

# Request for Proposal

## TAC 577H

**Professional Services for:** Laboratory Testing Services

**Department:** Human Resources

**NIGP Commodity Code(s):** 948-55

### RFP Schedule

EVENT	DATE
RFP Issue Date	04/04/2025
Pre-Proposal Conference <i>Virtual – email Buyer for Invite</i>	04/16/2025 at 10 am
Deadline for Questions <i>Submit to assigned buyer via email.</i>	04/21/2025 <i>10 Days prior to RFP due date</i>
Proposal Due Date <i>Mail or deliver to City Clerk address. Proposals are open the day after the due date.</i>	04/30/2025

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

Samantha J. Toothaker, Senior Buyer | [stoothaker@cityoftulsa.org](mailto:stoothaker@cityoftulsa.org)  
*All questions should be emailed with **RFP TAC 577H** 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



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 A New Kind of Energy™

**I. OVERVIEW AND GOALS:**

With this Request for Proposal (RFP), the City of Tulsa (City) is soliciting proposals to secure Laboratory Testing Services for the City Medical division of the Human Resources Department.

We enthusiastically look forward to receiving Your proposal.

**II. BACKGROUND:**

The Respondent must furnish laboratory testing services and report results to the City Medical division who provides medical services for City employees. All services performed for City Medical are paid for by City of Tulsa; City employees are not billed for these services. All laboratory reports should be securely electronically transferred into the City’s occupational software. We are currently using Nextgen electronic medical record system and have a bi-directional interface for orders and results. Laboratory information will be used to direct confidential individual patient care, epidemiological surveillance for occupational diseases, monitor selected laboratory data for specialized health promotion programs, and aggregate laboratory information will be used for reporting purposes to the City of Tulsa.

**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	04/04/2025
Pre-Proposal Conference	04/16/2025
Deadline for Questions	04/21/2025
<b>PROPOSAL DUE DATE</b>	<b>04/30/2025</b>
Begin proposal evaluations	05/01/2025
Award Notification (anticipated)	05/08/2025
Negotiations with apparent successful Respondent begin (anticipated)	05/09/2025
Execute contract (anticipated)	05/21/2025
Begin service delivery (anticipated)	05/22/2025

#### IV. SCOPE OF WORK:

The Respondent shall provide the following services:

- Two accounts which are billed separately: City Medical and Worker's Compensation.
- Respondent shall provide both daily courier and stat courier services to City Medical's primary location. **Stat service is a pickup within 2 hours of the collection.**
- Respondent shall provide stat courier services to pick up locations in addition to City Medical's primary location on an as-needed-as-requested basis when lab specimen processing is paramount for timely medical treatment.
- Respondent shall provide laboratory specimen collection supplies for all lab work.
- Respondent shall provide consultations with a board-certified pathologist on an on-call basis 24 hours a day 365 days a year.
- Respondent shall provide with their proposal packet, three copies of their Directory of Services or a website address with full access to review the available services being offered.
- Workers Compensation prices per most current Medical Fee Schedule found at <https://www.wcc.ok.gov/medical>, for tests ordered on an as needed basis. This would be for work related injuries only.

#### V. DELIVERABLES:

The products, reports, and plans to be delivered to City will include specimen collection supplies and specimen testing results.

#### VI. RESPONDENT QUALIFICATIONS

Respondents must be fully accredited by the Commission on Inspection and Accreditation of Laboratories (CLIA) of the College of American Pathologists (CAP). The lab should be licensed to operate in interstate commerce by the Centers for Disease Control of the Department of Health and Human Services and licensed by the Federal Nuclear Regulatory commission for radioimmunoassays. **Accreditation Certificates must be submitted with Proposal Packet.**

#### VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL:

- A. Proposals must be received by **5:00 p.m. (CST) on the Bid Submission Date (see first page)**. Please place proposals in a sealed envelope or box clearly labeled "**TAC 577H Laboratory Testing Services**".

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

- B. Interested Respondents should submit:  
One (1) unbound original and one (1) bound copy of the proposal.

- C. Proposals shall be sealed and delivered to:

Deputy City Clerk  
City of Tulsa  
175 E. 2<sup>nd</sup> 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 at least **10 Days prior to the Bid Submission Date**.

