

# Request for Proposal

## 24-914B

**Professional Services for: Animal Shelter Management Software**

**Department of City Experience**

**NIGP Commodity Code(s):** 208-68, 208-37, 208-53, 209-38, 209-69, 920-07, 958-23, 958-82

### RFP Schedule

EVENT	DATE
RFP Issue Date	2/09/2024
Pre-Proposal Conference <i>Location   Zoom/Teams link</i>	No Pre-proposal Conference
Deadline for Questions <i>Submit to assigned buyer via email.</i>	2/22/2024 <i>10 Days prior to RFP due date</i>
Proposal Due Date <i>Mail or deliver to City Clerk address. Proposals are open the day after the due date.</i>	03/06/2024

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

**Donny Tiemann, Project Buyer | [dtiemann@cityoftulsa.org](mailto:dtiemann@cityoftulsa.org)**  
*All questions should be emailed with the RFP 24-914B in the subject line.*

**Submit proposals (sealed) to:**

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



**I. OVERVIEW AND GOALS:**

With this Request for Proposal (RFP), the City of Tulsa is searching to secure professional services to replace the current on-premises animal shelter management software and provide an animal shelter management hosted solution. The software as a service (SaaS) solution should enable the City to manage its animal shelter operations efficiently, including animal intake, adoption, medical care, social media, and reporting.

We enthusiastically look forward to receiving your proposal.

**II. BACKGROUND:**

The City of Tulsa Animal Welfare division is responsible for operating the City's animal shelter, which houses and cares for animals in need, provides adoption services, and enforces animal-related ordinances. The current system used by the City is outdated and inefficient, making it challenging to manage animal welfare effectively.

**III. TIMELINE:**

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

<b>EVENT</b>	<b>DATE</b>
RFP Issue Date	2/09/2024
Deadline for Questions	2/22/2024
Pre-Proposal Meeting (if needed)	TBD
<b>PROPOSAL DUE DATE</b>	<b>03/06/2024</b>
Proposal Opening Date	03/07/2024
Begin proposal evaluations	03/08/2024
Interviews with Respondents (if needed)	03/14/2024
Negotiations with apparent successful Respondent begin (anticipated)	03/21/2024
Execute contract (anticipated)	03/27/2024
Begin service delivery (anticipated)	04/01/2024

#### IV. SCOPE OF WORK:

The selected Respondent will be responsible for providing a comprehensive animal shelter management hosted solution that includes the following:

1. A web-based platform accessible to authorized City staff from any location with an internet connection.
2. A database to manage animal intake, adoption, medical care, and disposition.
3. Reporting capabilities to track key performance indicators, including animal intake and adoption rates, medical treatment, and staffing.
4. The ability to integrate with the City's existing software systems and hardware and meet IT security standards and policies including RFID technology.
5. Ongoing technical support and training for City staff.
6. Compliance with applicable privacy and security regulations, including HIPAA and GDPR.
7. Migration of existing animal shelter data to the new system.
8. Customization of the solution to meet the City's unique needs and requirements.

#### V. SYSTEM SPECIFICATIONS:

1. **Hardware:** The system should be hosted on dedicated servers with a minimum of 64GB RAM, dual quad-core processors, and at least 1TB of storage capacity. Networking equipment should support gigabit Ethernet and be scalable.
2. **Software:** The system should run on the latest version of MS Server as the operating system. It should utilize SQL Server as the primary database management system and the latest technology for the web server.
3. **Mobile Accessibility:**
  - a. **Platform Requirements:** The system must be accessible on both iOS and Android platforms, with a responsive design that ensures optimal usability on various mobile devices.
4. **Compliance and Regulatory Requirements:**
  - a. **Animal Welfare Regulations:** The system must comply with all relevant local, state, and federal animal welfare regulations.
  - b. **Data Protection Laws:** The system must adhere to GDPR for data protection. This includes encryption of sensitive data at rest and in transit, as well as robust access controls and audit trails.
5. **Training and Support:**
  - a. **Training Sessions:** Respondents are required to provide on-site training for a minimum of two days, covering system functionality, administration, and troubleshooting. Additionally, comprehensive training materials should be provided for ongoing reference.

