

NOTICE TO BIDDERS

Notice is given that the Midwest City Municipal Authority (Authority) will receive sealed bids in the Office of the Secretary, Midwest City Municipal Center, 100 N. Midwest Boulevard, Midwest City, Oklahoma, until **2:00 p.m., on July 1, 2025**, for:

Water Treatment Chemicals

Any bids received more than ninety-six (96) hours, excluding Saturdays, Sundays, and holidays, before the time set for opening of bids, as well as bids received after 2:00 p.m. on the above date will be returned unopened. Bids shall be made in accordance with the bid documents, all of which are on file and available for public examination in the office of the Secretary in the Midwest City Municipal Complex. Complete sets of bid documents may be online via the city website: <https://www.midwestcityok.org/rfps>.

Bids filed with the Secretary shall be opened publicly and read aloud in the City Council Chambers at the time stated above or later. All bids shall be considered by the Chair and Trustees of the Municipal Authority prior to the contract being awarded. The Authority shall consider award of the project at or after 6:00 pm on **July 22, 2025**, to the lowest and best bidder meeting specifications. The Authority may lay the same over to a subsequent meeting for comparison and computation.

The bidder shall use the City bid documents only and all forms must be signed and notarized/attested. The bidder shall file his/her bid in a sealed envelope. Each envelope shall bear a legible notation thereon that it is a bid upon the item proposed. The bid shall be filed with the Secretary in the City Clerk's office. All bids shall be typewritten or in ink.

The specifications are complete as written. No oral representations made by any agent or employee of the City or its affiliate agencies shall be of any force or effect unless reduced to writing and submitted to all prospective bidders at least 24 hours in advance of the bid opening.

Any protest of the award of this proposed contract shall be in writing, shall specify the grounds for the protest in specific terms and shall be received by the Secretary within three (3) business days after the award of the contract by the governing body. The governing body reserves the right to review all bids and make the award to the lowest and best bidder. All other provisions of the specifications shall also apply.

Additional information may be obtained from the City of Midwest City, Public Works Department, **Carrie Evenson, Assistant Public Works Director, 8730 SE 15th, Midwest City, Oklahoma, 73110, (405) 739-1062, cevenson@midwestcityok.org**.

The Authority reserves the right to reject any or all bids.



Sara Hancock, Secretary
Midwest City Municipal Authority

Invitation to Bid
Water Treatment Chemicals

MIDWEST CITY MUNICIPAL AUTHORITY

8730 SE 15th Street
MIDWEST CITY, OKLAHOMA 73110

Write legibly in ink or use typewriter.

Published In

The Journal Record

Dates Advertised

June 10 and June 17, 2025

Bids must be in the Office of the Secretary By:
Tuesday, July 1, 2025, no later than 2:00 p.m.

VIRGIN GRANULAR ACTIVATED CARBON (GAC):

Note: Includes the removal and disposal of spent carbon and selection, purchase, and placement of new carbon in filters.

	Description	Quantity*	Cost (\$/ft ³)	Cost/Filter	Extended Cost
<u>1</u>	Virgin GAC Bituminous 8x30 (Delivered and placed in filter)	9600 ft ³			
<u>2</u>	GAC Lignite 8x30 (Delivered and placed in filter)	9600 ft ³			

* For Evaluation Purposes Only

LIQUID CHLORINE:

	Description	Quantity	Cost (\$)
<u>1</u>	Liquid Chlorine	per ton	

LIQUID POLYMER COAGULANT:

	Description	Quantity	Cost (\$)
<u>1</u>	Liquid Polymer Coagulant, per 30,260 lb	per lb	
<u>2</u>	Liquid Polymer Coagulant, per < 15,180 lb	per lb	

THE MIDWEST CITY MUNICIPAL AUTHORITY IS EXEMPT FROM PAYMENT OF OKLAHOMA SALES TAX AND FEDERAL EXCISE TAX.

I have examined the specifications and agree, provided I am awarded a contract within thirty (30) days from the date fixed for opening bids, to provide the above described items for the sum shown, in accordance with the terms and conditions attached to this sheet as "Agreement By Bidder."

REPLACEMENT WILL BE COMPLETED IN _____ DAYS OR LESS FROM DATE OF ORDER. DATED THIS _____ DAY OF _____, 2025.

FIRM _____ BY _____

ADDRESS _____ TITLE _____

AGREEMENT BY BIDDER

THESE TERMS APPLY TO AND BECOME PART OF THE TERMS AND CONDITIONS OF BID. ANY EXCEPTION MUST BE IN WRITING.

