

# Invitation for Bid (IFB)

TAC 1233A

**Supplies or Service Requested:**

Inspection, Maintenance & Testing of Bulk Chlorine Tanks

Water and Sewer Department

NIGP Commodity Code(s): 929-74, 830-54

## Solicitation Schedule

EVENT	DATE
IFB Issue Date	05/04/2022
Pre-Bid Conference or Webinar <b>Mohawk Water Treatment Plant, Admin Building, 3600 Mohawk Blvd., Tulsa Ok. 74115</b>	05/18/2021 at 10:00 AM CT <b>Please Enter thru Gate 2 or 3</b>
Deadline for Questions <i>Submitted to assigned buyer via email.</i>	05/18/2022 <i>7 Days prior to IFB due date</i>
Bid Submission Date <i>Either mailed or delivered to City Clerk address. Bids are open the day after the due date.</i>	05/25/2022

If You have any questions or need additional information, contact the Assigned Buyer:

Donny Tiemann, Senior Buyer | dtiemann@cityoftulsa.org  
*All questions should be emailed with IFB / TAC 1233A on the subject line.*

**Submit Bids (sealed) to:**

City of Tulsa – City Clerk’s Office  
 175 E. 2<sup>ND</sup> St., Suite 260  
 Tulsa, OK 74103

*Bids (2 total: 1 original, 1 copy) must be sealed and either mailed or delivered. Write the Bid Number, Supplies or Service Requested (as listed above), and Bid Opening Date on the lower left corner of the outside of Your Bid envelope. Feel free to use included packing slip. No faxed or emailed Bids will be considered. Barring certain circumstances (Section III-5), Bids received after the stated date and time **will not be accepted and will be returned to the Bidder unopened.***



## I. STATEMENT OF PURPOSE:

### 1. Overview and Goals

This Invitation for Bid (IFB / TAC) is being issued by the City of Tulsa to secure a source for the Inspection, Maintenance & Testing of the Bulk Chlorine Tanks at Mohawk Water Treatment Plant and AB Jewell Water Treatment Plant for the Water and Sewer Department.

### 2. Term of Contract

The City intends to award a one-year annual contract. The City may offer the Seller the opportunity for additional one-year terms. The City also reserves the right to make multiple or partial awards. To do business with the City, You must agree to the terms and conditions of the City's standard Purchase Agreement, indicated by Your Authorized Agent's signature on the Purchase Agreement.

The entire Invitation for Bid (IFB) including any additional information submitted by Bidder and Accepted by City will be included as part of the Agreement between Seller and City. **All sheets of this IFB (including Sections I-V) must be submitted.**

Capitalized terms used in this IFB and not defined in the Agreement shall have the meanings as ascribed to them in Title 6, Chapter 4 of the Tulsa Revised Ordinances found at [https://library.municode.com/ok/tulsa/codes/code\\_of\\_ordinances?nodeId=CD\\_ORD\\_TIT6FIDE\\_CH4PU](https://library.municode.com/ok/tulsa/codes/code_of_ordinances?nodeId=CD_ORD_TIT6FIDE_CH4PU)

### **Authorized Agent**

Several parts of the Bid (Affidavits, Purchase Agreement) must be signed by an “**Authorized Agent.**” An 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. For instance, under Oklahoma law, the Authorized Agent for each of the following types of entities is as stated below:

- **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.
- **General Partnerships** – any partner can sign to bind all partners.
- **Limited Partnerships** – the general partner must sign.
- **Individuals** – no additional authorization is required, but signatures must be witnessed and notarized.
- **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.
- **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.

## II. SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

### 1. Scope of Work & Introduction

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. All work shall be performed by no later than June 15, 2022 unless authorized by City of Tulsa representative. All work shall be performed during normal business hours on Monday through Friday, except with express written consent from the Plant Superintendent.

100.1 The project requires servicing four (4) 25-ton liquid chlorine bulk storage tanks - two (2) tanks at each water treatment plant. Only one bulk tank at a time will be taken offline for servicing, with the work alternating between sites. The first tank to be serviced will be at the Mohawk WTP. Typically, chlorine bulk tank routine maintenance is scheduled during low-demand season. However, there is an immediate need for inspection and repair to one of the tanks located at the Mohawk site. Services for the remaining three tanks must be performed according to the schedule established at the pre-start meeting, and beginning with a tank at the A.B. Jewell site, followed by the second tank at the Mohawk WTP and ending with the second tank at the A.B. Jewell WTP. 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 Seller 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 Seller.

100.5 Prior to disposal of any material or equipment that is City of Tulsa property and removed as part of the contract work, Seller 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. Seller shall be responsible for the disposal of all such equipment and materials not claimed by the Authority.

100.6 The Authority's contact person is the Water Supply Systems Manager, Water Supply Section, 18707 E 21st St, Tulsa, OK 74134, (918) 596-8037, or their stated designee.

## **101. REFERENCE 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 Seller shall perform within the scope of work of this project. They are therefore incorporated into these TECHNICAL SPECIFICATIONS by reference as applicable. However, the Seller 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.

