

August 19, 2025

Request For Proposal 26-904

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.

QUESTIONS/CLARIFICATION/CHANGES:

QUESTIONS:

Is Cash Management (i.e. cash positioning, cash forecasting) meant to be included under Investment Management? We didn't see it explicitly mentioned, but often times it's assumed included under the Investment umbrella for our governmental customers.

We're not currently looking to implement a separate Cash Management module currently, just investments and debt. There is a reference to cash flow modeling and forecasting reports under the investment section of requirements. This is specific to investments and relates to any available reporting for cash flows from investment laddering and maturities, not to a separate Cash Management model. We might be interested in Cash Management later, but not in this phase.

1. Can the RFP be electronically submitted via email rather than physical mail? **No.**
2. Section "IV. Scope of Work" has 5 requests from the City but the scope of work is not listed as one of the required documents in the respondent checklist. Is the scope of work something that the vendor provides once they are awarded the project? **Yes**
3. It states that the entire RFP Packet needs to be returned. Would you like us to include one copy of the 22 pages of the RFP along with all the required documents? **We expect all copies to include the entire RFP Packet.**
4. The requirements state that 1 unbound and 3 bound copies of the proposal need to be submitted. Is it sufficient if the 3 bound copies are stapled together? If not, can you please state how you would like it bound. **While some type of a binder is preferred, stapled is acceptable.**
5. Point 3, Section B point ii "No limits to the number of databases available"
 - a. Can you please state explicitly what your definition of "databases" is for this?
For investments – we use the term "databases" synonymously with the term "investment pools." For example – our pooled cash investments would be the primary database, but we also may need to create a separate pool/database for a trust or authority that needs to hold investments outside of pooled cash. We would consider this pool created for the trust/authority as a separate database in this context. Similarly, for pooled cash in previous fiscal years, we would want a separate pool/database for each fiscal year.

6. Our Vendor Number is 5282 with the City. Please confirm that sarapovic@sympro.com will be receiving all the addenda's and additional info pertaining to RFP 26-904. **Yes, you will receive all addenda's and additional information.**

Regarding the RFP, we do need some additional information in order to provide an accurate pricing quote for the City of Tulsa. I've outlined questions below (answers already gathered in red, but please feel free to update accordingly). If possible, could you please also share a current holdings report? We are happy to sign an NDA if required by the City of Tulsa to do so. If a holdings report isn't possible, a summary of security types by market value would also suffice in the meantime.

- Total Investment & Debt Portfolio(s) Size / \$ Amount: **\$1.5B in Investments and \$700M in Debt (all public)**
- Current ERP/GL System(s): **Tyler Munis**
- Current Custodians: **JP Morgan and Bank of OK**
- Number of Custodial/Safekeeping Accounts Clearwater would need to connect to: **Two**
- Number of Positions: **200 (including all securities, cash, MMA, CDs, ICS, judgements)**
- Number of Securities: **167 (excluding cash, MMA, CDs, ICS, judgements)**
- Average Number of Transactions Executed Monthly: **15-20 inclusive of securities trades and placement/withdrawals from MMAs and ICS.**
- Portfolio Breakdown by Percentage | Security Types (e.g., 35% Fixed Income, 10% domestic stocks, 5% derivatives, etc. *If you can share a holdings report, that would answer this question too*):



**City of Tulsa Pooled Portfolio
Portfolio Management
Portfolio Summary
August 18, 2025**

Investments	Par Value	Market Value	Book Value	% of Portfolio
Certificates of Deposit	99,900,000.00	99,900,000.00	99,900,000.00	6.32
Federal Agency Coupon Securities	718,000,000.00	712,346,586.36	717,821,427.72	45.39
Treasury Coupon Securities	340,000,000.00	334,460,970.00	334,610,955.01	21.16
Municipal Bonds	36,185,198.28	34,501,211.17	34,535,299.29	2.18
Cash	82,690,766.54	82,690,766.54	82,690,766.54	5.23
Money Markets	220,000,000.00	220,000,000.00	220,000,000.00	13.91
Judgments	17,865,542.09	17,865,542.09	17,865,542.09	1.13
ICS Deposit	74,000,000.00	74,000,000.00	74,000,000.00	4.68
Investments	1,588,641,506.91	1,575,765,076.16	1,581,423,990.65	100.00%

