

Request for Proposal Addendum #3

17-934

Professional Services for:
Arena District Master Plan
for Downtown Tulsa

NIGP Commodity Code(s):
918-92 – Urban Planning Consulting
906-64-Planning, Urban (Community, Regional, Area Wide, Etc.)
925-61-Land Development & Planning/Engineering

Addendum #1 published to schedule a second Pre-Proposal Conference Call. See page 12 for details. Deadline for submitting question has been changed. See page 15.

Addendum #2 published to notify interested parties of the published list of participants in the mandatory pre-proposal conference call. See list of participants on our website at

<https://www.cityoftulsa.org/government/departments/finance/selling-to-the-city/current-bid-opportunities/rfp-17-934-arena-district-master-plan/>

Addendum #3 published to provide answers to questions submitted. See Attachments named:

- *Arena District RFP QA*
- *Cox Business Center Final Report*
- *Downtown Housing and Project Report*

Submit proposals

(sealed) to:

Deputy City Clerk
City of Tulsa
175 E. 2ND Street, Suite 260
Tulsa, OK 74103



CITY OF
Tulsa
A New Kind of Energy.

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I. STATEMENT OF PURPOSE:

The City of Tulsa is seeking to develop a master plan for its downtown Arena District. A new round of public investment was funded in downtown for 2016, and it is imperative that the master plan provide actionable guidance on every project it touches, and a clear path forward in developing the district based upon its key assets; strengthening connectivity both within the district and to neighboring downtown districts; developing a greater sense of place through unique development and branding; and growth opportunities that complement greater downtown Tulsa's existing economy while serving the unique clients of the arena and convention center.

Through a robust public engagement process, the plan will address the following:

- Economic Analysis: the Arena District's economic environment, including existing market conditions for the district, and downtown more broadly; service gaps; and strategies for promoting ideal development within the District;
- Connecting the District: Planning for physical, visual, and thematic connections to other downtown districts and areas of activity;
- Land Use Planning: focused upon public spaces and facilities, alternate transportation systems, quality of life and place-making features, and environmental conditions; and
- Branding: Arena District branding, marketing, and wayfinding opportunities to strengthen the district's presence.

The City of Tulsa very much looks forward to receiving your proposal.

II. COMMUNITY CONTEXT:

Tulsa was built on a pioneering spirit of high expectations that led the city to greatness. We are renewing that spirit of high expectations in Tulsa today, and building a vibrant city that celebrates its unique character.

Tulsa's vibrancy and character are the result of organic growth fueled by our entrepreneurs, music lovers, artists, and philanthropists. Our downtown is being rebuilt by passionate Tulsans who have crafted a unique urban core of locally-owned businesses, restaurants, and entertainment venues.

Downtown's rebirth was sparked by the passage of Vision 2025 in 2003. The centerpiece of this public funding package was the 19,199 seat BOK Center, which is the hallmark of the Arena District. Nearly a decade after opening, the BOK Center – managed by SMG – continues to be one of the country's top destinations for live music and entertainment: it was named Arena of the Year by the International Entertainment Buyers Association (IEBA) in 2016, and currently ranked 13th busiest arena in the country for tickets sales. It continues to serve up the hottest entertainers and bands, NCAA regionals championships, and the Bassmaster Classic, putting Tulsa on the touring map and in competition for the country's best sports and entertainment.

In addition, Vision 2025 funded the construction of a new 30,000 square foot ballroom for the Cox Business & Convention Center, mirroring the iconic look of the Cesar Pelli-designed BOK Center and taking its place as the largest ballroom in the state.

These investments sparked a wave of downtown development that's showing no signs of slowing down. Since 2008, we've seen more than \$1 billion in public and private investment in downtown featuring expanded investment in mixed-use buildings, the adaptive reuse of historic buildings, beautiful streetscape, and award-winning green spaces. The vacancy rate for Class A office space is near a record low at 4.5%. Demand for urban living continues to grow, with waiting lists for downtown Tulsa's housing and new projects continually coming online. In the 100-room range, five new hotels have been built, two are under construction, and four additional are planned. Despite the added hotel rooms, the lack of a major convention hotel has been repeatedly cited as a reason Tulsa cannot attract certain conventions and will be a topic of great interest in the development of a master plan.

