Complete Bid Package for
SB-2013-19
SANITARY SEWAGE PUMP STATION
CONTROL PANEL AND TELEMETRY

Bid Due:
AUGUST 20, 2013
By 2:00 PM

Submitted By:
Invitation to Bid

The Public Infrastructure Department will open sealed bids for SANITARY SEWAGE PUMP STATION CONTROL PANEL AND TELEMETRY, SB-2013-19, on AUGUST 20, 2013 in the Council Chambers located at City Hall, 104 S. Muskogee Avenue, Claremore, OK, 74017. The results will be publicly read aloud during the bid opening.

A mandatory pre-bid conference is not scheduled for this bid. The City reserves the right to waive informalities in the bids and reject any or all bids for any reason whatsoever at the sole discretion of the City. The successful bidder will be notified in writing.

Please contact Lee Harrison, Staff Accountant, at 918-341-1325 or lharrison@claremorecity.com with any questions or to receive a bid specification package. Packages are also available at http://www.claremorecity.com/bids.aspx
To Whom It May Concern:

You are invited to submit your sealed bids for **SANITARY SEWAGE PUMP STATION CONTROL PANEL AND TELEMETRY**. Specifications are attached hereto and are considered part of the bid package.

Bids will be received in the Council Chambers, 104 S. Muskogee Ave., City of Claremore, and are due by 2:00 PM, “as so indicated by the time stamp clock of City of Claremore”, AUGUST 20, 2013.

Sealed bids will be publicly opened and read by the City of Claremore Staff Accountant or representative at 2:00 PM, AUGUST 20, 2013, at the City Hall Council Chambers, 104 S. Muskogee Ave., Claremore, OK, 74017. You are welcome to attend.

The City of Claremore CPWA reserves the right to accept or reject any or all received bids.

Should you have any questions regarding this bid, please contact Lee Harrison at lharrison@claremorecity.com.

Sincerely,

Lee Harrison

Lee Harrison
Staff Accountant
NOTICE TO BIDDERS

The CPWA requests Bids for: SB-2013-19, **SANITARY SEWAGE PUMP STATION CONTROL PANEL AND TELEMETRY**.

Acceptable candidates are: Established companies regularly engaged in these services.
To receive or view specifications, contact:

Lee Harrison  
104 S. Muskogee Ave.  
Claremore, OK 74017  
Phone: (918) 341-1325  
E-mail: lharrison@claremorecity.com

The City of Claremore CPWA reserves the right to reject any and all bids when such rejection is in the best interests of the City of Claremore. One (1) original and two (2) copies (may be in the same package) of the bid documents should be submitted to one of the following:

Hand or Special Delivery:

City Hall  
Lee Harrison  
Staff Accountant’s Office  
104 S. Muskogee  
Claremore, OK 74017

State on the outside bottom left-hand corner of the bid envelope the following:

<table>
<thead>
<tr>
<th>SB-2013-19</th>
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<tbody>
<tr>
<td>bid on <strong>SANITARY SEWAGE PUMP STATION CONTROL PANEL AND TELEMETRY</strong></td>
</tr>
<tr>
<td>Do not open until <strong>AUGUST 20, 2013</strong> at 2:00 PM</td>
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**Due August 20, 2013 2:00pm**: Proposals must be received on or before the scheduled bid opening to be considered. Proposals received more than ninety-six (96) hours, excluding Saturdays, Sundays and holidays before the time set for opening of bids, as well as bids received after the time set for opening, will not be considered and will be returned unopened.
Public Opening: Bids filed with Central Purchasing shall be publicly opened and read aloud at the time stated above and considered by the Mayor and Council in the following next available Council meeting. The opening of bids will be at the City Hall Council Chambers located at 104 S. Muskogee Ave., Claremore, OK, 74017.

Evaluation/Award: Proposals will be referred to Claremore City staff for evaluation. CPWA reserves the right to reject any and all bids. The successful bidder will be notified in writing.

__________________________________________  ______________________
Signature of Authorized Agent                  Date
1.1 Purpose of the Bid
The bid process is part of a competitive procurement process which will facilitate a fair opportunity for qualified firms to offer their plans and services for consideration. City of Claremore CPWA is currently seeking bids for the purchase of SANITARY SEWAGE PUMP STATION CONTROL PANEL AND TELEMETRY for the Public Infrastructure Department. The City, by means of this bid, invites all qualified bidders to submit bids in accordance with the requirements outlined in this bid. The City anticipates that, based on its review and evaluation of the proposals received pursuant to this bid, it will select a bidder and execute a contract whereby the bidder renders services to the City, in accordance with terms and conditions set forth in the contract. Pricing is to remain effective for a period of 90 days to allow Council to review and accept or reject awarded bid.

1.2 Information about the City of Claremore
The City of Claremore is an innovative community near Tulsa, OK with a population of approximately 18,000 citizens. This progressive, forward-thinking city strives to offer a high quality of life that attracts industrial based businesses and employees seeking small-town charm within a major metropolitan area. The City strives to work with the citizens of Claremore to meet the needs of the community while serving everyone with respect and integrity. The City strives to do so with competence, accessibility, responsiveness, and excellence. The same level of customer service is expected of its business partners. The City is committed to its providing the highest level of amenities for the community and the region and is dedicated to the continuous improvement of its facilities.

1.3 Project Overview
The CPWA (City) is accepting bids for SANITARY SEWAGE PUMP STATION CONTROL PANEL AND TELEMETRY. Delivery of SANITARY SEWAGE PUMP STATION CONTROL PANEL AND TELEMETRY to be settled upon between City of Claremore Public Infrastructure Department Head and Supplier but could begin immediately after the award of Bid.

1.4 City’s Right to Reject
The City reserves the right to accept or reject, in whole or in part, waive informalities, minor irregularities, or substitute items desired if deemed in the best interest of the City, therefore selecting the optimum proposal or issue a new bid. The City of Claremore CPWA and its designees reserve the right to determine whether a proposal is responsive and has the ability and resources to perform the contract in full and comply with the specifications.
Schedule of Events

- Issue bid: JULY 28, 2013
- Proposal due on AUGUST 20, 2013
- Selection of finalists: to follow after Council approval
- Council approval on the next available meeting

~ Section Two ~
Bid Requirements

2.1 Right to Modify, Rescind, or Revoke BID
The City reserves the rights to modify, rescind, or revoke this bid, in whole or in part, and to make awards in a manner deemed in the best interest of the City at any time prior to the August 20, 2013 on which the authorized representative of the City executes a contract with the successful bidder.

