

June 26, 2025

# Request For Proposal 25-922

## 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.

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### QUESTIONS/CLARIFICATION/CHANGES:

#### QUESTIONS:

1. Can you confirm the \$25MM Housing Grant Fund dollars are intended to be granted to developers/projects and would not be expected to be repaid? **Correct. The grant program is intended to provide one-time funds to fill the last remaining gap for housing development that is affordable for households up to 60% of Area Median Income.**
2. On page 9 where the RFP states “interested respondents should submit a brief proposal for each of the stated deliverables”, could you provide more detail around what you looking for here? Are you looking for us to describe our approach for creating each of these plans, how much detail are you looking for ahead of the actual development of the deliverable? **Interested respondents will need to submit past work examples and/or describe their proposed approach to each of the deliverables listed in Section V. Provide a summary of your team’s professional experience and approach to executing the deliverables, or similar work products. If you don’t have specific examples to share, briefly describe how you would propose to complete each deliverable.**
3. Payment –We would like to understand more about the mechanism of payment. If the administrator is holding funds, would the administration/management fee come directly from those funds' vs payment from the city as described in letter J. on pg. 12 of the RFP? **It is currently anticipated that the Improve Our Tulsa (IOT) funds will not transfer from the City to the program administrator for holding. Payments for IOT funded programs are anticipated to be paid on a draw request basis as construction is approved by the administrator. Any private funds may have an administration/management fee per separate agreement between the administrator and funding entity.**

4. Can the Housing Investment Fund, Housing Acquisition Fund, and Housing Preservation and Rehab Fund dollars be granted to an entity (say an existing 501c3 housing fund focused on Tulsa and also managed by the administrator) to directly leverage debt capital at a loan fund level before being deployed to the developer or project? **The City's intent is that IOT funds would be distributed to the fund administrator once a housing project is approved by the administrator and progress on the project is underway. To allow for leverage, the City could consider a process by which funds could be pledged or committed to a project once approved by the administrator.**
5. Is there any guidance on length of required RFP elements? **Unless otherwise stated, there are no response limits in terms of length.**
6. What is the maximum permissible indirect rate on expenses included in the cost proposal? **The RFP does not include a maximum rate. The proposal should include a brief explanation to justify the proposed indirect rate on expenses.**
7. Is there a budget template and do you foresee a budget modification process if there are changes between the proposed and actual budget? **On the price sheet summary (Exhibit A), you should estimate the cost for administration for each of the programs (grant, investment, acquisition, preservation/rehab). Modifications to the administrative budget would need to be part of the contract negotiation process.**
8. I had a question on how to complete the price sheet in Exhibit A. This seems to call for a grand total but if some of the funds are meant to be investment funds and then continuously reinvested, they could essentially be administered in perpetuity. The grant funds would likely go out with a set compliance period but that could be 10-15 years +. We are thinking of proposing an annual administration/management fee based on percentage of funds managed. Given this approach, for the price sheet would it make sense to put the annual cost ("price") of this service for one year assuming full deployment of the funds? **Yes, the proposed approach makes sense.**
9. Do you anticipate any specific barriers or challenges for out-of-state applicants who are willing to travel, such as procurement processes or local regulatory requirements? **The RFP describes the need for community engagement and collaboration (Section IV.5). There will need to be engagement with the City Council and other local stakeholders for the duration of the contract. A local presence and knowledge/experience is preferred.**

10. If we choose to respond to one or two specific funding opportunities, how do you envision awarded entities collaborating or sharing information across different funds? **If multiple entities are selected, the City would expect all selected entities to collaborate together along with the City. Feel free to propose suggestions/ideas on structure.**
11. Are there any expectations or targets related to supplemental fundraising in addition to the awarded funds? **The Tulsa Housing Strategy identified a ten-year goal of \$370 million dollars. The \$75 million IOT funds count towards that total. The City is looking to respondents to propose how much they think they can leverage.**
12. Does the City currently use a specific platform for knowledge management or data tracking, and would respondents be expected to use that system for monitoring and evaluation? **No.**
13. Are electronic submissions accepted, or is a hard copy submission required? **Hard copies are required as stated in the RFP.**
14. Is there a maximum budget or funding cap associated with this opportunity? **Our total funding target for administrative costs and outcome evaluation is set at \$500,000. The City is looking to respondents to propose how much program administration will cost over the life of the programs.**
15. Are there any mandatory licenses, certifications, or qualifications required to administer any of the funds? **Nothing explicitly required.**

