

**CITY OF DEL CITY AND/OR  
DEL CITY MUNICIPAL SERVICES AUTHORITY (DCMSA)**

***REQUEST FOR PROPOSAL***

**Mail proposals to:**

FINANCE DEPARTMENT  
PURCHASING DIVISION  
3701 SE 15<sup>th</sup> ST, DEL CITY, OK 73115

<b>Proposal for:</b>	<b>RFP 2605</b>	<b>CARBON FILTER MEDIA</b>
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**Due / Opening Date:**                      **APRIL 16, 2025**                      **Time:**                      **10:00 AM**

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

Mailing Address: \_\_\_\_\_

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

Area Code, Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ FEI#: \_\_\_\_\_

E-mail Address: \_\_\_\_\_ Website: \_\_\_\_\_

The City of Del City (“City”) and/or Del City Municipal Services Authority (“DCMSA”) is requesting Proposals for the attached specified products and/or services. The following document contains the terms and conditions which constitute the contract for the specified product and or service, including the minimum specifications. The contract will be awarded to the lowest and best bidder, as determined by the City of Del City and/or Del City municipal Services Authority. Submit all documents requested to the PURCHASING DIVISION at the above address. Place of opening Municipal Building 3701 SE 15<sup>th</sup> St, Del City, OK.

**PLEASE RETURN ENTIRE RFP PACKET**

# NONCOLLUSION AFFIDAVIT

## PROPOSAL INVALID IF AFFIDAVIT NOT SIGNED AND NOTARIZED

State of \_\_\_\_\_

County of \_\_\_\_\_

I \_\_\_\_\_ of lawful age, being first duly sworn, on oath says that:

1. (s)he is the duly authorized agent of \_\_\_\_\_ the Bidder/Contractor ("Contractor") submitting the proposal which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among contractors and between contractor and city 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 proposal to which this statement is attached; 2. (s)he is fully aware of the facts and circumstances surrounding the making of the proposal and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such proposals; and 3. Neither the contractor nor anyone subject to the contractor's direction or control has been a party; a. to any collusion among contractors in restraint of freedom of competition by agreement to proposal at a fixed rate or to refrain from proposing, b. to any collusion with any city 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 contractors and any city official concerning exchange of money or other thing of value for special consideration in the letting of a contract, d. to paying, giving or donating or agreeing to pay, give or donate to any officer or employee of the City of Del City and/or the Del City Municipal Services Authority, any money or other thing of value, either directly, in procuring the contract to which his/her statement is attached.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Subscribed

& sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Notary Public \_\_\_\_\_ My commission expires \_\_\_\_\_

