

Request for Proposal

17-721

Professional Services for
Retail Market Study and Strategy

NIGP Commodity Code(s):
918-76 Marketing Consulting

Submit proposals (sealed) to:

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



CITY OF
Tulsa
A New Kind of *Energy*™

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I. STATEMENT OF PURPOSE:

With this Request for Proposal (RFP), we are searching to secure professional services to develop an independent, city-wide, Retail Market Study with an accompanying, realistic Strategy (RMSS) to help the City of Tulsa ("City") understand and enrich the City's retail economic resources for decades to come.

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

II. INSTRUCTIONS FOR SUBMITTING A PROPOSAL:

A. General Requirements

1. The proposal must be received by **5:00 p.m. on Wednesday, October 25, 2017, Central Daylight Time, 2017**. Please place proposals in a sealed envelope or box clearly labeled "**RFP 17-721, Retail Market Study and Strategy**".
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/selling-to-the-city/register-as-a-vendor/>
4. Inquiries to the Buyer requesting clarification regarding the Request for Proposal or the content therein must be made via e-mail and must be received prior to the end of the business day on **Friday, September 29, 2017**.

Terry O. Thomas, Senior Buyer
tthomas@cityoftulsa.org

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

5. Respondents shall designate a contact person, with appropriate contact information, to address any questions concerning a proposal. The Respondents shall also state the name and title of individuals who will make final decisions regarding contractual commitments and have legal authority to execute the contract on the Respondent's behalf.
- B. General Notifications**
1. The City of Tulsa notifies all possible Respondents that no person shall be excluded from participation in, denied any benefits of, or otherwise discriminated against in connection with the award and performance of any contract on the basis of race, religious creed, color, national origin, ancestry, physical disability, sex, age, ethnicity, or on any other basis prohibited by law.

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

“The Respondent shall take the necessary actions to ensure its facilities are in compliance with the requirements of the Americans with Disabilities Act. It is understood that the program of the Respondent is not a program or activity of the City of Tulsa. The Respondent agrees that its program or activity will comply with the requirements of the ADA. Any costs of such compliance will be the responsibility of the Respondent. Under no circumstances will the Respondent conduct any activity which it deems to not be in compliance with the ADA.”
4. The City of Tulsa also notifies all Respondents that the City has the right to modify the RFP and the requirements herein, to request modified proposals from Respondents, and to negotiate with the selected Respondent on price and other contract terms, as necessary to meet the City’s Objectives.
5. Although it is the City’s intent to choose only the most qualified Respondents, the City reserves the right to choose any number of qualified finalists for interview and/or for final selection. At the discretion of the City, one or more Respondents may be invited to be interviewed for purposes of clarification or discussion of the proposal.
6. This Request for Proposal does not commit the City of Tulsa to pay any costs incurred in the preparation of proposals, or in submission of a proposal, or the costs incurred in making necessary studies and designs for preparation thereof, or to contract for services or supplies necessary to respond. Any expenses incurred by the Respondent(s) in appearing for an interview or in any way in providing additional information as part of the response to this Request for Proposals are solely the responsibility of the Respondent. The City of Tulsa is not liable for any costs incurred by Respondents for any work performed by the Respondent prior to the approval of an executed contract by the City of Tulsa.

III. COMMUNITY CONTEXT:

The City of Tulsa is the second largest city in the state of Oklahoma. It is steeped in rich history of legacies and legends. Tulsa has an experimental, pioneering spirit allowing it to endure failures as well as successes. Betting on an oil well that might run dry gave Tulsa a unique business character and an optimistic perspective. Tulsans celebrated oil booms and weathered busts as they planned how the City would attain greatness. Legends, oil barons, musicians, artists, philanthropists left an indelible mark on the city. They secured access to abundant drinking water lasting generations, and peppered the skyline with art deco towers, some of the most beautiful examples of art deco architecture to be found in the United States.

Buildings are just the exterior of a city with a huge heart. The greatness that the City of Tulsa’s founders envisioned and worked toward continues today. Through a 2005 capital investment known as Vision 2025, Tulsa saw the dawn of a dynamic transformation downtown, as well as new beginnings in other districts. The

completion of the 19,000-seat BOK Center made Tulsa a destination for the top entertainment acts, as well as major sport venues, such as the Bassmaster Classic. Tulsa's reputation as an entertainment, arts and music hub is growing.

