



CITY OF  
**Tulsa**  
*A New Kind of Energy™*

**City of Tulsa  
Finance Department**

**Request for Proposal  
TAC 911**

**Professional Consulting Services  
for  
Zoning Code Update**

**NIGP Codes: 961-94; 918-92.**

Submit proposals to:  
Deputy City Clerk  
City of Tulsa  
175 East 2<sup>ND</sup> Street  
Suite 260

# TABLE OF CONTENTS

<b>I.</b>	<b>STATEMENT OF PURPOSE .....</b>	<b>4</b>
<b>II.</b>	<b>INSTRUCTIONS FOR SUBMITTING A PROPOSAL.....</b>	<b>4</b>
	<b>A. General Requirements .....</b>	<b>4</b>
	<b>B. General Notifications .....</b>	<b>5</b>
<b>III.</b>	<b>PROJECT DETAILS .....</b>	<b>6</b>
	<b>A. Community Background.....</b>	<b>6</b>
	<b>B. Project Overview .....</b>	<b>8</b>
	<b>C. Project Objectives.....</b>	<b>9</b>
<b>IV.</b>	<b>SCOPE OF CONSULTING SERVICES .....</b>	<b>10</b>
	<b>A. Public Outreach .....</b>	<b>10</b>
	<b>B. Issues Orientation.....</b>	<b>11</b>
	<b>C. Issues Identification.....</b>	<b>12</b>
	<b>D. Zoning Code Analysis.....</b>	<b>13</b>
	<b>E. Annotated Outline.....</b>	<b>14</b>
	<b>F. Discussion Draft Code.....</b>	<b>15</b>
	<b>G. Public Hearing Draft Code .....</b>	<b>17</b>
	<b>H. Attend Public Hearings And Revise Code .....</b>	<b>17</b>
	<b>I. Zoning Code Adoption And Implementation.....</b>	<b>18</b>
<b>V.</b>	<b>FEES AND EXPENSES.....</b>	<b>18</b>
<b>VI.</b>	<b>FIRM REQUIREMENTS .....</b>	<b>19</b>
<b>VII.</b>	<b>EVALUATION OF PROPOSALS .....</b>	<b>19</b>
	<b>A. General Process .....</b>	<b>19</b>
	<b>B. RFP Process And Sequence.....</b>	<b>21</b>

C.	Respondent Interviews .....	21
D.	RFP Evaluation Criteria .....	21
E.	Internet Resources .....	22
<b>VIII.</b>	<b>PROPOSAL REQUIREMENTS .....</b>	<b>23</b>
A.	Proposal Organization and Format .....	23
B.	General Submittal Information .....	23
C.	Required Submittals .....	23
<b>IX.</b>	<b>AWARD .....</b>	<b>25</b>
<b>X.</b>	<b>MISCELLANEOUS .....</b>	<b>26</b>
	<b>AFFIDAVIT A: NON-COLLUSION AFFIDAVIT .....</b>	<b>28</b>
	<b>AFFIDAVIT B: AFFIDAVIT OF CLAIMANT .....</b>	<b>29</b>
	<b>COST SHEET SUMMARY – OPTION A .....</b>	<b>30</b>
	<b>COST SHEET SUMMARY – OPTION B .....</b>	<b>31</b>
	<b>CITY OF TULSA GENERAL CONTRACT TERMS .....</b>	<b>32</b>

## I. STATEMENT OF PURPOSE

With this Request for Proposal (RFP), we are searching to secure professional services to update the Zoning Code for the City of Tulsa corporate limits, as detailed below. We enthusiastically look forward to receiving your proposal.

## II. INSTRUCTIONS FOR SUBMITTING A PROPOSAL

### A. General Requirements

The proposal must be received by **5:00 p.m. on Wednesday, March 23, 2011, (CST)**. Please place proposals in a sealed envelope or box clearly labeled **"TAC 911" – Professional Consulting Services for Zoning Code Update**.

Late, faxed, or unsigned proposals will be rejected. Proposals will be opened at 8:30am the day after the due date above, at the Standards, Specifications, and Awards committee meeting held in the 2nd Floor Council Chambers. The names of the firms submitting proposals will be announced at this public meeting.

1. Proposals must be sent to:

Deputy City Clerk  
City of Tulsa  
175 East 2nd Street, Suite 260  
Tulsa, OK 74103

2. Respondents may choose to attend a pre-proposal conference which will be held on **February 25, 2011, at 10:00 AM – 5th Floor- Central Hub - City Hall, 175 East 2<sup>nd</sup> Street, Tulsa, OK 74103**. Alternatively, respondents may participate via teleconference by calling **918-596-7005**.
3. All interested Respondents are required to register with the Buyer, **Cathy D. Evans**, in order to receive updates, addenda or any additional information required. The City is not responsible for any failure to register.
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, February 18, 2011**.

**Buyer:** Cathy D. Evans  
**E-mail:** [cdevans@ci.tulsa.ok.us](mailto:cdevans@ci.tulsa.ok.us)  
**Phone:** 918-596-7561  
**FAX:** 918-699-3021

5. 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 verbally. If any question results in a change or addition to the RFP, the changes or additions will be forwarded to all registered Respondents as quickly as possible by addendum.
6. Respondents shall designate a contact person, with appropriate contact information, to address any questions concerning a proposal. The Respondents shall also state the name and title of individuals who will make final decisions regarding contractual commitments and have legal authority to execute the contract on the Respondent's behalf.
7. See **Section VIII. Proposal Requirements** for more details.

