



INVITATION FOR SEALED BID

TAC #239A

Description: GRANULAR ACTIVATED CARBON

Department: PUBLIC WORKS

NIGP Commodity Code(s): 885-08-00-000-0

Total pages including this page is 19

NOTE: FAXED BIDS WILL NOT BE ACCEPTED

Important Instruction – Read Carefully:

If you have obtained these bid specifications from either of:
City of Tulsa's Fax-on-Demand (918-596-1171) or
City of Tulsa's Web-site : <http://www.cityoftulsapurchasing.org/>

you must notify the buyer Darlene Donica of your intent to bid by e-mail ddonica@ci.tulsa.ok.us in order to receive addenda. The buyer will always acknowledge your e-mail for your records. All addenda will be posted on fax-on-demand and the web-site.

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Pay special attention to those pages with a reference to the following notes:

Note #1: Signature of authorized agent required

Note #2: Signature of an authorized agent and notarized required

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Your bid response should follow the same format listed above plus any additional format requested in the body of the bid invitation.

**INVITATION FOR SEALED BIDS
TO
City of Tulsa**

200 CIVIC CENTER, ROOM 109, TULSA, OKLAHOMA 74103

Bid number and date of bid opening must appear on the lower
left outside corner of bid envelopes and all related containers.

DATE OF OPENING: SEPTEMBER 12, 2002

BID NUMBER: TAC 239A

**BID MUST BE IN THE CITY CLERK'S OFFICE AT THE ABOVE ADDRESS BY 5:00 P.M. THE DAY
PRECEDING THE "DATE OF OPENING" SHOWN ABOVE.**

BIDS WILL BE OPENED AT 8:30 A.M. IN THE CITY COUNCIL ROOM ON THE DAY SPECIFIED UNDER "DATE OF OPENING."

PUBLISHED IN THE TULSA DAILY COMMERCE AND LEGAL NEWS: AUGUST 29, 2002

Bid must be accompanied by bidder's bond, cashier's check or certified check in the amount of: NONE

PLEASE READ TERMS AND CONDITIONS ON THE NEXT PAGE BEFORE COMPLETING BID DOCUMENTS

DARLENE DONICA 918-596-7558

THE FOLLOWING SECTION MUST BE COMPLETED BY BIDDER

Delivery will be made in not more than _____ days after receipt of order.

Payment terms _____% _____ days.

City of Tulsa may increase quantity of order at the unit price bid for _____ days. (Bidder to Specify Days) I have examined the terms and specifications and the instructions to bidders herein and agree, provided I am awarded a contract, to provide the above described items for the sum shown in accordance with the terms and specifications stated herein. All deviations are in writing and attached hereto.

Enclosed is a BID BOND ; CASHIER'S CHECK; Certified Check in the amount of \$ _____, which I agree the City of Tulsa may retain as liquidated damages in the event of my failure to comply with the terms of this bid.

MUST BE SIGNED BY AUTHORIZED AGENT TO BE VALID

FIRM NAME _____ by _____
Signature

STREET _____ TITLE _____

CITY STATE _____ ZIP CODE _____ PHONE NUMBER _____ DATE _____

GENERAL TERMS AND CONDITIONS OF BIDS

THESE ITEMS APPLY TO AND BECOME A PART OF THE BID.

NO EXCEPTIONS TO THESE TERMS & CONDITIONS WILL BE CONSIDERED.

