October 22, 2026

Request for Proposal 27-913

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:

1. **Annual Budget:** In Section VIII, Question 9, the maximum annual budget amount appears to be blank. Could you kindly confirm whether the City has established an annual budget or anticipated funding range for this project? $8000
2. **24/7 Foster and Veterinary Support:** Does the City require live human assistance around the clock, including qualified veterinary personnel, or would a combination of automated assistance and escalation to City-designated staff be acceptable? No, the 24/7 assistance requirement does not cover software-related support only. The vendor must offer continuous (24/7) assistance with questions related to foster and veterinary support.
3. **Expected System Usage:** Could you provide an approximate number of staff users, active foster families, volunteers, annual applications, and animal records the system is expected to support?
   Staff Users: 25
   Active Fosters: 250
   Volunteers: 25
   Annual Applications: at most 1000
   Animal Records: This system would not maintain extensive animal records. The only animal information contained in the system would be limited to the animals actively in foster. I would say at most 500.
4. **Data Migration:** Is there an estimated volume of existing records, forms, and attachments that would need to be migrated into the new platform? There will be no migration of records, forms, or attachments. The City will be starting with a clean slate.
5. **Cloud Architecture:** Would the City consider a hybrid cloud-based SaaS architecture that incorporates separately managed, U.S.-based backup and security services, provided all applicable security and data protection requirements are satisfied? The City is open to considering a hybrid-cloud based SaaS architecture.
6. **Data Backup and Delivery:** Does the City have preferred formats or secure transfer methods for the nightly full-data delivery required under Exhibit B? For this please use the Critical Questionnaire. https://forms.cloud.microsoft/g/u2XWtVAAwz
   The form is encrypted, but the vendor should not include sensitive information. ("Advanced Firewall with antimalware" rather than "Cisco Firepower 3160") If the vendor has a security professional, that'll ensure the best answers and protection of their information. The data Rider is marked Required on page 15.

7. **Microsoft 365 Integration:** Are there specific Microsoft 365 authentication, single sign-on (SSO), or email integration requirements that the City expects to implement during the initial deployment? The City would like SSO but will not be integrated with any Microsoft 365 authentication or email integration as we are wanting the application to have a standalone communication system.
8. **Service Level Expectations:** Has the City established specific uptime, Recovery Time Objective (RTO), or Recovery Point Objective (RPO) requirements that vendors should consider when preparing their proposals? Uptime: The percentage of time the system must be running and available 99.5% uptime.
   RTO – System must be back online within 2 hours.
   RPO – No more than 15 minutes of data can be lost.

1. Section VIII, Question 9 refers to a maximum annual cost, but the dollar amount appears blank. Could you confirm the intended budget limit? $8000
2. Does the 24/7 assistance requirement cover software-related support only, or must the vendor also provide operational foster and veterinary guidance? No, the 24/7 assistance requirement does not cover software-related support only. The vendor must offer continuous (24/7) assistance with questions related to foster and veterinary support.
3. Is there a preferred implementation timeline or target go-live date? Ideally 90-120 days.

CHANGES:

Was:

Commercial General Liability: $1,000,000 each occurrence	$2,000,000.00 (Annual Aggregate)
Workers' Compensation	(Statutory limits)
Cyber Liability (Annual Aggregate)	$5,000,000.00

Is Now:

Commercial General Liability: $1,000,000 each occurrence	$2,000,000.00 (Annual Aggregate)
Technology Professional Liability (Errors & Omissions / E&O) $1,000,000 per claim	$2,000,000.00 (Annual Aggregate)
Workers' Compensation	(Statutory limits)
Cyber Liability $1,000,000 per claim	$5,000,000.00 (Annual Aggregate)

Request for Proposal

27-913

Professional Services for:

Foster Management Software System

Department: Tulsa Animal Services

NIGP Commodity Code(s): 962-06, 208-68, 208-11, 958-23

RFP Schedule

EVENT	DATE
RFP Issue Date	10/15/2026
Pre-Proposal Conference	No Pre-Proposal Conference
Deadline for Questions *Submit to assigned buyer via email.*	10/26/2026 *10 Days prior to RFP due date*
Proposal Due Date *Mail or deliver to City Clerk address. Proposals are opened the day after the due date.*	11/04/2026

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 27-913** *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 purpose of this Request for Proposal (RFP) is to secure professional services to provide a cloud-based shelter foster platform. The solution must support foster management, volunteer coordination, animal transport, and community assistance programs for the City of Tulsa Animal Shelter. The City seeks a solution that streamlines intake, simplifies foster recruitment and communication, and provides an integrated platform for managing animals throughout their foster journey.

We enthusiastically look forward to receiving your proposal.

II. BACKGROUND:

The City of Tulsa Animal Services (TAS) currently relies on manual, staff-driven workflows to manage foster onboarding, communication, volunteer coordination, as well as surrender-intake requests. Interested fosters and community members access application forms through the City of Tulsa website, where submissions are collected primarily via Microsoft Forms. Staff must then manually review each submission, communicate with applicants individually, and determine the most appropriate placement or service pathway for each animal.

These manual processes create operational bottlenecks, slow evaluations, and delay placement decisions—especially during periods of high intake or limited staffing. The absence of automated routing, centralized case management, and integrated communication tools further impacts TAS's ability to efficiently manage fosters, transports, volunteer participation, and other community-based support activities.

The City of Tulsa Animal Services is seeking a modern, cloud-based solution that will modernize these workflows through a configurable, foster-focused platform that will streamline application intake, strengthen coordination and communication with volunteers and fosters, support transport and off-site program activities, and enable more timely and effective placement and pathway planning for animals in need.

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	10/15/2026
Pre-Proposal Conference	No Pre-Proposal Conference
Deadline for Questions	10/26/2026
PROPOSAL DUE DATE	11/04/2026
Begin proposal evaluations	11/06/2026

Interviews with Respondents (anticipated)	11/16/2026
Negotiations with apparent successful Respondent begin (anticipated)	11/19/2026
Execute contract (anticipated)	11/25/2026
Begin service delivery (anticipated)	TBD

IV. SCOPE OF WORK:

The selected Respondent shall provide a fully cloud-based foster services system designed to support high-volume shelter operations and the complex coordination needs of foster, volunteer, and transport programs. The system must facilitate streamlined foster onboarding, volunteer engagement, animal placement management, transport scheduling, and communication throughout the foster lifecycle. The system must meet all functional, operational, compliance, and reporting requirements described by TAS.

The system must require no City-managed hosting, servers, VPN, or infrastructure, and must be engineered to perform reliably in high-traffic shelter and foster environments.

The Respondent shall:

A. Application and Portal Management

1. The system must provide a configurable online application portal for foster onboarding, surrender requests, and volunteer engagement.
2. Legacy foster, surrender, and volunteer forms must be migrated into the new digital application format.
3. The City website must be updated to redirect users to the new cloud-based portals.

B. Workflow Automation and Application Processing

1. The system must automatically route submitted applications to the appropriate staff queues based on predefined rules.
2. The system shall include automated functionality for the intake and processing of foster and surrender applications, thereby minimizing the need for manual staff intervention.
3. Staff must receive training in application review, communication features, dashboards, and workflow tools.

C. Animal Pathway, Case Management, and Off-Site Program Support

1. The system must allow staff to review, evaluate, and assign animals to appropriate pathways using a centralized dashboard.
2. The system must enable scheduling and coordination of foster pickups.
3. The system must store and display animal records including breed, weight, sex and name to aide in foster matching only.
4. The system must support consistent documentation and decision-making for animal pathway planning.

