



## INVITATION FOR SEALED BID

TAC 349

Description: COPPER SULFATE

Department: PUBLIC WORKS

NIGP Commodity Code(s): 885-15-00-00-000-0

Total pages including this page is 13

**NOTE: FAXING OF 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 : [www.cityoftulsapurchasing.org](http://www.cityoftulsapurchasing.org)

You must notify the buyer Darlene Donica of your intent to bid by e-mail [ddonica@ci.tulsa.ok.us](mailto: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:**    **OCTOBER 18, 2001**

**BID NUMBER:**    **TAC 349**

**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:**    **OCTOBER 3, 4, 5, 8, 9, 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

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**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

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Vendor Name: \_\_\_\_\_ Signature: \_\_\_\_\_

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

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**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.**

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# TAC 349

30,000 lbs Copper Sulfate \$ \_\_\_\_\_/lb  
(Approx)

For questions please contact: Kerry Rowland @ 918-591-4361

**TAC 349  
COPPER SULFATE  
PUBLIC WORKS DEPARTMENT**

**INTENT:**

To obtain a source of commercial grade of **Copper Sulfate Pentahydrate** for use in the City of Tulsa's terminal reservoirs at the City of Tulsa's water treatment plants.

**REFERENCE SPECIFICATIONS:**

The bidder must meet all the requirements of the National Sanitation Foundation (NSF), the American Water Works Association (AWWA) standard for Copper Sulfate ANSI/AWWA B602-91 (R97) and the Environmental Protection Agency (EPA). The Copper Sulfate must be approved for the use with potable water. **The bidder must submit copies of the NSF approval with the bid proposal. If the bidder fails to submit the NSF approval form this will result in the rejection of the bid.**

**CONTRACT TIME:**

The terms of the contract shall be for a period of one year beginning November 6, 2001, when current expires. The contract shall be renewable, with the consent of both parties, for two successive one-year periods.

**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 period, a change in price may be allowed in the renewal of this contract if the following criteria are met:

- The bidder 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.
- The vendor notifies the City, in writing, no later than 30 days prior to the expiration of the initial contract period, or any renewal period, of the vendor's intent to increase or decrease prices under the contract. The notice shall include a calculation of the price increase or decrease requested by the vendor including the formula used.

### **HAZARD COMMUNICATION STANDARD:**

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

### **AFFIDAVIT OF COMPLIANCE:**

The vendor shall supply an affidavit of compliance from the manufacturer or supplier with the bid proposal and each delivery of product stating that the Copper Sulfate complies with all applicable requirements of the ANSI/AWWA B602-91 (R97) Standard and the NSF standards for treatment of a potable water supply.

### **COPPER SULFATE QUALITY:**

The prospective bidders must include documentation to show how their product meets the following requirements:

- The copper sulfate shall contain no substances in quantities capable of producing deleterious or injurious effects to the public consuming the water. The copper sulfate must not cause the treated water to fail to meet the requirements of the U.S. EPA Safe Drinking Water Act.
- Commercial grade copper sulfate pentahydrate containing **99% (CuSO<sub>4</sub> 5H<sub>2</sub>O)**.
- It must be packaged and labeled as fungicide for algae control in compliance with the Federal Insecticide, Fungicide, and Rodenticide Act.
- The product must be in the form of transparent, deep blue triclinic-system crystals or blue crystalline granules, **powder form will not be accepted.**
- The particle size must be **medium.**
- The product shall have a specific gravity of 2.28 the weight of the product must be between 75 to 93 lb/ft<sup>3</sup>.
- The copper sulfate shall be soluble in water in all proportions.
- Copper (Cu) shall not be less than 25.20% and anhydrous salt (CuSO<sub>4</sub>) shall not be less than 63.92%.
- The water-insoluble matter must not exceed 0.5%.

### **QUANTITIES:**

The estimated annual (based on fiscal year July-June) quantities of copper sulfate are listed below. The estimate is given for information purposes only. The bidder should not consider this estimate to guarantee a minimum or maximum amount required by the treatment plants.

A.B. Jewell and Mohawk Water Treatment Plants - 30,000 lb

### **POINT OF DELIVERY:**

Delivery is to be made to the following location:

Raw Water - 2601 N. 193 E Ave. Catoosa, OK. 74015

**METHOD OF DELIVERY:**

Copper Sulfate shall be delivered in 50-lb paper bags with plastic inserts. The bags shall be loaded on pallets and should be loaded so the bags can be unloaded with a forklift from the side. **No loading docks are available at this location.**

All shipments must have the following documents present when the product is delivered:

1. Shipping Invoice
2. Affidavit of Compliance
2. Certificate of Analysis

The Certificate of Analysis must include the following information:

- The product specific gravity.
- The weight of the product.
- The percentage of Copper (Cu) anhydrous salt (CuSO<sub>4</sub>).
- The percent of water insoluble matter.

Unloading times shall be free of charge for a minimum of four (4) hours, beginning upon arrival of the trailer at the Raw Water facility and ending upon its departure from the property. The bidder must quote additional charges for each quarter of an hour beyond the four (4) hours of free time in the bid proposal.

Each charge will be investigated and approved prior to payment. In no case will demurrage be charged if the vendor's unloading time exceeds free time through no fault of the City, (i.e., the trucker is unable to get his load off or does not have the proper paper work). No charge shall be made for rejected shipments.

**MARKING:**

Each package of copper sulfate must bear a label reviewed and accepted by the USEPA. The label must list the brand name, the manufacturer or supplier, the active ingredient and content, the net weight of the contents, and it must bear a USEPA registration number as well as the USEPA establishment number indicating where the product was manufactured or last repackaged. The package must also bear the statement "Guaranteed by (name of manufacture) to meet the American Water Works Association Standard for Copper Sulfate."

**TIME OF DELIVERY:**

Deliveries shall be within five (5) calendar days after receipt of order at such intervals as indicated by the plant superintendent or chief operator. Shipment shall be received at the facility between the hours of 7:00a.m. and 2:00p.m., Monday through Friday unless otherwise approved in advance. **Note:** Deliveries may not be made on City recognized holidays. A list of the holidays is available upon request.

### **EMERGENCY:**

If during delivery and unloading the bidder causes chemicals to be spilled or otherwise improperly discharged from storage vessels, piping, hoses, and connections, the bidder 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 bidder 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 bidder shall in this case be liable for the cost containment, clean up, and returning the site to the pre-spill conditions.

### **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.