

Invitation for Sealed Bids

MIDWEST CITY MUNICIPAL AUTHORITY

100 N. MIDWEST BLVD.
MIDWEST CITY, OKLAHOMA 73110

Write legibly in ink or use typewriter.

Published In
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Dates Advertised
Tuesday, June 7, 2022
Tuesday, June 14, 2022

Bids must be in the Office of the City Clerk By:
Tuesday, June 21, 2022 no later than 2:00 p.m.

IMPORTANT: Bid envelope must indicate bid item enclosed and date of bid opening.

Description	Total Net Price
Water Treatment Coagulation Polymer Price Per 30,360 LBS	\$ <u>.636</u> Per Pound
Price Per Less Than 15,180 LBS	\$ <u>.636</u> Per Pound

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 5 DAYS OR LESS FROM DATE OF ORDER. DATED THIS 20 DAY OF JUNE, 2022.

FIRM MID America Hydro Tech BY Douglas G. Swinney

ADDRESS 36376 Anderson Rd Madras OK TITLE OWNER
74852

Accepted by the MIDWEST CITY MUNICIPAL AUTHORITY this 29 day of June, 2022

[Signature]
MATTHEW D. DUKES, II, Chairman

[Signature]
SARA HANCOCK, Secretary

Approved as to form this 30th day of June, 2022.

[Signature]
DON MAISCH, City Attorney



NON COLLUSION AFFIDAVIT

STATE OF Oklahoma)

SS.

COUNTY OF Oklahoma)

Douglas G. Swinney, of lawful age, being first duly sworn, on oath says that (s) he 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 or Municipal Authority official or employee as to quantity, quality, or price in the prospective contract, or any other prospective contract; or in any discussions between bidders and any City or Municipal Authority official concerning exchange of money or other things of value for special consideration in the letting of the prospective contract.

Douglas G. Swinney

Subscribed and sworn to before me this 21 day of June, 2022



Joya Beasley
Notary Public

My Commission Expires:

4/20/2026

Contractor Certification

Contractor certifies and warrants that it will comply with the Immigration Laws of the United States, including but not limited to 8 USC 1324(a), which makes it unlawful for an employer to hire or continue to employ an illegal or undocumented alien *knowing* the alien is or has become unauthorized with respect to such employment, or to fail to comply with the I-9 requirements. Contractor further agrees to comply with the Oklahoma Taxpayer and Citizen Protection Act of 2007. Contractor will not knowingly employ or knowingly allow any of its Subcontractors to employ any illegal or undocumented aliens to perform any work in connection with services performed for the Midwest City Municipal Authority. After July 1, 2008, Contractor and its Subcontractors will verify information on all new employees on the Status Verification System operated by the U.S. Government.

Contractor will retain and make available for inspection by the Municipal Authority, upon reasonable notice, a completed I-9 Employment Eligibility Verification Form for each person that contractor directly employs to perform services for the Midwest City Municipal Authority. If Contractor, or any of its Subcontractors, receives *actual knowledge* of the unauthorized status of one of its employees engaged in providing services to the Municipal Authority, then Contractor or Subcontractor will remove that employee from the project, and shall require each Sub-contractor to act in a similar fashion with respect to such Sub-contractor's employees. Contractor agrees to have a provision in its subcontracts stating that each Sub-contractor will have the same duties and responsibilities with regard to its employees that the Contractor has certified in this paragraph.

Signed under penalty of perjury on June 20, 2022.

Mid America Hydro Tech
Contractor

By: Douglas G. Swenig
Owner or Authorized Officer

NOTICE TO BIDDERS

Notice is given that the Midwest City Municipal Authority, a public trust, will receive sealed bids in the office of the Secretary, Midwest City Municipal Center, 100 N. Midwest Boulevard, Midwest City, Oklahoma, until 2:00p.m., Tuesday June 21, 2022, for:

WATER TREATMENT COAGULATION POLYMER

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 Center. Complete sets of bid documents may be obtained from the City of Midwest City, Public Works Administration, 8730 SE 15th, Midwest City, Oklahoma 73110.

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 Chairman and Trustees of the Municipal Authority prior to the contract being awarded. The Municipal Authority shall consider award of the bid at or after 6:00 pm on June 28, 2022, to the lowest and best bidder meeting specifications. The Municipal Authority may lay the same over to a subsequent meeting for comparison and computation.

The bidder shall use the Municipal Authority 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 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.

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/City Clerk 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, Mark Roberts, Water Plant Supervisor, Public Works Department, 8730 SE 15th, Midwest City, Oklahoma 73110, (405) 739-1064.

The Chairman and Trustees of the Midwest City Municipal Authority reserves the right to reject any or all bids.



Sara Hancock, Secretary
Midwest City Municipal Authority

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.