**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 the terms of Title 5 of Tulsa Revised Ordinances relating to minority, female, disadvantaged and BRIDGE program business utilization and equal employment opportunity.
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 proposal and final selection of work product requirements as needed. The City reserves the right to: accept or reject any and all statements submitted in proposals; to waive any minor deviations from these requirements; to reject any and all proposals; to postpone the due

date; or to withdraw the solicitation; as is deemed solely by the City to be in its best interests.

5. This Request for Proposal does not commit the City of Tulsa to pay any costs incurred in the submission of a proposal or the costs incurred in making necessary studies and designs for preparation thereof, or contract for service or supplies.

### III. PROJECT DETAILS

#### A. Community Background

The City of Tulsa, located in the northeastern quadrant of the state of Oklahoma, currently occupies a land area of over 201 square miles and has approximately 396,000 residents. Tulsa County has a population of 578,000 with a land area of 587 square miles. Tulsa has a long history of planning and zoning, including the Bartholomew Study of 1928. In 1953, the Tulsa Metropolitan Area Planning Commission (TMAPC) was established to provide governance over planning and zoning issues. Subsequently, the comprehensive plan was updated in 1960, and again in the mid-1970's through the Vision 2000 planning program, an effort that resulted in the Comprehensive Plan for the Tulsa Metropolitan Area.

**PLANiTULSA.** From March, 2007 through July 2010, the City of Tulsa engaged in a community-wide planning process called PLANiTULSA to update the Comprehensive Plan. In July 2010, the 2010 Tulsa Comprehensive Plan was adopted by the TMAPC and approved by the Tulsa City Council, in accordance with provisions of the Oklahoma State Statutes. The adopted Plan, a progressive guide to public and private actions related to land development through the year 2030, has 2 primary components:

- **The Vision**, *Our Vision for Tulsa* captures the Tulsa's collective vision and articulates the community's core values and guiding principles, key initiatives, and a *Vision* conceptual plan.
- **The Policy Plan** sets forth policies and ongoing implementation measures to guide development towards the *Vision* through the following chapters: Land Use, Transportation, Economic Development, and Housing, Parks, Trails and Open Space. An Appendix supports the Plan's concepts with additional illustrations and details.

In addition to the Plan chapters, the following elements were developed through the PLANiTULSA process. Although not technically part of the adopted 2010 Comprehensive Plan, they are equally critical to PLANiTULSA goals and objectives:

- **The Implementation Plan** establishes a list of planning projects to be completed over a 5-7 year period, and identifies a short list of Action Plan items to be completed in the first two years following plan adoption.
- **The Monitoring Program** proposes a tracking system for key growth indicators to enable periodic review of the Comprehensive Plan.

**Tulsa Zoning.** In July of 1922, four (4) years prior to the Federal Zoning Enabling Action of 1926, zoning and other planning concepts were first addressed within the City of Tulsa in a Report of the Special Committee of the City Improvements Committee of the Tulsa Chamber of Commerce. Within one month, on August 4, 1922 (Ordinance No. 2326), the Tulsa Board of Commissioners created a City Plan Commission, assigned to create a comprehensive plan and handle other now-common planning oversight duties, including zoning.

Tulsa adopted its first Zoning Code in September of 1923, via Ordinance No. 2576, entitled “Building Zone Ordinance”, which divided Tulsa into three (3) zoning districts: residential, commercial and industrial. It was clear that as development increased, a need arose for more sophisticated land use regulations. The current Zoning Code - a compilation of Title 42, Zoning and Property Restrictions of the City of Tulsa - was adopted July 1, 1970 and stands as revised through March 17, 2010. The Zoning Code identifies twenty-nine (29) separate zoning districts to govern land use development within the City.

The 1970 code was based primarily on a low density, auto-oriented, suburban development pattern which was common in that era. In 2010, community sentiment and current conditions as reflected in *Our Vision for Tulsa* and the 2010 Tulsa Comprehensive Plan strongly suggest the need for zoning code modifications in response to changing community sentiment and current conditions (e.g., demographic, economic, environmental). Further, although the core elements of the 1970 Zoning Code have remained intact, the volume of text amendments over the intervening years has resulted in a code that is increasingly outdated, awkward and difficult to use.

In 1988, the City of Tulsa passed an historic preservation ordinance which created the Tulsa Preservation Commission and established Historic Preservation Supplemental Zoning District (designated as HP). Historic Preservation zoning provisions can be found in Chapter 10A of the Tulsa Zoning Code.

<http://www.tulsapreservationcommission.org/zoning/ordinance/1052/>

**Form-Based Code Pilot Study.** Concurrent with the development of the 2010 Tulsa Comprehensive Plan, and in collaboration with TMAPC and the Pearl District Association (vicinity of 6<sup>th</sup> Street and South Peoria Avenue), the City of

Tulsa, conducted a pilot study to develop a form-based code to replace all traditional or historical means of zoning development regulations. The Pearl District Form-Based Code is reflective of one of the City’s adopted small area plan – “6<sup>th</sup> Street Infill Plan” - and in part represents the City’s implementation of that plan, which can be reviewed at the following link:

<http://www.cityoftulsa.org/community-programs/neighborhood-revitalization-planning/the-pearl-district---6th-street-infill-plan.aspx>

NOTE: At this writing, the Pearl District Pilot Form-Based Code is under review by the TMAPC. Please visit [www.tmapc.org](http://www.tmapc.org) for information regarding its status.

## **B. Project Overview**

Through the development, adoption and approval of the 2010 Tulsa Comprehensive Plan, the City of Tulsa recognized the need for code updates, to bring key regulatory tools into alignment with the PLANiTULSA *Vision* and the guidelines of the new Plan. Accordingly, the purpose of this project is to update portions of the Zoning Code and, if deemed appropriate, related portions of the Subdivision Regulations for City of Tulsa.

