

Request for

Competitive Sealed Proposal

TAC1209 Addendum 1

Mental Health Transport Services

NIGP Commodity Code(s):

952-94 Transportation Services for the Elderly, Handicapped, Incapacitated, Prisoners, Juries, etc.

Submit proposals (sealed) to:

Deputy City Clerk
City of Tulsa
175 E. 2ND St.
Suite 260
Tulsa, OK 74103



CITY OF
Tulsa
A New Kind of Energy.™

Issued August 5, 2020

Addendum #1

Please note the following changes which have been made for clarification to this Invitation for Sealed Bid. **This addendum must be listed as Addendum #1 on Form #6** of the bid package as verification that you have received and are aware of the information contained herein.

CHANGES/QUESTIONS/CLARIFICATION:

CHANGE:

1. Scope of Work, item 2. e has changed to:
Guarantee to transport patients to appointments by the scheduled appointment times. If a patient arrives late to an appointment and the appointment must be rescheduled which makes necessary, a second transport of the patient; the Respondent agrees to bill for only the initial transport.
2. The requirement for vehicles equipped for transporting patients in wheel chairs which was given as 3.g under Scope of Work has been removed.
3. The intended service period has been removed from section VII.
4. Added Attachment A - Transport Volume

QUESTIONS/CLARIFICATION:

1. **Question: What is the approximate annual revenue for this agreement?**
Response: The full grant amount for the one-year pilot project is \$87,500, with the ability for more funding after the first year. The Federal Transit Administration FTA 5310 grant is open every year, plus there are other transportation grants that can be taken advantage of once the baseline data from this pilot project is accumulated. If the mental health transport service is deemed more economical than a City of Tulsa Police Department (TPD) transport, the City of Tulsa and its partners may consider future expansion of the service to include other transports as well.
2. **Question: What are the intended use cases for transportation?**
Response: This request for Competitive Sealed Proposal (CSP) is for involuntary transports from Crisis Care Center (CCC) to other facilities within the state, and only includes individuals who are initially taken to CCC by TPD. After admission to CCC, patients will be discharged or transported to a higher level of care within 24 hours.
3. **Question: How many transports are needed annually?**
Response: The City anticipates needing approximately 150 involuntary bed-to-bed transports annually. Attachment A shows the total number of TPD transports from the CCC and the number of CCC admissions for each month in 2020 including individuals that were taken to CCC by TPD.

4. **Question: Can costs be shared with Respondents?**
Response: Currently, mental health transports are covered by the City of Tulsa Police Department's personnel budget. Because officer time is not exclusively dedicated to this purpose, it is not possible to itemize the City's current costs for involuntary transports from the CCC for individuals taken to the center by TPD. The Price Sheet Summary allows Respondents to bid based upon hourly costs, mileage costs, a combination of hourly and mileage costs, or an alternate cost model should the Respondent choose to propose one.
5. **Question: What are the modes of transport?**
Response: During incidences where patients become aggressive or unwilling to cooperate, Respondents may utilize chemical restraints but will not be asked to transport patients that require medical observation. The use hard restraints (handcuffs, etc.) to transport patients will not be required.
6. **Question: Are there any transports outside the state? How far away can they be?**
Response: There are no out-of-state transports. Transports will be inside and outside Tulsa County; however, every effort is made to transport patients to the closest available bed. The majority of transports made to points outside of Tulsa County are to Sapulpa (15 miles), Muskogee (50 miles), or Oklahoma City (100 miles); however, there are rare occasions when transports are needed to Lawton (190 miles) or Fort Supply (220 miles).
7. **Question: How much notice can Sellers expect?**
Response: In most cases, 2-5 hours' notice will be given. Calls for transport will be made as beds become available, but in most cases, beds can be held until transport is available.
8. **Question: Will requests occur from 9-5 or overnight?**
Response: Respondents should expect a 16-hour work day ending at 9:00pm or 10:00pm. We intend to move away from "middle of the night", long transports.
9. **Question: Who will request the transport?**
Response: Transports will be requested by CCC with prior confirmation by TPD. Alternative platforms for requesting transports must be fully described by a Respondent in a proposal.
10. **Question: Are uniforms strictly prohibited? What about cars marked with company name?**
Response: In an effort to deescalate mental health transports, law enforcement dress uniforms, duty/operations uniforms, and tactical uniforms are discouraged. Business casual uniforms, including casual knit or polo shirts with company logo, are acceptable. The City of Tulsa uses unmarked vehicles for mental health transports. If cars are marked with company's identifying information, please detail those markings in proposal.
11. **Question: How many people are required for transports?**
Response: Two people per transport are preferred. If you have an

alternative method to ensure safe loading and unloading with one person, please provide that information in your proposal

12. Question: Is any capital funding available for vehicles or vehicle modifications?

Response: That is an allowed use of the federal grant funding; however, the City of Tulsa would prefer to utilize funding for operations.

