

# Invitation for Bid (IFB)

TAC 1098F

**Supplies or Services Requested:** Animal Medical & Surgical Supplies

**Department:** Department of City Experience

**NIGP Commodity Code(s):**

875-58; 875-70

## Solicitation Schedule

EVENT	DATE
IFB Issue Date	1/11/2024
Pre-Bid Conference <i>Location</i>	No Pre-Bid Conference
Deadline for Questions <i>Submitted to assigned buyer via email.</i>	1/22/2024 <i>10 Days prior to IFB due date</i>
Bid Submission Date <i>Either mailed or delivered to City Clerk address. Bids are open the day after the due date.</i>	1/31/2024

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

Julie Miller | jamiller@cityoftulsa.org

*All questions should be emailed with TAC 1098F on the subject line.*

**Submit Bids (sealed) to:**

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

*Bids (2 total:1 original, 1 copy) must be sealed and either mailed or delivered. Write the Bid Number, Supplies or Service requested (as listed above), and Bid Opening Date on the lower left corner of the outside of Your Bid envelope. Feel free to use included packing slip. No faxed or emailed Bids will be considered. Barring certain circumstances (Section III-5), Bids received after the stated date and time **will not be accepted and will be returned to the Bidder unopened.***



CITY OF  
**Tulsa**  
A New Kind of Energy.

## I. STATEMENT OF PURPOSE:

### 1. Overview and Goals

The goal of this solicitation is to secure a source to purchase Animal Medical & Surgical Supplies for use by the City of Tulsa's Department of City Experience.

### 2. Term of Contract

The City intends to award a one-year annual contract. The City may offer the Seller the opportunity for additional one-year terms. The City also reserves the right to make multiple or partial awards. To do business with the City, You must agree to the terms and conditions of the City's standard Purchase Agreement, indicated by Your Authorized Agent's signature on the Purchase Agreement.

Capitalized terms used in this IFB and not defined in the Purchase Agreement shall have the meanings as ascribed to them in Title 6, Chapter 4 of the [Tulsa Revised Ordinances](#).

The entire Invitation for Bid (IFB), including any additional information submitted by Bidder and Accepted by City will be included as part of the Agreement between Seller and City. **All sheets of this IFB (including Sections I-V) must be submitted.**

### ***Authorized Agent***

Several parts of the Bid (Affidavits, Purchase Agreement) 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. For instance, under Oklahoma law, the Authorized Agent for each of the following types of entities is as stated below:

- **Corporations** – the president, vice president, board chair or board vice chair 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 corporate secretary's certificate indicating the authority is still valid.
- **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)** – The manager as named in the Operating Agreement can sign. Any person authorized by the Operating Agreement or a member can sign providing the person submits a copy of the authorization with a certificate of the members indicating the authorization is still valid.

Entities organized in states other than Oklahoma must follow the law of the state in which they are organized.

## II. SCOPE OF SERVICES AND SPECIFICATIONS

### **1. Scope of Services**

The City is requesting Bids for Animal Medical & Surgical Supplies for use by the City of Tulsa's Department of City Experience.

#### **Delivery Requirements**

All prices quoted shall be based on delivery F.O.B. Tulsa, Oklahoma or to any other points as may be designated in the Specifications, with all charges prepaid by Seller to the actual point of delivery. Bids must state the number of Days required for delivery under normal conditions.

Absolutely no items over 500lbs. may be directly shipped to the City requiring the City personnel to unload from the shipping truck or trailer. The City carries no responsibility for any damages incurred during an unloading occurrence. All unloading shall be the responsibility of the Seller and/or shipping entity. No charge shall be made for rejected shipments.

Delivery is to be made to the following location:

Tulsa Animal Welfare Shelter  
Attn: Sherri Carrier  
3031 N. Erie Ave.  
Tulsa, OK 74115  
Phone: 918-596-8002

#### **TIME OF DELIVERY:**

Deliveries shall be within 30 calendar days after receipt of orders at such intervals as required by Tulsa Animal Welfare Manager. Delivery shall be made between the hours of 7:00 a.m. and 3:00 p.m., Monday through Friday unless otherwise approved in advance by the Tulsa Animal Welfare Manager or Operations Supervisor.

**Note:** Deliveries may not be made on City-recognized holidays. A list of the holidays is available upon request.

### **2. Specifications**

The Bid **must** meet or exceed the items listed in Attachment A.

Award of Bid may be made by item, section, or entire Bid, whichever is best for the City of Tulsa.

### III. BID SUBMISSION INSTRUCTIONS AND INFORMATION

1. **Bidder Registration**: To ensure timely updates and alerts about business opportunities with the City, interested Bidders should register as a Bidder with the City. To register, interested Bidders should complete the City's online vendor registration form ([linked here](#)). If You have any questions, email Cheryl Quin at [purchasing@cityoftulsa.org](mailto:purchasing@cityoftulsa.org) or check the City's "[Selling to the City](#)" Website.
2. **Pre-Bid Conference**: If a pre-Bid conference is required, see the first page for time and location.  
**No Pre-Bid Conference**
3. **Questions and Concerns**: As You prepare Your Bid response, You may have questions or points of clarification around this Solicitation. Any questions or comments about this Invitation for Bid must be sent via e-mail to the buyer listed on the first page "Assigned Buyer" and be received at least **10 Days prior to the Bid Submission Date**. Please include the IFB Bid number (as indicated on the title page) on all communications. Bidders may only communicate with the City through the Assigned Buyer – communication with other City staff could result in disqualification.
4. **Issuing of Addenda**: The City may addend or amend its IFB at any time before the Bid Submission Date. In addition to registering as a Bidder with the City, Bidders can check the "Purchasing Bid Opportunities & Results" page on the City Website for the latest updates ([linked here](#)). Any such amendments shall become a part of the Agreement. You must acknowledge receipt of any Addenda or Amendments by writing in the issued Addenda numbers on Exhibit A – Delivery and Pricing. City may reject any Bid that fails to acknowledge any Addenda or Amendments.
5. **Submission and Receipt of Bids**: The City requires two completed Invitation for Bids: 1 Original and 1 Copy. Each must be clearly labeled on the front sheet indicating "Original" or "Copy." Use the Bidder Checklist to ensure Your Bid includes all required components. If a copy on electronic media is also required, the box below will be checked.

Electronic Copy also required.

**Bids must be received no later than 5:00 PM (CST) on the Bid Submission Date (see first page) and delivered to:**

**City of Tulsa - City Clerk's Office  
175 East 2<sup>nd</sup> Street, Suite 260  
Tulsa Oklahoma 74103**

Bids must be sealed and either mailed or delivered. The package, container, or envelope should contain both of Your completed Bids, the original and the copy. Please use the provided label on the last page of this IFB to clearly write the Bidder's legal name and Bid number on the outside of the package, container, or envelope. No faxed or emailed Bids will be considered.

Bids received after the stated date and time **will not be accepted**. The timestamp clock located at the City Clerk's Office on the second floor of City Hall at 175 East 2nd Street, Suite 260, Tulsa, Oklahoma, 74103 is the City's official bid clock for this IFB. Timeliness of Bid submittals will be determined using only this clock.

**Exceptions to Timeliness Requirement**

The Purchasing Agent, at his/her sole discretion, may make exceptions only for the following reasons:

- City Hall closed for business for part or all of the day on the date the response was due;
- If the Purchasing Agent deems it appropriate due to large-scale disruptions in supply chains and the transportation industry that may have prevented delivery as required;
- If documented weather conditions caused the late delivery. You must provide documentation of such weather to the satisfaction of the Purchasing Agent.

