



INVITATION FOR SEALED BID

TAC #113A

Description: Sulfur Dioxide

Department: PUBLIC WORKS

NIGP Commodity Code(s): 885-47-00-00-000-0

Total pages including this page is 14

NOTE: FAXING OF BIDS IS NOT ACCEPTABLE

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.

TABLE OF CONTENTS

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

Table of Contents		2
Invitation for Sealed Bid	(Note #1)	3
General Terms and Conditions		4
Interest Affidavit	(Note #2)	5
Bidder Affidavit	(Note #2)	6
Contractor Information Sheet		7
Summary Price Sheet		8
Specifications		9-14

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: August 29, 2002 **BID NUMBER:** TAC 113A

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: August 22, 2002

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

DARLENE DONICA 918-596-7558

***** **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 _____, 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 113A

<u>QTY</u>	<u>DESCRIPTION</u>	<u>COST PER DELIVERED TON</u>
285 Tons (Approximately)	Sulfur Dioxide	\$ _____

For questions please contact: Monte Hannon @ 596-9598

Quantity is approximate. The City does not guarantee purchase of quantities listed, but does reserve the right to purchase more if needed at prices listed above.

**TAC 113A
SULFUR DIOXIDE
PUBLIC WORKS DEPARTMENT/WATER POLLUTION CONTROL**

INTENT:

To obtain a source of supply for furnishing **Sulfur Dioxide** for use in the treatment of municipal wastewater. The City of Tulsa will be referred to in this specification as the City.

REFERENCE SPECIFICATIONS:

All provisions of the American Water Works Association Standard for Sulfur Dioxide, (AWWA B5-12-97, or latest edition) shall apply to this specification unless stated otherwise herein.

CONTRACT TIME:

The terms of the contract shall be for a period of one year, and 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.

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 supplier.

HAZARD COMMUNICATION STANDARD:

The Oklahoma Hazard communication Standard is hereby made a part of this specification. The seller shall provide Material Safety Data Sheets (MSDS) on products delivered under this contract. The MSDS shall be equivalent to a U.S. OSHA Form 20 MSDS. An MSDS shall be provided with every shipment of products.

AFFIDAVIT OF COMPLIANCE:

The seller shall supply an affidavit with the executed contract stating that all products furnished under this contract shall comply with all applicable requirements of AWWA for Sulfur Dioxide. **An affidavit of compliance shall accompany each delivery.**

QUANTITIES:

The estimated annual quantities are 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.

Liquid sulfur dioxide - 285 tons (estimated total amount)

POINT OF DELIVERY:

Delivery is to be made on multi-unit trucks to the following locations (and estimated annual quantity):

Northside Treatment Plant 5665 North 105 th E Ave. Tulsa, OK 74117	160 Tons/annually
---	-------------------

Southside Treatment Plant 5300 South Elwood Tulsa, OK 74107	100 Tons/annually
---	-------------------

Haikey Creek Plant 11602 E. 151 st St. Broken Arrow, OK 74011	15 Tons/annually
--	------------------

Lower Bird Creek 21121 E. 36 St. North Catoosa, OK 74015	10 Tons/annually
--	------------------

METHOD OF DELIVERY:

1. Liquid sulfur dioxide shall be delivered in one (1) ton steel containers, approximately 30-1/4 inches in diameter and 81-1/2 inches long. Designed to withstand a test pressure of 500 p.s.i.g. Each cylinder shall have stamped into the body of the tank; DOT-106-A-500X; serial number; inspector's mark; owners mark; test date and tare weight of the empty cylinder.
2. Unloading full cylinders, placing into storage, and loading empty cylinders shall be the responsibility of the seller.
3. For safety reasons, a plant operator will be present during placement of cylinders.
4. No charge of demurrage of cylinders at the City's facilities shall be charged by the seller.
5. Vendor shall provide product in cylinders free of debris and demonstrate cleaning procedure to plant representative upon request.
6. Liquid sulfur dioxide deliveries of the 1-ton cylinders shall be a minimum of eight cylinders delivered to the Southside and Northside Plants, four cylinders delivered to the Haikey Creek Plant and one cylinder delivered to the Lower Bird Creek Plant.
7. **All shipments will be accompanied by the following:**
 - a) Shipping Invoice/Manifest
 - b) Affidavit of Compliance
 - c) Certificate of Analysis
 - d) Material Safety Data Sheet (MSDS)

SECURITY:

1. Before the truck leaves the terminal, the supplier shall notify the appropriate plant that the delivery is en route. The supplier shall provide the name of the driver making the delivery, and the City of Tulsa personnel will match the driver's photo ID when he arrives at the plant.
2. All trucks shall be sealed with a security tag, and the serial number on the security tag shall be faxed to the appropriate plant after the truck has been loaded and ready for shipping. (Please review the Contact List at the end of this specification.)
3. The tractor, tanker, and/or trailer number shall also be faxed to the appropriate plant.
4. The invoice/manifest that accompanies the shipment shall contain all of the information required herein along with the serial numbers and tractor/tanker numbers.

5. Discrepancies in any of these procedures could result in the loads being refused, and will result in the delay of the unloading of chemicals, until discrepancies are satisfactorily resolved.

TIME OF DELIVERY:

Delivery shall be made within seventy-two (72) hours after receipt of order at such intervals as indicated by the respective plant superintendents. In emergency cases, delivery shall be within forty-eight (48) hours of receipt of order.

Shipments shall be made between the hours of 7:00a.m. and 2:00p.m., Monday through Friday unless otherwise approved in advance by the plant superintendent or operations supervisor. **NOTE: Deliveries may not be made on City recognized holidays, a list of these will be provided upon request.**

EMERGENCY:

In the event of an emergency that would require the vendor to pickup or repair a cylinder or tank at a City facility for any reason, the vendor shall have a trained response team on-site within one (1) hour of notification. A telephone number(s) which is continuously staffed shall be provided for this purpose.

BID ITEMS:

Bidders shall provide prices for all items

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.

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. Penciling will not be accepted.

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.

1. 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.**

City of Tulsa Contact List

Water Pollution Control

Administration

WPC Section Manager	Thomas Krueger	(918) 596-9845
Support Services Manager	Shawn Glen	(918) 596-9453
Fax		(918) 596-9846

Southside Wastewater Treatment Plant

Superintendent	Alan Mitchell	(918) 591-4440
Operations Supervisor	Waldy Ogint	(918) 591-4440
Fax		(918) 591-4444

Haikey Creek Wastewater Treatment Plant

Superintendent	Alan Mitchell	(918) 591-4440
Operations Supervisor	Kevin Derrick	(918) 369-5961
Fax		(918) 369-5960

Northside Wastewater Treatment Plant

Superintendent	Jim Tweet	(918) 591-4555
Operations Supervisor	Kip Martin	(918) 591-4552
Fax		(918) 591-4558

Lower Bird Creek Wastewater Treatment Plant

Superintendent	Jim Tweet	(918) 591-4555
Operations Supervisor	Kip Martin	(918) 591-4552
Fax		(918) 591-4558