10/16/2026

REQUEST FOR PROPOSAL FOR BID TAC 585M

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:

CLARIFICATION: Miscellaneous typographical and grammatical errors have been corrected.

CHANGE 1. Exhibit A was missing Estimated Quantities for evaluation purposes. Quantities have been listed.

Request for Proposal

TAC 585M

Professional Services for: Drug Testing Laboratory Services

Department: Human Resources

NIGP Commodity Code(s): 952-07, 961-50

RFP Schedule

EVENT	DATE
RFP Issue Date	10/12/2026
Pre-Proposal Conference *Virtual – email buyer for invite*	10/16/2026 at 09:00 am CDT
Deadline for Questions *Submit to assigned buyer via email.*	10/26/2026 *10 Days prior to RFP due date*
Proposal Due Date *Mail or deliver to City Clerk address. Proposals are opened the day after the due date.*	11/04/2026

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

Samantha J. Toothaker, Senior Buyer | stoothaker@cityoftulsa.org
*All questions should be emailed with **TAC 585M** on the subject line.*

Submit proposals (sealed) to:

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

CITY OF Tulsa
A New Kind of Energy

I. OVERVIEW AND GOALS

The City of Tulsa (City) is soliciting proposals to secure a source to provide Drug Testing Laboratory 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 DOT and non-DOT drug testing laboratory services and report results to the City Medical division who oversees drug testing for City applicants and City employees. All laboratory test results should be securely electronically transferred into the City's occupational health software. We are currently using Nextgen electronic health record system software and have a bi-directional interface for orders and results.

III. TIMELINE

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

EVENT	DATE
RFP Issue Date	10/12/2026
Pre-Proposal Conference	10/16/2026
Deadline for Questions	10/26/2026
Addenda issued (if needed)	10/28/2026
PROPOSAL DUE DATE	11/04/2026
Begin proposal evaluations	11/05/2026
Proposal Award (anticipated)	11/12/2026
Negotiations with apparent successful Respondent begin (anticipated)	11/12/2026
Execute contract (anticipated)	12/02/2026
Begin service delivery (anticipated)	12/04/2026

IV. SCOPE OF WORK

The Respondent shall provide the following services:

- Respondent shall provide daily pickup services from City Medical's primary location.
- Respondent shall provide all specimen collection supplies. All specimen collections will be conducted by City Medical.
- Custody control forms will be used and maintained with all samples provided to Respondent for processing. Respondent must provide effective sample tracking along with a robust chain of custody system to ensure end-to-end visibility of specimen samples while in transit.
- If samples are being transported via a freight carrier instead of local courier, Respondent is to provide prepaid airbills. Freight and/or courier expenses are to be included in unit costs listed in Exhibit A and may not be billed to City as an individual line item.
- All prices quoted shall be based on F.O.B. Tulsa, Oklahoma, with all charges prepaid by Respondent to the actual point of delivery at the testing laboratory from the pick-up point in Tulsa, Oklahoma. Any potential freight charges must be included in your unit cost.
- Respondent shall provide consultations with a board-certified scientist or toxicologist on an on-call basis. Cost of consultations must be included in your unit cost.
- Occasionally it may be necessary for Respondent to provide onsite expert witness testimony. The day rate listed on Exhibit A must be all inclusive of necessary costs to provide the service.
- Respondent shall provide access to their Directory of Services with their proposal packet. If it is a website requiring a login, appropriate credentials to review service listings must be provided.
- Drug test results must be reported within 24 hours unless positive. Please list the time frame for reporting all positive tests.
- Specimen validity testing/Adulterant screening must be completed on all samples submitted for initial drug testing.
- All positive tests must have quantitative levels reported. All confirmatory tests shall be completed via gas chromatography-mass spectrometry (GC-MS) methodology.
- Results are to be sent via secure portal and positive preliminary results faxed to City Medical's secure fax.
- Annual report showing test panel usage summaries for previous 12 month period must be provided to the Assigned Buyer with annual contract renewal paperwork.

