



March 16, 2017  
Date

## NOTICE TO BIDDERS

We are requesting bids for the following:

### **BAC COOLING TOWER FILL REPLACEMENT PROJECT**

Attached are the specifications.

Bidders shall state whether the service(s) proposed strictly meet these specifications and if not, they shall list each variation there from.

Sealed bids shall be delivered to the office of the Tulsa County Public Facilities Authority, Southwest Corner of the River Spirit Expo, 4145 East 21<sup>st</sup> Street, Tulsa, Oklahoma 74114 until 11:00 a.m. on April 10, 2017. Bids shall be submitted in an envelope clearly labeled "BAC Cooling Tower Project".

Bids will be opened by the TCPFA in the Expo Square Administrative Office, 4145 East 21<sup>st</sup> Street, Tulsa, Oklahoma, 74114 at 1:00 p.m. on April 10, 2017.

**Affidavit for Filing with Competitive Bid", "Business Relationships Affidavit", "Certification of Nondiscrimination in Employment" and "Affidavit of Compliance" forms must be signed, notarized, and returned with bid or bid will not be accepted.**

Each bid over \$50,000 shall be accompanied by a certified check, cashier's check or bid bond approved by the Authority in an amount of not less than five percent (5%) of the amount of the bid as a guarantee that, if awarded the bid, the bidder will enter into a contract with the Authority for the execution of the above stated work, and in the event of failure to do so, it shall be paid to the Authority in the sum of five percent (5%) of said bid as liquidated damages.

Awarded bidder will be required to provide Maintenance, Performance and Statutory bonds. Both Workman's Compensation Insurance and General Liability Insurance coverage will be required, with limits of not less than \$1,000,000/\$3,000,000/\$1,000,000 with excess umbrella of liability \$1,000,000 and TCPFA as additional insured.



All questions regarding this bid must be directed in writing to Jessica Booth, Purchasing Agent, either by fax or email:

Email: [Jessica@exposquare.com](mailto:Jessica@exposquare.com)  
Fax: 918-744-8725

Questions shall be submitted no later than 12:00 p.m. on April 5, 2017.

The Tulsa County Public Facilities Authority reserves the right to reject any and all bids and waive informalities or minor irregularities in any bid.

Respectfully yours,

A handwritten signature in black ink that reads "Jessica Booth". The signature is written in a cursive style with a large, looped initial "J".

Jessica Booth  
Purchasing Coordinator

**SPECIFICATION  
FOR  
BAC COOLING TOWER FILL REPLACEMENT PROJECT**

**GENERAL:** The Tulsa County Public Facilities Authority is requesting bids for the replacement of the cooling tower fill on the north section of a three section BAC cooling tower located on the Tulsa County Fairgrounds. It is anticipated that the bids will be awarded in the month of April, 2017 with construction beginning as soon as possible. Contractors should note that if the bid exceeds \$50,000.00 then maintenance, performance and statutory bonding will be required in addition to worker's comp and liability insurance. The contractor shall furnish a certificate of Insurance with the bid.

**SCOPE OF WORK:** The contractor shall remove and dispose of all sheet fill and all corresponding brackets removed from the north section of a BAC Series 3000 three section cooling tower. Existing inlet louvers to be left in place and reused. The contractor shall clean all large and loose debris from the basin. The contractor shall assemble and install Evaptech Pultruded Fiberglass fire retardant fill base and install new Evapco type a block fill on top of the assembled base per Evapco Field Assembly procedures. The contractor shall clean up all construction debris from the construction site.

**MATERIALS:**

**FILL:** The heat transfer fill shall be Evapco series 3000 type a, or its approved equal, constructed of polyvinyl chloride (PVC). The fill shall be resistant to rot, decay and biological attack; formed, cross fluted bonded together for strength and durability in block format for easy removal and replacement; suitable for use as a working surface; self-extinguishing with flame spread rating of 5 per ASTM E84-81a; able to withstand continuous operating temperature of 130°F; FABRICATED TO ENSURE WATER BREAKS UP INTO DROPLETS; SPECIALLY TREATED TO RESIST ULTRAVIOLET LIGHT. Provided in glued bundles and shall be no less than 67 sq. ft. of surface area per cubic foot' of volume to prevent capacity de-rate. All glued bundles in the upper layers of fill pack shall have alternating bottom tabs to prevent water damming between layers and promote drainage between layers. All fill bundles on the bottom layer of the fill pack shall have pointed tips to promote better drainage and lessen the static air pressure drop across the fill pack for better performance.