1. Bids must be submitted on the attached form only. Each bid must be placed in a separate envelope. Each envelope must be completely and properly identified and sealed, showing the date of bid opening and the subject advertised.
2. The Midwest City Municipal Authority 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.
3. No bidder may withdraw his bid within a period of thirty (30) days after the date and hour set for the opening of bids. A bidder may withdraw his bid at any time prior to the time fixed for the opening of bids.
4. All bids must be accompanied by bidder's bond or cashier's check in the amount shown on the Invitation for Sealed Bids form when required by the Midwest City Municipal Authority. This amount may be retained by the Midwest City Municipal Authority as liquidated damages in the event the successful bidder (or bidders) fails to comply with the terms of this bid. The Secretary will return the deposits to the unsuccessful bidders after the contract has been awarded.
5. All prices shall be quoted F.O.B. Midwest City, Oklahoma, and delivery to Midwest City Municipal Authority location shall be without additional charges unless otherwise stated in specifications.
6. The bidder shall attach the manufacturer's name of the equipment or materials to be furnished, type, model numbers, manufacturer's descriptive bulletins and specifications. All guarantees and warranties must 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 Midwest City Municipal Authority.
7. The bidder shall show in the bid 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.
8. Any exceptions to these items or conditions or deviations from written specifications shall be shown in writing and attached to the bid form.
9. In the event cash discounts are offered by the bidder, the discount date should begin with the date of invoice or the date of receipt of all material covered by the purchase order.
10. The bidder's attention is directed to the fact that the purchase of certain items of equipment or material by the Midwest City Municipal Authority is exempt from Federal Excise Tax. In such cases the bidder shall quote prices which do not include Federal Excise Tax. The Midwest City Municipal Authority will execute exemption certificates upon presentation by the bidder at the time of purchase.
11. Information to bidders and specifications are on file in the office of the Secretary and copies may be obtained from the Municipal Building, 100 N. Midwest Blvd., Midwest City, Oklahoma.
12. Bids must show number of days required for delivery under normal conditions. Failure to state delivery time obligates bidder to complete delivery in fourteen (5) calendar days. Unrealistically short or long delivery promises may cause bid to be disregarded. Bidder must keep Purchase Department advised at all times of status of order. Default in promised delivery or failure to meet specifications authorizes the Midwest City Municipal Authority to purchase bid items 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.
13. Bidder agrees to defend and save the Midwest City Municipal Authority harmless 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 the City or use or operation of such goods in accordance with bidder's direction.
14. Bidder may bid on one or all items but bids may not be tied together unless specifically stated in specifications.
15. The specifications are complete as written. No oral representation made by any agent or employee of the Municipal Authority, or its affiliate agencies, shall be of any force or effect unless reduced to writing and submitted to all prospective bidders at least 24 hours in advance of the bid opening.
16. Any protest of the award of this proposed contract by a bidder on the contract shall be in writing, shall specify the grounds for the protest in specific terms and shall be received by the Secretary/City Clerk within three (3) business days after the award of the contract by the governing body. All other provisions of these specifications shall also apply.
17. Each bidder when affixing his signature to the "Invitation for Sealed Bids" states that he has not, directly or indirectly, entered into any agreement, express or implied, with any other bidder or bidders, having for its object the controlling of the price, or amount of such bids, the limiting of the bids of bidders or the paying to any one any money for promotion expenses, the parceling or farming out to any bidder or bidders or other persons of any part of the contract or any part of the subject matter of the bid or the profits thereof.

No bidder shall divulge the information in his sealed bid to any person whomsoever, except those having a partnership or other financial interest with him in said bid, until after the sealed bids are opened.

A violation of any one of the foregoing provisions on the part of a bidder shall be sufficient reason for the rejection of his bid or making void any contract made by him with the City based upon such bid.

THIS AFFIDAVIT MUST ACCOMPANY THE BID

_____, of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the Bidder to submit the attached Bid. Affiant further states that the Bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any city official or employee as to quantity, quality or price in the prospective contract, or any other terms of said prospective contract; or in any discussions between bidders and any city official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

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

My Commission Expires:

GRANULAR ACTIVATED CARBON

GENERAL:

The purpose of these specifications is to qualify the purchase of Granular Activated Carbon for the Midwest City Municipal Authority (Authority).

This contract shall be for a period of one year, beginning **August 1, 2025**, and ending **July 31, 2026**, allowing for annual renewal with no changes and when agreeable with both parties. Cancellation of the contract will require 30 days written notice and may be initiated by either party.

Affidavit of Compliance:

The supplier shall supply an affidavit of compliance with the executed contract that all products furnished under this contract comply with all applicable requirements of AWWA for Granular Activated Carbon. An affidavit of compliance should accompany the bid submittal indicating compliance to ANSI/NSF Standard 61 for Drinking Water Components and the requirements of the ANSI/AWWA Standard B-604-12. The bid submittal should include a certificate of analysis.

Bid Submittal:

1. Each Bidder shall submit upon request with no charge to the city, 2 cu ft of the proposed granular activated carbon and a laboratory analysis of this project. The required sample media may be used to pilot test the carbon. The sample analysis shall contain the following:

Moisture Content
Apparent Density
Particle Size Distribution and Effective Size and Uniformity Coefficient
Iodine Number
Molasses Number
Abrasion Number (Ro-Tap)
Ash Content
2. Each Bidder should 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. Each Bidder should submit with the bid submittal 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. Two filters must remain in service and operational at all times. The manufacturer's/seller's representative shall coordinate all operations with the water treatment plant Chief Operator/Operator V.

