



INVITATION FOR SEALED BID

TAC #215A

Description: SODA ASH

Department: PUBLIC WORKS

NIGP Commodity Code(s): 885-78-00-00-000-0

Total pages including this page is 19

NOTE: FAXED BIDS WILL NOT BE ACCEPTED

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 : <http://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.

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 _____, 20_____.

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 215A

Description

Unit Cost

Soda Ash

\$ _____/per ton

Additional charges for each quarter hour beyond the four hours of free time: \$ _____/1/4 hour.

Any other charges or provisions anticipated by the bidder and not shown in these specifications must be called out and included in the bid when submitted.

For question please contact: Kerry Rowland @918-596-9847

**TAC 215A
SODA ASH
PUBLIC WORKS DEPARTMENT**

INTENT:

To obtain a source for Sodium Carbonate (Soda Ash) Na_2CO_3 to use for the treatment of water at the City of Tulsa's A.B. Jewell Water Treatment Plant.

REFERENCE SPECIFICATIONS:

All provisions of the **American Water Works Association Standard for Sodium Carbonate (Soda Ash) AWWA B201-98** shall apply to this specification. A copy of this standard is attached to the end of this specification.

Sodium Carbonate (Soda Ash) must also comply with the Water Chemicals Codex.

The Sodium Carbonate (Soda Ash) must be certified as suitable for contact with drinking water or treatment of drinking water by an accredited certification organization in accordance with ANSI/NSF Standard 60, Drinking Water Treatment Chemicals-Health Effects. The evaluation must be performed in accordance to the ANSI/NSF Standard 60. Certification must be performed by an organization accredited by the American National Standards Institute.

CONTRACT TIME:

The terms of the contract shall be for a period of one year, beginning May 15, 2002, when current contract expires, to and including May 14, 2003. The contract shall be renewable with the consent of both parties for two successive one-year periods. Please see the section titled Price Adjustment Option for more information about renewal of the contract.

QUANTITIES:

The estimated annual quantity (based on fiscal year July – June) of Soda Ash is listed below. The estimate is given for information purposes only. The supplier should not consider this estimate to guarantee a minimum or maximum amount. Neither an under-run, nor an over-run, regardless of extent, in the actual quantity delivered compared to the estimated quantity listed below shall entitle the supplier to an adjustment in the unit price or to any other compensation.

- A.B. Jewell Water Treatment Plant – 2,900 tons - bulk

QUALITY:

1. The soda ash furnished shall be a dry, white powder containing no large lumps or crystals.
2. The soda ash shall be free flowing and suitable for storage in closed, hopper bins and for feeding with a standard dry feeder.
3. The apparent density of light soda ash shall range from 0.5 g/mL to 0.9 g/mL or from 31.2 lb/ft³ to 56.2 lb/ft³. The apparent density of dense soda ash shall range from 0.9 g/mL to 1.1 g/mL or from 56.2 lb/ft³ to 68.7 lb/ft³.
4. The material delivery shall contain not less than 99 percent, by weight, sodium carbonate (Na₂CO₃), or a sodium oxide (Na₂O) equivalent of not less than 57.9 percent.
5. The insoluble matter shall not exceed 0.05 percent.
6. The soda ash shall contain no substances in quantities capable of producing deleterious or injurious effects to the public consuming the water, which has been used during the treatment process.

HAZARD COMMUNICATION STANDARD:

The Oklahoma Hazard Communication Standard is a part of this specification. The supplier shall provide Material Safety Data Sheets (MSDS) on the product delivered under this contract. The MSDS shall be equivalent to a U.S. OSHA Form 20 MSDS.

AFFIDAVIT OF COMPLIANCE:

The supplier or manufacture shall supply an affidavit stating that the soda ash furnished according to the City of Tulsa's order complies with all applicable requirements of AWWA for Sodium carbonate (Soda ash) and all requirements in this specification. **An affidavit of compliance shall accompany each delivery and must also be submitted with the bid proposal.**

PRICE ADJUSTMENT OPTION:

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

1. The supplier includes a formula, 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 supplier notifies the City, in writing, no later than 30 days prior to the expiration of the initial contract period, or any renewal period, of its intent to exercise the right to increase or decrease the prices under the contract. The notice shall include a calculation of the price increase or decrease requested by the vendor.

METHOD OF PAYMENT:

Payment of bulk deliveries shall be made for amounts delivered and determined by certified scale certificates.

Payment for soda ash shall be made for not less than 99 percent by weight of sodium carbonate (Na₂CO₃) or sodium oxide (Na₂O).

POINT OF DELIVERY:

Delivery is to be made to the following location:

- A.B. Jewell Water Treatment Plant, 18707 E 21st St. Tulsa, OK

METHOD OF DELIVERY:

1. Soda ash shall be delivered in bulk quantities only. Unloading and placing into storage shall be the responsibility of the supplier. For safety reasons, a plant operator will be present during connection/disconnection of hoses for bulk filling.
2. Each shipment of material shall carry with it some means of identification.
3. The supplier shall furnish to the City a current written list of all dedicated trailers prior to any shipment.
4. Shipment shall be made in trailers that are dedicated to the delivery of Soda ash. If the supplier is not using dedicated trailers, a certificate of cleaning will accompany each shipment.
5. Deliveries from trailers not on the current list of dedicated delivery trailers or accompanied by a certified cleaning certificate shall be rejected and returned to the supplier at no charge to the City.