Request for Proposal

26-904

Professional Services for:
Investment and Debt Management Software

Department: Finance

NIGP Commodity Code(s): 208-10, 946-00, 946-49, 946-56

RFP Schedule

EVENT	DATE
RFP Issue Date	08/01/2025
Pre-Proposal Conference	No Pre-Proposal Conference
Deadline for Questions <i>Submit to assigned buyer via email.</i>	08/15/2025 <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>	08/27/2025

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

Donny Tiemann | dtiemann@cityoftulsa.org

*All questions should be emailed with **RFP 26-904** 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 is soliciting proposals to secure professional services to provide and implement a cloud-based software solution to support Investment and Debt Management.

We enthusiastically look forward to receiving Your proposal.

II. BACKGROUND:

Currently, the City utilizes Mun-Ease for sizing and projections of debt issuance, and Emphasys SymPro for debt management (post-issuance issuance database and debt service tracking) and as our investment database. The City's preference is to acquire a singular solution for all components of debt and investment management that we seek. Project information to include, but not limited to, all functions related to bonding, and should be able to handle different users, trades, and unique functional needs for each investment and debt type.

Our objective is to identify a software package that is commercially available, is SaaS/cloud based, has the capacity to integrate with the City's ERP system, and will provide maintenance and support. Services may consist of planning, organizing, installing, configuring, testing for acceptance and compatibility with City systems and user training on the Software.

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	08/01/2025
Pre-Proposal Conference	No Pre-Proposal Conference
Deadline for Questions	08/15/2025
PROPOSAL DUE DATE	08/27/2025
Begin proposal evaluations	08/29/2025
Interviews with Respondents (anticipated)	09/09/2025
Negotiations with apparent successful Respondent begin (anticipated)	09/19/2025
Execute contract (anticipated)	09/24/2025
Begin service delivery (anticipated)	10/01/2025

IV. SCOPE OF WORK:

1. The Respondent shall develop a Business Requirements Plan/Report to detail the approach that will be used for each of the key software features described in this RFP.
2. The Respondent shall develop a workflow plan for the implementation of the software.
3. The Respondent shall train designated staff in use of the software and the creation and execution of reports described in this RFP.
4. The Respondent shall provide maintenance on the system once implemented.
5. The Respondent shall Include a plan for submitting system change orders, upgrades, fixes, and enhancements by the software management during maintenance of the system.

V. DELIVERABLES:

The products, reports, and plans to be delivered to the City will include:

- 1) A cloud-based debt and investment management software solution that meets the needs of the City and specifications as described in this RFP.
- 2) Reporting requirements as described in this RFP.
- 3) The software must have capability for the import and export of data. Such capabilities should be within industry standards and comply with BEST standards and practices.
- 4) Software solution that is capable to integrate with Tyler Technologies ERP (Munis).

VI. 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

VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL:

- A.** Proposals must be received by **5:00 p.m. on Wednesday, August 27, 2025, Central Daylight Time.** Please place proposals in a sealed envelope or box clearly labeled "**RFP 26-904, Investment and Debt Management Software**".

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 (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 **Friday, August 15, 2025**.