13. Question: Will children be transported?

Response: No children will be transported; only adults.

14. Question: How will Sellers be paid?

Response: The City of Tulsa will review and pay invoices monthly, with 30-day net payment after receipt of an approved invoice.

15. Question: Are the Insurance Requirements stated as the minimum amounts?

Response: Insurance requirements as stated in this solicitation are minimum acceptable amounts.

16. Question: In reference to Scope of Work, item 2. e, clarify whether "appointments" are included under the scope of this CSP? If so, does "not billing the City for the trip," imply that services should be billed per trip? Is the expectation to not bill for mileage only or labor as well?

Response: The intent of item 2. e, is to prevent additional expense of a second trip where a patient's late arrival caused an appointment to be rescheduled. We are open to Proposals that show billing either per trip or for mileage and labor. The language has been changed to, "Guarantee to transport patients to appointments by the scheduled appointment times. If a patient arrives late to an appointment and the appointment must be rescheduled which makes necessary, a second transport of the patient; the Respondent agrees to bill for only the initial transport."

17. Question: Item 3.b in Scope of Work requires that all drivers complete the 16-hour Therapeutic Options course. Is there a cost to the Seller for this training? If so, please provide details.

Response: Oklahoma State University, in partnership with Healthy Minds, will provide the Therapeutic Options course to the selected Respondent at no cost to the Respondent. Although not statutorily required, the Safe Clinch training course, provided by the CCC, is highly recommended. The cost for the 8 hours Safe Clinch training is \$300 per trainee. The Safe Clinch training focuses on verbal de-escalation and holds, and each trainee will be certified in Safe Clinch after the training.

18. Question: Based on conversation from the teleconference, it appears that wheelchair accessible vehicles described in item 3.g under Scope of Work are no longer a part of this CSP. Will the City please confirm?

Response: The requirement for a vehicle equipped to transport patients in wheelchairs has been removed.

19. Question: As these dates in section VII have passed, will the City please clarify its intended period of initial service?

Response: The period of July1 through June 30 coincides with the City's fiscal year. The City of Tulsa would like to begin service on the first of the month, following execution of a agreement for services. The language has been removed.

20. **Question: As we expect to include a supervisory role (and propose under Pricing Alternative A), do we have permission to alter the Pricing Sheet to allow for our proposed pricing model?**

Response: The Respondent may and should alter the pricing sheet as necessary to list and define all charges associated with the response.

21. **Question: Does the City participate in a Group Purchasing Organization? If so, please clarify which one(s) and if the City intends to purchase services under that agreement.**

Response: The City employs many cooperative agreements as authorized by City ordinance (Ord. No. 22529, § 1, 9-29-2011). The City reserves the right to acquire goods and services from sources which serve the City's best interest.

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I. STATEMENT OF PURPOSE:

With this Request for Competitive Sealed Proposal (CSP), we are searching to secure quality, dependable services for bed-to-bed transport of involuntary patients who were taken into protective custody by the City of Tulsa Police Department (TPD), transported to the Family and Children's Services Crisis Care Center (CCC) for an initial assessment, and then determined by a Licensed Mental Health Professional to require in-patient mental health treatment at another facility

We enthusiastically look forward to receiving your proposal.

II. INSTRUCTIONS FOR SUBMITTING A PROPOSAL:

A. General Requirements

1. The proposal **must** be received by **5:00 p.m. on Wednesday, August 12, 2020, Central Daylight Time**. Proposals must be sealed in an envelope or box clearly labeled "**TAC1209 Mental Health Transport Services**".

Proposals arriving late will be returned unopened.