In the event that the Bid submittal is delivered after the time specified and does not meet the exceptions listed above, the Bid will not be accepted and the submittal envelope will not be opened.

The City will not be liable for delays in delivery of Bids to the City due to handling by the U.S. Postal Service, or any other type of delivery service. The City reserves the right to postpone the date and time for submittal of Bids at any time prior to the Bid Opening Date or to delay or reschedule the Bid Opening Date for its own convenience.

The City reserves the right to cancel, revise, or amend this IFB and associated bidding documents up to the time specified for receipt of Bids.

6. **Bid Opening:** All Bid openings are public and take place at 8:30 a.m. Thursday, the day after Bids are due. The Bid openings are held in the City of Tulsa Council Meeting Room, 175 East 2<sup>nd</sup> Street, 2<sup>nd</sup> Floor, Tulsa, Oklahoma.

**IV. BID EVALUATION AND AWARD**

1. **Bid Evaluation:** The Assigned Buyer and departmental staff will work together to determine the winning Bid. Generally speaking, the Bid award will go to the **Lowest Secure Bidder: the Supply or Service that can best meet the City’s needs at the lowest cost.** In addition to price and specifications, the Buyer and departmental staff may also evaluate Bidder history and experience, delivery time, maintenance requirements, and performance data, among other factors.
2. **Bid Rejection or Withdrawal:** The City may reject any or all Bids in whole or in part. Reasons a Bid may be rejected include, but are not limited to the following:
  - A submitted Bid does not contain all the necessary materials, signatures, and/or affidavits (listed on the included checklist);
  - The Bid does not meet specifications and requirements in some material way;
  - The Bidder holds outstanding debt to the City;
  - The Bidder adds additional terms and conditions that modify IFB requirements or attempt to limit Bidder’s liability to the City.

City reserves the right to waive minor deficiencies of specifications, technicalities or informalities in a Bid, provided that the best interest of the City would be served without prejudice to the rights of other Bidders. Bid withdrawal, meanwhile, may only be accomplished by having an Authorized Agent request the withdrawal in person at the City Clerk’s office before the City’s close of business on the Bid Submission Date.

- 3. Bid Award Recommendation and Appeal:** Upon confirming the Bid recommended for selection, the Assigned Buyer will email all participating Bidders a memo announcing the recommended Bid. This email will also share the time, date, and virtual meeting link for the Standard, Specifications, and Award (SSA) committee meeting where the Bid award recommendation will be reviewed.

If approved by SSA, the award recommendation is then sent to the Mayor for the Mayor's final approval. SSA meetings are held Thursdays at 8:30am in the City of Tulsa Council Meeting Room, 175 East 2<sup>nd</sup> Street, 2<sup>nd</sup> Floor, Tulsa, Oklahoma. The meeting will be held on a given Thursday at 8:30 am, depending on when the Bid award has been determined. During this meeting, Bidders who are not recommended for award can issue an appeal and ask that the Bid award be reconsidered. Bidders who are not recommended for award can also email the Assigned Buyer prior to the SSA meeting if they have any questions or concerns regarding the award recommendation.

If/when the Bid award is approved by the SSA committee, the City will make available on the City's Purchasing Website a summary of Bids received generally within 5 working days after the Bid Opening Date. After a Bid award is recommended to the Mayor, a copy of the Bid summary will be available in the City Clerk's Office. Bid results are not provided in response to telephone or email inquiries. All Bid awards are subject to Acceptance by the City.

## V. BID PROCESSING

- Forms, Notice to Proceed, and Irrevocability of Offer:** If the City Accepts Your Bid, You will have ten (10) Days from notification of the Acceptance to provide a completed IRS form W-9. You cannot start work until authorized to do so by the Purchasing Agent or a representative.

Bidder understands and acknowledges that the offer submitted as the Bid is firm and irrevocable from the City's close of business on the Bid Submission Date until the date the City Accepts the Bid or 365 Days after the Bid Opening Date, whichever is earlier.

- Purchase Order Without Contract:** If the successful Bid is less than One Hundred Thousand Dollars (\$100,000), the City, in its sole discretion, may Accept the Bid upon written approval of the Mayor rather than execute the Purchase Agreement. Instead, the City will purchase the Supplies and/or Services by issuing a purchase order. In any event, the terms of this IFB will govern the transaction and be enforceable by the City and Seller.

- Insurance:**

Yes:  No:

Seller and its subcontractors must obtain at Seller's expense and keep in effect so long as City is purchasing Supplies or Services from Seller pursuant to this Bid, policies of insurance in the minimum amounts set forth below and Workers' Compensation and Employer's Liability insurance in the statutory limits required by law.

General Liability: personal injury and property damage, each occurrence	\$1,000,000.00
Automobile Liability: Combined Single Limit (CSL), each occurrence	\$1,000,000.00
Workers' Compensation	(Statutory limits)

**Seller's insurer must be authorized to transact business in the State of Oklahoma.** Seller will have 10 Days after notification that its Bid was Accepted by the City to provide proof of coverage. 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

Seller shall not cause any required insurance policy to be cancelled nor permit it to lapse. Failure of the Seller to comply with the insurance requirements may be deemed a breach of the contract.

- Bonding:** Yes:  No:

- Federal Funding:** Yes:  No:

- References:** Yes:  No:

**ATTACHMENT A**

**Section A – Animal Medication and Drugs:**

Item	Description	Dose/Size	Unit	Annual Qty	Unit Price	Extended Cost	Manufacturer & Item Number
1.	Acepromazine	10mg/ml injection	Bottle/50 ml	10			
2.	Acetylcysteine	200mg/mL	Bottle/30 ml	2			
3.	Acepromazine	10mg/ml injection	Bottle/50 ml	10			
4.	Albon	250 mg tabs	Bottle/500 Tabs	2			
5.	Albon oral susp		Bottle/473 ml	1			
6.	Albon tablets	125mg	100 Tab/Bottle	1			
7.	Amoxicillin	100mg tablets	Bottle/500 Tabs	1			
8.	Amoxicillin	250mg capsules	Bottle/500 Tabs	2			
9.	Amoxicillin	500mg capsules	Bottle/500 Tabs	2			
10.	Amoxicillin for oral suspension,	125ml/5mg	Bottle/100 ml	15			
11.	Antisedan	5mg/ml	Bottle/10 ml	6			
12.	Atropine sulfate injection	1/120 grain	Bottle/100 ml	6			
13.	BNP +HC ophthalmic ointment	1/8 oz	Tube/3.5g	10			
14.	BNP ophthalmic ointment	1/8 oz	Tube/3.5g	20			
15.	Bravecto	All Sizes	Each	200			
16.	Buprenorphine Injection	0.3mg/ml	Box/10-1ml Vials	10			
17.	Butorphanol tartrate	10mg/ml injection (C IV)	Bottle/50 ml	12			
18.	Carprofen, (Rimadyl)	25 mg tablets	Bottles/180 Tabs	4			
19.	Carprofen, (Rimadyl)	75 mg tablets	Bottles/180 Tabs	4			
20.	Carprofen, (Rimadyl)	100 mg tablets	Bottles/180 Tabs	4			
21.	Carprofen, (Rimadyl)	50mg/ml injection	Bottle/20 ml	120			
22.	Cefazolin USP for injection		Vial/1 Gram	10			
23.	Cefpodoxime Generic	200mg tablets	100ct	20			
24.	Cefpodoxime tabs	100 mg	Bottle of 100	2			
25.	Centragard	5.6-16.51lbs		150			
26.	Cephalexin	250mg capsules	Bottles/500 Caps	2			
27.	Cephalexin	500mg capsules	Bottles/500 Caps	2			



