



**Invitation For Bid TAC 107i  
Fluorosilicic Acid  
Water & Sewer Department  
Issued: December 19, 2019**

**City of Tulsa,  
Oklahoma**  
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NOTICE is hereby given that the CITY OF TULSA, OKLAHOMA will receive sealed Bids for the following:

**BID # TAC 107i**

**DESCRIPTION: Fluorosilicic Acid**

**(Commodity Code(s): 885-48)**

You are invited to submit a Bid to supply the Goods and/or Services specified above. Invitations for Bid (IFB) will be posted on the City's website at [www.cityoftulsapurchasing.org](http://www.cityoftulsapurchasing.org) or a hardcopy may be obtained at:

City of Tulsa-Purchasing Division  
175 East 2<sup>nd</sup> Street, Suite 865  
Tulsa Oklahoma 74103

**Bids must be received no later than 5:00 PM (CST) on Wednesday, January 29, 2020, and delivered to:  
City Clerk's Office  
175 East 2<sup>nd</sup> Street, Suite 260  
Tulsa Oklahoma 74103**

Bids must be sealed and either mailed or delivered. No faxed or emailed Bids will be considered. Bids received after the stated date and time **will not be accepted and will be returned to the Bidder unopened.**

The Bid Packet consists of (1) this Notice of Invitation for Bid, (2) the Summary Sheet, (3) Form #1, (4) Form #2, (5) Form #3, (6) Form #4, (7) Form #5, (8) Form #6, (9) the Instructions, Terms and Conditions for Bidders, (10) Special Requirements, (11) Technical Specifications, (12) Form #7, (13) Form #8, and (14) Exhibit A.

Use this checklist to ensure you have properly read and completed all Forms.

- \_\_\_\_\_ Notice of Invitation for Bid
- \_\_\_\_\_ Summary Sheet
- \_\_\_\_\_ Form #1: Bidder Information Sheet. Must be completed.
- \_\_\_\_\_ Form #2: Purchase Agreement. **Complete legal name in first paragraph and Notice provision in Section 17.i. Original signature required.**
- \_\_\_\_\_ Form #3: Interest Affidavit. Original signature and notarization required.
- \_\_\_\_\_ Form #4: Non-Collusion Affidavit. Original signature and notarization required.
- \_\_\_\_\_ Form #5: Affidavit of Claimant. Original signature and notarization required.
- \_\_\_\_\_ Form #6: Acknowledgment of Receipt of Addenda/Amendments. Must be completed and signed.
- \_\_\_\_\_ Instructions, Terms and Conditions for Bidders
- \_\_\_\_\_ Special Requirements (Offer Period; Insurance and Bonding; References)
- \_\_\_\_\_ Technical Specifications
- \_\_\_\_\_ Form #7: Affidavit of Compliance. Original signature and notarization required.
- \_\_\_\_\_ Form #8: Technical, Managerial and Financial Capabilities
- \_\_\_\_\_ Exhibit A: Bid Form including Delivery and Pricing. This is your Bid. It must be completed or your Bid will be rejected.

**IMPORTANT NOTE: Write the Bid Number, Bid Description (as listed above), and Bid Opening Date on the lower left corner of the outside of your Bid envelope. You must return the entire completed Bid Packet.**



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**SUMMARY SHEET**

**Project Buyer**

If you have any questions or need additional information, contact the assigned Project Buyer:

Ashleigh McCarn  
[amccarn@cityoftulsa.org](mailto:amccarn@cityoftulsa.org)  
City of Tulsa  
175 E. 2nd Street, 15TH Floor  
Tulsa, OK 74103  
Include **TAC 107i** on the subject line

**Bidder's Notice of Intent to Submit a Bid**

Email the Project Buyer indicating your intent to Bid. Include **TAC 107i** on the subject line of the email. You will receive an email response verifying your notice of intent to bid was received. This same procedure should be followed to request clarification, in writing, of any point in the IFB. Bidders are encouraged to contact the Project Buyer by email if there is anything in these specifications that prevents you from submitting a Bid, or completing the Bid Packet.

Questions and concerns must be received no later than **ten (10) days prior** to the Bid Packet due date.

**Issuing of Addenda**

If you received the notice of this IFB from the City as a result of being registered to sell the commodity code(s) on this Bid, you should also receive notice of any addenda issued. If you are not registered with the City to sell the commodities listed herein, you must register as a supplier on the City of Tulsa Purchasing website ([www.cityoftulsapurchasing.org](http://www.cityoftulsapurchasing.org)) to receive notice of any addenda, or to receive notice of any future IFBs.

**Pre-Bid Conference**

If a pre-Bid conference will be held for this IFB, information on that conference will be inserted below:

No pre-Bid conference will be held for this IFB.

**Bid Packet Submission**

The City requires two completed Bid packets: 1 Original and 1 Copy. Each must be clearly labeled on the front sheet indicating "Original" or "Copy". If a copy on electronic media is also required, the line below will be checked.  
\_\_\_ Electronic Copy also required.

Responses to this Invitation for Bid must be made on the forms listed on page 1. The entire completed Bid Packet must be returned or your Bid may be rejected. Do not take exception to any portion of this Bid Packet. Do not make any entries except where required. Do not insert any other documents into the Bid Packet.

**Bid Opening**

All Bid openings are public and take place at 8:30 a.m. Thursday, the day after Bids are due. The Bid openings are held in the City of Tulsa Council Meeting Room, 175 East 2<sup>nd</sup> Street, 2<sup>nd</sup> Floor, Tulsa, Oklahoma.



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**FORM #1  
BIDDER INFORMATION SHEET**

**Bidder's Exact Legal Name:** \_\_\_\_\_  
(Must be Bidder's company name as reflected on its organizational documents, filed with the state in which bidder is organized; not simply a DBA)

**State of Organization:** \_\_\_\_\_

**Bidder's Type of Legal Entity: (check one)**

- |  |  |
|--|--|
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Limited Liability Company     |
| <input type="checkbox"/> Partnership         | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Corporation         |  |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Other: _____                  |

**Bidder's Address:** \_\_\_\_\_  
Street City State Zip Code

**Bidder's Website Address:** \_\_\_\_\_ **Email Address:** \_\_\_\_\_

**Sales Contact:**

Name: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**Legal or Alternate Sales Contact:**

Name: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_



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**FORM #2 (Page 1 of 4)  
PURCHASE AGREEMENT**

**INSTRUCTIONS:** This document **must** be properly signed and returned or your Bid will be **rejected**. This form constitutes your offer and if accepted by the City of Tulsa will constitute the Purchase Agreement under which you are obligated to perform. Your signature on this document indicates you have read and understand these terms and agree to be bound by them.

**THIS PURCHASE AGREEMENT** is between the CITY OF TULSA, OKLAHOMA, a municipal corporation, 175 East 2<sup>nd</sup> Street, Tulsa, Oklahoma, 74103-3827 (the "City") and:

(Bidder's company name as reflected on its organizational documents, filed with the state in which bidder is organized; not simply a DBA) (the "Seller").

**WITNESSETH:**

WHEREAS, the City has approved certain specifications and advertised for or solicited Bids on the following goods or services:

**TAC 107i Fluorosilicic Acid**

WHEREAS, Seller desires to provide such Goods and/or Services to City, acknowledges that this document constitutes Seller's offer to provide the Goods and/or Services specified below, and further acknowledges that if executed by the City's Mayor, this document will become the Purchase Agreement for such Goods and/or Services.

