

Request for Proposal

23-900

Professional Services for:

BOK Center & Cox Business Convention Center Management Consulting Services

Department: Parks, Culture & Recreation

NIGP Commodity Code(s):

918-21, 918-32, 918-52, 918-58, 918-75

RFP Schedule

EVENT	DATE
RFP Issue Date	07/25/2022
Pre-Proposal Conference <i>Location Zoom/Teams link</i>	No Pre-Proposal Conference
Deadline for Questions <i>Submit to assigned buyer via email.</i>	08/15/2022 <i>10 Days prior to RFP due date</i>
Proposal Due Date <i>Mail or deliver to City Clerk address. Proposals are open the day after the due date.</i>	08/31/2022

If You have any questions or need additional information, contact the Assigned Buyer:

Donny Tiemann, Senior Buyer | dtiemann@cityoftulsa.org
All questions should be emailed with the RFP 23-900 in the subject line.

Submit proposals (sealed) to:

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



CITY OF
Tulsa
 A New Kind of Energy™

I. OVERVIEW AND GOALS:

With this Request for Proposal (RFP), the City of Tulsa (City), together with the Tulsa Public Facilities Authority (TPFA), are searching to secure professional consulting services in connection with the solicitation and retention of a management company to manage the BOK Center and the Cox Business Convention Center (Cox Center) as outlined herein and delineated on the below Scope of Service.

We enthusiastically look forward to receiving your proposal.

II. BACKGROUND:

The BOK Center and the Cox Center are owned by the City and leased to TPFA, a public trust of which the City is the sole beneficiary. They are currently managed by SMG now ASM Global.

III. TIMELINE:

The schedule below provides estimated dates for the RFP and contracting process. The City and TPFA may adjust this schedule as needed.

Responses to the RFP must be submitted to the City of Tulsa as outlined in this section.

Responses are due no later than
Wednesday August 31, 2022, 5:00 PM (CST)
Responses received after this date and time will not be considered.

**PROPOSED SCHEDULE FOR THE REVIEW AND SELECTION PROCESS
AND DESIRED TIMELINES FOR DELIVERABLES**

MILESTONE	DATE
Release RFP	7/25/2022
Question submittal deadline	8/15/2022
Questions & answers posted on City Website	8/19/2022
Proposal due date	8/31/2022
Review and scoring of submittals	9/07/2022
Interviews w/finalists	9/14/2022 (If Needed)
Award of contract	9/22/2022
Execute contract and notice to proceed	(TBD)
Kickoff meeting	9/29/2022 (If Needed)

Approximately Total days (67 days)

IV. SCOPE OF WORK:

The City and TPFA are requesting proposals from qualified consultants for consulting services in connection with the solicitation and retention of a management company to manage the BOK Center and Cox Center. The proposal shall include but not be limited to providing professional services to assess the current operating requirements of the BOK Center and Cox Center and evaluate the existing contract of the current management company (SMG now ASM Global) in determining what information should be incorporated into future agreements in order to best meet the needs of the City and the TPFA.

1. The Respondent shall assist the City and TPFA in identifying feasible goals for future management of the BOK Center and Cox Center.
 - A. Review current management contract and operating requirements of the BOK Center and the Cox Center
 - B. Determine City and TPFA's minimums and timetables
 - C. Work with Client's operating and service requirements and expectations during initial year of new operation
 - D. Advise the City and TPFA on potential investment opportunities by third party management companies
 - E. Advise City and TPFA on various options for financial arrangements between CITY and TPFA and respondents & research and share customary financial arrangements in the industry.
2. The Respondent shall develop business terms for the Request for Proposals for soliciting a management company.
 - A. Prepare initial draft of business terms to be included in the RFP for the City and TPFA's review and input
 - B. Work with designated representatives of the City and TPFA to finalize business terms of the RFP
3. The Respondent shall evaluate the RFP Responses.
 - A. Provide quantitative and qualitative evaluation of each RFP response
 - B. Review evaluations with the City and TPFA's evaluation committee
4. The Respondent shall provide assistance to evaluation committee for oral presentations by RFP respondents.
 - A. Develop questions to be used by members of the evaluation committee for each private management company respondent.
 - B. Create evaluation format for use by the evaluation committee during the interview process
5. The Respondent shall provide assistance to evaluation committee during the selection process.
 - A. Lead the review process of presentations with evaluation committee members
 - B. Manage review and evaluation process in order to develop consensus and agreement among evaluation committee members.
 - C. Provide recommendation on each private management company respondent based on established criteria for written responses and oral presentations.