2.2 Compliance with BID Requirements
By submission of a bid, a bidder agrees to be bound by the requirements set forth in this bid. The City, at its sole discretion, may disqualify a bidder from consideration, if the City determines a bid is non-responsive and/or non-compliant, in whole or in part, with the requirements set forth in this bid.

2.3 Signature, Certification of Bidder
The proposal must be signed and dated by a representative of the bidder who is authorized to bind the bidder to the terms and conditions contained in this bid and to compliance with the information submitted in the proposal. Each bidder submitting a proposal certifies to both (a) the completeness, veracity, and accuracy of the information provided in the proposal and (b) the authority of the individual whose signature appears on the proposal to bind the bidder to the terms and conditions set forth in this bid. Bids submitted without the required signature shall be disqualified.

2.4 Requirements for Submission
Each bidder shall submit one (1) original – which must be clearly defined as the ORIGINAL – AND (2) TWO COPIES of their proposal. The original shall be clearly readable and preferably prepared on a word processor and formatted in at least 10-point-font. The copies shall be of good, readable quality. The original and (2) two copies of the proposal shall be submitted in a sealed box or envelope, clearly state on the outside, bottom left-hand corner of the package as shown:

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SB-2013-19
bid on SANITARY SEWAGE PUMP STATION
CONTROL PANEL AND TELEMETRY
Do not open until AUGUST 20, 2013 at 2:00pm
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2.5 **Deadline for Proposals**
Proposals must be received by City of Claremore, Staff Accountant’s office in the Finance Department by “2:00 PM on AUGUST 20, 2013”. Any proposal received after expiration of the deadline will be immediately disqualified from consideration. To withdraw a proposal, a written request must be made to the Claremore Staff Accountant prior to the scheduled opening.

2.6 **Risk of Loss, Damage, Delay**
Bidder acknowledges and agrees to release and hold harmless the City of Claremore CPWA, its employees, agents, and personnel, from and against any and all claims, liability, damages, and costs, including court costs and attorneys’ fees, arising out of or pursuant to delivery of the proposal or failure to deliver the bid to the Staff Accountant’s Office of the City of Claremore, as designated in Section 2.5 and 2.6 of this BID. The contractor shall hold the City harmless and shall be liable in the event of injury to City personnel or damage or loss of their property caused by the contractor’s equipment, personnel supplies or material furnished. The City will not be liable for loss or damage caused by fires, lightning, sprinkler leakage, earthquake, severe weather, smoke and smudge, aircraft or motor vehicle damage, strikes, riots and civil disturbance or collapse of building or structures, etc. The City and its personnel shall not be liable for any loss of or damage to contractor property unless due to their fault or negligence.

2.7 **Ownership of Proposals**
All proposals become the physical property of the City of Claremore upon receipt.

2.8 **Use, Disclosure of Information**
Bidders acknowledge that the City of Claremore is a municipality of the State of Oklahoma and all bids become a matter of public record once opened. Bid with information marked “confidential” will be rejected upon discovery of such statement. By submitting a proposal, a proposer specifically assumes any and all risks and liabilities associated with the information contained in the proposal and the release of that information contained in the proposal and the release of that information by the City of Claremore for purposes related to or arising out of the (a) evaluation of bid, (b) selection of a bidder pursuant to the bid process, and (c) negotiation and execution of a contract, if any, with the bidder selected.

2.9 **Costs of Participation**
The City of Claremore CPWA specifically disclaims responsibility and/or liability for any and all cost, expenses, or claims related to or arising out of the bidder’s participation in this bid process, including but not limited to costs incurred as a result of preparing, copying, shipping, presenting, and/or clarifying the bidder and the information relevant to the bid.

2.10 **Compliance with Applicable Laws, Regulations, Ordinances, City of Claremore Policies and Procedures**
By submitting a bid, the bidder agrees to and shall comply with all applicable local, state and federal laws and regulations, as well as with all applicable policies and procedures of the City of Claremore.
~ Section Three ~
Bid Procedures

3.1 Rescission of Bid
A bid can be withdrawn from consideration at any time prior to expiration of the deadline for bid, as stated in Section 2.5 of this bid, pursuant to a written request sent to the City of Claremore Staff Accountant’s Office.

3.2 Request for Electronic Copy
A Bidder may request an electronic copy of the bid package from the City of Claremore Staff Accountant’s Office. Electronic copies are available on the City of Claremore’s website www.claremorecity.com/bids.aspx

3.3 Request for Clarification
The City of Claremore reserves the right to request clarification of any information contained in a bid.

3.4 Questions by Bidders and Addenda
Each bidder shall carefully examine all bid documents and all addenda thereto, and shall thoroughly familiarize themselves with the detailed requirements thereof prior to submitting a proposal. Should a bidder find discrepancies or ambiguities in, or omissions from documents, or should they be in doubt as to their meaning, they shall, at once, and in any event, not later than seven (7) days prior to opening due August 20, 2013, notify the City of Claremore, who will, if necessary, send written addendum to all bidders. The City of Claremore will not be responsible for any oral instructions. All inquiries shall be directed to Lee Harrison, Staff Accountant in writing at lharrison@claremorecity.com.

3.5 Pre-Proposal Conference □ Mandatory ■ Not Mandatory

3.6 Specifications:
Specifications are provided in the SANITARY SEWAGE PUMP STATION CONTROL PANEL AND TELEMETRY SPECIFICATIONS beginning on page 12. Bidder must meet specifications.

3.7 Pricing
Price as an integral component of the proposal is required. If pricing is not included within the returned packet, the packet will be disqualified as incomplete and non-compliant. All prices shall be honored for a period of 90 days to allow council to review and acceptance.