**Samantha J. Toothaker, Senior Buyer**  
[stoothaker@cityoftulsa.org](mailto:stoothaker@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**

## VIII. PROPOSAL REQUIREMENTS

To be considered, interested Respondents should submit or address the following requirements:

- Timeframe to integrate with existing NextGen software if new to working with City
- Ability to respond to Daily and STAT Courier requests
- Directory of Services hard copies (3) **or** website address and necessary credentials to access for evaluation purposes
- Accreditation Certificates for Laboratory and personnel
- Respondent Information Sheet

- Exhibit A Delivery and Price Sheet Summary
- Exhibit B Data Rider
- Exhibit C Insurance – Certificate(s) of Insurance
- Affidavit of Non-Collusion, Interest and Claimant
- Acknowledgement of Receipt of Addenda/Amendments
- Signatory Authorization Documentation for Authorized Agent if necessary based on signer’s title and entity’s legal structure. Reference Section X Miscellaneous, letter J. Authorized Agents.

**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
Qualifications and Experience	40
Service Delivery	30
Pricing and Cost Proposal	20
Staff Capacity and Oversight	10
<b>Total Possible Points</b>	<b>100</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](https://library.municode.com/ok/tulsa/codes/code_of_ordinances) 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).

**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. Authorized Agents. Parts of the Bid (Exhibit A, Exhibit B, Affidavit and Acknowledgement of Receipt of Addenda/Amendments) must be signed by an "**Authorized Agent.**" An Authorized Agent means an agent who is legally authorized to bind the Seller under the law of the state in which the Seller is legally organized. Entities organized in states other than Oklahoma must follow the law of the state in which they are organized. For instance, under Oklahoma law, the Authorized Agent for each of the following types of entities is as stated below:
  - **Corporations** – the president, board chair or board vice chair (or the vice president if the corporation was formed in Oklahoma) can sign; others can sign if they have and provide the City with (i) a corporate resolution giving them authority to bind the Seller, and (ii) a recent Certificate of Secretary indicating the authority is still valid and was in full force and effect on the date of the signature.

- **General Partnerships** – any partner can sign to bind all partners.
- **Limited Partnerships** – the general partner must sign.
- **Individuals** – no additional authorization is required, but signatures must be witnessed and notarized.
- **Sole Proprietorship** – the owner can sign. Any other person can sign if s/he provides a recent Power of Attorney, signed by the owner, authorizing him/her to bind the sole proprietorship.
- **Limited Liability Company (LLC)** – any manager of the LLC elected by the members of the LLC, or any member signing as manager of the LLC. All other signers will need a **Consent of Members** signed by all the Members of the LLC authorizing their signature on or up to 30 days before the date of their signature.

**It is recommended that Signatory Authorization Documentation for the Authorized Agent is included at the time of Proposal Submission.**

## 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.



**EXHIBIT A**  
**Delivery and 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)

**Delivery:** If Your Proposal is Accepted, state the number of Days You need to deliver the Supplies and/or to begin providing Services: \_\_\_\_\_

Item	Est. QTY	Test	CPT Code	Order Code	Unit Price	Extended Cost
1.	1	Collection charge at your facility	29756		\$	\$
2.	10	Electrolyte Panel	80051		\$	\$
3.	650	Lipid Panel	80061		\$	\$
4.	5	Hepatitis Panel, Acute	80074		\$	\$
5.	5	Hepatic Function Panel	80076		\$	\$
6.	655	Albumin	82040		\$	\$
7.	8	Arsenic	82175		\$	\$
8.	675	Bilirubin, total	82247		\$	\$
9.	25	Bilirubin, Direct	82248		\$	\$
10.	8	Cadmium	82300		\$	\$
11.	25	Vitamin D	82306		\$	\$
12.	650	Calcium	82310		\$	\$
13.	680	Carbon Dioxide	82374		\$	\$
14.	20	Carbon Monoxide	82375		\$	\$
15.	660	Chloride	82435		\$	\$
16.	650	Cholesterol, serum, total	82465		\$	\$
17.	65	Red Blood Cell Cholinesterase	82482		\$	\$
18.	8	Chromium	82495		\$	\$

