

RFP 22-913 Professional Services for
VISION 2025: DEVELOPMENT OF A MIXED-USE ROUTE 66
PROJECT AT 815 S. RIVERSIDE DRIVE, TULSA, OKLAHOMA

11/15/21

Addendum # 2

Please note the following changes which have been made for clarification to this Request for Proposal. This addendum **must be listed as Addendum #2** on the ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS page of the bid package as verification that you have received and are aware of the information contained herein.

QUESTIONS/CLARIFICATION/CHANGES

November 8, 2021

- Can the drawings required for Section 4 Physical Development Proposal and Drawings be provided as an appendix, as they will take up a considerable amount of the 30-page limit for the proposal?
Yes, if additional pages are needed, they may be included in the Appendix. However, the main body of the 30-page document should include a representative illustration; and a limit of 10 pages per scenario for the Appendix.
- Can the financial statements and balance sheets required for Section 7 Project Budget be provided as an appendix, as they will not fit within the 30-page limit for the proposal?
Yes.
- Section 3. Developer Team Overview asks for “Information on Team members such as qualifications, experience, and other supporting information.” In this case, does “Team member” refer to the individual personnel who are part of the Developer or does it refer to the organizations involved, such as manager, architect, and GC?
Please include information for the organization(s) involved, and for individual team members having a significant role.

November 9, 2021

Can someone at the City provide a list of local contractors / attendee of the TEAMS Meeting ?

Travis Parks	ODOT	tparks@odot.org
Ivan O'Garro	Smith Group	
Meenakshi Krishnasamy	W Design	
Brian	W Design	
Leslie Taylor	Ross Group	
Jennifer Maxwell	Ross Group	
Charles Snyder	Ross Group	
Allison Cyrus	ksq Design	
David Short	ksq Design	
Chris Lilly	Lilly Architects	
Erin Conrad	Lilly Architects	
Josh Kunkel	Method Group	
Triveece Penelton	Vireo	
Tom Wallace	Wallace Design	
Allison Taylor	Wallace design	
John Sanford	John Sanford Architects	
Whitney Stauffer	Seler Schaefer	
Joseph Weatherly	McCormack baron	
Jame Anderson	Guest	
Scott Rodenhaver	Guest	
Chris's Otter.ai	Guest	

Is there any additional considerations given to SBEs ?

Per City Executive Order 2018-01; all agreements that the private sector has with the City of Tulsa that have public funds have a 10% SBE utilization goal. For agreements that include public and private funding, we only require it on the publicly funded portion.

Should your company be interested in submitting a proposal as an SBE, please contact the Project Buyer and request the additional forms that will need to be completed and returned with the RFP.

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CHANGES

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Page Numbers have changed to coincide with changes in document

VII >RFP Timeline >

Last Day for Written Questions Moved to **Nov.23, 2021**

Responses to Written Questions Moved to **Dec. 9, 2021.**

Affidavit of Claimant Updated

ADDITIONS;

Acknowledgement Of Receipt Of Addenda/Amendments

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11/1/21

Addendum # 1

Please note the following changes which have been made for clarification to this Request for Proposal. This addendum **must be listed as Addendum #1** on the ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS page of the bid package as verification that you have received and are aware of the information contained herein.

CHANGES

Table of Contents

Page Numbers have changed to coincide with changes in document

VII >RFP Timeline >

Mandatory Pre-Proposal Meeting Moved to **Nov.9, 2021**

ADDITIONS;

In Order to receive an invitation to the Pre-Proposal Mandatory TEAMS Meeting on November 9, 2021, please send a Notice of Intent to Submit a Proposal to Project Buyer,

Donny Tiemann at dtiemann@cityoftulsa.org

By Wednesday, November 3, 2021. Meeting Invites will go out on that day.

If you already have questions you are prepared to ask at the meeting, please include them in your Notice of Intent to Submit email, otherwise we will take your questions during the meeting.

