

THE CITY OF OKLAHOMA CITY
A Municipal Corporation

PRICING AGREEMENT


APPROVED by the Council and SIGNED by the Mayor of The City of Oklahoma City this

20TH day of JUNE, 2023.

ATTEST:


CITY CLERK




MAYOR

Reviewed for form and legality.


ASSISTANT MUNICIPAL COUNSELOR

Supplier: **Atlantic Fabrication and Design**

**BID/PRICING AGREEMENT/CONTRACT FORM & NON-DISCRIMINATION
STATEMENT**

**BIDDER MUST ELECTRONICALLY COMPLETE, SIGN AND NOTARIZE THIS
DOCUMENT PRIOR TO SUBMITTING IN THE ELECTRONIC BID SYSTEM**

**Please be aware that typing in your password acts as your electronic signature, which is
just as legal and binding as an original signature.**

(See Electronic Signatures in Global and National Commerce Act for more information.)

**THIS DOCUMENT MUST BE ELECTRONICALLY SIGNED AND SUBMITTED WITH THE BID
OR THE BID WILL BE REJECTED**

INSTRUCTIONS: This document MUST be electronically signed and submitted with the bid for the bid to be valid. Failure to electronically sign the this document prior to submitting the electronic bid will result in rejection of your bid. This document constitutes your bid and will be the Pricing Agreement/Contract document under which you are to perform, should your bid be accepted, so it must be properly and completely executed. It is, therefore, essential that you are aware of its terms, as well as those contained in the specifications.

Submit this electronically signed document, along with all accompanying documents:

THIS PRICING AGREEMENT/CONTRACT is made and entered into, by and between **Atlantic Fabrication And Design, LLC**, hereinafter referred to as "Bidder" and The City of Oklahoma City, a municipal corporation, or a participating Public Trust of which The City of Oklahoma City is Beneficiary hereinafter referred to as the "Contracting Entity."

WITNESSETH:

WHEREAS, the governing body of the Contracting Entity has approved certain specifications and requested by notice that bids be submitted thereon; and

WHEREAS, this document until executed by the Mayor/Chairman of the Contracting Entity constitutes the Bidder's proposal; and

NOW, THEREFORE, that in consideration of the covenants, agreements and representations as hereinafter set forth, it is mutually agreed by the parties that:

1. The Bidder agrees to sell and deliver to the Contracting Entity, the items of material and/or services, specified in the pricing section of the electronic bid submittal, which is attached hereto and made a part of this Pricing Agreement/Contract. List the prompt payment discount, if any, for this agreement in the space provided below:

Discount for Prompt Payment N/A% Days

2. The Bidder expressly warrants that all articles, material, and/or work covered in this Pricing Agreement/Contract will conform to the specifications and electronic bid documents attached to this bid and are hereby incorporated, as if set forth in full herein; and further warrants that the same shall be of good material and workmanship, and free from defects.

3. The Bidder understands that all bids are to be submitted in U.S. dollars at a firm price. Bids submitted in any currency other than U.S. dollars will be rejected.

4. The Bidder also understands that all invoices shall be submitted in U.S. dollars and agrees to accept payment in U.S. dollars as full satisfaction of the invoiced amount.

5. If any of the goods fail to meet the warranties contained in Paragraph 2, above, the Bidder, upon notice from the Contracting Entity, shall promptly correct or replace the same at the Bidder's expense. If the Bidder shall fail to so do, the Contracting Entity may cancel this order as to all such goods, and in addition, may cancel the then remaining balance of this order. After notice to the Bidder, all such goods will be held

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at the Bidder's risk. The Contracting Entity may, at the Bidder's direction, make available such goods to be returned to the Bidder at the Bidder's risk, and all transportation charges, both to and from the original destination, shall be paid by the Bidder. Any payment for such goods shall be refunded by the Bidder unless the Bidder promptly corrects or replaces the same at the Bidder's expense.

6. The Contracting Entity agrees to pay to the Bidder the price and amount in accordance with Paragraph 1 above, based on the quantity actually purchased, upon delivery to and acceptance by the Contracting Entity, of the material and/or service[s] above described and upon the filing by the Bidder, and approval by the Contracting Entity, of a verified claim for the amount due.

7. The Bidder agrees, in connection with the performance of work under this Pricing Agreement/Contract:

a. That the Bidder will not discriminate against any employee or applicant for employment, because of race, creed, color, sex, age, national origin, ancestry or disability. The Bidder shall take affirmative action to ensure that employees are treated without regard to their race, creed, color, age, national origin, sex, ancestry or disability. Such actions shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Bidder agrees to post, in a conspicuous place available to employees and applicants for employment, notices to be provided by the City Clerk/Secretary of the Contracting Entity setting forth the provisions of this section, and;

b. That the Bidder agrees to include this non-discrimination clause in any subcontracts connected with the performance of this Pricing Agreement/Contract.

8. In the event of the Bidder's non-compliance with the above non-discrimination clause, this Pricing Agreement/Contract may be canceled or terminated by the Contracting Entity. The Bidder may be declared by the Contracting Entity ineligible for further Pricing Agreement[s]/Contract[s] with the Contracting Entity until satisfactory proof of intent to comply is made by the Bidder.

9. The risk of loss or damage shall be borne by the Bidder at all times until the acceptance of goods, properly packed, by the Contracting Entity.

10. This Pricing Agreement/Contract, specifications, electronic bid submittal documents and any attachments constitutes the entire understanding and agreement of the parties upon the subject matter hereof. There is no agreement, oral or otherwise, which is not contained in or attached to this Pricing Agreement/Contract. This Pricing Agreement/Contract may not be modified or assigned unless approved in writing and signed by both parties.

11. The parties assume and understand that the variables in the Bidder's cost of performance may fluctuate; consequently, the parties agree that any fluctuations in the Bidder's costs will not alter the Bidder's obligations under this Pricing Agreement/Contract nor excuse performance or delay on the Bidder's part.

12. This Pricing Agreement/Contract shall be inoperative during such period of time that the aforesaid delivery or acceptance may be rendered impossible by reason of fire, Act of God or government regulation. Provided, however, to the extent that the Bidder has any commercially reasonable alternative method of performing this Pricing Agreement/Contract by purchase on the market or otherwise, the Bidder shall not be freed of any obligations hereunder by this clause, even though the goods intended for this Pricing Agreement/Contract were destroyed or their delivery delayed because of an event described above.

13. The shipping or receiving of any goods under this Pricing Agreement/Contract shall not be deemed, or be, a waiver of any right to damages for any prior failure to ship or receive any goods.

14. This Pricing Agreement/Contract shall be governed by the laws of the State of Oklahoma.

15. The Bidder shall be responsible for complying with all applicable federal, state and local laws.

16. If 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) through the Department of Homeland Security and available at www.dhs.gov/E-Verify.

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The undersigned individual states that the Bidder will be bound by all components of its bid, the specification, the terms and conditions of the Pricing Agreement/Contract, and the requirements for Bidders.

WITNESS the hands of the parties hereto:

THIS FORM MUST BE ELECTRONICALLY SIGNED AND SUBMITTED WITH THE BID FOR THE BID TO BE VALID

Note: The owner or an officer of the business or corporation may sign this document. A Corporate Seal or a letter of authorization is needed for any other signer. For instance, if a Salesman or Manager signs this form, a letter of authorization or Corporate Seal is to be attached.

Maek Williams

Type Name of Authorized Agent

ProjectManager

Title of Authorized Agent

Atlantic Fabrication and Design,LLC. 901 SE 29Th St 73129

Oklahoma City,OK

Company Name and Address

Zip Code

(405)619-7607 (405)61--7955

Telephone Number and Fax Number if any

BIDDER MUST ELECTRONICALLY COMPLETE, SIGN AND NOTARIZE THIS DOCUMENT

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature.

(See Electronic Signatures in Global and National Commerce Act for more information.)

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Supplier: Atlantic Fabrication and Design

NON-COLLUSION AFFIDAVIT

BIDDER MUST ELECTRONICALLY COMPLETE, SIGN AND NOTARIZE THIS DOCUMENT PRIOR TO SUBMITTING BID

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature.

(See Electronic Signatures in Global and National Commerce Act for more information.)

The undersigned, of lawful age, being duly sworn, upon oath, deposes and says: That the undersigned has the lawful authority to execute the within and foregoing proposal/bid for, and on behalf of, the Proposer/Bidder; that the Proposer/Bidder has not, directly or indirectly, entered into any agreement, express or implied, with any Proposer/Bidder, having for its object the controlling of the price or amount of such proposal/bid, the limiting of the proposals/bids or the Proposers/Bidders, the parceling or farming out to any Proposer/Bidder or other persons, of any part of the Agreement or any part of the subject matter of the proposal/bid, or of the profits thereof, and that Proposer/Bidder has not and will not divulge the sealed proposal/bid to any person whomsoever, except those having a partnership or other financial interest with the Proposer/Bidder in the said proposal/bid, until after the said sealed proposals/bids are opened.

The undersigned further states that the Proposer/Bidder has not been a party to any collusion: among Proposer/Bidders in restraint of freedom of competition, by any agreement to bid at a fixed price or to refrain from proposing; or with any City/Trust official, City/Trust employee or City/Trust agent as to the quantity, quality, or price in the prospective Agreement, or any other terms of the said prospective Agreement; or in any discussions between the Proposers/Bidders or City/Trust official, City/Trust employee or City/Trust agent concerning the exchange of money or other thing of value for special consideration in the letting of Agreement. The Proposer/Bidder states that it has not paid, given or donated or agreed to pay, give or donate to any City/Trust official, officer or employee of the City or awarding agency, any money or other thing of value, either directly or indirectly, in the procuring of the award of Agreement pursuant to this Proposal/Bid.

Witness the hands of the parties hereto:

The undersigned states that the Proposer/Bidder will be bound by its proposal/bid, the specification, the terms and conditions of the Agreement, and the Requirements for Proposer/Bidders.

→ → THIS FORM TO BE COMPLETED BY THE PROPOSER/BIDDER PRIOR TO AGREEMENT APPROVAL ← ←

Mark Williams
Type Name of Authorized Agent/Representative
Atlantic Fabrication and Design, LLC.
Company Name
901 SE 29Th St Oklahoma City OK
Address
(405)619-7607 (450)619-7955
Telephone Number and Fax Number, if any

Project Manager
Title

73129
Zip Code

TO BE COMPLETED BY THE NOTARY:

State of *)
OK) SSS

County of *)
United States

[*State and County where notarized must be typed in for bid/proposal to be considered.][SAK1]

Signed and sworn to before day of , by
me on this
[Day] [Month] [Year] [Print the name of the
agent/representative who signed
above.]

My Commission Number:

[Oklahoma]

Type Name of Notary Public

My Commission Expires:

mark@afd-okc.com

[Date/Year]

[49 Okla. Stat. 2011 §119]

BIDDER MUST ELECTRONICALLY COMPLETE, SIGN AND NOTARIZE THIS DOCUMENT PRIOR TO SUBMITTING BID

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(See Electronic Signatures in Global and National Commerce Act for more information.)

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NON-COLLUSION AFFIDAVIT

The undersigned, of lawful age, being duly sworn, upon oath, deposes and says: That the undersigned has the lawful authority to execute the within and foregoing proposal/bid for, and on behalf of, the Proposer/Bidder; that the Proposer/Bidder has not, directly or indirectly, entered into any agreement, express or implied, with any Proposer/Bidder, having for its object the controlling of the price or amount of such proposal/bid, the limiting of the proposals/bids or the Proposers/Bidders, the parceling or farming out to any Proposer/Bidder or other persons, of any part of the Agreement or any part of the subject matter of the proposal/bid, or of the profits thereof, and that Proposer/Bidder has not and will not divulge the sealed proposal/bid to any person whomsoever, except those having a partnership or other financial interest with the Proposer/Bidder in the said proposal/bid, until after the said sealed proposals/bids are opened.

The undersigned further states that the Proposer/Bidder has not been a party to any collusion: among Proposer/Bidders in restraint of freedom of competition, by any agreement to bid at a fixed price or to refrain from proposing; or with any City/Trust official, City/Trust employee or City/Trust agent as to the quantity, quality, or price in the prospective Agreement, or any other terms of the said prospective Agreement; or in any discussions between the Proposers/Bidders or City/Trust official, City/Trust employee or City/Trust agent concerning the exchange of money or other thing of value for special consideration in the letting of Agreement. The Proposer/Bidder states that it has not paid, given or donated or agreed to pay, give or donate to any City/Trust official, officer or employee of the City or awarding agency, any money or other thing of value, either directly or indirectly, in the procuring of the award of Agreement pursuant to this Proposal/Bid.

Witness the hands of the parties hereto:

The undersigned states that the Proposer/Bidder will be bound by its proposal/bid, the specification, the terms and conditions of the Agreement, and the Requirements for Proposer/Bidders.

→ THIS FORM TO BE COMPLETED BY THE PROPOSER/BIDDER PRIOR TO AGREEMENT APPROVAL ←

Mark Williams Project Manager BID#24609
Type Name of Authorized Agent/Representative Title
Signature
Atlantic Fabrication & Design, LLC
Company Name
901 SE 29th St 73129
Address Zip Code
(405)619-7607 (405)619-7955
Telephone Number and Fax Number, if any

TO BE COMPLETED BY THE NOTARY:

State of * Oklahoma)

County of * Oklahoma) SS.

[*State and County where notarized must be written in for bid/proposal to be considered.]

Signed and sworn to before me on this 19th day of May 2023 by Mark Williams
[Day] [Month] [Year] (Print the name of the agent/representative who signed above.)

My Commission Number: 18009806
[Oklahoma]

Ashley Martindale
Type Name of Notary Public

My Commission Expires: 9/26/24
[Date/Year]

Ashley Martindale
Signature of Notary Public

[49 Okla. Stat. 2011 §119]



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LETTER OF AUTHORIZATION

**THIS LETTER OF AUTHORIZATION MUST BE COMPLETED AND SIGNED IF THE
BID/PRICING AGREEMENT/CONTRACT FORM & NON-DISCRIMINATION STATEMENT
WAS NOT SIGNED BY THE OWNER, A GENERAL PARTNER, OR AN OFFICER OF THE
CORPORATION**

**THIS DOCUMENT CAN BE UPLOADED ELECTRONICALLY AS AN ATTACHMENT
TO ONE OF THE LINES ITEMS ON THE ELECTRONIC BID**

City of Oklahoma City or related Public Trust:

This letter authorizes MARK WILLIAMS to sign the
BID/PRICING AGREEMENT/CONTRACT FORM & NON-DISCRIMINATION STATEMENT and
all forms related to on behalf of Atlantic Fabrication & Design, LLC
Company Name

Sincerely,


Signature of Authorized Agent

Owner
Print Title

5/24/2023
Date

Paul Stitt
Print Name

Email Address: pauls@afd-okc.com

Title: (must be checked)

- ☒ Owner
- ☐ Chief Executive Officer [CEO]
- ☐ Chairman or Chairman of the Board
- ☐ President
- ☐ Vice-President

- ☐ Treasurer
- ☐ Corporate Secretary
- ☐ Assistant Secretary
- ☐ Secretary-Treasurer

**BIDDER MUST ELECTRONICALLY PRINT, COMPLETE AND SIGN THIS
DOCUMENT PRIOR TO UPLOADING AS AN ATTACHMENT INTO THE
ELECTRONIC BID SYSTEM**

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Supplier: Atlantic Fabrication and Design**BIDDER MUST ELECTRONICALLY COMPLETE THIS FORM PRIOR TO SUBMITTING BID****SUPPLIER CONTACT INFORMATION**

The purpose of this form is to assist various City Departments and Trusts with placing orders.

Sales Contact:

Company Name: ATLANTIC FABRICATION & DESIGN
Address: 901 SE 29 TH ST
Contact Person: Mark Edward Williams Email Address: mark@afd-okc.com
Telephone Number: 14054170157 Fax Number:

Billing Contact:

Company Name: same
Address:
Contact Person: Email Address:
Telephone Number: Fax Number:

Service Contact:

Company Name: ATLANTIC FABRICATION & DESIGN
Address: 901 SE 29 TH ST
Contact Person: Mark WILLIAMS Email Address: mark@afd-okc.com
Telephone Number: 1405417015 Fax Number:

After Hours Emergency Number(s) (405)833-6569

After Hours Emergency Number(s) (405)417-0157

After Hours Emergency Number(s) (918)302-8070

After Hours Emergency Number(s) mark@afd-okc.com

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Atlantic Fabrication and Design

Bid Contact **Mark Williams**
mark@afd-okc.com
Ph 140-541-7015

Address **901 SE 29 TH ST**
ATLANTIC FABRCIATION DESIGN, OK
73099

Bid Notes **We do not have store front or website but have access to all manufacturers. All pricings are 25% over cost.**

| Item # | Line Item | Notes | Unit Price | Qty/Unit | Attch. Docs |
|--------|-----------|-------|------------|----------|-------------|
|--------|-----------|-------|------------|----------|-------------|

| | | | | | |
|--------------|--------------------|---|----------------------|----------|---|
| 24609--01-01 | Delivery: In Stock | Supplier Product Code: 24609-01-01 Supplier Notes: Parts should normally be available within 1-2 days. | First Offer - | 1 / each | Y |
|--------------|--------------------|---|----------------------|----------|---|

| | | | | | |
|--------------|---------------------|--|----------------------|----------|---|
| 24609--01-02 | Delivery: Non Stock | Supplier Product Code: 24609-01-02 Supplier Notes: Parts should normally availability 3-4 days. | First Offer - | 1 / each | Y |
|--------------|---------------------|--|----------------------|----------|---|

Lot Total **\$0.00**

| Item # | Line Item | Notes | Unit Price | Qty/Unit | Attch. Docs |
|--------|-----------|-------|------------|----------|-------------|
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| | | | | | |
|--------------|---------------------------------|--|----------------------|----------|---|
| 24609--02-01 | Information: Vendor Information | Supplier Product Code: 24609-02-01 Supplier Notes: We do not have store front but have access to all Oklahoma City Facilities thought out Metro area. | First Offer - | 1 / each | Y |
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| 24609--02-02 | Information: Quality Control | Supplier Product Code: 24609-02-02 | First Offer - | 1 / each | Y | Y |
| | | Supplier Notes: QA Manual can be attached when requested. | | | | |

| | | | | Lot Total | \$0.00 | |
|--------|-----------|-------|------------|-----------|--------|------|
| Item # | Line Item | Notes | Unit Price | Qty/Unit | Attch. | Docs |

| | | | | | | |
|--------------|--|---|-----------------------------|----------|--------|---|
| 24609--03-01 | Website: Standard Website With Retail Pricing | Supplier Product Code: 24609-03-01 | First Offer - 25.00% | 1 / each | 25.00% | Y |
| | | Supplier Notes: We do not have website but have access to all Manufacturers we just call for pricing. | | | | |

| | | | | | | |
|--------------|---|---|----------------------|----------|--|---|
| 24609--03-02 | Website: Standard Website Exceptions | Supplier Product Code: 24609-03-02 | First Offer - | 1 / each | | Y |
| | | Supplier Notes: no exception at this time | | | | |

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|--------------|----------------------|---|----------------------|----------|--|---|
| 24609--03-03 | Website: Standard | Supplier Product Code: 24609-03-03 | First Offer - | 1 / each | | Y |
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Website List

Supplier Notes: We do not have website but have access to all manufacturers we just call for pricing and availability.

| | | | | | | |
|--------------|--|---|-----------------------------|----------|---------------|----------|
| 24609--03-04 | Website: Custom Website With Discounted Pricing | Supplier Product Code: 24609-03-04 Supplier Notes: 25% over cost We do not have website but have access to all manufacturers we just call for pricing and availability. | First Offer - 25.00% | 1 / each | 25.00% | Y |
|--------------|--|---|-----------------------------|----------|---------------|----------|

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|--------------|------------------------------------|--|----------------------|----------|--|----------|
| 24609--03-05 | Website: Custom Website List | Supplier Product Code: 24609-03-05 Supplier Notes: We do not have website but have access to all manufacturers we just call for pricing and availability. | First Offer - | 1 / each | | Y |
|--------------|------------------------------------|--|----------------------|----------|--|----------|

Lot Total **\$0.00**

| Item # | Line Item | Notes | Unit Price | Qty/Unit | Attch. Docs |
|--------|-----------|-------|------------|----------|-------------|
|--------|-----------|-------|------------|----------|-------------|

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|--------------|---|--|----------------------|----------|----------|
| 24609--04-01 | Catalog- Pricelist: Catalog- Pricelist Manufacturers or Brands | Supplier Product Code: 24609-04-01 Supplier Notes: We have access to virtually any and all manufacturers. Just call for pricing and availability. | First Offer - | 1 / each | Y |
|--------------|---|--|----------------------|----------|----------|

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|--------------|--|--|-----------------------------|----------|---------------|----------|
| 24609--04-02 | Catalog- Pricelist: 1 Catalog- Pricelist Name | Supplier Product Code: 24609-04-02 Supplier Notes: HEATING AIR CONDITIONING, REFRIGERATION; Unit parts, accessories, supplies, control and freon. We do not have website we have access to any and all manufacturers. Just call for pricing and availability on parts and supplies. Cost +25% | First Offer - 25.00% | 1 / each | 25.00% | Y |
|--------------|--|--|-----------------------------|----------|---------------|----------|

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|--------------|--|---|-----------------------------|----------|---------------|----------|
| 24609--04-03 | Catalog- Pricelist: 2 Catalog- Pricelist Name | Supplier Product Code: 24609-04-03 Supplier Notes: AN COIL; Unit, parts, accessories, supplies and | First Offer - 25.00% | 1 / each | 25.00% | Y |
|--------------|--|---|-----------------------------|----------|---------------|----------|

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control. Cost + 25%

| | | | | | | |
|--------------|--|--|-----------------------------|----------|---------------|----------|
| 24609--04-04 | Catalog- Pricelist: 3 Catalog- Pricelist Name | Supplier Product Code: 24609-04-04 Supplier Notes: Filtration: Air filters all types. We do not have website we have access to any and all manufacturers. Just call for pricing and availability on parts and supplies. Cost +25% | First Offer - 25.00% | 1 / each | 25.00% | Y |
| 24609--04-05 | Catalog- Pricelist: 4 Catalog- Pricelist Name | Supplier Product Code: 24609-04-05 Supplier Notes: VENTILATION/CIRCULATION; Unit parts, accessories, supplies, control, duct/ventilation materials, fittings fasteners. We do not have website we have access to any and all manufacturers. Just call for pricing and availability on parts and supplies. Cost +25% | First Offer - 25.00% | 1 / each | 25.00% | Y |
| 24609--04-06 | Catalog- Pricelist: 5 Catalog- Pricelist Name | Supplier Product Code: 24609-04-06 Supplier Notes: MOTORS; Condenser, motors, blowers, other motors, parts accessories, supplies and control. We do not have website we have access to any and all manufacturers. Just call for pricing and availability on parts and supplies. Cost +25% | First Offer - 25.00% | 1 / each | 25.00% | Y |
| 24609--04-07 | Catalog- Pricelist: 6 Catalog- Pricelist Name | Supplier Product Code: 24609-04-07 Supplier Notes: BOILER PARTS; Accessories, supplies and controls fittings, valves, etc. We do not have store front or website but have access to all manufacturers. All pricings are Cost + 25%. | First Offer - 25.00% | 1 / each | 25.00% | Y |
| 24609--04-08 | Catalog- Pricelist: 7 Catalog- Pricelist Name | Supplier Product Code: 24609-04-08 Supplier Notes: CHILLED WATER; Parts Accessories, supplies and controls fittings, valves, etc. We do | First Offer - 25.00% | 1 / each | 25.00% | Y |

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not have store front or website but
have access to all manufacturers. All
pricings are Cost + 25%.

| 24609--04-09 | Catalog- Pricelist: 8 Catalog- Pricelist Name | Supplier Product Code: 24609-04-09 Supplier Notes: MISCELLANEOUS; Water Filtration, power transmission supplies, (belts, pulleys. etc.) test equipment, tolls and supplies. We do not have store front or website but have access to all manufacturers. All pricings are Cost + 25%. | First Offer - 25.00% | 1 / each | 25.00% | Y |
|--------------|---|---|-----------------------------|----------------|---------------|----------|
| 24609--04-10 | Catalog- Pricelist: 9 Catalog- Pricelist Name | Supplier Product Code: N/A Supplier Notes: NOT USED | First Offer - 25.00% | 1 / each | 25.00% | Y |
| 24609--04-11 | Catalog- Pricelist: 10 Catalog- Pricelist Name | Supplier Product Code: N/A Supplier Notes: NOT USED | First Offer - 25.00% | 1 / each | 25.00% | Y |
| | | | | Lot Total | \$0.00 | |
| Item # | Line Item | Notes | Unit Price | Qty/Unit | Attch. | Docs |
| 24609--05-01 | Attachments: Bidder's Current W-9 | Supplier Product Code: 24606-05-01 Supplier Notes: SEE ATTACHED | First Offer - | 1 / each | Y | Y |
| | | | | Lot Total | \$0.00 | |
| | | | | Supplier Total | \$0.00 | |

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Atlantic Fabrication and Design

Item: **Information:Quality Control**

Attachments

QC MANUAL.pdf

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QUALITY CONTROL SYSTEM MANUAL

FOR

ATLANTIC FABRICATION AND DESIGN, LLC.