2. Proposals must be delivered sealed to:

**Deputy City Clerk
City of Tulsa
175 E. 2nd St.
Suite 260
Tulsa, OK 74103**

3. All interested Respondents (Sellers) are required to register with the Buyer, in order to receive updates, addenda or any additional information required. The City is not responsible for any failure to register.
4. Inquiries to the Buyer requesting clarification regarding this CSP request or the content herein must be made via e-mail and must be received prior to the end of the business day on **July 27, 2020**.

Terry Thomas, Senior Buyer
<mailto:tthomas@cityoftulsa.org>

Any questions regarding this CSP request will be handled as promptly and as directly as possible. If a question requires only clarification of CSP request instructions or specifications, it will be handled via e-mail, or verbally. If any question results in material changes or additions to the CSP request, those changes or additions will be forwarded to all registered Respondents as quickly as possible by addendum.

5. Respondents shall designate a contact person, with appropriate contact information, to address any questions concerning a proposal. Respondents shall also state the name and title of individuals who will

make final decisions regarding contractual commitments and have legal authority to execute a contract on the Respondent's behalf.

6. 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
7. **Pre-proposal Teleconference:** A non-mandatory teleconference will be held on **Thursday, July 23, 2020** at 11:00 AM CDT. Details will be provided on the appointed day to those who register with the Project Buyer. Registration must occur no later than 24 hours before the conference.

B. General Notifications

1. With this Competitive Sealed Proposal request, the City reserves the right to do the following:
 - a. To conduct oral or written discussions with Respondents, after proposals are received, concerning technical and Price aspects of the proposals and/or to allow Respondents to revise their proposals, including Price;
 - b. To evaluate, after proposals are received, the relative abilities of Respondents to perform, including their technical or professional experience and/or expertise;
 - c. To conduct a comparative evaluation, after proposals are received, of the differing Price, service, quality, contractual factors, technical content and/or technical and performance capability of the proposals;
 - d. To negotiate mutually agreeable terms in a contract;
2. The City of Tulsa notifies all possible Respondents that no person shall be excluded from participation in, denied any benefits of, or otherwise discriminated against in connection with the award and performance of any contract on the basis of race, religious creed, color, national origin, ancestry, physical disability, sex, age, ethnicity, or on any other basis prohibited by law.
3. All Respondents shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination.
4. All Respondents shall comply with the Americans with Disabilities Act (ADA) and all proposals and any subsequent contract shall include the following statement:

“Contractor shall take the necessary actions to ensure its operations in performance of this contract and its

employment practices are in compliance with the requirements of the Americans with Disabilities Act.”

It is understood that the program of the Respondent is not a program or activity of the City of Tulsa. The Respondent agrees that its program or activity will comply with the requirements of the ADA. Any costs of such compliance will be the responsibility of the Respondent. Under no circumstances will the Respondent conduct any activity which it deems to not be in compliance with the ADA.

5. Although it is the City’s intent to choose only the most qualified Respondents to interview, the City reserves the right to choose any number of qualified finalists for interview and/or final selection.
6. This Competitive Sealed Proposal request does not commit the City of Tulsa to pay any costs incurred in the submission of a proposal or the costs incurred in making necessary studies and designs for preparation thereof, or contract for service or supplies.

III. SCOPE OF WORK:

1. The Respondent shall complete requests for transport from City and/or Crisis Care Center. Requests for transport will include:
 - a. Date and time of requested transport(s);
 - b. Date and time of patient appointment(s);
 - c. Patient name(s);
 - d. Exact location of pick-up(s) and drop-off(s);
 - e. Whether wheelchair accessible vehicle is required;
 - f. Whether door-to-door service is required; and
 - g. Number of riders
2. Upon notification by the City, Respondent shall:
 - a. Within one (1) hour of receiving a request for transport, confirm or decline the requested trip;
 - b. Contact the Crisis Care Center at least one (1) hour prior to the requested trip to confirm the transport;
 - c. Allow at least ten (10) minutes for patient(s) to board the transport vehicle;
 - d. Notify City within twenty-four (24) hours of any cancellation by the Crisis Care Center; and
 - e. Guarantee to transport patients to appointments by the scheduled appointment times. If a patient arrives late to an appointment and the appointment must be rescheduled which

makes a second transport of the patient necessary; the Respondent agrees to bill for only the initial transport

