

# Request for Proposal

24-327

**Professional Services for:** Route 66 Roadside Attraction

**Department:** Department of City Experience

**NIGP Commodity Code(s):** 912-31, 961-04, 962-07

## RFP Schedule

EVENT	DATE
RFP Issue Date	04/02/2024
Pre-Proposal Virtual Conference <b>MANDATORY during at least one Pre-Proposal Conference</b>	04/15/2024 3:00 PM CDT 04/18/2024 9:00 AM CDT
Deadline for Questions <i>Submit to assigned buyer via email.</i>	04/22/2024 <i>10 Days prior to RFP due date</i>
Proposal Due Date <i>Mail or deliver to City Clerk address. Proposals are open the day after the due date.</i>	05/15/2024

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

Angie Tune, Senior Buyer | [atune@cityoftulsa.org](mailto:atune@cityoftulsa.org)

*All questions should be emailed with the **RFP 24-327** number in the subject line.*

**Submit proposals (sealed) to:**

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



**I. OVERVIEW AND GOALS:**

With this Request for Proposal (RFP), the City is soliciting proposals to secure professional services for the design and installation of a Route 66 Roadside Attraction placemaking piece of artwork at 815 South Riverside Drive, Tulsa, OK 74127.

This RFP's intent is to allow artists ample space for thoughtful, detailed conceptual design, constrained only by the Scope of Work and a 21-foot height limit. Twenty-one feet is the height of 11th Street's Buck Atom statue and is considered a comparable peer in scale and style. Materials may range widely. Because this piece is envisioned as a placemaking initiative, Proposers will strongly consider audience engagement and interactive elements.

The original artwork will be appropriate for outdoor installation, capable of withstanding all weather conditions, as well as interactions (climbing, etc.) expected with a Roadside Attraction. Though graffiti is inevitable for artwork in an urban environment, Proposers should anticipate and mitigate this defacement via graffiti-resistant materials whenever possible. Submissions should also consider ease of maintenance for City of Tulsa crews. Proposals should not include water or mechanized elements for this reason. However, non-mechanized movement is considered interactive and appropriate for this project's theme and intent. Illumination is also encouraged to ensure the visibility of the work.

Artists are expected to work with an engineer upon award of this project to ensure the feasibility of final design, supported by the total award amount of \$250,000. Though conceptual, designs should demonstrate a strong understanding of feasibility, identify potential barriers, and include a proposed construction timeline. Nonetheless, artists are not expected to complete engineering, geotechnical, or surveying work as part of their proposals. Instead, following selection, the chosen artist will finalize design with an engineer to ensure appropriate wind and weight loads. The City of Tulsa will support these costs of engineering consultation, as well as foundation design and construction, from the overall project budget.

We enthusiastically look forward to receiving Your proposal.

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## II. BACKGROUND:

Located near downtown, at the convergence of Route 66 and the Arkansas River, Tulsa's pride as the Capital of Route 66 is embedded in this site. The city's Mother Road homage is enshrined in the adjacent Cyrus Avery Plaza, dedicated in 2008 to portray how Route 66 galvanized growth in Tulsa and complemented the city's ascendancy as the Oil Capital of the World. This area features over 4 million dollars in capital investments, including the plaza, a pedestrian bridge with a neon Route 66 sign, flags for each state the road traverses, and a large bronze statue of a Model T car crossing paths with a horse-drawn buggy. Created by noted Western artist Robert Summers, this sculpture depicts Cyrus Avery's family at a juncture of new and old, showing how evolving travel modes would expand economic and personal mobility alike. This plaza is a frequently visited attraction for Route 66 enthusiasts, in tandem with a nearby neon sign park featuring replica mid-century signage from former Tulsa auto motels.

Today, the site is also the centerpiece of an internationally recognized bike race, Tulsa Tough. Every June, professional cyclists summit the legendarily steep Cry Baby Hill, engulfed by crowds of enthusiastic spectators, often in triple-digit heat. Beloved by locals, the race is also widely-considered a favorite among competitive cyclists due to Tulsa's embrace of this event.



