October 23, 2026

Request for Proposal 27-911

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. Is the incumbent system being fully replaced, or will integration with existing systems be required? The incumbent system is being fully replaced.
2. Approximately how many active and historical animal records will need to be migrated? The City will not be expecting to migrate any records over. They will be starting with a clean slate.
3. Are integration specifications available for Paymentus and microchip registry systems?
   a. Paymentus currently functions as a front-end payment collection solution for card-based transactions at Tulsa Animal Services. Currently, it does not integrate with any back-end systems, and no biller accounts are configured. While integration and biller account functionality are not required for current operations, they would be beneficial enhancements.
4. What is the expected number of named users at go-live? Approximately 30.
5. What is the desired implementation timeline and target go-live date? Ideally 90-120 days.
6. Is a SaaS subscription model acceptable? Yes

1. Pricing (Response Question 9 and Exhibit A): Is the $6,000 per year limit firm, and does it cover recurring costs only (licensing, hosting, support and maintenance), with one-time implementation, configuration and training priced separately? If one-time costs are allowed, should they be shown in Year 1 of the Exhibit A Price Sheet or listed separately? Tulsa Animal Services would want the one-time implementation, configuration and training priced within that $6,000 a year budget as well but they can submit their costs as they would need, and we can evaluate if we can absorb any additional first year costs.

2. Paymentus (Section E): Which Paymentus products does the City use today for counter payments, for example Paymentus Agent Dashboard or a Paymentus-provided card reader? Should clinic payments go to an existing City biller account, or will the City set up a new one? Is a Paymentus-hosted payment page plus a Paymentus card reader at the counter acceptable, with the clinic system recording the confirmation number and holding no card data? Paymentus

currently functions as a front-end payment collection solution for card-based transactions at Tulsa Animal Services. Currently, it does not integrate with any back-end systems, and no biller accounts are configured. While integration and biller account functionality are not required for current operations, they would be beneficial enhancements.

3. Card readers: Will the City supply the card reader hardware through Paymentus, or should the Respondent include it? Tulsa Animal Services already has card reader hardware in place we can utilize.

4. Data migration: Does the City expect existing records (owners, animals, vaccination history) to be migrated from Chameleon or another system into the clinic system? If so, roughly how many records, and can the City provide an export? The City will not be expecting to migrate any records over. They will be starting with a clean slate.

5. Volume: About how many clinic visits per month and how many staff users does the City expect, and how many clinic days or locations? This will vary depending on veterinary availability. Once the City hires another full-time vet this will be utilized more frequently. Estimated 1-2 clinics per quarter initially, 1-2 days per clinic.

6. Microchip registration (C.5): Which microchip brands or registries does the clinic use today? Would the City accept electronic submission to each registry beginning once that registry approves the integration, with registrations tracked in the system and submitted on the registry's site until then? Datamars

7. Text messages (C.6): Does the City have an existing text-messaging provider or short code it prefers, or should the Respondent's messaging service be used? We will be using the Respondents message service.

8. State reporting (C.3): Which municipal or Oklahoma veterinary reports does the clinic need to submit today, for example rabies vaccination reports to a county health department? We must have the ability to submit reports to the State if they are requested. This will not be a routine thing.

9. Data Rider (Exhibit B): Exhibit B is marked "if required." Does it apply to this procurement, and does the City's Seller Due Diligence process require a SOC 2 Type 2 report, or will a completed security questionnaire suffice? For this use case, the Critical Questionnaire is necessary. 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.

10. Submission: May the digital copy on the USB drive be a single PDF? A single PDF will be sufficient.

1. Please confirm whether the $6,000 annual maximum must include implementation and onboarding, SMS usage, payment-processing or gateway charges, microchip-registry fees, and all other third-party pass-through costs, or whether any of these items may be priced separately. Tulsa Animal Services would want the one-time implementation, configuration and training priced within that $6,000 a year budget as well but they can submit their costs as they would need, and we can evaluate if we can absorb any additional first year costs.

2. Please provide the technical documentation and certification requirements for the required Paymentus integration, including the approved card-reader models and whether the City expects payments to be initiated within the clinic platform or through a separate Paymentus interface. Paymentus currently functions as a front-end payment collection solution for card-based transactions at Tulsa Animal Services. Currently, it does not integrate with any back-end systems, and no biller accounts are configured. While integration and biller account functionality are not required for current operations, they would be beneficial enhancements.