NOW, THEREFORE, for and in consideration of the terms, covenants and conditions hereinafter set forth, the parties hereto agree as follows:

- Documents Comprising the Agreement.** The Bid Packet includes the Notice of Invitation to Bid, the Summary Sheet, Form #1, Form #2, Form #3, Form #4, Form #5, Form #6, the Instructions, Terms and Conditions for Bidders, the Special Requirements, the Technical Specifications, Form #7, Form #8, Exhibit A and any addenda or amendments to the Bid Packet. The Bid Packet is incorporated herein by this reference. In the event of conflicting or ambiguous language between this Purchase Agreement and any of the other Bid Packet documents, the parties shall be governed first according to this Purchase Agreement and second according to the remainder of the documents included in the Bid Packet. Seller may submit as part of its Bid additional materials or information to support the Bid. Additional materials or information submitted by Seller which are not ambiguous and which do not conflict with this Purchase Agreement or the other Bid Packet documents are incorporated herein by this reference.
- Purchase and Sale.** Seller agrees to sell City the Goods and/or Services for the price and upon the delivery terms set forth in Exhibit A hereto. City agrees to pay Seller the price as set forth in Exhibit A based on (a) the quantity actually purchased in the case of goods or services priced by unit, or (b) the total price for a stated quantity of goods or services, upon (i) delivery of the Goods and/or Services to the City, (ii) the City's Acceptance thereof, and (iii) Seller's submission and City's approval of a verified claim for the amount due. City shall not pay any late charges or fees.
- Irrevocable Offer.** Seller understands and acknowledges that its signature on this Agreement constitutes an irrevocable offer to provide the Goods and/or Services. There is no contract unless and until City's Mayor/Mayor Pro Tem executes this Agreement accepting Seller's Bid. No City officer, employee or agent except the Mayor (or Mayor Pro Tem) has the authority to award contracts or legally obligate the City to any contract. Seller shall not provide any Goods and/or Services to City pursuant to this Agreement before this Agreement is executed by City. If Seller provides any Goods and/or Services to City pursuant to this Agreement before this Agreement is executed by City, such Goods and/or Services are provided at Seller's risk and City shall have no obligation to pay for any such Goods and/or Services.
- Term.** The term of this Agreement shall be effective commencing on the date of execution of this Agreement by the Mayor/Mayor Pro Tem of the City of Tulsa and terminating one year from that date. City in its sole discretion may offer Seller an opportunity to renew this Agreement for an additional four (4) one (1) year term(s). Seller understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Agreement. The continuing purchase by City of the Goods and/or Services set forth in this Agreement is subject to City's needs and to City's annual appropriation of sufficient funds in City's fiscal year (July 1<sup>st</sup> to June 30<sup>th</sup>) in which such Goods and/or Services are purchased. In the event City does not appropriate or budget sufficient funds to perform this Agreement, this Agreement shall be null and void without further action by City.
- Warranties.** Seller shall assure that the Goods and/or Services purchased hereunder are covered by all available and applicable manufacturers' warranties for such Goods and/or Services. Seller expressly agrees that it will be responsible for performing all warranty obligations set forth in the Technical Specifications for the Goods and/or Services covered in this Agreement. Seller also warrants that the Goods and/or Services will conform to the Technical Specifications and Special Requirements, and further warrants that the Goods and/or Services shall be of good materials and workmanship and free from defects for either a minimum of one (1) year from the date of Acceptance or installation by City, whichever is later, or as **specified in the Technical Specifications**, whichever is later. In no event shall Seller be allowed to disclaim or otherwise limit the express warranties set forth herein.
- Warranty Remedies.** City shall notify Seller if any of the Goods and/or Services fails to meet the warranties set forth above, and Seller shall promptly correct, repair or replace such Goods and/or Services at Seller's sole expense. Notwithstanding the foregoing, if such Goods and/or Services shall be determined by City to be defective or non-conforming within the first thirty (30) days after the date of Acceptance by City, then City at its option shall be entitled to a complete refund of the purchase price and, in the case of Goods, shall promptly return such Goods to Seller. Seller shall pay all expenses related to the return of such Goods to Seller.





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7. **Seller Bears Risk.** The risk of loss or damage shall be borne by Seller at all times until the Acceptance of the Goods or Services by City.
8. **No Indemnification by City.** Seller understands and acknowledges that City is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, City shall not indemnify nor hold Seller harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys' fees and costs. In addition, Seller shall not limit its liability to City for actual loss or direct damages for any claim based on a material breach of this Agreement and the documents incorporated herein. City reserves the right to pursue all legal and equitable remedies to which it may be entitled.
9. **Indemnification by Seller.** Seller agrees to indemnify, defend, and save harmless City and its officers, employees and agents from all suits and actions of any nature brought against them due to the use of patented appliances, products or processes provided by Seller hereunder. Seller shall pay all royalties and charges incident to such patents.
10. **No Insurance by City.** If City is leasing Goods herein, City shall not be required to obtain insurance for Seller's property. Seller shall be solely responsible for any insurance it deems necessary. City is self-insured for its own negligence, subject to the limits of the Governmental Tort Claims Act (51 O.S. § 151 et seq.).
11. **No Confidentiality.** Seller understands and acknowledges that City is subject to the Oklahoma Open Records Act (51 O.S. §24A.1 et seq.) and therefore cannot assure the confidentiality of contract terms or other information provided by Seller pursuant to this Agreement that would be inconsistent with City's compliance with its statutory requirements thereunder.
12. **Non-Responsive Bids.** Seller understands and acknowledges that if it adds terms and conditions to its Bid that are different from the terms set forth herein that its Bid may be rejected as non-responsive. Furthermore, if City accepts Seller's Bid and awards a contract to Seller based on such Bid, City shall not be bound to any exceptions, changes or additions made by Seller, and any terms and conditions added by Seller which are not expressly agreed to by City in writing will be void and of no force and effect and the parties will be governed according to the document precedence set forth in Section 1 above.
13. **Compliance with Laws.** Seller shall be responsible for complying with all applicable federal, state and local laws, regulations and standards. Seller is responsible for any costs of such compliance. Seller certifies that it and all of its subcontractors to be used in the performance of this Purchase Agreement are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. Sec. 1312 and includes but is not limited to the free Employee Verification Program (E-Verify) available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).
14. **Termination.** City, by written notice, may terminate this Agreement, in whole or in part, when such action is in the best interest of City. If this Agreement is so terminated, City shall be liable only for payment for Goods accepted and Services rendered prior to the effective date of termination. City's right to terminate this Agreement is cumulative to any other rights and remedies provided by law or by this Agreement.
15. **Price Changes.** The parties understand and agree that the variables in Seller's cost of performance may fluctuate, but any change in Seller's cost of performance will not alter its obligations under this Agreement, nor excuse performance or delay on Seller's part. If the IFB provides that Seller may include a price escalation provision in its Bid, Seller's price escalation provision will be evaluated by City as part of Seller's Bid price when awarding the Bid.
16. **Right to Audit.** The parties agree that Seller's books, records, documents, accounting procedures, practices, price lists or any other items related to the Goods and/or Services provided hereunder are subject to inspection, examination, and copying by City or its designees. Seller is required to retain all records related to this Agreement for the duration of the term of this Agreement and a period of three years following completion and/or termination of the Agreement. If an audit, litigation or other action involving such records begins before the end of the three year period, the records shall be maintained for three years after the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.
17. **Notice.** Any notice, demand, or request required by or made pursuant to this Agreement shall be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the addresses specified below.
- i. To Seller: \_\_\_\_\_
- To CITY: City Clerk  
CITY OF TULSA, OKLAHOMA  
175 E. 2<sup>nd</sup> Street, Suite 260  
Tulsa, Oklahoma 74103
- With a copy to: Name, Buyer  
175 E. 2<sup>nd</sup> Street, 5<sup>th</sup> Floor  
Tulsa, OK 74103
18. **Relationship of Parties.** The Seller is, and shall remain at all times, an independent contractor with respect to activities and conduct while engaged in the performance of services for the City under this Agreement. No employees, subcontractors or agents of the Seller shall be deemed to be employees of the City for any purpose whatsoever, and none shall be eligible to participate in any benefit program provided by the City for its employees. The Seller shall be solely responsible for the payment of all employee wages and salaries, taxes, withholding,



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payments, fringe benefits, insurance premiums, continuing education courses, materials or related expenses on behalf of its employees, subcontractors, and agents. Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship among the parties. No party shall have any right, power or authority to act as a legal representative of another party, and no party shall have any power to obligate or bind another party, or to make any representations, express or implied, on behalf of or in the name of the other in any manner or for any purpose whatsoever.

