

**REQUEST FOR PROPOSALS FOR PROFESSIONAL CONSULTANT
SERVICES TO DEVELOP AN ANALYSIS OF LAND USES, BOTH
CURRENT AND PROPOSED, AND LEASING AND MARKETING
STRATEGIES FOR THE BRICKTOWN ENTERTAINMENT DISTRICT IN
DOWNTOWN OKLAHOMA CITY**

I. THE SOLICITATION

The City of Oklahoma City, hereinafter referred to as the City, invites the presentation of written proposals for consulting services to:

- a. Develop an analysis of existing land uses within the district and proposed land uses, such as the quality of entertainment, retail, residential and office, and the viability of the district's long term success; and
- b. Provide an analysis on the appropriate direction Bricktown development should take to ensure long-term success, i.e.: entertainment uses (mostly restaurants, clubs, bars) versus the inclusion of mixed uses (restaurants, clubs, office, retail, residential). Such strategy shall include the adaptive re-use and build-out of the upper floors of the existing buildings; and
- c. Evaluate the Bricktown real estate market and provide an analysis on retail and office leasing obstacles; and
- d. Provide a determination of lease rates currently charged in the district versus the national average and the difference, if any, between national and local tenants.

For complete scope of services, see **Attachment A**.

II. BACKGROUND

The City Of Oklahoma City is seeking a professional consultant to develop an analysis of land uses, both current and proposed, and leasing and marketing strategies to provide for long-term success for the Bricktown Entertainment District in downtown Oklahoma City. Over the last several years, the City has invested over \$400 million in public dollars into catalyst redevelopment initiatives in the downtown district, including Bricktown. The success of this investment has, in part, resulted in hundreds of millions of dollars of private sector investment within the same area.

Consequently, downtown, and more specifically Bricktown, has experienced a dramatic increase in visitors, regularly experiencing catalyst events, such as concerts, basketball and baseball games, as well as more convention visitors, all in addition to typical Bricktown users who frequent the vibrant restaurant and club scene, retail and multiplex cinema. The Consultant will be expected to provide an analysis of the existing land use development, identifying factors such as the compatibility of a mix of entertainment, retail and residential uses, and a strategy for future development, ensuring long-term success and viability of the district, and then based on this analysis, present a report with recommendations that should be taken.

Downtown Vision

City leaders, downtown stakeholders and property owners, and the broader community have a collective vision for downtown that is driven by the development of a vibrant 24/7 environment. This downtown, including Bricktown, will offer a wide range of employment, living, retail, dining, arts, culture and entertainment options that in combination ensure a sustainable community and economy. Downtown and Bricktown will have a diverse workforce and residential population, and will offer attractions and amenities that appeal to all members of the Oklahoma City metro community. Outside visitors, as well, will leave with the intention to return. Bricktown will be an attractive, safe and easily trafficable environment, with an emphasis on pedestrian accessibility. In short, the City seeks to ensure Bricktown develops to its full potential.

Recent Downtown Development Activity

Downtown Oklahoma City has undergone a significant renaissance over the last ten years, with investment totaling over \$1 billion, and at least another \$1 billion planned. Most of this has been driven by the MAPS projects (Metropolitan Area Projects), a sales tax funded capital works program involving nine projects focused on the downtown area. Some of the projects included a new 20,000-seat sports/entertainment arena, located near Bricktown, expanded convention facilities, a canal through the City's Bricktown warehouse district, and a new 13,000-seat Triple-A ballpark, located within Bricktown. All of the projects are complete and as a result, downtown Oklahoma City has undergone a significant economic resurgence. A 2004 economic impact study commissioned by the Greater Oklahoma City Chamber of Commerce estimates total additional development to be in the order of \$600 million, with an additional \$1.1 billion in the planning stages. A significant portion of this development has been driven by the MAPS projects.

