

September 14, 2026

Request for Proposal 27-909

Addendum #2

Please note the following changes which have been made for clarification to this Request for Proposal. **This addendum must be listed as Addendum #2 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:

1. How many users do you anticipate needing access to the system? Provide break down as below:
 1. Front desk (transaction processing only): **15**
 1. Back office (configuration and transaction processing): **25**
 1. Unique online visitors/month (website): **Information not available**
2. What is the target go live date of the new system?: **04/01/2027**
3. What is your total transaction volume processed last year? **8500/year**
4. What is the total value and number of credit card/ACH transactions processed last year? **\$448,226.41 - 5901 transactions**
5. What is the volume of online transactions? **Information not available**
6. How many physical credit card terminals will you require? How many need to be wireless? **14 - no wireless units required**
7. Are there any additional systems you are using in your department that you would like to have integrated with the recreation management system? **No**
8. Why are you looking to change from your current provider? **Our current provider is ending integration with Paymentus, and we are looking for a service with better reporting, online presence.**
9. Is Paymentus integration mandatory or are you open to alternative processors? **Paymentus integration is mandatory.**
10. When do you anticipate answers to questions being delivered? **In the addendum on either the 14th or the 15th.** With the questions deadline of the 14th and submission deadline of the 23rd, there is a tight turnaround time. Will you grant an extension to allow for printing and shipping time or alternatively allow for electronic submission? **No extension is anticipated at this time.**

1. What was the Parks & Recreation Department's total annual revenue for the most recently completed fiscal year? **\$556,447.22**
2. Can the City provide a high-level revenue breakdown by major category (e.g., registrations, memberships, facility rentals, POS/concessions, aquatics, athletics, etc.)?
Registrations: \$364,918.99
Memberships: \$33,206
Facility Reservations: \$67, 912.54
POS: \$64849.69
3. Approximately how many active household records currently exist in RecDesk? **Information not available**
4. Approximately how many active memberships are managed today? **34,000**
5. What was the City's total credit card processing volume during the last 12 months? **\$456,946**
6. Approximately how many credit card transactions were processed during the last 12 months? **6,300**
7. Will the City be evaluating payment processing/merchant services as part of this procurement? **No**
8. If so, is the City seeking pricing for an integrated payment processing solution or does it intend to continue using its current processor?
The city plans to use its current payment processor.
9. How many facilities, rooms, courts, pavilions, fields, and other reservable assets will be managed in the new system? **354**
10. Approximately how many program registrations are processed annually?
12500
11. Approximately how many facility reservations are processed annually? **1200**
12. Approximately how many POS transactions are processed annually? **1200**
13. How many years of historical data does the City wish to migrate from RecDesk? **3 years**
14. Is the City seeking migration of the following data?
 - Household/account records: **yes**
 - Membership records: **yes**
 - Program registration history: **yes**
 - Facility reservation history: **yes**
 - Financial transaction history: **yes**
 - Attached documents and waivers: **yes**
15. Does the City have a desired go-live date or target implementation timeframe? **04/01/2027**
16. Approximately how many staff users will require access to the system?
35-45
17. Approximately how many staff will require administrator-level training?
10-15
18. For the Munis integration, what financial data exchanges are expected (GL exports, cash receipts, customer invoices, etc.)? **GL Exports and cash receipts**

19. Does the City currently utilize Paymentus, Tyler Cashiering, or another payment gateway/merchant processor? **Paymentus**
20. Will the City require new hardware as part of this project?
- EMV credit card terminals **yes**
 - Receipt printers **yes**
 - Barcode scanners **no**
 - Cash drawers **no**
 - Membership card printers **no**
 - Self-service kiosks **yes**
21. Does the City anticipate requiring on-site training, virtual training, or a combination of both? **Virtual training**
22. Are there any anticipated implementation blackout periods or seasonal operational constraints that should be considered during project planning? **No**
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1. Does Section III. 2. - that references the City's minimum technical requirements - does this requirement not apply to a cloud-based proposal? **It does apply to Cloud-based services. That way, if there are any specific scanners or card reading equipment we need to operate, it should be included in the RFP.**
2. In item 167 - the Payment Processing specifies Paymentus/Tyler as acceptable third-party processors. Is this a requirement, or is the City willing to do an in-house payment processor with the software? **This is a requirement.**
3. Is your current annual revenue expected to grow more than 20% in the upcoming year? **We do not expect annual revenue to grow more than 20% in the coming year.**
4. In the Data Rider (Exhibit B) - the specification of SOC2 Type 2 required at the time of proposal submission, or only during contract negotiation with the selected software vendor? **The Data Rider is to be submitted with your bid packet.**

September 4, 2026

Request for Proposal 27-909

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:

CHANGES:

PAGE 10: Submittal Requirements, # E – has been revised to now read as follows;

E. Indicate if the proposed system can integrate with the City's contracted payment processor or if the vendor requires use of a specific processor.

PAGE 29 & 33: Attachment A FUNCTIONS TECHNICAL REQUIREMENTS

#167 Was: Ability to have an open API for payment processing or third-party payment processors, Paymentus and/or Tyler Cashiering

#167 Changed to: Ability to have an open API for payment processing through the City's contracted payment provider.

#168 WAS: If a third-party payment processor is used, there must be some identifier that helps identify which transaction in the recreation system ties to which payment in the third-party payment system.

#168 Changed to: This Information has been removed.

