

City Council Agenda Items
and
Contracts, Leases or Agreements

21-May-13

City Council Meeting Date
Agenda Items Only

David Jurgens
Submitted By

Water and Sewer
Division

Utilities
Department

Action Required:

Approval of Bid 13-28 from Clifford Power Systems for the EPA mandated modification of Noland's WWTP existing backup power generator for \$36,705.17.

\$ 36,705
Cost of this request

5400.5800.5414.00
Account Number

02069.1
Project Number

\$ 216,941
Category / Project Budget

\$ -
Funds Used to Date

\$ 216,941
Remaining Balance

WWTP Plants Pumps and Equipment
Program Category / Project Name

Wastewater Treatment
Program / Project Category Name

Water/Sewer
Fund Name

Budgeted Item

Budget Adjustment Attached

[Signature]
Department Director

3/MAY/13
Date

Previous Ordinance or Resolution # _____

[Signature]
City Attorney

5-3-13
Date

Original Contract Date: _____

Original Contract Number: _____

Paul a. Beck
Finance and Internal Services Director

5-5-2013
Date

05-03-13A11:57 RCVD
Received in City Clerk's Office
Kim G.

Don Man
Chief of Staff

5-6-13
Date

Received in Mayor's Office
ENTERED
5/3/13
[Signature]

Joseph Jordan
Mayor

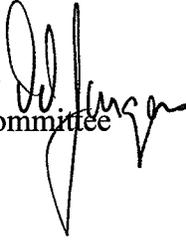
5/6/13
Date

Comments:

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan
Don Marr, Chief of Staff

From: David Jurgens, Utilities Director
Fayetteville Water and Sewer Committee



Date: May 3 2013

Subject: Approval of Bid 13-28 for the modification to the emissions system of Noland's WWTP generator

RECOMMENDATION

City Administration recommends approval of Bid 13-28 with Clifford Power Systems for the modification of Noland's WWTP existing backup power generator for \$36,705.17. Funds are available within the Wastewater Treatment Plant CIP – Plants Pumps and Equipment.

BACKGROUND

Noland's WWTP generator is a 2937 horsepower engine that was installed in 2005. This unit's main purpose – as is required by our NPDES discharge permit – is to serve as an emergency backup to operate the WWTP in the event of a power failure to prevent overflows and permit violations. It also functions as a load shedding unit during times of peak electrical demand. The WWTP is contracted with Ozarks Electric Cooperative to receive power at a discounted rate during normal power demands; however, if the WWTP operates using Ozarks Electric Cooperative power during peak loads, the rate increases significantly. Under this agreement, using the generator for load shedding has saved an average of over \$130,000 per year.

DISCUSSION

On January 14, 2013, the Environmental Protection Agency (EPA) amended the National Emission Standards for Hazardous Air Pollutants for Reciprocating Internal Combustion Engines (RICE). These standards were created to reduce air pollution from stationary engines, including generators. The amendments include changes to various part of RICE rules. Under the new requirements, we are required to modify the emissions system for the Noland generator. The main purpose of the upgrade is to install a catalyst system – somewhat similar to a catalytic converter on a vehicle – that will reduce the amount of carbon monoxide released in the atmosphere. Without this modification, the Noland WWTP generator is prohibited from operating for load shedding purposes and would only be usable for emergency backup power.

The City received two bids on April 30, 2013. Clifford Power Systems submitted the lowest bid that meets specifications.

Bidder	Bid
Clifford Power Systems	\$ 36,705.17
Thompson Machinery	\$ 48,518.00

BUDGET IMPACT

Funds are available in the Wastewater Treatment Plant CIP – Plants Pumps and Equipment.

RESOLUTION NO. _____

A RESOLUTION AWARDDING BID #13-28 AND AUTHORIZING A CONTRACT WITH CLIFFORD POWER SYSTEMS IN THE AMOUNT OF \$36,705.17 FOR EPA MANDATED MODIFICATION TO THE NOLAND WASTEWATER TREATMENT PLANT BACKUP POWER GENERATOR

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #13-28 and authorizes a contract with Clifford Power Systems in the amount of \$36,705.17 for EPA mandated modification to the Noland Wastewater Treatment Plant backup power generator.