- b. **Support Services:** Respondents must offer 24/7 technical support with a guaranteed response time of no more than 4 hours for critical issues and 24 hours for non-critical issues. Support should be available via phone and email.
- 6. **Service Level Agreements (SLAs):**
  - a. **Uptime Expectations:** The system must maintain at least 99.9% uptime, excluding scheduled maintenance windows.
  - b. **Response Times:** For critical issues, the Respondent must respond within one hour. For non-critical issues, the maximum response time is four hours.
  - c. **Penalties:** In the event of SLA non-compliance, the Respondent will provide service credits equivalent to 5% of the monthly hosting fees for each percentage point below the agreed uptime.
- 7. **Cost and Pricing Structure:**
  - a. **Budget Range:** The budget for this project is still to be determined but will be inclusive of all costs (licensing, hosting, implementation, customization, etc.).
  - b. **Detailed Pricing Information:** Respondents are requested to provide a detailed breakdown of all costs, including licensing fees, hosting charges, implementation costs, customization fees (if applicable), and additional charges for optional features or services.
- 8. **Respondent Qualifications and References:**
  - a. **Experience and Expertise:** Respondents should have a minimum of five years of experience in delivering similar shelter management systems and possess relevant certifications in IT and animal welfare.
  - b. **Client References:** Respondents must provide at least three client references who have implemented similar shelter systems, including contact information for verification.
- 9. **Change Management and Updates:**
  - a. **Update Procedures:** Updates will be deployed during scheduled maintenance windows, typically on weekends between 12:00 AM and 4:00 AM. A thorough testing process will precede any update.
  - b. **Testing Protocols:** All updates will undergo rigorous testing in a staging environment to ensure compatibility and stability before deployment.
  - c. **Costs for Maintenance:** There will be no additional costs for routine maintenance, updates, or bug fixes within the scope of the initial contract. Customization or major feature additions may incur additional charges, subject to prior agreement.

**ADDITIONAL INFORMATION PREVIOUSLY REQUESTED**

“What Animal Shelter Management Software(s) are you currently using?

Currently Using Chameleon. It is associated with the same company as Pet Point but is slightly different.

Can you provide stats for the following:

Number of Intakes per year;

Intakes- 2022 - 5776

2023 - 7207

Number of Outcome per year;

Outcomes: 2022 - 5654

2023 - 7135

Number of Adoptions per year:

Adoptions: 2022- 3151

2023 - 2976

Total Number of animal records to be imported

Total number of people records to be imported

See Pages 6, 7, 8, & 9

Can you verify the average adoption fee for dogs and cats?

Adoption Fees: Dog- \$75

Cat- \$25

Finally, the RFP mentioned integration into other city systems. Do you know which systems will require integration? And can you provide technical specs?”

This is more of an open-ended question from us making sure that an open API is available in the event we need to integrate with another city owned application in the future, sort of like a phase 2 approach if at all.

## Number of records to be Imported

<b>ANIMAL_DB_TableName</b>	<b>RowCount</b>
[SYSADM].[activity]	176256
[SYSADM].[activity_history]	935956
[SYSADM].[adopter_profile]	0
[SYSADM].[adoption_interview]	1
[SYSADM].[agency_group]	140
[SYSADM].[ani_eval_history]	7
[SYSADM].[anieval_test]	0
[SYSADM].[anieval_test_history]	0
[SYSADM].[animal]	159678
[SYSADM].[animal_behavior]	0
[SYSADM].[animal_evaluation]	5
[SYSADM].[animal_history]	609949
[SYSADM].[animal_profile]	134
[SYSADM].[attendance]	6
[SYSADM].[bite]	3759
[SYSADM].[bite_history]	3997
[SYSADM].[blob_it]	19633
[SYSADM].[breed_attrib]	1129
[SYSADM].[breed_info]	277
[SYSADM].[cert_book]	0
[SYSADM].[checker]	30132
[SYSADM].[close_of_business]	0
[SYSADM].[col_desc]	1
[SYSADM].[contact]	1067
[SYSADM].[context_ctrl]	0
[SYSADM].[context_dbm]	0
[SYSADM].[context_def]	0
[SYSADM].[context_icon]	0
[SYSADM].[context_lb]	0
[SYSADM].[context_txt]	0
[SYSADM].[cost_cntr_request]	1
[SYSADM].[data_xfer_client]	13
[SYSADM].[data_xfer_log]	72960
[SYSADM].[deposit]	0
[SYSADM].[dl_select]	0
[SYSADM].[dl_value]	0
[SYSADM].[donation]	115
[SYSADM].[donor_profile]	4
[SYSADM].[dummy_select]	1
[SYSADM].[evaluation]	0

