



**Invitation For Bid TAC 239G
Granular Activated Carbon &
Removal/Disposal
Water & Sewer Department
Issued: December 5, 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 239G

DESCRIPTION: Granular Activated Carbon & Removal/Disposal

(Commodity Code(s): 885-08)

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 or a hardcopy may be obtained at:

City of Tulsa-Purchasing Division
175 East 2nd Street, 15th Floor
Tulsa Oklahoma 74103

Bids must be received no later than 5:00 PM (CST) on Wednesday, January 22, 2020, and delivered to:
City Clerk's Office
175 East 2nd 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 and (12) Form #7, (13) Form #8, (14) Form #9, and (15) 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
- _____ Form #8: Technical, Managerial and Financial Capabilities
- _____ Form #9: Granular Activated Carbon Product Source/Manufacturing Information
- _____ 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

City of Tulsa

175 E. 2nd Street, 15TH Floor

Tulsa, OK 74103

Include **IFB TAC 239G** on the subject line

Bidder's Notice of Intent to Submit a Bid

Email the Project Buyer indicating your intent to Bid. Include IFB **TAC 239G** 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) 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 USB 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 2nd Street, 2nd 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 2nd 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:

TAC239G GRANULAR ACTIVATED CARBON & REMOVAL/DISPOSAL

(the "Goods and/or Services"); and

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, Form #9, 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 1st to June 30th) 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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PURCHASE AGREEMENT**

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.
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. 2nd Street, Suite 260
Tulsa, Oklahoma 74103

With a copy to:

Ashleigh McCarn, Senior Buyer
City of Tulsa
175 E. 2nd Street, 15TH Floor
Tulsa, OK 74103



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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, 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

Date:

City Clerk

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



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FORM #5

AFFIDAVIT OF CLAIMANT

STATE OF _____)

)ss.

COUNTY OF _____)

The undersigned, of lawful age, being first duly sworn, on oath says that this contract is true and correct. Affiant further states that the work, services or materials will be completed or supplied in accordance with the contract, plans, specifications, orders or requests furnished the affiant. Affiant further states that (s)he has made no payment directly or indirectly of money or any other thing of value to any elected official, officer or employee of the City of Tulsa or any public trust of which the City is a beneficiary to obtain or procure the contract or purchase order.

By: _____
Signature

Name: _____

Company: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My commission expires: _____

My commission number: _____

The Affidavit must be signed by an authorized agent and notarized



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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).

Sign Here ►

Printed Name: _____

Title: _____

Date: _____



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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, (14) Form #9, and (15) 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 2nd 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.



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O. “Seller” shall mean the Bidder whose Bid City selected and awarded a contract.

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.

- 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.



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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 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 2nd 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.



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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 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

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:** X

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



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Yes:___ No: X

6. **References.** If the box is checked "Yes," References are **required(3): See Form #8 "Technical, Managerial and Financial Capabilities"**

Yes: X No: ___

7. **Purchase Card:** Is the City of Tulsa Purchasing Card acceptable (This is a Visa):

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

SCOPE:

To obtain **Granular Activated Carbon (GAC)** for use as a filter medium at the City of Tulsa's Water Treatment Plants. This bid must include the removal and proper disposal of spent GAC, and selection, purchase, and placement of new GAC in the designated filters.

REFERENCE STANDARDS:

All provisions of the **American Water Works Association (AWWA) Standard for Granular Activated Carbon** ANSI/AWWA B604-18, 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 B604 standard, the more stringent standards shall apply.

The Granular Activated Carbon shall be certified as suitable for contact with or treatment of drinking water in accordance with **ANSI/NSF Standard 61, Drinking Water Components – 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.**

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 Granular Activated Carbon ANSI/AWWA B604-18, 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 61: Drinking Water Components – 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:

- Name of Product
- Lot Number
- Ash Content
- Moisture Content
- Iodine Number
- Abrasion Number
- Sieve Analysis, +8 Mesh and -20 Mesh
- Effective Size
- Uniformity Coefficient
- Printed name and signature of the analyst must be written on the Certificate of Analysis



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QUALITY:

1. General

- a. The carbon Seller shall be the manufacturer and in complete control over the manufacturing process.
- b. GAC shall be supplied directly by a single virgin carbon manufacturer. All virgin carbon supplied in each delivery shall be produced from a single manufacturing run.
- c. All GAC supplied to the City of Tulsa shall be virgin 8x20 lignite or bituminous carbon that originates from North America. All GAC supplied to the City shall be processed within the United States. Regenerated or reactivated carbon is not acceptable. Upon request, the Seller shall provide proof to the City that the manufacturing facility maintains separate processing equipment for virgin and reactivated carbon grades.
- d. The GAC shall be manufactured by a producer certified for ISO 9001:2015 quality standard, or its most recent revision, and at the specific plant or site holding such certification. A copy of the valid ISO 9001:2015, or the standard's most recent revision, certification must be submitted with the bid.
- e. The GAC must be an agglomerated coal-based product with petroleum and coal-based pitch binders sized to a granular form prior to baking and activation; broken pellets will not be accepted.
- f. The GAC shall be capable of removing turbidity, color, tastes, odors and other organic contamination from water treated by conventional water treatment processes.
- g. The Bidder shall indicate the source of the coal, type of coal, carbon manufacturing location, the agglomeration/thermal process, and capacity of the manufacturing facility. The Bidder shall indicate the above information on Form #9 "Granular Activated Carbon Product Source/Manufacturing Information". All information requested shall be provided. If the information is different for each type of GAC in bid submittal, complete a Form #9 for each product. Failure to comply with this requirement will deem the bid non-responsive and the bid will be rejected. The City of Tulsa reserves the right to inspect the GAC manufacturing and thermal processing facility.
- h. The Bidder shall submit a Technical Data Sheet for each GAC submitted in bid. Failure to comply with this requirement will deem the bid non-responsive and the bid will be rejected.
- i. Upon request by, and at no additional cost to, the City, the Seller shall obtain at least two (2) core samples from each filter annually to perform the following analyses. These analyses shall be performed for a 3-year period following installation of the GAC.
 - Iodine Number
 - Sieve Analysis
 - Effective Size
 - Uniformity Coefficient
- j. The granular activated carbon supplied according to this standard shall contain no substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water that has been properly treated with granular activated carbon.
- k. **All materials that do not meet these requirements shall be rejected immediately, removed from the Water Treatment Plant site, and replaced with GAC conforming to the specifications at Sellers expense.**

2. Bituminous Coal-based

- a. The Moisture Content at the time of receipt shall not exceed 2% by weight.
- b. GAC shall be virgin material manufactured from only select grades of bituminous coal to produce a highly active, durable, granular material capable of withstanding the abrasion involved in transport, installation, and backwash. Petroleum based GAC will not be accepted. The material shall be free of foreign material such as clay and dust.
- c. Particle Size Distribution shall be 8 x 20. The amount of GAC retained on the maximum (#8) and minimum (#20) sized sieves are as follows:
 - #8 Sieve: 5% Maximum
 - #20 Sieve: 4% Maximum
- d. Uniformity Coefficient shall not be greater than 1.5 after backwashing and draining in the filter



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- e. Abrasion Number shall be a minimum of 75 (only Ro-Tap abrasion test will be accepted).
- f. Iodine Number shall be a minimum of 920.
- g. Apparent Density, dry, shall be a minimum of 0.52 g/mL
- h. Effective Size shall be 1.0-1.2
- i. Ash Weight shall be a maximum 10%

3. Lignite Coal-based

- a. Moisture Content at the time of receipt shall not exceed 8% by weight.
- b. Carbon shall be virgin material. Petroleum based GAC will not be accepted. The material shall be free of foreign material such as clay and dust.
- c. Particle Size Distribution shall be 8 x 20. The amount of GAC retained on the maximum (#8) and minimum (#20) sized sieves are as follows:
 - #8 Sieve: 5% Maximum
 - #20 Sieve: 5% Maximum
- d. Uniformity Coefficient shall not be greater than 1.5 after backwashing and draining in the filter.
- e. Abrasion Number shall be a minimum of 70. (Only Ro-Tap abrasion test will be accepted).
- f. Iodine Number shall be a minimum of 500.
- g. Effective Size shall be 1.0-1.2.
- h. Apparent Density, dry, shall be 0.38 g/mL.

BID REQUIREMENTS:

The City of Tulsa's Water and Sewer Department reserves the right to require Bidder's product to undergo Performance Evaluation testing prior to awarding the bid. Performance Evaluation will be performed by the City. The City of Tulsa will only accept one bid proposal for each type of GAC (one each Lignite Coal-Based, one each Bituminous Coal-based) from each Bidder. The Bidder may choose to provide a bid proposal for only one type of GAC.