Request for Proposal

22-913

Professional Services for:

**VISION 2025: DEVELOPMENT OF A MIXED-USE ROUTE
66 PROJECT AT 815 S. RIVERSIDE DRIVE, TULSA,
OKLAHOMA**

NIGP Commodity Code(s):

906-10 Buildings – Architectural Design
906-57 Land Development & Planning - Architecture
909-22 Building Construction Services, Non-Residential
909-24 Building Construction, Commercial &
Institutional
918-26 Consulting Services, Public Relations
918-27 Community Development Consulting
925-61 Land Development and Planning – Engineering
952-96 Urban and Regional Development Services
961-10 Business Plan Development Services
961-28 Economic Development, Domestic and Foreign
961-44 Industrial Development and Planning Services
961-56 Program / Project Development & Management
Svcs.

Submit proposals (sealed) to:

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



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I. STATEMENT OF PURPOSE:

The City of Tulsa (City) invites qualified developers or developer teams (Developer) to respond to a Request for Proposals (RFP) for the development of a Mixed-Use and Route 66 Interpretive Center Project (Project) on a two-acre site overlooking the Downtown Central Business District, Historic Route 66, and the Arkansas River Corridor.

The successful proposal will demonstrate the capacity to bring resources together into an economically sustainable and neighborhood-compatible commercial development with thematic exhibit space. The outcome of this development will be a vibrant destination with the appropriate mix of components creating a commercial amenity with a Route 66 themed Interpretive Center and complimentary to the surrounding area.

Incentives: Public incentives are available to accomplish the Project including \$5M in public funds and a negotiated long-term land lease.

Nearby Features Catalytic to the Project

Tulsa has experienced robust private and public investment in the Central Business District and adjoining Arkansas River Corridor; the Project Site is ideally located between the two. Since 2009, nearly \$1 billion in private and public investments have revitalized Downtown and the River Corridor with a vibrant mix of entertainment, art, food, loft dwellings and recreation.

Downtown attractions include: the 18,000 seat BOK Arena, designed by internationally known architect Cesar Pelli, which hosts national talent and sporting events, ONEOK Stadium for the Tulsa Drillers, a Double A-Central affiliate of the Los Angeles Dodgers, and the commercially vibrant Tulsa Arts, Blue Dome and Art Deco Districts.

River Corridor improvements include enhanced amenities for the trails and the River West Festival site. Gathering Place, opening in 2018 with an investment exceeding \$400 million, is a 100-acre outdoor river front destination providing free access to recreational opportunities in addition to food, art, and entertainment events. Opening at the site in late 2021 will be the 50,000 square foot Tulsa Children Museum's Discovery Lab. A new low water dam project with an integrated white-water flume and a new iconic pedestrian bridge designed by Michael VanValkenburgh Associates, both well underway, will increase recreational opportunities on the river.

- Thematic Investments Supportive to the Project. Since 2003, Tulsa has invested over \$20,000,000.00 citywide to construct and create a notable Route 66 heritage celebrating its two Route 66 alignments.
- Route 66 capital enhancements. These enhancements include those abutting the Site: Avery Centennial Plaza, East Meets West sculpture, Route 66 Skywalk, and Avery Plaza Southwest Motel Neon Sign Park. Other citywide Route 66 exhibits include the Historical (Train) Village, East and West Gateways, Route 66 Rising sculpture, mosaic artwork, and restored iconic two-paneled neon Meadow Gold sign installed on an outdoor Pavilion.

- Tulsa is the adopted home of the Father of Route 66, Cyrus Stevens Avery. The Art Deco bridge adjacent to the Site, listed on the National Register of Historic Places, aided Avery in aligning Route 66 through Tulsa. Preliminary studies are underway to determine restoration feasibilities.

Inspired by these and other citywide capital investments, entrepreneurs have made private investments to adaptively reused historic buildings and create five unique areas along Route 66 featuring classic and kitschy designs and a mix of food, art, and retail. To date, over forty businesses have participated in a City-sponsored Neon Sign Grant Program bringing classic neon features back to the storefronts of Route 66 businesses.