#169 Was: Third party interface for PCI compliance will not store any credit card payment information on servers or network

#169 Changed to: Interface for PCI compliance will not store any credit card payment information on servers or network

#227 WAS: If a third-party payment processor is used, ability to generate and print financial reports from payment processor.

#227 Changed to: This Information has been removed

Request for Proposal

27-909

Professional Services for:
Recreation Management Software System

Department: Parks, Culture & Recreation

NIGP Commodity Code(s): 209-38; 209-31; 958-23

RFP Schedule

EVENT	DATE
RFP Issue Date	09/02/2026
Pre-Proposal Conference	No Pre-Proposal Conference
Deadline for Questions <i>Submit to assigned buyer via email.</i>	09/14/2026 <i>10 Days prior to RFP due date</i>
Proposal Due Date <i>Mail or deliver to City Clerk address. Proposals are open the day after the due date.</i>	09/23/2026

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

Buyer Name: Donny Tiemann | dtiemann@cityoftulsa.org
*All questions should be emailed with **RFP 27- 909** 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



CITY OF
Tulsa
A New Kind of Energy™

I. OVERVIEW AND GOALS:

The goal of this Request for Proposal (RFP), is to secure professional services to provide a Recreation Management Software System for the City of Tulsa's Parks and Recreation Department

We enthusiastically look forward to receiving your proposal.

II. TIMELINE:

The schedule below provides **estimated dates** for the RFP and contracting process. **The City may adjust this schedule as needed.**

EVENT	DATE
RFP Issue Date	9/02/2026
Deadline for Questions	9/14/2026
PROPOSAL DUE DATE	9/23/2026
Begin proposal evaluations	9/25/2026
Interviews with proposers (If Needed)	10/01/2026
Negotiations with apparent successful proposer begin (anticipated)	10/08/2026
Execute contract (anticipated)	10/14/2026
Begin service delivery (anticipated)	TBD

III. SCOPE OF WORK:

The purpose of this RFP is to obtain a comprehensive Recreation Management Software System that can meet the current requirements of the City of Tulsa Parks and Recreation Department ("the City") and is capable of expansion to meet future needs. The City requires a hosted cloud-based solution with 99.9% availability and with minimal local client (PC) software installation which provides staff and customers the greatest flexibility in accessing the software. We require access to all data, compliance with data retention/public record laws and protection of sensitive data such as personal information (PII Compliance) and payment information (PCI Compliance).

The Respondent's solution/package should provide an intuitive, beautifully designed user experience. Ideally, the solution will be consistent with the City's visual brand www.cityoftulsa.org and should be accessible for users with disabilities under ADA Title II (see WCAG2 and section 508 for guidelines). The Proposer's tool should be available on any web browser or mobile device.

The ideal software solution will enable the City to provide excellent customer service, both in person and online, for its main business activities. Additionally, the solution should enhance internal operations and provide easy management, allow for future growth, and extend easily to functional areas of the Parks and Recreation Department. The City is committed to taking significant steps to automate as many processes as possible and is interested in functionality that will automate the basis, common services associated with the modules below:

- Account Management
- Marketing Communication
- Online Activity Registration
- Payment Processing
- Online Facility Reservations
- Instructor Management
- Onsite Activity Registrations
- Scholarship Programs
- Onsite Facility Reservations
- Smart Phone/Social Media Integration
- Reporting
- Point of Sale
- Customer Service Check-in

The Respondent selected (“Seller”) will be responsible for the implementation of all selected components, project management, training, data migration (see Migration Problem Statement below), and full installation that meet the requirements as agreed to in the final contract.

If the Seller’s system performs the desired task differently than described in the RFP, the Seller is encouraged to explain how their system can accomplish the desired task.

The City’s migration goal is to successfully migrate as much data from our existing system (RecDesk) as possible while minimizing the outward facing impact. A successful migration would be defined as the account history on the patron’s account; user information like email addresses, mailing addresses, phone numbers, etc.; if possible, migrate passwords and usernames. Ideally, all migration will be performed by the Seller.

The Respondent shall;

1. Assure that a designated project team is used for this project. Departure or reassignment of, or substitution for any member of the designated project team shall not be made without the prior written approval of the City.

2. Provide any technical requirements that must be met by the City to implement the Recreation Management Software System. This includes network (speed, ports, settings), client (OS, RAM, and Processor), Server (OS, RAM, Processor and storage), database (name, version, and storage), and software (browsers, .NET version, and 3rd party applications). Identify any areas in which the proposed system does not meet the City's minimum technical requirements explained in Attachment A. Additionally, provide information about any necessary hardware and peripherals required for the recreation software to operate effectively. Include pricing for additional hardware and peripherals as part of the cost proposal.
3. Include samples of reports such as a payment receipt, detailed transaction report, facility calendars, class rosters, brochures, or other literature.

IV. DELIVERABLES:

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

1. The designated project team will be expected to meet regularly with the City employees and/or other representatives to discuss the transition and provide progress reports. Detailed project timelines with Gantt charts are expected that illustrate phases of installation, training, testing, go-live, etc. The implementation goal of the City is to carry out a new solution that includes extensive training and support throughout the project's lifecycle and continuously after go-Live. Ideally, the project team will offer both in-person training and web-based training, for new hires, after the initial deployment.
2. We require in-person or online training as part of the implementation, using a "train-the trainer" model with electronic resources available moving forward. The ability to conduct additional training in-house, segmented by specific user groups (i.e., administrators, project managers, contractors, etc.) is key. Ongoing support throughout the deployment phases is also critical, as designated City staff will require help desk support in order to escalate technical issues.

