



# REQUEST FOR PROPOSAL

## BOK Center and Cox Business Convention Center Management and Operations

RFP # 23-928

NGIP Commodity Codes: 958-78  
962-13  
962-58

Issued By:  
Tulsa Public Facilities Authority

Facilitator:  
Tom Williams  
Partner  
Venue Solutions Group  
7105 Peach Ct., #108  
Brentwood, TN 37027

**Proposal Due Date: March 22, 2023**



# Request for Proposal

RFP # 23-928

Management and Operation of  
BOK Center and  
Cox Business Convention Center  
Tulsa, OK

**Issue Date: Monday, February 6, 2023**  
**Issued By: Tulsa Public Facilities Authority**

**Deadline for Submittal:**  
**Wednesday, March 22, 2023**  
**5:00 PM CST**

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## **I. Introduction**

The City of Tulsa, Oklahoma (City) and the Tulsa Public Facilities Authority (TPFA) have chosen to consider continuing with contract management for the sports and entertainment complex that consists of BOK Center and Cox Business Convention Center, a 19,000 seat multi-purpose arena and 275,000 SF convention and meeting facility, respectively (hereafter referred to as “Complex”). Contract management would oversee all aspects of the complex including operations/engineering, food service (either self-operation or contracted), booking/programming, merchandising, ticketing, technology, security, parking, maintenance, and sales & marketing, promotions & advertising. The start date for the contract management firm is anticipated to be July 1, 2023 (City fiscal year is July 1 through June 30). Currently, ASM Global is the manager and operator of the Complex.

The Bank of Oklahoma (BOK) Center is a 19,000-seat multi-purpose arena that hosts a wide variety of live sports and entertainment events, including the Tulsa Oilers of the East Coast Hockey League and the Tulsa Oilers of the Indoor Football League, which begin play in March 2023. <https://www.bokcenter.com>

The Cox Business Convention Center is a 310,000+ square foot meeting and event center that opened in 1964. The Center includes 35 meeting rooms, a divisible exhibit hall totaling 102,600 square feet, a 20,000 square foot main conference hall, multiple other conference halls, a divisible Grand Hall totaling 41,470 square feet, and a 30,000 square foot ballroom. <https://coxcentertulsa.com>

The Complex is owned by the City of Tulsa and leased to the Tulsa Public Facilities Authority (TPFA). This RFP is being distributed by the TPFA and the new management agreement will be between the successful proposer and the TPFA. Additionally, the management agreement resulting from this RFP will be subject to the lease between the City of Tulsa and the TPFA which may be amended from time to time.

Firms responding to this Request for Proposals (RFP) must be prepared to undertake in the most efficient manner possible, all aspects of management, marketing, and operations of the Complex, leveraging the economic development investment made by the City/TPFA in the Complex. Respondents to this RFP are expected to meet or exceed the minimum qualifications set forth in this RFP.

The City/TPFA has engaged the service of consulting firm Venue Solutions Group (VSG) to facilitate this process on behalf of the City/TPFA, and VSG is not part of the evaluation committee, nor will VSG make a recommendation.

## II. Proposal Process and Schedule

### A. Timeline

- |  |   |
|--|---|
| 1. RFP Issued:                                   | February 6, 2023                            |
| 2. <b>Non-Mandatory</b> Pre-Proposal Tour:       | February 13, 2023<br>2:00 PM-4:00 PM        |
| 3. <b>Mandatory</b> Notice of Intent to Submit   | February 17, 2023                           |
| 4. Final day City will accept written questions: | February 26, 2023                           |
| 5. City response distributed by:                 | March 10, 2023                              |
| 6. <b>Proposals due:</b>                         | <b>March 22, 2023</b><br><b>5:00 PM CST</b> |
| 7. Oral Presentations (subject to change):       | April 4, 2023                               |
| 8. Bid Award (subject to change):                | April 12, 2023                              |
| 9. Contract negotiations begin:                  | April 13, 2023                              |
| 10. Contract start date:                         | July 1, 2023                                |

To attend the Pre-Proposal Tour, please notify Tom Williams via email (tom.williams@venuesolutionsgroup.com) no later than 2:00 pm CST on February 10, 2023, of the names, titles, and cell phone numbers of individual(s) who will attend. No firm (including their subsidiaries) may have more than four (4) representatives present at the Pre-Proposal Tour.