3. Does the scope require migration or synchronization of existing animal, owner, appointment, service, or clinical data from Chameleon or other sources? If so, please identify the systems, approximate record volumes, available export formats, required history, and expected ongoing integration. This is a clean slate and does not require any migration or synchronization.

4. Which microchip registries must be supported for direct electronic registration at go-live, and would an API-based connection to the City's designated registry satisfy this requirement? Datamars is the vendor and information can be found here: Integration - PetLink

5. Please clarify the expected delivery method and format for the nightly full copy of Protected Data and confirm whether SOC 2 Type 2 certification is mandatory for this procurement or will be determined through the City's post-selection risk assessment. 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.

CHANGES:

Submission Due Date Was: Wednesday, October 28, 2026

Submission Due Date is Now: Wednesday, November 4, 2026

Insurance Requirements were:

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

Insurance Requirements changed to:

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

27-911

Professional Services for: Clinic Software System

Department: Tulsa Animal Services

NIGP Commodity Code(s): 208-68, 209-38, 208-81, 208-37, 958-23, 208-11, 208-60

RFP Schedule

EVENT	DATE
RFP Issue Date	10/07/2026
Pre-Proposal Conference	No Pre-Proposal Conference
Deadline for Questions *Submit to assigned buyer via email.*	10/19/2026 *10 Days prior to RFP due date*
Proposal Due Date *Mail or deliver to City Clerk address. Proposals are open the day after the due date.*	1104/2026

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 27-911** *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:

With this Request for Proposal (RFP), the City is soliciting proposals to secure professional services to provide a cloud-based veterinary clinic software solution for the City of Tulsa Animal Shelter.

We enthusiastically look forward to receiving Your proposal.

II. BACKGROUND:

The City of Tulsa Animal Shelter currently utilizes the Chameleon system, which is designed primarily for the management of impounded animals. The system's data structures and functional capabilities do not support outpatient or pet wellness and support services. As a result, staff must employ alternative processes outside the system's intended workflows. These operational constraints contribute to inconsistent documentation, classification challenges, and reporting gaps for community programs.

The organization requires a system that provides a reliable, structured method for recording and managing clinical information for animals that are not admitted as impounds.

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	10/07/2026
Pre-Proposal Conference	No Pre-Proposal Conference
Deadline for Questions	10/19/2026
PROPOSAL DUE DATE	11/04/2026
Begin proposal evaluations	11/05/2026
Interviews with Respondents (anticipated)	11/16/2026
Negotiations with apparent successful Respondent begin (anticipated)	11/24/2026
Execute contract (anticipated)	11/25/2026
Begin service delivery (anticipated)	TBD

IV. SCOPE OF WORK:

The selected Respondent shall provide a fully cloud-based veterinary clinic software system purpose-built for high-volume public services and clinical workflows for citizen owned animals. The system must meet all functional, operational, compliance, and reporting needs described by Tulsa Animal Services.

The system must require no City-managed hosting, servers, VPN, or **infrastructure**, and must be optimized for use in high-traffic clinic environments. The system must meet all City security standards appropriate for its role and data, as identified in the Due Diligence process.

The Respondent shall:

A. Provide and Configure the System

1. Deliver a fully cloud-based platform requiring no City-managed infrastructure.
2. Configure user roles, workflows, service types, and documentation templates appropriate for public spay/neuter, vaccinations, microchipping, minor outpatient services, and owner-requested euthanasia.
3. Ensure workflows support high-volume, streamlined clinic operations.
4. Provide secure, role-based access control for City staff.
5. Public facing portal that meets WCAG 2.1 or higher accessibility standards.
6. Ensure that the software can be fully used on iPad/wireless devices.
7. The software must support 60-100+ users without additional licensing costs.
8. The software must support QR codes or links for walk-in registration.

B. Clinical Record Keeping Requirements

1. Create and manage records for citizen owned animals.
2. Document all services performed, including spay/neuter, vaccines, microchipping, and euthanasia.
3. Ensure proper categorization of owner-requested euthanasia as a community service rather than a negative clinical outcome.
4. Maintain audit trails and user activity logs. Allow a user to have admin privileges to add or remove users, as well as monitor user activity.