The number of downtown restaurants and bars has also jumped sharply in recent years. Downtown has seen a resurgence in its entertainment districts in the northern and eastern portions of downtown, and several – the Brady, Blue Dome, and East Village districts in particular – are seeing continued growth and are hubs of activity.

In 2016, Tulsans voted to double-down on the success of downtown Tulsa. An extension of Vision 2025 will invest more than \$800 million in public safety, public transit, and economic development projects. Vision Tulsa includes \$55 million for renovating the Cox Business & Convention Center, focused on replacing a dated arena with 63,000 additional square feet of exhibit space.

While these successes position the Arena District for future investment, it faces structural barriers that prevent it from realizing the organic growth of other downtown districts. The Page Belcher Federal Courthouse looms as a physical barrier between the BOK Center and the Cox Business & Convention Center. Public buildings – including a county courthouse and offices, and municipal courts buildings – limit connectivity and our ability to create a unique sense of place. Several blocks of office buildings without active ground floors isolate it from other core employment and entertainment districts. Because of this internal and external disconnectedness, the Arena District has struggled to build upon its core components, and to connect with other entertainment districts downtown. A central component of this Master Plan must be building greater internal and external connectivity, and long-term planning for the ideal use of these spaces in the future.

The Arena District has the opportunity to fit within the existing downtown ecosystem and leverage its existing assets to both meet the needs of convention and event attendees, and complement downtown Tulsa's existing resources without cannibalizing the success in other quarters. Identifying the Arena District's unique strengths, and how it can fulfill a missing piece of Tulsa's downtown landscape, will also be critical to this planning effort.

III. SCOPE OF WORK

The Respondent shall conduct a targeted planning process that mirrors the Small Area Plan process set forth by the Tulsa Comprehensive Plan and more fully described in "A Guide to Small Area Planning". The Arena District Master Plan (ADMP) Scope of Work shall include at a minimum:

1. Study Boundary. Consideration of the initial study boundaries for the plan; and make a determination of the relevancy of the existing Arena District boundaries and if Arena District boundaries should be modified.