TAC 1098F | Animal Medical & Surgical Supplies | Issue Date: January 11, 2024

Item	Description	Dose/Size	Unit	Annual Qty	Unit Price	Extended Cost	Manufacturer & Item Number
28.	Cestex - tapeworm tablet	12.5mg	Bottle/50	1			
29.	Cidofovir Ophthalmic		Tube	1			
30.	Clavamox	62.5mg tabs	Box/210 Tabs	6			
31.	Clavamox	125mg tabs	Box/210 Tabs	6			
32.	Clavamox	250mg tabs	Box/210 Tabs	6			
33.	Clavamox	375mg tab	Box/210 Tabs	6			
34.	Clavamox for oral suspension		15ml Bottle/15 ml	30			
35.	Clindamycin	25 mg capsules	Box/600 Caps	20			
36.	Clindamycin	75 mg capsules	Box/200 Caps	20			
37.	Clindamycin	150 mg capsules	Box/500 Caps	24			
38.	Clindamycin - injectable	150mg/ml	Bottles/6ml	40			
39.	Clindamycin - oral solution	25mg/ml	Bottle/20 ml	5			
40.	Ponazuril suspension	227mg/ml - 120ml		20			
41.	Credelio	All Sizes	Each	5			
42.	Dexamethasone S.P.	4mg/ml injection	Bottle/100 ml	1			
43.	Dexdomitor	.5mg/ml	Bottle/10 ml	12			
44.	Dextrose 50% in water, injection		Bottles/500 ml	3			
45.	Diphenhydramine HCl	50mg/ml injection	Bottle/1 ml	10			
46.	Diroban		5 Vial/Box	2000			
47.	Dopram-v injectable	20 mg/ml	Bottle/20 ml	1			
48.	Doxycycline Hyclate	75mg tabs	Each	3000			
49.	Doxycycline Hyclate	300mg tabs	Each	3000			
50.	Doxycycline suspension	50mg/ml-120ml		3000			
51.	Droncit injectable - dewormer		Bottle/50 ml	20			
52.	Ear mite prep, 0.01% Ivermectin (e.g., Acarexx)	2 ampules/pouch	Box (12pouches/box)	2			
53.	Entyce			2			
54.	Enrofloxacin (Baytril)	22.7mg tablets	Bottle/500 Tabs	5			
55.	Enrofloxacin (Baytril)	68mg tablets	Bottle/250 Tabs	5			

TAC 1098F | Animal Medical & Surgical Supplies | Issue Date: January 11, 2024

Item	Description	Dose/Size	Unit	Annual Qty	Unit Price	Extended Cost	Manufacturer & Item Number
56.	Enrofloxacin (Baytril)	136 mg tablets	Bottle/200 Tabs	5			
57.	Enrofloxacin (Baytril) injection	22.7mg/ml	Bottle/20 ml	15			
58.	Epinephrine 1:1000 injection		Bottle/30 ml	2			
59.	Erythromycin Ophthalmic Solution		3.5-gram Tube	30			
60.	Euthasol Solution C3N		100ml	200			
61.	Famotidine (Pepcid AC)	10mg tablets	Bottle/100 Tabs	2			
62.	Famotidine (Pepcid)	20mg tablets	Bottle/100 Tabs	2			
63.	Famotidine injection	20mg/2ml	Bottle/20ml	12			
64.	Fatal Plus® solution		Bottle/250 ml	240			
65.	FortiFlora packets - canine & feline		Box/30	1			
66.	Gentamicin injectable solution	100mg/ml	Bottle/100 ml	2			
67.	Gabapentin	100 mg cap	Bottle/100 Cap	1			
68.	Gabapentin	400 mg cap	Bottle/500 Cap	1			
69.	Gabapentin	50mg tiny tabs		20			
70.	Glycopyrrolate - injection	4mg/20ml	Bottle/20 ml	2			
71.	Guaifenesin 100mg+dextromethorphan 10mg		Bottle/1000	5			
72.	Heparin sodium	1000 U/ml injection	Bottle/10 ml	20			
73.	Idoxuridine Ophthalmic Solution			50			
74.	Isoflurane anesthetic		Bottle/250 ml	150			
75.	Ivermectin	1.0% injection	Bottle/50 ml	12			
76.	Ketamine HCl injection (C III)	100mg/ml	Bottle/10 ml	1500			
77.	Ketoconazole	200mg tablets	Bottle/100 Tabs	2			
78.	Ketoprofen injection	100mg/ml	Bottle/100 ml	1			
79.	Ketorolac Ophthalmic .5%	10 ml	Bottle	1			
80.	Lactated Ringer's solution	1000ml bag	Box/12 bags	20			
81.	Lidocaine HCl	2% injection	Bottle/100 ml	1			
82.	Meloxicam injection	5mg/ml	Bottle/10 ml	24			
83.	Meloxicam oral suspension	1.5mg/ml	Bottle/15 ml	4			

TAC 1098F | Animal Medical & Surgical Supplies | Issue Date: January 11, 2024

Item	Description	Dose/Size	Unit	Annual Qty	Unit Price	Extended Cost	Manufacturer & Item Number
84.	Methocarbamol	500 mg tab	Bottle/100 Tabs	2			
85.	Methylprednisolone acetate injectable suspension	40 mg/ml	10 ml Vial	4			
86.	Metoclopramide	10mg tablets	Bottle/100 Tabs	1			
87.	Metoclopramide injection	5mg/ml	Bottle/2 ml	25			
88.	Metronidazole	250mg tablets	Bottle/500 tabs	4			
89.	Metronidazole	500mg tablets	Bottle/500 tabs	4			
90.	Miconazole N03 2% cream		Tube/1 oz	20			
91.	Midazolam injectable	5mg/ml	Pack/10 -5ml Vials	12			
92.	Midazolam Injectable	5mg/ml	Pack/10-5ml Vials	1			
93.	Mirtazapine	7.5 mg tab	Bottle/500 Tabs	1			
94.	Mirtazapine topical	7.5mg - 120ml		1			
95.	Mometamax	15g bottle	Box/12 Bottles	4			
96.	Neo-Poly-Dex Ophthalmic Suspension	1%	Bottle/5ml Each	8			
97.	Ondansetron	2mg/ml	Bottle/5ml Each	12			
98.	Orbax	227mg tabs	Bottle/250 Tabs	1			
99.	Orbax	68mg tabs	Bottle/100 Tabs	1			
100.	Orbax oral suspension	30mg/ml	Bottle/20ml	20			
101.	Oseltamivir	75 mg cap	Bottle	1			
102.	OTI Pack-E	3ml	12pk	6			
103.	Otocalm/CleaR Ear Cleaning Solution		Bottle/4 fl oz	2			
104.	Panacur granules	222mg/g	Container/1 Pound	5			
105.	Panacur suspension, 10%	gallon	Bottle/1 Gallon	1			
106.	Penicillin G injection,	300,000 U/ml	Bottle/250 ml	6			
107.	Ponazuril	227mg/ml	60ml Bottle	4			
108.	PPM Tri Worm	Chewable	Each	2000			
109.	Praziquantel	68mg tabs	Each	2000			
110.	Praziquantel (generic for Droncit) injection	56.8mg/ml	Bottle/50 ml	24			

