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City of Tulsa  
RFP 07-101

Request for Proposal  
for  
Professional Building Management of the  
One Technology Center

Issued On: November 2, 2007

Responses Due: November 14, 2007

## **Introduction**

The Tulsa Public Facilities Authority purchased an office building known as One Technology Center (OTC) in Tulsa Oklahoma on September 24, 2007 to be used for City of Tulsa offices. The City is soliciting proposals from professional office management operators qualified to manage OTC as a “Class A” office building.

### **INSTRUCTIONS FOR SUBMITTING PROPOSALS:**

1. Responses are due by 5:00 pm on Wednesday, November 14, 2007 and must be delivered sealed to:  
City Clerk’s Office  
City of Tulsa  
200 Civic Center  
City Hall, Suite 109  
Tulsa, Oklahoma 74103
  
2. Inquiries requesting clarification regarding the Request for Proposal or the content therein must be made in writing to Larry Hood, Purchasing Agent, via e-mail at [lhood@ci.tulsa.ok.us](mailto:lhood@ci.tulsa.ok.us) or fax at 918-699-3169, and must be received prior to the end of the business day on November 9. 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 in an e-mail reply. If any questions result in changes or additions to the RFP, the changes or additions will be forwarded to all registered Respondents as quickly as possible, by addendum. **Respondents must register via e-mail with the Purchasing Agent to ensure receipt of any addenda.** Respondents should not contact the Mayor, members of her staff or any City employee other than Mr. Hood regarding this RFP.
  
3. Respondents shall designate a single contact person, with appropriate contact information, to address any questions concerning a proposal. Respondents shall also state the name and title of individuals who will make final decisions regarding contractual commitments and have legal authority to execute a contract on the Respondent's behalf. A document shall be provided showing those individuals within a firm with the legal authority to sign contractual commitments. Respondent shall also provide a detailed resume or summary of each team members’ relative experience working on similar type of projects.
  
4. Proposals must address the following concerns as they relate to the management of a multi-tenant, Class A, office building:
  - a. Experience over the past 5 years with similar “Class A” office buildings
  - b. Summary of respondent’s Capabilities
  - c. References from other building owners and tenants, with contact information.
  - d. Qualifications of key personnel
  - e. Respondent’s management Philosophy
  - f. Management Plan for the OTC
  - g. Proposed Pricing structure based on Responsibilities in Attachment A and the current occupancy level; and, if a fee adjustment is being proposed based on increases or decreases in the occupancy level, propose a method for calculating the fee adjustment with a statement of the maximum proposed fee based on full occupancy.

5. A mandatory **Pre-Proposal Conference** will be held:

Wednesday, November 7  
10:00 – 11:00 am  
One Technology Center  
Tulsa, Oklahoma

We will meet at the 2<sup>nd</sup> Street S.E. Entrance, promptly at 10:00 am. In order for your proposal to be considered, a representative of your firm must attend this conference.

## **Background Information**

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On September 24, 2007, the Tulsa Public Facilities Authority purchased One Technology Center, located at 100 S. Cincinnati in downtown Tulsa, Oklahoma. This is a 15-story, 740,000 square foot Class A office building with a structural steel frame and a glass curtain wall system exterior. Highlights of this unique building include: State of the Art Communications Capabilities, Ergonomic Workspaces, Internet Cafes, Exceptional Energy Efficiency, and an Award-Winning Design.

Currently two existing tenants occupy the 7<sup>th</sup>, 11<sup>th</sup>, 12<sup>th</sup>, and 13<sup>th</sup> floors. The City plans to occupy the 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup>, 6<sup>th</sup>, 14<sup>th</sup>, and 15<sup>th</sup> floors, with a move-in planned for mid-2008. The 10<sup>th</sup> floor is shared use conference space. The bulk of the remaining space is available for lease. The City intends to utilize the services of a leasing agent, independent of this RFP.

## **Goals and Objectives of Professional Building Management**

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1. Provide a high level of building management services for the OTC, consistent with the management of a “Class A” office building.
2. Work closely with City personnel and service contractors to ensure the provision of “Class A” service to all tenants of the building.
3. Demonstrate results through monitoring and reporting on key responsibilities.

## **Respondent Requirements**

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1. Respondent’s proposed On-Site Manager must possess Certified Property Manager (CPM) designation, as administered by the Institute of Real Estate Managers (IREM).

2. Respondent must have significant, successful, experience in professional public property management for similar Class A office buildings.
3. Respondent must demonstrate that they possess the capabilities to provide a high level of the services defined herein.