Drug Testing Table

Abbreviation	Analyte	Initial Test Level	Confirmatory Test Level
Amphetamines			
AMP	Amphetamine	500 ng/mL	250 ng/mL
MAMP	Methamphetamine	500 ng/mL	250 ng/mL
MDMA	Methylenedioxymethamphetamine	500 ng/mL	250 ng/mL
MDA	Methylenedioxyamphetamine	500 ng/mL	250 ng/mL
Opioids			
COD	Codeine	2000 ng/mL	2000 ng/mL
MOP	Morphine	2000 ng/mL	2000 ng/mL
Semi-Synthetic Opioid (Heroin)			
6-AM	6-Acetylmorphine (Heroin metabolite)	10 ng/mL	10 ng/mL
Semi-Synthetic Opioids			
HYC	Hydrocodone	300 ng/mL	100 ng/mL
HYM	Hydromorphone	300 ng/mL	100 ng/mL
OXYC	Oxycodone	100 ng/mL	100 ng/mL
OXYM	Oxymorphone	100 ng/mL	100 ng/mL
Synthetic Opioids			
FENT	Fentanyl*	1 ng/mL	1 ng/mL
NFENT	Norfentanyl	1 ng/mL	1 ng/mL
MTD	Methadone	300 ng/mL	200 ng/mL
MEP	Meperidine	100 ng/mL	100 ng/mL
PPX	Propoxyphene**	300 ng/mL	300 ng/mL
TRAM	Tramadol	100 ng/mL	100/ng/mL
Other			
THC	Marijuana Metabolite (delta9THCC)	50 ng/mL	15 ng/mL
COC	Cocaine (Benzoylecgonine)	150 ng/mL	100 ng/mL
BAR	Barbiturates	300 ng/mL	200 ng/mL
BZO	Benzodiazepines	300 ng/mL	200 ng/mL
MQL	Methaqualone**	300 ng/mL	300 ng/mL
PCP	Phencyclidine	25 ng/mL	25 ng/mL
* a fentanyl immunoassay must have at least 5% cross-reactivity to norfentanyl			
**specific to Oklahoma State Regulations			

Specimen Validity Testing Parameters – Adulterant Screening (SVT)					
Abbreviation	Parameter	Normal	Dilute	Substituted	Adulterated
CR	Creatinine	≥ 20.0 mg/dL	2.0 - 19.9	< 2.0	
SG	Specific Gravity	1.0020 - 1.0200	1.0010 - 1.0029	≤ 1.0010	
PH	pH	4.5 - 8.9			< 4.0 or ≥ 11.0
NIT	Nitrite	Negative			≥ 500 mcg/mL

NOTE: City is aware of pending changes to the DOT test panel requirements with regard to adding Fentanyl and Norfentanyl. Please utilize Item 1a and 2a on Exhibit A to list Order Code and pricing for those panel configurations once the rule is finalized and has gone into effect.

V. DELIVERABLES

The products, reports, and services to be delivered to City will include specimen collection supplies, specimen testing results, on-call consultation services and expert testimony.

VI. RESPONDENT QUALIFICATIONS

The City of Tulsa is seeking a full-service laboratory that is accredited by the Commission on Inspection and Accreditation of Laboratories of the College of American Pathologists. The City of Tulsa has opted to do only SAMHSA drug tests therefore the lab must be certified by the Department of Health and Human Services. 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 radioimmunoassay. Respondent must be an actual laboratory, not a third party administrator. Accreditation Certificates must be submitted with Proposal Packet.

VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL:

A. Proposals must be received by **5:00 p.m. Central Time on the Bid Submission Date (see first page).** Please place proposals in a sealed envelope or box clearly labeled **"TAC 585M, Drug Testing Laboratory Services".** Please use the label provided on the last page of this RFP to clearly write the Respondent's legal name and Bid number on the outside of the package, container, or envelope. No faxed or emailed Bids will be considered.

Proposals received late will be returned unopened.

B. Interested Respondents should submit:

One (1) unbound original.
One (1) bound copy with either binder clip or staple. Do not use spiral, comb or thermal binding.

C. Proposals shall be delivered and sealed to:

Office of the City Clerk
City of Tulsa
175 E. 2nd St.
Suite 260
Tulsa, OK 74103

D. **Pre-Bid Conference**: If a pre-Bid conference is required, see the first page for time and location.

Attendance Requirement
☒ Attendance at the Pre-Bid Conference is required to submit a Bid.
☐ Attendance is not required to submit a Bid.

E. 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.

F. 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

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.

G. Data Rider: (Exhibit B) If the box is checked "Yes," the Data Rider is required.

Yes: ☒ **No:** ☐

H. Insurance: (Exhibit C) If the box is checked "Yes," Insurance Requirements as set forth in Exhibit C are required.

Yes: ☒ **No:** ☐

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

Standards, Specifications, and Awards Committee Meeting
175 East 2nd Street, 2nd Floor
City Council Chamber

VIII. RESPONSE QUESTIONS AND PROPOSAL REQUIREMENTS

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

- Timeframe to integrate with NextGen software.
- Ability to respond to Daily pickup requests.
- Timeframe for reporting confirmed positive test results.
- Minimum five (5) references to be provided. References must include Company's name, contact's name, full mailing address, phone number, email address and a description of the supplies and/or services provided.
- Directory of Services access
- Accreditation Certificates for Laboratory and personnel

Required Forms

- Respondent Information Sheet
- Exhibit A Delivery and Price Sheet Summary
- Exhibit B Data Rider
- Exhibit C Insurance – Certificate(s) of Insurance
- Exhibit D City of Tulsa General Contract Terms
- 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 L. Authorized Agents.