Development of downtown housing is also one of the City's highest priorities. A recent housing study (CDS, July 2005) estimates demand for approximately 7,500 rental units and 4,500 for-sale units in the downtown area. There are currently 16 housing projects with approximately 1,600 units, either under construction or announced, within the downtown area, with one project within Bricktown and several others being constructed adjacent to Bricktown.

The private sector has responded to public investment with several new hotels (five opened within the last five years with another having recently broken ground in Bricktown), a new Art Museum, a 16-screen cinema complex (in Bricktown), and a host of new dining venues. The downtown market is moving further upscale as new restaurants cater increasingly to a more affluent market. Continually, there is noteworthy talk about the future of downtown and Bricktown, and a considerable amount of real estate has changed hands in the last few years. Property values have risen substantially in parts of downtown, especially Bricktown, however, they still remain low relative to national markets. Investment opportunities remain significant, and the City is regularly reviewing new expressions of interest from the development sector.

Supporting Data

The following recent studies can be used to assist in understanding the context for this requested study. These studies are available in an electronic version.

- Downtown Oklahoma City Strategic Action Plan 2010 (April 2003). *Available at www.okc.gov*

- Downtown Housing Demand Study - CDS Market Research/Spillette Consulting (7/2005). Available at www.downtownokc.com
- Impact Analysis of MAPS and other significant Central City Investments – Oklahoma City Chamber of Commerce (12/2005). Available at www.okcchamber.com
- University of Oklahoma Health Sciences Center Expansion (2006, Miles and Associates [non-City plan])

Additionally, the following are ongoing consulting projects that may have an impact on the development of Bricktown. *The consultant should be familiar with these projects and when necessary, coordinate with consultants working on the appropriate project.*

- Bricktown Parking Analysis (ongoing, Desman Associates)
- Core to Shore/I-40 Relocation Project (ongoing, URS)
- Downtown Streetscape Master Plan (ongoing, EDAW, Inc.)

For assistance in locating these studies, contact Terry Taylor, Oklahoma City Planning Department, and 420 West Main Street, Suite 900, Oklahoma City, Oklahoma, 73102; Phone (405) 297-2576.

Study Area

The Study Area encompasses an area commonly known as Bricktown, and is defined within an area between the BN&SF Railroad on the north, I-40 on the south, Lincoln Boulevard on the east and E.K. Gaylord Boulevard on the west (see attached map).

The Study Area is a mixed-use area, comprised mostly of an assortment of early 20th century industrial brick warehouses. Several of the buildings were constructed just after 1900 and are in use today. The buildings, as well as parts of the streets, are made of familiar deep red brick.

Since the 1980's, Bricktown has evolved into a major tourist attraction, providing both residents and visitors a variety of entertainment options. Destinations include the Bricktown Ballpark, the Bricktown Canal, the Harkins Theater, and a variety of restaurants and clubs. Most recently, residential is being provided in the form of condominiums in Lower Bricktown, south of Reno Avenue.

Plan Development Process

The Consultant will work under the direction of the Oklahoma City Planning Department, with assistance from Downtown Oklahoma City, Inc., the Bricktown Association, and the Greater Oklahoma City Chamber of Commerce.

III. SCOPE OF SERVICES

See Exhibit A, attached.

The Planning Department will assist the consultant by providing logistical support as needed to facilitate performance of the Scope of Services. Logistical support shall entail organization of meeting space and times, contacting meeting participants, distributing documents, and other services as may be negotiated during the Contract execution phase.

IV. THE PROPOSAL

One (1) original and ten (10) copies of the proposal, as described herein and subject to the conditions herein, shall be submitted by each proposer to the Office of the City Clerk, Municipal Building, 200 North Walker Avenue, Oklahoma City, Oklahoma, 73102 **by 4:00 p.m. C.S.T. on March 4, 2008**. Upon receipt, the City Clerk shall time stamp the proposal. Proposals not timely received in the City Clerk's office shall not be considered and shall be returned unopened.

