

## **Solicitation RFP 25503**

# **Electronic Health Records Software For Use By First Responders**

**Bid Designation: Public**



**City of Oklahoma City and its Trusts**

## **Bid RFP 25503**

### **Electronic Health Records Software For Use By First Responders**

Bid Number	<b>RFP 25503</b>
Bid Title	<b>Electronic Health Records Software For Use By First Responders</b>
Bid Start Date	<b>In Held</b>
Bid End Date	<b>Jun 5, 2024 4:00:00 PM CDT</b>
Question & Answer End Date	<b>May 31, 2024 12:00:00 PM CDT</b>
Bid Contact	<b>Pennie Leck</b> <b>Management Specialist</b> <b>pennie.leck@okc.gov</b>
Bid Contact	<b>City Clerk</b> <b>cityclerk@okc.gov</b>
Bid Contact	<b>Sherry Cochran-Schmees</b> <b>Purchasing Analyst</b> <b>sherry.cochranschmees@okc.gov</b>
Contract Duration	<b>1 year</b>
Contract Renewal	<b>4 annual renewals</b>
Prices Good for	<b>Not Applicable</b>
Pre-Bid Conference	<b>May 15, 2024 2:00:00 PM CDT</b> <b>Attendance is optional</b> <b>Location: A non-mandatory pre-proposal meeting will be held on Wednesday, May 15, 2024 at 2:00 p.m. CST via Microsoft Teams. Please email pennie.leck@okc.gov of your intention to attend and to receive meeting information.</b>
Standard Disclaimer	<b>This site and system is hosted by Oklahoma City through BIDSYNC for use of The City of Oklahoma City and its trusts.</b> <b>Certain screens and flags may show the name and/or seal of The City; however, such references do not indicate or change the contracting entity.</b>
Bid Comments	<b>INTENT: The City of Oklahoma City is seeking proposals from firms experienced in electronic health records software and implementation for use by first responders and mobile integrated healthcare.</b>

#### **Item Response Form**

Item	<b>RFP 25503--01-01 - RFP25503: Electronic Health Records Software For Use By First Responders</b>
Lot Description	<b>RFP25503</b>

Quantity                **1 each**

Prices are not requested for this item.

Delivery Location    **City of Oklahoma City and its Trusts**

See Bid Packet for Location(s)

N/A

Oklahoma City OK 73102

**Qty 1**

**Description**

Please attach detailed proposal including pricing offered and any related documents. Do not submit ZIP files.

## GENERAL INSTRUCTIONS AND REQUIREMENTS FOR PROPOSERS

THESE INSTRUCTIONS, REQUIREMENTS AND ANY SPECIAL INSTRUCTIONS CONTAINED IN THE REQUEST FOR PROPOSAL (RFP) DOCUMENT ARE A PART OF THE TERMS AND CONDITIONS OF THE PROPOSER'S PROPOSAL. ANY EXCEPTIONS TO THESE INSTRUCTIONS, REQUIREMENTS OR THE RFP PACKET, MUST BE SPECIFIED AND SUBMITTED WITH THE PROPOSER'S PROPOSAL. A PROPOSER MAY ALSO SUBMIT EXCEPTIONS BY UPLOADING A SEPARATE DOCUMENT LABELED "EXCEPTIONS" INTO THE BIDSYSNOC SYSTEM. FAILURE TO INDICATE ANY EXCEPTIONS WILL BE REGARDED AS FULL ACCEPTANCE OF THE REQUIREMENTS, INSTRUCTIONS, AND RFP PACKET AND ANY OTHER PROPOSAL DOCUMENTS RELATED TO THIS RFP.

- 1. EXAMINATION BY PROPOSERS:** All Proposers must examine the specifications, drawings, schedules, special instructions and these general instructions and requirements prior to electronically submitting any proposal. Failure to examine is at the Proposer's own risk as the Proposer will be held to the terms, conditions and requirements therein.
- 2. SUBMISSION OF PROPOSALS ELECTRONICALLY TO THE CITY CLERK/SECRETARY:** Proposals timely received electronically through BidSync in the City Clerk's Office shall be forwarded to the Requesting Department for the Selection Committee to open and review. The BidSync system does not allow proposals to be submitted after the deadline. There will be no exceptions to this policy.
- 3. DESCRIPTIVE TERMS:** Unless the term "no substitute" is used, the use of brand name, manufacturer, make, or catalog designation in describing an item does not restrict Proposers to that particular brand name, etc. The term is simply to indicate the type, character, quality and/or performance equivalence of the item desired. However, the proposed substitution item must be of such character, quality and/or performance equivalence as that indicated in the specifications. A proposed substitute item must include complete data as to the manufacturer's name, type, model number, any descriptive bulletins and specifications. This data can be uploaded electronically through the electronic bidding system.
- 4. EXCEPTIONS:** Any exceptions to these instructions, requirements or the RFP packet, must be specified and submitted with the Proposer's Proposal. A Proposer may submit exceptions by uploading a separate document labeled "Exceptions" into the BidSync system. Failure to indicate any exceptions will be regarded as full acceptance of the requirements, instructions and RFP packet and any other proposal documents related to this RFP.
- 5. EXEMPTIONS FROM CERTAIN TAXES:** The purchase of certain goods or services by the Contracting Entity is exempt from the payment of excise, transportation, use, and sales tax imposed by the federal, state and/or city governments. Such taxes must not be included in the bid prices. Any taxes that are not exempt must be included in the proposed price. No additional payment or compensation will be made for taxes.
- 6. PERFORMANCE BONDS:** If required by the RFP document, the successful Proposer must post a performance bond, a certified check, or a cashier's check in the amount required prior to approval of Agreement/Contract.
- 7. PATENTS:** The Proposer agrees to indemnify and save harmless the Contracting Entity, including any of Contracting Entity's employees from all suits and actions of every nature and description brought against the Proposer because of, or for the use of, patented or licensed appliances, products, or processes. The Proposer shall pay all royalties and charges which are legal, and equitable evidence of such payment or satisfaction shall be submitted upon request of the Contracting Entity, as a necessary requirement in connection with the final execution of any Agreement/Contract in which patented or licensed appliances, products, or processes are to be used.
- 8. TERMINATION:**
  - (a) The performance of services and/or the delivery of items under any Agreement/Contract may be terminated by the Contracting Entity, in whole or in part, whenever it is determined to be in the best interest of the Contracting Entity.

- (b) Any such termination will be effected by delivery to the Proposer of a termination notice specifying the extent to which performance or services and/or delivery of work product or system is terminated, and the date the termination becomes effective.
- (c) After receipt of a termination notice, the Proposer shall stop performance of services and/or accept no further orders under the Agreement/Contract.

**9. COMPLIANCE WITH APPLICABLE LAWS:** All Proposers must comply with all applicable federal, state or local laws and regulations, including Title VI and all provisions of the Civil Rights Act of 1964 42 U.S.C. §§ 2000d, *et seq.*

**10. SELF-INSURED:** The Contracting Entity is self-insured for its own negligence. The liability of the Contracting Entity for acts of negligence are limited and subject to the Governmental Tort Claims Act, 51 O.S. §§ 151, *et seq.*

**11. RIGHT TO AUDIT:** The Contracting Entity shall at all times have the right to examine books, papers and records of the successful Proposer relative to all aspects of the Proposer's proposal and the agreements/contracts awarded as a result of this RFP to assess and confirm proposal and Agreement/Contract compliance. Failure to provide the requested information may result in termination of the Agreement/Contract. This right to audit does not apply to Proposer's other contracts or records not affecting the proposal and Agreement/Contract.

**12. SAMPLE FORMS:** Sample forms are attached to this document. It is not necessary to submit forms with your electronic proposal. The forms will be completed prior to Agreement/Contract approval.