D. Communication and Engagement Tools

1. The system must support integrated communication (email/SMS/app messaging) between staff, fosters, volunteers, and community members. Any proposed integration with the City's Microsoft 365 environment, including email relay, impersonation or delegated access, and single sign-on (SSO), shall be identified in the proposal and reviewed and approved by City IT Security before connection. The Respondent shall describe authentication methods, permissions, and data flows and demonstrate compliance with the City's current security standards.
2. The system must generate automated reminders, follow-ups, and task assignments for staff and volunteers.
3. The system must provide user-friendly, publicly accessible interfaces that enable community members to engage with and participate in Tulsa Animal Services programs.
4. The vendor must offer continuous (24/7) assistance with questions related to foster and veterinary support.

E. Reporting and Program Analytics

1. The system must provide reporting tools to track program performance, application volume, foster activity, and animal outcomes. The Respondent shall support scheduled delivery of City data for disaster recovery, business continuity, and analytics, consistent with Exhibit B's nightly full-copy and data dictionary requirements. Describe the delivery format, secure transfer method, completeness checks, and how the City can use the delivered data for recovery and analytics independently of the hosted service. Identify any restoration dependencies, software or licensing requirements, limitations, and costs. Describe backup retention, recovery point and recovery time objectives, restoration testing, and disaster recovery and business continuity procedures; final service levels shall be established with the City during contract negotiations. Describe available integration capabilities for EPL and ERP, including potential pet licensing and cash donation data exchanges, interfaces, data mappings, security, City resource needs, and separate costs. These are potential integrations for City evaluation; implementation scope and responsibility shall be included only as expressly agreed in the resulting contract.

F. System Accessibility and Usability

1. The system must be accessible from mobile devices, tablets, and desktop browsers.

G. Security, Compliance, and Access Control

1. The system shall adhere to City of Tulsa IT security standards related to user access, data protection, network security, and auditability. Whenever a Data Rider is required, a City IT Security assessment of the Respondent's security environment is also required; execution of the Data Rider alone does not satisfy this requirement. The Respondent shall cooperate with the City's Seller Due Diligence Program described in Exhibit B and provide the evidence requested for the risk assessment. The assessment and disposition of identified risks shall be completed to City IT Security's satisfaction before production access to City data or connection to City systems. The Respondent shall state whether its proposed solution or any optional integration stores, processes, or transmits payment card data, or can affect the security of a payment card environment and describe any payment processor and allocation of responsibilities. PCI applicability shall be determined by the City based on the proposed payment workflow. If applicable, the Respondent shall demonstrate compliance with applicable PCI DSS requirements and provide relevant validation evidence for its role before payment functionality is enabled. Payment card processing is not assumed to be included in this RFP; any such functionality and associated costs require express agreement in the resulting contract.

V. DELIVERABLES:

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

1. **Configured Online Application Portals**
   Delivery of fully configured foster, surrender, and volunteer application portals, including workflow automation and routing rules.
2. **Workflow, Dashboard, and Communication Setup**
   Implementation of automated workflows, staff dashboards, and integrated communication tools (email/SMS/in-app messaging).
3. **Off-Site Program and Animal Record Management Tools**
   Configured features for transport scheduling, foster coordination, volunteer activities, and animal record tracking.
4. **Reporting and Analytics Suite**
   Deployment of reporting tools to track program performance, application volume, foster/volunteer activity, and animal outcomes. Include configuration and validation of the nightly data delivery and data dictionary required by Exhibit B, with documented formats, transfer procedures, recovery dependencies, and analytics use instructions. Any EPL or ERP integration

expressly included in the contract shall include interface documentation and City acceptance testing.

5. **Role-Based Access, Security Configuration, and Compliance Documentation**
   Completed user-permission setup and documentation demonstrating compliance with City IT and privacy standards. Include completion of the City IT Security assessment, documented disposition of identified risks, and approval of any Microsoft 365 integrations and SSO before production use. Provide PCI validation evidence only where the City determines PCI applies to the agreed solution.