The proposal must be typed or clearly legible so as to convey to the City the proposer's ability to undertake the required services. The proposer is also required to provide evidence, in the form of previously published materials or the like, that demonstrate the proposer's capacity to work with stakeholders through appropriate forums in the evaluation of downtown economic conditions, and the development of options for future redevelopment. The City reserves the right to thoroughly investigate the experience and record of the proposer.

Failure to submit detailed information will justify rejection of any proposal submitted hereunder.

Should the proposer find a discrepancy in, or omissions from the information and the description of the solicitation as herein contained, or should it be in doubt as to its meaning, the proposer shall at once, and not later than ten (10) days prior to the closing date for receiving proposals, notify the City Manager in writing. The City Manager will, at his discretion, thereupon send a written instruction and/or clarification to all proposers in the form of an addendum to the Proposal Documents. *THE CITY WILL NOT BE RESPONSIBLE FOR ANY ORAL INSTRUCTION*. Questions regarding this proposal shall be directed to Terry Taylor, Urban Redevelopment Specialist, Oklahoma City Planning Department, 420 W. Main, 9th Floor, Oklahoma City, Oklahoma 73102, (405) 297-1766, terry.taylor@okc.gov.

The proposal must be presented in a sealed envelope addressed to the Office of the City Clerk with the words "Bricktown Land Use Analysis" plainly written on the face of the envelope. The name and address of the proposer submitting the proposal must also appear on the face of the envelope.

Addenda: Any addenda to the solicitation issued by the City Manager during the time of solicitations for proposals will be considered a part of these documents. Addenda will be furnished to each recipient of these Proposal Documents. The proposer must acknowledge receipt of such addenda.

Copies of the City Guidelines and Procedures relating to Requests for Proposals may be obtained from the Office of the City Clerk, Municipal Building, 200 North Walker Avenue, Oklahoma City, Oklahoma, 73102.

V. PROPOSER SHALL PROVIDE

At minimum, the Proposer shall provide in support of a submitted proposal:

1. The name, resume and background of the managing professional and other key

- individuals, affiliates, and subcontractors to be associated with the services;
2. A description of the ability and capacity of the proposer, the management structure, and the procedures and practices for management of the engagement;
 3. A description of past performance and references on similar services;
 4. An estimate of the man hours and timelines to perform each task or service and to complete all tasks and services; and
 5. A statement of billable fees for the services for each member of the proposer's team; an estimate of reimbursable expenses; and a not to exceed total for all fees and expenses.

VI. CLARIFICATION

The City reserves the right to request clarification of information submitted and to request additional information from any or all of the proposers.

VII. DISQUALIFICATION OF PROPOSALS

More than one proposal under the same or different names from any one proposer will not be considered. Reasonable grounds for believing the proposer is interested in more than one proposal will cause the rejection of all proposals in which the proposer is interested. One or more or all proposals will be rejected if there is reason for believing that collusion exists among proposers.

A Proposal will not be accepted from any proposer who is in arrears or is in default to the City upon any debt or contract, or who is a defaulter as surety or otherwise upon any obligation to the City, or has failed to perform faithfully any previous contract with the City.

VIII. PROPOSALS TO BE RETAINED

No proposal may be withdrawn for a period of thirty (30) days after the scheduled time for receipt of proposals pending execution of a Contract with the successful proposer.

IX. PROPOSERS RESPONSIBLE FOR THE PROPOSAL

The proposer shall carefully examine the terms of the proposal documents and minimum requirements, and shall judge for itself all of the circumstances and conditions affecting its proposal.

X. INDEMNIFICATION

To the maximum extent permitted by law, the Consultant shall be liable for and shall hold the City of Oklahoma City harmless from all damage or injury caused to persons or property arising out of the performance of any contract resulting from this Request for Proposals. The Consultant shall agree to assume the defense of the City and their officers and employees in all legal proceedings with third parties connected with the Consultant's performance under this Contract, and to pay all expenses, including court costs and reasonable attorney's fees, incurred by the City directly, or indirectly on account of such legal proceedings.

