

Sealed bids will be accepted at the Grand River Dam Authority Administrative Headquarters located at 226 West Dwain Willis Avenue, Vinita, Oklahoma. Bids received after the bid opening time and date will not be opened or considered.

<b>RFQ or RFP Number:</b>	<b>16530</b>
<b>Bid Opening Time &amp; Date:</b>	<b>1/27/2014 2:00 PM CT</b>
<b>Description:</b>	<b>Chemicals &amp; Implementation-Water Treatment Program</b>
<b>Contracting &amp; Acquisitions Agent:</b>	<b>Monica Fowler</b>

***Bids must be enclosed in a sealed envelope or package and addressed as follows:***

**PURCHASING UNIT  
SEALED BID No. 16530  
GRAND RIVER DAM AUTHORITY  
226 WEST DWAIN WILLIS AVE  
VINITA OK 74301**

***Express Mail/Overnight packages must also be addressed as above.***

Bids not addressed as instructed above negate the confidentiality of the sealed bid and, therefore, will be rejected and returned to the bidder without being considered.

All bids responses shall be typewritten or handwritten in ink, and any corrections to bids shall be initialed in ink. Bids and proposals submitted in pencil will not be accepted.

All bids and proposals shall include an original signature of the bidder and shall be accompanied by a properly executed non-collusion affidavit with original signatures and notary seal.

Bid responses are to include payment terms and delivery information. Bids and proposals shall be quoted FOB: Destination/Freight Allowed unless stated otherwise within the Request for Quote. All packaging, handling, shipping and delivery charges shall be included in the unit price quoted for each line item. No exceptions will be granted unless approved by the guidelines of the Chief Financial Officer or designee.

***Fax or e-mail Bids will not be accepted.***

Bidders opting to decline the bid offering are requested to submit a response with a brief explanation.



RFQ # 16530  
CFC

Quotation Due By: 01/27/2014  
Bid Due Time: 2:00:00 PM

REPLY TO:

Monica Fowler  
PURCHASING DEPARTMENT  
Grand River Dam Authority  
226 W DWAIN WILLIS AVE  
PO BOX 409  
VINITA OK 74301  
PHONE: 405-297-9963 x4650  
FAX: 405-840-1390  
EMAIL: mfowler@grda.com

VENDOR INFO:

VENDOR #: 99999.00

NAME: \_\_\_\_\_

CONTACT: \_\_\_\_\_

ADDRESS 1: \_\_\_\_\_

ADDRESS 2: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

EMAIL: \_\_\_\_\_

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

**NOTE:**

- 1.The bid opening date for this RFQ is January 27, 2014. Each bid response must be received by 2:00 pm Central Time so it can be recorded as received prior to the bid opening time.
- 2.The outside envelope for each bid must be marked as "Sealed Bid - RFQ No. 16530 - Chemicals and Implementation of Water Treatment Program". See instructions on the Sealed Bid cover sheet.
- 3.A completed non-collusion affidavit is required and must be submitted with your bid.
- 4.This form must be signed by an authorized representative of your company in the space provided in the lower right hand corner of this form.
- 5.The award to the successful bidder will be based on the lowest and best bid received that meets the specifications listed below and the requirements herein. Preference may be given to E-pay vendors if analysis estimates that such appears to result in a lower cost to GRDA.
- 6.The brand names, model(s), part number(s) provided herein are for comparable quality and identification purposes only and equivalent bids may be submitted.
7. Bid Bond: Any Bid submitted must be accompanied by a certified check or cashiers check of the Bidder, or a bid bond duly executed by the Bidder as principal and having as surety thereon a surety company authorized and registered to do business in Oklahoma and the surety company must also be listed in Federal Circular 570. The Federal Circular may be found at [http://www.fms.treas.gov/C570/c570\\_a-z.html](http://www.fms.treas.gov/C570/c570_a-z.html). The bid bond shall be in the amount equal to five percent (5%) of the total Bid including alternates which shall be deposited with GRDA as a guarantee. Such checks or bid bonds will be returned to all except the three lowest Bidders within three (3) days after the opening of Bids and the remaining checks, or bid bonds will be returned promptly after GRDA and the accepted Bidder have executed the Contract, or if no award has been made within sixty (60) days after the date of the opening of Bids, upon demand of the Bidder at any time thereafter so long as they have not been notified of the acceptance of his Bid.
8. Contract Bonds: The selected Bidder shall be required to provide performance, defect, and payment bonds, or an irrevocable letter of credit, with terms approved by GRDA. Such bonds shall have surety thereon a surety company authorized and registered to do business in Oklahoma and must also be listed in Federal Circular 570. In the event Bidder proposes to use an irrevocable letter of credit, the enclosed form shall be the basis for the letter of credit. Vendor to include costs associated with the bonds to be provided in the bid proposal.
9. The attached Affidavit for Invoice Payment form should not be completed and submitted at the time of bid submission. The awarded vendor shall complete and submit this form with the invoice(s) to GRDA Accounts Payable after shipment of goods/services.
10. All questions and correspondence should be directed to Monica Fowler, Assistant Superintendent of Purchasing in writing by sending an email to mfowler@grda.com no later than January 17, 2014.
11. Vendor to submit one original copy and one "computer readable" version (e.g., CD-ROM, CD-R, etc) of the entire bid proposal.