4. Submittals of applicable data shall be bound neatly in a single package. The following information shall be included as a minimum.
- A. Manufacturer's/Bidder's name, location of carbon source and facility location. (see form A)
 - B. Documentation of manufacturing facilities ISO 9001 certification.
 - C. An affidavit of compliance stating the GAC supplied meets all physical and performance requirements in accordance with this specification and with the applicable provision of ANSI/AWWA B604-12 and ANSI/NSF Standard 61.
 - D. Hydraulic characteristics of the GAC including head-losses over the specified filtering and backwash flow rates
 - E. Disposition of spent carbon, including ownership, reuse and disposal.
 - F. Start-up and routine GAC quality analysis, initial analyses will include at a minimum but not limited to:
 - Iodine Number (mg/g)
 - Total Ash Content (%)
 - Apparent density (g/ml)
 - Particle size distribution
 - Effective size (mm)
 - Uniformity coefficient
 - Abrasion resistance number
 - G. Manufacturer's/Bidders specific reactivation criteria.
 - H. Backwashing requirements and maintenance recommendations.
 - I. Sampling monitoring techniques and methodologies.
 - J. A list of at least three current, domestic installations of virgin GAC with contact names, phone numbers and initial year of operation shall be supplied (see TMF form).
 - K. Submittals which do not have all of the information required for evaluation will be returned without benefit of review and comment.

Method of Payment:

Granular Activated Carbon shall be delivered in bulk. Payment for deliveries shall be calculated based on volume after backwash.

Quality:

1. The carbon supplier shall be the manufacturer and in complete control over the manufacturing process.
2. 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.
3. All GAC supplied initially and in future replacements shall be virgin 8x30 lignite or bituminous carbon of domestic (USA) origin. Regenerated or reactivated carbon and sub-bituminous grades of carbon are not acceptable.
4. Manufacturing facilities shall be ISO certified. The GAC shall be manufactured by a producer certified for ISO 9001:2000 quality standards and at the specific plant or site holding such certification. A copy of the valid ISO 9001:2000 certificate must be submitted with the bid. ISO 9001:2000 certification assures the GAC of consistent conformance to state product quality and standards listed in these specifications. It is understood that ANSI/NSF assures the GAC against toxicological hazards only.
5. The GAC must be an agglomerated bituminous 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.
6. The GAC shall be capable of removing turbidity, color, taste, odors and other organic contamination from water previously pretreated by conventional water treatment processes.
7. The bidder must supply data showing successful application of the GAC in municipal water plants, including turbidity and organic contamination, and shall be submitted with the bid.
8. The bidder shall indicate the source of the coal, carbon manufacturing location, agglomeration/thermal process, and capacity of the manufacturing facility. The bidder shall indicate the above information on Form A. All information requested shall be provided. Failure to comply with this requirement will deem the bid non-responsive and the bid will be rejected. The Midwest City Municipal Authority reserves the right to inspect the GAC manufacturing and thermal processing facility.
9. The GAC shall have the physical properties noted on Form B. Bidder shall indicate that the product offered meets or exceeds all specified constituents on Form B. All information requested shall be provided. Failure to comply with this requirement will deem the bid non-responsive and the bid will be rejected.

Bituminous:

1. The moisture content at the time of receipt shall not exceed 2% by weight.
2. 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.
3. Particle size shall be 8x30
#8 15% maximum
#30 4% maximum
4. Uniformity coefficient shall not be greater than 2.1 after backwashing and draining in the filter.
5. Abrasion number shall be a minimum of 78 (only Ro-Tap abrasion test will be accepted).
6. The iodine number shall be a minimum of 900.
7. The molasses number shall be a minimum of 210.
8. The apparent density dry shall be a minimum of 0.56 g/ml.
9. The effective size shall be 0.8-1.0.
10. The ash weight shall be a maximum 10%.
11. 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

1. Moisture content at the time of receipt shall not exceed 8% by weight.
2. Carbon shall be virgin material. Petroleum based GAC will not be accepted.
3. The material shall be free of foreign material such as clay and dust.
4. Particle size shall be 8x30
#8 5% maximum
#30 5% maximum

5. Uniformity coefficient shall not be greater than 2.1 after backwashing and draining in the filter.
6. Abrasion number shall be a minimum of 70. (only Ro-Tap abrasion test will be accepted).
7. The iodine number shall be a minimum of 500.
8. The effective size shall be 0.7-0.9.
9. Apparent density dry, shall be 0.38 g/ml.
10. 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 at seller's expense.

QUANTITIES.

The total filter area for each filter is 960 square ft. Each filter will have 30 inches of GAC, for a total of 2400 cubic foot of GAC.

Total filter area to be used per year. (9600 cubic foot of GAC)

Point of Delivery:

Delivery is to be made to the following locations. Midwest City Water Treatment Plant at 10701 Water Plant Road, Midwest City, OK 73130.