901 SE 29TH STREET

OKLAHOMA CITY, OKLAHOMA 73129

MAILING: P.O. BOX 94036, OKLAHOMA CITY, OK 73143

**“SHOP AND FIELD CONSTRUCTION IN
ACCORDANCE WITH THE ASME BOILER AND PRESSURE
VESSEL CODE FOR PRESSURE VESSELS AND
PARTS (ASME SECTION VIII, DIV. 1) AND REPAIRS
AND ALTERATIONS OF METALLIC PRESSURE RETAINING ITEMS
AT THE ABOVE LOCATION AND FIELD SITES
CONTROLLED BY THE ABOVE LOCATION IN
ACCORDANCE WITH THE NATIONAL BOARD INSPECTION
CODE (NBIC) AND JURISDICTIONAL AUTHORITY”**

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CONTROLLED MANUAL NO.: 2 SIXTH EDITION REV. 0 DATE: 3/6/2018

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| III. | SYSTEM OF CONTROLLING AND REVISING QUALITY CONTROL SYSTEM MANUAL | (1) Page | 0 | 3/6/2018 |
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Q.C.M. OR THEIR DESIGNEE _____

A.I. _____

GLOSSARY OF TERMS

| | | |
|---------------|---|---|
| A.I. | - | AUTHORIZED INSPECTOR |
| C.V. | - | CODE VESSEL |
| ASME | - | AMERICAN SOCIETY OF MECHANICAL ENGINEERS |
| CODE | - | ASME CODE SECTON VIII DIVISION 1 |
| M.T.R. | - | MATERIAL TEST REPORT / MILL TEST REPORT |
| Q.C. | - | QUALITY CONTROL |
| Q.C.M. | - | QUALITY CONTROL MANAGER |
| Q.C.S.M. | - | QUALITY CONTROL SYSTEM MANUAL |
| Q.C.I. | - | QUALITY CONTROL INSPECTOR |
| RT | - | RADIOGRAPHY |
| TRAVELER | - | WORK ORDER TRAVELER |
| W.P.Q. | - | WELDER PERFORMANCE QUALIFICATION |
| W.P.S. | - | WELDING PROCEDURE SPECIFICATIONS |
| P.Q.R. | - | PROCEDURE QUALIFICATION RECORD |
| N.D.E. | - | NON-DESTRUCTIVE EXAMINATION |
| DEPARTMENT- | | REFERS TO DEPARTMENT HEAD OR HIS DESIGNEE, RESPONSIBILITY WILL NOT CHANGE. |
| FOREMAN | - | SHOP AND/OR FIELD FOREMAN |
| NB | - | NATIONAL BOARD OF BOILER AND PRESSURE VESSEL INSPECTORS |
| NBIC | - | NATIONAL BOARD INSPECTION CODE |
| FABRICATION - | | SHALL ALSO MEAN CONSTRUCTION AND VICE-VERSA |
| COMPANY | - | ATLANTIC FABRICATION AND DESIGN, LLC. |

II

CONTROLLED MANUAL NO.: 2 SIXTH EDITION REV. 0 DATE: 3/6/2018

AUTHORITY AND RESPONSIBILITY

THIS MANUAL ESTABLISHES THE REQUIREMENTS FOR THE CONTROL AND DOCUMENTATION OF QUALITY DURING FABRICATION OF ITEMS BUILT IN ACCORDANCE WITH THE LATEST EDITION, OF ASME SECTION VIII, DIVISION 1 CODE, AND THE REPAIR AND ALTERATION OF METALLIC PRESSURE RETAINING ITEMS IN ACCORDANCE WITH THE PROVISIONS OF THE NBIC. THE AUTHORITY AND RESPONSIBILITY FOR THE ADMINISTRATION AND OPERATION OF THIS MANUAL IS ASSIGNED TO THE QUALITY CONTROL MANAGER OR HIS/HER DESIGNEE.

THE QUALITY CONTROL MANAGER OR HIS/HER DESIGNEE SHALL REPORT DIRECTLY TO THE PRESIDENT. IT SHALL BE HIS RESPONSIBILITY TO PERFORM THE INSPECTIONS OUTLINED IN THE MANUAL. FURTHERMORE, HE HAS THE ORGANIZATIONAL FREEDOM TO RECOGNIZE QUALITY CONTROL PROBLEMS AND INITIATE, RECOMMEND AND PROVIDE ACCEPTABLE SOLUTIONS TO ANY PROBLEMS WHICH MAY ARISE.

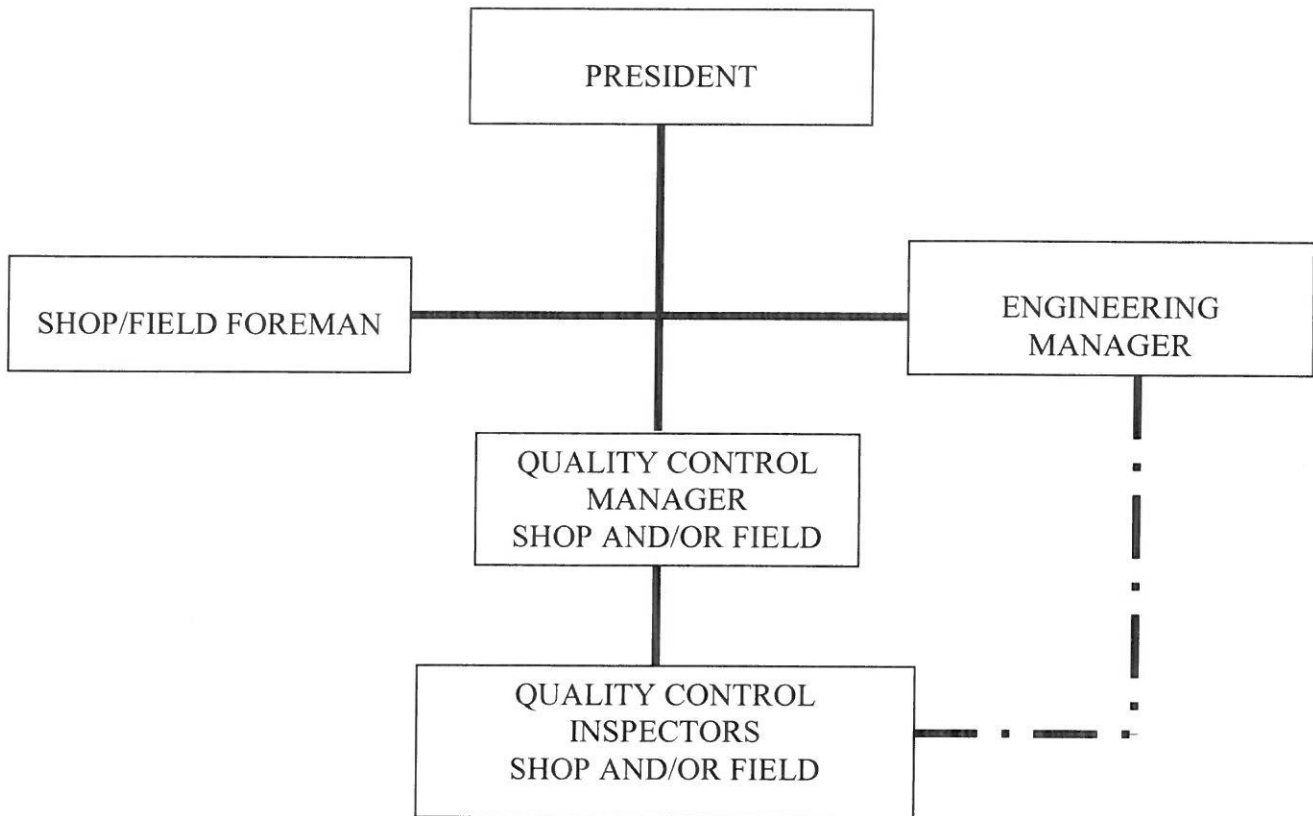
IF ANY PROBLEMS ARISE THAT CANNOT BE SOLVED BY THE Q.C.M. OR HIS/HER DESIGNEE, THE PRESIDENT SHALL BE RESPONSIBLE FOR THE FINAL DISPOSITION OF THE PROBLEM, BASED ON CODE AND CONTRACTUAL REQUIREMENTS, WHICH WILL NOT NEGATE THE CODE, JURISDICTIONAL REQUIREMENTS OR THIS MANUAL.

PRESIDENT

DATE

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ORGANIZATION CHART
(3/6/2018)



DIRECT LINE OF AUTHORITY —————

LINE OF COMMUNICATION — . — . — . —

***Each Manager may delegate the performance of his duties to knowledgeable personnel who report directly to him; however, the responsibilities associated with those duties cannot be delegated. Managers may perform the duties of HIS/HER subordinates provided they are qualified to do so.**

SYSTEM OF CONTROLLING AND REVISING QUALITY CONTROL SYSTEM MANUAL

- 1.1 CONTROLLED COPIES OF THE QUALITY CONTROL MANUAL WILL BE ISSUED TO THOSE PERSONNEL LISTED ON THE Q.C.S.M. DISTRIBUTION LOG (EXHIBIT 1) A CURRENT CONTROLLED COPY OF THE QUALITY CONTROL SYSTEM MANUAL (Q.C.S.M.) WILL BE MADE AVAILABLE TO THE AUTHORIZED INSPECTOR AT ALL TIMES, BOTH IN THE SHOP AND AT ALL FIELD SITES. UNCONTROLLED COPIES MAY BE ISSUED AS NEEDED TO THOSE PERSONS NOT LISTED ON THE ORGANIZATION CHART.
- 1.2 SHOULD THE OCCASION ARISE FOR REVISION TO THIS MANUAL, REVISIONS SHALL BE MADE BY THE QUALITY CONTROL MANAGER OR HIS/HER DESIGNEE AND THE CONCURRENCE OF THE AUTHORIZED INSPECTOR OBTAINED. QUALITY CONTROL SYSTEM MANUAL REVISION LEVEL AND ACCEPTANCE WILL BE DOCUMENTED ON THE TABLE OF CONTENTS SECTION "B", WHICH WILL BE SIGNED AND DATED BY THE Q.C.M. OR HIS/HER DESIGNEE AND THE AI. MANUAL NUMBER, REVISION LEVEL AND DATE WILL ALSO BE RECORDED ON THE COVER SHEET. REVISIONS WILL BE PRESENTED TO AND ACCEPTED BY THE AI, PRIOR TO IMPLEMENTATION.
- 1.3 THE ABOVE REVISIONS SHALL BE RECORDED ON Q.C.S.M. REVISION LOG (EXHIBIT 2). THIS LOG SHALL BE ON FILE IN THE QUALITY CONTROL DEPARTMENT.
- 1.4 IT SHALL BE THE RESPONSIBILITY OF THE Q.C.M. OR HIS/HER DESIGNEE TO DISTRIBUTE ALL REVISIONS TO THE MANUAL AND TO COLLECT AND DESTROY ALL OBSOLETE PAGES.
- 1.5 ASME CODE EDITIONS WHICH ARE ISSUED EVERY 2 YEARS WILL BE REVIEWED FOR POSSIBLE CHANGES TO THIS MANUAL. IF CHANGES ARE REQUIRED THEY SHALL BE IMPLEMENTED WITHIN 6 MONTHS OF ISSUANCE.

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DRAWINGS, DESIGN CALCULATIONS AND SPECIFICATION CONTROL

- 1.0 THE ENGINEERING MANAGER OR HIS/HER DESIGNEE IS RESPONSIBLE FOR REVIEW OF:

CUSTOMERS SPECIFICATIONS TO ENSURE CODE COMPLIANCE CAN BE OBTAINED.

- 1.1 THE ENGINEERING MANAGER OR HIS/HER DESIGNEE IS RESPONSIBLE FOR DESIGN CALCULATIONS AND/OR REVIEW OF CALCULATIONS SUPPLIED BY CUSTOMER. THESE CALCULATIONS ARE DERIVED FROM APPLICABLE CODE SECTIONS. CALCULATIONS WILL BE AVAILABLE TO THE A.I. FOR REVIEW.

- 1.1.1 ACCESS TO COMPUTER PROGRAMS USED FOR MECHANICAL DESIGN CALCULATIONS OR STRESS AND FATIGUE ANALYSES SHALL BE ONLY THROUGH THE ENGINEERING MANAGER OR HIS/HER DESIGNEE. BEFORE NEW OR REVISED COMPUTER PROGRAMS ARE USED, THEY SHALL HAVE THEIR ACCURACY CHECKED BY RUNNING MANUALLY- CALCULATED TEST PROBLEMS. THIS WILL BE DOCUMENTED & SIGNED BY THE ENGINEERING MANAGER OR HIS/HER DESIGNEE AS PROOF OF ACCURACY. THE ENGINEERING MANAGER OR HIS/HER DESIGNEE SHALL VERIFY THE ACCURACY OF COMPUTER PROGRAMS UPON THE ISSUANCE OF NEW CODES. CALCULATIONS MAY BE PERFORMED IN HOUSE OR SUBCONTRACTED.

- 1.2 THE ENGINEERING MANAGER IS RESPONSIBLE FOR DEVELOPMENT AND/OR REVIEW OF DRAWINGS SUPPLIED BY CUSTOMER. DRAWINGS WILL BE AVAILABLE TO A.I. FOR REVIEW. AS A MINIMUM THESE DRAWINGS SHALL INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING:

- A. CONSTRUCTION CODE, YEAR
- B. CONSTRUCTION DETAIL
- C. TOLERANCES
- D. HEAT TREATMENTS – IF REQUIRED

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- E. DESIGN NOTES & CONDITIONS
- F. MATERIAL NOTES
- G. WELDING PROCEDURE NUMBERS
- H. NON-DESTRUCTIVE TESTING REQUIREMENTS
- I. CODE STAMPING INFORMATION
- J. REVISION NUMBER
- K. EXPLANATION OF REVISION

1.2.1 DRAWING IDENTIFICATION:

ALL DRAWINGS WILL CONTAIN THE ITEM NUMBER (WHEN AVAILABLE), CUSTOMER NAME, A DRAWING IDENTIFICATION NUMBER, AND A VESSEL SERIAL/SHOP ORDER NUMBER ON THE PRODUCTION PRINTS PRIOR TO ISSUE.

1.3 CONTROL OF DRAWINGS AND PRINTS:

THE ENGINEERING MANAGER OR HIS/HER DESIGNEE IS RESPONSIBLE FOR CHECKING, APPROVING, AND DISTRIBUTING DRAWINGS TO THE SHOP/FIELD FOREMAN. DRAWINGS ARE EITHER PROVIDED BEFORE GOING TO THE FIELD OR HAND DELIVERED.

- 1.3.1 WHEN REVISIONS ARE NECESSARY, THE ENGINEERING MANAGER WILL REVISE THE DRAWING PER ENGINEERING SPECIFICATIONS AND WILL INDICATE A CHANGE NUMBER (BEGINNING WITH 1 FOR THE FIRST REVISION) IN THE SPACE PROVIDED ON THE DRAWING. THE ENGINEERING MANAGER IS RESPONSIBLE FOR REDISTRIBUTING THE REVISED DRAWING TO THE SHOP/FIELD FOREMAN AND DESTROYING (OR PLAINLY MARK VOID) THE DRAWING TO WHICH SUCH REVISIONS WERE MADE. MINOR REVISIONS I.E., WPS#, MATERIAL SPECIFICATIONS, ETC., MAY BE MADE IN INK,

INITIALED AND DATED BY THE ENGINEER MANAGER. WHEN THIS
OPTION IS USED ALL ISSUED DRAWINGS, MUST BE INITIALED AND
DATED BY THE ENGINEERING MANAGER.

1.3.2 THE Q.C.M. OR HIS/HER DESIGNEE OR ENGINEERING MANAGER
OR HIS/HER DESIGNEES SHALL KEEP A DRAWING
TRANSMITTAL RECORD (EXHIBIT #3) CONTAINING DWG. #, REV.
NO., AND DATE OF ISSUE.

1.4 CONTROL OF CODED VESSEL FILE: EACH ITEM UPON RECEIPT OF AN ORDER WILL BE
ASSIGNED A SERIAL NUMBER AND A FILE WILL BE GENERATED SHOWING THE
SERIAL NUMBER OF THE VESSEL ON ITS COVER. IT WILL BE THE RESPONSIBILITY OF
THE Q.C.M. OR HIS/HER DESIGNEE OR ENGINEERING MANAGER OR HIS/HER
DESIGNEE TO ASSIGN VESSEL SERIAL NUMBERS. THESE NUMBERS WILL RUN
CONSECUTIVELY.

1.5 ALL CALCULATIONS AND DRAWINGS SHALL BE APPROVED BY INITIALS AND
DATE BY ENGINEERING MANAGER ON THE DOCUMENT AND INDICATED
ON THE INSPECTION TRAVELER SHEET. (EXHIBIT #7)

1.6 THE QUALITY CONTROL MANAGER OR HIS/HER DESIGNEE SHALL MAKE ALL
DRAWINGS, DESIGN CALCULATIONS, AND BILL OF MATERIAL (EXHIBIT #4) FOR EACH
JOB AVAILABLE TO THE AUTHORIZED INSPECTOR PRIOR TO THE START OF
FABRICATION.

1.6.1 REPEAT JOBS MAY BE STARTED WITHOUT THE INITIAL SIGNATURE OF THE
AUTHORIZED INSPECTOR ON THE INSPECTION TRAVELER SHEET AS NOTED
ABOVE PROVIDED THAT:

1.6.1.1 THE CODE CALCULATIONS AND DRAWINGS HAVE BEEN PREVIOUSLY
REVIEWED AND ACCEPTED BY AN AUTHORIZED INSPECTOR AND ALL

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ASPECTS OF THE CURRENT JOB ARE TO BE IDENTICAL TO THOSE
PREVIOUSLY APPROVED.

1.6.1.2 NEW CODE EDITIONS SHALL BE REVIEWED AND CHECKED BY THE
ENGINEERING MANAGER PRIOR TO THEIR EFFECTIVE DATE TO
VERIFY THAT THEY DO NOT REQUIRE JOB CALCULATIONS OR
DRAWINGS TO BE UPDATED. CODE CALCULATIONS WITH NEW EDITION
WILL BE PRINTED AND MANUAL CALCULATIONS PERFORMED TO
ENSURE ACCURATE MATHEMATICS.

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MATERIAL CONTROL

- 1.0 ALL MATERIAL, INCLUDING WELDING MATERIALS, SHALL BE PURCHASED TO ASME SPECIFICATIONS, I.E, SA, SB, SFA, SPECIFICATIONS. ASTM SPECIFICATIONS ARE ACCEPTABLE ONLY IF PRODUCED TO AN ASTM EDITION AND ADDENDA ACCEPTED IN ASME SECTION II PART A AND B, TABLE II-200-1. ALL COLD FORMED CARBON OR LOW ALLOY STEEL PRESSURE BOUNDARY PARTS SHALL MEET THE REQUIREMENTS OF UCS-79, UG-80 AND UG-81 AS APPLICABLE. PURCHASE ORDERS FOR ROLLING AND TACK WELDING CYLINDERS SHALL INCLUDE THE NAME OF THE SUB-CONTRACTOR. TACK WELDS MADE BY SUBCONTRACTORS SHALL BE REMOVED.**
- 1.1 THE ENGINEERING MANAGER IS RESPONSIBLE FOR FURNISHING THE Q.C.M. OR HIS/HER DESIGNEE WITH A COMPLETE BILL OF MATERIALS AS INCLUDED ON THE DRAWING OR A STAND ALONE DOCUMENT SO THAT CODE MATERIALS MAY BE ORDERED BY PURCHASE ORDER. (EXHIBIT #5)**
- 1.1.1. IN CASES WHERE SUBSTITUTION OF MATERIAL IS NECESSARY, APPROVAL MUST BE OBTAINED FROM THE ENGINEERING MANAGER, DOCUMENTED ON REVISED BILL OF MATERIAL AND PRESENTED TO THE A.I. FOR CONCURRENCE.**
- 1.1.2. WHEN MATERIAL TEST REPORTS AND/OR CERTIFICATION TO UCS-79, UG-80, UG-81, OR OTHER SPECIAL REQUIREMENTS ARE REQUIRED BY APPLICABLE CODE SECTIONS, THIS WILL BE NOTED ON THE PURCHASE ORDER.**
- 1.1.3. THE Q.C.M. OR HIS/HER DESIGNEE IS RESPONSIBLE FOR ORDERING THE MATERIAL.**
- 1.1.4. A COPY OF THE PURCHASE ORDER SHALL BE KEPT ON FILE WITH THE Q.C.M. OR HIS/HER DESIGNEE UNTIL RECEIPT AND ACCEPTANCE OF THE ORDER AT**

WHICH TIME IT SHALL BE FILED BY THE QUALITY CONTROL MANAGER OR
HIS/HER DESIGNEE.

- 2.0 ALL INCOMING MATERIAL SHALL BE INSPECTED AND PROCESSED BY THE
QUALITY CONTROL MANAGER OR HIS/HER DESIGNEE.
- 2.1 THE Q.C.M. OR HIS/HER DESIGNEE SHALL VERIFY THAT ALL DOCUMENTATION AS
REQUIRED BY THE PURCHASE ORDER IS OBTAINED FOR ALL MATERIAL
RECEIVED. HE SHALL ENSURE THAT THE DOCUMENTATION REPRESENTS THE
DELIVERED MATERIAL BY COMPARING THE DOCUMENTATION NUMBERING
(SUCH AS MATERIAL SPECIFICATION, HEAT NUMBERS) TO THE ACTUAL NUMBERS
STAMPED OR STENCILED ON THE MATERIAL, ON THE BUNDLE, OR SHIPPING
CONTAINER. THE MTR OR CERTIFICATION IS THEN CHECKED AGAINST THE
REQUIREMENTS OF THE MATERIAL SPECIFICATION AND IF ACCEPTABLE, THE
DOCUMENT IS INITIALED AND DATED BY THE Q.C.M.
- 2.3 THE Q.C.M. OR HIS/HER DESIGNEE SHALL VISUALLY EXAMINE ALL DELIVERED
MATERIAL FOR THE PRESENCE OF DEFECTS OR DAMAGE. HE SHALL CHECK
ANY CUT MATERIALS FOR LAMINATION IN THE CUT EDGES. HE SHALL
CHECK ANY CONTAINERS WHICH HOLD WELDING MATERIAL FOR DENTS OR
PUNCTURES. ALSO, HE SHALL MEASURE ALL DELIVERED MATERIAL TO ENSURE
THAT THE CRITICAL DIMENSIONS (THICKNESS, LENGTH, WIDTH OR DIAMETER) ARE
WITHIN THE TOLERANCES PERMITTED BY THE PURCHASE ORDER. MATERIAL
RECEIVED AT THE SHOP AND THEN TRANSPORTED TO THE FIELD WILL BE
RE-INSPECTED FOR DAMAGE AT THE FIELD SITE PRIOR TO USE.
- 2.4 THE Q.C.M. OR HIS/HER DESIGNEE SHALL RECORD THE RESULTS OF ALL
VERIFICATIONS AND EXAMINATIONS REQUIRED BY THE ABOVE PARAGRAPHS
ON THE INSPECTION TRAVELER SHEET (EXHIBIT #7), STANDARD AND
MISCELLANEOUS PRESSURE PARTS MAY BE DOCUMENTED AS ACCEPTABLE ON THE

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PURCHASE ORDER. WHEN ALL ASPECTS OF AN ITEM CONFORM TO THE SPECIFIED REQUIREMENTS, THEN THAT ITEM CAN BE ACCEPTED.

