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6/18/2025

# REQUEST FOR PROPOSAL RFP 25-722

## 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.

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### QUESTIONS/CLARIFICATION/CHANGES:

1. How many subcontractors work with/for EMSA? How is their ongoing performance measured and/or is there any reporting that subcontractors are required to provide to EMSA?

EMSA currently does not have any subcontractors. EMSA evaluates response times and other KPIs. They report those monthly on the EMSA website. EMSA also conducts patient satisfaction surveys which are reported to its Board every 2 months.

2. Does EMSA receive and maintain response and/or clinical outcome data for patient encounters and work performed by the subcontractors?

EMSA stopped subcontracting in 2022.

3. Does EMSA's dispatch center directly dispatch subcontractor resources to emergency and non-emergency calls, or does EMSA relay the information to the subcontractor's dispatch center, who then manages call distribution to their internal resource(s)?

EMSA operates its own dispatch center. it is housed in the 911 Center along with Tulsa Police and Tulsa Fire. EMSA employees are call takers and dispatchers.

4. In 2023, the Tulsa city council working group planned to conduct a community survey related to EMS delivery and customer satisfaction. Could you please share the results of that survey, if conducted?

No. Information is not available at this time.

5. How is patient satisfaction presently measured and recorded? How frequently is this process conducted? What is the average participation rate (if applicable)?

EMSA's patient satisfaction surveys are voluntary and have a relatively low participation rate (5-10 per month)

6. Is there a single point of contact to coordinate data transfers from the listed entities, will a separate point of contact be provided for each agency, or will the selected entity be provided temporary login credentials to obtain the needed data?

This is still to be determined based on the data that will be collected.

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7. What current technology or processes are in place to monitor compliance with existing standards and accountability?

EMSA is an Accredited Center of Excellence through the International Academy of Emergency Dispatch. They are required to maintain specific performance standards and must adhere to IAED QA/QI review standards/procedures.

Process: EMSA is required to complete a specific number of call audits per month, based on the previous year's call volume. Audits are completed within 72 hours of the call. Call reviews are randomized utilizing software provided by IAED. Compliance report is generated by software provided by IAED. This report is submitted to IAED monthly for review. Re-accreditation occurs every three years and includes submission of randomly pulled case reviews to be audited by IAED.

Technology: AQUA. Program through IAED used for case audits and reporting. The program randomly selects a percentage of calls for auditing for the time frame requested.

Additionally, to ensure that EMSA is compliant with established NENA 911 call answering standards the following process and technology is in place.

Process: Report used to monitor PSAP call answer times, compiled monthly.

Technology: ECATS - Emergency Call Tracking System. This is an external program that collects, analyzes, and reports on the raw call detail record data (CDR) for the PSAP. Every 911 trunk is profiled and reporting in this program.

8. What is the geographical scope of the research? Will this be the all-encompassing area served by EMSA, or specific to the Tulsa city limits?

It should be limited to the city limits.

# Request for Proposal

RFP 25-722

**Professional Services for:** EMS System Targeted Research

**Department:** Mayor's Office

**NIGP Commodity Code(s):** 918-00, 918-04, 918-32, 918-46, 918-49

## RFP Schedule

EVENT	DATE
RFP Issue Date	05/16/2025
Pre-Proposal Conference <i>Virtual – email buyer for invite</i>	06/10/2025 @ 10 AM
Deadline for Questions <i>Submit to assigned buyer via email.</i>	06/16/2025 <i>10 Days prior to RFP due date</i>
Proposal Due Date <i>Mail or deliver to City Clerk address. Proposals are opened the day after the due date.</i>	06/25/2025

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

Samantha J. Toothaker, Project Buyer | [stoothaker@cityoftulsa.org](mailto:stoothaker@cityoftulsa.org)  
*All questions should be emailed with **RFP 25-722** on the subject line.*

### Submit proposals (sealed) to:

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



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**Tulsa**  
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## I. OVERVIEW AND GOALS

With this Request for Proposal (RFP), the City of Tulsa (City) is soliciting proposals to secure professional consulting services to conduct targeted research on the Emergency Medical Services (EMS) system that currently serves the City. This research will provide a fuller picture of customer satisfaction and geographically disaggregated system response as well as best practices in accountability mechanisms for compliance management.

We enthusiastically look forward to receiving Your proposal.

## II. 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	05/16/2025
Pre-Proposal Conference	06/10/2025
Deadline for Questions	06/16/2025
Addenda issued (if needed)	06/18/2025
PROPOSAL DUE DATE	06/25/2025
Begin proposal evaluations	06/27/2025
Interviews with Respondents – Virtual (anticipated)	07/15/2025 – 07/18/2025
Proposal Award (anticipated)	07/31/2025
Negotiations with apparent successful Respondent begin (anticipated)	08/01/2025
Execute contract (anticipated)	08/20/2025
Begin service delivery (anticipated)	08/25/2025

### III. BACKGROUND

The City of Tulsa has a mayor-council form of government. As such, it has three offices with elected officials: The Mayor's Office, City Auditor, and City Council each with their respective roles and responsibilities.

The mayor acts as chief administrator and manages Tulsa's everyday operations of 15 departments, including the Tulsa Fire Department (TFD) and Public Safety Communications Division (PSC) under the Tulsa Police Department (TPD), and several public/private partnerships. The duties of this position consist of maintaining all administrative departments, executing municipal laws, submitting an annual budget to the City Council and appointing citizens to authorities, boards, including the Emergency Medical Services Authority (EMSA) Board of Trustees, and commissions (ABCs). The mayor holds a four-year term. The current mayor is Monroe Nichols IV.

The City Auditor is an independent eye that periodically reviews Tulsa's operations, resources, and financial activities. Providing accountability to the city government, the City Auditor ensures resources are effectively and efficiently utilized. The City Auditor holds a two-year term. The current City Auditor is Nathan Pickard.

The Tulsa City Council operates as the legislative branch of the city government. It adopts municipal ordinances and resolutions, approves the City's annual budget, and evaluates the overall effectiveness of city operations. A crucial aspect of the Councilor position includes listening to the concerns and suggestions of their districts' residents. City Councilors hold two-year terms.

#### A. Emergency Medical Services System Definition

Although there are many definitions of an emergency medical services system, the definitions listed below are generally accepted.