[SYSADM].[event]	0
[SYSADM].[fixdup]	5824
[SYSADM].[geocoder]	1996
[SYSADM].[inventory]	429
[SYSADM].[item_note]	0
[SYSADM].[kennel]	156837
[SYSADM].[kennel_history]	1603816
[SYSADM].[kr_batch]	2744
[SYSADM].[kr_batch_detail]	214701
[SYSADM].[kr2_batch]	83356
[SYSADM].[kr2_batch_detail]	1479763
[SYSADM].[lineitem]	164644
[SYSADM].[lockbox_newlicense]	0
[SYSADM].[lockbox_plus]	0
[SYSADM].[lockbox_plus_detail]	0
[SYSADM].[lockbox_rules]	0
[SYSADM].[lookup_data]	58
[SYSADM].[map_data]	20
[SYSADM].[map_file]	0
[SYSADM].[markup]	0
[SYSADM].[member]	15
[SYSADM].[memo]	87656
[SYSADM].[memo_history]	113355
[SYSADM].[memo_template]	22
[SYSADM].[meta]	0
[SYSADM].[person]	151681
[SYSADM].[person_history]	426561
[SYSADM].[person_profile]	1
[SYSADM].[person_profile_history]	1
[SYSADM].[ph_missing]	1
[SYSADM].[picture_it]	337869
[SYSADM].[postmaster_history]	0
[SYSADM].[postmaster_job]	8
[SYSADM].[postmaster_job_archive]	0
[SYSADM].[postmaster_run_log]	0
[SYSADM].[postmaster_schedule_item]	0
[SYSADM].[postmaster_snippet]	0
[SYSADM].[preference]	6
[SYSADM].[receipt]	67574
[SYSADM].[receipt_transact]	840
[SYSADM].[requisition]	2
[SYSADM].[rpt_info]	0
[SYSADM].[schedule]	1

[SYSADM].[secure_access]	2
[SYSADM].[secure_group]	4
[SYSADM].[secure_member]	87
[SYSADM].[secure_privilege]	1163
[SYSADM].[shift]	5195
[SYSADM].[shift_history]	10154
[SYSADM].[si_08_tag]	0
[SYSADM].[si_09_tag]	0
[SYSADM].[si_10_tag]	0
[SYSADM].[si_11_tag]	0
[SYSADM].[si_activity_no]	1
[SYSADM].[si_ani_eval_no]	1
[SYSADM].[si_ani_profile_no]	1
[SYSADM].[si_animal_id]	1
[SYSADM].[si_attendance_no]	1
[SYSADM].[si_behavior_no]	1
[SYSADM].[si_book_no]	1
[SYSADM].[si_checker_id]	1
[SYSADM].[si_contact_no]	1
[SYSADM].[si_donation_no]	1
[SYSADM].[si_donation_rcpt]	1
[SYSADM].[si_evaluation_no]	1
[SYSADM].[si_group_id]	1
[SYSADM].[si_impound_no]	1
[SYSADM].[si_interview_no]	1
[SYSADM].[si_inv_no]	1
[SYSADM].[si_license_no]	1
[SYSADM].[si_link_no]	1
[SYSADM].[si_memo_no]	1
[SYSADM].[si_person_id]	1
[SYSADM].[si_receipt_no]	1
[SYSADM].[si_tag_batch_no]	1
[SYSADM].[si_todo_no]	1
[SYSADM].[si_training_no]	1
[SYSADM].[si_treatment_no]	1
[SYSADM].[si_violation_no]	1
[SYSADM].[si_volhours_no]	1
[SYSADM].[tag]	124011
[SYSADM].[tag_batch_ctrl]	0
[SYSADM].[tag_history]	184715
[SYSADM].[todo]	931301
[SYSADM].[training]	26
[SYSADM].[treatment]	1000042