19. **Third Parties.** This Agreement is between City and Seller and creates no right unto or duties to any other person. No person is or shall be deemed a third party beneficiary of this Agreement.
20. **Time of Essence.** City and Seller agree that time is deemed to be of the essence with respect to this Agreement.
21. **Binding Effect.** This Agreement shall be binding upon City and Seller and their respective successors, heirs, legal representatives and permitted assigns.
22. **Headings.** The headings used herein are for convenience only and shall not be used in interpreting this Agreement
23. **Severability Provision.** If any term or provision herein is determined to be illegal or unenforceable, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible to be legal, valid and enforceable.
24. **Governing Law And Venue.** This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principles, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Tulsa County, Oklahoma and each party waives any objection to such venue. City does not and will not agree to binding arbitration of any disputes.
25. **No Waiver.** A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.
26. **Entire Agreement/No Assignment.** This Agreement and any documents incorporated herein constitute the entire agreement of the parties and supersede any and all prior agreements, oral or otherwise. This Agreement may only be modified or amended in a writing signed by both parties. Notwithstanding anything to the contrary stated herein or in the attachments to this Agreement, no future agreements, revisions or modifications that may be required under this Agreement are effective or enforceable unless such terms, revisions or modifications have been reduced to writing and signed by City and Seller. Seller may not assign this Agreement or use subcontractors to provide the Goods and/or Services without City's prior written consent. Seller shall not be entitled to any claim for extras of any kind or nature.
27. **Multiple Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.
28. **Interpretive Matters and Definitions.** The following interpretive matters shall be applicable to this Agreement:
  - 28.1 Unless the context otherwise requires: (a) all references to Sections are to Sections of or to this Agreement; (b) each term defined in this Agreement has the meaning assigned to it; (c) "or" is disjunctive but not necessarily exclusive; (d) words in a singular include the plural and vice versa. All references to "\$" or to dollar amounts shall be in lawful currency of the United States of America;
  - 28.2 No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof or thereof;
  - 28.3 Any reference to any applicable laws shall be deemed to refer to all rules and regulations promulgated thereunder and judicial interpretations thereof, unless the context requires otherwise;
  - 28.4 The word "including" means "including, without limitation" and does not limit the preceding words or terms; and
  - 28.5 All words used in this Agreement shall be construed to be of such gender, number or tense as circumstances require.
29. **Equal Employment Opportunity.** Each bidder agrees to comply with all applicable laws regarding equal employment opportunity and nondiscrimination.
30. **Authority to Bind.** The undersigned individual states that s/he has authority to bind Seller to this Agreement, that s/he has read and understands the terms of this Agreement, and that Seller agrees to be bound by this Agreement and its incorporated documents.



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**IMPORTANT NOTE: This document must be signed by the proper person as set forth in Instructions, Terms and Conditions for Bidders, paragraph 4. FAILURE TO SUBMIT PROPERLY AUTHORIZED SIGNATURE MAY RESULT IN YOUR BID BEING REJECTED AS NONRESPONSIVE.**

IN WITNESS WHEREOF, this Agreement has been executed in multiple copies on the dates set forth below to be effective during the period recited above.

Seller Company Name: \_\_\_\_\_

Sign Here ► \_\_\_\_\_

ATTEST:

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Corporate Secretary

Date: \_\_\_\_\_

\_\_\_\_\_  
Company Name/Address [Please Print] Address City State Zip Code

( ) - ( ) -  
Telephone Number Fax Number Email Address

**CITY OF TULSA, OKLAHOMA,  
a municipal corporation,**

ATTEST:

By: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Assistant City Attorney



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**FORM #3**

**INTEREST AFFIDAVIT**

STATE OF \_\_\_\_\_ )

)ss.

COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, of lawful age, being first duly sworn, state that I am the agent authorized by Seller to submit the attached Bid. Affiant further states that no officer or employee of the City of Tulsa either directly or indirectly owns a five percent (5%) interest or more in the Bidder's business or such a percentage that constitutes a controlling interest. Affiant further states that the following officers and/or employees of the City of Tulsa own an interest in the Bidder's business which is less than a controlling interest, either direct or indirect.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Signature

Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Notary Commission Number: \_\_\_\_\_

County & State Where Notarized: \_\_\_\_\_

**The Affidavit must be signed by an authorized agent and notarized**





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**FORM #4**

**NON-COLLUSION AFFIDAVIT**

(Required by Oklahoma law, 74 O.S. §85.22-85.25)

STATE OF \_\_\_\_\_ )

)ss.

COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, of lawful age, being first duly sworn, state that:  
(Seller's Authorized Agent)

1. I am the authorized agent of Seller herein for the purposes of certifying facts pertaining to the existence of collusion between and among 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. I am fully aware of the facts and circumstances surrounding the making of Seller's Bid to which this statement is attached, and I have been personally and directly involved in the proceedings leading to the submission of such Bid; and
3. Neither the Seller nor anyone subject to the Seller'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.

By: \_\_\_\_\_  
Signature

Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Notary Commission Number: \_\_\_\_\_

County & State Where Notarized: \_\_\_\_\_

**The Affidavit must be signed by an authorized agent and notarized**



**CITY OF  
Tulsa**  
A New Kind of Energy.

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**FORM #5**

**AFFIDAVIT OF CLAIMANT**

STATE OF \_\_\_\_\_ )

)ss.

COUNTY OF \_\_\_\_\_ )

The undersigned person, of lawful age, being first duly sworn on oath, says that all invoices to be submitted pursuant to this agreement with the City of Tulsa will be true and correct. Affiant further states that the work, services or material furnished will be completed or supplied in accordance with the plans, specifications, orders, requests and/or contract furnished or executed by the affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer or employee of the City of Tulsa or of any public trust where the City of Tulsa is a beneficiary, of money or any other thing of value to obtain payment of the invoice or procure the contract or purchase order pursuant to which an invoice is submitted. Affiant further certifies that (s)he has complied with all applicable laws regarding equal employment opportunity.

Company: \_\_\_\_\_

Remit to  
Address: \_\_\_\_\_

City, State  
Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Name (print): \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

My commission number: \_\_\_\_\_

County and State where notarized: \_\_\_\_\_

**The Affidavit must be signed by an authorized agent and notarized**



**Tulsa**  
A New Kind of Energy.

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**FORM #6**

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS**

I hereby acknowledge receipt of the following addenda or amendments, and understand that such addenda or amendments are incorporated into the Bid Packet and will become a part of any resulting contract.

List Date and Title/Number of all addenda or amendments: (Write "None" if applicable).