6. **Training, Go-Live Support, and Ongoing Maintenance**
   Delivery of training materials and sessions, go-live readiness validation, launch support, and defined ongoing support services.

VI. PERFORMANCE METRICS AND CONTRACT MANAGEMENT:

Performance Metrics

The following performance metrics highlight key priorities that will be analyzed with the awarded Respondent collaboratively during the life of the contract. This is not an exhaustive list, but rather an indication of significant performance metrics of interest to the City of Tulsa.
The City looks forward to working with the awarded Respondent ("Seller") to define additional important performance metrics during contract negotiations.

The final set of performance metrics and frequency of collection will be negotiated by the successful Respondent and the City prior to the finalization of an agreement between parties and may be adjusted over time as needed.

Performance Metric	Data Source	Data Collection Frequency	Data Collection Responsibility
Completed Deliverables	Scope of work	Weekly or bi-weekly	Vendor
Project status meetings, including delivery of agenda, progress updates, risks, action items, and follow-up documentation.	Seller	Weekly or bi-weekly	Vendor prepares and delivers materials; customer reviews and confirms completeness.
Training completion rate	Training attendance logs, post training surveys	Per onboarding cycle or annually	Vendor collects training metrics; customer reviews results

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, November 4, 2026, Central Daylight Time.** Please place proposals in a sealed envelope or box clearly labeled "**RFP 27-913, Foster 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, October 26, 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

VIII. RESPONSE QUESTIONS AND PROPOSAL REQUIREMENTS

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

1. Describe how your system supports online application portals for foster, surrender, and volunteer onboarding.
2. Provide a real-world example or workflow demonstration.
3. Provide evidence (VPAT, certification, or test results) that your public-facing portal meets WCAG 2.1 AA accessibility requirements.
4. Explain how your system tracks animal records, including breed, weight, sex and name that will aide in foster matching.
5. Describe how your organization provides 24/7 communication and support for foster and veterinary inquiries, including available communication channels, staffing model, and expected response times.
6. What communication channels are supported (email, SMS, in-app messaging)? For Microsoft 365 integrations and SSO, identify proposed authentication methods, relay or impersonation requirements, permissions, data flows, dependencies, and costs for City security review.
7. Describe the reporting tools included and provide sample reports for key metrics (application volume, foster participation, transport activity, animal outcomes). Describe scheduled backup/data extract delivery, recovery and business continuity capabilities, recovery objectives and testing, data dictionary content, analytics formats, dependencies, and costs. Address Exhibit B's nightly full-copy requirement and identify any exceptions. Describe available EPL/ERP interfaces for potential pet licensing and cash donation exchanges, distinguishing included capabilities from optional work and separately priced costs.

8. Describe how your system performs on iPads and wireless devices, including:
   - Responsive layout
   - Touch interactions
   - Performance in clinic environments
9. Provide a complete pricing schedule confirming your solution can meet the constraint of no more than $ per year including licensing, hosting, support, and maintenance.
10. Please describe the Production environments available for client User Acceptance Testing (UAT), including how they are refreshed and maintained.
11. Please provide SLAs for guaranteed system uptime and explain how service availability is maintained during updates or maintenance activities. Describe your participation in City security assessments and the supporting evidence available under Exhibit B. Identify any payment card functionality, proposed processor, and PCI responsibilities and validation evidence if applicable; explicitly state if no payment card functionality is proposed.
12. Please describe your organization's standard process for deploying software updates and release notes.