Donny Tiemann, Project Buyer
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 2nd Street, 2nd Floor
City Council Chamber

VIII. RESPONSE QUESTIONS AND PROPOSAL REQUIREMENTS

To be considered, interested Respondents should submit or address the following questions or information requests:

1. General Overview:

- a. Please describe your company and the markets that you provide services for.
- b. What distinguishes your company from your competitors in the public sector merchant services and online payment processing space?
- c. Describe your approach to delivering a singular, multi-service, and multi-channel digital investment and debt platform that is both innovative and scalable?
- d. Any solution procured by the City of Tulsa will require 24/7/365 availability and 99.9% uptime. Tell us how your solution will meet these requirements with consistent performance in consideration of increases in user traffic and volume.
- e. Please provide at least three references for clients of a similar scope and size to the City of Tulsa that are currently using your solution. Include points of contact and a brief description of the project implemented.
- f. Please describe any use of subcontractors by your company and detail the work that they will perform. If applicable, will the City be required to enter into separate service agreements with subcontractors or will these agreements be managed by the contracted bidder?

2. Software features for debt management shall provide all functions related to bonding, including but not limited to the following:

- A. Bond structure and sizing:
 - i. Performing projections and preliminary sizing of fixed rate, variable rate, current refunding, advance refunding, cash defeasance, temporary financing, short-term debt instruments, etc. including, but not limited to, proposed sources and uses, cost of issuance and projected interest rates by maturity.
 - ii. Ability to provide information specific to a bond issue, such as sources and uses of funds, and provide for the following:
 - a. Maintenance of all debt payment schedules.
 - b. Scheduling of all debt payments by due date, principal and interest and fees, total due, department, fund and accounting line item.
 - c. Calculation of all year-end accounting adjustments by bond issue and loan, fund and accounting entry, including accrued interest, reversal of prior year accrued interest, amortization of premium and discount and deferred charges.
 - d. Tracking of actual bonds by CUSIP within each bond issue for continuing disclosure purposes.
 - e. Tracking of actual payments made by bond and loan, principal and interest, and date.
 - iii. Allowing calculation of pro-forma amortization schedules at the bond level to determine effect on other debt outstanding.
- B. The software will be responsible for the following Reporting and Compliance function which the software assists with:
 - i. Continuing disclosure and post-issuance compliance related to bond portfolio
 - ii. Arbitrage Rebate compliance and ability for tracking issues scheduled for calculations
 - iii. Official Statement table reporting related to authorized, allocated and issued bonds, outstanding debt per type, and other tables. The following list of reports, while not all inclusive, should be available and downloaded to Microsoft Excel
 - a. Outstanding Long-Term General Obligation Debt,
 - b. Summary of Principal and Interest on Long-Term Direct General Obligation Debt,
 - c. Outstanding Long-Term Direct General Obligation Debt,
 - d. Authorized but Unissued Direct General Obligation Debt,
 - e. Special Tax Obligation Debt Service on Outstanding Bonds,
 - f. Special Tax Obligation Actual & Projected Debt Service Coverage,
 - g. Annual reporting for Treasurer's Annual Report,
 - h. Financial reporting,
 - i. Debt Cash flow reporting,
 - j. Ad hoc reporting capabilities.

3. Software features for investment management must be compliant with GASB 31 (Accounting and Financial Reporting for Certain Investments Investment Pools), GASB 40 (Deposit and Investment Risk) and GASB 72 (Fair value Measurement).

- A. At a minimum, the software must provide the following types of investment securities and money market instruments:
 - i. Agency Discount Notes
 - ii. Agency Callable Securities
 - iii. Agency Callable Step-up Securities
 - iv. Treasury Bills/Notes
 - v. Commercial Paper
 - vi. Cash Accounts e.g. Passbook Accounts
 - vii. CD's
 - viii. Money Markets
 - ix. Equities
 - x. Repurchase agreement
 - xi. Judgements
 - xii. Support for other Investment Types as needed
- B. The City desires to have the following minimum program features in the proposed Solution:
 - i. No limits on the number of portfolios the program can maintain
 - ii. No limits to the number of databases available.
 - iii. A minimum of 9,999,999 individual security transactions; security types must be pre-defined by City of Tulsa.
 - iv. Provide the following accretion/amortization options:
 - a. Straight line
 - b. Straight line from purchase until maturity
 - c. Straight line, using 30-day month over 360-day year
 - d. Scientific, using actual days over 365-day year (366 for leap years)
 - e. Scientific, using 30-day month over 360-day year
 - f. Scientific, daily iteration method, using actual days over 365-day year (366 for leap years)
 - g. Scientific, daily iteration method, using 30-day months over 360-day year
 - h. Amortization, if necessary, at maturity only
 - i. Amortization calculation on original issue discount using 30-day months over a 360-day year
 - j. Constant yield calculation on amortization date for short term, discount, non-coupon bearing, fixed income, securities using actual number of days over a 360-day year
 - k. Constant yield calculation on actual days over 365-day year
 - l. Constant yield calculation for 30-day months over 360-day year
 - m. Constant yield calculation interpolation between coupon dates, actual days over 365-day year
 - n. Constant yield calculation interpolation between coupon dates, 30-day months over 360-day year
 - o. Cash Basis Accounting
 - p. Rule of 78 method (sum of the day's digits)