Please bring a copy of the RFP with you as no additional copies will be provided at the Pre-Proposal Tour. The TPFA intends to offer a tour of the Complex and present general information which may be helpful in the preparation of proposals, and to offer firms the opportunity to ask questions concerning this RFP. Any questions and answers will be provided to all proposers via an addendum to this RFP issued per the timeline in A. 5. above.

The TPFA reserves the right to provide any addenda to this RFP, provided that no addenda will be issued after March 10, 2023.

No later than February 17, 2023, please submit a Notice of Intent to Submit to Tom Williams attesting to the fact that your firm fully expects to submit a proposal in response to this RFP. You should email Mr. Williams this notice and follow up with a phone call to ensure it was received. In the subject line of the email, please type "RFP #23-928 Notice of Intent."

The format and duration of oral presentation will be determined at a later date, and the TPFA reserves the right to dispense with presentations and directly negotiate with a selected proposer.

**B. Questions**

All questions shall be received no later than 5:00 pm CST on February 26, 2023, in writing (via mail/postal service or by email) to:

Mr. Tom Williams  
Partner  
Venue Solutions Group  
7105 Peach Court, Suite 108  
Brentwood, TN 37027  
[tom.williams@venuesolutionsgroup.com](mailto:tom.williams@venuesolutionsgroup.com)  
Tel (615) 481-6974

It is recommended that proposers follow up with a phone call to ensure receipt of questions. This telephone call is only to verify receipt, not to present additional questions or confirm other aspects of the RFP.

Proposer representatives, legal counsel or anyone affiliated with the proposer are prohibited from communicating or lobbying in any other manner about this project with any Complex employee, ASM Global employee, TPFA Board Member or staff, other City employee, elected official, or evaluation committee member from the date of issuance of this Request for Proposal until the final award is made. The incumbent operator may maintain normal communications about the day-to-day operations of the Complex but will be directed to avoid discussions about this RFP process. Also, any other proposers who currently offer services or otherwise conduct business in the Tulsa area should continue to do so, but any discussions about this RFP or management of the Complex should not occur.

The evaluation committee is comprised of:

Anna America – Chief of Culture and Recreation  
Kathy Taylor – TPFA Chair  
Blake Ewing – Mayor of Tulsa Chief of Staff  
Christy Basgall – City Finance  
Donny Tiemann – City Purchasing  
Stephanie Solberg – City Legal  
Ashleigh Bachert – VP, Tourism Operations, Tulsa Regional Tourism  
Thomas Chandler – Asset Management

**C. Proposal Delivery**

Responses to this RFP are due by 5:00 pm CST on March 22, 2023, to:

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

In a sealed package with "Submittal for Management of BOK Center/Cox Business Convention Center, RFP #23-928" clearly visible on the exterior, proposer shall submit one (1) signed original and ten (10) exact copies, all printed and bound, as well as one (1) copy (PDF format) on a USB drive. Paper size of the submittal should be 8.5 x 11, in either landscape or portrait orientation.

The TPFA reserves the right to accept, reject, and to waive any minor informalities in any offer not deemed to be in the best interest of the TPFA or negotiate modifications to any proposal as it shall determine in its sole discretion to be in the best interest of the TPFA. However, each proposer must provide all information as requested in order for the proposal to be considered and may be disqualified for failure to submit any required attachment/exhibit/schedule, or for submitting incomplete or nonresponsive information, exhibits, attachments or schedules. Failure to include all the items may result in a proposal being rejected.

Proposals may also be rejected for any of the following reasons: proposal is not signed; proposal does not include a bid deposit, if required; proposal does not include an executed non-collusion affidavit; or proposal does not meet specifications and requirements in some material way.

The TPFA assumes no responsibility and is not responsible for the failure of proposals to be received by March 22, 2023. It is neither the TPFA's responsibility nor obligation to acknowledge receipt of any proposal as a result of the Request for Proposal process.

Proposals will be opened on the morning after the due date, at 8:30 AM, at the:

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



D. Cost of proposal

This RFP does not commit the TPFA or City to pay any costs incurred by any proposer in preparation and/or submission of a proposal, or for procuring or contracting for services and items used to respond to the RFP. All costs directly or indirectly related to responding to this RFP (including all costs incurred in providing supplementary documentation) will be borne solely by the proposer.