## **Seller Qualifications**

### **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 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 City of Tulsa will consider only bids from Sellers who have been in business for a minimum of eight (8) years and hold membership with the Chlorine Institute's CHLOREP Responders. **Documentation to support this information must be provided with submission.**

102.4 All personnel working on the project through either the Seller or Seller's Subcontractor 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 Seller 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. 29 CFR 1910.252, OSHA Hot Work Permit
6. National Board of Boiler and Pressure Vessel Inspectors

7. Chlorine handling and safety training.

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

- A. Proof that the Seller and employees hold all applicable licensing and certifications as stated in these QUALIFICATION REQUIREMENTS;
- B. A list detailing the qualifications of the Seller's personnel assigned to perform the service or any part of the service work;
- C. 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.
- D. A statement of financial ability to perform the Contract, including an Annual Report and Financial Statement. Sellers 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.
- E. 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:
  - i. Location and dates of service;
  - ii. Description of facility and type of service performed;
  - iii. Contact name and phone number.
- F. Information describing the Seller's and subcontractors' safety performance and safety programs, and Workers' Compensation Experience Modification Rate (EMR).

**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 at the AB Jewell WTP for each tank. All Labor, equipment, incidental materials, and supervision required for the removal and replacement of the four (4) angle valves, one (1) pressure relief valve, the three (3) gas excess flow valves, and the one (1) liquid excess flow valve at the Mohawk WTP for each tank. 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 Water Supply Manager.

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.

Bids may not be considered, if the following is determined by the City:

- A. Misrepresented any material fact in submitted qualification information
- B. Defaulted in the performance of a contract with the City of Tulsa
- C. Failed to complete satisfactorily the performance of a contract with the City of Tulsa
- D. Failed to execute a contract awarded by the City of Tulsa, or
- E. Ceased to possess any of the qualifications necessary hereunder.

104. SERVICE DESCRIPTIONS AND REQUIREMENTS:

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

104.1.1 Prior to Seller 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 Seller 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 Seller shall pull a vacuum on the tank if needed and remove all remaining liquid and gaseous chlorine from the tank. Seller 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. Seller 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.

104.1.5 Seller 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 gauge for any pressure drop that would indicate tank weakness or leaks. The pressure gauge shall be, at minimum, four inch (4") nominal dial size, liquid filled, with accuracy of 1% of full span. Seller 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 gauge. 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 Seller-provided container for pH testing prior to disposal into a discharge system approved by the plant superintendent or by the Water Supply Manager. The pH of all water and sludge discharged must be in the range of 6.0 to 9.0 standard pH units. Seller shall be responsible for the pH testing and neutralizing if necessary.

Note: The tank is a permit-required confined space, and Seller 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 Seller 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 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 Water Supply Manager recommendation and approval.

#### 104.3 Removal and replacement of valves:

104.3.1 Seller shall remove and replace all angle valves, the pressure safety relief valve, the two (2) gas and two (2) liquid excess flow valves at AB Jewell, the three (3) gas and one (1) liquid excess flow valves at Mohawk, and all gaskets. The City of Tulsa will provide the following replacement valves and gaskets for the Seller to install at each plant:

- 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 or 4 – 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 Seller 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. Seller shall clean and inspect the pressure plate and manway gasket sealing surface for any pits, cuts, or corrosion. Seller 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 Seller shall notify the WTP's Superintendent prior to mounting new angle valves onto the pressure plate. The Superintendent 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 Superintendent 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, Seller 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 of Chlorine Institute Pamphlet 5 *Bulk Storage of Liquid Chlorine*, Edition 8, June 2011, 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 Seller 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 Water Supply Manager before proceeding. Seller shall then reconnect all piping to the system.

104.4.6 Seller 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 connections, then depressurizing sufficiently to repair any leaks. After leak testing is successful, Seller shall increase the pressure to 25 psig using chlorine gas from the adjacent in-service bulk tank and continue testing for leaks with aqua ammonia solution. Seller 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 Seller and plant operations shall coordinate all activities for returning the tank to service. Seller shall be present and shall perform leak testing with aqua ammonia solution on all serviced parts and connections as the tank is brought online and until the tank reaches normal operating pressure and temperature. Seller 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 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 2011-2012. 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 shall 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 Water Supply Manager. Paint shall be supplied by Seller. 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 Seller and not explicitly provided for in bid price, shall be promptly brought to Water Supply Manager's attention. A repair plan, outside of this contract, will then be arranged with Seller. 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. The Seller shall notify the Superintendent about the need for a Hot Work Permit. Hot Work Permits shall be provided by the Seller and shall meet the minimum requirements outlined in OSHA 1910.252 and the City of Tulsa Safety and Health Manual, Section 302.

105. OTHER REQUIREMENTS

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

105.2 Seller 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 Seller as part of the contract work, Seller shall immediately cause the leak to be fixed at no additional cost to the City. All costs incidental to such additional work shall be the responsibility of the Seller.

106. SUBMITTALS

106.1 Seller shall, within 10 days of issuance of Purchase 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. Site safety plans shall include confined space access.
- C. Calibration documentation of the ultrasonic thickness testing device.
- D. Calibration documentation of the dew point testing instrumentation.
- E. Certification of the pressure gauge used for the hydrostatic testing.