[SYSADM].[treatment_medication_history]	335043
[SYSADM].[treatment_procedure_history]	402850
[SYSADM].[treatment_visit_history]	451570
[SYSADM].[valid_type]	186
[SYSADM].[version_usage]	268
[SYSADM].[violation]	9785
[SYSADM].[violation_history]	18907
[SYSADM].[violation_offense]	10147
[SYSADM].[violation_offense_history]	9051
[SYSADM].[visken_cage]	468
[SYSADM].[visken_page]	20
[SYSADM].[visken_text]	8
[SYSADM].[vld_depname_tmp]	0
[SYSADM].[vld_format]	58
[SYSADM].[vld_index]	1645
[SYSADM].[vld_list]	3106
[SYSADM].[vld_stamp]	1
[SYSADM].[vol_hours]	1

**VI. DELIVERABLES:**

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

- 1) Comprehensive animal management solution including online form submissions for adoption and intake requests. Animal management including but not limited to Animal ID, breed, age, sex, veterinary records, owner information, microchip information, adoption information and release information.
- 2) Solution would also track field activities calls for service, complainant information, notes, officer assignment, call creation/dispatch/arrival/clear times, call closure information and notes for call from assigned officer.
- 3) Controlled dangerous substances logs and the ability to print reports for controlled drug usage.
- 4) Reports including kennel statistics reports, intake data reports, outcome data reports, activity reports, controlled drug reports, veterinary reports for surgery, medication and vet check requests.

**VII. PERFORMANCE METRICS AND CONTRACT MANAGEMENT:**

**Performance Metrics**

The City will develop performance metrics with the selected Respondent. These performance metrics will highlight key priorities that will be analyzed with the selected Respondent collaboratively during the life of the contract. The City looks forward to working with selected Respondent to define these important performance metrics during contract negotiations. The final set of performance metrics and frequency of collection will be negotiated by the City and selected Respondent prior to the finalization of an agreement between parties and may be adjusted over time as needed.

Performance Metric	Data Source	Data Collection Frequency	Data Collection Responsibility

**Contract Performance Monitoring**

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

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

## VIII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL:

- A. Proposals must be received by **5:00 p.m. on Wednesday, March 6, 2024, Central Daylight Time**. Please place proposals in a sealed envelope or box clearly labeled “**RFP 24-914B Animal Shelter Management Software.**”

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

- B. Proposals shall be delivered and sealed to:

Deputy City Clerk  
City of Tulsa  
175 E. 2<sup>nd</sup> St.  
Suite 260  
Tulsa, OK 74103

- C. Interested Respondents should submit:

**One (1) unbound original and three (3) bound copies of the proposal plus one (1) digital copy (compact disc or USB drive).**

- 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 **Thursday, February 22, 2024**.

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

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

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

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

**IX. RESPONSE QUESTIONS AND PROPOSAL REQUIREMENTS**

Respondents must submit a detailed proposal that includes the following:

1. Description of the proposed solution, including technical specifications and a roadmap for implementation
2. List of features and functionality included in the proposed solution
3. Pricing information, including one-time costs and ongoing maintenance fees
4. Description of the Respondent's experience in providing animal shelter management solutions
5. List of references from current and past clients
6. Timeline for implementation, including key milestones and deadlines
7. Detailed plan for data migration from the current system to the new solution
8. Overview of the Respondent's technical support and training services
9. Explanation of how the proposed solution meets the City's unique needs and requirements