E. Ownership of Proposals

All documents submitted in response to this RFP will become the property of the TPFA.

F. Rejection of Proposals

Proposals may be rejected if they show any alteration of words or figures; additions not called for, conditional or uncalled-for alternate proposals, incomplete proposals, erasures, or irregularities of any kind, or contain any unbalanced values. Proposals tendered or delivered after the official time designated for receipt of proposal shall not be considered.

G. Right to Waive Irregularities

Proposals will be considered as being "irregular" if they show any omission, alterations of form, additions, or conditions not called for, unauthorized alternate proposals, or irregularities of any kind. The TPFA reserves the right to waive minor irregularities in the proposals. This right is the sole discretion of the TPFA.

H. Amending of Proposals

A proposer may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements of a previously submitted proposal and must be clearly identified as such in the transmittal letter. The TPFA will not merge, collate or assemble proposal materials

I. Withdrawal of Proposals

Proposals may be withdrawn by written notice received by the TPFA prior to the exact hour and date specified for receipt of proposals.

J. Proposal Offer Firm

Responses to this RFP, including cost, will be considered firm for three hundred sixty-five (365) days after the latter of:

- 1) The due date for receipt of proposals; or
- 2) The submittal date of receipt of a proposer's last, best and final offer (if requested)



**K. RFP Modification**

The TPFA reserves the right to, at its sole and unqualified discretion, modify the requirements of this RFP, including extending the overall timeline.

**L. RFP Termination**

The TPFA reserves the right, at its sole and unqualified discretion, to cancel this RFP at any time. The TPFA reserves the right to reject any or all proposals submitted in response to this RFP.

**M. Consideration of Proposals**

Discussions may be conducted with a responsible proposer capable of being selected for the award for the purpose of clarification. Until award of the contract is made by the TPFA, the right will be reserved to reject any or all proposals, to re-advertise for new proposals, or to proceed with the work in any manner as may be considered in the best interest of the TPFA.

### **III. Minimum Qualifications**

Qualifications will be reviewed and evaluated based on the criteria set forth in this RFP. Proposers (the entity, or the individual firms that comprise a joint venture) must meet or exceed the following criteria:

- Must be legally capable of operating within the State of Oklahoma and City of Tulsa.
- Must have at least ten (10) consecutive years of successful experience managing and operating public assembly facilities similar to the BOK Center and Cox Business Convention Center, and currently operate at least five (5) public assembly facility similar to either of the Tulsa venues.
- Must have experience in operating such a facility on behalf of a public entity, such as a City or County government, or public building authority.
- Must have at least ten (10) consecutive years of successful experience in providing food and beverage services at public assembly facilities similar to the BOK Center and Cox Business Convention Center, and currently provide such services in at least five (5) public assembly facility similar to either of the Tulsa venues.
- It is acceptable that proposers possess the requisite minimum qualifications themselves or they may rely on the qualifications of firms with whom they have merged or acquired, or have been acquired by.

#### IV. Scope of Services

Operational services require the professional management operator (or operator team) to manage, in the most efficient and cost effective manner possible, all aspects of Complex operations such as landscaping, custodial and maintenance services, security, booking, marketing, event services including event set-up/tear down, scheduling, promotions, sponsorship and promotional services, catering and concessions, ticket related services and financial/administrative services including accounting, budgeting, purchasing, human resources/personnel and contracting. It is the desire of the TPFA that the successful proposer leverage the economic development investment made by the City and TPFA in the Complex. Specific services and expectations of the professional management operator will include, but not be limited to the following:

- **Day-to-Day Management and Operation** – ensure that the facilities are kept clean, safe and sanitary and maintained in good working order. Conduct repairs as necessary, certifying that work is compliant with, and when possible, exceeds, City, County, State and Federal regulations. Provide, or cause to be provided, all incidental services required in connection with the facility or its events, including promotional activities, premium seating and sponsorship sales, food service (catering and concessions, including alcohol sales), ticket related services and other such services. Ensure grounds and parking lot are properly manicured and are free of debris, snow and ice. Maintain an adequate staff of courteous and efficient employees at the facility and provide appropriate supervision of such employees.
- **Sales, Marketing, Booking, Scheduling** – working in collaboration with Tulsa Regional Tourism and other Complex partners and in adherence to the facility's formal booking policy, deliver robust sales, marketing, booking and scheduling activities for the Complex. The result of which will involve booking a mix of events, including tenant games/practices, touring entertainment events/shows, other sporting events, conventions, conferences, tradeshow, meetings, and community-oriented events.
- **Report Preparation** – collect all revenues generated through the operation of the Complex and document and spend all monies necessary for the proper management, operation, maintenance and supervision of the Complex. Prepare and submit monthly financial, operating, maintenance, management and other such reports as required by the TPFA.