106.2 Documentation of Services Performed: Seller 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. Seller shall furnish to the Water Supply 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 The Submittals referenced in Section 106 shall be sent to the following address:

Emily Eagan-Rowe, Water Supply Engineer  
Mohawk Water Treatment Plant  
3600 Mohawk Boulevard  
Tulsa, OK 74115

107. PROGRESS MEETINGS

Progress meetings shall be scheduled as needed and as mutually agreeable to the City of Tulsa Authority and the Seller 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 Seller shall be responsible for security as described below at the site where work is being performed under this Contract.

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

- A. Seller shall ensure that each Seller 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 Seller employs for work at the project site, Seller shall provide the following information to the Water Supply Manager: Name, address, telephone number, length of employment with Seller.
- C. Seller shall maintain a logbook listing as a minimum the names of all persons admitted to the secured site by the Seller, 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. Seller and Authority acknowledge that Seller 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 Seller is responsible for and has control of secured access, Seller shall restrict site access to only persons essential to the performance or inspection of the work being performed under this Contract.
- E. Seller shall provide Water Supply Manager twenty-four (24) hours advance notification of any delivery of equipment or materials to the site and shall make arrangements with Water Supply Manager to provide for inspection of such delivery.

108.3 Any observation by the Seller of activity at or associated with the project site that Seller observes and considers to be unusual or suspicious in nature, or that Seller 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 logbook identified in item C above. Any such observation shall be immediately reported to the Water Supply Manager or plant Superintendent.

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

109. SAFETY

Seller 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 Seller shall submit a written site safety plan and a comprehensive work plan prior to start of work. Seller'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. Seller shall coordinate with the WTP Superintendent for ensuring all work is performed in accordance with applicable requirements of the plant's RMP.

109.1.2 All Seller 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. Seller 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 Seller shall take all necessary measures to prevent fire and shall provide satisfactory firefighting 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: Seller 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 Seller.

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

110.3 In the event the Seller in any way fails to comply with the requirement of protecting, repairing, and restoring of any utility or utility service, the Water Supply Manager 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 Seller 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 Seller shall keep his storage yards in good order, arrange his materials neatly, and protect them from damage. Seller shall have the chlorine unloading station free of materials, equipment, or other obstructions so as not to impede chlorine delivery.

112. CLEAN-UP

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

113. PLACING WORK IN SERVICE

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

**Delivery Requirements**

All prices quoted shall be based on delivery F.O.B. Tulsa, Oklahoma or to any other points as may be designated in the 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.

Absolutely no items over 500lbs. may be directly shipped to the City of Tulsa requiring the City personnel to unload from the shipping truck or trailer. The City of Tulsa carries no responsibility for any damages incurred during an unloading occurrence. All unloading shall be the responsibility of the Seller and/or shipping entity.

### III. BID SUBMISSION INSTRUCTIONS AND INFORMATION

1. **Bidder Registration**: To ensure timely updates and alerts about business opportunities with the City of Tulsa, interested Bidders should register as a Bidder with the City. To register, interested Bidders should complete the City's online vendor registration form ([linked here](#)). If you have any questions, email Jina Djahedian ([jdjahedian@cityoftulsa.org](mailto:jdjahedian@cityoftulsa.org)) or check the City's "Selling to the City" website ([linked here](#)).
2. **Pre-Bid Conference**: If a pre-Bid conference is required, **see the first page for time and location.**

***Attendance Requirement***

- Attendance at the Pre-Bid Conference (in-person or virtual) is required to submit a Bid.
- Attendance is not required to submit a Bid.

3. **Questions and Concerns**: As You prepare Your bid response, You may have questions or points of clarification around this solicitation. Any questions or comments about this Invitation for Bid must be sent via e-mail to the Assigned Buyer (listed on the first page) and be received at least **10 Days prior to the Bid Submission Date**. Please include the IFB bid number (as indicated on the title page) on all communications. Bidders may only communicate with the City through the Assigned Buyer – communication with other City staff could result in disqualification.
4. **Issuing of Addenda**: The City of Tulsa may addend or amend its IFB at any time before the Bid Submission Date. In addition to registering as a Bidder with the City, Bidders can check the "Purchasing Bid Opportunities & Results" page on the City of Tulsa Website for the latest updates ([linked here](#)). Any such amendments shall become a part of the Agreement. You must acknowledge receipt of any Addenda or Amendments by signing and returning the Acknowledgment of Receipt of Addenda/Amendments and including it with Your Information for Bid. City may reject any Bid that fails to acknowledge any Addenda or Amendments.
5. **Submission and Receipt of Bids**: The City requires two completed Invitation for Bids: 1 Original and 1 Copy. Each must be clearly labeled on the front sheet indicating "Original" or "Copy." Use the Document Checklist to ensure your Bid includes all required components. If a copy on electronic media is also required, the box below will be checked.  
Electronic Copy also required.