For the purpose of this RFP, Tulsa’s current Zoning Code shall be referred to as the “Code”. The process shall be referred to as “Code Update”.

Tulsa's goal is to establish clear, responsible regulations with appropriate design criteria that will provide opportunities for innovative approaches to development in support of an economically viable and sustainable community. The City of Tulsa wishes to update its Code to incorporate best practices and address contextual issues developed in the 2010 Tulsa Comprehensive Plan. Such updates would provide a means to implement the Plan’s policies and goals and include but not be limited to the following, which are not presented in order of importance.

### **1. Planning and Zoning Innovations**

- a. Mixed Use Districts
- b. Reductions in parking requirements, where appropriate and feasible
- c. Form-based codes
- d. Accessory dwelling units in residential and other districts, as appropriate
- e. Criteria for allowing renewable energy structures (e.g., geothermal, solar panels, turbines) in appropriate zoning districts
- f. Low Impact development design strategies

- g. Development tradeoffs to encourage developers to use sustainable concepts through removal of obstacles to sustainable development.

2. General Modernization of Tulsa Zoning Code/Subdivision Regulations

- a. Remove or amend outdated standards
- b. Internet/web-based format to maximize public access
- c. Clear definitions and terminology
- d. Graphics and illustrations to supplement written regulations
- e. Sign codes consolidated within the Zoning Code
- f. Uses or use groups consolidation
- g. Regulations that provide for effective enforcement by administration

**C. Project Objectives**

The City requests proposals from qualified consultants to rewrite portions of the Zoning Code for the City of Tulsa corporate limits.

The City of Tulsa desires a Code that will:

1. Ensure that the Code can effectively implement the recommendations of the City's Comprehensive Plan, which was adopted and approved in July 2010
2. Be understood by administrators, the public, and the development community and include graphics that illustrate the regulations to support ease and efficiency of use.
3. Include hybrid regulations that incorporate land use-based (Euclidean) and form based zoning provisions, where appropriate. The provisions shall address the design and land use recommendations of the City's various codes, ordinances and plans. The Code shall include urban design standards (text and graphics) as deemed necessary by the City.
4. Include mixed use zoning districts and attendant regulations for built-up areas of the city (also known as "infill development") as well as lands at the urban edge.
5. Include provisions that will help the City achieve high-quality and compatible infill and redevelopment projects that are consistent with the context of existing development in the area.
6. Provide for updates to parking standards that are suitable for a broader range of urban environments. These standards must reflect an understanding

of how parking impacts the pedestrian-friendliness and accessibility of an area as well as the financial viability of development. They must also address the impact of parking standards on surrounding neighborhoods and include provisions that link land use and transportation, with an emphasis on promoting transit-oriented development and traditional neighborhood development.

7. Promote and support transit use, biking and pedestrians.
8. Provide for urban design standards that promote walkable environments. These standards must reflect an understanding of how built form and landscaping can enhance the walkability of an area in the context of Tulsa's climate, and specifically include sidewalk requirements within the Zoning Code.
9. Provide for and promote a sustainable built and natural environment as set forth in the 2010 Tulsa Comprehensive Plan and Citywide Sustainability Plan
10. Recognize and provide for high-efficiency stormwater management techniques that increase on-site detention and improve water quality while maximizing buildable land. Such practices could include permeable paving, underground storage, and rain gardens.

#### **IV. SCOPE OF CONSULTING SERVICES**

The scope of this project will include areas located within the incorporated area and fenceline of the City of Tulsa. "Fenceline" is defined as areas demarcated for possible future annexation by the City of Tulsa as shown on the corporate limits map. See <http://www.incog.org/mapping/Corp%20Limits/CorpLimits2010.pdf>

The Project Manager for the City of Tulsa (hereafter referred to as "Project Manager") shall serve as the City's primary contact for the selected firm. An internal working group will be established to support Project Manager throughout the consultant selection process.

The Consultant or team of consultants, hereafter referred to as "Respondent", shall provide full professional services as requested below to assist the City of Tulsa and others with updating of the Code.

##### **A. Public Outreach**

The Respondent shall propose a broad-based Public Outreach process that specifies how and when the public (including neighborhoods, businesses, the development community and other interested parties) will be engaged throughout the process. The Respondent shall specify methods it will use to

achieve meaningful public outreach in the project. The Respondent shall consider multiple means of obtaining input both during and outside of identified meetings, including the use of web-based services and other digital means of communication as well as methods for including citizens who do not have access to digital services. The Respondent shall provide a Public Outreach timeline that identifies key points at which the public will be involved, how that involvement will occur, and how and when materials will be available and presented to the public. The Respondent shall provide a description of how it will use web-based services and other digital means of communication for Public Outreach and feedback.

The Respondent shall be responsible for producing meeting materials (including meeting minutes), visual presentations, or any other resources or materials necessary to engage the public. The Respondent shall provide access via the internet to all intermediate deliverables. The Respondent shall provide technical capabilities for graphically communicating necessary information

The successful Respondent is encouraged, where possible, to include local consulting support for public outreach activities and project logistics support, to be coordinated with the Project Manager. Public Outreach activities shall include such elements as media liaison, press releases, editorial board briefings, and public service promotions and announcements. Logistics support shall include such activities arrangements for meetings and events (e.g., facilities reservations and scheduling, audio/visual support), promotional activities, and event set-up and clean-up.