*Cycling celebration at Cry Baby Hill*

In September 2024, the section of the Arkansas River next to this site will open to the public as a recreational lake. Known as Zink Lake, this body of water will be a marquee attraction – even featuring a 1,000-foot whitewater flume for skilled kayakers. Zink Lake is part of Tulsa's River Parks system and will be integrated with 26 miles of recreational trails, a new pedestrian bridge, and The Gathering Place, a 66.5-acre public park voted USA Today's Best City Park in 2021. Accessible via this trail system, The Gathering Place is located only 2 miles south of Cyrus Avery Plaza. River Parks also hosts many of Tulsa's most notable events, including Tulsa Tough, the Route 66 Marathon, the Tulsa Run, Oktoberfest, and an annual 4th of July fireworks celebration.

The Roadside Attraction will complement a planned development on this site, selected concurrently through a parallel Request for Proposals (RFP) process. While the development may include the entire large hillside and parking area between Cyrus Avery Plaza and Lawton Avenue shown on the location map (Attachment A), the Roadside Attraction site will remain distinct, buffered, and independent of the development. Acquired by the City in 2004, this property was long imagined as a Route 66 interpretative center. After extensive consideration of that vision's financial sustainability, as well as the emergence of interactive technologies, the City is now proposing a curated, largely digital Route 66 storytelling experience. An additional, corresponding RFP will select a team that creates interactive augmented reality installations at this site and along the entire Route 66 corridor.

This Roadside Attraction is one piece of a comprehensive reimagining of the site that includes a commercial development, an all-outdoor digital museum, and new landscaping connecting the hillside to the waterfront and plaza.



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**III. TIMELINE:**

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

Two Pre-Proposal Conferences will be held. Attendance is mandatory to at least one Pre-Proposal Conference by an artist or a designee.

Microsoft Teams meeting invites will be emailed 04/12/2024 and 04/15/2024.

**Please request an invitation or accommodation by contacting the Project Buyer, Angie Tune, atune@cityoftulsa.org**

<b>EVENT</b>	<b>DATE</b>
RFP Issue Date	04/02/2024
Pre-Proposal Conference 1	04/15/2024 3:00 PM CDT
Pre-Proposal Conference 2	04/18/2024 9:00 AM CDT
Deadline for Questions	05/06/2024
<b>PROPOSAL DUE DATE</b>	05/15/2024
Begin proposal evaluations	05/17/2024
Interviews with Respondents (as needed)	05/28/2024
Negotiations with apparent successful Respondent begin (anticipated)	06/20/2024
Execute contract (anticipated)	07/10/2024
Begin service delivery (anticipated)	To be determined by artist(s)

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**SCOPE OF WORK:**

The preferred site (815 South Riverside Drive, Tulsa, OK 74127) for the Roadside Attraction will be near an existing landscaped island at the entrance to an existing parking lot west of Lawton Avenue, near the top of the hill shown in Topography Map (Attachment B). This site is also informed by locations of utilities and easements as indicated in a boundary survey (Attachment C) prepared February 22, 2024. The preferred site is approximately 1,000 square feet. Other locations on or around the approximately two-acre property encompassing the site may also be considered; however, the goal is to emphasize visibility of the Roadside Attraction from surrounding roads, including Riverside Drive and Route 66.

The Roadside Attraction is envisioned as an engaging, lasting, and humorous piece of art, perched atop a site with significant local lore. This artwork will greet visitors to Cyrus Avery Plaza and Cry Baby Hill, while also creating a new placemaking feature near the River Parks system. The aim is to create an iconic Tulsa and Route 66 destination, joining our region’s constellation of roadside attractions, including The Golden Driller, The Blue Whale of Catoosa, The Red Fork Oil Depot, downtown’s Center of The Universe, and the Buck Atom statue on 11th Street. This site is an opportunity to honor Tulsa’s Route 66 history, celebrate Cry Baby Hill, and shape the city’s future.



*Buck Atom's Cosmic Curios on 66*

Respondents should strongly consider the site's location at the nexus of Route 66 and Cry Baby Hill. As envisioned, this artwork will echo the familiar form of kitsch regional roadside attractions yet focus on contemporary fanfare at Cry Baby Hill. This site will introduce countless Route 66 tourists to Tulsa by symbolizing one of our city's signature events. Cry Baby themed iconography is encouraged, with the expectation that any explicit baby representations are not depicted with a particular human skin tone color.

Overall, this artwork will enhance the site with a distinctive aesthetic experience, highly visible, and welcoming to visitors. The site is open to the public and accessible to interested artists if additional context is needed. Competitive applications from artists or teams of artists will demonstrate knowledge of historic roadside attractions, outdoor art typical of Route 66 Americana, and mid-century advertising and signage. The installation should be classic, kitschy, and worthy of countless roadside selfies.