- 2.5 ALL PLATE AND PLATE PRODUCTS WILL BE MADE TRACEABLE TO PURCHASE ORDER BY TRANSFERRING PURCHASE ORDER NUMBER TO MATERIAL UPON ACCEPTANCE.**
- 2.6 A COPY OF THE MTR'S AND/OR CERTIFICATIONS SHALL BE ATTACHED TO THE PURCHASE ORDER ON FILE IN THE QUALITY CONTROL DEPARTMENT.**
- 2.7 IF FOR ANY REASON, AN ITEM FAILS BY VERIFICATION OR EXAMINATION TO CONFORM TO THE SPECIFICATIONS OR CONTAINS DEFECTS OR DAMAGE, THE ITEM SHALL BE REJECTED. THE Q.C.M. OR HIS/HER DESIGNEE SHALL MARK A YELLOW STRIPE ON THE ITEM. ALL NONCONFORMITIES WILL BE HANDLED IN ACCORDANCE WITH SECTION VII OF THIS MANUAL. WHEN FURTHER MATERIAL TESTING IS PERFORMED BY OTHER THAN THE MATERIAL MANUFACTURER; DOCUMENTS SHALL BE OBTAINED TO DETERMINE THAT THE MATERIAL MEETS THE REQUIREMENTS OF THE MATERIAL SPECIFICATION OR CONTRUCTION CODE. THE QUALITY CONTROL MANAGER IS RESPONSIBE FOR REVIEW OF DOCUMENTATION FOR COMPLIANCE WITH PROCEDURE AND CODE.**
- 3.0 STANDARD PRESSURE PARTS SHALL HAVE THE REQUIRED MARKINGS AT THE TIME OF RECEIPT AS VERIFIED BY Q.C. AND ACCEPTANCE INDICATED ON THE COPY OF THE PURCHASE ORDER. THESE MARKINGS SHALL BE MAINTAINED UNTIL FINAL INSPECTION.**
- 4.0 MATERIAL IDENTIFICATION**
- 4.1 MATERIAL FOR PRESSURE PARTS SHALL BE LAID OUT SO THAT WHEN THE VESSEL IS COMPLETED, A COMPLETE SET OF THE IDENTIFICATION MARKINGS WILL BE PLAINLY VISIBLE. IN CASE THE IDENTIFICATION MARKINGS ARE**
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UNAVOIDABLY CUT OUT, OR THE MATERIAL IS DIVIDED INTO TWO OR MORE PARTS, ONE SET SHALL BE ACCURATELY TRANSFERRED PRIOR TO CUTTING BY STENCIL OR PAINT STICK TO A LOCATION WHERE THE MARKINGS WILL BE VISIBLE ON THE COMPLETED VESSEL.

4.2 THE ABOVE PROCEDURE IS VERIFIED BY THE Q.C.M. ON THE INSPECTION TRAVELER SHEET. (EXHIBIT #7)

5.0 TO MAINTAIN IDENTIFICATION FOR TEMPORARY AND NON PRESSURE ATTACHMENTS, PIPE, TUBING AND/OR FORGINGS, THE FOLLOWING PROCEDURE MAY BE USED IN LIEU OF MATERIAL SPECIFICATION AND HEAT NUMBER TRANSFER. UPON ACCEPTANCE OF MATERIAL EACH PIECE MAY BE COLOR CODED AS DESCRIBED OR THE MATERIALS ASSIGNED "P" NUMBER MAY BE APPLIED. THIS PROCEDURE MUST BE ACCEPTABLE TO THE AUTHORIZED INSPECTOR.

- (1) SA-516-70 OR SA-106-B , SA-36 OR SA-105, SA-234-WPB, SA-53-B SEAMLESS MARK WITH A RED STRIPE
- (2) NON-CONFORMING MARK WITH A YELLOW STRIPE

6.0 RECORDS

6.1 ALL DOCUMENTS REFERRED TO IN THIS SECTION SHALL BE FILED BY THE Q.C.M. OR HIS/HER DESIGNEE IN ACCORDANCE WITH SECTION XII OF THIS MANUAL. THESE RECORDS SHALL BE AVAILABLE FOR REVIEW BY THE AI.

EXAMINATION AND INSPECTION PROGRAM

- 1.0 THE Q.C.M. OR HIS/HER DESIGNEE SHALL PREPARE AN INSPECTION TRAVELER SHEET BASED UPON APPROVED DRAWINGS FOR EACH VESSEL. PRIOR TO THE START OF FABRICATION, THE DESIGN DRAWINGS AND CALCULATIONS, AND THE INSPECTION TRAVELER SHEET SHALL BE SUBMITTED TO THE A.I. FOR HIS REVIEW AND ASSIGNMENT OF DESIRED HOLD POINTS. THE Q.C.M. OR HIS/HER DESIGNEE SHALL NOTIFY THE A.I. SUFFICIENTLY IN ADVANCE OF THE DESIGNATED HOLD POINTS.
- 2.0 THE Q.C.M. OR HIS/HER DESIGNEE IS RESPONSIBLE FOR CHECKING THE MATERIAL IDENTIFICATION, LAYOUT AND FIT-UP OF EACH VESSEL BY COMPARING THEM TO THE DESIGN DRAWING. UPON COMPLETION OF THE WELDING, HE SHALL CHECK THE WELDS TO ENSURE THAT THEY ARE IN ACCORDANCE WITH THE CODE AND THAT THEY HAVE BEEN IDENTIFIED WITH THE WELDER'S STAMP.
- 2.1 FOR ANY RADIOGRAPHY OR OTHER NDE WHICH IS REQUIRED, THE Q.C.M. OR HIS/HER DESIGNEE SHALL NOTIFY THE ACCEPTABLE SUBCONTRACTORS IN ACCORDANCE WITH SECTION IX OF THIS MANUAL.
- 2.2 EACH EXAMINATION AND INSPECTION STEP DENOTED ON THE INSPECTION TRAVELER SHEET SHALL BE SIGNED OFF BY THE PERSON(S) MAKING THE EXAMINATIONS AND INSPECTIONS AS THEY ARE COMPLETED AND ACCEPTED.
- 3.0 HYDROTEST
- 3.1 THE SHOP/FIELD FOREMAN IS RESPONSIBLE FOR PERFORMING THE REQUIRED HYDROTESTS ON ALL VESSELS WHICH HAVE HAD ALL VISUAL AND OTHER REQUIRED NONDESTRUCTIVE EXAMINATIONS AND INSPECTIONS PERFORMED
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AND ACCEPTED AND ALL PRODUCTION WELDING IS COMPLETE.

- 3.2 VESSELS SHALL BE SUBJECTED TO A HYDROSTATIC TEST OF NOT LESS THAN 1.3 TIMES THE MAXIMUM ALLOWABLE WORKING PRESSURE AS SPECIFIED BY THE CODE. DURING FILLING, THE TOP OF THE VESSEL SHALL BE VENTED TO PURGE ANY AIR POCKETS. SPECIAL ATTENTION WILL BE GIVEN TO THE METAL TEMPERATURE DURING THE HYDROSTATIC TEST AND IT SHALL BE MAINTAINED 30°F ABOVE MDMT BUT NOT TO EXCEED 120°F. WHILE VESSELS ARE UNDER PRESSURE, THE PRESSURE SHALL BE MONITORED AND COMPENSATED FOR ANY INCREASES WHICH RESULT FROM WARMING OF THE VESSEL OR OF THE WATER.
- 3.3 FOLLOWING THE APPLICATION OF THE TEST PRESSURE, A VISUAL INSPECTION OF ALL JOINTS AND CONNECTIONS SHALL BE MADE. INDICATING GAUGE RANGE SHALL NOT BE LESS THAN 1-1/2 NOR MORE THAN 4 TIMES REQUIRED TEST PRESSURE. THIS INSPECTION SHALL BE MADE BY THE Q.C.M. OR HIS/HER DESIGNEE, AND BY THE A.I. AND ANOTATED ON THE INSPECTION TRAVELER SHEET AND THE APPROPRIATE MANUFACTURE'S DATA REPORT.
- 4.1 STAMPING AND MANUFACTURER'S DATA REPORTS
- 4.2 THE Q.C.M. OR HIS/HER DESIGNEE IS RESPONSIBLE FOR CUSTODY AND CONTROLL OF THE ASME CERTIFICATION MARK. HE OR HIS DESIGNEE, SHALL DIE STAMP A NAMEPLATE FOR EACH VESSEL USING INFORMATION ON THE DESIGN DRAWING.
- 4.3 NATIONAL BOARD NUMBERS SHALL BE ASSIGNED TO VESSELS FOR WHICH NATIONAL BOARD REGISTRATION IS REQUIRED BY THE JURISDICTIONAL AUTHORITIES OR CLIENT. THE Q.C.M. OR HIS/HER DESIGNEE SHALL ASSIGN SEQUENTIAL NATIONAL BOARD NUMBERS. SEE SECTION XIV OF THIS MANUAL.

SECTION VI

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5.0 THE Q.C.M. OR HIS/HER DESIGNEE IS RESPONSIBLE FOR PREPARING THE MANUFACTURER'S DATA REPORT USING THE DESIGN DRAWINGS, THE NAMEPLATE REPRODUCTION, AND ANY OTHER RECORDS OR PROCEDURES THAT MAY BE REQUIRED. HE SHALL VERIFY THAT THESE ITEMS HAVE BEEN PREPARED IN ACCORDANCE WITH THE CODE AND, WHEN CORRECT, SHALL SIGN THE MANUFACTURER'S DATA REPORT.

5.1 THE MANUFACTURER'S DATA REPORT AND ALL RECORDS WHICH PERTAIN TO A PARTICULAR VESSEL SHALL BE PRESENTED TO THE A.I. FOR HIS REVIEW, ACCEPTANCE AND AUTHORIZATION TO APPLY THE ASME CODE CERTIFICATION MARK AND DESIGNATOR TO THE NAMEPLATE. WHEN THE RECORDS ARE ACCEPTABLE TO THE A.I., THE NAMEPLATE SHALL THEN BE APPLIED TO THE VESSEL BY THE SHOP/FIELD FOREMAN, OR HIS DESIGNEE. THE Q.C.M. OR HIS/HER DESIGNEE AND THE A.I. SHALL VERIFY THAT THE CORRECT NAMEPLATE HAS BEEN APPLIED TO THE CORRECT VESSEL.

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CORRECTION OF NONCONFORMITIES AND REPAIRS

1.0 DEFINITION

1.1 A NONCONFORMING ITEM IS ANY ITEM THAT DOES NOT COMPLY WITH THE CODE, CUSTOMER REQUIREMENTS OR THIS MANUAL.

1.2 MATERIAL NONCONFORMITIES ARE PROPERTIES, DIMENSIONS AND/OR MARKING OF PURCHASED MATERIAL WHICH DO NOT CONFORM TO THE ASME CODE, SECTION II, OR OTHER SPECIFICATIONS UNDER WHICH THEY ARE ORDERED.

1.3 MATERIAL NONCONFORMITIES MAY BE REVEALED DURING RECEIVING EXAMINATION OR DURING IN-PROCESS EXAMINATION.

1.4 FABRICATION NONCONFORMITIES ARE NONCONFORMING PROPERTIES, DIMENSIONS AND/OR MARKINGS OF IN-PROCESS MATERIAL WHICH RESULT FROM THE FABRICATION PROCESS ITSELF. FABRICATION NONCONFORMITIES MAY BE REVEALED DURING IN-PROCESS EXAMINATION OR DURING THE FINAL PRESSURE TEST.

2.0 CORRECTION

2.1 THE Q.C.M. OR HIS/HER DESIGNEE, SHALL PREPARE A NONCONFORMANCE REPORT (EXHIBIT #8) STATING THE NATURE AND LOCATION OF THE NONCONFORMITY AND THE RECOMMENDED CORRECTIVE ACTION TO BE TAKEN AND THE ITEM OR PART SHALL BE MARKED WITH A YELLOW STRIPE.

2.2 THE Q.C.M. OR HIS/HER DESIGNEE IS RESPONSIBLE FOR THE RESOLUTION OF NONCONFORMITIES.

2.3 NONCONFORMITIES MAY BE ELIMINATED BY CHANGES IN THE ORIGINAL DESIGN WHICH ENABLES THE MATERIAL OR COMPONENT TO BE USED AS IS.

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SUCH CHANGES MUST NOT INHIBIT THE VESSEL'S ABILITY TO PERFORM THE INTENDED FUNCTION. DIMENSIONAL OR MATERIAL CHANGES ARE TO BE REFERRED TO THE Q.C.M. OR HIS/HER DESIGNEE FOR DESIGN REVISIONS IN ACCORDANCE WITH SECTION IV OF THIS MANUAL.

2.4 PRIOR TO REWORK THE METHOD AND EXTENT OF REPAIRS SHALL RECEIVE THE CONCURRENCE OF THE A.I.

3.0 COSMETIC REPAIRS (BRUSHING, GRINDING, FILING, ETC.)

3.1 COSMETIC REPAIRS SHALL BE PERFORMED TO A PROCEDURE THAT HAS BEEN APPROVED BY THE Q.C.M. OR HIS/HER DESIGNEE AND ACCEPTED BY THE A.I.

4.0 IMPLEMENTATION

4.1 THE Q.C.M. OR HIS/HER DESIGNEE SHALL ENSURE THAT THE PROPOSED REPAIR PROCEDURE HAS BEEN FOLLOWED AND THAT THE COMPLETED REPAIR HAS BEEN IDENTIFIED WITH THE WELDER'S STAMP.

4.2 WHEN THE REPAIR HAS BEEN APPROVED BY THE Q.C.M. OR HIS/HER DESIGNEE, THE "YELLOW" MARKING SHALL BE REMOVED FROM THE MATERIAL SURFACE. APPROVAL IS GIVEN BY SIGNING THE NONCONFORMANCE REPORT.

5.0 RECORDS

5.1 THE Q.C.M. OR HIS/HER DESIGNEE SHALL SUBMIT THE COMPLETED NONCONFORMANCE REPORT TO THE A.I. FOR ACCEPTANCE.

5.2 THE Q.C.M. OR HIS/HER DESIGNEE SHALL ATTACH THE COMPLETED NONCONFORMANCE REPORT TO THE INSPECTION TRAVELER SHEET.

WELDING CONTROL

1.0 ALL WELDING, INCLUDING TACK WELDS, SHALL BE DONE BY QUALIFIED WELDERS USING PROCEDURES QUALIFIED IN ACCORDANCE WITH SECTION VIII, DIV 1. AND SECTION IX OF THE CODE.

1.0.1 TACK WELDS WHICH WILL BECOME PART OF A FINAL WELD SHALL BE VISUALLY INSPECTED AND PROPERLY PREPARED TO ENSURE THAT NO LACK OF FUSION WILL RESULT. TACK WELDS WHICH ARE DEFECTIVE SHALL BE COMPLETELY REMOVED.

1.0.2 THE Q.C.M. OR HIS/HER DESIGNEE IS RESPONSIBLE FOR EXAMINING EACH COMPLETED WELD TO ENSURE WELDS ARE ALL IN ACCORDANCE WITH THE CODE AND WITH THE DRAWINGS. WHEN SATISFIED THAT ALL REQUIREMENTS HAVE BEEN MET, HE SHALL INITIAL THE INSPECTION TRAVELER SHEET AT THE APPROPRIATE CONTROL POINT.

1.1 THE WELDING PROCEDURE SPECIFICATIONS ARE PREPARED AND REVISED, AS NECESSARY, BY THE ENGINEERING MANAGER OR HIS/HER DESIGNEE AND REVIEWED BY THE Q.C.M. OR HIS/HER DESIGNEE TO ENSURE THAT THESE WELDING PROCEDURE SPECIFICATIONS AND PROCEDURE QUALIFICATION RECORDS ARE RECORDED ON THE APPROPRIATE FORMS. Q.C.M. OR HIS/HER DESIGNEE IS RESPONSIBLE FOR QUALIFYING WELD PROCEDURES (W.P.S.) AND CERTIFYING PROCEDURE QUALIFICATION RECORDS (P.Q.R.). CERTIFICATIONS ARE PERFORMED BY WRITTEN SIGNATURE ONLY.

1.1.1 P.Q.R.'S SHALL BE FILLED OUT ON EACH W.P.S. DOCUMENTING ACTUAL RESULTS AND VARIABLES USED. ALL TESTS PERFORMED FOR P.Q.R.'S SHALL BE SUBCONTRACTED. SUBCONTRACTOR'S LABORATORY TEST REPORTS SHALL BE KEPT ON FILE IN ENGINEERING OR Q.C. DEPARTMENT. ALL P.Q.R.'S AND W.P.Q.'S AND LABORATORY TEST RESULTS SHALL BE MADE AVAILABLE FOR A.I.'S REVIEW.

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1.1.2 ALL W.P.S.'S WILL BE MADE AVAILABLE TO THE FOREMAN,
WELDERS, AND WELDING OPERATORS. THE FOREMAN IS
RESPONSIBLE FOR INSTRUCTING AND SUPERVISING WELDERS.

2.0 QUALIFICATION OF WELDERS AND WELDING OPERATORS

2.1 ALL WELDERS AND WELDING OPERATORS SHALL BE QUALIFIED IN
ACCORDANCE WITH SECTION IX OF THE CODE UNDER THE SUPERVISION OF
THE Q.C.M. OR HIS/HER DESIGNEE, THESE QUALIFICATION RECORDS SHALL BE
DOCUMENTED ON THE APPLICABLE FORMS. THESE FORMS WILL BE CERTIFIED BY
THE Q.C.M. OR HIS/HER DESIGNEE AND MADE AVAILABLE FOR THE A.I.'S REVIEW.

2.2 RENEWAL OF QUALIFICATION

2.2.1 WHEN A WELDER OR WELDING OPERATOR DOES NOT USE THE
SPECIFIC PROCESS, I.E., METAL ARC, GAS, SUBMERGED ARC, ETC., FOR
A PERIOD OF SIX MONTHS OR MORE THIS SHALL CONSTITUTE
REQUALIFICATION OF THE WELDER OR WELDING OPERATOR. THE A.I.
SHALL HAVE THE RIGHT AT ANY TIME TO CALL FOR AND WITNESS TESTS OF
THE WELDING PROCEDURE OR THE ABILITY OF ANY WELDER OR WELDING
OPERATOR. THE SAME ALSO APPLIES TO THE Q.C.M. OR HIS/HER DESIGNEE.
WELDER AND WELDING OPERATOR CONTINUITY SHALL BE MAINTAINED BY
THE QUALITY CONTROL MANAGER OR HIS/HER DISIGNEE.

2.2.2 A WELDERS PERFORMANCE RECORD (EXHIBIT #9) WILL BE KEPT
INDICATING PROCESSES USED, STAMP NUMBER OF WELDER AND/OR
WELDING OPERATOR. THE WELDER PERFORMANCE RECORD WILL BE KEPT
IN THE Q.C. DEPARTMENT AND MADE AVAILABLE FOR THE A.I.'S REVIEW.
WELDER CONTINUITY WILL BE VERIFIED FROM THE PREVIOUS YEAR
BEFORE A NEW WELDER PERFORMANCE RECORD IS INITIATED EACH YEAR.
ONCE CONTINUITY IS VERIFIED, THE Q.C.M. MAY RETAIN OR DISCARD
THE PREVIOUS WELDER PERFORMANCE RECORD AT HIS DISCRETION.

3.0 CONTROL OF WELD MATERIAL STORAGE

3.1 ALL ELECTRODE CONTAINERS SHALL BE STORED, UNOPENED, IN THE ELECTRODE STORAGE AREA UNTIL THEY ARE NEEDED. AFTER OPENING, LOW HYDROGEN ELECTRODE SHALL BE STORED IN ACCORDANCE WITH THE FILLER METAL MANUFACTURERS RECOMMENDATIONS OR ASME SECTION II, PART C. ALL LOW HYDROGEN ELECTRODES WHICH HAVE BEEN REMOVED FROM A HOLDING OVEN SHALL BE DISCARDED IF THE ELECTRODES HAVE BEEN EXPOSED TO THE ATMOSPHERE FOR MORE THAN ONE SHIFT. THE HANDLING OF LOW HYDROGEN ELECTRODE SHALL BE CONTROLLED AND MONITORED BY THE FOREMAN.

3.2 ALL UNUSED WELD MATERIAL WILL BE RETURNED TO THE FOREMAN AT THE END OF EACH WORK SHIFT FOR DISPOSAL.

4.0 IDENTIFICATION OF WELDS

4.1 THE Q.C.M. OR HIS/HER DESIGNEE SHALL BE RESPONSIBLE FOR ISSUING EACH WELDER OR WELDING OPERATOR AN IDENTIFICATION STAMP. THE WELDER OR WELDING OPERATOR SHALL STAMP OR MARK ON OR ADJACENT TO HIS WELD, HIS IDENTIFYING SYMBOL AT MAXIMUM INTERVALS OF THREE FEET IN ACCORDANCE WITH UW-37(F).

4.1.1 IF SERVICE CONDITIONS OR CUSTOMER REQUIREMENTS PROHIBIT THE STAMPING OR MARKING OF WELDS, WELDER SYMBOLS SHALL BE RECORDED ON THE DRAWING FILED IN THE VESSEL FILE OR ON A WELD MAP.

4.1.2 THE FOREMAN IS RESPONSIBLE FOR ASSURING ONLY QUALIFIED WELDERS/WELDING OPERATORS ARE USED ON CODE WORK.

NON-DESTRUCTIVE EXAMINATION

1.0 PREPARATION OF WRITTEN PROCEDURES:

1.1 THE Q.C.M. OR HIS/HER DESIGNEE SHALL BE RESPONSIBLE FOR DETERMINING THE EXTENT AND REQUIREMENTS FOR NON-DESTRUCTIVE EXAMINATIONS. ALL PROCEDURES, P.T., M.T., R.T. AND U.T. MAY BE FURNISHED BY SUBCONTRACTORS WITH APPROVAL BY THE Q.C.M. OR HIS/HER DESIGNEE THE PROCEDURES SHALL BE IN ACCORDANCE WITH ASME SECTION V AND VIII, DIVISION, 1. MT AND PT RESPECTIVELY FOR ASME SECTION VIII DIV. 1 MAY BE PERFORMED IN HOUSE UTILIZING PROCEDURES AND PERSONNEL QUALIFIED AND CERTIFIED BY THE Q.C.M. IN ACCORDANCE WITH APPENDIX 6 AND 8 OF ASME SECTION VIII DIV. 1.

1.2 ALL PROCEDURES SHALL BE AVAILABLE FOR REVIEW BY THE A.I.

2.0 PERSONNEL QUALIFICATION:

2.1 THE LEVEL III SHALL BE FURNISHED BY THE SUBCONTRACTORS AND A LETTER OF DESIGNATION AND ACCEPTANCE WILL BE KEPT ON FILE IN Q.C. DEPARTMENT.