3.8 Payment
The City of Claremore shall pay all invoices Net 30, pursuant to 62 O.S., Section 41.4a, et seq. Payment will not be made on invoices submitted later than six-months (180 days) after delivery of goods and any statute of limitations to the contrary is hereby waived.
4.1 **Bidder Affirmation Clause**

Each Bidder must affirm and incorporate in its Proposal all of the Affirmation set forth in this Section 4.4. If the City of Claremore determines a bidder has submitted a false statement, in whole or in part, in regard to any of these affirmations, then the City of Claremore will disqualify the bidder from consideration and report the false statement as such to the Oklahoma Department of Commerce. Also, the City of Claremore will remove the bidder from the master bidders list of the City. Accordingly, the bidder affirms all of the following, without limitation:

- a. The bidder has not conferred or offered to confer, either directly or indirectly, any benefit whatsoever on a public servant in connection with the submitted proposal or the subject matter of the proposal;

- b. The bidder either is not subject to the payment of franchise taxes to the State of Oklahoma or is not currently delinquent in regard to the payment of franchise tax owed to the State of Oklahoma;

- c. The bidder, individually or acting by and through its officers, principals, employees, contractors, subcontractors, agents, or personnel, has neither (i) violated state or federal antitrust laws nor (ii) communicated any of the contents of the Proposal to its competitors or any other person or entity engaged in such line of business;

- d. The bidder shall defend, indemnify, and hold harmless the City of Claremore, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of the bidder or any agent, employee, subcontractor, or supplier of contractor in the execution or performance of the resulting contract;

- e. The bidder expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to the accessibility by persons with visual impairments. Accordingly, the proposer represents and warrants to the City of Claremore that the technology provided by the bidder for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of:

  1. providing equivalent access for effective use by both visual and non-visual means;

  2. presenting information, including prompts used for interactive communications, in formats intended for both visual and non-visual use; and

  3. being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For purposes of this paragraph, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or Services which would constitute reasonable accommodations under the federal Americans with Disabilities Act or similar state or federal laws. Examples of
methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.

4.2 Insurance Requirements
Contractor shall provide proof of liability insurance before commencing the Work, shall maintain such liability insurance during the duration of this Agreement, and shall not allow such insurance to lapse for any reason. The Contractor shall be responsible for all injuries and losses, both to persons as well as property, which may arise as a result of the contractor's operation. This shall include injuries or loss to contractor's agents, employees or persons under contract with contractor. Additionally, this shall include injuries to and losses by third persons. In conjunction herewith, the contractor shall at all times maintain a general commercial liability policy with limits at no less than $1,000,000 per individual loss, or $1,000,000 aggregate. The provider of such commercial general liability shall be a reputable company authorized to transact business in the State of Oklahoma. Contractor shall furnish City of Claremore a certificate of insurance naming the City of Claremore, Oklahoma, as an additional insured on the General Commercial Liability policy, which shall include a provision that such insurance shall not be canceled without at least thirty (30) days written notice.

4.3 References
Submit with your bid a minimum of three (3) references of whom you have done business of similar size and scope to City of Claremore within the past five (5) years. They must be references who have or are currently using the products specified in your bid. They may be contacted and interviewed with regard to their overall satisfaction of product and your company's performance. Include company, contact, address, phone, fax and email, estimated volume with your company and years serviced.

4.4 Submittal Requirements
Each of the following Products shall be submitted by the bid time mentioned herein in order for the bid will be considered:

1. Completed bid specifications (pages 14-27)
2. Signed and completed Bid Form (page 28)
3. Signed and completed Non-Collusion Affidavit (page 29)
4. Signed and completed W-9 (page 30)
5. Signed and completed Indemnification Agreement (page 31)
6. Signed and completed Notarized Sworn Statement (page 32)
7. Verification of insurance
8. Vendor Background and Qualifications
9. Information requested in Section 4.3 References
Section Five
Evaluation, Selection & Award

5.1 Discussions with Bidders
The City of Claremore may conduct discussions and/or negotiations with any bidder that appears to be eligible for award (“Eligible Bidder”) pursuant to the selection criteria set forth in this bid. In conducting discussions and/or negotiations, the City of Claremore will not disclose information derived from proposals submitted by competing bidders, except as and if law requires disclosure.

5.2 Modification of Proposals
Oral modifications will not be considered. Any bidder may modify their bid in writing prior to August 20, 2013 and time of bid closing. Only modifications received in sealed envelopes with bid number, closing August 20, 2013 and project SANITARY SEWAGE PUMP STATION CONTROL PANEL AND TELEMETRY clearly marked on outside will be accepted. Written confirmation must be received under the same signature as prior submitted bid. All modifications are to be clearly numbered and numbered as to determine the final one.

5.3 Selection of Bidder
The Bidder selected for award will be the bidder whose proposal, as presented in response to this bid and as determined by the City in accordance with the evaluation criteria set forth in Section 5.5, to be the most advantageous to the City. Bidders acknowledge that the City is not bound to accept the lowest-priced Proposal. The City reserves the right to award this contract, not necessarily to the firm with the lowest cost, but to the firm that best meets the requirements and needs of the City as determined according to the evaluation criteria.

5.4 Evaluation of Proposals
The City personnel will evaluate the bid. Submission of a bid indicates the bidder’s acceptance of the evaluation process set forth this bid and the bidder’s acknowledgement that subjective judgments must be made by the City in regard to the evaluation process. The final evaluation and selection of a contractor will be made by the City and submitted to the Claremore City Council for approval.

5.5 Criteria for Evaluation
Evaluation of bids and award to the selected bidder will be based on the following factors, as listed below:

1. Cost/Fees
2. Responsiveness to Bid
3. Qualifications
5.6 Consideration of Additional Information
The City reserves the right to ask for and consider any additional information deemed beneficial to the City in evaluation of the bids.

~ Section Six ~
General Terms and Conditions

6.1 Termination
Contract Termination: The City may terminate any resulting contract for cause by providing a Show Cause Letter to the contractor citing the instances of noncompliance with the contract. If the noncompliance is not cured within 10 days, the City may terminate the contract. The City reserves the right to terminate the contract for convenience by providing 15 days written notice to the contractor.