The BOK Center was a bold beginning for an infusion of public and private investment resulting in attractive street-scaping, the award-winning open-space of Centennial Park and new connections to the 26-mile River Parks trail system. The Brady Arts District, Pearl District, and Blue Dome District are adding trendy shops and nighttime entertainment in Tulsa, drawing thousands from around the region. Tulsans further fueled the vision in 2016, passing nearly \$1 billion in public investment for improved public transit, streets, schools, public safety and economic development projects in a package known as Vision Tulsa. (Cityoftulsa.org/vision)

The Tulsa Performing Arts Center attracts the top Broadway musicals, as well as some of the top musical acts and national speakers annually. Local actors also find a stage at the Performance Art Center, where students and adults share their talent.

Oklahomans love their land, and Tulsans love their green spaces. It is evident in the popular use of Arkansas River trails that promote health and fitness; the Guthrie Green in downtown Tulsa's Brady District where Tulsans gather on the lawn to listen to music and play; the 100-acre, world class Gathering Place that will soon be Tulsa's own Central Park for all ages; and the hundreds of City and County-operated parks that unify neighbors and strengthen neighborhoods. Many of these projects have been facilitated by the second largest community foundation in the United States.

The City recently completed an update to their citywide comprehensive plan titled "PLANiTulsa" which was approved in 2010 and includes a chapter on Economic Development with associated recommendations.

The best attribute about Tulsa is its people. Tulsa is known as a friendly city that nurtures freedom of expression, supports personal and professional development to keep Tulsans on track for success, to follow their dream and to change the world. In Tulsa, a city full of passion and compassion, we have that ability.

A. Transformational Investments and Ongoing Efforts

- \$884.1 million renewal of the expiring Vision 2025 sales tax for economic development, education, health care, event facilities, capital improvements and community enrichment.
- Over \$842.2 million in downtown projects completed or started since 2009; \$98.5 million in residential alone!
- A \$60 million project constructed the ONEOK Double-A baseball field for the Tulsa Drillers in 2010. It is located near the Greenwood District, an area that has a historical significance and an ongoing, focused urgency and energy to reclaim the retail and commercial vibrancy from the past. Amazingly, since its opening day, the ONEOK field has generated over 300,000 fan attendances for eight straight seasons. This makes the facility the 5th highest attended out of the thirty, nationwide Double-A teams. It is considered a major contributor in the ongoing commercial, multi-family and retail investments in the neighboring Brady District, Greenwood District and East Village, and laying the foundation for future opportunities.

- \$25 million in state bonds were approved in June 2017 to construct the four-story Oklahoma Museum of Pop Culture. OKPOP is expected to open in the spring of 2020 in downtown Tulsa across from the famous Cain's Ballroom. This museum will show showcase actors, singers, artists, bands, and writers, among others, along with interactive exhibits, educational programming, archival and collection storage (Tulsa World, Jun 22, 2017).
- In 2016, GKFF and The University of Tulsa (TU) acquired The Bob Dylan Archive which comprises more than 6,000 items spanning nearly 60 years of Bob Dylan's unique artistry. Ultimately, a permanent exhibit space for The Archive will be designated near the Woody Guthrie Center in Tulsa's Arts District, which houses a museum dedicated to American folksinger and Oklahoma native Woody Guthrie. (<http://www.gkff.org/bobdylancenter/>)
- In 2017, the Hanson Brothers (Isaac, Taylor, Zac), Tulsa's iconic singing trio, celebrated its 25th year in the music industry. The group has produced eight top forty albums and sold over 16 million records worldwide. In 2014, they established the Hop Jam Beer and Music Festival which attracted artists and brewers from all over the world to one of the country's leading Craft Beer and Music Festivals with 40,000 in attendance. (<https://hanson.net/about>)
- Mayor G.T. Bynum has also set an aggressive course to fund 80 percent of the 37 economic development projects by 2022.
- Bus Rapid Transit routes beginning in 2019, places 22 percent of Tulsa residents within a 10 minute walk of 72,000 jobs.
- The \$32 million BOK Center, publicly funded by the original Vision 2025, spurred a rebirth in downtown. Opening in 2008, the center has anchored downtown and became the catalyst for nearly \$1 billion in new private and public investments. As a result, districts such as the Brady Arts District that now features the Woody Guthrie Museum have been redeveloped.
- A \$350 million investment in the 100 acre Gathering Place for Tulsa will be the largest private investment of park land in U.S. History.
- Investing \$10 million in education to attract and retain high quality teaching talent. Tulsa continues to be on the forefront of investing in early childhood education.
- Tulsa continues to support start-ups and job creation with incubators and entrepreneurial hubs.
- There has been \$145 million public investment in the Arkansas River and surrounding area over the past five years.
- USA BMX recently announced that they shall build their new headquarters and Olympic-grade, indoor training facility at the Evans-Fintube industrial site (located downtown, adjacent and northeast of the Inner Dispersal Loop). This was made possible through the Vision Tulsa initiative that included \$15.2 million for this purpose.