v. The proposed Software, at a minimum, must be capable to provide, track, and report on the following:

- a. Accretion/amortization for the month, and for the year, to date
- b. A current book or amortized value
- c. Accrued interest for the month, for the coupon period
- d. Bond equivalent yields to maturity
- e. Weighted average maturity
- f. Weighted average yield
- g. Unrealized gains and losses
- h. Call date
- i. Capability to generate system confirmation letters for trade settlement
- j. Investment pools and money market funds
- k. Broker/dealer information
- l. Assign diversification percentages by investment type, maturity, rating, CUSIP, dealer, other
- m. Investment transaction history (i.e. purchase, sales, calls)
- n. Capable of providing Buy and Sell scenario analysis
- o. Provide performance benchmark measurement capability
- p. Maturity schedule by CUSIP number (identifies most financial instruments), maturity and purchase date
- q. Provide sample report of cash flow modeling and forecasting

C. The City desires Software that has automated process to upload market prices. Charges for any 3rd party market pricing services should be included in the cost of the Proposal. The City prefers not to enter into agreements with third party pricing services. In addition, the software should have the following market pricing capabilities:

- i. Market-pricing module available on a CUSIP number basis
- ii. Market prices for each security type
- iii. Price commercial paper
- iv. Market values must be saved for historical reporting purpose for previous years
- v. A description of any limitations to pricing systems

D. The City is seeking robust reporting capabilities in the proposed Software. Reports must be exportable into Excel for further analysis and provide the ability for end users to create custom reports. At minimum the proposed Software must have the following capabilities:

- i. Allow for reports to be sorted by type of investment, by fund, by CUSIP, and other formats
- ii. Description of the procedure for requesting a new report
- iii. Description of the procedure for running a report
- iv. Description of the process to create and design a custom report; how many fields are included and how future reports will be assessed
- v. Merge portfolios for consolidated reporting purposes
- vi. Produce charts and graphs
- vii. Run historical reports (i.e. an inventory report that includes market values for previous years)
- viii. Run reports based on participating indicators for GASB 31, 40, 72 and any future statements of the Governmental Accounting Standards Board (GASB).

E. In an effort to safeguard the information input into the proposed Software and limit access to administrative features to authorized personnel, the proposed Software, at a minimum, must have the following security requirements:

- i. Provide daily, weekly, monthly, and yearly backup features.
- ii. Provide audit trail to verify input entries for accuracy; for example, security logs for each element changed with before and after displays including identification of user initiating change.
- iii. User IDs and passwords to access levels in the software system.
- iv. Menu-driven with on-line support and a help index.
- v. Manuals should be accessible via the Internet to multiple users

Please feel free to detail any additional notable features or functionality of your system that have not already been addressed in this document.

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	
Pricing	25	
Ability to provide a singular platform for investment and debt management and meet specified needs of the City	25	
Overall platform user and administrative experience, reporting, and compliance capabilities	20	
Implementation timeline and methodology	15	
Quality of references and past performance	10	
Post implementation support model	5	

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.

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. 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.