- D. Provide financial projections based on proposed terms for each of the respondents.
- 6. The Respondent shall assist in the development and negotiation of contract with private management company
 - A. Create parameters for development of an agreement to the City and TPFA;
 - B. Assist in developing business terms for first draft of an agreement based on;
 - I. Analysis of successful private management company's RFP response and oral presentation;
 - II. The evaluation committee's qualitative and quantitative evaluation of successful private management company's written response and oral presentation; and
 - III. Overall requirements of the RFP
 - C. Review business terms contained in initial draft and subsequent revisions of draft agreement with the City's and TPFA's representative and legal counsel;
 - D. Work closely with the City and TPFA in the negotiation of the Agreement; and
 - E. Facilitate execution of final agreement between selected private management company and the City and TPFA.

V. INSTRUCTIONS FOR SUBMITTING A PROPOSAL:

- A. Proposals must be received by **5:00 p.m. on Wednesday, August 31, 2022, Central Daylight Time**. Please place proposals in a sealed envelope or box clearly labeled "**RFP 23-900, BOK Center & Cox Business Convention Center Management Consulting Services**".

Proposals received late will be returned unopened.

- B. Interested Respondents should submit:

One (1) unbound original and seven (7) bound copies of the proposal plus one (1) digital copy (compact disc or USB drive).

- C. Proposals shall be delivered and sealed to:

Deputy City Clerk
City of Tulsa
175 E. 2nd St.
Suite 260
Tulsa, OK 74103

- D. All interested Respondents (Sellers) are required to register with the Buyer in order to receive updates, addenda or any additional information required. You can learn more about the registration process on the following website:

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

The City and TPFA are not responsible for any failure to register.

- E. Inquiries or questions to the Buyer requesting clarification regarding the Request for Proposal must be made via e-mail and must be received prior to the end of the business day on **Monday, August 15, 2022**.

Donny Tiemann, Senior Buyer
dtiemann@cityoftulsa.org

Any questions regarding this RFP will be handled as promptly and as directly as possible. If a question requires only minor 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.

- F. 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

VI. RESPONSE QUESTIONS AND PROPOSAL REQUIREMENTS

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

Evaluation Criterion 1	Firm Experience and History
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Proposer shall demonstrate the experience of the firm considering the type of services required. Recent experience of the firm and successful completion of services or work of a similar type and complexity will be a material consideration.

Include information such as firm's past record of performance on contracts with other government agencies or public bodies and with private industry, including such factors as quality of work, ability to meet schedules, cooperation, and responsiveness.

The City and TPFA may also consider its own past performance information and experience when evaluating proposals from firms that have performed work for the City or TPFA.

Submittal Requirements

1. Provide a brief description of your company to include your length of experience in performing the work described in Section IV, Scope of Work.

2. Describe recent services provided by your company and any proposed subcontractors that demonstrate the company's ability to perform the requirements as indicated in the scope of work. Be sure to point out if the services were of a similar size and if they were for a governmental entity.
3. Describe how well your company has been able to meet schedules and the response times you have provided.

Evaluation Criterion 2	Knowledge and Experience of Key Individuals
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Proposer shall demonstrate the experience and technical competence of the key individuals and support staff that will provide the requested services, including but not limited to the proposed project manager, major sub-consultants, and key staff in each firm. Key individuals' knowledge of and experience with problems, conditions, or circumstances applicable to the scope of work.

Knowledge, recent experience, and expertise of these key individuals with projects of similar type and complexity will be a material consideration.

Submittal Requirements

1. Brief resumes for each of the key individuals an/or support staff who will provide the requested services. (Full one-page resumes shall also be attached to the Appendix.)
2. A representative list of past or current projects performed by the key individuals who will provide the requested services. Please include:
 - a. Project name and location
 - b. Role of the individual
 - c. Client (Owner) name and location (city and state). Owner's primary contact and email address.
 - d. Brief description of the work, including description of the services provided.

Evaluation Criterion 3	Capacity and Project Organization
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Proposer shall demonstrate the firm's capacity, available additional resources, and ability to provide the City and TPFA with the required services. This should be demonstrated through the firm's understanding of City's and TPFA's needs and the Scope of Work to be provided to manage and complete the work, and submittal of the following required information.