**13. PAYMENTS AND DISCOUNTS:**

- (a) Payment for goods and services as specified in the Agreement/Contract shall be processed promptly after completion of delivery and acceptance of items and after receipt from Proposer of properly prepared invoice(s) and/or notarized claim voucher(s), if applicable. Purchases may be made by certain City or Trust employees using a purchasing card. Employees of Contracting Entity are required, when possible, to use a purchasing card for purchases under the amount of \$5,000 for a single transaction. For single transactions over \$5,000, the Proposer may request payment be completed by issuance of a purchase order. Processing fees may not be added when a purchasing card is used. The price in the Proposal shall cover any fees a Proposer may incur.
- (b) Discounts for prompt payment will not be considered in proposal evaluations, unless otherwise specified. Discounts offered by the Proposer will be taken, however, if payment is made within the discount period.
- (c) Late charges cannot be assessed against Contracting Entity.

**14. CURRENCY:** The Proposer agrees that all proposals are to be submitted in U.S. dollars. Proposals submitted in any currency other than U.S. dollars may not be considered. The Proposer also agrees that all invoices shall be submitted in U.S. dollars and agrees to accept payment in U.S. dollars as full satisfaction of the invoiced amount unless otherwise agreed to in a negotiated contract.

### **Oklahoma Open Records Act and Confidential Information**

All materials submitted to the Contracting Entity pursuant to this Bid or Proposal potentially become subject to the mandates of the Oklahoma Open Records Act, 51 O.S. § 24A.1. *et seq.* The purpose of this Act is to ensure and facilitate the public's right of access to and review of government records so they may efficiently and intelligently exercise their inherent political power. Almost all "records," as that term is defined in the Act, may be disclosed to the public upon request. Except where specific state or federal statutes create a specific and express exemption or confidential privilege, persons who submit information to public bodies have no right to keep this information from public access nor have a reasonable expectation that this information will be kept from public access.

If you believe that any of the information you have submitted to the Contracting Entity pursuant to this Bid or Proposal is exempt or confidential under a specific state or federal statute, and therefore not subject to public access under the Oklahoma Open Records Act, you must comply with the following:

1. Place said documents/records in a separate electronic file attachment marked “Confidential”. DO NOT label your entire Bid or Proposal as “Confidential” – label only those portions of the Bid or Proposal that you feel are exempt or are made confidential by state or federal law as “Confidential”.
2. For each such document for which you are claiming an exemption or a confidential privilege, identify the federal and/or state law that creates said privilege, e.g., for trade secrets, see 21 O.S. § 1732 (Larceny of Trade Secrets) and the Uniform Trade Secrets Act, 78 O.S. § 85 et seq.

Should an Open Records request be presented to the Contracting Entity requesting information you have identified as “Confidential,” you will be responsible for defending your position in the District Court, if needed.

If you fail to identify any records submitted as part of your Bid or Proposal as “Confidential”, you are agreeing that said records are not exempt or confidential and are subject to public access.

Upon receipt of a request by a third party to review or copy records properly identified as “Confidential,” you will be notified of the request and thereby given an opportunity to immediately enforce and protect your rights by initiating an action in a court of competent jurisdiction. Should you fail to timely bring an action to enforce your rights, then the requested records will be released by the Contracting Entity based upon its determination of the application of the Oklahoma Open Records Act.

**This form is a sample only and should not be submitted with proposal. Forms will be completed prior to agreement approval.**

**NON-DISCRIMINATION STATEMENT**

The Proposer agrees, in connection with the performance of work under this Agreement/Contract:

a. That the Proposer will not discriminate against any employee or applicant for employment, because of race, creed, color, sex, age, national origin, ancestry or disability. The Proposer shall take affirmative action to insure that employees are treated without regard to their race, creed, color, age, national origin, sex, ancestry or disability. Such actions shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Proposer agrees to post, in a conspicuous place available to employees and applicants for employment, notices to be provided by the City Clerk/Secretary of the Contracting Entity setting forth the provisions of this section, and;

b. That the Proposer agrees to include this non-discrimination clause in any subcontracts connected with the performance of this Agreement/Contract.

c. In the event of the Proposer's non-compliance with the above non-discrimination clause, this Agreement/Contract may be canceled or terminated by the Contracting Entity. The Proposer may be declared by the Contracting Entity ineligible for further Agreement[s]/Contract[s] with the Contracting Entity until satisfactory proof of intent to comply is made by the Proposer.

**THIS FORM MUST BE COMPLETED BY THE PROPOSER PRIOR TO  
AGREEMENT/CONTRACT AWARD**

~~Sign Here~~ X

Signature of Individual

Title

Printed Name of Individual

Company Name and Address

Zip Code

Telephone Number and Fax Number if any

**This form is a sample only and should not be submitted with proposal. Forms will be completed prior to agreement approval.**

### NON-COLLUSION AFFIDAVIT

The undersigned, of lawful age, being duly sworn, upon oath, deposes and says: That the undersigned has the lawful authority to execute the within and foregoing proposal/bid for, and on behalf of, the Proposer/Bidder; that the Proposer/Bidder has not, directly or indirectly, entered into any agreement, express or implied, with any Proposer/Bidder, having for its object the controlling of the price or amount of such proposal/bid, the limiting of the proposals/bids or the Proposers/Bidders, the parceling or farming out to any Proposer/Bidder or other persons, of any part of the Agreement or any part of the subject matter of the proposal/bid, or of the profits thereof, and that Proposer/Bidder has not and will not divulge the sealed proposal/bid to any person whomsoever, except those having a partnership or other financial interest with the Proposer/Bidder in the said proposal/bid, until after the said sealed proposals/bids are opened.

The undersigned further states that the Proposer/Bidder has not been a party to any collusion: among Proposer/Bidders in restraint of freedom of competition, by any agreement to bid at a fixed price or to refrain from proposing; or with any City/Trust official, City/Trust employee or City/Trust agent as to the quantity, quality, or price in the prospective Agreement, or any other terms of the said prospective Agreement; or in any discussions between the Proposers/Bidders or City/Trust official, City/Trust employee or City/Trust agent concerning the exchange of money or other thing of value for special consideration in the letting of Agreement. The Proposer/Bidder states that it has not paid, given or donated or agreed to pay, give or donate to any City/Trust official, officer or employee of the City or awarding agency, any money or other thing of value, either directly or indirectly, in the procuring of the award of Agreement pursuant to this Proposal/Bid.

Witness the hands of the parties hereto:

**The undersigned states that the Proposer/Bidder will be bound by its proposal/bid, the specification, the terms and conditions of the Agreement, and the Requirements for Proposer/Bidders.**

**→ THIS FORM TO BE COMPLETED BY THE PROPOSER/BIDDER PRIOR TO AGREEMENT APPROVAL ←**

Type Name of Authorized Agent/Representative \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Address \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone Number and Fax Number, if any \_\_\_\_\_

**TO BE COMPLETED BY THE NOTARY:**

State of \* \_\_\_\_\_ )  
County of \* \_\_\_\_\_ ) SS.  
[\*State and County where notarized must be written in for bid/proposal to be considered.]

Signed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_ by \_\_\_\_\_  
[Day] [Month] [Year] [Print the name of the agent/representative who signed above.]

My Commission Number: \_\_\_\_\_  
[Oklahoma]

Type Name of Notary Public \_\_\_\_\_

My Commission Expires: \_\_\_\_\_  
[Date/Year]

Signature of Notary Public \_\_\_\_\_  
[49 Okla. Stat. 2011 §119]

September 2020



This form is a sample only and should not be submitted with proposal. Forms will be completed prior to agreement approval.

Updated 2019



**The City of  
OKLAHOMA CITY**

(Internal use only)  
PeopleSoft Vendor ID: \_\_\_\_\_ Entered by: \_\_\_\_\_  
Helpdesk Ticket #: \_\_\_\_\_ Date: \_\_\_\_\_

**VENDOR REGISTRATION FORM**

*Please print legibly or type this information. Form must be completed and signed by authorized individual.*

*If you are a single member LLC classified as a Disregarded Entity on your W-9, you MUST provide the owner's SSN or EIN, not the LLC's EIN (see IRS pub 3402).*

☐ **NEW DOMESTIC VENDOR** - Attach the most current IRS W-9 form, along with this form; both MUST be filled out in their entirety.