- K. **Data Rider:** If the box is checked "Yes," the Data Rider is **required**:

Yes: ☒ No: ☐

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

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:	Contact for Legal Notice:
Name: _____	Name: _____
Title/Position: _____	Title/Position: _____
Street: _____	Street: _____
City: _____	City: _____
State: _____	State: _____
Phone: _____	Phone: _____
Email: _____	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)

Please present line-item costs for all major categories for all expenses, including but not limited to those listed below:

Item Category	Frequency	Unit Cost	Total Cost (Frequency x Unit Cost)
Investment Management Module			
Debt Management Module			
Pricing Module			
GL Interface			
Implementation			
Training			
Annual Maintenance			
Additional Modules Offered			
Subscription/Licensing			
Other Fees and Costs			

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: _____

EXHIBIT B DATA RIDER

REQUIREMENTS FOR THE PROTECTION OF THE CITY OF TULSA'S PROTECTED DATA

This "Rider" is added to and incorporated as part of the Agreement pursuant to TAC 577H, between the City of Tulsa

("City") and _____ ("Seller").
(Seller's Legal Name)

Capitalized terms not defined in this Rider shall have the meaning provided in the Agreement. In the event of a conflict between the terms of this Rider and the Agreement, the terms of this Rider shall govern.

1. Acknowledgement of Confidential Nature of Information, Access and Applicable Law

Seller acknowledges that all data provided to Seller under the Agreement is confidential ("Protected Data"), and may be subject to certain state and federal laws restricting use and disclosure of such data, including the Oklahoma Security Breach Notification Act; the Oklahoma Government Website Information Act (Section 3113.1); the Oklahoma Computer Crimes Act; the CJIS Security Policy; the privacy and information security aspects of the Health Insurance Portability and Accountability Act and its implementing regulations (including without limitation 45 CFR Part 160 and Subparts A, C, and E of Part 164); and America's Water Infrastructure Act Section 2013. Seller agrees to comply, and require subcontractors to comply, with all applicable federal and state laws restricting the access, use and disclosure of Protected Data.

2. Prohibition on Unauthorized Use or Disclosure of Protected Data

Seller agrees to hold the City's Protected Data, and any information derived from such information, in strictest confidence. Seller shall not access, use or disclose Protected Data except as permitted or required by the Agreement or as otherwise authorized in writing by the City, or applicable laws. If required by a court of competent jurisdiction or an administrative body to disclose Protected Data, Seller will notify City in writing immediately upon receiving notice of such requirement and prior to any such disclosure, to give City an opportunity to oppose or otherwise respond to such disclosure (unless prohibited by law from doing so). If such opposition is unsuccessful, or if the City does not otherwise oppose or respond to the disclosure notice, Seller shall provide to the City a copy of any Protected Data disclosed contemporaneously with its disclosure. Any transmission, transportation or storage of Protected Data outside the United States is prohibited except on prior written authorization by the City.

Notwithstanding any other provisions of the Agreement, this Section B does not prohibit or limit Seller from any use or disclosure of any information that may be the same as any Protected Data but which Seller can demonstrate by documentary evidence was (i) properly obtained by Seller without access to, reference to or use of any Protected Data, and (ii) at all times maintained separately from and not in any way combined, commingled, compared, benchmarked or in any way associated with any Protected Data.

3. Safeguard Standard

With respect to the City's Protected Data, Seller shall comply in all respects reasonably pertinent to the Agreement with the Fair Information Practice Principles, as defined by the U.S. Federal Trade Commission. If collecting Protected Data electronically from individuals on behalf of the City, Seller shall utilize a privacy statement or notice in conformance with such principles.

Seller agrees to protect the privacy and security of Protected Data according to all applicable laws and regulations, by industry standard & commercially-acceptable standards, and no less rigorously than it protects its own confidential information, and will not place City, whether by act or omission, in violation of any privacy or security law known by Seller to be applicable to City. Seller shall implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality (authorized access), integrity and availability of the Protected Data. While Seller has responsibility for the Protected Data under the terms of this Agreement, Seller shall ensure that such security measures are regularly reviewed and revised to address evolving threats and vulnerabilities.

