



INVITATION FOR SEALED BID

TAC 156 (Re-Bid)
Description: PHARMACEUTICALS

Department: CITY OF TULSA

NIGP Commodity Code(s): 269-00-00-00-000-0

Total pages including this page is 14
NOTE: FAXING OF BIDS IS NOT ALLOWED

Important Instruction – Read Carefully:

If you have obtained these bid specifications from either of:
City of Tulsa's Fax-on-Demand (918-596-1171) or
City of Tulsa's Web-site : www.cityoftulsapurchasing.org

You must notify the buyer Darlene Donica of your intent to bid by e-mail ddonica@ci.tulsa.ok.us in order to receive addenda. The buyer will always acknowledge your e-mail for your records. All addenda will be posted on fax-on-demand and the web-site.

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Pay special attention to those pages with a reference to the following notes:

Note #1: Signature of authorized agent required

Note #2: Signature of an authorized agent and notarized required

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Your bid response should follow the same format listed above plus any additional format requested in the body of the bid invitation.

**INVITATION FOR SEALED BIDS
TO
City of Tulsa**

200 CIVIC CENTER, ROOM 109, TULSA, OKLAHOMA 74103

Bid number and date of bid opening must appear on the lower
left outside corner of bid envelopes and all related containers.

DATE OF OPENING: NOVEMBER 8, 2001

BID NUMBER: TAC 156 Rebid

**BID MUST BE IN THE CITY CLERK'S OFFICE AT THE ABOVE ADDRESS BY 5:00 P.M. THE DAY
PRECEDING THE "DATE OF OPENING" SHOWN ABOVE.**

BIDS WILL BE OPENED AT 8:30 A.M. IN THE CITY COUNCIL ROOM ON THE DAY SPECIFIED UNDER "DATE OF OPENING."

PUBLISHED IN THE TULSA DAILY COMMERCE AND LEGAL NEWS: OCT 22, 23, 24, 25, 26, 2001

Bid must be accompanied by bidder's bond, cashier's check or certified check in the amount of: NONE

PLEASE READ TERMS AND CONDITIONS ON THE NEXT PAGE BEFORE COMPLETING BID DOCUMENTS

THE FOLLOWING SECTION MUST BE COMPLETED BY BIDDER

Delivery will be made in not more than _____ days after receipt of order.

Payment terms _____ % _____ days.

City of Tulsa may increase quantity of order at the unit price bid for _____ days. (Bidder to Specify Days) I have examined the terms and specifications and the instructions to bidders herein and agree, provided I am awarded a contract, to provide the above described items for the sum shown in accordance with the terms and specifications stated herein. All deviations are in writing and attached hereto.

Enclosed is a BID BOND ; CASHIER'S CHECK; Certified Check in the amount of \$ _____, which I agree the City of Tulsa may retain as liquidated damages in the event of my failure to comply with the terms of this bid.

MUST BE SIGNED BY AUTHORIZED AGENT TO BE VALID

FIRM NAME _____ by _____
(Signature)

STREET _____ TITLE _____

CITY STATE _____ ZIP CODE _____ PHONE NUMBER _____ DATE _____

GENERAL TERMS AND CONDITIONS OF BIDS

THESE ITEMS APPLY TO AND BECOME A PART OF THE BID.

NO EXCEPTIONS TO THESE TERMS & CONDITIONS WILL BE CONSIDERED.

