

# Invitation for Bid (IFB)

TAC 577G

**Supplies or Services Requested:** Laboratory Services

**Department:** Human Resources

**NIGP Commodity Code(s):** 948-55

## Solicitation Schedule

EVENT	DATE
IFB Issue Date	01/31/2025
Pre-Bid Conference <i>Location</i>	No Pre-Bid Conference
Deadline for Questions <i>Submitted to assigned buyer via email.</i>	02/10/2025 <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>	02/19/2025

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

Samantha J. Toothaker, Senior Buyer | [stoothaker@cityoftulsa.org](mailto:stoothaker@cityoftulsa.org)  
*All questions should be emailed with TAC 577G 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.***



## I. STATEMENT OF PURPOSE:

### 1. Overview and Goals

The goal of this solicitation is to secure a source to provide Laboratory Services for use by the City Medical division of the Human Resource Department of the City of Tulsa.

### 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-VI) 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, 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. (See IFB Section VI for sample of a Certificate of Secretary Document)
- **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. (See Section VI for sample of a Consent of Members Document)

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 of Tulsa is requesting Bids for Laboratory Services for the City Medical division of the Human Resources Department.

#### **Background**

The Seller must furnish testing services and report results to the City Medical division which provides medical services, such as physical exams, OSHA testing, and drug/alcohol testing for City employees. All services performed for City Medical are paid for by City of Tulsa; City employees are not billed for these services. All laboratory reports should be securely electronically transferred into the City's occupational software. We are currently using Nextgen electronic medical record system and have a bi-directional interface for orders and results. Laboratory information will be used to direct confidential individual patient care, epidemiological surveillance for occupational diseases, monitor selected laboratory data for specialized health promotion programs, and aggregate laboratory information will be used for reporting purposes to the City of Tulsa.

#### **Seller Qualifications**

Sellers must be fully accredited by the Commission on Inspection and Accreditation of Laboratories (CLIA) of the College of American Pathologists (CAP). The lab should be licensed to operate in interstate commerce by the Centers for Disease Control of the Department of Health and Human Services and licensed by the Federal Nuclear Regulatory commission for radioimmunoassays.

**Accreditation Certificates must be submitted with Bid Packet.**

#### **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. All unloading shall be the responsibility of the Seller and/or shipping entity.

### 2. Specifications

The Seller shall provide the following services:

1. Two accounts which are billed separately: City Medical and Worker's Compensation.
2. Seller shall provide both daily courier and stat courier services to City Medical's primary location. **Stat would be a pickup within 2 hours of the collection.**
3. Seller shall provide stat courier services to pick up locations in addition to City Medical on an as-needed-as-requested basis when lab specimen processing is paramount for timely medical treatment.
4. Seller shall provide laboratory specimen collection supplies for all lab work.
5. Seller shall provide consultations with a board-certified pathologist on an on-call basis 24 hours a day 365 days a year.
6. **Seller shall provide with the bid packet, three copies of their Directory of Services.**
7. Workers Compensation prices per most current Medical Fee Schedule found at <https://www.wcc.ok.gov/medical>, for tests ordered on an as needed basis. This would be for work related injuries only.

### 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.

***Attendance Requirement***

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

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**

1. **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.

2. **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.

3. **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:

- A. Your name
- B. Insurer's name and address
- C. Policy number
- D. Liability coverage and amounts
- E. Commencement and expiration dates
- F. Signature of authorized agent of insurer
- G. 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.

4. **Bonding:** Yes:  No:

5. **Federal Funding Involved:** Yes:  No:

6. **References Required:** Yes:  No:

If yes, number of references required: 3

For each reference, the following information must be included: Company Name, Contact Name, Full Mailing Address, Phone Number, E-Mail Address, and the supplies or services provided.

Company Name:	_____
Contact Name:	_____
Address:	_____
Phone Number:	(     ) _____
Email Address:	_____
Description of	_____
Supplies/Services Provided:	_____
Company Name:	_____
Contact Name:	_____
Address:	_____
Phone Number:	(     ) _____
Email Address:	_____
Description of	_____
Supplies/Services Provided:	_____
Company Name:	_____
Contact Name:	_____
Address:	_____
Phone Number:	(     ) _____
Email Address:	_____
Description of	_____
Supplies/Services Provided:	_____

7. **Data Rider Required (Exhibit B):** Yes:  No:

8. Any documents provided in response to subsections 4 through 7 above are by this reference fully incorporated into the Agreement as if set-forth entirely in this Section V.

## VI. SAMPLE FORMS

### Certificate of Secretary

The undersigned \_\_\_\_\_ (Assistant) Secretary of \_\_\_\_\_, a \_\_\_\_\_ corporation, (the "Corporation") hereby certifies that the following is a true and correct copy of a Resolution duly adopted by the Board of Directors of the Corporation on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

RESOLVED, that \_\_\_\_\_ is authorized to execute and enter bids, contracts, bonds, affidavits, and any ancillary documents, on behalf of the Corporation.

