



INVITATION FOR SEALED BID

TAC #572A

Description: FILTER SAND

Department: PUBLIC WORKS

NIGP Commodity Code(s): 750-77-00-00-000-0

Total pages including this page is 14

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 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.

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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 572A

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: October 2, 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

Commission # _____

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 572A

Description

Unit Cost

AB Jewell

\$ _____/per ton

\$ _____/per semibulk containers
(super sacks)

Price for extra hose shall be included in unit cost above. No extra cost for hose shall be charged. Hoses can be stored at plant if vendor wishes to do so.

Unloading time shall be free of charge for a minimum of four (4) hours. Additional charges for each quarter of an hour beyond the four (4) free hours:

\$ _____/per quarter hour

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

BID PRICES:

Bidders shall provide prices for all items. All prices shall be quoted F.O.B. Destination. Any charge or provisions anticipated by the bidder and shown in the specifications must be called out and included in the bid submittal.

**TAC 572A
FILTER SAND
PUBLIC WORKS DEPARTMENT**

INTENT:

To obtain a source to supply filter sand for the City of Tulsa's A.B. Jewell Water Treatment Plant.

REFERENCE SPECIFICATIONS:

The bidder must meet all the requirements of the American Water Works Association Standard for Filtering Material (ANSI/AWWA B100-96). A copy of this standard is attached to this specification. The product supplied must be NSF approved. Copies of the NSF approval must be submitted with each proposal. The bid proposal will be rejected if the bidder fails to submit this approval.

DELIVERY:

All shipments must be delivered in bulk or semibulk containers (super sacks). The shipper must protect the media from contamination during shipment. Bulk shipments shall be made in trailers that are dedicated to the delivery of sand only. The supplier shall furnish to the City a current written list of all dedicated trailers. If the supplier is not using dedicated trailers, a certificate of cleaning will accompany each shipment. Deliveries from trailers not on the current list of dedicated delivery trailers or accompanied by a certified cleaning certificate shall be rejected and returned to the supplier at no charge to the City of Tulsa. The bulk shipments must be compartmentalized so that each compartment fills no more than one filter cell. Representative media samples for analysis must be obtained at the point of production or loading and analyzed prior to shipment by an independent lab hired by the City of Tulsa.

The City of Tulsa will provide a source of water to expedite the delivery process. The water for off-loading will be available from a plant fire hydrant; the furthest distance from center of filter for off-loading is 150 feet. Hoses can be stored at the plant.

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.

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 increase or decrease prices under the contract. The notice shall include a formula of the price increase or decrease.

BID SUBMITTAL:

The bidder shall submit an affidavit with the formal bid proposal stating that all products in this contract shall comply with all applicable requirements of AWWA B100-96 for Filtering Material.

SAMPLING AND TESTING:

The bid proposal and each future delivery of filter material must include the following analytical tests. The sampling of filter materials shall be performed in accordance with ASTM D75 and reduced to testing size in accordance with ASTM C702. The specific gravity of silica sand shall be determined in accordance with ASTM C128. The sieve analyses for filter material shall be performed in accordance ASTM 136.

QUANTITY:

AB Jewell: 12 filters each have a surface area of 1,760 ft² with 14 inches above the top of the underdrain (scraped to 12) of media placed directly on the filter underdrains.

A minimum is not guaranteed.

QUALITY:

The product must meet the following quality requirements:

AB Jewell:

1. Silica sand shall consist of hard, durable, and dense grains of predominately siliceous material that will resist degradation during handling and use.
2. The silica sand shall be free of clay dust, and micaceous and organic matter.
3. Effective size shall be 0.45 to 0.55 mm.
4. Specific gravity shall be 2.6 or greater.
5. Uniformity coefficient shall be less than 1.5.

REQUIREMENTS DURING DELIVERY:

All shipments shall be accompanied by the following:

1. Shipping Invoice
2. Affidavit of Compliance (including sieve analysis)
3. Weigh Master Certificate of Weight and Measure

Deliveries made to the **AB Jewell Water Treatment Plant** require a weigh masters certificate and measure from a local (Tulsa area) scale before and after delivery. City personnel will accompany the truck to the scale for the after deliver weight stamp.

4. Certificate of Cleaning, if necessary

TIME OF DELIVERY:

1. Delivery shall be within three (3) calendar days after receipt of order at such intervals as required by the respective plant superintendents.
2. Delivery shall be made between the hours of 7:00 a.m. and 2:00 p.m., Monday through Friday, unless approved otherwise, in advance, by the respective plant superintendent or chief operator.

NOTE: Deliveries may not be made on City recognized holidays.

DELIVERY POINTS:

AB Jewel Water Treatment Plant, 18707 E. 21st Street

SECURITY:

1. Before the truck leaves the terminal, the vendor needs to notify the appropriate plant that the delivery is en route. The vendor 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.
3. The tractor, tanker, and/or trailer 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 loads being refused, and will result in the delay of the unloading of chemicals, until discrepancies are satisfactorily resolved.

UNLOADING FACILITY:

Any modifications required to the existing fittings and/or the unloading facilities shall be at the bidder's expense.

UNLOADING DURATION:

1. Unloading time shall be free of charge for a minimum of four (4) hours, beginning upon arrival of the cargo trailer at either water treatment plant and ending upon its departure from the property.
2. Additional charges for each quarter of an hour beyond the four (4) hours of free time shall be as quoted in the pricing schedule section.
3. Each charge will be investigated and approved prior to payment.
4. In no case, will demurrage be charged if the bidder's unloading time exceeds free time through no fault of the City.
5. No charge shall be made for rejected shipments.

SPILLS:

1. If during delivery and unloading the bidder causes chemicals to be spilled or otherwise improperly discharged from storage vessels, piping, hoses and connections, the bidder shall contain, clean up and return the site to the condition existing before the spill.
2. The City shall not be liable for the costs of containment.
3. The bidder shall notify the City immediately in the case of a spill or accident.
4. If City personnel detect a spill after a delivery has been made and has not been contained, cleaned up, or disposed of, the City will immediately contain, clean up and return the site to the conditions existing before the spill.
5. The bidder shall, in this case, be liable for the costs of containment, clean up and returning the site to the pre-spill conditions.

HAZARD COMMUNICATION STANDARD:

The Oklahoma Hazard Communication Standard is a part of this specification. The seller 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.

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 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 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.