- **Annual Plan** – develop annual plans and operational budgets for the TPFA which have defined performance measures. Comply with the spending limitations imposed by such plans and budgets. Upon conclusion of the fiscal year, conduct an audit by a certified public accounting firm to develop audited financial reports and to certify compliance with generally accepted accounting principles.
- **Contract Administration** – administer all utility and other contracts required in the ordinary course of business in operating the Complex, and if necessary or requested by the TPFA, participate in the solicitation of, and negotiations with, competing service providers.
- **Advise** – provide such advice and assistance in relation to the operation, management, maintenance and supervision of the Complex as the TPFA may require including, but not limited to, recommending potential changes to sources of revenue, partnerships, prices and policies and other such practices that could potentially add to the financial success of the Complex.
- **Client Communications** - respond in a timely manner to reasonable requests from the TPFA and its agents or counsel.

**V. Submittal Requirements**

- A. Responses should be prepared simply and economically, providing a straightforward and concise description of the responder's experience and qualifications related to the operation and management of the complex. At a minimum, the following information should be included in the response to this RFP.

In order to ensure a uniform review process and to obtain the maximum degree of comparability, the submissions in response to this RFP must be organized in the following manner (note: page indications are single spaced, single sided, no smaller than 12 pt font except for image captions):

1. General Information (2 pages maximum)

Provide a transmittal letter that specifically states the proposer's understanding of the work to be accomplished and briefly outlines the responder's strengths in providing the required services. This letter should be signed by an authorized corporate officer for each entity included as a team proposal.

Include the name of proposer's firm/entity, address, telephone number, name of contact person, and the title of the RFP.

Provide a description of the proposing entity's current legal status (i.e., Corporation, Partnership, Sole Proprietor, Joint Venture, etc.)

Provide the proposing entity's current Federal Employer Identification Number and State Tax ID number.

2. Firm Background and Qualifications (25 pages maximum, not counting financial statements)

Provide a profile of your organization and describe its legal structure, principal officers and organizational structure. The proposer must identify and distinguish between its own experience and qualifications and that of any parent entity, predecessor and/or wholly-owned or partially-owned subsidiary of the proposer.

Provide resumes of key personnel and principals of the organization. Identify the extent to which each principal executive or staff member will be involved in the management of the Complex and whether such involvement will be on a fully informed daily basis or in an advisory capacity.

Provide audited and certified financial statements for your organization's last three years of operation. If the proposer is a Joint Venture, a copy of the Joint Venture agreement must be submitted for each party.

Provide a complete and detailed history of your organization's facility management experience for the last five years. Information provided should include a description of services provided and examples of successful operational strategies. Include examples of creative thinking with regards to event booking, revenue generation, and cost savings. If your firm has existed less than five years, describe the work history of the top levels of management.

Specifically describe your experience in the area of sponsor, advertising, and premium seating sales. The naming rights agreement may expire during the term of this agreement, so please address your history with securing naming rights for venues similar to BOK Center and Cox Business Convention Center.

Provide a list of all facilities managed by your organization on behalf of a public entity that are multi-purpose (non-professional) arenas with between 15,000 and 25,000 fixed seats, and convention centers with at least 250,000 gross square feet; you may include testimonials as available. Arenas with minor league sports teams are considered non-professional for the purposes of this RFP.

Provide a list of all other arenas and convention centers where your firm provides full management services, noting the name, location, and capacity.

Provide a description of your entity's experience in working with public entities and other entities that market facilities for a public entity, including cooperative efforts, philosophy and results.

Provide a list of any contracts for management and operation services held by your organization that were terminated in the last ten (10) years and the reasons for such termination.

If applicable, describe your experience in transitioning your firm into a venue or complex where a competitor (not a municipality or governmental entity) was the incumbent. Discuss the challenges of that type of situation and how you managed a successful transition.

Describe your familiarity with the Tulsa and regional marketplaces.