☐ **NEW FOREIGN ENTITY** - Attach the most current, appropriate, IRS W-8 form, along with this form; both MUST be filled out in their entirety.

Please provide the City Department or Employee you are working with:

\_\_\_\_\_ City Department

\_\_\_\_\_ City Employee

☐ **UPDATE EXISTING VENDOR** - Attach the most current IRS W-9/W-8 form, along with this form; both MUST be filled out in their entirety.

**Select all types of applicable update(s):**

☐ Address

☐ Name

☐ Tax ID

☐ Contact Information

☐ ACH/EFT

☐ Other: \_\_\_\_\_

How did you hear about us? \_\_\_\_\_

**SDBE Program: Please select all applicable vendor characteristics:**

☐ Disadvantaged Business Enterprise  
☐ Small Business - as defined by the U.S. Small Business Administration  
☐ Women-Owned Business - % women owned / controlled \_\_\_\_\_ %  
☐ Minority-Owned Business - % Minority owned / controlled \_\_\_\_\_ %  
Ethnicity(ies): \_\_\_\_\_

☐ DUNS Number - \_\_\_\_\_

If you checked any of the above boxes, please provide a brief description of your business: \_\_\_\_\_

If you checked any of the above boxes, do you wish to receive notifications of upcoming contract opportunities? ☐

Do you wish to receive payments by electronic funds transfer? ☐

Check here if same as PO address ☐

**PURCHASE ORDER ADDRESS**

BUSINESS NAME \_\_\_\_\_

ADDRESS 1 \_\_\_\_\_

ADDRESS 2 \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

**PAYMENT REMITTANCE ADDRESS**

BUSINESS NAME \_\_\_\_\_

ADDRESS 1 \_\_\_\_\_

ADDRESS 2 \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

Any vendor who accepts payment confirms the following: the invoice is true and correct; the work, service or materials as shown by the invoice or claim have been completed or supplied in accordance with the plans, specifications, orders or requests furnished the vendor; and the vendor has made no payment, directly or indirectly, to any elected official, officer or employee of this City, of money or any other thing of value to obtain payment See [62 O.S. § 310.9](#).

I certify that the information supplied herein is correct and that neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer is now debarred or otherwise declared ineligible by a public agency for bidding or furnishing materials, supplies or services, to any other public agency thereof. NOTE: Article IV, Section 11 of the City Charter prohibits employees of the City from having a proprietary interest in City Contracts See [11 O.S. § 8-11](#).

**Return to Procurement Services:**  
[vendorregistration@okc.gov](mailto:vendorregistration@okc.gov)  
100 N. Walker, Suite #200  
Oklahoma City, OK 73102  
(405) 297-2741 Fax (405) 297-2142

Signature of Person Authorized to Sign \_\_\_\_\_

Date Signed \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

(Published in *The Journal Record* on May 8, 2024)

## NOTICE TO PROPOSERS

Notice is hereby given that The City of Oklahoma City (“Contracting Entity”) will receive electronic proposals at the **OFFICE OF THE CITY CLERK, 200 North Walker Avenue, Oklahoma City, Oklahoma 73102** until 4:00:00 p.m., on the 5th day of June, 2024, for the following:

**REQUEST FOR PROPOSALS (RFP25503) – Electronic Health Records Software For Use  
By First Responders**

A non-mandatory pre-proposal meeting will be held on **Wednesday, May 15, 2024 at 2:00 p.m. CST via Microsoft Teams. Please email [pennie.leck@okc.gov](mailto:pennie.leck@okc.gov) of your intention to attend and to receive meeting information.**

The Contracting Entity has partnered with Periscope (formerly BidSync) to accept proposals electronically. You are invited to submit a proposal electronically through the Periscope system to supply the professional services, products, and/or systems specified in the electronic proposal packet. The Contracting Entity does not provide access to a computer to prepare electronic proposals or electronic proposal submission. Proposers must register with Periscope at <https://prod.bidsync.com/the-city-of-oklahoma-city> in order to submit an electronic proposal. The Contracting Entity recommends potential Proposers register and become familiar with the Periscope electronic proposal process in advance of submitting a proposal. There is no charge to the Proposer for registering or submitting an electronic proposal to the Contracting Entity through Periscope. Instructions on how to get registered to propose through Periscope can be found on The City of Oklahoma City’s website at <https://www.okc.gov/departments/bidding>.

A copy of the Guidelines and Procedures for Professional Consultant Selection may be downloaded at the following website: <https://www.okc.gov/departments/finance/policies>. Proposals shall be made in accordance with this Notice to Proposers, General Instructions and Requirements for Proposers, Oklahoma Open Records Act and Confidential Information, the RFP proposal packet, and any other documents which are included in the complete electronic proposal packet. A sample Non-Discrimination Statement, Non-Collusion Affidavit, and Vendor Registration form are attached for the Proposer’s reference and will be completed prior to contract approval. By submitting a proposal, the Proposer certifies that the Proposer, and any proposed subcontractors, are in compliance with 25 O.S. § 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. § 1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).

The Contracting Entity reserves the right to waive formalities, irregularities, and defects in any or all proposals, except as otherwise required by law. The Contracting Entity reserves the right: to reject any or all proposals; to reject a portion of any or all proposals; to negotiate and execute or to not negotiate or execute an Agreement with any Proposer; and to solicit new or different proposals. The Contracting Entity reserves the right to negotiate and/or contract with one or more Proposers for all or a portion of any proposal or proposed professional services, products and/or systems.

Proposals timely received electronically through Periscope in the City Clerk's Office shall be forwarded to the Requesting Department for the Selection Committee to open and review. The Periscope system does not allow proposals to be submitted after the above stated date and time. There will be no exceptions to this policy.



**The City of  
OKLAHOMA CITY  
and its Trusts**

**ELECTRONIC REQUEST FOR PROPOSAL PACKET  
ELECTRONIC HEALTH RECORDS SOFTWARE FOR USE BY FIRST RESPONDERS  
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## **ELECTRONIC HEALTH RECORDS SOFTWARE FOR USE BY FIRST RESPONDERS INSTRUCTIONS TO PROPOSERS**

**INTENT:** The City of Oklahoma City is seeking proposals from firms experienced in electronic health records software and implementation for use by first responders and mobile integrated healthcare.

**SCOPE OF AGREEMENT/CONTRACT:** The Proposer shall furnish and supply the below listed item(s) in accordance with the terms, conditions and provisions set forth herein. The Contracting Entity reserves the right to award this Agreement/Contract to a single Proposer or to multiple Proposers, whichever is deemed to be in best interest of the Contracting Entity.

**CONTRACTING ENTITY:** The term "Contracting Entity" as used throughout this Agreement/Contract shall mean The City of Oklahoma City and any participating Public Trust which chooses to avail itself of the services from the resultant Agreement/Contract. Should a participating Public Trust, of which The City of Oklahoma City is Beneficiary, choose to avail itself of services from the resultant Agreement(s)/Contract(s), the Proposer(s) will honor the terms and conditions, including price, of the Agreement(s)/Contract(s).

**PROPOSER:** Upon award of this Agreement/Contract, the term "Proposer" or "Consultant/Service Provider" shall mean the contracting party supplying the goods and/or services.

**AGREEMENT/CONTRACT PERIOD:** The Agreement/Contract shall be for one year with the option to renew for four additional one-year periods. The Agreement/Contract shall be in effect commencing on the date approved by the Contracting Entity.

### **AGREEMENT/CONTRACT RENEWAL OPTION:**

1. This Agreement/Contract is renewable for four additional one-year periods at the option of the Contracting Entity. Should the Contracting Entity desire to renew the Agreement/Contract, a written preliminary notice will be furnished to the Proposer prior to the expiration date of the Agreement/Contract. (Such preliminary notice will not be deemed to commit the Contracting Entity to renew.)
2. Upon receipt of the Contracting Entity's preliminary notice, the Proposer shall, if desired, submit a written agreement to continue Agreement/Contract performance for an additional one-year period.
3. Should the Contracting Entity exercise this option for renewal, the Agreement/Contract as renewed shall be deemed to include this option provision except that the total duration of this Agreement/Contract, including any renewals, shall not exceed five years without approval of the Contracting Entity.
4. In all cases Agreement/Contract renewals shall be approved by the Contracting Entity, and sufficient appropriations shall have been made for the particular fiscal year for which the renewal is sought.