\*\*\*\*\* Read the General Bidding Instructions attached to this RFQ for further instructions.\*\*\*\*\*

The blanket agreement is for a three (3) year period, commencing February 1, 2014 or date of award, whichever is later and ending January 31, 2017.

This is a firm, fixed price or fixed percent discount, indefinite delivery and indefinite quantity blanket agreement. The GRDA may, or may not, buy the quantity mentioned in this blanket agreement. Any reference to quantity provided in the blanket agreement is an estimate only, and shall not serve to obligate the GRDA to purchase any minimum quantity, nor shall any such reference serve to establish any maximum quantity that the vendor is required to furnish. The vendor must clear all shipments, if applicable, with the GRDA prior to shipping any portion of this blanket agreement. Pricing as submitted shall contain all direct and indirect costs associated with unit price, e.g., insurance, fees, taxes, profit, overhead, general and administrative expenses. All travel expenses to be incurred by the vendor in performance of the blanket agreement shall be included in the total bid price / agreement amount.

The Authority may terminate the contract for default or any other just cause upon a 30 day written notification to the contractor.

**GRDA Visa Payment**

GRDA provides a Visa payment program which invoices payment by a secure Visa account number assigned to the supplier after award of contract. Notification of payments and required invoice information are issued to your designated Accounts Receivable contact by e-mail remittance payment. Preference may be shown during the evaluation process to bidders that agree to accept the Visa payment of invoices. To learn more about the benefits of the Visa payment program, and to obtain answers to FAQ, click or copy and paste the following URL into your browser: [www.bankofamerica.com/epayablesvendors](http://www.bankofamerica.com/epayablesvendors).

Will accept payment by Visa: Yes \_\_\_\_ No \_\_\_\_ (check one)

Visa acceptance signature: \_\_\_\_\_

Designated Accounts Receivable Contact for Visa remittance advices:

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

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

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

CHEMICALS WILL BE ORDERED BY RESULTS DEPARTMENT SUPERINTENDENT ON AN AS NEEDED BASIS. THIS IS AN ESTIMATED USAGE FOR THE THREE YEAR TERM. For recirc water treatment.

LINE ITEM	DESCRIPTION	NUMBER OF UNITS	UNIT OF MEASURE	UNIT PRICE	LINE COST	LEAD TIME
1	Water treatment program: Vendor shall provide water treatment program for the two (2) power plant cooling towers at the GRDA Coal Fired Complex, located near Chouteau, Oklahoma. This program shall be for a three (3) year period, and shall be in accordance with the attached specifications. This replaces Blanket Agreement #28336.			\$ _____	_____	_____
2	PHOSPHONATE PRODUCT: 60% HEDP, BULAB P/ N 7016. Bulab 7016	_____	POUND	_____	_____	_____



# REQUEST FOR QUOTE # 16530

LINE ITEM	DESCRIPTION	NUMBER OF UNITS	UNIT OF MEASURE	UNIT PRICE	LINE COST	LEAD TIME
GRDA Item # 134-0039-000-000						
3	ACRYLATE/SULFONATE COPOLYMER: 75%, BULAB P/N 7034 Bulab 7034	_____	POUND	_____	_____	_____
GRDA Item # 134-0040-000-000						
4	Product, Phosphoric Acid, 75 %, BULAB 9072 Bulab 9072	_____	POUND	_____	_____	_____
GRDA Item # 134-0040-001-000						
5	SODIUM BROMIDE PRODUCT: 40%, BULAB P/N 6040 Bulab 6040	_____	POUND	_____	_____	_____
GRDA Item # 134-0040-003-000						
6	DIMETHYLAMIDE BIOPENETRANT: 90%, BULAB P/N 8007 Bulab 8007	_____	POUND	_____	_____	_____
GRDA Item # 134-0042-000-000						
7	Inhibitor, Corrosion, 50% TTA Copper Bulab 9027	_____	POUND	_____	_____	_____
GRDA Item # 134-0040-002-000						

*NOTE: All prices must be quoted FOB: Destination. All freight charges to delivery point must be included in the unit price quoted for each line item. All packaging, handling, delivery and any other surcharges must also be included in the price quoted for each line item.*

PAYMENT TERMS: \_\_\_\_\_

QUOTE EXPIRATION DATE: \_\_\_\_\_

QUOTATION NUMBER: \_\_\_\_\_

QUOTED BY (please print): \_\_\_\_\_

SHIP TO: Grand River Dam Authority  
COAL-FIRED COMPLEX  
8142 HWY 412B  
4 MI EAST ON HWY 412 & 1 MI NORTH ON HWY 412B  
CHOUTEAU OK 74337

COMPANY NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE OF QUOTE: \_\_\_\_\_

**THIS IS NOT AN ORDER.** We would be pleased to receive your quotation for furnishing the above. This form must be completed **in full** (including signature) and returned by the due date above. You may attach additional pages if necessary. If attached, the Non-Collusion form must be completed and returned with your quotation. **NO PARTIAL SHIPMENTS OR PARTIAL PAYMENTS WILL BE ALLOWED WITHOUT PRIOR APPROVAL.**

All articles purchased hereunder shall be in accordance with the Bidding Procedures and General Terms & Conditions contained on the attached sheets.