IX. EVALUATION OF PROPOSALS:

A panel consisting of not less than three (3) City of Tulsa employees will conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFP. 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 a contract between the City and the selected

Respondent(s). The City's determination may consider technical merit, qualifications, demonstrated experience, overall value, and the Respondent's ability to successfully perform Scope of Work. The City reserves the right to conduct interviews, request presentations, or seek clarifications from one or more Respondents as part of the evaluation process, and may be considered in the final evaluation.

All Proposals 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
Total Possible Points	100

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

X. MISCELLANEOUS

A. The City expects to enter into a written Agreement (the "Agreement") with the chosen Respondent(s) that shall incorporate this RFP and your proposal. Further, Respondent(s) will be bound to comply with the provisions set forth in this RFP. In addition to any terms and conditions included in this RFP, the City may include in the Agreement other terms and conditions as deemed necessary. Your response to this RFP will be considered part of the Agreement if one is awarded to you.

B. All data included in this RFP, as well as any attachments, are proprietary to the City.

C. The City notifies all possible Respondents that no person shall be excluded from participation in, denied any benefits of, or otherwise discriminated against in connection with the award and performance of any contract on the basis of race, religious creed, color, national origin, ancestry, physical disability, sex, age, ethnicity, or on any other basis prohibited by law.

D. All Respondents shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination. They shall also comply with the Americans with Disabilities Act (ADA).

E. The use of the City's name in any way as a potential customer or contractual partner is strictly prohibited except as authorized in writing by the City.

F. The City assumes no responsibility or liability for any costs you may incur in responding to this RFP, including attending meetings or contract negotiations.

G. The City is bound to comply with Oklahoma's Open Records Act, and information submitted with your proposal, with few exceptions, is a matter of public record. For

specifics on the Oklahoma Open Records Act, see the link here: https://libraries.ok.gov/law-legislative-reference/library-laws/statutes-open-records/.

The City shall not be under any obligation to return any materials submitted in response to this RFP request.

H. The City shall not infringe upon any intellectual property right of any Respondent but reserves the right to use any concept or methods contained in the proposal. Any desired restrictions on the use of information contained in the proposal should be clearly stated. Responses containing your proprietary data shall be safeguarded with the same degree of protection as the City's own proprietary data. All such proprietary data contained in your proposal must be clearly identified.

I. The City also notifies all Respondents that the City has the right to modify the RFP and the requirements herein, to request modified proposals from Respondents, and to negotiate with the selected Respondent on price and other contract terms, as necessary to meet the City's Objectives.

J. Although it is the City's intent to choose only the most qualified Respondents, the City reserves the right to choose any number of qualified finalists for interview and/or for final selection. 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.

K. Payment. Invoices should be e-mailed to the City of Tulsa – Accounts Payable at: apinvoices@cityoftulsa.org. Payment will be made net 30 days after receipt of a properly submitted invoice or the City's Acceptance of the Supplies or Services, whichever is later. Each invoice must be fully itemized, identifying Supplies provided and/or Services performed, and must bear the purchase order number assigned by the City.

The purchase order number shall appear on all invoices, packing lists, packages, shipping notices, instruction manuals and other written documents relating to the Supplies or Services. Packing lists shall be enclosed in each and every box or package shipped pursuant to this Agreement, indicating the content therein.

L. Authorized Agents. Parts of the Bid (Exhibit A, Exhibit B, Affidavit, 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)

☐ Sole Proprietorship
☐ Partnership
☐ Corporation
☐ Limited Liability Company
☐ Limited Partnership
☐ Limited Liability Partnership
☐ Limited Liability Limited Partnership
☐ Other: _____

Respondent's Address: _____
Street City State Zip Code

Respondent's Website Address: _____

Sales Contact:

Name: _____

Title/Position: _____

Street: _____

City: _____

State: _____

Phone: _____

Email: _____

Contact for Legal Notice:

Name: _____

Title/Position: _____

Street: _____

City: _____

State: _____

Phone: _____

Email: _____

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

☐ Email from Assigned Buyer
☐ City of Tulsa Website
☐ Tulsa World posting
☐ Purchasing search engine
☐ Industry colleague
☐ Other:

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	Order Code	Unit Price	Extended Cost
1.	600	DOT Panel		$	$
1a.	600	DOT Panel (contingent upon Fentanyl requirement added)		$	$
2.	525	DOT Look-Alike Panel		$	$
2a.	525	DOT Look-Alike Panel (contingent upon Fentanyl requirement added)		$	$
3.	50	8 Panel (Includes AMP, MAMP, MDMA, MDA, COD, MOP, HYC, HYM, OXYC, OXYM, MTD, THC, COC, BAR, BZO, MQL, PCP)		$	$
4.	450	Fire Panel (Includes AMP, MAMP, MDMA, MDA, COD, MOP, 6-AM, HYC, HYM, OXYC, OXYM, FENT, NFENT, THC, COC, BAR, BZO, MQL, PCP)		$	$
5.	525	Police Panel (Includes AMP, MAMP, MDMA, MDA, COD, MOP, 6-AM, HYC, HYM, OXYC, OXYM, MEP, PPX, THC, COC, BAR, BZO, MQL, PCP)		$	$
6.	10	Opiates Panel (Includes HYD, HYM, OXYC, OXYM)		$	$
7.	10	Fentanyl Panel (Includes FENT, NFENT)		$	$
8.	10	Tramadol Panel		$	$
TOTAL EXTENDED COST FOR ALL ITEMS (ALL COSTS MUST BE INCLUDED):			**$ _____**		

Discount percentage for all other panels not listed above	_____ **%**

Additional Service:

Per Day Cost for Onsite Expert Witness Testimony (Will Not Be Used in Cost Evaluation.)	**$_____PER DAY (Not to Exceed Amount)**

THE CITY DOES NOT GUARANTEE ANY SPECIFIC QUANTITY OR NUMBER OF PURCHASES, IF ANY, THAT WILL BE MADE DURING THE AGREEMENT TERM.

Annual Price Adjustment. The prices bid for any Supplies and/or Services shall not increase during the first year of the term of the Agreement. However, if You anticipate that You will not be able to maintain firm prices after the first year of the term, You may request an annual change in price using one of the following methods. The Increase shall be limited to the lesser of:

a. The change in the Consumer Price Index from BLS Table 1 (linked here) from the prior year.
b. Or the following fixed percentage: _____%.

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 Exhibit D 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 (Bid#), 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, and intrusion protection logs for a minimum of 180 days.

4. Return or Destruction of Protected Data

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

5. Sole Property of City

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

6. Breaches of Protected Data

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

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

Seller's report shall identify:

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

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

1. Immediately notify the State of Oklahoma and CISA upon learning of a possible breach.
2. Immediately preserve any potential forensic evidence relating to the Breach;
3. Promptly (within 2 business days) designate a contact person to whom the City will direct inquiries, and who will communicate Seller responses to City inquiries;
4. As rapidly as circumstances permit, apply appropriate resources to remedy the breach condition, investigate, document, restore City service(s) as directed by the City, and undertake appropriate response activities;
5. Provide status reports to the City on Breach response activities, either on a daily basis or a frequency approved by the City;
6. Coordinate all media, law enforcement, or other Breach notifications with the City in advance of such notification(s), unless expressly prohibited by law;
7. Make all reasonable efforts to assist and cooperate with the City in its Breach response efforts; and

8. Ensure that knowledgeable Seller staff are available on short notice, if needed, to participate in City-initiated meetings and/or conference calls regarding the Breach.

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

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

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

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

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

10. Survival
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 will have 10 days after notification that its Bid was Accepted by the City to provide proof of coverage.

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 Seller's responsibility to provide notice to the City, should any required insurance be cancelled or non-renewed. Failure of the Seller to provide all insurance requirements, or to provide notice, shall not relieve the Seller 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).

_____

_____

_____

_____

_____

_____

Sign Here ► _____

Printed Name: _____

Title: _____

Date: _____

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EXHIBIT D
CITY OF TULSA GENERAL CONTRACT TERMS

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

1. **Renewals.** Seller understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Agreement. The continuing purchase by City of the Services set forth in this Agreement is subject to City's needs and to City's annual appropriation of sufficient funds in City's fiscal year (July 1st to June 30th) in which such Services are purchased. In the event City does not appropriate or budget sufficient funds to perform this Agreement, this Agreement shall be null and void without further action by City.

2. **No Indemnification or Arbitration by City.** Seller understands and acknowledges that City is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, City shall not indemnify nor hold Seller harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys' fees and costs. In addition, Seller shall not limit its liability to City for actual loss or direct damages for any claim based on a breach of this Agreement and the documents incorporated herein. City reserves the right to pursue all legal and equitable remedies to which it may be entitled. City will not agree to binding arbitration of any disputes.