2.2 ALL OTHER NDE PERSONNEL WHETHER LEVEL II OR LEVEL I SHALL BE FURNISHED BY THE SUBCONTRACTOR. ALL PERSONNEL RECORDS FOR QUALIFICATION PURPOSES SHALL BE KEPT ON FILE IN Q.C. DEPARTMENT.

2.3 INTERPRETATION OF NDE RESULTS SHALL BE BY A LEVEL II OR III.

2.4 ALL PERSONNEL QUALIFICATIONS ARE IN ACCORDANCE WITH SNT-TC-1A.
(LATEST CODE ACCEPTED EDITION)

3.0 RADIOGRAPHY

3.1 PROCESSING OF FILM MAY BE PERFORMED AT SUBCONTRACTOR'S LOCATION OR ON SITE.

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3.1.1 RT FILM VIEWER, CALIBRATED DENSITOMETER, AND OR A CALBRATED FILM STRIP MAY BE PROVIDED AT THIS LOCATION WHEN NOT SUPPLIED BY THE NDE SUBCONTRACTOR. EVIDENCE OF EQUIPMENT CALIBRATION SHALL BE OBTAINED WHEN SUPPLIED BY THE SUBCONTRACTOR.

4.0 FILM EVALUATION FOR RADIOGRAPHY

4.1 ALL FILM FOR CODED VESSELS SHALL BE REVIEWED BY Q.C.M. OR HIS/HER DESIGNEE PRIOR TO PRESENTATION TO A.I. THIS SHALL BE NOTED ON THE INSPECTION TRAVELER SHEET BY Q.C.M. OR HIS/HER DESIGNEE AND A.I.

4.2 THE A.I. HAS THE RIGHT AT ANY TIME TO CALL FOR AND REQUEST REQUALIFICATION OF NDE PERSONNEL OR PROCEDURES IF AT ANY TIME HE DOUBTS THEIR ABILITYYY TO PRODUCE MEANINGFUL RESULTS. THIS ALSO APPLIES TO THE QCM OR HIS/HER DESIGNEE.

4.3 ALL NDE PROCEDURES SHALL BE DEMONSTRATED CAPABLE OF PRODUCING MEANINGFUL RESULTS TO THE SATISFACTION OF THE A.I., AS REQUIRED BY ASME SECTION V, ARTICLE 1, PARAGRAPH T-150.

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HEAT TREATMENT

1.0 GENERAL

1.1 POST WELD HEAT TREATMENT, WHEN REQUIRED, WILL BE
PERFORMED BY AN ACCEPTABLE SUBCONTRACTOR.

2.0 PROCEDURES

2.1 THE Q.C.M. OR HIS/HER DESIGNEE SHALL PREPARE WRITTEN HEAT TREATMENT
PROCEDURES, OR IF THEY ARE PREPARED BY THE SUBCONTRACTOR, THE Q.C.M. OR
HIS/HER DESIGNEE SHALL REVIEW THEM TO ENSURE THAT THEY SPECIFY THE
APPLICABLE CODE REQUIREMENTS. THIS PROCEDURE WHETHER WRITTEN BY THE
COMPANY OR PROVIDED BY THE SUBCONTRACTOR SHALL SPECIFY THE PLACEMENT
AND METHOD OF ATTACHMENT OF THERMOCOUPLES. IF BARE-WIRE
THERMOCOUPLES ARE USED, THEY MAY BE ATTACHED BY CAPACITOR DISCHARGE
OR ELECTRIC RESISTANCE WELDING. A QUALIFIED WELDING PROCEDURE SHALL BE
SUBMITTED TO THE Q.C.M. AND A.I. FOR REVIEW AND ACCEPTANCE. THE WELDING
PROCEDURE SHALL MEET THE REQUIREMENTS OF UCS-56(g).

2.2 THE Q.C.M. OR HIS/HER DESIGNEE IS RESPONSIBLE FOR MONITORING THE
SUBCONTRACTOR'S OPERATION TO ENSURE THAT THE ABOVE PROCEDURES ARE
FOLLOWED ON WORK AND THAT THE REQUIRED EQUIPMENT CALIBRATIONS HAVE
BEEN PERFORMED. HE SHALL ALSO REQUEST THAT HEAT TREATMENT CHARTS BE
PROVIDED FOR EACH LOT OF VESSELS AND SHALL ENSURE THAT THE
CORRECT TEMPERATURES AND HEATING AND COOLING RATES WERE USED.

2.3 EACH VESSEL THAT REQUIRES HEAT TREATMENT SHALL HAVE ITS SERIAL
NUMBER DIE-STAMPED IN A CONSPICUOUS PLACE PRIOR TO SHIPMENT. THE
Q.C.M. OR HIS/HER DESIGNEE SHALL ENSURE THAT THIS HAS BEEN DONE AND SHALL
LIST EACH SERIAL NUMBER ON THE HEAT TREATMENT PURCHASE ORDER. THE
FOREMAN SHALL VERIFY, BY COMPARING SERIAL NUMBERS ON THE VESSELS

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AND PURCHASE ORDERS, THAT ALL VESSELS HAVE BEEN RETURNED AND
THEY HAVE BEEN INSPECTED FOR DAMAGE.

3.0 RECORDS

- 3.1 A HEAT TREATMENT CHART SHALL BE PROVIDED FOR EACH LOT OF VESSELS
WHICH IS HEAT TREATED. EACH CHART SHALL HAVE THE SERIAL NUMBER
OF EACH VESSEL IN THE LOT, THE PURCHASE ORDER NUMBER, THE
SIGNATURE OF THE SUBCONTRACTOR OVEN OPERATOR OR OTHER
RESPONSIBLE PERSON.**
- 3.2 ALL HEAT TREATMENT CHARTS, PROCEDURES, AND RECORDS OF CALIBRATION
SHALL BE MADE AVAILABLE TO THE A.I. FOR HIS REVIEW AND ACCEPTANCE.**

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CALIBRATION OF MEASUREMENT AND TEST EQUIPMENT

1.0 INSPECTION AND TESTING EQUIPMENT

1.1 ALL EQUIPMENT USED FOR INSPECTION (I.E., HYDROSTATIC TEST GAUGES, MICROMETERS AND CALIPERS) SHALL BE HANDLED AND STORED IN A MANNER THAT WILL NOT JEOPARDIZE THEIR DIMENSIONAL AND FUNCTIONAL CHARACTERISTICS. CALIBRATION SHALL BE PERFORMED BY AN ACCEPTABLE CALIBRATION LAB OR TESTING FACILITY.

2.0 HYDROSTATIC TEST GAUGES

2.1 ALL HYDROSTATIC TEST GAUGES SHALL BE CALIBRATED AGAINST A DEAD WEIGHT TESTER OR MASTER GAUGE TRACEABLE TO NATIONAL STANDARDS. MAXIMUM INTERVAL BETWEEN CALIBRATION SHALL BE ONE YEAR, HOWEVER GAUGES SHALL BE RECALIBRATED AT ANY TIME ERROR IS SUSPECTED.

2.2 ALL HYDROSTATIC TEST GAUGES SHALL BE PERMANENTLY IDENTIFIED BY NUMBER AND/OR SERIAL NUMBER. A STICKER REFLECTING DATE OF CALIBRATION WILL BE VISIBLE ON THE GAUGE.

3.0 MICROMETER AND CALIPERS

3.1 ALL MICROMETERS AND CALIPERS WILL BE CHECKED AGAINST AN ABSOLUTE GAUGE BLOCK, OR BY ZEROING OUT, BEFORE AND AFTER EACH USE OR AT ANY TIME ERROR IS SUSPECTED. THESE VERIFICATIONS WILL NOT BE RECORDED.

4.0 CALIBRATION RECORDS

4.1 THE Q.C.M. OR HIS/HER DESIGNEE IS RESPONSIBLE FOR MAINTAINING A RECORD OF CALIBRATIONS OF HYDROSTATIC TEST GAUGES. THESE FORMS SHALL BE KEPT ON

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FILE BY THE Q.C. DEPARTMENT. THESE FILES SHALL BE AVAILABLE TO A.I. FOR REVIEW.

4.2 THE A.I. OR Q.C.M. OR HIS/HER DESIGNEE MAY CALL FOR RECALIBRATION OF MEASURING AND TEST EQUIPMENT IF ACCURACY IS QUESTIONABLE.

5.0 THE Q.C.M. OR HIS/HER DESIGNEE WILL BE RESPONSIBLE FOR CALIBRATION, RECORD RETENTION AND IMPLEMENTING PROPER STORAGE AND HANDLING OF MEASURING AND TEST EQUIPMENT.

6.0 EVIDENCE OF CALIBRATION OF NDE EQUIPMENT AS REQUIRED BY CODE SHALL BE FURNISHED BY THE SUBCONTRACTOR AND THESE RECORDS SHALL BE MADE AVAILABLE ON REQUEST. ALL NDE EQUIPMENT CALIBRATION RECORDS SHALL BE MADE AVAILABLE TO THE A.I. FOR REVIEW.

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RECORD RETENTION

1.0 GENERAL

1.1 RECORDS GENERATED AS A RESULT OF INSPECTION, EXAMINATION, FABRICATION, PROCEDURE, ETC., ARE A PART OF BASIC COMMUNICATION AND DOCUMENTATION FOR QUALITY CONTROL SYSTEM. THEY PROVIDE OBJECTIVE EVIDENCE OF THE QUALITY OF OPERATIONS AND THE APPROPRIATE ACTION TAKEN. THESE RECORDS ALSO PROVIDE MANAGEMENT WITH THE INFORMATION NEEDED TO ANALYZE QUALITY PERFORMANCE.

2.0 AVAILABILITY

2.1 WHEN REQUESTED, ALL QUALITY CONTROL RECORDS SHALL BE MADE AVAILABLE FOR REVIEW BY THE A.I. AND THE CUSTOMER.

3.0 RETENTION OF FILES & Q.C. RECORDS

3.1 RECORDS AND FILES SHALL BE MAINTAINED BY THE ENGINEERING MANAGER OR HIS/HER DESIGNEE AS REQUIRED AND IN ACCORDANCE WITH SECTION VIII, DIVISION 1, APPENDIX 10-13 OF THE ASME BOILER AND PRESSURE VESSEL CODE. RECORDS MAY BE MAINTAINED IN EITHER ELECTRONIC OR "HARD COPY" FORMAT. ALL RECORDS FOR FABRICATED OR ASSEMBLED PARTS THAT ARE SUPPLIED BY THE CUSTOMER OR PURCHASER AND WHERE THE COMPANY TAKES NO DESIGN RESPONSIBILITY SHALL ALSO BE MAINTAINED IN ACCORDANCE WITH THIS SECTION AND APPENDIX 10-13.

3.2 RT FILM SHALL BE MAINTAINED UNTIL ACCEPTED BY THE A.I., AND A MANUFACTURER'S DATA REPORT HAS BEEN SIGNED. RT AND UT TEST RESULTS SHALL BE RETAINED IN ACCORDANCE WITH ASME SECTION VIII DIVISION 1, APPENDIX 10-13.

AUTHORIZED INSPECTOR

1.0 DEFINITION OF INSPECTOR

1.1 THE AUTHORIZED INSPECTOR IS AN INSPECTOR WHO HOLDS VALID COMMISSIONS AND INDORSEMENTS ISSUED BY THE NATIONAL BOARD AND WHO IS EMPLOYED BY AN AUTHORIZED INSPECTION AGENCY, ACCREDITED BY ASME AND NB WITH WHICH THE COMPANY HAS A CURRENT AGREEMENT FOR INSPECTION SERVICES. THE INSPECTOR SHALL NOT BE IN THE EMPLOY OF THE MANUFACTURER. ALL INSPECTORS SHALL HAVE BEEN QUALIFIED BY A WRITTEN EXAMINATION UNDER THE RULES OF ANY STATE OF THE UNITED STATES OR PROVINCE OF CANADA WHICH HAS ADOPTED THE ASME BOILER AND PRESSURE VESSEL CODE. ASME/NB WILL BE NOTIFIED WHENEVER THE AGREEMENT FOR INSPECTION SERVICES IS CANCELLED OR CHANGED TO ANOTHER ASME/NB ACCREDITED AUTHORIZED INSPECTION AGENCY.

1.2 THE Q.C.M. OR HIS/HER DESIGNEE IS THE NORMAL CONTACT FOR THE A.I.

1.2.1 THE A.I. AND HIS SUPERVISOR SHALL BE PERMITTED FREE ACCESS AT ALL TIMES TO ALL AREAS OF THE PLANT, FIELD SITES AND SUBCONTRACTORS FACILITIES INVOLVED IN THE MANUFACTURE OF ASME CODE ITEMS AND RECORDS.

1.2.2 THE A.I. SHALL HAVE ACCESS TO ALL CALCULATIONS, DRAWINGS AND OTHER SUCH DOCUMENTS AS MAY BE NEEDED OR AS REQUIRED BY THE APPLICABLE CODE. THE AI HAS THE RIGHT AT ANYTIME TO REFUSE SIGNING OF A MANUFACTURERS DATA REPORT, WHERE UNRESOLVED NONCONFORMATIES EXIST.

1.2.3 THE A.I. SHALL BE PROVIDED WITH A CURRENT CONTROLLED COPY OF THE QUALITY CONTROL MANUAL AT BOTH SHOP AND FIELD SITE LOCATIONS AS NEEDED.

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CONTROL OF NATIONAL BOARD NUMBERS

- 1.0 THE Q.C.M. OR HIS/HER DESIGNEE SHALL BE RESPONSIBLE FOR ISSUING NATIONAL BOARD NUMBERS. THE NATIONAL BOARD NUMBERS SHALL BE ISSUED IN SEQUENCE BEGINNING WITH NO. 1 AND CONTINUING WITHOUT SKIPPING NUMBERS. THE Q.C.M. OR HIS/HER DESIGNEE SHALL MAINTAIN A LOG OF THE NATIONAL BOARD NUMBERS. THIS LOG WILL CONTAIN THE NATIONAL BOARD NUMBER, DATE OF ISSUANCE, MANUFACTURERS SERIAL NUMBER, CUSTOMER AND DESCRIPTION OF THE VESSEL. THE Q.C.M. OR HIS/HER DESIGNEE SHALL ASSEMBLE IN AN ORDERLY FASHION THE ORIGINAL MANUFACTURER'S DATA REPORT PROPERLY SIGNED BY THE Q.C.M. OR HIS/HER DESIGNEE AND THE A.I. THESE MANUFACTURER'S DATA REPORTS SHALL BE SENT TO THE NATIONAL BOARD WITHIN 30 DAYS OF CERTIFICATION.

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REPAIRS AND ALTERATIONS

- 1.0 SHOP OR FIELD REPAIRS OR ALTERATIONS TO CODE PRESSURE RETAINING ITEMS, WHEN REQUIRED BY THE OWNER, JURISDICTION, OR THE CUSTOMER, WILL BE MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE NATIONAL BOARD INSPECTION CODE (NBIC), AND THE ORIGINAL CODE OF CONSTRUCTION, AND THIS QUALITY SYSTEM MANUAL SHALL CONFORM, INsofar AS POSSIBLE TO THE MOST APPLICABLE ASME CODE SECTION EDITION AND/OR ADDENDA, PROVIDED THE COMPANY HAS THE CONCURRENCE OF THE INSPECTOR AND THE JURISDICTION WHERE THE PRESSURE RETAINING ITEM IS INSTALLED.**
- 2.0 PROCEDURES:**
- 2.1 THE ENGINEERING MANAGER WILL REVIEW WORK TO BE PERFORMED TO ASCERTAIN IF IT SHOULD BE CLASSIFIED AS A REPAIR OR AS AN ALTERATION, AND TO WHICH CODE OF CONSTRUCTION OR STANDARD THE WORK WILL BE PERFORMED. REPAIRS AND ALTERATIONS ARE THOSE WHICH ARE DEFINED IN NBIC PART 3.**
- 2.2 THE ENGINEERING MANAGER OR HIS/HER DESIGNEE WILL DEVELOP AND/OR APPROVE CALCULATIONS, DRAWINGS, REPAIR TRAVELERS (EXHIBIT NO.6), OR JOB PROCEDURES, AS NECESSARY, FOR THE REQUIRED REPAIR/ALTERATION.**
- 2.2.1 DRAWINGS, REPAIR TRAVELERS, OR JOB PROCEDURES SHALL LIST ESSENTIAL JOB INFORMATION SUCH AS; TYPE, GRADE, THICKNESS OF MATERIAL, WELD DETAILS, APPROVED WELDING PROCEDURES, NDE REQUIREMENTS AND FINAL TESTING REQUIREMENTS.**
- 2.2.2 IF MATERIAL IS NEEDED, THE ENGINEERING MANAGER WILL MAKE A BILL OF MATERIAL, LISTING INFORMATION FOR ORDERING MATERIAL TO THE REQUIREMENTS OF THE APPLICABLE CODE OF CONSTRUCTION.**

2.3 IF POSSIBLE, THE ENGINEERING MANAGER WILL OBTAIN A COPY OF THE ORIGINAL MANUFACTURER'S DATA REPORT FROM THE OWNER/USER/MANUFACTURER, OR IF THE VESSEL IS REGISTERED WITH THE NATIONAL BOARD, ONE MAY BE OBTAINED FROM THAT SOURCE.

2.3.1 IF A COPY OF THE ORIGINAL MANUFACTURER'S DATA REPORT CAN NOT BE OBTAINED, REPAIR PROCEDURES WILL ADDRESS ANY ADDITIONAL REQUIREMENTS DEEMED NECESSARY (SUBJECT TO THE ACCEPTANCE OF THE INSPECTOR) TO ENSURE COMPLIANCE TO THE NBIC AND JURISDICTIONAL REQUIREMENTS.

2.4 IT IS THE RESPONSIBILITY OF THE QUALITY CONTROL MANAGER OR HIS/HER DESIGNEE TO ENSURE COMPLIANCE WITH THE QUALITY SYSTEM MANUAL FOR REPAIRS AND ALTERATIONS BOTH IN SHOP AND IN THE FIELD.

2.4.1 THE QUALITY CONTROL MANAGER OR HIS/HER DESIGNEE SHALL PREPARE A REPAIR TRAVELER WHEN NEEDED FOR REPAIRS AND/OR ALTERATIONS.

2.4.2 THE QUALITY CONTROL MANAGER OR HIS/HER DESIGNEE WILL PRESENT DRAWINGS, REPAIR TRAVELERS, AND JOB PROCEDURES TO THE INSPECTOR FOR HIS REVIEW PRIOR TO STARTING WORK ON THE ITEM.

2.5 ALL REPAIRS AND ALTERATIONS ARE SUBJECT TO THE ACCEPTANCE OF THE INSPECTOR.

2.5.1 THE INSPECTOR MAY REQUIRE THAT EVIDENCE BE OBTAINED FROM THE JURISDICTION BY THE OWNER OR USER TO DOCUMENT PRIOR ACCEPTANCE OF THE METHOD AND EXTENT OF THE REPAIR OR ALTERATION.

2.6 THE QUALITY CONTROL MANAGER OR HIS/HER DESIGNEE SHALL, PRIOR TO THE START OF WORK, PROVIDE THE INSPECTOR WITH ANY APPLICABLE DRAWINGS,

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PROCEDURES, REPAIR TRAVELERS, OR OTHER DOCUMENTS, INCLUDING A COPY OF THE ORIGINAL MANUFACTURER'S DATA REPORT FOR THE ITEM, NECESSARY FOR THE INSPECTOR TO ACCEPT THE REPAIR OR ALTERATION AND DESIGNATE HIS REQUIRED HOLD POINTS. ROUTINE REPAIRS ARE REPAIRS FOR WHICH THE REQUIREMENTS FOR THE IN-PROCESS INVOLVEMENT BY THE INSPECTOR AND STAMPING BY THE CERTIFICATE HOLDER MAY BE WAIVED AS DETERMINED BY THE JURISDICTION AND INSPECTOR.

2.7 THE QUALITY CONTROL MANAGER OR HIS/HER DESIGNEE SHALL ARRANGE FOR THE INSPECTOR TO HAVE ACCESS TO MAKE SUCH INSPECTIONS AS HE DEEMS NECESSARY IN ORDER TO ACCEPT THE REPAIR OR ALTERATION.

2.8 THE QUALITY CONTROL MANAGER OR HIS/HER DESIGNEE WILL KEEP THE INSPECTOR ADVISED OF THE PROGRESS AND COMPLETION OF THE WORK SO THAT HE MAY MAKE HIS DESIGNATED INSPECTIONS.

3.0 MATERIAL

3.1 MATERIAL FOR REPAIRS AND ALTERATIONS WILL BE PURCHASED AND HANDLED AS REQUIRED ELSEWHERE IN THE MAIN BODY OF THIS QUALITY CONTROL SYSTEM MANUAL. WHEN EXISTING MATERIALS CANNOT BE IDENTIFIED, THE QUALITY CONTROL MANAGER OR HIS/HER DESIGNEE SHALL BE RESPONSIBLE FOR ANY TESTING REQUIRED TO ESTABLISH THE MATERIAL SPECIFICATION. THE METHOD USED AND THE RESULTS SHALL BE AVAILABLE TO THE INSPECTOR. AS A MINIMUM A CHEMICAL ANALYSIS AND HARDNESS TESTING SHALL BE PERFORMED ON THE UNIDENTIFIED MATERIAL TO VERIFY WELDABILITY.

4.0 RECORDS:

4.1 REPAIRS AND ALTERATIONS, INCLUDING A DESCRIPTION OF ANY RELOCATION OF STAMPING OR NAMEPLATES, WILL BE DOCUMENTED ON THE APPROPRIATE

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NATIONAL BOARD REPORT FORM.

- 4.1.1 THE REPORT FORM WILL BE COMPLETED AND SIGNED BY
THE QUALITY CONTROL MANAGER OR HIS/HER DESIGNEE.**
- 4.2 THE FINAL RECORDS TOGETHER WITH THE COMPLETED NATIONAL BOARD REPORT
FORM WITH ANY APPLICABLE MANUFACTURER'S PARTIAL DATA REPORTS WILL BE
PRESENTED TO THE INSPECTOR FOR HIS REVIEW AND SIGNATURE WHEN HE IS
SATISFIED THAT ALL NATIONAL BOARD INSPECTION CODE AND JURISDICTIONAL
REQUIREMENTS HAVE BEEN MET.**
- 4.3 REPAIRS TO NATIONAL BOARD REGISTERED ITEMS MAY BE REGISTERED WITH THE
NATIONAL BOARD. ALTERATIONS TO NATIONAL BOARD REGISTERED ITEMS WILL
BE REGISTERED WITH THE NATIONAL BOARD.**
- 4.3.1 THE QUALITY CONTROL MANAGER OR HIS/HER DESIGNEE WILL MAINTAIN A
LOG OF "R" FORM REGISTRATION NUMBERS. THESE NUMBERS WILL START
WITH 1 AND PROGRESS SEQUENTIALLY WITHOUT SKIPS OR OMISSIONS.**
- 4.3.2 "R" FORMS NOT REGISTERED WITH THE NATIONAL BOARD WILL BE
MAINTAINED FOR A PERIOD OF 5 YEARS.**
- 4.4 AFTER BEING PROPERLY CERTIFIED, THE NATIONAL BOARD REPORT FORMS, ALONG
WITH ANY REQUIRED ATTACHMENTS SHALL BE DISTRIBUTED AS FOLLOWS BY THE
QUALITY CONTROL MANAGER OR THEIR DESIGNEE.**
- 4.4.1 FORM R-1 REPORT OF WELDED REPAIR: THESE SHALL BE DISTRIBUTED TO
THE OWNER OR USER, THE INSPECTOR (UPON REQUEST), THE JURISDICTION
IF REQUIRED, AND THE AUTHORIZED INSPECTION AGENCY RESPONSIBLE FOR
IN-SERVICE INSPECTION OF THE ITEM.**
- 4.4.2 FORM R-2 REPORT OF ALTERATION: THESE SHALL BE DISTRIBUTED TO THE
INSPECTOR (UPON REQUEST), THE AUTHORIZED INSPECTION AGENCY**

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RESPONSIBLE FOR THE IN-SERVICE INSPECTION OF THE ITEM, THE
OWNER/USER AND THE JURISDICITON AS REQUIRED.

