

July 10, 2026

Joint Request for Proposal 26-917

with Tulsa Public Schools

Addendum #1

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

CHANGES:

V. TIMELINE

Was:

Pre-Proposal Conference	Monday, July 13, 2026
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Now:

Pre-Proposal Conference	Tuesday, July 14, 2026
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Exhibit A - Price Sheet Summary

Was:

Development 1:

Horsley Hill, 815 S. Riverside Dr.: ±2.04 acres \$ _____ / 99 yr long term lease

Now:

Development 1:

Horsley Hill, 815 S. Riverside Dr.: ±2.04 acres \$ _____ / 99 yr long term lease

(The City will consider a nominal amount for this lease)

Joint Request for Proposal

with Tulsa Public Schools

26-917

Professional Services for: Housing-Focused Development at Multiple Sites

Department: Mayor's Office

NIGP Commodity Code(s): 208-76, 909-57, 918-63, 918-89, 918-92, 925-61, 961-56

RFP Schedule

EVENT	DATE
RFP Issue Date	June 25, 2026
Pre-Proposal Conference <i>Virtual Teams Meeting – email dtiemann@cityoftulsa.org for invitation</i>	Tuesday, July 14, 2026 10:00 a.m. – 11:00 a.m.
Deadline for Questions <i>Submit to Donny Tiemann via email.</i>	Monday, August 3, 2026 <i>10 Days prior to RFP due date</i>
Proposal Due Date <i>Mail or deliver to City Clerk address. Proposals are open the day after the due date.</i>	Wednesday, August 12, 2026

If you have any questions or need additional information, contact the City Representative:

Donny Tiemann, Purchasing Director | dtiemann@cityoftulsa.org

*All questions should be emailed with **RFP 26-917** in the subject line.*

Submit proposals (sealed) to:

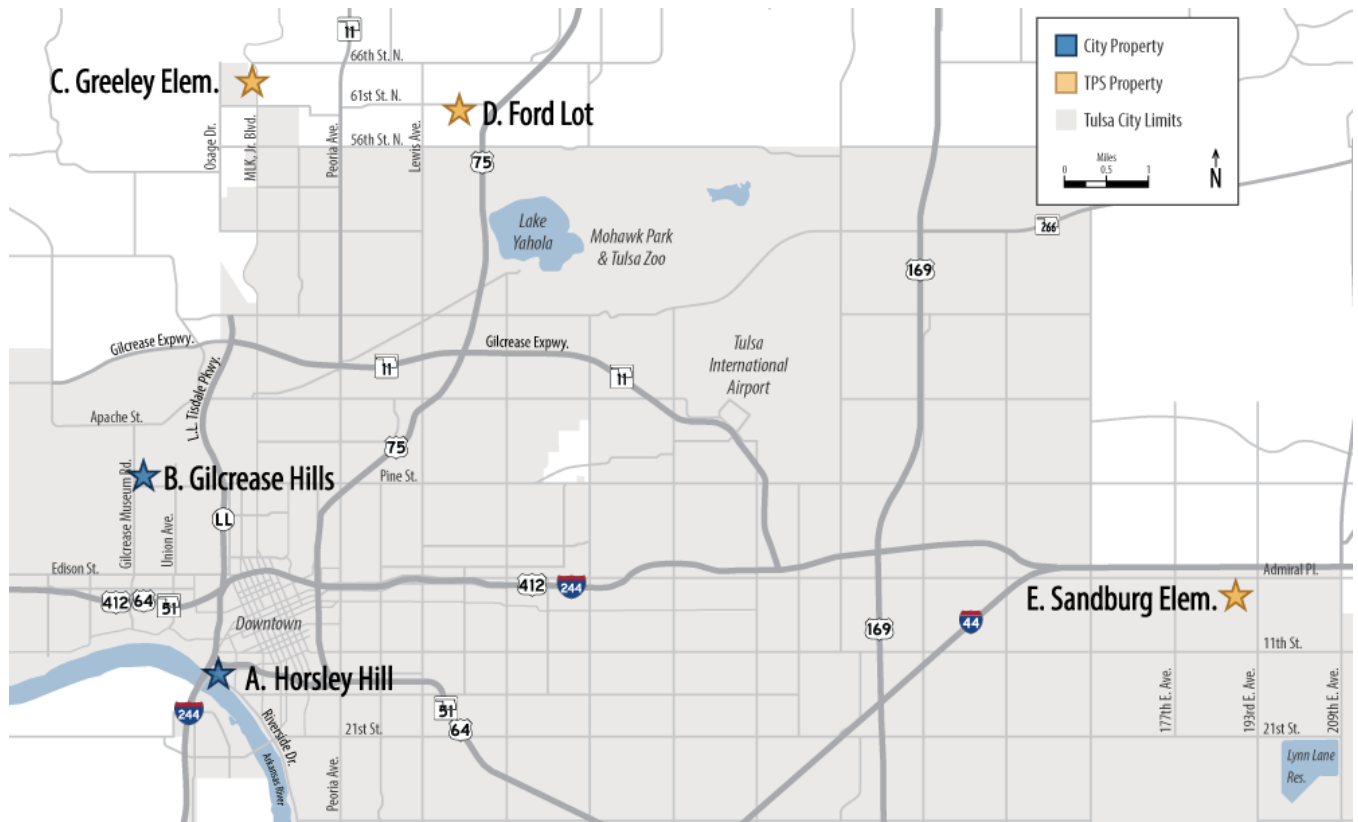
Office of the City Clerk
City of Tulsa
175 E. 2nd St.
Suite 260
Tulsa, OK 74103