- "...a system that responds to emergencies in need of highly skilled clinicians in a prehospital, interfacility or hospital setting".<sup>1</sup>
- "...the personnel, vehicles, equipment, and facilities used to deliver out-of-hospital medical care to individuals with unanticipated, immediate medical needs".<sup>2</sup>
- "...an organized, integrated program that allows for, and provides to an individual in need of acute medical assistance, the means to access and enter the health care delivery system in a timely manner".<sup>3</sup>

It is important to note that "...effectiveness of EMS is a function of the coordination among many different autonomous and inter-dependent professional disciplines".<sup>4</sup> Among these stakeholders are 911 dispatch, response vehicle services, director, fire

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<sup>1</sup> The national Highway Traffic Safety Administration Office of EMS. (2003). *The role of EMS* [Report]. <https://emsweek.org/wp-content/uploads/2023/04/NHTSAs-Office-of-EMS-Snapshot-Final.pdf>.

<sup>2</sup> Schaitberger, H. A. & IAFF Division of Technical Assistance & Information Resources. (2006). EMS Fire-Based Systems Guidebook. <https://fireserviceems.com/awesome/2015/04/EMSGuideBk.pdf>.

<sup>3</sup> *Principles of EMS Systems*. Brennan, John, A., Krohmer, Jon R., Editors. (page 19)

<sup>4</sup> Evans, B. E., & Dyar, J. T. (2010). *Management of EMS* (1st ed.). Pearson. (page 6).

services, rescue squads, law enforcement, hospitals, and government (local, state, and federal).

## **B. Tulsa Fire Department**

### **History:**

The Tulsa Fire Department currently responds to over 83,000 incidents annually (approximately 72%, or 60,000, are EMS related). TFD's response area includes 201 square miles and approximately 410,000 citizens. The Department has an authorized strength of 676 members. There are 30 fire stations and five designated districts. Firefighters work 24 hours on duty and 48 hours off duty. The operational budget is \$107 million. Medical oversight is provided by an Independent Medical Director.

### **Service Delivery:**

The Tulsa Fire Department provides a wide range of fire and life safety services to the community, which includes:

- Fire suppression
- Wildland firefighting
- Emergency medical services
- Mobile Integrated Healthcare (MIH)
- 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 incident management and disaster response
- Training and education

The Tulsa Fire Department is organized into four Divisions under the Fire Chief. Each Division is further divided into specific work sections:

- Fire Administration: Under the direction of the Fire Chief, comprised of Administration Services, Safety, and Public Relations and Marketing.
- Operations Division: Under the direction of a Deputy Chief and includes Fire Suppression:

- The Tulsa Fire Department has 30 fire stations throughout the City.
- Most employees are assigned within the Field Operations Division. There are three shifts with an Assistant Chief overseeing each shift.
- The fire stations are divided into five districts with a District Chief supervising each district per shift.
- Support Services Division: Under the direction of a Deputy Chief, Special Operations, Emergency Medical Services, Fire Training, Physical Resources, Information Technology.
- Fire Marshal/Community Risk Reduction: Under the direction of a Deputy Chief/Fire Marshal includes Community Risk Reduction, Code Enforcement, Fire Investigation, and Public Education.

### **C. Emergency Medical Services Authority**

#### **History:**

EMSA responded to 127,501 calls for service in 2023. They employ approximately 325 individuals in the Eastern Division, which produce 225,000 unit hours annually. The Emergency Medical Services Authority is Oklahoma's largest provider of pre-hospital emergency medical care. EMSA was established as a not-for-profit public trust authority in Tulsa in 1977. Tulsa's emergency and non-emergency ambulance transport service is exclusively provided by EMSA.

In 1990, Oklahoma City joined the EMSA system creating what is now known as EMSA's Western and Eastern Divisions which serve the Oklahoma City area and Tulsa area respectively. EMSA is a public trust of the Tulsa and Oklahoma City governments. EMSA ensures patients receive the highest quality emergency medical service at the best possible price. EMSA is overseen by an 11-member Board of Trustees, with eight of the 11 trustees appointed by the mayors of Tulsa and Oklahoma City. An independent Medical Director provides medical oversight of the EMSA system and first responders who assist with patient assessment and stabilization. ([www.emsaonline.com](http://www.emsaonline.com))

#### **System Design:**

EMSA utilizes a dynamic deployment model across each division, deploying ambulances every hour of every day based on the historical locations of our highest priority calls allowing for movement of EMS resources as the needs of the community change. ([emsaonline.com](http://emsaonline.com)).

All aspects of Tulsa's Emergency Medical Services System are outlined in Title 37-A of the Tulsa, Oklahoma Code of Ordinances (available online at [https://library.municode.com/ok/tulsa/codes/code\\_of\\_ordinances?nodeId=COOR\\_TIT37-AEMMESECO](https://library.municode.com/ok/tulsa/codes/code_of_ordinances?nodeId=COOR_TIT37-AEMMESECO) ). This includes call processing, first response, ambulance transport, and clinical oversight. In 2022, EMSA transitioned from a Public Utility Model (PUM) to a third service. Below, several sections of the ordinance are quoted in full to provide relevant information about the EMS system structure (Section 104, 105, 101, 102, and 103).

**Section 104. - Emergency Medical Services Authority (EMSA).**

EMSA is hereby designated as the sole provider of emergency, and non-emergency ambulance transport services in the regulated service area, pursuant to 63 O.S. § 1-2515. No person or entity may provide emergency, non-emergency or special events ambulance services in the regulated service area unless acting as a subcontractor to EMSA or pursuant to a written contract for special arrangements.

EMSA is authorized and directed to take such steps as are necessary to ensure the availability of both emergency and non-emergency ambulance services within the regulated service area, subject to the following requirements:

(a) EMSA shall at all times comply with the terms of: the Amended and Restated EMS Interlocal Cooperation Agreement, the Second Amended and Restated Trust Indenture, this Uniform Code for Emergency Medical Services, and all other applicable laws, rules, and regulations;

(b) EMSA shall at all times be a direct provider of ambulance services in the regulated service area unless the EMSA Board of Trustees elects to contract all or a portion of such ambulance service, pursuant to an operations contract, and in such case shall: employ a competitively selected operations contractor to operate the EMS control centers (Eastern and Western Divisions), or directly provide ambulance services rendered under EMSA's trade name, or any combination thereof;

(c) in contracting with an operations contractor for the provision of any ambulance services, EMSA shall employ such bidding processes and contracting methods as are reasonable and effective in ensuring the uninterrupted and reliable delivery of quality ambulance services to the citizens of the regulated service area;

(d) All ambulance services provided within the regulated service area shall meet or exceed the standards set forth herein and in the system standard of care, as approved and periodically updated by the Medical Control Board; and

(e) Any operations contractor selected by EMSA shall operate as a subcontractor to EMSA and under EMSA's ground ambulance license. EMSA shall maintain a valid Oklahoma ground ambulance license at all times.