Submittal Requirements

1. Describe what personnel would be assigned to this contract and describe their qualifications.
2. Capacity to perform the work (including any specialized services).
3. Provide a project schedule, identifying beginning and ending dates of work, as well as project target dates

Evaluation Criterion 4	Price
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The City and TPFA are not obligated to award a contract to the lowest priced Proposal and may accept the Proposal that the City and TPFA determines provides the best value to the City and TPFA based upon evaluation criteria described above.

Exhibit A, Price Sheet Summary, shall be evaluated in the following manner: The lowest proposed price will receive the maximum score of 25 points and all higher proposed prices will receive proportionately lower scores.

Submittal Requirements

Complete and submit Exhibit A, Price Sheet Summary, as contained in this RFP.

VII. EVALUATION OF PROPOSALS:

A panel consisting of not less than seven (7) City and TPFA representatives of will conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFP.

Final selection shall be the sole determination of the City and TPFA, and if a selection is made it will be to the Respondent(s) whose proposal is determined to be in the best interests of the City and TPFA.

The approval of the selected Respondent will be subject to the final determination of the City and TPFA and will be contingent on the successful completion of a contract between the City and the selected Respondent.

All bids will be evaluated using the following criteria:

Category	Total Points
Evaluation Criteria 1, Firm Experience and History	25
Evaluation Criteria 2, Knowledge and Experience of Key Individuals	25
Evaluation Criteria 3, Capacity and Project Organization	25
Price	25

The City of Tulsa and TPFA also reserves the right to evaluate based on the full list of eligible criteria listed in [Title 6, Chapter 4](https://library.municode.com/ok/tulsa/codes/code_of_ordinances) of the Tulsa Revised Ordinances (TRO): https://library.municode.com/ok/tulsa/codes/code_of_ordinances.

VIII. MISCELLANEOUS

- A.** To Ensure that this project is completed in a timely manner, the City and TPFA require that the selected Respondent perform steps concurrently to expedite results and recommendations, as feasible.
- B.** In order to remain above reproach in this proposal, respondents must include a listing of any business, legal familial or any other potential conflict of interest ties with any potential private management companies or other key entities within the industry.
- C.** The City and TPFA 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 and TPFA may include in the Agreement other terms and conditions as deemed necessary. Your response to this RFP will be considered part of the Agreement, if one is awarded to you.
- D.** All data included in this RFP, as well as any attachments, are proprietary to the City and TPFA.
- E.** The City and TPFA 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.
- F.** All Respondents shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination. They shall also comply with the Americans with Disabilities Act (ADA).
- G.** The use of the City’s or TPFA’s name in any way as a potential customer is strictly prohibited except as authorized in writing by the City and TPFA.
- H.** The City and TPFA assumes no responsibility or liability for any costs you may incur in responding to this RFP, including attending meetings or contract negotiations.
- I.** The City and TPFA are 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 here: <https://libraries.ok.gov/law-legislative-reference/library-laws/statutes-open-records/>.

The City and TPFA shall not be under any obligation to return any materials submitted in response to this RFP request.

- J. The City and TPFA shall not infringe upon any intellectual property right of any Respondent but reserves the right to use any concept or methods contained in the proposal.
- K. The City and TPFA also notifies all Respondents that the City and TPFA have 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 and TPFA's Objectives.

RESPONDENT CHECKLIST

Use this checklist to ensure You have properly read and completed all documents listed below. This document (the RFP) contains all the following materials, which must be completed and returned to the City of Tulsa Clerk's Office. We recommend You include this checklist with your proposal.

Submitter's Name: _____

RESPONDENT CHECKLIST	
RESPONDENT DOCUMENTS	INCLUDED?
Cover Letter	<input type="checkbox"/>
Proposal Narrative (To Include Requirements as listed on page 6)	<input type="checkbox"/>
Respondent Information Sheet (required form)	<input type="checkbox"/>
Price Sheet Summary (required form)	<input type="checkbox"/>
Affidavit (Non-Collusion, Interest & Claimant) (required form)	<input type="checkbox"/>
Acknowledgement of Receipt of Addenda (required form)	<input type="checkbox"/>
Additional Information (Optional)	<input type="checkbox"/>

Please Return Entire RFP Packet

RESPONDENT INFORMATION SHEET

Respondent's Legal Name: _____

(Must be Respondent's company name as reflected on its organizational documents, filed with the state in which Respondent is organized)

State of Organization: _____

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

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

Respondent's Address: _____
Street City State Zip Code

Respondent's Website Address: _____

Sales Contact:

Name: _____

Title/Position: _____

Street: _____

City: _____

State: _____

Phone: _____

Email: _____

Contact for Legal Notice:

Name: _____

Title/Position: _____

Street: _____

City: _____

State: _____

Phone: _____

Email: _____

How did you learn about this business opportunity with the City of Tulsa and TPFA?