The undersigned further certifies that this Resolution is in full force and effect as of the date of this Certificate and has not been amended, modified, revoked, or rescinded.

IN WITNESS WHEREOF, I have executed this Certificate this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Signature)

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

\_\_\_\_\_  
(Assistant) Secretary

---

### [NAME OF COMPANY], LLC

### Consent of Members

The undersigned, being all of the Members of [Name of Company], LLC, an Oklahoma Limited Liability Company, hereby authorize, consent to, approve and ratify the execution by \_\_\_\_\_ [name of Authorized Representative] on behalf of [Name of Company], LLC of bid proposals, contracts, affidavits and related documents in connection with [Name of Project] of the City of Tulsa.

DATED, this \_\_\_ day of \_\_\_\_\_, 20\_\_. [Date must be dated date authorized representative signed or up to 30 days before the authorized representative signed]

\_\_\_\_\_  
[Signature]

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
[Title]

[ADD ADDITIONAL LINES FOR ADDITIONAL MEMBERS]

Disclaimer Statement: These forms are made available for example purposes only and are not intended to be legal advice nor intended to be relied upon in lieu of consultation with an attorney."

## 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:**

Item	Est. QTY	Test	CPT Code	Order Code	Unit Price	Extended Cost
1.	10	Alanine Amino Transferase ALT (SGPT)	84460		\$	\$
2.	5	Antinuclear Antibodies (ANA)	86038		\$	\$
3.	660	Uric acid	84550		\$	\$
4.	10	Sedimentation rate, erythrocyte, non-automated	85651		\$	\$
5.	10	Sedimentation rate, erythrocyte, automated	85652		\$	\$
6.	10	Fluorescent noninfectious agent, screen, each antibody	86255		\$	\$
7.	10	Rheumatoid factor (RF), qualitative	86430		\$	\$
8.	20	Bilirubin, Direct	82248		\$	\$
9.	20	Bilirubin, Indirect	82247		\$	\$
10.	20	Carbon Dioxide	82374		\$	\$
11.	20	Carbon Monoxide	82375		\$	\$
12.	650	CBC	85025		\$	\$
13.	650	Albumin	82040		\$	\$
14.	650	Bilirubin, total	82247		\$	\$
15.	650	Calcium	82310		\$	\$
16.	650	Carbon dioxide (bicarbonate)	82374		\$	\$
17.	650	Chloride	82435		\$	\$
18.	650	Creatinine	82565		\$	\$
19.	650	Glucose	82947		\$	\$
20.	650	Phosphatase, alkaline	84075		\$	\$
21.	650	Potassium	84132		\$	\$
22.	650	Protein, total	84155		\$	\$
23.	650	Sodium	84295		\$	\$
24.	650	Transferase, alanine amino (ALT) (SGPT)	84460		\$	\$
25.	650	Transferase, aspartate amino (AST) (SGOT)	84450		\$	\$
26.	650	Urea Nitrogen (BUN)	84520		\$	\$
27.	10	Electrolyte Panel	80051		\$	\$
28.	10	Carbon Dioxide	82374		\$	\$
29.	10	Chloride	82435		\$	\$
30.	10	Potassium	84132		\$	\$
31.	10	Sodium	84295		\$	\$
32.	650	Gamma-Glutamyltransferase (GGTP)	82977		\$	\$

Item	Est. QTY	Test	CPT Code	Order Code	Unit Price	Extended Cost
33.	10	Glucose	82947		\$	\$
34.	8	Heavy Metals Panel: Includes Barium, Beryllium, Bismuth, & Antimony	83015		\$	\$
35.	8	Arsenic	82175		\$	\$
36.	8	Mercury	83825		\$	\$
37.	8	Cadmium	82300		\$	\$
38.	8	Chromium	82495		\$	\$
39.	8	Lead	83655		\$	\$
40.	650	Lipid Panel	80061		\$	\$
41.	650	Cholesterol, serum, total	82465		\$	\$
42.	650	High Density Lipoprotein (HDL) cholesterol direct measurement	83718		\$	\$
43.	650	Triglycerides	84478		\$	\$
44.	10	Magnesium	83735		\$	\$
45.	10	Mercury	83825		\$	\$
46.	8	Selenium	84255		\$	\$
47.	5	Hepatic Function Panel	80076		\$	\$
48.	5	Albumin	82040		\$	\$
49.	5	Bilirubin, total	82247		\$	\$
50.	5	Bilirubin, direct	82248		\$	\$
51.	5	Phosphatase, alkaline	84075		\$	\$
52.	5	Protein, total	84155		\$	\$
53.	5	Transferase, alanine amino (ALT) (SGPT)	84460		\$	\$
54.	5	Transferase, aspartate amino (AST) (SGOT)	84450		\$	\$
55.	5	Hepatitis A Antibody	86708		\$	\$
56.	100	Hepatitis B Surface AB Quant	86706		\$	\$
57.	120	Hepatitis C Virus Antibody	86803		\$	\$
58.	5	Hepatitis Panel, Acute	80074		\$	\$
59.	5	Hepatitis A antibody (HAAV), IgM antibody	86709		\$	\$
60.	5	Hepatitis B core antigen (HbcAb, IgM antibody)	86705		\$	\$
61.	5	Hepatitis B surface antigen (HBsAg)	87340		\$	\$
62.	120	Hepatitis B antibody	86704		\$	\$
63.	3	HIV Western Blot confirmation	86689		\$	\$
64.	120	HIV-1 antibodies screen	86701		\$	\$
65.	650	Lactate Dehydrogenase	83615		\$	\$
66.	650	Phosphorus	84100		\$	\$
67.	375	Prostate Specific Antigen (PSA)	84153		\$	\$
68.	10	Rabies Titer	90375		\$	\$
69.	65	Red Blood Cell Cholinesterase	82482		\$	\$
70.	100	Syphilis RPR	86592		\$	\$
71.	25	Vitamin B12 (Folic Acid levels)	82746		\$	\$
72.	25	Folate	82607		\$	\$
73.	25	Vitamin D	82306		\$	\$
74.	25	Hemoglobin A1C (glycosylated)	83037		\$	\$
75.	25	Parathyroid Hormone	83970		\$	\$
76.	25	Ferritin	82728		\$	\$
77.	25	Blood Natriuretic Peptide	83880		\$	\$