**Bids must be received no later than 5:00 PM (CST) on the Bid Submission Date (see first page) and delivered to:**

**City of Tulsa - City Clerk's Office  
175 East 2<sup>nd</sup> Street, Suite 260  
Tulsa Oklahoma 74103**

Bids must be sealed and either mailed or delivered. The package, container, or envelope should contain both of Your completed Bids, the original and the copy. Please use the provided label on the last page of this IFB to clearly write the Bidder legal name and Bid number on the outside of the package, container, or envelope. No faxed or emailed Bids will be considered.

Bids received after the stated date and time **will not be accepted**. The time stamp clock located at the City Clerk's Office on the second floor of City Hall at 175 East 2nd Street, Suite 260, Tulsa, Oklahoma, 74103 is the City of Tulsa's official bid clock for this IFB. Timeliness of Bid submittals will be determined using only this clock.

***Exceptions to Timeliness Requirement***

The Purchasing Agent, at his/her sole discretion, may make exceptions only for the following reasons:

- City Hall closed for business for part or all of the day on the date the response was due;
- If the City deems it appropriate due to large-scale disruptions in supply chains and the transportation industry that may have prevented delivery as required;
- And if documented weather conditions caused the late delivery. You must provide documentation of such weather to the satisfaction of the Purchasing Agent.

In the event that the bid submittal is delivered after the time specified and does not meet the exceptions listed above, the Bid will not be accepted and submittal envelope will not be opened.

The City of Tulsa will not be liable for delays in delivery of Bids to the City of Tulsa due to handling by the U.S. Postal Service, or any other type of delivery service. The City of Tulsa reserves the right to postpone the date and time for submittal of Bids at any time prior to the Bid Opening or to delay or reschedule the Bid Opening for its own convenience.

The City of Tulsa reserves the right to cancel, revise, or amend this IFB and associated bidding documents up to the time specified for receipt of Bids.

6. **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 2<sup>nd</sup> Street, 2<sup>nd</sup> Floor, Tulsa, Oklahoma.



## IV. BID EVALUATION AND AWARD

- 1. Bid Evaluation:** The Assigned Buyer and departmental staff will work together to determine the winning bid. Generally speaking, the Bid award will go to the **Lowest Secure Bidder: the Supply or Service that can best meet the City's needs at the lowest cost.** In addition to price and specifications, the Buyer and departmental staff may also evaluate Bidder history and experience, delivery time, maintenance requirements, and performance data, among other factors.
- 2. Bid Rejection or Withdrawal:** The City may reject any or all Bids in whole or in part. Reasons a Bid may be rejected are as set forth in [the City's Purchasing Ordinance](#) and include, but are not limited to the following:
  - A submitted Invitation for Bid does not contain all the necessary materials, signatures, and/or affidavits (listed on the included checklist);
  - The Bid does not meet specifications and requirements in some material way;
  - The Bidder holds outstanding debt to the City;
  - The Bidder adds additional terms and conditions that modify IFB requirements or attempt to limit Bidder's liability to the City.

City reserves the right to waive any formalities or minor irregularities, defects, or errors in Bids. Bid withdrawal, meanwhile, may only be accomplished by having an Authorized Agent request the withdrawal in person at the City Clerk's office before the City's close of business on the Bid Submission Date.

- 3. Bid Award Recommendation and Appeal:** Upon confirming the Bid recommended for selection, the Assigned Buyer will email all participating Bidders a memo announcing the recommended Bid. This email will also share the time, date, and virtual meeting link for the Standard, Specifications, and Award (SSA) committee meeting where the Bid award recommendation will be reviewed.

If approved by SSA, the award recommendation is then sent to the Mayor for the Mayor's final approval. SSA meetings are held Thursdays at 8:30am in the City of Tulsa Council Meeting Room, 175 East 2<sup>nd</sup> Street, 2<sup>nd</sup> Floor, Tulsa, Oklahoma. The meeting will be held on a given Thursday at 8:30am, depending on when the Bid award has been determined. During this meeting, Bidders who are not recommended for award can issue an appeal and ask that the Bid award be reconsidered. Bidders who are not recommended for award can also email the Assigned Buyer prior to the SSA meeting if they have any questions or concerns regarding the award recommendation.

If/when the Bid award is approved by the SSA committee, the City will make available on the City's Purchasing Website a summary of bids received generally within 5 working days after the Bid Opening Date. After a Bid 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. All Bid awards are subject to Acceptance by the City.

**V. BID PROCESSING AND PAYMENT**

- 1. Forms, Notice to Proceed, and Irrevocability of Offer:** If the City Accepts Your Bid, You will have ten (10) Days from notification of the Acceptance to provide a completed IRS form W-9. You cannot start work until authorized to do so by the Purchasing Agent or a representative. Often a purchase order receipt will serve as notice to proceed.

Bidder understands and acknowledges that the offer submitted as the 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. Purchase Order Without Contract:** If the successful Bid is less than One Hundred Thousand Dollars (\$100,000), the City, in its sole discretion, may Accept the Bid upon written approval of the Mayor rather than execute the Purchase Agreement. Instead, the City will purchase the Supplies and/or Services by issuing a purchase order. In any event, the terms of this Invitation for Bid will govern the transaction and be enforceable by the City and Bidder.