B. Existing Retail Resources

The City has an economic development staff to support site selection, recruitment, & retention.

C. Retail Incentive Policy and Tax Increment Financing Programs.

The Economic Development staff also manages the Retail Incentive Policy and Tax Increment Financing programs.

The City of Tulsa is a member of the International Council of Shopping Centers (ICSC). It is a premier global trade association of the shopping center industry. It's more than 55,000 members in over 90 countries including shopping center owners, developers, managers, marketing specialists, investors, retailers and brokers, as well as academic and public officials.

The Oklahoma Local Development Act (1992) allows local governments to establish Tax Increment Financing (TIF) districts. Before a district can be established, a review committee consisting of representatives from each affected taxing entity and at-large public members must make a recommendation of the TIF plan. Once the committee reviews the plan, it's passed on to the City Council for a vote. The City may collect increment from ad valorem taxes, sales taxes and other local taxes. Tulsa currently has five TIF districts: Brady Village, North Peoria Avenue, Tulsa Hills, Santa Fe, and Tulsa Airport.

D. Economic Conditions*

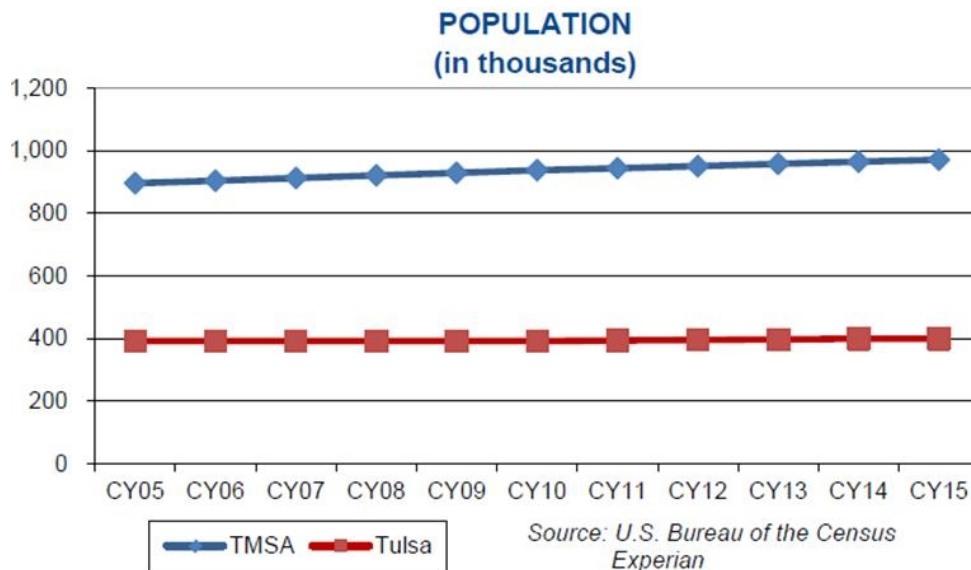
All labor figures have now regained losses sustained in the previous recession, and are currently at historic highs. The area labor force gained 28,400 new participants in 2015.

After five years of growth, retail sales in the Tulsa Metropolitan Statistical Area (TMSA) remained essentially flat in CY15 (calendar year 2015).