**3. Management Plan (30 pages maximum)**

Provide an explanation of the overall philosophy on how you would manage and operate the Complex. This should include:

- a) If applicable, an overview of the plan for transitioning employees from the incumbent operator to your organization, including key steps, a timeline of critical milestones and a description of roles and responsibilities; identify how existing staff may be retained; identify costs to the TPFA for the transition and provide an estimate based on your past transitions; propose a method for advising the TPFA should incumbent employees find alternate employment prior to your firm's official start date and how the challenges of that situation could be mitigated;
- b) A suggested management organizational chart for full time staff, including contracted services as well as positions at the corporate and local levels; identify up to three (3) proposed General Manager candidates if available and if necessary;
- c) Description of the suggested reporting structure between facility management and your corporate offices and to the TPFA;
- d) Actual examples of management/financial reports used by your organization to advise governmental entities of performance;
- e) Description of positions responsible for maintaining the facility to an acceptable industry standard in terms of the Complex's physical condition with regards to maintenance and repair;
- f) Description of how you would manage 3<sup>rd</sup> party service contracts, and where within the Complex you envision their application; please identify any proposer-affiliated firms that you would propose using for this project;
- g) Description of your approach to providing food service (concessions and catering) at the Complex including the incorporation of local and/or national brands, purchasing leverage, etc, and whether you intend to self-operate or contract and why;
- h) Description of your approach to maintenance and repair, including the use of a computerized maintenance management system;
- i) Description of your approach to risk management and safety/security of guests, employees, and facility users;
- j) Description of your security measures and controls to avoid cybercrimes, such as malware attacks, phishing campaigns, Denial-of-Service attacks, insider threats, etc.;



- k) Description of your approach to sales related to sponsorships, advertising, and premium seating (especially larger items such as naming rights and pouring rights). Identify any new sponsorship opportunities or programs that are not currently utilized at the Complex. Describe any commission structure on the sale of advertising, sponsorship and premium seating; be sure to address existing contract renewals as well as new sales and renewals thereafter.

Note: the current management agreement did not include corporate commissions for such sales; please inform the TPFA as to why such commissions are now employed (if you so intend to charge commissions).

- l) Description of how you balance the free speech of employees with the need to maintain a positive public image for your firm, the Complex, and the TPFA.

4. Marketing Plan (20 pages maximum)

Provide an explanation of the overall philosophy you would use to market the Complex, including:

- a) Provide an overview of marketing and promotional concepts that will further the goals of the Complex, including for both the buildings proper as well as for events. Cite past, actual examples from other venues;
- b) Describe your approach to booking/scheduling, promoting, advertising and marketing events at the Complex;
- c) Describe past experiences in working with a sports tenant(s) in addition to marketing and booking such events. Describe how event scheduling and promoting will be coordinated with tenant teams;
- d) Identify any public assembly facilities managed by your organization, located within a 200-mile radius of Tulsa, OK, and how they might compete with the Complex. Describe how you would prevent any conflicts of interest.

5. Financial Plan (20 pages maximum)

Provide an explanation of the overall financial plan for the Complex, including:

- a) Summarize your proposed strategy and approach for minimizing operating expenses and maximizing operating revenues;
- b) Understanding that the TPFA will be financially responsible for and will have final approval of capital improvements, please provide a description of your firm's role with respect to identifying and prioritizing capital improvements, justifications for such recommendations, and the ability (or not) to identify or suggest funding mechanisms;
- c) Identify any cost(s) to the TPFA or any other compensation (beyond the base management fee and any incentive fees), rebate or financial remuneration you would receive under the contract, whether from the City, a vendor or other entity;
- d) Provide a 3-year Pro Forma financial projection separately for each of the two venues beginning with the fiscal year of July 1, 2023, through June 30, 2026. All revenues and expenses should be listed, by line item, along with all relevant assumptions used. The management fee (base, incentive, and other), if any, paid to your entity should be included as a separate line item(s).

6. Customer Service Plan (6 pages maximum)

Describe your overall approach to customer service and enhancing the guest experience. Include technology that your firm would deploy, processes and procedures, training, and how you self-monitor the guest/fan experience; describe the criteria used to determine appropriate guest services endeavors, and how corrective measures would be taken.