# **PROPOSAL/CONTRACT**

## **TERMS AND CONDITIONS**

1. **PROPOSAL:** Proposals must be submitted by the Bidder/Contractor ("Contractor") on and in accordance with the PROPOSAL/CONTRACT. All sheets bid on and this form must be executed and submitted in a sealed envelope. DO NOT INCLUDE MORE THAN ONE PROPOSAL PER ENVELOPE. The face of the envelope shall contain the City's address, the date and time of the bid opening and the contract number. Proposals not submitted on attached bid form shall be rejected. All Proposals are subject to the conditions specified herein. Proposals that do not comply with said conditions specified herein are subject to rejection. Proposals will be considered only on first quality products.
2. **PROPOSAL ACCEPTANCE PERIOD:** Proposals received after the opening date and time will not be considered.
3. **EXECUTION OF PROPOSAL:** Proposal must contain an original signature of authorized representative in the spaces provided. Proposal must be typed or printed in ink. Use of erasable ink and penciled proposals will not be accepted. ANY AND ALL CORRECTIONS MADE BY PROPOSER TO HIS/HER PROPOSAL MUST BE INITIALED.
4. **NO PROPOSAL:** If not submitting a proposal, respond by returning page 1, Request for Proposal, marking it "NO PROPOSAL", Failure to respond three (3) times in succession without justification shall be cause for removal of the vendor's name from the proposal mailing list. NOTE: To qualify as a respondent, proposal must submit a "NO PROPOSAL" and it must be received no later than the stated proposal opening date and time.
5. **OPENING:** Proposals will be opened by the Purchasing Officer and distributed to the requesting department for review and recommendation for award and submitted to the City Council for award. It is the contractor's responsibility to assure that his/her proposal is delivered at the proper time, date and place as specified in the documents. Proposals, which for any reason are not so delivered, will not be considered. NOTE: Proposal files may be examined during normal working hours by appointment. PROPOSAL TABULATIONS WILL NOT BE PROVIDED BY TELEPHONE OR MAIL. TABULATIONS MAY BE OBTAINED BY VISITING [www.DemandStar.com](http://www.DemandStar.com) ON THE INTERNET OR AT OUR WEBSITE [www.cityofdelcity.com](http://www.cityofdelcity.com).
6. **PRICES, TERMS AND PAYMENT:** Firm prices shall be bid F.O.B. requesting agency and include packing, handling and shipping charges fully prepaid by the vendor.
  - A. **PROPOSAL PRICE/MISTAKES:** The proposal shall show in the proposal both the unit price and the total amount on items when indicated. In the event of discrepancy between the unit price and the extension, THE UNIT PRICE SHALL PREVAIL. Prices shall be extended in decimals.
  - B. **INVOICING AND PAYMENT:** The vendor shall be paid upon submission of proper certified invoices to the ordering agency at the prices stipulated on the contract. Invoices shall contain the purchase order number. THE VENDOR SHALL ACCEPT NO ORDER WITHOUT A PURCHASE ORDER NUMBER FROM THE CONTRACTING ENTITY.
  - C. **TAXES:** The purchase of certain items by the City/DCMSA are exempt from the payment of excise, transportation and sales tax imposed by the Federal, State and/or City governments. Such taxes must not be included in proposal prices. Upon request, applicable Federal Excise Exemption certificates will be furnished.
7. **CONDITION AND PRICING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid). All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.
8. **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items or fabricated assemblies shall comply with applicable requirements of occupational Safety and Health Act and any standards thereunder.
9. **MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS:** Unless qualified by the provision "NO SUBSTITUTE" any manufacturers' names, trade name, brand names, information and/or catalogue numbers listed in a specification are for information and not intended to limit competition. The Contractor may offer any brand for which (s)he is an authorized representative, which meets or exceeds the specification for any item(s). If proposals are based on equivalent products, indicate in the proposal form the manufacturers' name and number. Contractor shall submit with his/her proposal, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous proposal will not satisfy this provision. The Contractor shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto.

Proposals, which do not comply with these requirements, are subject to rejection. Proposals lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specification as listed on the bid form.

10. AWARDS: The City reserves the right to make award(s) by individual item, group of items, all or none, or any combination thereof; on a geographical basis and/or on a statewide basis with one (1) or more suppliers; to reject any and all proposals or waive any minor irregularity or technicality in proposals received. Contractors are cautioned to make no assumptions unless their proposal has been evaluated as being responsive. The City reserves the right to delete any item from this contract when deemed to be in the best interest of the City.

11. SERVICE AND WARRANTY: Unless otherwise specified, the Contractor shall define any warranty service and replacements that will be provided during and subsequent to this contract. Contractors must explain on an attached sheet to what extent warranty and service facilities are provided.

12. SAMPLES: Samples of items, when called for, must be furnished free of expense. Each individual sample must be labeled with contractor's name, manufacturers' brand name and number, contract number and item reference, or as specified in the attached special conditions.

13. NONCONFORMANCE TO CONTRACT CONDITIONS: Items may be tested for compliance with specifications by appropriate testing laboratories. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Oklahoma Statutes. Items delivered not conforming to specifications may be rejected. Any violation of these stipulations may result in supplier's name being removed from the City and or DCMSA vendor list.

A. TESTING: In cases when material fails to meet specifications the cost of testing shall be borne to the vendor, both on samples and delivered materials.

14. INSPECTION, ACCEPTANCE AND TITLE: Inspection and acceptance will be at destination unless otherwise provided. DESTINATION: Shall mean delivered to the receiving dock, agency stockroom, or other point specified in the purchase order. The City accepts no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency, unless loss or damage results from negligence by the ordering agency. The contract supplier shall be responsible for filing, processing and collecting all damage claims. However to assist in the expeditious handling of damage claims, the ordering agency will:

a) Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.

b) Report damage (visible and concealed), in writing, to the carrier and contract supplier, within fifteen (15) days of delivery.

c) Retain the item and its shipping container including inner packaging material, until inspection is performed by the carrier, and disposition given by the contract supplier.

d) Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.

15. PATENTS AND ROYALTIES: The contractor, without exception, shall indemnify and save harmless the City/DCMSA and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract including its use by the City/DCMSA. If the Contractor uses any design, device or materials covered by letters, patent copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

16. PRICE ADJUSTMENTS: Manufacturers' price increases, or other increases in the cost of doing business may not be passed on to the City/DCMSA unless so specified in the Request for Proposal, nor may the vendor withdraw or cancel the contract, or any part of the contract for these reasons. Vendors may cancel contract only if a vendor cancellation clause is included as a part of the Request for Proposal and then only if the vendor in accordance with the terms has fulfilled the contractual obligation stated in the Request for Proposal. Any price decrease effectuated during the contract period by reason of market change shall be passed on to the City.

17. LIABILITY: The supplier shall hold and save the City/DCMSA, its officers, agents and employees harmless against the claims by third parties resulting from the supplier's breach of this contract or the supplier's negligence.

18. FACILITIES: The City/DCMSA reserves the right to inspect the contractor's facilities at any time with prior notice.

19. THE SUCCESSFUL CONTRACOR (S) MUST PROVIDE: Only the pertinent information or items you are bidding. Complete catalogues are not necessary - but, if furnished, you are to identify exact location in catalogue and circle or identify clearly item(s) being bid.

20. IN-STATE PREFERENCE: An in-state preference not to exceed a five percent (5%) differential may be allowed for supplies, materials and provisions produced, manufactured or grown in his State, 74 O.S. 85.32. If you wish to claim this preferential, place an asterisk (\*) by each item so claimed and identify whether it is produced, grown or manufactured in Oklahoma. Proof of qualification rests with the vendor.

21. WAVIER: The City/DCMSA reserves the right to waive any General provisions, Special Provision, or minor specification deviation when considered to be in the best interest of the City/DCMSA.

22. QUANTITIES: Quantities of the commodities to be purchased are set forth in the specifications as specified numbers or estimates. Items of estimated quantity will be awarded on a "NO GUARANTEE" basis.

23. TERMINATION FOR CONVENIENCE OF THE CITY/DCMSA: The performance of work and/or the delivery of ordered materials under this contract may be terminated by the City/DCMSA, in whole or in part, whenever it is determined to be in the best interest of the City/DCMSA. Any such termination shall be effected by delivery to the vendor of a notice of termination specifying the extent to which performance of work and/or delivery of ordered materials is terminated, and the date upon which such termination becomes effective. After receipt of a notice of termination, the contractor shall stop work and/or place no further orders under the contract on the date and to the extent specified in the notice of termination.

**GENERAL INFORMATION:**

For further information contact the Water Treatment Supervisor, Kerry "Jay" Snapp, at (405) 671-2871,

**CONTRACT PERIOD:**

The contract period shall begin July 1, 2025 and continue through June 30, 2026.

**TERMINATION CLAUSE:**

The City/DCMSA, in whole or part, may terminate this contract whenever it is determined to be in the best interest of the City/DCMSA. Any such termination shall be in writing to the Vendor.

**IMPORTANT NOTE: IN THE EVENT YOU OBTAINED THESE DOCUMENTS FROM A SOURCE OTHER THAN THE CITY OF DEL CITY OR DEMANDSTAR.COM AND AN ADDENDUM IS ISSUED YOU WILL NOT RECEIVE THE ADDENDUM (S) UNLESS YOU OBTAIN IT FROM THE OTHER SOURCE. ALL PLANHOLDERS LISTED ON THE DEMANDSTAR.COM SITE WILL BE NOTIFIED OF THE ADDENDUM (S) AUTOMATICALLY.**

**PUBLIC CONVENIENCE AND SAFETY:**

Materials stored about the work shall be so placed and the work shall at all times be so conducted as to cause no greater obstruction of the traveling public than is considered necessary by the City. Sidewalks must not be obstructed unless by special permission by the City. Neither the materials excavated nor the construction materials used in the construction of the work shall be placed so as to prevent free access to fire hydrants, water valves, gas valves, and manholes for electric or telephone.

The Contractor shall continuously maintain reasonable protection of all work, from damage, and shall take all reasonable precautions to protect the City's property from injury or loss arising in connection with this contract. Contractor shall make good any damage, injury or loss to his work and to the property of the City resulting from lack of reasonable protective precautions and shall reasonably protect adjacent property.

When and where any direct or indirect damage or injury is done to City property on account of any act, omission, neglect or misconduct in the execution of the work in consequence of the nonexecution therefore on the part of the Contractor, he/she shall restore at his/her expense such property to a condition similar or equal to the existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed or he/she shall make good such damage or injury in a manner acceptable by the City.

In case of the failure on the part of the Contractor to restore such property or make good such damage or injury, the City may, upon forty-eight (48) hour notice proceed to repair, rebuild or otherwise restore such property as may be determined necessary and the cost thereof will be deducted from any monies due or to become due the Contractor under this Contract.

**FINAL CLEAN UP:**

Upon completion of the work and before acceptance and final payment will be made the Contractor shall clean and remove from the site of the work surplus and discarded materials, temporary structures, and debris of any kind. He/she shall leave the site of the work in a neat and orderly condition.

**PROPOSAL IN REPLY TO SPECIFICATIONS:**

Any exceptions to the specifications must be noted. Details concerning the exceptions must be clearly explained. The following is a listing of the minimum specifications. Bidder to note compliance or deviation in the right side column provided. If additional space is needed attach page and note here.

**MULTIYEAR CONTRACT:**

**This contract shall be renewable each year for a term not to exceed three years as long as the price does not increase by more than 5% and both parties are agreeable. Either party may terminate the contract by notification in writing within 30 days. Fuel surcharges or other additional delivery charges shall be included in total contract price and shall not be amended later.**

**MINIMUM SPECIFICATIONS**

**BIDDER SPECIFICATIONS**

**1.0 GENERAL**

- A. The contractor shall remove spent media, prepare filter, and supply and install for service virgin Granulated Activated Carbon (GAC) for use as filter media in a potable water treatment plant. The Contractor will provide all associated work, materials, and equipment to accomplish this service.

**1.1 REMOVAL**

- A. Existing "spent" carbon is Norit GAC 830 mesh (as installed) with an iodine number of approximately 400. Installation was completed in 2008 and has only been used in potable water treatment. If any non-

hazardous classification is needed for transfer of carbon to The Contractor, then all testing and certification will be the responsibility of The Contractor.

- B. Care shall be exercised when removing spent carbon so as not to damage existing structures or disturb the underlying sand layer. The Contractor will make up any volume of sand lost. This sand is Filter Sand comprised of clean siliceous particles, free of mica with an average specific gravity of 2.60, and an average depth of 9.5”.
- C. The filters are located inside the Water Treatment Plant building. Access to each filter cell may be achieved through a 4’ x 4’ hatch which is located outside the building on two concrete platforms, one on each side of the main entrance, that are 12.5’ high by 6’ deep and 30’ long.
- D. Existing GAC filter media shall be removed from two filters comprised of Double Cells for each filter. Each cell is approximately 235 sq. ft. Dimensions of Cell: 10’8” wide x 22’ long. Existing carbon is approximately 36” deep. Replacement carbon shall be 36” in depth after backwashing.  
Total filter area is 2,816 cu ft for four cells.

## 1.2 SUBMITTALS -TESTING:

- A. CERTIFICATE OF COMPLIANCE shall be provided by the contractor detailing lot numbers, shipping and storage information, laboratory data and all other data needed to confirm compliance of the virgin granular activated carbon with ANSI NSF STANDARD 61, AWWA B100, AWWA B604-96 and the Food Chemical Codex..
- B. PERFORMANCE COMPLIANCE affidavit shall be furnished on reference samples taken from the virgin carbon as delivered and installed. The samples shall be sent to a laboratory acceptable to the City of Del City staff. The Contractor shall provide certified copies of the laboratory tests from the approved laboratory. Samples shall be composite samples from eight cells or two complete filters randomly selected by staff. Samples shall be collected in vapor – proof containers, plainly marked with the name and address of the Contractor, date sample was taken and cells where taken from. A sufficient quantity, approximately 4 liters, shall be gathered and split for one reference sample to be held at the plant, and one sample to be sent to the approved laboratory for analysis

Performance data shall include:

Abrasion Number (ASTM)  
Iodine Number mg/g  
Moisture as packed (wt.%)  
Tannin number  
Effective size  
Uniformity Coefficient  
Total Ash  
Bulk Density (lb. / cubic ft.)

All material that does not meet the requirements as specified shall be rejected immediately, removed from the plant site, and replaced with media conforming to the specifications at no cost to the City of Del City.



**1.3 SUBMITTALS– STATEMENT OF QUALIFICATIONS:**

- A. The Contractor shall submit a list of at least five installations where the supplier has provided and installed GAC for municipal multimedia filters of at least 1000 sq. ft. during the last five years stating the following:
  - 1. Depth of GAC in filters
  - 2. Number and size of filters with flow rates
  - 3. Year (s) GAC installed in each plant
  - 4. Contact person and telephone number for each plant.
- B. The Contractor shall submit the proposed method for transporting, handling, and installing the media and for preparing the filter media for service.
- C. The GAC manufacturer shall provide documentation that shows the manufacturer is capable of providing the necessary equipment, supervision, and personnel for the removal and installation of GAC.

**1.4 GRANULAR ACTIVATED CARBON (GAC)**

- A. The top layer of the filter shall consist of virgin GAC suitable for taste and odor control, organics removal, and filtration in the treatment of water for potable use. The Carbon must come from United States.
- B. The final depth after backwashing and skimming shall be 36 inches.
- C. The GAC shall be manufactured from only select grades of Lignite Coal to produce a highly active, durable granular material capable of withstanding the abrasion involved in transport, installation, and backwash. The material shall be free of foreign material such as clay and dust.
- D. The granular activated carbon shall contain no soluble inorganic or organic substances in quantities capable of producing deleterious or injurious effects upon the health of those consuming the water or that would otherwise render the water that has been treated properly with activated carbon unfit for public use. The carbon shall not impart to the water any contaminant that exceeds the limits as defined by the U.S. Environmental Protection Agency Drinking Water Standards.
- E. The GAC shall conform to the Food Chemical Codex latest edition, ANSI NSF Standard 61, and AWWA 604-96 except where these specifications are more stringent.
- F. The material shall meet or exceed the following requirements:

**Option 1 LIGNITE COAL**

U.S. Mesh Size	8 x 30
Percentage on No. 8	8 % (Max)
Percentage on No. 30	5 % (Max)
Abrasion Number (NBS)	70 (Min)
Iodine Number (ASTM) (Min)	600
Tannin Value, ppm	220

Moisture as packed	8 % (Max)
Effective Size (mm)	0.7-0.85
Uniformity Coefficient	1.9 (Max)
Apparent Density (ASTM)	0.38 g/m
Density (BWD)	23 lb/ft <sup>3</sup>
Surface Area (m <sup>2</sup> /g) (BET)	625
Pore Volume (Min)	0.93 ml/g

## 1.5 INSTALLATION

- A. Shipment and storage of GAC shall conform to AWWA 604-96 and NSF Standard 61.
- B. The filters shall be partially filled with water prior to loading. The water level shall be above the carbon level during loading.
- C. During GAC installation, the Contractor shall take necessary measures to prevent contamination of the filter.
- D. The media shall be gently backwash several times during installation until level. If the filter is drained to facilitate leveling, then care shall be exercised in order to avoid abrading the media or entrapping air.
- E. Install the carbon above the premarked level and slowly backwash (2-4 gpm/sq ft) until the GAC is flooded.
- F. After the initial soaking, the media shall be backwashed at a gradually increasing rate to approximately 6-gpm/sq ft. This rate shall be continued until the entrapped air is released. The bed shall be allowed to stand as long as necessary to facilitate complete saturation before the initial wash or at least 24 hours. At no time will the filter be allowed to stand dry.

## **GAC PREPARATION – INITIAL WASH**

- A. Water Plant Personnel will operate rate controllers and all valves for the above, and subsequent, procedures. When no entrapped air is observed, the initial backwash shall commence.
- B. Initial backwash will be accomplished under the guidance of a technician representing the supplier. The backwash rate will be increased gradually until maximum rate is achieved, not to exceed 20-gpm/sq ft.

## **1.6 TECHNICAL SUPPORT**

- A. Technical support will be provided by the Contractor in the form of documentation and on-site training by a technician representing the Supplier.
- B. Twice each year for a period not to exceed seven years, grab samples will be gathered from filter cells designated by water plant staff. These samples will be shipped to the supplier's laboratory and the following parameters tested at the supplier's expense.

Iodine Number (ASTM)  
Abrasion (ASTM 3802)  
Sieve Size (U.S. Standard)

A detailed report shall be submitted on the data obtained from these samples. This report shall estimate the amount of media that has been used to date and useful life of the media remaining.