**BAC Cross flow Fill Replacement Kit:** Shall include fill material as outlined above, pultruded fiberglass bottom supports providing a minimum 5 inch clearance between the cold water sump floor and the bottom of the fill, all fill bundles shall be capable of being removed and re-used in order to prove access to all internal sheet metal surfaces and seams to allow for maintenance or repair, all fill kits shall include separate stand-alone drift eliminators with drift loss of 0.002% of the re-circulating water. Fill kit shall include built in air inlet louvers with drainage channels between the built in louver and the heat transfer portion of the fill sheet to reduce circulating water exposure to sunlight, and to allow for treated water flow over the fill at the top of the bundle, and to prevent the build

of calcium carbonate between sheets in the top portion of the fill pack on the air inlets, and the fill kit shall include all intermediate and upper fill supports, and eliminator supports. All supports shall be constructed of pultruded fiberglass. Flexible membrane air seals shall be installed on the air inlet to prevent water from leaking out of the top of the fill bundle, and to prevent air from by-passing the heat transfer section of the fill pack.

**SITE INSPECTION:** Contractors may contact TCPFA Maintenance office at 918-744-1113 ext. 2148 to schedule site visits.

**PRICE:** Shall include all necessary labor, equipment and materials in addition to any required bonds and insurance.

**CONTRACT:** Successful contractor shall be expected to execute a construction contract within 30 calendar days after bid award

**COMPLETION TIME:** \_\_\_\_\_

**PRICE:** \_\_\_\_\_

**CONTRACTOR:** \_\_\_\_\_

**REPRESENTATIVE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_

**EMAIL ADDRESS:** \_\_\_\_\_

TULSA COUNTY PUBLIC FACILITIES AUTHORITY  
AFFIDAVIT FOR FILING WITH COMPETITIVE BID

\_\_\_\_\_, of lawful age, being first duly sworn, on oath says,  
that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding, or with any Tulsa County Public Facilities Authority official or employee as to quantity, quality or price in the prospective contract, or any other terms of said prospective contract; or in any discussions between bidders and any Tulsa County Public Facilities Authority official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

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

\_\_\_\_\_  
NOTARY PUBLIC

My Commission expires \_\_\_\_\_, \_\_\_\_\_

**NOTE:**

Each competitive bid submitted to a county, school district or municipality must be accompanied by this properly completed Affidavit as required by 74 O.S. 1981 § 85.24. Bidder shall be disqualified if Affidavit:

1. Is not properly completed.
2. Does not accompany bid.

**BUSINESS RELATIONSHIPS AFFIDAVIT**

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

\_\_\_\_\_, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

(If none of the business relationships hereinabove mentioned exist, affiant should so state.)

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

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

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

CERTIFICATION OF NONDISCRIMINATION IN EMPLOYMENT

Certification with regard to the performance of Previous Contracts or Subcontracts subject to the Equal Opportunity Clause and the filing of Required Reports:

The bidder\_\_\_\_, proposed subcontractor\_\_\_\_, hereby certifies that he has\_\_\_\_, has not\_\_\_\_, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that he has\_\_\_\_, has not\_\_\_\_, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirement.

\_\_\_\_\_  
(Company)

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

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

**NOTE:** The certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b) (1), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000.00 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U. S. Department of Labor.

**AFFIDAVIT OF COMPLIANCE**

STATE OF OKLAHOMA    )  
  ) ss.  
COUNTY OF TULSA     )

I, the undersigned, of lawful age, upon my oath and subject to the penalties of perjury, state:

1. I am lawful owner of \_\_\_\_\_, and have the authority and knowledge to execute this affidavit on behalf of said company.
2. I certify that my company and I, any employees or agents thereof, or subcontractors hired by me in compliance with 25 O.S. § 1313, and are registered and participating in the Status Verification System.
3. I certify that I understand that 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.com](http://www.dhs.gov/E-Verify.com).
4. I understand that I alone am responsible for ensuring complete compliance with this law and that by submitting a bid for a Tulsa County Public Facilities Authority project I am agreeing to take full responsibility for the same.
5. I certify that my company and I, any employees or agents thereof, or any subcontractors hired by me will indemnify and hold harmless the Tulsa County Public Facilities Authority Board, any and all of Tulsa County Public Facilities Authority's employees, elected officials, divisions and departments for any action brought against them for violation of any federal, state, tribal, county and municipal laws, ordinances, rules and regulations by my company and I, any employees or agents thereof, and any subcontractors hired my me.

\_\_\_\_\_  
Signed by: \_\_\_\_\_  
  Authorized Owner

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

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

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



**BID BOND**

**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned,

\_\_\_\_\_   
 as Principal, and

\_\_\_\_\_   
 As Surety,

are hereby held and firmly bound unto Tulsa County Public Facilities Authority, hereinafter called the Owner, in the sum of

Dollars (\$ \_\_\_\_\_ )

for the payment of which sum, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The condition of the above obligation is such that whereas the Bidder has submitted to the Owner a certain bid which is attached hereto and hereby made a part thereof, to enter into agreement for the:

The condition of this obligation is such that if the Owner shall make any award to the Bidder, according to the terms of the advertised bidding documents of bid made by the Bidder therefore, and the Bidder shall duly make and enter into agreement with the Owner in accordance with the terms of said bid and award and shall, in case of failure so to do, pay to the Owner the damages to which the Owner may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be null and void. Otherwise, it shall be and remain in full force and effect.