1. **BIDS MUST BE SUBMITTED ON THIS FORM ONLY INCLUDING A SIGNATURE OF AN AUTHORIZED AGENT.** Each bid shall be placed in a separate envelope. Be sure envelope is completely and properly identified and sealed, showing the bid number and date in the lower left hand corner. Bids must be time stamped in the office of the City Clerk by 5:00 P.M. on the day before date of opening.
2. No bidder may withdraw his proposal for a period of thirty (30) days after the date and hour set for the opening of bids.
3. All prices shall be quoted F.O.B. Tulsa, Oklahoma, and delivery to City of Tulsa location shall be without additional charge.
4. The bidder shall attach the manufacturer's name of the equipment or material to be furnished, type, model numbers, manufacturer's descriptive bulletins and specifications. All guarantees and warranties should be clearly stated. This data shall be in sufficient detail to describe accurately the equipment or material to be furnished. Manufacturer's specifications, in respect to the successful bidder, shall be considered as part of his contract with the City of Tulsa.
5. The bidder shall show in the proposal both the unit prices and total amount, where required, of each item listed. In the event of error or discrepancy in the mathematics, the unit prices shall prevail.
6. Any exceptions or deviations from written specifications shall be shown in writing and attached to the bid form.
7. Each bidder agrees to comply with the terms of Title 5, Chapter 1, of Tulsa, Oklahoma Charter and revised ordinances relating to equal employment opportunity.
8. **THE ENCLOSED FORMS REGARDING NON-COLLUSION AND FINANCIAL INTEREST MUST BE SIGNED, NOTARIZED, AND RETURNED WITH THE BID.**
9. The City of Tulsa reserves the right to reject any and all bids, to waive any technicalities in the bidding, and to award each item to different bidders or all items to a single bidder.
10. All bids must be accompanied by bidders bond, cash, certified or cashier's check in the amount shown on the face of the bid form. This amount shall be retained by the City of Tulsa as liquidated damages in the event the successful bidder (or bidders) fails to execute a contract, if required. The bidder agrees that said amount is presumed to be the damages sustained by the City due to the impracticability and extreme difficulty in fixing the actual damages. The office of the City Clerk will return the bid deposits to the unsuccessful bidders, after a contract has been awarded or all bids have been rejected.
11. In the event cash discounts are offered by the bidder, the discount date shall begin with the date of invoice, the date of receipt of all material covered by the purchase order, or the date of receipt by the City of Tulsa of the original copy of the purchase order with properly executed Affidavit of Claimant, whichever is the later date.
12. Direct purchase of certain items of equipment or material by the City of Tulsa are exempt from Federal Excise Tax and Oklahoma Sales Tax. In such cases the bidder shall quote prices which do not include Federal Excise Tax and Oklahoma Sales Tax. The City of Tulsa will furnish executed exemption certificates upon presentation by the bidder at the time of purchase.
13. Bid must show number of days required for delivery under normal conditions. Failure to state delivery time obligates bidder to complete delivery in fourteen (14) calendar days. Unrealistically short or long delivery promises may cause bid to be disregarded. Contractor must keep Purchasing Department advised at all times of status of order. Default in promised delivery or failure to meet specifications authorizes the Purchasing Agent to purchase supplies elsewhere and charge full increase of cost and handling to defaulting contractor. Consistent failure to meet delivery promises without valid reason may cause removal from bid list.
14. Bidder agrees to defend and save City of Tulsa from and against all demands, claims, suits, costs, expenses, damages and judgments based upon infringement of any patent relating to goods specified in this order or the ordinary use or operation of such goods by City or use or operation of such goods in accordance with bidders direction.
15. If the bid requires a written contract, the successful bidder shall execute a written contract with the City of Tulsa and return the required bonds and insurance certificates within ten (10) days after submission of contracts to said bidder by the City.

INTEREST AFFIDAVIT

STATE OF _____ }
 } ss
COUNTY OF _____ }

_____, of lawful age, being first duly sworn, states that s(he) is the agent authorized by the bidder to submit the attached bid. Affiant further states that no officer or employee of the City of Tulsa either directly or indirectly, owns a twenty-five percent (25%) interest in the bidder's business or such a percentage which constitutes a controlling interest. Affiant further states that the following officers and/or employees of the City of Tulsa have some direct or indirect interest in the bidder's business:

By _____ (Signature)

_____ (Title)

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

NOTARY PUBLIC SIGNATURE

My Commission Expires:

The Interest Affidavit must be completed, signed by an authorized agent, and notarized.

BIDDER AFFIDAVIT - TITLE 74 O.S. (1974 SUPP.) 85.22-85.25

STATE OF _____ COUNTY OF _____

_____, of lawful age, being first duly sworn on oath says
Authorized Agent

1. (s)he is the duly authorized agent of _____, the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached.
2. (s)he is fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bid; and
3. neither the bidder nor anyone subject to the bidder's direction or control has been a party;
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
 - b. to any collusion with any municipal official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

SIGNATURE OF AUTHORIZED AGENT

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

Signature of Notary Public

MY COMMISSION EXPIRES

The Bidder Affidavit must be completed, signed by an authorized agent, and notarized.