This (RFP) seeks comprehensive proposals for key services and components necessary for the successful development of all the items noted in Section 2. The City will utilize an evaluation process to rank all responding proposals. The City may enter discussions with up to three of the highest scoring Developers

II. Proposed Project - Required Project Elements and Options

Four elements are required for submittal: (1) a Route 66 Interpretive Center (2) on-site parking (3) supporting restaurant / retail uses and (4) unique architectural interest. Additional elements to support the overall performance of the project may be included such as those listed in **Other Possible Elements** below.

Project Site (Site). The two-acre Site is bounded by Southwest Boulevard (historic Route 66), W. 12th Street, Lawton Avenue and Riverside Drive. The Site is visible and accessible from Interstate 244 and U.S. Highways 75 and 64. A legal description and aerial of the Site is attached as Exhibit A and contours attached as Exhibit B.

Required Elements: Developers should include the following in their Proposal:

- **Route 66 Interpretive Center.** The Development should include curated exhibits that cater to the national and international allure of heritage tourism for Route 66. The overall Experience should be unique and distinct from other Route 66 themed facilities.
- Exhibit space should be of sufficient square area to meet the goals of destination tourism. This may be a ticketed venue but should include spaces accessible to the public. Exhibits should include curated, electronic, static, and interpretive displays. Rentable event and outdoor programming spaces are encouraged. Visitors are anticipated to consist of national and international tourists, area residents within a 30-, 60-, and 90-minute driving radius, friends of family, and downtown or fairground convention attendees.
- **On-Site Parking.** The Project should include parking for all Site uses. Additional market rate public parking is encouraged. Although tour and school buses are anticipated to circulate the Site, off-site storage parking for those vehicles could be considered and would be Developer's responsibility.
- **Restaurant / Retail Uses.** Uses that maximize commercial and pedestrian activity to a broad market throughout the day and evening beyond the operating hours of the Interpretive Center are encouraged. The Project could include appropriate commercial amenities such as food and retail spaces for regional residents, tourists, and convention visitors.

- **Architecture.** The Project's architecture should include unique features that represent an iconic-style destination rather than a replica of branded projects and should be compatible with views of the river and skyline.

Other Possible, but not required, Elements: Developers are encouraged to include any other elements believed to enhance the development as a destination. Developers should provide the rationale for additional development elements such as:

Hotel. A hotel should attract demand to the downtown market with unique architecture and quality. Replicating similar hotel developments or brand types is not encouraged.

Residential uses. The Development could include a scaled residential component based on the balance of land area.

Office Space. Passive use such as office space could be considered.

Phasing. Phasing of project elements must be described in the proposal.

Incentives:

1. The City is aware that incentives may be necessary for the Project and has dedicated \$5M in public funds for the Project.
2. A long-term land lease may be negotiated thus removing the cost of site acquisition and regularly assessed annual ad valorem property taxes from operating expenses. However, the Tulsa County Assessor Building on Leased Land and Business Personal Property Taxes would still apply.

III. SCOPE OF DEVELOPER SERVICES

Role: The relationship of Developer to the City is that of an independent entity, regardless of eventual financial arrangements selected for actual development. It is recognized that the Developer may be made up of multiple entities; the Developer will be responsible for assembling a team experienced in the development, financing, design, construction, implementation, branding, and operational management of all Project components. Developer shall be responsible for all services provided, whether such services are provided directly by Developer or by the Financing Partner, Architect, Operator, or any other member of its team. The development, design, construction, and operation of the Project will be governed by a separate Development Agreement.

IV. INSTRUCTIONS FOR SUBMITTING A PROPOSAL:

A. General Requirements

- 1 The proposal must be received by **5:00 p.m. on Wednesday, January 19, 2022, CDT**. Please place proposals in a sealed envelope or box clearly labeled **"RFP 22-913, Vision 2025: Development of a Mixed-Use Route 66 Project"**.

Proposals received late will be returned unopened

- 2 Proposals shall be delivered sealed to:

City Clerk's Office
City of Tulsa – City Hall – One Technology Center
175 E. 2nd Street, Suite 260 Tulsa, OK 74103

- 3 Respondents shall provide: One (1) original, Five (5) copies and One (1) electronic copy (via download link and / or on a USB device) in Portable Document Format (PDF) format of the above materials.
- 4 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.
- 5 Inquiries to the Buyer requesting clarification regarding the Request for Proposal or the content therein must be made via e-mail and must be received prior to the end of the business day on **Wednesday, November 23, 2021**.