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**A Non-Collusion Affidavit shall be included with any competitive bid or contract submitted for goods or services exceeding \$50,000.00, or for any competitive bid or contract submitted for the purpose of repairs and improvements to GRDA facilities exceeding \$5,000.00.**

A. For purposes of competitive bid or contract, being of lawful age and first duly sworn on oath, I certify:

1. I am the duly authorized agent of \_\_\_\_\_, (Company Name) the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state 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 said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder, nor contractor, nor anyone subject to the bidder's or contractor'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 state 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 state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor, whether competitively bid or not, has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

B. The contractor further certifies that no person who has been involved in any manner in the development of said contract while employed by the State of Oklahoma shall be employed to fulfill any of the services provided for under said contract.

C. If any contract pursuant to this bid is for professional services as defined in 74 O.S. § 85.2.25, and if the final product is a written proposal, report or study, the contractor further certifies that (s)he has not previously provided the state agency or any other state agency with a final product that is a substantial duplication of the final product of the proposed contract.

\_\_\_\_\_  
*Authorized Signature*

\_\_\_\_\_  
*Certified this Date*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Title*

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

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

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

**Notary Seal:**

\_\_\_\_\_  
*Notary Public Signature*

*My commission expires:* \_\_\_\_\_

*My commission number:* \_\_\_\_\_

# GENERAL BIDDING INSTRUCTIONS FOR SEALED BIDS



GRAND RIVER DAM AUTHORITY

1. Bids shall be opened by the Purchasing Unit at the Grand River Dam Authority (hereinafter referred to as “GRDA” or “the Authority”) Administrative Headquarters, 226 West Dwain Willis Avenue, Vinita, Oklahoma 74301 on the date (and time, if applicable) shown on the attached RFQ or RFP form. Bids shall be in conformity with these and any additional instructions to bidders and shall be submitted on GRDA’s form. **The RFQ (Request for Quote) or RFP (Request for Proposal) form must be completed in full and signed by the bidder.** If your bid response necessitates additional space, you may attach additional pages; however, the RFQ or RFP form shall be completed, signed and reference the additional pages. All bid responses shall be typewritten or handwritten in ink, and any corrections to bids shall be initialed in ink. Quotations or proposals submitted in pencil shall not be accepted.
2. Sealed bids shall be submitted to the GRDA Purchasing Unit in a properly marked envelope or package, and shall be sealed. The name and address of the bidder shall be printed on the exterior of the envelope or package. The RFQ or RFP number and bid opening date shall be referenced on the face of the sealed envelope or package. Unmarked bids shall be rejected and returned to the bidder. Neither fax nor e-mail submissions shall be accepted for sealed bid requirements, as they negate the confidentiality of the bid. Any bid received via fax or e-mail for a sealed bid requirement shall be rejected and returned to the bidder. Bid opening time extensions shall not be granted. Bids received after the opening time and date shall not be considered. This is a formal bidding procedure with all bid packets recorded upon receipt and held unopened under lock until the bid opening at the time, date and location listed on the RFQ or RFP. At public bid openings, a short description of the item and the bid price will be read. The information shall be recorded on a bid tabulation to be used during the subsequent bid evaluation. Interested bidders may make an appointment to review quotations after an evaluation, recommendation and bid award has been made.
3. **Non-Collusion Certificate:** RFQs or RFPs anticipated to exceed a total amount of \$5,000 shall be accompanied by a Non-Collusion Certificate. This certificate shall be completed by the bidder and include an original signature in ink of an authorized company representative (preferably the bidder) with full knowledge and acceptance of the bid proposal. The Non-Collusion Certificate with original signature shall be mailed with the bid response to the attention of the Contracting & Acquisitions Agent listed on the RFQ or RFP. Purchase orders in excess of \$5,000 will not be released to the successful bidder without receipt of a properly signed certificate for the bid.
4. In the event the unit price and line total extension do not agree, the unit price shall be considered the quoted price accepted for evaluation.
5. **Freight Terms:** All prices shall be quoted FOB: Destination/Freight Allowed. All packaging, handling, shipping and delivery charges shall be included in the unit price quoted for each line item. No exceptions shall be granted unless approved by the guidelines of the GRDA Chief Financial Officer or designee.
6. **Other Surcharges:** Any additional surcharges (such as HazMat charges, fuel surcharges, set-up fees, etc.) shall be included in the unit price quoted for each line item. All additional charges are considered a part of the cost of the goods, and bids shall be evaluated to include these additional charges.
7. **Tax-Exempt Status:** GRDA is an agency of the state of Oklahoma and is specifically exempt from the payment of sales tax by Oklahoma state statute, Title 68 O.S.A. § 1356 (10). An excerpt from the statute shall be furnished upon request.
8. **Questions arising during the bidding process should be submitted in writing to the Contracting & Acquisitions Agent named on the RFQ or RFP.** The GRDA Contracting & Acquisitions Agent shall coordinate a reply from the end user to ensure that all potential bidders are provided the same information. Under no circumstances shall a bidder discuss pricing with any GRDA employee prior to the bid opening.
9. All bids submitted shall be subject to GRDA’s Purchasing Policy and Procedures, General Terms and Conditions, the bidding instructions and specifications, the Oklahoma Open Records Act, other statutory regulations as applicable, and any other terms and conditions listed or attached herein – all of which are made part of this Request for Quote or Request for Proposal.
10. GRDA reserves the right to reject any and all bids, and to contract as the best interests of the Authority may require. GRDA reserves the right to reject any bids that do not comply with the requirements and specifications of the Request for Quote or Request for Proposal. All bid responses become the property of GRDA and are subject to the Oklahoma Open Records Act. GRDA shall endeavor to protect technical information designated by the bidder as proprietary information; however, only technical information (i.e., “trade secrets”) may be considered proprietary – pricing and other non-technical aspects of the quote shall be considered non-proprietary.
11. **“Sole Brand” or “No Sub” Items:** Items with a “Sole Brand” or “No Sub” designation in the description shall be furnished as the specified manufacturer and model/part number. No exception may be taken to the specification, and no alternate shall be accepted. In those cases where a manufacturer has discontinued the specified model/part number, the bidder shall indicate so on the RFQ. If a replacement item is available, the new model/part number shall be indicated on the RFQ form and the price quoted. It shall also be noted whether the replacement item is a direct replacement for the obsolete part number originally requested. If not, or if the specifications differ in any way, the bidder shall explain in detail, and corresponding drawings or descriptive literature shall be included with the quote.