# Request for Proposal

25-922

**Professional Services for:** Improve Our Tulsa 3 (IOT3)  
Housing Fund Administration

**Department:** Mayor's Office, Planning and Neighborhoods

**NIGP Commodity Code(s):**

918-63: Housing Consulting

918-27: Community Development Consulting

946-56: Investment Management Services

## RFP Schedule

EVENT	DATE
RFP Issue Date	06/05/2025
Pre-Proposal Conference Virtual - <i>Email Assigned Buyer for Invitation</i>	Thursday, June 12, 2025 11:00am CDT
Deadline for Questions <i>Submit to Assigned Buyer via email.</i>	06/20/2025
Proposal Due Date <i>Mail or deliver to City Clerk address. Proposals are open the day after the due date.</i>	07/09/2025

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

Donny Tiemann | [dtiemann@cityoftulsa.org](mailto:dtiemann@cityoftulsa.org)

*All questions should be emailed with **RFP 25-922** in the subject line.*

**Submit proposals (sealed) to:**

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



## I. OVERVIEW AND GOALS:

With this Request for Proposal (RFP), the Mayor's Office and Department of Planning and Neighborhoods are soliciting proposals to secure professional services to administer some or all of a) a \$25 million Housing Grant Fund, b) a \$7 million Housing Investment Fund, c) a \$10 million Housing Acquisition Fund, and d) a \$5 million Housing Preservation and Rehabilitation Fund, all established as part of the \$75 million allocated to housing initiatives in the Improve Our Tulsa 3 (IOT3) sales tax package that was approved by voters in 2023.

- The focus of the **Housing Investment Fund** program is to deploy revolving funds to increase the supply of housing that is affordable for households earning up to 120% Area Median Income.
- The focus of the **Housing Grant Fund** program is to leverage other programs such as the Low-Income Housing Tax Credit (LIHTC) to increase the supply of housing that is affordable for households earning at or below 60% Area Median Income.
- The focus on the **Housing Acquisition Fund** program is to acquire strategic sites across the city to produce housing units.
- The focus of the **Housing Preservation and Rehabilitation Fund** is to preserve housing by investing in rehabilitation of vacant and abandoned housing units.

The goal of this RFP is to select one or more entities to develop and begin administration of the stated programs as soon as reasonably possible, but no longer than within a year of selection. The City will entertain proposals for administration of any of the funds, but the preference is to have one (1) entity administer all. The City reserves the right to administer some or all of the above-itemized funds internally.

The City is also seeking an entity with proven experience in leveraging public funds from local and national non-profit and for-profit organizations. This could be the same entity administering one or more of the above-itemized funds or a separate entity that would then work with the entity administering the funds. According to a previously issued Request for Information, the City has reason to believe there is approximately \$500 million in potential funding needed to fulfill anticipated projects.

We enthusiastically look forward to receiving your proposal.

## II. BACKGROUND:

In January 2023, the Mayor and City Council established a [Housing, Homelessness and Mental Health \(3H\) Task Force](#), to understand the needs of the community and create a strategy for the City to best utilize financial resources in contributing to broader community solutions.

The March 2023 Citywide Housing Assessment identified a 10-year housing demand of 12,900 units for populations across all income levels which will require nearly \$370 million in new funding. The City's IOT3 \$75 million commitment to housing is an important start, and successful implementation will require significant commitment and investment (approximately \$295 million) from the private sector, philanthropy, and other community partners.

The IOT3 funds for citywide housing programs are projected to be collected over approximately 4.5 years beginning January 1, 2026, unless the City chooses to issue bonds to advance funding, which would allow funds to be appropriated when bonds are sold. The City of Tulsa is considering bonding all or a portion of the IOT3 Housing Fund to immediately deploy towards selected projects as early as this year. Without bonding, it is estimated that approximately \$13 million will be available as of July 1, 2025.