Item	Est. QTY	Test	CPT Code	Order Code	Unit Price	Extended Cost
78.	25	Creatine Phosphokinase	82550		\$	\$
79.	10	Peripheral Blood Smear	85060		\$	\$
80.	10	Testosterone	84403		\$	\$
81.	25	COVID PCR	87635		\$	\$
82.	25	Prothrombin Time	85610		\$	\$
83.	25	Partial Thromboplastin Time	85730		\$	\$
84.	25	High Sensitivity C-Reactive Protein (hsCRP)	86141		\$	\$
85.	25	D Dimer	85379		\$	\$
86.	5	Thyroxine (T4)	84436		\$	\$
87.	5	Thyroid-Stimulating Hormone (TSH)	84443		\$	\$
88.	5	T3, Total	84480		\$	\$
89.	1	Collection charge at your facility	29756		\$	\$
<b>TOTAL EXTENDED COST FOR ALL ITEMS (ALL COSTS MUST BE INCLUDED):</b>					<b>\$ _____</b>	

Discount Percentage offered on requested tests not listed above.	_____ %
--	---------

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

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

- a. The change in the Consumer Price Index from BLS Table 1\* (web link below) from the prior year
- b. Or the following fixed percentage: \_\_\_\_\_ %.

\*Web Link: <https://www.bls.gov/news.release/cpi.t01.htm>

**Addenda**

The Bidder acknowledges receipt of Addenda to the IFB as follows. (Please write in each Addenda number issued, if applicable):

\_\_\_\_\_  
Addenda #      Addenda #      Addenda #      Addenda #      Addenda #



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

**Bidder'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: _____                          |

**Bidder's Address:** \_\_\_\_\_  
Street City State Zip Code

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

**Sales Contact:**

**Contact for Legal Notice:**

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

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

Title/Position: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Street: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

State: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

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: \_\_\_\_\_

**END OF EXHIBIT A**

## 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 TAC 577G, 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: \_\_\_\_\_

**AFFIDAVIT**  
NON-COLLUSION, INTEREST, AND CLAIMANT

STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

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

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

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

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

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

\_\_\_\_\_  
Notary Public

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

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

**The Affidavit must be signed by an **Authorized Agent** and notarized.**

## 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 577G Laboratory Services

(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-VI, 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

## PURCHASE AGREEMENT

(Page 4 of 5)

of all employee wages and 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 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, III, IV)	1-2, 4-6	
Specifications (Section II)	3	
Insurance Requirements, Bonding, Funding (Section V)	7	
References (Section V, required form)	8	
Sample Forms (Section VI)	9	
EXHIBIT A – Delivery and Pricing (required form)	10-13	
EXHIBIT B – Data Rider (required form)	14-16	
Affidavits (required form) <b>Signatures of Authorized Agent and notarization required.</b> <b>Reference Page 2: Authorized Agent</b>	17	
Purchase Agreement (required form) <b>Complete legal name in first paragraph and signature block.</b> <b>Signature by Authorized Agent required.</b> <b>Reference Page 2: Authorized Agent</b>	18-22	
Certificate(s) of Insurance (Attach at the back of Bid Packet)		
Accreditation Credentials (Attach at the back of Bid Packet)		
3 Directory of Services Copies (Attach at the back of Bid Packet)		

- **Please Return Entire IFB Document with Your Bid including Completed Required Forms.**
- **Any contact with City Employees or Officials, other than the Assigned Buyer, for or about this solicitation will disqualify your Bid 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

**Bidder Submission For:**

**BID# TAC 577G**

**BID DESCRIPTION: Laboratory Services**

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.