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**Sign Here ►**

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



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Issued: December 19, 2019**

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**INSTRUCTIONS, TERMS AND CONDITIONS FOR BIDDERS**

1. **PURCHASING AUTHORITY.** City issues this Invitation For Bid pursuant to Tulsa City Charter, Art. XII, §14 and Tulsa Revised Ordinances, Title 6, Ch. 4, the provisions of which are incorporated herein.
2. **DEFINITIONS.** The following terms have the following meanings when used in the documents comprising this Bid Packet.
  - A. **"Acceptance"** with respect to a Bid shall mean the City's selection of a Bid, and award of a contract to the Bidder/Seller.
  - B. **"Acceptance"** with respect to delivery of Goods and/or Services provided under a Purchase Agreement shall mean City's written acknowledgement that Seller has satisfactorily provided such Goods and/or Services as required.
  - C. **"Addenda" "Addendum" or "Amendment(s)"** shall mean a clarification, revision, addition, or deletion to this Invitation For Bid by City which shall become a part of the agreement between the parties.
  - D. **"Authorized Agent"** means an agent who is legally authorized to bind the Seller under the law of the State in which the Seller is legally organized. An Authorized Agent must sign all documents in the Bid Packet on behalf of the Seller. Under Oklahoma law, the Authorized Agent for each of the following types of entities is as stated below:
    - **Corporations** – the president, vice president, board chair or board vice chair can sign; others can sign if they have and provide the City with (i) a corporate resolution giving them authority to bind the Seller, and (ii) a recent corporate secretary's certificate indicating the authority is still valid.
    - **General Partnerships** – any partner can sign to bind all partners.
    - **Limited Partnerships** – the general partner must sign.
    - **Individuals** – no additional authorization is required, but signatures must be witnessed and notarized.
    - **Sole Proprietorship** – the owner can sign. Any other person can sign if s/he provides a recent Power of Attorney, signed by the owner, authorizing him/her to bind the sole proprietorship.
    - **Limited Liability Company (LLC)** – The manager as named in the Operating Agreement can sign. Any person authorized by the Operating Agreement or a member can sign providing the person submits a copy of the authorization with a certificate of the members indicating the authorization is still valid.Entities organized in States other than Oklahoma must follow the law of the State in which they are organized.
  - E. **"Bid"** means the Seller's offer to provide the requested Goods and/or Services set forth in Exhibit A and any additional materials or information the Seller chooses to submit to support the Bid.
  - F. **"Bidder"** means the legal entity which submits a Bid for consideration by City in accordance with the Invitation For Bid.
  - G. **"Bid Packet"** consists of the following documents (1) the Notice of Invitation for Bid, (2) the Summary Sheet, (3) Form #1, (4) Form #2, (5) Form #3, (6) Form #4, (7) Form #5, (8) Form #6, (9) the Instructions, Terms and Conditions for Bidders, (10) Special Requirements, (11) Technical Specifications, (12) Form #7, (13) Form #8, and (14) Exhibit A.
  - H. **"Bid Submission Date"** shall mean the last date by which the City will accept Bids for an Invitation For Bid.
  - I. **"City"** shall mean the City of Tulsa, Oklahoma.
  - J. **"Days"** shall mean calendar days unless specified otherwise.
  - K. **"Primary Seller"** shall mean the Seller whose Bid City selected as the principal supplier of the Goods and/or Services required under this Agreement.
  - L. **"Project Buyer"** shall mean the City's employee assigned to serve as the contact person for Bidders/Sellers responding to Invitations For Bid or completing contracts herein.
  - M. **"Purchasing Division or Office"** shall mean the City of Tulsa's Purchasing Division, located at 175 East 2<sup>nd</sup> Street, Suite 865, Tulsa, Oklahoma 74103
  - N. **"Secondary Seller"** shall mean the Seller whose Bid City selected as a back-up supplier in the event the Primary Seller is unable to provide all the Goods and/or Services required.
  - O. **"Seller"** shall mean the Bidder whose Bid City selected and awarded a contract.





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**P. “You” or “Your”** shall mean the Bidder responding to this Invitation For Bid or the Seller whose Bid the City selected and awarded a contract.

**Q. “Website”** shall mean the City of Tulsa’s website for the Purchasing Division: [www.cityoftulsapurchasing.org](http://www.cityoftulsapurchasing.org).

- 3. QUESTIONS REGARDING INVITATION FOR BID.** Questions regarding any portion of this Invitation For Bid must be submitted in writing (sent by mail, fax or email) to the Project Buyer indicated on the Summary Sheet herein. You should submit questions as early as possible and preferably before the pre-Bid conference. Questions and concerns must be received no later than ten (10) days prior to the Bid Packet due date. Any oral responses to questions before the contract is awarded are not binding on City. At City’s discretion, any information or clarification made to you may be communicated to other Bidders that notified City of their intent to Bid if appropriate to ensure fairness in the process for all Bidders. You must not discuss questions regarding the Invitation For Bid with anyone other than the Project Buyer or other Purchasing Division staff or your Bid may be disqualified, any contract recommendation or Acceptance may be rescinded, or any contract may be terminated and delivered Goods returned at your expense and City refunded any payments made.
- 4. ORAL STATEMENTS.** No oral statements by any person shall modify or otherwise affect the provisions of this Invitation For Bid and/or any contract resulting therefrom. All modifications, addenda or amendments must be made in writing by City’s Purchasing Division.
- 5. EXAMINATION BY BIDDERS.** You must examine the specifications, drawings, schedules, special instructions and the documents in this Bid Packet prior to submitting any Bid. Failure to examine such documents and any errors made in the preparation of such Bid are at your own risk.
- 6. ADDENDA OR AMENDMENTS TO INVITATIONS FOR BID.** City may addend or amend its Invitation For Bid at any time before the Bid Submission Date, and any such addenda or amendments shall become a part of this Agreement. City will attempt to send a notification (by fax or email) of any addenda or amendments to those Bidders who have responded to the City’s Project Buyer of their intent to respond to the Invitation For Bid. However, it is your responsibility to inquire about any addenda or amendments, which will be available from the City’s Purchasing Division and its website. You must acknowledge receipt of any addenda or amendments by signing and returning the Acknowledgment of Receipt of Addenda/Amendments form and attaching it to this Invitation For Bid with your Bid. City may reject any Bid that fails to acknowledge any addenda or amendments.
- 7. SPECIFICATIONS/DESCRIPTIVE TERMS/SUBSTITUTIONS.** Unless the term “no substitute” is used, the City’s references to a brand name, manufacturer, make, or catalogue designation in describing an item in this Bid Packet does not restrict you to that brand or model, etc. The City may make such references to indicate the type, character, quality and/or performance equivalent of the item desired. However, you are required to furnish the exact item described in your Bid unless a proposed substitution is clearly noted and described in the Bid.
- The parties recognize that technology may change during the period Bids are solicited and subsequent contracts are performed. Therefore, City may at its option accept changes or substitutions to the specifications for Goods of equal or better capabilities at no additional cost to City. In the case of existing contracts, you shall give City 30 days advance notice in writing of any such proposed changes or substitutions. City shall determine whether such items are acceptable as well as any proposed substitute.
- All Goods shall be new unless otherwise so stated in the Bid. Any unsolicited alternate Bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of this Bid, may be considered non-responsive and the Bid rejected.
- 8. PRICES/DISCOUNTS.** Prices shall be stated in the units and quantity specified in the Bid Packet documents. In case of discrepancy in computing the Bid amount, you guarantee unit prices to be correct and such unit prices will govern. Prices shall include transportation, delivery, packing and container charges, prepaid by you to the destination specified in the Specifications. Discounts for prompt payment will not be considered in Bid evaluations, unless otherwise specified. However, offered discounts for prompt payment will be taken if payment is made within the discount period.
- 9. DELIVERY.** All prices quoted shall be based on delivery F.O.B. Tulsa, Oklahoma or to any other points as may be designated in the Technical Specifications, with all charges prepaid by Seller to the actual point of delivery. Bids must state the number of days required for delivery under normal conditions.
- 10. TAXES.** City is exempt from federal excise and state sales taxes and such taxes shall not be included in the Bid prices.
- 11. BID SUBMISSION.** The Bid Packet forms must be prepared in the name of Bidder and properly executed by an Authorized Agent with full knowledge and acceptance of all provisions, in ink and notarized. Bids may not be changed or withdrawn after



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the deadline for submitting Bids (the "Bid Submission Date"). A Bid is an irrevocable offer and when accepted by City (as evidenced by City's execution of the Purchase Agreement) shall constitute a firm contract.