* Derived from City of Tulsa 2016-2017 Budget

E. Population*

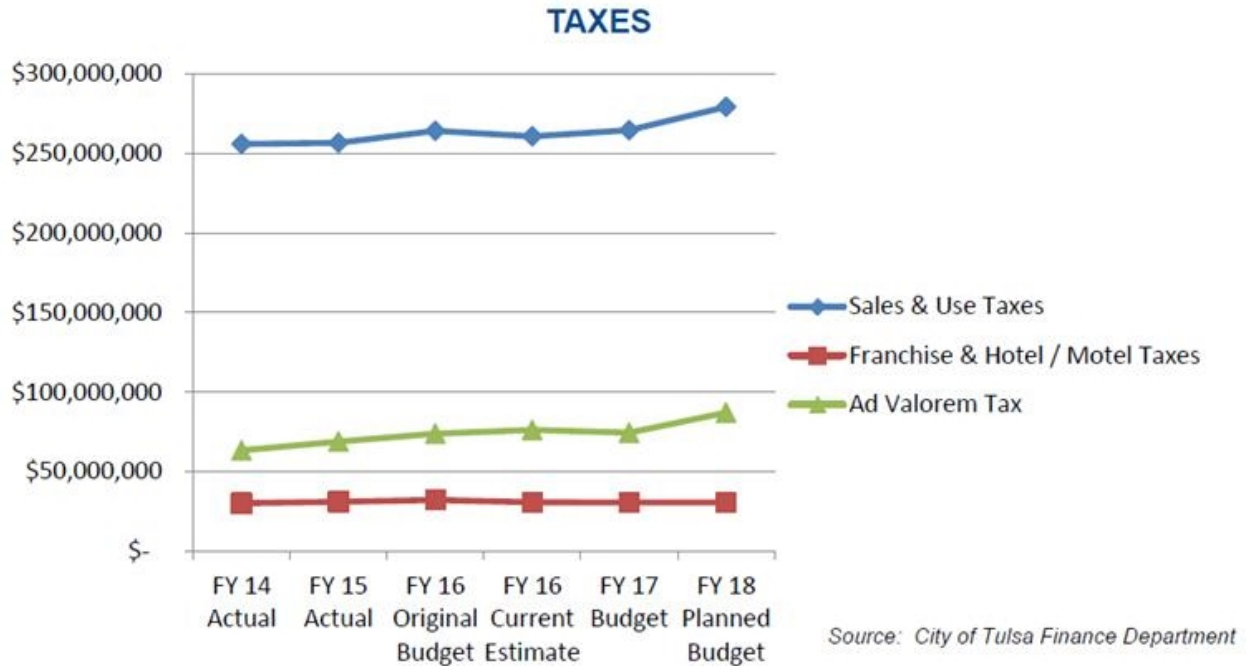
The TMSA population grew 0.7 percent in 2015 to 971,000, up from 964,300 in 2014. At the same time, the City of Tulsa's population grew by 0.1 percent to total 399,200.



F. Sales Tax Revenues

The largest single source of revenue for the City is sales tax. It accounts for 33 percent of the FY17 (fiscal year 2017 – July through June) resources. In 2016, the Oklahoma State Tax Commission sales tax retention rate decreased from 1 to 0.5 percent of the amount on goods and services which are subject to this tax under State Statutes. The General Fund receives 2 cents of the City's sales tax rate for operations and with the remainder placed in capital funds. Sales tax receipts of \$241,564,000 are projected in FY17, a 2 percent increase from the FY16 estimate. Also, voters authorized an additional 0.55 percent sales tax for Public Safety, Streets and Transportation, and Economic Development projects which will begin in January, 2017.

* Derived from City of Tulsa 2016-2017 Budget



G. Retail observations and opinions

As noted in the May 2017 issue of national Real Estate Forum magazine, which details their annual perspective on the retail sector, “The retail real estate sector has faced a considerable number of challenges since the recession and the rise of online purchasing.” Some other observations from retail experts in the issue include:

- “Everyone seems to be downsizing, and the larger-format big boxes are either closing up shop or trying to find ways to get rid of space.”
- “...we are starting to see more of a shake-up than ever before....there is concern and uncertainty for them (large owners and national tenants) with the amount of big and small retailers filing for bankruptcy and closing their doors.”
- “Simply stated, some retail is broken, and it is broken for a reason. Those assets will need to be scrutinized in a much different way from not only a tenant-mix or repositioning perspective, but one step beyond that into an adaptive-reuse scenario.”

- “All retail types are not equal...it’s important to segment out mall, power and grocery-anchored shopping centers. Grocery-anchored centers...continue to have strong fundamental and strong operating results.”
- “E-commerce is forcing developers and retailers to focus on the irreplaceable strength of brick-and-mortar real estate: human connection.”
- “...many retail owners are working to reposition or develop centers into destination-driven environments that are comfortable and conducive to shopping, yet deliver the ultimate experience to guests....where people can eat, shop and socialize all in one place.”
- “People want to see what they are buying, they want to socialize with friends and family, and they want places where they can create lasting experiences.”
- “Millennial demographic...has overtaken the Baby Boomers as the largest living generation in America.”
- “Over the past two years, we have transformed our portfolio to match the ever-changing demographics in this country. We are seeing a true shift in population and jobs in the past decade and we want to be where the jobs are.”
- “We view groceries and restaurants as “foot traffic” drivers for our centers.”
- “We like to buy and renovate old centers....let’s say an empty box, a closed 100,000-foot Kmart, and subdivide it into three or four smaller users.”
- “...enough already about e-commerce...Nobody has ever sold groceries on the Internet and done anything but lose their shirt,”

The above, timely excerpts appear to be examples of the evolving, national view of the retail sector. We would like to understand these dramatic changes.