Donny Tiemann, Senior Buyer
dtiemann@cityoftulsa.org

- 6 Respondents shall designate a contact person, with appropriate contact information, to address any questions concerning a proposal. The Respondents shall also state the name and title of individuals who will make final decisions regarding contractual commitments and have legal authority to execute the contract on the Respondent's behalf.

B. General Notifications

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.

All Respondents shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination.

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.”

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.

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.

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.

V. RFP SUBMITTAL REQUIREMENTS and EVALUATION PROCESS

This document provides the necessary information for Proposers to prepare their submittal. Proposers should carefully read the submission requirements to ensure that submittals fully and accurately meet the requirements of this RFP. Emphasis should be on conforming to the instructions, responding to the requirements, and ensuring the completeness and clarity of content as succinctly as possible. The following outlines the information to be included in the submittal.

Required If you are not registered with the City to sell the commodities listed here-in, you must register as a supplier on the City of Tulsa Purchasing website link below to receive notice of any addenda to this RFP (or to receive notice of future solicitations).

<https://www.cityoftulsa.org/government/departments/finance/selling-to-the-city/register-as-a-vendor/>

A mandatory pre-proposal meeting will be attended virtually, and the meeting invite will be extended to registered Developers. **Meeting links to be provided by sending an email request to Buyer.**

City will strive to provide equal information to all Respondents. Questions of the City after the RFP is released will be answered and posted on the website for all potential Proposers to review. Questions that result in clarifications and / or changes to the requirements herein will be included in an Addendum to the RFP and viewed at: <https://www.cityoftulsa.org/government/departments/finance/selling-to-the-city/current-bid-opportunities/>

All questions and requests for clarification must be submitted in writing to Buyer via email and will be answered in writing to ensure all Developers understand the context and intent. Section 7 of this RFP will list out the deadlines associated with questions/answers.

Communication with Buyer via the email will be shared with the City and responses provided. Developers or team members are prohibited from contacting any staff or any official representatives of the City except for any existing work agreement(s). This restriction of contact begins from the time of the release of this RFP.

Finalists and Apparent Awardees are restricted from making public statements or press releases about their selection as finalists or the apparent award. For violation of this restriction, the City reserves the right to reject the submittal of the offending respondent.

The City reserves the right to reject any or all responses to the RFP, to advertise for new RFP responses, or to accept any RFP response deemed to be in the best interest of the project. In addition, the City reserves the right to modify any of the procedures identified in the RFP at its sole discretion.

Submitters should not construe a response to this RFP as a contract, letter of intent, nor infer a commitment of any kind. The RFP does not commit the City to pay for costs incurred in the submission of a response to this RFP, or for costs incurred prior to the execution of a final contract. Finalists may be invited to present in front of the selection committee and must be prepared to attend and to incur any costs associated with such.

Format

Each element noted below should be **in order** and divided by tab dividers with page numbers. The required elements below **must be kept to 30 pages or less**, not including tab dividers. Additional materials may be provided but must be placed in an appendix.

Rights to be Conveyed.

The City wishes to convey development rights by offering a ground lease and development agreement with accompanying development requirements including timelines. The Site will be leased subject to all existing easements of record.

Incentives:

1. The City is aware that incentives may be necessary for the Project and has dedicated \$5M in public funds for the Project.
2. A long-term land lease may be negotiated thus removing the cost of site acquisition and regularly assessed annual ad valorem property taxes from operating expenses. However, the Tulsa County Assessor Building on Leased Land and Business Personal Property Taxes would still apply.

NOTE: Design integration with adjacent state-owned property to the north of the project site is subject to negotiation with the Oklahoma Department of Transportation.

1. Transmittal Cover Letter

The transmittal cover letter shall serve as a Certificate of Authority and must be signed by an officer, member, or partner of the Developer with authority to contractually bind the Developer. The letter shall identify the Developer and provide the name, title, address, telephone number and email address of the contact person(s) for the Developer.