6.2 Conflicts of Interest
In the event there is a potential or actual conflict of interest, the vendor(s) shall provide full disclosure to the City of Claremore. The City shall determine if the conflict, whether potential or actual, is material.

6.3 Right to Inspect
The City retains the right to examine, inspect, audit, and copy, regardless of location, any and all documents, records, files, data, and information generated or utilized by the bidder in the performance of the contract.

6.4 Liens
The successful contractor will not file a lien against the City and shall keep the City harmless and be liable in the event of injury to City personnel or damage or loss of their property caused by the contractor’s equipment, personal supplies or materials furnished. The City will not be liable for loss or damage caused by fires, lightening, earthquake, severe weather, smoke and smudge, aircraft or motor vehicle damage, strikes, riots, and civil disturbance or collapse of building or structures, etc. The City and its personnel shall not be liable of or damage to contractor property unless due to their fault or negligence.

6.5 Choice of Law and Venue
The resulting contract shall be construed under the laws of the State of Oklahoma and venue in any action and/or litigation commenced to enforce the contract shall be instituted in the appropriate courts in Rogers County, in the State of Oklahoma.
SECTION 11303

SANITARY SEWAGE PUMP STATIONS

1.1 DESCRIPTION: This work shall include the construction and installation of a sewage pumping station control panel for a triplex pumping station consisting of (three) ten horsepower flygt submersible pumps.

2.4.1 CONTROL PANEL: The triplex control panel shall be mounted in a NEMA 4X enclosure. The NEMA 4X enclosure shall have a separate inside hinged door to provide for mounting control switches, lights and overload reset buttons. The outer door on the NEMA 4X enclosure shall have a hasp for padlock.

2.4.2 CIRCUIT BREAKERS: A three-pole main circuit breaker for each pump shall be supplied.

2.4.3 MOTOR STARTERS: An open frame, across-the-line, NEMA rated magnetic motor starter shall be furnished for each pump motor. Starters of NEMA size 1 and above shall be designed for addition of at least two auxiliary contacts. Starters rated "O", "OO", or fractional size shall not be acceptable. Power contacts shall be double-break and made of cadmium oxide silver. Coils shall be epoxy molded for protection from moisture and corrosive atmospheres. The starter assembly shall be equipped with a metal mounting plate for durability. All motor starters shall be equipped to provide under-voltage release and overload protection on all three phases. Motor starter contacts and coils shall be easily replaceable without removing the motor starter from its mounted position. Motor starters shall be Square-D.
2.4.4 OVERLOAD RELAYS: Overload relays shall be of block type utilizing melting alloy type spindles, and shall have visual trip indication with trip free operation. Pressing the overload reset lever shall not actuate the control contact until such time as the overload spindle has reset. Resetting of the overload reset lever will cause a snap-action control contact to reset, thus re-establishing a control circuit. Overload relays shall be of manual reset only and not convertible to automatic reset. Trip settings shall be determined by the heater element only and not by adjustable settings. Heater elements shall provide NEMA class 10 trip times and shall be selected in accordance with the actual motor nameplate data. An overload reset pushbutton shall be mounted through the door of the control panel in such a manner as to permit resetting the overload relays without opening the control panel door. Alternate styles of overload relays may be used only with explicit approval of the Engineer.

2.4.5 PUMP ALTERNATOR: Pump cycles shall alternate lead/lag/standby after each pump down cycle. Alternation logic may be implemented using a discrete control module or PLC as approved by engineer.

2.4.6 H-O-A SELECTOR SWITCHES: H-O-A selector switches shall be industrial, oiltight switches equivalent to General Electric CR104B with black knob and bright metallic ring. Factory engraved metallic nameplates shall be provided with the marking HAND-OFF-AUTO. H-O-A switches, alarm switch, run lights, seal leak lights and overload reset buttons shall be mounted on the inside door.

2.4.7 ALARM LIGHT: A weatherproof alarm light shall be mounted on the outside of the NEMA 4X enclosures.

2.4.8 AUDIBLE HORN: A weatherproof audible horn shall be mounted on the outside of the NEMA 4X enclosures.

2.4.9 Level Controls: Pump on and off levels and alarm level are controlled by mercury tube switches sealed in solid polyurethane float balls

2.4.10 PUMP RUN INDICATORS: Control panel shall be equipped with one oil-tight pilot light for each pump motor. Light shall be wired in parallel with the related pump motor starter to indicate that the motor is on or should be running. Run lights shall be equipped with lamps providing a minimum of 15,000 hours.
2.4.11 ELAPSED TIME INDICATORS: Six digit elapsed time indicators (non-reset type) shall be connected to each motor starter to indicate the total running time of each pump in "hours" and "tenth of hours".

2.4.12 TELEMETRY: The Control Panel shall include a telemetry system conforming to SECTION 11320 SANITARY SEWAGE PUMP STATION CONTROL PANEL AND TELEMETRY, and shall be installed by the pre-approved system integrator. The control panel and telemetry system shall be capable of providing the status of the pump station including at a minimum the following conditions:

- PUMP 1: ON / OFF and TOTAL RUN TIME
- PUMP 2: ON / OFF and TOTAL RUN TIME
- PUMP 3: ON/ OFF and TOTAL RUN TIME
- LAG PUMP (BOTH PUMPS CALLED): ON / OFF
- HIGH WATER ALARM: ON / OFF
- POWER FAILURE ALARM: ON / OFF
- BACKUP GENERATOR: ON / OFF
- Pump fail alarm
- Building entry alarm

The telemetry system shall be integrated into the existing telemetry system and shall send text alerts to maintenance personnel for all alarm conditions.