IV. **PROPOSAL DELIVERABLES AND REQUIREMENTS:**

In order to facilitate the analysis of responses to this RFP, Sellers are required to prepare their proposals in accordance with the instructions outlined in this section. Respondents whose proposals deviate from these instructions may be considered nonresponsive and may be disqualified at the discretion of the City of Tulsa.

- A. One (1) unbound original (clearly marked as original) and fifteen (15) Bound copies of the proposal plus one (1) electronic version on a 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 is to be of a clearly readable format, size 12 font or larger.
- B. Proposals shall be prepared as simply as possible and provide a straight forward, concise description of the Respondent’s capabilities to satisfy the requirements of the RFP. Expensive bindings, color displays, promotional

materials, etc., are not necessary or desired. Emphasis shall be concentrated on accuracy, completeness, and clarity of their proposal and capabilities.

C. Proposals shall address the following Project Objectives

1. Provide a Market Study. Review the City's retail industry and economic conditions that effect retail revenue, and how these conditions are currently influencing Tulsa's market. Relatedly, an economist-scrutiny and perspective will be included that shall reveal the prognosis of the Tulsa retail market, if left as is. This review should include an assessment of key, local economic factors such as (or similar terms): GDP growth; Employment Growth; Population Growth; Inflation; Interest Rates, and display a Retail Market Cycle forecast for Tulsa.

2. Assess existing retail districts, including all the sectors (i.e. General retail; Malls; Power Centers; Shopping Centers; Specialty Centers) for growth or necessity for evolving each sector's product or footprint based on expected population depletion/growth/aging needs. Indicate whether these sectors are in a peaking/falling/rising/bottoming market.

3. Review the emergence of the Small Box Retail Stores. These stores (i.e. Family Dollar, Dollar General, Dollar Tree), appear to be proliferating all over the Tulsa MSA, and especially in food desert communities. We want to understand the demand for such stores and the pros and cons. Recently in Tulsa, there has been evidence of community concerns. Do these stores serve an interim need for communities? Do nationally franchised stores have negative connotations in impoverished communities?

4. Investigate the "Cash Economy." There is much discussion and scholarly evidence that many traditional market and retail analyses do not fully capture the retail cash buying power and economic wealth potential of impoverished neighborhoods. In your proposal, explain how your firm can provide an accurate portrayal of this fact in these impoverished neighborhoods by examining data associated with: misunderstood neighborhood markets; hidden aggregate incomes; true home values; and accessibility to financial service providers and grocers.

5. Forecast for growth for the market segments of: retail; dining/entertainment; personal and professional services; and corporate/professional office. Quantify future demand for the market segments listed above over a defined time horizon (five to ten years) in terms of nonresidential square footage.

6. Develop a market-based development Strategy founded on the generated Market Study. This Strategy needs to be a focused set of market-driven recommendations for retaining, expanding, and recruiting desired businesses, as well as attracting commercial, residential, and mixed use development,

D. Proposals shall be divided into six (6) sections. Each section shall be organized, tabbed and labeled as shown below. Each page shall be numbered on the bottom right hand corner. The proposal shall be organized as follows:

1. Tab 1.0 (1-2 pages) – Respondent shall provide a Cover Letter on corporate letterhead, signed by an authorized representative of the

company. Respondent's name, address, and signature shall be clear and legible. Respondent shall also provide an Executive Summary which will be limited to a brief narrative highlighting the Respondent's proposal. The Executive Summary should not include cost quotations.

2. Tab 2.0 (2-3 pages) - Respondent shall provide information about their company so the City of Tulsa can evaluate the Respondent's stability and ability to support the commitments set forth in the RFP. This information shall also include the individuals assigned to perform the Services. The City of Tulsa, at its option, may require a Respondent to provide additional documentation and/or clarify requested information.

- Brief description of the company including past history, present status, future plans, etc. Company size and organization.
- Location and description of company office designated to perform services requested in the RFP.
- Indicate the number of people located within the office that will be assigned to this contract and the organization of the office.
- Provide the name of the principal or project manager in your firm who will have direct and continued responsibility for the services provided to the City. This person will serve as the firm's first point-of-contact on all matters dealing with services and the handling of day-to-day activities through the duration of the project.
- Describe the professional experience of each individual proposed to be assigned to this project and provide a detailed listing of similar projects they have worked on for other clients.