- A. BIDS MUST BE SUBMITTED ONLY ON THE BID PACKET FORMS AND SIGNED BY AN AUTHORIZED AGENT. THE ENTIRE BID PACKET MUST BE RETURNED AS RECEIVED WITH ALL FORMS COMPLETED. YOU MAY ATTACH, AFTER EXHIBIT A, ANY DOCUMENTS NECESSARY TO COMPLETELY AND ACCURATELY RESPOND TO THE REQUEST. BIDS MUST BE IN STRICT CONFORMANCE WITH ALL INSTRUCTIONS, FORMS, AND SPECIFICATIONS CONTAINED IN THIS BID PACKET.**
- B. Sealed Bids may be either mailed or delivered, but must be received at:**  
City of Tulsa – Office of City Clerk  
175 East 2<sup>nd</sup> Street, Suite 260  
Tulsa, Oklahoma 74103
- C. Bids will be accepted at the above address from 8:00 a.m. to 5:00 p.m., Monday thru Friday except for City holidays. City is not responsible for the failure of Bids to be received by the City Clerk's Office prior to the due date and time.**
- D. Late Bids will be rejected.** The Purchasing Agent, in his sole discretion, may make exceptions only for the following reasons:
  - 1. City Hall closed for business for part or all of the day on the date the response was due;
  - 2. If the City deems it appropriate due to large-scale disruptions in the transportation industry that may have prevented delivery as required.
  - 3. If documented weather conditions caused the late delivery. You must provide documentation of such weather to the satisfaction of the Purchasing Agent.
- E. City will not accept faxed Bids, nor will City accept Bids faxed to the City Clerk, Purchasing Division or Office, or any other City office or employee.**
- F. City is not responsible for any of your costs in preparing the Bid response, attending a pre-Bid conference, or any other costs you incur, regardless of whether the Bid is submitted, accepted or rejected.**
- G. All Bids must be securely sealed and plainly marked with the Bid Number, Bid Title, and Bid Opening Date on the lower left corner of the outside of the Bid envelope. Your name and address must also be clearly indicated on the envelope.**
- H. If submitting multiple options ("Option(s)") to the Invitation for Bid, each will be considered separately requiring each response to be complete and accurate. Each Option must be clearly marked as Option 1 of 3, Option 2 of 3, etc.**
- I. The number of copies you must submit is listed on the Summary Sheet in the front of the Bid Packet. However, at a minimum, there will be (1) an original, clearly labeled as such in 1" red letters on the Bid Packet cover page, and (2) a copy for City's Purchasing Division, clearly labeled as such in 1" red letters on the Bid Packet cover page. If binders are used, they must also be labeled.**
- J. Multiple boxes or envelopes are permissible, but must not weigh more than 50 pounds. Each box must be labeled as instructed herein and numbered (i.e., Box 1 of 3; Box 2 of 3). The original must be in Box #1.**
- K. The original and all copies (either paper or electronic) must be identical in all respects. Bids must be completed and submitted in ink or typewritten. Bids written in pencil will be rejected. Any corrections to the Bids must be initialed in ink.**

**12. BID REJECTION OR WITHDRAWAL.**

- A. City may reject any or all Bids, in whole or in part.
- B. A Bid may be rejected if it contains additional terms, conditions, or agreements that modify the requirements of this Invitation For Bid or attempts to limit Bidder's liability to the City.**
- C. A Bid may be rejected if Bidder is currently in default to City on any other contract or has an outstanding indebtedness of any kind to City.
- D. City reserves the right to waive any formalities or minor irregularities, defects, or errors in Bids.
- E. Bid withdrawal may only be accomplished by an Authorized Agent requesting the withdrawal in person at the City Clerk's office before the City's close of business on the Bid Submission Date.

**13. BID RESULTS.** A tabulation of Bids received will be made available on the City's Purchasing Division website generally within 5 working days after the Bid Opening Date. After a contract award is recommended to the Mayor, a copy of the Bid summary will be available in the City Clerk's Office. Bid results are not provided in response to telephone or email inquiries.

**14. PURCHASE ORDER.** In the event that the successful Bid is for an amount less than One Hundred Thousand Dollars (\$100,000), and it is determined by the City to be in the best interests of the City, the City, in its sole discretion, may issue a Purchase Order rather than execute the Purchase Agreement to purchase the Goods. If a Purchase Order is issued, however, the terms of the Bid Packet documents, including the Purchase Agreement, will govern the transaction and be enforceable by the City and Bidder/Seller.

**15. CONTRACT AWARD.** If a contract is awarded, it will be awarded to the Bidder that City determines is the lowest secure Bidder meeting specifications. Such Bid analysis will consider price and other factors, such as Bidder qualifications and financial ability to perform the contract, as well as operating costs, delivery time, maintenance requirements, performance data, history of



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contract relations with City, and guarantees of materials and equipment, as applicable. A complete list of the factors that are considered is set forth in Tulsa Revised Ordinances, Title 6, Ch. 4, §406E. Unless otherwise noted, City reserves the right to award a contract by item, one or more groups of items, or all the items in the Bid, whichever is in City's best interest.

16. **IRS FORM W-9.** If City selects your Bid and awards a contract to you, you will have ten (10) days from notification of the award to provide City with your complete IRS Form W-9.
17. **NOTICE TO PROCEED.** If City accepts your Bid and executes the Purchase Agreement, you shall not commence work until authorized to do so by the Purchasing Agent or his representative. Receipt of a Purchase Order from the City is notice to proceed.
18. **PAYMENTS.** Invoices should be e-mailed to City of Tulsa – Accounts Payable at:

[apinvoices@cityoftulsa.org](mailto:apinvoices@cityoftulsa.org)

Payment will be made Net 30 days after receipt of a properly submitted invoice or the City's Acceptance of the Goods and/or Services, whichever is later, unless City decides to take advantage of any prompt payment discount included in the Bid.

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**SPECIAL REQUIREMENTS**

**1. Irrevocable Offer Period.** You understand and acknowledge that the offer submitted as your Bid is firm and irrevocable from the City's close of business on the Bid Submission Date until 365 days after the Bid Opening Date.

**2. General Liability/Indemnification.** You shall hold City harmless for any loss, damage or claims arising from or related to your performance of the Purchase Agreement. You must exercise all reasonable and customary precautions to prevent any harm or loss to all persons and property related to the Purchase Agreement. You agree to indemnify and hold the City harmless from all claims, demands, causes of action or suits of whatever nature arising out of the Goods, Services, labor, or materials furnished by you or your subcontractors under the provisions of the Bid Packet documents.

**3. Liens.** Pursuant to City's Charter (Art. XII, §5), no lien of any kind shall exist against any property of City. Bidder shall deliver all goods to City free and clear of liens. Delivery by Seller to City of goods which are subject to liens under the Purchase Agreement shall be a material breach of the Purchase Agreement and all damages and costs incurred by City as a result of the existence of such liens shall be paid to City by Seller. At City's option, City may return such goods to Seller and Seller shall pay the cost of returning such goods and reimburse City for any payments made for such goods.

**4. Insurance.** If checked "Yes," the following insurance is required: Yes: x No:       

Seller and its subcontractors must obtain at Seller's expense and keep in effect during the term of the Purchase Agreement, including any renewal periods, policies of General Liability insurance in the minimum amounts set forth below and Workers' Compensation insurance in the statutory limits required by law.

Personal injury, each person	\$ 175,000.00
Property damage, each person	\$ 25,000.00
Auto Liability, each occurrence	\$ 1,000,000.00
Personal injury and property damage, each occurrence	\$ 1,000,000.00
Workers' Compensation	(Statutory limits)

**SELLER'S INSURER MUST BE AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF OKLAHOMA.**

You will have 10 days after notification that your Bid was selected for contract award by City to provide proof of such coverage by providing the assigned Project Buyer shown on the Summary Sheet of this Bid Packet with a Certificate of Insurance. The Certificate of Insurance must be completed with the following information:

- A. Your name
- B. Insurer's name and address
- C. Policy number
- D. Liability coverage and amounts
- E. Commencement and expiration dates
- F. Signature of authorized agent of insurer
- G. Invitation for Bid number

The Seller shall not cause any required insurance policy to be cancelled or to permit it to lapse. It is the responsibility of Seller to notify City of any change in coverage or insurer by providing City with an updated Certificate of Liability Insurance. Failure of Seller to comply with the insurance requirements herein may be deemed a breach of the Purchase Agreement. Further, a Seller who fails to keep required insurance policies in effect may be deemed to be ineligible to bid on future projects, ineligible to respond to invitations for bid, and/or ineligible to engage in any new purchase agreements

**5. Bonding.**

**A. Bid Bond.** If the box is checked "Yes," the Bid Bond is required:

Yes:        No:       

**B. Performance Bond.** If the box is checked "Yes," the Performance Bond is required:

Yes:        No:





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**6. References.** If the box is checked "Yes," References are required:

Yes: \_\_\_\_ No: \_\_\_\_

For each reference, the following information must be included: Company Name, Contact Name, Address, Phone Number, E-Mail Address, and the nature of their relationship with the Bidder.