2. Executive Summary

Developer will provide highlights of the submittal materials, reasons the Developer should be selected and an overview of the proposed project. The Executive Summary should be three pages or less.

3. Developer Team Overview

Respondents shall provide a statement and organization chart describing the following:

- A. Legal name, principal officers, and tasks to be performed by each member of the Development Team, at a minimum, including the Developer, Management entities, Architect, Construction Manager or General Contractor.
- B. Information on Team members such as qualifications, experience, and other supporting information. A Team member is defined as an entity participating in the Development Team.
- C. A description of the type of entity that will develop, own, and operate the improvements (e.g., corporation, LLC, joint venture, etc.).
- D. A list of all owners of interest that may provide more than 10 percent of equity to the ownership entity and the estimated percentage of ownership of each.
- E. Provide a selection of similar type projects completed by the Developer.

4 Physical Development Proposal & Drawings – Each Scenario

The following items are requested for any scenario of development proposed.

Pro Forma A description with business plan pro forma of how the Project will be managed, operated, maintained, sustained over time, and curated and staffed for the interpretive center.

Return on Investment Provide a narrative and schedule on how City funds will be implemented. Anticipated return on investment should be clearly stated.

Drawings. Respondents shall provide, at a minimum, floor plans, sections, square footage of buildings, parking and common or public spaces and exterior elevations for the proposed development program. This Project should be urban in scale and character. Include land coverage, open spaces / landscaping, ingress, and egress. In addition, written information shall be inclusive of the following and consistent with the required Project components:

Interpretive Center

- A. Break-down of square area by use (entry, exhibits, amenities)
- B. A breakdown of exhibit space and description by type of exhibit
- C. An illustration / description of the types of exhibits
- D. Description of community event rentable space
- E. Description of any non-ticketed space
- F. Number of stories
- G. Description of interior finishes and material
- H. Description of exterior finishes and material

Restaurant or Commercial Use

- A. A breakdown of the mix by category (restaurant, retail, etc.)
- B. Gross and net leasable square footage estimates
- C. Description of exterior finishes/materials
- D. Description of interior and unit finishes/materials
- E. Description of parking plan/needs for residential
- F. Number of stories
- G. Projected rental rates.

Parking

- H. A breakdown of the parking spaces by user type
- I. Projected parking rates by user type
- J. Number of Stories
- K. Description of exterior finishes/materials

Hotel Use

- L. A breakdown of the occupancy / room types
- M. Gross and net leasable square footage estimates
- N. Description of exterior finishes/materials
- O. Description of interior and unit finishes/materials
- P. Description of parking plan
- Q. Number of stories
- R. Projected room rates

Residential or Office Use

- S. A breakdown of the residential / office unit mix, by category

- T. Gross and net leasable square footage estimates
- U. Description of exterior finishes/materials
- V. Description of interior and unit finishes/materials
- W. Description of parking plan/needs for residential
- X. Number of stories
- Y. Projected rental rates.

5. Management Company

The management company/companies proposed for any use(s) is/are requested to be included in the proposal and should be experienced in the management and marketing of similar properties. Provide three examples of similar properties from each proposed management company.

- A. Brief history of the management company
- B. List of comparable properties managed by the company.
- C. Marketing and Sales plan (preliminary)
- D. Expected timeline for the term of the management contract.

6. Project Schedule – Each Scenario

Respondents shall provide a proposed Project schedule, from authorization to negotiation in 2022 through the opening of the project components. Please specify realistic timing/phasing for *all* elements in your proposal.