3. Tab 3.0 (1-5 pages) – Respondent shall provide a Project Plan for project management to description by task. The plan must detail the firm's services to be performed and a schedule or timeline for completing the project, including the five annual project evaluations, as City budget allows. This plan shall include milestones based on Scope of Work.

4. Tab 4.0 (1-3 pages) – Describe informational tools and resources that may be used for this project, such as marketing / analysis software and database services

5. Tab 5.0 (1-5 pages) – Provide applicable sample copies of marketing materials and detailed strategies and results previously prepared and implemented by the Respondent or under the Respondent's direction, preferably with comparable communities with associated references and reliable contact information. Demonstrate your understanding of our project. Identify obstacles that prevent growth of tax revenue in comparably sized cities. explain how you are uniquely equipped to realistically accomplish our goals. Explain how your approach has the highest chance for success for the City

6. Tab 6.0 – Submittal Forms (4-6 pages) Required Affidavits / Information including financial proposal.

All offers and other work products, including graphics, submitted in response to this Solicitation shall become the property of the City of Tulsa.

V. SCOPE OF WORK:

- A. Market Study** – Your analysis must be candid and comprehensive in description from symptom to cause. Include the following, at a minimum, in your Market Study:
1. Influences of the 2007 Recession on Tulsa’s retail market and where we are now
 2. Overview of community, competitive regional economy and market to provide a context for the City of Tulsa’s market study and strategy
 3. Retail leakage and surplus
 4. Competition (local/regional/inter-state/online)
 5. Cannibalization
 6. Trade area analysis
 7. Consumer profile information (aging demographics, psychographics, buying habits, etc.)
 8. Resident access to services (include senior related), retail, healthcare and other amenities
 9. Catalogue available properties & opportunities for existing retail developments
 10. A description of existing market conditions to address relevant issues such as the quantified amount of businesses, vacancy space/units, product pricing, and similar characteristics. In particular, this section should identify key deterrents and existing local economic conditions that prevent investment in the City of Tulsa
 11. Address whether a resident survey could provide crucial data in retail choices
 12. General conclusions highlighting the most significant findings and projections of the analysis as a bridge to the resulting market-based strategy
 13. Positive attributes that Tulsa has that Oklahoma City does not
- B. Market-Based Strategy** – Be realistic. What has worked elsewhere? How can it work here?
1. Seller will be required to create a Tulsa-specific profile for the determination of what types of retailers would be successful in various areas/districts across the City, then provide recommendations of who would be the best fit and which of those retailers are currently looking at new markets, such as the City of Tulsa, for expansion and why. This will occur after analyzing and reviewing the City’s current retail districts and areas.
 2. Seller shall also address other potential locations that may be apparent for new markets, such as municipal, perimeter development. The City is your canvas and we can do some dramatic things if the strategy makes sense.
 3. Seller shall address the possibilities of destination developments that can capitalize on world-class or notable museums patronage such as

the Gilcrease Museum. (i.e. large indoor water park ala Great Wolf Lodge, Camelback Lodge, other high-trafficked venues).

4. Seller shall provide a customized, retail recruitment strategic plan including targets, timelines and goals, for both 1-year and 5-year time periods. This plan shall include recommended interventions for each district/area of focus in the form of financial incentives, special zoning districts, and public improvements (parking, lighting, sidewalks, etc.) to promote business/commercial development. We don't want to know just where stores could go...we also want to know WHY they aren't coming.

5. Where appropriate, Seller will ensure that this strategy recommends a path of evolution from existing retail into other uses. This is to address whether or not specific conditions exist among these locations (i.e., poor access, obsolescence) that other uses may thrive instead to assist in the economic health of the City.

6. Seller shall conduct a mid-course strategy session at some point during the course of their findings with the City project team and with City-invited retail brokers and developers to discuss initial perspectives and establish geographic priorities (new/existing/infill/ revitalization).

7. Seller shall provide a suggested tracking tool or application to be utilized by City staff to track the completion and success of the strategy.

8. Seller shall address in the strategy any impediments or obstacles that may require regulatory, ordinance, or statutory remedies that may not be in effect.

9. Seller shall provide an analysis on the emergence of the Small Box Retail Stores. Specifically, address the any role that these stores are playing in supplying food needs of impoverished communities and how they may or may not be preventing the presence of larger, big-box grocers.