PART 3 EXECUTION

3.1 ELECTRICAL CONSTRUCTION REQUIREMENTS: All electrical work shall conform to the 1990 National Electrical Code (or most current revision), local city codes and local utility company requirements as well as applicable state statutes and federal regulations. If two codes pertain to the same work, the more stringent requirement shall apply. The basic general electrical specification requirements for the sewage pump station and the related equipment shall conform to the requirements as set forth in the technical specifications found in Division 16 Electrical.
3.2 TESTS AND INSPECTION: The Contractor shall provide labor, material and test equipment, except as noted to the contrary herein, to test all wiring and equipment for continuity, proper polarity, proper phase relation, dielectric strength, operation and alignment after installation. Test equipment and methods shall meet the Engineer's approval. The Engineer shall be notified at least two working days prior to tests. The Engineer reserves the right to witness any and all such tests and shall interpret test results and determine on the acceptability. The Contractor-supplied work which does not test to the Engineer's satisfaction shall be corrected and retested as required without additional cost to the Owner. The Engineer reserves the right to perform any test on any phase of the installation utilizing Contractor's personnel and test equipment.

All wiring installed shall be megger tested. Insulation resistance shall not be less than one megohm. Where such tests indicate the possibility of faulty insulation, the Contractor shall locate the point of such faulty insulation and shall replace the conductor and shall retest the insulation.

3.3 FACTORY TEST: All components of the lift stations shall be given an operational test of all equipment at the factory to check for excessive vibration, for leaks in all piping or seals, and for correct operation of the control system and all auxiliary equipment.

3.4 OPERATING INSTRUCTIONS Six (6) copies of an operation and maintenance manual shall be provided for the Owner's use.

3.5 SEWER LIFT STATION TESTING: The Contractor will be required to test the submersible pumps' rated pump capacity, plus all the other equipment within the lift station. The water required to test the submersible pumps shall be furnished by the Contractor at his own expense.

END OF SECTION
SECTION 11320

SANITARY SEWAGE PUMP STATION CONTROL PANEL AND TELEMETRY

1. PART 1 - PROJECT DESCRIPTION

1.1. DESCRIPTION: The work to be accomplished under this section shall consist of furnishing the equipment necessary to monitor the status of the lift station at the existing SCADA computer system at the Claremore Water Treatment Plant (WTP). The system integrator shall furnish a completely integrated all solid-state remote terminal unit compatible with the existing system. The WTP SCADA computer system shall be modified to indicate the status of the lift station.

1.2. QUALITY ASSURANCE

1.2.1. MANUFACTURER’S QUALIFICATIONS: The system specified herein shall be the product of a manufacturer who can demonstrate at least ten (10) years of satisfactory experience in furnishing and installing comparable radio telemetry/control systems for sewer installations.

The manufacturer of this system shall maintain a 24-hour available inventory of all replaceable modules to assure the Owner of prompt maintenance service and a single source of responsibility. The manufacturer shall certify this to the Engineer in writing prior to bidding.

1.2.2. CODES & STANDARDS: The control system and its components shall comply will all applicable requirements of the following:

1) Electrical Code Compliance (National & Local)
2) NEMA Compliance
3) IEEE Compliance
4) EIA Compliance
5) FCC Compliance

1.2.3. APPROVED SYSTEM INTEGRATORS: Schuermann Enterprises, Inc.

1.3. SUBMITTALS: Complete submittal shall be provided to the engineer for approval prior to equipment fabrication. The submittal data shall include the following:

1.3.1. PRODUCT DATA: Provide product data sheets for each instrument and component supplied in the system. The data sheets shall show the component name as used on reference drawings, manufacturer's model number or other product designator, input and output characteristics, scale or ranges selected, electrical or mechanical requirements, and materials compatibility.

1.3.2. SHOP DRAWINGS: Provide drawings for each panel showing the wiring diagrams for control circuits and interconnections of all components. The drawings shall include wiring diagrams for all remote devices connected to the panel.

1.3.3. PANEL LAYOUT DRAWINGS: A front panel and sub-panel layout shall be included as part of each control panel drawing. Components shall be clearly labeled on the drawing.

1.3.4. INSTALLATION DRAWINGS: Typical installation drawings applicable to each site in the system shall be included.

1.3.5. OPERATOR INTERFACE SOFTWARE: The submittal shall include a generic but detailed technical description of the Operator's Interface Software as proposed for this system including:

1.0 Sample text screens and menus
2.0 Sample graphics screens
3.0 Sample report logs and printed graphs
1.4. MAINTENANCE INFORMATION

1.4.1. MAINTENANCE DATA MANUALS: Submit maintenance manuals and "as built" drawings on all items supplied with the system. The manuals and drawings are to be bound into one or more books as needed. In addition to "as built" engineering submittal data and drawings, the manual shall include:

1) Trouble Shooting Guides.
2) Maintenance and calibration data for all adjustable items.
3) Specific tuning instructions for Radio Transceivers as per FCC frequency restrictions.

1.5. JOB CONDITIONS: All instruments and equipment shall be designed to operate under the environmental conditions where they are to perform their service. The equipment shall be designed to handle lightning and transient voltages as normal environmental hazards. The environmental conditions are as follows:

1.5.1. OUTDOOR: The equipment will be exposed to direct sunlight, dust, rain, snow, ambient temperatures from -20 to +120 degrees F, relative humidity of 10 to 100 percent, and other natural outdoor conditions. The installations shall be hardened to withstand normal vandalism.

1.5.2. INDOOR: The equipment will be capable of operating in ambient temperatures of +32 to +130 degrees F and relative humidity of 20 to 100 percent.

1.6. DELIVERY, STORAGE, & HANDLING: All items shall be stored in a dry sheltered place, not exposed to the outside elements, until ready for installation. All items shall be handled with appropriate care to avoid damage during transport and installation.

1.7. SEQUENCING & SCHEDULING
1.7.1. COORDINATION: The Systems Integrator shall coordinate with other electrical and mechanical work including wires/cables, raceways, electrical boxes and fittings, controls supplied by others, and existing controls, to properly interface installation and commissioning of the control system.

1.7.2. SEQUENCE: Sequence installation and start-up work with other trades to minimize downtime and to minimize the possibility of damage and soiling during the remainder of the construction period.

PART 2 - PRODUCTS

2.1. DISTRIBUTED CONTROL OPERATION DESCRIPTION

2.1.1. GENERAL: The control system shall use "smart-programmable" Remote Terminal Units (RTUs) to provide a "distributed intelligence" type control system. The software programs used at all locations shall be stored in non-volatile EEPROM or Flash type memories that are field re-programmable using software detailed later in these specifications. The system shall be "self-initializing" and not require operator intervention after power interruptions, transients from lightning storms, or component changes. All units in the system shall include "watch-dog" circuitry to insure automatic restarts of the system. Each remote site in the system shall be assigned a unique digital address.

