



INVITATION FOR SEALED BID

TAC #571A

Description: Water Filtering System & Service

Department: PUBLIC WORKS

NIGP Commodity Code(s): 979-53-00-00-000-0

Total pages including this page is 13

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

you must notify the buyer Patricia Cummings of your intent to bid by e-mail pcummings@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 10, 2002

BID NUMBER: TAC 571A

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: September 26, 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, manufacturers 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 571A

Lease of Deionized Water System to include Monthly maintenance & service of Systems provided:

(1) Northside Quality Assurance Laboratory
5665 N. 105 East Ave.
Tulsa, OK 74117

\$ _____ /per month

(2) A.B. Jewell Quality Assurance Lab.
18707 East 21st Street
Tulsa, OK 74134

\$ _____ /per month

(3) Mohawk Quality Assurance Lab
3600 North Mohawk Blvd.
Tulsa, OK

\$ _____ /per month

(4) Mohawk Operations Lab.
3600 North Mohawk Blvd
Tulsa, OK

\$ _____ /per month

(5) Industrial Pretreatment
4816 S. Elwood
Tulsa, OK

\$ _____ /per month

(6) Industrial Pretreatment (Ext)
1402 S. Trenton
Tulsa, OK

\$ _____ /per month

(7) Southside WWTP
5300 S. Elwood
Tulsa, OK

\$ _____ /per month

TOTAL COST PER MONTH:

\$ _____

Make/Model of system to be provided: _____

TAC 571A

WATER FILTERING SYSTEM & SERVICE

PUBLIC WORKS DEPARTMENT

INTENT:

The Quality Assurance Laboratory is requesting a contract be established for the provision of Laboratory Pure Water. This contract will include providing a system and regular maintenance to ensure lab pure water at seven locations for Public Works, Environmental Operations. The locations are listed on page 8.

GENERAL:

The successful bidder will provide a deionized water system consisting of mixed bed deionizer, anion and cation resin, carbon filter, etc that will be capable of meeting or exceeding Type 2 water requirements specified below at a flow rate of 5 gallons per minute (gpm). The successful bidder will maintain and service the system every 90 ninety days or as needed to meet Laboratory requirements as indicated by resistivity light.

Specifications for Type 2 Water:

- Bacteria CFU/ml <1000
- Resistivity megohm-cm at 25degrees C >1
- Conductivity umho/cm at 25 degrees C <1
- SiO₂ and heavy metals mg/L <0.1 (heavy metals Pb, Cd, Cr, Cu, Ni, Zn not greater than 0.05 mg/L or <0.1mg/L collectively)

In addition to the Type 2 water requirement the **(1) Northside Quality Assurance Lab, (2) A.B. Jewell Quality Assurance Lab and the (3) Mohawk Quality Assurance Lab** require additional water polishing units to provide Type 1 water that meets the following specifications:

Specifications for Type 1 Water:

- Bacteria CFU/ml <10 (preferably bacteria free)
- Resistivity, megohm-cm at 25 degrees C >10
- Conductivity, umho/cm at 25 degrees C <0.1
- SiO₂ and heavy metals ug/L <0.5 (heavy metals Pb, Cd, Cr, Cu, Ni, Zn not greater than 0.1 ug/L or <0.5ug/L collectively)
- Particulate matter removed by 0.22-micron filter
- Organic contaminants- TOC <10ug/L

For questions of a technical nature, or to view the area in which the Water System is to be located, please contact: Ken Burman @ 591-4576

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.

PRICING:

Bid prices, unless otherwise specified, must be net, including transportation and handling charges fully prepaid by vendor to destination and subject only to cash discount for prompt payment of invoice.

DELIVERY:

Delivery time must be stated in days in the appropriate spaces of the cover sheet. Indefinite terms such as “promptly”, “without delay”, etc., will not be given consideration. Failure to indicate delivery time shall be cause for rejection of the bid.

BIDDER AFFIDAVITS:

Each bidder shall accompany their bid with a fully executed and notarized copy of the attached **Non-Collusion Affidavit** and the **Interest Affidavit**. Failure to do so may be cause for rejection of the bid.

Bidder must submit original and two (2) copies of bid proposal. Failure to do so may result in rejection of bid.

INSURANCE:

The Vendor(s), and any subcontractors, shall carry and keep in force during the term of the contract policies of public liability insurance including any contractual liability assumed under the contract in the desired amounts set forth below and workmen’s compensation in the amount required by law, and employer’s liability insurance in the amount of five hundred thousand dollars (\$500,000).

Personal Injury, each person	\$175,000
Property Damage, each person	\$25,000
Personal Injury & Property Damage Aggregate, each occurrence	\$1,000,000

The policy shall provide a clause stating that it cannot be canceled by the insurer without the insurer first giving the City thirty (30) days written notice of cancellation. The successful Vendor(s) and all subcontractors shall furnish the City a certificate of insurance showing such coverage prior to execution of a contract with the City.

The City shall have no responsibility of liability for such insurance coverage. Contractor must provide a certificate of insurance compliance within ten (10) calendar days after notification of award and prior to starting work. The City of Tulsa shall be listed as an additional insured on all certificates of insurance, to read as follows: "THE CITY OF TULSA, A MUNICIPAL CORPORATION, IS AN ADDITIONAL INSURED FOR WORK PERFORMED UNDER THE SUBJECT CONTRACT AND MUST BE NOTIFIED IN WRITING THIRTY (30) DAYS IN ADVANCE OF INSURANCE CANCELLATION OR TERMINATION." Certification must include: NAME AND ADDRESS OF INSURANCE COMPANY (MUST BE LICENSED TO TRANSACT BUSINESS IN THE STATE OF OKLAHOMA); POLICY NUMBER; AND, LIABILITY COVERAGE AND AMOUNTS.

CONTRACT TERM:

The terms of the contract shall be for a period of one year, and shall be renewable with the consent of both parties for three (3) 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 bidder 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 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.
2. The contractor 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 vendor.

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:

Award of this bid will be to the firm who offers a system that is compatible with the City of Tulsa's existing facilities, and offers the lowest overall cost of service.

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.