The Bidder shall submit the following with the bid packet (excluding product sample, which the Bidder will provide separately if requested by the City). **The City of Tulsa reserves the right to reject the bid if Bidder fails to submit all required documentation.**

1. Entire completed bid packet, to include Forms 1-9 and Exhibit A.
2. Proof of NSF Certification (for all types, products, and manufacturing facilities included in bid submittal)
3. Proof of ISO 9001:2015 Certification
4. A representative Certificate of Analysis for each type of GAC submitted in the bid, along with a list of personnel authorized to certify same.
5. A Technical Data Sheet for each type of GAC submitted in the bid
6. A valid and compliant Safety Data Sheet for each type of GAC submitted in the bid
7. The Bidder shall provide the "Manufacturer's Commitment Statement" on their letterhead. This statement guarantees that Seller commits to supply GAC to the City of Tulsa. An example of this statement can be found at the end of this specification.
8. Upon request by the City of Tulsa, each Bidder shall submit a minimum of fifty pounds as a sample of the proposed granular activated carbon and its associated Certificate of Analysis (see section "CERTIFICATE OF ANALYSIS" for document requirements). The sample(s) shall be provided at no cost to the City. The sample(s) may be used to pilot test the GAC.
9. The Bidder shall submit a detailed written description of the company and its policies, to include the following information:



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- Number of years producing GAC. **A minimum of 15 years of GAC production for use in municipal drinking water filtration is required.**
 - Hydraulic performance characteristics for each type of GAC submitted in bid, including head-loss over specified filter and backwash flow rates
 - Detailed backwashing requirements and maintenance recommendations
 - Sampling and monitoring techniques and methodologies
 - GAC exchange, installation, preparation for service, transportation, and handling procedures.
 - Disposition of spent carbon, including when ownership changes, reuse, and final disposal plans
10. The Bidder shall submit the name of the contractor and the equipment that will be used for the removal of the spent media and installation of the new media in the filter. The Seller shall coordinate all operations with the respective Water Treatment Plant Superintendent.

BID EVALUATIONS:

Both Bench-scale and pilot-scale testing may be performed by the City of Tulsa on each of the GAC samples submitted by Bidders to evaluate each product's respective performance. This testing may be performed on one or both Water Treatment Plant's raw water. Alternatively, the City may elect to use historical testing data if the Bidder submits the exact product that has been tested previously.

Total Organic Carbon (TOC) and Disinfection Byproduct Formation Potential (DBPFP) data will be used to evaluate overall performance of GAC. Removal efficiencies will be determined at dosages selected by the City of Tulsa. Performance Factors (PF) will be calculated to compare the overall cost of each of the GAC tested. For each dose, the GAC with the highest removal efficiency will be assigned a PF of 1.0. For the remaining GACs, the removal efficiency of the best performing GAC is divided by the respective removal efficiency of the individual GAC to obtain each PF. Performance Factors will be calculated for both TOC and DBPFP and obtain a combined PF for each GAC. See example of the evaluation in the following table:

Product	% Removal TOC	PF	% Removal DBPFP	PF	Average PF
A	30	1.00	24	1.17	1.08
B	28	1.07	23	1.22	1.15
C	25	1.20	28	1.00	1.10

The adjusted cost for each product's bid is obtained by multiplying the Bid Unit Cost by the combined PF for each GAC product. The GAC with the lowest performance adjusted cost will be deemed as the lowest bid (if bid submittal meets all other requirements delineated in IFB).

Lignite and bituminous based GACs will be grouped separately and evaluated respectively.

If the product which results in the lowest bid after the performance factor is applied has not been used at either of the City's water treatment facilities in the past, additional testing will be performed prior to acceptance. This testing will be performed in the City's pilot plant to verify acceptable turbidity removal, TOC removal and head loss rates. If the product does not meet performance expectations, the next lowest bid product meeting all requirements will be selected.

