has begun to pivot toward north Tulsa. This renewed focus on redevelopment in Tulsa's historically Black district, however, has caused fears of gentrification and displacement among residents in the surrounding neighborhoods and proponents of the Historic Greenwood District. Opportunities to envision redevelopment, including on a long-vacant property on the neighborhood's boundary like the Evans-Fintube Site, may only increase that concern. Thus, it is critical that this context be central to future development on this site, and that both the process and the projects that are eventually chosen reflect a focus on addressing decades of disinvestment and exclusion.

H. The Crutchfield Neighborhood

The Evans-Fintube site is not located within the Crutchfield neighborhood, but the two areas are close to each other, separated by a bridge that crosses the US-75 highway. As the Crutchfield Small Area Plan mentions, development at the Evans-Fintube site could have a large impact on the neighborhood. The neighborhood has a higher vacancy rate, a higher poverty rate, and a lower homeownership rate than the city as a whole, as reported by a 2018 Tulsa World [article](#). Because of this, its residents may also be vulnerable to the effects of rapid economic development nearby—like rising rents and property taxes—as residents of Greenwood are. This site has the opportunity to more meaningfully connect the isolated Crutchfield Neighborhood with downtown Tulsa, and the feasibility study should consider how this site's redevelopment can help meet that goal.

I. Community

The following neighborhoods and associations surround the Evans-Fintube site.

- Greenwood Neighborhood Association
- University Park Neighborhood Association
- Crutchfield Neighborhood Association
- The Greenwood and Arts Districts of Tulsa's Central Business District, supported by the Downtown Coordinating Council

These areas can be viewed on an interactive map, linked [here](#):

<http://maps.cityoftulsa.org/neighbors/>

J. Existing Plans and Studies In-Progress

Below are a number of plans, studies, and reports that provide additional background and context to the site:

1. [2018 Gallup-Tulsa CitiVoice Index](#). The CitiVoice Index is a unique partnership between Gallup and the City of Tulsa to identify what Tulsa's residents need to thrive.

<https://www.cityoftulsa.org/citivoice>

2. [Resilient Tulsa](#). Launched in 2018, Resilient Tulsa is our

community's strategy for a more equitable, resilient city.

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

Core principles in this strategy come from the Resilient Cities framework, available [here](#):

<http://www.100resilientcities.org/resources/>

3. **[Tulsa Equality Indicators](#)**. A report of the Mayor's Office for Resilience and Equity, the Tulsa Equality Indicators help highlight and track key areas of inequity and disparities in outcomes for economic opportunity, education, housing, justice, public health, and services.

https://www.tulsaei.org/wp-content/uploads/2019/07/Tulsa-Equality-Indicators-Report_2019.pdf

4. **[Tulsa Race Massacre Centennial Commission](#)**. The Commission's efforts will have a significant impact on the Greenwood District, and can help shape uses on the site. Of particular note are projects to build a history center on Greenwood Avenue, and provide significant renovations to the Greenwood Cultural Center.

<https://www.tulsa2021.org/>

K. Economic Assessments

1. **[Retail Market Study and Strategy](#)**. While it does not directly address the Evans-Fintube site, this study provides valuable information on the current retail market in Tulsa, and how this site can be developed in a way that takes this information into consideration.

<https://www.cityoftulsa.org/media/9414/retail-marketing-study-final.pdf>

2. **Housing Study**. Concurrent to the release of this RFP, the City is completing 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 Evans-Fintube site.

L. Adopted Land Use Plans

1. **[Tulsa Comprehensive Plan](#)**. Adopted in 2010, Tulsa's Comprehensive Plan serves as a general guide for the City's development. This plan is in the process of being updated by the Tulsa Planning Office.

<http://tulsaplanning.org/wp-content/uploads/2019/06/Tulsa-Comprehensive-Plan.pdf>

2. **[Unity-Heritage Greenwood Area Small Area Plan](#)**. This plan is the most applicable for the Evans-Fintube site, and speaks to larger development goals for the Greenwood area.

<http://www.tulsadevelopmentauthority.org/wp-content/uploads/2016/11/Unity-Heritage-Neighborhoods-Plan-HQ.pdf>

3. **[Crutchfield Neighborhood Small Area Plan](#)**. The Evans-Fintube site's development should help support the goals in this plan as well, as Crutchfield is immediately adjacent to the site.

<http://tulsaplanning.org/wp-content/uploads/2019/06/Crutchfield->

SAP-2019-06-20.pdf

4. [Downtown Area Master Plan](#). Land use guidelines and future plans for Tulsa's Central Business District. The plan has been significantly amended since its adoption in 2010, including most prominently the Brady District (now Arts District) Small Area Plan and the Arena District Master Plan (below). Appendix 1.31 references ideas created at the time to enhance the site's development potential.

https://www.cityoftulsa.org/media/1562/downtown_vol1-4.pdf

5. [Arena District Master Plan](#). Adopted in 2018, the Arena District Master Plan covers much of the western portion of the Central Business District, including the BOK Center arena and convention center.