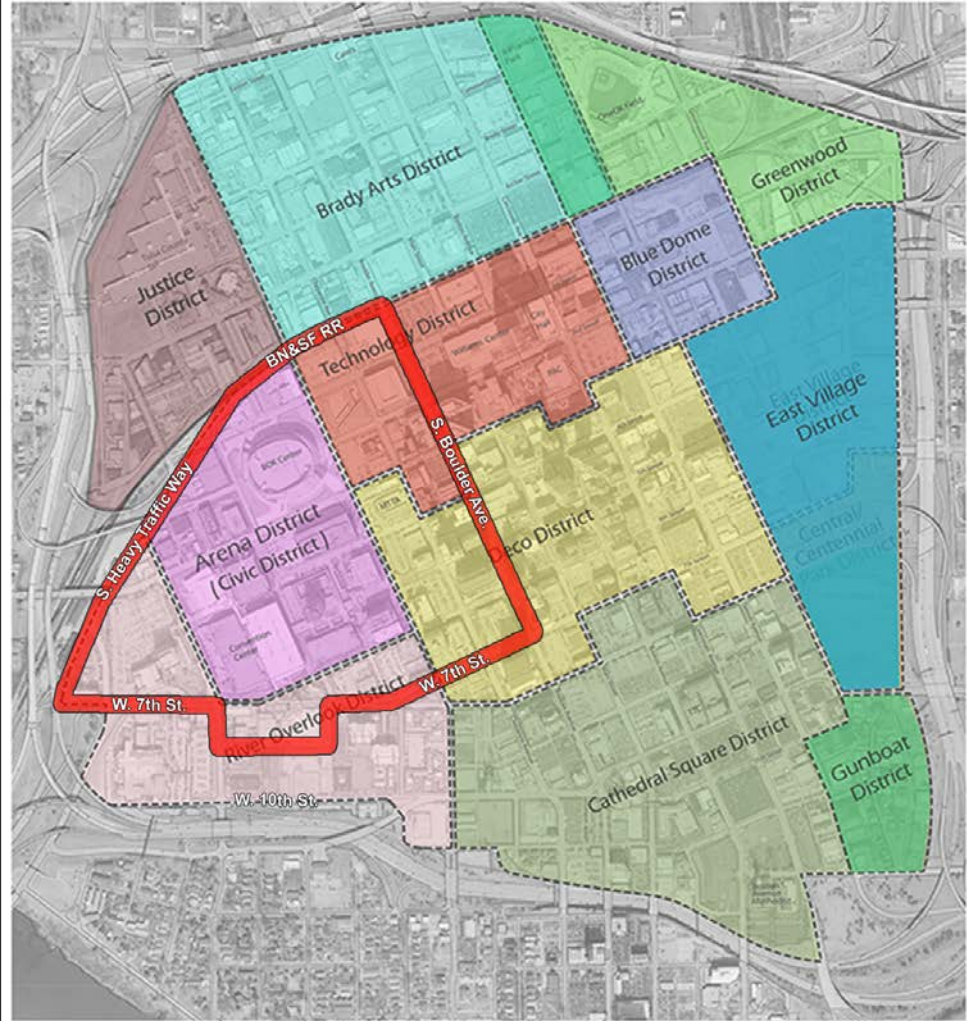


Figure 2 Southeast Elevation of Cox Business & Convention Center (Proposed)



Figure 1 Illustration of Improvements at east entry Cox Business & Convention Center (Proposed)

Arena District Master Plan Study Area



Arena District Master Plan Study Area Boundary 

District Boundary Map DOWNTOWN TULSA STREETSCAPE MASTER PLAN



ARENA DISTRICT MASTER PLAN STUDY AREA





2. **Existing Plans Context.** Review, evaluate and incorporate recommendations of the [Tulsa Comprehensive Plan](#) (PLANiTULSA), the [Downtown Area Master Plan](#), “Downtown Area Master Plan – Progress Report”, the [City of Tulsa Downtown Streetscape Master Plan](#), the City’s adopted [Complete Streets Procedural Manual](#), “Downtown Walkability Analysis” (currently awaiting final review and endorsement to be distributed once available), and other plans prepared for the Arena District and for the Cox Convention and Business Center.

3. **Community Engagement.** Based on the on the size and complexity of the study and study area, it is intended that the following techniques be used:

3.a. **Project Steering Committee (PSC).** A PSC of informed of stakeholders has been formed to help guide this planning process including City and County officials, the Tulsa Convention and Visitors Bureau, Cox Business Center and BOK Center management, Tulsa’s Downtown Coordinating Council, area business and property owners, and developers.

The PSC will represent the full range of interests and meet on a regular basis to critically review analysis and products at each step of plan formation and provide assistance as a sounding board for new ideas, to ensure that plan content reflects the values of stakeholders and the Tulsa community, and to serve as a creative force to develop innovative ideas for the Arena District area.

3.b. **Design Charrette/Workshop.** At least one design charrette or workshop will be held with the PSC to provide background information and situational context on buildings, land uses, landmarks, and historic elements present in the Arena District; and to discuss the hopes of the PSC for the district’s future growth.