12. **Approved Equivalents:** Unless an item is designated as a “Sole Brand” or “No Sub” item, any manufacturer’s name, brand name, information and/or catalog number listed in a specification is for informational or cross-reference purposes and is not intended to limit competition. Bidders may offer any brand/manufacturer for which they are an authorized representative, provided it meets or exceeds the specification of the listed item. However, if quoting an equivalent product, bidders shall indicate on the RFQ form the manufacturer’s name and part number. Bidder shall also submit any drawings, descriptive literature and specifications for evaluation purposes. Reference to literature submitted with a previous bid shall not satisfy this provision. The bidder shall also provide written confirmation that the proposed equivalent will meet the requested specifications and is not considered an exception. Bids which do not comply with these requirements may be rejected. GRDA warehouses are not permitted to accept any item with a part number differing from that quoted by the bidder. Bids lacking any written indication of intent to furnish an alternate brand, model or part number shall be considered to be in complete compliance with the specifications as listed on the RFQ.
13. **Insurance Certificates:** Any service to be performed that requires the vendor’s employee, vehicle or equipment to be on any GRDA property must be covered by minimum insurance requirements. The workscope to be performed for the Authority shall be evaluated and the minimum insurance requirements shall be provided to prospective bidders with the RFQ or RFP. Evidence of insurance coverage shall be furnished in the form of a Certificate of Insurance, and shall be submitted with the bid response. Bidders shall disclose any subcontractors to be used, and the Authority shall consider the supplier as the single point of contact. The supplier shall assume responsibility for the performance of the subcontractor. Policies shall remain current for the duration of the requested service period, and GRDA shall be notified of any cancellation or revision to policies. Purchase Orders shall not be released to the successful bidder without a current Certificate of Insurance naming GRDA as certificate holder on file. A Memorandum of Insurance shall not be acceptable for this requirement.
14. **MSDS:** Material Safety Data Sheets shall be furnished to GRDA’s Safety Department at the address noted on the PO prior to delivery of items.
15. **Purchase Orders** shall be awarded to the “lowest and best” or “best value” bidder. Line items may be split into multiple orders, taking low items from each respective bidder, or orders may be awarded on an “all or none” basis, whichever is in the best interests of the Authority. Award decisions are further subject to consideration of any additional terms and conditions contained in the bid proposal. Vendor protests must be submitted in writing to the Central Purchasing Unit of GRDA within thirty-six (36) hours of award of Contract or Purchase Order.
16. Successful vendor shall deliver the merchandise or perform the service as quoted. Substitutions or changes without prior approval of the GRDA Contracting & Acquisitions Agent shall be rejected and returned at the vendor’s expense.
17. **Bidder Responsibilities:** Bidders are to transact all phases of the purchasing function directly with the GRDA Contracting & Acquisitions Agent. Bidders are to conduct all written and verbal communication with the Authority through the GRDA Contracting & Acquisitions Agent. Bidders are to conduct negotiations ethically, without attempts to influence through offers of valuable personal gifts or entertainment. Bidders are to make available as requested any technical information which might be of benefit in the bid evaluation.
18. **Supplier List:** The Finance Department maintains a current listing of suppliers with a cross-reference as to products and services offered. Suppliers may have their names added to the list by submitting a completed Vendor Registration/Payee Application, and shall notify the Authority of any update information. If a supplier fails to respond to bid requests after four appropriate solicitations, that supplier may be removed from the active list. Suppliers who do not meet quoted shipping dates or lead times, supply products or services of poor quality, substitute items of unequal quality, continually over-ship or under-ship items, or do not invoice properly may be placed under suspension or disqualified from the active supplier list. Suppliers may voluntarily request to be removed from the supplier database.
19. **Service Contracts:** By submitting a bid for services, the bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes, but is not limited to, the free Employment Verification Program (E-Verify) available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify). This shall remain in effect through the entire term, including all renewal periods, of the contract. The State may request verification of compliance for any contractor or subcontractor. Should the State suspect or find the contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor.