7. Compensation Proposal (6 pages maximum)

Please provide, as allowed by state law, an outline of a potential compensation proposal that you may be willing to enter into if selected as the Complex's facility operator. The TPFA is seeking creative compensation proposals, which may include, but should not be limited to, the following basic structures:

***Fee For Services***

Base and Incentive Fee Structure: under this plan, the selected proposer would receive a base fee and potential incentive fee in exchange for operating the Complex, while all operating revenues and expenses would be allocated to the TPFA.

***Alternate Options***

Other Compensation Plan(s): please identify any alternative compensation plans related to the operation of the Complex that the TPFA could consider as a part of your submission. For example, this could include 100% incentive based compensation or investments for marketing participation, venue improvements or other such options which could further promote the success of the venue and limit the TPFA's operating exposure. Describe any restrictions/repayment requirements, fees, or incentives on any such investment. An Alternate Option may be combined with a Fee for Services structure.

***Term***

The TPFA prefers an initial term of 10 years with two (2) 5-year options. The TPFA may consider alternate terms as suggested by proposers.

8. Management Agreement

Provide a copy of your standard form of contract. Any non-negotiable provisions should be identified. The TPFA reserves the right to reject any or all of the terms included and to provide its own agreement. Additionally, the TPFA expects that any management agreement between the TPFA and selected respondent should include 1) TPFA's general contract terms as set forth in Attachment B and 2) shall incorporate this RFP and respondent's proposal.

9. Sample Annual Report

Provide a copy of an Annual Report submitted by your firm to a client of a venue similar in size/scope to either BOK Center or Cox Business Convention Center.

## **VI. Evaluation Process**

The evaluation committee will review all submittals and may select a short-list of proposers who will be offered the opportunity to present their proposals in person. Based on these interviews, information presented in the proposals, and any supplemental information requested, the evaluation committee will recommend to the TPFA a finalist whose proposal best suits the needs of the TPFA. The TPFA, along with its legal counsel, will then negotiate and approve the final contract.

The TPFA reserves the rights to:

- Revise or extend this schedule at its sole option.
- Conduct pre-award discussion and/or pre-award contract negotiations with any or all responsive and responsible proposers who submit proposals determined to be reasonably acceptable of being selected for award; conduct personal interviews or require presentations of any or all proposers prior to selection which could be open to the public; and make investigations of the qualifications of proposers as it deems appropriate.
- Request that proposer(s) modify its proposal to more fully meet the needs of the TPFA or to furnish additional information as the TPFA may reasonably require.
- In its sole discretion, expand or reduce the criteria upon which it bases its final decisions regarding selection of an operator for the Complex. The TPFA reserves the right to reject any or all proposals or parts of proposals, to negotiate modifications of proposals submitted, and to negotiate specific proposal elements with a proposer into a project of lesser or greater magnitude than described in this RFP or the proposer's reply.
- Negotiate any modifications to a proposal that it deems acceptable, waive minor irregularities in the procedures, and reject any and all proposals.
- Process the selection of the successful Proposer without further discussion.
- Waive any irregularity in any proposal, or reject any and all proposals, should it be deemed in its best interest to do so. The TPFA shall be the sole judge of proposers' qualifications and reserves the right to verify all information submitted by the proposers. The proposal selected will be that proposal which is judged to be the most beneficial to the TPFA.

Submission of a proposal indicates Proposer's acceptance of the evaluation technique and Proposer's recognition that the TPFA must make some subjective judgments during the evaluation.

**VII. Other Terms & Conditions****1. Insurance**

Awarded proposer shall be the named insured under all policies with an authorized insurance company licensed to do business in Oklahoma and shall secure prior to the Effective Date of this Agreement and shall keep in force at all times during the term of this agreement the following insurance:

**Commercial General Liability**

Limits of at least:

\$5,000,000 Per Occurrence  
\$5,000,000 Damage to Rented Premises, Per Occurrence  
\$5,000,000 Personal and Advertising Injury  
\$6,000,000 General Aggregate  
\$6,000,000 Products – Completed Operations Aggregate

- Coverage shall be provided by a standard form Commercial General Liability Policy covering bodily injury, property damage including loss of use, and personal injury.
- General Aggregate to apply on a Per Location / Per Project Basis
- The City and the TPFA shall be named as Additional Insured on a primary and non-contributory basis including completed operations
- Products and Completed Operations Insurance to be maintained for a minimum period of two (2) years after final payment with the City and the TPFA.
- Awarded proposer agrees to waive its rights of recovery against the City and the TPFA. Waiver of Subrogation in favor of City and the TPFA shall be added to the policy.
- Contractual liability coverage shall be on a broad form basis and shall not be amended by any limiting endorsements.