Method of Delivery:

1. Unloading and placing the carbon into the filter beds shall be the responsibility of the supplier.
2. GAC shall be delivered by bulk trailers. Bulk shipments shall be in clean cars or trucks with tight closures to avoid loss and contamination of the material in transit. The interior of the trucks shall be clean and free from dirt, corrosion, scale and other sources of contamination.
3. 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.

4. Transport of the GAC shall be directly from the manufacturing plant to the point of delivery.
5. One operator from the plant will be available to backwash media level after the installation of each load.
6. The supplier shall furnish to the Authority 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.

All shipments shall be accompanied by the following:

1. Bill of Lading
2. Safety Data Sheet
3. Certificate of Analysis (COA) which must include the following information:
 - A. Particle Size Distribution (effective size and uniformity coefficient)
 - B. Moisture Density
 - C. Apparent Density
 - D. Iodine Number
 - E. Abrasion Number
 - F. Molasses Number
 - G. Ash content
4. Weight master's Certificate of Weight and Measure. The Authority will make payment only on weights taken at certified scales.

Carbon Exchange Procedures:

1. The GAC exchange installation shall be under the direct supervision of the GAC manufacturer'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 resumes of all full-time, permanent supervisors under the direct employment of bidder that will supervise carbon exchanges during the life of this contract. Resumes shall include their qualifications, years of experience and location.
3. The Authority will, throughout the life of the contract, have the right to reasonable rejection and approval of staff. The manufacturer's contractor must provide satisfactory replacement staff in a timely manner and at no additional cost to the Authority. The day-to-day supervision and control of employees is the sole responsibility of the manufactures.

4. The virgin GAC shall be transported, delivered and placed in a careful manner to prevent the dispersal of dust, dirt or deleterious material and to prevent physical damage to the particles.
5. After delivery to the site the Midwest City Municipal Authority will take random test samples of each media and have sieve analyses performed on each sample by a laboratory selected by the Midwest City Municipal Authority. Additional tests will be performed on the GAC including, but not limited to, iodine, ash, contact pH and apparent density. Failure of the samples to meet any of the above specifications shall be cause for rejection, and the contractor shall remove such media from the site and provide media that meets all specifications at no additional cost to the Midwest City Municipal Authority. No plus tolerances shall be allowed on any uniformity.
6. All carbon removal and installation shall be completed hydraulically using the education method. The manufacturer's contractor shall provide all required equipment for this operation.
7. The bidder shall be responsible for all site preparations and restoration to the Midwest City Municipal Authority satisfaction at the contractor's sole expense.
8. If GAC once installed does not perform to this specification removal of standard GAC is at seller's expense.
9. The bidder shall submit a detailed written description of the company's carbon exchange and filter media installation procedures. Failure to comply with this requirement will deem the bid non-responsive and the bid will be rejected.

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 Chief Operator/Operator V of the water treatment plant. The following activities may be required:

1. Remove carbon and other foreign material from exposed surfaces.
2. Prevent the discharge of carbon into storm drains.
3. Broom clean exterior paved driveways and parking areas.
4. Repair, patch and touch up marred surfaces

Bid Items:

Bid prices shall be based on the quantities shown in Form A, *Delivery and Pricing*, of this IFB. Prices shall include delivery, installation and removal charges.

The manufacturer shall provide a letter stating the manufacturer's commitment to supply GAC to the Water Treatment Plant.

All charges anticipated by the bidder to meet these specifications must be included. No additional charges will be allowed.

Security:

1. Before the truck leaves the terminal, the supplier shall notify the appropriate plant that the delivery is in route. The supplier shall provide the name of the driver making the delivery. The Midwest City Municipal Authority personnel will match the driver's photo ID when he arrives at the plant.
2. All trucks shall be sealed with a security tag, and the serial number on the security tag shall be faxed to the appropriate plant after the truck has been loaded and ready for shipping.
3. The tractor, tanker and/or trailer number shall be faxed to the appropriate plant.
4. The bill of lading that accompanies the shipment shall contain all the same information as the security form along with the serial numbers and tractor/tanker numbers.
5. Discrepancies in any of the procedures could result in the load being refused and will result in the delay in the unloading of chemicals until discrepancies are satisfactorily resolved.

Time of Delivery:

Deliveries shall be within (30) calendar days after receipt of orders at such intervals as required by the Chief Operator. Delivery shall be made between the hours of 7:00 a.m. and 3:30 p.m. Deliveries will not be accepted on City recognized holidays. A list of the holidays is available upon request.

Granular Activated Carbon
Form A – Product Source/Manufacture Information

Vendor Name: _____

Source of Coal	
Carbon Manufacturing Location	
Agglomeration/Direct or Chemical Activation process	
Manufacturing Capacity	
Reactivation Facility Location	

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 the Authority terminating your contract or canceling the Purchase Order.