10. Seller shall provide an analysis of the hidden "cash economy" in impoverished neighborhoods not captured in reported sales tax.

11. As City funding allows, Seller shall provide five (5) subsequent, Annual Strategy Updates. These presentations serve as a follow-up to this strategy prior to initiation of City budget deliberations, with time and venue as directed by the Economic and Development Department.

C. Additive Alternatives

The following additive alternatives are an integral part of this proposal, and to be responsive, the bidder shall quote for the base bid and also for the following listed additive alternatives:

1. Seller is able to provide an additive option to develop a database or other software-driven application to provide the City with current information to create customized marketing packets for retail recruitment. An option would be that the Seller, themselves, to create these packets for the City. The City shall retain access to the database at all times and information shall be updated on a consistent basis, e.g., monthly.

2. Seller shall provide training on its software system for the City to utilize. Explain how this training is provided (on-site, web-based, duration, how often) and any cost to provide the training.

3. Seller shall provide an additive option to support recruitment by the City and assist with the actual recruitment of potential retail companies by making connections, recommending methods of contact, assisting with prospect calls, representing City of Tulsa at ICSC regional and national conferences, etc. Include examples of recruitment support with your proposal submittal, and how you charge for these services.

D. Site Visits to Tulsa

It is anticipated that the Seller will need to perform a portion of the Scope of Work on-site in Tulsa. Seller shall factor any costs associated with an expected number of on-site visits into the all-inclusive firm fixed price submitted in their proposal. Similarly these costs shall also be included in pricing for the five, subsequent Annual Strategy Updates, if City budgeting allows.

VI. PROJECT DELIVERABLES:

A. Retail Market Study and Strategy

1. Specific recommendations for the identified key areas/districts and customized recruitment strategy which meet expectations of the Scope of Work.
2. Targets, timelines and goals, for both 1-year incremental and 5-year period.
3. Five additional, Annual Strategy Updates (as City budget allows).

B. Any additional optional contract period(s) will include, if approved by the City, the:

1. Database creation
2. Software training
3. Recruitment support

VII. TIME FRAME FOR EXECUTION OF AGREEMENT:

The City anticipates the Agreement to begin in **January 2018**. The Seller shall complete the tasks outlined in the Scope of Work and present its findings in a written report to the City no later than ninety days later, unless otherwise approved by the City.

VIII. EVALUATION OF PROPOSALS:

- A.** Proposals will be evaluated individually by a proposal evaluation team (hereinafter referred to as "Team") comprised of individuals determined by the Chief of Economic Development, with approval by the Mayor, using the Proposal Evaluation Criteria as discussed below. The Team can be apprised of City staff, private business representatives, other government institutional leaders, and other organization leaders that have Tulsa's future success first and foremost.
- B.** Team members will evaluate each proposal based on their experience and judgment of how well the proposal addresses the City's requirements. Each prospective company is assured that any proposal submitted will be evaluated independently using the best available information and without any forgone conclusions.

- C. Consideration will also be given to written clarification provided during the evaluation process and input from staff or other persons judged to have useful expertise that should be considered in a responsible, fair assessment of the relative merits of each proposal.
- D. The Team may arrange demonstrations and/or conference calls with representatives of the companies whose proposals are deemed to be within the "competitive range". The competitive range is those presentations that are deemed very strong and promising in meeting the project's intent. The purpose of the contact shall be the clarification of any aspect of the proposal that is deemed to have a material bearing on arriving at a fair determination of which proposal offers the best overall value.
- E. If presentations and/or conference calls have been conducted, representatives for each proposal deemed to be within the competitive range will be given a written clarification of any aspect of the solicitation that was requested by one or more evaluators. Clarifications may also be issued if an evaluation team member regards such as being necessary to make a fair and reasonable determination of the proposal to accept. In addition, each Respondent deemed to be within the competitive range may be invited to submit a "best and final offer" if such seems appropriate under the clarifications issued to the provisions and specifications of this solicitation. Please note that guidance would also permit procurement participants to determine that only one proposal is within the "competitive range." If such were to be determined, the Team would then enter into negotiations with the Respondent offering the greatest value proposal in efforts to arrive at a purchase price that is deemed fair and reasonable based on price or cost analysis.
- F. Respondents submission of a proposal constitutes its acceptance of this evaluation technique and its recognition and acceptance that subjective judgments will be used by the evaluators in the evaluation.
- G. Any award(s) made by the City is subject to prior approval by the City Council
- H. Evaluation Points:
 1. **0-20 points.** - Experience of the Seller or Seller's 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 Work.
 3. **0-20 points.** – Demonstrated ability to understand economic realities related to retail sales.
 4. **0-20 points.** – Completeness of Proposal
 5. **0-20 points.** – Financial Proposal

