



INVITATION FOR SEALED BID

TAC 614

Description: POOL CHEMICALS

Department: PARK & RECREATION

NIGP Commodity Code(s): 885-40-00-00-000-0

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 : <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 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: APRIL 4, 2002

BID NUMBER: TAC 614

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: March 25, 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.

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:

The Interest Affidavit 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

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 614

General Requirements

- Vender will maintain an active email address.
- Orders will be placed via telephone, fax or email (at the Departmental representative's discretion).
- An itemized invoice will be provided to the Tulsa Parks representative or his or her designee at the time of each delivery. In lieu of providing an itemized invoice at the time of delivery, the vender may fax an itemized invoice to the Departmental representative, provided the fax arrives no later than close of business on the last business day prior to the delivery.
- Prices are based on purchase of a minimum purchase of 20,000 lbs. of dry chemicals over the course of the year.

Option 1 (Vender delivers to Ben Hill Pool at 210 E. Latimer Place, Tulsa, OK)

- (1) Pulsar plus briquettes \$ _____/lb.
- (2) Isocyanuric acid powder for pools \$ _____/lb.
- (3) Pulsar dry chlorinator granular or Calcium \$ _____/lb.
- (4) Muratic acid for pools \$ _____/gal.

Delivery of routine orders will be made by 2:00 p.m. on the sixth full business day after the order is placed.

Price per pound includes up to four (4) routine deliveries to, and offloads at Ben Hill Pool.

\$ _____/lb. delivery charge will be paid to the vender for routine deliveries in excess of four.

Delivery of emergency orders will be made by 2:00 p.m. on the second full business day after the order is placed.

\$ _____/lb. delivery charge will be paid to the vender for any emergency delivery.

Emergency deliveries will not be counted against the four routine deliveries.

The Departmental representative must approve weekend and holiday deliveries in advance.

Option 2 (Buyer picks up chemicals*)

- (1) Pulsar plus briquettes \$_____/lb.
- (2) Isocyanuric acid powder for pools \$_____/lb.
- (3) Pulsar dry chlorinator granular or Calcium \$_____/lb.
- (4) Muratic acid for pools \$_____/gal.

Address of pickup site for Option 2 _____

Type of facility (e.g. warehouse, store, etc.) _____

*Pickup site must be within Tulsa, OK city limits.

For questions please contact: Ric Brown @ 918-596-2496

**TAC 614
POOL CHEMICALS
PARK & RECREATION DEPARTMENT**

INTENT:

It is the intent of these specifications to set minimum requirements, not to otherwise limit bidding for the supply of **Pool Chemicals** for the City of Tulsa, Park & Recreation Department.

SCOPE AND CLASSIFICATION:

These specifications are to cover the purchase of pool chemicals, Chlorine (Calcium Hypochlorite briquettes), Sodium Bicarbonate, Muriatic Acid, Cyanuric Acid and Calcium Chloride. These specifications include sections on Scope and Classifications, Applicable Specifications, Performance, Material Requirements.

These chemicals are to be used by the City of Tulsa Parks and Recreations Department to include, but are not limited to at least 20 locations within the Park and Recreation Department.

APPLICABLE SPECIFICATIONS:

Listed below are the names of the manufacturing firms whose published specifications were used to assist the City of Tulsa in writing this specification. The appearance of a firm's chemicals may fulfill the requirements listed; however, there may be exceptions, where the standard chemical produced by that firm will not totally fulfill all requirements herein. The fact that a firm's name does not appear in this list does not necessarily mean that said firm does not have chemicals that will fulfill the requirements herein specified.

OLIN COMMERCIAL POOL PRODUCTS, STAMFORD CT;
PULSAFEEDER, PUNTA GORDA, FLA (OR EQUAL)

PERFORMANCE, FUNCTIONAL, MATERIAL REQUIREMENTS:

State requirements are minimum. Chemicals that exceeds these in quality and/or are equal will be acceptable unless otherwise stated. Exception to the specification will not be considered unless equal to the specified chemical in every respect in the opinion of the specifying agent and must be submitted for approval not less than 10 days prior to the bid date. Submittals for proposed exceptions must include complete specificaitons, and product bulletins.

MATERIAL REQUIREMENTS:

A.		Minimum	Maximum
	Calcium Hypochlorite Briquettes		
	Available Chlorine (% by wt)	65.0	-----
	Water (% by wt)	4.0	8.5
	Iron (% by wt)	-----	0.05
	Oxides heavy metals and AL (% by wt)	.5	
	Scale inhibitor (% by wt)	.4	.6
	Weight (grams)	6.5	7.5

B. Cyanuric Acid
 Formula (HCNO)₃
 Such as Olin Pulsar Sunscreen 20 Stabilizer 80 lb. Plastic Dr.

C. Muriatic Acid
 Hydrochloric Acid 15 Gal. Dr.

D. Calcium Chloride 50 lb. bag

CONTRACT TIME:

The terms of the contract shall be for a period of one year. The contract shall be renewable with the consent of both parties for three 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 vendor.

METHOD OF SAMPLING, INSPECTIONS & TESTS:

1. After bid results are tabulated, the City of Tulsa Park & Recreation Department reserves the right to require samples of selected products for inspection and evaluation.
2. Unless otherwise specified in the contract or purchase order, the supplier shall be responsible for the performance of all inspection and test requirements necessary to insure compliance with requirements for this specification. This does not preclude subsequent inspection and testimony by the City of Tulsa to further determine conformance with specification requirements of quality standards of materials.

MATERIAL SAFETY DATA SHEETS AND DESCRIPTIVE LITERATURE:

Bidders are required to furnish "Material Safety Data Sheets" (MSDAP) as prescribed by OSHA and/or EPA requirements with your bid on all chemical products bid.

In addition, the bidder must include descriptive literature (e.g. product labels, specification sheets, etc.) detailing the chemical and physical properties of all items bid verifying that they meet or exceed the specifications included herein. Each submittal must be marked with the corresponding item number(s). Failure to comply will result in the exclusion of that item from consideration.

Each bidder is required to furnish with their bid, catalog cuts and/or descriptive literature, properly labeled with the bid number and bidder's name, with full illustrations and detailed specifications for each item offered as equal to the brand name specified. In addition, all differences in specifications from the specifications stated herein must be so marked.

TESTS:

The City of Tulsa reserves the right to subject all products offered, prior to award of bid, to whatever physical and or chemical tests are deemed necessary to satisfy the purpose for which they are required.

PURCHASE ORDERS, INVOICING AND PAYMENT:

The City of Tulsa may issue both itemized purchase orders as well as blanket purchase orders for the Park & Recreation Department.

The contract holder shall furnish the user department one (1) copy of the itemized delivery ticket.

The original invoice(s) are to be sent directly to the City of Tulsa, Finance Department, Accounts Payable, 200 Civic Center, City Hall Building, Room 923, Tulsa, OK 74103.

Invoices shall contain the following minimum information:

1. Using agency and delivery address
2. Purchase Order Number

3. Delivery ticket number (if not same as invoice number)
4. Product description
5. Unit Price of Product(s)
6. Total Price of Invoice
7. Delivery date or pickup date
8. Bid (TAC) Number

Invoices for blanket purchase orders are not to be accumulated and mailed at the closing of each purchase order.

BIDDER'S AFFIDAVIT:

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 will be cause for rejection of the 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 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 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.