QUANTITY:

The estimates of quantities of GAC to be purchased are listed below. There are twelve (12) filters at both Mohawk and A.B. Jewell Water Treatment Plants (WTP). Filter replacement may occur on up to four (4) filters at each WTP annually. Spavinaw WTP has two (2) filters that are replaced annually. The estimate is given for informational purposes only. The Seller should not consider this estimate to guarantee a minimum or a maximum amount. Regardless of extent, neither an



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under-run nor an over-run in the actual quantity delivered compared to the estimated quantity listed below shall entitle the Seller to an adjustment in the unit price or to any other compensation.

A.B. Jewell (per filter)	Mohawk (per filter)	Spavinaw (per filter)
Filter area = 1,760 ft ²	Filter area = 1,064 ft ²	Filter area = 24 ft ²
36" GAC 8x20	60" GAC 8x20	24" GAC 8x20
GAC volume = 5,280 ft ³	GAC volume = 5,320 ft ³	GAC volume = 50 ft ³
12" sand (City will supply)	12" sand (City will supply)	No sand

METHOD OF PAYMENT:

Payment for bulk deliveries of GAC shall be calculated based upon GAC volume ordered. Bulk delivery trucks shall have certified scale weights taken at an onsite scale for deliveries to Mohawk, and at off-site certified scales for deliveries to A.B. Jewell or Spavinaw. See section "Method of Delivery" for list of certified scales to utilize for A.B. Jewell deliveries.

Payment for Super Sacks of GAC will be based upon the number received, and the price per "Super Sack" as listed on bid page.

POINTS OF DELIVERY:

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

- A.B. Jewell Water Treatment Plant - 18707 E. 21st Street Tulsa, OK 74134
- Mohawk Water Treatment Plant - 3600 E. Mohawk Blvd., Tulsa, OK 74115
- Spavinaw Water Treatment Plant - 401 E. Lake Ave., Spavinaw, OK 74366

METHOD OF DELIVERY:

1. Unloading and placing of GAC into the filter beds shall be the responsibility of the Seller. Seller will also place the GAC received in "Super Sacks" to top off filters as needed.
2. GAC shall be delivered by bulk trailers. Trailers shall have tight closures to avoid loss and contamination of the material in transit. The interior of the trailers shall be clean and free from dirt, corrosion-scale, and other sources of contamination. Trailers shall be constructed of materials compatible with GAC. The trailer and hoses will be inspected at the time of delivery for potential contamination. If any contamination of any equipment is observed, the load will be rejected.
3. Shipments shall be made in trailers that are dedicated to the delivery of GAC. The Seller shall furnish to the City a current written list of all dedicated trailers prior to any shipment. Bulk shipments made in trailers not on the current list of dedicated delivery trailers shall be rejected and returned to the Seller at no charge to the City of Tulsa.
4. Transport of the GAC shall be directly from the manufacturing plant to the point of delivery.
5. Water Treatment Plant Operations staff will backwash GAC after the installation of each load. After backwash, if specified depth is not met, Seller shall provide and install additional GAC at no additional cost to the City.
6. All shipments shall be accompanied by the following:
 - a. Bill of Lading
 - b. SDS
 - c. Certificate of Analysis (COA)
 - d. 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".



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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 weigh ticket.

7. **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

8. **Spavinaw Weighing Procedure**

- a. The driver of the shipment must weigh at a certified scale near the delivery location and obtain a weigh ticket.
- b. The driver delivers and unloads the shipment at Spavinaw.
- 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. A copy of the weigh ticket can be faxed to Spavinaw at (918) 589-2952
- f. Upon approval by Spavinaw WTP, the Seller can utilize certified scales located at the GAC loading facility.

CARBON EXCHANGE PROCEDURES:

1. The GAC exchange installation shall be under the direct supervision of the Seller's full-time, permanent employee, having a minimum of five years of experience in performing carbon exchanges. Supervision by a third party or agent is not allowed.
2. Bidder shall submit a list of all full-time, permanent supervisors under the direct employment of Bidder that will supervise carbon exchanges during the life of this contract. The list shall include supervisors' qualifications, years of experience, and work location.
3. The City of Tulsa retains the right of approval and reasonable rejection of staff assigned to the work by the Seller. If the City reasonably rejects staff, the Seller must provide replacement staff satisfactory to the City in a timely manner and at no additional cost to the City. The supervision and control of Seller's employees is the sole responsibility of the Seller.
4. The virgin GAC shall be transported, delivered and placed in a careful manner to prevent dispersal of dust, dirt or deleterious material and to prevent physical damage to the particles.
5. After delivery to the site, the City of Tulsa may take random test samples of GAC and have sieve analyses performed on each sample by a laboratory selected by the City of Tulsa. Additional tests will be performed on the GAC including, but not limited to, Iodine Number, Ash Content, and Apparent Density. Failure of the samples to meet any of the above specifications shall be cause for GAC rejection, and the Seller shall remove rejected GAC from the site and



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provide replacement GAC that meets all specifications at no additional cost to the City of Tulsa. No "plus tolerances" shall be allowed on any Uniformity Coefficients.