# GENERAL TERMS AND CONDITIONS



Any contract or order issued by the Grand River Dam Authority (hereinafter referred to as GRDA) is expressly conditioned upon Seller's assent to these terms and conditions, unless otherwise agreed in writing. Any order issued or filled by Seller shall be deemed to constitute Seller's assent to these terms and conditions. Any additional or different terms submitted by the Seller are hereby expressly objected to by GRDA unless expressly agreed to in writing by GRDA.

1. Mail or deliver all invoices or correspondence pertaining to the payment of this Purchase Order to: Accounts Payable Department, Grand River Dam Authority, P.O. Box 409, 226 West Dwain Willis Avenue, Vinita, Oklahoma 74301. Seller shall submit invoices, with one copy detailing each item with unit prices, with the top copy being distinguishable as an original, accompanied by one copy of complete shipping papers. If shipment is not made by routing instructions as specified on the face of this Purchase Order, GRDA reserves the right to deduct any excess transportation charges resulting therefrom. Copy of original freight bill must be supplied for payment. Time, in connection with any discount offered, will be computed from date of delivery of items, or from date the correct invoice is received in Vinita, Oklahoma, whichever period of time is the later date. No Oklahoma State Sales or Use Tax shall be included in payment of this Purchase Order.
2. All articles, materials, equipment and supplies (hereinafter referred to as "items") covered by this Purchase Order, unless otherwise specified, are purchased subject to inspection before and during manufacture and upon arrival at destination. GRDA reserves the right to return for full credit and/or refund, at Seller's sole risks and expense, including all transportation and storage charges, all items found defective or furnished contrary to instructions and/or specifications contained herein.
3. In case of default by Seller, GRDA may procure the items or services from other sources and hold Seller responsible for any excess cost occasioned thereby; provided, that if necessity requires the use of items not conforming to specifications, they may be accepted, and payment made at a proper reduction in price. Notwithstanding anything herein to the contrary, GRDA reserves the right to terminate this Purchase Order for its convenience. In the event of such termination, GRDA shall pay and Seller shall accept the reasonable value of all work performed and items delivered by Seller up through the effective date of such termination.
4. Seller warrants that all items covered by this Purchase Order will conform to the specifications, drawings, samples or other description furnished by GRDA, or any revisions thereof, and any items purchased pursuant to this Purchase Order shall be subject to all warranties expressed or implied by law, and will be merchantable of good material and fit and sufficient for the purpose intended, and shall satisfy any performance guarantee requirements as specified herein by GRDA. In the event the items and/or services purchased hereunder do not meet the warranty specified hereinabove, Seller shall promptly repair or replace any defective item at its expense, or re-perform any necessary services, and shall hold GRDA harmless from any and all costs and expenses incurred due to said defective item or performance of services, including the cost for removing any part or product to be repaired or replaced, as well as transportation and installation charges in connection with the repair, replacement or servicing of any parts or equipment. Seller further agrees that the manufacturer's warranties and guaranties of the items purchased hereunder extended to Seller shall extend to GRDA.
5. Seller shall indemnify and hold GRDA harmless from and against any and all loss, costs or expenses arising out of any liens or claims in any way related to the items or services furnished hereunder. Seller shall likewise indemnify and hold GRDA harmless from any patent, trademark or copyright infringement, except items supplied in accordance with design originating with GRDA. Seller shall be an independent contractor. Seller shall protect, defend, indemnify and hold GRDA harmless from any damage or injury to any persons, including Seller's employees or property, and from any claim, demand, action, cost or expense arising out of the activities hereunder as a result of Seller's negligent or intentional wrongful acts. In no event shall Seller's liability be limited under this Purchase Order for the negligent or intentional wrongful acts of the Seller.
6. Seller shall, before any items are shipped and/or any services are commenced, provide GRDA with certificates evidencing that the following minimum insurance will remain in force until Seller's obligations are completed: (a) Workmen's Compensation Insurance, including Employer's Liability Insurance, in accordance with the laws of the state in which Seller may be required to pay compensation; and (b) Public Liability Insurance with an individual limit of not less than \$100,000 and a total for any one accident of not less than \$300,000, unless otherwise specified herein.
7. This Purchase Order (including Seller's right to receive payments hereunder) shall not be assigned or subcontracted in whole or in part without GRDA's prior written consent. No assignment hereof shall relieve this assignor of its obligations hereunder.
8. Service Contracts: By submitting a bid for services, the Bidder certifies that they, and any proposed Subcontractors, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Supplier/Contractor/Consultant/Construction Manager/etc. certifies that it and all proposed Subcontractors, whether known or unknown at the time a contract is executed or awarded, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes, but is not limited to, the free Employment Verification Program (E-Verify) available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify). This shall remain in effect through the entire term, including all renewal periods, of the Contract. The State may request verification of compliance for any Contractor or Subcontractor. Should the State suspect or find the Contractor or any of its Subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.
9. All Items shipped pursuant to this Purchase Order will conform with all municipal, state and federal laws, ordinances and regulations, and Seller will defend and save harmless GRDA from loss, costs or damage by reason of any actual or alleged violation thereof.
10. GRDA hereby notifies Seller that Seller must comply, and by acceptance of this Purchase Order, Seller represents that it has complied with, and will continue to comply with, all applicable federal, state and local laws, regulations or orders.
11. This Purchase Order shall be construed as being performed by both parties in Craig County, Oklahoma, and shall be governed in accordance with the laws of the State of Oklahoma.