2.2. 900Mhz SPREAD SPECTRUM RADIO OPERATION

2.2.1. GENERAL: The control system shall be specifically designed for radio channel data communications. All of the equipment required for operation of the system shall be directly owned by the Owner and included as part of this contract. Systems using third party repeaters, trunking masters, or leased equipment will not be allowed.

2.2.2. COMMUNICATIONS: The control system shall operate in full-duplex mode utilizing the existing 900Mhz radio telemetry network using MODBUS RTU protocol. System integrator is responsible for proper communications network operation.
2.3. RADIO TRANSCIEVERS & ACCESSORIES

2.3.1. ANTENNA & COAXIAL CABLE: System Integrator is responsible for selection of antenna and cable suitable for the operation of the telemetry network. Antennas should be of the omni-directional type where possible to facilitate site use as a repeater.

2.3.2. ANTENNA LIGHTNING PROTECTION: Coaxial connection to remote and central unit enclosures shall be by means of a coaxial type bulkhead lightning arrester. The units shall be rated at 1 kilowatt with a minimum 500V and maximum 2000V-breakdown voltage. Coaxial lightning arrestors shall be a PD-593 or PolyPhaser IS-B50LN-C1.

2.3.3. ANTENNA MOUNTING SYSTEMS: Antennas shall be mounted at a height above ground that is consistent with FCC rules and regulations and provides adequate signal fade margin as described earlier. Antennas must be a minimum of 15 feet above ground and mounted as follows:

Below Ground Structures: The antenna shall be mounted on a 20’ high Class II power pole with a 10’ long X 1-1/2” galvanized mast secured to the side of the pole and extending 5’ above the pole. A 3/4” rigid conduit with a weather-head shall be provided from the below ground vault to a location 10 feet up the power pole for the coaxial cable.

2.4. INSTRUMENTATION & ACCESSORIES

2.4.1. GENERAL: All items in the control system (electronic cards, power supplies, radios, time delays, relays, etc.) shall be of plug-in construction, make use of a plug-in wiring harness, use plug-in terminal blocks, and be interchangeable without recalibration. To insure field repair-ability by non-technical personnel, equipment that must be un-wired for replacement will not be accepted.

The following instrumentation devices and techniques shall be used as specifically called for in the RTU input/output sections of this specification.
2.4.2. POWER SUPPLIES: DC power supply/battery charger shall implement tri-mode charge logic implementing bulk, absorption, and float modes. Charge voltages shall be temperature compensated between -40 and +65°C.

2.4.3. BATTERY BACK-UP OPERATION: The remote units indicated shall be supplied with battery back-up operation. The rechargeable batteries shall be the sealed solid gelled electrolyte types, designed for float or standby service. Unless noted otherwise in the RTU descriptions, batteries shall be sized to maintain 24-hour service. The remote shall include a charging module to recharge the battery when power is resumed, maintain the charge between outages, and provide a low voltage cut-off to protect the battery from excessive discharge during prolonged outages. All discrete, analog, and pulse inputs (i.e. switch closures, pressure, level, flows, etc.) shall continue to function on battery back up. Batteries shall be Globe Gel/Cell or approved equal.

2.4.4. SINGLE PHASE 120VAC POWER LINE LIGHTNING PROTECTION: Every site in the system shall be equipped with AC line filtering and lightning protection. The equipment shall provide 2-stage lighting/transient protection including inductive and capacitive filtering and MOV over-voltage protection.

PART 3 - REMOTE TERMINAL UNIT EQUIPMENT

3.1. GENERAL: The Remote Terminal Units (RTUs) shall be "smart" Programmable Logic Control units at all locations. The core software program used at all locations shall be identical and stored in non-volatile FLASH type ROM memories that can be upgraded in the field by the owner using configuration software supplied as part of this contract. The core RTU software shall provide the basic operational logic including communication with the CTU. The RTUs shall be fully online programmable while the RTU continues to communicate with the rest of the system and performs its assigned control tasks. The RTUs shall support “fill-in-the-blank” type configuration for basic operation and to set-up common features such as COM port set-up, peer-to-peer data collections, local back-up control set points, input and output setup, output on/off time delay settings, front panel display setup, etc. The RTU shall also support a process script language or ladder logic type programming for site-specific customizations including special input and output manipulations, local sequential control, and math functions. The RTU shall support both mathematical and PID control algorithms. Both the fill-in-the-blank configuration and programming shall be stored in the operator removable program module.
3.2. CONSTRUCTION: The RTU shall use modular construction. The base unit shall be composed of the power supply, CPU, communications modules, and basic inputs and outputs. The unit shall have expandable inputs and outputs via either a card rack design or integrated high-performance serial I/O bus. All terminations on the RTU or expanded I/O shall use removable, NEMA-style “finger-safe” terminal blocks on the controller and I/O.

The RTU shall be capable of being powered from AC, DC, or solar sources. DC and solar powered RTUs shall have an integral battery charging circuit that protects the external battery from over and under voltage conditions and provides automatic charging of the battery after power failures. The back-up power supply shall provide for the necessary 12VDC to run the radio and 24VDC to power external sensors while on battery power or recharging. Back-up batteries shall be rechargeable sealed lead-acid type batteries as manufactured by PowerSonic or equal. The back-up battery shall provide for 24 hours of back-up operation at water tower remote units and 3 hours at all other sites.

The RTU shall provide for sufficient installed and configured spare inputs and outputs (I/O) to meet the site requirements as detailed and provide for 25% spares of each type. The unit shall have a minimum of 8 discrete inputs DI.

The RTU inputs, outputs, and operator interface shall be as follows:

1) Discrete Outputs - The discrete outputs shall be isolated relay outputs rated at 5.0A continuous @ 240VAC. LEDs on the front of the RTU base unit or expansion module shall indicate the status of each output point. Interposing relays shall be provided if the voltage or current of the external load on a contact exceed the 5.0A 240VAC ratings. Each output shall be provided with operator settable software ON and OFF time delays.