6. All carbon removal and installation shall be completed hydraulically using the Eduction Method. The Seller shall provide all required equipment for this operation.
7. The Seller shall be responsible for all site preparations, cleaning, and restoration to the City of Tulsa's satisfaction at the contractor's sole expense.
8. If GAC does not perform to this specification after installation, removal of substandard GAC shall be at Seller's expense.

FINAL CLEANING:

At completion of the work the site and adjacent areas affected during the carbon exchange shall be cleaned by the Seller to a condition satisfactory to the respective Plant Superintendent or Operations Supervisor. The following activities may be required:

- Remove carbon and other foreign material from exposed surfaces.
- Prevent the discharge of carbon into storm drains.
- Broom clean exterior paved driveways and parking areas.
- Repair, patch, and touch up marred surfaces to specified finish and match adjacent surfaces.

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 five (5) calendar days 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. Delivery at Spavinaw shall be made between the hours of 7:00 a.m. and 12:00 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.**

SPILLS:

In addition to the section labeled "Final Cleaning", 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,



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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 Seller shall return to the immediately and return site to pre-spill conditions.

REPORTING:

Seller Awarded the bid will provide Quarterly and Annual Reports on all services/equipment serviced/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 Granular
Activated Carbon 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**
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
☐ Spavinaw Water Treatment Plant

Email Form to: MWTPChemDel@cityoftulsa.org

Email Form to: ABJChemDel@cityoftulsa.org

Fax Form to (918) 589-2952

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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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) 591-4042

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

Spavinaw Water Treatment Plant

Lakes Manager	Jennifer Lindly	(918) 253-2155
Source Water Protection Mgr.	Adam Johnson	(918) 589-2460
Fax		(918) 589-2952

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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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 Granular Activated Carbon, ANSI/AWWA B604-18, 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 Bidder must have experience supplying the exact product required in this specification to three utilities of similar size as the City of Tulsa. 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		

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 City of Tulsa. _____

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 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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**FORM #9
GRANULAR ACTIVATED CARBON
PRODUCT SOURCE/MANUFACTURING INFORMATION**

Vendor Name: _____

Product Name	
Source of coal	
Carbon manufacturing location	
Agglomeration/direct or chemical activation process	
Manufacturing capacity	



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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)

Cost of Virgin Granular Activated Carbon (GAC) which includes the removal and disposal of spent carbon and selection, delivery, and placement of new GAC in filters.

Section 1:

Item	Description	Location	Volume per filter (ft ³)	Product Name/#	Unit Cost (\$/ft ³)	Cost Per Filter (\$)
1	Virgin GAC Bituminous 8x20	A.B. Jewell	5,280			
2	Virgin GAC Bituminous 8x20	Mohawk	5,320			
SECTION 1 SUB-TOTAL:						

Section 2:

Item	Description	Location	Volume per filter (ft ³)	Product Name/#	Unit Cost (\$/ft ³)	Cost Per Filter (\$)
1	Virgin GAC Lignite 8x20	A.B. Jewell	5,280			
2	Virgin GAC Lignite 8x20	Mohawk	5,320			
3	Virgin GAC Lignite 8x20	Spavinaw	50			
SECTION 2 SUB-TOTAL:						

(Continued on next page)



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Options:

Item	Description	Location	Quantity	Product Name/#	Unit Weight (lb./sack)	Unit Cost (\$/sack)	Extended cost (\$)
1	Super-sack delivery	A.B. Jewell	1 or more				
2	Super-sack delivery	Mohawk	1 or more				
3	Super-sack delivery	Spavinaw	1 or more				
OPTIONS SUB-TOTAL							

TOTAL COST NOT TO EXCEED:

(All costs must be included, or your Bid will be disqualified)

\$ _____

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***):

1. 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)
2. 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