TAC 1098F | Animal Medical & Surgical Supplies | Issue Date: January 11, 2024

Item	Description	Dose/Size	Unit	Annual Qty	Unit Price	Extended Cost	Manufacturer & Item Number
111.	Prednisolone oral solution	15 mg/5 ml	237 ml Bottle	1			
112.	Prednisone	5mg tablets	Bottle/100 Count	5			
113.	Prednisone	20mg tablets	Bottle/100 Count	5			
114.	Proparacaine Ophthalmic	15ml bottle	Bottle	2			
115.	Pyrantel pamoate oral suspension	50mg/ml	Bottle/32 fl oz	12			
116.	Sodium Chloride for injection	0.90%	Bottle/250 ml	24			
117.	Sodium Chloride for injection	0.90%	Case/14 1liter Bags	6			
118.	Sulfamethoxazole/tri methoprim (SMZ/TMP)	480mg tablets	Bottle/100 Tabs	2			
119.	Sulfamethoxazole/tri methoprim (SMZ/TMP)	960mg tablets	Bottle/500 Tabs	2			
120.	Telazol	100mg/ml	5ml Bottle	18			
121.	Temaril-P cough pills	tablet	Bottle/1000 Tabs	2			
122.	Terramycin ophthalmic ointment	1/8 oz		3000			
123.	Terbinafine tablet	250mg	100tab/Bottle	1			
124.	Terbinafine	50mg/ml - 120ml		50			
125.	Tobramycin Ophthalmic Suspension		5 ml Bottle	2000			
126.	Tramadol HCl	50mg tablets	Bottle/1000 tabs	12			
127.	Trazodone	50 mg tab		4			
128.	Trazadone	150mg		4			
129.	Vitamin B complex injection		Bottle/100 ml	10			
130.	Vitamin B12 injection	1000mcg/ml	Bottle/100 ml	10			
131.	Vitamin K1 injection	10mg/ml	Bottle/100 ml	2			
132.	Xylazine, injection	100mg/ml	Box/6 Bottles/50ml	30			
133.	Yohimbine injection	2mg/ml	Bottle/20 ml	4			

**SECTION A: TOTAL COST NOT TO EXCEED:**  
**(All costs must be included, or Your Bid will be disqualified )**

**\$ \_\_\_\_\_**

**Section B – Clinic Supplies:**

Item	Description	Dose/Size	Unit	Annual Qty	Unit Price	Extended Cost	Manufacturer & Item Number
1.	Amber Bottle 2oz			2			
2.	Amber Bottle 4oz			2			
3.	Amber Bottle 6oz			2			
4.	Andis Ceramic Edge Clipper Blades		Size #40	50			
5.	Animal Nail Clippers		Each	3			
6.	Autoclave indicator tape	1/2-inch roll	Rolls	10			
7.	BD EZ scrub 107		Each	360			
8.	Butterfly Catheter		22 Gauge	200			
9.	Cast padding,	2" x 4 yds roll	Bag/24 Rolls	3			
10.	Cast padding,	3" x 4 yds roll	Bag/12 Rolls	3			
11.	Cast padding,	4" x 4 yds roll	Bag/12 Rolls	3			
12.	Catheter, IV	18 g x 1 1/4" (Surflo)	Each	25			
13.	Catheter, IV	20 g x 1 1/4" (Surflo)	Each	75			
14.	Catheter, IV	22 g x 1" (Surflo)	Each	75			
15.	Catheter, IV	24 g x 3/4" (Surflo)	Each	25			
16.	Catheter, urinary, polypropylene, assorted size		Each	6			
17.	Catheter, urinary, Tomcat, closed end		Each	3			
18.	Catheter, urinary, Tomcat, open end		Each	3			
19.	clippers, Oster Golden A5		Each	4			
20.	Cotton balls, medium		Bag/1000	5			
21.	Cotton Tip Applicators			5			
22.	Dip Quick Stain #1 – Stain Solution		500 ml	2			
23.	Dip Quick Stain #2 – Fixative		500 ml	1			
24.	Dip Quick Stain #3		500 ml	1			
25.	Distilled Water		1 gallon	50			
26.	Dressing, non-adhesive (Telfa pad)	3" x 4"	Box/100	3			
27.	Elastic bandage - Vetrapp	2" x	Box/36 Rolls	2			
28.	Elastic bandage - Vetrapp	4" x	Box/18 Rolls	2			
29.	Elastic tape	2" x (e.g., Conform) rolls	Yards	48			
30.	Elastic tape	3" x (e.g., Conform) rolls	Yards	48			
31.	Endo tubes		Each	10			
32.	Endo tubes, 3.0		Each	6			
33.	Endo tubes, 3.5		Each	6			

TAC 1098F | Animal Medical & Surgical Supplies | Issue Date: January 11, 2024

Item	Description	Dose/Size	Unit	Annual Qty	Unit Price	Extended Cost	Manufacturer & Item Number
34.	Endo tubes, 4.0		Each	6			
35.	Endo tubes, 4.5		Each	6			
36.	Endo tubes, 5.0		Each	6			
37.	Endo tubes, 5.5		Each	6			
38.	Endo tubes, 6.0		Each	6			
39.	Endo tubes, 6.5		Each	6			
40.	Endo tubes, 7.0		Each	6			
41.	Endo tubes, 7.5		Each	6			
42.	Endo tubes, 8.0		Each	6			
43.	Endo tubes, 8.5		Each	6			
44.	Endo tubes, 9.0		Each	6			
45.	Endo tubes, 9.5		Each	6			
46.	Fecatector Kit	50ct		20			
47.	Feliway dispenser		Each	4			
48.	Feliway refill 48ml	48 ml	Each	24			
49.	Gauze sponges, nonsterile	4"x4", 12 ply	Pack, (200/pack)	100			
50.	Gloves, exam, latex large		Box/100	40			
51.	Gloves, exam, latex medium		Box/100	40			
52.	Gloves, exam, latex small		Box/100	25			
53.	Heartworm Tests			3000			
54.	Hemostat, 3 ½ in			5			
55.	Hydrogen peroxide 2%		Bottle/1 Gallon	6			
56.	Infusion set, 15 drops/ml, 72" (e.g., Venoset)		Sets	70			
57.	Injection plug for IV catheter		Box	4			
58.	Jackson Non re-breather circuit			3			
59.	Kool lube clipper spray		Can	2			
60.	Kwik stop styptic powder		Bottle/14 g	2			
61.	Lavender tops		1ml	5			
62.	Lubricant, sterile jelly		Tube/4.25 oz	24			
63.	Metronidazole suspension	100mg/ml	Bottle/120mg	5			
64.	Microscope cover slips, 22 x 22mm		Box/100 slips	8			
65.	Microscope slides, non-frosted 1" x 3"		Boxes/72 count	6			
66.	Needles for injection, 16 g x 1		Box/100	10			
67.	Needles for injection, 18 g x 1		Box/100	100			
68.	Needles for injection, 20 g x 1 1/2		Box/100	100			