Signed, sealed, and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Principal

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

Attest:  
(Affix Corporate Seal)

\_\_\_\_\_  
Corporate Surety

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Title

MAINTENANCE BOND

**KNOW ALL MEN BY THESE PRESENTS:**

That \_\_\_\_\_, as Principal, and \_\_\_\_\_, a corporation organized under the laws of the State of \_\_\_\_\_ and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the Tulsa County Public Facilities Authority, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

in lawful money of the United States of America, said sum being equal to one hundred percent (100%) of the contract price, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**WHEREAS**, the said Principal has constructed certain improvements described as follows:

\_\_\_\_\_  
\_\_\_\_\_

which said improvements have been constructed in compliance with the plans and specifications therefore, made a part of said Contract and on file in the office of the CEO of the Tulsa County Public Facilities Authority, 4145 East 21<sup>st</sup> Street, Tulsa, Oklahoma.

**NOW, THEREFORE, THE CONDITION OF THE THIS OBLIGATION IS SUCH**, that if the said Principal shall maintain said improvements for a period of one year, against any failure due to defective workmanship or materials, said year period to begin with the date of final acceptance of such completed improvements described above, then this obligation shall be null and void, otherwise to remain in full force and effect subject however to the following express provision:

\_\_\_\_\_  
\_\_\_\_\_

MAINTENANCE BOND

Page 2

The Oblige, by and through its proper representative, shall give the Principal and the Surety written notice of all repairs to fulfill the terms of this maintenance guarantee; and the said Principal and Surety shall, after receipt of any such notice, be allowed a reasonable period of time in which to make any such repairs.

**IN WITNESS WHEREOF**, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

Principal:

\_\_\_\_\_

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

ATTEST:

\_\_\_\_\_  
(Seal)

Surety:

\_\_\_\_\_

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

(Seal)

Attorney-in-Fact

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_, as Principal, and \_\_\_\_\_, a corporation organized under the laws of the State of \_\_\_\_\_ and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the Tulsa County Public Facilities Authority, in the penal sum of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$) \_\_\_\_\_) in lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

The condition of this obligation is such that:

WHEREAS, the said Principal entered into a written Contract with the Tulsa County Public Facilities Authority of Tulsa County, Oklahoma dated \_\_\_\_\_, 20\_\_\_\_, for

\_\_\_\_\_ all in compliance with the plans and specifications therefore, made a part of said Contract and on file in the office of the Tulsa County Public Facilities Authority, 4145 East 21<sup>st</sup> Street, Tulsa, Oklahoma.

NOW, THEREFORE, if said Principal shall, in all particulars, well, truly, and faithfully perform and abide by said Contract and each and every covenant, condition, and part thereof and shall fulfill all obligations resting upon said Principal by terms of said Contract and said specifications; and if said Principal shall promptly pay, or cause to be paid, all labor, materials, and/or repairs and all bills for labor performed on said work, whether by subcontract or otherwise, and if said Principal shall protect and save harmless said Tulsa County Public Facilities Authority, from all loss, damage, and expense to life or property suffered or sustained by any person, firm, or corporation caused by said Principal or his or its agents, servants, or employees in the construction of said work, or by or in consequence of any negligence, carelessness or misconduct in guarding or protecting the same, or from any act or omission of said Principal or his or its agents, servants, or employees, and if said principal shall protect and save the Tulsa County Public Facilities Authority, harmless from all suits and claims of

infringement or alleged infringement or patent rights or processes, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in the said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

**IN WITNESS WHEREOF**, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

Principal:

\_\_\_\_\_

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

ATTEST:

\_\_\_\_\_  
(Seal)

Surety:

\_\_\_\_\_

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

(Seal)

Attorney-in-Fact

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_, as Principal, and \_\_\_\_\_, a corporation organized under the laws of the State of \_\_\_\_\_ and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the Tulsa County Public Facilities Authority, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

The condition of this obligation is such that:

WHEREAS, the said Principal entered into a written Contract with the Tulsa County Public Facilities Authority dated \_\_\_\_\_, 20\_\_\_\_\_, for

\_\_\_\_\_ all in compliance with the plans and specifications therefore, made a part of said Contract and on file in the office of the Tulsa County Public Facilities Authority, 4145 East 21<sup>st</sup> Street, Tulsa, Oklahoma.

NOW, THEREFORE, if said Principal shall fail or neglect to pay all indebtedness incurred by said Principal or subcontractors of said Principal who perform work in the performance of such contract, for labor and materials and repairs to and parts for equipment used and consumed in the performance of said Contract within thirty (30) days after the same becomes due and payable, the person, firm, or corporation entitled thereto may sue and recover on this bond, the amount so due and unpaid.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in the said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

**IN WITNESS WHEREOF**, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

Principal:

\_\_\_\_\_

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

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

ATTEST:

\_\_\_\_\_  
(Seal)

Surety:

\_\_\_\_\_

(Seal)

By: \_\_\_\_\_  
Attorney-in-Fact