I. OVERVIEW AND GOALS

With this Joint Request for Proposal (RFP), the City of Tulsa (“City”) and Tulsa Public Schools (“TPS”) are soliciting proposals to secure qualified developers or developer teams (“Developers”) for the development of housing-focused developments (“Developments”) at multiple locations (“Project Sites”) located in or near the City of Tulsa. The parties anticipate issuing multiple awards. The Project Sites are:

- A. Horsley Hill**, 815 S. Riverside Dr.: ±2.04 acres, vacant land (City-owned)
Type: Ground Lease
- B. Gilcrease Hills Village II**, Block 3: ±3.4 acres, vacant land (City-owned)
Type: Sale
- C. Greeley Elementary**, 105 E. 63rd St. N.: 9.59-acre site, approximately 45,472 sq. ft. building (TPS-owned)
Type: Sale
Minimum Bid: \$300,000.00
- D. Sandburg Elementary**, 18580 E. 3rd St: 9.69-acre site, approximately 41,000 sq. ft. building (TPS-owned)
Type: Sale
Minimum Bid: \$300,000.00
- E. Ford Lot**, 61st St. N. & N. Delaware Ave.: 10.0 acres (TPS-owned)
Type: Sale
Minimum Bid: \$160,000.00



Background

The City is facing a housing shortage and is pursuing several strategies to encourage the development of more housing, including developing housing on City and TPS-owned properties. The City and TPS wish to sell certain properties while retaining ownership of the other to negotiate long-term lease agreements with Developers who agree to construct and manage/operate Developments that include housing and other appropriate uses.

The City will consider the uses, architectural designs, construction materials, affordability, price (for some parcels), attention to the public realm, neighborhood engagement, and neighborhood compatibility when choosing prevailing respondents.

Following receipt of proposals, **Tulsa Public Schools** may conduct additional due diligence, negotiations, legal review, and Board consideration before any transaction is finalized.

Housing & Affordability

Housing will be required on all of the **City-owned** sites included in this RFP and is encouraged on the TPS-owned sites. Proposals are encouraged to include neighborhood-serving retail and/or amenities appropriate to each site, where zoning allows.

Of the housing proposed on the City-owned sites, at least **one quarter (1/4)** of all housing units shall be affordable for **2.34-person households** earning at or below one hundred twenty percent (**120%**) of the Area Median Income (**AMI**) and at least **one quarter (1/4)** of all housing units shall be affordable for **2.34-person households** earning at or below sixty percent (**60%**) of the Area Median Income (**AMI**).

These affordability levels equate to **sales prices** at or below \$285,228 (120% AMI) and \$142,614 (60% AMI) and monthly **rentals** at or below \$2,380 (120% AMI) and \$1,190 (60% AMI).

Two-Step RFP Process for City-owned sites: Initial Concepts First

In order to make this opportunity more accessible and give the City more potential development options, only concepts and basic sketches/renderings will be required initially. Proposals should include a narrative description of developments and Developer's experience in completing similar projects, along with a sketch or initial rendering. The narrative description should include, at a minimum, the type of development proposed (housing, retail, mixed-use, etc.), number of housing units proposed, number of and approximate size of building(s), and intended uses. If there are multiple proposals for any site, the City anticipates working with the top two (2) or three (3) proposals to then further develop and finalize plans before making an award.

