

Request for Proposal

25-906

Professional Services for: Pre-Reviewed Plans Program

Department: Department of City Experience

NIGP Commodity Code(s): 906-57, 906-10, 906-07, 906-66

RFP Schedule

EVENT	DATE
RFP Issue Date	08/30/2024
Pre-Proposal Conference Virtual TEAMS Meeting	Tuesday, Sept. 10, 2024 9:00AM – 10:00AM
Deadline for Questions <i>Submit to assigned buyer via email.</i>	09/16/2024 <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>	09/25/2024

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 25-906 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 of Tulsa (“City”) is soliciting proposals to secure a professional, architecture and design firm or teams of such firms with experience and technical qualifications (“Respondent”) to establish pre-reviewed / permit-ready housing plans services (“Program”). Such services will take the form of a program to be jointly designed and implemented by the City and selected Respondent to encourage and expedite the construction of context-sensitive infill housing of various types throughout Tulsa. The Program is expected to be available citywide, with a primary focus on traditional design.

This RFP centers on the selection, preparation, and licensing / ownership of housing plans that fit the context of a wide range of housing types and neighborhoods in Tulsa, in addition to analysis of and recommendations to update codes, processes, and procedures related to housing development. The City and selected Respondent will determine the most appropriate model for licensing/owning the plans and administering the program.

Funding for this RFP is provided through federal American rescue Plan Act (ARPA) funds, and the total budget shall not exceed \$ 250,000.

We enthusiastically look forward to receiving your proposal.

II. BACKGROUND:

As reported in the [2023 Tulsa Citywide Housing Assessment](#), there is pent-up demand for 4,000 additional housing units in Tulsa today, with an overall anticipated demand of 12,900 units in the next 10 years. Currently, the city only permits an average of 830 housing units per year, a number that needs to increase by 55% to a total of 1,290 per year to meet demand.

The City of Tulsa is aware that there are many regulatory obstacles to building new homes, including regulations found in the zoning code, building code, and fire code, in addition to stormwater, water, and sewer infrastructure requirements, and extra approval processes for housing types other than detached houses that create a great deal of uncertainty for home builders. The City recognizes that there are also several non-regulatory factors that make new housing construction more difficult and costly, including:

- Lot, building, and other standards imposed by lenders
- Bias against renters
- Lack of comparable properties for appraisals (i.e., an appraisal gap)
- Low holding costs for vacant lots
- Construction labor shortage
- Shortage of small-scale developers
- Little local knowledge of products other than detached houses or large apartment complexes, among all groups in the development process, including designers, builders, lenders, real estate agents, and officials
- Bias against all other housing types in established neighborhoods
- Expectations of no change in established neighborhoods
- ...and many more

Compounding the problem is the fact that 65% of land in Tulsa is zoned exclusively for single-unit detached homes. Just 16% allows multi-unit housing (duplexes and up) by right. As a result, duplexes, triplexes, and quadplexes comprise only 7% of our existing housing stock, and townhouses only 3%.

Our housing stock is misaligned with the preferences of Tulsa residents. Of 1,778 respondents to a 2019 survey: 63% said they would like to live in a townhouse, 50% in a duplex, triplex, or quadplex, and 52% in a building with 10 or more units. 71% said they

would live in a detached house, indicating that 29% prefer other housing types. Of 1,400 respondents 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 walk-up 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 homeless-focused philanthropies, the construction of [new public housing units](#), funding a [low-barrier shelter/residential care center](#), and increased funding for housing development initiatives. The City has developed [partnerships](#) with local philanthropies focused on affordable housing development and ending homelessness, and the [Tulsa Planning Office](#) continuously evaluates and proposes amendments to the zoning code to facilitate housing development. The [Path to Home initiative](#) provides a list of 33 action steps to address community needs.

The \$104.2 million Tulsa Housing Initiative includes \$75 million [approved by Tulsa voters in 2023](#), plus \$5 million from ARPA, \$8.1 million from the [Downtown Development & Redevelopment Fund](#), \$5.1 million from HOME-ARP, \$8.4 million in the [Affordable Housing Trust Fund](#), and \$2.7 million in Opioid Settlement funds.

The City is currently evaluating properties citywide that would be good candidates for new housing development, on both infill and greenfield sites. The City will promote these sites for housing development and is considering the purchase of properties to develop housing, potentially using plans developed as part of this Program. The Planning Director and the [Housing Policy Director](#) are also developing a concierge-like service for new middle housing developments.

Should you encounter any issues opening the links provided in this section please contact the project buyer for assistance. (dtiemann@cityoftulsa.org)

Relevant Codes, Plans, and Studies:

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

- Tulsa Zoning Code
 - Residential Districts (Chapter 5)
 - Neighborhood Infill Overlay (Section 20.080)
 - Neighborhood Infill Overlay – 2 (Section 20.100)
 - Neighborhood Character Overlay (Section 20.090)
 - Accessory Buildings and ADUs in Residential Districts (Section 45.030-031)
 - Parking (Chapter 55)
 - Minimum Parking Ratios (Table 55-1)
 - Exemptions, including accessory uses (Section 55.050)
 - Housing Feasibility Amendments (<https://tulsaplanning.org/news/zca-25/>)
 - Housing Series Presentations (<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)
- Housing & Neighborhoods Policy Survey (2020)
- Small Area Plans

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

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	08/30/2024
Pre-Proposal Conference	09/10/2024
Deadline for Questions	09/16/2024
PROPOSAL DUE DATE	09/25/2024
Begin proposal evaluations	09/26/2024
Interviews with Respondents (anticipated)	10/04/2024
Negotiations with apparent successful Respondent begin (anticipated)	10/17/2024
Execute contract (anticipated)	10//30/2024
Begin service delivery (anticipated)	11/01/2024

IV. SCOPE OF WORK:

Respondents should select elements from the menu of options below to build their proposed scope of work and may include additional services not listed below. The selected Respondent and the City will jointly develop the final scope of work. Proposals should be specific and concise.