Deliverables:

1. The Respondent shall provide the City, for review and approval, a Public Outreach Plan that includes a detailed strategy and timeline for engaging the public and all suggested participants in the Zoning Code Update process.
2. The Respondent shall implement its City-approved Public Outreach Plan. The Respondent, in consultation with the Project Manager shall be responsible for arranging and facilitating all public meetings, events and presentations. The Respondent shall be responsible for producing meeting materials (including meeting minutes), visual presentations, or any other resources or material necessary to engage the public.

**B. Issues Orientation**

At the outset of the project, as directed by the Project Manager, the Respondent shall meet with City staff and TMAPC staff for a project orientation session in order to provide an understanding of project goals and the project schedule,

administrative procedures related to invoices and payments, City policies and interagency interaction, and specific issues and opportunities relating to growth and development within the City. The Respondent shall be responsible for reviewing and understanding the 2010 Tulsa Comprehensive Plan, other City plans and policies as identified by the City, and all relevant and applicable local, state, and federal laws.

The Respondent shall propose a strategy for introducing the project to the general public and others. The strategy shall be designed to foster and develop a common understanding of the project scope.

Deliverables:

1. The Respondent, in consultation with the Project Manager, shall be responsible for arranging and facilitating a project orientation meeting with the internal working group and the Planning Commission (TMAPC). The orientation meeting shall be the first scheduled event of the project. The Respondent shall be responsible for preparing meeting minutes.
2. The Respondent shall complete its project orientation strategy. The Respondent in consultation with the Project Manager shall be responsible for arranging and facilitating all public meetings/presentations.

**C. Issues Identification**

The Respondent shall describe its methodology for gathering broad-based input regarding issues with the existing Zoning Code. City staff, TMAPC staff, relevant City of Tulsa Boards, Authorities and Commissions (including the Tulsa Metropolitan Area Planning Commission) as designated by the internal working group, the general public, and others should be asked for input concerning the current Zoning Code and Subdivision Regulations and associated regulatory deficiencies, and for suggested changes to administrative and implementation procedures. The Respondent shall prepare a draft and final memorandum that summarizes the input gathered during the Issues Identification process.

The Respondent, with direction from the Project Manager, shall be responsible for arranging and facilitating all public meetings, presentations, or workshops required for Issues Identification and other public outreach tasks. At all public presentations, the Respondent shall be present, and capable of making decisions and responding to inquiries regarding deliverables and scope.

Deliverables:

1. The Respondent shall implement its approach for gathering broad-based input regarding issues with the existing Code. The Respondent in

consultation with the Project Manager shall be responsible for arranging and facilitating all public meetings, presentations, or workshops. The Respondent shall be responsible for preparing meeting minutes.

2. One original and twenty-five (25) copies of a draft and final memorandum that summarizes input the Respondent received about the existing Zoning Code during the Issues Identification process.
3. Electronic file (PDF or as requested) of the draft and final Issues Identification Memorandum.

**D. Zoning Code Analysis**

The Respondent shall complete a technical analysis and evaluation of Tulsa's current Zoning Code. This analysis and evaluation shall be made against the backdrop of the Issues Identification process as defined in **Section C** above, applicable federal, state and local laws, the Respondent's experience with or knowledge of best practices in other communities, and the Respondent's knowledge of innovative zoning and land use practices, including conventional zoning codes, form-based codes and codes that incorporate form-based codes and conventional land use-based provisions, hereafter referred to as "hybrid" zoning codes.

The technical analysis and evaluation shall assess the strengths and weaknesses of the existing Code in terms of structure, definitions, organization, clarity, ease of use, existing zoning districts and district standards, zoning code and subdivision procedures, and regulations of general applicability.

The Respondent shall provide a summary of consistencies or inconsistencies between the current Zoning Code classifications and the Tulsa 2010 Comprehensive Plan and other City plans and policies. The Respondent shall also gauge the public's perceptions about the strengths and weaknesses of the current Zoning Code. The Respondent shall analyze the recommendations of the Tulsa 2010 Comprehensive Plan and the City's existing small area plans (see 2010 Tulsa Comprehensive Plan, Land Use Chapter, sidebar on page 63) to determine whether or not regulatory frameworks would help implement those plans.

At the discretion of the Respondent, the Respondent's proposal may address either **Option A**, **Option B**, or **both** options, as specified below, and reflected accordingly in the Cost Summary Sheets on pages 30 and 31 of this RFP.

**Option A**: **Zoning Code Update only**, per the specifications of this RPF. Please use the corresponding Cost Summary Sheet on Page 30.

*NOTE: Although updates to the Subdivision Regulations are not included in the basic scope of this RFP, the City acknowledges that the Zoning Code Analysis could yield valuable recommendations to further align the City's codes with the Tulsa 2010 Comprehensive Plan. The analysis and evaluation may include the Respondent's assessment and findings regarding integration with or gaps between the current Zoning Code and the current Subdivision Regulations, may be addressed through **Option B** and reflected accordingly in the Cost Summary Sheet on page 31 of this RFP.*

**Option B: Zoning Code Update plus related Subdivision Regulations Updates.**

Please use the corresponding Cost Summary Sheet on Page 31.

**Deliverables:**

1. One original and twenty-five (25) copies of the technical analysis and evaluation report concerning the current Zoning Code and discussion of new zoning concepts and approaches.
2. Electronic file (PDF or as requested) of the technical analysis and evaluation report.
3. Presentation of the technical analysis and evaluation report to the internal working group, and the TMAPC.

**E. Annotated Outline**

The Respondent shall identify and discuss new zoning concepts and approaches for potential inclusion in the Code, with special attention given to project objectives and the results of the Issues Identification and Zoning Code Analysis tasks as described in **Section II. C. and D.** above.