V. PERFORMANCE METRICS AND CONTRACT MANAGEMENT:

Performance Metrics

The City will develop performance metrics with the Respondent who is awarded the contract. 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 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 successful Respondent and the City prior to the finalization of a contract between parties and may be adjusted overtime as needed.

Performance Metric	Data Source	Data Collection Frequency	Data Collection Responsibility
Status Meetings	Respondent	Monthly	Vendor
Training	Respondent	As Needed	Vendor

Contract Performance Monitoring

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

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

VI. INSTRUCTIONS FOR SUBMITTING A PROPOSAL:

- A.** Proposals must be received by **5:00 p.m. on Wednesday, September 23, 2026, Central Daylight Time**. Please place proposals in a sealed envelope or box clearly labeled “**RFP 27-909, Recreation Management Software System**”.

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. 2nd St.
Suite 260
Tulsa, OK 74103
- D.** All interested Respondents (Sellers) are required to register with the Buyer in order to receive updates, addenda or any additional information required. You can learn more about the registration process on the following website:
<https://www.cityoftulsa.org/government/departments/finance/selling-to-the-city/register-as-a-vendor/>.

The City is not responsible for any failure to register.

- E.** Inquiries or questions to the Buyer requesting clarification regarding the Request for Proposal must be made via e-mail and must be received prior to the end of the business day on **Monday, September 14, 2026**

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

VII. EVALUATION OF PROPOSALS:

A panel consisting of not less than three City of Tulsa employees will conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFP. 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
Firm Experience and History	30
Capacity and Project Organization	35
Support	15
Pricing and Cost Proposal	20

Evaluation Criterion 1	Firm Experience and History
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Respondent shall demonstrate the experience of the firm considering the type of services required. Recent experience of the firm and successful completion of services or work of a similar type and complexity will be a material consideration.

Include information such as firm's past record of performance on contracts with other government agencies or public bodies and with private industry, including such factors as quality of work, ability to meet schedules, cooperation and responsiveness.

The City of Tulsa may also consider its own past performance information and experience when evaluating proposals from firms that have performed work for the City of Tulsa.

Submittal Requirements

1. Provide a brief description of your company to include your length of experience in performing the work described in Section III, Scope of Work.
2. Describe recent services provided by your company and any proposed subcontractors that demonstrate the company's ability to perform the requirements as indicated in the Scope of Work. Be sure to point out if the services were of a similar size and if they were for a governmental entity.
3. Describe how well your company has been able to meet schedules and the response times you have provided.
4. Provide four (4) client references that your firm has completed for projects that are similar to the City's current RFP using the template contained in Attachment B.

Evaluation Criterion 2	Capacity and Project Organization
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Respondent shall demonstrate the firm's capacity, available additional resources, and ability to provide the City of Tulsa with the required services. This should be demonstrated through the firm's understanding of City of Tulsa's needs, the scope of work to be provided to manage and complete the work, and submittal of the following required information.

Submittal Requirements

1. Provide a detailed description of your company's methodology, work plan and anticipated timeline for implementing the proposed scope of work. Discuss any special considerations, challenges, or assumptions made.
2. Describe your training program/approach and options such as interactive online courses, in-person/on-site training, handbooks/manuals, etc. Include how agency personnel (both administrators and general users) will be trained on the system and how training will be provided to new users after deployment.
3. Describe what personnel would be assigned to this contract and describe their qualifications, physical location and their knowledge of the Tulsa metro commercial real estate market.
4. Describe your company's ability to communicate and complete necessary paperwork to achieve project goals and benchmarks.

Evaluation Criterion 3	Support
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Respondent shall demonstrate the firm's ability to provide support services after the system is implemented.

Submittal Requirements

1. Describe your customer support hours. Describe what types of support are available.
2. Describe the average response time for support. Explain different response times as they apply to different levels of support (help running a report or system crash).
3. Include a sample Service-Level Agreement for on-going support costs in the Proposal.

Evaluation Criterion 4	Price
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The City of Tulsa is not obligated to award a contract to the lowest priced proposal and may accept the proposal that the City of Tulsa determines provides the best value to the City of Tulsa based upon evaluation criteria described above.

The price in **Exhibit A**, Price Sheet Summary, must include all direct hourly rates, direct costs including travel, parking, overhead, and profit. The City of Tulsa may, in its discretion, pay for extraordinary, unanticipated costs, subject to the availability of funds and prior written approval by the City of Tulsa.

Submittal Requirements

Complete and submit Exhibit A, Price Sheet Summary, as contained in this RFP.