While there is no geographic or residency requirement, successful proposals will understand this site as a microcosm of Tulsa mythos and design accordingly. Teams of artists, including teams of artists from multiple disciplines are encouraged to apply with the understanding that the budget will remain \$250,000.

The project is open to all professional artists, age 18 and over.

Artists shall generally be eligible for no more than one major project (over \$25,000) during a three-year period through the Arts Commission for the City of Tulsa. It is the artist's obligation to disclose in their proposal if they do not meet this requirement. Failure to disclose may result in immediate disqualification of the submission.

The artist bears all risks of loss, damage to, or theft of the artwork while it is being made, transported, and/or installed until final approval of the Work by the City. A preliminary geotechnical report for the preferred location will be distributed as an addendum to this RFP. Final geotechnical engineering work may nonetheless be needed based on engineering requirements for the selected Proposal.

The artist or artist teams will receive a budget of \$250,000 to create the artwork. Artists will be responsible for design, fabrication, delivery, and installation within the given budget. All costs associated with the public art project are covered by this budget, including but not limited to design and project management fees, travel, models and renderings of artwork, equipment, fabrication, transportation, installation of artwork (including foundation, footings, lighting, and markers), all required insurance and permits, and contingency.

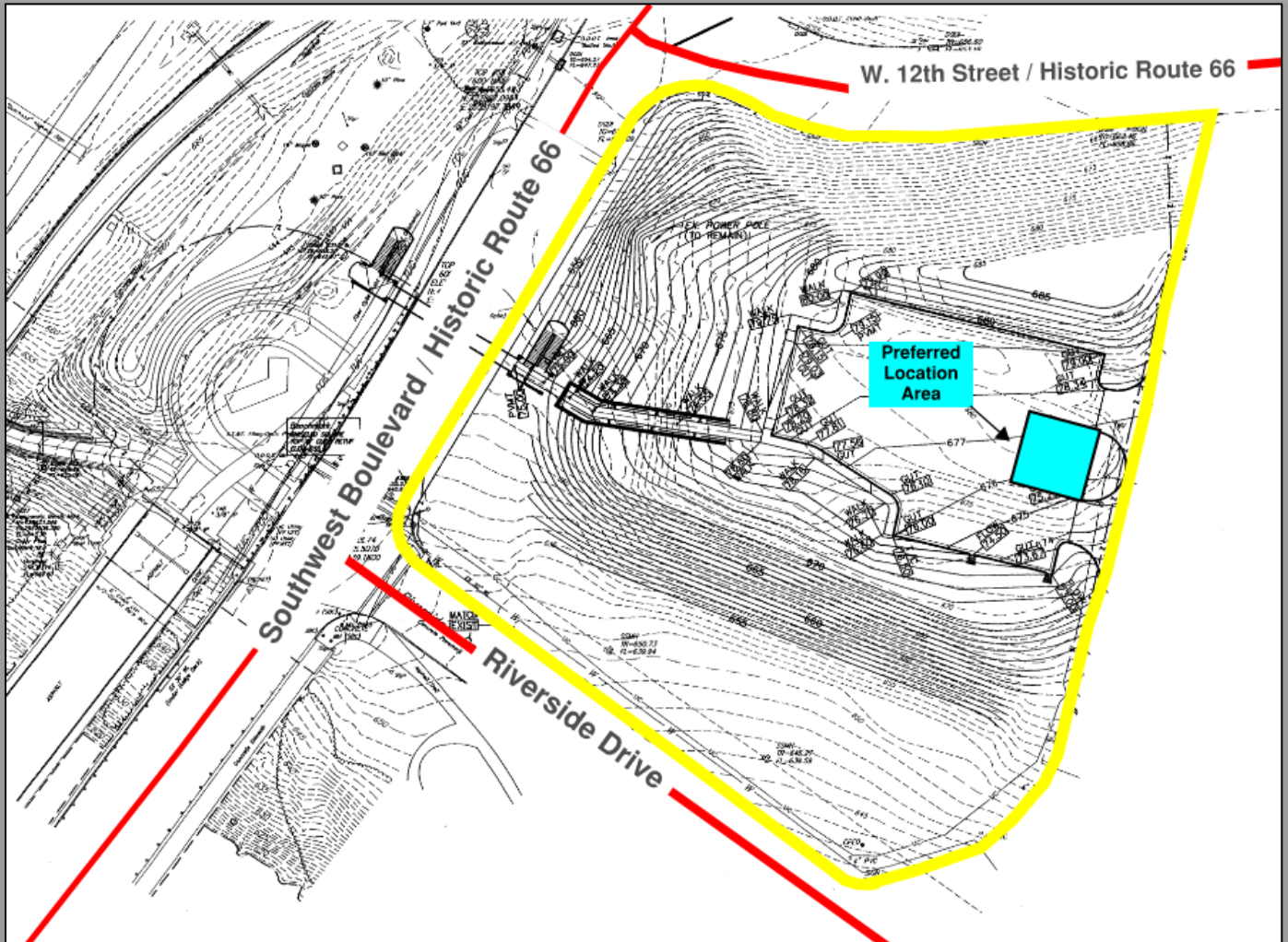
Once selected, the artist or artist team will work with City staff to finalize design in consultation with technical engineering assistance.