3. Respondent shall:
 - a. Ensure all drivers:
 - 1) Be at least 21 years of age;
 - 2) Hold a valid driver's license issued by the State of Oklahoma;
 - 3) Undergo a criminal background check and not have been convicted, received a deferred or probated sentence related to any felony crime, a crime involving moral turpitude or a crime of domestic violence, and does not have any criminal charges pending in any court in this state, another state, in tribal court or pursuant to the United States Code;
 - 4) Ensure persons transported are protected from harm and injuries due to abuse, self-abuse, neglect, sexual incidents, serious injuries and other sources of immediate danger;
 - 5) Provide emergency care or have an established plan to access emergency care;
 - 6) Be trained in effective communication skills with persons with mental illness;
 - 7) Recognize and plan for problematic behaviors in a therapeutic and safe manner; and
 - 8) Be familiar with the statutes and standards related to transporting patients
 - b. Ensure that all drivers, not otherwise certified as a peace officer in Oklahoma, complete a 16-hour Therapeutic Options Course certified by the Oklahoma Department of Mental Health and Substance Abuse Services before being allowed to transport patients to designated mental health facilities;
 - c. Ensure that transport vehicles have a safety partition between the driver's area and the passenger area;
 - d. Equip transport vehicles with safety locks to prevent a patient from exiting a vehicle that is in motion;
 - e. Equip transport vehicles with an audio and video recording device that is operational during the entire period of transport;
 - f. Equip vehicle or driver with a two-way radio or cellular telephone that is operational during the entire period of transport.
4. Respondent shall transport patients in a vehicle which:
 - a. Is well maintained and in good mechanical condition; and
 - b. Has the following working equipment:
 - 1) air conditioner;

- 2) heater; and
 - 3) chemical-type fire extinguisher, of at least a one-quart capacity, located in the same compartment of the vehicle as the driver.
5. Respondent shall maintain audio and video recordings of each transport service for a minimum of thirty (30) days and provide such recordings to City within twenty-four (24) hours upon request.
 6. Respondent shall ensure compliance with all federal, state, and local laws, including but not limited to the Health Insurance Portability & Accessibility Act (HIPAA).
 7. An evaluation of the transportation program will be cooperatively performed throughout and at the end of the pilot year to determine whether it met standards of quality and dependability outlined in the Uniform Transportation Standards for Qualified Transportation Service Providers Taking Consumers to Designated Mental Health Facilities

IV. DELIVERABLES:

The service to be delivered to the City will include:

1. Detailed monthly billing for completion of requested services
2. A successful pilot transport project which demonstrates the Respondents capabilities for potential growth.
3. All transports served by highly trained personnel with an interest in doing this work.
4. Setting a goal of 100% transport order completion to encourage officers to be proactive in finding individuals and making sure they don't fall through the cracks in the overall system.
5. Centralized tracking of all transport orders.
6. Transport orders served by Respondent's operatives in plainclothes and unmarked vehicles to avoid the stigma and potential for behavioral escalation that can result from the sight of uniformed officers.
7. Developing relationships and rapport with frequently served patients, resulting in less uses of force.
8. A cultural shift in the approach to serving patients, relying on rapport and de-escalation.

V. RESPONDENT AND PROPOSAL REQUIREMENTS

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

- A. One (1) unbound original and one (1) bound copies of the proposal plus one electronic (1) copy on CD, DVD, or USB flash drive.
- B. A description of the Respondent's qualifications and experience and that of key personnel assigned to this project (and that of each firm proposed as part of the Respondent's team). It is noted that equipment, material and staff shall be provided by the Respondent.