TAC 1098F | Animal Medical & Surgical Supplies | Issue Date: January 11, 2024

Item	Description	Dose/Size	Unit	Annual Qty	Unit Price	Extended Cost	Manufacturer & Item Number
69.	Needles for injection, 20 g x 1"		Box/100	150			
70.	Needles for injection, 22 g x 1 1/2"		Box/100	300			
71.	Needles for injection, 22 g x 1"		Box/100	300			
72.	Needles for injection, 25 g x 5/8"		Box/100	300			
73.	Pediatric rebreather circuit			6			
74.	Pill vials	6 Dram W/Childproof cap	Each	5,700			
75.	Pill vials	13 Dram W/Childproof cap	Each	600			
76.	Pill vials	30 Dram W/Childproof cap	Each	960			
77.	Precise Staple Guns		Each	1			
78.	Q-tips	1,000/Box	Box	50			
79.	Rebreathing Circuit, adult			6			
80.	Red tops		1ml	5			
81.	Regular Lavender Tops			2			
82.	Regular Red Tops			2			
83.	Rubbing alcohol (70% isopropyl)		Bottle/32 fl oz	30			
84.	Silver Sulfadiazine sticks			5			
85.	Sharps container, 8 Qt		Each	36			
86.	Specific gravity meter (for urine, serum, etc.)		Each	1			
87.	Splint form for Thomas splints		Each	6			
88.	Splint: Mason meta splint, large		Each	6			
89.	Splint: Mason meta splint, medium		Each	6			
90.	Splint: Mason meta splint, small		Each	6			
91.	Spoon Splint	Small		5			
92.	Spoon Splint	Medium		5			
93.	Spoon Splint	Large		5			
94.	Staple Removals			2			
95.	Sterilization pouches	5.25x10		5			
96.	Sterile Vials		30ml	5			
97.	Stretch gauze bandage	2" (Conform)	Yards	96			
98.	Stretch gauze bandage	3" (Conform)	Yards	96			
99.	Stretch gauze bandage	4" (Conform)	Yards	96			

TAC 1098F | Animal Medical & Surgical Supplies | Issue Date: January 11, 2024

Item	Description	Dose/Size	Unit	Annual Qty	Unit Price	Extended Cost	Manufacturer & Item Number
100.	Surgery Drapes	20 inches		10			
101.	Surgery drapes disposable			2			
102.	Surgery gowns			5			
103.	Syringe, 0.5cc (low dose insulin, U100)		Each	2,000			
104.	Syringe, 3ml Oral		Box	20			
105.	Syringe 3ml 22g 3/4in needle with Luerlock		Box	300			
106.	Syringe, 12cc w/o needle		Each	1,920			
107.	Syringe, 12ml oral		Each	800			
108.	Syringe, 1cc w/25g x 5/8" needle		Each	30,000			
109.	Syringe, 1ml oral w/o needle		Each	2,000			
110.	Syringe, 20cc w/o needle		Each	960			
111.	Syringe, 35cc w/o needle, reg tip		Each	300			
112.	Syringe, 3cc oral		Each	1,500			
113.	Syringe, 3cc w/22g x 1" needle, Luerlock		Each	60,000			
114.	Syringe, 60cc w/o needle		Each	30			
115.	Syringe, 6cc w/o needle		Each	1,200			
116.	Syringe, 6ml oral		Each	1,500			
117.	Syringe, 10cc w/o needle		Each	1000			
118.	T-connectors			20			
119.	Tape, porous, 1" adhesive, 10 yd roll		Box/12 Rolls	6			
120.	Tape, porous, 2" adhesive, 10 yd roll		Box/6 Rolls	2			
121.	Tongue depressor blades, 6"		Each	6,000			
122.	Trifectant disinfectant	50 x .18oz tablets	Bottle/9oz	20			
123.	Trifectant disinfectant	Powder	Bucket/Gallon	4			
124.	Vetbond surgical adhesive, or generic		Bottle/3 ml	24			
125.	Water, sterile, for injection		Bottle/250 ml	12			
126.	Water, sterile, for injection		Bottle/50 ml	6			
127.	Fecal solution for floatation		Bottle/Gallon	2			

**SECTION B: TOTAL COST NOT TO EXCEED:**  
**(All costs must be included, or Your Bid will be disqualified )**

**\$ \_\_\_\_\_**



**Section C – Animal Surgical Supplies:**

Item	Description	Dose/Size	Unit	Annual Qty	Unit Price	Extended Price	Manufacturer & Item Number
1.	Avagard Waterless Surgical Prep and Personal Hand Antiseptic	500 ml	Each	10			
2.	Breathing Bag	0.5-liter latex	Each	5			
3.	Breathing Bag	3.0-liter latex	Each	5			
4.	Breathing Bag	2.0 liter	Each	6			
5.	Breathing Bag	1.0 liter	Each	6			
6.	Chlorhexidine 2% Solution		Bottle/1 Gallon	24			
7.	F/Air Canisters			30			
8.	Fecal Loop			2			
9.	Fenestrated Drape 4" hole			30			
10.	Gloves, Surgeon's, Latex 6 1/2, Sterile Pair (Triflex)		Box/100 Pairs	80			
11.	Gloves, Surgeon's, Latex 7, Sterile Pair (Triflex)		Box/100 Pairs	70			
12.	Gloves, Surgeon's, latex 7 1/2, Sterile Pair (Triflex)		Box/100 Pairs	70			
13.	Muzzles	Small	Each	2			
14.	Muzzles	Medium	Each	2			
15.	Muzzles	Large	Each	2			
16.	Muzzles	Extra Large	Each	2			
17.	PDSuperior™ (PDO) 3/0 Tapered Sutures						
18.	PDSuperior™ (PDO) 3/4 Reverse Cutting Needle, Monofilament Absorbable	Size 0 / 26mm	12 Suture Packets	20			
19.	PDSuperior™ (PDO) 3/8 Reverse Cutting, Monofilament Absorbable	Size 4-0 / 24mm	12 Suture Packets	20			
20.	PDSuperior™ (PDO) 3/8 Reverse Cutting Needle, Monofilament Absorbable	Size 2-0 / 24mm	12 Suture Packets	75			
21.	PDSuperior™ (PDO) 3/8 Reverse Cutting Needle, Monofilament Absorbable	Size 3-0 / 24mm	12 Suture Packets	75			
22.	Scalpel Blade, #10 BP		Box/100 count	24			

TAC 1098F | Animal Medical & Surgical Supplies | Issue Date: January 11, 2024

Item	Description	Dose/Size	Unit	Annual Qty	Unit Price	Extended Price	Manufacturer & Item Number
23.	Scalpel Blade, #15 BP		Box/100 count	24			
24.	Scalpel Blades - Carbon Steel - #12			1			
25.	Scalpel Blades - Carbon Steel - #15			1			
26.	Shoe Covers, Non-Skid		Box/100	18			
27.	Soda lime, CO2 Absorber		Each	50			
28.	Surgical Instrument Lubricant		Bottle/1 Gallon	4			
29.	Tattoo Ink, Paste		Tube/4oz	4			
30.	Vicryl 0,1		Pack/12	1			
31.	Vicryl Suture W/Swaged needle, 2-0		Pack/12	1			
32.	Vicryl Suture W/Swaged needle, 3-0		Pack/12	1			

**SECTION C: TOTAL COST NOT TO EXCEED:**  
 (All costs must be included, or Your Bid will be disqualified )

\$ \_\_\_\_\_

**Section D – Animal Vaccines:**

Item	Description	Dose/Size	Unit	Annual Qty	Unit Price	Extended Price	Manufacturer & Item Number
1.	Bordetella/PI3 Intranasal Vaccine		Trays (25/Tray)	120			
2.	Bordetella- Oral			60			
3.	Broncacine Injectable - Bordetella Vaccine		Tray/50	60			
4.	Canine DAPPV Vaccine		25/Tray	200			
5.	FVR, C, P vaccine (Feline 3-way, Adult)		Box/25	120			
6.	Rabies Vaccine		50 Vial/Tray	100			
7.	Rabies Vaccine, 1 year, Killed (Canine/Feline)	10ml/vial	5 Vials/Box	80			