**ATTACHMENT A**





**ATTACHMENT B**





## V. DELIVERABLES:

The products, reports, and plans to be delivered to the City will include:

- A. Statement of Interest (two page maximum)
  - A statement of interest will include a brief summary of artistic focus and professional career, especially as your background relates to this project.
  - A brief description of the concept to be proposed, should the Respondent be selected. Can include materials, colors, etc.
  
- B. Roadside Attraction Conceptual Design
  - A sketch or digital rendering, either of which clearly represents placement, materials, colors, and size of the proposed artwork (15 images maximum).
  - A description of materials, maintenance requirements, structural integrity, and durability.
  - Draft construction timeline based on installation process for proposed artwork.
  
- C. Resume or Curriculum Vitae (CV)
  - If applying as a team, please include the team or studio resume or CV. If a team/studio resume or CV is not available, please combine the individual resumes of each team member into one document.
  - Include email contact information. An artist group may provide a sole point of contact.
  
- D. Three images of relevant previous work, per member of team (15 images maximum).
  - Files can be up to 2MB. Images should be at least 72 dpi.
  - Number images 1-5, etc., in the file name using system: #LastName,FirstName.jpg
  - Include title, medium, dimensions, budget, and year for each artwork. You may also include a brief statement about each work (Two sentence maximum).
  - Number the descriptions, corresponding to the image file names.
  
- E. Estimated timeline for completion, including construction timeline, final design, fabrication, delivery, and installation.



**VI. PERFORMANCE METRICS AND CONTRACT MANAGEMENT:**

**Performance Metrics**

The City looks forward to working with awarded Respondents to define important performance metrics during contract negotiations. The performance metrics and frequency of collection will be negotiated by the successful Respondent and the City prior to the finalization of an agreement between parties and may be adjusted over time as needed.

<b>Performance Metric</b>	<b>Data Source</b>	<b>Data Collection Frequency</b>	<b>Data Collection Responsibility</b>

**Contract Performance Monitoring**

As part of the City of Tulsa’s commitment to becoming more outcomes-oriented, we seek to actively and regularly collaborate with awarded Respondents to enhance contract management, improve results, and adjust service delivery based on learning what works. Reliable and relevant data is necessary to drive service improvements, ensure compliance, inform trends to be monitored, and evaluate results and performance. During the regular meetings that occur throughout the term of the contract, it is anticipated that the following topics will be regularly discussed:

- Current status of performance metrics
- Topics of interest or concern to the Respondent
- Discussion and troubleshooting of challenges
- Review of activities on the horizon
- Review of budget and spending this year-to-date

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**VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL:**

- A.** Proposals must be received by **5:00 p.m. on Wednesday, May 15, 2024, Central Daylight Time.** Please place proposals in a sealed envelope or box clearly labeled “**RFP 24-327, Route 66 Roadside Attraction**”.

**Proposals received late will be returned unopened.**

- B.** Interested Respondents should submit:  
One (1) unbound original and one (1) bound copy of the proposal plus one (1) digital copy (compact disc or USB drive).
- C.** Proposals shall be delivered and sealed to:

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

- D.** All interested Respondents (Sellers) are required to register with the Buyer in order to receive updates, addenda or any additional information required. You can learn more about the registration process on the following website: <https://www.cityoftulsa.org/government/departments/finance/selling-to-the-city/register-as-a-vendor/>.

The City is not responsible for any failure to register.

