City of Tulsa Finance Department

8/20/24

Request For Proposal 25-900

Addendum #2

Please note the following changes which have been made for clarification to this Invitation for Sealed Bid. This addendum must be listed as Addendum #2 on the ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS FORM of the bid package as verification that you have received and are aware of the information contained herein.

QUESTIONS/CLARIFICATION/CHANGES:

QUESTIONS / CLARIFICATIONS

"We just wanted to clarify whether the Deliverables listed on p6 of the RFP were intended to be a list of what is necessary in our response to the RFP, or the expected deliverables at the end of the project? To us deliverables 1-4 read as being at the end of the completed project, whereas deliverables 5-7 felt more like a response to the RFP.

In short: should our proposal contain deliverables 1-7, or should we simply follow the evaluation categories listed on p9 of the RFQ as a structure for our response? "

"Only 5-7 are needed for an RFP response. Otherwise, please focus on the evaluation categories to create a solid proposal based on the project goals."

- Are there any technical constraints that would prohibit an application-centric approach if
 it is demonstrated to better meet the project requirements? (e.g. small downloads,
 bandwidth-friendly, offline support, wider device support, better accessibility, higher
 reliability, etc) No we are open to finding the best way for the broadest audience to
 engage with the exhibits.
- Are you open to additional features such as highlighting local business activity in the experience to drive increased tourism revenue and engagement? Yes.
- Is there anything that would prohibit the experience platform from incorporating
 additional marketing and GTM strategies such as engagement-driven rewards? (e.g.
 providing participants with small rewards based on levels of engagement with the
 experience) We will need to coordinate with Visit Tulsa's existing marketing strategies
 for consistency but generally encourage gamification measures.
- Are there any considerations for accessibility that you would like us to incorporate in the proposed AR experience architecture? (e.g. colorblind support, non-AR fallback modes for those with limited mobility, multi-lingual support, etc.) This could both include for the current version as well as planned architecture that could be laid out for future versions. Our baseline expectation is that you will comply with <u>ADA guidance</u>. Open to all other considerations as feasible within budget that make this experience available to as many different user groups as possible. Interested in seeing future scenarios, even if infeasible within this initial City-funded launch.

"When choosing the locations what is considered Tulsa's Route 66 corridor? Tulsa proper or?"

Anything along these 2 alignments as shown in Attachment A

General

- What is the average number of visitors to these Route 66 sites per year? How many visitors do you expect pre-/post-launch of this project?

We do not have data yet, since most of the presumed sites do not yet have placards, etc. to indicate interest for tourists. Annually, Route 66 tourism contributes <u>approximately \$79M in new in-state wealth</u> to the economy. AAA's Route 66 Road Fest held in June 2024 had 10,000 attendees. This event will be held again in 2025.

Since 2017, <u>Buck Atom's Cosmic Curios</u>, a comparable Roadside Attraction, has had 296.3K visits from 50.8K visitors. Route 66's quirky roadside attractions garner both longer visits and more repeated visits from tourists and locals. The average time that people spent at Buck Atom's is 37 minutes and people visited on average 5.83 times! (Placer.ai data).

- Is there an expected dwell time for this experience per landmark? In other words, is there a minimum duration of content for each landmark that City of Tulsa expects to be produced for each location? No minimum time. Users should dwell for some amount of time, so consider the level of engagement needed to encourage that without creating an overwhelming amount of content.
- Is there a proposed marketing strategy to engage the public? Visit Tulsa will market and maintain the Interactive Experience.

Media Content

- Does the city of Tulsa have any firm expectations about the types of content that should be produced for this experience? Should the AR experience focus on multimedia (images and video), animated 3d models, or text? Are there minimum requirements for how much text to support, or can the experience be purely visual? We would like some text to be supported. Multimedia images should be supported by most mobile devices for inclusivity.
- Are there any specific branding guidelines, color schemes, or design themes we must adhere to in order to align with Tulsa and/or Route 66's existing visual identity? All City of Tulsa logos must match our attached guidelines and receive approval from our Communications team. Otherwise, the branding standards are guidance but not required for this product.
- We understand that the offeror is responsible for researching museum-quality content; however, what archives, collections, or other resources, other than those named in the RFP, can City of Tulsa provide the offeror with to facilitate the production of media? We recommend partnering with a local entity that understands these resources. If you do not have a local representative, please plan to build in time/travel for in-person archival work and/or interviews with local experts.
- What examples of third party integrations does the City of Tulsa expect for this project and how frequent might these occur on a yearly basis? Not able to provide this information at this time.