- 3. Payments:** Invoices should be e-mailed to City of Tulsa – Accounts Payable at:

[apinvoices@cityoftulsa.org](mailto:apinvoices@cityoftulsa.org)

Payment will be made net 30 Days after receipt of a properly submitted invoice or the City’s Acceptance of the Supplies or Services, whichever is later.

- 4. Insurance:** Yes:  No:

Seller and its subcontractors must obtain at Seller’s expense and keep in effect so long as City is purchasing Supplies or Services from Seller pursuant to this Bid, policies of insurance in the minimum amounts set forth below and Workers’ Compensation and Employer’s Liability insurance in the statutory limits required by law.

General Liability: 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 will have 10 Days after notification that its Bid was Accepted by the City to provide proof of coverage. The Certificate of Insurance must be completed with the following information:

- Your name
- Insurer’s name and address
- Policy number
- Liability coverage and amounts
- Commencement and expiration dates
- Signature of authorized agent of insurer

Seller shall not cause any required insurance policy to be cancelled or to permit it to lapse. Failure of the Seller to comply with the insurance requirements may be deemed a breach of the contract.

5. **Bonding:**

Click or tap here to enter text.

6. **Federal Funding:** If the box is checked "Yes," federal funding is involved with this purchase:

Yes:  No:

Click or tap here to enter text.

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

Yes:  No:  If yes, number of references required: 5

Please See Page 5 Section 102.6 Letter E of this document for specific Instructions of what is to be included in the Reference Information that the City of Tulsa is Requiring.

## EXHIBIT A – DELIVERY AND PRICING

**Bidder's Legal Name:** \_\_\_\_\_  
 (Must be Bidder's company name as reflected on its organizational documents, filed with the state in which Bidder is organized)

**Delivery:** If Your Bid is Accepted, state the number of Days You need to deliver the Supplies and/or to begin providing Services: \_\_\_\_\_

You must be able to deliver the Supplies and/or Services as specified in Your Bid. Failure to do so may result in City terminating the Agreement and pursuing collection under any performance bond, as well as seeking any other damages to which it may be entitled in law or in equity.

**Pricing:**

<b>Two (2) Bulk Chlorine Tanks at Mohawk Water Treatment Plant</b>				
BID ITEM	DESCRIPTION	UNIT COST (\$)	EACH	TOTAL COST (\$)
103.1-M	All materials, labor, equipment, and supervision for tank emptying, hydrostatic testing, draining, cleaning, and preparation for inspection and servicing.	\$	2	\$
103.2-M	Comprehensive tank inspection, including ultrasonic testing for shell thickness.	\$	2	\$
103.3-M	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	\$
103.4-M	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	\$
103.5-M	All materials, labor, equipment, and supervision for corrosion removal and touch-up painting of tank.	\$	2	\$
<b>Subtotal bid price to service the two (2) tanks at the Mohawk WTP: (All Costs Must Be Included)</b>			<b>\$</b>	

<b>Two (2) Bulk Chlorine Tanks at A.B. Jewell Water Treatment Plant</b>				
<b>BID ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT COST (\$)</b>	<b>EACH</b>	<b>TOTAL COST (\$)</b>
103.1-J	All materials, labor, equipment, and supervision for tank emptying, hydrostatic testing, draining, cleaning, and preparation for inspection and servicing.	\$	2	\$
103.2-J	Comprehensive tank inspection, including ultrasonic testing for shell thickness.	\$	2	\$
103.3-J	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	\$
103.4-J	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	\$
103.5-J	All materials, labor, equipment, and supervision for corrosion removal and touch-up painting of tank.	\$	2	\$
<b>Subtotal bid price to service the two (2) tanks at the A.B. Jewell WTP: (All Costs Must Be Included)</b>			\$	

<b>Total Bid price to service the four (4) tanks at the two Water Treatment Plants: (All Costs Must Be Included)</b>	\$
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The City does not guarantee any specific quantity or number of purchases, if any, that will be made during the agreement period.

**Annual Price Adjustment.** The prices bid for any Supplies and/or Services shall not increase during the initial term of the Agreement. However, if you anticipate that you will not be able to maintain firm prices for any renewal period, a change in price is allowed if the following conditions are met:

- a. The increase is limited to the change in the Consumer Price Index from BLS Table 1\*\* (web link below) from the prior year or the following fixed percentage: \_\_\_\_\_%.
- b. The City is notified, in writing (mail or email), no later than 30 Days before the initial agreement period or any renewal period ends. Failure to notify City may result in City denying any price increases.