Based on the recommendations from the [2023 Citywide Housing Assessment](#), [2024 Housing Strategy](#), and [Path to Home Recommendations from the 3H Task Force](#), the City defined program areas and target funding levels for various housing initiatives with the following overarching principles now considered key policy components of the IOT3 Housing Funds:

- 1) **Diverse Housing Initiatives:** The primary focus of IOT3 Housing Funds will be housing initiatives that include affordable housing at all income levels, without overconcentration.
- 2) **Leverage of Other Funds:** Improve Our Tulsa funds will be leveraged to the maximum extent possible with other funds.
- 3) **Geographic Distribution:** The City will strive for a diverse geographic distribution to encourage a mix of housing options citywide.
- 4) **Utilization of Existing Infrastructure:** The City will prioritize projects that utilize existing public infrastructure, including water/sewer, stormwater, streets, public safety, and parks, whenever possible.
- 5) **Revitalization of Neighborhoods:** The City will strive to reduce vacant and abandoned housing units and improve neighborhood conditions.
- 6) **Reinvestment of Returns:** If revenue is returned to any fund through loan repayments or equity investment returns, the net proceeds will be returned to the City of Tulsa into a designated Housing Fund to be redeployed for housing initiatives.
- 7) **Evaluation:** The City will track outcomes of these Programs and develop measures of effectiveness.

The City of Tulsa is seeking one or more administrators to manage the IOT3 Housing Funds effectively, ensuring that it meets its goals and delivers tangible outcomes. The selected entity or entities will work collaboratively to implement asset management strategies, monitor loan performance, and assess the overall impact of the funds on the community's housing ecosystem. The establishment of these funds reflects the City's commitment to expanding affordable housing availability and fostering shared prosperity among all Tulsans.

### 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	06/05/2025
Pre-Proposal Conference	06/12/2025
Deadline for Questions	06/20/2025
PROPOSAL DUE DATE	07/09/2025
Begin proposal evaluations	07/11/2025
SSA Award Recommendation	07/31/2025
Negotiations with apparent successful Respondent begin (anticipated)	08/01/2025
Execute contract (anticipated)	08/27/2025
Begin service delivery (anticipated)	09/01/2025

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#### **IV. SCOPE OF WORK:**

The City of Tulsa requires from the selected entity or entities to administer and award the IOT3 Housing Funds:

1. **Program Development:** Establish frameworks for the grant, revolving loan, acquisition, and preservation and rehabilitation fund programs, including criteria for eligibility, target income levels, loan products and terms, and the application process. This structure should facilitate the efficient allocation of funds to proposed projects that meet affordable housing goals outlined in 2024's Tulsa Housing Strategy and the 2024 Improve Our Tulsa Resolution adopted by the City Council.
2. **Leveraging Additional Funds:** Actively solicit private donations, grants, loans, and partnerships to scale the funds, maximizing the impact of the initial investment. Develop strategies to attract potential investors and stakeholders.
3. **Monitoring and Evaluation:** Implement robust mechanisms to track the performance of loans, grants, and projects funded through the IOT3 Housing Fund. This includes setting performance metrics to evaluate outcomes such as the number of loans or grants made, units delivered, and overall community impact.
4. **Development of an Asset Management Strategy:** Create a comprehensive strategy that outlines how the fund administration will interface with selected developers and investments, ensuring the sustainable deployment of funds while working with the City of Tulsa's multifamily inspection program for housing quality and compliance or other applicable City programs aimed at ensuring safe and stable housing.
5. **Community Engagement and Collaboration:** Foster new relationships and expand upon existing relationships with local community stakeholders, local developers, and housing advocates to ensure that the fund's priorities reflect community needs. Regularly solicit feedback to adapt programs and policies as necessary.
6. **Reporting and Accountability:** Prepare and submit regular reports to the City of Tulsa detailing fund performance, financial statements, and progress toward goals. Establish a system for accountability that includes oversight from City officials, including the Council and/or Mayor appointees.

#### **V. DELIVERABLES:**

The City of Tulsa expects the following deliverables from the IOT3 Housing Fund's administrator(s):

1. **Economic Development Incentive Policy Development Support:** City of Tulsa ordinances (Title 6, Section 206) require an economic incentive policy to be approved by Resolution when funds are offered to third parties to incentivize economic development, in this case, housing. The successful Respondent will assist the city in developing an economic incentive policy for all or select funds. The policy should aim to maximize leverage opportunities, deploy funds efficiently and effectively while providing the appropriate levels of public fund oversight and policy direction.