**Automobile Liability**

Limits of at least:

- \$2,000,000 Combined Single Limit (CSL) Per Occurrence
- Coverage shall apply to all Owned, Hired, and Non-Owned Autos operated by awarded proposer, agents and employees in connection with the Facilities, whether owned by the awarded proposer, the City, TPFA or otherwise.
  - Waiver of Subrogation in favor of the City and the TPFA.

**Liquor Liability**

Limits of at least:

\$1,000,000 Per Occurrence

\$2,000,000 Aggregate

- The City and the TPFA shall be named as Additional Insured on a primary and non-contributory basis including completed operations
- Awarded proposer agrees to waiver its rights of recovery against City and the TPFA. Waiver of Subrogation in favor of the City and the TPFA shall be added to the policy.

**Workers Compensation**

Awarded proposer shall at all times during the term of this Agreement maintain workers' compensation insurance (including occupational disease hazards) with an authorized insurance company licensed to do business in Oklahoma, or through CompSource Oklahoma, insuring its employees at the Facilities in amounts equal to or greater than required under law.

Limits:

Statutory coverage for the state of Oklahoma

Employers Liability limits:

\$1,000,000 Each Accident

\$1,000,000 Disease – Per Person

\$1,000,000 Disease – Policy Limit

- Waiver of Subrogation in favor of City and TPFA

**Umbrella / Excess**

Limits of at least:

\$15,000,000 Per Occurrence

\$15,000,000 Aggregate

- Policy shall provide liability coverage in excess of the specified Workers Compensation/Employers Liability, Commercial General Liability, Liquor Liability and Auto Liability
- Coverage shall be on a per location / per project basis
- Coverage shall be on a Primary and non-Contributory basis including completed operations.
- Waiver of subrogation in favor of City Tulsa and the TPFA

**Cyber Liability**

Limits of at least:

\$1,000,000 Per Occurrence

\$1,000,000 Aggregate

- Coverage shall include, but not be limited to, all software, computer hardware installation, data access, data integrations, data usage, cloud storage, data privacy and security, regulatory fines and penalties, payment card industry, personally identifiable information, ransom ware and technology related contracts.
- Coverage shall be on a Per Location / Per Project basis
- The City and the TPFA shall be named Additional Insured on a primary and non-contributory basis including completed operations

Insurance to be maintained for a minimum period of two (2) years after final payment with TPFA.

Awarded proposer shall provide the TPFA with current valid original certificates of insurance prior to commencement of this agreement and annually prior to policy renewals evidencing compliance with this Section. Awarded proposer shall provide the TPFA with a minimum of thirty (30) days prior written notice of policy cancellations. It is solely the awarded proposer's responsibility to provide notice to the TPFA, should any required insurance be cancelled or non-renewed. Failure of the awarded proposer to provide all insurance requirements, or to provide notice, shall not relieve the Contractor of its obligation under this contract.

If awarded proposer employs subcontractors in the performance of its work, awarded proposer agrees to obtain equivalent insurance provisions from its subcontractors as required under this agreement and provide a copy of their certificate of insurance to the TPFA.

**Other**

Professional Liability insurance with coverage of at least One Million Dollars (\$1,000,000.00) for claims of negligent errors, acts or omissions.

Employment Practices Liability insurance with coverage of at least One Million Dollars (\$1,000,000.00) for claims relating to the employment practices of Operator pertaining to its employees.

Fidelity Insurance covering all of proposer's personnel under the agreement in the amount of One Million Dollars (\$1,000,000.00).



## 2. Financial Security

Any and all companies providing insurance required by the contract/agreement must meet the minimum financial security requirements as set below. Companies providing insurance must have a current:

- Best's Rating not less than A (Excellent), and
- Best's Financial Size Category not less than Class VII (\$50M-\$100M)
- The Rating for each company must be indicated on the Certificate of Insurance

## 3. Performance Bond

The awarded proposer shall provide to the TPFA a surety and performance bond or cash, certified or cashier's check in the amount of (\$TBD) to protect TPFA and the City against loss due to the inability or refusal of proposer to perform under the management agreement. It is anticipated that the amount of the bond will be commensurate with the awarded proposer's maximum fee possible for a single year of the agreement.