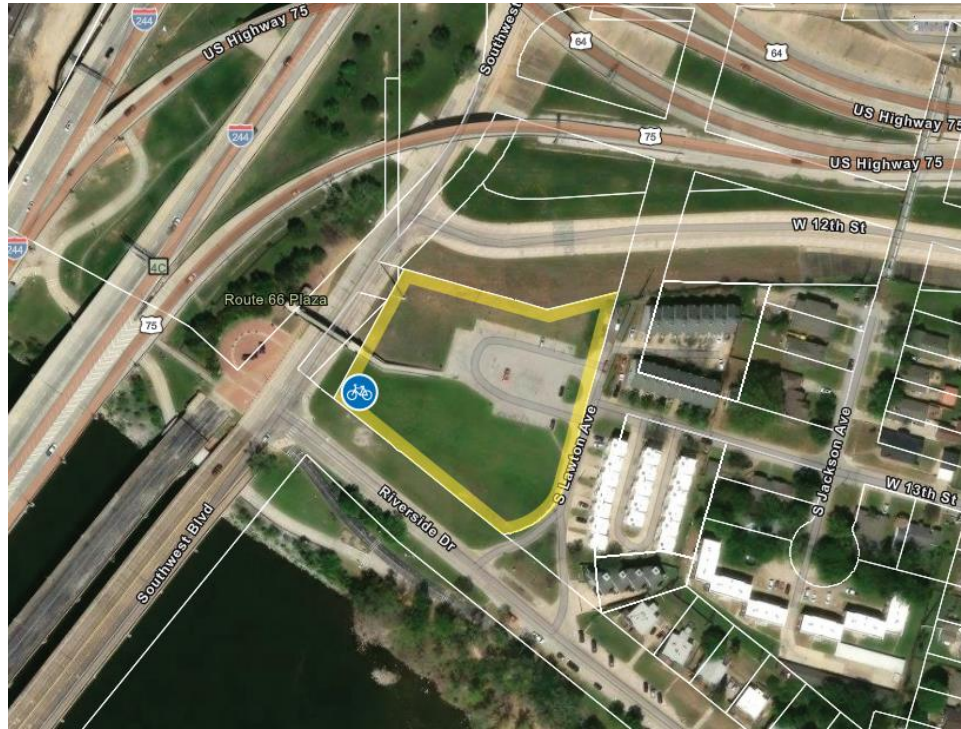
RFP Process for TPS-owned sites:

TPS will conduct a more traditional, one-step process for TPS-owned sites. Any proposed sale remains subject to TPS Board approval and TPS reserves the right to accept or reject any proposal related to TPS-owned sites. Respondents should specifically describe their intended use/redevelopment concept for the TPS-owned sites.

II. PROPERTY DETAILS

A. Horsley Hill, 815 S. Riverside Dr.: ±2.04 acres (City-owned)

Tulsa County Parcel ID: [R29725921104880](#)



This property is located between downtown Tulsa and the Arkansas River, along Historic Route 66, with a hilltop and frontage onto Riverside Dr., Southwest Blvd., 12th St., and Lawton Ave. It is being offered as a long-term ground lease opportunity.

Prior to the construction of the Interstate Highway nearby in the 1970s, this hilly property was connected to a more regular street grid linking downtown to the river, and it contained several detached houses, duplexes, and accessory dwelling units, with small commercial uses at the corner of Southwest Blvd. and Riverside Dr.



Areas of the property furthest from existing residential are the most appropriate for any planned commercial development. A large piece of bicycle-themed public artwork will be located on the site, occupying up to approximately 1,000 square feet at the corner of Riverside Drive and Southwest Boulevard, as indicated on the aerial image at the top of the page. Any development will need to accommodate this structure, which will include electric connections. The structure will be owned and maintained by the City.

The steep terrain of this site lends itself toward stepped, narrow-lot construction of townhouses or small detached residential buildings rather than a few large-footprint buildings that would entail much more intense grading and earth work. Townhouses or similar small-footprint construction is encouraged and would complement abutting residential properties.