3. **Intellectual Property Indemnification by Seller.** Seller agrees to indemnify, defend, and save harmless City and its officers, employees and agents from all suits and actions of every nature brought against them due to the use of patented, trademarked or copyright-protected appliances, products, materials or processes provided by Seller hereunder. Seller shall pay all royalties and charges incident to such patents, trademarks or copyrights.

4. **General Liability and Indemnification.** Seller shall hold City harmless from any loss, damage or claims arising from or related to the performance of the Agreement herein. Seller must exercise all reasonable and customary precaution to prevent any harm or loss to all persons and property related to this Agreement. Seller agrees to indemnify and hold the City harmless from all claims, demands, causes of action or suits of whatever nature arising out of the services, labor, and material furnished by Seller or Seller's subcontractors under the scope of this Agreement.

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

6. **No Confidentiality.** Seller understands and acknowledges that City is subject to the Oklahoma Open Records Act (51 O.S. §24A.1 *et seq.*) and therefore cannot assure the confidentiality of contract terms or other information provided by Seller pursuant to this Agreement that would be inconsistent with City's compliance with its statutory requirements there under.

7. **Compliance with Laws.** Seller shall be responsible for complying with all applicable federal, state and local laws. Seller is responsible for any costs of such compliance. Seller shall take the necessary actions to ensure its operations in performance of this contract and employment practices are in compliance with the requirements of the Americans with Disabilities Act. Seller certifies that it and all of its subcontractors to be used in the performance of this agreement are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. Sec. 1313 and includes, but is not limited to, the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify.

8. **Right to Audit.** The parties agree that books, records, documents, accounting procedures, practices, price lists or any other items related to the Services provided hereunder are subject to

inspection, examination, and copying by City or its designees. Seller shall retain all records related to this Agreement for the duration of the contract term and a period of three years following completion and/or termination of the contract. If an audit, litigation, or other action involving such records begins before the end of the three year period, the records shall be maintained for three years from the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.

9. **Governing Law and Venue.** This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principles, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Tulsa County, Oklahoma and each party waives any objection to such venue.

10. **No Waiver.** A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.

11. **Entire Agreement/No Assignment.** This Agreement and any documents incorporated herein constitute the entire agreement of the parties and supersede any and all prior agreements, oral or otherwise, relating to the subject matter of this Agreement. This Agreement may only be modified or amended in writing and signed by both parties. Notwithstanding anything to the contrary herein, the City does not agree to the terms of any future agreements, revisions or modifications that may be required under this Agreement unless such terms, revisions or modifications have been reduced to writing and signed by both parties. Seller may not assign this Agreement or use subcontractors to provide the Goods and/or Services without City's prior written consent. Seller shall not be entitled to any claim for extras of any kind or nature.

12. **Equal Employment Opportunity.** Seller shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination.

13. **Acknowledgment.** If Seller has 10 or more full-time employees during the term of the Agreement, and this Agreement has a value of one hundred thousand dollars ($100,000) or more, Seller hereby represents, warrants, and covenants to the City that, in accordance with and pursuant to 21 O.S. § 1289.31 (i) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (ii) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement.

RESPONDENT CHECKLIST

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

Proposer's Name: _____

RESPONDENT CHECKLIST	
RESPONDENT DOCUMENTS	**INCLUDED?**
Cover Letter	
Proposal Narrative (To Include Requirements as listed in Section VIII.)	
References List (Section VIII)	
Directory of Services Access (Section VIII)	
Accreditation Credentials (Section VIII)	
Original RFP document including completed forms listed below:	
Respondent Information Sheet **(required form)**	
Exhibit A – Delivery and Price Sheet Summary **(required form)**	
Exhibit B – Data Rider	
Exhibit C Insurance – Certificate(s) of Insurance	
Affidavit (Non-Collusion, Interest & Claimant) **(required form)**	
Acknowledgement of Receipt of Addenda **(required form)**	
Exhibit D – City of Tulsa General Contract Terms	
Signature Authorization Documentation for Authorized Agent	

Any contact with City Employees or Officials, other than the Assigned Buyer, for or about this solicitation will disqualify your Proposal and it shall be deemed non-responsive.

PACKING LABEL

Top Left Corner
Your Company Name
Street Address
City, State, Zip Code

FROM

City of Tulsa - City Clerk's Office

175 East 2nd Street, Suite 260
Tulsa, OK, 74103

Respondent Submission For:
RFP# TAC 585M
RFP DESCRIPTION: Drug Testing Laboratory 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.