PASSED and APPROVED this 21st day of May, 2013.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer



BID: 13-28
 DATE: 04/30/13
 3:00 PM
 CITY OF FAYETTEVILLE

Bid 13-28, Modifications to Existing Generator

Item #	DESCRIPTION	Clifford Power Systems	Thompson Machinery
		TOTAL	TOTAL
1	Modifications to Existing Generator	\$36,705.17	\$48,518.00

*NOTICE: Bid award is contingent upon vendor meeting minimum specifications and formal authorization by City officials.

CERTIFIED: P. Vice
 P. VICE, PURCHASING MANAGER

Julie Paladino
 WITNESS

04/30/13
 DATE



City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: 479.575.8220
TDD (Telecommunication Device for the Deaf): 479.521.1316

INVITATION TO BID

INVITATION TO BID: Bid 13-28, Modifications to Existing Generator
DEADLINE: Tuesday, April 30, 2013 before 3:00 PM, Local Time – Room 306
DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701
PURCHASING AGENT: Andrea Foren, CPPB, CPPO, aforen@ci.fayetteville.ar.us
DATE OF ISSUE AND ADVERTISEMENT: Thursday, April 11, 2013

INVITATION TO BID
Bid 13-28, Modifications to Existing Generator

No late bids will be accepted. Bids shall be submitted in sealed envelopes labeled with the name and address of the bidder.

All bids shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each bidder is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection.

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Manager.

Name of Firm: Clifford Power Systems
Contact Person: Somer Wamble Title: Service Sales
E-Mail: swamble@cliffordpower.com Phone: 918-607-5340
Business Address: 9310 E. 46th St N.
City: Tulsa State: OK Zip: 74138
Signature: Somer Wamble Date: 4-30-13

City of Fayetteville
Bid 13-28, Modifications to Existing Generator
Bid Form

DATE REQUIRED AS A COMPLETE UNIT: Products shall be received and installed within 30 calendar days from date of Notice to Proceed.

Total Lump Sum Bid: \$ 36,705.¹⁷

*Price shall include sales taxes, materials, labor, shipping, warranty, etc.

EXECUTION OF BID -

If specifications of item bid differ from provided literature, deviation must be documented and certified by the manufacturer as a regular production option.

Upon signing this Bid, the bidder certifies that:

1. He/she has read and agrees to the requirements set forth in this proposal, including specifications, terms, standard conditions, and any pertinent information regarding the articles being bid on.
2. Unless otherwise noted and explained, the unit bid and listed meets or exceeds all of these requirements as specified by The City of Fayetteville.
3. The Bidder can and will comply with all specifications and requirements for delivery, documentation and support as specified herein.
4. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein is accurate and true.
5. Bidder shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment in addition to all federal, state, and local laws.
6. Bidder shall disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Response shall disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official. If no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response.

1.) NO KNOWN RELATIONSHIP EXISTS
 2.) RELATIONSHIP EXISTS (Please explain): _____

Unsigned bids will be rejected. Items marked * are mandatory for consideration.

*NAME OF FIRM: Clifford Power Systems

*BUSINESS ADDRESS: 9310 E. 46th St. N.
Purchase Order/Payments shall be issued to this name

*CITY: Tulsa *STATE: OK *ZIP: 74151

*PHONE: 918-607-5340 FAX: 918-836-0094

*E-MAIL: swamble@cliffordpower.com

*BY: (PRINTED NAME) Somer Wamble

*AUTHORIZED SIGNATURE: Somer Wamble

*TITLE: Service Sales

Acknowledge Addendums:

Addendum Nos. 2 Dated: 4-30-13 Acknowledged by: SW

City of Fayetteville
Bid 13-28, Modifications to Existing Generator
Bid Form

1. SUBMISSION OF BID & BID EVALUATION:

- a. Bids shall be reviewed following the stated deadline, as shown on the cover sheet of this document.
- b. Bidders shall submit bids based on documentation published by the Fayetteville Purchasing Division.
- c. Bids shall be enclosed in sealed envelopes or packages addressed to the City of Fayetteville, Purchasing Division, Room 306, 113 W. Mountain, Fayetteville, AR 72701. The name, address of the firm and Bid, RFP, or RFQ number shall be on the outside of the packaging as well as on any packages enclosed in shipping containers or boxes.
- d. The City will not be responsible for misdirected bids. Vendor should call the Purchasing Office at 479.575.8220 to ensure correct receipt of bidding documents prior to opening time and date listed on the bid form.
- e. Bidders must have experience in providing products and/or services of the same or similar nature.
- f. Bidder is advised that exceptions to any of the terms contained in this bid must be identified in its response to the bid. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- g. Local time is defined as the time in Fayetteville, Arkansas on the due date of the deadline. Bids shall be received before the time as shown by the atomic clock located in the Purchasing Division Office.
- h. Bids will be evaluated and awarded based on the best interest of the City of Fayetteville. The City reserves the right to award bids in their entirety, none, or by line item.

2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this bid must be sent in writing via e-mail to the Purchasing Agent. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the bid. All such addenda shall become part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract.

3. DESCRIPTION OF SUPPLIES AND SERVICES:

Any reference to a particular brand or manufacturer is done in an effort to establish an acceptable level of quality for this project. Brands or manufacturers that are included in bid that are of at least equal quality, size, design, and specification as to what has been specified, will be acceptable for consideration only if approved by the City of Fayetteville Purchasing Division. The City of Fayetteville reserves the right to accept or reject any requested equal.

4. RIGHTS OF CITY OF FAYETTEVILLE BID PROCESS:

In addition to all other rights of the City of Fayetteville, under state law, the City specifically reserves the following:

- a. The City of Fayetteville reserves the right to select the bid that it believes will serve the best interest of the City.
- b. The City of Fayetteville reserves the right to accept or reject any or all bids.
- c. The City of Fayetteville reserves the right to cancel the entire bid.
- d. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the invitation to bid or in bids submitted.

- e. The City of Fayetteville reserves the right to request any necessary clarifications, additional information, or data without changing the terms of the bid.

5. **COSTS INCURRED BY BIDDERS:**

All expenses involved with the preparation and submission of bids to the City, or any work performed in connection therewith, shall be borne solely by the bidder(s). No payment will be made for any responses received, or for any other effort required of, or made by, the bidder(s) prior to contract commencement.

6. **CONFLICT OF INTEREST:**

- a. The bidder represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Authority of City Employee to Contract with the City".
- b. All bidders shall promptly notify Andrea Foren, City Purchasing Agent, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the bidder's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the bidder may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the bidder. The City agrees to communicate with the bidder its opinion via e-mail or first-class mail within thirty days of receipt of notification.

7. **WITHDRAWAL OF PROPOSAL:**

A bid may be withdrawn prior to the time set for the bid submittal, based on a written request from an authorized representative of the firm; however, a bid shall not be withdrawn after the time set for the bid unless approved by the Purchasing Division.

8. **LATE PROPOSAL OR MODIFICATIONS:**

1. Bid modifications received after the time set for the bid submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Bidders should call the Purchasing Division at (479) 575-8220 to insure receipt of their submittal documents prior to opening time and date listed.

9. **LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:**

- a. The laws of the State of Arkansas apply to any purchase made under this bid. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.
- b. Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

10. **PROVISION FOR OTHER AGENCIES:**

Unless otherwise stipulated by the bidder, the bidder agrees to make available to all Government agencies, departments, municipalities, and counties, the proposal prices submitted in accordance with said proposal terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Arkansas agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, counties, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

11. COLLUSION:

The Proposer, by affixing his or her signature to this proposal, agrees to the following: "bidder certifies that his or her bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s) and/or services and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

12. RIGHT TO AUDIT, FOIA, AND JURISDICITON:

- a. The City of Fayetteville reserves the privilege of auditing a vendor's records as such records relate to purchases between the City and said vendor.
- b. Freedom of Information Act: City contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the (Contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.
- c. Legal jurisdiction to resolve any disputes shall be in Washington County, Arkansas with Arkansas law applying to the case.