2. Pricing

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

	Description	Quantity*	Cost \$/ft³	Cost/Filter	Extended Cost
<u>1</u>	Virgin GAC Bituminous 8x30 (Delivered and placed in filter)	9600 ft ³			
<u>2</u>	GAC Lignite 8x30 (Delivered and placed in filter)	9600 ft ³			

Midwest City Municipal Authority
Granular Activated Carbon
Form B - Physical Properties

Vendor Name:

Property	Specified Lignite	Proposed Lignite	Specified Bituminous	Proposed Bituminous
Iodine # (mg/g) minimum	500		900	
Volume Iodine (mg/cc)	250		490	
Moisture, weight %, maximum	8%		2%	
Molasses # Minimum	85		210	
Apparent density (g/ml), minimum	0.38		0.56	
Abrasion #'s (ASTM), minimum	70		78	
Effective size Mm	0.7-0.9		0.8 - 1.0	
Uniformity coefficient, maximum	2.1		2.1	
Ash, weight % Maximum	n/a		10	
Screen size US sieve	8 x 30		8 x 30	
Percent Passing No. 8 maximum	5%		15%	
Percent Passing No. 20 maximum	5%		4%	
Contact Time, minimum	n/a		7	
Hardness, minimum	n/a		90	
Trace Capacity Number Minimum	n/a		9	

Granular Activated Carbon

Company: _____

Contact: _____

Address: _____

City, State & Zip: _____

Phone: _____

Email Address: _____

SPECIFICATIONS
FOR
ONE TON LIQUID CHLORINE CYLINDERS

GENERAL

The purpose of these specifications is to qualify the purchase of water treatment liquid chlorine for the Midwest City Municipal Authority (Authority).

The liquid chlorine covered by these specifications must conform to the ANSI/AWWA B301-92 standards and specifications.

This contract shall be for a period of one year, beginning **August 1, 2025**, and ending **July 31, 2026**, allowing for annual renewal with no changes and when agreeable with both parties. Cancellation of the contract will require 30 days written notice and may be initiated by either party.

CHLORINE CYLINDERS-DRUM DEPOSITS-DEMURRAGE CHARGE

Empty chlorine cylinders shall be returnable at the expense of the vendor and shall be free of any deposit or rental charges. Empty chlorine cylinders and containers will not incur a demurrage charge that is assessed monthly for **90 days** after delivery of full containers.

DELIVERY

It is the intent and purpose of these specifications and bid documents that the liquid chlorine shall be provided, delivered, and unloaded at the Midwest City Water Treatment Plant as described by the American Water Works Association's standards. All liquid chlorine shall be delivered within (5) calendar days of purchase request in good condition, and the operation of the Midwest City Water Treatment Plant shall not be hampered in any way for lack of materials.

The bidder shall advise, in writing, of verified delivery dates of all ordered items and immediate notification shall be made of any changes in said delivery date.

The liquid chlorine 1-ton cylinders shall be delivered to the Water Treatment plant's chemical storage area at 10701 Water Plant Road, Midwest City, OK. 73130. Delivery shall be made in a vehicle in which the 1-ton cylinders of liquid chlorine can be safely offloaded with a 2-ton hoist that has the ability of lifting the bottom of the cylinder five and one-half (5 ½) feet off the ground.

Failure to deliver in the specified manner at the Water Treatment Plant shall result in the refusal of that shipment of liquid chlorine.

PICKUP OF CHLORINE CYLINDERS OR CONTAINERS

Cylinders or containers shall be inspected before leaving the Water Treatment Plant. Any defects upon inspection by the vendor's agent will be in writing before transported and any cost, due to damage incurred during shipment will not be the responsibility of the Authority. Containers with damaged valves that cannot be safely opened will be picked up and credited free of charge for full cylinders or containers.

RIGHT OF AUTHORITY

The Authority reserves the right to reject any or all bids.

This contract may be renewed on a yearly basis, not to exceed (5) five years, on the same terms and conditions if agreed upon by both parties.

LIQUID CHLORINE

PRICE PER TON \$ _____

Company: _____

Contact: _____

Address: _____

City, State & Zip: _____

Phone: _____

Email Address: _____

SPECIFICATIONS
FOR
WATER TREATMENT COAGULATION POLYMER

GENERAL

The purpose of these specifications is to qualify the purchase of water treatment liquid polymer coagulant for the Midwest City Municipal Authority (Authority).

This contract shall be for a period of one year, beginning **August 1, 2025**, and ending **July 31, 2026**, allowing for annual renewal with no changes and when agreeable with both parties. Cancellation of the contract will require 30 days written notice and may be initiated by either party.

GENERAL REQUIREMENTS

The product covered by these specifications is a water treatment liquid polymer coagulant that will be used in the coagulation/flocculation/sedimentation processes to produce potable water for domestic use. The successful bidder must provide a selection of dmdac and polyamine-based polymers which will be used in the coagulation process

The polymer shall be registered and approved by the Oklahoma Department of Environmental Quality (Health Department), and National Sanitation Foundation, and accepted for use in potable water treatment. A letter of certification from all agencies shall be required at the time the bid is submitted.

The polymer must be fed neat from containers **supplied by the successful bidder** directly into process stream (no mixing or diluting) and be biodegradable.

