



## INVITATION FOR SEALED BID

**TAC #551A**

**Description: Liquid Chlorine**

**Department: PUBLIC WORKS**

**NIGP Commodity Code(s): 885-38-00-00-000-0**

**Total pages including this page is 16**

**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 : [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:** January 30, 2003

**BID NUMBER:** TAC 551A

**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: January 17, 2003

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

My Commission # \_\_\_\_\_

**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 551A

<u>QTY</u>	<u>DESCRIPTION</u>	<u>COST</u>
325	One Ton Cylinders	\$ _____ / Per Ton Delivered
25	150 Pound Cylinders	\$ _____ /Per Cylinder Delivered
680 tons	Bulk (minimum shipment of 10 tons)	\$ _____ /Per Ton Delivered

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.

**NOTE: BIDDERS MUST SUBMIT ONE (1) ORIGINAL BID AND TWO (2) COPIES, EACH WITH ATTACHMENTS AS NECESSARY TO SHOW COMPLIANCE WITH BID SPECIFICATIONS.**

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

**TAC 551A  
LIQUID CHLORINE  
PUBLIC WORKS DEPARTMENT**

**INTENT:**

To obtain a supplier to furnish liquid chlorine for the City of Tulsa's water and wastewater treatment plants.

**REFERENCE SPECIFICATIONS:**

All provisions of the **American Water Works Association Standard for Liquid Chlorine (AWWA B301-99, or latest edition)** shall apply to this specification. A copy of this standard is attached to the end of this specification.

The liquid chlorine 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, 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 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 shall supply an affidavit with the executed contract stating that all products furnished under this contract comply with all applicable requirements of AWWA for liquid chlorine. **An affidavit of compliance shall accompany the bid proposal.**

**METHOD OF PAYMENT:**

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

Payment for bulk shipments of liquid chlorine shall be made on a 100 percent net weight basis confirmed by the Affidavit of Compliance.

Payment for one-ton cylinders and 150-pound cylinders will be made on a per cylinder basis as confirmed by the certificate of compliance.

**DELIVERY GUARANTEE:**

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

**QUANTITIES:**

The estimated annual quantities based on fiscal year (July-June) 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.

Mohawk Plant - 330 tons - bulk  
A. B. Jewell Plant - 350 tons - bulk  
Northside Plant - 175 tons - 1-ton cylinders  
Southside Plant - 115 tons - 1-ton cylinders  
Distribution Systems - 25 cylinders - 150 pound cylinders  
Haikey Creek - 30 tons - 1 ton cylinders  
Lower Bird Creek - 5 tons - 1 ton cylinders

## **POINT OF DELIVERY:**

Delivery is to be made to the following locations:

Mohawk Water Treatment Plant, 3600 East Mohawk Boulevard  
A. B. Jewell Water Treatment Plant, 18707 E. 21st St.  
Northside Wastewater Treatment Plant, 5665 North 105th E. Ave.  
Southside Wastewater Treatment Plant, 5300 South Elwood  
Distribution Systems to the Mohawk Plant or Southside Plant  
Haikey Creek Wastewater Treatment Plant, 11602 E. 151st St., Broken Arrow, OK  
Lower Bird Creek Wastewater Treatment Plant, 21121 E. 36 St. North, Catoosa, OK