### **Proposed Scope of Services**

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The building manager must be prepared to manage in the most efficient manner as can be expected all aspects of the OTC, with the exception of the leasing agent function. Specific services and expectations of the professional building manager will include, but not be limited to, the following:

1. The operation, maintenance and repair by competent and qualified employees or contractors, of all mechanical, electrical and plumbing systems as well as elevators, lighting, and fire and security monitoring systems.
2. All grounds keeping, housekeeping, custodial and maintenance services required including grounds keeping and custodial services in public areas and grounds of the OTC, including the pedestrian walkway to the parking garage.
3. Respond to most tenant requests within 24 hours.
4. Provide an on-site building manager Monday thru Friday from 8:00 am-5:00 pm.
5. Be available 24 hours a day seven days a week to respond to building issues raised by City, tenants or by the public.
6. Make available to the City information regarding the use and operation of the OTC. Submit monthly information on the activities associated with the operation, management and maintenance of the OTC. Reports should include a discussion of tenant issues and a resolution of those issues, operating and maintenance issues/concerns, changes in management, operations or maintenance activities and other information as appropriate or as requested by the City.
7. Administer all utility contracts required in the ordinary course of business in managing the OTC and, if requested, participate in the solicitation of and negotiations with service providers, including contracts for water and telephone.
8. Comply with the spending limitations imposed by a budget for the operation of the building as approved by City, including supplements as authorized.
9. Provide or cause to be provided all other services required in connection with the OTC which are customarily performed pursuant to comprehensive commercial "Class A" office building management arrangements.
10. Maintain an adequate staff of courteous employees on duty and provide appropriate supervision of such employees. Employees hired by the building manager shall be employees of the building manager and not of the City. The building manager shall employ or otherwise contract for its operations only those persons who by training,

appearance and habits are judged to be suitable workers for the atmosphere of the OTC. The operator shall be responsible for all personnel-related matters including compensation, labor relations with any trade or union, employee training and development, contract negotiation, dispute resolution, provision of employee uniforms and equipment, employee hiring, job assignment and performance, and compliance with equal employment opportunity requirements.

11. Assist the City in developing and implementing rules, regulations, policies and procedures concerning the use of the OTC.
12. Assist the City in developing long-term capital improvement and maintenance plans and budgets for the OTC.
13. Successfully perform the responsibilities listed in Attachment A, Summary of Responsibilities.

### **Contract Requirements**

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Any resultant Management Agreement with a respondent will include:

- a. Performance Measurements and Targets
- b. Pricing
- c. Responsibilities of the Parties
- d. Annual Review Process
- e. Insurance, Bonds, Licenses Required
- f. Annual Appropriation Clause
- g. Financial Audit Rights
- h. Termination Clause
- i. General Terms and Conditions (See Attachment B)

### **Evaluation of Proposals**

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Evaluation of Respondents will be based on:	Max. Points Possible
h. Experience & Capabilities	25
i. References from other Building owners and tenants	10
j. Qualifications of key personnel	15
k. Management Philosophy & Plan for OTC	25
l. Proposed pricing*	25
<b>TOTAL POSSIBLE POINTS</b>	<b>100</b>

Note - \* - While alternative pricing structures will be considered, the City strongly prefers a fixed fee price per month for these services.

## Special Terms & Conditions

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1. All material submitted as part of the response to this Request for Proposal shall be considered the property of the City of Tulsa.
2. Respondents will not be compensated for any expenses incurred in the process of responding to the RFP or, if requested, in submitting further information or appearing for an interview.
3. 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.
4. All proposing entities 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.”
5. City has the right to modify the proposal and final determination of services required as needed.
6. Although it is the City’s intent to choose only the most qualified Respondents to interview, the City reserves the right to choose any number of qualified finalists for interview and/or final selection.

**ATTACHMENT A  
TO  
REQUEST FOR PROPOSAL  
FOR  
PROFESSIONAL BUILDING MANAGEMENT  
FOR THE  
ONE TECHNOLOGY CENTER**

**SUMMARY OF RESPONSIBILITIES**

Line	Activity	Primary Responsibility		
		City	Building Manager	Service Agmt.
<b><i>Property Management</i></b>				
1	Single point of contact for tenants		X	
2	Manage service agreements/3rd party vendors		X	
3	Elevators maintenance			X
4	Window cleaning			X
5	Metal cleaning			X
6	Uniform rental/entry carpets			X
7	Back-up power			X
8	Uninterruptible Power Supplies (UPS) equipment			X
9	HVAC - routine and preventive system maintenance			X
10	Automatic Transfer Switch (ATS) maintenance			X
11	Mail program (i.e. UPS, Fed-X)			X
12	Fire/sprinkler system monitoring			X
13	Janitorial services			X
14	Pest control			X
15	Solid waste collection and disposal			X
16	Landscaping maintenance			X
17	Assist City in preparing scope of services for service agreements		X	
18	Provide procurement services for standard service agreements	X		
19	Assist the City in developing and implementing rules, regulations, policies and procedures		X	
20	Prepare and maintain tenant handbook		X	
21	Maintain tenant and landlord contact list		X	
22	Review and monitor existing leases		X	
23	Monitor building assets		X	
24	Coordinate mail pick-up and delivery		X	
25	Coordinate with leasing agent		X	