CONTRACTOR/BIDDER INFORMATION SHEET

**To be completed by all Bidders
For Contracts with the City of Tulsa
(Please print or type)**

Project No. or Description _____

Full Name of Bidder _____

Legal Identity
(Corporation, Partnership,
Individual, etc.) _____

Address _____

Telephone No. _____

FAX No. _____

Taxpayer Identification Number _____

Contact Person _____

Phone No. _____

Fax No. _____

E-mail address _____

Webpage Address _____

Price Sheet Summary

Vendor Name: _____ Signature: _____
Date: _____

You will be able to obtain a copy of the Bid Summary on the City of Tulsa's Purchase-Net Fax-on-Demand and Website shortly after bid opening.

TAC 239A

GAC Bituminous 8x 20 (Delivered and placed in filter):

Cost of Virgin GAC

AB Jewell

\$ _____ /ft³ x 5,280 ft³ = \$ _____ per filter

Mohawk

\$ _____ /ft³ x 5,320 ft³ = \$ _____ per filter

GAC Lignite 8x20 (Delivered and placed in filter):

Cost of Virgin GAC

AB Jewell

\$ _____ /ft³ x 5,280 ft³ = \$ _____ per filter

Mohawk

\$ _____ /ft³ x 5,320 ft³ = \$ _____ per filter

Cost for GAC Media Analysis: \$ _____ /per test

Super-sack delivery: \$ _____ /lb x 20,000 lb

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

Bidder must submit the complete original bid package and two (2) copies.

**TAC 239A
GRANULAR ACTIVATED CARBON
PUBLIC WORKS DEPARTMENT**

Intent:

To obtain a supplier for **Granular Activated Carbon (GAC)** to use at the City of Tulsa's Water Treatment Plants. The removal and disposal of current carbon and gravel media will be bid in a separate contract.

Reference Specification:

All provisions of the American Water Works Association Standard for Granular Activated Carbon (AWWA B604-96) shall apply to this specification. **The GAC must have NSF approval. The GAC must also be made in America.**

Contract Time:

The terms of the contract shall be for a period of one (1) year beginning from November 7, 2002 when current contract expires. The contract shall be renewable, with the consent of both parties, for two (2) successive one (1) year periods.

Price Adjustment Option:

The price paid for a commodity under this contract shall not change during the term of this contract. However, if the supplier anticipates that they will not be able to maintain firm prices for any renewal period, a change in price may be allowed in a renewal of this contract if the following criteria are met:

1. The supplier includes a formula, to calculate a change in price at the time of renewal, **in the bid for the initial contract.** The formula shall be reasonable, objective, and capable of measurement.
2. The supplier notifies the City, in writing, no later than 30 days prior to the expiration of the initial contract period, or any renewal period, of its intent to exercise the right to increase or decrease the prices under the contract. The notice shall include a calculation of the price increase or decrease requested by the vendor.

Hazard Communication Standard:

The Oklahoma Hazard Communication Standard is a part of this specification. The seller shall provide Material Safety Data Sheets (MSDS) on the product delivered under this contract. The MSDS shall be equivalent to a U.S. OSHA Form 20 MSDS.

Experience:

The GAC media manufacturer must have a minimum of **five years** experience in providing GAC for use in municipal rapid media filters.