The successful bidder must be a qualified service representative, been employed with the company for a minimum of two (2) years, is well versed and knowledgeable in the mechanics of raw water clarification and obtains thorough knowledge of plant operations and equipment capabilities. The representative shall be required to provide an on-site service monthly and be readily available to render technical assistance upon request as the need arises.

SUITABILITY

The proposed polymer or polymerized material shall meet the requirements as outlined in the following material specification:

1. Must be compatible with present treatment program
2. Must give rapid information of floc and demonstrate an improved settling rate
3. Must have little or no effect on pH or alkalinity

4. Must exhibit superior qualities of clarification and the removal of organics
5. Must perform equally as well in cold water temperatures as in warm and in daylight hours as well as night time hours
6. Actual dosage must equal 8-14 ppm or lower, meet these specifications and remain cost-effective to the Authority
7. Must exhibit a reduction in plant operating costs or equal plant operating costs with compromise of the quality of water produced
8. Turbidity applied to filters from treatment program must be equal to or below 2.0 nephelometric turbidity units, (not jar test, but actual in-plant treatment)

BENCH STUDY

A bench study of the proposed polymer shall be performed by bidders at the Midwest City Water Treatment Plant. To make arrangements to conduct the bench study, contact Mark Roberts, Chief Operator or Gregg Wingfield, Laboratory Technician, at (405) 739-1383. Advanced coordination is required to ensure the availability of space and plant personnel assistance. The jar test analytical method, performed in an ice bath, shall be used for the determination of the bench study results. As a minimum, during the bench study, the bidder shall comply with the following:

1. Identify optimum chemical treatment program with recommended polymer dosage
2. Recommend optimum feed location for polymer after obtaining a thorough knowledge of plant operations and equipment capabilities
3. Identify, in a preliminary report, cost savings available or equal operating costs with the recommended polymer program
4. Each bidder will leave a 100 milliliter sample of his polymer for the Laboratory Technician and Chief Operator to use in comparison jar tests
5. At the conclusion of the bench study, but no longer than two (2) working days after, conduct a meeting with plant personnel and Authority staff to present findings and recommendations. Approval of proposed program by Authority staff will be based upon bench study results and laboratory testing results.

BIDDER REQUIREMENTS

The bidder will be required to:

1. Optimize polymer treatment program
2. Determine optimum chemical feed point

- ## DELIVERY

The storage containers (supplied by bidder) must be of a physical size to be acceptable to the plant's limited usable space and chemical building entry dimensions, (i.e. 1,000 gallon containers). The containers must be plumbed with valves to off-load and to the polymer feed pump. The storage containers must have gallon or liter scales on the sides readable to the nearest ten, (i.e. ten gallon or liter increments). The City reserves the right to purchase the tanks at the end of the contract for the amount specified in the bid.

LIQUID POLYMER COAGULANT PRICING

PRICES PER LESS THAN 15,180 LBS \$ PER POUND

Company: _____

Contact: _____

Address: _____

City, State & Zip: _____

Phone: _____

Email Address: _____

PURCHASE AGREEMENT

between

And

MIDWEST CITY MUNICIPAL AUTHORITY

THIS Purchase Agreement (hereinafter referred to as “**Agreement**”) is entered into by and among the **Midwest City Municipal Authority**, a public trust created pursuant to Oklahoma State Law for the benefit of Midwest City (hereinafter referred to as “**Midwest City**”) and _____, a corporation, registered to do business in the State of Oklahoma (hereinafter referred to as “_____”) (**Midwest City** and _____ being collectively referred to herein as “**Parties**”) and is effective upon the date of execution by the last party hereto.

WITNESSETH:

WHEREAS, Midwest City is in need to purchase the following goods for its operations: _____, (hereinafter referred to as “**Goods**”); and

WHEREAS, Midwest City solicited bids from vendors for the purchase of the **Goods**; and

WHEREAS, Midwest City published the request for bids from vendors for the purchase of the **Goods**; and

WHEREAS, _____ submitted a bid, based on the solicitation published by **Midwest City**; and

WHEREAS, Midwest City and _____ desire to enter into an **Agreement** for the purchase of the **Goods**; and

NOW THEREFORE, MIDWEST CITY, and _____ agree as follows:

1. AGREEMENT

A. _____ agrees to sell the **Goods** listed in “**Attachment A**” to **Midwest City**.

B. The prices for the **Goods** that are to be purchased are listed in “**Attachment A**”.

C. The prices established in “**Attachment A**” shall remain fixed and shall not change for the term of this **Agreement**.

2. TERM

A. The initial term of the **Agreement** is shall commence on 12:00 am Central Daylight Time on July 1, 202_ and ending at 11:59 p.m. Central Daylight Time on June 30, 202__.

PURCHASE AGREEMENT

between

And

MIDWEST CITY MUNICIPAL AUTHORITY

B. The **Parties** agree that at the end of the initial term, this **Agreement** may be extended for an additional one-year term, by agreement of the **Parties**, in writing, signed by all **Parties**. If such an agreement is not signed by the **Parties**, the term will not be extended, the **Agreement** will expire at the end of the term then in effect, and no additional extensions will be accomplished by way of this provision.