The site's base zoning is CH (Commercial High), which allows residential and commercial uses. It is also within the following overlays:

- River Design Overlay 3 (RDO-3), which limits certain commercial uses (see Section 20.050-B of the [Tulsa Zoning Code](#), or contact the Tulsa Planning Office for more information);
- Neighborhood Infill Overlay (NIO), which reduces regulations regarding middle-scale housing;
- Route 66 Overlay, which encourages the development of neon signs and roadside attractions, and makes the site eligible for the City's Neon Sign Grant Program.

The successful proposal will demonstrate the capacity to build and manage housing, integrated with both the river and adjoining neighborhood, working with the natural contours of the site.

The resulting Development will contribute a high level of quality to the public realm, be respectful to and complement the existing nearby residential buildings, incorporate an attractive public pathway to the Cyrus Avery Plaza via the existing Skywalk pedestrian bridge, from the neighborhood to the bridge, and provide wide, tree-lined sidewalks that provide ample room for circulation and viewing the Arkansas River.



Tulsa Tough, a competitive cycling event, draws approximately 10,000 people to this area each June, making it especially important to provide a well-designed public realm fronted by high-quality buildings.

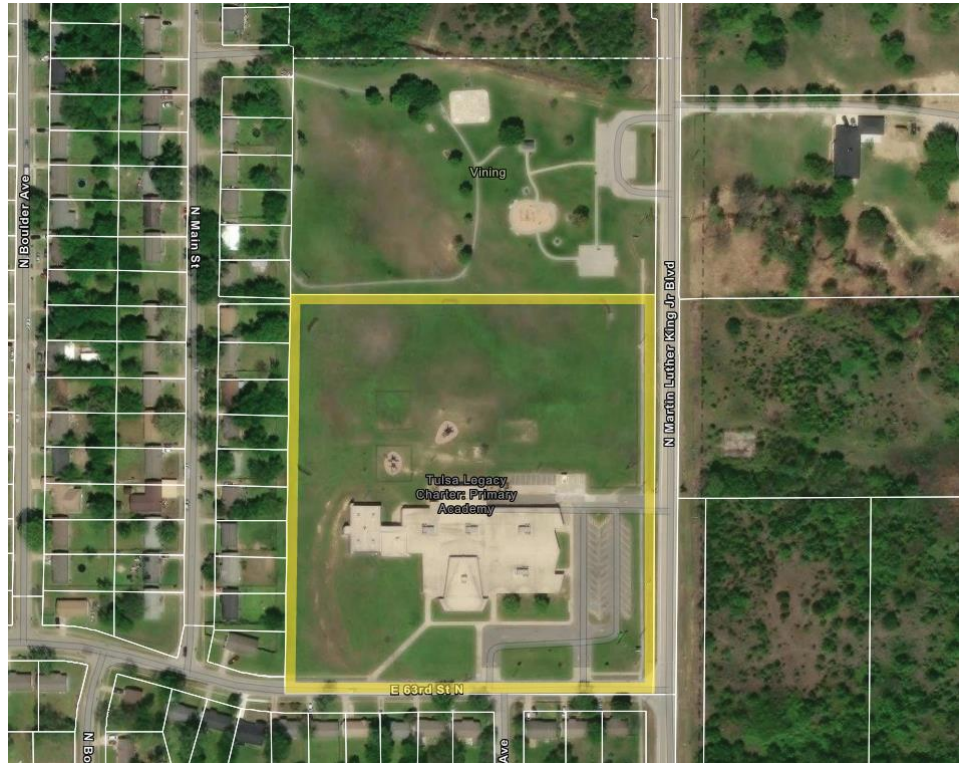
Public incentives are available to complete the Project, including up to \$3,700,000 in public funds and a negotiated long-term land lease. In addition, the City recently invested approximately \$3M toward river-related amenities near this site.

C. Greeley Elementary, 105 E. 63rd St. N.: 9.59-acre site, approximately 45,472 sq. ft. building (TPS-owned)

Type: Sale

Minimum Bid: \$300,000.00

Tulsa County Parcel ID: [R90202020205300](#)



This TPS property includes the former Greeley Elementary School and is adjacent to Vining Park and a residential neighborhood. The school building contains 45,472 sq. ft. The property is zoned AG, which allows single-family detached homes by right on larger lots, and the neighborhood adjacent to it is zoned RS-3, which allows single-family detached homes on smaller lots. The surrounding area is a mix of neighborhoods and undeveloped land, with easy access to downtown Tulsa.

Tulsa Public Schools would like to sell the property, which is currently being leased to a charter school.