- C.** A description of three (3) previous projects that Respondent's firm has conducted for organizations of similar size and complexity. Provide contact names and telephone numbers of references from these organizations.
- D.** At the discretion of the City, one or more Respondents may be invited to be interviewed for purposes of clarification or discussion of the proposal.
- E.** Any expenses incurred by the Respondent(s) in appearing for an interview or in any way providing additional information as part of the response to this Competitive Sealed Proposal request are solely the responsibility of the Respondent. The City of Tulsa is not liable for any costs incurred by Respondents in the preparation of proposals or any work performed by the Respondent prior to the approval of an executed contract by the City of Tulsa. The City assumes no responsibility or liability for any costs you may incur in responding to this CSP request, including attending meetings or contract negotiations.
- F.** Proposal should include
 - 1. Cover page.
 - 2. Cover letter.
 - 3. Table of contents.
 - 4. Executive summary describing respondent's approach to service.
 - 5. Description of services to be provided, including:
 - a. Information addressing each item appearing in Section III. Scope of Work;
 - b. Hours of operation, including any exclusions such as holidays;
 - c. Geographic area in which services will be available (for example, within 100-mile radius of the city limits of the City of Tulsa);
 - d. Hiring, training, and staffing plan for provision of requested services; and
 - e. Safety plan for transports.
 - f. Whether a call center available as a part of the service
 - 6. Completed price sheet.
 - 7. Description of the tracking system in place for generating data (digital or other) used in monthly reports.
 - 8. Templates or examples of detailed monthly data reports, including:
 - a. The number of transfers conducted;
 - b. Where the patients were transported;
 - c. Number of instances where there was the need for an officer present during transport;
 - d. Total mileage;
 - e. Number of instances where a type of restraint was required for transport;
 - f. Satisfaction survey information from partner organizations and patients utilizing the service; and
 - g. Timeliness for pick-ups/drop-offs.

9. Presentation examples for community stakeholder information sessions on service effectiveness.
10. Respondents are highly encouraged to use the evaluation criteria to check their proposals for quality, compliance, and completeness prior to submission.

VI. EVALUATION OF PROPOSALS:

A panel consisting of not less than three City of Tulsa employees will evaluate proposals using the point-based criteria contained herein. Final selection shall be the sole determination of the City, and if a selection is made it will be to the Respondent whose proposal is determined to be in the best interests of the City. 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 an agreement between the City and the selected Respondent(s).

Point Based Evaluation Criteria

Criteria	Points Available
Availability/Hours of Operation - Availability and hours of operation are clearly defined in the proposal and well-serve the City's needs	20
Approach to Service - Respondent demonstrates an approach to service that meets the needs of City and patients, provides flexibility, and adequately addresses scheduling conflicts	20
Cost/Fee per Service - Costs and fees are appropriate and reasonable for the services being provided and align with City's budget	20
Qualifications and Experience - Proposal clearly describes the company's qualifications and experience	20
Customer Service – Respondent demonstrates the ability to provide excellent customer service. Respondent shall detail how they measure customer service and document customer complaints	20
Total Score	100

VII. TIME FRAME FOR REVIEW:

The time frame for review of proposals is expected to be three (3) to six (6) weeks, but the City reserves the right to vary the period as necessary to meet its objectives. At the discretion of the City, one or more Respondents may be invited to be interviewed for purposes of clarification or discussion of their proposals.

VIII. AWARD OF PROPOSALS:

The City evaluates proposals based on the general criteria identified in Tulsa Revised Ordinance (TRO) Title 6, Chapter 4, and listed below:

1. The ability, capacity and skill of the Respondent to perform the contract or provide the service required,
2. Whether the Respondent can perform the contract or provide the service promptly or within the time specified, without delay or interference,

3. The character, integrity, reputation, judgment, experience and efficiency of the Respondent,
4. The quality of performance by Respondent of previous contracts or services,
5. The previous and existing compliance by the Respondent with laws and ordinances relating to the contract or service,
6. The sufficiency of the financial resources and ability of the Respondent to perform the contract or provide the service,
7. The quality, availability and adaptability of the Services offered by Respondent to the particular use required,
8. The ability of the Respondent to provide future maintenance, support and service related to Respondent's offer,
9. Where an earlier delivery date would be of great benefit to the Using Department, the date and terms of delivery may be considered in the Proposal award,
10. The degree to which the Proposal submitted is complete, clear, and addresses the requirements in the CSP request specifications,
11. If a point system has been utilized in the CSP request specifications, the number of points earned by the Respondent.
12. The total cost of ownership, including the costs of supplies, materials, maintenance, and support necessary to perform the item's intended function.
13. If an evaluation committee performs the evaluation, the recommendation of such committee.