Based on this discussion, the Respondent shall prepare an Annotated Outline that includes a chapter-by-chapter detailed description of the proposed updated Code, an overview of its proposed structure and substance, a discussion of options, and a commentary explaining the rationale for the recommended approach to drafting Updates to the Code. The Annotated Outline shall include examples of how the updated Code would be used to implement the recommendations of the Comprehensive Plan and small area plans at representative locations in the City, and ways in which the updated Code would be integrated and consistent with other regulations.

The Respondent shall present the Annotated Outline to the internal working group, City staff, TMAPC staff, selected City of Tulsa Boards, Authorities and

Commissions, and the general public via the internet. The Respondent shall compile all comments from the above-mentioned groups. After obtaining general agreement on the contents of the initial draft of the Annotated Outline, the Respondent shall provide the City with a final Annotated Outline based on the comments received.

Deliverables:

1. Meeting(s) with TMAPC, City staff and INCOG staff, and others. The Respondent in consultation with the Project Manager shall be responsible for arranging and facilitating all meetings. The Respondent shall be responsible for preparing meeting minutes.
2. One original and twenty-five (25) copies of the draft Annotated Outline.
3. One original and twenty-five (25) copies of the revised, final Annotated Outline.
4. Electronic files (PDF or as requested) of all documents.

**F. Discussion Draft Code**

The Respondent shall prepare a Discussion Draft Code that is based on the final Annotated Outline. The Discussion Draft Code shall reflect the project objectives listed in **Section I. C.** and the Issues Identification and Zoning Code Analysis tasks **in Sections II. C. and II. D.** above. The Respondent shall describe its approach to incorporating the project objectives into the Discussion Draft Code. After initial review and comments by City Staff, INCOG staff, and the TMAPC, the Discussion Draft Code shall be widely distributed for review and comment, primarily through postings on the internet. The Respondent shall propose an approach for soliciting broad-based input about the Discussion Draft Code from City boards, authorities and commissions, the general public, and others. The Respondent in consultation with the Project Manager shall be responsible for arranging and facilitating all public meetings.

The Discussion Draft Code should be presented in distinct modules that will permit easy review. At the Respondent's option, these may be grouped into the following divisions: (a) definitions; (b) general provisions; (c) zoning district regulations; (d) special development standards applicable to one or more uses or districts; and (e) administration and enforcement. The Respondent may present an alternative approach to presenting the Discussion Draft Code for review and comment. The Discussion Draft Code shall include extensive use of graphics,

tables, flow charts, matrices and other methods for facilitating easy use and understanding of the Code.

The proposal shall include the projected number of meetings, presentations, workshops, or other venues the Respondent will conduct in order to gather input and complete reviews and revisions of the Discussion Draft Code. These events are anticipated to be part of the development of a consensus Public Hearing Draft Code document but not part of the public hearing review and adoption process.

The Respondent shall describe its approach to conducting the Discussion Draft Code evaluation, testing and revision process. It is expected that the Discussion Draft Code will have multiple rounds of drafting, circulation, revisions, testing, evaluation and recirculation. The Respondent is expected to test the Discussion Draft Code to identify effectiveness, appropriateness, practical problems, and other inadvertent impacts. At this stage in the Code update project, it is not expected that the Respondent will prepare a zoning map.

Deliverables:

1. One original and twenty-five (25) copies of the Discussion Draft Zoning Code Update.
2. Electronic file (PDF or as requested) of the Discussion Draft Zoning Code Update.
3. The Respondent shall work with the City to evaluate, test and revise the Discussion Draft Zoning Code Update.
4. Meetings and presentations with, City staff, INCOG staff, TMAPC, other City authorities, boards, and commissions, the general public and others to review the Discussion Draft Zoning Code Update. The Respondent, in consultation with the Project Manager, shall be responsible for arranging and facilitating all meetings/presentations. The Respondent shall be responsible for preparing meeting minutes.
5. The Respondent shall implement its approach to soliciting input from the general public and other Zoning Code users about the Discussion Draft Zoning Code Update.
6. The Respondent shall modify the Discussion Draft Zoning Code Update as needed.

7. One original and (25) copies of revised Discussion Draft Zoning Code Update.
8. Electronic (PDF) file of revised Discussion Draft Zoning Code Update.

**G. Public Hearing Draft Code**

Subsequent to review, consideration and evaluation of the Discussion Draft Zoning Code Update by City staff, INCOG Staff, TMAPC, and the public, the Respondent shall prepare a Public Hearing Draft Code. In addition, the Respondent shall prepare an Executive Summary explaining the Public Hearing Draft Code and changes from the Discussion Draft Code, including the rationale for such changes. The Executive Summary shall be posted/distributed digitally to the general public and the media prior to the public hearing. This material shall be available one month in advance of the public hearing.

Deliverables:

1. One original and twenty-five (25) copies of the Public Hearing Draft of the Zoning Code Update.
2. One original and twenty-five (25) copies of the Public Hearing Draft Zoning Code Update Executive Summary.
3. Electronic files (PDF or as requested) of the Public Hearing Draft Zoning Code Update and Executive Summary.

**H. Attend Public Hearings And Revise Code**

The Respondent shall present the Public Hearing Draft of the updated Code at a minimum of two (2) public hearings of the TMAPC, to explain its contents, respond to questions and, subsequently, revise the draft as directed by the TMAPC. The revised Code (post-public hearing consensus draft) will serve as the Code on which the TMAPC will make its final recommendation to the City Council for adoption. It is expected that the Public Hearing Draft Code will have multiple rounds of drafting, circulation, testing, revisions and recirculation before final adoption by the City Council. The Respondent shall describe its approach to conduct the revision process and to incorporate intermediate changes.