- 3.c. Open house(s).** At least one open house meeting will be held to engage a broader group of interested citizens, and provide the opportunity for them to interact with members of the PSC, planners, and other stakeholders. This open house should be designed to both solicit ideas from the public, and to build excitement and secure their buy-in for the future implementation of the plan's recommendations
- 3.d. Vision Statement.** From these meetings with the PSC and public, a Vision Statement will be prepared that answers the question: "What do we want the Arena District to be in 10 to 20 years?" It will be a concise statement describing the area at a specific time in the future and should be organized into a set of guiding principles, values and goals used to measure implementation recommendations of the plan.
- 4. Inventory and Analysis.** This task provides technical analysis for the District Plan and shall address the following issues as they apply to the study area:
- 4.a. Economic Assessment.** The focus of the economic assessment should be an analysis of current and projected economic development within the Arena District, and downtown as a whole; identifying current gaps in development or services provided to residents and visitors; and outlining opportunities where planned growth in the Arena District can fill these gaps. Analysis should include at a minimum: the current supply and demand in both quantity and services for visitor lodging within the Arena District and downtown generally; supply and demand for entertainment venues, as identified in resident and visitor spending capacity and trends; and average daily spending for visitors in Tulsa. Provide comparative analysis for all of this data with Tulsa's competitive peer set (to be provided).
- 4.b. Land Use.** Identify the existing land uses, recent development trends and functional relationships in the Arena District. It should review and address the growth concepts in Our Vision for Tulsa contained in the land use designations of the Tulsa Comprehensive Plan. This land use should be compared to Tulsa's competitive peer set for their arena districts, with strengths, weaknesses, and opportunities identified in the plan's recommendations
- 4.c. Connections.** Gather and review issues of connectivity within the District, between other downtown districts, and to the Arkansas River and River Parks system including but not limited to:
- i. Transit routes and frequency of service, including planned Bus Rapid Transit and midtown circulator routes;
 - ii. Bike routes and dedicated lanes;
 - iii. Pedestrian corridors and connections, especially related to destinations;
 - iv. Planned transportation improvements, including planned Bus Rapid Transit and midtown circulator routes, the City of Tulsa's GO Plan focused on walkability and bike-ability, and scheduled road improvements; and
 - v. On-street and off-street parking capacity, especially for event,

lodging and entertainment areas.

5. Plan Recommendations.

The “Arena District Master Plan” (ADMP) shall address specific issues, goals, and strategies, and provide concise and specific steps to address and resolve identified needs, issues and problems according to the tasks set forth above. Recommendations for the District shall include: strategies for marketing and branding, and promoting ideal development within the District; proposals for physical, visual, and thematic connections within the District and to other downtown districts and areas of activity; public spaces and facilities, alternate transportation systems, quality of life and place-making features within the District; District branding, marketing, and wayfinding opportunities to strengthen the district’s presence; and an implementation program that includes the particular role, resources, investment and operational funds, and timeline for implementation of the Plan provided by the public sector, private sector and partnerships. It shall include an implementation/action program and matrix for recommended improvements, cost estimates and phasing within the District. The means of funding shall include but not be limited to VisionTulsa.

IV. TIME FRAME FOR COMPLETION OF MASTER PLAN:

The overall timeframe for the Arena District Master Plan study and preparations, and presentations, including to the Citizen Advisory Committee, the Downtown Coordinating Council, Tulsa Regional Chamber of Commerce, the Tulsa Metropolitan Area Planning Commission and the Tulsa City Council is to be completed in eight (8) months from the executed agreement of the planning study with the selected Respondent.

V. DELIVERABLES:

The products, reports, and plans to be delivered to the City will include hard copy of all of the following products and electronic copy of the following products:

- A.** Economic analysis/assessment of current market conditions and impact of proposed plan and projects on existing downtown businesses.
- B.** Land use plan and maps reflecting any proposed changes to existing land use designation, growth/stability designation or zoning designation including graphics and narrative describing and supporting each change.
- C.** Periodic progress reports – frequency to be determined.
- D.** Notes (and images as appropriate) from all meetings with steering committee, stakeholders, or general public.
- E.** Draft and final versions of plan document for review at established benchmarks.