Software Solution

- Do you have information about the average data download speed near these Route 66 landmarks? Download speeds would impact how complex of an interactive we can propose. No will vary by site. Will provide additional information if it becomes available.
- Is there wi-fi located near these sites, or would most users be expected to download the AR experience through their wireless data connection? Will depend on site. Assume people will need to use wireless. Will provide additional information if it becomes available.
- Is there an estimated budget (even order of magnitude) for annual operating costs? There will be costs for databases, web servers, software licenses, as well as security patches and security updates a ballpark estimate will be helpful in designing a solution that will fit into the annual operating costs. Will provide additional information if it becomes available.
- What kind of accessibility features does the city expect to be included in this project? Compliance with ADA standards for public web/mobile is the minimum standard: https://www.ada.gov/resources/web-guidance/
- Are there any security/privacy features required for this project? (eg: scanning QR, accessing phone cameras): Will provide additional information if it becomes available.

Sign Fabrication

- Can you provide examples of what level of complexity you expect the built monuments / kiosks / signs to be? Will be designed with consultant and fabricated in-house by COT. Expectation is minimal complexity.
- Is there a minimum required size for signage at each location? How many signs should be budgeted at each location? Will depend on location, whether there is existing signage available. Signs will be fabricated and installed by COT. You may include to set aside some of your proposed budget for that purpose as long as your bid for the consulting services is less than \$250k.
- Will the applicant be responsible for the maintenance and upkeep of the physical monuments / kiosks signs and will that be attributed to the ongoing maintenance costs? No. COT to maintain. As with the statement above, you may reserve a portion for maintenance funding if your bid is below \$250k.

CHANGES

Proposal Due Date Was: August 28,2024

Proposal Due Date Changed to: September 4, 2024

SEE COT - LOGO QUICK GUIDELINES - PARTNERS BELOW



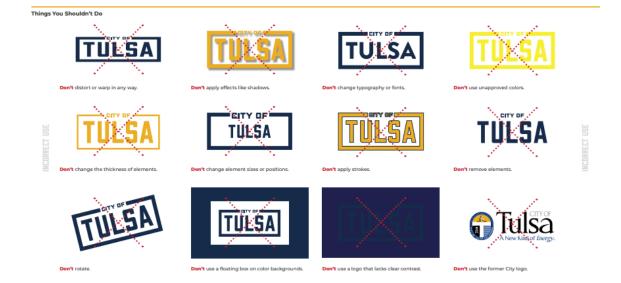








RFP 25-900 | Qualified Technology & Curatorial Consultant | Issue Date: July 12, 2024



8/6/24

Request For Proposal 25-900

Addendum #1

Please note the following changes which have been made for clarification to this Invitation for Sealed Bid. This addendum must be listed as Addendum #1 on the ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS FORM of the bid package as verification that you have received and are aware of the information contained herein.

QUESTIONS/CLARIFICATION/CHANGES:

CHANGES:

Overview and Goals

WAS: This research will provide content for the Technology and Curatorial Consultant to create a series of 20 site-specific, immersive installations that overlay visual or auditory information with the built environment of the Mother Road.

CHANGED TO: This research will provide content for the Technology and Curatorial Consultant to create a series of **up to 20 planned** site-specific, immersive installations that overlay visual or auditory information with the built environment of the Mother Road.

Scope of Work

WAS

8. The Respondent shall draw on curated content to create 20 installations along the Route 66 corridor accessible via mobile devices and web browsers.