- A. All facilities used to store and process Protected Data will employ commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Seller's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. Seller will not use or maintain any Protected Data on a laptop, hard drive, USB key, flash drive, removable memory card, smartphone, or other portable device or unit except only as approved by City and provided that immediately upon the need for such Protected Data ceasing, such Personal Data is immediately destroyed or erased.
- B. At the request of the City, Seller will provide evidence that it has established and maintains technical and organizational security measures governing the processing of Protected Data appropriate to the processing and the nature of the Protected Data to be protected. In order to validate technical and organizational security measures, Seller will cooperate with the City's Seller Due Diligence Program, which includes a risk assessment, potentially supported by a questionnaire and/or a SOC 2 Type 2 (or equivalent) review, depending on risk level. In the event that the due diligence process results in recommended controls, Seller will implement agreed-upon controls in order to reduce residual risk to acceptable levels. Seller will promptly correct any deficiencies in the technical and organizational security measures identified by City to Seller.
- C. Without limiting the foregoing, Seller warrants that all Protected Data will be encrypted in transmission (including via web interface) and remain encrypted at rest at no less than 256bit level encryption.

- D. Seller will use industry standard and up-to-date security tools and technologies such as antivirus protections and Seller will not create or maintain data which are derivative of Protected Data except for the purpose of performing its obligations under the Agreement and this Rider and as authorized by City.
- E. intrusion detection methods in providing Services under this Agreement.
- F. Seller will not store or process Protected Data outside of data centers located in the United States unless authorized to do so in writing by City and such store or process complies with the applicable state, federal and international data protection laws, the Agreement and this Rider. City may revoke its authorization at any time.
- G. Seller will not permit any officer, director, employee, agent, other representative, subsidiary, affiliate, independent contractor, or any other person or entity acting on behalf of Seller to process Protected Data unless such processing is in compliance with the Agreement and this Rider and is necessary in order to carry out Seller's obligations under the Agreement and this Rider;
- H. Seller will establish a nightly process to provide the City with a full and updated copy of the Protected Data collected and stored on behalf of the City.
- I. Seller will provide the City with a complete data dictionary document including, but not limited to: Table Names, Field Names, Field Types, Field Lengths, and Table Relationships which shall not be disclosed to any persons without a need to know. All materials provided should note the confidentiality of such information.
- J. Seller will keep and maintain access logs, firewall logs, intrusion protection logs for a minimum of 180 days.

4. Return or Destruction of Protected Data

Within 30 days of the of the expiration or earlier termination of the Agreement, or when there is no longer any legitimate business need (as determined by City) to retain such Protected Data, or otherwise on the instruction of City, , Seller shall return the Protected Data to City in a format determined by City, unless the City requests in writing that such data be destroyed. This provision shall also apply to all Protected Data that is in the possession of subcontractors or agents of Seller. Such destruction shall be accomplished by "purging" or "physical destruction" in accordance with commercially reasonable standards for the type of data being destroyed (e.g., Guidelines for Media Sanitization, NIST SP 800-88). Seller shall certify in writing to the City that such return or destruction has been completed.

5. Sole Property of City

Protected Data will at all times remain the sole property of City, and nothing in this Rider will be interpreted as granting Seller any license or other right under any patent, copyright, trademark, trade secret, or other proprietary right to the Protected Data.

6. Breaches of Protected Data

For purposes of this section, the term "Breach," has the meaning given to it under the applicable state, federal law.

- A. Reporting of Breach.** Immediately upon discovery of a confirmed or suspected Breach, Seller shall report both orally and in writing to the City. In no event shall the report be made more than 24 hours after Seller knows or reasonably suspects a Breach has or may have occurred. In the event of a suspected Breach, Seller shall keep the City informed regularly of the progress of its investigation until the uncertainty is resolved.