7. Project Budget, Financing and Developer Financial Capability

- A. Respondents shall provide a detailed development budget for the proposed project, broken down by major component and by type of cost (hard construction, soft costs, contingency). Any additional detail is helpful.
- B. Respondents shall provide a ten-year projection of income and expenses for the proposed Project components that can be then tied to supportable financing, internal rates of return and other financial measures.
- C. Respondents shall provide a proposed financing plan, showing:
 - 1) The amount of equity proposed from the Developer or development partners, by equity source. If the equity is to come from sources beyond the principals in the Development company, the equity sources (name, address) should be named. If these sources are not firm, the Developer should describe the situation with respect to accessing equity and the timing necessary to receive an equity commitment. Developers should provide documents showing evidence of the existence and availability of funds for Project equity, if available, from the Developer or other equity sources. *Please mark any items "confidential" in your proposal that you believe should be held as confidential.*

- 2) The amount of debt to be issued to the Developer, the assumed loan terms, and the source of that debt. If the source of the debt is unconfirmed, please list at least two banks that have relationships with your firm that will be sought to fund the debt. Provide letters of credit or other evidence of a relationship with lenders.

- D. **Any incentives requested, by component and phase, calculations for their present value and the basis for the request.** Incentives are (1) \$5,000,000.00 for mutually agreed upon costs and (2) long-term land lease.
- E. A summary of the Project's value versus the Project's cost, by component and phase, and resulting financing. Please show the proposed capital stack and how any financial feasibility gap is determined.
- F. Respondents shall provide evidence of Developer's financial capability via audited financial statements, balance sheets and other collateral showing ability to access equity for this project. Again, *please mark any items "confidential" in your proposal that you believe should be held as confidential.* If statements have not been independently audited, please state this fact.

8. Addendum(s): Prospective Developers must send an email registering as a Prospective Developer to: Buyer **Any Addendums issued in response to questions must be included with the proposal submittals.**

9. Evaluation Process 100 Points Maximum

The City will select a Review Committee of five individuals to evaluate the Proposals using the following weighed criteria. Top rated Proposals may be invited to an interview. Selection will be based on the evaluation criteria and oral presentation; the City may choose not to conduct interviews. Results will be recommended to the mayor. Upon final selection, the successful Proposer will be notified. If a development agreement cannot be negotiated, the City may negotiate with another Proposer.

1. Understands and represents the RFPs goals: Maximum 30 Points.
 - Critical understanding of project scope.
 - Creates vibrant destination for maximum and sustainable utilization.
 - Demonstrates vision for Project and relationship to surrounding area.
 - Highlights and integrates the uses well.
 - Clearly identifies required Route 66 and optional features.
2. Developer qualifications and experience – Maximum 30 Points
 - Key personnel assembled.
 - Team member expertise for all components through implementation.
 - Examples / references of past projects.

- Ability to attract and partner with operating entities.
 - Includes partnerships for Project sustainability.
3. Financial Resources – Maximum 30 Points
- Clearly identifies the participation of all capital resources.
 - Identifies construction phases and use of resources.
 - Demonstrates ability to complete the project.
 - Strong management / operational and sustainability components with sustainable business plans.
4. Conforms to submission requirements – Maximum 10 Points.

VI. CONDITIONS AND DISCLOSURES

The following conditions apply to the foregoing Request for Proposals (“RFP”):

- A. The information contained herein is provided solely for the convenience of prospective development entities. It is the responsibility of the recipient to assure itself that information contained herein is accurate and complete.
- B. Communication. Beyond the terms stated herein regarding technical and other questions, *no communication from any member of any team is allowed* with employees or elected officials of the City during the RFP process, which began when the RFP was released October 4, 2021. Prospective respondents should rely exclusively on their own investigations, interpretations, and analyses in connection with this matter. No warranty or representation is being made by the City that any response conforming to these requirements will be selected for consideration, negotiation, or approval. *Any evidence of any communication amongst development team member employees and the City can be used as a basis for disqualification.*
- C. The City and its advisors shall have no obligation or liability with respect to this RFP and this selection and award process or whether any award will be made. Any recipient of this RFP who responds hereto fully acknowledges all the provisions of this disclaimer and the disclosure set forth hereafter is totally relying on said disclaimer and disclosure and agrees to be bound by the terms hereof. Any proposals submitted to the City or its advisors pursuant to this RFP are submitted at the sole risk and responsibility of the party submitting such proposal.
- D. Any action or response taken by the City for any reason or for no stated reason made pursuant to this RFP or in making any award or failure or refusal to make any award pursuant to such submittal, or in any cancellation of an award, or in any withdrawal or cancellation of this RFP, either before or after issuance of an award, shall be without any liability or obligation of the City or its advisors.
- E. A response to this RFP may be accepted or rejected for any reason, or for no reason, without any resulting liability to the City and its advisors.