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IX. MISCELLANEOUS:

- A.** Your response to this CSP request will be considered part of the contract, if one is awarded to you.
- B.** All data included in this CSP request, as well as any attachments, are proprietary to the City of Tulsa.
- C.** The use of the City of Tulsa's name in any way as a potential customer is strictly prohibited except as authorized in writing by the City of Tulsa.
- D.** Your proposal must clearly indicate the name of the responding organization, including the Respondent's e-mail address and web site information, if applicable, as well as the name, address, telephone number and e-mail address of the organization's primary contact for this proposal. Your proposal must include the name, address, telephone number and e-mail address of the Respondent and/or team of Respondents assigned to the City account. A Respondent Information Sheet has been included.
- E.** 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 below:

<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 CSP request.

The City expects to enter into a written Agreement with the chosen Respondent that will incorporate this CSP request and your proposal. In addition to any terms and conditions included in this CSP request, the City may include in the Agreement other terms and conditions as deemed necessary.

- F.** Health Insurance Portability & Accessibility Act (HIPAA) Requirements: As a condition of any resulting agreement the Respondent, and any subcontractor(s), will be required to comply with 42 U.S.C. Sections 1320d through 1320d-8, and to implement regulations at 45 C.F.R. Section 164.502 (e) and Sections 164.504 (e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act (HIPAA) of 1996. Protected Health Information (PHI) is information received by the Respondent from or on behalf of agency that meets the definition of PHI as defined by HIPAA and the regulations promulgated by the United States Department of Health & Human Services, specifically 45 CFR 164.501 and any amendments thereto.
- G.** The Seller must conduct background investigations to determine that no Seller (or its service provider) employees represent any potential conflict of interest that may compromise the safety of City passengers. The Seller will obtain the background checks at their cost. The Seller will provide City a

copy of the background check for each employee who provides direct services to City passengers prior to the employee providing those services.

- H. Seller and its subcontractors must obtain at Seller's expense and keep in effect during the term of the Purchase Agreement, including any renewal periods, policies of General Liability insurance in the minimum amounts set forth below and Workers' Compensation insurance in the statutory limits required by law.

Personal injury, each person	\$ 175,000.00
Property damage, each person	\$ 25,000.00
Auto Liability, each occurrence	\$ 1,000,000.00
Personal injury and property damage, each occurrence	\$ 2,000,000.00
General Commercial – each occurrence	\$ 2,000,000.00
Professional Liability	\$ 2,000,000.00
Workers' Compensation	(Statutory limits)

**SELLER'S INSURER MUST BE AUTHORIZED TO TRANSACT BUSINESS
IN THE STATE OF OKLAHOMA.**

You will have 10 days after notification that your Bid was selected for contract award by City to provide proof of such coverage by providing the assigned Project Buyer, shown in the "INSTRUCTIONS FOR SUBMITTING A PROPOSAL" section of this document, with a Certificate of Insurance. 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. Invitation for Bid number

The Seller shall not cause any required insurance policy to be cancelled or to permit it to lapse. It is the responsibility of Seller to notify City of any change in coverage or insurer by providing City with an updated Certificate of Liability Insurance. Failure of Seller to comply with the insurance requirements herein may be deemed a breach of the Purchase Agreement. Further, a Seller who fails to keep required insurance policies in effect may be deemed to be ineligible to bid on future projects, ineligible to respond to invitations for bid, and/or ineligible to engage in any new purchase agreements

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INTEREST AFFIDAVIT

STATE OF _____)
) ss.
COUNTY OF _____)

I, _____, of lawful age, being first duly sworn, state that I am the agent authorized by Seller to submit the attached Proposal. Affiant further states that no officer or employee of the City of Tulsa either directly or indirectly owns a five percent (5%) interest or more in the Respondent's business or such a percentage that constitutes a controlling interest. Affiant further states that the following officers, including any Trustee, and/or employee of the City of Tulsa own an interest in the Respondent's business which is less than a controlling interest, either direct or indirect.

By: _____
Signature

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

Notary Commission Number: _____

County & State Where Notarized: _____

The Affidavit must be signed by an authorized agent and notarized

NON-COLLUSION AFFIDAVIT

(Required by Oklahoma law, 74 O.S. §85.22-85.25)

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 Respondents 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 Proposal to which this statement is attached, and I have been personally and directly involved in the proceedings leading to the submission of such Proposal; and
- 3. Neither the Seller nor anyone subject to the Seller's direction or control has been a party:
 - a. to any collusion among Respondents in restraint of freedom of competition by agreement to Propose 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 Respondents and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

By: _____
Signature

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

Notary Commission Number: _____

County & State Where Notarized: _____

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).