**SECTION D: TOTAL COST NOT TO EXCEED:**  
 (All costs must be included, or Your Bid will be disqualified)

\$ \_\_\_\_\_

**Section E – Other Treatments:**

Item	Description	Dose/Size	Unit	Annual Qty	Unit Price	Extended Price	Manufacturer & Item Number
1.	Capstar, blue - 6 tablets per card	11.4 mg tabs	Box/10 Cards	2			
2.	Capstar, green - 6 tablets per card	57 mg tabs	Box/10 Cards	2			

TAC 1098F | Animal Medical & Surgical Supplies | Issue Date: January 11, 2024

3.	Iverhart Max 12.1-25 lbs.	6 tabs/box	Case/10 Boxes	20			
4.	Iverhart Max 25.1-50 lbs.	6 tabs/box	Case/10 Boxes	20			
5.	Iverhart Max 50.1-100 lbs.	6 tabs/box	Case/10 Boxes	20			
6.	Iverhart Max 6-12 lbs	6 tabs/box	Case/10 Boxes	20			
7.	Miconachora hex shampoo			5			
8.	LimePlus Dip	Lime Sulfur	1 Gallon	3			
9.	Idexx Canine parvovirus ELISA, snap test	5/box	Box	100			
10.	Fecal Cups	50/box	Box	30			
11.	Feline FIV/FelV ELISA,	30/tray	Tray	120			
12.	FelV/FIV tests			2000			
13.	Para Defense Over 55 lbs. (Generic Advantage)	4x4 dose/box	6 Box/Case	100			
14.	Pill Pockets			10			
15.	Revolution 85.1-130 lbs	3 ml/tube 6 tubes/box	10 Box/Case	20			
16.	Urine Test Strips (e.g. Diascreen 10)	100 strip/box	Box	1			
17.	Witness FelV test	10/box	Box	20			

**SECTION E: TOTAL COST NOT TO EXCEED:**  
**(All costs must be included, or Your Bid will be disqualified)** \$ \_\_\_\_\_

## EXHIBIT A – DELIVERY AND PRICING

**Bidder’s Legal Name:** \_\_\_\_\_  
 (Must be Bidder’s company name as reflected on its organizational documents, filed with the state in which Bidder is organized)

**Delivery:** If Your Bid is Accepted, state the number of Days You need to deliver the Supplies and/or to begin providing Services: \_\_\_\_\_

You must be able to deliver the Supplies and/or Services as specified in Your Bid. Failure to do so may result in City terminating the Agreement and pursuing collection under any performance bond, as well as seeking any other damages to which it may be entitled in law or in equity.

**Pricing:**

**SECTION 1:**

ATTACHMENT A: SECTION A – E	TOTALS FROM ATTACHMENT A: SECTION A - E
Section A – Animal Medication and Drugs	\$
Section B – Clinic Supplies	\$
Section C – Animal Surgical Supplies	\$
Section D – Animal Vaccines	\$
Section E – Other Treatments	\$
<b>TOTAL COST NOT TO EXCEED: (All costs must be included or Your Bid will be disqualified )</b>	\$ _____

**SECTION 2:**

Price adjustment for items not listed in Attachment A	% Discount
Animal Medication and Drugs Not Listed	%
Clinic Supplies Not Listed	%
Animal Surgical Supplies Not Listed	%
Animal Vaccines Not Listed	%
Other Treatments Not Listed	%

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





## PURCHASE AGREEMENT

(Page 1 of 5)

**INSTRUCTIONS:** Bidder must properly sign and return this document or Bid may be **rejected**. Your signature on this document indicates You have read and understand these terms and conditions and agree to be bound by them.

**THIS PURCHASE AGREEMENT** is between the CITY OF TULSA, OKLAHOMA, a municipal corporation, 175 East 2<sup>nd</sup> Street, Tulsa, Oklahoma, 74103-3827 (the "City") and:

(Bidder's company name as reflected on its organizational documents filed with the state in which Bidder is organized; not simply DBA and address) (the "Seller").

### WITNESSETH:

WHEREAS, the City has approved certain specifications and advertised for or solicited Bids on the following supplies or services:

### TAC 1098F Animal Medical & Surgical Supplies

(the "Supplies and/or Services").

WHEREAS, Seller submitted a Bid and desires to provide the Supplies and/or Services to City;

WHEREAS, Seller acknowledges that its signature on this Purchase Agreement constitutes an irrevocable offer to provide the Supplies and/or Services specified in the Agreement and that if Accepted by the City's Mayor, this document will become the contract for such Supplies and/or Services.

NOW, THEREFORE, for and in consideration of the terms, covenants and conditions hereinafter set forth, the parties hereto agree as follows:

#### 1. Definitions.

- 1.1. **"Acceptance" or "Accepts"** with respect to a Bid means either (1) City's execution of the Purchase Agreement, or (2) Mayor's written approval of the Bid award recommendation and issuance of a purchase order on behalf of the City if the purchase is for an amount less than One Hundred Thousand Dollars (\$100,000) and the City determines it is in its best interests.
- 1.2. **"Acceptance"** with respect to delivery of the Supplies and/or Services shall mean City's written acknowledgment that Seller has satisfactorily provided such Supplies and/or Services as required.
- 1.3. **"Addenda" "Addendum" or Amendment(s)"** means a clarification, revision, addition, or deletion to the Invitation for Bid by City which will become a part of the agreement between the parties.
- 1.4. **"Agreement"** consists of the Invitation for Bid and the Purchase Agreement.
- 1.5. **"Bid Opening Date"** means the date the Bid is opened by the City.
- 1.6. **"Bid Submission Date"** means the date the Bid is due from Bidder to the City.
- 1.7. **"City"** means the City of Tulsa, Oklahoma.
- 1.8. **"Days"** means calendar days unless otherwise specified.
- 1.9. **"Invitation for Bid" or "IFB"** consists of the following documents: Cover page, Sections I-V, Exhibit A – Delivery and Pricing, Affidavit(s), Purchase Agreement, and Bidder Checklist.
- 1.10. **"Primary Seller"** means the Seller whose Bid City Accepts as the principal seller of the Supplies and/or Services required.
- 1.11. **"Purchasing Ordinance"** means Tulsa Revised Ordinances, Title 6, Chapter 4 et seq.
- 1.12. **"Secondary Seller"** means the Seller whose Bid City Accepts as a back-up seller in the event the Primary Seller is unable to provide all the Supplies and/or Services.
- 1.13. **"Seller"** means the Bidder whose Bid City Accepts.
- 1.14. **"Specifications"** means the technical and/or performance requirements for the Supplies or Services.
- 1.15. **"You" or "Your"** means the Bidder responding to this Invitation for Bid or the Seller whose Bid the City Accepts.
- 1.16. **"Website"** means the City of Tulsa's website for the Purchasing Division: [www.cityoftulsa.org/purchasing](http://www.cityoftulsa.org/purchasing)

2. **Order of Precedence.** Capitalized terms used but not defined herein will have the respective meanings given to them in the Purchasing Ordinance. In the event of conflicting or ambiguous language between this Purchase Agreement, any of the other Agreement documents, and additional information submitted by the Seller and Accepted by City, the parties shall be governed first according to this Purchase Agreement, second according to the remainder of the documents included in the Agreement and third according to any additional information submitted by Seller and Accepted by City.

3. **Purchase and Sale.** Seller agrees to sell City the Supplies and/or Services for the price and upon the delivery terms set forth on Exhibit A – Delivery and Pricing. City agrees to pay Seller the price as set forth in Exhibit A based on (a) the quantity actually purchased in the case of Supplies and/or Services priced by unit, or (b) the total price for a stated quantity of Supplies and/or Services, upon (i) delivery of the Supplies and/or Services to the City, (ii) the City's Acceptance thereof, and (iii) Seller's submission and City's approval of a verified claim for the amount due. City shall not pay any late charges or fees.