The Consultant's obligations hereunder are expressly conditioned upon the City's provision of notification to the Consultant of any pending such claim or suit, the City shall cooperate with the Consultant in its handling of any such claim or suit to the extent their interests do not conflict. In no event shall the Consultant be obligated to indemnify or hold the City harmless with respect to any liability caused by the sole negligence of the City.

XI. RIGHT TO ACCEPT OR REJECT PROPOSALS

The City reserves the right to accept or reject, in part or in entirety, any or all proposals for any reason, to cancel in part or entirety the Request for Proposals, to readvertise for new proposals, and to waive minor irregularities and informalities.

XII. WITHDRAWAL OF SELECTION

The City reserves the right to withdraw its selection of a proposer without any liability to the City at any time before the Contract has been fully executed by all parties and approved by the City.

XIII. PROPRIETARY INFORMATION

All material submitted to the City becomes public property and is subject to the Oklahoma Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at the time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the District Court. If the Proposer fails to identify proprietary information, he agrees that by submission of his proposal that those sections shall be deemed non-proprietary and available upon public request. Notwithstanding this provision, Proposers must not identify the entire proposal as proprietary.

XIV. NO PROPOSAL COMPENSATION

No proposer will be compensated for submission of a proposal or for any time or services provided as part of the proposal, evaluation or negotiation process.

XV. PROPOSAL EVALUATION

In selecting the best proposal for the tasks to be accomplished as defined in the Scope of Services, a Selection Committee shall evaluate all proposals submitted, and may elect to conduct oral interviews with two or more finalists unless the Selection Committee can make its selection based on the proposals submitted.

The Selection Committee shall evaluate the proposals based on the following criteria:

1. Experience and Skill. Must demonstrate fully the proposer's experience with parking studies, particularly with respect to downtown urban environments; assessment and analysis of existing conditions including parking fees and costs; and the ability to

develop a strategic approach for parking management implementation.

2. Project Capability. Must demonstrate capability to perform required services by specified completion date.
3. Professional Qualifications. Must provide relevant experience and qualifications for all persons that will be actively engaged in the project.
4. Record of Past Performance. Must demonstrate experience in successful performance of similar tasks. Proposer will be required to illustrate how projects were successful and how these experiences are salient to successful fulfillment of the requirements of this contract. Examples of previous relevant work and references may be requested.
5. Schedule. Must include a schedule for the completion of requested contract duties.
6. Compensation. Proposed compensation for each major element of the contract.

The City may request the submission of additional information to assist in its evaluation of the proposals, and the proposer will be expected to cooperate fully with such a request. The City reserves the right to reject any or all proposals.

XVI. SCHEDULE OF PERFORMANCE

All contracted work shall be completed and submitted no later than 90 days after the contract has been awarded, unless such term is modified by written agreement between the City and the Consultant.

XVII. CONTRACT

Upon selection of a proposal for services, a Professional Service Contract shall be prepared, fully executed and encumbered before work is initiated. The contract may contain or incorporate the following:

- standard clauses;
- scope and nature of services;
- non-collusion affidavit;
- certificate of non-discrimination;
- business relationship affidavit;
- a requirement for insurance on City forms or forms acceptable to the City Manager;
- a requirement to keep records and a right to audit;
- a description of claim payment procedures and requirement to create and keep necessary records to support such claims;
- a statement making all working papers, reports, documentation, and products the property of the City;
- a description of the responsibilities of all parties;
- timelines and deadlines for completion of tasks and services;
- type, content and frequency of reports to be submitted;
- method, schedule and total amount of fees and payments, which may include