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Item	Est. QTY	Test	CPT Code	Order Code	Unit Price	Extended Cost
19.	25	Creatine Phosphokinase	82550		\$	\$
20.	650	Creatinine	82565		\$	\$
21.	25	Folate	82607		\$	\$
22.	25	Ferritin	82728		\$	\$
23.	25	Vitamin B12 (Folic Acid levels)	82746		\$	\$
24.	660	Glucose	82947		\$	\$
25.	650	Gamma-Glutamyltransferase (GGTP)	82977		\$	\$
26.	8	Heavy Metals Panel: Includes Barium, Beryllium, Bismuth, & Antimony	83015		\$	\$
27.	25	Hemoglobin A1C (glycosylated)	83037		\$	\$
28.	650	Lactate Dehydrogenase	83615		\$	\$
29.	8	Lead	83655		\$	\$
30.	650	High Density Lipoprotein (HDL) cholesterol direct measurement	83718		\$	\$
31.	10	Magnesium	83735		\$	\$
32.	18	Mercury	83825		\$	\$
33.	25	Blood Natriuretic Peptide	83880		\$	\$
34.	25	Parathyroid Hormone	83970		\$	\$
35.	655	Phosphatase, alkaline	84075		\$	\$
36.	650	Phosphorus	84100		\$	\$
37.	660	Potassium	84132		\$	\$
38.	375	Prostate Specific Antigen (PSA)	84153		\$	\$
39.	655	Protein, total	84155		\$	\$
40.	8	Selenium	84255		\$	\$

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Item	Est. QTY	Test	CPT Code	Order Code	Unit Price	Extended Cost
41.	660	Sodium	84295		\$	\$
42.	10	Testosterone	84403		\$	\$
43.	5	Thyroxine (T4)	84436		\$	\$
44.	5	Thyroid-Stimulating Hormone (TSH)	84443		\$	\$
45.	655	Transferase, aspartate amino (AST) (SGOT)	84450		\$	\$
46.	665	Transferase, alanine amino (ALT) (SGPT)	84460		\$	\$
47.	650	Triglycerides	84478		\$	\$
48.	5	T3, Total	84480		\$	\$
49.	650	Urea Nitrogen (BUN)	84520		\$	\$
50.	660	Uric acid	84550		\$	\$
51.	650	CBC	85025		\$	\$
52.	10	Peripheral Blood Smear	85060		\$	\$
53.	25	D Dimer	85379		\$	\$
54.	25	Prothrombin Time	85610		\$	\$
55.	10	Sedimentation rate, erythrocyte, non-automated	85651		\$	\$
56.	10	Sedimentation rate, erythrocyte, automated	85652		\$	\$
57.	25	Partial Thromboplastin Time	85730		\$	\$
58.	5	Antinuclear Antibodies (ANA)	86038		\$	\$
59.	25	High Sensitivity C-Reactive Protein (hsCRP)	86141		\$	\$
60.	10	Fluorescent noninfectious agent, screen, each antibody	86255		\$	\$

Item	Est. QTY	Test	CPT Code	Order Code	Unit Price	Extended Cost
61.	10	Rheumatoid factor (RF), qualitative	86430		\$	\$
62.	100	Syphilis RPR	86592		\$	\$
63.	3	HIV Western Blot confirmation	86689		\$	\$
64.	120	HIV-1 antibodies screen	86701		\$	\$
65.	120	Hepatitis B antibody	86704		\$	\$
66.	5	Hepatitis B core antigen (HbcAb, IgM antibody)	86705		\$	\$
67.	100	Hepatitis B Surface AB Quant	86706		\$	\$
68.	5	Hepatitis A Antibody	86708		\$	\$
69.	5	Hepatitis A antibody (HAAV), IgM antibody	86709		\$	\$
70.	120	Hepatitis C Virus Antibody	86803		\$	\$
71.	5	Hepatitis B surface antigen (HBsAg)	87340		\$	\$
72.	25	COVID PCR	87635		\$	\$
73.	10	Rabies Titer	90375		\$	\$
<b>TOTAL EXTENDED COST FOR ALL ITEMS (ALL COSTS MUST BE INCLUDED):</b>					\$	_____