- E.** Inquiries or questions to the Buyer requesting clarification regarding the Request for Proposal must be made via e-mail and must be received prior to the end of the business day on **Monday, May 6, 2024.**

**Angie Tune, Project Buyer**  
[atune@cityoftulsa.org](mailto:atune@cityoftulsa.org)

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

- F.** Proposals will be opened on the morning after the due date, at 8:30am, at the:

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



**VIII. EVALUATION OF PROPOSALS:**

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).

All Bids will be evaluated using the following criteria:

<b>Category</b>	<b>Total Points</b>	<b>What Would a Top Score Look Like?</b>
<i>Artistic Excellence</i>	20	Evaluated by past work and supporting materials
<i>Alignment with Project Goals</i>	40	Evidenced by proposed conceptual design
<i>Availability</i>	20	Evidenced by availability to participate in the design, approval, and implementation of the project as required
<i>Feasibility and Timeline</i>	10	Including fabrication, delivery, installation
<i>Cost</i>	10	Inclusive of all preliminary costs needed to deliver the art
<b>Total</b>	<b>100</b>	

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

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**IX. MISCELLANEOUS**

- A.** The City expects to enter into a written Agreement (the “Agreement”) with the chosen Respondent(s) that shall incorporate this RFP and your proposal. Further, Respondent(s) 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 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.
- C.** The City 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.
- D.** All Respondents shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination. They shall also comply with the Americans with Disabilities Act (ADA).
- E.** The use of the City’s name in any way as a potential customer or contractual partner is strictly prohibited except as authorized in writing by the City.
- F.** The City assumes no responsibility or liability for any costs you may incur in responding to this RFP, including attending meetings or contract negotiations.
- G.** 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.

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

- H.** The City shall not infringe upon any intellectual property right of any Respondent but reserves the right to use any concept or methods contained in the proposal. Any desired restrictions on the use of information contained in the proposal should be clearly stated. Responses containing your proprietary data shall be safeguarded with the same degree of protection as the City’s own proprietary data. All such proprietary data contained in your proposal must be clearly identified.
- I.** The City 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.
- J.** The selected Respondent “Seller” and its subcontractors must obtain at Seller’s expense and keep in effect so long as City is purchasing Supplies or Services

from Seller pursuant to this Bid, policies of insurance in the minimum amounts set forth below and Workers' Compensation and Employer's Liability insurance in the statutory limits required by law.

General Liability: Personal injury and property damage, each occurrence	\$1,000,000.00
Automobile Liability: Combined Single Limit (CSL), each occurrence	\$1,000,000.00
Workers' Compensation	(Statutory limits)

**K. Seller's insurer must be authorized to transact business in the State of Oklahoma.** Seller will have 10 Days after notification that its Bid was Accepted by the City to provide proof of coverage. **The Certificate of Insurance must be completed with the following information:**

- A. Your name
- B. Insurer's name and address
- C. Policy number
- D. Liability coverage and amounts
- E. Commencement and expiration dates
- F. Signature of authorized agent of insurer
- G. Certificate Holder Information: City of Tulsa, 175 East 2nd St., Suite 260, Tulsa, OK 74103

**L. Artist's Fixed Fee:** The City shall pay the balance of the budget to the artist as a fixed fee which shall constitute full compensation for all services and materials to be performed and furnished by the artist under this Agreement, including, but not limited to, fees, labor of the artist and the artist's assistants, studio and operating costs applicable to this project, travel costs for the artist to and from the site or other necessary travel, and all costs associated for the approval of the designs by an Oklahoma licensed professional engineer. Any costs for the mounts/hardware/installation of the artwork at the site location and delivery to the site shall be paid directly by the artist. The artist shall be responsible for payment for transportation of the artwork to the site and any costs associated with alterations to existing structures to accommodate the artwork. The fixed fee shall be paid to the artist in the following installments, each installment to represent full and final payment for all services and materials provided prior to the due date. See Attachment D for payment schedule. Placeholders are in Attachment D for dollar amounts and will be negotiated with the artist after selection.