Seller's report shall identify:

- 1. The nature of the unauthorized access, use or disclosure,
- 2. The Protected Data accessed, used or disclosed,
- 3. The person(s) who accessed, used and disclosed and/or received Protected or Private Information (if known),
- 4. What Seller has done or will do to mitigate any deleterious effect of the unauthorized access, use or disclosure, and
- 5. What corrective action Seller has taken or will take to prevent future unauthorized access, use or disclosure.
- 6. Seller shall provide such other information, including a written report, as reasonably requested by City.

- B. Coordination of Breach Response Activities.** In the event of a Breach, Seller will:

- 1. Immediately notify the State of Oklahoma and CISA upon learning of a possible breach.
- 2. Immediately preserve any potential forensic evidence relating to the Breach;
- 3. Promptly (within 2 business days) designate a contact person to whom the City will direct inquiries, and who will communicate Seller responses to City inquiries;
- 4. As rapidly as circumstances permit, apply appropriate resources to remedy the breach condition, investigate, document, restore City service(s) as directed by the City, and undertake appropriate response activities;
- 5. Provide status reports to the City on Breach response activities, either on a daily basis or a frequency approved by the City;
- 6. Coordinate all media, law enforcement, or other Breach notifications with the City in advance of such notification(s), unless expressly prohibited by law;

- 7. Make all reasonable efforts to assist and cooperate with the City in its Breach response efforts; and
- 8. Ensure that knowledgeable Seller staff are available on short notice, if needed, to participate in City-initiated meetings and/or conference calls regarding the Breach.

C Costs Arising from Breach. In the event of a Breach by the Seller or its staff or subcontractors, Seller agrees to promptly reimburse all costs to the City arising from such Breach, including but not limited to costs of notification of individuals, establishing and operating call center(s), credit monitoring and/or identity restoration services, time of City personnel responding to Breach, civil or criminal penalties levied against the City, attorney's fees, court costs, etc. Any Breach may be grounds for immediate termination of this Agreement by the City. Nothing in this paragraph limits any other remedies available to City.

D. Indemnify. Seller shall indemnify, defend and hold City harmless from and against all losses suffered or sustained by the City, and its employees, officers, representatives, or contractors, or by any third party or entity, caused by, resulting from, or attributable to Seller's breach or violation of any of the terms and conditions of this Rider. Seller's obligation to indemnify, defend, and hold City harmless shall survive termination or expiration of this Rider.

7. Examination of Records

City shall have access to and the right to examine any pertinent books, documents, papers, and records of Seller involving transactions and work related to this agreement until the expiration of five years after final payment hereunder. Seller shall retain project records for a period of five years from the date of final payment.

8. Assistance in Litigation or Administrative Proceedings

Seller shall make itself and any employees, subcontractors, or agents assisting Seller in the performance of its obligations under the Agreement available to City at no cost to City to testify as witnesses in the event of an unauthorized disclosure caused by Seller that results in litigation or administrative proceedings against City, its directors, officers, agents or employees based upon a claimed violation of laws relating to security, privacy or arising out of this agreement.

9. Insurance

Seller will maintain at all times during the term of this Agreement, at its own expense, cyber liability insurance with limits of no less than \$1,000,000.00 for any one occurrence and \$5,000,000.00 in annual aggregate.

10. Survival

Seller shall maintain an industry standard disaster recovery program to reduce the potential effect of outages because of supporting data center outages. Any backup site used to store City Protected Data shall include the same information security and privacy controls as the primary data center(s).

11. Right to Audit

Seller agrees that, as required by applicable state and federal law, auditors from state, federal, the City, or other agencies so designated by the City, shall have the option to audit the outsourced service. Records pertaining to the service shall be made available to auditors and the City during normal working hours for this purpose.

For Seller

By: _____
Signature

Name: _____

Title: _____

Date: _____

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 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 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 3-9)	
Respondent Information Sheet (required form)	
Price Sheet Summary (required form)	
Data Rider (If required)	
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# 26-904

RFP DESCRIPTION: Investment and Debt Management Software

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.