Deliverables:

1. Respondent to attend TMAPC public hearings at which the proposed Zoning Code Update is considered.

2. One original and twenty-five (25) copies of revised, post-public hearing consensus draft of the Zoning Code Update.
3. Electronic file (PDF or as requested) of revised, post-public hearing consensus draft of the Zoning Code Update.

#### **I. Zoning Code Adoption And Implementation**

In order to assist City staff, TMAPC staff, and the TMAPC, the Respondent shall provide a strategy to implement the updated Code, to include a web-friendly version of the Code and training for staff and the public on its use. The Respondent shall provide technical assistance in the form of handout materials (such as simplified brochures) and presentations to explain the updated Code and gain community support through the adoption phase of the project. The Respondent shall provide a final copy of the adopted Code in hard copy, modifiable electronic, and web-friendly formats.

##### Deliverables:

1. The Respondent shall provide any needed support in the form of presentation aids, graphics or other materials.
2. A reproducible hard copy of the adopted updated Zoning Code.
3. An electronic (Microsoft Word) file of the adopted revised Zoning Code.
4. A web-friendly version of the adopted revised Zoning Code.

#### **V. FEES AND EXPENSES**

The City expects to conduct this project over an 18 month period. The Respondent shall submit fee and reimbursable expense schedules necessary to accomplish the scope of services. The fee submittal shall address the following items:

- A. A detailed full service fee proposal outlining the services to be provided under each phase of work, as described in the scope of services. **All cost and fee information must be included in an appropriate Cost Sheet Summary, including Option A and/or Option B (pages 30 and 31), of this RFP.**
- B. Hourly rate schedule by personnel and reimbursable expenses, and the proposed number of hours budgeted for each member of the Respondent firm/team.

The Respondent shall submit estimated costs and a proposed fee statement, including a spreadsheet indicating the basis for the costs for each component of the scope of services. Proposed fees will be used as an indication of the level of services to be provided.

The City reserves the right to negotiate final fees and scope of services with the selected Respondent, potentially including the final composition of the Respondent team.

The Respondent shall indicate any additional work that it believes is needed and the cost of such work.

## **VI. FIRM REQUIREMENTS**

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

- A. A description of the firm's qualifications and experience and that of key personnel assigned to this project (and that of each firm proposed as part of the team). It is noted that equipment, material and staff shall be provided by the Respondent.
- B. A description of previous projects that your firm (and those of each firm proposed as part of the team) has conducted for organizations of similar size and complexity. Provide contact names and telephone numbers of references from these organizations.
- C. To ensure that this project be completed in a timely manner, the City requires that the selected Respondent perform steps concurrently to expedite results and recommendations, as feasible.
- D. 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 in the preparation of proposals or any work performed by the Respondent prior to the approval of an executed contract by the City of Tulsa.

## **VII. EVALUATION OF PROPOSALS**

### **A. General Process**

A selection panel consisting of approximately ten (10) members will evaluate proposals. The selection panel includes representatives from the following professional disciplines or areas:

1. Attorney (land use specialist)
2. Citizen / neighborhood advocate
3. Civil Engineer
4. Home builder
5. Developer
6. Architect/Land Planner
7. Business Community
8. Tulsa Metropolitan Area Planning Commission
9. City Council
10. Mayor's office

Selection shall be determined to be in the best interest of the City as solely determined by the City of Tulsa. The approval of the selected firm 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 successful Respondent.

The City of Tulsa may make such investigations as it deems necessary to determine the ability of the Respondent to perform the work, and the Respondent shall furnish to the City all such information and data for this purpose, as the City may request. The City reserves the right to reject any proposal if the evidence submitted by, or investigated of, such Respondent fails to satisfy the City that such Respondent understands the full scope of work and is properly qualified to carry out the obligations of the contract and to complete the work contemplated herein.

The evaluation and selection of a Respondent and the contract will be based on the information submitted in the vendor's proposals plus references and any required on-site visits or oral presentations. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a response.

The RFP selection process for the project will proceed under the direction of the Project Manager in accordance with the following stages:

1. The selection panel will make the final selection and recommendation following the evaluation of the proposals and interviews with some or all of the Respondents. However, the City may make preliminary selection(s) on the basis of the original proposals only, without negotiation or interviews with any Respondents. Upon completion of interview(s), if required by the selection panel, the panel will re-evaluate, re-rate and re-rank the remaining proposals in consideration based upon the written documents submitted and any clarifications offered in the interviews.
2. Respondents may not contact members of the selection panel at any time during the evaluation process.

3. In making their selection under this RFP, the City and the selection panel will focus on the submittals and the Respondent interviews, general qualifications and prior history of performance in accordance with the general selection criteria set forth in this RFP.
4. At any phase, the City reserves the right to terminate, suspend or modify this selection process; reject any or all submittals at any time; and waive any informalities, irregularities or omissions in submittals, all as the best interests of the City may appear.

## **B. RFP Process And Sequence**

The following information defines, in general terms, the process to be followed by the City of Tulsa, from the release of this Request for Proposal, through contract execution between the City and the selected Respondent.

1. Issue of Request for Proposal
2. Deadline for submission of written questions
3. Pre-proposal conference – in person or via teleconference
4. Responses provided to questions
5. Proposals due
6. Respondent Interviews
7. Evaluation of proposals
8. Notice of Award
9. Approval by City of Tulsa's Standards, Specifications and Awards Committee (SSA)
10. Contract negotiations
11. Contract Execution

## **C. Respondent Interviews**

The City reserves the right to invite some, or all, Respondents to attend an interview or to make an oral presentation on their proposals, at the time and in the manner specified by the City.