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

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IX. EVALUATION OF PROPOSALS:

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

All Bids will be evaluated using the following criteria:

Category	Total Points	What Would a Top Score Look Like?
System Features & Functionality	**30**	The Respondent shall meet or exceed all functional requirements for high-volume foster program operations, including foster application intake and approval workflows, volunteer coordination, transport scheduling, placement tracking, and reporting on foster program activity. The system should be intuitive, efficient, and purpose-built to support the needs of animals in foster care and the community members who participate in foster and volunteer programs.
Implementation, Training & Support	**15**	Implementation plan is clear, realistic, and requires minimal City resources. Training is comprehensive, includes high-quality materials, and supports onboarding of multiple user groups. Respondent demonstrates strong ongoing technical support and maintenance practices.
Experience with Similar Projects	**30**	Respondent articulates experience working in the relevant areas. Extent to which the Respondent's experience and expertise will ensure the achievement of the objectives.
Pricing and Cost Proposal	**15**	Expenses are appropriate to achieve deliverables and consistent with the proposed technical approach. Reasonable effort (hours) is budgeted for team members with the skills needed and knowledge.
Quality & Completeness of Proposal	**10**	Proposal is well-organized, thorough, and responsive to all RFP requirements. Responses are clear, detailed, and tailored to the City's project.

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. Seller and its subcontractors must obtain at Seller's expense and keep in effect so long as City is purchasing Supplies or Services from Seller pursuant to this Bid, policies of insurance in the minimum amounts set forth below and Workers' Compensation and Employer's Liability insurance in the statutory limits required by law.

Commercial General Liability: $1,000,000 each occurrence	$2,000,000.00 (Annual Aggregate)
Technology Professional Liability (Errors & Omissions / E&O) $1,000,000 per claim	$2,000,000.00 (Annual Aggregate)
Workers' Compensation	(Statutory limits)
Cyber Liability $1,000,000 per claim	$5,000,000.00 (Annual Aggregate)

Seller's insurer must be authorized to transact business in the State of Oklahoma. Seller will have 10 Days after notification that its Bid was Accepted by the City to provide proof of coverage. The Certificate of Insurance must be completed with the following information:

A. Your name
B. Insurer's name and address
C. Policy number
D. Liability coverage and amounts
E. Commencement and expiration dates
F. Signature of authorized agent of insurer
G. Certificate Holder Information: City of Tulsa, 175 East 2nd St., Suite 260, Tulsa, OK 74103

Seller shall not cause any required insurance policy to be cancelled nor permit it to lapse. Failure of the Seller to comply with the insurance requirements may be deemed a breach of the contract.

L. **Data Rider:** If the box is checked "Yes," the Data Rider is **required: Whenever the Data Rider is required, the City IT Security assessment described in Scope of Work G is also required. The Rider does not replace that assessment.**

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
☐ Partnership
☐ Corporation
☐ Limited Liability Company
☐ Limited Partnership
☐ Limited Liability Partnership
☐ Limited Liability Limited Partnership
☐ 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 a Fee Schedule for each year's services:

Year 1: $ _____

Year 2: $_____

Year 3: $_____

Year 4: $_____

Year 5: $_____

5-YEAR TOTAL	$_____

Please format the above to best suit the pricing agreement/structure for your intended service. Feel free to request budget narratives and/or categories of expenditure. Discuss with your department and assigned buyer to determine appropriate pricing structure.

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. Seller shall participate in the City's Seller Due Diligence Program and complete a City IT Security assessment whenever this Rider is required. The assessment shall include a risk assessment, potentially supported by a questionnaire and/or a SOC 2 Type 2 (or equivalent) review, depending on risk level, and evidence of the technical and organizational security measures governing the processing of Protected Data. Execution of this Rider alone does not satisfy the assessment requirement. The assessment and disposition of identified risks shall be completed to City IT Security's satisfaction before production access to City data or connection to City systems. 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. The nightly full copy shall be delivered securely in a City-approved format usable for disaster recovery, business continuity, and analytics, accompanied by the data dictionary required below. Seller shall document delivery verification, restoration dependencies, and any limitations; a reporting-only extract shall not replace the required full copy. Delivery arrangements shall be agreed with the City before production use.

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, and 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 reasonably 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 (required for this RFP; City IT Security assessment also 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# 27-913
RFP DESCRIPTION: Foster 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.