## EXHIBIT B - BIDDER INFORMATION SHEET

**Bidder's Legal Name:** \_\_\_\_\_  
(Must be Bidder's company name as reflected on its organizational documents, filed with the state in which Bidder is organized)

**State of Organization:** \_\_\_\_\_

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

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

**Bidder's Address:** \_\_\_\_\_  
Street City State Zip Code

**Bidder's Website Address:** \_\_\_\_\_

**Sales Contact:**

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

Title/Position: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Contact for Legal Notice:**

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

Title/Position: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**How did you learn about this business opportunity with the City of Tulsa?**

- Email from Assigned Buyer
- City of Tulsa Website
- Tulsa World posting
- Purchasing search engine
- Industry colleague
- Other:

**AFFIDAVIT  
NON-COLLUSION, INTEREST, AND CLAIMANT**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )ss.

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 proposal 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 respond at a fixed price or to refrain from responding,
  - 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.
4. No officer or employee of the City of Tulsa either directly or indirectly owns a five percent (5%) interest or more in the Bidders 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 Bidders business which is less than a controlling interest, either direct or indirect.  
\_\_\_\_\_
5. All invoices to be submitted pursuant to this agreement with the City of Tulsa will be true and correct.
6. That the work, services or material furnished will be completed or supplied in accordance with the plans, specifications, orders, requests 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.

By: \_\_\_\_\_

Signature

Title: \_\_\_\_\_

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

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Notary Commission Number: \_\_\_\_\_

**The Affidavit must be signed by an Authorized Agent and notarized**

## PURCHASE AGREEMENT

(Page 1 of 5)

**INSTRUCTIONS:** Bidder must properly sign and return this document or Bid may be **rejected**. Your signature on this document indicates You have read and understand these terms and conditions and agree to be bound by them.

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

(Bidder's company name as reflected on its organizational documents filed with the state in which Bidder is organized; not simply DBA) (the "Seller").

### WITNESSETH:

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

**IFB/TAC# 1233A – Inspection, Maintenance & Testing Bulk Chlorine Tanks**  
(the "Supplies and/or Services").

WHEREAS, Seller submitted a Bid and desires to provide the Supplies and/or Services to City;

WHEREAS, Seller acknowledges that its signature on this Purchase Agreement constitutes an irrevocable offer to provide the Supplies and/or Services specified in the Agreement and that if Accepted by the City's Mayor, this document will become the contract for such Supplies 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. **Definitions.**
  - a. **"Acceptance" or "Accepts"** with respect to a Bid means either (1) City's execution of the Purchase Agreement, or (2) Mayor's written approval of the Bid award recommendation and issuance of a purchase order on behalf of the City if the purchase is for an amount less than One Hundred Thousand Dollars (\$100,000) and the City determines it is in its best interests.
  - b. **"Acceptance"** with respect to delivery of the Supplies and/or Services shall mean City's written acknowledgment that Seller has satisfactorily provided such Supplies and/or Services as required.
  - c. **"Addenda" "Addendum" or Amendment(s)"** means a clarification, revision, addition, or deletion to the Invitation for Bid by City which will become a part of the agreement between the parties.
  - d. **"Agreement"** consists of the Invitation for Bid and the Purchase Agreement.
  - e. **"Bid Opening Date"** means the date the Bid is opened by the City.
  - f. **"City"** means the City of Tulsa, Oklahoma.
  - g. **"Days"** means calendar days unless otherwise specified.
  - h. **"Invitation for Bid" or "IFB"** consists of the following documents: Notice of Invitation for Bid (Sections I-V, all preceding pages), Bidder Information Sheet, References, Specifications, Affidavit(s), Acknowledgment of Receipt of Addenda/Amendments, Delivery and Pricing
  - i. **"Primary Seller"** means the Seller whose Bid City Accepts as the principal seller of the Supplies and/or Services required.
  - j. **"Purchasing Ordinance"** means Tulsa Revised Ordinances, Title 6, Chapter 4 et seq.
  - k. **"Secondary Seller"** means the Seller whose Bid City Accepts as a back-up seller in the event the primary Seller is unable to provide all the Supplies and/or Services.
  - l. **"Seller"** means the Bidder whose Bid City Accepts.
  - m. **"Specifications"** means the technical and/or performance requirements for the Supply or Service.
  - n. **"You" or "Your"** means the Bidder responding to this Invitation for Bid or the Seller whose Bid the City Accepts.
  - o. **"Website"** means the City of Tulsa's website for the Purchasing Division: [www.cityoftulspurchasing.org](http://www.cityoftulspurchasing.org)
2. **Order of Precedence.** Capitalized terms used but not defined herein will have the respective meanings given to them in the Purchasing Ordinance. In the event of conflicting or ambiguous language between this Purchase Agreement, any of the other Agreement documents, and additional information submitted by the Seller and Accepted by City, the parties shall be governed first according to this Purchase Agreement, second according to the remainder of the documents included in the Agreement and third according to any additional information submitted by Seller and Accepted by City.
3. **Purchase and Sale.** Seller agrees to sell City the Supplies and/or Services for the price and upon the delivery terms set forth on Exhibit A – Delivery and Pricing. City agrees to pay Seller the price as set forth in Exhibit A based on (a) the quantity actually purchased in the case of Supplies and/or Services priced by unit, or (b) the total price for a stated quantity of Supplies and/or Services, upon (i) delivery of the Supplies 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.
4. **Term.** The term of the Agreement begins on the date the Mayor/Mayor Pro Tem of the City of Tulsa executes this Purchase Agreement and terminates one year from that date. City in its sole discretion may offer Seller an opportunity to renew this



## PURCHASE AGREEMENT

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Agreement up to an additional four (4) one (1) year term(s). Seller understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Agreement. City's continuing purchase of the Supplies 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 1<sup>st</sup> to June 30<sup>th</sup>) in which City purchases Supplies and/or Services. In the event City does not appropriate or budget sufficient funds to perform this Agreement, this Agreement is null and void without further action by City.

