



**TAC 550
CAUSTIC SODA
PUBLIC WORKS DEPARTMENT**

ADDENDUM NO. 1

This Addendum No. 1, consisting of the following information, shall be made a part of the bid specifications for subject bid.

- 1. Please change the quantity of the 20% from 2000 Tons To 120 Tons.**

All other provisions remain the same.

Please include this addendum with your bid submittal.

Company Name

Signature

/dd

INVITATION FOR SEALED BID

TAC #550

Description: Caustic Soda

Department: PUBLIC WORKS

NIGP Commodity Code(s): 885-78-00-00-000-0

**Total pages including this page is 13
FAXING OF BIDS IS NOT ACCEPTABLE**

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.

TABLE OF CONTENTS

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

Table of Contents		2
Invitation for Sealed Bid	(Note #1)	3
General Terms and Conditions		4
Interest Affidavit	(Note #2)	5
Bidder Affidavit	(Note #2)	6
Contractor Information Sheet		7
Summary Price Sheet		8
Specifications		9-13

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 25, 2001

BID NUMBER: TAC 550

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 11, 12, 16, 17, 18, 2001

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 _____

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 _____, 19_____.

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 550

<u>QTY</u>	<u>DESCRIPTION</u>	<u>COST PER DELIVERED TON</u>
2000 Tons	Bulk, minimum shipment of 11 tons 50% by wt.	\$ _____ (100% NaOH)
2000 Tons	Bulk, minimum shipment of 11 tons 20% by wt.	\$ _____ (100% NaOH)

For questions please contact: Monte Hannon @ 596-9598

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.

**TAC 550
CAUSTIC SODA
PUBLIC WORKS DEPARTMENT**

INTENT:

To obtain a source of supply for furnishing Caustic Soda (NaOH) for use in the treatment of municipal water and wastewater. The City of Tulsa will be referred to in this specification as the City.

REFERENCE SPECIFICATIONS:

All provisions of the American Water Works Association Standard for Caustic Soda, (AWWA B501-98, or latest edition) shall apply to this specification unless stated otherwise herein.

Caustic Soda will also comply with all directives of Water Chemicals Codex for Caustic Soda.

CONTRACT TIME:

The terms of the contract shall be for a period of 12 months.

HAZARD COMMUNICATION STANDARD:

The Oklahoma Hazard communication Standard is hereby made a part of this specification. The seller shall provide Material Safety Data Sheets (MSDS) on products 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 seller shall supply an affidavit with the executed contract stating that all products furnished under this contract shall comply with all applicable requirements of AWWA for Caustic Soda. Caustic Soda shall also comply with the Water Chemicals Codex for Caustic Soda. **An affidavit of compliance shall accompany each delivery.**

PRICE ADJUSTMENT OPTION:

The price paid for a commodity under this contract shall not change during the term of this contract.

METHOD OF PAYMENT:

Payment of bulk deliveries shall be made for amounts delivered and determined by certified scale certificates. The weight for A.B. Jewell and Southside shall be taken at a local (Tulsa) certified scale near the point of destination before and after offloading. Bulk shipments to Mohawk will be weighed on the on site plant scales before and after off loading.

Payment for liquid caustic soda (50%) shall be made based upon 100 percent Sodium Hydroxide quantity calculated by the percent of solution multiplied by the net weight of the shipment. The percent solution will be stated in the Affidavit of Compliance and confirmed by the City laboratories.

QUANTITIES:

The estimate of annual quantities to be purchased is listed below. Actual quantities purchased may be more or less than the quantity estimated. A minimum is not guaranteed.

A.B. Jewell Plant – 800 tons (liquid 50%) - bulk
Mohawk - 2000 tons (liquid 50%) - bulk
Southside- 120 tons (liquid 20%) - bulk

POINT OF DELIVERY:

Delivery is to be made to the following locations:

Mohawk Filtration Plant, 3600 East Mohawk Boulevard, Tulsa OK 74115
A.B. Jewell Filtration Plant, 18707 E 21st St., Tulsa, OK 74134
Southside Wastewater Plant, 5300 S. Elwood and 236 E. 71st St South, Tulsa, OK 74136

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

METHOD OF DELIVERY:

Caustic Soda shall be delivered in bulk quantities of liquid (50% and 20%) only. Unloading and placing into storage shall be the responsibility of the seller. For safety reasons, an operator will be present during connection/disconnection of hoses for bulk filling.

All shipments will be accompanied by the following:

1. Shipping invoice
2. Affidavit of Compliance
3. Bulk shipments to A.B. Jewell and Southside will require: Weigh Master's Certificate of Weight - Certificate must be from a local certified scale. Attached please find a list of

local certified scales. Shipments for Mohawk will be weighed utilizing scales on site at the Mohawk plant.

4. 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.

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, **with proper certification**, and ending upon its departure from the property. In no case will demurrage be charged if the bidders unloading time exceeds free time through no fault of the City. No charge shall be made for rejected shipments. Additional charges for each quarter of an hour beyond four (4) hours of free time shall be as quoted on the bid submittal.

TIME OF DELIVERY:

Deliveries shall be within 24-hours after receipt of order at such intervals as indicated by the respective plant superintendents. In emergency cases, delivery shall be within four (4) hours of receipt of order.

Shipments shall be made between the hours of 7:00a.m. and 2:00p.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 (except in emergencies), a list of these will be provided upon request.**

EMERGENCY:

In the event of an emergency caused by the successful vendor for any reason, the vendor shall have a trained response team on-site within one hour of notification. A telephone number(s), which is continuously staffed, shall be provided for this purpose.

BID ITEMS:

Bidders shall provide prices for all items

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.

Bid Items

50% Caustic Soda (delivered)

20% Caustic Soda (delivered)

Additional Charges per quarter hour (beyond four (4) hours of free time)

Certified Scales

Bruce's Tulsa Truck Plaza, I-44 & 161st East Ave

Quick-Trip Truckstop, I-44 & 161st East Ave

Quick-Trip Truckstop, I-44 & 49th West Ave

Flying J Travel Plaza, 27 N. 129th East Ave

(Other area scales are available)

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.

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 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 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;