**M. Copyright Ownership and Reproduction Rights:** See Attachment E.

**ATTACHMENT D**

- 2.2.1 Installment 1 in the amount of \$ [000.00] upon execution of the Agreement by all parties and receipt of the executed Affidavit of Claimant, artist's insurance certificates, New Vendor Supplier form, W-9, and receipt of concept sketches;
- 2.2.2 Installment 2 in the amount of \$ [000.00] upon City's approval of the design, including the design of the foundations and associated electrical needs for the artwork;
- 2.2.3 Installment 3 in the amount of \$ [000.00] upon notification that one half of the fabrication process has been completed accompanied with documentation for review of the fabrication process to date;
- 2.2.4 Installment 4 in the amount of \$ [000.00] upon approval of completion of the artwork prior to installation; and
- 2.2.5 Installment 5 shall equal the balance of the fixed fee (after the payment of previous installments) as final payment after completion of the installation, final approval of the artwork by the City and completion of the Post-Installation services described in Section 1.4 of the Contract for Artwork.

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## ATTACHMENT E

### 5.1 General

- 5.1.1 Copyright Interests. Upon delivery, final inspection and acceptance of the Artwork by the City, title and possession of the Artwork shall vest in the City. Artist shall retain the right to copy, sell copies of, and license others to copy, the Artwork; provided that the Artist shall not sell copies of the Artwork to other municipalities, or license other municipalities to copy the Artwork; provided further that the City of Tulsa is hereby granted perpetual license to copy, publish, and sell copies of the Artwork for City of Tulsa's purposes. For purposes of this Contract, the term Copyright Interests means all interests Artist may own or claim in copyrights in the United States in and to the Artwork including, without limitation, all rights to register and obtain renewals and extensions of copyright registrations, all rights of reproduction, display, performance and distribution, and the right to create derivative works therefrom together with all other copyright interests accruing by reason of international copyright conventions, including the right to sue for, settle, or release any past, present, or future infringement thereof. All Copyright Interests or other intellectual property rights associated with the Artwork shall belong exclusively to the Artist.
- 5.1.2 License to City. The Artist grants to the City, City's successors and assigns, a royalty free, non-transferable irrevocable license to make, or have made on the City's behalf, photographic or graphic reproductions of the Artwork, including, but not limited to, photographs or reproductions used in advertising, brochures, media publicity and catalogs or other similar publications, in any medium, provided that these rights are exercised in a tasteful and professional manner.
- 5.1.3 Waiver of Moral Rights. The City acknowledges Artist's artistic endeavor in and to the Artwork and agrees to make reasonable efforts to maintain the integrity of the Artwork so long as it is displayed; provided, however, the Artist acknowledges that perpetual display of the Artwork is not guaranteed. The City will attempt to notify and consult with the Artist in relation to any intentional alteration, modification, change, destruction of or damage to the Artwork by the City of which it has advance notice. Other than as provided for above, the Artist hereby expressly and forever waives for any and all uses of the Artwork as a work of visual art, as a promotional item, or otherwise, any and all moral rights applicable to the Artwork arising under 17 U.S.C. §106A, and any rights arising under U.S. federal or state law or under the laws of any other country that conveys rights of the same nature as those conveyed under 17 U.S.C. §106A, or any other type of moral right or droit moral.



- 5.2 Artist Credit. The Artist shall be identified as the creator of the Artwork in a visible location near the Site of the Artwork. The Artist shall provide and install an identifying exterior plaque; size and location to be approved by the City. All reproductions or photographs of the Artwork produced by or with the permission of the City shall identify the Artist as the creator of the Artwork.

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## RESPONDENT INFORMATION SHEET

**Respondent's Legal Name:** \_\_\_\_\_  
(Must be Respondent's company name as reflected on its organizational documents filed with the state in which Respondent is organized)

**State of Organization:** \_\_\_\_\_

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

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

**Respondent's Address:** \_\_\_\_\_  
Street City State Zip Code

**Respondent's Website Address:** \_\_\_\_\_

<b>Sales Contact:</b>	<b>Contact for Legal Notice:</b>
Name: _____	Name: _____
Title/Position: _____	Title/Position: _____
Street: _____	Street: _____
City: _____	City: _____
State: _____	State: _____
Phone: _____	Phone: _____
Email: _____	Email: _____

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

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

## Price Sheet Summary

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

Please present a fee total for professional services for the design and installation of a Route 66 Roadside Attraction placemaking piece of artwork at 815 South Riverside Drive, Tulsa, OK 74127

Proposed Fee Total: \$ \_\_\_\_\_

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

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

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# AFFIDAVIT

## NON-COLLUSION, INTEREST, AND CLAIMANT

STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, of lawful age, being first duly sworn, state that:  
**(Seller's Authorized Agent)**