VI. RESPONDENT AND PROPOSAL REQUIREMENTS:

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

- A.** One (1) unbound original and fifteen (15) Bound copies of the proposal plus one (1) electronic version on a CD-ROM or USB “thumb” drive. Hard-copy proposals are to be prepared in a bound 8-1/2 x 11 inch size submission. 11 x 17 inch drawings may be included and bound (folded) within the proposal as needed to clearly illustrate the submittal. All text to be of a clearly readable format, size 12 font or larger.
- B.** A description of the Respondent’s qualifications and experience and that of key personnel assigned to this project (and that of each Respondent proposed as part of the team). It is noted that equipment, material and staff shall be provided by the Respondent.
- C.** A description of previous projects that Respondent (and any others proposed as part of Respondent’s team) has conducted for organizations of similar size and complexity. Provide contact names and telephone numbers of references from these organizations.
- D.** Provide a project schedule, identifying beginning and ending dates of work, as well as project target dates. To ensure that this project is completed in a timely manner, the City requires that the selected Respondent perform steps concurrently to expedite results and recommendations, as feasible.
- E.** Provide a fee and reimbursable expense schedule outlining the services to be provided under each phase of work. An hourly rate schedule by personnel and reimbursable expenses, and the proposed number of hours budgeted for each member of the Respondent firm/team for each phase.
- F.** All addenda shall be submitted with the proposal.
- G.** Required affidavits and signature pages are found on pages 15-18, 21 of this document

VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL:

A. General Requirements

- 1. The proposal must be received by **5:00 p.m. on Wednesday, September 13, Central Daylight Time**. Please place proposals in a sealed envelope or box clearly labeled “**RFP 17-934, Arena District Master Plan**”.
Proposals received late will be returned unopened.
- 2. Proposals shall be delivered sealed to:

Deputy City Clerk
City of Tulsa

175 E. 2nd St.
Suite 260
Tulsa, OK 74103

3. All interested Respondents (Sellers) are required to register with the Buyer in order to receive updates, addenda or any additional information required. The City is not responsible for any failure to register. <https://www.cityoftulsa.org/government/departments/finance/setting-to-the-city/register-as-a-vendor/>
4. A mandatory Pre-Proposal Meeting Conference Call will be held **Thursday, 10:00 a.m. August 10, 2017 and again on Wednesday, 10:00 a.m. CDT August 16** to discuss the RFP and submission process. **You need only to participate in one of these calls to be considered eligible to offer a proposal.** Call-in phone number to be provided upon emailed request as it becomes available to:

Theron Warlick, AICP
Senior Planner
Planning & Development Department
twarlick@cityoftulsa.org

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 August 17, 2017:

Patricia Cummings, CPPB
Purchasing Services Coordinator
Finance Department
pcummings@cityoftulsa.org

Any questions regarding this RFP will be handled as promptly and as directly as possible. If a question requires only clarification of instructions or specifications, it will be handled via e-mail. If any question results in a substantive change or addition to the RFP, the change or addition will be forwarded to all Registered Respondents as quickly as possible by addendum.

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

1. The City of Tulsa notifies all possible Respondents that no person shall be excluded from participation in, denied any benefits of, or otherwise discriminated against in connection with the award and performance of any contract on the basis of race, religious creed, color, national origin,

ancestry, physical disability, sex, age, ethnicity, or on any other basis prohibited by law.

2. All Respondents shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination.
3. All Respondents shall comply with the Americans with Disabilities Act (ADA) and all proposals and a subsequent contract, if any, shall include the following statement:

“The Respondent shall take the necessary actions to ensure its facilities are in compliance with the requirements of the Americans with Disabilities Act. It is understood that the program of the Respondent is not a program or activity of the City of Tulsa. The Respondent agrees that its program or activity will comply with the requirements of the ADA. Any costs of such compliance will be the responsibility of the Respondent. Under no circumstances will the Respondent conduct any activity which it deems to not be in compliance with the ADA.”