CHANGED TO:

8. The Respondent shall draw on curated content to create **up to 20 planned** installations along the Route 66 corridor accessible via mobile devices and web browsers

Deliverables

WAS:

3. Accessible, mobile and web-basedThis product will engage users with Route 66 at 20 sites along the corridor via content assembled through the corresponding architectural and historical research.

CHANGED TO:

3. Accessible, mobile and web-basedThis product will engage users with Route 66 at up to 20 planned sites along the corridor via content assembled through the corresponding architectural and historical research. If you propose fewer than 20 sites, please explain why fewer sites is more strategic for your use of City funds.

Request for Proposal

25-900

Professional Services for: Qualified Technology and Curatorial Consultant, Agency, or Team to Develop an Interactive Route 66 Digital Experience

Department: Department of City Experience: City Design Studio

NIGP Commodity Code(s): 961-04, 918-90, 918-00, 918-76

RFP Schedule

EVENT	DATE
RFP Issue Date	7/12/2024
Mandatory Pre-Proposal Conference Virtual – TEAMS Meeting	Friday, July 26, 2024 10:00AM
Deadline for Questions	08/15/2024
Submit to assigned buyer via email.	10 Days prior to RFP due date
Proposal Due Date	09/04/2024
Mail or deliver to City Clerk address. Proposals are open the day after the due date.	

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

Donny Tiemann, Project Buyer | dtiemann@cityoftulsa.org All questions should be emailed with RFP 25-900 in the subject line.

Submit proposals (sealed) to:

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



I. OVERVIEW AND GOALS:

With this Request for Proposal (RFP), the City is soliciting proposals for a Technology and Curatorial Consultant to develop an extended reality (XR) based, digital storytelling product that enhances the user's experience on Tulsa's Route 66 corridor. Envisioned to engage both local and tourist audiences, this product will be hosted on Visit Tulsa's website and should be compatible with Android and iOS operating systems. Users will scan QR codes or other means of access posted at identified sites along Route 66 that emblematize the unique history of Tulsa, as told through the story of the Mother Road.

To inform development of this technology product, the consultant is expected to conduct significant architectural, historic, and cultural site research along Tulsa's two Historic Route 66 alignments, including but not limited to archival study, interviews, and on-site documentation. This research will provide content for the Technology and Curatorial Consultant to create a series of up to 20 planned site-specific, immersive installations that overlay visual or auditory information with the built environment of the Mother Road. Intended to enrich the user's understanding of their surroundings, this project ultimately will reimagine Route 66 by highlighting history and present-day places, as well as creatively forecast a flourishing future for this corridor. The period of significance is 1926 – 1959, though research may explore materials that pre-date the Mother Road or describe contemporary Route 66 attractions. The boundaries of the research area are shown in Attachment A, which also identifies recent investments on the corridor.

We enthusiastically look forward to receiving Your proposal.

II. BACKGROUND:

Since 2003, City of Tulsa voter approved initiatives have invested in the revitalization of historic Route 66 towards preservation and economic development goals. Efforts include thematic capital projects, neon sign and facade preservation matching grants, and a marketing campaign to present Tulsa's Route 66 assets for tourist audiences. As of this year, Tulsa is legally trademarked as the Capital of Route 66. Today, more than six distinct commercial districts have emerged as home for the current generation of entrepreneurs of art, music, food, and entertainment.

A portion of these public funds were long considered as earmarked for a brick-and-mortar Route 66 museum at a City-owned property at 815 S. Riverside Drive. However, this vision has failed to materialize due to private funding challenges, as well as the challenging topography at this site. Nonetheless, Tulsa's pride as the Capital of Route 66 is embedded at this location, situated at the nexus of Route 66 and the Arkansas River. The adjacent Cyrus Avery Plaza was dedicated in 2008 to portray how Route 66 galvanized growth in Tulsa and complemented the city's ascendency as the Oil Capital of the World. This area features over \$4M 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 midcentury signage from former Tulsa auto motels.

A corresponding RFP seeks proposals for a commercial development at 815 S. Riverside, offering up to \$4.5M in incentives to create an economically viable project. A new, placemaking Roadside Attraction public artwork at this site will also be selected in August.