Affidavit of Compliance:

The supplier shall supply an affidavit of compliance with the executed contract stating that all products furnished under this contract comply with all applicable requirements of AWWA for Granular Activated Carbon. **An affidavit of compliance shall accompany the bid proposal indicating compliance to ANSI/NSF 60 Standard for Drinking Water Additives and the requirements of the AWWA Standard B604-96. Each delivery must also include a certificate of analysis.**

Bid Submittal:

1. Each bidder shall submit upon request with no charge to the City, 1 ft³ of the proposed granular activated carbon and a laboratory analysis of this product. The required sample media will be used to pilot test the carbon. The sample analysis shall contain the following:
 - Moisture Content
 - Apparent Density
 - Particle Size Distribution
 - Iodine Number
 - Molasses Number
 - Abrasion Number (Ro-Tap)
2. Each bidder shall submit with the bid the proposed method for transporting, handling, and installing the media and the proposed method for preparing the filter media for service.
3. The manufacturer shall supply a bi-annual analysis on core samples from each filter at no additional charge for a 3-year period following installation of the media. The analysis shall include:
 - Iodine Number
 - Molasses Number
 - Sieve Analysis
 - Uniformity Coefficient
4. The manufacturer shall supply a price per test for additional analysis of the filters during and/or after the contract has expired.

Method of Payment:

Granular Activated Carbon shall be delivered in bulk. Payments for deliveries shall be made **by volume after backwash.**

Quality:

Bituminous

- The moisture content at the time of receipt shall not exceed 8% by weight.
- Carbon 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.
- Particle size shall be 8 x 20
 - > #8 15% Maximum
 - <#20 4% Maximum
- Uniformity coefficient shall not be greater than 1.5 after backwashing and draining in the filter.
- Abrasion number shall be a minimum of 75 (only Ro-Tap abrasion test will be accepted).
- The iodine number shall be a minimum of 920.
- The molasses number shall be a minimum of 210.
- The apparent density, dry, shall be a minimum of 0.50 g/mL.
- The effective size shall be 1.0-1.2
- 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.

Lignite

- Moisture content at the time of receipt shall not exceed 8% by weight.
- 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.
- Particle size shall be 8x20
 - >#8 5% Maximum
 - <#20 5% Maximum
- Uniformity coefficient shall not be greater than 1.5 after backwashing and draining in the filter.
- Abrasion number shall be a minimum of 70. (Only Ro-Tap abrasion test will be accepted).
- The iodine number shall be a minimum of 500.
- The molasses number shall be a minimum of 300.
- The effective size shall be 1.0-1.2.
- Apparent density, dry, shall be 0.38 g/ml.
- 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.

All materials that do not meet the requirements shall be rejected immediately, removed from the plant site, and replaced with media conforming to the specifications.

Quantities:

The estimate of quantities to be purchased is listed below. Actual quantities may be more or less than the quantity estimated. **Filter replacement will occur for 4 to 6 filters on an annual basis. A minimum is not guaranteed.**

12 Filters at each plant

A.B. Jewell:

Total filter area for each filter 1,760 ft²
12" sand (City will supply)
36" GAC 8x20

Mohawk:

Total filter area for each filter 1,064 ft²
12" sand (City will supply)
60" GAC 8x20

Point of Delivery:

Delivery is to be made to the following locations:

A.B. Jewell Water Treatment Plant - 18707 E. 21st
Mohawk Water Treatment Plant - 3500 E Mohawk Blvd.

Method of Delivery:

Unloading and placing the carbon into the filter beds shall be the responsibility of the supplier.
One operator from the plant will be available to backwash media level after the installation of each load.

All shipment shall be accompanied by the following:

1. Shipping Invoice
2. MSDS
3. Certificate of Analysis (COA), which must include the following information:
 - Particle Size Distribution
 - Moisture Content
 - Apparent Density
 - Iodine Number
 - Abrasion Number
 - Molasses Number
4. 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.**

- The weight for **A.B. Jewell** shall be taken at a local (Tulsa) certified scale near the point of destination before and after offloading. City personnel will accompany the truck to the scale for the after delivery weight stamp.
- Bulk shipments to **Mohawk** will be weighed on the on site plant scales before and after offloading.

The supplier shall furnish to the City a current written list of all dedicated trailers prior to any shipment. The supplier can add or remove trailers from the list as needed. The supplier can fax the Water Treatment Plants the changes.

Shipments shall be made in trailers constructed to handle the shipment of 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.

Bid Items:

Bidders shall provide prices of all items. Bid prices will be based on quantities section of this specification. Prices shall include delivery charges.

The manufacturer must provide a letter stating the manufacturer commitment to supply GAC to the Water Treatment Plants. An example of this letter can be found at the end of this specification.