4. The City of Tulsa also notifies all Respondents that the City has the right to modify the RFP and the requirements herein, to request modified proposals from Respondents, and to negotiate with the selected Respondent on price and other contract terms, as necessary to meet the City's Objectives.
5. Although it is the City's intent to choose only the most qualified Respondents, the City reserves the right to choose any number of qualified finalists for interview and/or for final selection. At the discretion of the City, one or more Respondents may be invited to be interviewed for purposes of clarification or discussion of the proposal.
6. This Request for Proposal does not commit the City of Tulsa to pay any costs incurred in the preparation of proposals, or in submission of a proposal, or the costs incurred in making necessary studies and designs for preparation thereof, or to contract for services or supplies necessary to respond. Any expenses incurred by the Respondent(s) in appearing for an interview or in any way in providing additional information as part of the response to this Request for Proposals are solely the responsibility of the Respondent. The City of Tulsa is not liable for any costs incurred by Respondents for any work performed by the Respondent prior to the approval of an executed contract by the City of Tulsa.

VIII. EVALUATION OF PROPOSALS:

A panel consisting of not less than three City of Tulsa employees and members of the Arena District Master Plan Overview Committee will evaluate proposals. Final selection shall be the sole determination of the City, and if a selection is made it

will be to the Respondent whose proposal is determined to be in the best interests of the City.

- A.** Respondent Interviews. The City reserves the right to invite some, or all Respondents to attend an interview or to make an oral presentation on their proposals, at the time and in the manner specified by the City. If interviews involving travel are required, the City of Tulsa is under no obligation to reimburse a consultant or consultants for these costs.
- B.** RFP Evaluation Criteria. Consultant selection will be made based on the results of the evaluation of the proposals and the Respondent interviews by the selection panel. Submitted proposals will be evaluated based on the following criteria. A maximum of 100 aggregate points is possible.
 - 1. **0-25 points.** Experience of the Consultant or Consultant team, including the relevant experience of the key individuals who will be assigned to this project, as indicated by prior successful completion of similar projects, including projects in communities with populations similar in size to Tulsa (est. population 390,000).
 - 2. **0-20 points.** Proposed project approach and methodology to meet the stated project objectives and an understanding of project objectives, project issues, and the proposed scope of services.
 - 3. **0-20 points.** Demonstrated ability to work effectively on a complex public project with the participation of multiple stakeholders and broad-based public input, and to bring such projects to successful completion within the constraints of time and budget.
 - 4. **0-20 points.** Respondent's proposed allocation of the project budget and total costs to deliver items specified in the scope of services.
 - 5. **0-15 points.** Respondents proposed schedule to complete the project within the preferred timeframe.

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

IX AWARD OF PROPOSALS:

Per Tulsa Revised Ordinances (TRO) Title 6, Chapter 4, in addition to Price, these factors may be considered in the evaluation and award of proposals:

- A.** The ability, capacity and skill of the Respondent to perform the contract or provide the service required,
- B.** Whether the Respondent can perform the contract or provide the service promptly or within the time specified, without delay or interference,
- C.** The character, integrity, reputation, judgment, experience and efficiency of the Respondent,

- D. The quality of performance by Respondent of previous contracts or services,
- E. The previous and existing compliance by the Respondent with laws and ordinances relating to the contract or service,
- F. The sufficiency of the financial resources and ability of the Respondent to perform the contract or provide the service,
- G. The quality, availability and adaptability of the Supplies, Services, and Information Technology Systems offered by Respondent to the particular use required,
- H. The ability of the Respondent to provide future support and service related to Respondent's Proposal,
- I. Where an earlier delivery date would be of great benefit to the Using Department, the date and terms of delivery may be considered in the Proposal,
- J. The degree to which the Proposal submitted is complete, clear, and addresses the requirements in the Proposal specifications,
- K. If a point system has been utilized in the Proposal specifications, the number of points earned by the Respondent.
- L. If an evaluation committee performs the evaluation, the recommendation of such committee.

X. TIME FRAME FOR PROPOSALS

- A. Issuance of Request for Proposal - July 27, 2017.
- B. Mandatory Pre-Proposal conference call - August 10, 2017
- C. Deadline for submitting questions August 21, 2017 at 8am CDT**
- D. Issuance of answers to questions published August 24, 2017
- E. Proposals submission deadline 5:00 p.m. CDT, September 13, 2017
- F. Interviews (if requested by City) will be held during September 20-22, 2017
- G. Notice of Award of Contract will be September 28, 2017

NOTE: This time frame and calendar dates are a general estimation and subject to change.