In your proposal, please include a response to the following:

- A. Provide a total cost proposal for all products and services to be delivered. Fixed fee is preferred. Provide details of a fee-based schedule. If any portion of the project (such as implementation, data migration and/or conversion, or training) is proposed at an hourly rate and not included in the fixed fee, include a schedule of hourly rates for all proposed staff and the amount of time each person will be devoted to the project.
- B. Define any reimbursable expenses requested to be paid by the City. If you provide both hosted and non-hosted service models, please provide quotes for each model. Please provide costs and pricing for annual maintenance or per transaction fees for the next five (5) years.
- C. Indicate if any ongoing or annual costs for software licensing, support or maintenance are required or recommended. If licensing is required, please indicate if it is based on site, name, concurrent or machine.
- D. Outline any hard or peripheral requirements of your system and include itemized pricing if you provide this equipment.
- E. **Indicate if the proposed system can integrate with the City's contracted payment processor (Paymentus) or if the vendor requires use of a specific processor.**

The City of Tulsa also reserves the right to evaluate based on the full list of eligible criteria listed in [Title 6, Chapter 4](#) of the Tulsa Revised Ordinances (TRO):

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

VIII. MISCELLANEOUS

- A. The City expects to enter into a written agreement (the "Agreement") with the chosen Respondent that shall incorporate this RFP and your proposal. Further, Respondent 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 of Tulsa.
- C. The City of Tulsa 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 of Tulsa's name in any way as a potential customer is strictly prohibited except as authorized in writing by the City of Tulsa.
- 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 of Tulsa 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.

- K. Vendor agrees that all web-based content, mobile applications, and digital deliverables provided under this Agreement shall conform to the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, or higher, Success Criteria. Upon request, or prior to final acceptance, the Vendor must provide a current Voluntary Product Accessibility Template (VPAT) or Accessibility Conformance Report (ACR) documenting conformance with WCAG 2.1 Level AA. If the deliverables fail to meet WCAG 2.1 Level AA, the Vendor will, at no cost to the City, remediate the non-compliant content within 30 days of notification.

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

Yes: ☒ No: ☐

RESPONDENT INFORMATION SHEET

Respondent's Legal Name: _____

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

State of Organization: _____

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

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

Respondent's Address: _____

Street City State Zip Code

Respondent's Website Address: _____

Sales Contact:

Name: _____

Title/Position: _____

Street: _____

City: _____

State: _____

Phone: _____

Email: _____

Contact for Legal Notice:

Name: _____

Title/Position: _____

Street: _____

City: _____

State: _____

Phone: _____

Email: _____

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

- ☐ Email from 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 a Fee Schedule for the Proposed Project;

Proposed System Cost: \$ _____

THE CITY DOES NOT GUARANTEE ANY SPECIFIC QUANTITY OR NUMBER OF PURCHASES, IF ANY, THAT WILL BE MADE DURING THE AGREEMENT TERM.

Annual Price Adjustment. The prices bid for any Supplies and/or Services shall not increase during the first year of the term of the Agreement. However, if You anticipate that You will not be able to maintain firm prices after the first year of the term, You may request an annual change in price using one of the following methods. **The Increase shall be limited to the lesser of:**

- a. The change in the Consumer Price Index from BLS Table 1 ([linked here](#)) from the prior year.
- b. Or the following fixed percentage: _____%.

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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ATTACHMENT A – FUNCTIONS TECHNICAL REQUIREMENTS

#	Type	Feature	Yes	No
1	Accounts	Each account to include Address (primary and secondary - street for residency, P.O. Box for mailing) Home Phone, Cell Number, Work Number, (Primary and Secondary) - Birthdate for all members of an account, email address for each adult, emergency contacts, demographic indicators and special notes.		
2	Accounts	Ability to create accounts for organizations and ability to pay via organization's credit card.		
3	Accounts	Ability to search for patron by multiple criteria and partial information in order to access patron records, transactions, waivers, reservations, enrollments, etc.		
4	Accounts	Individual user accounts within family account		
5	Accounts	Ability to share children's account with divorced parents. Credits or refunds would stay with the paying parent's account.		
6	Accounts	Ability to remove a member of a family account to their own account due to marriage, divorce, or turning 18 years of age. This should be reversible.		
7	Accounts	Ability to deactivate, remove or hide a deceased patron on the family's account and does not show on a receipt. This should be reversible.		
8	Accounts	Ability to search text or text fragment on any field in a patron's account.		
9	Accounts	Ability to merge duplicate accounts without loss of history or transactions. Duplicates could include organizations, groups, families, and patrons.		
10	Accounts	Staff should be notified of duplicate entry when making a new patron's account or using a patron's account.		
11	Accounts	Ability to suspend on inactivate an account. This should be reversible.		
12	Accounts	Easily identify residents and nonresidents by their street address. System should import list of residents. Prefer GIS integration.		
13	Accounts	Ability for staff to change residency of individual patrons.		

14	Accounts	Allow customer to select preferred method of communication; email or phone or text.		
15	Accounts	Ability to use system as a CRM platform for mass communications and send newsletters out via Email or Text		
16	Accounts	Option for patrons to opt out of marketing emails and texts		
17	Accounts	Ability to make notes seen only by staff. Notes should appear in an obvious place		
18	Accounts	Ability for staff to make financial adjustments to a patron's account.		
19	Accounts	Allow 3rd party payments. (Someone not in the account is paying)		
20	Accounts	Track Patron's history		
21	Accounts	Ability to enter Zip Code, City, and State fields that automatically populate online or at a terminal		
22	Accounts	Ability for administrators to assign permissions to override or amend fees across all modules. (POS, Registrations, etc.)		
23	Accounts	Ability to assign patron types (residents, nonresident, nonprofit, etc.) in order to apply separate charges to each type.		
24	Accounts	Ability to track accounts demographics		
25	Accounts	Ability to attach/insert/scan to patron's account. (Waivers, releases, etc.)		
26	Accounts	Ability to export patron list based on participation history for news items, flyers, updates, e-blasts, etc.		
27	Accounts	Ability to create colorful, attractive flyers newsletters, etc. based on patrons' history.		
28	Accounts	Ability for staff to print liability waivers that are signed online and include patron's consent		
29	Accounts	Ability to store patron's photo on their account.		
30	Course/Setup	Able to use same codes each year		
31	Course/Setup	Activity codes either autogenerated or staff generated		
32	Course/Setup	Allows unlimited length descriptions for programs		