## PURCHASE AGREEMENT

(Page 2 of 5)

4. **Term.** The term of the Agreement begins on the date the Mayor/Mayor Pro Tem of the City of Tulsa executes this Purchase Agreement and terminates one year from that date. City in its sole discretion may offer Seller an opportunity to renew this Agreement up to an additional four (4) one (1) year term(s). Seller understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Agreement. City's continuing purchase of the Supplies and/or 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 City purchases Supplies and/or Services. In the event City does not appropriate or budget sufficient funds to perform this Agreement, this Agreement is null and void without further action by City.

The City may extend the Agreement for ninety (90) days beyond a final renewal term at the price and upon the delivery terms set forth on Exhibit A – Delivery and Pricing. The City, at its sole option and to the extent allowable by law, may choose to exercise subsequent ninety (90) day extensions upon the price and upon the delivery terms set forth on Exhibit A – Delivery and Pricing to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Seller.

5. **Supplies Warranty.** With respect to all Supplies to be delivered under this Agreement, Seller warrants to City that such Supplies will be of good materials and workmanship and free from defects and will conform to the Specifications provided by City. In addition, Seller shall assure that the Supplies purchased hereunder are covered by all available and applicable manufacturers' warranties for such Supplies and expressly agrees that it will be responsible for performing all warranty obligations set forth in the Specifications for the Supplies.
6. **Services Warranty.** With respect to all Services to be performed under this Agreement, Seller warrants that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and in accordance with the Specifications provided by City.
7. **Warranty Period.** Seller agrees that all warranties set forth herein will remain in effect for a period of one (1) year from the date City Accepts the Supplies and/or Services, or as specified in the Specifications, whichever is later. Seller shall not disclaim or otherwise limit the express warranties set forth herein.
8. **Warranty Remedies.** City shall notify Seller if any of the Supplies and/or Services fails to meet the warranties set forth above. If the failure is with Supplies, then Seller shall promptly correct, repair or replace such Supplies at its sole expense and/or if the failure is with a Service, then Seller shall promptly reperform such Service at Seller's sole expense. Notwithstanding the foregoing, if City determines that such Supplies and/or Services are defective or non-conforming within the first thirty (30) Days after the date of Acceptance by City, then Seller at City's option shall refund the entire purchase price, and, in the case of Supplies, City shall promptly return such Supplies to Seller. Seller shall pay all expenses related to the return of such Supplies to Seller.
9. **Rejection, Seller Bears Risk.** All Supplies and Services purchased in the Agreement are subject to approval by the City. Rejection of Supplies or Services, resulting because of nonconformity to the terms, conditions, and Specifications of this Agreement, whether held by the City or returned, will be at Seller's risk and expense. Seller shall bear the risk of loss or damage at all times until the Acceptance of the Supplies or Services by City.
10. **Force Majeure.** Seller will not be responsible for delays in delivery of the Supplies or Services due to acts of God, government action or inaction, fire, war, or riot, provided Seller notifies the City immediately, in writing of such pending or actual delay. Normally, in the event of any such delays (acts of God, etc.) the date of delivery of the Supplies or Services will be extended for a period equal to the time lost due to the reason for delay.
11. **Conflict of Interest.** By signing this Purchase Agreement, Seller covenants that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire an interest that conflicts in any manner or degree with the Supplies or Services required to be provided or performed under the Agreement. Furthermore, Seller shall not employ any person or agent having any such conflict of interest. In the event that the Seller or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such interest to the City and take action immediately to eliminate the conflict or to withdraw from this contract, as the City requests.
12. **No Indemnification 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 material breach of this Agreement. City reserves the right to pursue all legal and equitable remedies to which it may be entitled.
13. **Liability/Indemnification.** Seller shall hold City harmless for any loss, damage or claims arising from or related to its performance of the Agreement. Seller must exercise all reasonable and customary precautions to prevent any harm or loss to all persons and property related to the 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 Supplies, Services, labor, or materials furnished by Seller or Seller's subcontractors under this Agreement. In addition, Seller agrees to indemnify, defend, and save harmless City and its officers, employees and agents from all suits and actions of any nature brought against them due to the use of patented appliances, products or processes provided by Seller hereunder. Seller shall pay all royalties and charges incident to such patents.



## PURCHASE AGREEMENT

(Page 3 of 5)

14. **No liens.** Pursuant to City's Charter (Art. XII, §5), no lien of any kind shall exist against any property of City. Seller shall deliver all Supplies to City free and clear of liens. Delivery by Seller to City of Supplies which are subject to liens shall be a material breach of the Agreement and all damages and costs incurred by City because of the existence of such liens shall be paid to City by Seller. At City's option, City may return such Supplies to Seller and Seller shall pay the cost of returning such Supplies and reimburse City for any payments made for such Supplies.
15. **No Insurance by City.** If City is leasing Supplies herein, City shall not be required to obtain insurance for Seller's property. Seller shall be solely responsible for any insurance it deems necessary. City is self-insured for its own negligence, subject to the limits of the Governmental Tort Claims Act (51 O.S. § 151 et seq.).
16. **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 this Agreement or other information provided by Seller pursuant to this Agreement that would be inconsistent with City's compliance with its statutory requirements thereunder.
17. **Compliance with Laws.** Seller shall comply, and ensure its subcontractors used in the performance of this Agreement comply with all applicable federal, state and local laws, regulations and standards. Seller is responsible for any costs of such compliance. Seller certifies that it and all 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. 1312 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).
18. **Termination.** City, by written notice, may terminate this Agreement, in whole or in part, when such action is in the best interest of City. If City terminates this Agreement, City shall be liable only for payment for Supplies accepted and Services rendered prior to the effective date of termination. City's right to terminate this Agreement is cumulative to any other rights and remedies provided by law or by this Agreement.
19. **Payment.** Invoices should be e-mailed to the City of Tulsa – Accounts Payable at: [apinvoices@cityoftulsa.org](mailto:apinvoices@cityoftulsa.org). Payment will be made net 30 days after receipt of a properly submitted invoice or the City's Acceptance of the Supplies or Services, whichever is later.

Each invoice must be fully itemized, identifying Supplies provided and/or Services performed, and must bear the purchase order number assigned by the City.