6. All shipments will be accompanied by the following:

- a) Shipping Invoice
- b) Affidavit of Compliance
- c) Certificate of Analysis
- d) Material Safety Data Sheet (MSDS)
- e) Certificate of Cleaning (if applicable).
- f) Weighmaster's Certificate of Weight and Measure. **The City will make payment only on weights taken at certified scales in the city prior to unloading and directly after unloading.**
 - The weight for **A.B. Jewell** shall be taken at a local (Tulsa) certified scale near the point of destination before and after offloading. City personnel will accompany the truck to the scale for the after delivery weight stamp.

7. Before unloading plant operators will collect samples to send the City of Tulsa's quality assurance laboratory to determine the concentration of the soda ash.

PERCENT SODA ASH CONTENT:

1. If the soda ash delivered does not meet the requirements of the standard, the City of Tulsa shall provide a notice of nonconformance to the supplier with in 10 working days after receipt of the shipment at the point of destination.
2. The results of the city's test shall prevail. However the supplier can request a retest within 5 working days after receiving the complaint from the City of Tulsa. On receipt of the request for a retest, the city shall forward to the supplier one of the sealed samples.
3. In the event that the results obtained by the supplier on re-testing do not agree with the test results obtained by the purchaser, the other sealed sample shall be forwarded, unopened, to a referee laboratory agreed on by both parties.
4. The results of the referee analysis shall be accepted as final. The cost to referee analysis shall be paid for as specified by the supplier.

SECURITY:

1. Before the truck leaves the terminal, the supplier needs to notify the appropriate plant that the delivery is en route. The supplier must provide the name of the driver making the delivery, so that City of Tulsa personnel can match the driver's photo ID when he arrives at the plant.
2. All trucks must be sealed with a security tag, and the serial number on the security tag must be faxed to the appropriate plant after the truck has been loaded and ready for shipping. (Please review the Contact List and Delivery Confirmation Form at the end of this specification.)
3. The tractor, tanker, and/or trailer number must also be faxed to the appropriate plant.

4. The manifest that accompanies the shipment will contain all of the same information along with the serial numbers and tractor/tanker numbers.
5. Discrepancies in any of these procedures could result in the load being refused, and will result in the delay of the unloading of chemicals, until discrepancies are satisfactorily resolved.

UNLOADING DURATION:

Unloading time shall be free of charge for a minimum of four (4) hours, beginning upon arrival of the cargo trailer at the designated plant, **with proper certification**, and ending upon its departure from the property. Additional charges for each quarter of an hour beyond the four-hour of free time shall be as quoted on the bid submittal. Each charge will be investigated and approved prior to payment. In no case will demurrage be charged if the supplier's unloading time exceeds free time through no fault of the City of Tulsa. No charge shall be made for rejected shipments.

TIME OF DELIVERY:

Deliveries shall be within five (5) calendar days after receipt of orders at such intervals as required by the respective Plant Superintendents or Chief Operators. Delivery to **A.B. Jewell Water Treatment Plant** 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 respective plant superintendent or chief operator. **Note:** Deliveries may not be made on City recognized holidays. A list of the holidays is available upon request.

SPILLS:

If during delivery and unloading the supplier causes chemicals to be spilled or otherwise improperly discharged from storage vessels, piping, hoses, and connections, the supplier shall contain, clean up, and return the site to the condition existing before the spill. The city shall not be liable for the costs of containment, clean up, and returning the site to the pre-spill conditions. The supplier shall notify the city immediately in the case of a spill or accident. If a spill is detected by City personnel after a delivery has been made and it has not been contained, cleaned up, or disposed of, the City will immediately contain, clean up, and return the site to the condition existing before the spill. The supplier shall in this case be liable for the cost of containment, clean up, and returning the site to the pre-spill conditions.

PERFORMANCE BOND:

Within ten (10) days following the award of the contract, the successful supplier is required to execute and furnish a performance bond in the amount of **\$5,000.00**

guaranteeing the proper and prompt performance of the contract in accordance with the provisions, requirements, terms and conditions of the contract.

DELIVERY GUARANTEE:

Bidders are required to submit the guarantee statements of the product. Please review the Sample of Manufacturer Commitment at the end of this specification.

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 City of Tulsa shall award the bid to the firm whose proposal meets the specifications and is advantageous to the City. The bidder should consider the following factors in Section 406E of Title 6, from the City of Tulsa's purchasing ordinance:

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 for 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.

MANUFACTURER COMMITMENT:

Sample of Manufacturer Commitment (should be on manufacturer's letterhead)

_____ (name of manufacturer) _____ commits sufficient volume of Sodium Carbonate (Soda ash) to cover the _____ annual tons of material required for the City of Tulsa for the period of _____ to _____.

City of Tulsa Contact List

Water Supply Systems

A.B. Jewell Water Treatment Plant
Superintendent
Chief Operator
Fax

Phil Demoret
Emmet Blankenship

(918) 669-6470
(918) 669-6471
(918) 669-6482

Administration
Utility Sys. Operations Adm.
Fax

Kerry Rowland

(918) 596-9847
(918) 596-1615



**City of Tulsa
Water Supply
Delivery Confirmation Form**

ATTN: _____

Name of Company: _____

Name of Contact and Phone #: _____

Driver's Name: _____

Date and Time of Delivery: _____

Location of Delivery: _____

Chemical Delivered: _____

Serial Number on Security Tag: _____

Truck Number: _____

Tanker Number: _____

TULSA AREA TRUCK SCALES

Bruce's Tulsa Truck Plaza
I-44 & 161st East Avenue
234-3800

QuipTrip
16505 E. Admiral Place
234-0380

Mid Continent Fuels
5500 E. Channel Road
Port of Catoosa
266-1923

Sunmart #046
I-44 & 193rd East Ave.
266-5040