2. **IOT3 Housing Fund Framework Document:** A comprehensive document outlining the structure of each of the fund programs, including but not limited to eligibility criteria, terms, application procedures, and disbursement processes. This document should be finalized and presented to the City within 60 days of contract execution.

3. **Funding Strategy and Partnerships Plan:** A plan detailing strategies for leveraging additional funding sources, such as private donations, grants, investors, etc. This should include outreach efforts and partnerships established within the first six (6) months, demonstrating how these efforts enhance the fund's capacity and impact.

4. **Initial Loan Portfolio Development:** By the end of the first year, the administrator(s) will have an initial portfolio under development, including an active solicitations process for grant and loan awards, as well as performance targets for the anticipated number of loans processed and total dollar amount disbursed during its second year. A portfolio summary report, highlighting the types of projects funded and anticipated number of affordable units, should be submitted to the City at least annually and incorporate reporting requirements established by the City and administrator.

5. **Performance Management Plan:** A detailed plan for performance monitoring, including metrics for assessing fund performance and community impact. This should also include strategies for data collection and analysis, to be submitted within 90 days of contract execution.

6. **Quarterly Progress Reports:** Regular reporting to the City outlining the progress of the fund's activities, including updates on grantmaking, grant and loan applications, approvals, and disbursements, as well as any challenges faced. Reports should be submitted every three (3) months and should include financial summaries and performance reporting on established metrics from the fund's Performance Management Plan (Task #5).

7. **Asset Management Strategy:** Development of a clear asset management strategy that outlines how the fund will ensure the quality and maintenance of funded housing units in compliance with the City of Tulsa's residential housing standards ([Title 55, Chapter 11](#)) and in partnership with the City's [Multifamily Inspection Program](#). This strategy should be completed within 2 years of contract execution.

8. **Community Stakeholder Engagement Plan:** A plan to foster engagement with local community stakeholders, including scheduled advisory meetings and feedback mechanisms. This should be presented within three months and updated periodically based on stakeholder feedback and community needs.

9. **Impact Assessment Report:** An annual comprehensive report that assesses the overall impact of the IOT3 Housing Fund on Tulsa's housing ecosystem and residents of funded projects. This should include qualitative and quantitative data describing existing housing market conditions and trends, including number of units produced, income levels served and housing costs as a share of household income for funded housing projects, and additional planned fund investments.

## VI. PERFORMANCE METRICS AND CONTRACT MANAGEMENT:

### Performance Metrics

The following performance metrics highlight key priorities that will be analyzed with the awarded Respondent collaboratively during the life of the contract. This is not an exhaustive list, but rather an indication of significant performance metrics of interest to City of Tulsa. The City looks forward to working with awarded Respondents to define additional important performance metrics during contract negotiations. The final set of performance metrics and frequency of collection will be negotiated by the successful Respondent and the City 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
Number of loans and grants awarded annually	Portfolio reporting	At least annually	Administrator
Amount of funding disbursed annually	Fund performance	At least annually	Administrator
Number and level of affordability of housing units delivered annually	Portfolio reporting	At least annually	Administrator
Additional funds raised	Fund Performance	At least annually	Administrator

### Performance Monitoring

As part of the City of Tulsa's commitment to becoming more outcomes-oriented, we seek to actively and regularly collaborate with awarded Respondents to enhance contract management, improve results, and adjust service delivery based on learning what works. Reliable and relevant data is necessary to drive service improvements, ensure compliance, inform trends to be monitored, and evaluate results and performance. During the regular meetings that occur throughout the term of the contract, it is anticipated that the following topics will be regularly discussed:

- Current status of performance metrics
- Topics of interest or concern to the Respondent
- Discussion and troubleshooting of challenges
- Review of activities on the horizon
- Review of budget and spending this year-to-date

**VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL:**

- A.** Proposals must be received by **5:00 p.m. on Wednesday, July 9, 2025, Central Daylight Time**. Please place proposals in a sealed envelope or box clearly labeled **“RFP 25-922, Improve Our Tulsa 3 (IOT3) Housing Fund Administration”**.

