

04/21/2023

Competitive Sealed Proposal 23-450

Addendum #2

Please note the following changes which have been made for clarification to this Invitation for Sealed Bid. **This addendum must be listed as Addendum #2 on the ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS FORM** of the bid package as verification that you have received and are aware of the information contained herein.

QUESTIONS/CLARIFICATION/CHANGES:

CHANGES:

Changed Cyber Security/Liability Insurance- from \$2,000,000.00 to \$1,000,000.00 Aggregate on page 5.

Cyber Security/Liability Insurance – Aggregate	\$ 1,000,000.00
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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 the ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS FORM** of the bid package as verification that you have received and are aware of the information contained herein.

QUESTIONS/CLARIFICATION/CHANGES:

CHANGES:

Added C. Insurance Provision on page 5 and the top of page 6

Request for

Competitive Sealed Proposal

23-450

DNA Evidence Testing

NIGP Commodity Code(s):

961-48 Laboratory Services (includes Analysis for Human DNA)

EVENT	DATE
Issue Date	3/31/23
Pre-Proposal Conference	No Pre-Proposal Conference
Deadline for Questions <i>Submit to assigned buyer via email.</i>	4/23/23 <i>10 Days prior to CSP due date</i>
Proposal Due Date <i>Mail or deliver to City Clerk address. Proposals are open the day after the due date.</i>	5/03/23

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

Darin Johnson, Buyer | darinjohnson@cityoftulsa.org
*All questions should be emailed with the **CSP 23-450** in the subject line.*

Submit proposals (sealed) to:

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



I. STATEMENT OF PURPOSE:

With this Competitive Sealed Proposal (CSP) request, The City of Tulsa (City) is searching to secure laboratory services for DNA evidence testing of approximately 750 Sexual Assault Evidence Collection Kits (SAECK). A typical kit contains but is not limited to swabs and possibly an under garment. The number of swabs varies between kits and/or the collected kit. There can be other items submitted in the kits, such as exam mats and other clothing.

II. INSTRUCTIONS FOR SUBMITTING A PROPOSAL:

A. General Requirements

1. The proposal **must** be received by **5:00 p.m. on Wednesday, May 03, 2023, Central Daylight Time**. Proposals must be sealed in an envelope or box clearly labeled **“CSP 23-450 DNA Evidence Testing”**. 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 Sellers are required to register with the Buyer, Darin Johnson, 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 **April 26, 2023**.

Darin Johnson, Buyer
darinjohnson@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 Sellers as quickly as possible by addendum.

5. Sellers shall designate a contact person, with appropriate contact information, to address any questions concerning a proposal. Sellers 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 Seller'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**

B. General Notifications

1. With this CSP request, the City reserves the right to do the following:
 - a. To conduct oral or written discussions with Sellers, after proposals are received, concerning technical and Price aspects of the proposals and/or to allow Sellers to revise their proposals, including Price;
 - b. To evaluate, after proposals are received, the relative abilities of Sellers 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 notifies all possible Sellers 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 Sellers shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination.
4. All Sellers 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 Seller is not a program or activity of the City of Tulsa. The Seller 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 Seller. Under no circumstances will the Seller 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 Sellers to interview, the City reserves the right to choose any number of qualified finalists for interview and/or final selection.

C. INSURANCE

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.

Commercial General Liability – each occurrence	\$1,000,000.00
Commercial General Liability – General Aggregate	\$2,000,000.00
Commercial Auto Liability – each occurrence	\$ 1,000,000.00
Cyber Security/Liability Insurance – each occurrence	\$ 1,000,000.00
Cyber Security/Liability Insurance – Aggregate	\$ 1,000,000.00
Professional Liability Coverage	\$ 1,000,000.00
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.

III. SCOPE OF SERVICE:

1. The Seller shall ensure chain of custody.
2. The Seller shall conduct testing as indicated in the Technical Specifications for Testing.
3. The Seller shall return all evidence. If returning extracts, the extracts need to be lyophilized (freeze-dried) for storage at ambient temperature.
4. The Seller shall document the results of testing, conduct technical and administrative reviews, and provide a complete copy of the case file records and report. Electronic case file records and reports are acceptable.

IV. TECHNICAL SPECIFICATIONS FOR TESTING:

Technology: STR (Promega's PowerPlex Fusion 5C)
Y-STR (Promega's PowerPlex Y23)

Platform: Capillary electrophoresis using an ABI 3500 genetic analyzer

V. TIME FRAME FOR REVIEW:

The selection committee has allowed three weeks to perform their evaluation. Additional time may be necessary to conduct interviews.