**DELIVERY:** Proposers shall specify their proposed delivery times for the requested goods and services in the Line-Item pricing area in the electronic bidding system or in their proposal response. If a deadline is specified and no alternative is proposed, the Proposer will have agreed to meet the stated deadline.

**INSPECTION AND ACCEPTANCE AT DESTINATION:**

1. Final inspection and acceptance shall be at destination. Acceptance will occur after the goods or results of the services have been inspected and when determined by designated competent staff to have met the proposal specifications. Delivery does not constitute acceptance.
2. Although source inspection by the Contracting Entity is not anticipated under this agreement/contract, the provisions of this article shall in no way be construed to limit the rights of the Contracting Entity to otherwise conduct source inspections when it deems to be appropriate.

**F.O.B. DESTINATION:**

1. The Proposer shall deliver each item F.O.B. Destination, Oklahoma City, Oklahoma, and to any and all points designated in the proposal specifications.
2. Inside delivery is required unless specifically and expressly stated in the specifications.

**COMMERCIAL PACKAGING:** Preservation, packaging, packing, and marking will be in accordance with Proposer's best commercial practice to provide adequate protection against shipping damage. Proposer is required to replace any goods damaged in shipping or delivery.

**ESTIMATED ANNUAL REQUIREMENTS (NO GUARANTEE):**

1. The quantity of any item, good, or service when shown in the price schedule as an estimate of an annual requirement is merely an estimate based on currently available information. The purchase of any such item or quantity of good or service is not guaranteed. Any offer conditioned upon a promise by the Contracting Entity to purchase a minimum or definite quantity of such an item will be rejected.
2. The Proposer agrees to furnish all quantities ordered by the Contracting Entity during the Agreement/Contract period.
3. The Contracting Entity agrees to place orders with the Proposer for all its requirements for those items shown in the price schedule, as awarded, except as follows:
  - a. Quantities of items needed under conditions of emergency or public exigency as approved by the Purchasing Agent.
  - b. Quantities of items obtainable from State contracts, as approved by the Purchasing Agent.

- c. Quantities of items where federal funds are involved and other action is warranted for federal regulatory compliance purposes.
  - d. Quantities of items awarded under specific and separate agreements/contracts.
  - e. Quantities of items which otherwise are determined to be outside the general scope and intent of this Agreement/Contract.
4. If requirements for any awarded items do not materialize for the quantity estimated in the applicable price schedule, such failure shall not constitute grounds for equitable adjustment or additional compensation.
  5. There is no obligation to purchase any items from this Agreement/Contract, and purchases made in future fiscal years or other contract periods are subject to future appropriations and availability of funds.
  6. The Contracting Entity may request vendors provide quantity discounts when making larger purchases. Quantity discounts will be requested from all proposers when multiple agreements/contracts are awarded.

**ORDER OF PRECEDENCE:** In the event of an inconsistency between provisions of this Agreement/Contract, the inconsistency shall be resolved by giving precedence in the following order: (i) Agreement/Contract articles, (ii) RFP Specifications, (iii) Notice to Proposers, (iv) General Instructions and Requirements for Proposers, (v) other requirements provided by the Contracting Entity in the RFP packet, then (vi) attachments, notes and exceptions by Proposer.

**PAYMENT METHODS:** The ordering departments will utilize purchase order numbers or purchasing cards for ordering the goods and services they require as the need arises during the agreement/contract period.

The Contracting Entity shall not be held liable for any damages sustained by any Proposer for delivery of goods or services awarded by Agreement/Contract unless accompanied by an authorized purchase order or purchasing card reference name and number. Delivery of goods or services to any department of Contracting Entity without a purchase order document, purchase order number or purchasing card reference name and number given at the time the order is placed shall constitute an unauthorized purchase.

**PAYMENT/INVOICE:**

1. Payments will be processed promptly after completion of delivery of ordered items and after receipt of properly prepared invoices.
2. **FOR ORDERS PLACED BY PURCHASE ORDER:** The original invoice must be mailed directly to The City of Oklahoma City, Accounts Payable, 100 N. Walker Avenue, Suite 200, Oklahoma City, Oklahoma 73102, or invoices may be e-mailed to [accountspayable@okc.gov](mailto:accountspayable@okc.gov). If invoices are e-mailed, a paper copy should not be mailed. This information is printed on the front of each purchase order. Copies of invoices may be sent to other addresses upon request. However, if the original invoice is sent to any other address, payment will be delayed, or may not be processed at all. Should another

trust or government entity be using this contract they may request a different invoice address.

**FOR ORDERS PLACED BY PURCHASING CARD:** Do not send invoices, statements etc. to Accounts Payable for purchasing card orders. Please send all purchasing card documents directly to the cardholder. Cardholders are required to submit itemized transaction details such as invoice/delivery tickets with their monthly purchasing card statement. This is a vital part of the monthly reconciliation process. Your cooperation is appreciated. City and/or Trust employees are required, when possible, to use a purchasing card for purchases under the amount of \$5,000 for a single transaction. For single transactions over \$5,000, the bidder may request payment be completed by issuance of a purchase order. Processing fees may not be added when a purchasing card is used. The bid price is expected to cover any fees a bidder may incur.

3. Invoices must contain the following information:
  - a. Proposer's name and address
  - b. Ship to address (department name)
  - c. Purchase order number - **MUST BE INDICATED ON THE INVOICE**
  - d. Itemization of each item purchased to include:
    - (1) description/stock number
    - (2) unit price
    - (3) quantity
    - (4) unit of issue (each, box, dozen, pound, etc.)
    - (5) total price
  - e. Total amount of invoice
  - f. Date of delivery
4. Invoices should not reflect any outstanding backorders.

**WARRANTY:**

1. The Proposer warrants that at the time of delivery, all items furnished under this Agreement/Contract will be free from defects in material or workmanship and will conform to the specifications and all other requirements of this Agreement/Contract. All Proposers will furnish with their proposal, one copy of their warranty applicable to the supplies or equipment to be furnished.
2. As to any item which does not conform to this warranty, the Proposer agrees that the Contracting Entity shall have the right to:
  - a. Reject and return each nonconforming item to the Proposer for correction or replacement at the Proposer's expense; or
  - b. Require an equitable adjustment in the Agreement/Contract price.
3. This warranty shall be in addition to any other rights of the Contracting Entity.
4. All equipment warranties shall start on the date of installation and will be for the full term of said warranty.

**GENERAL PROVISIONS:** The following documents are attached or by this reference incorporated as a part of this Agreement/Contract:

- a. Agreement/Contract
- b. Proposer's Proposal
- c. General Requirements and Instruction for Proposers
- d. Oklahoma Open Records Act and Confidential Information
- e. Non-Discrimination Statement
- f. Non-Collusion Affidavit

**SAFETY DATA SHEETS:** Any Proposer supplying goods or materials to The City of Oklahoma City or a related Trust that require a Safety Data Sheet (SDS) will furnish the required sheet or a composite concentration list in one of the following manners:

- a. Submitted as part of the proposal document
- b. Submitted prior to agreement/contract award
- c. Submitted with the product invoice
- d. Submitted at the request of The City or Trust

In all instances, the Proposer shall furnish the safety data sheets with the products at delivery, and shall comply with all local, state, and federal laws providing for identification of materials transported to or from The City or related Trust. The appropriate proposal number, agreement/contract number, delivery ticket number, or invoice number shall be clearly marked on the safety data sheet or the composite concentration lists. Information regarding Safety Data Sheets can be found on-line at <https://www.osha.gov/Publications/OSHA3514.html>. Any question regarding this requirement should be directed to the following address:

Oklahoma City Risk Management Division  
420 W. Main Street, Suite 630  
Oklahoma City, Oklahoma 73102  
(405) 297-3891

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## **PROPOSAL SPECIFICATIONS**

### **Other Provisions**

**ADDENDA:** It is the Proposer's responsibility to log into the electronic bidding system to monitor any addenda that may be issued during the process. A Proposer's proposal will not be accepted if all addenda have not been acknowledged by the Proposer through the electronic bidding system. If you are set up for electronic notifications through the electronic bidding system, you should receive a notification by e-mail when addenda are issued.