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**TECHNICAL SPECIFICATIONS**

**INTENT:**

To obtain a source of bulk liquid Fluorosilicic Acid ( $\text{H}_2\text{SiF}_6$  or FSA) for the City of Tulsa's Water Treatment Plants.

**REFERENCE SPECIFICATIONS:**

All provisions of the **American Water Works Association (AWWA) Standard for Fluorosilicic Acid** ANSI/AWWA B703-19, or its most recent revision, shall apply to this specification as minimum standards. Where standards elsewhere in these Technical Specifications differ from those in the ANSI/AWWA B703 standard, the more stringent standards shall apply.

The Fluorosilicic Acid shall be certified as suitable for contact with or treatment of drinking water in accordance with **ANSI/NSF Standard 60, Drinking Water Treatment Chemicals – Health Effects**. Certification shall be performed by an organization accredited by the American National Standards Institute (ANSI). **Verification of ANSI/NSF certification shall be submitted with the bid proposal. Failure to submit verification of NSF certification will result in rejection of bid.**

**SECONDARY/BACKUP SELLER:**

The City of Tulsa reserves the right to award the second lowest secure bidder a contract to perform as the Secondary/backup Seller. The Secondary/backup Seller will be used in the event of the primary Seller's failure to supply the full needs of the City of Tulsa.

**HAZARD COMMUNICATION STANDARD:**

The Oklahoma Hazard Communication Standard is made a part of this specification. The Seller shall provide Safety Data Sheets (SDS) for every shipment delivered under this contract and shall also submit an SDS with bid. The SDS shall follow the U.S. OSHA recommended 16-section format, as established by ANSI standard Z400.1/Z129.1-2010.

**AFFIDAVIT OF COMPLIANCE:**

An Affidavit of Compliance (Form #7) shall accompany the bid proposal and the executed contract stating that all products furnished under this specification comply with the requirements of the AWWA Standard Fluorosilicic Acid ANSI/AWWA B703-19, or its most recent revision. Also, the Bidder shall submit with bid proposal a copy of the certification that states that products comply with ANSI/NSF Standard 60: Drinking Water Treatment Chemicals – Health Effects.

**CERTIFICATE OF ANALYSIS:**

A representative Certificate of Analysis (CoA) shall be submitted with the bid proposal. Bidders shall submit with the formal bid proposal the names of their personnel authorized to certify the Certificate of Analysis required with each delivery. The CoA for both the bid proposal and required with each delivery must include the following information at a minimum, to include units:

- Name of Product
- Lot Number
- Fluorosilicic Acid ( $\text{H}_2\text{SiF}_6$ ), % by weight
- Free Acid (as Hydrofluoric Acid, HF), % by weight
- Specific Gravity (with specified solution concentration and reference temperature)
- Color, in APHA units
- Phosphorus Pentoxide ( $\text{P}_2\text{O}_5$ ), %
- Heavy Metals (as Lead, Pb), ppm
- Printed name and signature of the analyst



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**QUALITY:**

1. The Fluorosilicic Acid shall conform to ANSI/AWWA Standard for Fluorosilicic Acid B703-19, or its most recent revision.
2. Each delivered load of Fluorosilicic Acid shall contain a discrete lot of product; mixed lots of product are not acceptable. The Seller shall provide a Certificate of Analysis (CoA) for the specific lot delivered.
3. Fluorosilicic Acid shall contain 23-25%  $\text{H}_2\text{SiF}_6$  by weight.
4. The Fluorosilicic Acid supplied under this specification must be clean and free of visible suspended matter.
5. Fluorosilicic Acid must be water white to pale amber in appearance. The color shall be determined as a maximum of 40 APHA color units in accordance with method 2120B, visual comparison method in the latest version of *Standard Methods for the Examination of Water and Wastewater*.
6. Fluorosilicic Acid shall not contain any mineral or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water that has been properly treated with the product.
7. The Fluorosilicic Acid shall contain a maximum of 1% by weight Free Acids, other than  $\text{H}_2\text{SiF}_6$ , expressed as Hydrofluoric Acid (HF).
8. Fluorosilicic Acid is a direct additive used in the treatment of potable water. Therefore, this material should be certified as suitable for contact with treatment of drinking water by an accredited certification organization in accordance with NSF/ANSI Standard 60, Drinking Water Treatment Chemicals-Health Effects.
9. Evaluation must be performed in accordance with requirements that are no less restrictive than those listed in NSF/ANSI Standard 60. Certification must be performed by a certification organization accredited by the American National Standards Institute.
10. The Fluorosilicic Acid shall meet or exceed all NSF/ANSI Standard 60 criteria for Single Product Allowable Concentrations (SPAC) established for fluoridation products, as published in the January 2019 "NSF Fact Sheet on Fluoridation Chemicals" and referenced in Appendix B of ANSI/AWWA B703-19, or its most recent revision.
11. The Seller shall perform, on a regular basis, impurities analysis within the  $\text{H}_2\text{SiF}_6$  product, as outlined in Section 5.2.5 and Table 2 of ANSI/AWWA B703-19, or its most recent revision. The analytical results for impurities shall be in below the limits for "Maximum Allowed Concentrations" as delineated in Table 1 of ANSI/AWWA B703-19, or its most recent revision. The Seller shall provide the analytical results to the City at least semi-annually, and more frequently if applicable. **The Bidder shall also provide typical product impurity analytical results with their bid packet. Failure to provide this typical product impurity analytical results shall deem the bid unresponsive, and the bid will be rejected.**

**ACCEPTANCE AND SAMPLING:**

1. Truckload deliveries of Fluorosilicic Acid will be sampled and tested by WTP personnel in accordance with AWWA procedures.
2. WTP personnel will visually inspect the delivery equipment, and conduct initial testing of the sampled material, to confirm compliance with the quality requirements of these specifications.
3. The Seller shall provide a Certificate of Analysis (CoA) for each load delivered to the City of Tulsa. Quality data reported on the certificate of analysis presented at time of delivery shall be sufficient evidence to accept or reject the shipment based on Single Product Allowable Concentrations (SPAC) criteria.
4. Samples shall be collected in a clean plastic container.
5. Samples will be retained for 30 days before disposal.



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**QUANTITY:**

The estimated annual quantities of Fluorosilicic Acid are listed below. The estimate is given for informational purposes only. The Bidder 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 Bidder to an adjustment in the unit price or to any other compensation.

- Mohawk Water Treatment Plant: 250 tons
- A.B. Jewel Water Treatment Plant: 275 tons

**METHOD OF PAYMENT:**

Payment of bulk deliveries shall be made for amounts delivered and determined by certified scale certificates, with the City of Tulsa reserving the right to adjust payment as detailed below.

All Bids shall be for a 23-25% by weight  $\text{H}_2\text{SiF}_6$  solution. The cost per ton provided on the Bid shall apply to any  $\text{H}_2\text{SiF}_6$  concentration within the specified range. Any supplied product with an  $\text{H}_2\text{SiF}_6$  concentration higher than the specified range will be at the Seller's cost.