**D. Public Safety Communications Division**

The City's Public Safety Communications are under the Tulsa Police Department organizational structure and managed by a Director. The processing of emergency medical requests for service is managed by staff employed by the Emergency Medical Services Authority.

The mission of the Public Safety Communications Division is to provide communications support to the Tulsa Police Department, Tulsa Fire Department, regional fire departments and Emergency Medical Services agencies by delivering accurate, timely, and safe dispatching services and response to calls for service from citizens served by these agencies. Support is provided by trained telecommunicators using an enhanced 911



telephone system, modernized computer technology, and an 800 MHz public safety radio system (<https://www.tulsapolice.org/911-public-safety-communications>). As noted above, Section 105 of the ordinance is quoted in full below to provide relevant information about the EMS system structure.

**Section 105. - Mandatory centralized call processing.**

(a) All telephone requests for ambulance services, both emergency and routine, originating within the regulated service area shall terminate at an EMS control center where a credentialed EMD shall establish the call's priority classification, determine the patient's location, and if appropriate, deliver prearrival instructions. The EMD shall also determine the need for emergency medical response service; alert the emergency medical response agency, if appropriate, and directly dispatch the call.

(b) During times of disaster, such as a natural disaster or civil unrest, impacting the entire system and declared by the Chief Executive Officer of EMSA or designee, the EMS control center shall at all times have full authority to direct the positioning, movements, and run responses of all ambulance units of all ambulance services, including such units under a contract for special arrangements with EMSA, until such time as the declaration has been lifted.

(c) All calls processed by an EMS control center shall be recorded to facilitate subsequent auditing of the EMD's actions and decisions by the Medical Director, and all such recordings shall be safely stored and shall be erased after an appropriate interval or as provided by law.

**E. Medical Direction and Clinical Oversight**

The Medical Control Board (MCB) is the medical oversight authority, employing Dr. Jeffrey Goodloe and staff of the Office of the Medical Director which includes 7 full-time employees and one part-time employee. ([http://www.okctulomd.com/about-us/?tab\\_id=5](http://www.okctulomd.com/about-us/?tab_id=5)). As noted above, several sections of the ordinance are quoted in full here to provide relevant information about the EMS system structure.

**Section 101. - Medical Director/Chief Medical Officer.**

The Medical Director/Chief Medical Officer shall be appointed by the Medical Control Board as provided for in the EMS Interlocal Cooperation Agreement, shall recommend a system standard of care designed to achieve a state of the art quality of emergency medical care within the regulated service area, shall set standards for clinically equipping ambulances and EMRA apparatus/vehicles and credential personnel as meeting the requirements of this ordinance, and shall have those powers and duties granted and ascribed to him/her in the EMS Interlocal Cooperation Agreement, plus such additional powers and duties as are granted and ascribed to him/her herein.

**Section 102. - Medical Control Board.**

The Medical Control Board is hereby designated as the elected representatives constituting the Board of Directors of the EPF. Its members shall be as provided

for in the EMS Interlocal Cooperation Agreement. The Medical Control Board shall be the policy-making, rule-making, and factfinding body that shall review and establish all aspects of the system standard of care; and shall have those powers and duties granted and ascribed to it in the Amended and Restated EMS Interlocal Cooperation Agreement.

### **Section 103. - Emergency Physicians Foundation (EPF).**

The Emergency Physicians Foundation, acting through its appointed Medical Control Board, is established, concurrently herewith, by adoption of the EMS Interlocal Cooperation Agreement as the administrative agency to oversee clinical aspects of the care rendered by the regional EMS system to the citizens of the regulated service area. The EPF shall have the powers and duties granted and ascribed to it in the Amended and Restated EMS Interlocal Cooperation Agreement.

## **F. Operations/Deployment**

The Regulated Service Area (RSA) which includes the greater metropolitan areas of Tulsa and Oklahoma City, encompasses 1030 square miles with a resident population of 1,213,096 people as of the 2011 census. The Emergency Medical Services Authority provides Advanced Life Support (ALS) and Basic Life Support (BLS) ambulance coverage to Tulsa and Oklahoma City and surrounding suburbs. The 9-1-1 centers of Tulsa and Oklahoma City combine to handle 215,000 medical calls annually, resulting in the transport of patients to 27 designated hospitals.

The EMS system is comprised of:

- EMSA's RSA consists of the City of Oklahoma City and the City of Tulsa and eight other cities with signed inter-local Cooperation Agreements.
- A combination of urban and rural areas throughout the RSA. The largest city is Oklahoma City, which has a population of approximately 650,000.
- Fire Department First Response (most fire departments within the RSA are Automatic External Defibrillator [AED] capable), Oklahoma City and Tulsa Fire Departments are currently providing limited ALS/First Response, and operate special units including water rescue, hazardous material, etc. All fire departments provide rescue services.
- EMSA is a tiered system providing both ALS and BLS levels of care.
- Tactical Emergency Medical Operations serving on Special Operations Teams throughout the RSA.
- On-Line Medical Control.
- Off-Line Medical Control.

The RSA is currently a two-tiered system comprising of approximately 4,000 Paramedics, Advanced EMT (AEMT), EMT-Basics, First Responders (FR), law enforcement and on-

site security staff first responders/AEDs, and approximately 100 Online Medical Control Physicians. Each ALS ambulance is staffed with one paramedic and one EMT. Each BLS ambulance is staffed with two EMT. Fire apparatus is staffed with a minimum of three firefighter EMTs.