- F. This RFP does not commit the City to procure or award a contract for the scope of work described herein. This RFP does not commit the City to defray any costs incurred in responding to the RFP.
- G. All information submitted in response to this RFP, except that marked in accordance with that Section as “**Confidential**” and/or “**Proprietary**” shall become the property of the City, and as such, may be subject to public review as public records.
- H. The City reserves the right to cancel, alter or amend this RFP. The City reserves the right to request clarifications from any or all Developers, any, or all Development Teams, or any or all members of submitting Development Teams. City shall not be required to request missing information from the submittals that may cause them to be considered as non-responsive.
- I. The City reserves the right to endorse with conditions all, some or none of the Developers or Development Teams and sites.
- J. Responding Developers or Development Teams acknowledge and agree that the City will not be responsible for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liabilities incurred by any proponent because of, or arising out of, submitting a concept, negotiating changes to the proponent’s concept, or due to the City’s acceptance or non-acceptance of the concept.
- K. The City shall provide the release of all public information concerning the project, including selection announcements and contract awards. Those desiring to release information to the public must receive prior written approval from the City.

VII: RFP Timeline

The dates listed below are targeted dates and subject to change.

TIMELINES FOR PROPOSALS	
Request for Proposals Issued	Oct. 4, 2021
Mandatory Pre-Proposal Meeting	NOV. 9, 2021
Last Day for Written Questions	NOV. 23, 2021
Responses to Written Questions	DEC. 9, 2021
Proposals Due	JAN. 19, 2022
Interviews Scheduled	To Be Determined
Developer Team Selected	To Be Determined

Exhibit A – Legal Description / Surrounding Land Use

Account # R297 259 211 04880 Parcel # 29725-92-11-04880

Subdivision: Norvell Park Addition Resub Horsley Hill

Legal: PRT LT 5 BEG SECR TH N50 SW107.72 SE90 POB BLK 6 & LTS 1 THRU 8 & PRT LT9 BLK 13 TH SWLY 176.88 TO SECR LT 9 NWLY 125.65 NELY APR 135.79 SE TO POB & ALL VAC 13 ST ADJ THERETO SEC 11 19 12.10AC. Section: 11 Township: 19 Range: 12