2) Discrete Inputs - The discrete inputs shall be optically isolated and provide for 24VDC excitation to remote sensors and switches. LEDs on the front of the input module shall indicate the status of each input point.

3) Power Supply - Each RTU assembly shall include an integral power supply. Power supplies shall be designed for 12VDC or 24VDC input power and suitable for use in battery back-up operations.

3.3. ENCLOSURES: The remote unit enclosures for indoor mounting shall meet all the requirements for NEMA Type 4 enclosures. The enclosures body shall be made of a minimum 14 gauge steel with continuously welded seams and be furnished with external mounting feet. The enclosure door shall be made of a minimum 16 gauge steel with have a 14 gauge steel hinge. Enclosures larger than 16x14 shall have a rolled lip on 3 sides of the door for added strength. The door opening shall have a rolled edge on 4 sides to protect the door gasket. The door gasket shall be heavy neoprene and attached to the door with oil resistant adhesive. Sub-panels shall be 14-gauge steel for 16x14 enclosures and 12 gauge for larger enclosures. The enclosure finish shall be gray polyester powder coating inside and out over phosphatized surfaces. The subpanels shall be finished in white. Nema 4 enclosures shall be Hoffman wall mount enclosures.
Remote site installations requiring equipment to be mounted outside shall be lockable NEMA 4 enclosures. The NEMA 4 enclosure shall be constructed of 14 gauge galvanized steel, with a drip shield top and seems free sides front and back, and a stainless steel hinge pin. The enclosure finish shall be gray polyester powder coating inside and out over phosphatized surfaces. The NEMA 4 enclosure shall be Hoffman wall mount enclosures with padlock hasp.

The remote unit enclosures mounted in damp corrosive areas (such as concrete meter vaults) shall be NEMA Type 4X rated enclosures. The enclosures shall be made of molded fiberglass polyester and be furnished with external mounting feet. The door shall have a seamless foam-in-place gasket and corrosion-resistant hinge pin and bails. Sub-panels shall be 14-gauge steel for 16x14 enclosures and 12 gauge for larger enclosures. The enclosure finish shall be a light gray inside and out. The subpanels shall be finished in white. Nema 4X enclosures shall be Hoffman “Fiberglass Hinged Cover”.

PART 4 - EXECUTION

4.1. EQUIPMENT EXAMINATION: The control system shall be completely tested prior to shipment. The entire control system shall be "Burned In" at the factory for a period of at least 20 days.

4.2. SYSTEM START-UP: The manufacturer shall supply "Factory" personnel for start-up service as needed to insure satisfactory operation. Subsequent trips to the job site to correct defects shall be made at no charge to the Owner during the warranty period.

4.3. TRAINING: The system manufacturer shall supply "factory" personnel to conduct two separate on-site training sessions, totaling a minimum of three days of training.

The initial training session shall be conducted during start-up as needed until the Owner and Engineer are satisfied that the operators are comfortable with the operation and maintenance of the system. Training shall be done on site with the owner's personnel.

Three to six months after the Owner commencing system operation, the system manufacturer shall supply "factory" personnel to conduct follow-up training of the Owner's personnel. The follow-up training shall be conducted on-site and consist of reviewing the operation and maintenance of the system. The Owner shall be contacted a minimum of two weeks in advance, prior to scheduling the training session to allow proper coordination.
4.4. SUBSTANTIAL COMPLETION: The Engineer will grant substantial completion only after completion of the start-up and initial training phase of the project. The Engineer shall make an inspection of the system to determine the status of completion. Substantial completion will be awarded only when the system is providing usable service to the Owner. If the system is commissioned in phases, the Contractor may request substantial completion for the completed phases.

4.5. ACCEPTANCE TEST: After start-up and debugging of the entire system has been completed, the system manufacturer shall notify the Engineer that he is ready to begin the 60-day acceptance test. The system must run continuously for 60 consecutive calendar days. During this period, all system functions shall be exercised in automatic control, including all levels of back-up control. Any system interruption and accompanying component, subsystem, or program failure shall be logged for cause of failure, as well as the time of occurrence and the duration of each failure.

The Owner’s representative shall classify failures as either major or minor. A minor failure would be a small, non-critical component failure that is corrected by the operators. This occurrence shall be logged but shall not be grounds for non-acceptance unless the same or similar failure occurs repeatedly (more than two such failures of similar components). A major failure shall be considered to have occurred when a component, subsystem, or program fault causes a halt in the operation of the system and/or when a "factory" technician's work is required to make a repair or to reinitiate operation of the system.

A major failure shall cause termination of the 60-day acceptance test. When the causes of a major failure have been corrected, a new 60-day acceptance test shall be started. Final Acceptance of the control system shall not occur until satisfactory completion of this 60-day test.

The manufacturer shall provide "factory" personnel who shall be on site and conduct the initial system exercise portion of the testing. The manufacturer shall be responsible for maintaining a checklist type test report wherein each function is checked-off and initialed by the Owner's representative as it is demonstrated. During the remainder of the 60-day acceptance test, the manufacturer shall provide 24-hour response to calls from the owner in order to correct any failure.

4.6. WARRANTY/SUPPORT PROGRAM: The control system manufacturer shall supply a one (1) year parts and labor warranty and comprehensive support program for all items and software supplied under this section (except as noted below).
The warranty shall begin from the time of "substantial completion" as issued by the engineer. The manufacturer shall provide a 24-hour response to calls from the Owner. The manufacturer, at his discretion, may dispatch replacement parts to the Owner by next-day delivery service for field replacement by the Owner. Any damage to the control system caused by the actions of the Owner in attempting these field replacements shall be the sole responsibility of the manufacturer. If, during the warranty period, satisfactory field repair can’t be attained by field replacement of parts by the Owner, the manufacturer shall dispatch "factory" personnel to the job site to complete repairs at no cost to the Owner.

The support program shall begin from the time of “substantial completion” as issued by the engineer. The support program shall include free updating of all software as needed and providing free phone support from the integrator throughout the warranty period.