Sign Here ►

Printed Name:

Title:

Date:

Price Sheet Summary

Pricing Alternative A (direct billing)

Description	Amount	Comments
If applicable, hourly fee for personnel time		
If applicable, fee per mile inside City of Tulsa city limits		
If applicable, fee per mile outside City of Tulsa city limits		
If applicable, fee per patient when transporting multiple patients in single vehicle		
If applicable, fee per ¼ hour wait time		

Please list or attach an itemized list of all other fees. Please note: all fees must be necessary and reasonable for proper and efficient performance and administration of this federal grant funded service

Pricing Alternative B (flat fee)

Year 1: \$ _____

Year 2: \$ _____

Year 3: \$ _____

Year 4: \$ _____

Year 5: \$ _____

5-YEAR TOTAL	\$ _____
---------------------	-----------------

Company Name: _____

Date: _____

Signature: _____

Name Printed: _____

Title: _____

City of Tulsa General Contract Terms

It is anticipated that the City of Tulsa will enter into a contract with the selected Respondent 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.** Contractor 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.** Contractor 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 Contractor harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys' fees and costs. In addition, Contractor 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 Contractor.** Contractor 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 Contractor hereunder. Contractor shall pay all royalties and charges incident to such patents, trademarks or copyrights.
4. **General Liability.** Contractor shall hold City harmless from any loss, damage or claims arising from or related to the performance of the Agreement herein. Contractor must exercise all reasonable and customary precaution to prevent any harm or loss to all persons and property related to this Agreement.
5. **Liens.** Pursuant to City's Charter (Art. XII, §5), no lien of any kind shall exist against any property of City. Contractor 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 Contractor or Contractor's subcontractors under the scope of this Agreement.
6. **No Confidentiality.** Contractor 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 Contractor pursuant to this Agreement that would be inconsistent with City's compliance with its statutory requirements there under.
7. **Compliance with Laws.** Contractor shall be responsible for complying with all applicable federal, state and local laws. Contractor is responsible for any costs of such compliance. Contractor shall take the necessary actions to ensure its operations in performance of this contract and its employment practices are in compliance with the requirements of the Americans with Disabilities Act. Contractor 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. Contractor 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 must be 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. Contractor may not assign this Agreement or use subcontractors to provide the Goods and/or Services without City's prior written consent. Contractor shall not be entitled to any claim for extras of any kind or nature.
12. **Equal Employment Opportunity.** Contractor shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination

The undersigned agrees to the inclusion of the above provisions, among others, in any contract with the City of Tulsa.

Company Name: _____

Date: _____

Signature: _____

Name Printed: _____

Title: _____

Attachment A Transport Volume

	CCC 2015	CCC 2016	CCC 2017	CCC 2018	CCC 2019	CCC 2020
January	16	34	66	87	69	53
February	23	38	54	68	68	49
March	22	38	81	93	68	34
April	13	56	63	82	59	28
May	31	55	50	91	59	31
June	26	35	49	80	61	15
July	53	44	42	82	62	
August	35	57	53	69	58	
September	35	47	47	65	64	
October	31	51	53	74	79	
November	42	48	52	68	82	
December	30	79	48	82	86	
Totals	357	582	658	941	815	210

Total TPD Transports from CCC

	Transports	EMSA	TPD	Unknown	Brought in by Family/Friend	Walk-In	Ambulance from Out of Town	COPES	Other Law Enforcement Agency	Boarding at Med Hosp	TCBH
Crisis Care Center 1/2020	53	4	8	1	0	37	0	3	0	5	0
Crisis Care Center 2/2020	49	0	9	3	0	37	0	0	0	0	0
Crisis Care Center 3/2020	34	1	11	5	0	17	0	0	0	0	0
Crisis Care Center 4/2020	28	2	5	4	0	17	0	0	0	0	0
Crisis Care Center 5/2020	31	2	11	3	0	15	0	0	0	0	0
Crisis Care Center 6/2020	15	0	5	1	1	8	0	0	0	0	0
Totals	210	9	49	17	1	131	0	3	0	5	0

2020 Admissions to CCC

COPES - Community Outreach Psychiatric Emergency Services, Family & Children's Services

EMSA - Emergency Medical Services Authority

TCBH – Tulsa Center for Behavioral Health