1. I am the Authorized Agent of Seller herein for the purposes of certifying facts pertaining to the existence of collusion between and among Bidders and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the proposal to which this statement is attached.
2. I am fully aware of the facts and circumstances surrounding the making of Seller's Bid to which this statement is attached, and I have been personally and directly involved in the proceedings leading to the submission of such Bid; and
3. Neither the Seller nor anyone subject to the Seller's direction or control has been a party:
  - a. to any collusion among Bidders in restraint of freedom of competition by agreement to respond at a fixed price or to refrain from responding,
  - b. to any collusion with any municipal official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
  - c. in any discussions between Bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract.
4. No officer or employee of the City of Tulsa either directly or indirectly owns a five percent (5%) interest or more in the Bidders business or such a percentage that constitutes a controlling interest. Affiant further states that the following officers and/or employees of the City of Tulsa own an interest in the Bidders business, which is less than a controlling interest, either direct or indirect.
5. All invoices to be submitted pursuant to this agreement with the City of Tulsa will be true and correct.
6. That the work, services or material furnished will be completed or supplied in accordance with the plans, specifications, orders, requests or contract furnished or executed by the affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer or employee of the City of Tulsa, or of any public trust where the City of Tulsa is a beneficiary, of money or any other thing of value to obtain payment of the invoice or procure the contract or purchase order pursuant to which an invoice is submitted. Affiant further certifies that (s)he has complied with all applicable laws regarding equal employment opportunity.

By: \_\_\_\_\_

**Signature**

Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Notary Commission Number: \_\_\_\_\_

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

## ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS

I hereby acknowledge receipt of the following addenda or amendments and understand that such addenda or amendments are incorporated into the Proposal and will become a part of any resulting contract.

List Date and Title/Number of all addenda or amendments: (Write "None" if applicable).

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**Sign Here ►**

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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**APPENDIX A – City of Tulsa General Contract Terms**

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

1. **Renewals.** Seller 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 1<sup>st</sup> to June 30<sup>th</sup>) 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.** Seller 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 Seller harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys’ fees and costs. In addition, Seller 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 Seller.** Seller 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 Seller hereunder. Seller shall pay all royalties and charges incident to such patents, trademarks or copyrights.
4. **General Liability and Indemnification.** Seller shall hold City harmless from any loss, damage or claims arising from or related to the performance of the Agreement herein. Seller must exercise all reasonable and customary precaution to prevent any harm or loss to all persons and property related to this Agreement. Seller 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 Seller or Seller’s subcontractors under the scope of this Agreement.
5. **Liens.** Pursuant to City’s Charter (Art. XII, §5), no lien of any kind shall exist against any property of City.
6. **No Confidentiality.** Seller 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 Seller pursuant to this Agreement that would be inconsistent with City’s compliance with its statutory requirements there under.
7. **Compliance with Laws.** Seller shall be responsible for complying with all applicable federal, state and local laws. Seller is responsible for any costs of such compliance. Seller 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. Seller certifies that it and all of its subcontractors to be used in the performance of this agreement are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. Sec. 1313 and includes, but is not limited to, the free Employee Verification Program (E-Verify) available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).

8. **Right to Audit.** The parties agree that books, records, documents, accounting procedures, practices, price lists or any other items related to the Services provided hereunder are subject to inspection, examination, and copying by City or its designees. Seller 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. Seller may not assign this Agreement or use subcontractors to provide the Goods and/or Services without City's prior written consent. Seller shall not be entitled to any claim for extras of any kind or nature.
12. **Equal Employment Opportunity.** Seller shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination.

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## RESPONDENT CHECKLIST

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

Proposer's Name: \_\_\_\_\_

RESPONDENT CHECKLIST	
RESPONDENT DOCUMENTS	INCLUDED?
Cover Letter	
Proposal Narrative	
Respondent Information Sheet (required form)	
Price Sheet Summary (required form)	
Affidavit (Non-Collusion, Interest & Claimant) (required form)	
Acknowledgement of Receipt of Addenda (required form)	
City of Tulsa General Contract Terms (required form)	
Additional Information (Optional)	

**Please Return Entire RFP Packet**

**PACKING LABEL**

**FROM:**

**City of Tulsa - City Clerk's Office**  
175 East 2<sup>nd</sup> Street, Suite 260  
Tulsa, OK, 74103

**Respondent Submission For:**

RFP# 24-327

RFP DESCRIPTION: Route 66 Roadside Attraction

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