D. Sandburg Elementary, 18580 E. 3rd St: 9.69-acre site, approximately 41,000 sq. ft. building (TPS)

Type: Sale

Minimum Bid: \$300,000.00



This TPS property includes the former Sandburg Elementary School and is surrounded on three sides by residential neighborhoods. The school building contains approximately 41,000 sq. ft. The site and the surrounding neighborhood are zoned RS-3, which allows single-family detached homes by right.

The site is within a quarter mile of Interstate 44, near the Hard Rock Hotel & Casino and a busy and growing commercial shopping area, featuring national brands such as a Walmart Supercenter, Olive Garden, Ross, Petco, Famous Footwear, and several restaurants and hotels.

E. Ford Lot, 61st St. N. & N. Delaware Ave.: 10.0 acres (TPS-owned)

Type: Sale

Minimum Bid: \$160,000.00

Tulsa County Parcel ID: [R90305030521040](#)



This is an unplatted, vacant, 10-acre property owned by TPS in unincorporated Tulsa County, near O'Brien Park and U.S. Highway 75. It is zoned RS-3, which allows single-family detached homes by right on larger lots.

The surrounding area includes a mix of rural, undeveloped land and large-lot subdivisions, and is just two miles from the Cherokee Industrial Park, a major regional employment center. Nearby U.S. Highway 75 provides easy access to downtown Tulsa and to suburban Owasso.

III. HOUSING NEED AND CODES

As reported in the [2023 Tulsa Citywide Housing Assessment](#), there is pent-up demand for 4,000+ housing units in Tulsa today, with an overall anticipated demand of 12,900 units by 2033. The City-owned sites available in this RFP are well-suited to housing development in line with the preferences of Tulsans, as outlined below. The TPS-owned properties are zoned to allow single-family, detached houses.

In a 2019 housing survey, 63% of Tulsa respondents indicated they would like to live in a townhouse, 50% in a duplex, triplex, or quadplex, and 52% in an apartment building with 10 or more units. In a 2020 survey, 63% supported expanding where duplexes are allowed, 48% for triplexes and quadplexes, 67% for townhouses, 60% for courtyard or garden apartments, 49% for walkup or mixed-use apartments, and 68% for ADUs/backyard cottages.

The City of Tulsa has already undertaken several steps to analyze and address specific issues related to housing, including conducting housing studies, adopting zoning code amendments, forming partnerships with housing- and homelessness-focused philanthropies, funding a low-barrier shelter/residential care center, increasing funding for housing development initiatives, and developing a pre-approved plans program (T-Town HOME Catalog.) The City has also developed partnerships with funders and builders focused on affordable housing development, and the Tulsa Planning Office continuously evaluates and proposes amendments to the zoning code to facilitate housing development.

Relevant Codes, Plans, and Studies:

<https://tulsaplanning.org/resources/plans/>

- **Tulsa Zoning Code**
 - Residential Districts (Chapter 5)
 - River Design Overlays (Section 20.050)
 - Healthy Neighborhoods Overlay (Section 20.060)
 - Route 66 Overlay (Section 20.070)
 - Neighborhood Infill Overlay (Section 20.080)
 - Parking (Chapter 55)
 - 2024 Housing Series Presentations with Demographics
(<https://tulsaplanning.org/programs/projects/housing/2024-housing-series/>)
- Subdivision & Development Regulations (2018)
- Comprehensive Plan (2023)
- Citywide Housing Strategy (2024)
- Citywide Housing Assessment (2023)
- Downtown and Surrounding Neighborhoods Housing Study & Strategy (2020)
- Tulsa Affordable Housing Strategy (2019)

Tulsa Revised Ordinances

https://library.municode.com/ok/tulsa/codes/code_of_ordinances

- Title 11-A – Stormwater Management and Hazard Mitigation Program
- Title 14 – Fire Prevention Code
- Title 35 – Infrastructure Development
- Title 51 – Building Code

IV. 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	June 25, 2026
Pre-Proposal Conference	Tuesday, July 14, 2026
Deadline for Questions	Monday, August 3, 2026
PROPOSAL DUE DATE	Wednesday, August 12th
Proposal Bid Opening	Thursday, August 13, 2026
Begin proposal evaluations	Friday, August 14, 2026
Interviews with Respondents (anticipated)	August 25 – 28, 2026
Negotiations with apparent successful Respondent begin (anticipated)	September 4, 2026
Execute contract (anticipated)	September 16, 2026
Begin service delivery (anticipated)	TBD

V. SCOPE OF WORK AND DELIVERABLES

Successful respondents will develop housing and potentially other uses, in accordance with the affordability targets and other goals outlined in this RFP.