1. **BIDS MUST BE SUBMITTED ON THIS FORM ONLY INCLUDING A SIGNATURE OF AN AUTHORIZED AGENT.** Each bid shall be placed in a separate envelope. Be sure envelope is completely and properly identified and sealed, showing the bid number and date in the lower left hand corner. Bids must be time stamped in the office of the City Clerk by 5:00 P.M. on the day before date of opening.
2. No bidder may withdraw his proposal for a period of thirty (30) days after the date and hour set for the opening of bids.
3. All prices shall be quoted F.O.B. Tulsa, Oklahoma, and delivery to City of Tulsa location shall be without additional charge.
4. The bidder shall attach the manufacturer's name of the equipment or material to be furnished, type, model numbers, manufacturer's descriptive bulletins and specifications. All guarantees and warranties should be clearly stated. This data shall be in sufficient detail to describe accurately the equipment or material to be furnished. Manufacturer's specifications, in respect to the successful bidder, shall be considered as part of his contract with the City of Tulsa.
5. The bidder shall show in the proposal both the unit prices and total amount, where required, of each item listed. In the event of error or discrepancy in the mathematics, the unit prices shall prevail.
6. Any exceptions or deviations from written specifications shall be shown in writing and attached to the bid form.
7. Each bidder agrees to comply with the terms of Title 5, Chapter 1, of Tulsa, Oklahoma Charter and revised ordinances relating to equal employment opportunity.
8. **THE ENCLOSED FORMS REGARDING NON-COLLUSION AND FINANCIAL INTEREST MUST BE SIGNED, NOTARIZED, AND RETURNED WITH THE BID.**
9. The City of Tulsa reserves the right to reject any and all bids, to waive any technicalities in the bidding, and to award each item to different bidders or all items to a single bidder.
10. All bids must be accompanied by bidders bond, cash, certified or cashier's check in the amount shown on the face of the bid form. This amount shall be retained by the City of Tulsa as liquidated damages in the event the successful bidder (or bidders) fails to execute a contract, if required. The bidder agrees that said amount is presumed to be the damages sustained by the City due to the impracticability and extreme difficulty in fixing the actual damages. The office of the City Clerk will return the bid deposits to the unsuccessful bidders, after a contract has been awarded or all bids have been rejected.
11. In the event cash discounts are offered by the bidder, the discount date shall begin with the date of invoice, the date of receipt of all material covered by the purchase order, or the date of receipt by the City of Tulsa of the original copy of the purchase order with properly executed Affidavit of Claimant, whichever is the later date.
12. Direct purchase of certain items of equipment or material by the City of Tulsa are exempt from Federal Excise Tax and Oklahoma Sales Tax. In such cases the bidder shall quote prices which do not include Federal Excise Tax and Oklahoma Sales Tax. The City of Tulsa will furnish executed exemption certificates upon presentation by the bidder at the time of purchase.
13. Bid must show number of days required for delivery under normal conditions. Failure to state delivery time obligates bidder to complete delivery in fourteen (14) calendar days. Unrealistically short or long delivery promises may cause bid to be disregarded. Contractor must keep Purchasing Department advised at all times of status of order. Default in promised delivery or failure to meet specifications authorizes the Purchasing Agent to purchase supplies elsewhere and charge full increase of cost and handling to defaulting contractor. Consistent failure to meet delivery promises without valid reason may cause removal from bid list.
14. Bidder agrees to defend and save City of Tulsa from and against all demands, claims, suits, costs, expenses, damages and judgments based upon infringement of any patent relating to goods specified in this order or the ordinary use or operation of such goods by City or use or operation of such goods in accordance with bidders direction.
15. If the bid requires a written contract, the successful bidder shall execute a written contract with the City of Tulsa and return the required bonds and insurance certificates within ten (10) days after submission of contracts to said bidder by the City.

BIDDER AFFIDAVIT - TITLE 74 O.S. (1974 SUPP.) 85.22-85.25

STATE OF _____ COUNTY OF _____

_____, of lawful age, being first duly sworn on oath says
Authorized Agent

1. (s)he is the duly authorized agent of _____, the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between 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 bid to which this statement is attached.
2. (s)he is fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bid; and
3. neither the bidder nor anyone subject to the bidder's direction or control has been a party;
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
 - 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.

SIGNATURE OF AUTHORIZED AGENT

Subscribed and sworn to before me this _____ day of _____, 19_____.

Signature of Notary Public

MY COMMISSION EXPIRES

The Bidder Affidavit must be completed, signed by an authorized agent, and notarized.

CONTRACTOR/BIDDER INFORMATION SHEET
To be completed by all Bidders
For Contracts with the City of Tulsa
(Please print or type)

Project No. or Description _____

Full Name of Bidder _____

Legal Identity
(Corporation, Partnership,
Individual, etc.) _____

Address _____

Telephone No. _____

FAX No. _____

Taxpayer Identification Number _____

Contact Person _____

Phone No. _____

Fax No. _____

E-mail address _____

Webpage Address _____

Price Sheet Summary

Vendor Name: _____ Signature: _____
 Date: _____

You will be able to obtain a copy of the Bid Summary on the City of Tulsa's Purchase-Net Fax-on-Demand and Website shortly after bid opening.