<b><u>Maintenance and Operations</u></b>				
26		Respond to tenant requests		X
27		HVAC systems maintenance - repair and rehabilitation	X	
28		General electrical systems maintenance	X	
29		Lighting maintenance	X	
30		Coordinate snow removal	X	
31		Telecommunications equipment	X	
32		Audio-visual support	X	
33		Conduct property inspections		X
34		Provide procurement services for materials and supplies (not covered by service agreement)	X	
35		Provide and maintain work order system for: - Calls for service - Preventive maintenance - Emergency repairs or service - Other		X
<b><u>Tenant Relations</u></b>				
36		Respond to tenant issues and concerns		X
37		Schedule meeting rooms		X
38		Meeting room set-up		X
39		Meeting room billing		X
40		Prepare tenant newsletter		X
<b><u>Security/Key Control</u></b>				
41		Security services	X	
42		Issue and monitor access control cards and keys	X	
43		Maintain emergency contact list	X	
44		Prepare and maintain emergency procedures handbook	X	
45		Coordinate deliveries with tenants and City security		X
46		Inspect and coordinate deliveries	X	
47		Monitor "after hours" request	X	
48		Validate visitor identification and access control	X	

	<b><u>Accounting/Budgeting/Asset Management</u></b>				
49		Provide and maintain standard accounting system relating to building management		X	
50		Assist the City in developing annual budget, including operations, maintenance, and capital improvements		X	
51		Prepare monthly financial report for building management		X	
52		Review existing budget and compare to actual costs		X	
53		Assist City in analyzing annual operational costs and lease adjustments ("true-up" costs)		X	
54		Maintain OFAC (Office of Foreign Asset Control) compliance		X	
55		Monitor and maintain tenant insurance certificates		X	
	<b><u>Parking Management and Control</u></b>				
55		Parking garage management #	X		
56		Issue and monitor access control cards and keys #	X		
57		Parking garage maintenance #	X		
	<b><u>Construction Management</u></b>				
58	-	Inspect and manage construction activities	X		
59		Communicate construction activities to tenants		X	

# OTC Garage lease to Tulsa Parking Authority (TPA).

## City of Tulsa General Contract Terms

It is anticipated that the City of Tulsa will enter into a contract with the selected contractor for an initial term ending on June 30, 2008 (the end of City's fiscal year) with three (3) one-year renewals available at the option of the City. Any renewal contract would begin on July 1 and end on June 30. 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 contracting by City for 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>) for which such Services are contracted. 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. **Insurance of City.** City shall maintain casualty insurance for loss of or damage to the One Technology Center building. City is self-insured for its own negligence, subject to the limits of the Governmental Tort Claims Act (51 O.S. §151 *et seq.*).
7. **Insurance.** Contractor shall obtain at its own expense and keep in effect during the term of the Agreement (including any renewal periods) policies of General Liability insurance in the minimum amounts set forth below and Workers' Compensation insurance in the statutory limits required by law.

Personal injury, each person	\$ 175,000.00
Property damage, each person	\$ 25,000.00
Personal injury and property damage, each occurrence	\$ 1,000,000.00
Workers' Compensation	(Statutory limits)

The General Liability insurance policy shall name the City of Tulsa as an additional insured to the extent of the limits set forth above and to the extent of its liability under the Governmental Tort Claims Act (51 O.S. §151 *et seq.*). All insurance policies and all certificates of insurance must state that the insurer cannot change or cancel coverage without the insurer first giving 30 days written notice to City of such change, cancellation or termination. Contractor shall also provide City 30 days written notice of any change to or cancellation of the policy, and failure to do so may be considered a breach of this Agreement. Contractor shall, within 10 days after notification of selection by City, provide proof of such coverage. The Certificate of Insurance must

be completed with the following information:

- Contractor's name
- Insurer's name and address (must be authorized to transact business in Oklahoma);
- Policy numbers;
- Liability coverage and amounts;
- Commencement and expiration dates; and
- Signature of authorized agent of insurer.

8. **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 thereunder.
9. **Compliance with Laws.** 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 is responsible for any costs of such compliance. Contractor shall be responsible for complying with all applicable federal, state and local laws, including but not limited to U.S. immigration laws.
10. **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.
11. **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.
12. **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.
13. **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.

**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: \_\_\_\_\_