C. This **Agreement** is also subject to termination of this **Agreement** and as set forth herein.

3. Payment

Midwest City shall issue a Purchase Order for the purchase of the **Goods** from _____. Upon issuance and receipt of the Purchase Order _____ shall deliver the **Goods** to Midwest City. Upon receipt of the goods Midwest City shall transmit payment to _____ electronically, within forty-five (45) days of the delivery of the **Goods**.

4. DELIVERY

A. _____ shall deliver the **Goods** to Midwest City at:

(address for delivery of the **Goods**)

(City, State, Zip Code)

B. Midwest City inspect the **Goods** upon receipt to ensure quality and quantity.

C. _____ shall guarantee the **Goods** delivered shall not be damaged and in working order.

5. TERMINATION.

A. This **Agreement** may be terminated by either party for any reason or for no reason upon thirty (30) days written notice to the other party.

B. This **Agreement** may be terminated by any party for cause upon the passage of thirty (30) days, subsequent to the mailing of notice stating the cause and the requested cure, where cause has failed to be cured.

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7. OKLAHOMA GOVERNMENTAL TORT CLAIMS ACT.

Midwest City is a governmental subdivisions of the State of Oklahoma and subject to the Oklahoma Governmental Tort Claims Act at Title 51 of the Oklahoma Statutes, § 151 *et seq.* Any action brought by either Party or by any third-party against **Midwest City** based on the **Parties** entering into this agreement shall comply with the requirements and procedures set forth in the Oklahoma Governmental Tort Claims Act.

8. NOTICES

A. Notices and other communications to the **Midwest City** pursuant to the provisions hereof will be sufficient if sent by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

Midwest City Municipal Authority, Secretary for the Authority
100 N. Midwest Boulevard
Midwest City, OK 73110

AND

Midwest City Municipal Authority,
c/o City of Midwest City Public Works Authority
Attention: Director of Public Works
100 N. Midwest Boulevard
Midwest City, OK 73110

B. Notices or other communications to _____ pursuant to the provisions hereof will be sufficient if by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

_____,

AND

_____,

PURCHASE AGREEMENT

between

And

MIDWEST CITY MUNICIPAL AUTHORITY

C. Any party hereto may change the address or addressee for the giving of notice to it by thirty (30) days prior written notice to the other parties hereto as provided herein. Unless otherwise specified in this **Agreement**, notice will be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to this paragraph.

9. ABIDES BY LAW

The _____ must abide by the conditions of this **Agreement**, the ordinances of **Midwest City**, and all laws and regulations of the State of Oklahoma and the United States of America (“Laws”).

10. LIMITATION

The **Agreement** consideration provided herein does not include or limit any remuneration or reimbursement for any loss, expense, or damages, if any, which may be caused by _____ or incurred by the **Midwest City** hereunder or under any insurance or indemnification provision herein.

11. ASSIGNMENT

_____ may not assign this **Agreement** to any entity or third party without the written consent of the **Midwest City**.

12. COMPLETE AGREEMENT

This is the complete agreement between the **Parties** and no additions, amendments, alterations, or changes in this **Agreement** shall be effective unless reduced to writing and signed by all **Parties** hereto. Additionally, no statements, discussions, or negotiations shall be deemed or interpreted to be included in this **Agreement**, unless specifically and expressly provided herein.

13. TIME OF ESSENCE

For the purposes of this **Agreement**, time shall be deemed to be of the essence.

PURCHASE AGREEMENT

between

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14. MULTIPLE ORIGINALS

This **Agreement** may be executed in multiple counterparts, each of which shall be deemed an original.

15. ANTI-COLLUSION

_____ agrees that it has not been and shall not be a party to any collusion with any of their officials, trustees, or employees of the **Midwest City** as to the terms or conditions of this **Agreement**, and has not and will not exchange, give or donate money or other things of value for special consideration to any officials, trustees, or employees of the **Midwest City**, either directly or indirectly, in procuring and execution of this **Agreement**.

16. WARRANTY

_____ warrants that the **Goods** provided under this **Agreement** shall be sold and delivered consistent with generally prevailing professional standards and expertise. _____ shall maintain during the course of this **Agreement** said standard of care, expertise, skill, diligence and professional competency for any and all **Goods**.

17. BREACH AND DEFAULT

A. A breach of any provision of this **Agreement** shall act as a breach of the entire **Agreement** unless said breach is expressly waived in writing by all other parties hereto. Failure to enforce or timely pursue any breach shall not be deemed a waiver of that breach or any subsequent breach. No waiver of any breach by any party hereto of any terms, covenants, or conditions herein contained shall be deemed a waiver of any subsequent breach of the same, similar, or different nature.