**Proposals received late will be returned unopened.**

- B.** Interested Respondents should submit:  
One (1) unbound original and three (3) bound copies of the proposal plus one (1) digital copy (USB drive).
- C.** Proposals shall be delivered and sealed to:

Deputy City Clerk  
City of Tulsa  
175 E. 2<sup>nd</sup> 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 **Friday, June 20, 2025**.

**Donny Tiemann, Project Buyer**  
[dtiemann@cityoftulsa.org](mailto:dtiemann@cityoftulsa.org)

Any questions regarding this RFP will be handled as promptly and as directly as possible. If a question requires only minor clarification of instructions or specifications, it will be handled via e-mail. If any question results in a substantive change or addition to the RFP, the change or addition will be forwarded to all registered Respondents as quickly as possible by addendum.

- F.** Proposals will be opened on the morning after the due date, at 8:30am, at the:

**Standards, Specifications, and Awards Committee Meeting**  
**175 East 2<sup>nd</sup> Street, 2<sup>nd</sup> Floor**  
**City Council Chamber**

## **VIII. RESPONSE QUESTIONS AND PROPOSAL REQUIREMENTS**

To be considered, interested Respondents should submit a brief proposal for each of the stated deliverables, and address the following questions or information requests:

### **Firm Qualifications and Experience**

- A.** Provide a general overview of your organization. Demonstrate significant experience in the development and administration of programs similar to the IOT3 Housing Fund programs by citing at least 3 comparable qualifications from your work portfolio.
- B.** Describe the extent of your organization's experience in funding affordable housing development, including metrics such as (but not limited to) number of loans, grants, and amount of funding disbursed based on fund size, as well as units completed across an identified period of time.
- C.** Describe the extent of your organization's experience in leveraging funds from local and national non-profit and for-profit entities. Include specific projects and the different funding sources successfully utilized.
- D.** Describe your experience working with community stakeholders and government entities in program design, project selection, and fund management.

### **Staff Capacity and Oversight**

- E.** Describe the team that would work on this project. Include a list of key team members, qualifications, and their general availability. Highlight your team's knowledge of governance and development regulations in Tulsa or relevant peer cities.

### **Service Delivery and Timeline**

- F.** Provide a detailed description of your organization's ability, approach, and methodology to administer the IOT3 Housing Fund in line with the RFP objectives and key elements outlined in the scope of work.
- G.** Implementation Timeline: Provide an implementation timeline, including key milestones related to the scope of work. Include estimates of timeframes to complete each task.

### **Project Management and Reporting**

- H.** Describe your proposed method of project management, including where funds will be held.
- I.** In addition to the metrics identified in the RFP, describe any additional key performance indicators you plan to use to track the efficacy of grantmaking and lending practices.
- J.** Provide an overview of how you will communicate with the City of Tulsa in a responsive and proactive manner and integrate accountability measures with local leaders as part of fund administration.

### **Pricing and Cost Proposal**

- K. Cost Proposal:** In addition to the price summary sheet, complete a price schedule, budget, or cost proposal that will enable the effective delivery of the proposed project, as well as any additional items beyond those included in the scope of work pending additional funds raised.
- L. Narrative and Justification:** Present a detailed cost narrative that breaks down and explains the costs proposed for each of the different fund programs listed in this RFP

## **IX. 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:

Category	Total Points	What Would a Top Score Look Like?
<b>Firm Qualifications</b>	30	Firm can show a history of fundraising, stacking, and leveraging funds, developing and managing housing and/or community development grants and loan funds, and either through past experience or proposed current/future partnerships, exhibits an understanding of Tulsa market needs, local stakeholder landscape, and capability to develop and sustain partnerships and recruit and establish new partnerships to increase capacity and achieve stated housing production goals.
<b>Staff Capacity and Oversight</b>	20	Firm can show sufficient and capable staff that will perform this work within the timeframes listed in Section V Deliverables.
<b>Service Delivery and Timeline</b>	15	Firm can deliver project benchmarks in a timely manner.
<b>Project Management and Reporting</b>	15	Firm to report project milestones to City of Tulsa and report delays or changes to initial timeline and scope of work.
<b>Pricing, Cost Proposal and Transaction Fees</b>	20	Firm can perform the work for the outlined costs to a high degree of quality and satisfaction.