**X. 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
<i>Completeness and responsiveness of the proposal</i>	<b>15</b>
<i>Quality and functionality of the proposed solution</i>	<b>15</b>
<i>Respondent's experience and qualifications</i>	<b>15</b>
<i>Pricing and ongoing maintenance costs</i>	<b>20</b>
<i>Ability to meet the City's unique needs and requirements</i>	<b>15</b>
<i>Technical support and training services</i>	<b>20</b>

The City of Tulsa also reserves the right to evaluate based on the full list of eligible criteria listed in [Title 6, Chapter 4](#) of the Tulsa Revised Ordinances (TRO): [https://library.municode.com/ok/tulsa/codes/code\\_of\\_ordinances](https://library.municode.com/ok/tulsa/codes/code_of_ordinances).

## **XI. 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. The selected Respondent "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.

General Liability: personal injury and property damage, each occurrence	\$1,000,000.00
Auto Liability, each occurrence	\$1,000,000.00
Workers' Compensation	(Statutory limits)

- K. **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

## RESPONDENT INFORMATION SHEET

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

**State of Organization:** \_\_\_\_\_

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

- |  |  |
|--|--|
| <input type="checkbox"/> Sole Proprietorship       | <input type="checkbox"/> Limited Partnership                   |
| <input type="checkbox"/> Partnership               | <input type="checkbox"/> Limited Liability Partnership         |
| <input type="checkbox"/> Corporation               | <input type="checkbox"/> Limited Liability Limited Partnership |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Other: _____                          |

**Respondent's Address:** \_\_\_\_\_  
Street City State Zip Code

**Respondent's Website Address:** \_\_\_\_\_

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**Sales Contact:**

Name: \_\_\_\_\_  
Title/Position: \_\_\_\_\_  
Street: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

**Contact for Legal Notice:**

Name: \_\_\_\_\_  
Title/Position: \_\_\_\_\_  
Street: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

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

- Email from Assigned Buyer
- City of Tulsa Website
- Tulsa World posting
- Purchasing search engine
- Industry colleague
- Other: Click or tap here to enter text.

## Price Sheet Summary

**Respondent's Legal Name:** \_\_\_\_\_

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

Please present a Fee Schedule for each year's services:

Year 1: \$ \_\_\_\_\_

Year 2: \$ \_\_\_\_\_

Year 3: \$ \_\_\_\_\_

Year 4: \$ \_\_\_\_\_

Year 5: \$ \_\_\_\_\_

<b>5-YEAR TOTAL</b>	<b>\$ _____</b>
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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: \_\_\_\_\_





**APPENDIX A – City of Tulsa General Contract Terms**

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

1. **Renewals.** Seller understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Agreement. The continuing purchase by City of the Services set forth in this Agreement is subject to City’s needs and to City’s annual appropriation of sufficient funds in City’s fiscal year (July 1<sup>st</sup> to June 30<sup>th</sup>) in which such Services are purchased. In the event City does not appropriate or budget sufficient funds to perform this Agreement, this Agreement shall be null and void without further action by City.
2. **No Indemnification or Arbitration by City.** Seller understands and acknowledges that City is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, City shall not indemnify nor hold Seller harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys’ fees and costs. In addition, Seller shall not limit its liability to City for actual loss or direct damages for any claim based on a breach of this Agreement and the documents incorporated herein. City reserves the right to pursue all legal and equitable remedies to which it may be entitled. City will not agree to binding arbitration of any disputes.
3. **Intellectual Property Indemnification by Seller.** Seller agrees to indemnify, defend, and save harmless City and its officers, employees and agents from all suits and actions of every nature brought against them due to the use of patented, trademarked or copyright-protected appliances, products, materials or processes provided by Seller hereunder. Seller shall pay all royalties and charges incident to such patents, trademarks or copyrights.
4. **General Liability and Indemnification.** Seller shall hold City harmless from any loss, damage or claims arising from or related to the performance of the Agreement herein. Seller must exercise all reasonable and customary precaution to prevent any harm or loss to all persons and property related to this Agreement. Seller agrees to indemnify and hold the City harmless from all claims, demands, causes of action or suits of whatever nature arising out of the services, labor, and material furnished by Seller or Seller’s subcontractors under the scope of this Agreement.
5. **Liens.** Pursuant to City’s Charter (Art. XII, §5), no lien of any kind shall exist against any property of City.
6. **No Confidentiality.** Seller understands and acknowledges that City is subject to the Oklahoma Open Records Act (51 O.S. §24A.1 *et seq.*) and therefore cannot assure the confidentiality of contract terms or other information provided by Seller pursuant to this Agreement that would be inconsistent with City’s compliance with its statutory requirements there under.
7. **Compliance with Laws.** Seller shall be responsible for complying with all applicable federal, state and local laws. Seller is responsible for any costs of such compliance. Seller shall take the necessary actions to ensure its operations in performance of this contract and employment practices are in compliance with the requirements of the Americans with Disabilities Act. Seller certifies that it and all of its subcontractors to be used in the performance of this agreement are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. Sec. 1313 and includes, but is not limited to, the free Employee Verification Program (E-Verify) available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).