The City of Tulsa reserves the right to adjust payment according to actual  $\text{H}_2\text{SiF}_6$  analysis of a sample obtained from each shipment received at the WTP. If sample analysis of the delivered Fluorosilicic Acid shows that the  $\text{H}_2\text{SiF}_6$  concentration is less than the minimum specified concentration of 23%, the City will submit the results of the analysis, and adjust payment according to calculation below. If payment for the shipment has already been made by the City, the Seller shall give a refund or issue a credit within thirty calendar days after receipt of the payment.

Formula to be used to determine the amount per ton to be paid Seller:

$$P = C * A/0.23$$

**P=Payment (Cost/Ton paid Seller)**

**C=Cost/Ton from Exhibit A**

**A=Actual  $\text{H}_2\text{SiF}_6$**

**0.23=Baseline  $\text{H}_2\text{SiF}_6$**

**POINTS OF DELIVERY:**

Deliver to the specific Water Treatment Plant in Tulsa, Oklahoma that submits the order:

- Mohawk Water Treatment Plant, 3600 E. Mohawk Boulevard, Tulsa, OK 74115
- A.B. Jewell Water Treatment Plant, 18707 E. 21<sup>st</sup> Street, Tulsa, OK 74134

**METHOD OF DELIVERY:**

1. Fluorosilicic Acid shall be delivered in bulk quantities of liquid only, not to exceed 25 tons per load. **Unloading and placing into storage shall be the responsibility of the Seller. The unloader shall wear sufficient Personal Protective Equipment (PPE) during the entire unloading process.** For safety reasons, a plant operator will be present during connection/disconnection of hoses for bulk filling.
2. Each water treatment plant has a 2-inch cam-locking quick coupler connection for unloading the product. Any modifications required to the existing fittings for the benefit of the Seller shall be at the Seller's expense.
3. Fluorosilicic Acid shall be shipped in trailers that meet U.S. Department of Transportation (U.S. DOT) specifications. Trailers shall be marked and/or labeled properly in accordance with U.S. DOT regulations. Trailers shall be single-unit tank trailers constructed of corrosive-resistant materials designed to contain and transport Fluorosilicic Acid. The City reserves the right to visually inspect the outside of trailer, hoses, and connections for potential contamination. If contamination of any equipment is observed, unloading of the shipment may be delayed, at no additional cost to the City, until the condition is resolved.





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4. Shipment shall be made in trailers that are dedicated to the delivery of Fluorosilicic Acid, including material quality grade, or properly cleaned prior to use in Fluorosilicic Acid service. The Seller shall furnish to the City a current written list of all dedicated trailers prior to any shipment. If the Seller is not using dedicated trailers, a Certificate of Cleaning will accompany each shipment.
5. 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 Seller at no charge to the City of Tulsa.
6. Before unloading, plant operators will collect samples to determine the concentration and clarity of the Fluorosilicic Acid. They will also review the Certificate of Analysis to determine if the load meets NSF and AWWA quality standards. **Any shipment that does not meet the percent  $H_2SiF_6$  concentration range, other Certificate of Analysis requirements as listed above, and/or NSF/AWWA criteria, will be rejected.** All samples will be retained for not less than 30 days after the date of delivery. See also "Method of Payment" section.
7. All documents, including shipping invoice, Certificate of Analysis, Bill of Lading, Certificate of Cleaning, weight tickets, Delivery Confirmation Form, and final invoice shall contain the same identical order number unique for each load delivered.
8. **All shipments will be accompanied by the following:**
  - a. Shipping Manifest/Bill of Lading
  - b. Certificate of Analysis
  - c. Safety Data Sheet (SDS)
  - d. Certificate of Cleaning (if applicable)
  - e. 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.**
    - i. The weight for A.B. Jewell shall be taken at a local (Tulsa) certified scale near the point of destination before and after offloading. See "A.B. Jewell Weighing Procedure".
    - ii. LIST OF CERTIFIED SCALES:
      1. Westway Terminal Company  
5450 E. Channel Rd.  
Catoosa, OK 74015  
(918) 266-5911
      2. QuikTrip  
16141 E. Skelly Dr.  
Tulsa, OK 74116  
(918) 234-0380
    - iii. Bulk shipments to Mohawk will be weighed on the onsite plant scales before and after offloading. Trucks must sit on the Mohawk scales for up to 15 minutes prior to obtaining a weight ticket.
9. **A.B. Jewell Weighing Procedure**
  - a. The driver of the shipment must first weigh the truck on one of the scales listed and obtain a weigh ticket.
  - b. The driver delivers and unloads the shipment at A.B. Jewell.
  - c. The driver returns to the scale where the previous weight was taken.
  - d. The weight is taken, and the weigh ticket is updated.
  - e. Options for returning final weigh ticket to the City of Tulsa:
    - i. A City employee will follow the truck to the scale and obtain a copy of the final weigh ticket
    - ii. The driver can leave a copy of the final weigh ticket at the scale for a City of Tulsa employee to pick up later
    - iii. A copy of the weigh ticket can be emailed to A.B. Jewell at [ABJChemDel@cityoftulsa.org](mailto:ABJChemDel@cityoftulsa.org)



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**SECURITY:**

1. All trucks must be sealed with security tags marked by the manufacturer with unique serial numbers. Security tags must be placed on all access points to the chemical being transported to verify no tampering occurred during transit.
2. The bill of lading that accompanies the shipment must contain the identical order number unique for each load.
3. Before the truck leaves the terminal, the Seller must notify the appropriate plant that the delivery is en route by emailing the completed Delivery Confirmation Form (found at the end of this specification). The following information must be provided on the form and verified by City personnel prior to making connections to unload product:
  - a. The name of the driver making the delivery, so that City of Tulsa personnel can match with the driver's photo ID upon arrival
  - b. The unique serial numbers associated with all security tags
  - c. The tractor, tanker and/or trailer number used in the delivery
  - d. The Bill of Lading number unique to the load being delivered

Discrepancies in any of these procedures could result in the delay of the unloading of chemicals until discrepancies are satisfactorily resolved, or could result in the entire load refused at no cost to the City. Unloading delays due to a discrepancy shall be charged to the Seller.

**TIME OF DELIVERY:**

Deliveries shall be within ten (10) working days, or less, after receipt of orders at such intervals as required by the respective Plant Superintendent or Operations Supervisor. Delivery at Mohawk and A.B. Jewell shall be made between the hours of 7:00 a.m. and 3:30 p.m., Monday through Friday. All deliveries shall be made during specified times, unless otherwise approved in advance by the respective Plant superintendent or Operations Supervisor. **Note: Deliveries will not be accepted on City recognized holidays. A list of the holidays is available upon request.**

**UNLOADING DURATION:**

Unloading time shall be free of charge to the City of Tulsa for a minimum of four (4) hours, beginning upon arrival of the truck at the designated plant, **with proper certification**, and ending upon its departure from the property. Additional charges for each quarter of an hour beyond the four hours of free time shall be quoted on the bid submittal. Each charge will be investigated and approved or denied prior to payment. In no case will demurrage be charged if the Seller's unloading time exceeds free time through no fault of the City. No charge shall be made to the City of Tulsa for rejected shipments.

**SPILLS:**

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

**REPORTING:**

Seller Awarded the bid will provide Quarterly and Annual Usage Reports on all products sold to the City of Tulsa. Reports should be made available within 15 days following the request made by the City of Tulsa.



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**DELIVERY GUARANTEE:**

Bidders are required to submit guarantee statements of product availability. Please review the Sample of Manufacturer Commitment below, and submit with bid the completed statement on manufacturer's letterhead:

**Sample of Manufacturer Commitment statement (should be on manufacturer's letterhead)**

**MANUFACTURER COMMITMENT:**

**Sample** of Manufacturer Commitment (should be on manufacturer's letterhead)

                    (name of manufacturer)                     commits sufficient volume of Fluorosilicic Acid to supply the City of Tulsa up to                      annual tons of material at a rate up to                      tons/month for the period of                      to                     .