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

20. **Price Changes.** The parties understand and agree that the variables in Seller's cost of performance may fluctuate, but any change in Seller's cost of performance will not alter its obligations under this Agreement, nor excuse performance or delay on Seller's part. Notwithstanding the foregoing, after the first year of the term, the Seller may request a price increase in addition to any other price increase set forth in this Agreement. In its sole discretion, the City may approve the request if it determines that such price increase is in the City's best interest.
21. **Right to Audit.** Seller agrees that Seller's books, records, documents, accounting procedures, practices, price lists or any other items related to the Supplies and/or Services provided hereunder are subject to inspection, examination, and copying by City or its designees. City requires Seller to retain all records related to this Agreement for the duration of the term of this Agreement and a period of three years following completion and/or termination of the Agreement. If an audit, litigation or other action involving such records begins before the end of the three-year period, Seller shall maintain the records three years after 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.
22. **Notice.** Any notice, demand, or request required by or made pursuant to this Agreement will be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the following:

To Seller:

To CITY:

Contact for Legal Notice as specified on Exhibit A – Delivery and Pricing form.  
City Clerk  
CITY OF TULSA, OKLAHOMA  
175 E. 2<sup>nd</sup> Street, Suite 260  
Tulsa, Oklahoma 74103

With a copy to:

Tulsa Purchasing Division  
175 E. 2<sup>nd</sup> Street, 15<sup>th</sup> Floor  
Tulsa, OK 74103

23. **Relationship of Parties.** The Seller is and shall always remain an independent contractor with respect to activities and conduct while engaged in the performance of services for the City under this Agreement. No employees, subcontractors or agents of the Seller will be deemed to be employees of the City for any purpose whatsoever, and none will be eligible to participate in any benefit program provided by the City for its employees. The Seller shall be solely responsible for the payment of all employee wages and

## PURCHASE AGREEMENT

(Page 4 of 5)

salaries, taxes, withholding payments, fringe benefits, insurance premiums, continuing education courses, materials or related expenses on behalf of its employees, subcontractors, and agents. Nothing in this Agreement will be construed to create a partnership, joint venture, or agency relationship among the parties. No party will have any right, power or authority to act as a legal representative of another party, and no party will have any power to obligate or bind another party, or to make any representations, express or implied, on behalf of or in the name of the other in any manner or for any purpose whatsoever.

24. **Third Parties.** This Agreement is between City and Seller and creates no right unto or duties to any other person. No person is or will be deemed a third-party beneficiary of this Agreement.
25. **Time of Essence.** City and Seller agree that time is deemed to be of the essence with respect to this Agreement. The Agreement is subject to cancellation by the City for Seller's failure to deliver on time. All deliveries are required F.O.B to the City's facilities. For any exception to the delivery date specified in the Agreement, Seller shall give prior written notification and obtain written approval from the City. The Acceptance by the City of later performance with or without objection or reservation shall neither waive the City's right to claim damages for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Seller.
26. **Binding Effect.** This Agreement shall be binding upon City and Seller and their respective successors, heirs, legal representatives and permitted assigns.
27. **Headings.** The headings used herein are for convenience only and will not be used in interpreting this Agreement
28. **Severability Provision.** If any term or provision herein is determined to be illegal or unenforceable, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible to be legal, valid and enforceable.
29. **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. City does not and will not agree to binding arbitration of any disputes.
30. **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.
31. **Entire Agreement.** The entire agreement between City and Seller is contained in the Agreement. No verbal agreement between the parties is binding. Any scope of services, scope of work, quote, invoice, acknowledgment or other communication or other document issued by Seller in connection with this Agreement will be for the purposes of describing in greater detail the Supplies and/or Services (as applicable) to be provided. Seller's rejection or modification of the terms set forth in the City's IFB is void and of no effect, unless any such modification improves upon the City's terms or Specifications, in which case the improvement is accepted. Seller understands and acknowledges that if it adds terms and conditions to its Bid that are different from the terms set forth herein that City may reject the Bid as non-responsive.
32. **Amendment/No Assignment.** The Agreement may only be modified or amended in a writing signed by both parties. Notwithstanding anything to the contrary stated herein or in the attachments to this Agreement, no future agreements, revisions or modifications that may be required under this Agreement are effective or enforceable unless such terms, revisions or modifications have been reduced to writing and signed by City and Seller. Seller may not assign this Agreement or use subcontractors to provide the Supplies and/or Services without City's prior written consent. Seller shall not be entitled to any claim for extras of any kind or nature.
33. **Multiple Counterparts.** This Purchase Agreement may be executed in several counterparts, each of which will be deemed an original, but which together will constitute one and the same instrument.
34. **Interpretive Matters and Definitions.** The following interpretive matters shall be applicable to this Agreement:
  - 34.1. Unless the context otherwise requires: (a) all references to Sections are to Sections of or to this Agreement; (b) each term defined in this Agreement has the meaning assigned to it; (c) "or" is disjunctive but not necessarily exclusive; (d) words in a singular include the plural and vice versa. All references to "\$" or to dollar amounts shall be in lawful currency of the United States of America;
  - 34.2. No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof or thereof;
  - 34.3. Any reference to any applicable laws will be deemed to include all rules and regulations promulgated thereunder and judicial interpretations thereof, unless the context requires otherwise;

## PURCHASE AGREEMENT

(Page 5 of 5)

- 34.4. The word "including" means "including, without limitation" and does not limit the preceding words or terms; and
- 34.5. All words used in this Agreement will be construed to be of such gender, number or tense as circumstances require.
35. **Equal Employment Opportunity.** Seller agrees to comply with all applicable laws regarding equal employment opportunity and nondiscrimination.
36. **Authority to Bind.** The undersigned individual states that s/he has authority to bind Seller to this Agreement, that s/he has read and understands the terms of this Agreement, and that Seller agrees to be bound by this Agreement.

**IMPORTANT NOTE: This document must be signed by an Authorized Agent. FAILURE TO SUBMIT PROPERLY AUTHORIZED SIGNATURE MAY RESULT IN YOUR BID BEING REJECTED AS NONRESPONSIVE.**

IN WITNESS WHEREOF, this Agreement has been executed in multiple copies on the dates set forth below to be effective during the period recited above.

Seller Company Name: \_\_\_\_\_

**Sign Here ►** \_\_\_\_\_

ATTEST:

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

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

\_\_\_\_\_  
Corporate Secretary

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

**CITY OF TULSA, OKLAHOMA,  
a municipal corporation,**

ATTEST:

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

Mayor

\_\_\_\_\_  
City Clerk

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

APPROVED:

\_\_\_\_\_  
Assistant City Attorney

## BIDDER CHECKLIST

Use this checklist to ensure You have properly read and completed **all** documents listed below. This document (the IFB) contains all the following materials, which must be completed and returned to the City of Tulsa City Clerk’s Office in a mailed envelope with the affixed packing label (found on the last page). Each of these documents will form the resulting Agreement between the City and Seller.

Remember: Bids must be sealed and either mailed or delivered. Please use the provided label to clearly write the Bidder legal name and Bid number on the outside of the package, container, or envelope. The package, container, or envelope should contain both of Your completed Bids, the original and the copy. No faxed or emailed Bids will be considered. Unless otherwise stated herein, Bids received after the stated date and time **will not be accepted**.

Bidder’s Name: \_\_\_\_\_

<b>BIDDER CHECKLIST</b>		
<b>BIDDER DOCUMENTS</b>	<b>PAGES</b>	<b>INCLUDED?</b>
Notice of Invitation for Bid (Cover page and Sections I-IV)	1-2, 4-6	
Specifications	3-4	
Certificate(s) of Insurance	7	
References (if applicable)	7	
Attachment A	8-19	
EXHIBIT A: Delivery and Pricing	20-21	
Affidavits <i>Signatures of Authorized Agent and notarization required</i>	22	
Purchase Agreement <i>Complete legal name in first paragraph and signature block. Signature by Authorized Agent required.</i>	23-27	

## PACKING LABEL

### Top Left of Label

**FROM: [Name]**

[Bidder's legal 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

### **Bidder Submission For:**

BID# TAC 1098F

BID DESCRIPTION: Animal Medical & Surgical Supplies

Please affix this label on the package, container, or envelope containing Your two completed Bids: one labeled "Original," the other labeled "Copy." We recommend that both Bids (original and copy) be sent in the same envelope.

This label ensures that Your Bid will be sent to the correct office (City Clerk's) and that it is associated with the correct Solicitation (indicated by the Bid number). Bids must be sealed and either mailed or delivered to the City Clerk's Office. Bids must also be received no later than 5:00 PM (CST) on date listed on the first page of the IFB.