This area is also a designated point of departure for the Interactive Route 66 Digital Experience ("Interactive Experience") due to the density of Route 66 attractions in this area. This experience will invite tourists and locals alike to a citywide extended reality display, comprised of content researched and assembled through extensive local curation. Research, photographs, moving images, recordings, and written narrative will result in documentation that captures and portrays the historical significance of sites, people, and architecture along Route 66.

The Interactive Experience is envisioned as a series of site-specific, multi-media monuments that tell the story of Route 66 utilizing extended reality. This series of installations will immerse participants in Mother Road lore by overlaying layers of visual or auditory information integrated with the built environment. Intended to enrich the user's understanding of their surroundings, this Interactive Experience will reimagine the urban fabric of Route 66 as a flourishing corridor via digital storytelling.

Nationally, peer cities and organizations are creating comparable, technology-enabled digital installations that interact with local history. A few examples include:

- Buffalo Olmstead Parks Conservancy: This organization created a digital exhibition to highlight Frederick Law Olmstead's <u>work</u> in Buffalo parks, including now-demolished structures.
- Charlotte: The city of Charlotte, North Carolina launched an <u>AR project</u> that reconciles imagery of Black neighborhoods destroyed by 1960s urban renewal projects with these areas today, highlighting the persistent legacies of systemic racism.
- Mapping Ararat: This project uses <u>speculative imagery</u> to consider what Grand Island, New York would look like today if an 1825 plan to transform this area into a city of Jewish refuge had materialized.

Considering these examples as inspiration, this Interactive Experience will tell the story of Route 66 in Tulsa mediated by an engaging, intuitive technological interface.

III. TIMELINE:

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

EVENT	DATE
RFP Issue Date	07/12/2024
Pre-Proposal Conference	07/26/2024
Deadline for Questions	08/15/2024
PROPOSAL DUE DATE	09/04/2024
Begin proposal evaluations	09/05/2024

Interviews with Respondents (anticipated)	09/10/2024
Proposal Award Recommendation	09/19/24
Negotiations with apparent successful Respondent begin (anticipated)	09/20/2024
Execute contract (anticipated)	10/09/2024
Begin service delivery (anticipated)	10/14/2024

IV. SCOPE OF WORK:

- 1. The Respondent shall meet with City of Tulsa representatives to understand curatorial expectations and how content will interface with a proposed technology product. The Respondent will work directly with members of the Route 66 Commission (created by executive order in 2016 to support and continue efforts for promotion and development along historic Route 66 in Tulsa) to develop a research plan that focuses on local resources and interviewees. It is critical that this in-depth curatorial research guides product development. The Respondent shall engage and review locations and materials suggested by or owned by stakeholders including but not limited to the Route 66 Commission, Tulsa Foundation for Architecture, Tulsa Historical Society, Tulsa Public Library, the State Historic Preservation Office (SHPO) and the locally owned Beryl Ford photo collection.
- 2. The City shall have access to all materials. The Respondent shall submit a first draft and a final draft of the research documentation, other mediums, including photos for review by the City and Route 66 Commission. The Respondent will be responsible for the completion of revisions requested by the City.
- 3. To minimize duplication, the Respondent shall review the content of 33 sites completed previously for a separate and completed citywide capital project called, "Information Road Signs." Information will be supplied by the City to the successful Respondent.
- 4. The Respondent shall document locations in the research areas regardless of age, condition, or extant structures. Minimum recording includes the compilation of available research material, film, audio, or photo representations sufficient for reproduction.
- 5. Locations shall be significant prior to 1959, and the specific timeline of significance is 1926 1959. All locations must be on Route 66. However, Respondent may also explore materials that pre-date the Mother Road or describe contemporary Route 66 attractions to supplement historic research on specific sites. Location and source information should be included for all media.
- **6.** Respondents will be responsible for any trademark or copyright authentication and permission documentation.