8. **Right to Audit.** The parties agree that books, records, documents, accounting procedures, practices, price lists or any other items related to the Services provided hereunder are subject to inspection, examination, and copying by City or its designees. Seller shall retain all records related to this Agreement for the duration of the contract term and a period of three years following completion and/or termination of the contract. If an audit, litigation, or other action involving such records begins before the end of the three year period, the records shall be maintained for three years from the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.
9. **Governing Law and Venue.** This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principles, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Tulsa County, Oklahoma and each party waives any objection to such venue.
10. **No Waiver.** A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.
11. **Entire Agreement/No Assignment.** This Agreement and any documents incorporated herein constitute the entire agreement of the parties and supersede any and all prior agreements, oral or otherwise, relating to the subject matter of this Agreement. This Agreement may only be modified or amended in writing and signed by both parties. Notwithstanding anything to the contrary herein, the City does not agree to the terms of any future agreements, revisions or modifications that may be required under this Agreement unless such terms, revisions or modifications have been reduced to writing and signed by both parties. Seller may not assign this Agreement or use subcontractors to provide the Goods and/or Services without City's prior written consent. Seller shall not be entitled to any claim for extras of any kind or nature.
12. **Equal Employment Opportunity.** Seller shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination.

## RESPONDENT CHECKLIST

Use this checklist to ensure You have properly read and completed all documents listed below. This document (the RFP) contains all the following materials, which must be completed and returned to the City of Tulsa Clerk's Office. We recommend You include this checklist with your proposal.

Respondent's Name: \_\_\_\_\_

<b>RESPONDENT CHECKLIST</b>	
<b>RESPONDENT DOCUMENTS</b>	<b>INCLUDED?</b>
Cover Letter	
Proposal Narrative	
Responses to Proposal Questions	
Respondent Information Sheet <i>(required form)</i>	
Price Sheet Summary <i>(required form)</i>	
Affidavit (Non-Collusion and Interest) <i>(required form)</i>	
City of Tulsa General Contract Terms <i>(required form)</i>	
Acknowledgment of Receipt of Addenda / Amendments	
Additional Information (Optional)	

Please Return Entire RFP Packet.

**PACKING LABEL**

**FROM: [Name]**

[Respondent's legal name]

[Street Address]

[City, State, Zip Code]

**City of Tulsa - City Clerk's Office**

175 East 2<sup>nd</sup> Street, Suite 260

Tulsa, OK, 74103

**Respondent Submission For:**

RFP# 24-914B

RFP DESCRIPTION: Animal Shelter Management Software

This label ensures that Your proposal will be sent to the correct office (City Clerk's) and that it is associated with the correct Solicitation (indicated by the RFP number).  
Proposals must be sealed and either mailed or delivered to the City Clerk's Office.  
Proposals must also be received no later than 5:00 PM (CST) on date listed on the first page of the RFP.