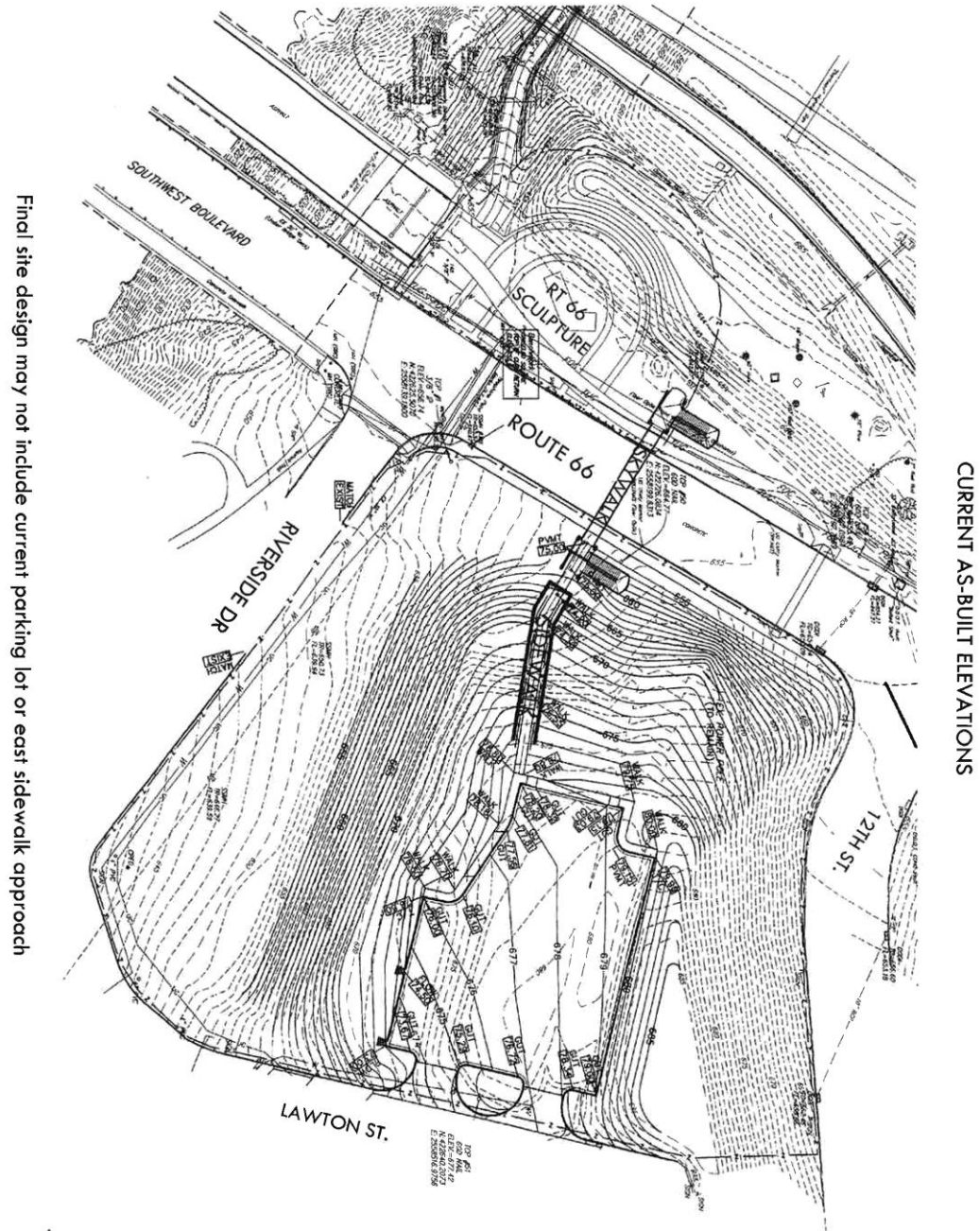
City of Tulsa, Tulsa County, State of Oklahoma, according to the Tulsa County Assessor Records: <https://www.assessor.tulsacounty.org/assessor-property.php>

Note: The landing platform at the top of the Skywalk was engineered to accommodate installation of an external elevator if desired.



EXHIBIT B

Contours



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: _____

County & State Where Notarized: _____

The Affidavit must be signed by an authorized agent and notarized

INTEREST AFFIDAVIT

STATE OF _____)

)ss.

COUNTY OF _____)

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

By: _____
Signature

Title: _____

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

Notary Public

My Commission Expires: _____

Notary Commission Number: _____

County & State Where Notarized: _____

**The Affidavit must be signed by an authorized agent and
notarized**

AFFIDAVIT OF CLAIMANT

STATE OF _____)

)ss.

COUNTY OF _____)

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

By: _____

Signature

Name: _____

Company: _____

Title: _____

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

Notary Public

My Commission Expires: _____

Notary Commission Number: _____

**The Affidavit must be signed by an authorized agent and
notarized**

RESPONDENT INFORMATION SHEET

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

State of Organization: _____

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

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

Address: _____
Street City State Zip

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

Sales Contact:

Name: _____
Street: _____
City: _____
State: _____
Phone: _____
Fax: _____
Email: _____

Legal or Alternate Sales Contact:

Name: _____
Street: _____
City: _____
State: _____
Phone: _____
Fax: _____
Email: _____

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:

THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK

City of Tulsa General Contract Terms

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

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

Americans with Disabilities Act. Contractor certifies that it and all of its subcontractors to be used in the performance of this agreement are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. Sec. 1313 and includes, but is not limited to, the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify.

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

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

Company Name: _____

Date: _____

Signature: _____

Name Printed: _____

Title: _____