**Unloading and placing into storage shall be the responsibility of the seller.**

## **METHOD OF DELIVERY:**

1. Liquid Chlorine shall be delivered in bulk, one-ton cylinders and 150-pound cylinders as shown in the quantities section of these specifications.
2. Unloading full cylinders, placing into storage, and loading empty cylinders shall be the responsibility of the seller.
3. For safety reasons, an operator will be present during placement of the cylinders and connection/disconnection of hoses for bulk filling.
4. The supplier may charge a deposit/rental fee on the cylinders supplied to the City. This fee should be included in bid proposal.
5. Chlorine will be provided to the A. B. Jewell and Mohawk Plants in bulk and placed in the City owned storage containers. Any change in the method or loading/unloading of the chemicals into the City owned storage containers must be approved prior to the loading/unloading of the chemicals.
6. Chlorine deliveries of the 150-pound cylinders shall be a minimum of two cylinders delivered to the Mohawk or Southside Plant based on an on-call basis. The destination point will be relayed to the supplier when the cylinders are requested by the City of Tulsa. Delivery shall be within five working days of receipt of order.
7. Chlorine 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.
8. A certificate that delivery trailers are dedicated to the delivery of one product only or a certificate that the trailer was properly cleaned for the transport of the delivered product.
9. Unloading time shall be free of charge for a minimum of four hours beginning upon arrival of the cargo trailer at the designated plant and ending upon its departure from the property. Additional charges for each quarter of an hour beyond four 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 supplier's unloading time exceeds the free time through no fault of the City. No charge shall be made for rejected shipments.

10. **All shipments will be accompanied by the following:**

- a) **Shipping Invoice**
- b) Certificate of Analysis
- c) Material Safety Data Sheet (MSDS)
- d) 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.
- Bulk shipments to **Mohawk** will be weighed on the on site plant scales before and after offloading.

**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 supplier and/or transporter must provide a list containing the trailer numbers of the trailers dedicated to deliver the chlorine. In addition, before the delivery the supplier and/or transporter must provide the tractor, tanker, and/or trailer number to the appropriate plant. (Please review the Contact List and Delivery Confirmation Form at the end of this specification.)
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 loads being refused, and will result in the delay of the unloading of chemicals, until the discrepancies are satisfactorily resolved.

**TIME OF DELIVERY:**

Deliveries shall be within 5 days after receipt of the order at such intervals as indicated by the respective plant superintendents.

Shipments shall be made between the hours of 7:00 a.m. and 3:30 p.m. Monday through Friday at the Mohawk Plant. Delivery to A. B. Jewell shall be made between 7:00 a.m. and 3:00 p.m. Monday through Friday. Delivery to the Haikey Creek, Lower Bird Creek, Northside and Southside Wastewater Treatment Plants shall be made between 8:00 a.m. and 2:00 p.m. Monday through Friday. Unless otherwise approved in advance by the plant superintendent or chief operator. **NOTE: Deliveries may not be made on City recognized holidays, a list of these will be provided upon request.**

## **EMERGENCY AND SPILLS:**

If the supplier causes a chlorine leak, spill, or some other discharge from storage vessels, piping, hoses, and connections during the unloading process, the supplier must contain, clean up, and return the site to the condition existing before the spill. The City of Tulsa shall not be liable for the cost to contain, clean up, and return the site to the pre-spill condition. The supplier shall notify the city immediately in the case of a spill or accident.

The supplier must provide with the bid proposal the name of a local company to provide emergency response services in case a leak occurs. This company must respond within 30 minutes once a leak is detected.

The supplier must also provide the City of Tulsa personnel with chlorine safety training.

If a spill is detected by City personnel after a delivery has been made the city will contact the supplier and the designated local response service to contain the leak. In this case, the supplier shall be liable for the cost to contain the leak and return the site to the pre-spill conditions.

## **BID ITEMS:**

Bidders shall provide prices for all items. The bid price for chlorine shall be based on estimated quantities as shown in the Quantities Section of this specification. Prices shall include delivery and any deposit/rental fee for containers.

**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.**

## **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 a written addendum 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 alum (aluminum sulfate ) to supply the City of Tulsa up to \_\_\_\_\_ annual tons of material at a rate up to \_\_\_\_\_ tons/month, for the period of \_\_\_\_\_

# City of Tulsa Contact List

## Water Supply Systems

Mohawk Water Treatment Plant

Superintendent	Joan Arthur	(918) 591-4029
Chief Operator	Warren Williams	(918) 591-4028
Fax		(918) 591-4038

A. B. Jewell Water Treatment Plant

Superintendent	Phil Demoret	(918) 669-6470
Chief Operator		(918) 669-6471
Fax		(918) 669-6482

Administration

Utility Sys. Operations Adm.	Kerry Rowland	(918) 596-9847
Fax		(918) 596-1615

## Water Pollution Control

Administration

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



**City of Tulsa  
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: \_\_\_\_\_