*Grand River Dam Authority is an agency of the State of Oklahoma.*

**Administrative Headquarters • 226 West Dwain Willis Avenue • Vinita, Oklahoma 74301 • Phone: 918-256-5545 • Fax: 918-256-1051**

# INSURANCE REQUIREMENT "B"



## MINIMUM INSURANCE REQUIREMENTS

### COMPREHENSIVE GENERAL LIABILITY

Bodily Injury	\$500,000.00 per person \$1,000,000.00 per occurrence
Property Damage	\$1,000,000.00 per occurrence

### COMPREHENSIVE AUTOMOBILE LIABILITY

Should include owned, non-owned and hired autos

Same limits as General Liability

### WORKERS' COMPENSATION

As required by the laws of the State of Oklahoma and Employers' Liability limit of \$100,000.00

**These limits could be satisfied by either primary coverage or a combination of primary and umbrella coverage.**

**A Certificate of Insurance must accompany bids on any work to be performed for GRDA.**

**The Certificate of Insurance must show the name and address of the insured, the GRDA Purchase Order number and/or description of the job to be performed for GRDA, limits of coverage, policy number, effective and expiration dates, etc. The cancellation clause must provide that the Authority is to receive ten (10) days written notice prior to cancellation or to the making of any material change. The successful bidder must inform the insurance agent to submit a revised Certificate of Insurance at renewal of the coverage if the GRDA work will extend until that time.**





# Invoice Affidavit Certification for Payment

(For Projects under the Statutory Amount or Minor Project without a Design Consultant)

Progress Payment

Date of Progress Invoice: \_\_\_\_\_

Final Payment

Date of Final Invoice: \_\_\_\_\_

STATE OF OKLAHOMA )  
 ) Project Name: \_\_\_\_\_  
 ) ss  
COUNTY OF \_\_\_\_\_ ) Project No.: \_\_\_\_\_

**CONTRACTOR OR SUPPLIER – COMPLETE THIS SECTION** (Choose Appropriate Option)

Option 1: Contract Award is Less than \$50,000 and Affidavit Provided in lieu of Statutory Bonds

Affidavit: The undersigned Contractor or Supplier hereby affirms under oath that to the best of my knowledge, information and belief, the Work or Materials covered by this Invoice for Payment has been completed or materials delivered in accordance with the Contract Documents, that all amounts have been paid by the Contractor or Supplier for Work or Materials for which previous Invoices for Payment, if any, were issued and payments received from GRDA, and that current payment shown herein is now due. In accordance with 61O.S., § 1.(C), the Contractor acknowledges that the execution of this affidavit with knowledge that any of the contents of the affidavit are false, upon conviction, shall constitute perjury, punishable as provided for by law.

Option 2: Contract Award is Greater than \$50,000 and Statutory Bonds have been provided

Certification: The undersigned Contractor or Supplier hereby certifies that to the best of my knowledge, information and belief, the Work or Materials covered by this Invoice for Payment has been completed or materials delivered in accordance with the Contract Documents, that all amounts have been paid by the Contractor or Supplier for Work or Materials for which previous Invoices for Payment, if any, were issued and payments received from GRDA, and that current payment shown herein is now due.

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Signature

**(NOTARIZE ONLY IF OPTION 1 ABOVE IS CHECKED)**

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

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

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

**CERTIFICATION OF SUPERVISORY OFFICIAL** (GRDA's Representative)

In accordance with the Contract Documents, based on on-site observations and the data comprising the Invoice for Payment, the Supervisory Official certifies to GRDA that to the best of the Supervisory Official's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified. Attach Copy of Approved Invoice.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

**SPECIFICATIONS FOR WATER TREATMENT PROGRAM  
TWO (2) CIRCULATING WATER SYSTEMS WITH COOLING TOWERS  
GRDA COAL FIRED COMPLEX, CHOUTEAU, OKLAHOMA  
GRAND RIVER DAM AUTHORITY**

General Description

These specifications list bid requirements to provide a complete water treatment program for two (2) circulating water systems each with its own cooling tower. The systems are located at the GRDA Coal Fired Complex, 3 miles east of Chouteau, Oklahoma on U.S. Highway 412. System number one provides cooling to a steam-electric turbine generator unit rated at 490 net megawatts, and system number two provides cooling to a unit rated at 520 net megawatts. Each cooling water system circulates water through a large steam condenser constructed of copper alloy tubing, and also through a highly complex system of steel piping to provide cooling to many vital equipment heat exchangers. Energy absorbed in the circulating water is dissipated in the cooling towers by continuously evaporating a portion of the circulating water. Each cooling tower uses motor drive fans to force circulate air through a Munters type cooling tower fill.