5. **Supplies Warranty.** With respect to all Supplies to be delivered under this Agreement, Seller warrants to City that such Supplies will be of good materials and workmanship and free from defects and will conform to the Specifications provided by City. In addition, Seller shall assure that the Supplies purchased hereunder are covered by all available and applicable manufacturers' warranties for such Supplies and expressly agrees that it will be responsible for performing all warranty obligations set forth in the Specifications for the Supplies.
6. **Services Warranty.** With respect to all Services to be performed under this Agreement, Seller warrants that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and in accordance with the Specifications provided by City.
7. **Warranty Period.** Seller agrees that all warranties set forth herein will remain in effect for a period of one (1) year from the date City Accepts the Supplies and/or Services, or as specified in the Specifications, whichever is later. Seller shall not disclaim or otherwise limit the express warranties set forth herein.
8. **Warranty Remedies.** City shall notify Seller if any of the Supplies and/or Services fails to meet the warranties set forth above. If the failure is with a Supply, then Seller shall promptly correct, repair or replace such Supplies at its sole expense and/or if the failure is with a Service, then Seller shall promptly reperform such Service at Seller's sole expense. Notwithstanding the foregoing, if City determines that such Supplies and/or Services are defective or non-conforming within the first thirty (30) Days after the date of Acceptance by City, then Seller at City's option shall refund the entire purchase price, and, in the case of Supplies, City shall promptly return such Supplies to Seller. Seller shall pay all expenses related to the return of such Supplies to Seller.
9. **Seller Bears Risk.** Seller shall bear the risk of loss or damage at all times until the Acceptance of the Supplies or Services by City.
10. **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. City reserves the right to pursue all legal and equitable remedies to which it may be entitled.
11. **Liability/Indemnification.** Seller shall hold City harmless for any loss, damage or claims arising from or related to its performance of the Agreement. Seller must exercise all reasonable and customary precautions to prevent any harm or loss to all persons and property related to the Agreement. Seller agrees to indemnify and hold the City harmless from all claims, demands, causes of action or suits of whatever nature arising out of the Supplies, Services, labor, or materials furnished by Seller or Seller's subcontractors under this Agreement. In addition, 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.
12. **No 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 Supplies to City free and clear of liens. Delivery by Seller to City of Supplies which are subject to liens shall be a material breach of the Agreement and all damages and costs incurred by City because of the existence of such liens shall be paid to City by Seller. At City's option, City may return such Supplies to Seller and Seller shall pay the cost of returning such Supplies and reimburse City for any payments made for such Supplies.
13. **No Insurance by City.** If City is leasing Supplies 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.).
14. **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 this Agreement or other information provided by Seller pursuant to this Agreement that would be inconsistent with City's compliance with its statutory requirements thereunder.
15. **Compliance with Laws.** Seller shall comply, and ensure its subcontractors used in the performance of this Agreement comply, 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 its subcontractors to be used in the performance of this Agreement are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System. The Status Verification System is

## PURCHASE AGREEMENT

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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](http://www.dhs.gov/E-Verify).

16. **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 City terminates this Agreement, City shall be liable only for payment for Supplies 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.
17. **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.
18. **Right to Audit.** Seller agrees that Seller's books, records, documents, accounting procedures, practices, price lists or any other items related to the Supplies and/or Services provided hereunder are subject to inspection, examination, and copying by City or its designees. City requires Seller 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, Seller shall maintain the records 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.
19. **Notice.** Any notice, demand, or request required by or made pursuant to this Agreement will be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the following:
- |               |  |
|---------------|--|
| i. To Seller: | Contact for Legal Notice as specified on the Bidder Information Sheet. |
| To CITY:      | City Clerk   |
|               | CITY OF TULSA, OKLAHOMA  |
|               | 175 E. 2 <sup>nd</sup> Street, Suite 260                               |
|               | Tulsa, Oklahoma 74103  |
- With a copy to:
- |   |
|---|
| Tulsa Purchasing Division                             |
| 175 E. 2 <sup>nd</sup> Street, 15 <sup>th</sup> Floor |
| Tulsa, OK 74103                                       |
20. **Relationship of Parties.** The Seller is and shall always remain 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 will be deemed to be employees of the City for any purpose whatsoever, and none will be eligible to participate in any benefit program provided 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 will be construed to create a partnership, joint venture, or agency relationship among the parties. No party will have any right, power or authority to act as a legal representative of another party, and no party will 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.
21. **Third Parties.** This Agreement is between City and Seller and creates no right unto or duties to any other person. No person is or will be deemed a third-party beneficiary of this Agreement.
22. **Time of Essence.** City and Seller agree that time is deemed to be of the essence with respect to this Agreement.
23. **Binding Effect.** This Agreement shall be binding upon City and Seller and their respective successors, heirs, legal representatives and permitted assigns.
24. **Headings.** The headings used herein are for convenience only and will not be used in interpreting this Agreement
25. **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.
26. **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

## PURCHASE AGREEMENT

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arbitration of any disputes.