- Email from Assigned Buyer
- City of Tulsa Website
- Tulsa World posting
- Purchasing search engine
- Industry colleague
- Other:

Price Sheet Summary

Respondent's Legal Name: _____

(Must be Respondent's company name as reflected on its organizational documents, filed with the state in which Respondent is organized)

Please present a Fee Total for Consulting Services as spelled out in the scope of this Request for Proposal:

Proposed Fee Total \$ _____

By signing here, I affirm that these prices are my formal offer and agree to the inclusion of City of Tulsa's and TPFA's general contract terms and conditions as listed in Appendix A in any contract with the City of Tulsa and TPFA.

Company Name: _____ Date: _____

Signature: _____

Name Printed: _____

Title: _____

AFFIDAVIT

NON-COLLUSION, INTEREST, AND CLAIMANT

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 Bidders 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 Bid to which this statement is attached, and I have been personally and directly involved in the proceedings leading to the submission of such Bid; and
3. Neither the Seller nor anyone subject to the Seller's direction or control has been a party:
 - a. to any collusion among Bidders 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 Bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract.
4. No officer or employee of the City of Tulsa or the Tulsa Public Facilities Authority (TPFA) either directly or indirectly owns a five percent (5%) interest or more in the Bidders 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 or TPFA own an interest in the Bidders business, which is less than a controlling interest, either direct or indirect.
5. All invoices to be submitted pursuant to this agreement with the City of Tulsa and TPFA will be true and correct.
6. That the work, services or material furnished will be completed or supplied in accordance with the plans, specifications, orders, requests or contract furnished or executed by the affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer or employee of the City of Tulsa, the TPFA or of any public trust where the City of Tulsa is a beneficiary, of money or any other thing of value to obtain payment of the invoice or procure the contract or purchase order pursuant to which an invoice is submitted. Affiant further certifies that (s)he has complied with all applicable laws regarding equal employment opportunity.

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

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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APPENDIX A – City of Tulsa and TPFA General Contract Terms

It is anticipated that the City of Tulsa and TPFA will enter into an Agreement with the selected Respondent for an initial term ending one (1) year from the date of its execution by the City's Mayor.

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 and TPFA of the Services set forth in this Agreement is subject to City's and TPFA'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 and TPFA do not appropriate or budget sufficient funds to perform this Agreement, this Agreement shall be null and void without further action by City or TPFA.
2. **No Indemnification or Arbitration by City and TPFA.** Contractor understands and acknowledges that City is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens and TPFA is a public trust whose sole beneficiary is the City. Accordingly, and pursuant to Oklahoma law, City and TPFA 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 and TPFA for actual loss or direct damages for any claim based on a breach of this Agreement and the documents incorporated herein. City and TPFA reserves the right to pursue all legal and equitable remedies to which it may be entitled. City and TPFA 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 TPFA 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 and Indemnification.** Contractor shall hold City and TPFA 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. Contractor agrees to indemnify and hold the City and TPFA 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.
5. **Liens.** Pursuant to City's Charter (Art. XII, §5), no lien of any kind shall exist against any property of City.
6. **No Confidentiality.** Contractor understands and acknowledges that City and TPFA are 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 and TPFA'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 and TPFA 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 and TPFA do 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.

PACKING LABEL

Top Left-hand Corner

FROM: Name
Respondent's Legal Name
Street Address
City, State, Zip Code

FROM:

City of Tulsa - City Clerk's Office
175 East 2nd Street, Suite 260
Tulsa, OK, 74103

Respondent Submission For:

RFP# 23-900
RFP DESCRIPTION: BOK Center and Cox Business Convention Center
Management Consulting Services

This label ensures that Your proposal will be sent to the correct office (City Clerk's) and that it is associated with the correct Solicitation (indicated by the RFP number). Proposals must be sealed and either mailed or delivered to the City Clerk's Office. Proposals must also be received no later than 5:00 PM (CST) on date listed on the first page of the RFP.