The overall objective of this water treatment program is to chemically treat these water systems to prevent any significant corrosion and scaling of steel and copper alloy materials, and also prevent pluggage of the Munters fill; while fully meeting all appropriate environmental/safety regulations, and minimizing overall cost of the program.

Bidder Qualifications

It is required the successful bidder be highly experienced and expert in providing the specified treatment program, and also have complete and modern technical resources to fully support achievement of the performance requirements of the program. To qualify for consideration, a bidder must have the following minimum qualifications, and provide with their bid written affirmation and documentation that demonstrates that bidder meets these qualifications. Failure to meet qualifications, or to supply the required documentation with bid, shall result in disqualification of bid.

- A. Bidder shall have a minimum of five (5) years successful experience in providing Treatment Programs for power plant circulating water systems greater than 100,000 GPM. Bidder shall submit four power plants (along with contact personnel/phone numbers) meeting this requirement for which Bidder is currently providing the circulating water treatment program. Achievement of an average 3 mills per year or less of corrosion on mild steel is required for each reference plant submitted.
- B. Bidder shall supply documentation of successful treatment programs using an ultra low phosphate/phosphonate program (4 to 6 ppm total phosphate), in a circulating water system great than 100,000 GPM.
- C. Bidder shall have an in-house photo microscopy laboratory with personnel experienced at evaluating corrosion and deposition inducing micro organisms. Bidder shall submit location, staffing, address, telephone number, and name of laboratory manager.
- D. Bidder shall have a complete and modern in-house chemical and metallurgical laboratory specializing in evaluation of water system induced corrosion/deposition. This laboratory shall be staffed by experienced professionals, and shall include atomic absorption analysis, x-ray fluorescence spectrophotometer, x-ray diffraction gas chromatography and ion chromatography. Bidder shall submit location, staffing, address, telephone number and name of laboratory manager.
- E. Bidder's field representative and technical staff shall be highly experienced with application of biocides in power plant cooling system. Bidder shall provide four power plant references where they are currently providing sodium bromide biocide for use in conjunction with chlorination or circulating water systems larger than 100,000 GPM. Bidder shall include name of plant, contact, and telephone number.
- F. Bidder's proposal and bid shall be signed by a company executive officer, and notarized.

### Requirements of Field Representative

Bidder's field representative shall be highly experienced with supervision and direction of similar treatment programs. The field representative shall have a related technical degree, and be capable of training GRDA technicians over specific procedures necessary to support Bidder's treatment program. Bidder shall provide name and qualifications of the proposed field representative for GRDA, and those persons who will directly support this field representative for GRDA. The field representative shall perform and be fully supported in accomplishing the following:

- A. Initial training of plant personnel.
- B. Provide testing procedures.
- C. Provide corrosion coupon racks and corrators for each cooling tower.
- D. Provide sampling devices for microbio deposits.
- E. Cost control calculations/projections.
- F. Emergency response telephone numbers.
- G. Shall visit site weekly for first six weeks of program.
- H. Shall visit two times monthly (minimum) after initial start-up.
- I. Provide a professional typewritten report for each site visit. The report shall include testing performed, feed rate adjustments, projected use of chemicals, and recommendations. Provide a quarterly result report on program performance and cost analysis.
- J. Direct installation of corrosion coupons, corrators, and probes to evaluate each cooling tower on a continuous basis, including monthly analysis of corrosion coupons.
- K. Prior to submitting a bid, the Bidder's field representative shall visit the GRDA Coal Fired Complex to become familiar with all details required to present an informed bid that is suitable for the application and intended purpose.

### Technical Specifications

The circulating water systems at the GRDA Coal Fired Complex have been evaluated over many years, and a satisfactory treatment program established. Bidder shall provide a treatment program that meets the following technical specifications, and no exception, deviation, or alternative proposal is acceptable.