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

6. [Notre Dame School of Urban Design Community Charrette](#). While not a formal City of Tulsa plan/initiative, this charrette was completed in 2018 and involved significant community input on a visioning project for the Greenwood District and Evans-Fintube site.

http://www.tulsadevelopmentauthority.org/wp-content/uploads/2018/01/2017-ND-Tulsa-Project-Booklet_18-0118r1.pdf

7. [Tulsa Arts District Small Area Plan](#).

<http://tulsaplanning.org/plans/Brady-Arts-District-Plan.pdf>

M. Adopted Multi-Modal Transportation Plans

1. [Tulsa Major Street and Highway Plan](#).

<https://www.arcgis.com/home/item.html?id=cb78ca81e09740fea06316a95ccb5caa>

2. [City of Tulsa Bicycle-Pedestrian Master Plan \(GO Plan\)](#). This plan outlines Tulsa's current and anticipated bicycle and pedestrian infrastructure, including key connections to the site on Archer Avenue.

http://www.incog.org/Transportation/transportation_bikeped.html

3. [Downtown Walkability Study](#).

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

4. [Peoria Bus Rapid Transit route, stations, and land use plans](#). Launched in December 2019, Tulsa's first Bus Rapid Transit line can serve as a key connection point to the Evans-Fintube site with a station 0.3 miles away at Independence and Peoria. The line connects one in seven Tulsans with one in five job opportunities.

<https://aerobrt.tulsatransit.org/>

5. [Metropolitan Tulsa Transit Authority bus routes](#).

The current Traveler, Tulsa Transit's comprehensive booklet of routes, schedules, riding information, and more

<http://tulsatransit.org/maps-schedules/>

IV. SCOPE OF WORK:

- A. The Respondent shall perform work in a manner that both incorporates and aligns with the values of a Resilient City as exemplified in our Existing Plans and Studies In-Progress.
- B. The Respondent shall develop objectives through these lenses—reflective, resourceful, inclusive, integrated, robust, redundant, and flexible
- C. The Respondent shall identify, research and analyze uses for the identified property. This is **not** a request for planning services.
- D. The Respondent shall work with the City to develop and administer a Request for Proposal (RFP) selection process for the future development of the site, in accordance with findings from the feasibility study.
- E. The Respondent's proposal shall observe, foster and support racial equity and economic justice.
- F. Respondents shall articulate the ways in which their process is inclusive of and honor the legacy of the Greenwood neighborhood: a nationally known center of business for African-Americans and the heart of Tulsa's African-American community.

V. DELIVERABLES:

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

- A. A feasibility study that analyzes various potential uses of the described site for development of the identified uses. The study shall include market demand studies for identified uses, development levels, logical steps or phases of development, absorption, and multiple options for City staff to consider.
- B. A professional recommendation for a course of actions necessary to develop the property following delivery and analysis of the feasibility study.
- C. Development of a Request for Proposal (RFP) and guidance of the process that to help identify one or more developers for the site.
- D. A plan for distributing the RFP to a set of development firms and firms in related industries around the United States that makes use of multiple methods of communication and intentionally reaches a racially diverse pool of potential respondents.
- E. A plan for administering the selection process for the developer in partnership with the City of Tulsa.

VI. RESPONDENT AND PROPOSAL REQUIREMENTS:

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

- A. One (1) unbound original and five (5) bound copies of the proposal plus one (1) 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. Respondents experience must demonstrate successful completion of feasibility studies on sites that have features similar to the Evans-Fintube site, such as geographic constraints, work in and near downtowns, historic buildings, and/or being former brownfields.
- D. A description of previous three (3) 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.
- E. Provide a project schedule, identifying beginning and ending dates of work, as well as project target dates.
- F. Provide a fee and reimbursable expense schedule outlining the services to be provided under each phase of work. 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 representatives of groups who have specific interests in the property will evaluate proposals.

Evaluation Criteria

Experience	30 points
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. Specific consideration will given to: 1. Experience conducting feasibility studies in historically underserved communities, balancing economic development imperatives with substantive inclusion of existing residents, their heritage, and their economic interests. 2. Demonstrated abilities to analyze social and economic factors will be taken into account.	
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.	
RFP Guidance and Developer Recruitment	25 points
Experience in recruiting diverse applicants from around the country, and in communicating opportunities to local business owners of varying backgrounds, business sizes, and levels of experience and providing meaningful opportunities for their inclusion in the site's development.	
Budget & Timeline	20 points

Respondent's proposed project budget and timeline to deliver items specified in the scope of work. See Section V, part D.

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.