## G. Tulsa Health Status Snapshot

- The overall population health score for Tulsa County in 2022 was 53 / 100 based on access to care, healthy behaviors, health conditions, mental health and resulting health outcomes within communities.<sup>5</sup>
- Heart disease (all forms) and cancer were the top causes of death in Tulsa (all regions) based on 2020-2022 data.<sup>6</sup>
- In 2022, the percentage of adults who report one or more cardiovascular risks or behaviors stood at 88.2% in Tulsa County while the national average stood at 84.6%.<sup>7</sup> Risks or behaviors include being overweight, smoking cigarettes, being physically inactive, or having high blood pressure or cholesterol.
- Life expectancy in Tulsa varies greatly by region (2020-2022 data): 67.9 years in North Tulsa, 72.9 in West Tulsa/Sand Springs, 73.5 in both Downtown and East, 75.4 in Midtown, and 77.1 years in South Tulsa.<sup>8</sup>
- In 2022, the percentage of the population ever diagnosed with diabetes in Tulsa County (11.5%) equaled the national average (11.5%).<sup>9</sup>
- In 2022, the percentage of adults who reported that they had ever been diagnosed with a depressive disorder was higher in Tulsa County (25.2) than the national average (20.5%).

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<sup>5</sup> Healthiest Communities 2022. (n.d.). US News and World Reports. Retrieved July 29, 2024, from <https://www.usnews.com/news/healthiest-communities/oklahoma/tulsa-county>.

<sup>6</sup> Health Status report: Mortality. (n.d.). In <https://public.tableau.com/app/profile/amanda2239/viz/TulsaCountyHealthStatusReport/HealthStatusReport>. Tulsa Health Department. Retrieved July 29, 2024, from <https://public.tableau.com/app/profile/amanda2239/viz/THDHealthStatusReportMortality/Mortality>. (slide 5).

<sup>7</sup> Tulsa Health Department & Saint Francis Health System. (n.d.). *Community Health Needs Assessment: Tulsa County (2022)*. Retrieved July 29, 2024, from <https://tulsa-health.org/wp-content/uploads/2023/06/2022-Community-Health-Needs-Assessment-Tulsa-County.pdf>. (page 52).

<sup>8</sup> Health Status report: Mortality. (n.d.). In <https://public.tableau.com/app/profile/amanda2239/viz/TulsaCountyHealthStatusReport/HealthStatusReport>. Tulsa Health Department. Retrieved July 29, 2024, from <https://public.tableau.com/app/profile/amanda2239/viz/THDHealthStatusReportMortality/Mortality>. (slide 34).

<sup>9</sup> Health Status report: Healthy Behaviors. (n.d.). In <https://public.tableau.com/app/profile/amanda2239/viz/TulsaCountyHealthStatusReport/HealthStatusReport>. Tulsa Health Department. Retrieved July 29, 2024, from <https://public.tableau.com/app/profile/amanda2239/viz/THDHealthStatusReportHealthyBehaviors/HealthyBehaviors>. (slide 41).

- Gun-related mortality (intentional and unintentional deaths) is higher than in Tulsa County (22.1 per 100,000) than the national average (5.9 per 100,000) in 2020.<sup>10</sup>
- Unintentional injury mortality is higher in Tulsa County (75.1 per 100,000) than the national average (64.7 per 100,000) in 2021.<sup>11</sup> Unintentional injury mortality includes motor vehicle accidents, accidental falls, drownings, fires, and poisonings.
- The percentage of births to Tulsa County mothers who had late, or no prenatal care stood at 31.4% in 2020 compared to the national average of 22.3%.<sup>12</sup>
- According to point-in-time (PIT) count data, the number of individuals who are experiencing homelessness increased 6.6% from 2022 (1,063) to 2023 (1,133) and 26% from 2023 to 2024 (1,427).<sup>13</sup>
- In 2018, 18% of the PIT-count surveyed homeless population made at least 1 ER visit in the previous year, while 19.2% made between 2-10 ER visits in the previous year.<sup>14</sup>
- The percentage of the population over 65 years of age in Tulsa County in 2022 (29.5%) trends similarly to the national average (33%).<sup>15</sup>
- In Tulsa County, 11.6% of adults aged 18-64 lack health insurance coverage compared to the national average of 8.7%.<sup>16</sup>

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<sup>10</sup> Health Status Report: Injury and Violence Prevention. (n.d.). In <https://public.tableau.com/app/profile/amanda2239/viz/TulsaCountyHealthStatusReport/HealthStatusReport>. Tulsa Health Department. Retrieved July 29, 2024, from [https://public.tableau.com/app/profile/amanda2239/viz/THDHealthStatusReportInjuryandViolence/InjuryandViolence\\_1](https://public.tableau.com/app/profile/amanda2239/viz/THDHealthStatusReportInjuryandViolence/InjuryandViolence_1). (slide 9).

<sup>11</sup> Ibid (slide 18).

<sup>12</sup> Health Status Report: Maternal and Child Health. (n.d.). In <https://public.tableau.com/app/profile/amanda2239/viz/TulsaCountyHealthStatusReport/HealthStatusReport>. Tulsa Health Department. Retrieved July 29, 2024, from <https://public.tableau.com/app/profile/amanda2239/viz/THDHealthStatusReportMCH/MaternalandChildHealth>. (slide 18).

<sup>13</sup> PIT & HIC Data | Housing Solutions Tulsa. (2024, April 5). Housing Solutions Tulsa. <https://www.housingsolutionstulsa.org/reports-data/pit-data/>.

<sup>14</sup> Health Status report: Mental Health and Substance Abuse. (n.d.). In <https://public.tableau.com/app/profile/amanda2239/viz/TulsaCountyHealthStatusReport/HealthStatusReport>. Tulsa Health Department. Retrieved July 29, 2024, from <https://public.tableau.com/app/profile/amanda2239/viz/THDHealthStatusReportMCH/MaternalandChildHealth>. (slide 23).

<sup>15</sup> Health Status report: Demographics. (n.d.). In <https://public.tableau.com/app/profile/amanda2239/viz/TulsaCountyHealthStatusReport/HealthStatusReport>. Tulsa Health Department. Retrieved July 29, 2024, from <https://public.tableau.com/app/profile/amanda2239/viz/THDHealthStatusReportDemographics/Demographics>. (slide 7).

<sup>16</sup> Tulsa Health Department & Saint Francis Health System. (n.d.). *Community Health Needs Assessment: Tulsa County (2022)*. Retrieved July 29, 2024, from <https://tulsa-health.org/wp-content/uploads/2023/06/2022-Community-Health-Needs-Assessment-Tulsa-County.pdf>. (page 119).