5. Generate discharge and medical history for each animal. Rabies certificates and vaccine history. Microchipping printing and emailing aftercare instructions. Register microchips directly from the platform.

C. Reporting Requirements

1. Provide reporting capabilities for service volume, procedure types, vaccine counts, and program utilization.
2. Allow the City to generate and export reports without Respondent intervention.
3. Support compliance with applicable municipal or state veterinary reporting requirements.
4. Legally complaint digital signature capture for consent forms, procedure authorizations and rabies certificates.
5. Automatically submit registrations to supported registries electronically.
6. Software must be able to communicate effectively with citizens through automated reminders, confirmations, follow-up instructions and notifications via email, printable documents and text messages.

D. Training and Support

1. Provide training for all designated City staff.
2. Deliver training materials, including user guides and online resources.
3. Provide customer support and technical assistance throughout the contract term.
4. Provide system updates and routine maintenance without service interruption.

E. Payments and Fee Processing

1. Accept and record payments for clinical services utilizing the City of Tulsa's approved payment application Paymentus.
2. Ensure that payments can be processed through a credit card reader using tap, insert, or swipe, including support for modern contactless payment methods (e.g., Apple Pay, Google Pay).
3. The software must support service packaging and a la-carte selection of different services provided.
4. Directly process or retain NO PCI-DSS card data.
5. Create no additional PCI-DSS burdens on the City.

V. DELIVERABLES:

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

1. Fully configured, cloud-based veterinary clinic software meeting all Scope of Work requirements.
2. Configuration documentation detailing user roles, workflow settings, intake forms, and service types.
3. Training materials, live training sessions, and ongoing access to user support resources.
4. Implementation and onboarding plan, including verification of system readiness and go-live support.
5. Reporting tools enabling analysis of service volume and program performance.
6. Customer support, maintenance, and system update services throughout the contract.
7. Data export capabilities and documentation explaining the export process and data fields.

VI. PERFORMANCE METRICS AND CONTRACT MANAGEMENT:

Performance Metrics

The following performance metrics highlight key priorities that will be analyzed with the awarded Respondent collaboratively during the life of the contract. This is not an exhaustive list, but rather an indication of significant performance metrics of interest to City of Tulsa.

The City looks forward to working with awarded Respondents ("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.

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 27-911, Clinic 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 19, 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 software supports high-volume, streamlined clinic workflows. Provide a real-world example or workflow demonstration.
2. Provide evidence (VPAT, certification, or test results) that your public-facing portal meets WCAG 2.1 AA accessibility requirements.
3. Show how your platform enables:
   • Public scheduling
   • Self-service registration
   • Walk-in QR/URL check-in
   Provide short workflow samples or screenshots.
4. Provide samples of your standard clinic reports, specifically for:
   • Daily vaccine counts
   • Service volume
   • Microchip registrations
   Describe export formats and whether users can generate reports without Respondent involvement.
5. Demonstrate how your system captures legally compliant digital signatures and generates rabies certificates with required fields stored in the correct animal record.
6. Explain how role-based permissions are configured and enforced. Provide examples of complete audit logs showing user, action, and timestamp.
7. Describe how your system performs on iPads and wireless devices, including:
   • Responsive layout

- Touch interactions
- Performance in clinic environments

8. Explain how microchip registrations are submitted electronically from your system. Include supported registries and error-handling processes.
9. Provide a complete pricing schedule confirming your solution can meet the constraint of no more than $6,000 per year including licensing, hosting, support, and maintenance.
10. Please describe the non-production environments available for client User Acceptance Testing (UAT), including how they are refreshed and maintained.
11. Please provide your guaranteed system uptime and explain how service availability is maintained during updates or maintenance activities.
12. Please describe your organization's standard process for deploying software updates and notifying clients.

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**	Respondent meets or exceeds all functional requirements for high volume veterinary clinic workflows, including clinical recordkeeping, reporting, public service documentation, and euthanasia categorization. System is intuitive, efficient, and purpose built for citizen owned animals and their need for public veterinary services.
Implementation, Training and 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:**

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	$_____

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 RFP 27-911, 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 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.

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 3-9)	
Respondent Information Sheet **(required form)**	
Price Sheet Summary **(required form)**	
Data Rider	
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# 27-911
RFP DESCRIPTION: Clinic 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.