V. PERFORMANCE METRICS AND CONTRACT MANAGEMENT

City of Tulsa 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.

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

VI. INSTRUCTIONS FOR SUBMITTING A PROPOSAL

- A. Proposals must be received by **5:00 p.m. on Wednesday, August 12, 2026, Central Daylight Time**. Please place proposals in a sealed envelope or box clearly labeled:
RFP 26-917, Housing-Focused Development.

Proposals received late will be returned unopened.

- B. Interested Respondents should submit:
One (1) unbound original and One (1) bound copies of the proposal plus One (1) digital copy on a USB drive. **(No Electronic Copies Will be accepted by email).**

- 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 are required to register with Donny Tiemann 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 Donny Tiemann requesting clarification regarding the Request for Proposal must be made via e-mail and must be received prior to the end of the business day on **Monday, August 3, 2026**.

Donny Tiemann, City Representative
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 email. 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 the day after the due date, at an 8:30 a.m. meeting of:

Standards, Specifications, and Awards Committee Meeting
175 East 2nd Street, 2nd Floor
City Council Chamber

VII. EVALUATION OF PROPOSALS

The approval of the selected Respondent will be subject to the final determination of the City (for City-owned sites) and TPS (for TPS-owned sites) and will be contingent on the successful completion of a contract between the City (for City-owned sites) and TPS (for TPS-owned sites) and the selected Respondent(s).

All Bids for City-owned sites will be evaluated using the following criteria (out of 100 possible points):

Category	Total Points	What Would a Top Score Look Like?
Project Description	20	Proposal provides housing, including affordability requirements, that fit the character of the neighborhood, and as appropriate also include neighborhood-serving retail and/or amenities.
Project Team and Qualifications	20	Licensed professionals who are familiar with municipal permitting and construction processes, residential regulations, and infill development best practices.
Budget	20	Proposal includes a complete budget, including identifying sources and uses of funds.
Experience	20	Successfully completed a similar development in the past 5 years. Please provide relevant address(es) and descriptions.
Timeline	10	Overall project timeline and scheduled start date.
Engagement Strategy	10	Productive and creative engagement strategies that effectively engage the neighborhood, city officials, and other key stakeholders.

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

VIII. MISCELLANEOUS

- A. The City expects to enter into a written Agreement (the “Agreement”) with the chosen Respondent(s) that shall incorporate this RFP and their proposal by no later than December 31, 2026.
- 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.
- J. The City reserves the right to decline all submitted proposals if it determines that no proposal meets the City’s requirements, expectations, or needs.
- K. The sale and conveyance of property owned by the City of Tulsa is wholly subject to a determination by the Tulsa City Council that such property is surplus and not necessary for public use or purposes, in accordance with Sections 1 and 14 of Article VIII of the Amended Charter of the City of Tulsa.

RESPONDENT INFORMATION SHEET

Respondent's Legal Name: _____

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

State of Organization: _____

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

- | | |
|--|--|
| ☐ Sole Proprietorship | ☐ Limited Partnership |
| ☐ Partnership | ☐ Limited Liability Partnership |
| ☐ Corporation | ☐ Limited Liability Limited Partnership |
| ☐ Limited Liability Company | ☐ Other: _____ |

Respondent's Address: _____
Street City State ZIP Code

Respondent's Website Address: _____

Sales Contact:

Name: _____

Title/Position: _____

Street: _____

City: _____

State: _____

Phone: _____

Email: _____

Contact for Legal Notice:

Name: _____

Title/Position: _____

Street: _____

City: _____

State: _____

Phone: _____

Email: _____

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

- ☐ Email from City Representative
- ☐ City of Tulsa Website
- ☐ Tulsa World posting
- ☐ Purchasing search engine
- ☐ Industry colleague
- ☐ Other: Click or tap here to enter text.