B. Further, except as otherwise specifically and expressly provided and any other paragraph hereto, should any party hereto fail to perform, keep or observe any of the terms, covenants, or conditions herein contained, this **Agreement** may be terminated by any party not in default thirty (30) days after receipt of written notice and opportunity to cure, less and except as such lesser time is provided in this **Agreement**. Provided however, any breach by _____ which interferes with the operations

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between

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of **Midwest City** must be cured immediately; and **Midwest City** reserves the right to immediately terminate this **Agreement** if _____ fails to cure any such breach.

C. Should **Midwest City** breach this **Agreement**, _____ may only recover that proportion of the any **Goods** sold. _____ may not collect or recover any other or additional damages, losses, or expenses.

18. ENVIRONMENTAL

A. _____ shall not permit any chemical substance or hazardous material to be delivered with the **Goods** purchased by **Midwest City**. _____ shall notify the **Midwest City** of the presence, even if temporary, of any chemical substance or hazardous material delivered by its officers, representatives, agents, employees, contractors, or invitees, prisoners or hold prisoners.

B. If _____ breaches the obligations stated in the preceding paragraph, or if the presence of the chemical substance or hazardous material brought to **Midwest City** by _____ or its contractors, employees, agents, that results in contamination of the water supply of **Midwest City**, or if contamination by the chemical substance or hazardous material otherwise occurs for which _____ is legally liable, _____ shall indemnify, defend and hold **Midwest City** and their officers, trustees, representatives, contractors, agents and employees harmless from any and all injuries, deaths, property damage, claims, judgments, damages, penalties, fines, costs, liabilities, losses, diminution in value, damages for the loss or restriction on use, sums paid in settlement of claims, and attorneys', consultants' and expert fees (collectively, "Environmental Claims") which arise during or after any term of this **Agreement** hereof as a result of such contamination.

C. This indemnification of **Midwest City** by _____ also includes, without limitation, costs and expenses incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work required by **Midwest City** or any federal, state or local government agency or political subdivision because of any chemical substance or hazardous material present in the soil or ground water caused by _____.

D. Without limiting the foregoing, if the presence of any chemical substance or hazardous material brought to **Midwest City** by _____, its employees, agents, contractors results in

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any contamination of the water supply of **Midwest City**, _____ shall promptly take all actions at its sole expense as are necessary to return the water supply of **Midwest City** to the condition existing prior to the introduction of any such chemical substance or hazardous material. The foregoing indemnity shall survive the expiration or earlier termination of this **Agreement**.

E. As used herein, the term “chemical substance” shall mean a substance obtained by a chemical process or used for producing a chemical effect, including but not limited to pesticides, herbicides and fertilizers, and the term “hazardous material” means any hazardous or toxic substance, material or waste, including but not limited to those substances, materials and wastes listed by the Environmental Protection Agency as hazardous substances, or such substances, materials and wastes that are or become regulated under any applicable local, state or federal law.

19. INSPECTION

Midwest City shall have the right to inspect any and all **Goods** from _____ pursuant to the terms of this **Agreement** prior to accepting delivery of the **Goods**.

20. THIRD PARTY BENEFICIARIES

All parties expressly agree that no third-party beneficiaries, expressly or implicitly, are intended to be or shall be created or acknowledged by this **Agreement**. This **Agreement** is solely for the benefit of the _____ and **Midwest City**, and none of the provisions hereof are intended to benefit any third parties.

21. VENUE AND CHOICE OF LAW

All **Parties** hereto expressly agree that the venue of any litigation relating to or involving this **Agreement** and/or the rights, obligations, duties and covenants therein shall be in the appropriate court (state or federal) located in Oklahoma County, Oklahoma. All **Parties** agree that this **Agreement** shall be interpreted and enforced in accordance with Oklahoma law and all rights of the parties shall be determined in accordance with Oklahoma law.

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between

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22. MISCELLANEOUS

A. **Midwest City** retains the right to contract for the **Goods** listed in this **Agreement** from more than one vendor. This **Agreement** does not create any exclusivity between _____ and **Midwest City** for the purchase of the **Goods**.

B. The execution of this **Agreement** does not guarantee to purchase of any **Goods** by **Midwest City** from _____.

23. AMENDMENTS

Any amendments to this **Agreement** must be in writing, signed and approved by the **Parties**.

24. EFFECTIVE DATE

The Effective Date of this **Agreement** is the date approved by **Midwest City** as the last party hereto.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

PURCHASE AGREEMENT

between

And

MIDWEST CITY MUNICIPAL AUTHORITY

APPROVED and **SIGNED** by _____, a properly authorized
representatives to execute this **Agreement** on the dates set forth below.

Service Provider: _____ (Name of Provider)

By: _____

Name: _____

Title: _____

Date: _____

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]

PURCHASE AGREEMENT

between

And

MIDWEST CITY MUNICIPAL AUTHORITY

APPROVED by the General Manager for **Midwest City Municipal Authority** this _____ day
of _____, 202____.

THE CITY OF MIDWEST CITY

TIM LYON
GENERAL MANAGER

SARA HANCOCK, CITY CLERK

REVIEWED for form and legality.

DONALD D. MAISCH, CITY ATTORNEY