TAC 156 RE-BID

NO SUBSTITUTIONS ARE TO BE MADE ON THE AMOUNTS OR UNIT SIZES LISTED BELOW

<u>Item#</u>	<u>Est. Annual Usage in Units</u>	<u>Unit Size</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Price</u>
ESTIMATED ANNUAL USAGE X UNIT PRICE = TOTAL PRICE					
AWARD WILL BE BASED ON TOTAL PRICE					
1.	100	15Gm(0.53 oz)	Betamethasone Valerate	\$ _____	\$ _____
2.	20	40	Carisoprodol 350 mg	\$ _____	\$ _____
3.	150	30	Celebrex 200mg	\$ _____	\$ _____
4.	25	5ml	Clestone Soluspan 6mg	\$ _____	\$ _____
5.	25	20	Cephalexin 500mg	\$ _____	\$ _____
6.	20	20	Chlorzoxazone 500mg	\$ _____	\$ _____
7.	90	20	Cyclobenzaprine 10mg	\$ _____	\$ _____
8.	25	2.8 oz	Dermoplast aerosol	\$ _____	\$ _____
9.	10	12	Dexametasone 0.75mg	\$ _____	\$ _____
10.	40	30ml	Dexamethasone NAPO4 4mg/ml MDV	\$ _____	\$ _____
11.	50	5ml	Dexamethazone NAPO4 11% O.S.	\$ _____	\$ _____
12.	10	30	Diphenhydramine 50mg	\$ _____	\$ _____
13.	25	20	Doxycycline 100mg	\$ _____	\$ _____
14.	20	5ml	Gentamicin 0.3% opht sol	\$ _____	\$ _____

15.	200	30	Hydrocodone/apap 5-500	\$ _____	\$ _____
16.	250	30	Hydrocodone/apap 7.5-500	\$ _____	\$ _____
17.	20	15	Hydroxyzine HCL 25mg	\$ _____	\$ _____
18.	250	30	Ibuprofen 800mg	\$ _____	\$ _____
19.	10	30	Indomethacin 50mg	\$ _____	\$ _____
20.	10	14	Indomethacin-SR 75mg	\$ _____	\$ _____
21.	25	30	Lodine 400mg	\$ _____	\$ _____
22.	100	25	Methocarbamol 750mg	\$ _____	\$ _____
23.	150	21	Methyprednisolone 4mg Dosepack	\$ _____	\$ _____
24.	10	21	Naproxen 375mg	\$ _____	\$ _____
25.	360	30	Naproxen 500mg	\$ _____	\$ _____
26.	20	10ml	Neo-Poly HC Otic Susp	\$ _____	\$ _____
27.	25	40	Penicillin UK 250mg	\$ _____	\$ _____
28.	10	10	Piroxicam 20mg	\$ _____	\$ _____
29.	75	15	Propoxy N/APAP 100-650	\$ _____	\$ _____
30.	40	25GM	Silver Sulfadiazine CRM	\$ _____	\$ _____
31.	10	15	Sulindac 200mg	\$ _____	\$ _____
32.	150	3oz	Theragesic cream	\$ _____	\$ _____
33.	50	1/2oz	Triple antibiotic ointment	\$ _____	\$ _____
34.	20	10ml	Triple antibiotic opht solution	\$ _____	\$ _____
35.	120	20	Ultram 50mg	\$ _____	\$ _____
36.	250	30	Vioxx 25mg	\$ _____	\$ _____

GRAND TOTAL: \$ _____

Labels, Piggy Back Labels and Management Guide are to be included.

Labels must include NDC Code, Manufacturers Name and Lot Number

Provide patient information fact sheets on each oral medication

Pharmaceuticals shipped in error to be returned at supplier's expense.

All orders must be shipped by second (2nd) day express and shipped on day of placement of the order.

All orders will be shipped in boxes secured with tamper resistant taping material.

The contract period will be for one year and will have two (2) one (1) year renewable options.

The various amounts required on an annual basis are not known and the City makes no guarantees as to quantities to be purchased. The quantities shown on the pricing pages will be used for evaluation of bid only.

For further information, please contact: Rebecca Arrington @918-596-7083

**TAC 156 (RE-BID)
PHARMACEUTICALS
CITY OF TULSA**

INTENT:

It is the intent of this bid to secure, on a competitive basis, a source of supply for furnishing **Pharmaceuticals** for the City of Tulsa, Medical Division.