- 7. The Respondent shall establish goals and a timeline for product development. Over the duration of this project, the Respondent shall meet with City staff as needed to discuss project direction at major milestones determined during timeline development.
- **8.** The Respondent shall draw on curated content to create up to 20 planned installations along the Route 66 corridor accessible via mobile devices and web browsers. Installations may be part of the following categories:
 - Resurrecting Roadside Relics: historic images, sounds, moving images, and narrative that allow a user to visualize the lost grandeur of demolished structures or empty facades. This content should tell the story of the selected site by depicting an event, describing a place, or sharing perspectives and oral histories from past residents. Though the focus of this project is Route 66, respondents may also include materials that depict the area before Route 66's construction, including native ecosystems, indigenous communities, agriculture, or pre-vehicular transportation, such as trolleys or carriages.
 - Celebrating Current Attractions: content that activates today's commercial corridor. Sites may highlight districts of local businesses, activate public art and neon signage, or discuss a recent development area that would strengthen the user's connection to Route 66 as it exists today.
 - Reimagining the Mother Road: curatorial content may also imagine the future of this corridor and animate existing places. Sites may show the launch of Buck Atom's rocket, insert a new sculpture, or depict a transitoriented future with a Bus Rapid Transit line supplanting car traffic.
- 9. The Respondent shall work with Visit Tulsa staff and web consultants to create a product and develop a brand compatible with and to be hosted on Visit Tulsa's CMS (Content Management System). No Application Programming Interface is required.
- 10. The Respondent shall consider the customer experience and user journey above all, reducing response and wait times and proposing innovative way to engage users, prospectively including projection mapping, gamification strategies, 360-degree views, 3D modeling, live animation, and embedded opportunities for social media sharing.
- **11.** The Respondent shall consider this work an initial phase of similar, future installations that celebrate Tulsa and create a format malleable to editing existing installations and adding new sites as additional funding becomes available.
- 12. The Respondent shall focus on creating an accessible product, compatible with Android and iOS operating systems. Because XR products are frequently ineffective on mobile devices with limited data, proposals should consider digital inclusivity and how the ultimate product can be utilized on devices with limited interfaces or 5G access.
- **13.** Respondents shall also consider how to ensure the longevity of this product and create opportunities for "futureproofing" as feasible.

14. Respondents should consider the product as an economic development initiative that invites users to spend time and dollars on the Route 66 corridor. Product should have capacity to interface with 3rd party entities that may sponsor future content.

V. DELIVERABLES:

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

- A portfolio of historic and cultural content targeting tourist consumption and production resolution quality for geographically identified locations along Tulsa's historic Route 66 alignments. Respondent will ensure that content matches formatting and quality requirements for the ultimate storytelling product. Respondent shall develop a standardized template that summarizes and organizes key information about all materials.
- 2) A map showing all locations identified in the research process regardless of whether the location is one of the final twenty selected.
- Accessible, mobile and web-based product that creates an interactive experience for users, accessible via QR code or other means. This product will engage users with Route 66 at up to 20 planned sites along the corridor via content assembled through the corresponding architectural and historical research. If you propose fewer than 20 sites, please explain why fewer sites is more strategic for your use of City funds.
- A report that serves as a manual for Visit Tulsa and City staff on operating this product. Information should include how the product can be edited as needed by Visit Tulsa staff to respond to website updates, new mobile operating systems, and expand to include additional sites along Route 66.
- 5) A budget to create this product, as well as projected budget for operations following the initial launch. While the City of Tulsa can only contract with an entity for one year, Respondent should include an estimate for any additional ongoing operations, including any potential expansion scenarios for this product. Overall costs for product development may not exceed \$300,000, but operational estimates are not required to be included in that amount. Rather, the estimate will provide Visit Tulsa an understanding of anticipated costs to host the Interactive Experience moving forward.
- 6) A timeline for project completion.
- 7) List of relevant qualifications and experience, including links to any comparable work hosted on a website.

VI. PERFORMANCE METRICS AND CONTRACT MANAGEMENT:

Performance Metrics

The City will develop performance metrics with the awarded Respondent. These performance metrics will highlight key priorities that will be analyzed with the awarded Respondent collaboratively during the life of the contract. The City looks forward to working with the awarded Respondent to define these important performance metrics during contract negotiations.