Awarded proposer shall provide evidence of such bond yearly and prior to renewal.

## 4. Permits and Licenses

The successful proposer shall be responsible for determining and securing, at his/her expense, any and all licenses and permits that are required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction in any manner connected with providing operations and maintenance of the facility. Such fees shall be included in and are part of the total proposal cost.

## 5. Other Requirements

- a. All data included in this RFP, as well as any attachments, are proprietary to the TPFA and City of Tulsa.
- b. The TPFA and 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. 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 TPFA's own proprietary data. All such proprietary data contained in your proposal must be clearly identified.
- c. The TPFA 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 here: <https://libraries.ok.gov/law-legislative-reference/library-laws/statutes-open-records/>.

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

## 6. Non-Discrimination, ADA

- a. The City of Tulsa 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.
- b. 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).

## 7. City and Tulsa Public Facilities Authority Name

- a. The use of the TPFA's and City of Tulsa's names in any way as a potential customer is strictly prohibited except as authorized in writing by the TPFA and City of Tulsa.

**VIII. Attachments**

**ATTACHMENT A**

**Fact Sheets**

**BOK Center**

Owner: City of Tulsa, but leased to Tulsa Public Facilities Authority

Address: 200 South Denver, Tulsa, OK 74103

Web Address: <https://www.bokcenter.com>

Building opened: 2008

Arena seating capacity: over 19,000

**Cox Business Convention Center**

Owner: City of Tulsa, but leased to Tulsa Public Facilities Authority

Address: 100 Civic Center, Tulsa, OK 74103

Web Address: <https://coxcentertulsa.com>

Building opened: 1964; renovations occurring in 1974, 1981, 2009 and 2020

Overall square footage: over 310,000 SF

## **ATTACHMENT B**

### **Tulsa Public Facilities Authority General Contract Terms**

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It is anticipated that the TPFA will enter into an Agreement with the selected respondent ("Contractor") for an initial term ending June 30, 2028, from the date of its execution by the Chairman, with two (2) five-year renewals available at the option of TPFA. Contracts entered into by the TPFA 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 TPFA of the Services set forth in this Agreement is subject to TPFA's needs and to City of Tulsa's annual appropriation of sufficient funds in the City's fiscal year (July 1<sup>st</sup> to June 30<sup>th</sup>) in which such Services are purchased. In the event the City does not appropriate or budget sufficient funds to perform this Agreement, this Agreement shall be null and void without further action by TPFA.
2. **No Indemnification or Arbitration by TPFA.** Contractor understands and acknowledges that TPFA is a public trust that is funded by public funds to operate for its City Beneficiary. Accordingly, and pursuant to Oklahoma law, 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 TPFA for actual loss or direct damages for any claim based on a breach of this Agreement and the documents incorporated herein. TPFA reserves the right to pursue all legal and equitable remedies to which it may be entitled. TPFA will not agree to binding arbitration of any disputes.
3. **Intellectual Property Indemnification by Contractor.** Contractor agrees to indemnify, defend, and save harmless 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 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 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 of Tulsa Charter (Art. XII, §5), no lien of any kind shall exist against any property of City.
6. **No Confidentiality.** Contractor understands and acknowledges that TPFA 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 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](http://www.dhs.gov/E-Verify).

8. **Right to Audit.** The parties agree that books, records, documents, accounting procedures, practices, price lists or any other items related to the Services provided hereunder are subject to inspection, examination, and copying by 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 TPFA 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 TPFA'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.

**ATTACHMENT C****NON-COLLUSION AND INTEREST**

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 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 own an interest in the Bidders 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: \_\_\_\_\_

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

## **ATTACHMENT D**

### **ADDITIONAL INFORMATION AVAILABLE**

1. Original Management Agreement with addendums/extensions
2. Current year operating budget ("FY23 TPFA Budget by function 5-26-22")
3. Audited Financial Statements (year-end) for FY 17 through FY22
4. Monthly Financials Statements for FY 20 through FY22

Please use the following Dropbox link to download the files:

<https://www.dropbox.com/sh/9e5ca0znjcq8syz/AADz41bBerR294Lx7seBjOg0a?dl=0>