FORM #6

**ACKNOWLEDGMENT OF RECEIPT OF
ADDENDA/AMENDMENTS**

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

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

Sign Here ► _____

Printed Name: _____

Title: _____

Date: _____

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NON-COLLUSION AFFIDAVIT

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

STATE OF _____)
)ss.
COUNTY OF _____)

I, _____, of lawful age, being first duly sworn, state that:
(Seller's Authorized Agent)

1. I am the authorized agent of Seller herein for the purposes of certifying facts pertaining to the existence of collusion between and among Respondents and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the proposal to which this statement is attached.
2. I am fully aware of the facts and circumstances surrounding the making of Seller's Proposal to which this statement is attached, and I have been personally and directly involved in the proceedings leading to the submission of such proposal; and
3. Neither the Seller nor anyone subject to the Seller's direction or control has been a party:
 - a. to any collusion among Respondents in restraint of freedom of competition by agreement to respond at a fixed price or to refrain from responding,
 - b. to any collusion with any municipal official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between Respondents and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

By: _____
Signature

Title: _____

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

Notary Public

My Commission Expires: _____

Notary Commission Number: _____

The Affidavit must be signed by an authorized agent and notarized

INTEREST AFFIDAVIT

STATE OF _____)

) ss.

COUNTY OF _____)

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

By: _____
Signature

Title: _____

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

Notary Public

My Commission Expires: _____

Notary Commission Number: _____

County & State Where Notarized: _____

The Affidavit must be signed by an authorized agent and notarized

Price Sheet Summary

Please present a Fee Schedule for each year's services:

Year 1: \$ _____

Year 2: \$ _____

TOTAL COST	\$ _____
------------	----------

Note: Attach whatever detail is necessary to explain all charges and fees you anticipate charging.

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 one (1) one-year renewal available at the option of the City. Contracts entered into by the City of Tulsa generally include, but are not limited to, the following terms:

1. **Renewals.** Contractor understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Agreement. The continuing purchase by City of the Services set forth in this Agreement is subject to City's needs and to City's annual appropriation of sufficient funds in City's fiscal year (July 1st to June 30th) in which such Services are purchased. In the event City does not appropriate or budget sufficient funds to perform this Agreement, this Agreement shall be null and void without further action by City.
2. **No Indemnification or Arbitration by City.** Contractor understands and acknowledges that City is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, City shall not indemnify nor hold Contractor harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys' fees and costs. In addition, Contractor shall not limit its liability to City for actual loss or direct damages for any claim based on a breach of this Agreement and the documents incorporated herein. City reserves the right to pursue all legal and equitable remedies to which it may be entitled. City will not agree to binding arbitration of any disputes.
3. **Intellectual Property Indemnification by Contractor.** Contractor agrees to indemnify, defend, and save harmless City and its officers, employees and agents from all suits and actions of every nature brought against them due to the use of patented, trademarked or copyright-protected appliances, products, materials or processes provided by Contractor hereunder. Contractor shall pay all royalties and charges incident to such patents, trademarks or copyrights.
4. **General Liability.** Contractor shall hold City harmless from any loss, damage or claims arising from or related to the performance of the Agreement herein. Contractor must exercise all reasonable and customary precaution to prevent any harm or loss to all persons and property related to this Agreement.
5. **Liens.** Pursuant to City's Charter (Art. XII, §5), no lien of any kind shall exist against any property of City. Contractor agrees to indemnify and hold the City harmless from all claims, demands, causes of action or suits of whatever nature arising out of the services, labor, and material furnished by Contractor or Contractor's subcontractors under the scope of this Agreement.
6. **No Confidentiality.** Contractor understands and acknowledges that City is subject to the Oklahoma Open Records Act (51 O.S. §24A.1 *et seq.*) and therefore cannot assure the confidentiality of contract terms or other information provided by Contractor pursuant to this Agreement that would be inconsistent with City's compliance with its statutory requirements there under.
7. **Compliance with Laws.** Contractor shall be responsible for complying with all applicable federal, state and local laws. Contractor is responsible for any costs of such compliance. Contractor shall take the necessary actions to ensure its operations in performance of this contract and employment practices are in compliance with the requirements of the Americans with Disabilities Act. Contractor certifies that it and all of its subcontractors to be used in the performance of this agreement are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. Sec. 1313 and includes, but is not limited to, the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify.

8. **Right to Audit.** The parties agree that books, records, documents, accounting procedures, practices, price lists or any other items related to the Services provided hereunder are subject to inspection, examination, and copying by City or its designees. Contractor shall retain all records related to this Agreement for the duration of the contract term and a period of three years following completion and/or termination of the contract. If an audit, litigation or other action involving such records begins before the end of the three year period, the records shall be maintained for three years from the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.
9. **Governing Law and Venue.** This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principles, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Tulsa County, Oklahoma and each party waives any objection to such venue.
10. **No Waiver.** A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.
11. **Entire Agreement/No Assignment.** This Agreement and any documents incorporated herein constitute the entire agreement of the parties and supersede any and all prior agreements, oral or otherwise, relating to the subject matter of this Agreement. This Agreement may only be modified or amended in writing and signed by both parties. Notwithstanding anything to the contrary herein, the City does not agree to the terms of any future agreements, revisions or modifications that may be required under this Agreement unless such terms, revisions or modifications have been reduced to writing and signed by both parties. Contractor may not assign this Agreement or use subcontractors to provide the Goods and/or Services without City's prior written consent. Contractor shall not be entitled to any claim for extras of any kind or nature.
12. **Equal Employment Opportunity.** Contractor shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination.

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

Company Name: _____

Date: _____

Signature: _____

Name Printed: _____

Title: _____