27. **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.
28. **Entire Agreement.** The entire agreement between City and Seller is contained in the Agreement. No verbal agreement between the parties is binding. Any statement of work, quote, invoice, acknowledgment or other communication or other document issued by Seller in connection with this Agreement will be for the purposes of describing in greater detail the Supplies and/or Services (as applicable) to be provided. Seller's rejection or modification of the terms set forth in the City's IFB is void and of no effect, unless any such modification improves upon the City's terms or specifications, in which case the improvement is accepted. Seller understands and acknowledges that if it adds terms and conditions to its Bid that are different from the terms set forth herein that City may reject the Bid as non-responsive.
29. **Amendment/No Assignment.** The 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 Supplies and/or Services without City's prior written consent. Seller shall not be entitled to any claim for extras of any kind or nature.
30. **Multiple Counterparts.** This Purchase Agreement may be executed in several counterparts, each of which will be deemed an original, but which together will constitute one and the same instrument.
31. **Interpretive Matters and Definitions.** The following interpretive matters shall be applicable to this Agreement:
- 30.1 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;
  - 30.2 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;
  - 30.3 Any reference to any applicable laws will be deemed to include all rules and regulations promulgated thereunder and judicial interpretations thereof, unless the context requires otherwise;
  - 30.4 The word "including" means "including, without limitation" and does not limit the preceding words or terms; and
  - 30.5 All words used in this Agreement will be construed to be of such gender, number or tense as circumstances require.
32. **Equal Employment Opportunity.** Seller agrees to comply with all applicable laws regarding equal employment opportunity and nondiscrimination.
33. **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.

## PURCHASE AGREEMENT

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**IMPORTANT NOTE: This document must be signed by Authorized Agent FAILURE TO SUBMIT PROPERLY AUTHORIZED SIGNATURE MAY RESULT IN YOUR BID BEING REJECTED AS NONRESPONSIVE.**

IN WITNESS WHEREOF, this Agreement has been executed in multiple copies on the dates set forth below to be effective during the period recited above.

Seller Company Name: \_\_\_\_\_

**Sign Here ►** \_\_\_\_\_

ATTEST:

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Corporate Secretary

Date: \_\_\_\_\_

**CITY OF TULSA, OKLAHOMA,  
a municipal corporation,**

ATTEST:

By: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Assistant City Attorney

## 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 Invitation For Bid and will become a part of any resulting contract.

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

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**Sign Here ►**

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## BIDDER CHECKLIST

Use this checklist to ensure You have properly read and completed **all** documents listed below. This document (the IFB) contains all the following materials, which must be completed and returned to the City of Tulsa City Clerk's Office in a mailed envelope with the affixed packing label (found on the last page). Each of these documents will form the resulting Agreement between the City of Tulsa and Seller.

Remember: Bids must be sealed and either mailed or delivered. Please use the provided label to clearly write the Bidder legal name and Bid number on the outside of the package, container, or envelope. The package, container, or envelope should contain both of Your completed Bids, the original and the copy. No faxed or emailed Bids will be considered. Bids received after the stated date and time **will not be accepted**.

Bidder's Name: \_\_\_\_\_

<b>BIDDER CHECKLIST</b>		
<b>RESPONDENT DOCUMENTS</b>		<b>INCLUDED?</b>
Notice of Invitation for Bid (Sections I-V, all preceding pages)		
EXHIBIT A: Delivery and Pricing		
EXHIBIT B: Bidder Information Sheet		
Specifications		
References (if applicable)		
Certificate(s) of Insurance (if applicable)		
Affidavits <i>Signatures of Authorized Agent and notarization required</i>		
Purchase Agreement <i>Complete legal name in first paragraph and signature block. Signature by Authorized Agent required.</i>		
Acknowledgment of Receipt of Addenda/Amendments <i>Must be completed and signed by Authorized Agent.</i>		

## PACKING LABEL

### Top Left Corner of Label:

**From: (Name)**  
**Bidder's Legal Name**  
**Street Address**  
**City, State & Zip Code**

### FROM:

**City of Tulsa - City Clerk's Office**  
175 East 2<sup>nd</sup> Street, Suite 260  
Tulsa, OK, 7410

### **Bidder Submission For:**

**BID# TAC 1233A**

**BID DESCRIPTION: Inspection, Maintenance & Testing of Chlorine Tanks**

Please affix this label on the package, container, or envelope containing Your two completed Bids: one labeled "Original," the other labeled "Copy." We recommend that both Bids (original and copy) be sent in the same envelope.

This label ensures that Your Bid will be sent to the correct office (City Clerk's) and that it is associated with the correct Solicitation (indicated by the Bid number). Bids must be sealed and either mailed or delivered to the City Clerk's Office. Bids must also be received no later than 5:00 PM (CST) on date listed on the first page of the IFB.