The manufacture shall provide a price for super sacks (1,000 lbs) of GAC to use for the topping off of filter beds due to loss. City personal will install super sack GAC.

Any other charges or provisions anticipated by the bidder and not shown in these specifications must be called out and included in the bid submittal.

Security:

1. Before the truck leaves the terminal, the supplier needs to notify the appropriate plant that the delivery is en route. The supplier must provide the name of the driver making the delivery, so that City of Tulsa personnel can match the driver's photo ID when he arrives at the plant.
2. All trucks must be sealed with a security tag, and the serial number on the security tag must be faxed to the appropriate plant after the truck has been loaded and ready for shipping. (Please review the Contact List and Delivery Confirmation Form at the end of this specification.)
3. The tractor, tanker, and/or trailer number must also be faxed to the appropriate plant.
4. The manifest that accompanies the shipment must contain of the same information along with the serial numbers and tractor/tanker numbers.
5. Discrepancies in any of these procedures could result in the load being refused, and will result in the delay of the unloading of chemicals, until discrepancies are satisfactorily resolved.

Unloading Duration:

Unloading time shall be free of charge for a minimum of four (4) hours, beginning upon arrival of the cargo trailer 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-hour of free time shall be as quoted on the bid submittal. Each charge will be investigated and approved prior to payment. In no case will demurrage be charged if the supplier's unloading time exceeds free time through no fault of the City. No charge shall be made for rejected shipments.

Time of Delivery:

Deliveries shall be within five (5) calendar days after receipt of orders at such intervals as required by the respective Plant Superintendents or Chief Operators. Delivery at **Mohawk** shall be made between the hours of 7:00 a.m. and 3:30 p.m., delivery to **A.B. Jewell** shall be made between the hours of 7:00 a.m. and 3:00 p.m., Monday through Friday unless otherwise approved in advance by the respective plant superintendent or chief operator. **Note:** Deliveries will not be accepted on City recognized holidays. A list of the holidays is available upon request.

Addenda and Interpretations:

If it becomes necessary to revise any part of this bid, a written addendum will be provided to all the bidders. The City of Tulsa is not bound by any oral representations, clarifications or changes made in the written specifications by City of Tulsa employees, unless such clarification or change is provided to bidders in written addendum form from the Purchasing Division.

Award of Bid:

The City of Tulsa shall award the bid to the firm whose proposal meets the specifications and is advantageous to the City. The bidder should consider the following factors in Section 406E of Title 6, from the City of Tulsa's purchasing ordinance:

406E. AWARD OF CONTRACT

1. Authority in the Mayor. The Mayor shall have the authority to award contracts within the purview of this chapter.
2. Lowest Secure Bidder. Contracts shall be awarded to the lowest secure bidder meeting specifications. Bid Specifications may include a point system for evaluating the lowest secure bid. In determining "lowest secure bidder", in addition to price, the following factors shall be considered:
 - a. The ability, capacity and skill of the bidder to perform the contract or provide the service required;

- b. Whether the bidder can perform the contract or provide the service promptly or within the time specified, without delay or interference;
- c. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- d. The quality of performance of previous contracts or services;
- e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- g. The quality, availability and adaptability of the supplies or contractual services for the particular use required;
- h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
- i. Where an earlier delivery date would be of great benefit to the requisitioning agency, the date and terms of delivery may be considered in the bid award, and
- j. The number and scope of conditions attached to the bid;
- k. If a point system has been utilized in the bid specifications, the number of points earned by the bidder.

MANUFACTURER COMMITMENT:

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

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

City of Tulsa Contact List

Water Supply Systems

Mohawk Water Treatment Plant
Superintendent
Chief Operator
Operations
Fax

Joan Arthur
Warren Williams

(918) 591-4029
(918) 591-4028
(918) 591-4047
(918) 591-4038

A.B. Jewell Water Treatment Plant
Superintendent
Chief Operator
Fax

Phil Demoret
Emmet Blankenship

(918) 669-6470
(918) 669-6471
(918) 669-6482

Administration
Utility Sys. Operations Adm.
Fax

Kerry Rowland

(918) 596-9847
(918) 596-1615



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

ATTN: _____

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: _____