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**CITY OF TULSA CONTACT LIST**

**Water Supply Systems**

**Mohawk Water Treatment Plant**

Superintendent	Dustin Davis	(918) 591-4028
Operations Supervisor	Vacant	(918) 591-4029
Operations		(918) 591-4047
Fax		(918) 591-4038

**A.B. Jewell Water Treatment Plant**

Superintendent	Stefanie Hunter	(918) 596-8020
Operations Supervisor	Steve Goodman	(918) 596-8021
Operations		(918) 596-8025
Fax		(918) 596-8026

**Administration**

Process Engineer (A.B. Jewell)	Hua Jiang	(918) 596-8038
Process Engineer (Mohawk)	Rachel Watts	(918) 591-4026
Planning & Intergov. Admin.	Cathey Gillingham	(918) 591-4114

\*This list is for information purposes after the contract has been awarded.

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**Tulsa**  
A New Kind of Energy.

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**City of Tulsa  
Water Supply  
Delivery Confirmation Form**

ATTN: OPERATIONS SUPERVISOR

Choose Delivery Point:

- ☐ Mohawk Water Treatment Plant  
☐ A.B. Jewell Water Treatment Plant

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: \_\_\_\_\_



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**Bid Proposal Checklist:** All items are required with the bid proposal; failure to submit may result in bid being rejected.

\_\_\_\_\_ Complete bid packet along with forms 1 thru 8, & Exhibit A. If the form requires a signature, that signature must be that of an agent authorized to bind the Bidder in accordance with the statutes of the State in which organized. Notarize where required.

Attach the following;

- \_\_\_\_\_ A copy of the SDS
- \_\_\_\_\_ NSF Certification (for all chemicals, potential product lines, and manufacturing facilities)
- \_\_\_\_\_ Certificate of Analysis
- \_\_\_\_\_ List of names of personnel authorized to certify the Certificate of Analysis
- \_\_\_\_\_ Manufacturer's Commitment Statement (on Bidder's Letterhead)
- \_\_\_\_\_ Technical Data Sheet
- \_\_\_\_\_ Current representative Impurities Analysis, explained in "Quality" section #11 of this specification, and outlined in Section 5.2.5 and Table 2 of ANSI/AWWA B703-19

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Tulsa**  
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**FORM # 7**

**AFFIDAVIT OF COMPLIANCE**

STATE OF \_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, of lawful age, being first duly sworn, state that I am the agent authorized by Seller to submit the attached bid. Affiant further states that all products furnished under this contract shall comply with all applicable requirements of American Water Works Association Standard for Fluorosilicic Acid ANSI/AWWA B703-19, or its most recent revision.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Signature

Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Notary Commission Number: \_\_\_\_\_

**The Affidavit must be signed by an authorized agent and notarized**



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**FORM #8**

**Technical, Managerial and Financial Capabilities**

A continuous and reliable supply of potable water is crucial to the health and economy of the City of Tulsa. Therefore, the Seller must demonstrate ability to deliver the products and services required in these specifications by providing technical, managerial and financial (TMF) information. Failure to provide the City of Tulsa with adequate TMF information will result in the rejection of the bid proposal.

**Technical:** Bidder must provide at least three Utility and two Technical references. The Utility reference must contain the utility name, contact person, contact information, quantity of product supplied, and duration product has been provided. The service/product had to have been provided to utilities of similar size as the City of Tulsa and for the exact product required in this specification for a period of at least five (5) years. The Technical reference is in relation to the product/service specified and must include a description of qualifications (such as education and/or years of experience serving products contained in this specification) and contact information (name, title, phone, and email). The Technical references must also contain at least one field technician who can respond to an emergency or process control problem within 24 hours of the incident or provide an estimated response time.

**Utility References (At least three references required)**

Utility Name	Contact Person(s)	Contact Information		Years Supplied*	Quantity Supplied**
		Phone Number	Email Address		

\* Minimum five (5) years required unless sufficient information available to ensure reliable and adequate service to City

\*\* Must have supplied utility of comparable size as City of Tulsa or demonstrate sufficient reserves to supply City.

**Technical References (at least two references required, one being the field technician)**

Name	Qualifications	Contact Information		Years Experience	Years w/ Company*
		Phone Number	Email Address		

\* Service contract may be accepted in lieu of actual company employee, however, terms of contract are required with bid submittal.

**Managerial:** The required information pertains to the Seller that will provide product/service to the City of Tulsa. If there is more than one facility providing product, include information for each facility. Documentation will be required to substantiate Bidder's ability to provide the City of Tulsa with sufficient quantity and quality of product as per this specification.

Years in business \_\_\_\_\_

Years providing product/service per specification \_\_\_\_\_

Does Seller manufacture product? \_\_\_\_\_

If yes, what is Seller's manufacturing capacity? \_\_\_\_\_

If no, provide Supplier and Supplier's manufacturing capacity \_\_\_\_\_

Does Seller own product transportation network? \_\_\_\_\_

If yes, provide list of transport equipment and storage facilities \_\_\_\_\_

If no, provide guarantee of transportation capabilities to ensure reliable delivery of product to COT \_\_\_\_\_

**Financial:**

Attach documentation regarding the financial solvency of the Seller (i.e. recent annual report or similar public financial information)

Provide Standard & Poor's or Moody's credit rating (if available)\_\_\_\_\_.

Attach brief description of Seller's financial ability on contract to support this contract (this can include specific information about storage capacity, sufficient capital to purchase product and/or raw materials once order is placed by City of Tulsa, capital improvement investment for manufacturing facilities and transportation network, etc.).





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**EXHIBIT A**

**BID FORM INCLUDING DELIVERY AND PRICING**

**1. Delivery.** If your Bid is accepted and a contract is executed, state the number of days you need to deliver the Goods and/or to begin providing Services:

\_\_\_\_\_

You must be able to deliver the Goods and/or Services as specified in your Bid. Failure to do so may result in City terminating your agreement or canceling the Purchase Order, pursuing collection under any performance bond, as well as seeking any other damages to which it may be entitled in law or in equity.

**2. Pricing**

**(ESTIMATED QUANTITIES FOR EVALUATION PURPOSES ONLY)**

Item	Description	Estimated Annual Quantity	Cost per Liquid Ton Delivered	Extended Delivered Cost
1	Fluorosilicic Acid (H <sub>2</sub> SiF <sub>6</sub> = 23-25% by wt.)	525 tons		
1a	Additional Charge per 1/4 hour beyond 4 hours of free unloading time	1 or more	---	
<b>TOTAL COST:</b> <b>(All costs must be included or your Bid will be disqualified)</b>		\$ _____		

**3. Annual Price Adjustment.** The prices bid for any Goods and/or Services shall not increase during the initial term of the contract. However, if you anticipate that you will not be able to maintain firm prices for any renewal period, a change in price **will be considered** if the following conditions are met:

- a) You must limit any increase to **one** of the following(indicate your **choice**\*):
- the change in the Consumer Price Index from BLS Table 1(web link below) from the prior year, as measured by the change in the CPI-U between the most recent month available and that same month in the prior year \_\_\_\_\_ (place an "X" here if this is your choice)
  - a fixed percentage you specify \_\_\_\_\_%
- b) You must notify City, in writing, no later than 90 days before the initial contract period ends, or any renewal period ends, of your intent to exercise the price choice in your bid. **Failure to so notify City will result in City denying any price increases.** In no event can the proposed price change exceed that possible under the choice in your bid. Your notice can be sent by certified mail, fax or email.

Notes: \* - Any price increase you choose will be considered in the evaluation of your bid. If you choose the CPI-U, the annual increase used for evaluation will be assumed to equal the change in the CPI-U for the prior year, as described above.

CPI Web Link: <http://www.bls.gov/news.release/cpi.t01.htm>

Bidder's Company Name \_\_\_\_\_

**Authorized Signature Here ►** \_\_\_\_\_

Printed Name: \_\_\_\_\_

**RETURN THIS ENTIRE BID PACKET**