The City of Tulsa, Medical Division, is an industrial medical facility staffed with one Medical Doctor, one Registered Nurse, one X-ray Technician and Office Personnel. The Medical Division dispenses pharmaceuticals to the employees of the City of Tulsa. The Medical Division requires the pharmaceuticals to be pre-packed and labeled in accordance with the specifications for dispensing to employee/patients.

SEPCIFICATIONS:

All generic products must be provided by a quality manufacturer that provides bio availability data and liability insurance.

Each prescription must reflect the pharmaceutical manufacturers warnings and precautions.

The NDC Code, expiration date, manufacturer's name and lot number, also be shown on each package.

Packaging for the prescription must be containers with tamper resistant seals and child resisting locking closures.

The labeling system used must provide built-in record keeping standards that will satisfy regulatory requirements. The labels must also include the name of the City of Tulsa Medical Division.

Provide a 12 month summary of the order history, including product manufacturer, for, strength, auantity and average usage data.

CONTRACT:

The terms of the contract shall be for a period of one (1) year. The contract shall be renewable, with the consent of both parties, for two (2) successive one (1) year periods.

GENERAL:

There are no guarantees any or all of the items will be purchased by the City of Tulsa. This is a random list that reflects some of the items that have been purchased in the past.

PRICE ADJUSTMENT OPTION:

The price paid for a commodity under this contract shall not change during the term of this contract. However, if the bidder anticipates that it will not be able to maintain firm prices for any renewal periods, a change in price may be allowed in a renewal of this contract if the following criteria are met:

- 1) The bidder includes a formula, to be used to calculate a change in price at the time of renewal, **in the bid for the initial contract**. Such formula shall be reasonable, objective and capable of measurement.
- 2) The contractor notifies the city, in writing, no later than sixty- (60) days prior to the expiration of the initial contract period, or any renewal period, of its intent to exercise the right to escalate or de-escalate prices under the contract. The notice shall include a calculation of the price increase or decrease requested including the formula used.

ALTERING BIDS:

Bids cannot be altered or amended after submission deadline. Any interlineation, alteration, or erasure made before opening time and date must be initialed by the signer of the bid, guaranteeing authenticity. Bids must be submitted in ink or typewritten. Pencil will not be accepted.

PRICING:

Bid prices, unless otherwise specified, must be net, including transportation and handling charges fully prepaid by vendor to destination and subject only to cash discount for prompt payment of invoice.

DELIVERY:

Delivery time must be stated in days in the appropriate spaces of the cover sheet. Indefinite terms such as "promptly", "without delay", etc., will not be given consideration. Failure to indicate delivery time shall be cause for rejection of the bid.

BIDDER AFFIDAVITS:

Each bidder shall accompany his bid with a fully executed and notarized copy of the attached Non-Collusion Affidavit and the Interest Affidavit. Failure to do so shall be cause for rejection of the bid.

ADDENDA AND INTERPRETATIONS:

If it becomes necessary to revise any part of this bid, a written addendum will be provided to all the bidders. The City of Tulsa is not bound by any oral representations, clarifications, or changes made in the written specifications by City of Tulsa employees unless such clarification or change is provided to bidders in written addendum form from the Purchasing Division.

AWARD OF BID:

The bid shall be awarded to the firm whose proposal is responsive to the bid and is most advantageous to the City, considering the factors identified in the bid and Section 406E of Title 6, The Purchasing Ordinance set forth below:

406E. AWARD OF CONTRACT

1. Authority in the Mayor. The Mayor shall have the authority to award Contracts within the purview of this chapter.
2. Lowest Secure Bidder. Contracts shall be awarded to the lowest secure Bidder meeting specifications. Bid Specifications may include a point System for evaluating the lowest secure bid. In determining “lowest Secure bidder”, in addition to price, the following factors shall be considered:
 - a. the ability, capacity and skill of the bidder to perform the contract Or provide the service required;
 - b. whether the bidder can perform the contract or provide the service promptly or within the time specified, without delay or interference;
 - c. the character, integrity, reputation, judgment, experience and efficiency of the bidder;
 - d. the quality of performance of previous contracts or services;
 - e. the previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
 - f. the sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
 - g. the quality, availability and adaptability of the supplies or contractual services to the particular use required;

- h. the ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
- i. where an earlier delivery date would be of great benefit to the requisitioning agency, the date and terms of delivery may be considered in the bid award, and
- j. the number and scope of conditions attached to the bid.
- k. If a point system has been utilized in the bid specifications, the number of points earned by the bidder.