EXHIBIT A

Price Sheet Summary

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

Please present an Offer for each Development Site that you are submitting a proposal for:

- Development 1:
Horsley Hill, 815 S. Riverside Dr.: ±2.04 acres \$ _____ / 99 yr long term lease
(The City will consider a nominal amount for this lease)
- Development 2:
Gilcrease Hills Village II, Block 3: ±3.4 acres \$ _____ / Proposed Offer for property
- Development 3:
Greeley Elementary, 105 E. 63rd St. N: 9.59-acre
site, approximately 45,472 sq. ft. bldg. \$ _____ / Proposed Offer for property
- Development 4:
Sandburg Elementary, 18580 E. 3rd St: 9.69-acre
site, approximately 41,000 sq. ft. bldg. \$ _____ / Proposed Offer for property
- Development 5:
Ford Lot, 61st St.N.&N. Delaware Ave: 10 acres \$ _____ / Proposed Offer for property

- Please Note that Developments 3, 4 & 5 have a minimum bid requirement.

By signing here, I affirm that these prices are my formal offer.

Company Name: _____ Date: _____

Signature: _____

Name Printed: _____

Title: _____

AFFIDAVIT

NON-COLLUSION, INTEREST, AND CLAIMANT

STATE OF _____)
)ss.
COUNTY OF _____)

I, _____, of lawful age, being first duly sworn, state that:
(Respondent's Authorized Agent)

- 1. I am the Authorized Agent of Respondent 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 Respondent'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 Respondent nor anyone subject to the Respondent's direction or control has been a party:
 - a. to any collusion among Bidders in restraint of freedom of competition by agreement to respond at a fixed price or to refrain from responding,
 - b. to any collusion with any municipal official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between Bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract.
- 4. No officer or employee of the City of Tulsa either directly or indirectly owns a five percent (5%) interest or more in the Bidders business or such a percentage that constitutes a controlling interest. Affiant further states that the following officers and/or employees of the City of Tulsa own an interest in the Bidders business, which is less than a controlling interest, either direct or indirect.
- 5. All invoices to be submitted pursuant to this agreement with the City of Tulsa will be true and correct.
- 6. That the work, services or material furnished will be completed or supplied in accordance with the plans, specifications, orders, requests or contract furnished or executed by the affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer or employee of the City of Tulsa, or of any public trust where the City of Tulsa is a beneficiary, of money or any other thing of value to obtain payment of the invoice or procure the contract or purchase order pursuant to which an invoice is submitted. Affiant further certifies that (s)he has complied with all applicable laws regarding equal employment opportunity.

By: _____
Signature

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

Notary Commission Number: _____

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

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS

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

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

Sign Here ► _____

Printed Name: _____

Title: _____

Date: _____

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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. Contracts entered into by the City of Tulsa generally include, but are not limited to, the following terms:

1. **No Indemnification or Arbitration by City.** Respondent 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 Respondent harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys' fees and costs. In addition, Respondent 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.
2. **Intellectual Property Indemnification by Respondent.** Respondent 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 Respondent hereunder. Respondent shall pay all royalties and charges incident to such patents, trademarks or copyrights.
3. **General Liability and Indemnification.** Respondent shall hold City harmless from any loss, damage or claims arising from or related to the performance of the Agreement herein. Respondent must exercise all reasonable and customary precaution to prevent any harm or loss to all persons and property related to this Agreement. Respondent 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 Respondent or Respondent's subcontractors under the scope of this Agreement.
4. **Liens.** Pursuant to City's Charter (Art. XII, §5), no lien of any kind shall exist against any property of City.
5. **No Confidentiality.** Respondent 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 Respondent pursuant to this Agreement that would be inconsistent with City's compliance with its statutory requirements there under.
6. **Compliance with Laws.** Respondent shall be responsible for complying with all applicable federal, state and local laws. Respondent is responsible for any costs of such compliance. Respondent 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. Respondent 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.
7. **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. Respondent 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.

8. **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.
9. **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.
10. **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. Respondent may not assign this Agreement or use subcontractors to provide the Goods and/or Services without City's prior written consent. Respondent shall not be entitled to any claim for extras of any kind or nature.
11. **Equal Employment Opportunity.** Respondent shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination.

RESPONDENT CHECKLIST

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

Proposer’s Name: _____

RESPONDENT CHECKLIST	
Respondent Documents	Included?
Cover Letter	
Proposal Narrative (To Include Requirements as listed on page 3-5)	
Respondent Information Sheet (required form)	
Price Sheet Summary (required form)	
Affidavit (Non-Collusion, Interest & Claimant) (required form)	
Acknowledgement of Receipt of Addenda (required form)	
Additional Information (Optional)	

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# 26-917

RFP DESCRIPTION: Housing-Focused Development

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 p.m. (CDT) on the date listed on the first page of the RFP.