33	Course/Setup	Ability to rollover activity information from one session to another and generate new class/program/activity codes		
34	Course/Setup	Designate minimum and maximum number of participants		
35	Course/Setup	Ability to set separate registration start dates for programs		
36	Course/Setup	Automatically select and apply appropriate patron's fees based on account information		
37	Course/Setup	Programs can be associated with multiple facilities/locations and system would be automatically reserve the facilities.		
38	Course/Setup	Option to change activity status to open/closed/cancelled		
39	Course/Setup	Allow for class dates not meeting, total number of classes to be held, and print on the receipt		
40	Course/Setup	Comment/note that can be placed for a program/class that will appear on the receipt along with the program information. (Please wear tennis shoes, bring water, etc.)		
41	Course/Setup	Ability to include a bio for each course/class Instructor		
42	Course/Setup	Option for prerequisites to be linked to programs/classes, so only patrons who have not met the requirements can enroll		
43	Data Security	Provide full back up and restore functions		
44	Data Security	System will not display or print passwords		
45	Data Security	Ability to purge select data based upon retention schedule		
46	Facilities	Ability to manage reservations for multiple facilities, facility types, and centers.		
47	Facilities	Ability to reserve rooms or gyms separately or together.		
48	Facilities	Ability to set prompts for defined facility specific questions during reservation process. (Are you serving alcohol?) Questions should appear also appear for facility reservations made online.		

49	Facilities	Ability to modify reservation; date, time and facility without having to delete the reservation and create a new reservation.		
50	Facilities	Ability to cancel any reservation		
51	Facilities	Ability to create pattern reservations. (Example- every Monday and Tuesday for the next 6 Months)		
52	Facilities	Ability to create random recurring reservations with any combination of any date in one process		
53	Facilities	Ability for staff to reserve multiple facilities, for any date, in a single process.		
54	Facilities	Ability to change reservation prior to completion. Reservation must be displayed, and staff allowed to adjust or delete without having to process another transaction.		
55	Facilities	Refunds should only be linked to the reservation that was cancelled or changed.		
56	Facilities	Automatically calculate total fees for reservation.		
57	Facilities	Ability to edit or override fees at time of reservation or thereafter; based on staff members security.		
58	Facilities	Ability to amend charges, add fees, allow partial payments, payment reversal, credit card refunds, etc.		
59	Facilities	Allow for tracking, billing, and collecting fees, for billable services (facility damage, overtime usage, staff costs, etc.)		
60	Facilities	Ability for administrators to assign default fees for facilities and/or patron type. (resident or nonresident)		
61	Facilities	Ability to assign multiple fees to each facility		
62	Facilities	Ability to set up and cleanup times to be entered, separate from the reservation. Times cannot be included in the class or program schedule; online or brochure export.		
63	Facilities	Identify non-profits and for profits and show only corresponding fees with the option to view all fees.		
64	Facilities	Internal reservations are exempt from fees.		
65	Facilities	Ability to send receipt, room policy, etc. by automated email.		

66	Facilities	Ability to reserve facility when program or class is created.		
67	Facilities	Ability for staff to print, preview or email receipts, with reprint options or multi-copy options		
68	Facilities	Ability to print, reprint or multi-copy reservation confirmation		
69	Facilities	Ability to print facility calendar		
70	Facilities	Create and track invoices		
71	Facilities	Ability for staff to search for available space based on defined parameters (# of people, time usage, etc.)		
72	Facilities	Program facility set-up maintenance needs linked to each program		
73	Facilities	Ability to define unique operating hours for each facility; open and closed.		
74	Facilities	Ability to disallow reservations on certain days; holidays, City Closures, etc. Defined separately for each facility		
75	Facilities	Ability to view facilities schedules by year, month, week, day, & hour		
76	Facilities	Ability to reserve in minute increments and available from the calendar view		
77	Facilities	System should allow reservations at least two years in advance		
78	Facilities	Must prevent double-booking of reservations for all facilities		
79	Facilities	Alerts staff if there is a booking conflict prior to the completion of a reservation		
80	Facilities	Display on-screen, in calendar view, reservation schedules for multiple facilities by week, month, date, and year.		
81	Facilities	Ability to display reservation and usage information of a single facility or multiple facilities in a calendar format. In this format, staff should be able to click on the reservation to view details without having to go into the reservation		