## H. Research Study

This research will be followed by a second RFP<sup>17</sup> to conduct a more comprehensive EMS system assessment and facilitate a participatory process engaging all stakeholders to enhance system design and governance to achieve long-term effectiveness, ensure sustainability, meet desired patient outcomes, and establish system efficiencies in changing environments.

This study is important in light of EMS system changes, stressors, and/or opportunities that exist on a national level, but also specifically in the City of Tulsa. Some local examples include:

- the growing public demand for emergency medical response,
- an increase in complexity of providing emergency medical services,
- rising costs of medical care,
- workforce shortages,
- billing or reimbursement challenges,
- population growth and geographical distribution,
- changing needs of patient population such as an increase in language access services related to medical care,
- lack of comprehensive customer satisfaction analysis for the system,
- opportunities and costs related to changing and available technology, and
- changes in the system's operations and approach to EMS and mental health calls including shifts in EMSA's employment model to become a direct service provider, the emergence of Mobile Integrated Health (MIH) programs, embedding mental health personnel in 911, and the deployment of co-response models.

## IV. SCOPE OF WORK

The respondents shall provide the City of Tulsa with professional consulting services.

### A. Research Questions

- **Research Question 1: Customer Experience:** What is the experience and satisfaction level of emergency medical services (EMS) system customers?

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<sup>17</sup> Respondents are encouraged to consider applying for both RFPs.

- **Research Question 2: Customer Demand:** What are geographically disaggregated demand levels and response times over the period 2017 – 2019 compared to the period 2022 – present for EMSA, TFD, and 911?
- **Research Question 3: Compliance and Accountability Systems:** What mechanisms and best practices exist in peer EMS Systems for compliance management accountability? Peer EMS systems should consider population size, call volume, customer demand, geography, and/or other appropriate demographics or metrics.

## **B. Anticipated Methodology**

- Mixed methods. All methods should be as rigorous as reasonably possible.
- Qualitative analysis (key informant interviews, focus group discussions, etc.).
- Quantitative analysis (representative, meaningful, and credible customer satisfaction survey including individuals who have recently used the system) (demand and response time analysis, anticipated disaggregation by ZIP code)
- Comparative analysis to peer EMS systems

## **C. Information and Data Sources**

Data sharing with City departments are subject to terms outlined in Exhibit B – Data Rider.

1. Tulsa Fire Department: Commitment to share data as requested by the Respondent, ESO Fire and Emergency Medical Services Records Management System Data. FirstWatch Surveillance Monitoring Historical Data
2. Emergency Medical Services Authority: Commitment to share data as requested by the Respondent, in compliance with EMSA privacy policies. Open source EMSA data is available at [emsaonline.com](https://emsaonline.com)
3. Tulsa Police Department: Commitment to share data as requested by the Respondent.
4. Community Stakeholders:
  - a. Tulsa Health Department – Community Health Needs Assessment
  - b. COPES data
  - c. Healthy Minds Policy Initiative

## **D. Usage of Evaluation Results**

The research will be shared with stakeholders to complement ongoing system enhancement and oversight.

## **E. Stakeholder Participation**

Relevant stakeholders for this research include:

- Internal to City of Tulsa:
  - Mayor
  - City Council Pre-hospital Community Healthcare Working Group
  - Tulsa Police Department Public Safety Communications Division
  - Tulsa Fire Department
  - IT department
  - Finance department - EMSAcare billing
  - Department of City Experience - EMSAcare inspection
  - Data Governance Committee
- External:
  - Emergency Medical Services Authority
  - Medical Control Board
  - Public Trust Authority member cities
  - Hospital CEOs
  - First Responder Advisory Council (FRAC)

During the course of this research, stakeholders are anticipated to participate in the following ways (although not every stakeholder will participate in every step listed).

- Participate in Respondent selection committee.
- Exploratory data analysis, process data requests, establish processes to extract and share data in Respondent's preferred format.
- Participate in focus groups and/or key informant interviews as requested.
- Participate in Respondent progress updates/interim reports.
- Participate in report draft presentations to provide feedback.

## **V. DELIVERABLES**

Deliverables, subject to mutually agreed upon procedures for the review, will include:

- Deliverable 1: Final project narrative (including methodology) and final implementation schedule (i.e., revised versions of documents submitted at the proposal stage, to be developed in collaboration with City staff)
- Deliverable 2: Results of exploratory data analysis
- Deliverable 3: Data request forms as needed.
- Deliverable 4: Data collection protocols and question list



- Deliverable 5: List of participants for data collection
- Deliverable 6: Monthly progress update presentation
- Deliverable 7: Draft written report and presentation
- Deliverable 8: Final written report of no more than 30 pages,
  - Structured into the following sections: executive summary (3 pages maximum), background, methodology, findings, conclusions, recommendations. Include supporting data analysis in annexes as needed.
  - The selected Respondent may workshop the findings and recommendations with the City to develop the final recommendations.
- Deliverable 9: Presentation(s) of findings with accompanying recommendations.

## VI. PERFORMANCE METRICS AND CONTRACT MANAGEMENT

### Performance Metrics

The City will develop performance metrics with the awarded Respondent. These performance metrics will highlight key priorities that will be analyzed with the awarded Respondent collaboratively during the life of the contract. The City looks forward to working with the awarded Respondent to define these important performance metrics during contract negotiations.

The final set of performance metrics and frequency of collection will be negotiated by the successful Respondent and the City prior to the finalization of an agreement between parties and may be adjusted over time as needed.

Performance Metric	Data Source	Data Collection Frequency	Data Collection Responsibility

### Contract Performance Monitoring

As part of the City of Tulsa's commitment to becoming more outcomes-oriented, we seek to actively and regularly collaborate with awarded Respondents to enhance contract management, improve results, and adjust service delivery based on learning what works. Reliable and relevant data is necessary to drive service improvements, ensure compliance, inform trends to be monitored, and evaluate results and performance. During the regular meetings that occur throughout the term of the contract, it is anticipated that the following topics will be regularly discussed:



- Current status of performance metrics
- Topics of interest or concern to the Respondent
- Discussion and troubleshooting of challenges
- Review of activities on the horizon
- Review of budget and spending this year-to-date

## VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL:

- A.** Proposals must be received by **5:00 p.m. (CDT) on the Bid Submission Date (see first page)**. Please place proposals in a sealed envelope or box clearly labeled “**RFP 25-722, EMS System Targeted Research**”. 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  
One (1) digital copy (USB flash drive).