VI. DELIVERABLES:

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

- 1) Complete copy of the case file records and report.
- 2) Evidence

VII. SELLER AND PROPOSAL REQUIREMENTS:

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

- A. One (1) unbound original and four (4) bound copies of the proposal plus one electronic (1) copy on CD, DVD, or flash drive.
- B. A description of the Seller's qualifications and experience and that of key personnel assigned to this project (and that of each firm proposed as part of the Seller's team). It is noted that equipment, material and staff shall be provided by the Seller.
- C. A description of previous projects that Seller's firm has conducted for organizations of similar size and complexity. Provide contact names and telephone numbers of references from these organizations.
- D. Provide a project schedule, identifying beginning and ending dates of work, as well as project target dates.
- E. At the discretion of the City, one or more Sellers may be invited to be interviewed for purposes of clarification or discussion of the proposal.
- F. Documentation:
 - 1. The most recent external Quality Assurance Standards (QAS) Audit for Forensic Testing.
 - 2. Certificate of laboratory accreditation to the ISO/IEC 17025:2017 standard.
 - 3. The latest report for laboratory accreditation
 - 4. On-site visit by either Technical Leader; a designee from an NDIS participating laboratory who is qualified or previously qualified as a DNA analyst in the technology, platform, and typing amplification kit used to generate data (see Technical Specifications); or an on-site visit conducted by a designated FBI employee.
 - 5. Any corrective actions, quality notifications, or similar documentation that were initiated as part of a finding from an audit/assessment
 - 6. Curriculum Vitae of employees that would be involved in the DNA testing process from cutting to reporting.
- G. Methods:
 - 1. To determine suitability for DNA testing
 - 2. DNA testing to include:
 - a. extraction,
 - b. purification,
 - c. quantitation,
 - d. amplification,
 - e. capillary electrophoresis,
 - f. analysis
 - 3. Criteria to determine clear major/minor alleles
 - 4. How are major/minor alleles reported
- H. Policies:
 - 1. Evidence Handling and Sample Selection

- a. Define sample
 - 1) How much of sample is consumed for testing
 - 2) Criteria to consume an entire sample
 - 3) How many samples are screened per SAECK
 - 4) How many samples (evidence and known) are DNA tested per SAECK
 - 5) How is it determined to use STR and/or YSTR testing
- b. Define work product, evidence, and extracts
- c. Return of work product, evidence, and extracts
- d. Release of employee STR and/or YSTR profiles involved in the DNA testing process from receipt of evidence to return of evidence for quality control purposes (can be anonymous)

I. Billing:

How will the City of Tulsa be invoiced and when

1. Case Reporting:

What information is included in the case file

- 2. How will the case files be obtained by the Tulsa Police Department Forensic Laboratory and on what schedule

J. Cost:

1. Testing

Detailed and complete cost structure to include STR and YSTR testing per sample

IV. Testimony

Detailed and complete cost structure to include transportation, testimony time, lodging, etc.

VIII. EVALUATION OF PROPOSALS:

A panel consisting of not less than six (6) City employees will evaluate proposals. Selection shall be determined to be in the best interest of the City as evaluated by the City. The approval of the selected Seller 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 successful Seller.

Bids will be scored by each member of the selection committee using the six categories listed in the Evaluation Criteria.

- A. At the discretion of the City, one or more Sellers may be invited to be interviewed for purposes of clarification or discussion of the proposal.
- B. Any expenses incurred by the Seller(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 Seller. The City of Tulsa is not liable for any costs incurred by Sellers in the preparation of proposals or any work performed by the Seller 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.

Evaluation Criteria:

Description	Possible Points
Documentation	20
Methods	20
Policies	20
Billing	10
Case Reporting	10
Cost	20

IX. 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 Seller to perform the contract or provide the service required,
- 2. Whether the Seller 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 Seller,
- 4. The quality of performance by Seller of previous contracts or services,
- 5. The previous and existing compliance by the Seller with laws and ordinances relating to the contract or service,
- 6. The sufficiency of the financial resources and ability of the Seller to perform the contract or provide the service,

7. The quality, availability and adaptability of the Services offered by Seller to the particular use required,
8. The ability of the Seller to provide future maintenance, support and service related to Seller'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 Seller.
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.

X. MISCELLANEOUS:

- A.** Your response to this CSP request will be considered part of the Agreement, if one is awarded to you.
- B.** All data included in this CSP request, as well as any attachments, are proprietary to the City.
- C.** The use of the City's name in any way as a potential customer is strictly prohibited except as authorized in writing by the City.
- D.** Your proposal must clearly indicate the name of the selling organization, including the Seller'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 Seller and/or team of Sellers assigned to the City account.
- 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.

- F.** The City expects to enter into a written Agreement with the chosen Seller 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.

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).

Sign Here ►

Printed Name:

Title:

Date:

SELLER INFORMATION SHEET

Seller's Legal Name: _____

(Must be Seller's company name exactly as reflected on its organizational documents, filed with the state in which Seller is organized; not simply a DBA.)

State of Organization: _____

Seller's Type of Legal Entity: (check one)

☐ Sole Proprietorship

☐ Partnership

☐ Corporation

☐ Limited Partnership

☐ Limited Liability Company

☐ Limited Liability Partnership

☐ Other: _____

Address: _____
Street City State Zip

Website Address: _____ **Email Address:** _____

Sales Contact:

Name: _____

Street: _____

City: _____

State: _____

Phone: _____

Fax: _____

Email: _____

Legal or Alternate Sales Contact:

Name: _____

Street: _____

City: _____

State: _____

Phone: _____

Fax: _____

Email: _____

Price Sheet Summary

Detailed and complete cost structure to include STR and YSTR testing per sample

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 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.** 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.
5. **Liens.** Pursuant to City's Charter (Art. XII, §5), no lien of any kind shall exist against any property of City. 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.
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 its 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 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. 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

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: _____