**INSURANCE REQUIREMENTS:** Prior to approval of this contract, the CONSULTANT/SERVICE PROVIDER shall obtain insurance coverage as provided below. The CONSULTANT/SERVICE PROVIDER must provide, pay for, and maintain the types of insurance policies provided herein, in amounts of coverage not less than those set forth below. Certified, true, and exact copies of all insurance policies required, and endorsement pages shall be provided to the Contracting Entity on a timely basis if requested by Contracting Entity's staff.

All insurance must be from responsible insurance companies which are authorized to do business in the state of Oklahoma and are acceptable to the Contracting Entity. The required insurance coverage and policies shall be performable in Oklahoma City, Oklahoma, and shall be construed in accordance with the laws of Oklahoma.

Nothing in this Section shall define or limit the rights of any party to this contract under any other provision of this contract, including but not limited to any indemnification provision.

- A. Additional Insureds: All liability policies (except professional liability and worker's compensation and employer's liability policies) shall provide that the Contracting Entity, including The City of Oklahoma City and its participating public trusts to this Contract/Agreement whether named herein or by reference only, be named as additional insured without reservation or restriction. The Contracting Entity shall be named as loss payees on the CONSULTANT/SERVICE PROVIDER's valuable papers insurance policy for this Project.

All insurance coverage of the CONSULTANT/SERVICE PROVIDER shall be primary and non-contributory to any insurance or self-insurance program carried by the Contracting Entity.

All insurance policies shall include a severability of interest provision wherein claims involving any insured hereunder, except with respect to limits of insurance, interests shall be deemed separate from any and all other interest herein, and coverage shall apply as though each such interest was separately insured.

- B. Deductibles: All policies must be fully insured with any single policy deductible not exceeding \$25,000. All deductibles must be declared on the certificate of insurance. If no deductible is declared, the CONSULTANT/SERVICE PROVIDER is stating a deductible does not exist and thus a deductible is not approved or accepted. If the CONSULTANT/SERVICE PROVIDER's deductible is different than declared, then the Contracting Entity will hold an equal amount from pay claims until corrected.

Self-insured retentions will not be accepted unless accompanied by a bond (financial guarantee bond) or irrevocable letter of credit guaranteeing payment of the losses, related investigations, claim administration and defense expenses not otherwise covered by the CONSULTANT/SERVICE PROVIDER's self-insured retention.

- C. Policy Limits: The insurance coverage and limits required of the CONSULTANT/SERVICE PROVIDER under this contract are designed to meet the minimum requirements of the Contracting Entity. Such coverage and limits are not designed as a recommended insurance program for the CONSULTANT/SERVICE PROVIDER. The CONSULTANT/SERVICE PROVIDER alone shall be responsible for the sufficiency of its own insurance program. Should the CONSULTANT/SERVICE PROVIDER have any question concerning its exposures to loss under this contract or the possible insurance coverage needed therefore, the CONSULTANT/SERVICE PROVIDER should seek professional assistance.

All policies shall be in the form of an "occurrence" insurance coverage or policy. If any insurance is written in a "claims-made" form, the CONSULTANT/SERVICE PROVIDER shall also provide tail coverage that extends a minimum of two years from the expiration of this contract.

The minimum aggregate limits of such insurance policies and continuing coverage shall be:

- (1) Worker's Compensation and Employer's Liability Insurance. The CONSULTANT/SERVICE PROVIDER shall provide and maintain, during the term of the contract, worker's compensation insurance as prescribed by the laws of the state of Oklahoma and employer's liability Insurance in an amount not less than One Hundred Thousand Dollars (\$100,000.00) each for all its employees employed at the site of the Project, and in case any work is subcontracted, the CONSULTANT/SERVICE PROVIDER shall require the subcontractor similarly to provide worker's compensation and employer's liability insurance for all the subcontractor's employees, unless such employees are covered by the protection afforded by the CONSULTANT/SERVICE PROVIDER. In the event any class of employees engaged in work performed under the contract or at the site of the Project is not protected under such insurance heretofore mentioned, the CONSULTANT/SERVICE PROVIDER shall provide and shall cause each subcontractor to provide adequate insurance for the protection of the employees not otherwise protected. If the CONSULTANT/SERVICE PROVIDER is exempt under the laws of the state of Oklahoma from the requirement to obtain and maintain worker's compensation insurance, then the CONSULTANT/SERVICE PROVIDER must provide the Contracting Entity a copy of its Affidavit of Exempt Status from the Oklahoma Insurance Department.
- (2) Commercial General Liability Insurance. The CONSULTANT/SERVICE PROVIDER shall provide and maintain commercial general liability insurance coverage sufficient to meet the maximum cumulative liability of all parties to this contract, including the City and any public trust

participating in the Project, under the Governmental Tort Claims Act, 51 O.S. § 151 *et seq.*, (GTCA) and any amendment or addition thereto, as provided herein.

Property damage liability in an amount not less than Two Hundred Thousand Dollars (\$200,000.00) per claimant for loss, damage to or destruction of property, including but not limited to consequential damages arising out of a single act, accident, or occurrence.

All other liability in an amount not less than One Hundred Seventy-Five Thousand Dollars (\$175,000.00) per claimant for claims including death, personal injury, and all other claims arising out of a single act, accident, or occurrence.

Single occurrence or accident liability in an amount not less than One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single act, accident, or occurrence.

- (3) Automobile Liability Insurance. The CONSULTANT/SERVICE PROVIDER shall provide and maintain comprehensive automobile liability insurance coverage as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles sufficient to meet the maximum cumulative liability of all parties to this contract, including the City and any public trust participating in the Project, under the Governmental Tort Claims Act, 51 O.S. § 151 *et seq.*, (GTCA) and any amendment or addition thereto, unless otherwise specifically and expressly provided herein.

Property damage liability in an amount not less than Two Hundred Thousand Dollars (\$200,000.00) per claimant for loss, damage to or destruction of property, including but not limited to consequential damages arising out of a single accident or occurrence.

All other liability in an amount not less than One Hundred Seventy-Five Thousand Dollars (\$175,000.00) per claimant for claims including death, personal injury, and all other claims arising out of a single accident or occurrence.

Single occurrence or accident liability in an amount not less than One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single accident or occurrence.

- D. Certificates: The insurance coverage and limits required herein must be evidenced by properly executed certificates of insurance on forms approved by the Oklahoma Insurance Commissioner. Copies of these certificates have been provided to the Purchasing Agent or her/his designee prior to execution of this contract and are attached hereto. The certificate(s) must be signed by the authorized representative of the

insurance company(s) shown in the certificate(s). The CONSULTANT/SERVICE PROVIDER must attach a copy of the power of attorney evidencing the authority of the authorized representative to execute the certificate of insurance. The certificate must include the Project or Contract number and Project or Contract description or name. The policy description shall state the following: "Additional insured(s) on the listed policies are those required in the contract."

- E. Cancellation. There may be no termination, non-renewal, reduction in coverage, or modification of such insurance coverage.

The CONSULTANT/SERVICE PROVIDER authorizes the Contracting Entity to confirm all information so furnished as to the CONSULTANT/SERVICE PROVIDER's compliance with its bonds and insurance requirements with the CONSULTANT/SERVICE PROVIDER's insurance agents, brokers, surety, and insurance carriers. The lapse of any insurance policy or coverage required by this contract is a breach of this contract for which the CONSULTANT/SERVICE PROVIDER shall repay and reimburse all payment made under the contract and such other damages, losses, and costs incurred by the Contracting Entity. The Contracting Entity may at its option suspend this contract until there is full compliance with this paragraph, and/or may suspend payment under this contract, and/or may cancel or terminate this contract and seek damages for the breach of this contract. The remedies in this paragraph shall not be deemed to waive or release any remedy available to the Contracting Entity. The Contracting Entity expressly reserves the right to pursue and enforce any other cause or remedy in equity or at law.