- A. The program shall be designated to achieve a corrosion rate of 3 mills per year on mild steel, and 0.1 mills per year on copper/nickel alloy; both pitting and generalized. Exceedance of 5 mills per year mild steel corrosion during evaluation periods shall result in specific penalties described later in this specification. An ultra low phosphate/phosphonate program shall be the fundamental basis for the treatment effort.
- B. The treatment program shall not result in any significant or noticeable foaming in the cooling towers.
- C. The Bidder shall submit a program for three years, with the cost for each of the three years listed.
- D. The successful Bidder shall be provided advance notice whenever possible, but must have the capability to respond with chemical delivery within five days should the need arise. Chemical deliveries shall be made only when authorized by the GRDA Results Superintendent.
- E. The cooling tower blow-down eventually is discharged to a navigable public river. No aspect of the treatment program shall violate any environmental standard for such an application. No heavy metals such as zinc shall be used in chemical treatment ingredients.
- F. Bidder's treatment program shall be fully described, including manufacturer's product sheets and MSDS's. The product shall include the below listed items as integral and essential components of the proposed program;
  - 1. A 60% HEDP phosphonate product (delivered in bulk shipments; 2,000 gallon plastic tank). The product shall weigh approximately 12.3 pounds per gallon, have pH of 1.0 and be unneutralized. On each shipment a certificate of analysis is required.

2. A 75% phosphoric acid product (delivered in bulk shipments; 2,000 gallon plastic tank). The product shall weigh approximately 13.0 pounds per gallon and have a pH of less than 1.0. A certificate of analysis is required on each shipment.
  3. A 40% form of acrylate/sulfonate copolymer (delivered in bulk shipments; 2,000 gallon plastic tank). The product shall weigh approximately 10.0 pounds per gallon, have a pH of 5.5 and be partially neutralized. A certificate of analysis is required with each shipment.
  4. A 40% sodium bromide product (delivered in bulk shipments; 1,800 gallon plastic tank). The product shall weigh approximately 11.9 pounds per gallon and a certificate of analysis is required with each shipment. Sodium bromide shall be fed at an approximate minimum of 5 gpd and an approximate maximum of 50 gpd with an approximate average of 25 gpd in conjunction with chlorine (supplied by GRDA) and will average 40 minutes every 8 hours to each cooling tower.
  5. A 90% dimethylamide biopenetrant (delivered in bulk shipments; 800 gallon plastic tank). The product shall weigh approximately 7.5 pounds per gallon and should not affect the pH in water.
  6. A 50% TTA Copper corrosion inhibitor (delivered in bulk shipments; 1,800 gallon plastic tank). The product shall weigh approximately 9.9 pounds per gallon and have a pH in excess of 13.0
  7. A feed verification controller or equal with pump for each chemical to each tower shall be provided by the bidder with instruction on feed rates of each chemical.
  8. Bidder shall specify the pH range to be maintained by GRDA (using sulfuric acid), in support of Bidder's proposal. Bidder shall specify the chlorination feed rate and intervals to be maintained by GRDA in support of the program.
  9. Bacteria dip slides or equal for bacteria count will be provided by bidder for bacteria analysis twice/week.
  10. Unit 2 water from the cooling tower is used for approximately 100 days each year when the raw water temp is below 50 degrees F. The usage is approximately 500 GPM and the max concentration has been <4 cycles during this period.
- G. Bidder's proposal shall be based on the following assumptions, and no deviation or alternative is acceptable:
1. Unit 1 Circulation Rate: 179,000 GPM.  
Unit 2 Circulation Rate: 195,000 GPM.
  2. Cooling Tower Blow-Down: 1,000,000 GPD/tower.
  3. 335 Operating days per year.
  4. Each tower shall be run at 4-6 cycles of concentration.

#### Bid Submittal Requirements

Bids shall be returned to GRDA Purchasing Department, PO Box 409, Vinita, Oklahoma, on the specified date. All bids must include required documentation, and the following bid information:

- A. Bidder shall present the bid price/cost per pound of the actual product supplied, for each product.
- B. The percent active ingredients for each product.
- C. The required dosage amount (or feed rate), for each product.

- D. The program annual cost, for each of the three years, including the calculations used to arrive at these costs; and the annual pounds of each product.

#### Performance Remedies

The successful bidder shall be provided 45 days to implement bidder's program. The program shall be evaluated using corrosion coupons. A total corrosion rate of mild steel of greater than 5 mills per year shall result in a performance penalty deduction of \$3,000 from bidder's chemical supply invoice for each month of such unacceptable performance.

In the event the program fails to meet the mild steel performance standard for six months continuously, then at the option of GRDA, the program and purchase order shall be cancelled, and GRDA shall deduct 50% (as performance penalty), from the bidder's chemical supply usage invoices for the six month period. Monthly corrosion coupons shall be evaluated by bidder's laboratory without additional cost to GRDA. In the event of dispute, GRDA and the successful bidder shall select an independent coupon evaluation laboratory, and the cost of such testing shall be shared equally between bidder and GRDA.

In the event the chemical cost for each year of the program exceeds 20% of the bid estimated annual cost, then GRDA shall deduct 50% of this excess amount from bidder's invoices as a performance penalty.

After the 45 day program start-up, representative sections of Munters fill material shall be weighed periodically. In the event the Munters fill sustains a 20% weight gain due to deposition for greater than four months in a row, then GRDA shall deduct \$10,000 from bidder's invoices a performance penalty.

In the event that GRDA operating circumstances contribute to failure to meet any of the described minimum standards, then successful bidder and the GRDA site Superintendent shall agree on a settlement solution satisfactory to GRDA.