- C.** Proposals shall be delivered and sealed to:

Office of the City Clerk  
City of Tulsa  
175 E. 2<sup>nd</sup> 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, Project Buyer**  
[stoothaker@cityoftulsa.org](mailto:stoothaker@cityoftulsa.org)

Any questions regarding this RFP will be handled as promptly and as directly as possible. If a question requires only minor clarification of instructions or specifications, it will be handled via e-mail. If any question results in a substantive change or addition to the RFP, the change or addition will be forwarded to all registered Respondents as quickly as possible by addendum.

**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 2<sup>nd</sup> Street, 2<sup>nd</sup> Floor  
City Council Chamber**

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## VIII. RESPONSE QUESTIONS AND PROPOSAL REQUIREMENTS

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

**Project narrative** (not to exceed 5 pages) that:

- Includes detailed description of the proposed evaluation methodology (including data collection and analysis plan).
- Demonstrates an understanding of the issues raised in this RFP.

**Proposed implementation schedule** (not to exceed 2 pages) that:

- Presents a realistic work plan and timeline to achieve deliverables (listed in Section V) including description of relevant tasks and actions.
- Does not exceed 4 months.
- Includes available start date and estimated time to complete.
- Includes explicit assumptions about the delineation of roles between the Respondent and the City of Tulsa.

**Personnel qualifications** (not to exceed 3 pages) that:

- Describes the Respondent's qualifications (and that of each Respondent proposed as part of the team).
- Demonstrates the expertise that key personnel bring to this project.

**Past Performance** (not to exceed 2 pages) that:

- Describes at least two previous projects that Respondent (and any others proposed as part of Respondent's team) has conducted for governmental organizations of similar size and complexity, including any similar to this project. Please include the primary location of work and period of performance.
- Demonstrates the Respondent's knowledge and expertise in relevant areas including EMS system design; performance metrics including financial, clinical, and operational; emergency communication; EMS personnel and operational management; and system governance.
- Demonstrates the Respondent's capability to harmonize and analyze data (integrate data from multiple sources, establish shared data definitions, etc.), and maintain strict security standards for protected data.
- Provides contact names and telephone numbers of references from these organizations.

**Attachment 1: Personnel Resumes** (not to exceed 2 pages per staff)

- Include qualifications (resume or CV)

**Attachment 2: Proposed budget:**

- Estimate of hours required and hourly rates of personnel assigned to this project.
- Respondent will provide equipment and material.
- A not-to-exceed amount of total hours and total cost.

**Required Forms**

- Respondent Information Sheet
- Exhibit A Delivery and Price Sheet Summary
- Exhibit B Data Rider
- Exhibit C Insurance – Certificate(s) of Insurance
- Affidavit of Non-Collusion, Interest and Claimant
- Acknowledgement of Receipt of Addenda/Amendments
- Exhibit D – City of Tulsa General Contract Terms
- Signatory Authorization Documentation for Authorized Agent if necessary based on signer's title and entity's legal structure. Reference Section X Miscellaneous, letter K. 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).

All Proposals will be evaluated using the following criteria:

Category	Total Points
<b>Experience with Similar Projects</b> <ul style="list-style-type: none"> <li>Respondent articulates past experience working in the relevant areas.</li> <li>Extent to which the Respondent's experience and expertise will ensure the achievement of the objectives.</li> </ul>	40
<b>Qualifications and Experience of Proposed Project Team</b> <ul style="list-style-type: none"> <li>Respondents clearly document evidence of subject matter expertise and experience in the proposed content areas.</li> <li>Extent to which proposed personnel have relevant and complementary professional qualifications and experience appropriate to this project</li> </ul>	30
<b>Cost of Proposal</b> <ul style="list-style-type: none"> <li>Expenses are appropriate to achieve deliverables and consistent with the proposed technical approach.</li> <li>Reasonable effort (hours) are budgeted for team members with the needed skills and knowledge.</li> </ul>	15
<b>Project Narrative and Proposed Implementation Schedule</b> <ul style="list-style-type: none"> <li>Respondent demonstrates a clear understanding of the projects objectives and deliverables.</li> <li>Respondent includes a feasible and appropriate work plan to effectively achieve deliverables.</li> </ul>	15
<b>Total Possible Points</b>	<b>100</b>

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

## **X. MISCELLANEOUS**

- A. The City expects to enter into a written Agreement (the "Agreement") with the chosen Respondent(s) that shall incorporate this RFP and your proposal. Further, Respondent(s) will be bound to comply with the provisions set forth in this RFP. In addition to any terms and conditions included in this RFP, the City may include in the Agreement other terms and conditions as deemed necessary. Your response to this RFP will be considered part of the Agreement if one is awarded to you.
- B. All data included in this RFP, as well as any attachments, are proprietary to the City.
- C. The City notifies all possible Respondents that no person shall be excluded from participation in, denied any benefits of, or otherwise discriminated against in connection with the award and performance of any contract on the basis of race, religious creed, color, national origin, ancestry, physical disability, sex, age, ethnicity, or on any other basis prohibited by law.
- D. All Respondents shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination. They shall also comply with the Americans with Disabilities Act (ADA).
- E. The use of the City's name in any way as a potential customer or contractual partner is strictly prohibited except as authorized in writing by the City.
- F. The City assumes no responsibility or liability for any costs you may incur in responding to this RFP, including attending meetings or contract negotiations.
- G. The City is bound to comply with Oklahoma's Open Records Act, and information submitted with your proposal, with few exceptions, is a matter of public record. For specifics on the Oklahoma Open Records Act, see the link here: <https://libraries.ok.gov/law-legislative-reference/library-laws/statutes-open-records/>.