82	Facilities	Ability for staff to color code different types of reservations on screen and calendar based on personal preference		
83	Facilities	Ability to create internal/maintenance/administration bookings without the necessity of linking to a family or organization		
84	Facilities	Automatically remove facility bookings for a cancelled program or class		
85	Facilities	Ability to start a reservation on the phone, then email the invoice or link to pay for the reservation to the customer.		
86	Facilities	Ability to cancel all fees for a reservation at the same time. Not having to cancel each fee separately.		
87	Facilities Online	Allows detailed facility information to be displayed; date, time, availability, schedules, fees, comments, facility photo, and videos		
88	Facilities Online	Online detailed, user-friendly facility search; patrons able to search for available facilities, types, locations, amenities, capacity, keywords, dates, and days. Ability to clearly display facility based on user-defined parameters.		
89	Facilities Online	Ability to select which facilities are available online		
90	Facilities Online	Ability to set minimum and maximum number of days and months in advance for a reservation being made. System will automatically determine if the reservation can be made.		
91	Facilities Online	System to display liability waivers and/or Terms and Conditions with, " I Agree" and I Disagree" options. If "I Disagree" is selected, the reservation cannot be completed. Patron should be able to print or email liability waiver to themselves.		
92	Facilities Online	Ability for staff to print liability waivers with patron's consent.		
93	Facilities Online	Online facility booking process to track special requirements (insurance, bouncy house, etc.)		
94	Facilities Online	Ability for patrons to view reserved times without seeing details of other reservations. (Names, reserved time or usage)		
95	Facilities Online	Patron view will only show site-specific fees and options.		

96	Facilities Online	Allow cart to expire after a certain period of time if patron does not check out.		
97	Facilities Reports	Ability to customize facility reports		
98	Facilities Reports	Ability to print or preview facility calendar including all rooms in a date range by individual rooms with fit to page option.		
99	Facilities Reports	Ability to print/email facility calendars by date, facility, or specific rooms. Calendars should include beginning and ending reservation times and staff defined title.		
100	Facilities Reports	Ability to track staff defined reservations. Example-- all wedding reservations		
101	Facilities Reports	Ability to create an analysis report of reservations by facility type, resident, nonresident, non-profit, etc.		
102	Facilities Reports	Ability to produce different reports for types of facility, meeting room, date and time.		
103	Facilities Reports	Ability to choose which groups or patrons are included into the report.		
104	Facilities Reports	Ability to report all financial activity for reservations by date range, site, type of facility(Room, gym pavilion) Hours used.		
105	Facilities Reports	Ability to preview reports on screen.		
106	Facilities Reports	Ability to print or email facility rules, regulations, policies, etc.		
107	Finance	System must allow: Full payment, partial payment, cash/check payments, credit card payments, payment reversal, payment cancellation and backdating. Credit balance refunds and deposit refunds.		
108	Finance	Allow split payments among multiple payment methods. (Cash, Check, Credit Cards)		
109	Finance	System must provide complete end-of day reports; detail and summary options. End of shift cash out process/ report, receipt transaction listing with receipt number, time of transaction, amount, patron's name,		

		type of payment, Daily GL Account distribution, ability to balance (cash out) by staff member, location, any date or time range, by function, by GL account, and payment method.		
110	Finance	Ability to cancel any transaction with options: Apply credit to household, apply split refund payment, refund later from finance, back date a payment cancellation.		
111	Finance	Alert Staff for non-payment on reserved class/course		
112	Finance	Alert Staff for a customer who has been suspended by Finance due to non-payment or bad checks		
113	Finance	Refund to payment type used for purchase		
114	Finance	Ability to apply account credit to any transaction in any module in person or online.		
115	Finance	Allow multiple user-defined payment methods to be used online (credit card, PayPal, Apple Pay, Amazon Pay, etc.)		
116	Finance	Require payment reference information to be entered during the transaction process		
117	Finance	As transactions are processed, the revenue generated may be linked to unique GL codes. The system should have the ability to separate the class fee and registration fee into two different GL accounts. Revenue from any part of the system's module may be associated with any GL code in the system		
118	Finance	System must provide the linking of revenue to GL accounts		
119	Finance	Ability to track revenue generated from activities that have not started (Deferred revenue)		
120	GIS	Integrate with the City's GIS System for residency information (ArcGIS)		
121	GIS	Ability to use GIS in determining resident vs. Nonresident		
122	Implementation	Detail project timeline; phases of installation, training, testing, etc.		

123	Implementation	Ability to interface with the City's financial software (Munis)		
124	Implementation	Extensive capability for a test/trainer database prior to going live		
125	Implementation	Extensive on-site training		
126	Implementation	Detailed training on customizing reports		
127	Implementation	Web-based training for staff		
128	Implementation	Extensive training for administration and staff		
129	Implementation	Dedicated vendor project manager		
130	Memberships	Batch renewal billing; rollover members into new cycle and automatically generates invoices		
131	Memberships	Ability to create a variety of membership pass types and periods (annual, quarterly, punch pass, etc.)		
132	Memberships	Option to print membership cards which can be used to pull up an account or check-in. Includes the ability to report and track usage. Cards could be mag-strip, barcode, etc.		
133	Memberships	Ability to scan members in without scan in screen open		
134	Memberships	Option to limit class registration to those with a valid membership		
135	Memberships	Ability to track and report on visit history.		
136	Migration	Ability to migrate all data from current platform (RecDesk)		
137	Migration	If data migration is available, ability to transfer all transactions on the patron's account to the new system (account history)		
138	Migration	If data migration is available, ability to transfer personal information (email address, mailing address, phone numbers, account information)		
139	Migration	If data migration is available, ability to transfer passwords and usernames		

