



INVITATION FOR SEALED BID

TAC 133A

Description: POTASSIUM PERMANGANATE

Department: PUBLIC WORKS DEPARTMENT

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

Total pages including this page is 17

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 : 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.**

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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: May 30, 2002 **BID NUMBER:** TAC 133A

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: May 17, 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

***** **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.

INTEREST AFFIDAVIT

STATE OF _____ }
 } ss
COUNTY OF _____ }

_____, of lawful age, being first duly sworn, states that s(he) is the agent authorized by the bidder to submit the attached bid. Affiant further states that no officer or employee of the City of Tulsa either directly or indirectly, owns a twenty-five percent (25%) interest in the bidder's business or such a percentage which constitutes a controlling interest. Affiant further states that the following officers and/or employees of the City of Tulsa have some direct or indirect interest in the bidder's business:

By _____
(Signature)

(Title)

Subscribed and sworn to before me this _____ day of _____, 20_____.

NOTARY PUBLIC SIGNATURE

My Commission Expires:

This document must be completed, signed by an authorized agent, and notarized.

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

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: _____

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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.

\$ _____ (Bulk) per Pound Delivered
\$ _____ Per Drum Delivered
\$ _____ Per 5 Gallon Bucket Delivered
\$ _____ Per Returnable Tote

For questions please contact: **Kerry Rowland @ 918-596-9847**

TAC #133

POTASSIUM PERMANGANATE

PUBLIC WORKS DEPARTMENT

INTENT:

To obtain a supply for powder, free-flowing grade, potassium permanganate to use in the City of Tulsa's Water Treatment Plants.

REFERENCE SPECIFICATION:

All provisions of the **American Water Works Association Standard for Potassium Permanganate, ANSI/AWWA B603-98** shall apply to this specification. A copy of this standard is attached to the end of this specification.

The potassium permanganate 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 (1) year beginning August 7, 2002 when current contract expires. The contract shall be renewable, with the consent of both parties, for two (2) successive one (1) 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 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. An MSDS shall be provided with every shipment of products.

AFFIDAVIT OF COMPLIANCE:

The supplier must submit an affidavit of compliance confirming that the potassium permanganate furnished under contract complies with all applicable requirements of **American Water Works Association Standard for Potassium Permanganate, B603-98 and NSF Standards** for treatment of a potable water supply. **An affidavit of compliance shall accompany each delivery and must also be submitted with the bid proposal.**

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 B603-98** or latest edition. Submitted with the formal bid shall a laboratory analysis of the product with the following information:

- 1. Bulk Density:** The bulk density of potassium permanganate must be 90 to 100 lb/ft³ (1,450 to 1,600 kg/m³).
- 2. Solubility:** The solubility in distilled water must meet the following requirements:

<u>Temperature °C</u>	<u>Solubility (g/L)</u>
0	27.8
20	65.0
60	230.0

- 3. Particle Size:** No more than 7% by weight of the material shall pass through a US Standard Sieve Series No. 200 (International Standard No. 75) sieve, and no more than 20% by weight shall be retained on a US Standard Sieve Series No. 40 (International Standard No. 425) sieve.
- 4. Water Tolerance:** The free-flowing grade shall not form lumps that cannot be broken up easily with minimal pressure and shall have no other characteristics that could prevent its use in dry-type chemical feeders. The moisture tolerance index shall be 0.7.
- 5. KMnO₄ - Content Percent by Weight:** The KMnO₄ content shall not be less than 97% by weight for the free-flowing grade.

NOTICE OF NONCONFORMANCE:

If the Potassium Permanganate delivered does not meet the requirements of this specification or the ANSI/AWWA B603-98 Standard, the purchaser shall provide a notice of nonconformance to the supplier within 10 days after receipt of the shipment. The supplier must request a retest within 10 working days after receipt of the notice of complaint from the purchaser. The purchaser shall forward a sample to a referee laboratory agreed on by both parties. The results of the referee analysis shall be accepted as final. The supplier shall pay the cost of the referee analysis.

QUANTITIES:

The estimated annual quantity (based on fiscal year July – June 2000-2001) of Potassium Permanganate 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	25,000 to 50,000 lbs
Mohawk	30,300 lbs

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

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.

All shipment shall be accompanied by the following:

- a) Shipping Invoice
- b) Affidavit of Compliance
- c) Certificate of Analysis
- d) Material Safety Data Sheet (MSDS)

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 a request for delivery is made by the respective Plant Superintendents or Chief Operators. Delivery at **Mohawk** shall be made between the hours of 7:00 a.m. and 3:30 p.m., delivery to **A.B. Jewell** between 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 of Tulsa recognized holidays. A list of the holidays is available upon request.

SECURITY:

1. Before the truck leaves the terminal, the supplier must 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 containers 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 truck 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.

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 of Tulsa 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 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.

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.

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 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 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 Potassium Permanganate to supply the City of Tulsa up to _____ annual pounds of material at a rate up to _____ pounds/month. for the period of _____ to _____.

City of Tulsa Contact List

Water Supply Systems

Mohawk Water Treatment Plant
Superintendent
Chief Operator
Operations
Fax

Joan Arthur	(918) 591-4029
Warren Williams	(918) 591-4028
	(918) 591-4047
	(918) 591-4038

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

Phil Demoret	(918) 669-6470
Emmet Blankenship	(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: _____