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](https://library.municode.com/ok/tulsa/codes/code_of_ordinances).

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

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

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

## **XI. Insurance Terms & Conditions**

A selected respondent shall be the named insured under all policies with an authorized insurance company licensed to do business in Oklahoma and shall secure prior to the Effective Date of this Agreement and shall keep in force at all times during the term of this agreement the following insurance:

**Commercial General Liability Insurance** on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but limited to: premise/operations (including off-site operations), blanket contractual liability and broad form property damage.

**Commercial Auto Liability Insurance** in an amount not less than \$1,000,000 per occurrence, extending to any automobile.

**Professional Errors and Omissions Insurance** in an amount not less than \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate.

**Fidelity Bond/Professional Crime Insurance** providing first party and third party coverage in an amount not less than \$1,000,000 including but not limited to losses resulting from fraudulent or dishonest acts including theft, embezzlement, and other types of dishonesty.

**Cyber Liability Insurance** providing first party and third party coverage in an amount not to exceed \$5,000,000 per occurrence and at least \$1,000,000 in the annual aggregate, including but not limited to cyber crime, malware, cyber extortion, and data breaches.

Workers' Compensation as required by Oklahoma Law.

Seller shall provide the City with current valid original certificates of insurance prior to commencement of this agreement and annually prior to policy renewals evidencing compliance with this Section.

Seller shall provide the City with a minimum of thirty (30) days prior written notice of policy cancellations. It is solely the awarded proposer's responsibility to provide notice to the City, should any required insurance be cancelled or non-renewed. Failure of the awarded proposer to provide all insurance requirements, or to provide notice, shall not relieve the Contractor of its obligation under this contract.

If Seller employs subcontractors in the performance of its work, awarded proposer agrees to obtain equivalent insurance provisions from its subcontractors as required under this agreement and provide a copy of their certificate of insurance to the City.

**Financial Security**

All companies providing insurance required by the contract/agreement must meet the minimum financial security requirements as set below. Companies providing insurance must have a current:

- Best's Rating not less than A (Excellent), and
- The Rating for each company must be indicated on the Certificate of Insurance

**Performance Bond**

The Seller shall provide to the City a performance bond in the amount equal to one hundred percent (100%) of the Total Cost proposed in the Price Summary Sheet to protect the City against loss due to the inability or refusal of proposer to perform under the management agreement.

- Seller shall provide evidence of such bond yearly and prior to renewal.

**Permits and Licenses**

The Seller shall be responsible for determining and securing, at his/her expense, any and all licenses and permits that are required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction in any manner connected with providing operations and maintenance of the facility. Such fees shall be included in and are part of the total proposal cost.

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## 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.

## 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)

**TOTAL COST NOT TO EXCEED:**  
**(All costs must be included, or your Bid will be disqualified)**

**\$** \_\_\_\_\_

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).

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**Sign Here ►**

Printed Name:

Title:

Date:

**THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK**

## APPENDIX A – City of Tulsa General Contract Terms

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It is anticipated that the City of Tulsa will enter into an Agreement with the selected Respondent (“Seller”) for an initial term ending one (1) year from the date of its execution by the City’s Mayor, with four (4) one-year renewals available at the option of the City. Contracts entered into by the City of Tulsa generally include, but are not limited to, the following terms:

1. **Renewals.** Seller understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Agreement. The continuing purchase by City of the Services set forth in this Agreement is subject to City’s needs and to City’s annual appropriation of sufficient funds in City’s fiscal year (July 1<sup>st</sup> to June 30<sup>th</sup>) 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](http://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 3-10)	
Insurance Requirements	
Respondent Information Sheet (required form)	
Price Sheet Summary (required form)	
Affidavit (Non-Collusion, Interest & Claimant) (required form)	
Acknowledgement of Receipt of Addenda (required form)	
Appendix A – City of Tulsa General Contract Terms	
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 2<sup>nd</sup> Street, Suite 260

Tulsa, OK, 74103

**Respondent Submission For:**

RFP# 25-922

RFP DESCRIPTION: Improve Our Tulsa 3(IOT3) Housing Fund  
Administration

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.