The final set of performance metrics and frequency of collection will be negotiated by the City and the awarded Respondent prior to the finalization of an agreement between parties and may be adjusted over time as needed.

Performance Metric	Data Source	Data Collection Frequency	Data Collection Responsibility

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

VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL:

A. Proposals must be received by 5:00 p.m. on Wednesday, September 4, 2024, Central Daylight Time. Please place proposals in a sealed envelope or box clearly labeled "RFP 25 - 900, Qualified Technology and Curatorial Consultant, Agency, or Team to Develop an Interactive Route 66 Digital Experience".

Proposals received late will be returned unopened.

- B. Interested Respondents should submit:

 One (1) unbound original and three (3) bound copies 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. 2nd 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 <u>via e-mail</u> and must be received prior to the end of the business day on **Thursday**, **August 15**, **2024**.

Donny Tiemann, Project Buyer dtiemann@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 2nd Street, 2nd 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).

The selection committee will include a representative from Visit Tulsa, as well as City staff and a Route 66 Commissioner. Other Route 66 stakeholders may also be included on the selection committee.

All Bids will be evaluated using the following criteria:

Category	Total Points	What Would a Top Score Look Like?
Qualifications and Experience	20	Relevant project experience as demonstrated through portfolio.
Curatorial Approach	20	Thoughtful understanding of local research resources, methods, and practices to assemble site-specific content.
Interactive Technology Design	30	Intuitive, compelling, engaging technology platform that connects users to Route 66.
Budget & Timeline Proposal	10	Clear explanation of costs and labor required to create the Interactive Experience.
User Experience	20	Ease of navigation and access for causal and skilled technology users, and consideration of digital inclusivity.

The City of Tulsa also reserves the right to evaluate based on the full list of eligible criteria listed in <u>Title 6</u>, <u>Chapter 4</u> of the Tulsa Revised Ordinances (TRO): https://library.municode.com/ok/tulsa/codes/code of ordinances.

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 chosen Respondent's 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. For specifics on the Oklahoma Open Records Act, see the link here: https://libraries.ok.gov/law-legislative-reference/library-laws/statutes-open-records/.
 - The 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.

RFP 25-900 | Qualified Technology & Curatorial Consultant | Issue Date: July 12, 2024

J. **Payment.** Invoices should be e-mailed to the City of Tulsa – Accounts Payable at: apinvoices@cityoftulsa.org. Payment will be made net 30 days after receipt of a properly submitted invoice or the City's Acceptance of the Supplies or Services, whichever is later.

Each invoice must be fully itemized, identifying Supplies provided and/or Services performed, and must bear the purchase order number assigned by the City.

The purchase order number shall appear on all invoices, packing lists, packages, shipping notices, instruction manuals and other written documents relating to the Supplies or Services. Packing lists shall be enclosed in each and every box or package shipped pursuant to this Agreement, indicating the content therein.

K. 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
Auto Liability, each occurrence	\$1,000,000.00
Workers' Compensation	(Statutory limits)

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

RESPONDENT INFORMATION SHEET

Respondent's Legal Name: (Must be Respondent's company name as reflected Respondent is organized)	d on its organizationa	al documents, filed with the state in wh	ich
State of Organization:			
Respondent's Type of Legal Entity: (classification Sole Proprietorship Partnership Corporation Limited Liability Company	☐ Limite ☐ Limite ☐ Limite	ed Partnership ed Liability Partnership ed Liability Limited Partnership ::	
Respondent's Address:	City	State	Zin Codo
Street	City	State	Zip Code
Respondent's Website Address:			
Sales Contact:		Contact for Legal Noti	ce:
Name:		Name:	
Title/Position:	Title/Position:		
Street:		Street:	
City:		City:	
State:		State:	
Phone:	Phone:		
Email:		Email:	
How did you learn about this bu	isiness anna	rtunity with the City of I	Tulea?
 □ Email from Assigned Buyer □ City of Tulsa Website □ Tulsa World posting □ Purchasing search engine □ Industry colleague □ Other: Click or tap here to enter 		tainty with the oity of t	alou :