In the event of a reduction in any aggregate limit, the CONSULTANT/SERVICE PROVIDER shall immediately notify the Contracting Entity and shall make reasonable efforts to have the full amount of the limits appearing on the certificate reinstated. If at any time the Contracting Entity requests a written statement from the insurance company(s) as to any impairments to or reduction of the aggregate limit, the CONSULTANT/SERVICE PROVIDER hereby agrees to promptly authorize and have delivered to the Contracting Entity such statement.

- F. Duration of Coverage. All insurance coverage required under this contract shall be maintained in full force and effect until completion and formal acceptance of the Project by the Contracting Entity. For CONSULTANT/SERVICE PROVIDERS providing claims-made insurance coverage, such coverage must be maintained in full force and effect for a period of two (2) years after the final, formal acceptance of this Project by the Contracting Entity.

The requirements of the insurance provisions listed above shall survive the completion, expiration, cancellation, or termination of this contract.

**CYBER INSURANCE:** Coverage of not less than \$1,000,000 each claim and annual aggregate providing coverage for damages and claims expenses, including notification expenses, arising from:

- A. Breach of network security.

- B. Alteration, corruption destruction, or deletion of information stored or processed on a computer system.
- C. Invasion of privacy, including identity theft and unauthorized transmission or publication of personal information.
- D. Unauthorized access and use of computer systems, including hackers.
- E. The transmission of malicious code.
- F. Website content, including claims of libel, slander, trade libel, defamation, infringement of copyright, trademark and trade dress and invasion of privacy.

**COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS:** The Proposer covenants and agrees that he and his agents and employees will comply with all municipal, state, and federal laws, rules, and regulations applicable to the business to be conducted under this agreement, and that he shall obtain all necessary permits, pay all license fees and taxes to comply therewith.

**POLICE DEPARTMENT AND MUNICIPAL COURTS BACKGROUND CHECKS:** This pricing agreement/contract may be used by the Oklahoma City Police Department and Municipal Courts. Federal CJIS Security Policy (Criminal Justice Information Systems) and OLETS Policy (Oklahoma Law Enforcement Telecommunications System) requires the Oklahoma City Police Department, the Oklahoma City Municipal Court and Municipal Counselor's Office to have their contractor/vendor employees and agents fingerprint and background checks to be conducted by the Oklahoma City Police Department through the AFIS Unit and to be run through the Police Department's Crime Information Unit for warrants and verification. Based on the results of the background check a decision will be made on whether the vendor/contractor employees can perform contract work for these Law Enforcement/Criminal Justice Departments by the OLETS LASO (Local Agency Security Officer) of the Oklahoma City Police Department or their designee. Once the vendor/contractor has been approved, they will be required to successfully complete the online CJIS Security Test. This process will be completed every five (5) years for each contractor/vendor employee. Bidders not willing to comply with this requirement should note this as an exception to the bid. This may be cause for rejection of a proposal depending upon the commodity.

**UNDUE INFLUENCE:** Upon advertising this solicitation, no officer, employee, agent, or representative of the Proposer shall have any contact or discussion, verbal or written, with any representative of the Contracting Entity (i.e. Trust Officer, City Council member, or City staff) either directly or indirectly through others in which the Proposer seeks to influence any representative of the Contracting Entity regarding any matters pertaining to this solicitation.

Contacts by the Proposer with the Contracting Entity that do not pertain to a solicitation are exempt from this provision. Examples of these exempt contacts are:

- Private, non-business, contacts with the Contracting Entity by the Proposer's employees acting in their personal capacity
- Business contacts outside of this solicitation that the Contracting Entity may have with the Proposer
- Presentations and/or responses to inquiries initiated by the Contracting Entity
- Pre-bid or pre-proposal conferences

- Discussions with The City Procurement Agent, buyer or departmental contact as outlined in the bid packet

If a representative of any Proposer submitting a proposal violates the foregoing prohibition by contacting any of these parties, such contact may result in the Proposer being disqualified from the procurement process.

**INDEMNITY:** Proposer agrees to hold harmless, defend and indemnify the Contracting Entity from all claims for damages alleged to arise from Proposer's acts and/or omissions.

Under Oklahoma law, the City, and the public trusts of which the City is a sole beneficiary are prohibited from indemnifying the Contracting Entity or any third party. See, e.g., 2012 OK AG 18, 2006 OK AG 11, 1978 OK AG 256, and the Oklahoma Governmental Tort Claims Act, 51 O.S. § 151 et seq., as amended. Accordingly, proposers should delete any requirement for indemnification by the City or its Trusts from any contracts proposed in response to this RFP. The City and its Trusts reserve the right to eliminate or exclude from consideration any proposer that requires such a clause.

**RIGHT TO REJECT:** The Contracting Entity reserves the right to reject any or all proposals or to award the Agreement/Contract to the next most qualified respondent if the successful respondent does not execute an Agreement/Contract within 30 days after award of the proposal.

**CLARIFICATION:** The Contracting Entity reserves the right to request clarification of information submitted and to request additional information from any or all the respondents.

**WITHDRAWAL OF PROPOSAL:** Any proposal may be withdrawn until the date and time set above for the opening of the proposals. Any proposal not so withdrawn shall constitute an irrevocable offer, for a period of 90 days, to provide the Contracting Entity the services set forth in the attached request for proposals, or until the proposals have been approved.

**APPROVAL OF INFORMATION RELEASE:** No reports, information, or data given to or prepared by the firm under the Agreement/Contract shall be made available to any individual or organization without prior written approval of the Contracting Entity.

**TERMINATION:** This agreement may be terminated at the discretion of either party upon 30 days' notice to the other party.

**INDEPENDENT CONTRACTOR:** Proposer is, and shall remain at all times, an independent contractor with respect to activities and conduct while engaged in the performance of services for the Contracting Entity under this Agreement/Contract.

**PROPOSAL GUIDELINES:** A copy of the City Guidelines and Procedures may be obtained from the City Clerk's Office, 200 N. Walker, 2<sup>nd</sup> Floor.

**ESCALATION/DE-ESCALATION:** The Proposer may request a price increase or decrease if the Proposer shows satisfactory proof to the Contracting Entity that a price change is justified and beyond the scope of the Proposer's control. It is understood that any percentage or discount offered to the Contracting Entity will remain firm for the duration of the Agreement/Contract.

However, within 10 days of any approved changes in the price list(s) bid, Proposer may furnish the Fire Department three copies of the new price list(s). New price list(s) will be considered effective the date shown on the price list(s), or 10 days from the date price list(s) are received in the Fire Department, whichever is later. The three copies of the changed price list/catalog may be mailed, e-mailed or hand delivered to:

Oklahoma City Fire Department  
Attn: Pennie Leck  
820 NW 5<sup>th</sup> Street  
Oklahoma City, OK 73106  
[pennie.leck@okc.gov](mailto:pennie.leck@okc.gov)

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## **PROPOSAL SPECIFICATIONS**

### **Technical Provisions**

#### **I. PROCESS:**

##### **A. PUBLISHED NOTICE: Journal Record, Wednesday, May 8, 2024.**

The City and its Trusts do not provide access to a computer to prepare electronic proposals or electronic proposal submission. Proposers must register with Periscope at <https://www.Periscope.com/the-city-of-oklahoma-city> to submit an electronic proposal. The City and its Trusts recommend potential proposers register and become familiar with the Periscope electronic proposal process in advance of submitting a proposal. There is no charge to the proposer for registering or submitting an electronic proposal to the Contracting Entity through Periscope. Instructions on how to get registered to propose through Periscope can be found on The City of Oklahoma City's website at <https://www.okc.gov/departments/bidding>.