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

- H. The City shall not infringe upon any intellectual property right of any Respondent but reserves the right to use any concept or methods contained in the proposal. Any desired restrictions on the use of information contained in the proposal should be clearly stated. Responses containing your proprietary data shall be safeguarded with the same degree of protection as the City's own proprietary data. All such proprietary data contained in your proposal must be clearly identified.
- I. The City also notifies all Respondents that the City has the right to modify the RFP and the requirements herein, to request modified proposals from Respondents, and to negotiate with the selected Respondent on price and other contract terms, as necessary to meet the City's Objectives.
- J. 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. **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.**

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## RESPONDENT INFORMATION SHEET

**Respondent's Legal Name:** \_\_\_\_\_

(Must be Respondent's company name as reflected on its organizational documents, filed with the state in which Respondent is organized)

**State of Organization:** \_\_\_\_\_

**Respondent's Type of Legal Entity: (check one)**

- |  |  |
|--|--|
| <input type="checkbox"/> Sole Proprietorship       | <input type="checkbox"/> Limited Partnership                   |
| <input type="checkbox"/> Partnership               | <input type="checkbox"/> Limited Liability Partnership         |
| <input type="checkbox"/> Corporation               | <input type="checkbox"/> Limited Liability Limited Partnership |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Other: _____                          |

**Respondent's Address:** \_\_\_\_\_

Street City State Zip Code

**Respondent's Website Address:** \_\_\_\_\_

**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 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)

Please present a Fee Schedule for completion of each phase of services:

Phase 1: Data Collection \$ \_\_\_\_\_

Phase 2: Draft Report \$ \_\_\_\_\_

Phase 3: Final Report \$ \_\_\_\_\_

Phase 4: Presentation \$ \_\_\_\_\_

PROJECT TOTAL \$ \_\_\_\_\_

By signing here, I affirm that these prices are my formal offer and agree to the inclusion of City of Tulsa's general contract terms and conditions as listed in Appendix A in any contract with the City of Tulsa.

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

## EXHIBIT B DATA RIDER

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

This "Rider" is added to and incorporated as part of the Agreement pursuant to RFP 25-722, between the City of Tulsa

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

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

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

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

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

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

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

#### 3. Safeguard Standard

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

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

- A. All facilities used to store and process Protected Data will employ commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Seller's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. Seller will not use or maintain any Protected Data on a laptop, hard drive, USB key, flash drive, removable memory card, smartphone, or other portable device or unit except only as approved by City and provided that immediately upon the need for such Protected Data ceasing, such Personal Data is immediately destroyed or erased.
- B. At the request of the City, Seller will provide evidence that it has established and maintains technical and organizational security measures governing the processing of Protected Data appropriate to the processing and the nature of the Protected Data to be protected. In order to validate technical and organizational security measures, Seller will cooperate with the City's Seller Due Diligence Program, which includes a risk assessment, potentially supported by a questionnaire and/or a SOC 2 Type 2 (or equivalent) review, depending on risk level. In the event that the due diligence process results in

recommended controls, Seller will implement agreed-upon controls in order to reduce residual risk to acceptable levels. Seller will promptly correct any deficiencies in the technical and organizational security measures identified by City to Seller.

- C. Without limiting the foregoing, Seller warrants that all Protected Data will be encrypted in transmission (including via web interface) and remain encrypted at rest at no less than 256bit level encryption.
- D. Seller will use industry standard and up-to-date security tools and technologies such as antivirus protections and Seller will not create or maintain data which are derivative of Protected Data except for the purpose of performing its obligations under the Agreement and this Rider and as authorized by City.
- E. intrusion detection methods in providing Services under this Agreement.
- F. Seller will not store or process Protected Data outside of data centers located in the United States unless authorized to do so in writing by City and such store or process complies with the applicable state, federal and international data protection laws, the Agreement and this Rider. City may revoke its authorization at any time.
- G. Seller will not permit any officer, director, employee, agent, other representative, subsidiary, affiliate, independent contractor, or any other person or entity acting on behalf of Seller to process Protected Data unless such processing is in compliance with the Agreement and this Rider and is necessary in order to carry out Seller's obligations under the Agreement and this Rider.
- H. Seller will establish a nightly process to provide the City with a full and updated copy of the Protected Data collected and stored on behalf of the City.
- I. Seller will provide the City with a complete data dictionary document including, but not limited to: Table Names, Field Names, Field Types, Field Lengths, and Table Relationships which shall not be disclosed to any persons without a need to know. All materials provided should note the confidentiality of such information.
- J. Seller will keep and maintain access logs, firewall logs, intrusion protection logs for a minimum of 180 days.

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

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

#### **5. Sole Property of City**

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

#### **6. Breaches of Protected Data**

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

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

Seller's report shall identify:

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

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

- 1. Immediately notify the State of Oklahoma and CISA upon learning of a possible breach.
- 2. Immediately preserve any potential forensic evidence relating to the Breach;
- 3. Promptly (within 2 business days) designate a contact person to whom the City will direct inquiries, and who will communicate Seller responses to City inquiries;

4. As rapidly as circumstances permit, apply appropriate resources to remedy the breach condition, investigate, document, restore City service(s) as directed by the City, and undertake appropriate response activities;
5. Provide status reports to the City on Breach response activities, either on a daily basis or a frequency approved by the City;
6. Coordinate all media, law enforcement, or other Breach notifications with the City in advance of such notification(s), unless expressly prohibited by law;
7. Make all reasonable efforts to assist and cooperate with the City in its Breach response efforts; and
8. Ensure that knowledgeable Seller staff are available on short notice, if needed, to participate in City-initiated meetings and/or conference calls regarding the Breach.

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

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

**7. Examination of Records**

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

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

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

**9. Insurance**

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

**10. Survival**

The Seller shall maintain an industry standard disaster recovery program to reduce the potential effect of outages because of supporting data center outages. Any backup site used to store City Protected Data shall include the same information security and privacy controls as the primary data center(s).

**11. Right to Audit**

Seller agrees that, as required by applicable state and federal law, auditors from state, federal, the City, or other agencies so designated by the City, shall have the option to audit the outsourced service. Records pertaining to the service shall be made available to auditors and the City during normal working hours for this purpose.

For Seller

By: \_\_\_\_\_  
Signature

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

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

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

## **EXHIBIT C INSURANCE REQUIREMENTS**

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

Commercial General Liability (Products, Completed Operations, Property Damage, Bodily Injury and Personal & Advertising Injury)

Limits of at least:

\$1,000,000 Per Occurrence

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

Professional Liability (Errors and Omissions)

Limits of at least:

\$1,000,000 Per Occurrence

\$3,000,000 Aggregate

Cyber Liability

Limit of at least:

\$1,000,000 Per Occurrence

\$5,000,000 General Aggregate

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

Respondent shall provide the City with current valid original certificates of insurance prior to commencement of this agreement. 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 \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )ss.