140	Migration	Ability to completely migrate the data with minimal support from the City's staff		
141	Online	Email address is login credential		
142	Online	Patron able to select/ create their own password		
143	Online	Option for patron to login using Google, Facebook, etc.		
144	Online	Ability to integrate with Social Media sharing functions. Export links to create events on Facebook & Eventbrite		
145	Online	Alert patron if registration does not meet the requirements (Age, gender, perquisitions)		
146	Online	Offer electronics signature for liability waiver		
147	Online	Allow administrators to create an online catalog of courses		
148	Online	Allow administrators to include class details online		
149	Online	Ability to add custom activity- specific questions during online registration.		
150	Online	Ability to disallow online registration for certain classes		
151	Online	Responsive view adjusts for smart phones/ tablets and PC		
152	Online	Ability for patron to create account and use right away		
153	Online	System alerts patron if duplicate account is found and prevents duplication		
154	Online	User-friendly option to reset forgotten password or retrieve forgotten username		
155	Online	Ability for patron to update email, phone, birthdate, address.		
156	Online	Search engine to allow patrons to find program details and information		
157	Online	Ability to browse classes and availability online without and account		

158	Online	Prompt patron to confirm emergency contact during checkout		
159	Online	Periodically prompt patron to confirm phone, email, address, birthdate, etc.		
160	Online	Add activities to cart and view cart expiration		
161	Online	Detailed class registration receipts must be provided on-screen with option to print		
162	Online	Online patron must be notified in real-time if credit card is declined		
163	Online	Ability to conduct online surveys based on staff-defined criteria within the system using social media or email (preferably automatically after course concludes)		
164	Online	Option for website to match City's website		
165	Online	Ability to set up API connections to allow the Recreation Calendar to post to the City of Tulsa Website.		
166	Online	Create and update webpages without having to edit html		
167	Payment Processing	Ability to have an open API for payment processing through the City's contracted payment provider		
168	Removed	This information has been removed		
169	Payment Processing	Interface for PCI compliance will not store any credit card payment information on servers or network		
170	Payment Processing	Software must process payments in a timely manner. Payments must meet municipal industry standards for data security		
171	PCI Compliance	Software must be reliable, secure, and robust in accordance with the municipal industry standards and practices. Cloud-based PaaS (Platform-as-a-Service) preference.		
172	PCI Compliance	Vendor will notify in writing and voice immediately if any data breach has been detected and will provide detailed assurance/information on what information was compromised		
173	Point of Sale	Ability to customize receipts with different information		

174	Point of Sale	Itemized receipts		
175	Point of Sale	Flexibility in entering/charging amounts		
176	Point of Sale	Ability to create and issue gift cards on plastic cards		
177	Point of Sale	Ability to electronically gift courses to other users.		
178	Point of Sale	Option to attach patrons' information to transaction		
179	Point of Sale	Ability to easily process a refund from point of sale.		
180	Registration	Upon completion of any transaction, the roster, household history, cash journal, general ledger, and activity financial status reports are all updated immediately		
181	Registration	Options for administrators to give staff ability to override requirements		
182	Registration	Ability for staff to know that age or grade requirement has not been met.		
183	Registration	Display the number of enrollments into a class or program		
184	Registration	Staff should be notified immediately if a credit card has been declined		
185	Registration	Registration refunds must not be applied to other transactions without manual intervention		
186	Registration	Show a percentage bar, or other metric, to show the customer their completion status on the enrollment and payment screens		
187	Registration	Automatic email confirmations and reminders		
188	Registration	Prevent sensitive information from being emailed out by unaware staff.		
189	Registration	Ability to offer and track free or trial classes along with reporting.		
190	Registration	Each program or class link to a specific-defined category		
191	Registration	Ability to offer pre-enrollment for the current and next session		
192	Registration	Allow drop-in classes and fees		

193	Registration Transactions	Multiple window options for staff during registration. Able to do more than one thing at a time		
194	Registration Transactions	Staff able to make changes to any part of the transaction at any point in the process		
195	Registration Transactions	Allow staff to override requirements with proper credentials		
196	Registration Transactions	Do not allow duplicate registrations for the same person in the same class		
197	Registration Transactions	Ability to register a patron for multiple activities / classes without having to reselect patron for each program		
198	Registration Transactions	Ability to register multiple family members into multiple programs in one transaction without having to reselect the household and all transactions printing one receipt		
199	Registration Transactions	Easy for staff to reference the last transaction completed. (Receipt number, patron's name, etc.)		
200	Registration Transactions	Warn staff if registration does not meet specific requirements (age, gender, etc.)		
201	Registration Transactions	Ability to apply discounts to a transaction or an account as needed		
202	Registration Transactions	Ability to offer multi siblings discount		
203	Registration Transactions	Allow cancellations of an individual or entire class in a single transaction, with the option to apply refund to account, refund to method of payment, or apply amount to another program		
204	Registration Transactions	Ability for staff to transfer a patron or the entire class in a single transaction, with the option to apply refund to account, refund to method of payment, or apply amount to another program		
205	Registration Transactions	Ability for staff to transfer a patron or the entire class from one activity to another in one transaction		
206	Registration Transactions	Ability to choose email or printing receipt for patron		
207	Registration Transactions	Ability to add comments during activity setup		