Price Sheet Summary

(Must be Respondent's company name as reflected on its organizational doc Respondent is organized)	cuments, filed with the state in which
Please present a proposed fee for the Developmen Experience.	t of an Interactive RT 66 Digital
Proposed Fee Total:	\$
Estimate of Ongoing or Expansion Costs:	\$
By signing here, I affirm that these prices are my for inclusion of City of Tulsa's general contract terms at Appendix A in any contract with the City of Tulsa.	
Company Name:	Date:
Signature:	
Name Printed:	
Title:	

AFFIDAVIT

NON-COLLUSION, INTEREST, AND CLAIMANT

STATE	OF		
COUNTY OF)ss.			
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:		
Subscr	ibed and sworn to before me thisday of, 20		
Notary	Public		
My Cor	nmission 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).

Sign Here ▶

Printed Name:

Title:

THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK

Date:

APPENDIX A – City of Tulsa General Contract Terms

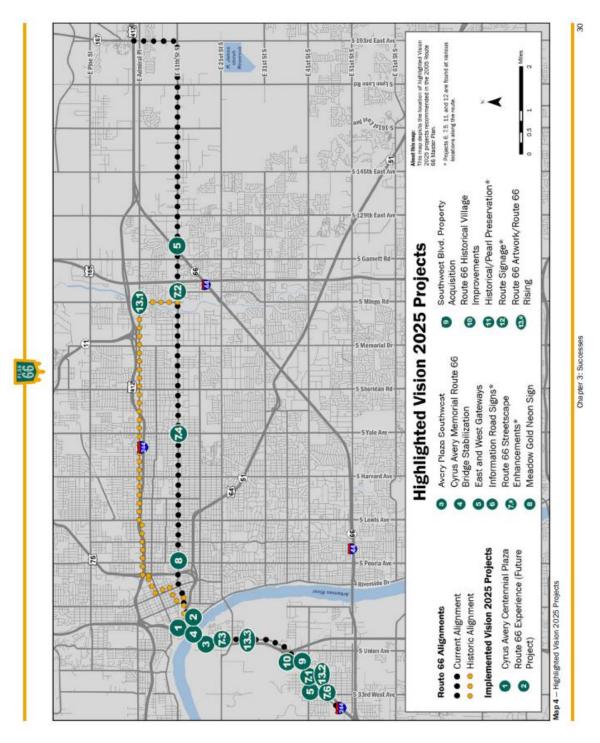
It is anticipated that the City of Tulsa will enter into an Agreement with the selected Respondent ("Seller") for an initial term ending one (1) year from the date of its execution by the City's Mayor, with four (4) one-year renewals available at the option of the City. Contracts entered into by the 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 1st to June 30th) in which such Services are purchased. In the event City does not appropriate or budget sufficient funds to perform this Agreement, this Agreement shall be null and void without further action by City.
- 2. No Indemnification or Arbitration by City. 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.

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- 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.

Attachment A



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:

Additional Information (Optional)

RESPONDENT CHECKLIST		
RESPONDENT DOCUMENTS	INCLUDED?	
Cover Letter		
Proposal Narrative (To Include Requirements as listed on page 3-8)		
Respondent Information Sheet (Required Form)		
Price Sheet Summary (Required Form)		
Affidavit (Non-Collusion, Interest & Claimant) (Required Form)		
Acknowledgement of Receipt of Addenda (Required Form)		

Please Return Entire RFP Packet

PACKING LABEL

FROM: [Name]

[Respondent's legal name] [Street Address] [City, State, Zip Code]

City of Tulsa - City Clerk's Office

175 East 2nd Street, Suite 260 Tulsa, OK, 74103

Respondent Submission For:

RFP# 25-900

RFP DESCRIPTION: Qualified Technology & Curatorial Consultant, Agency, or Team to Develop an Interactive RT 66 Digital Experience

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.