4.4.3 FORM R-2 REPORT OF ALTERATION: IF THE ITEM ALTERED WAS REGISTERED
WITH THE NATIONAL BOARD, THE ORIGINAL OF THE R-2 FORM, ALONG
WITH ANY ATTACHMENTS, SHALL BE SUBMITTED TO THE NATIONAL BOARD.

5.0 STAMPING

5.1 THE QUALITY CONTROL MANAGER OR HIS/HER DESIGNEE WILL HAVE CUSTODY AND
CONTROL OF THE NATIONAL BOARD "R" SYMBOL STAMP.

5.1.1 THE "R" SYMBOL STAMP SHALL ONLY BE APPLIED TO A REPAIR OR
ALTERATION WITH THE CONCURRENCE OF THE INSPECTOR.

5.1.2 STAMPING OF REPAIRED AND/OR ALTERED PRESSURE RETAINING ITEMS
WILL BE ON DATA TAGS AS REQUIRED BY THE NBIC.

5.2 IF IT BECOMES NECESSARY TO REMOVE THE ORIGINAL MANUFACTURER'S CODE
STAMPING DURING THE REPAIR OR ALTERATION OF THE PRESSURE RETAINING
ITEM, THE PRIOR APPROVAL OF THE JURISDICTION MAY BE REQUIRED.

5.2.1 IN ANY CASE, THE INSPECTOR WILL WITNESS THE MAKING OF A FACSIMILE
OR RUBBING OF THE STAMPING, OBLITERATION OF THE ORIGINAL
STAMPING AND APPLICATION OF THE STAMPING TO THE NEW PART
WITHOUT THE CODE SYMBOL.

5.2.2 WHEN STAMPING IS ON A NAMEPLATE, THE INSPECTOR WILL WITNESS THE
TRANSFER OF THE NAMEPLATE TO THE NEW PART.

5.2.2 THE CODE SYMBOL AND/OR CERTIFICATION MARK IS NOT TO BE RESTAMPED.

6.0 RECORDS

6.1 ALL DOCUMENTS GENERATED TO SUBSTANTIATE THE INFORMATION LISTED
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SECTION XV

PAGE **6 OF 5**

REV 0

ON THE APPLICABLE NB FORM SHALL BE MAINTAINED FOR 5 YEARS.

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CONTROLLED MANUAL NO 2 SIXTH EDITION REV 0 DATE: 3/6/2018

OKLAHOMA ADDENDUM

- 1.0 THIS SECTION ADDRESSES THE ADDITIONAL REQUIREMENTS FOR REPAIRS AND ALTERATIONS TO BOILERS AND PRESSURE VESSELS LOCATED IN THE STATE OF OKLAHOMA.**
- 2.0 IT IS THE POLICY OF ATLANTIC FABRICATION AND DESIGN, LLC. TO COMPLY WITH THE REQUIREMENTS LISTED IN THIS MANUAL SECTION FOR ALL REPAIRS AND ALTERATIONS PERFORMED ON BOILERS AND PRESSURE VESSELS IN THE STATE OF OKLAHOMA AND THAT ARE COVERED IN THE STATE OF OKLAHOMA PRESSURE VESSEL SAFETY ACT AND BOILER AND PRESSURE VESSEL RULES.**
- 3.0 DEFINITIONS**
- 3.0.1 OKLAHOMA FORM R-2: THIS IS THE OKLAHOMA “REPORT OF WELDED REPAIRS”. THIS FORM IS TO BE USED IF A NATIONAL BOARD FORM IS NOT USED, FOR ROUTINE REPAIRS PERFORMED TO BOILERS AND PRESSURE VESSELS LOCATED IN THE STATE OF OKLAHOMA.**
- 3.0.2 OKLAHOMA STATE BOILER LAW AND RULES: THE JURISDICTIONAL LAW AND RULES FOR THE INSTALLATION, SERVICE, AND REPAIR OF BOILERS AND PRESSURE VESSELS IN THE STATE OF OKLAHOMA.**
- 3.0.3 REPORT FORM: WHERE THIS TERM IS USED IN THIS SECTION IT SHALL MEAN THE APPROPRIATE NATIONAL BOARD FORM (R-1, R-2, R-3, OR R-4).**
- 4.0 RESPONSIBILITIES**
- 4.1 IT SHALL BE THE RESPONSIBILITY OF THE QUALITY CONTROL MANAGER OR HIS/HER DESIGNEE TO OBTAIN, AND MAINTAIN CURRENT, AN OKLAHOMA LICENSE TO MAKE WELDED REPAIRS.**
- 4.2 PRIOR TO THE START OF A CODE REPAIR OR ALTERATION, THE QUALITY CONTROL**

MANAGER OR HIS/HER DESIGNEE SHALL CONTACT THE OKLAHOMA DEPARTMENT OF LABOR, SAFETY STANDARDS DIVISION, NOTIFYING THEM OF THE REPAIR AND OBTAIN FROM THEM AN OKLAHOMA REPAIR NUMBER.

- 4.2.1 THE OKLAHOMA REPAIR NUMBER SHALL BE SHOWN ON ALL "R" FORMS TO BE FILED WITH THE OKLAHOMA DEPARTMENT OF LABOR.
- 4.3 RE-RATING OF A PRESSURE RETAINING ITEM SHALL BE DONE ONLY AFTER THE REQUIREMENTS OF THE NATIONAL BOARD INSPECTION CODE HAVE BEEN MET TO THE SATISFACTION OF THE OKLAHOMA DEPARTMENT OF LABOR.
- 4.4 IN CASE OF AN ALTERATION WHERE THE ORIGINAL MANUFACTURER'S DATA REPORT CAN NOT BE OBTAINED, THE CHIEF BOILER INSPECTOR OF THE STATE OF OKLAHOMA MUST BE CONTACTED FOR APPROVAL OF THE PROCEDURE TO BE USED TO ENSURE COMPLIANCE WITH THE NBIC AND JURISDICTIONAL REQUIREMENTS.
- 4.5 THE QUALITY CONTROL MANAGER OR HIS/HER DESIGNEE SHALL BE RESPONSIBLE FOR PREPARING, CERTIFYING, AND DISTRIBUTING THE APPLICABLE REPAIR FORMS.
- 4.6 REPAIRS TO BE CONSIDERED "ROUTINE REPAIRS" AS DEFINED BY THE NBIC, MUST BE DOCUMENTED AS SUCH BY THE COMPANY AND THE INSPECTOR GIVING APPROVAL OF SUCH REPAIRS.
- 4.7 OKLAHOMA FORM R-2 MAY BE USED IN LIEU OF THE NATIONAL BOARD FORM R-1 TO SATISFY THE DOCUMENTATION REQUIREMENTS FOR REPAIR ON PRESSURE RETAINING ITEMS WITH THE STATE OF OKLAHOMA. (NOTE: THE NATIONAL BOARD WILL NOT ACCEPT THE OKLAHOMA FORM R-2 FOR THEIR RECORDS. WHEN THERE IS ANY DOUBT OF THIS, THE NATIONAL BOARD FORM R-1 SHALL BE USED. THE OKLAHOMA R-2 SHALL NEVER BE USED TO DOCUMENT AN ALTERATION).
- 4.8 IF THE REPAIRED OR ALTERED ITEM HAS BEEN ASSIGNED AN OKLAHOMA

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JURISDICTIONAL NUMBER, AND THAT NUMBER IS KNOWN TO THE REPORTING COMPANY, THE JURISDICTIONAL NUMBER WILL BE RECORDED ON THE "R" FORM IN THE APPROPRIATE SPACE.

- 4.9 NOTE THAT WHEN REPAIRS AND/OR ALTERATIONS ARE TO BE PERFORMED ON BOILERS AND/OR PRESSURE VESSELS THAT ARE INSTALLED IN THE STATE OF OKLAHOMA AND WHICH BEAR AN OKLAHOMA NUMBER, ATALANTIC FABRICATION AND DESIGN, LLC. SHALL EITHER SUBCONTRACT SAID REPAIR AND/OR ALTERATION TO ANOTHER QUALIFIED NATIONAL BOARD "R" CERTIFICATE HOLDER WHO IS IN AN ACTIVE SERVICE AGREEMENT WITH AN AUTHORIZED INSPECTION AGENCY THAT MEETS THE REQUIREMENTS OF THE OKLAHOMA BOILER AND PRESSURE VESSEL SAFETY ACT (CHAPTER 40 O.S. § 141.9 A.1), OR SHALL ENTER IN TO A SECONDARY SERVICE AGREEMENT WITH AN AUTHORIZED INSPECTION AGENCY THAT MEETS THE SAME REQUIREMENTS OF CHAPTER 40 O.S. § 141.9 A.1. THE NATIONAL BOARD SHALL BE NOTIFIED IF THE COMPANY ENTERS IN TO A SECONDARY SERVICE AGREEMENT FOR AUTHORIZED INSPECTION SERVICES.

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EXHIBITS

| | | REV. # | DATE |
|-----------------|---|--------|----------|
| EXHIBIT NO. 1: | Q.C.S.M. DISTRIBUTION LOG | 0 | 3/6/2018 |
| EXHIBIT NO. 2: | Q.C.S.M. REVISION LOG | 0 | 3/6/2018 |
| EXHIBIT NO. 3: | DRAWING TRANSMITTAL RECORD | 0 | 3/6/2018 |
| EXHIBIT NO. 4: | BILL OF MATERIAL | 0 | 3/6/2018 |
| EXHIBIT NO. 5: | PURCHASE ORDER | 0 | 3/6/2018 |
| EXHIBIT NO. 6: | REPAIR TRAVELER | 0 | 3/6/2018 |
| EXHIBIT NO. 7: | INSPECTION TRAVELER SHEET | 0 | 3/6/2018 |
| EXHIBIT NO. 8: | NONCONFORMANCE REPORT | 0 | 3/6/2018 |
| EXHIBIT NO. 9: | WELDERS PERFORMANCE RECORD | 0 | 3/6/2018 |
| EXHIBIT NO. 10: | NATIONAL BOARD SERIAL NUMBER LOG | 0 | 3/6/2018 |
| EXHIBIT NO. 11: | LOG OF "R" FORM REGISTRATION NUMBERS | 0 | 3/6/2018 |

CONTROLLED MANUAL NO ____2____ SIXTH EDITION REV 0 DATE: 3/6/2018

EXHIBIT #1

Q.C.S.M. DISTRIBUTION LOG

| NUMBER | ISSUED TO | SIGNATURE | TITLE | DATE |
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CONTROLLED MANUAL NO 2 SIXTH EDITION REV 0 DATE: 3/6/2018

EXHIBIT #2

Q.C.S.M. REVISION LOG

| REVISION SUMMARY | Q.C.M. SIGNATURE & DATE | | A.I. SIGNATURE & DATE | |
|------------------|----------------------------|--|--------------------------|--|
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EXHIBIT #3

DRAWING TRANSMITTAL RECORD

TO: _____ WORK ORDER NO: _____

ATTACHED ARE THE FOLLOWING:

THESE ARE TRANSMITTED FOR:

BY: _____ DATE: _____

CONTROLLED MANUAL NO 2 SIXTH EDITION REV 0 DATE: 3/6/2018

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EXHIBIT #4

BILL OF
MATERIAL

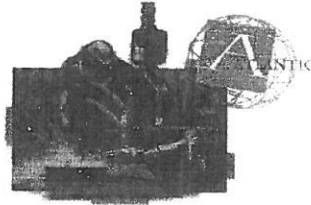
| ITEM | MARK | DESCRIPTION | QTY | MATERIAL | SIZE | RATING | WELD |
|------|------|------------------------------|-----|----------|------|------------------------|--------|
| 1 | | 10" PIPE, WALL 0.250" | 1 | SA106B | | | |
| 2 | | 12.75" FLANGE. .75" THICK | 1 | SA516-70 | | | FILLET |
| 3 | | 12.75" FLANGE. .75" THICK | 1 | SA516-70 | | | FILLET |
| 4 | C1 | GAS INLET | 1 | SA105 | 1" | 3000# THD HALF CPLG | 2 |
| 5 | C2 | GAS OUTLET | 1 | SA105 | 2" | 3000# THD HALF CPLG | 2 |
| 6 | C3 | DRAIN | 1 | SA105 | 1/2" | 6000# THD CPLG | 2 |
| 7 | C4 | RELIEF OUTLET | 1 | SA105 | 1/2" | 6000# THD CPLG | 2 |
| 8 | | INLET DIVERTER | 1 | SA36 | | | BUTT |
| 9 | | 2X1 SAFETY SHUTOFF | 1 | | | | |
| 10 | | NAME PLATE | 1 | SA36 | | | |

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EXHIBIT #5

PURCHASE
ORDER

ATLANTIC FABRICATION
PO BOX 94036
OKLAHOMA CITY, OK 73143

**Purchase Order**

| Date | P.O. No. |
|-----------|----------|
| 2/28/2018 | 11014 |

| Vendor | Ship To |
|--|--|
| AMERICAN PIPING PRODUCTS 825 MARYVILLE CENTRE DR, STE 310 CHESTERFIELD, MO 63017 | ATLANTIC FABRICATION 901 SE 29TH Oklahoma City, OK 73129 |

| WORK ORDER |
|------------|
| 11706 |

| Item | Description | Qty |
|----------|--|-----|
| MATERIAL | 6.625" X 0.432" X 3'8" SA106B MUST HAVE MTR'S NO CHINA MUST BE DOMESTIC OR WESTERN EUROPE QUOTE #120833 | 1 |

SUPPLEMENTAL INFORMATION SHEET

Unless otherwise noted the following shall apply:

- 1) Material test reports are required for all plate and plate products.
- 2) Material shall meet the requirements of the current edition of the ASME Code 2017.
- 3) Pipe flanges and flanged fittings shall meet the requirements of the latest edition of ASME B16.5.
- 4) Forged fittings, socket-weld and threaded shall meet the requirements of the latest edition of ASME B16.11.
- 5) Factory made wrought steel butt welding fittings shall meet the requirement of the latest edition of ASME B16.9.
- 6) Cold formed parts of carbon and low alloy steel shall meet the requirements of Section VIII Division 1 UG-79 and UCS-79 (a) through (d). (Certification as required by UG-79 must be supplied)
- 7) Cold formed parts of austenitic alloys shall meet the requirements of Section VIII Division 1 UHA-44.
- 8) The additional marking requirements of Section II SA 106 paragraph 24.2 applies to cut lengths of pipe.
- 9) The requirements of UG-80 apply to cylindrical, conical and spherical shells and the requirements of UG-81 apply to formed heads.
- 10) Subcontract tack welding shall be performed in accordance with the attached welding procedure specification. As an option, a Section IX qualified welding procedure specification may be provided by the subcontractor may be used if approved by Quality Control.
- 11) All filler metal must meet the requirements of ASME SFA or AWS specifications.

Additional requirements:

| Phone # | Fax # | E-mail |
|----------------|----------------|--------------------|
| (405) 619-7607 | (405) 619-7955 | angela@afd-okc.com |

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**EXHIBIT #6
REPAIR TRAVELER**

| | | | | | | | | | | | |
|---|-------------------------------|------------------------|------------|---|------------------|-------------|-----|------------------|-------------|---|------------------|
| Repair _____ | Alteration _____ | Replacement Part _____ | | | | | | | | | |
| Repair of a Routine Nature YES ____; NO ____; | Job# _____ | Customer Name: _____ | | | | | | | | | |
| ITEM DESCRIPTION: | | | | | | | | | | | |
| NATIONAL BOARD # _____ | MANUFACTURER'S SERIAL # _____ | | | | | | | | | | |
| PRIOR TO THE START OF WORK | | | | | | | | | | | |
| PLANS / SPECIFICATIONS / TRAVELER | | | | | | | | | | | |
| Will the alternatives to PWHT be used in this activity Yes ____; No ____; | | | | | | | | | | | |
| QC ACCEPTANCE | | INSPECTOR REVIEW | | | | | | | | | |
| MAWP _____ PSI @ TEMP. _____ Fahrenheit | MDMT _____ @ PSI _____ | Oper. Press. _____ | | | | | | | | | |
| Pressure test required Yes ____; No ____; | Test Pressure _____ | Test Temp. _____ | | | | | | | | | |
| Sketch Repair/ Alteration (With Coordinates) or give narrative description. | | | | | | | | | | | |
| Alignment / Fit-up / Tack Weld | | | | | Final Weld | | | | | | |
| Weld # | Welder ID # | * | QCI & Date | * | Inspector & Date | Welder ID # | NDE | * | *QCI & Date | * | Inspector & Date |
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| Document Review | | | | | QCI / Date | | | Inspector / Date | | | |
| Final NDE Records (if applicable) | | | | | | | | | | | |
| PWHT records (if applicable) | | | | | | | | | | | |
| WPS & WPQ's | | | | | | | | | | | |
| Material Test Reports (if reqd) | | | | | | | | | | | |
| Mandatory Hold Points | | | | | | | | | | | |
| Activity | | | | | QCI / Date | | | Inspector / Date | | | |
| Witnessed Pressure Test | | | | | | | | | | | |
| Authorized Stamping Nameplate & certified applicable NB Form | | | | | | | | | | | |
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EXHIBIT #7

| INSPECTION TRAVELER SHEET | | | | |
|------------------------------|------------------------|------|-------|-------------------------------|
| | CUSTOMER /INSPECTOR | Q.C. | A. I. | REMARKS * A.I. HOLD POINTS |
| CALCULATIONS | | | | * |
| JOB NUMBER | | | | |
| SERIAL NUMBER | | | | |
| DRAWING NUMBER | | | | * |
| MILL TEST REPORTS | | | | * |
| SHELL THICKNESS | | | | |
| HEAD THICKNESS | | | | |
| FORMED SECTIONS | | | | |
| HEAT NUMBER, SHELL | | | | |
| HEAT NUMBER, HEAD | | | | |
| GRADE OF MATERIAL, SHELL | | | | |
| GRADE OF MATERIAL, HEAD | | | | |
| CUT EDGES | | | | |
| INSPECTION OPENING | | | | |
| FIT-IP | | | | * |
| WELDING PRODECURE | | | | |
| WELDER QUALIFICATION | | | | |
| WELDER SYMBOLS | | | | |
| PREHEAT | | | | |
| WELDING APPEARANCE | | | | |
| POST WELD HEAT TREATMENT | | | | |
| NDE-R1 R2 R3, ETC. | | | | |
| HYDRO TEST | | | | * |
| NAME PLATE, STAMPED/ATTACHED | | | | * |
| TEST GAUGE NUMBER | | | | |
| NONCONFORMANCE REPORT NBR | | | | |
| NATIONAL BOARD NUMBER | | | | |
| DATA REPORT | | | | * |

CUSTOMER : _____ P.O. # _____ ITEM # _____

SHIP TO: _____

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EXHIBIT #8

| NONCONFORMANCE REPORT | | |
|---------------------------------|--------------------------|--------------------------|
| WORK ORDER NO: | REPORT NO. | |
| CUSTOMER: | | |
| DESCRIPTION OF NONCONFORMITY | | |
| SIGNED: | | QC INSPECTOR |
| RECOMMENDED DISPOSITION | | |
| USE-AS-IS | REPAIR/REWORK | SCRAP/RETURN TO VENDOR |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| SIGNATURE & TITLE: | | |
| DATE: | | |
| DISPOSITION APPROVAL: | | |
| DESIGN ENGINEER: | | |
| DATE: | | |
| Q.C. MANAGER OR THEIR DESIGNEE: | | |
| DATE: | | |
| AUTHORIZED INSPECTOR: | | |
| DATE: | | |
| DISPOSITIONED VERIFIED: | | |
| INSPECTED BY: | | |
| DATE: | | |
| AUTHORIZED INSPECTOR REVIEW: | | |
| ACCEPTED | | <input type="checkbox"/> |
| REJECTED | | <input type="checkbox"/> |
| SIGNED: | | |
| DATE: | | |

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EXHIBIT #9

WELDERS PERFORMANCE RECORD

| WELDERS NAME | STAMP | PROCESS | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC |
|-----------------|-------|---------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| | | SMAW | | | | | | | | | | | | |
| | | GMAW | | | | | | | | | | | | |
| | | GTAW | | | | | | | | | | | | |
| | | FCAW | | | | | | | | | | | | |
| | | SMAW | | | | | | | | | | | | |
| | | GMAW | | | | | | | | | | | | |
| | | GTAW | | | | | | | | | | | | |
| | | FCAW | | | | | | | | | | | | |
| | | SMAW | | | | | | | | | | | | |
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| | | GTAW | | | | | | | | | | | | |
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Remit To:

OnTrack Staffing

PO Box 823424

Philadelphia, PA 19182-3424

Atlantic Fabrication & Design, LLC

901 SE 29th St.

Oklahoma City, OK 73129

INVOICE

Invoice Amount

\$5,928.78

Payment Terms

Net 10 Days

Invoice Date

07/11/2018

Invoice No.

918023

Customer No.

997082

Make Check Payable to OnTrack StaffingInvoice over 30 days old will be charged 1.5% interest
per month

| Customer Name | Department | Customer No. | Payment Terms |
|------------------------------------|------------|--------------|---------------|
| Atlantic Fabrication & Design, LLC | Corporate | 997082 | Net 10 Days |

| Description | Type | Units | Rate | Amount |
|---|---------|-------|---------|------------|
| Week Worked: 07/08/2018 | | | | |
| Black, Marshall Franc Manufacturing [Week Worked:07/08/2018] | Reg | 32.00 | \$29.48 | \$943.36 |
| Black, Marshall Franc Manufacturing [Week Worked:07/08/2018] | OT | 20.00 | \$43.56 | \$871.20 |
| Black, Marshall Franc Training [Week Worked:07/08/2018] | Holiday | 8.00 | \$27.72 | \$221.76 |
| Hudleson, William Training [Week Worked:07/08/2018] | Reg | 32.00 | \$31.50 | \$1,008.00 |
| Hudleson, William Training [Week Worked:07/08/2018] | Holiday | 8.00 | \$31.50 | \$252.00 |
| Medlinger, Kevin Micheal Manufacturing [Week Worked:07/08/2018] | Reg | 40.00 | \$21.02 | \$840.80 |
| Medlinger, Kevin Micheal Manufacturing [Week Worked:07/08/2018] | OT | 5.00 | \$31.10 | \$155.50 |
| Medlinger, Kevin Micheal Training [Week Worked:07/08/2018] | Holiday | 8.00 | \$18.27 | \$146.16 |
| Parraguirre, Isreal Manufacturing [Week Worked:07/08/2018] | Reg | 16.00 | \$33.50 | \$536.00 |
| Parraguirre, Isreal Manufacturing [Week Worked:07/08/2018] | OT | 4.00 | \$49.50 | \$198.00 |

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| Description | | Type | Units | Rate | Amount |
|---|----------|---------|-------|---------|------------|
| Parraguirre, Isreal | Training | Reg | 16.00 | \$31.50 | \$504.00 |
| [Week Worked:07/08/2018] | | | | | |
| Parraguirre, Isreal | Training | Holiday | 8.00 | \$31.50 | \$252.00 |
| [Week Worked:07/08/2018] | | | | | |
| Total This Week Worked: Reg: 136.00 Bill Reg: \$3832.16, OT: 29.00 Bill OT: \$1224.70 | | | | | \$5,928.78 |

Reg: 136.00 OT: 29.00 DT: 0.00

Total - This Invoice:

\$5,928.78

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Angela Perkins

From: Ryan Brakhage <ryan@prescor.com>
Sent: Friday, July 13, 2018 9:49 AM
To: Angela Perkins
Subject: RE: ETA

2 open orders I see.