13. CITY INDEMNIFICATION:

The successful bidder(s) agrees to indemnify the City and hold it harmless from and against all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the City.

14. VARIANCE FROM STANDARD TERMS & CONDITIONS:

All standard terms and conditions stated in this request for bid apply to this contract except as specifically stated in the subsequent sections of this document, which take precedence, and should be fully understood by bidders prior to submitting a proposal on this requirement.

15. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.521.1316 (telecommunications device for the deaf), not later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

16. PROCUREMENT POLICY FOR RECYCLED MATERIALS:

The City of Fayetteville wishes to encourage its bidders to use recycled products in fulfilling contractual obligations to the City and that such practices will serve as a model for other public entities and private sector companies.

17. PAYMENTS AND INVOICING:

The bidder must specify in their bid the exact company name and address which must be the same as invoices submitted for payment as a result of award of this bid. Further, the successful bidder is responsible for immediately notifying the Purchasing Division of any company name change, which would cause invoicing to change from the name used at the time of the original bid. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest, fees, or penalty for untimely payments. **Payments can be processed through bidder's acceptance of Visa at no additional costs to the City for expedited payment processing.** The City will not agree to any nonrefundable deposit or retainer that would remain property of the bidder even if the hourly work actually performed by the bidder would not justify such fee.

The City will pay the awarded bidder based on unit prices provided on invoicing. Progress payments will be made after

approval and acceptance of work and submission of invoice. Payments will be made within 30 days of accepted invoice.

18. CANCELLATION:

- a. The City reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.
- b. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.
- c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Fayetteville.
- d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City

19. ASSIGNMENT, SUBCONTRACTING, CORPORATE ACQUISITIONS AND/OR MERGERS:

- a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a bidder intends to subcontract a portion of this work, the bidder shall disclose such intent in the bid submitted as a result of this bid.
- b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the bid, without exception shall constitute approval for purpose of this Agreement.

20. NON-EXCLUSIVE CONTRACT:

Award of this bid shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such an action to be in the City's best interest. In the case of multiple-term contracts, this provision shall apply separately to each item.

21. LOBBYING:

Lobbying of selection committee members, City of Fayetteville employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, and agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the City of Fayetteville and shall be prohibited until either an award is final or the protest is finally resolved by the City of Fayetteville; provided, however, nothing herein shall prohibit a prospective/bidder/proposer from contacting the Purchasing Division to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

22. ADDITIONAL REQUIREMENTS:

The City reserves the right to request additional services relating to this bid from the bidder. When approved by the City as an amendment to the contract and authorized in writing prior to work, the Contractor shall provide such additional requirements as may become necessary.

23. ADD OR DELETE LOCATIONS OR SERVICES:

The City reserves the right to unilaterally add or delete locations and/or services, either collectively or individually, at the City's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the City. In such case, the Contractor(s) will be required to provide services to this contract in accordance with the terms, conditions, and specifications.

24. INTEGRITY OF BID DOCUMENTS:

Bidders shall use the original bid form(s) provided by the Purchasing Division and enter information only in the spaces where a response is requested. Bidders may use an attachment as an addendum to the bid form(s) if sufficient space is not available on the original form for the bidder to enter a complete response. **Any modifications or alterations to the original documents by the bidder, whether intentional or otherwise, will constitute grounds for rejection of such response.** Any such modifications or alterations a bidder wishes to propose shall be clearly stated in the bidder's response and presented in the form of an addendum to the original bid documents.