IX. AWARD OF PROPOSAL:

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

- 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.
- M.** Additional information and considerations for selection include:
 - 1. Relevant experience of key personnel, included assigned Project Manager with experience on similar projects;
 - 2. Feedback from references, contact numbers, including performance on other city projects;
 - 3. Knowledge, experience and demonstrated success with providing similar services in comparably-sized economies;
 - 4. If the evaluation team determines that all the proposals received shall be rejected, the Respondents shall be notified by the City.
 - 5. Award shall be made to the Respondent submitting the most responsive proposal which offers the greatest analysis and perceived value to the City with regard to the criteria detailed and the specifications set forth herein;
 - 6. The City reserves the right to accept or reject any or all proposals; to resolicit the proposal; to award proposals item-by-item, by groups or lump sum; and to waive technicalities and formalities where it is deemed advisable in protection of the best interests of the City;
 - 7. Total response to Scope of Work proposed;
 - 8. Demonstrated understanding of the project and current economic realities;

9. Proposed timeline and plan of Services;
10. Responses to overall proposal and compliance with submission guidelines;
11. Proposed presentation (completeness, organization, etc.);
12. The City of Tulsa reserves the right to use both primary and secondary Sellers or to otherwise use multiple sources to protect the City's overall interests;
13. The Seller must not have any unresolved performance issues with the City of Tulsa. The Seller's performance as a prime Seller or Sub-contractor in previous City agreements shall be taken into account when evaluating the Seller's submittal for this Request for Proposal. The City may survey other local agencies during the proposal evaluation period to make sure the Seller does not have any unresolved or unsatisfactory performance issues.

X. PROPOSAL SELECTION SCHEDULE:

Interviews (if requested by City)	November 29, 2017
Notice of Award	December 1, 2017
Agreement Executed	January 3, 2018
Retail Study and Strategy Submitted to City	April 6, 2018

NOTE: Calendar dates are a general estimation and subject to change.

XI. MISCELLANEOUS:

- A. Within approximately **30 days** of selection, 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.

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XII. EXHIBIT A - PROPOSAL PRICING SUBMITTAL FORM

1.0 The Seller shall, at its sole cost and expense, provide, perform and complete in the manner described and specified in this Request for Proposal all necessary labor, services, transportation, equipment, materials, apparatus, information, data, freight and other items necessary to accomplish the Project as defined below, in accordance with the Scope of Services as described in this Request for Proposal. The Services will also include procuring and furnishing all approvals and authorizations, permits, and certificates and policies of insurance necessary to complete the Project.

2.0 Seller shall provide all-inclusive firm fixed pricing as requested below. The prices shall include insurance, labor, administrative costs, office and warehouse costs, equipment, software and all other expenses necessary to complete the referenced project according to "normal" industry standards per the specifications, exclusive of all taxes.

<u>Description</u>	<u>All-inclusive firm fixed price</u>
Retail Market Study and Strategy, including development of City-specific profile and customized recruitment strategy, that Includes five, follow-up, subsequent annual evaluations.	\$ _____
Recruitment Database Development and Training	\$ _____
Annual Strategy Updates (up to five (5) as City budget allows).	\$ _____

3.0 Seller shall also be available to provide task/project pricing for creation of marketing packets and recruitment support.

Description / job classification	All-inclusive firm fixed hourly rate
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

ATTACHMENT A

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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: _____

GENERAL COMPANY INFORMATION FORM

Company Name _____

General Description of the Company _____

Number of years in business with this specific company name _____

Personnel

Name / title / Experience / contact info of person(s) overseeing the City project:

Name	Title	Years of Experience w/ similar projects
------	-------	--

1. _____

Office # _____ Cell _____

email _____

2. _____

Office # _____ Cell _____

email _____

3. _____

Office # _____ Cell _____

email _____

4. _____

Office # _____ Cell _____

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: _____

REFERENCES

List three (3) customers who are current or have been served by the submitting company within the last three (3) years with projects of similar scopes. Please verify that their contact information is accurate and up to date.

Reference #1 – Name

Address:

Contact Person & Phone

Date / Project Name / Description

Contract Value:

Reference #2 – Name

Address:

Contact Person & Phone

Date / Project Name / Description

Contract Value:

Reference #1 – Name

Address:

Contact Person & Phone

Date / Project Name / Description

Contract Value:
