

Invitation For Bid
IFB# 10-410 Routine Chlorine Tank Service
Public Works Department
Issued: August 9, 2010

City of Tulsa,
Oklahoma
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ADDENDUM 1

No.	Date	Description
3	8-30-2010	<p>1. Off hold: <u>Due date Wednesday; September 15, 2010</u></p> <p>2. Mandatory Prebid: Requirement has been removed from specifications. There will be no prebid conferences.</p> <p>3. Prospective bidders are encouraged to attend a site visit to both tank locations, scheduled for 9:00 AM Wednesday, September 8, 2010, starting at the Mohawk Water Treatment Plant. A site visit is not required for bid acceptance. Please Email John Mueller if you will be attending the walkthrough (jmueller@cityoftulsa.org). Other times for a site visit may be scheduled with John Mueller.</p> <p>4. Licensing clarification: Contractor licensing with the Okla. Dept. of Labor, Safety Standards Division, as our specs require prior to bid award, can typically be processed and the license issued within several days from the time the application is received by that Division office. Not required with bid response.</p> <p>5. Special Instructions: Added: #7-Repairs required section</p> <p>6. Technical Specifications: Section 104.5.3: Last paragraph changed</p> <p>7. Exhibit A: Added new Exhibit A</p>
2	8-25-2010	<p>1. Project temporarily on hold.</p> <p>2. The prebid scheduled for 8-26-10 has been cancelled</p>
1	8-12-2010	<p>1. All other copies of IFB should be discarded.</p>

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NOTICE is hereby given that the CITY OF TULSA, OKLAHOMA will receive sealed Bids for the following:

BID # **10-410**

DESCRIPTION: **Routine Chlorine Tank Service** (Commodity Code(s): **929-74**)

You are invited to submit a Bid to supply the Goods and/or Services specified above. Invitations for Bid (IFB) will be posted on the City's website at www.cityoftulsapurchasing.org or a hardcopy may be obtained at:

City of Tulsa-Purchasing Department
175 East 2nd Street, Suite 865
Tulsa Oklahoma 74103

Bids must be received no later than 5:00 PM (CST) on September 15, 2010, and delivered to:

City Clerk's Office
175 East 2nd Street, Suite 260
Tulsa Oklahoma 74103

Bids must be sealed and either mailed or delivered. No faxed or emailed Bids will be considered. Bids received after the stated date and time **will not be accepted and will be returned to the Bidder unopened.**

The Bid Packet consists of (1) this Notice of Invitation for Bid, (2) the Summary Sheet, (3) Form #1, (4) Form #2, (5) Form #3, (6) Form #4, (7) Form #5, (8) Form #6, (9) the Instructions, Terms and Conditions for Bidders, (10) Special Requirements, (11) Technical Specifications and (12) Exhibit A.

Use this checklist to ensure you have properly read and completed all Forms.

- _____ Notice of Invitation for Bid
- _____ Summary Sheet
- _____ Form #1: Bidder Information Sheet. Must be completed.
- _____ Form #2: Purchase Agreement. Complete legal name in first paragraph and Notice provision in Section 17.i. Original signature required.
- _____ Form #3: Interest Affidavit. Original signature and notarization required.
- _____ Form #4: Non-Collusion Affidavit. Original signature and notarization required.
- _____ Form #5: Affidavit of Claimant. Original signature and notarization required.
- _____ Form #6: Acknowledgment of Receipt of Addenda/Amendments. Must be completed and signed.
- _____ Instructions, Terms and Conditions for Bidders
- _____ Special Requirements (Offer Period; Insurance and Bonding; References)
- _____ Technical Specifications
- _____ Exhibit A: Bid Form including Delivery and Pricing. This is your Bid. It must be completed or your Bid will be rejected.

IMPORTANT NOTE: Write the Bid Number, Bid Description (as listed above), and Bid Opening Date on the lower left corner of the outside of your Bid envelope. You must return the complete Bid Packet with your Bid.

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SUMMARY SHEET

Project Buyer

If you have any questions or need additional information, contact the assigned Project Buyer:
Bill Youngblood, CPM Senior Buyer
byoungblood@cityoftulsa.org
Include **IFB 10-410** on the subject line

Bidder’s Notice of Intent to Submit a Bid

Email the Project Buyer indicating your intent to Bid. Include IFB 10-410 on the subject line of the email. You will receive an email response verifying your notice of intent to bid was received. This same procedure should be followed to request clarification, in writing, of any point in the IFB.

Bidders are encouraged to contact the Project Buyer by email if there is anything in these specifications that prevents you from submitting a Bid, or completing the Bid Packet. Questions and concerns must be received no later than seven (7) days prior to the Bid Packet due date.

Issuing of Addenda

If you received the notice of this IFB from the City as a result of being registered to sell the commodity code(s) on this Bid, you should also receive notice of any addenda issued. If you are not registered with the City to sell the commodities listed herein, you must register as a supplier on the City of Tulsa Purchasing website (www.cityoftulsapurchasing.org) to receive notice of any addenda.

Pre-Bid Conference

If a pre-Bid conference will be held for this IFB, information on that conference will be inserted below:

Date: NA Time: NA (Must attend one meeting)

Location: NA

Attendance at the Pre-Bid Conference is required to submit a Bid.

Attendance is not required to submit a Bid.

Bid Packet Submission

The City requires two completed Bid packets: 1 Original and 1 Copy. Each must be clearly labeled on the front sheet indicating “Original” or “Copy”. If a copy on electronic media is also required, the line below will be checked.
 Electronic Copy also required.

Responses to this Invitation for Bid must be on the forms listed on page 1. The entire Bid Packet must be returned or your Bid may be rejected. Do not take exception to any portion of this Bid Packet. Do not make any entries except where required. Do not insert any other documents into the Bid Packet.

Bid Opening

All Bid openings are public and take place at 8:30 a.m. Thursday, the day after Bids are due. The Bid openings are held in the City of Tulsa Council Meeting Room, 175 East 2nd Street, 2nd Floor, Tulsa, Oklahoma.

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BIDDER INFORMATION SHEET
Form #1

Bidder's Exact Legal Name: _____
 (Must be Bidder's company name as reflected on its organizational documents, i.e., not a DBA)

State of Organization: _____

Bidder's Type of Legal Entity: (check one)

- | | |
|--|--|
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Limited Liability Company |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Corporation | |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Other: _____ |

Bidder's Address: _____
Street
City
State
Zip Code

Bidder's Website Address: _____ **Email Address:** _____

Sales contact:

Name: _____
 Street: _____
 City: _____
 State: _____
 Phone: _____
 Fax: _____
 Email: _____

Alternate sales contact:

Name: _____
 Street: _____
 City: _____
 State: _____
 Phone: _____
 Fax: _____
 Email: _____

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FORM #2 (Page 1 of 4)
PURCHASE AGREEMENT

INSTRUCTIONS: This document **must** be properly signed and returned or your Bid will be **rejected**. This form constitutes your offer and if accepted by the City of Tulsa will constitute the Purchase Agreement under which you are obligated to perform. Your signature on this document indicates you have read and understand these terms and agree to be bound by them.

THIS PURCHASE AGREEMENT is between the CITY OF TULSA, OKLAHOMA, a municipal corporation, 175 East 2nd Street, Tulsa, Oklahoma, 74103-3827 (the "City") and:

(Company name – **Must** be the **exact** legal name as shown in organizational documents (i.e., not a DBA) (the "Seller").

WITNESSETH:

WHEREAS, the City has approved certain specifications and advertised for or solicited Bids on the following goods or services:

10-410 Routine Chlorine Tank Service

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

WHEREAS, Seller desires to provide such Goods and/or Services to City, acknowledges that this document constitutes Seller's offer to provide the Goods and/or Services specified below, and further acknowledges that if executed by the City's Mayor, this document will become the Purchase Agreement for such Goods and/or Services.

NOW, THEREFORE, for and in consideration of the terms, covenants and conditions hereinafter set forth, the parties hereto agree as follows:

1. **Documents Comprising the Agreement.** The Bid Packet includes the Notice of Invitation to Bid, the Summary Sheet, Form #1, Form #2, Form #3, Form #4, Form #5, Form #6, the Instructions, Terms and Conditions for Bidders, the Special Requirements, the Technical Specifications, Exhibit A and any addenda or amendments to the Bid Packet. The Bid Packet is incorporated herein by this reference. In the event of conflicting or ambiguous language between this Purchase Agreement and any of the other Bid Packet documents, the parties shall be governed first according to this Purchase Agreement and second according to the remainder of the documents included in the Bid Packet. Seller may submit as part of its Bid additional materials or information to support the Bid. Additional materials or information submitted by Seller which are not ambiguous and which do not conflict with this Purchase Agreement or the other Bid Packet documents are incorporated herein by this reference.
2. **Purchase and Sale.** Seller agrees to sell City the Goods and/or Services for the price and upon the delivery terms set forth in Exhibit A hereto. City agrees to pay Seller the price as set forth in Exhibit A based on (a) the quantity actually purchased in the case of goods or services priced by unit, or (b) the total price for a stated quantity of goods or services, upon (i) delivery of the Goods and/or Services to the City, (ii) the City's Acceptance thereof, and (iii) Seller's submission and City's approval of a verified claim for the amount due. City shall not pay any late charges or fees.
3. **Irrevocable Offer.** Seller understands and acknowledges that its signature on this Agreement constitutes an irrevocable offer to provide the Goods and/or Services. There is no contract unless and until City's Mayor/Mayor Pro Tem executes this Agreement accepting Seller's Bid. No City officer, employee or agent except the Mayor (or Mayor Pro Tem) has the authority to award contracts or legally obligate the City to any contract. Seller shall not provide any Goods and/or Services to City pursuant to this Agreement before this Agreement is executed by City. If Seller provides any Goods and/or Services to City pursuant to this Agreement before this Agreement is executed by City, such Goods and/or Services are provided at Seller's risk and City shall have no obligation to pay for any such Goods and/or Services.
4. **Term.** The term of this Agreement shall be effective commencing on the date of execution of this Agreement by the Mayor/Mayor Pro Tem of the City of Tulsa and terminating one year from that date, **or shall be effective on [month][day], 20__ and continuing to [month][day], 20__ at the discretion of City.** City in its sole discretion may offer Seller an opportunity to renew this Agreement for an **additional** __ () one (1) year term(s). Seller understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Agreement. The continuing purchase by City of the Goods and/or Services set forth in this Agreement is subject to City's needs and to City's annual appropriation of sufficient funds in City's fiscal year (July 1st to June 30th) in which such Goods and/or Services are purchased. In the event City does not appropriate or budget sufficient funds to perform this Agreement, this Agreement shall be null and void without further action by City.
5. **Warranties.** Seller shall assure that the Goods and/or Services purchased hereunder are covered by all available and applicable manufacturers' warranties for such Goods and/or Services. Seller expressly agrees that it will be responsible for performing all warranty obligations set forth in the Special Requirements for the Goods and/or Services covered in this Agreement. Seller also warrants that the Goods and/or Services will conform to the Technical Specifications and Special Requirements, and further warrants that the Goods and/or Services shall be of good materials and workmanship and free from defects for either a minimum of one (1) year from the date of Acceptance or installation by City, whichever is later, or as **specified in the Special Requirements**, whichever is later. In no event shall Seller be allowed to disclaim or otherwise limit the express warranties set forth herein.
6. **Warranty Remedies.** City shall notify Seller if any of the Goods and/or Services fails to meet the warranties set forth above, and Seller shall promptly correct, repair or replace such Goods and/or Services at Seller's sole expense. Notwithstanding the foregoing, if such Goods and/or Services shall be determined by City to be defective or non-conforming within the first thirty (30) days after the date of Acceptance by City, then City at its option shall be entitled to a complete refund of the purchase price and, in the case of Goods, shall promptly return such Goods to Seller. Seller shall pay all expenses related to the return of such Goods to Seller.
7. **Seller Bears Risk.** The risk of loss or damage shall be borne by Seller at all times until the Acceptance of the Goods or Services by City.

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8. **No Indemnification by City.** Seller understands and acknowledges that City is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, City shall not indemnify nor hold Seller harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys' fees and costs. In addition, Seller shall not limit its liability to City for actual loss or direct damages for any claim based on a material breach of this Agreement and the documents incorporated herein. City reserves the right to pursue all legal and equitable remedies to which it may be entitled.
9. **Indemnification by Seller.** Seller agrees to indemnify, defend, and save harmless City and its officers, employees and agents from all suits and actions of any nature brought against them due to the use of patented appliances, products or processes provided by Seller hereunder. Seller shall pay all royalties and charges incident to such patents.
10. **No Insurance by City.** If City is leasing Goods herein, City shall not be required to obtain insurance for Seller's property. Seller shall be solely responsible for any insurance it deems necessary. City is self-insured for its own negligence, subject to the limits of the Governmental Tort Claims Act (51 O.S. § 151 et seq.).
11. **No Confidentiality.** Seller understands and acknowledges that City is subject to the Oklahoma Open Records Act (51 O.S. §24A.1 et seq.) and therefore cannot assure the confidentiality of contract terms or other information provided by Seller pursuant to this Agreement that would be inconsistent with City's compliance with its statutory requirements thereunder.
12. **Non-Responsive Bids.** Seller understands and acknowledges that if it adds terms and conditions to its Bid that are different from the terms set forth herein that its Bid may be rejected as non-responsive. Furthermore, if City accepts Seller's Bid and awards a contract to Seller based on such Bid, City shall not be bound to any exceptions, changes or additions made by Seller, and any terms and conditions added by Seller which are not expressly agreed to by City in writing will be void and of no force and effect and the parties will be governed according to the document precedence set forth in Section 1 above.
13. **Compliance with Laws.** Seller shall be responsible for complying with all applicable federal, state and local laws, regulations and standards. Seller is responsible for any costs of such compliance. Seller certifies that it and all of its subcontractors to be used in the performance of this Purchase Agreement are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. Sec. 1312 and includes but is not limited to the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify.
14. **Termination.** City, by written notice, may terminate this Agreement, in whole or in part, when such action is in the best interest of City. If this Agreement is so terminated, City shall be liable only for payment for Goods accepted and Services rendered prior to the effective date of termination. City's right to terminate this Agreement is cumulative to any other rights and remedies provided by law or by this Agreement.
15. **Price Changes.** The parties understand and agree that the variables in Seller's cost of performance may fluctuate, but any change in Seller's cost of performance will not alter its obligations under this Agreement, nor excuse performance or delay on Seller's part. If the IFB provides that Seller may include a price escalation provision in its Bid, Seller's price escalation provision will be evaluated by City as part of Seller's Bid price when awarding the Bid.
16. **Right to Audit.** The parties agree that Seller's books, records, documents, accounting procedures, practices, price lists or any other items related to the Goods and/or Services provided hereunder are subject to inspection, examination, and copying by City or its designees. Seller is required to retain all records related to this Agreement for the duration of the term of this Agreement and a period of three years following completion and/or termination of the Agreement. If an audit, litigation or other action involving such records begins before the end of the three year period, the records shall be maintained for three years after the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.
17. **Notice.** Any notice, demand, or request required by or made pursuant to this Agreement shall be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the addresses specified below.
 - i. To Seller: _____

 - ii. To CITY: City Clerk
 CITY OF TULSA, OKLAHOMA
 175 E. 2nd Street, Suite 260
 Tulsa, Oklahoma 74103

With a copy to: Bill Youngblood, CPM Senior Buyer _____
 CITY OF TULSA, OKLAHOMA
 175 E. 2nd Street, Suite 865
 Tulsa, Oklahoma 74103
18. **Relationship of Parties.** The Seller is, and shall remain at all times, an independent contractor with respect to activities and conduct while engaged in the performance of services for the City under this Agreement. No employees, subcontractors or agents of the Seller shall be deemed to be employees of the City for any purpose whatsoever, and none shall be eligible to participate in any benefit program provided

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by the City for its employees. The Seller shall be solely responsible for the payment of all employee wages and salaries, taxes, withholding payments, fringe benefits, insurance premiums, continuing education courses, materials or related expenses on behalf of its employees, subcontractors, and agents. Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship among the parties. No party shall have any right, power or authority to act as a legal representative of another party, and no party shall have any power to obligate or bind another party, or to make any representations, express or implied, on behalf of or in the name of the other in any manner or for any purpose whatsoever.

19. **Third Parties.** This Agreement is between City and Seller and creates no right unto or duties to any other person. No person is or shall be deemed a third party beneficiary of this Agreement.
20. **Time of Essence.** City and Seller agree that time is deemed to be of the essence with respect to this Agreement.
21. **Binding Effect.** This Agreement shall be binding upon City and Seller and their respective successors, heirs, legal representatives and permitted assigns.
22. **Headings.** The headings used herein are for convenience only and shall not be used in interpreting this Agreement
23. **Severability Provision.** If any term or provision herein is determined to be illegal or unenforceable, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible to be legal, valid and enforceable.
24. **Governing Law And Venue.** This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principles, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Tulsa County, Oklahoma and each party waives any objection to such venue. City does not and will not agree to binding arbitration of any disputes.
25. **No Waiver.** A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.
26. **Entire Agreement/No Assignment.** This Agreement and any documents incorporated herein constitute the entire agreement of the parties and supersede any and all prior agreements, oral or otherwise. This Agreement may only be modified or amended in a writing signed by both parties. Notwithstanding anything to the contrary stated herein or in the attachments to this Agreement, no future agreements, revisions or modifications that may be required under this Agreement are effective or enforceable unless such terms, revisions or modifications have been reduced to writing and signed by City and Seller. Seller may not assign this Agreement or use subcontractors to provide the Goods and/or Services without City's prior written consent. Seller shall not be entitled to any claim for extras of any kind or nature.
27. **Multiple Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.
28. **Interpretive Matters and Definitions.** The following interpretive matters shall be applicable to this Agreement:
 - 28.1 Unless the context otherwise requires: (a) all references to Sections are to Sections of or to this Agreement; (b) each term defined in this Agreement has the meaning assigned to it; (c) "or" is disjunctive but not necessarily exclusive; (d) words in a singular include the plural and vice versa. All references to "\$" or to dollar amounts shall be in lawful currency of the United States of America;
 - 28.2 No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof or thereof;
 - 28.3 Any reference to any applicable laws shall be deemed to refer to all rules and regulations promulgated thereunder and judicial interpretations thereof, unless the context requires otherwise;
 - 28.4 The word "including" means "including, without limitation" and does not limit the preceding words or terms; and
 - 28.5 All words used in this Agreement shall be construed to be of such gender, number or tense as circumstances require.
29. **Authority to Bind.** The undersigned individual states that s/he has authority to bind Seller to this Agreement, that s/he has read and understands the terms of this Agreement, and that Seller agrees to be bound by this Agreement and its incorporated documents.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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FORM #3 (Page 1 of 1)

INTEREST AFFIDAVIT

STATE OF _____)
)ss.
 COUNTY OF _____)

I, _____, of lawful age, being first duly sworn, state that I am the agent authorized by Seller to submit the attached Bid. Affiant further states that no officer or employee of the City of Tulsa either directly or indirectly owns a five percent (5%) interest or more in the Bidder's business or such a percentage that constitutes a controlling interest. Affiant further states that the following officers and/or employees of the City of Tulsa own an interest in the Bidder's business which is less than a controlling interest, either direct or indirect.

By: _____
 Signature

Title: _____

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

 Notary Public

My Commission Expires: _____

Notary Commission Number: _____

County & State Where Notarized: _____

The Affidavit must be signed by an authorized agent and notarized

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FORM #4 (Page 1 of 1)
NON-COLLUSION AFFIDAVIT

(Required by Oklahoma law, 74 O.S. §85.22-85.25)

STATE OF _____)
)ss.
 COUNTY OF _____)

I, _____, of lawful age, being first duly sworn, state that:
 (Seller's Authorized Agent)

1. I am the authorized agent of Seller herein for the purposes of certifying facts pertaining to the existence of collusion between and among Bidders and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the Bid to which this statement is attached.
2. I am fully aware of the facts and circumstances surrounding the making of Seller's Bid to which this statement is attached, and I have been personally and directly involved in the proceedings leading to the submission of such Bid; and
3. Neither the Seller nor anyone subject to the Seller's direction or control has been a party:
 - a. to any collusion among Bidders in restraint of freedom of competition by agreement to Bid at a fixed price or to refrain from Bidding,
 - b. to any collusion with any municipal official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between Bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

By: _____
 Signature

Title: _____

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

 Notary Public

My Commission Expires: _____

Notary Commission Number: _____

County & State Where Notarized: _____

The Affidavit must be signed by an authorized agent and notarized

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AFFIDAVIT OF CLAIMANT

STATE OF _____)
)ss.
 COUNTY OF _____)

The undersigned person, of lawful age, being first duly sworn on oath, says that all invoices to be submitted pursuant to this agreement with the City of Tulsa will be true and correct. Affiant further states that the work, services or material furnished will be completed or supplied in accordance with the plans, specifications, orders, requests and/or contract furnished or executed by the affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer or employee of the City of Tulsa or of any public trust where the City of Tulsa is a beneficiary, of money or any other thing of value to obtain payment of the invoice or procure the contract or purchase order pursuant to which an invoice is submitted. Affiant further certifies that (s)he has complied with all applicable laws regarding equal employment opportunity.

Company: _____

Remit to
 Address: _____

City, State
 Zip: _____

Phone: _____

Name (print): _____

Signature: _____

Title: _____

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

 Notary Public

My commission expires: _____
 My commission number: _____
 County and State where notarized: _____

The Affidavit must be signed by an authorized agent and notarized

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FORM #6 (PAGE 1 OF 1)
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS

I hereby acknowledge receipt of the following addenda or amendments, and understand that such addenda or amendments are incorporated into the Bid Packet and will become a part of any resulting contract.

List Date and Title/Number of all addenda or amendments: (Write "None" if applicable).

Sign Here ► _____

Printed Name: _____

Title: _____

Date: _____

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INSTRUCTIONS, TERMS AND CONDITIONS FOR BIDDERS
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1. **PURCHASING AUTHORITY.** City issues this Invitation For Bid pursuant to Tulsa City Charter, Art. XII, §14 and Tulsa Revised Ordinances, Title 6, Ch. 4, the provisions of which are incorporated herein.
2. **DEFINITIONS.** The following terms have the following meanings when used in the documents comprising this Bid Packet.
 - A. **“Acceptance”** with respect to a Bid shall mean the City’s selection of a Bid, and award of a contract to the Bidder/Seller.
 - B. **“Acceptance”** with respect to delivery of Goods and/or Services provided under a Purchase Agreement shall mean City’s written acknowledgement that Seller has satisfactorily provided such Goods and/or Services as required.
 - C. **“Addenda” “Addendum” or “Amendment(s)”** shall mean a clarification, revision, addition, or deletion to this Invitation For Bid by City which shall become a part of the agreement between the parties.
 - D. **“Authorized Agent”** means an agent who is legally authorized to bind the Seller under the law of the State in which the Seller is legally organized. An Authorized Agent must sign all documents in the Bid Packet on behalf of the Seller. Under Oklahoma law, the Authorized Agent for each of the following types of entities is as stated below:
 - o **Corporations** – the president, vice president, board chair or board vice chair can sign; others can sign if they have and provide the City with (i) a corporate resolution giving them authority to bind the Seller, and (ii) a recent corporate secretary’s certificate indicating the authority is still valid.
 - o **General Partnerships** – any partner can sign to bind all partners.
 - o **Limited Partnerships** – the general partner must sign.
 - o **Individuals** – no additional authorization is required, but signatures must be witnessed and notarized.
 - o **Sole Proprietorship** – the owner can sign. Any other person can sign if s/he provides a recent Power of Attorney, signed by the owner, authorizing him/her to bind the sole proprietorship.
 - o **Limited Liability Company (LLC)** – The manager as named in the Operating Agreement can sign. Any person authorized by the Operating Agreement or a member can sign providing the person submits a copy of the authorization with a certificate of the members indicating the authorization is still valid.

Entities organized in States other than Oklahoma must follow the law of the State in which they are organized.
 - E. **“Bid”** means the Seller’s offer to provide the requested Goods and/or Services set forth in Exhibit A and any additional materials or information the Seller chooses to submit to support the Bid.
 - F. **“Bidder ”** means the legal entity which submits a Bid for consideration by City in accordance with the Invitation For Bid.
 - G. **“Bid Packet”** consists of the following documents (1) the Notice of Invitation for Bid, (2) the Summary Sheet, (3) Form #1, (4) Form #2, (5) Form #3, (6) Form #4, (7) Form #5, (8) Form #6, (9) the Instructions, Terms and Conditions for Bidders, (10) Special Requirements, (11) Technical Specifications, and (12) Exhibit A.
 - H. **“Bid Submission Date”** shall mean the last date by which the City will accept Bids for an Invitation For Bid.
 - I. **“City”** shall mean the City of Tulsa, Oklahoma.
 - J. **“Days”** shall mean calendar days unless specified otherwise.
 - K. **“Primary Seller”** shall mean the Seller whose Bid City selected as the principal supplier of the Goods and/or Services required under this Agreement.
 - L. **“Project Buyer”** shall mean the City’s employee assigned to serve as the contact person for Bidders/Sellers responding to Invitations For Bid or completing contracts herein.
 - M. **“Purchasing Division or Office”** shall mean the City of Tulsa’s Purchasing Division, located at 175 East 2nd Street, Suite 865, Tulsa, Oklahoma 74103
 - N. **“Secondary Seller”** shall mean the Seller whose Bid City selected as a back-up supplier in the event the Primary Seller is unable to provide all the Goods and/or Services required.

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- O. “Seller” or “Contractor”** shall mean the Bidder whose Bid City selected and awarded a contract.
- P. “You” or “Your”** shall mean the Bidder responding to this Invitation For Bid or the Seller whose Bid the City selected and awarded a contract.
- Q. “Website”** shall mean the City of Tulsa’s website for the Purchasing Division: www.cityoftulsapurchasing.org.

- 3. QUESTIONS REGARDING INVITATION FOR BID.** Questions regarding any portion of this Invitation For Bid must be submitted in writing (sent by mail, fax or email) to the Project Buyer indicated on the Summary Sheet herein. You should submit questions as early as possible and preferably before the pre-Bid conference. Questions and concerns must be received no later than seven (7) days prior to the Bid Packet due date. Any oral responses to questions before the contract is awarded are not binding on City. At City’s discretion, any information or clarification made to you may be communicated to other Bidders that notified City of their intent to Bid if appropriate to ensure fairness in the process for all Bidders. You must not discuss questions regarding the Invitation For Bid with anyone other than the Project Buyer or other Purchasing Division staff or your Bid may be disqualified, any contract recommendation or Acceptance may be rescinded, or any contract may be terminated and delivered Goods returned at your expense and City refunded any payments made.
- 4. ORAL STATEMENTS.** No oral statements by any person shall modify or otherwise affect the provisions of this Invitation For Bid and/or any contract resulting therefrom. All modifications, addenda or amendments must be made in writing by City’s Purchasing Division.
- 5. EXAMINATION BY BIDDERS.** You must examine the specifications, drawings, schedules, special instructions and the documents in this Bid Packet prior to submitting any Bid. Failure to examine such documents and any errors made in the preparation of such Bid are at your own risk.
- 6. ADDENDA OR AMENDMENTS TO INVITATIONS FOR BID.** City may addend or amend its Invitation For Bid at any time before the Bid Submission Date, and any such addenda or amendments shall become a part of this Agreement. City will attempt to send a notification (by fax or email) of any addenda or amendments to those Bidders who have responded to the City’s Project Buyer of their intent to respond to the Invitation For Bid. However, it is your responsibility to inquire about any addenda or amendments, which will be available from the City’s Purchasing Division and its website. You must acknowledge receipt of any addenda or amendments by signing and returning the Acknowledgment of Receipt of Addenda/Amendments form and attaching it to this Invitation For Bid with your Bid. City may reject any Bid that fails to acknowledge any addenda or amendments.
- 7. SPECIFICATIONS/DESCRIPTIVE TERMS/SUBSTITUTIONS.** Unless the term “no substitute” is used, the City’s references to a brand name, manufacturer, make, or catalogue designation in describing an item in this Bid Packet does not restrict you to that brand or model, etc. The City may make such references to indicate the type, character, quality and/or performance equivalent of the item desired. However, you are required to furnish the exact item described in your Bid unless a proposed substitution is clearly noted and described in the Bid.

The parties recognize that technology may change during the period Bids are solicited and subsequent contracts are performed. Therefore, City may at its option accept changes or substitutions to the specifications for Goods of equal or better capabilities at no additional cost to City. In the case of existing contracts, you shall give City 30 days advance notice in writing of any such proposed changes or substitutions. City shall determine whether such items are acceptable as well as any proposed substitute.

All Goods shall be new unless otherwise so stated in the Bid. Any unsolicited alternate Bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of this Bid, may be considered non-responsive and the Bid rejected.

- 8. PRICES/DISCOUNTS.** Prices shall be stated in the units and quantity specified in the Bid Packet documents. In case of discrepancy in computing the Bid amount, you guarantee unit prices to be correct and such unit prices will govern. Prices shall include transportation, delivery, packing and container charges, prepaid by you to the destination specified in the Specifications. Discounts for prompt payment will not be considered in Bid evaluations, unless otherwise specified. However, offered discounts for prompt payment will be taken if payment is made within the discount period. With respect to some Invitations for Bid the City may request price adjustment Bids for renewal periods. If price adjustments Bids are requested the specifics of that request will be set forth on the Bid
- 9. DELIVERY.** All prices quoted shall be based on delivery F.O.B. Tulsa, Oklahoma or to any other points as may be designated in the Technical Specifications, with all charges prepaid by Seller to the actual point of delivery. Bids must state the number of days required for delivery under normal conditions.
- 10. TAXES.** City is exempt from federal excise and state sales taxes and such taxes shall not be included in the Bid prices.

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- 11. BID SUBMISSION.** The Bid Packet forms must be prepared in the name of Bidder and properly executed by an Authorized Agent with full knowledge and acceptance of all provisions, in ink and notarized. Bids may not be changed or withdrawn after the deadline for submitting Bids (the "Bid Submission Date"). A Bid is an irrevocable offer and when accepted by City (as evidenced by City's execution of the Purchase Agreement) shall constitute a firm contract.
- A. BIDS MUST BE SUBMITTED ONLY ON THE BID PACKET FORMS AND SIGNED BY AN AUTHORIZED AGENT. THE ENTIRE BID PACKET MUST BE RETURNED AS RECEIVED WITH ALL FORMS COMPLETED. YOU MAY ATTACH, AFTER EXHIBIT A, ANY DOCUMENTS NECESSARY TO COMPLETELY AND ACCURATELY RESPOND TO THE REQUEST. BIDS MUST BE IN STRICT CONFORMANCE WITH ALL INSTRUCTIONS, FORMS, AND SPECIFICATIONS CONTAINED IN THIS BID PACKET.**
 - B.** Sealed Bids may be either mailed or delivered, but must be received at:
City of Tulsa – Office of City Clerk
175 East 2nd Street, Suite 260
Tulsa, Oklahoma 74103
 - C.** Bids will be accepted at the above address from 8:00 a.m. to 5:00 p.m., Monday thru Friday except for City holidays. City is not responsible for the failure of Bids to be received by the City Clerk's Office prior to the due date and time.
 - D.** Late Bids will be **rejected**. The Purchasing Agent, in his sole discretion, may make exceptions only for the following reasons:
 1. City Hall closed for business for part or all of the day on the date the response was due;
 2. If the City deems it appropriate due to large-scale disruptions in the transportation industry that may have prevented delivery as required.
 3. If documented weather conditions caused the late delivery. You must provide documentation of such weather to the satisfaction of the Purchasing Agent.
 - E.** **City will not accept faxed Bids**, nor will City accept Bids faxed to the City Clerk, Purchasing Division or Office, or any other City office or employee.
 - F.** City is not responsible for any of your costs in preparing the Bid response, attending a pre-Bid conference, or any other costs you incur, regardless of whether the Bid is submitted, accepted or rejected.
 - G.** All Bids must be securely sealed and plainly marked with the Bid Number, Bid Title, and Bid Opening Date on the lower left corner of the outside of the Bid envelope. Your name and address must also be clearly indicated on the envelope.
 - H.** If submitting multiple options ("Option(s)") to the Invitation for Bid, each will be considered separately requiring each response to be complete and accurate. Each Option must be clearly marked as Option 1 of 3, Option 2 of 3, etc.
 - I.** The number of copies you must submit is listed on the Summary Sheet in the front of the Bid Packet. However, at a minimum, there will be (1) an original, clearly labeled as such in 1" red letters on the Bid Packet cover page, and (2) a copy for City's Purchasing Division, clearly labeled as such in 1" red letters on the Bid Packet cover page. If binders are used, they must also be labeled.
 - J.** Multiple boxes or envelopes are permissible, but must not weigh more than 50 pounds. Each box must be labeled as instructed herein and numbered (i.e., Box 1 of 3; Box 2 of 3). **The original must be in Box #1.**
 - K.** The original and all copies (either paper or electronic) must be identical in all respects. Bids must be completed and submitted in ink or typewritten. Bids written in pencil will be rejected. Any corrections to the Bids must be initialed in ink.
- 12. BID REJECTION OR WITHDRAWAL.**
- A.** City may reject any or all Bids, in whole or in part.
 - B.** **A Bid may be rejected if it contains additional terms, conditions, or agreements that modify the requirements of this Invitation For Bid or attempts to limit Bidder's liability to the City.**
 - C.** A Bid may be rejected if Bidder is currently in default to City on any other contract or has an outstanding indebtedness of any kind to City.
 - D.** City reserves the right to waive any formalities or minor irregularities, defects, or errors in Bids.
 - E.** Bid withdrawal may only be accomplished by an Authorized Agent requesting the withdrawal in person at the City Clerk's office before the City's close of business on the Bid Submission Date.
- 13. BID RESULTS.** A tabulation of Bids received will be made available on the City's Purchasing Division website generally within 5 working days after the Bid Opening Date. After a contract award is recommended to the Mayor, a copy of the Bid summary will be available in the City Clerk's Office. Bid results are not provided in response to telephone or email inquiries.
- 14. PURCHASE ORDER.** In the event that the successful Bid is for an amount less than One Hundred Thousand Dollars (\$100,000), and it is determined by the City to be in the best interests of the City, the City, in its sole discretion, may issue a Purchase Order rather than execute the Purchase Agreement to purchase the Goods. If a Purchase Order is issued, however, the terms of the Bid

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Packet documents, including the Purchase Agreement, will govern the transaction and be enforceable by the City and Bidder/Seller.

15. **CONTRACT AWARD.** If a contract is awarded, it will be awarded to the Bidder that City determines is the lowest secure Bidder meeting specifications. Such Bid analysis will consider price and other factors, such as Bidder qualifications and financial ability to perform the contract, as well as operating costs, delivery time, maintenance requirements, performance data, history of contract relations with City, and guarantees of materials and equipment, as applicable. A complete list of the factors that are considered is set forth in Tulsa Revised Ordinances, Title 6, Ch. 4, §406E. Unless otherwise noted, City reserves the right to award a contract by item, one or more groups of items, or all the items in the Bid, whichever is in City's best interest.
16. **IRS FORM W-9.** If City selects your Bid and awards a contract to you, you will have ten (10) days from notification of the award to provide City with your complete IRS Form W-9.
17. **NOTICE TO PROCEED.** If City accepts your Bid and executes the Purchase Agreement, you shall not commence work until authorized to do so by the Purchasing Agent or his representative. Receipt of a Purchase Order from the City is notice to proceed.
18. **PAYMENTS.** Invoices should be mailed to: City of Tulsa – Accounts Payable
175 East 2nd Street, 8th floor
Tulsa, Oklahoma 74103

Payment will be made Net 30 days after receipt of a properly submitted invoice or the City's Acceptance of the Goods and/or Services, whichever is later, unless City decides to take advantage of any prompt payment discount included in the Bid.

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SPECIAL REQUIREMENTS

1. Irrevocable Offer Period. You understand and acknowledge that the offer submitted as your Bid is firm and irrevocable from the City's close of business on the Bid Submission Date until 365 days after the Bid Opening Date.

2. General Liability/Indemnification. You shall hold City harmless for any loss, damage or claims arising from or related to your performance of the Purchase Agreement. You must exercise all reasonable and customary precautions to prevent any harm or loss to all persons and property related to the Purchase Agreement. You agree to indemnify and hold the City harmless from all claims, demands, causes of action or suits of whatever nature arising out of the Goods, Services, labor, or materials furnished by you or your subcontractors under the provisions of the Bid Packet documents.

3. Liens. Pursuant to City's Charter (Art. XII, §5), no lien of any kind shall exist against any property of City. Bidder shall deliver all goods to City free and clear of liens. Delivery by Seller to City of goods which are subject to liens under the Purchase Agreement shall be a material breach of the Purchase Agreement and all damages and costs incurred by City as a result of the existence of such liens shall be paid to City by Seller. At City's option, City may return such goods to Seller and Seller shall pay the cost of returning such goods and reimburse City for any payments made for such goods.

4. Insurance. If checked "Yes," the following insurance is required: **Yes: x**
 Seller and its subcontractors must obtain at Seller's expense and keep in effect during the term of the Purchase Agreement, including any renewal periods, policies of General Liability insurance in the minimum amounts set forth below and Workers' Compensation insurance in the statutory limits required by law.

Personal injury, each person	\$ 175,000.00
Property damage, each person	\$ 25,000.00
Personal injury and property damage, each occurrence	\$ 1,000,000.00
Workers' Compensation	(Statutory limits)

SELLER'S INSURER MUST BE AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF OKLAHOMA.

Seller's insurance policy and all certificates of insurance must state that the insurer cannot change or cancel coverage without the insurer first giving 30 days written notice to City of such change, cancellation or termination. You will have 10 days after notification that your Bid was selected for contract award by City to provide proof of such coverage. The Certificate of Insurance must be completed with the following information:

- A. Your name
- B. Insurer's name and address;
- C. Policy number;
- D. Liability coverage and amounts;
- E. Commencement and expiration dates;
- F. Signature of authorized agent of insurer;
- G. Invitation For Bid number.

The completed Certificate of Insurance form should be sent to the assigned Project Buyer reflected on the Summary Sheet of this Bid Packet. An endorsement from the insurer must be obtained by Seller which adds City as an Additional Insured to the policy and states that the insurer will provide City with notice thirty days in advance of termination, cancellation or change in the coverage of the policy. The cancellation clause on your certificate must conform to the endorsement. Any conflict between the endorsement and the certificate is a material breach of the Purchase Agreement and can result in the retraction by City of the award of the Bid to Seller

5. Bonding.

A. Bid Bond. If the box is checked "Yes," the Bid Bond is required:

Yes: ___ No: X

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

Yes: ___ No: X

6. References. If the box is checked "Yes," References are required:

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Yes: X

Bidders shall furnish the names, addresses, agreement, telephone numbers, length of services and size of property of a minimum of three- (3) firms or government organizations for which the vendor is currently furnishing or has in the past furnished services. If required, **attach** customer references to bid response using the following format:

CUSTOMER REFERENCES

- COMPANY NAME
- ADDRESS
- CONTACT NAME
- TELEPHONE NUMBER
- DESCRIBE SERVICES PROVIDED
- LENGTH OF TIME PROVIDING SERVICES

7. Repairs required:

It may be necessary to perform some minor repairs in order for the tanks to pass inspection. If the project manager, John Mueller, requests a quote on repairs, submit your response to him based on the labor rates and material markup bid in Exhibit A – Repair Options. The City has the right to award the repair based on your quote or to solicit quotes from other parties.

Any quotes submitted must, at a minimum, include the number of labor hours rates and material with markup as bid . Invoices will follow the same format.

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TECHNICAL SPECIFICATIONS

FOR

TULSA METROPOLITAN UTILITY AUTHORITY

WATER SUPPLY SYSTEMS

CHLORINE BULK STORAGE TANK ROUTINE SERVICE

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LOCATION MAPS

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AB Jewell Water Treatment Plant 18707 E. 21st St., Tulsa, OK 74145.....	WSS-33

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TECHNICAL SPECIFICATIONS
FOR
TULSA METROPOLITAN UTILITY AUTHORITY
WATER SUPPLY SYSTEMS
CHLORINE BULK STORAGE TANK ROUTINE SERVICE

100. INTRODUCTION AND GENERAL SCOPE OF WORK

The service work (project) is located at the Mohawk Water Treatment Plant (WTP) at 3600 Mohawk Boulevard, Tulsa, and the A.B. Jewell Water Treatment Plant (WTP) at 18707 E. 21st St, Tulsa, both as shown on the Location Maps in these TECHNICAL SPECIFICATIONS. Work is to be performed during the time period between November 1, 2010 and April 30, 2011.

100.1 The project requires servicing four (4) 25-ton liquid chlorine bulk storage tanks - two (2) tanks at each treatment plant. The project plan is that only one tank at a time will be taken off line for servicing, with the work alternating between sites; the first tank at one plant will be serviced, then the first tank at the other plant, then the second tank at the first plant, and ending with the second tank at the second plant. The two treatment plants are approximately 15 miles apart.

100.2 Servicing the tanks under this contract shall include detailed exterior and interior inspection (for any corrosion, cracking, or pitting), hydrostatic leak testing, interior cleaning, ultrasonic testing for shell thickness, valve replacement, drying and pressurizing for valve and fitting leak detection, leak sealing, exterior cleaning and touch-up painting as needed, and returning the tanks to service. All work is to be performed in conformance with applicable Chlorine Institute, Inc. guidelines and recommendations, the Oklahoma Boiler and Pressure Vessel Safety Act, SSPC: Society for Protective Coatings Surface Preparation (SP) standards, and in accordance with all applicable local, state, and federal health and safety regulatory requirements.

100.3 Contractor shall retain the services of a National Board qualified pressure vessel inspector to conduct the inspections and certify the tanks.

100.4 Record drawings and specifications of the equipment, and the Operations and Maintenance Manuals containing manufacturers' information, will be available for review at the mandatory pre-bid conference and during the project at the respective treatment plants as needed by the Contractor.

100.5 Prior to disposal of any material or equipment that is City of Tulsa property and removed as part of the contract work, Contractor shall contact the Tulsa Metropolitan Utility Authority (Authority) and explicitly offer to the Authority first right to claim and retain such materials or equipment as City of Tulsa property. Contractor shall be responsible for the disposal of all such equipment and materials not claimed by the Authority.

100.6 The Authority's contact person (also referred to as the "Engineer") is the Water Supply Manager, Water Supply Services Section, Environmental Operations, Public Works Department, 175 E. 2nd Street, Suite 890, Tulsa, Oklahoma, 74103, (918) 596-9858, or his stated designee.

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101. APPLICABLE SPECIFICATIONS

The following list of specification documents, in their latest editions, provide the generally accepted, industry standard guidelines and recommendations for the specific, deliverable work the Contractor shall perform within the scope of work of this project. They are therefore incorporated into these TECHNICAL SPECIFICATIONS by reference as applicable. However, the Contractor shall not consider them the all-inclusive source of information for purposes of performing any or all work relating to these TECHNICAL SPECIFICATIONS.

1. The Chlorine Institute Pamphlet 5 *Bulk Storage of Liquid Chlorine*.
2. The Chlorine Institute Pamphlet 66 *Recommended Practices for Handling Chlorine Tank Cars*.
3. The Chlorine Institute Pamphlet 95 *Gaskets for Chlorine Service*.
4. The Chlorine Institute Pamphlet 166 *Angle Valve Guidelines for Chlorine Bulk Transportation*.
5. ASME Boiler and Pressure Vessel Code, Section V Nondestructive Evaluation.
6. SSPC: The Society for Protective Coatings Standards as applicable for surface preparation and coatings/painting.

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102. QUALIFICATION REQUIREMENTS

102.1 All bidders shall have attended the mandatory pre-bid conference for this project prior to submitting a bid proposal for the project.

102.2 Prior to the award of contract, the successful bidder/contractor shall be licensed according to the requirements of the Oklahoma Boiler and Pressure Vessel Safety Act (40 O.S. § 141.6 and OAC 380:25-13-1) as administered by the Oklahoma Dept. of Labor.

102.3 The Authority will consider only bids from contractors who have been in business for a minimum of eight (8) years and hold membership with the Chlorine Institute's CHLOREP Responders.

102.4 All Contractor and subcontractor personnel shall have received, as appropriate, proper training in chlorine process safety management, chlorine transfer process, and methods for mitigation of incidents involving compressed gasses.

102.5 Contractor and subcontractor personnel performing the work shall have the following certifications where applicable:

1. 29 CFR 1910.120, OSHA 40-Hour HAZWOPER;
2. 29 CFR 1910.146, OSHA Permit Required Confined Space;
3. 29 CFR 1910.132, OSHA Personal Protective Equipment;
4. 29 CFR 1910.134, OSHA Respiratory Protection;
5. National Board of Boiler and Pressure Vessel Inspectors
6. Chlorine handling and safety training.

102.6 All bidders shall provide the following information for qualification with their bid package:

1. Proof that the Contractor and employees hold all applicable licensing and certifications as stated in these QUALIFICATION REQUIREMENTS;
2. A list detailing the qualifications of the Contractor's personnel assigned to perform the service or any part of the service work;
3. Description(s) of any work that will be subcontracted, including a list of qualifications and certifications of subcontracted personnel applicable to the specific trade or service subcontracted.
4. A statement of financial ability to perform the Contract, including an Annual Report and Financial Statement. Contractors holding a valid pre-qualification certificate from the Tulsa Metropolitan Utility Authority in Classification D, Utility Construction, are excluded from providing the Annual Report and Financial Statement.
5. A reference list of at least five (5) projects of similar size and complexity of chlorine tank cleaning and certification work, including the following information:
 - A. Location and dates of service;
 - B. Description of facility and type of service performed;
 - C. Contact name and phone number.
6. Information describing the Contractor's and subcontractors' safety performance and safety programs, and Workers' Compensation Experience Modification Rate (EMR).

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103. SUMMARY OF BID ITEMS

The Basis of Award shall be the total of ten (10) lump sum dollar amounts for the five (5) items 103.1, 103.2, 103.3, 103.4, and 103.5, at each of two (2) treatment plants, and which are summarized below in this section. The bid proposal must include dollar amounts for all ten (10) bid items in order for a bid to be considered responsive. The bid items are for services, as described in these TECHNICAL SPECIFICATIONS, on four (4) 25-ton bulk liquid chlorine storage tanks. Two (2) tanks are located at the Mohawk WTP at 3600 Mohawk Boulevard, Tulsa, and two (2) tanks are located at the A.B. Jewell WTP at 18707 E. 21st St, Tulsa. The bid items are explained in greater detail in Section 104. For clarity, all descriptions refer to a single tank. Pricing on the bid form is in two sections, one for each treatment plant, with a subtotal cost for two tanks at each plant, and a total cost for both plants.

103.1 All materials, labor, equipment, and supervision required for tank emptying, hydrostatic testing, and subsequent draining, cleaning, and preparation for inspection and servicing performed in this contract.

103.2 This bid item includes comprehensive inspection of the tank by a certified pressure vessel inspector and ultrasonic testing for shell thickness.

103.3 All labor, equipment, incidental materials, and supervision required for the removal and replacement of the four (4) angle valves, the one (1) pressure relief valve, the two (2) gas excess flow valves, and the two (2) liquid excess flow valves. The City of Tulsa will provide all replacement valves and gaskets, which are to be of the same type, manufacturer, and model, as the existing valves, unless determined otherwise by the Engineer.

103.4 All materials, labor, equipment, and supervision for tank interior drying, complete dry gas purging, dew point testing, preparation for and returning tank to service.

103.5 All materials, labor, equipment, and supervision required for corrosion removal and touch-up painting as deemed necessary during the pre-bid site visit.

104. SERVICE DESCRIPTIONS AND REQUIREMENTS:

104.1 Tank emptying, hydrostatic testing, and subsequent draining, cleaning, and preparation for inspection:

104.1.1 Prior to contractor beginning this work item, the City's plant operations will, at minimum, prepare the tank for the contracted service by draining the tank to approximately 99% empty, or about 500 pounds of liquid chlorine remaining in the tank.

104.1.2 Contractor shall be responsible for disconnecting the piping to the tank at the hammer unions on the pipes feeding to and from the angle valves, and plugging, capping, or blind flanging all connections to prevent entry of moisture into any of the pipes or fittings.

104.1.3 Contractor shall pull a vacuum on the tank if needed, and remove all remaining liquid and gaseous chlorine from the tank. Contractor shall purge the tank of all chlorine liquid and gas by continuously filling the tank with plant supplied potable water, with a temporary overflow system, and with the vapor extracted from filling the tank being sparged into sodium hydroxide solution. Any excess chlorination of the water shall be neutralized as needed to result in a pH between 6.0 and 9.0. Interruption of the fill process shall not be permitted as this can cause localized corrosion of the tank interior. Contractor shall be responsible for providing all equipment and chemicals necessary to construct the waste gas sparging and removal system.

104.1.4 Once the tank is full, the pressure relieve valve shall be removed and the opening shall be sealed with a blind flange.

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104.1.5 Contractor shall then conduct hydrostatic testing by applying pressure of up to 1½ times the design maximum allowable working pressure (MAWP) of the tank and monitoring the pressure with a calibrated pressure gage for any pressure drop that would indicate tank weakness or leaks. The pressure gage shall be, at minimum, four inch (4") nominal dial size, liquid filled, with accuracy of 1% of full span. Contractor shall be responsible for locating all leaks. All leaks shall be located and sealed, and the hydrostatic pressure test continued until a determination is made on the certifiability of the tank. Certifiability shall be established from the tank's ability to maintain pressure for thirty (30) minutes with a pressure drop of 1.0 % or less being indicated on the gage. Written and signed documentation by the inspector of the successfully sustained pressure reading and recordable pressure drop after 30 minutes shall constitute certification. The excess pressure shall then be relieved.

104.1.6. Upon successful completion of the hydrostatic test, the tank shall be drained without interruption, the pressure plate assembly shall be removed, and the tank cleaned by pressure washing, with all scale, rust, and debris removed from the tank's interior, exterior, and manway surfaces. The discharged cleaning water and sludge shall be directed into a discharge system approved by the plant superintendent or by the Engineer. The pH of all water and sludge discharged must be in the range of 6.0 to 9.0 standard pH units. Contractor shall be responsible for the pH testing and neutralizing if necessary.

Note: The tank is a permit-required confined space, and Contractor is responsible for ensuring that all internal work conforms to *29 CFR 1910.146 Permit Required confined Space*.

104.2 Tank inspection:

104.2.1 Contractor shall have the interior and exterior of the tank inspected by a certified pressure vessel inspector for pits, cracks, and/or corrosion, and provide documentation of inspection results.

104.2.2 A qualified pressure vessel inspector shall measure the shell thickness at designated test point locations utilizing a calibrated ultrasonic thickness measurement device. The inspector shall establish a test point location grid based on the minimum design criteria described in this section. The inspector shall record the thickness readings on a form that shows a representative diagram of the grid design, the test point numbering system used, and which can be used for future reference to ensure periodic thickness testing at the same test point locations. The test grid minimum design criteria are as follows:

- A. The spacing and number of test points shall be sufficient to reveal any substantive difference, or pattern of change, in shell thickness from corrosive etching as a function of chlorine liquid surface level and/or fluctuations of liquid levels within the tank.
- B. There shall be more test points along any given circumference circle, formed from a vertical plane intersecting the tank's cylindrical section, than the number of tests along any given horizontal plane running parallel to the cylindrical axis for the horizontal length of the tank. The number of test points along circumference circles shall be the same for all circles; and the number of test points along any horizontal plane intersecting the shell shall be the same along all horizontal planar intersections.
- C. At a minimum, the test points on each circumference circle on the tank shall be spaced every six inches (6") vertically, corresponding to incremental liquid levels in the tank, and shall be evenly spaced horizontally, as further described below:
 - a. Each tank at the A.B. Jewell WTP has a six-foot (6') diameter and twenty (20) foot length, exclusive of the hemispherical end caps. Testing shall be at liquid level increments of six inches (6") on four (4) circumference circles spaced every five feet (5') symmetrically between the tank ends, and along one

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vertical plane intersecting the center of each tank end:

$(4 \text{ circles} \times 12 \times 2 \text{ points/circle}) + (12 \times 2 \text{ end lines}) = 120 \text{ total test points.}$

- b. Each tank at the Mohawk WTP has a seven-foot (7') diameter and sixteen foot (16') length, exclusive of the elliptical end caps. Testing shall be at liquid level increments of six inches (6") on three (3) circumference circles spaced every five feet (5') symmetrically between the tank ends, and along one vertical plane intersecting the center of each tank end:

$(3 \text{ circles} \times 14 \times 2 \text{ points/circle}) + (14 \times 2 \text{ end lines}) = 112 \text{ total test points}$

Additional test point locations may be tested if deemed advisable, subject to Engineer's recommendation and approval.

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104.3 Removal and replacement of valves:

104.3.1. Contractor shall remove and replace all angle valves, the pressure safety relief valve, the two (2) gas and two (2) liquid excess flow valves, and all gaskets. The City of Tulsa will provide the following replacement valves and gaskets for the contractor to install:

- A) 4 – Angle Valves (Midland Part # A-713-ML)
- B) 1 - Safety Relief Valve (Midland Part # A-14227-ML for the A.B. Jewell plant, and Crosby Part # 1-1/2 JQ-225 for the Mohawk plant)
- C) 2 – Liquid Excess Flow Valves (Midland Part # A-129)
- D) 2 – Vapor Excess Flow Valves (Midland Part # A-128)
- E) 5 – Valve Gaskets (Midland Part # 17-20-GY)
- F) 1 – Pressure Plate Man-way Gasket (Midland Part # 9000-01-PB)
- G) Bolts for pressure plate, flanges, and lead gaskets for fittings and unions.

104.3.2 Contractor shall thoroughly clean all education piping through the pressure plate to the points of disconnection for the servicing work, and inspect for cracks, pitting, and corrosion. Contractor shall clean and inspect the pressure plate and manway gasket sealing surface for any pits, cuts, or corrosion. Contractor shall rebuild the manway assembly using all new valves and gaskets, and prepare it for placement onto the tank. **Only 100% Teflon tape is approved to be used as a pipe thread sealant on any chlorine piping system.**

104.3.2.1 Contractor shall notify the WTP's Maintenance or Operations Supervisor, or Superintendent, prior to mounting new angle valves onto the pressure plate. The contacted supervisor or his/her designee must be present when the valves are mounted to the pressure plate. Angle valves shall be securely fastened to the pressure plate only with the approval of the supervisor or his/her designee.

104.4 Dry gas purging, dew point testing, pressurizing, and leak detection, return to service:

104.4.1 The interior of the tank shall be thoroughly wiped dry by hand with absorbent lint-free cloth and all debris removed to provide a completely clean and dry tank interior.

104.4.2 Prior to replacing the manway assembly, contractor shall remove any remaining visible moisture from the inside tank walls by purging the tank with dry, heated air.

104.4.3 The rebuilt and complete manway assembly shall be fitted on the tank, and the bolts tightened to four hundred fifty (450) ft-lbs of torque.

104.4.4 The tank shall be pressurized with a dry gas purge to bring the tank interior to a thoroughly dry condition. The drying process for the tank, valves, and appurtenances shall follow a procedure that yields the same results as those from the recommendations of Section 8.3.5 Drying of Chlorine Institute Pamphlet 5 *Bulk Storage of Liquid Chlorine*, Edition 7, October 2005, and ensure no moisture remains in any tank parts, valves or fittings subject to chlorine exposure when the entire system is returned to service.

104.4.5 Contractor shall conduct a dew point test to ensure dryness. The test shall achieve a dew point of minus forty (-40) degrees Fahrenheit or lower. Testing and recording is to be performed at 100, 75, 50, and 25 psi. Testing shall be fully documented, including proof of calibration of testing equipment, and approved by Engineer before proceeding. Contractor shall then reconnect all piping to the system.

104.4.6 Contractor shall prepare the tank for return to service by pressurizing the tank with dry air or nitrogen to 90 – 100 psig and testing for leaks with water soap solution around all valve and pipe

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connections, then depressurizing sufficiently to repair any leaks. After leak testing is successful, Contractor shall increase the pressure to 25 psig using chlorine gas from another approved source, and continue testing for leaks with aqua ammonia solution. Contractor shall then increase the pressure to normal operating pressure, hold for one hour, and test all connections for leaks with aqua ammonia solution.

104.4.7 Contractor and plant operations shall coordinate all activities for returning the tank to service. Contractor shall be present and shall perform leak testing with aqua ammonia solution on all serviced parts and connections as the tank is brought on line and until the tank reaches normal operating pressure and temperature. Contractor shall test for leaks using aqua ammonia solution after one hour of operation at operating temperature and pressure.

104.5 Corrosion repair and touch-up painting:

Note: Tank inspection may reveal that work described in this section should be performed before some or all of the work described in the previous section or other previous sections.

104.5.1 Each tank was sandblasted and repainted in the fall-winter of 2005-06. Prospective bidders will have the opportunity to inspect the tanks' and manway exterior surfaces during a site visit at the time of the mandatory pre-bid conference. Bidders are to propose remediation work, e.g., sandblasting and painting as needed.

104.5.2 The exterior of each tank and adjoining pipe shall be inspected for corrosion, rust and failed paint areas. Areas found to be deficient shall be sandblasted to SP-10, inspected for flaws, and painted with paint system specified herein and in strict accordance with manufacturer's instructions. Existing paint on tanks and pipe is lead-free. Exterior paint system shall be AMERCOAT® 68HS 1 coat (2.5 mil min DFT), AMERCOAT® 383HS 1 coat (4.0 mil min DFT), and AMERCOAT® 450HS 1 coat (2.0 mil min DFT), or equal. Paint system shall be approved by Engineer. Paint shall be contractor-supplied. Existing placards, labels, or data nameplates permanently attached to the tank shall be protected during painting.

104.5.3 The discovery of any area(s) on any interior tank surface, or manway surface or manway flange or flange surface that is concealed while the tank is in service during the pre-bid site visit, and which is subsequently determined to need repairs involving machining and/or welding, or replacement at substantial additional cost to Contractor and not explicitly provided for in bid price, shall be promptly brought to Engineer's attention. A repair plan, outside of this bid, will then be arranged with Contractor per Special Instruction #7. All service repairs shall be clearly documented as part of this contract.

104.5.4 Any work that produces sparks or can otherwise be a source of ignition is considered *hot work* requiring a Hot Work Permit. Hot Work Permits will be issued by the WTP's maintenance supervisor in accordance with the permitting procedures found in the Risk Management Plan for the respective WTP. The Contractor shall notify the Maintenance Supervisor about the need for a Hot Work Permit.

105. OTHER REQUIREMENTS

105.1 Contractor shall perform all work fully and timely and in a manner consistent with generally accepted industry standards and practices. Contractor shall comply with all applicable federal, state, and local laws, rules and regulations.

105.2 Contractor shall provide a full twelve (12) month warranty on all workmanship and materials (excluding parts provided by the City of Tulsa). Should any chlorine leaks develop during the warranty period in the manway or piping connections reassembled by Contractor as part of the contract work, Contractor shall immediately cause the

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leak to be fixed at no additional cost to the City. All costs incidental to such additional work shall be the responsibility of the Contractor.

106. SUBMITTALS

106.1 Contractor shall, within 10 days of issuance of Work Order or prior to beginning any work, as appropriate, or upon request, submit three (3) copies of the following items for review and approval as noted:

- A. Work Plan: A comprehensive work plan that clearly shows the work task sequencing plan and task time duration requirements.
- B. Site Safety Plan: This submittal shall be made for each treatment plant and is for information purposes only and does not require approval.
- C. Calibration documentation of the ultrasonic thickness testing device.
- D. Calibration documentation of the dew point testing instrumentation.
- E. Certification of the pressure gage used for the hydrostatic testing.

106.2 Documentation of Services Performed: Contractor shall prepare two reports - one for each treatment plant. Each report shall provide details documenting the substantive work performed on each tank. Documented details shall include, but not be limited to descriptions and parameters of all tests performed and results of the tests, repairs recommended and repairs made, valves replaced including valve types, manufacturer(s), models, and manufacturer's certifications; inspector's certification documents, and recommendations for future maintenance and/or service. Contractor shall furnish to the Engineer three (3) copies of each report. The cost of the reports, including copying, shall be included in the total bid price. All copies shall be submitted within five (5) days of completion of work on the two (2) tanks at the respective plant locations.

106.3 Submittals shall be sent to the following address:

Robert Brownwood, Manager
Water Supply Services Section
175 E. 2nd St., Suite 890
Tulsa, OK 74103

107. PROGRESS MEETINGS

Progress meetings shall be scheduled as needed and as mutually agreeable to the Authority and the Contractor and shall be specified at the pre-work conference. The pre-work conference will constitute the first progress meeting.

108. SECURITY

108.1 The project sites where the bulk storage tank service work is to be performed under this Contract are secured sites. The Contractor shall be responsible for security as described below at the site where work is being

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performed under this Contract.

108.2 Site Access: The Contractor shall respect all existing security measures at the project site, and shall implement the following measures for all work performed under this Contract.

- A. Contractor shall ensure that each Contractor and subcontractor coordinates with the treatment plant's administration for daily worker sign-in procedures. Treatment plant administration is responsible for knowing what personnel are on the property and their general locations at all times.
- B. For each employee the Contractor employs for work at the project site, Contractor shall provide the following information to the Engineer: Name, address, telephone number, length of employment with Contractor.
- C. Contractor shall maintain a log book listing as a minimum the names of all persons admitted to the secured site by the Contractor, the purpose of the site visit, the dates and times of arrival at the site, entry to the secured site, and departure from the site.
- D. Contractor and Authority acknowledge that Contractor shall not solely be responsible for all secured access to the site, that City personnel will have access and will be performing their regular duties pertaining to the operation and maintenance of the site facilities, and that security at the site shall require the cooperation of all persons authorized to access the site for the performance of their work. To the extent the Contractor is responsible for and has control of secured access, Contractor shall restrict site access to only persons essential to the performance or inspection of the work being performed under this Contract.
- E. Contractor shall provide Engineer twenty-four (24) hours advance notification of any delivery of equipment or materials to the site, and shall make arrangements with Engineer to provide for inspection of such delivery.

108.3 Any observation by the Contractor of activity at or associated with the project site that Contractor observes and considers to be unusual or suspicious in nature, or that Contractor believes poses a threat to the integrity or welfare of the project site or associated facilities, shall be duly noted at the time of the observation in the log book identified in item C above. Any such observation shall be immediately reported to the Engineer or plant superintendent or an operations or maintenance supervisor or plant lead operator.

108.4 No statement pertaining to security in these Specifications shall constitute a contract between Contractor and Authority for the performance of security services.

109. SAFETY

Contractor shall be responsible for performing all work under this contract in a safe manner and in compliance with all applicable local, state, and federal safety and health regulations.

109.1 Contractor shall submit a written site safety plan and a comprehensive work plan prior to start of work. Contractor's attention is directed to safety regulations specifically applicable to the work under this contract, particularly but not limited to the following:

109.1.1 The bulk chlorine storage tanks are located in areas regulated by US EPA 40 CFR § 68 Chemical Accident Prevention Provisions, and for which a Risk Management Plan (RMP) is in effect for each site. Contractor shall coordinate with the WTP Superintendent for ensuring all work is performed in accordance with applicable requirements of the plant's RMP.

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109.1.2 All Contractor personnel shall be trained in chlorine process safety management, chlorine transfer process, and methods for mitigation of incidents involving compressed gasses.

109.1.3 Confined Space Entry: The interior spaces of the chlorine bulk storage tanks being serviced under this contract are considered permit-required confined spaces as defined in OSHA regulations 29 CFR 1910.146. Contractor shall be the responsible party for ensuring all work is performed in accordance with all applicable regulatory requirements, including providing all necessary safety equipment including but not limited to Self Contained Breathing Apparatus (SCBA) equipment, tripod, harnesses, and gas monitoring equipment, and all required documentation.

109.2 Fire Prevention and Protection: The Contractor shall take all necessary measures to prevent fire, and shall provide satisfactory fire fighting means at the location of work.

109.3 Condition of Equipment and Materials: All equipment, tools, and appliances, and materials used in connection with the project shall be handled and operated only when they are in safe operating condition and in accordance with a standard safety procedure.

109.4 Combustible - Explosive Atmospheres: Contractor shall determine if any work areas in this contract are considered combustible and explosive spaces for entry, as defined in OSHA regulations, and shall perform all work and employ equipment in accordance with all applicable state and federal labor, safety, and health regulations.

110. PROTECTION OF PROPERTY

110.1 The protection of City, State and Government equipment, fences, gates, signs, and other City property is of prime importance, and if the same be damaged, destroyed or removed, they shall be repaired, replaced, or paid for by the Contractor.

110.2 No valve or other control on any utility main or building service line shall be operated for any purpose by the Contractor.

110.3 In the event the contractor in any way fails to comply with the requirement of protecting, repairing, and restoring of any utility or utility service, the Engineer may, upon forty-eight (48) hours notice, proceed to protect, repair, rebuild or otherwise restore such utility or utility service as may be deemed necessary, and the cost thereof will be deducted from any money due or which may become due the contractor pursuant to the terms of his contract.

111. PROTECTION OF MATERIALS

All materials and equipment delivered to the site of the work shall be adequately housed and protected against damage or deterioration according to standard accepted procedures. The Contractor shall keep his storage yards in good order, arrange his materials neatly, and protect them from damage. Contractor shall have the chlorine unloading station free of materials, equipment, or other obstructions so as not to impede chlorine delivery.

112. CLEAN-UP

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Immediately upon completion of the work at the site location in the contract, the Contractor shall remove all excess materials, equipment, tools, and debris, and restore the site to a condition and in a manner satisfactory to the Engineer.

113. PLACING WORK IN SERVICE

If desired by the Authority, portions of the work may be returned to service when completed, and the Contractor shall give prior access to the work for this purpose, but such use and operation shall not constitute an acceptance of the work.

114. PAYMENT

Contractor's attention is directed to the Sales Tax Exemption Document in these Contract Documents and Specifications. Contractor shall have the option of instructing vendors to directly bill the Authority for materials the Contractor purchases while performing work under the terms of this Contract.

Note: The record drawings and plans and Operations and Maintenance Manuals made available for this project are for information purposes only. The Authority makes no representation or guarantee with respect to the accuracy of any information contained therein. It is the Contractor's responsibility to verify information provided to ensure compliance with equipment performance requirements in accordance with this Contract.

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A.B.Jewell WTP
18707 E.21st St.
Tulsa, OK



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EXHIBIT A
BID FORM INCLUDING DELIVERY AND PRICING

1. Delivery. If your Bid is accepted and a contract is executed, state the number of days you need to deliver the Goods and/or Services:

Number of days for delivery: _____

You must be able to deliver the Goods and/or Services as specified in your Bid. Failure to do so may result in City terminating your contract or canceling the Purchase Order, pursuing collection under any performance bond, as well as any other damages to which it may be entitled in law and in equity.

2. Pricing. You agree to sell City the following Services according to the fixed prices shown below. You must state the total cost necessary to provide all Goods and/or Services, including all shipping F.O.B. Tulsa, Oklahoma (prepaid freight), but excluding all federal excise and state sales taxes from which City is exempt.

Two (2) Bulk Chlorine Tanks at A.B. Jewell Water Treatment Plant				
BID ITEM	DESCRIPTION	UNIT COST (\$)	EACH	TOTAL COST (\$)
103.1J	All materials, labor, equipment, and supervision for tank emptying, hydrostatic testing, draining, cleaning, and preparation for inspection and servicing.	\$	2	\$
103.2J	Comprehensive tank inspection, including ultrasonic testing for shell thickness.	\$	2	\$
103.3J	All labor, equipment, incidental materials, and supervision for removal and replacement of tank valves and gaskets; new valves and gaskets to be provided by City of Tulsa.	\$	2	\$
103.4J	All materials, labor, equipment, and supervision for tank interior drying, complete dry gas purging, dew point testing, preparation for and returning tank to service.	\$	2	\$
103.5J	All materials, labor, equipment, and supervision for corrosion removal and touch-up painting of tank.	\$	2	\$
Subtotal bid price to service the two (2) tanks at the A.B.Jewell WTP:			\$	

Two (2) Bulk Chlorine Tanks at Mohawk Water Treatment Plant				
BID ITEM	DESCRIPTION	UNIT COST (\$)	EACH	TOTAL COST (\$)
103.1M	All materials, labor, equipment, and supervision for tank emptying, hydrostatic testing, draining, cleaning, and preparation for inspection and servicing.	\$	2	\$
103.2M	Comprehensive tank inspection, including ultrasonic testing for shell thickness.	\$	2	\$
103.3M	All labor, equipment, incidental materials, and supervision for removal and replacement of tank valves and gaskets; new valves and gaskets to be provided by City of Tulsa.	\$	2	\$

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103.4M	All materials, labor, equipment, and supervision for tank interior drying, complete dry gas purging, dew point testing, preparation for and returning tank to service.	\$	2	\$
103.5M	All materials, labor, equipment, and supervision for corrosion removal and touch-up painting of tank.	\$	2	\$
Subtotal bid price to service the two (2) tanks at the Mohawk WTP::				\$

Total bid price to service the four (4) tanks at the two (2) water treatment plants:	\$
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REPAIR OPTIONS:

No.	Description	Charge
1	In place machining labor per man hour	_____ /hr
2	Welding labor per man hour	_____ /hr
3	Laborer labor per man hour	_____ /hr
4	Material markup %	_____ %

Bidder may add additional labor rates applicable to project

Bidder's Company Name _____

Authorized Signature Here ▶ _____

Printed Name: _____

[RETURN THIS ENTIRE BID PACKET](#)