PO#11270 – Due 8/13

PO#11300- Due 7/31

Ryan Brakhage
Direct 918-216-1085
Fax 918-224-1780
800-333-4433
888-PRESCOR
USA MELT AND MANUFACTURE



SUBJECT TO PRIOR SALE
F.O.B.-PRESCOR, LLC

Revisions, modifications or cancellations of confirmed purchase orders may be subject to charges assessed by management.

Purchase Orders which are sent by fax, e-mail, or voicemail are not accepted unless you receive an acknowledgement showing a six-digit PRESCOR job number. In order to change, modify or cancel a Purchase Order you must speak to a member of our sales staff during office hours. PRESCOR is not responsible for any changes, modifications or cancellations that are not communicated verbally to one of our sales staff during normal business hours, Monday – Friday, 8:00 a.m. to 5:00 p.m. Central Time. We are closed for lunch from 12:00 noon to 1:00 p.m.

From: Angela Perkins <Angela@afd-okc.com>
Sent: Friday, July 13, 2018 9:43 AM
To: Ryan Brakhage <ryan@prescor.com>
Subject: ETA

Ryan,

Can you give us an ETA on all open PO we have with you.

Thank you.

Angela

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Angela Perkins
Atlantic Fabrication & Design, LLC
www.afd-okc.com
901 SE 29th Street
Oklahoma City, OK 73129

No virus found in this message.

Checked by AVG - www.avg.com

Version: 2014.0.4855 / Virus Database: 4793/15813 - Release Date: 07/11/18

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Solicitation 24609

HVAC Units, Parts, and Supplies

Bid Designation: Public



The City of
OKLAHOMA CITY

City of Oklahoma City and its Trusts

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Bid 24609

HVAC Units, Parts, and Supplies

Bid Number **24609**
Bid Title **HVAC Units, Parts, and Supplies**
Expected Expenditure **\$1,500,000.00** (This price is expected - not guaranteed)

Bid Start Date **In Held**
Bid End Date **May 17, 2023 10:00:00 AM CDT**
Question & Answer
End Date **May 11, 2023 12:00:00 PM CDT**

Bid Contact **Monica Hardesty**
monica.hardesty@okc.gov

Bid Contact **City Clerk**
cityclerk@okc.gov

Bid Contact **Billy Bray**
billy.bray@okc.gov

Contract Duration **1 year**
Contract Renewal **2 annual renewals**
Prices Good for **Not Applicable**

Standard Disclaimer **This site and system is hosted by Oklahoma City through BIDSYNC for use of The City of Oklahoma City and its trusts.**
Certain screens and flags may show the name and/or seal of The City; however, such references do not indicate or change the contracting entity.

Bid Comments **Intent: To obtain pricing agreements for air conditioning, heating units, parts and supplies for use in City-owned buildings.**

The Expected Expenditure amount of \$1,500,000 for this commodity is an estimate for a one-year period based on past history and future projections. The quantity of any item when shown in the price schedule as an estimate of an annual requirement is only an estimate based on currently available information. The purchase of any such item or quantity is not guaranteed. Any offer conditioned upon a promise by the Contracting Entity to purchase a minimum or definite quantity of such an item will be rejected. See the specification bid packet for more information.

Please do not zip files.

Item Response Form

Item **24609--01-01 - Delivery: In Stock**

Lot Description **Delivery**

Quantity **1 each**

Prices are not requested for this item.

Delivery Location **City of Oklahoma City and its Trusts**

See Bid Packet for Location(s)

N/A

Oklahoma City OK 73102

Qty 1

Description

List number of Days for Delivery of In-Stock Items

Item **24609--01-02 - Delivery: Non Stock**

Lot Description **Delivery**

Quantity **1 each**

Prices are not requested for this item.

Delivery Location **City of Oklahoma City and its Trusts**

See Bid Packet for Location(s)

N/A

Oklahoma City OK 73102

Qty 1

Description

List number of Days for Delivery of Non-Stock Items

Item **24609--02-01 - Information: Vendor Information**

Lot Description **Information**

Quantity **1 each**

Prices are not requested for this item.

Delivery Location **City of Oklahoma City and its Trusts**

See Bid Packet for Location(s)

N/A

Oklahoma City OK 73102

Qty 1

Description

Upload your attachment that has the vendor information as described in the specifications

Item **24609--02-02 - Information: Quality Control**

Lot Description **Information**

Quantity **1 each**

Prices are not requested for this item.

Delivery Location **City of Oklahoma City and its Trusts**

See Bid Packet for Location(s)

N/A

Oklahoma City OK 73102

Qty 1

Description

Upload your attachment describing your contract compliance and audit processes as described in the specifications

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Item **24609--03-01 - Website: Standard Website With Retail Pricing**
Lot Description **Website**
Quantity **1 each**
Percentage
Delivery Location **City of Oklahoma City and its Trusts**
[See Bid Packet for Location\(s\)](#)
N/A
Oklahoma City OK 73102
Qty 1

Description

Discount from price shown on website. Provide website URL in the comments section.

Item **24609--03-02 - Website: Standard Website Exceptions**
Lot Description **Website**
Quantity **1 each**
Prices are not requested for this item.
Delivery Location **City of Oklahoma City and its Trusts**
[See Bid Packet for Location\(s\)](#)
N/A
Oklahoma City OK 73102
Qty 1

Description

Upload your attachment showing exceptions to the website discount

Item **24609--03-03 - Website: Standard Website List**
Lot Description **Website**
Quantity **1 each**
Prices are not requested for this item.
Delivery Location **City of Oklahoma City and its Trusts**
[See Bid Packet for Location\(s\)](#)
N/A
Oklahoma City OK 73102
Qty 1

Description

Upload your attachment showing the brands and or manufacturers you represent

Item **24609--03-04 - Website: Custom Website With Discounted Pricing**
Lot Description **Website**
Quantity **1 each**
Percentage
Delivery Location **City of Oklahoma City and its Trusts**
[See Bid Packet for Location\(s\)](#)
N/A

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Oklahoma City OK 73102

Qty 1**Description**

Discount from price shown on website

Item 24609--03-05 - Website: Custom Website List**Lot Description Website****Quantity 1 each**

Prices are not requested for this item.

Delivery Location City of Oklahoma City and its Trusts[See Bid Packet for Location\(s\)](#)

N/A

Oklahoma City OK 73102

Qty 1**Description**

Upload your attachment showing the brands and or manufacturers you represent

Item 24609--04-01 - Catalog-Pricelist: Catalog-Pricelist Manufacturers or Brands**Lot Description Catalog-Pricelist****Quantity 1 each**

Prices are not requested for this item.

Delivery Location City of Oklahoma City and its Trusts[See Bid Packet for Location\(s\)](#)

N/A

Oklahoma City OK 73102

Qty 1**Description**

Upload your attachment showing the brands and or manufacturers you represent

Item 24609--04-02 - Catalog-Pricelist: 1 Catalog-Pricelist Name**Lot Description Catalog-Pricelist****Quantity 1 each**Percentage **Delivery Location City of Oklahoma City and its Trusts**[See Bid Packet for Location\(s\)](#)

N/A

Oklahoma City OK 73102

Qty 1**Description**Upload catalog or pricelist. Provide discount bid and in the comments section Name and date of catalog or pricelist and which column if it is a multi-column pricelist
Upload your attachment showing the brands and or manufacturers you represent

Item 24609--04-03 - Catalog-Pricelist: 2 Catalog-Pricelist Name**Lot Description Catalog-Pricelist****Quantity 1 each**Percentage C
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Delivery Location

City of Oklahoma City and its TrustsSee Bid Packet for Location(s)

N/A

Oklahoma City OK 73102

Qty 1**Description**

Upload catalog or pricelist. Provide discount bid and in the comments section Name and date of catalog or pricelist and which column if it is a multi-column pricelistUpload your attachment showing the brands and or manufacturers you represent

Item

24609--04-04 - Catalog-Pricelist: 3 Catalog-Pricelist Name

Lot Description

Catalog-Pricelist

Quantity

1 each

Percentage

Delivery Location

City of Oklahoma City and its TrustsSee Bid Packet for Location(s)

N/A

Oklahoma City OK 73102

Qty 1**Description**

Upload catalog or pricelist. Provide discount bid and in the comments section Name and date of catalog or pricelist and which column if it is a multi-column pricelistUpload your attachment showing the brands and or manufacturers you represent

Item

24609--04-05 - Catalog-Pricelist: 4 Catalog-Pricelist Name

Lot Description

Catalog-Pricelist

Quantity

1 each

Percentage

Delivery Location

City of Oklahoma City and its TrustsSee Bid Packet for Location(s)

N/A

Oklahoma City OK 73102

Qty 1**Description**

Upload catalog or pricelist. Provide discount bid and in the comments section Name and date of catalog or pricelist and which column if it is a multi-column pricelistUpload your attachment showing the brands and or manufacturers you represent

Item

24609--04-06 - Catalog-Pricelist: 5 Catalog-Pricelist Name

Lot Description

Catalog-Pricelist

Quantity

1 each

Percentage

Delivery Location

City of Oklahoma City and its TrustsSee Bid Packet for Location(s)

N/A

Oklahoma City OK 73102

Qty 1**Description**

Upload catalog or pricelist. Provide discount bid and in the comments section Name and date of catalog or pricelist and which column if it is a multi-column pricelistUpload your attachment showing the brands and or manufacturers you represent

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| Item | 24609--04-07 - Catalog-Pricelist: 6 Catalog-Pricelist Name |
| Lot Description | Catalog-Pricelist |
| Quantity | 1 each |
| Percentage | <input type="text"/> |
| Delivery Location | City of Oklahoma City and its Trusts |
| | <u>See Bid Packet for Location(s)</u> |
| | N/A |
| | Oklahoma City OK 73102 |
| | Qty 1 |

Description

Upload catalog or pricelist. Provide discount bid and in the comments section Name and date of catalog or pricelist and which column if it is a multi-column pricelistUpload your attachment showing the brands and or manufacturers you represent

| | |
|-------------------|---|
| Item | 24609--04-08 - Catalog-Pricelist: 7 Catalog-Pricelist Name |
| Lot Description | Catalog-Pricelist |
| Quantity | 1 each |
| Percentage | <input type="text"/> |
| Delivery Location | City of Oklahoma City and its Trusts |
| | <u>See Bid Packet for Location(s)</u> |
| | N/A |
| | Oklahoma City OK 73102 |
| | Qty 1 |

Description

Upload catalog or pricelist. Provide discount bid and in the comments section Name and date of catalog or pricelist and which column if it is a multi-column pricelistUpload your attachment showing the brands and or manufacturers you represent

| | |
|-------------------|---|
| Item | 24609--04-09 - Catalog-Pricelist: 8 Catalog-Pricelist Name |
| Lot Description | Catalog-Pricelist |
| Quantity | 1 each |
| Percentage | <input type="text"/> |
| Delivery Location | City of Oklahoma City and its Trusts |
| | <u>See Bid Packet for Location(s)</u> |
| | N/A |
| | Oklahoma City OK 73102 |
| | Qty 1 |

Description

Upload catalog or pricelist. Provide discount bid and in the comments section Name and date of catalog or pricelist and which column if it is a multi-column pricelistUpload your attachment showing the brands and or manufacturers you represent

| | |
|-------------------|---|
| Item | 24609--04-10 - Catalog-Pricelist: 9 Catalog-Pricelist Name |
| Lot Description | Catalog-Pricelist |
| Quantity | 1 each |
| Percentage | <input type="text"/> |
| Delivery Location | City of Oklahoma City and its Trusts |
| | <u>See Bid Packet for Location(s)</u> |

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N/A
Oklahoma City OK 73102
Qty 1

Description

Upload catalog or pricelist. Provide discount bid and in the comments section Name and date of catalog or pricelist and which column if it is a multi-column pricelistUpload your attachment showing the brands and or manufacturers you represent

| | |
|-------------------|---|
| Item | 24609--04-11 - Catalog-Pricelist: 10 Catalog-Pricelist Name |
| Lot Description | Catalog-Pricelist |
| Quantity | 1 each |
| Percentage | <input type="text"/> |
| Delivery Location | City of Oklahoma City and its Trusts |
| | See Bid Packet for Location(s) |
| | N/A |
| | Oklahoma City OK 73102 |
| | Qty 1 |

Description

Upload catalog or pricelist. Provide discount bid and in the comments section Name and date of catalog or pricelist and which column if it is a multi-column pricelistUpload your attachment showing the brands and or manufacturers you represent

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| Item | 24609--05-01 - Attachments: Bidder's Current W-9 |
| Lot Description | Attachments |
| Quantity | 1 each |
| Prices are not requested for this item. | |
| Delivery Location | City of Oklahoma City and its Trusts |
| | See Bid Packet for Location(s) |
| | N/A |
| | Oklahoma City OK 73102 |
| | Qty 1 |

Description

Attach W-9 on the most current IRS FORM.

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**BID/PRICING AGREEMENT/CONTRACT FORM & NON-DISCRIMINATION
STATEMENT**
**BIDDER MUST ELECTRONICALLY COMPLETE, SIGN AND NOTARIZE THIS
DOCUMENT PRIOR TO SUBMITTING IN THE ELECTRONIC BID SYSTEM**

**Please be aware that typing in your password acts as your electronic signature, which is
just as legal and binding as an original signature.**

(See Electronic Signatures in Global and National Commerce Act for more information.)

**THIS DOCUMENT MUST BE ELECTRONICALLY SIGNED AND SUBMITTED WITH THE BID
OR THE BID WILL BE REJECTED**

INSTRUCTIONS: This document MUST be electronically signed and submitted with the bid for the bid to be valid. Failure to electronically sign the this document prior to submitting the electronic bid will result in rejection of your bid. This document constitutes your bid and will be the Pricing Agreement/Contract document under which you are to perform, should your bid be accepted, so it must be properly and completely executed. It is, therefore, essential that you are aware of its terms, as well as those contained in the specifications.

Submit this electronically signed document, along with all accompanying documents:

THIS PRICING AGREEMENT/CONTRACT is made and entered into, by and between
hereinafter referred to as "Bidder" and The City of Oklahoma City, a municipal corporation, or a participating Public Trust of which The City of Oklahoma City is Beneficiary hereinafter referred to as the "Contracting Entity."

WITNESSETH:

WHEREAS, the governing body of the Contracting Entity has approved certain specifications and requested by notice that bids be submitted thereon; and

WHEREAS, this document until executed by the Mayor/Chairman of the Contracting Entity constitutes the Bidder's proposal; and

NOW, THEREFORE, that in consideration of the covenants, agreements and representations as hereinafter set forth, it is mutually agreed by the parties that:

1. The Bidder agrees to sell and deliver to the Contracting Entity, the items of material and/or services, specified in the pricing section of the electronic bid submittal, which is attached hereto and made a part of this Pricing Agreement/Contract. List the prompt payment discount, if any, for this agreement in the space provided below:

Discount for Prompt Payment % Days

2. The Bidder expressly warrants that all articles, material, and/or work covered in this Pricing Agreement/Contract will conform to the specifications and electronic bid documents attached to this bid and are hereby incorporated, as if set forth in full herein; and further warrants that the same shall be of good material and workmanship, and free from defects.

3. The Bidder understands that all bids are to be submitted in U.S. dollars at a firm price. Bids submitted in any currency other than U.S. dollars will be rejected.

4. The Bidder also understands that all invoices shall be submitted in U.S. dollars and agrees to accept payment in U.S. dollars as full satisfaction of the invoiced amount.

5. If any of the goods fail to meet the warranties contained in Paragraph 2, above, the Bidder, upon notice from the Contracting Entity, shall promptly correct or replace the same at the Bidder's expense. If the Bidder shall fail to so do, the Contracting Entity may cancel this order as to all such goods, and in addition, may cancel the then remaining balance of this order. After notice to the Bidder, all such goods will be held at the Bidder's risk. The Contracting Entity may, at the Bidder's direction, make available such goods to be returned to the Bidder at the Bidder's

risk, and all transportation charges, both to and from the original destination, shall be paid by the Bidder. Any payment for such goods shall be refunded by the Bidder unless the Bidder promptly corrects or replaces the same at the Bidder's expense.

6. The Contracting Entity agrees to pay to the Bidder the price and amount in accordance with Paragraph 1 above, based on the quantity actually purchased, upon delivery to and acceptance by the Contracting Entity, of the material and/or service[s] above described and upon the filing by the Bidder, and approval by the Contracting Entity, of a verified claim for the amount due.

7. The Bidder agrees, in connection with the performance of work under this Pricing Agreement/Contract:

a. That the Bidder will not discriminate against any employee or applicant for employment, because of race, creed, color, sex, age, national origin, ancestry or disability. The Bidder shall take affirmative action to ensure that employees are treated without regard to their race, creed, color, age, national origin, sex, ancestry or disability. Such actions shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Bidder agrees to post, in a conspicuous place available to employees and applicants for employment, notices to be provided by the City Clerk/Secretary of the Contracting Entity setting forth the provisions of this section, and;

b. That the Bidder agrees to include this non-discrimination clause in any subcontracts connected with the performance of this Pricing Agreement/Contract.

8. In the event of the Bidder's non-compliance with the above non-discrimination clause, this Pricing Agreement/Contract may be canceled or terminated by the Contracting Entity. The Bidder may be declared by the Contracting Entity ineligible for further Pricing Agreement[s]/Contract[s] with the Contracting Entity until satisfactory proof of intent to comply is made by the Bidder.

9. The risk of loss or damage shall be borne by the Bidder at all times until the acceptance of goods, properly packed, by the Contracting Entity.

10. This Pricing Agreement/Contract, specifications, electronic bid submittal documents and any attachments constitutes the entire understanding and agreement of the parties upon the subject matter hereof. There is no agreement, oral or otherwise, which is not contained in or attached to this Pricing Agreement/Contract. This Pricing Agreement/Contract may not be modified or assigned unless approved in writing and signed by both parties.

11. The parties assume and understand that the variables in the Bidder's cost of performance may fluctuate; consequently, the parties agree that any fluctuations in the Bidder's costs will not alter the Bidder's obligations under this Pricing Agreement/Contract nor excuse performance or delay on the Bidder's part.

12. This Pricing Agreement/Contract shall be inoperative during such period of time that the aforesaid delivery or acceptance may be rendered impossible by reason of fire, Act of God or government regulation. Provided, however, to the extent that the Bidder has any commercially reasonable alternative method of performing this Pricing Agreement/Contract by purchase on the market or otherwise, the Bidder shall not be freed of any obligations hereunder by this clause, even though the goods intended for this Pricing Agreement/Contract were destroyed or their delivery delayed because of an event described above.

13. The shipping or receiving of any goods under this Pricing Agreement/Contract shall not be deemed, or be, a waiver of any right to damages for any prior failure to ship or receive any goods.

14. This Pricing Agreement/Contract shall be governed by the laws of the State of Oklahoma.

15. The Bidder shall be responsible for complying with all applicable federal, state and local laws.

16. If 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) through the Department of Homeland Security and available at www.dhs.gov/E-Verify.

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The undersigned individual states that the Bidder will be bound by all components of its bid, the specification, the terms and conditions of the Pricing Agreement/Contract, and the requirements for Bidders.

WITNESS the hands of the parties hereto:

THIS FORM MUST BE ELECTRONICALLY SIGNED AND SUBMITTED WITH THE BID FOR THE BID TO BE VALID

Note: The owner or an officer of the business or corporation may sign this document. A Corporate Seal or a letter of authorization is needed for any other signer. For instance, if a Salesman or Manager signs this form, a letter of authorization or Corporate Seal is to be attached.

Type Name of Authorized Agent

Title of Authorized Agent

Company Name and Address

Zip Code

Telephone Number and Fax Number if any

BIDDER MUST ELECTRONICALLY COMPLETE, SIGN AND NOTARIZE THIS DOCUMENT

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature.

(See Electronic Signatures in Global and National Commerce Act for more information.)

THIS FORM MUST BE ELECTRONICALLY SIGNED AND SUBMITTED WITH THE BID OR THE BID WILL BE REJECTED

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NON-COLLUSION AFFIDAVIT

BIDDER MUST ELECTRONICALLY COMPLETE, SIGN AND NOTARIZE THIS DOCUMENT PRIOR TO SUBMITTING BID

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature.

(See Electronic Signatures in Global and National Commerce Act for more information.)

The undersigned, of lawful age, being duly sworn, upon oath, deposes and says: That the undersigned has the lawful authority to execute the within and foregoing proposal/bid for, and on behalf of, the Proposer/Bidder; that the Proposer/Bidder has not, directly or indirectly, entered into any agreement, express or implied, with any Proposer/Bidder, having for its object the controlling of the price or amount of such proposal/bid, the limiting of the proposals/bids or the Proposers/Bidders, the parceling or farming out to any Proposer/Bidder or other persons, of any part of the Agreement or any part of the subject matter of the proposal/bid, or of the profits thereof, and that Proposer/Bidder has not and will not divulge the sealed proposal/bid to any person whomsoever, except those having a partnership or other financial interest with the Proposer/Bidder in the said proposal/bid, until after the said sealed proposals/bids are opened.

The undersigned further states that the Proposer/Bidder has not been a party to any collusion: among Proposer/Bidders in restraint of freedom of competition, by any agreement to bid at a fixed price or to refrain from proposing; or with any City/Trust official, City/Trust employee or City/Trust agent as to the quantity, quality, or price in the prospective Agreement, or any other terms of the said prospective Agreement; or in any discussions between the Proposers/Bidders or City/Trust official, City/Trust employee or City/Trust agent concerning the exchange of money or other thing of value for special consideration in the letting of Agreement. The Proposer/Bidder states that it has not paid, given or donated or agreed to pay, give or donate to any City/Trust official, officer or employee of the City or awarding agency, any money or other thing of value, either directly or indirectly, in the procuring of the award of Agreement pursuant to this Proposal/Bid.

Witness the hands of the parties hereto:

The undersigned states that the Proposer/Bidder will be bound by its proposal/bid, the specification, the terms and conditions of the Agreement, and the Requirements for Proposer/Bidders.

→ THIS FORM TO BE COMPLETED BY THE PROPOSER/BIDDER PRIOR TO AGREEMENT APPROVAL ←

| | |
|--|----------------------|
| <input type="text"/> | <input type="text"/> |
| Type Name of Authorized Agent/Representative | Title |
| <input type="text"/> | |
| Company Name | |
| <input type="text"/> | <input type="text"/> |
| Address | Zip Code |
| <input type="text"/> | |
| Telephone Number and Fax Number, if any | |

TO BE COMPLETED BY THE NOTARY:

| | |
|----------------------|-------|
| State of * |) |
| <input type="text"/> |) SSS |
| County of * |) |
| <input type="text"/> | |

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[*State and County where notarized must be typed in for bid/proposal to be considered.][SAK1]

Signed and sworn to before me on this day of , by
[Day] [Month] [Year] [Print the name of the agent/representative who signed above.]

My Commission Number:
[Oklahoma] Type Name of Notary Public
My Commission Expires:
[Date/Year]

[49 Okla. Stat. 2011 §119]

BIDDER MUST ELECTRONICALLY COMPLETE, SIGN AND NOTARIZE THIS DOCUMENT PRIOR TO SUBMITTING BID

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature.

(See Electronic Signatures in Global and National Commerce Act for more information.)

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BIDDER MUST ELECTRONICALLY COMPLETE THIS FORM PRIOR TO SUBMITTING BID**SUPPLIER CONTACT INFORMATION**

The purpose of this form is to assist various City Departments and Trusts with placing orders.