##### **B. NON-MANDATORY PRE-PROPOSAL MEETING:**

A non-mandatory pre-proposal meeting will be held on **Wednesday, May 15, 2024 at 2:00 p.m. CST via Microsoft Teams. Please email [pennie.leck@okc.gov](mailto:pennie.leck@okc.gov) of your intention to attend and to receive meeting information.** The purpose of the meeting is to explain the request for proposal, answer any questions concerning the proposal, and to receive any requests for amendments to the RFP as suggested by interested proposers. The Contracting Entity makes no assurances that any such requested amendments will be incorporated into the RFP.

##### **C. ADDENDA:**

It is the Proposer's responsibility to log into the electronic bidding system to monitor any addenda that may be issued during the process. A Proposal will not be accepted if all addenda are not acknowledged through the system. If you are set up for electronic notifications through the system, you will receive a notification by e-mail if any addenda are issued. No other statements or representations will be binding on the Contracting Entity except those in this RFP and any written addenda issued by the Contracting Entity.

##### **D. SUBMISSION OF WRITTEN QUESTIONS AND REQUESTS FOR AMENDMENTS:**

There is no guarantee the Contracting Entity will agree or comply with a requested amendment. Proposers may submit technical questions regarding the RFP through the electronic bidding by **noon Friday, May 31, 2024**. Answers to all questions not already addressed in the RFP document will be provided in the form of addenda.

#### **II. INTENT:**

The City of Oklahoma City is seeking proposals from firms experienced in electronic health records software and implementation for use by first responders and mobile integrated healthcare.



### III. BACKGROUND:

**City of Oklahoma City:** The City of Oklahoma City covers 621 square miles consisting of urban and rural neighborhoods with more than 700,000 residents. The City of Oklahoma City has experienced significant growth in recent years and has automatic aid agreements with surrounding jurisdictions including the City of Moore, Norman, Mustang, Nichols Hills, Yukon, and Edmond.

As a part of growth and service delivery, the Oklahoma City Fire Department has created a new work section within the EMS Division called Mobile Integrated Health (MIH). The new work section's mission is to assist our high-risk community by helping them with their physical health, behavioral health, and environmental needs.

Mobile Integrated Health helps connect residents needing assistance with appropriate organizations and government services. MIH also provides services such as home assessments. Our Crisis Response Team (CRT) works alongside Police, Fire, and Emergency Management Services (EMS) to help citizens that have been identified as needing assistance with mental services such as crisis intervention, psychiatric evaluation, and opioid addictions. The MIH program will work with the patient's physicians and hospital personnel to assist the patient with evaluations, medications, and lab values to assist the patient in maintaining an improved level of health.

**Oklahoma City Fire Department:** The Oklahoma City Fire Department (OKCFD) has 38 fire stations throughout the City. The fire stations are divided into six districts with a District Chief supervising each district per shift. There are three shifts with a Shift Commander overseeing each shift. OKCFD has 1,111 employees of which 1,023 are uniformed and currently 253 are paramedics. The mission of the City of Oklahoma City Fire Department is to provide emergency response, fire prevention, and public education services to the Oklahoma City community so they can have their lives and property protected. The Oklahoma City Fire Department provides a wide range of fire and life safety services to the community, which includes:

- Fire suppression
- Wildland firefighting
- Emergency medical services
- Technical rescue
- Hazardous materials response (awareness and operations)
- Building, fire, and life safety inspections
- Community code compliance
- Fire investigation
- Fire prevention, public education, and community risk reduction
- Emergency management and disaster response
- Training and education

Recently, the City of Oklahoma City closely examined the manner in which our resources are allocated to provide the best possible fire, rescue, and emergency medical services. Emergency Medical Services Authority (EMSA) is the primary provider of emergency,

and non-emergency ambulance transport services. The Oklahoma City Fire Department will begin supplemental contract ambulance services with EMSA for purposes of ensuring the availability of ambulance services to respond to ambulance service within the City of Oklahoma City and surrounding jurisdictions. OKCFD's EMS Transport System will be a progressive Advanced Life Support (ALS) Emergency Medical System. Five ambulances have been acquired with the intent on operating four with one designated as a backup. OKCFD is in the process of hiring approximately 40 personnel for the EMS transport program assigning one EMS Shift Supervisor and two personnel per ambulance per shift with two shifts, 7:00 a.m. – 7:00 p.m. and 7:00 p.m. – 7:00 a.m. Program is expected to start May 2024.

- IV. GO-LIVE ACCEPTANCE/INSPECTION:** The Contractor shall have a fully operational Go-Live environment for the City's personnel to review and test no later than 30 days before the expected Go-Live date. Acceptance/Inspection of the Go-Live environment should not take more than five (5) working days. The City is not interested in untested, non-released versions of the Respondent's software.

The awarded respondent will be notified within the time frame if the services delivered are not in full compliance with the specifications. In the event the services are not performed to the satisfaction of the City the vendor shall agree to reperform services to specification at no additional cost to the City. If any agreement or purchase order is cancelled for non-acceptance, the needed services may be purchased elsewhere.

**V. SCOPE OF WORK:**

- A. SUMMARY:** The Mobile Integrated Health work section is seeking a SaaS solution to streamline patient intake, management, data, and reporting. The City anticipates needing approximately 30 licenses for end-users, 2,000 patient intakes, and 18,000 incidents/encounters per year.

- B. MANDATORY SOFTWARE REQUIREMENTS:** The software shall-

1. Be a fully cloud-based software as a service (SaaS) solution.
2. Be web based and compatible with Windows/MacOS/iOS/Android products.
3. Community Health Para Medicine/Mobile Integrated Health modules that will have a patient-based system not an encounter-based system for first responders who deal with patients that require medical/behavioral case management.
4. Have the ability to import and export files and information into Computer Aided Dispatch (CAD) system to multiple formats.
5. Have a behavioral health module that is customizable.
6. Have a medical health module that is customizable.
7. Be fully compliant with all Federal, State, and local laws and policies including HIPPA 42 CFR Part 2, Center for Medicaid Services (CMS), Drug Enforcement Agency (DEA), Criminal Justice Information Services (CJIS), Family Education Rights and Privacy Act (FERPA), and other applicable agencies.

8. Be user friendly, platform agnostic, easy to see on mobile devices, organized, easy to navigate and intuitive for the user.
9. Have customizable alerts for previous acts of violence against first responders, registered sex offenders, allergies, and other items of safety for first responders and patients and be able to send those alerts to CAD through the API.
10. Have customizable appointment reminders and follow ups.
11. Have the ability to flag items of concern.
12. Be a robust set of pre-built and customizable system reports that are integrated into the solution and do not require the City to use a third-party application to generate reports.
13. Allow export in .csv or .xlsx and PDF formats.
14. Reports for patients with duplicate entries.
15. Report on number of encounters with same patient within a specified period of time.
16. Have the ability to connect to Police, Fire, EMS Record Management Systems (RMS) to import data.
17. Have the ability to connect by way of an API to exchange information to and from Computer Aided Dispatch (CAD) and Police and Fire Departments Records Management Systems (RMS) to the extent allowable by applicable laws.

**C. PREFERRED SOFTWARE AND SERVICE REQUIREMENTS:** The City prefers-

1. Azure single sign-on capability.
2. Open Application Programming Interface (API).
3. Dashboard or API to create a dashboard.
4. Software that is patient-based.
5. The ability to track and provide current medication.
6. The ability to track patient reactions to treatments and medications.
7. The ability to pull demographic reports.
8. A separate billing module (optional).
9. Ad hoc reporting functions.
10. The ability to create customizable checklists.
11. The ability to have different access levels to same patient charts.
12. The ability to have different providers access to same patient charts.
13. Patient charts that are customizable.
14. The ability to upload pictures and documents to patient charts.
15. The ability to geocode or verify addresses.
16. The ability to schedule reports to send to printer, email, distribution lists, etc.
17. Be able to track City flex spending for medications, hygiene supplies, and other first responder required items.
18. Provide information on any asset management software you are able to integrate with.
19. Supervisory access to see what charts have been accessed by whom.
20. Ability to capture e-signatures within application.