- payments related to specific tasks or services;
- procedures for resolving disputes (the resolution of such disputes shall be governed by Oklahoma Law and any action shall be brought in a court of competent jurisdiction, state or federal, located in Oklahoma County, Oklahoma);
- procedures for amending or terminating the contract or any task or services therein;
- a requirement that all authorizations and approvals have been or shall be obtained from the holders of patents, trademarks, copyrights, licenses or other rights;
- a requirement for indemnification and legal representation of the City, its trusts, officers, agents and employees for acts and omissions of the Consultant;
- a clause for inclusion by reference of the RFP, the proposal, and the representations of the proposer into contract and a statement of the order of precedence should the terms, provisions or conditions thereof conflict;
- a requirement for insurance naming the City as additional insured and evidenced by a certificate of insurance on a form approved by the City Manager; and
- a right of the City to terminate the contract upon notice with or without cause.

All contracts shall be submitted to the Municipal Counselor's Office for review and approval. The Municipal Counselor's Office will forward the contract documents to the City Manager for inclusion on the formal docket for final approval or rejection by the City Council. The memorandum to Council shall include number of RFP's obtained by firms and the number of firms submitting proposals.

Any document may be waived or amended as a part of contract negotiation subject to approval or ratification of the written contract by the City Council. However, should a requirement or document be imposed by law (for example a grant or federal requirement) then such requirement or document may only be waived as permitted by law. Proposers shall further be required to bring to the City's attention in the Proposal any exceptions to these requirements.

Attachment A
SCOPE OF SERVICES

BRICKTOWN LAND USE ANALYSIS

PROJECT SCOPE

The **Study Area** is depicted in **Attachment A-1**, and is defined as an area between the BN&SF Railroad on the north, I-40 on the south, Lincoln Boulevard on the east and E.K. Gaylord Boulevard on the west (see attached map).

The Study Area, commonly known as **Bricktown**, is a mixed-use area, comprised mostly of an assortment of early 20th century industrial brick warehouses. Several of the buildings were constructed just after 1900 and are in use today. The buildings, as well as parts of the streets, are made of familiar deep red brick. Since the 1980's, Bricktown has evolved into a major tourist attraction providing both residents and visitors a variety of entertainment. Destinations include the Bricktown Ballpark, the Bricktown Canal, the Santa Fe-Amtrak Station, and a variety of restaurants and clubs. Most recently, residential is being provided in the form of condominiums in Lower Bricktown, south of Reno Avenue.

The purpose of this study is to provide the City an appropriate land use strategy to ensure, as much as possible, the long-term success and viability of the Bricktown Entertainment District. The final product of this exercise should be a thorough analysis and study of suitable types of land-uses needed for sustained growth of the district, including the compatibility of specific land uses, and a real estate market analysis defining current obstacles for successful development and how to overcome those obstacles. The study should outline the current type of land use development and determine the type of land use development important to maintaining an economically successful and safe district. The study should provide direction for both public and private entities and the appropriate roles each play in the development and marketing of such districts.

SCOPE OF CONSULTANT SERVICES

Professional Services shall include, but not necessarily be limited to:

- Develop an analysis of existing land uses within the district and proposed land uses, such as the quality of entertainment, retail, residential and office, and the viability of the district's long-term success.
- Provide an analysis on the appropriate direction Bricktown development should take to ensure long-term success, i.e.: entertainment uses (mostly restaurants, clubs, bars) versus the inclusion of mixed uses (restaurants, clubs, office, retail, residential). Such strategy shall include the adaptive re-use and build-out of the upper floors of the existing buildings.
- Evaluate the Bricktown real estate market and provide an analysis on retail and office leasing obstacles.
- Provide a determination of lease rates currently charged in the district versus the national average and the difference, if any, between national and local tenants.

- Provide a block-by-block analysis of highest and best land uses for existing buildings and undeveloped sites.
- Provide an analysis of compatible and appropriate land uses and how the careful selection of land use/tenant impacts surrounding properties.
- Provide final report and data in both hard copy and electronic/graphic format.