Sales Contact:Company

Name:

Address: Contact

Person:

Telephone

Number:

Email

Address:

Fax Number: **Billing****Contact:**Company

Name:

Address: Contact

Person:

Telephone

Number:

Email

Address:

Fax Number: **Service****Contact:**Company

Name:

Address: Contact

Person:

Telephone

Number:

Email

Address:

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(Published in *The Journal Record* on April 19th, 2023)

NOTICE TO BIDDERS

Notice is hereby given that City of Oklahoma City (“Contracting Entity”) will receive electronic bids at the **OFFICE OF THE CITY CLERK, 200 North Walker Avenue, Oklahoma City, Oklahoma 73102** until 10:00:00 a.m., on the 17th day of May, 2023, for the following:

BID24609 HVAC Units, Parts, and Supplies

The Contracting Entity has partnered with Periscope (formerly BidSync) to accept bids electronically. You are invited to submit a bid electronically through the Periscope system to supply the goods and/or services specified in the electronic bid packet. The Contracting Entity does not provide access to a computer for electronic bidding or electronic bid submission. Bidders must register in advance with Periscope at <https://prod.bidsync.com/the-city-of-oklahoma-city> in order to submit an electronic bid. The Contracting Entity recommends potential Bidders register and become familiar with the Periscope electronic bidding process in advance of submitting a bid. There is no charge to the Bidder for registering or submitting an electronic bid to the Contracting Entity through Periscope. Instructions on how to get registered to bid through Periscope can be found on The City of Oklahoma City’s website at <https://www.okc.gov/departments/bidding>.

Bids shall be made in accordance with this Notice to Bidder, General Instructions and Requirements for Bidders, Oklahoma Open Records Act and Confidential Information, the Specifications, the Agreement & Non-Discrimination Statement, the Non-Collusion Affidavit, and any other documents which are included in the complete electronic bid packet. The Agreement must be completed, signed, and submitted electronically through Periscope for the bid to be valid.

Bids timely submitted electronically through Periscope shall be opened at the time stated above or later in the City Clerk’s Conference Room, located on the 2nd floor of the Municipal Building. The Periscope system does not allow bids to be submitted after the above stated date and time. There will be no exceptions to this policy. All bids shall remain on file at least 48 hours before an Agreement shall be made and entered.

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**The City of
OKLAHOMA CITY**
and its Trusts

**ELECTRONIC BID PACKET
HVAC UNITS, PARTS, AND SUPPLIES
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GENERAL INSTRUCTIONS AND REQUIREMENTS FOR BIDDERS

THESE INSTRUCTIONS, REQUIREMENTS AND ANY SPECIAL INSTRUCTIONS CONTAINED IN THE SPECIFICATIONS ARE A PART OF THE TERMS AND CONDITIONS OF THE BIDDER'S IRREVOCABLE BID AS A FIRM OFFER. ANY EXCEPTIONS TO THESE INSTRUCTIONS, REQUIREMENTS OR SPECIFICATIONS MUST BE SPECIFIED AND SUBMITTED WITH THE BIDDER'S BID. THIS CAN BE ACCOMPLISHED BY SUBMITTING AN ALTERNATE OFFER, IF AVAILABLE ON THE BID, OR BY ENTERING INFORMATION INTO THE "NOTE TO BUYER" FIELD. A BIDDER MAY ALSO SUBMIT EXCEPTIONS BY UPLOADING A SEPARATE DOCUMENT LABELED "EXCEPTIONS" INTO THE PERISCOPE SYSTEM. FAILURE TO INDICATE ANY EXCEPTIONS WILL BE REGARDED AS FULL ACCEPTANCE OF THE REQUIREMENTS, INSTRUCTIONS, AND SPECIFICATIONS CONTAINED IN THIS BID PACKET AND ANY OTHER BID DOCUMENTS RELATED TO THIS BID.

1. **EXAMINATION BY BIDDERS:** All Bidders must examine the specifications, drawings, schedules, special instructions and these general instructions and requirements prior to electronically submitting any Bid/Pricing Agreement/Contract. Failure to examine is at the Bidder's own risk as Bidder will be held to the terms, conditions and requirements therein.
2. **SUBMISSION OF FORMS REQUIRED FOR PRICING AGREEMENT/CONTRACT AWARD:** All bids must be completed electronically, on the forms provided by the Contracting Entity through the electronic bidding system. Bids will not be considered unless the Bid/Pricing Agreement/Contract form is completed, signed and submitted by the Bidder in the electronic bidding system. A Letter of Authorization should also be attached and submitted when the Bidder is not authorized by statute and the Bidder's organizational and establishing documents to sign and bind the Bidder to the Bid/Pricing Agreement/Contract documents. The Non-Collusion Affidavit must be executed by the Bidder or an authorized agent and notarized. The notarization must contain:
 - (a) The notary's signature (electronic signature);
 - (b) Jurisdiction where notarization took place (i.e., State of __, County of __);
 - (c) Date of notarization;
 - (d) The notary's commission expiration date;
 - (e) The notary's commission number (Oklahoma);
 - (f) The notarial seal (the notary seal is not required for electronic notarization); and
 - (g) Comply with all other applicable laws. The Non-Collusion Affidavit must be submitted electronically with the electronic bid packet.
3. **SUBMISSION OF BIDS ELECTRONICALLY TO THE CITY CLERK/SECRETARY:** Bids must be submitted electronically through Periscope and shall be opened at the time stated in the Notice to Bidders, or later, in the City Clerk's Conference Room, located on the 2nd floor of the Municipal Building. The Periscope system does not allow bids to be submitted after the deadline. There will be no exceptions to this policy. All bids shall remain on file at least 48 hours thereafter before a Pricing Agreement/Contract shall be made and entered into thereon.
4. **DESCRIPTIVE TERMS:** Unless the term "no substitute" is used, the use of brand name, manufacturer, make, or catalog designation in describing an item does not restrict Bidders to that particular brand name, etc. The term is simply to indicate the type, character, quality and/or performance equivalence of the item desired. However, the proposed substitution item must be of such character, quality and/or performance equivalence as that indicated in the specifications. A proposed substitute item must include complete data as to the manufacturer's name, type, model number, any descriptive bulletins and specifications. This data can be uploaded electronically through the electronic bidding system.
5. **EXCEPTIONS:** Any exceptions or variances to these instructions or specifications must be submitted with the Bidder's bid. This can be accomplished by submitting an alternate offer, if available on the bid, or by entering information in the "Note to Buyer" field. A Bidder may also submit exceptions by uploading a separate document labeled "Exceptions" into the Periscope system. Failure to indicate any exceptions will be construed to mean that the Bidder offers to furnish the exact commodity as described in the bid specifications and as full acceptance of the requirements, instructions, and specifications contained in this bid packet and any other bid documents related to this bid.
6. **UNIT PRICES:** A unit price for each unit bid must be shown and include any applicable taxes, delivery, and packaging and/or packing, if any, unless otherwise specified. If there is an estimated quantity stated as such in the specifications, the estimate is not a guarantee of the quantity which may be purchased. When the quantity in the Periscope system is listed as "1", Bidder shall bid the per individual unit price. The Contracting Entity may purchase one or more bid item at any given time throughout the term of the Pricing Agreement/Contract. The Periscope system will calculate the total based on the quantity requested by the Contracting Entity and the price entered by the Bidder. The Periscope system will calculate the bid price based on the quantity and price. Items bid as an estimated quantity will be awarded on a "no guarantee" basis. Prices shall be extended in decimals, not fractions, and shall include transportation and delivery charges, prepaid by the Bidder to the destination specified in the special instructions of the specifications.
7. **EXEMPTIONS FROM CERTAIN TAXES:** The purchase of certain goods or services by the Contracting Entity is exempt from the payment of excise, transportation, use, and sales tax imposed by the federal, state and/or city governments. Such taxes must not be included in the bid prices. Any taxes that are not exempt must be included in the bid price. No additional payment or compensation will be made for taxes.
8. **PAYMENTS AND DISCOUNTS:**

- (a) Payment for goods and services as specified in the Pricing Agreement/Contract shall be processed promptly after completion of delivery and acceptance of items and after receipt from Bidder of properly prepared invoice(s) and/or notarized claim voucher(s), if applicable. Purchases may be made by certain City or Trust employees using a purchasing card. Employees of Contracting Entity are required, when possible, to use a purchasing card for purchases under the amount of \$5,000 for a single transaction. For single transactions over \$5,000, the Bidder may request payment be completed by issuance of a purchase order. Processing fees may not be added when a purchasing card is used. The bid price shall cover any fees a bidder may incur.
 - (b) Discounts for prompt payment will not be considered in bid evaluations, unless otherwise specified. Discounts offered by the Bidder will be taken, however, if payment is made within the discount period.
 - (c) Late charges cannot be assessed against Contracting Entity.
9. **LATE INVOICES:** If the purchase order indicates that the purchase is being made with City funds, all unpaid invoices pertaining to this Pricing Agreement/Contract must be recorded in the Finance Department, Accounts Payable Section, or in the Office of the City Clerk on or before September 30 for all debts incurred during the prior fiscal year (July 1 through June 30), or said invoice shall be void and forever barred. (*See* 62 Okla. Stat. 2010 § 310.4).
10. **DELIVERY:**
- (a) All bid prices quoted shall be based on delivery F.O.B. Oklahoma City, Oklahoma or to any points located within the municipal corporate limits (unless otherwise stated in the bid specifications) with all charges prepaid to the actual point of delivery.
 - (b) Bids must show the number of days required for delivery under normal conditions. Unrealistically short or long delivery promises may cause bids to be rejected. A successful Bidder is required to keep the purchasing department advised at all times of the status of the order and delivery. All goods or services shall be delivered within thirty (30) days from the date of the award of the Pricing Agreement/Contract, unless specified otherwise.
11. **AWARD OF PRICING AGREEMENT/CONTRACTS:** The Contracting Entity reserves the rights to: award by item, groups of items or all items of the bid; to reject any or all bids in whole or in part; and, waive technical defects, irregularities and/or omissions.
12. **PERFORMANCE BONDS:** If required by the specifications, the successful Bidder must post the performance bond, a certified or cashier's check in the amount required prior to award of Pricing Agreement/Contract.
13. **PATENTS:** The Bidder agrees to indemnify and save harmless the Contracting Entity, including any of Contracting Entity's employees, the purchasing agent and assistants from all suits and actions of every nature and description brought against the Bidder and/or any assistants because of, or for the use of, patented or licensed appliances, products, or processes. The Bidder shall pay all royalties and charges which are legal, and equitable evidence of such payment or satisfaction shall be submitted upon request of the Contracting Entity, as a necessary requirement in connection with the final execution of any Agreement/Contract in which patented or licensed appliances, products, or processes are to be used.
14. **TERMINATION:**
- (a) The performance of services and/or the delivery of items under any Pricing Agreement/Contract may be terminated by the Contracting Entity, in whole or in part, whenever it is determined to be in the best interest of the Contracting Entity.
 - (b) Any such termination will be effected by delivery to the Bidder of a termination notice specifying the extent to which performance or services and/or delivery of ordered commodities is terminated, and the date the termination becomes effective.
 - (c) After receipt of a termination notice, the Bidder shall stop performance of services and/or accept no further orders under the Pricing Agreement/Contract.
15. **COMPLIANCE WITH APPLICABLE LAWS:** All Proposers must comply with all applicable federal, state or local laws and regulations, including Title VI and all provisions of the Civil Rights Act of 1964 42, U.S.C. §§ 2000d, -et seq.
16. **SELF-INSURED:** The Contracting Entity is self-insured for its own negligence. The liability of the Contracting Entity for acts of negligence are limited and subject to the Governmental Tort Claims Act, 51 O.S. §§ 151, *et seq.*
17. **RIGHT TO AUDIT:** The Contracting Entity shall at all times have the right to examine books, papers and records of the successful Bidder relative to all aspects of the Pricing Agreements/Contracts awarded as a result of this bid to confirm Pricing Agreement/Contract compliance. Failure to provide the requested information may result in termination of the Pricing Agreement/Contract. This right to audit only affects Pricing Agreement/Contract compliance as a result of this bid, and does not apply to Bidder records beyond the scope of the Pricing Agreement/Contract.
18. **REFERENCES:** The Contracting Entity has the right to request references from bidders.
19. **BID EVALUATION:** Bids will be evaluated based upon the lowest overall cost to the Contracting Entity and a bidder's responsiveness to the requirements of the specifications. The Contracting Entity retains the right to waive minor deficiencies of specifications, technicalities or informalities in a bid, provided that the best interest of the Contracting Entity would be served without prejudice to the rights of other bidders.

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OKLAHOMA OPEN RECORDS ACT AND CONFIDENTIAL INFORMATION

All materials submitted to the Contracting Entity pursuant to this Bid or Proposal potentially become subject to the mandates of the Oklahoma Open Records Act, 51 O.S. § 24A.1. *et seq.* The purpose of this Act is to ensure and facilitate the public's right of access to and review of government records so they may efficiently and intelligently exercise their inherent political power. Almost all "records," as that term is defined in the Act, may be disclosed to the public upon request. Except where specific state or federal statutes create a specific and express exemption or confidential privilege, persons who submit information to public bodies have no right to keep this information from public access nor have a reasonable expectation that this information will be kept from public access.

If you believe that any of the information you have submitted to the Contracting Entity pursuant to this Bid or Proposal is exempt or confidential under a specific state or federal statute, and therefore not subject to public access under the Oklahoma Open Records Act, you must comply with the following:

1. Place said documents/records in a separate electronic file attachment marked "Confidential". DO NOT label your entire Bid or Proposal as "Confidential" – label only those portions of the Bid or Proposal that you feel are exempt or are made confidential by state or federal law as "Confidential".
2. For each such document for which you are claiming an exemption or a confidential privilege, identify the federal and/or state law that creates said privilege, e.g., for trade secrets, see 21 O.S. § 1732 (Larceny of Trade Secrets) and the Uniform Trade Secrets Act, 78 O.S. § 85 *et seq.*

Should an Open Records request be presented to the Contracting Entity requesting information you have identified as "Confidential," you will be responsible for defending your position in the District Court, if needed.

If you fail to identify any records submitted as part of your Bid or Proposal as "Confidential", you are agreeing that said records are not exempt or confidential and are subject to public access.

Upon receipt of a request by a third party to review or copy records properly identified as "Confidential," you will be notified of the request and thereby given an opportunity to immediately enforce and protect your rights by initiating an action in a court of competent jurisdiction. Should you fail to timely bring an action to enforce your rights, then the requested records will be released by the Contracting Entity based upon its determination of the application of the Oklahoma Open Records Act.

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BID SPECIFICATIONS

HVAC UNITS, PARTS, AND SUPPLIES

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BID SPECIFICATIONS
OVERHEAD DOORS, REPAIR, REPLACEMENT, PARTS, UNITS AND SERVICE
Instructions to Bidders

INTENT: To obtain pricing agreements for air conditioning, heating units, parts and supplies for use in City-owned buildings.

It is anticipated the pricing agreement(s) will be effective on July 7, 2023. The current agreements expire on July 6, 2023.

SCOPE OF PRICING AGREEMENT/CONTRACT: The Bidder shall furnish and supply the below listed item(s) in accordance with the terms, conditions and provisions set forth herein.

The Contracting Entity reserves the right to award this Pricing Agreement/Contract to a single Bidder or to multiple Bidders, whichever is deemed to be in best interest of the Contracting Entity. You may bid on some or all items. If you choose not to bid on one of the items respond by typing, "No Bid" in the "Note to Buyer" field of the Line Item in the Periscope system.

SUBSTITUTE OFFERS: If the bid specifications provide that the Contracting Entity is accepting substitute offers for a good or service, this option will be available for bidders in Periscope when completing the electronic bid packet. The Contracting Entity is under no obligation to accept a substitute offer.

CONTRACTING ENTITY: The term "Contracting Entity" as used throughout this Pricing Agreement/Contract shall mean The City of Oklahoma City and any participating Public Trust which chooses to avail itself of the goods or services from the resultant Pricing Agreement/Contract. Should a participating Public Trust, of which The City of Oklahoma City is Beneficiary, choose to avail itself of goods or services from the resultant Pricing Agreement(s)/Contract(s), the Bidder(s) will honor the terms and conditions, including price, of the Pricing Agreement(s)/Contract(s).

BIDDER: Upon award of this Pricing Agreement/Contract, the term "Bidder" shall mean the contracting party supplying the goods and/or services.

PRICING AGREEMENT/CONTRACT PERIOD: The Pricing Agreement/Contract shall be for one year with the option to renew for two additional one-year periods. The Pricing Agreement/Contract shall be in effect commencing on the date of award as approved by the Contracting Entity.

PRICING AGREEMENT/CONTRACT RENEWAL OPTION:

1. This Pricing Agreement/Contract is renewable for two additional one-year periods at the option of the Contracting Entity. Should the Contracting Entity desire to renew the pricing agreement/contract, a written preliminary notice will be furnished to the Bidder prior to the expiration date of the Pricing Agreement/Contract. (Such preliminary notice will not be deemed to commit the Contracting Entity to renew.)

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2. Upon receipt of the Contracting Entity's preliminary notice, the Bidder shall, if desired, submit a written agreement to continue Pricing Agreement/Contract performance for an additional one-year period.
3. Should the Contracting Entity exercise this option for renewal, the Pricing Agreement/Contract as renewed shall be deemed to include this option provision except that the total duration of this Pricing Agreement/Contract, including any renewals, shall not exceed three years without approval of the Contracting Entity.
4. In all cases Pricing Agreement/Contract renewals must be approved by the Contracting Entity.

DELIVERY: Bidders shall specify their proposed delivery times for the requested goods and services in the Line-Item pricing area in the electronic bidding system. If a deadline is specified and no alternative is proposed, the Bidder will have agreed to meet the stated deadline.

INSPECTION AND ACCEPTANCE AT DESTINATION:

1. Final inspection and acceptance shall be at destination. Acceptance will occur after the goods or results of the services have been inspected and when determined by designated competent staff to have met the bid specifications. Delivery does not constitute acceptance.
2. Although source inspection by the Contracting Entity is not anticipated under this Pricing Agreement/Contract, the provisions of this article shall in no way be construed to limit the rights of the Contracting Entity to otherwise conduct source inspections when it deems to be appropriate.

F.O.B. DESTINATION:

1. The Bidder shall deliver each item F.O.B. Destination, Oklahoma City, Oklahoma, and to any and all points designated in the bid specifications.
2. Inside delivery is required unless specifically and expressly stated in the bid specifications.

COMMERCIAL PACKAGING: Preservation, packaging, packing, and marking will be in accordance with Bidder's best commercial practice to provide adequate protection against shipping damage. Bidder is required to replace any goods damaged in shipping or delivery.

ESTIMATED ANNUAL REQUIREMENTS (NO GUARANTEE):

1. The quantity of any item, good, or service when shown in the price schedule as an estimate of an annual requirement is merely an estimate based on currently available information. The purchase of any such item or quantity of good or service is not guaranteed. Any offer conditioned upon a promise by the Contracting Entity to purchase a minimum or definite quantity of such an item will be rejected.
2. The Bidder agrees to furnish all quantities ordered by the Contracting Entity during the Pricing Agreement/Contract period.
3. The Contracting Entity agrees to place orders with the Bidder for all its requirements for those items shown in the price schedule, as awarded, except as follows:

- a. Quantities of items needed under conditions of emergency or public exigency as approved by the Purchasing Agent.
 - b. Quantities of items obtainable from State contracts, as approved by the Purchasing Agent.
 - c. Quantities of items where federal funds are involved, and other action is warranted for federal regulatory compliance purposes.
 - d. Quantities of items awarded under specific and separate pricing agreements/contracts.
 - e. Quantities of items which otherwise are determined to be outside the general scope and intent of this Pricing Agreement/Contract.
4. If requirements for any awarded items do not materialize for the quantity estimated in the applicable price schedule, such failure shall not constitute grounds for equitable adjustment or additional compensation.
 5. There is no obligation to purchase any items from this Pricing Agreement/Contract, and purchases made in future fiscal years or other contract periods are subject to future appropriations and availability of funds.
 6. The Contracting Entity may request Bidder provide quantity discounts when making larger purchases. Quantity discounts will be requested from all Bidders when multiple Pricing Agreements/Contracts are awarded.

ORDER OF PRECEDENCE: In the event of an inconsistency between provisions of this Pricing Agreement/Contract, the inconsistency shall be resolved by giving precedence in the following order: (i) Pricing Agreement/Contract articles, (ii) Bid Specifications, (iii) Notice to Bidders, (iv) General Instructions and Requirements for Bidders, (v) other requirements provided by the Contracting Entity in the bid packet, then (vi) attachments, notes, and exceptions by Bidder.

PAYMENT METHODS: The ordering departments will utilize purchase order numbers or purchasing cards for ordering the goods and services they require as the need arises during the Pricing Agreement/Contract period.

The Contracting Entity shall not be held liable for any damages sustained by any Bidder for delivery of goods or services awarded by Pricing Agreement/Contract unless accompanied by an authorized purchase order or purchasing card reference name and number. Delivery of goods or services to any department of Contracting Entity without a purchase order document, purchase order number or purchasing card reference name and number given at the time the order is placed shall constitute an unauthorized purchase.

PAYMENT/INVOICE:

1. Payments will be processed promptly after completion of delivery of ordered items and after receipt of properly prepared invoices.
2. **FOR ORDERS PLACED BY PURCHASE ORDER:** The original invoice must be mailed directly to The City of Oklahoma City, Accounts Payable, 100 N. Walker Avenue, Suite 200, Oklahoma City, Oklahoma 73102, or invoices may be e-mailed to accounts payable@okc.gov. If invoices are e-mailed, a paper copy should not be mailed.

This information is printed on the front of each purchase order. Copies of invoices may be sent to other addresses upon request. However, if the original invoice is sent to any other address, payment will be delayed, or may not be processed at all. Should another trust or government entity be using this contract they may request a different invoice address.

FOR ORDERS PLACED BY PURCHASING CARD: Do not send invoices, statements etc. to Accounts Payable for purchasing card orders. Please send all purchasing card documents directly to the cardholder. Cardholders are required to submit itemized transaction details such as invoice/delivery tickets with their monthly purchasing card statement. This is a vital part of the monthly reconciliation process. Your cooperation is appreciated. Contracting Entity employees are required, when possible, to use a purchasing card for purchases under the amount of \$5,000 for a single transaction. For single transactions over \$5,000, the bidder may request payment be completed by issuance of a purchase order. Processing fees may not be added when a purchasing card is used. The bid price is expected to cover any fees a bidder may incur.

3. Invoices must contain the following information:
 - a. Bidder's name and address
 - b. Ship to address (department name)
 - c. Purchase order number - **MUST BE INDICATED ON THE INVOICE**
 - d. Itemization of each item purchased to include:
 - i. description/stock number
 - ii. unit price
 - iii. quantity
 - iv. unit of issue (each, box, dozen, pound, etc.)
 - v. total price
 - e. Total amount of invoice
 - f. Date of delivery
4. Invoices should not reflect any outstanding backorders.

WARRANTY:

1. The Bidder warrants that at the time of delivery, all items furnished under this Pricing Agreement/Contract will be free from defects in material or workmanship and will conform to the specifications and all other requirements of this Pricing Agreement/Contract. All Bidders will furnish with their bid one copy of their warranty applicable to the supplies or equipment to be furnished.
2. As to any item which does not conform to this warranty, the Bidder agrees that the Contracting Entity shall have the right to:
 - a. Reject and return each nonconforming item to the Bidder for correction or replacement at the Bidder's expense
 - b. Require an equitable adjustment in the Pricing Agreement/Contract price.
3. This warranty shall be in addition to any other rights of the Contracting Entity.
4. All equipment warranties shall start on the date of installation and will be for the full term of said warranty.