1. **Program Strategy** – Work with various City departments (e.g. Planning Office, Development Services, Fire Marshal’s Office, City Council, etc.) to build knowledge of the Program, build rapport, develop buy-in, and create a strategy to fully and successfully implement the Program.
2. **Code and Process Analysis and Design** – Analyze adopted codes, regulations, and processes, and outline the key provisions that will affect the Program’s outcomes, along with recommendations for any amendments. Collaborate with the City departments and officials to determine how projects using the Program’s building plans will move through the City’s systems and processes.
3. **Program Development** – Plan the Program’s operations, including implementation, administration, and evaluation, including the licensing/ownership model of the building plans.
4. **Resident Engagement** – Engage Tulsa residents to build local interest in the program and ensure that residents help inform the designs of the housing types.
5. **Developer and Lender Engagement** – Engage developers and lenders to: inform them about the Program, building types, and financing options; establish a local user base; ensure the selected plans are buildable and financeable; and ensure that builders are ready to use the permit sets as soon as the Program is launched.
6. **Building Type and Plan Selection** – Consider existing lot patterns, architectural styles, pro-forma analyses, and other elements to inform the selection and design of building types that will complement established neighborhoods.
7. **Development of Permit Sets** – Create building plans for internal review by City departments, and facilitate their review and revisions, leading to final permit sets and construction drawings for each building type.
8. **Small Developer Training** – Organize training sessions to instruct residents on developing real estate projects, to develop a skilled cadre of local, small-scale developers.
9. **Scale Models** – Produce 3D scale models of designs chosen for inclusion in the Program, for use in education, outreach, and communications.
10. **Case Studies** – Illustrate specific examples of how the Program could be used to expedite housing production on actual lots within Tulsa, potentially including sites owned by the City of Tulsa.
11. **Promotional Materials** – Develop printed and digital materials to inform the public about the Program and encourage participation, including illustrations, diagrams, or drawings that help stakeholders visualize the use of the Program’s building plans

V. 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

VI. INSTRUCTIONS FOR SUBMITTING A PROPOSAL:

- A.** Proposals must be received by **5:00 p.m. on Wednesday, September 25, 2024, Central Daylight Time**. Please place proposals in a sealed envelope or box clearly labeled “**RFP 25-906, Pre-Reviewed Plans Program**”.

Proposals received late will be returned unopened.

- B.** Interested Respondents should submit:
One (1) unbound original and **ten (10)** 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 via e-mail and must be received prior to the end of the business day on **Monday, September 16, 2024**.

Donny Tiemann, Project Buyer
dتيemann@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

VII. 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).

All Bids will be evaluated using the following criteria (out of 100 possible points):

Category	Total Points	What Would a Top Score Look Like?
<i>Project Team and Qualifications</i>	30	Licensed professionals who are familiar with municipal permitting processes, residential regulations and infill development best practices. Please highlight the project team members who will perform the work included in the proposed scope of services.
<i>Budget</i>	30	The proposals stay within the approved budget, not to exceed \$250,000. Proposals must include all consulting services, staff time, materials, travel, and other anticipated project expenses.
<i>Experience</i>	20	Successfully completed a similar program in the past 5 years. Please provide a copy (or link) to a copy of the program deliverables. Also include contact information for the listed client.
<i>Timeline</i>	10	Overall project timeline and scheduled start date. Contract services are expected to begin no later than December 1, 2024.
<i>Engagement Strategy</i>	10	Productive and creative engagement strategies that effectively engage the public, builders, 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 your proposal by no later than November 1, 2024.

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 expectations.

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)

- | | |
|--|--|
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Limited Liability Limited Partnership |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> 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 Assigned Buyer
- City of Tulsa Website
- Tulsa World posting
- Purchasing search engine
- Industry colleague
- Other: [Click or tap here to enter text.](#)

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 a Fee Schedule for each part of this proposal:

SCOPE ITEM 1: \$ _____

SCOPE ITEM 2: \$ _____

SCOPE ITEM 3: \$ _____

SCOPE ITEM 4: \$ _____

SCOPE ITEM 5: \$ _____

SCOPE ITEM 6: \$ _____

SCOPE ITEM 7: \$ _____

SCOPE ITEM 8: \$ _____

SCOPE ITEM 9: \$ _____

SCOPE ITEM 10: \$ _____

SCOPE ITEM 11: \$ _____

TOTAL ALL COSTS \$ _____

Each cost for which Seller intends to bill the city of Tulsa must be listed and described in this Price Sheet Summary.

By signing here, I affirm that these prices are my formal offer and agree to the inclusion of City of Tulsa's general contract terms and conditions as listed in 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 _____)
)ss.
COUNTY OF _____)

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: _____

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 a 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.

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.

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# 25-906

RFP DESCRIPTION: Pre-Reviewed Plans Program

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.