208	Registration Transactions	Ability to customize receipts for each facility		
209	Registration Transactions	Ability to produce receipts with program information, dates, times, locations, payment method, transaction day and time.		
210	Registration Transactions	Option for administrators to add prompt for staff to send reminders (address, email, birthdate, etc.)		
211	Reports	Real-time financials		
212	Reports	Standard system reports which provide demographic and statistical information for program sessions, categories, types, ages, gender and ability to export and produces graphs and charts		
213	Reports	Ability to customize any report		
214	Reports	Ability to sort reports by staff, instructor, class, location, payment type, GL accounts, etc.		
215	Reports	Ability to print account statements based on user-defined criteria.		
216	Reports	Ability to view/print rosters and attendance sheets by user-defined fields (enrollment date, age, gender, etc.)		
217	Reports	Standard report listing all activities patron is/has been currently enrolled in: selected date		
218	Reports	Report showing activities not meeting minimum enrollment by supervisor, location, instructor, etc.		
219	Reports	Ability to track volunteer hours and manually enter volunteer hours		
220	Reports	Report showing activities meeting maximum enrollment by supervisor, location, instructor, etc.		
221	Reports	Ability to view/print activity listings, in summary or detail, by selecting a range of activities; date, location, etc.		
222	Reports	Report showing enrollment number in programs by category, sub-category, class, instructor, location, etc.		
223	Reports	Extensive customizable reporting		

224	Reports	Reports should be available in summary and detail by date range.		
225	Reports	Reports are exportable to PDF, Excel, Word, XML, Rich text, csv, etc.		
226	Reports	Refund reports for specified date ranges, with ability to exclude payment types.		
227	Removed	This information has been removed		
228	Reports	Instructor payment report based on percentage or flat rate		
229	Reports	Ability to report on membership duration for individual patrons		
230	Reports	Ability to calculate instructor pay		
231	Reports	View/Print instructor contact information, certifications, pay rate for verification purposes.		
232	Reports	Produce comparison reports. (walk-in & phone-in vs. online, resident vs nonresident)		
233	Reports	Ability to view/print revenue report by activity, preferably with option to create graphs and charts for revenue		
234	Reports	Audit trail to show which staff made each accounting transaction, membership change, program enrollment, etc.		
235	Reports	Ability to email End-of- Day automated report showing new members/ users		
236	Reports	Ability to report on Scholarships to provide information to staff on fundraising goals.		
237	Scholarship Program	Ability to show Scholarship eligibility on patron's account		
238	Scholarship Program	Automatically remove Scholarship status from accounts on system administrator-defined expiration date.		
239	Scholarship Program	Ability to offer and track Scholarships		

240	Scholarship Program	Ability for Scholarships to be redeemable online for approved activities		
241	Security	Different levels of authorization for multiple staff. Ability to limit staff access		
242	Security	Option to set staff permissions to only view and not create change transactions nor take payment		
243	Security	System must meet credit card industry Payment Applicator Best Practices specifications		
244	Security	System must comply with new credit card requirements		
245	Support	Technical support available 24/7		
246	Support	Up to date system manuals/ help for staff; printed online		
247	Support	Notification, description and training for updates and enhancements		
248	Support	Provide fixes and patches encountered between software releases		
249	System	Ability to access via tablet/iPad/mobile device with compatible viewing based on device		
250	System	Ability to use a mobile membership ID		
251	System	Patron/organization data must be shared across all modules of the system		
252	System	Ability to create teams / rosters		
253	System	System automatically assigns a unique transaction number to each reservation and registration		
254	System	System must allow the administrators to define how much history is retained and when it is archived		
255	System	All transactions, reports, etc. in the system should be in real time		
256	System	System allows for multiple secure users accounts that enable specific view/report/add/edit permissions. Specify # of concurrent users system supports		
257	System	On-going trainer/testing database, which would be used for training new employees		

258	System	Provides spell check within the system		
259	Reports	Integrated charting and data visualization system for check-ins, bookings, reservations, and sales		
260		Patron self-check-in		
261		System automatically assigns customer check-ins to associated programs		
262		Athletic league support that includes registration, creating team rosters, and scheduling of games and fields		
263		Ability for customers to edit reservations and bookings online		
264		Ability to create custom documents (waivers, reservation agreements, permit applications, etc.)		
265		Automatically assign documents to customer profile based on customer credentials (name, address, birthday, etc.)		
266		Ability to set membership eligibility based on customer attributes (age, residency, etc.)		
267		Ability to report total facility check-ins by hour, day, month, quarter, year, etc. with ability to limit report data by facility, membership type, residency, program, etc.		
268		Automated email notifications for scholarship applications		
269		Ability to apply multi-child discounts to online registrations		
270		Customer facing tag system for programs (beginner friendly, advanced, fitness, kid friendly, etc.)		

ATTACHMENT B - Client References

Organization: _____

Address: _____

Contact Person: _____ Phone Number: _____

Date of Services: _____

Description/Scope of Services: _____

Organization: _____

Address: _____

Contact Person: _____ Phone Number: _____

Date of Services: _____

Description/Scope of Services: _____

Organization: _____

Address: _____

Contact Person: _____ Phone Number: _____

Date of Services: _____

Description/Scope of Services: _____

Organization: _____

Address: _____

Contact Person: _____ Phone Number: _____

Date of Services: _____

Description/Scope of Services: _____

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.
13. **Acknowledgment.** If Seller has 10 or more full-time employees during the term of the Agreement, and this Agreement has a value of one hundred thousand dollars (\$100,000) or more, Seller hereby represents, warrants, and covenants to the City that, in accordance with and pursuant to 21 O.S. § 1289.31 (i) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (ii) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement.

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 2-4)	
Respondent Information Sheet (required form)	
Functions Technical Requirements (Attachment A)	
Client References (Attachment B)	
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# 27-909

RFP DESCRIPTION: Recreation Management Software System

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.