

PURCHASING DIVISION

ROOM 802

918 • 596 • 7559



DEPARTMENT OF FINANCE

200 CIVIC CENTER

TULSA, OKLAHOMA

74103

June 21, 2001

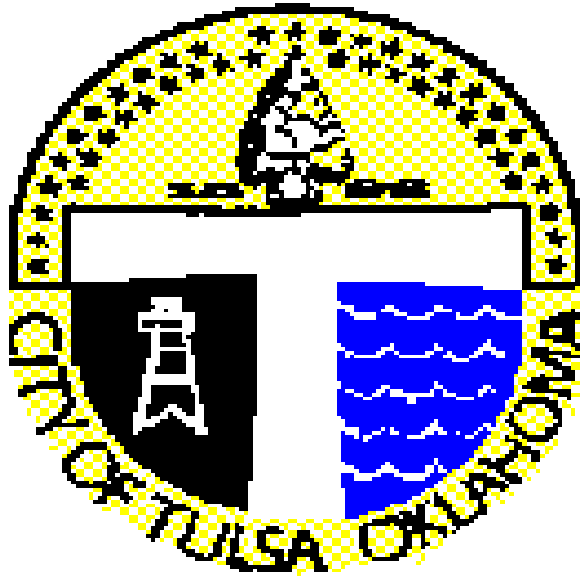
**TAC #133
POTASSIUM PERMANGANATE
PUBLIC WORKS**

ADDENDUM NO. 1

This Addendum No. 1, consisting of the following information, shall be made a part of the bid specifications for subject bid.

1. **Subject bid scheduled to open Thursday, July 12, 2001 has been cancelled.**

/ram



INVITATION FOR SEALED BID

TAC 133

Description: POTASSIUM PERMANGANATE
Department: PUBLIC WORKS DEPARTMENT

NIGP Commodity Code(s): 885-40-54-000-0

Total pages including this page is 12
NOTE: FAXING OF BID WILL NOT BE ACCEPTED

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 addendum. The buyer will always acknowledge your e-mail for your records. All addendum will , also, 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		9-12

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: July 12, 2001 **BID NUMBER:** TAC 133

**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: June 25, 26, 27, 28, 29, 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

This document 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: _____

TAC 133

<u>ITEM</u>	<u>QTY.</u>	<u>DESCRIPTION</u>
1.	100,000 lbs.	Potassium Permanganate (33072 lb. Drums) Annual \$ _____ (Bulk) Per Pound Delivered \$ _____ Per Drum Delivered \$ _____ Per 5 Gal. Buckets Delivered \$ _____ Per Returnable Tote

For questions please contact: Monte Hannon @ 918-596-9598

TAC #133

POTASSIUM PERMANGANATE

PUBLIC WORKS DEPARTMENT

INTENT:

To obtain a source of supply for furnishing in bulk powder, free-flowing grade, **Potassium Permanganate** for use in a municipal water supply, that being the City of Tulsa, Oklahoma. The Potassium Permanganate requested will be used to minimize tastes and odors.

REFERENCE SPECIFICATION:

All provisions of the American Water Works Association Standard for Potassium Permanganate, AWWA B603-93 or latest edition, shall apply to this specification unless stated otherwise herein. Additionally, the product supplied must be NSF approved for the use with potable water. Copies of the NSF approval shall be submitted with each proposal. Failure to submit this approval will be cause for rejection of the bid.

CONTRACT TIME:

The terms of the contract shall be for a period of one (1) year beginning August 7, 2001 when current contract expires. The contract shall be renewable, with the consent of both parties, for two (2) successive one (1) year periods.

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 B603-93 for Potassium Permanganate. An affidavit of compliance shall accompany each delivery.

POTASSIUM PERMANGANATE (KMnO₄) QUALITY:

The Potassium Permanganate supplied shall contain no organic or inorganic impurities in quantities capable of producing ill effects on the health of those consuming water that has been treated with the Potassium Permanganate.

The quality of the Potassium Permanganate as delivered shall be in conformance with AWWA B 603-93 or latest edition. Submitted with the formal bid shall be a laboratory analysis of the product with the following information:

1. Bulk Density
2. Particle Size
3. Water Tolerance
4. KMnO₄ - Content Percent by Weight

QUANTITIES:

The estimate of annual quantities to be purchased is listed below. Actual quantities purchased may be more or less than the quantity estimated. **A minimum is not guaranteed.**

A.B. Jewell - 40,000 lbs.	(estimated quantity)
Mohawk - 40,000 lbs.	(estimated quantity)

POINT OF DELIVERY:

Delivery is to made to the following locations:

Mohawk Water Plant, 3600 East Mohawk Boulevard
A.B. Jewell Water Plant, 18707 E. 21st Street
(Other locations as required)

METHOD OF DELIVERY:

Potassium Permanganate is to be delivered in sealed one-way drums on pallets or cycle bins. The pallets or cycle bins shall be loaded so as to be unloaded with a forklift from the side. The Mohawk Water Treatment Plant does not have a loading ramp. Prices shall be quoted for each method of delivery. Initially, the City will be using one-way drums only.

All shipment shall be accompanied by the following:

1. Shipping Invoice.
2. Affidavit of compliance.

Unloading times shall be free of charge for a minimum of four (4) hours, beginning upon arrival of the trailer at the Water Treatment Plant and ending upon its departure from the property. Additional charges for each quarter of an hour beyond the four (4) hours 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 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).

TIME OF DELIVERY:

Deliveries shall be within five (5) calendar days after receipt of order at such intervals as indicated by the plant superintendent. Shipment shall be received at the plant between the hours of 7:00 a.m. and 2:00 p.m., Monday through Friday unless otherwise approved in advance by the plant superintendent or chief operator.

Deliveries may not be made on city recognized holiday's. A list of the City holiday's will be furnished upon request.

EMERGENCY:

In the event of a spill during off-loading into the City storage for any reason, the vendor shall be responsible for the clean up and disposal of the chemical.

BID ITEMS:

Bidders shall provide prices of all items. Bid prices will be based and evaluated on estimated quantities as shown in the quantities section of these specifications. Prices shall include delivery.

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

PRICE ADJUSTMENTS:

In the event that the bidder cannot maintain firm prices for the duration of the contract, the bidder(s) shall state in detail the formula upon which escalation and de-escalation of prices will be based. The formula proposed shall be objective and capable of measurement.

In event of price adjustment, the successful bidder shall notify the City (in writing) within sixty (60) days prior to expiration of each contract period of such price adjustments.

BIDDER'S NOTE:

Each bidder shall submit with their bid all documentation requirements requested within the specifications. Failure to do so may result in the rejection of your bid.

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.