Discount Percentage offered on requested tests not listed above.	_____ %
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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: \_\_\_\_\_

## **EXHIBIT B** **DATA RIDER**

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

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

("City") and \_\_\_\_\_ ("Seller").  
(Seller's Legal Name)

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

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

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

**2. Prohibition on Unauthorized Use or Disclosure of Protected Data**

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

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

**3. Safeguard Standard**

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

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

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

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

**4. Return or Destruction of Protected Data**

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

**5. Sole Property of City**

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

**6. Breaches of Protected Data**

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

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

Seller's report shall identify:

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

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

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

- 6. Coordinate all media, law enforcement, or other Breach notifications with the City in advance of such notification(s), unless expressly prohibited by law;
- 7. Make all reasonable efforts to assist and cooperate with the City in its Breach response efforts; and
- 8. Ensure that knowledgeable Seller staff are available on short notice, if needed, to participate in City-initiated meetings and/or conference calls regarding the Breach.

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

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

**7. Examination of Records**

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

**8. Assistance in Litigation or Administrative Proceedings**

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

**9. Insurance**

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

**10. Survival**

The 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: \_\_\_\_\_

## **EXHIBIT C** **Insurance Requirements**

Respondent shall be the named insured under all policies with an authorized insurance company licensed to do business in Oklahoma and shall secure prior to the Effective Date of this Agreement and shall keep in force at all times during the term of this agreement the following insurance:

### Commercial General Liability

Limits of at least:

- \$1,000,000 Per Occurrence
- \$2,000,000 General Aggregate
- \$1,000,000 Products – Completed Operations Aggregate

### Automobile Liability

Limits of at least:

- \$2,000,000 Combined Single Limit (CSL) Per Occurrence

### Workers Compensation

Limits of at least:

- Statutory coverage for the state of Oklahoma

### Umbrella / Excess Coverage and Professional Liability

Umbrella / Excess Limits of at least:

- \$2,000,000 Per Occurrence
- \$3,000,000 Aggregate

### Cyber Liability

Limit of at least:

- \$1,000,000 Per Occurrence
- \$5,000,000 General Aggregate

Respondent shall at all times during the term of this Agreement maintain workers' compensation insurance with an authorized insurance company licensed to do business in Oklahoma insuring its employees in amounts equal to or greater than required under law.

Respondent shall provide the City with current valid original certificates of insurance prior to commencement of this agreement and annually prior to policy renewals evidencing compliance with this Section. The Certificate of Insurance must be completed with the following information:

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

Respondent shall provide the City with a minimum of thirty (30) days prior written notice of policy cancellations. It is solely the Operator's responsibility to provide notice to the City, should any required insurance be cancelled or non-renewed. Failure of the Operator to provide all insurance requirements, or to provide notice, shall not relieve the Operator of its obligation under this contract.



# 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 Bid Packet and will become a part of any resulting contract.

List Date and Title/Number of all addenda or amendments: (Write "None" if applicable).

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**Sign Here ►** \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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**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.

Proposer's Name: \_\_\_\_\_

<b>RESPONDENT CHECKLIST</b>	
<b>RESPONDENT DOCUMENTS</b>	<b>INCLUDED?</b>
Cover Letter	
Proposal Narrative (To Include Requirements as listed on page 3-5)	
Respondent Information Sheet <b>(required form)</b>	
Exhibit A Delivery and Price Sheet Summary <b>(required form)</b>	
Exhibit B Data Rider <b>(required form)</b>	
Affidavit (Non-Collusion, Interest & Claimant) <b>(required form)</b>	
Acknowledgement of Receipt of Addenda <b>(required form)</b>	
Certificate(s) of Insurance (required)	
Accreditation Credentials (required)	
Signatory Authorization Documentation (required)	
Directory of Services (required)	
Additional Information (Optional)	

**PACKING LABEL**

**Top Left Corner**

**Your Company Name**

**Street Address**

**City, State, Zip Code**

**FROM**

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

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

Tulsa, OK, 74103

**Respondent Submission For:**

RFP TAC 577H

RFP DESCRIPTION: Laboratory Testing Services

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.