I, \_\_\_\_\_, of lawful age, being first duly sworn, state that:  
**(Seller's Authorized Agent)**

1. I am the Authorized Agent of Seller herein for the purposes of certifying facts pertaining to the existence of collusion between and among Bidders and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the proposal to which this statement is attached.
2. I am fully aware of the facts and circumstances surrounding the making of Seller's Bid to which this statement is attached, and I have been personally and directly involved in the proceedings leading to the submission of such Bid; and
3. Neither the Seller nor anyone subject to the Seller's direction or control has been a party:
  - a. to any collusion among Bidders in restraint of freedom of competition by agreement to respond at a fixed price or to refrain from responding,
  - b. to any collusion with any municipal official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
  - c. in any discussions between Bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract.
4. No officer or employee of the City of Tulsa either directly or indirectly owns a five percent (5%) interest or more in the Bidders business or such a percentage that constitutes a controlling interest. Affiant further states that the following officers and/or employees of the City of Tulsa own an interest in the Bidders business, which is less than a controlling interest, either direct or indirect.
5. All invoices to be submitted pursuant to this agreement with the City of Tulsa will be true and correct.
6. That the work, services or material furnished will be completed or supplied in accordance with the plans, specifications, orders, requests or contract furnished or executed by the affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer or employee of the City of Tulsa, or of any public trust where the City of Tulsa is a beneficiary, of money or any other thing of value to obtain payment of the invoice or procure the contract or purchase order pursuant to which an invoice is submitted. Affiant further certifies that (s)he has complied with all applicable laws regarding equal employment opportunity.

By: \_\_\_\_\_

**Signature**

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public

My Commission Expires: \_\_\_\_\_

Notary Commission Number: \_\_\_\_\_

**The Affidavit must be signed by an authorized agent and notarized**

## ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS

I hereby acknowledge receipt of the following addenda or amendments and understand that such addenda or amendments are incorporated into the Bid Packet and will become a part of any resulting contract.

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

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**Sign Here ►**

Printed Name:

Title:

Date:

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## 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 1<sup>st</sup> to June 30<sup>th</sup>) in which such Services are purchased. In the event City does not appropriate or budget sufficient funds to perform this Agreement, this Agreement shall be null and void without further action by City.
2. **No Indemnification or Arbitration by City.** Seller understands and acknowledges that City is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, City shall not indemnify nor hold Seller harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys' fees and costs. In addition, Seller shall not limit its liability to City for actual loss or direct damages for any claim based on a breach of this Agreement and the documents incorporated herein. City reserves the right to pursue all legal and equitable remedies to which it may be entitled. City will not agree to binding arbitration of any disputes.
3. **Intellectual Property Indemnification by Seller.** Seller agrees to indemnify, defend, and save harmless City and its officers, employees and agents from all suits and actions of every nature brought against them due to the use of patented, trademarked or copyright-protected appliances, products, materials or processes provided by Seller hereunder. Seller shall pay all royalties and charges incident to such patents, trademarks or copyrights.
4. **General Liability and Indemnification.** Seller shall hold City harmless from any loss, damage or claims arising from or related to the performance of the Agreement herein. Seller must exercise all reasonable and customary precaution to prevent any harm or loss to all persons and property related to this Agreement. Seller agrees to indemnify and hold the City harmless from all claims, demands, causes of action or suits of whatever nature arising out of the services, labor, and material furnished by Seller or Seller's subcontractors under the scope of this Agreement.
5. **Liens.** Pursuant to City's Charter (Art. XII, §5), no lien of any kind shall exist against any property of City.
6. **No Confidentiality.** Seller understands and acknowledges that City is subject to the Oklahoma Open Records Act (51 O.S. §24A.1 *et seq.*) and therefore cannot assure the confidentiality of contract terms or other information provided by Seller pursuant to this Agreement that would be inconsistent with City's compliance with its statutory requirements there under.
7. **Compliance with Laws.** Seller shall be responsible for complying with all applicable federal, state and local laws. Seller is responsible for any costs of such compliance. Seller shall take the necessary actions to ensure its operations in performance of this contract and employment practices are in compliance with the requirements of the Americans with Disabilities Act. Seller certifies that it and all of its subcontractors to be used in the performance of this agreement are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. Sec. 1313 and includes, but is not limited to, the free Employee Verification Program (E-Verify) available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).
8. **Right to Audit.** The parties agree that books, records, documents, accounting procedures, practices, price lists or any other items related to the Services provided hereunder are subject to



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

9. **Governing Law and Venue.** This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principles, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Tulsa County, Oklahoma and each party waives any objection to such venue.
10. **No Waiver.** A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.
11. **Entire Agreement/No Assignment.** This Agreement and any documents incorporated herein constitute the entire agreement of the parties and supersede any and all prior agreements, oral or otherwise, relating to the subject matter of this Agreement. This Agreement may only be modified or amended in writing and signed by both parties. Notwithstanding anything to the contrary herein, the City does not agree to the terms of any future agreements, revisions or modifications that may be required under this Agreement unless such terms, revisions or modifications have been reduced to writing and signed by both parties. Seller may not assign this Agreement or use subcontractors to provide the Goods and/or Services without City's prior written consent. Seller shall not be entitled to any claim for extras of any kind or nature.
12. **Equal Employment Opportunity.** Seller shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination.

## RESPONDENT CHECKLIST

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

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

RESPONDENT CHECKLIST	
RESPONDENT DOCUMENTS	INCLUDED?
Cover Letter	
Proposal Narrative (To Include Requirements as listed in Section VIII.)	
Respondent Information Sheet ( <b>required form</b> )	
Exhibit A - Price Sheet Summary ( <b>required form</b> )	
Exhibit B - Data Rider ( <b>required form</b> )	
Certificate of Insurance (Exhibit C requirements)	
Affidavit (Non-Collusion, Interest & Claimant) ( <b>required form</b> )	
Acknowledgement of Receipt of Addenda ( <b>required form</b> )	
Exhibit D – City of Tulsa General Contract Terms	

- Please Return Entire RFP document along with Required Forms with Your Proposal Packet.
- 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 2<sup>nd</sup> Street, Suite 260

Tulsa, OK, 74103

**Respondent Submission For:**

RFP# 25-722

RFP DESCRIPTION: EMS System Targeted Research

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.