Company: _______________________________________________________________________

By: _____________________________________________________________________________

Product Manufacturer: _______________________________________________________________________

Comments: __________________________________________________________________________

____________________________________________________________________________________

Delivery: _____________________________________________________________________________

State Guarantee/Warranty: _______________________________________________________________________

____________________________________________________________________________________

**DELIVERY:** Items ordered and shall be delivered to 724 W. Ramm Road, Claremore, OK 74017 within the time frame agreed upon between City of Claremore, Public Infrastructure Department Head and Supplier after written notification/official order that the City Council approves award of this bid. Bid pricing is to include delivery of the products.
Bid Form for
SANITARY SEWAGE PUMP STATION CONTROL PANEL AND
TELEMETRY SB-2013-19

All bids must meet or exceed current API specifications or bid will be rejected.

The Undersigned Acknowledges:

1. That he/she is an authorized agent of the vendor submitting this bid.

2. The receipt of the following Addenda; if none were received, please mark N/A.

3. The firm submitting this bid has never defaulted on any Municipal, State, Federal, or Private Contract.

Company: _____________________________________________________

Signed By:_____________________________________________________

Printed or Typed SANITARY SEWAGE PUMP STATION CONTROL PANEL AND TELEMETRY:

Address: ______________________________________________________

Telephone Number: __________________ Fax Number: __________________

Toll Free Number: __________________ E-Mail: _______________________

Cell Phone Number: __________________ Pager: ______________________

Primary Point Of Contact:_________________________________________

Payment Terms And Conditions:____________________________________

104 S. Muskogee Clarenmore, OK 74017 Phone: (918) 341-1325
NON-COLLUSION AFFADAVIT
BUSINESS RELATIONSHIPS AFFIDAVIT

STATE OF _____________________________ )
COUNTY OF ____________________________ )SS.

__________________________________________, 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 JULY 28, 2013 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 the JULY 28, 2013 of 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 SANITARY SEWAGE PUMP STATION CONTROL PANEL AND TELEMETRYs 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 _________________, 20____.

____________________________________________
Notary Public

My Commission Expires: _______________________

(SEAL)

104 S. Muskogee Claremore, OK 74017 Phone: (918) 341-1325
Form W-9

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: □ Individual/Sole proprietor □ Corporation □ Partnership
□ Limited liability company. Enter the tax classification (D=discarded entity, C=corporation, P=partnership) □ Exempt payee

Address (number, street, and apt. or suite no.) Requestor’s name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

—or-

Employer Identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification Instructions. You must check item 2 above if you have been notified by the IRS that your account is subject to backup withholding because you failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to check the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here

Signature of U.S. person

Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding,
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners’ share of effectively connected income.

Note. If the requester gives you a form other than Form W-9 to request your TIN, you must use the requester’s form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

• An individual who is a U.S. citizen or U.S. resident alien,
• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
• An estate (other than a foreign estate), or
• A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners’ share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

• The U.S. owner of a disregarded entity and not the entity,
SANITARY SEWAGE PUMP STATION CONTROL PANEL AND TELEMETRY BID
SB-2013-19
Indemnification Form

The following indemnification agreement shall be, and is hereby a provision of any contract. Failure to submit this form with your bid response shall result in your bid being rejected as unresponsive.

The successful contractor agrees to indemnify, investigate, protect, defend and save harmless the City, its officials, officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the contractor in the performance of this contract. In any case, the foregoing provisions concerning indemnification shall not be construed to indemnify the City for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City or its employees. This indemnification shall survive the expiration or early termination of this contract.

COMPANY ____________________________________________

TAXPAYER IDENTIFICATION NUMBER ____________________________________________

AUTHORIZED SIGNATURE ____________________________________________

ADDRESS ____________________________________________

TELEPHONE ____________________________________________

TOLL-FREE NUMBER ____________________________________________

FAX NUMBER ____________________________________________

E-MAIL ADDRESS ____________________________________________
STATE OF __________________________)

) SS

COUNTY OF __________________________)

____________________________ , of lawful age, being first duly sworn, on oath says:

1. (s)he is the duly authorized agent of __________________, the contractor under the contract which is attached to this statement, for the purpose of certifying the facts pertaining to the giving of things of value to government personnel in order to procure said contract;

2. (s)he is fully aware of the facts and circumstances surrounding the making of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the procurement of said contract; and

3. neither the contractor nor anyone subject to the contractor’s direction or control 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 the contract to which this statement is attached.

SANITARY SEWAGE PUMP STATION CONTROL PANEL AND TELEMETRY & Title

____________________________________

Address

____________________________________

County of

____________________________________

State of

____________________________________

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

My commission expires: ____________________________________
November 3, 2003

City of Claremore
PO Box 249
Claremore OK 74017

FEI 736005143

To: City of Claremore

Subject: Sales Tax Exemption

This is in response to your request for verification of the sales tax exemption for purchases made by the City of Claremore, Claremore, Oklahoma. This entity of government is exempt from payment of state/local sales tax pursuant to Title 68 O.S. 2002 Supp., Section 1356(1) which we quote in part:

There are hereby specifically exempted from the tax levied by this article:

* * *

(1) Sale of tangible personal property or services to the United States government or to the State of Oklahoma, any political subdivision of this state or any agency of a political subdivision of this state;

Pursuant to 68 O.S. Section 1404, any purchase exempt from sales tax is also exempt from use tax.

Because we do not issue "sales tax permits" to government entities that are exempt by statute, you may provide vendors with a copy of this letter for documentation concerning your sales tax exemption. Expenses, including travel, incurred on a reimbursable basis are not sales tax exempt.

This exemption does not expire, but the response contained in this letter applies only so long as you maintain the status set out in your application of October 31, 2003. Any change in your status may invalidate this letter. This letter may not be used to establish sales/use tax exemption status by any entity other than the addressee.

If we can be of further assistance, please feel free to contact us at (405) 521-3160.

Sincerely,

OKLAHOMA TAX COMMISSION

Jerry Kirkton, Administrator
Taxpayer Assistance Division

JK:sf

2501 North Lincoln Boulevard - Oklahoma City, Oklahoma 73104

It is our mission to serve the people of Oklahoma by promoting tax compliance through quality service and fair administration.