## **D. RFP Evaluation Criteria**

Consultant selection will be made based on the results of the evaluation of the proposals and the Respondent interviews by the selection panel. Submitted proposals will be evaluated based on the following criteria. A maximum of **100 aggregate points** is possible.

1. **0-25 points.** Experience of the Consultant or Consultant team, including the relevant experience of the key individuals who will be assigned to this project, as indicated by prior successful completion of similar projects, including projects in communities with populations similar in size to Tulsa (est. population 390,000).
2. **0-20 points.** Proposed project approach and methodology to meet the stated project objectives and an understanding of project objectives, project issues, and the proposed scope of services.
3. **0-15 points.** Demonstrated ability to work effectively on a complex public project with the participation of multiple stakeholders and broad-based public input, and to bring such projects to successful completion within the constraints of time and budget.
4. **0-10 points.** Demonstrated ability to successfully resolve complex regulatory issues and considerations.
5. **0-10 points.** Respondent's proposed allocation of the project budget to the respective elements of the scope of services.
6. **0-20 points.** Respondent's proposed total costs to deliver items specified in the scope of services.

## **E. Internet Resources**

Respondents are encouraged to visit these websites for additional information.

City of Tulsa:

[www.cityoftulsa.org](http://www.cityoftulsa.org)

City Council:

[www.tulsacouncil.org](http://www.tulsacouncil.org)

Planning Department:

[www.cityoftulsa.org/community-programs/planning.aspx](http://www.cityoftulsa.org/community-programs/planning.aspx)

Indian Nations Council of Governments:

[www.incog.org](http://www.incog.org)

Tulsa Preservation Commission:

[www.tulsapreservationcommission.org](http://www.tulsapreservationcommission.org)

Tulsa Metropolitan Area Planning Commission:

[www.tmapc.org](http://www.tmapc.org)

Tulsa 2010 Comprehensive Plan (PLANiTULSA):

[www.planitulsa.org](http://www.planitulsa.org)

City of Tulsa Zoning Code:

<http://www.incog.org/city%20of%20tulsa%20zoning%20code.htm>

City of Tulsa Subdivision Regulations:

[www.tmapc.org/subregs/Full%20Sub%20Regs.pdf](http://www.tmapc.org/subregs/Full%20Sub%20Regs.pdf)

Working in Neighborhoods (WIN):

[www.cityoftulsa.org/community-programs/neighborhoods.aspx](http://www.cityoftulsa.org/community-programs/neighborhoods.aspx)

Development Services:

[www.cityoftulsa.org/our-city/economic-development/development-services-and-permitting.aspx](http://www.cityoftulsa.org/our-city/economic-development/development-services-and-permitting.aspx)

City of Tulsa Purchasing Department:

[www.cityoftulsapurchasing.org](http://www.cityoftulsapurchasing.org)

## **VIII. PROPOSAL REQUIREMENTS**

### **A. Proposal Organization and Format**

Submit fourteen complete sets (1 original + 12 printed copies + 1 electronic CD or DVD format) of proposals. Proposals should be typed and submitted on 8.5 by 11 inch paper bound securely. Proposals must be organized with headings and subheadings in the order stated in Section VIII.C. below. Each heading and subheading should be separated by tabs or otherwise clearly marked.

### **B. General Submittal Information**

The response to the RFP should be succinct but comprehensive and shall include suggested approaches related to the Respondent's ability to achieve the City's project objectives and scope of services. The Respondent may propose modifications to the suggested scope of services if it believes it will better achieve the project objectives.

The Respondent shall provide a project schedule, identifying beginning and ending dates of work, as well as project target dates.

### **C. Required Submittals**

The RFP sections which should be submitted or responded to are noted in the table on the following pages. **These are required submittals.** Forms marked with an \* are included in this solicitation.

#	SUBMITTALS
1.	Completed, signed and notarized affidavits: <ul style="list-style-type: none"> <li>- NON-COLLUSION AFFIDAVIT (page 28)</li> <li>- AFFIDAVIT OF CLAIMANT (page 29)</li> </ul>
2.	A letter of transmittal that clearly indicates the single contact (principal-in-charge), mailing address, telephone and fax numbers, and e-mail address.
3.	Description of the make-up of the Consultant or Consultant team. Include names of key personnel to be assigned to the project, their role(s) on the project, their titles, experience, and period of service with the team. Indicate the expected role of each of these individuals in the project and the total number of hours budgeted for their work on the project. Also indicate their respective workloads during the anticipated contractual period. Include each individual's experience with completing similar projects, including their understanding of regulatory concepts and issues, drafting of regulations and approach to public involvement. Include a brief statement of the availability of key assigned personnel of the team to undertake the project. Include sub-consultants. Include an organizational chart showing the relationship of the Consultant with the sub-consultants and with the City's Project Manager. Indicate the other major project commitments (current and projected) of the principals and firm(s) involved, the anticipated completion dates for current projects, the anticipated start to finish dates for projected projects, and the staffing capacity for the actual contract, if awarded.
4.	Description of the Respondent's experience in preparing "hybrid" zoning codes that have a combination of form-based and conventional land use-based provisions, as well as experience in preparing a unified code (zoning and subdivision regulations), if relevant to the proposal.
5.	Description of the Respondent's experience in drafting zoning codes for cities of similar size to Tulsa (est. population 490,000).
6.	Description of the Respondent's experience in drafting codes which provide for and promote a sustainable built and natural environment.
7.	Description of the Respondent's proposed approach to the project including the strategy used to achieve the project objectives and the scope of services. Describe the allocation of the project budget by task (time, personnel, etc.). Describe the methods proposed to complete the project. Describe how the work will be completed in an effective, timely, economical and professional manner. The Respondent shall provide a proposed project timeline that