**D. CONTRACTOR RESPONSIBILITIES:** The Contractor shall-

1. Provide 24-hour, 7 days a week access and use of the software solution.
2. Provide 24-hour, 7 days a week technical support for “emergency system down” situations.
3. Work with City staff to implement the proposed software.
4. Provide training and support.
5. Store data within the continental United States.
6. Understand that all City and patient information and records uploaded, created, used, modified, etc. into the software during the course of this contract is the property of the City of Oklahoma City and shall provide these records to the City in a format the City requests at the end of the contract term.
7. Provide appropriate cyber security insurance and agree to notify and provide an initial summary to the Contracting Entity’s Chief Information Security Officer (CISO) or designee within 24 hours of any breach and/or unattended access to Proposer systems or databases. Within 72 hours will provide a detailed summary of the incident to include remediation steps taken. In addition, agree to work with the CISO as needed if any of the Contracting Entity’s data was involved.
8. Have a recovery response plan.
9. Use best practices to backup data at least daily.

**E. CITY RESPONSIBILITIES:**

1. Provide network connectivity to the internet.
2. Assist with testing and implementation.
3. Provide systems to connect to the hosted environment.
4. Be available for City network connectivity troubleshooting.

**F. IMPLEMENTATION TIMELINE:**

Define in detail your understanding of the requirement presented in the Scope of Work and your estimated timeline for implementing your software. Include such time-related displays, graphs, and charts as necessary to show tasks, sub-tasks, milestones, and decision points related to the Scope of Work and your plan for accomplishment.

**G. END USER LICENSING AGREEMENT:** Provide any sample end user licensing agreement and any other documents that will require City signatures with the Offer.

**VI. SUBCONTRACTORS:**

The use of subcontractors will not relieve the Proposer of primary responsibility. The proposed prices must include the full price, including work that will be done by subcontractors. The Contracting Entity will pay only the Proposer that was awarded the contract. The contracted Proposer must pay any subcontractors.

**VII. PROPOSAL SUBMITTAL REQUIREMENTS:**

Each section below should be identified and presented in the same order to ensure the RFP evaluation committee considers the same information on each proposal.

**A. LETTER OF SUBMITTAL:**

A cover letter introducing the company, describing the ownership, including the Proposer's complete address, phone number, fax number, e-mail address and signed by an authorized agent.

**B. COMPANY HISTORY AND TRACK RECORD:**

Provide detailed information regarding the history of the company, length of time in business, and track record in the industry. Submit detailed information regarding current or prior contracts with public sector agencies that demonstrates relevant experience and proven track record providing similar scope of services to public sector agencies.

**C. PROJECT TEAM MEMBERS AND LOCAL SERVICE SUPPORT:**

Describe the project team who will be managing the Contracting Entity's account with complete contact information, titles, and office locations. Include names, qualifications, and resumes of all personnel who will be assigned to the account. State the primary work assigned to each person and the percentage of time each person will devote to this work. Describe how your company will provide the Contracting Entity with excellent customer service, especially during emergencies and when we experience equipment failure or have unique needs arise.

**D. CUSTOMER REFERENCES:**

Provide detailed customer references, including government agencies using your company's services for similar projects. A minimum of five references from current customers should be submitted. Include name and contact information for each (name, title, address, phone, and email) along with dates partnered.

**E. WARRANTY AND AFTER PURCHASE SUPPORT SERVICES:**

Provide information regarding warranty and repair services. Also provide information regarding after purchase support and how your program would work for the Contracting Entity.

**F. EQUIPMENT, SOLUTIONS AND SERVICES:**

1. Describe equipment, solution, system sold by your company.
2. Describe in detail your software and service capabilities.
3. Provide details on your software's solutions to the City's requirements and recommended modules.
4. Describe your company's capability to provide ongoing maintenance of system.
5. Describe your company's qualifications to provide equipment, solutions, and services requested.
6. Proposers are also encouraged to submit cost saving solutions for purchasing, maintenance, and management of this system.

**G. PRICING FOR EQUIPMENT AND SERVICES:**

Proposer must submit detailed pricing and what your price offering is for the Contracting Entity. Include unit price for each option available under your platform with description and total annual price. Include pricing for renewal

options year one through four. Clearly state pricing for the initial first year and following four one-year periods.

**H. FORMS AND OTHER DOCUMENTS:**

The electronic bidding system will require that you acknowledge that you reviewed the General Instructions and Open Records Act requirements document by entering your electronic signature. The Non-Discrimination Statement, Non-Collusion Affidavit and Vendor Registration Form will be completed prior to contract award.

**VIII. SELECTION PROCESS:**

**A. PROPOSAL EVALUATION PROCESS:**

Each proposal will be independently evaluated by a selection committee. The selection committee is comprised of members from the Fire Department, Police Department, and Information Technology, as well as a Finance Director and City Manager designee. The committee may make its selection based on the written proposals received, or may, at its discretion, conduct oral interviews with some or all the Proposers. The selection committee will report the results of its evaluations and make its recommendation to the Contracting Entity's governing body (if required). The Contracting Entity will approve the recommended Proposer, a different proposer, or may decline to contract with any Proposer.

**B. SELECTION CRITERIA:**

Proposers will be evaluated for selection based on their overall responsiveness and ability to meet listed requirements of the RFP. Emphasis will be placed on the following criteria (in no particular order):

- Company history and track record.
- Project team members and local service support.
- Customer references.
- Warranty and after purchase support and services.
- Equipment, solutions, and services.
- Pricing for equipment and services.

**IX. ADDITIONAL REQUIREMENTS AND INFORMATION:**

**A. ADDENDA AND INTERPRETATIONS:**

If it becomes necessary to revise any part of this RFP, an addendum will be issued through the electronic bidding system. The Contracting Entity is not bound by any oral representation, clarifications, or changes unless the same is provided to proposers in written addendum form from the Procurement Services Division.

**B. ALTERING PROPOSALS:**

Proposals cannot be altered or amended after the submission deadline; however the selection committee may request a clarification or additional information from any, some or all proposers.

**C. PROPOSAL TIMELINE:**

Event	Date
RFP available	Wednesday, May 8, 2024
Non-Mandatory Pre-Proposal meeting	Wednesday, May 15, 2024
Technical questions due by noon	Friday, May 31, 2024
Proposals due to the City Clerk's Office by 4:00:00 p.m.	Wednesday, June 5, 2024
Interviews and clarifications if desired by the Contracting Entity; Selection Committee meetings	June 6 – June 13, 2024
Finalization of Contract Terms	June 14 – June 21, 2024
Contract Approval	July 2, 2024

**Note: Beyond the Proposal due date, all dates are tentative and subject to change.**

**X. EXCEPTIONS/DEVIATIONS:**

Any exceptions to the terms and conditions, procedures, scope, type, and frequency of services and specifications, to those listed above, and any deviations shall be clearly spelled out on the proposal in writing, attached, and made a part of the Proposer's Proposal. Failure to do so shall be construed to mean that the Proposer proposes to provide the services exactly as described, and in full compliance with all terms and conditions of the RFP.

**XI. SUBMITTAL INFORMATION INSTRUCTIONS:**

The City of Oklahoma City will receive electronic proposals until **4:00:00 p.m. on June 5, 2024**. Responses can be uploaded into the electronic bidding system in one file or in different files clearly labeling what is contained in each electronic file. Please do not submit ZIP files. Upload your proposal documents in the following order:

1. Electronically complete or acknowledge required forms in the electronic bidding system.
2. Cover Letter (a simple letter of submittal, typically sent by proposers).
3. Any exceptions made to the requirements of this RFP.
4. All requested information as specified in **Section V, Scope of Work, and Section VII, Proposal Submittal Requirements**.

## Question and Answers for Bid #RFP 25503 - Electronic Health Records Software For Use By First Responders

### Overall Bid Questions

There are no questions associated with this bid.