XI. MISCELLANEOUS

- A.** The City expects to enter into a written Agreement (the "Agreement") with the chosen Respondent that shall incorporate this RFP and your proposal. Further, Respondent will be bound to comply with the provisions set forth in this RFP. In addition to any terms and conditions included in this RFP, the City may include in the Agreement other terms and conditions as deemed necessary. Your response to this RFP and any subsequent correspondence related to this proposal process will be considered part of the Agreement, if one is awarded to you.
- B.** All data included in this RFP, as well as any attachments, are proprietary to the City of Tulsa.
- C.** The use of the City of Tulsa's name in any way as a potential customer is strictly prohibited except as authorized in writing by the City of Tulsa.
- D.** Your proposal must clearly indicate the name of the responding organization, including the Respondent's e-mail address and web site information, if applicable, as well as the name, address, telephone number and e-mail address of the organization's primary contact for this proposal. Your proposal must include the name, address, telephone number and e-mail address of the Respondent and/or team of Respondents assigned to the City account.
- E.** The City assumes no responsibility or liability for any costs you may incur in responding to this RFP, including attending meetings or contract negotiations.
- F.** The City is bound to comply with Oklahoma's Open Records Act, and information submitted with your proposal, with few exceptions, is a matter of public record. For specifics, see the provisions of the City of Tulsa Open Records Policy, available via the following link:

www.cityoftulsa.org/OurCity/documents/OpenRecordsActPolicy.pdf

The City shall not infringe upon any intellectual property right of any Respondent, but specifically reserves the right to use any concept or methods contained in the proposal. Any desired restrictions on the use of information contained in the proposal should be clearly stated. Responses containing your proprietary data shall be safeguarded with the same degree of protection as the City's own proprietary data. All such proprietary data contained in your proposal must be clearly identified. The City shall not be under any obligation to return any materials submitted in response to this RFP.

- G.** Cox Business and Convention Center - Design and Development Considerations

A separate consultant has been selected by the City of Tulsa to analyze and list previous lost business and current business that could outgrow the

Cox Business and Convention Center's current configuration. Information will include a listing and analysis of comparative markets in the Tulsa region, and existing or planned convention center facilities that will be made available once Center renovations are completed. Results will be used to determine the additional exhibit space, ballroom space and meeting space necessary to enhance the Cox Business and Convention Center's product, brand and competitive position. Study results are expected to be available at the end in July 2017 and will be available for the Arena District Master Plan study and issued via addendum.

NON-COLLUSION AFFIDAVIT

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

STATE OF _____)
)ss.
COUNTY OF _____)

I, _____, of lawful age, being first
duly sworn, state that:

(Seller's Authorized Agent)

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

By: _____
Signature
Title: _____

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

Notary Public

My Commission Expires: _____

Notary Commission Number: _____

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

INTEREST AFFIDAVIT

STATE OF _____)

) ss.

COUNTY OF _____)

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

By: _____
Signature

Title: _____

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

Notary Public

My Commission Expires: _____

Notary Commission Number: _____

County & State Where Notarized: _____

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

AFFIDAVIT OF CLAIMANT

STATE OF _____)
) ss.

COUNTY OF _____)

The undersigned person, of lawful age, being first duly sworn on oath, says that all invoices to be submitted pursuant to this agreement with the City of Tulsa will be true and correct. Affiant further states 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 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.

Company: _____

Remit to
Address: _____

City, State
Zip: _____

Phone: _____

Name(print): _____

Signature: _____

Title: _____

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

Notary Public

My commission expires: _____

My 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)

- () Sole Proprietorship
- () Partnership
- () Corporation
- () Limited Partnership
- () Limited Liability Company
- () Limited Liability Partnership
- () 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: _____

City of Tulsa General Contract Terms

It is anticipated that the City of Tulsa will enter into an Agreement (contract) with the selected Respondent per the Scope of Work, Deliverables and Fees. 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: _____