#	SUBMITTALS
	indicates the approximate schedule for completing each of the project tasks described in the scope of services. Submittals should include references to deliverables specified in <u>Section IV. Scope of Consulting Services</u> and its subsequent sub-headings, indicating the manner in which the Respondent proposes to address each element and its respective deliverables.
8.	Describe how the project will be organized and how the Respondent will coordinate with the City staff and TMAPC staff.
9.	The Respondent shall submit fee and reimbursable expense schedules necessary to accomplish items identified in <b>Section IV. Scope of Consulting Services</b> . The fee submittal shall address the all items under <b>Section V. Fees and Expenses</b> . The Respondent shall describe its preferred approach for invoicing and payment such as time and materials, monthly, or milestone completions.

**IX. AWARD**

The City shall evaluate proposals based on those criteria identified in the Mayor’s Executive Order No. 90-08 as factors to be considered in the review of proposals including:

- A. Professional qualifications specialized experienced and technical competence of the firm with respect to the types of service required.
- B. Capacity and capability of the firm with respect to such factors as cost control, quality of work and ability to need schedules.
- C. Record of past performance with the City and other jurisdiction; please provide references.
- D. Proximity to and familiarity with the area of service.
- E. Qualifications and experience of the principals of the firm, managing professional and key staff professionals selected for the project.
- F. Size and experience of the professional and technical staff with respect to the magnitude of the assignment.

- G. Financial standing.
- H. Estimated schedule for completion of the project.

**X. MISCELLANEOUS**

- A. Your response to this RFP and any subsequent correspondence related to this proposal process, if accepted by the City, will be considered part of the contract, if one is awarded to you. By submitting a proposal, you affirm your acceptance of the terms, conditions, and requirements herein.
- B. See the City of Tulsa General Contract Terms attached.
- C. All data included in this RFP, as well as any attachments, are proprietary to the City of Tulsa.
- D. 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.
- E. Your proposal must clearly indicate the legal entity name of the responding organization, including the firm'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 consultant and/or team of consultants assigned to the City account.
- 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. 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](http://www.cityoftulsa.org/OurCity/documents/OpenRecordsActPolicy.pdf)
- H. Further, your company will be bound to comply with the provisions set forth in this RFP unless any and all deviations are explicitly stated in your proposal. The City shall not infringe upon any intellectual property right of any vendor, 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.

- I. The City expects to enter into a written Agreement (the “Agreement”) with the chosen vendor that shall incorporate this RFP and your proposal. 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.



**AFFIDAVIT B: 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: \_\_\_\_\_

TIN: \_\_\_\_\_

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**

## COST SHEET SUMMARY – OPTION A

### OPTION A: Zoning Code Update only

**Please present a summary of each year's fees for Consulting Services:**

Year 1:	# of hours	_____
	Hourly rate	\$ _____
	Year 1 Fees	\$ _____
Year 2:	# of hours	_____
	Hourly rate	\$ _____
	Year 2 Fees	\$ _____
TOTAL CONSULTING FEES		\$ _____

**Please present a total for each year's Projected Expenses:**

Year 1 Expenses:	\$ _____
Year 2 Expenses:	\$ _____
TOTAL PROJECTED EXPENSES	\$ _____

<b>2-YEAR GRAND TOTAL (Fees + Expenses)</b>	<b>\$ _____</b>
---	-----------------

Note: All costs must be included above. Attach additional detail as necessary to support summary above.

## COST SHEET SUMMARY – OPTION B

### OPTION B: Zoning Code Update plus related Subdivision Regulations Update

**Please present a summary of each year's fees for Consulting Services:**

Year 1:      # of hours      \_\_\_\_\_  
                 Hourly rate    \$ \_\_\_\_\_  
  
                 Year 1 Fees    \$ \_\_\_\_\_

Year 2:      # of hours      \_\_\_\_\_  
                 Hourly rate    \$ \_\_\_\_\_  
  
                 Year 2 Fees    \$ \_\_\_\_\_

TOTAL CONSULTING FEES    \$ \_\_\_\_\_

**Please present a total for each year's Projected Expenses:**

Year 1 Expenses: \$ \_\_\_\_\_

Year 2 Expenses: \$ \_\_\_\_\_

TOTAL PROJECTED EXPENSES \$ \_\_\_\_\_

<b>2-YEAR GRAND TOTAL (Fees + Expenses)    \$ _____</b>
---

Note: All costs must be included above. Attach additional detail as necessary to support summary above.

## City of Tulsa General Contract Terms

---

It is anticipated that the City of Tulsa will enter into a contract with the selected vendor for an initial term ending one (1) year from the date of its execution by the City's Mayor, with one (1) one-year renewal available at the option of the City. All contracts entered into by the City of Tulsa shall include, but not be limited to, the following general 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 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.** 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](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. 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. **Minority, Female, and Disadvantaged Business Enterprises and Equal Employment Opportunity.** Contractor shall comply with the terms of Title 5 of Tulsa Revised Ordinances relating to minority, female, disadvantaged and BRIDGE program business enterprise utilization and equal employment opportunity.

**The undersigned agrees to the inclusion of the above provisions, among others, in any contract with the City of Tulsa.**

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

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

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

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

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