GENERAL PROVISIONS: The following documents are attached or by this reference incorporated as a part of this Pricing Agreement/Contract:

- a. Bid/Pricing Agreement/Contract Form & Non-Discrimination Statement
- b. Non-Collusion Affidavit
- c. General Instructions and Requirements for Bidders
- d. Specifications
- e. Oklahoma Open Records Act and Confidential Information

SAFETY DATA SHEETS: Any Bidder supplying goods or materials to the Contracting Entity that require a Safety Data Sheet (SDS) will furnish the required sheet or a composite concentration list in one of the following manners:

- a. Submitted as part of the proposal document
- b. Submitted prior to Agreement/Contract award
- c. Submitted with the product invoice
- d. Submitted at the request of the Contracting Entity

In all instances, the Bidder shall furnish the safety data sheets with the products at delivery, and shall comply with all local, state and federal laws providing for identification of materials transported to the Contracting Entity. The appropriate proposal number, Agreement/Contract number, delivery ticket number, or invoice number shall be clearly marked on the safety data sheet or the composite concentration lists. Information regarding Safety Data Sheets can be found on-line at <https://www.osha.gov/Publications/OSHA3514.html>. Any question regarding this requirement should be directed to the following address:

Oklahoma City Risk Management Division
420 W. Main Street, Suite 630
Oklahoma City, Oklahoma 73102
(405) 297-3891

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BID SPECIFICATIONS

Other Provisions

ADDENDA: It is the Bidder's responsibility to log into the electronic bidding system to monitor any addenda that may be issued during the process. A Bidder's bid will not be accepted if all addenda have not been acknowledged by the Bidder through the electronic bidding system. If you are set up for electronic notifications through the electronic bidding system, you should receive a notification by e-mail when addenda are issued.

BRAND NAMES/EXAMPLES: Any brand names are used for **comparative purposes only**. Slight variations from the measurements and sizes given that do not compromise the requirements of the bid specifications will be considered.

INDEMNITY REQUIREMENTS: The Bidder assumes all risks incident to or in connection with its purpose to be conducted herein under and shall indemnify, defend and save Contracting Entity harmless from damage or injuries of whatever nature or kind to persons or property arising directly or indirectly out of the Bidder's operations and transportation of the Contracting Entity's equipment to and from repair site regardless of fault and arising from acts or omissions of its employees regardless of fault and shall indemnify, defend, and save harmless Contracting Entity from any penalties for violation of any law, ordinance or regulation affecting or having application to said operation.

INSURANCE REQUIREMENTS: The following insurance requirements are applicable and must be obtained prior to contract award if the bid submitted includes on-site installation, on-site maintenance services or other repair services to be performed on the Contracting Entity's property, or if insurance coverage is otherwise requested by the Contracting Entity.

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE: The Bidder shall carry Worker's Compensation Insurance in amounts as prescribed by the laws of the State of Oklahoma.

GENERAL LIABILITY INSURANCE: The Bidder shall carry a general liability insurance policy to protect the Bidder and any the Contracting Entity as Additional Insured from claims for property damage and bodily injury including death, or other loss which may arise directly or indirectly from the activities, omissions, and operations of the Bidder under the Agreement, whether such activities, omissions, and operations be by the Bidder, its subcontractor, or by anyone employed by or acting for the benefit of the Bidder in conjunction with this Agreement. The general liability policy shall have, at a minimum, the following coverage amounts:

Property Damage Liability - Limits shall be carried in the amount of not less than twenty five thousand dollars (\$25,000) to any one person for any single claim for damage to or destruction of property arising out of a single act, accident, or occurrence.

All Other Liability - In the amount not less than one hundred seventy-five thousand dollars (\$175,000) for claims including accidental death, personal injury, and all other claims to any one person out of a single act, accident, or occurrence.

General Aggregate Limit- In an amount not less than one million dollars (\$1,000,000) for any number of claims arising out of a single act, occurrence or accident.

AUTOMOBILE LIABILITY INSURANCE – The Bidder shall maintain automobile insurance coverage in, at a minimum, the amounts required by Oklahoma law as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles and equipment when said vehicles or equipment is utilized to meet the requirements of this contract.

The insurance policies required herein shall be issued by a company authorized to do business in the state of Oklahoma and acceptable to Contracting Entity. Upon request, the Contracting Entity shall be furnished with a Certificate of Insurance evidencing all of the above-referenced requirements. All policies shall be in the form of an “occurrence” insurance coverage or policy. If any insurance is written in a “claims made” form, the Bidder shall also provide tail coverage that extends a minimum of two years from the expiration of the Pricing Agreement/Contract. Unless stated otherwise above, all policies must be fully insured with any single deductible not exceeding \$25,000. Bidder or Bidder’s insurance company must provide Contracting Entity at least thirty (30) days’ prior written notice of any cancellation or material coverage change in their policies. **The Contracting Entity shall be listed as a Certificate Holder. This Pricing Agreement/Contract requires that Contracting Entity, including The City of Oklahoma City and its participating public trusts to this Contract/Agreement whether named herein or by reference only, be named as additional insured on the Bidder’s insurance policies, except Worker’s Compensation and Employer’s Liability Insurance, to the full limits of the policies and consistent with the same coverages available to the named insured. Any blanket additional insured endorsement which limits coverages to any Contracting Entity is not compliant with this Pricing Agreement/Contract and shall be considered a breach. Contracting Entity must be provided with a Certificate of Insurance or Endorsement evidencing Contracting Entity’s additional insured status prior to contract award. The policy description shall state the following: “Additional insured(s) on the listed policies are those required in the contract.”**

Unless otherwise approved by the Contracting Entity prior to contract award, self-insured retentions will not be accepted unless accompanied by a bond or irrevocable letter of credit guaranteeing payment of the losses, related investigations, claim administration, and defense expenses not otherwise covered by the Bidder’s self-insured retention.

UNDUE INFLUENCE: Upon advertising this solicitation, no officer, employee, agent, or representative of the Bidder shall have any contact or discussion, verbal or written, with any representative of the Contracting Entity (i.e., Trust Officer, City Council member, City staff, etc.) either directly or indirectly through others in which the Bidder seeks to influence any representative of the Contracting Entity regarding any matters pertaining to this solicitation.

Contacts by the Bidder with the Contracting Entity that do not pertain to a solicitation are exempt from this provision. Examples of these exempt contacts are:

- Private, non-business, contacts with the Contracting Entity by the Bidder's employees acting in their personal capacity
- Business contacts outside of this solicitation that the Contracting Entity may have with the Bidder
- Presentations and/or responses to inquiries initiated by the Contracting Entity
- Pre-bid or pre-proposal conferences
- Discussions with The City Procurement Agent, buyer or departmental contact as outlined in the bid packet

If a representative of any Bidder submitting a bid violates the foregoing prohibition by contacting any of these parties, such contact may result in the Bidder being disqualified from the procurement process.

ESCALATION/DE-ESCALATION: Bidder may request a price increase or decrease if the Bidder shows satisfactory proof to the Contracting Entity that a price change is justified and beyond the scope of the Bidder's control. It is understood that any percentage or discount offered to the Contracting Entity will remain firm for the duration of the Pricing Agreement/Contract. However, within 10 days of any approved changes in the price list(s) bid, Bidder may furnish the Procurement Services Division three copies of the new price list(s). New price list(s) will be considered effective the date shown on the price list(s), or 10 days from the date price list(s) are received in the Procurement Services Division, whichever is later. The three copies of the changed price list/catalog may be mailed, e-mailed or hand delivered to:

The City of Oklahoma City
Procurement Services Division
Attn: Monica Hardesty, Senior Buyer
100 North Walker, 2nd Floor
Oklahoma City, OK 73102
Monica.Hardesty@okc.gov

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BID SPECIFICATIONS

Technical Provisions

INTENT: To obtain pricing agreements for air conditioning, heating units, parts and supplies for use in City-owned buildings.

GENERAL:

1. Items furnished under this contract shall conform to the manufacturer's specifications and shall perform the functions for which they were designed and manufactured.
2. The contractor shall hold in stock or have ready access to an adequate number of items as listed in the manufacturer's published price list. In addition, contractors should maintain an office or distribution point within the greater Oklahoma City area, whereby ordering departments may obtain deliveries and technical services when required. Answering services in lieu of offices or distribution points are not acceptable.
3. Bidders shall have been in the business of supplying heating/air conditioning units parts and accessories a minimum of three (3) years and shall supply units manufactured by companies in the heating/air conditioning unit manufacturing business a minimum of ten (10) years. Bidders shall maintain a fully stocked parts department such that repair/replacement parts are expeditiously available.

SPECIFIC:

A. Split System Units:

1. Provide gas fired up-flow and down-flow heating units with 50-200 MBTUH input rating and standard air handling capacity of 600-2100 CFM, for use in split system applications. Units should incorporate electronic ignition, adjustable blower speed and used standard sized disposable or washable and reusable permanent filters.
2. Provide air conditioning units including an air-cooled condensing unit and evaporator unit of nominal 2 - 10-ton cooling capacity and 800-3500 CFM standard air handling capacity of both single and three phase type for use in split system application (pad mount and roof mount).
3. Provide heating/cooling thermostats and sub-bases which possess continuous or automatic fan operation controls.
4. Provide accessories (automatic flue damper and high- and low-pressure compressor controls) for each applicable unit.
5. Provide repair and/or replacement parts for specified units.

B. Combination Heating/Cooling Units:

1. Provide single package type combination air conditioning and gas fired heating units. Units should have a nominal cooling capacity of 2 1/2 - 5 tons, a heating input capacity of 70-150 MBTUH, and a standard air handling capacity of 1100-2500 CFM and be of both single and three phase type. Units should incorporate an electronic ignition system and high/low pressure compressor controls.
2. Provide heating/cooling thermostats and sub-bases which possess an automatic heating/cooling change over feature and continuous or automatic fan operation control.
3. Provide accessories (full roof curb and economizer units) for each applicable unit.
4. Provide repair and/or replacement parts for specified units.

PRICING AGREEMENT INTENTION: This pricing structure is designed to encourage the vendor to provide the best pricing model under various economic conditions throughout the term of the agreement. The discounts shall remain firm in relation to the maximum cost calculation. This may cause individual pricing of items to fluctuate during the term of the agreement. For the purpose of this bid, HVAC units, parts and supplies are defined by the general characteristic of the commodities listed below.

COMMODITIES:

Heating

Units, Parts, Accessories, Supplies and Controls

Air Conditioning and Refrigeration

Units, Parts, Accessories, Supplies and Controls and Freon

Fan Coil Units

Units, Parts, Accessories, Supplies and Controls

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Filtration

Fiberglass Air Filters, Polyester Air Filters, Standard Capacity Pleated Air Filters, High-Capacity Pleated Air Filters, Filter Media, Roll Filters and Other Filters

Ventilation/Circulation

Units, Parts, Accessories, Supplies & Controls Duct/Ventilation Materials/Fittings and Fasteners

Motors

Condenser Motors, Blower Motors, Fan Coil Motors, Ventilator/Exhaust Motors, Other Motors, Parts, Accessories, Supplies and Controls

Condensate Pan Tablets

90-Day Tabs

Boilers

Parts, Accessories, Supplies and Controls, etc., Fittings, Valves, etc.

Chilled Water

Parts, Accessories, Supplies and Controls, etc., Fittings, Valves, etc.

Water Filtration

Units, Filters, Parts, and Accessories, etc.

Power Transmission Supplies (belts, bearings, pulleys etc.)

Test Equipment and Tools

Consumable Items

Solvents, Acids, Lubricants etc.

Items furnished under this pricing agreement shall conform to the manufacturer's specifications and shall perform the functions for which they were designed and manufactured. The discounts shall remain firm in relation to the maximum cost calculation; this may cause individual pricing of items to fluctuate during the term of the agreement.

The discount bid represents the minimum discount, and the vendor may provide a greater discount based on the details of the order. Any additional cost saving may be passed directly to the ordering department.

Federal mandated charges (such as hazmat) and cost recovery fees such as shop fees, incidental consumables etc. are allowable under this agreement. The Bidder shall disclose or estimate these charges at the time of the quote so these charges can be included in the encumbrance process. Fees deemed to be excessive may result in decrease pricing agreement utilization or termination.

GUARANTEE: All Bidders shall guarantee that the materials they propose to furnish shall be in accordance with the manufacturer's specifications and shall perform the function for which they were designed and manufactured. The vendor shall provide all standard manufacturer's warranties and guarantees, and or exchange policies for defective items purchased under the contract.

SALE/PROMOTIONAL ITEMS: In the event of a conflict between the pricing agreement price and the sale or promotional price the lesser of the two shall prevail.

VOLUME DISCOUNT: Departments are encouraged to request special pricing for volume orders.

PRICING SCHEDULE

VENDOR INFORMATION: Upload an attachment that has the following information: number and location(s) of local stores and regional distribution center(s), information about the Bidder's ability to provide competitive pricing and timely customer service. Please include any information about the Bidder's rebate program.

CONTRACT QUALITY CONTROL: Upload an attachment that describes the quality control processes in place to ensure proper contract pricing is being received and the Bidder's ability to respond to an audit to verify contract compliance.

WEBSITE: Standard website retailers will provide the website URL and the discount to be taken from the pricing shown on the website. If a website requires a username and or password, the Bidder will be contacted by Procurement as part of the review process. Bidders can upload an attachment that explains any exemption to the discount. Some brands may have a greater or lesser discount and Bidders need to document it with the upload.

Custom website retailers will provide the website URL and the discount to be taken from the pricing shown on the website. If a website requires a username and or password, the Bidder will be contacted by Procurement as part of the review process. Bidders can upload an attachment that explains any exemption to the discount. Some brands may have a greater or lesser discount and Bidders need to document it with the upload.

CATALOGS AND PRICELISTS: Several line items are provided to allow the upload of multiple catalogs and pricelists. Indicate the discount bid and in the comment section provide the name and date of the catalog and the column being bid if it a multi-column pricelist.

Equipment Rental

If rental equipment is used to perform contracted work for the City of Oklahoma City, the contracted vendor will submit the cost of the rental equipment without markup to the City for reimbursement. A copy of the rental invoice must be included when the invoice is submitted for payment.

Technical questions are to be addressed through the electronic bidding system and the Buyer will respond electronically and issue addenda, if necessary.

Pricing must be submitted through the Line Item area of the electronic bidding system.

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LETTER OF AUTHORIZATION

**THIS LETTER OF AUTHORIZATION MUST BE COMPLETED AND SIGNED IF THE
BID/PRICING AGREEMENT/CONTRACT FORM & NON-DISCRIMINATION STATEMENT
WAS NOT SIGNED BY THE OWNER, A GENERAL PARTNER, OR AN OFFICER OF THE
CORPORATION**

**THIS DOCUMENT CAN BE UPLOADED ELECTRONICALLY AS AN ATTACHMENT
TO ONE OF THE LINES ITEMS ON THE ELECTRONIC BID**

City of Oklahoma City or related Public Trust:

This letter authorizes _____ to sign the
BID/PRICING AGREEMENT/CONTRACT FORM & NON-DISCRIMINATION STATEMENT and
all forms related to on behalf of _____.
Company Name

Sincerely,

Signature of Authorized Agent

Print Title

Date

Print Name

Email Address: _____

Title: (must be checked)

- | | |
|--|--|
| <input type="checkbox"/> Owner | <input type="checkbox"/> Treasurer |
| <input type="checkbox"/> Chief Executive Officer [CEO] | <input type="checkbox"/> Corporate Secretary |
| <input type="checkbox"/> Chairman or Chairman of the Board | <input type="checkbox"/> Assistant Secretary |
| <input type="checkbox"/> President | <input type="checkbox"/> Secretary-Treasurer |
| <input type="checkbox"/> Vice-President | |

**BIDDER MUST ELECTRONICALLY PRINT, COMPLETE AND SIGN THIS
DOCUMENT PRIOR TO UPLOADING AS AN ATTACHMENT INTO THE
ELECTRONIC BID SYSTEM**

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(Internal use only)

PeopleSoft Vendor ID: _____ Entered by: ____

Helpdesk Ticket #: _____ Date: _____

The Bidder's Name that is entered on the Bid/Pricing Agreement/Contract Form & Non-Discrimination Form should match the Business Name on the Vendor Registration Form

VENDOR REGISTRATION FORM

If you are a single member LLC classified as a Disregarded Entity on your W-9, you MUST provide the owner's SSN or EIN, not the LLC's EIN (see IRS pub 3402).

Select One:

- ☐ **NEW DOMESTIC VENDOR** - Attach the most current IRS W-9 form, along with this form; both MUST be filled out in their entirety.
- ☐ **NEW FOREIGN ENTITY** - Attach the most current, appropriate, IRS W-8 form, along with this form; both MUST be filled out in their entirety.
- ☐ **UPDATE EXISTING VENDOR** - Attach the most current IRS W-9/W-8 form, along with this form; both MUST be filled out in their entirety.

SDBE Program: Please select all applicable vendor characteristics:

- ☐ Disadvantaged Business Enterprise DUNS Number (if any) _____
- ☐ Small Business - as defined by the U.S. Small Business Administration
- ☐ Women-Owned Business - % Women-Owned / Controlled _____ %
- ☐ Minority-Owned Business - % Minority-Owned / Controlled _____ % Ethnicity(ies) _____

If you checked any of the above boxes, please provide a brief description of your business:

If you checked any of the above boxes, do you wish to receive notifications of upcoming contract opportunities? ☐

Mailing Addresses:

PURCHASE ORDERS

BUSINESS NAME

ADDRESS 1

PAYMENT REMITTANCE

BUSINESS NAME

ADDRESS 1

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ADDRESS 2

CITY

STATE

ZIP CODE

CONTACT PERSON

EMAIL ADDRESS

TELEPHONE NUMBER

ADDRESS 2

CITY

STATE

ZIP CODE

CONTACT PERSON

EMAIL ADDRESS

TELEPHONE NUMBER

Do you wish to receive payments by electronic funds transfer?

Any vendor who accepts payment confirms the following: the invoice is true and correct; the work, service or materials as shown by the invoice or claim have been completed or supplied in accordance with the plans, specifications, orders or requests furnished the vendor; and the vendor has made no payment, directly or indirectly, to any elected official, officer or employee of this City, of money or any other thing of value to obtain payment See [62 O.S. § 310.9](#).

I certify that the information supplied herein is correct and that neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer is now debarred or otherwise declared ineligible by a public agency for bidding or furnishing materials, supplies or services, to any other public agency thereof. NOTE: Article IV, Section 11 of the City Charter prohibits employees of the City from having a proprietary interest in City Contracts. See 11 O.S. §8-113.

TYPE NAME OF PERSON AUTHORIZED TO SIGN

TITLE

**BIDDER MUST ELECTRONICALLY COMPLETE AND SIGN THIS DOCUMENT PRIOR TO SUBMITTING
INTO THE ELECTRONIC BID SYSTEM**

**Please be aware that typing in your password acts as your electronic signature, which is just as legal
and binding as an original signature.**

(See Electronic Signatures in Global and National Commerce Act for more information.)

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CONTRACTOR/VENDOR BACKGROUND CHECKS FOR ACCESS TO OR WORK IN CITY AND TRUST BUILDINGS AND STRUCTURES

The City has established a policy to better secure City and/or Trust owned or operated buildings and structures by requiring background and fingerprint checks of Non-City employees as a condition precedent to entering City and/or Trust buildings and structures. **Contractor/vendor employees and agents who will be required to enter City and Trust buildings and structures to perform a City or Trust Contract will be required to obtain and provide an Oklahoma State Bureau of Investigation background and fingerprint check to the General Service Director or designee before such Contractor/Vendor employee or agent will be permitted to enter City and/or Trust buildings and structures unescorted, at their cost.**

The General Services Director will establish and maintain a list of Non-City employees authorized to enter City and/or Trust buildings and structures. Background and fingerprint records will be maintained by the General Services Department in a secure location within the City's internal network. Said records will be destroyed within sixty days of: 1) final acceptance by the City Council in the case of construction projects, 2) termination or expiration of a procurement pricing agreement, 3) termination or expiration of an engineering, architectural or planner agreement, or 4) termination or expiration of a professional services agreement, unless the Contractor/Vendor has another contractor or agreement. The City reserves the right and authorizes the General Services Director or designee to request and require any such background check be updated and resubmitted. In addition, the Contractor/Vendor acknowledges and agrees that Contractor/Vendor employees and agents will be asked to verify their identity with a government issued picture identification (Driver's License, Passport, Oklahoma issued Identification Card) from the employee or agent's state of residence to enter City and/or Trust owned or operated buildings and structures.

Arrest and/or conviction records may disqualify Contractor/Vendor employees or agents from access or for work in City or Trust buildings and structures.

In addition to the Sex Offenders Registration Act (57 O.S. Section 581 *et seq.*) and the Mary Rippey Violent Crime Offenders Registration Act (57 O.S. Section 591 *et seq.*), the following criteria will be used when reviewing Contractor/Vendor employee or agent requests for building access:

- (a) Any unpardoned felony conviction or plea of nolo contendere may be disqualifying, depending on the nature of the conviction and the relation to the scope of the contract or price agreement, except under the following circumstances:
1. Access to City or Trust buildings and structures is contingent upon successful completion of two (2) years of a deferred or suspended sentence (if the sentence exceeds two (2) years), otherwise, after successfully serving the complete sentence. Applicants must submit two (2) favorable written references, one (1) of which must be from an employer with whom the individual has worked within the last two years. Situations where the applicant is unable to provide a written reference from an employer with whom the individual has worked within the last two (2) years will be reviewed by the General Services Director or designee on a case-by-case basis.
 2. Applicants convicted of a felony and ordered to serve time with the Department of Corrections may be eligible for access, depending on the nature of the conviction and the position sought, two (2) years from the date of parole. Applicants must submit two (2) favorable written references, one (1) of which must be from an employer with whom he or she has worked within the last two (2) years will be reviewed by the General Services Director or designee on a case-by-case basis.

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- (b) Any unpardoned conviction(s) involving the following offenses may be disqualifying: moral turpitude; non-consensual sex acts; distribution or trafficking of controlled dangerous substances; assault and battery with a dangerous weapon, or any offense involving a minor as a victim.
- (c) Any applicant who has been convicted of a felony, is a current defendant of a Victim Protection Order (VPO) or has been convicted of a misdemeanor crime of Domestic Violence, will not be considered for facility access. Misdemeanor convictions and traffic violations will be evaluated on an individual basis and may be disqualifying.
- (d) Any applicant with a pending felony or misdemeanor charge (other than minor traffic violations) will be ineligible for access, until a final disposition of the charge is made.
- (e) Any conviction that has been pardoned or expunged cannot be considered in a facility access decision.

If it is determined that information obtained through the applicant's OSBI criminal records check makes the applicant unsuitable for access to City or Trust buildings or structures, the General Services Department will notify the applicant immediately and provide a copy of any criminal record information.

- (a) The applicant will be given seven (7) business days to provide information that negates the validity and relevance of the criminal record. If the information obtained through the criminal records check cannot be invalidated by the applicant, the applicant will be denied facility access.
- (b) In determining an applicant's suitability for facility access, the General Services Department will consider information including, but not limited to the following:
 - 1. Relevance of the crime to the proposed work to be performed.
 - 2. Nature of the work to be performed;
 - 3. Recency of the conviction;
 - 4. Sensitivity of and potential risk to accessible information, systems, or equipment; and
 - 5. Potential risk or threat to City employees.

Upon approval of a contract or agreement by the City Council/Trust, the successful Contractor(s)/Vendor(s) will be required to submit to the General Services Department the following completed documents for **each** employee requiring access to City or Trust buildings and structures to fulfill the terms of the contract or agreement.

- 1. Non-Employee Building Access Request Form – available upon request at (405) 297-2123
- 2. OSBI Criminal History Information Request Portal Response – available at <http://www.ok.gov/osbi/CriminalHistory/CHIRP>

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Question and Answers for Bid #24609 - HVAC Units, Parts, and Supplies

Overall Bid Questions

There are no questions associated with this bid.

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