25. OTHER GENERAL CONDITIONS:

- a) Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Bidder or Proposer will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.
- b) Prices shall include all labor, materials, overhead, profit, insurance, shipping, freight, etc., to cover the products and services presented. ***Sales tax shall be included in the bid price.*** Applicable Arkansas sales tax laws will apply to this bid. The City of Fayetteville is not exempt from sales tax.
- c) Each bidder should state the anticipated number of days from the date of receipt of an order for delivery of services to the City of Fayetteville.
- d) Bidders must provide the City with their bids signed by an employee having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.
- e) The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.
- f) The request for bid is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by bidder in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the bidder's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.
- g) If products, components, or services other than those described in this bid document are proposed, the bidder must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
- h) **NOTE: Any uncertainties shall be brought to the attention to Andrea Foren immediately via telephone (479.575.8220) or e-mail (aforen@ci.fayetteville.ar.us). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all bidders to be on equal bidding terms.**

- i) Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Andrea Foren, City of Fayetteville, Purchasing Agent via e-mail (aforen@ci.fayetteville.ar.us) or telephone (479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.
- j) Any information provided herein is intended to assist the bidder in the preparation of proposals necessary to properly respond to this bid. The bid is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications and/or test requirements, but is not intended to limit a bid's content or to exclude any relevant or essential data.
- k) Bidders irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be prevailed by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
- l) The successful bidder shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful bidder assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful bidder shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
- m) The successful bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful bidder shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.

26. ATTACHMENTS TO BID DOCUMENTS:

- a. Attachment A: Engine Emission Data
- b. Attachment B: Package Performance Data

City of Fayetteville
Bid 13-28, Modifications to Existing Generator
Technical Specifications: Catalytic Converter

1. INTRODUCTION:

1.1 This specification concerns the provision, installation, commissioning, and acceptance testing of a catalytic converter to be installed on an existing diesel engine driven generator.

2. DEFINITIONS: Wherever used in this bid, the following terms shall be understood to have the following definitions:

2.1 "City of Fayetteville" shall mean the City of Fayetteville, Arkansas, or its authorized agent.

2.2 "Supplier" and "Bidder" shall mean the individual, partnership, or corporation, whose bid to supply the items and work specified herein has been accepted by the City of Fayetteville. "Supplier" shall also encompass any employee, partner, consultant, or subcontractor, to the winning bidder.

2.3 "Work" shall mean the furnishing of all necessary equipment, labor, ancillary items, and services required herein.

3. ADDITIONAL INFORMATION:

3.1 Attachment A: Engine Emissions Data

3.2 Attachment B: Package Performance Data

4. LOCATION:

4.1 All work and services required under this specification shall occur at and be specifically designed for the existing generator owned by the City of Fayetteville, Arkansas, and installed at the Noland Wastewater Treatment Plant. The physical address of the plant is 1400 N Fox Hunter Rd., Fayetteville, Arkansas 72701.

5. OWNERSHIP AND DELIVERY OF SUPPLIED MATERIALS:

5.1 Materials and equipment supplied under this specification shall remain the property of the Bidder until acceptance by the City of Fayetteville. City of Fayetteville will make an area available for staging and storage of delivered equipment. The area is within the treatment plant's perimeter fence, however, the Bidder shall remain solely responsible for the safety and security of any materials or equipment staged or stored within or on the designated area. The City of Fayetteville will allow reasonable access to the storage area for deliveries between the hours of 9:00AM and 3:30PM local time. The City of Fayetteville will not provide any assistance with or equipment to facilitate the physical offloading of any delivered materials or equipment nor will the City of Fayetteville formally accept any delivery. Delivery shall be the responsibility of the Bidder.

6. SCOPE OF WORK:

6.1 This specification concerns the evaluation of existing operating conditions, provision, installation, commissioning, and acceptance testing of a catalytic converter and its attendant electronic monitoring system. It also includes the supplying of all ancillary piping, spool pieces, gaskets, flange bolts, stands, and brackets to effect installation to the existing generator.

Factory authorized commissioning is also required under this specification. Physical installation of the catalytic converter and all ancillary appurtenances will be the responsibility of the Bidder.

7. EXISTING GENERATOR:

Engine:	Caterpillar 3516B DITA
Engine S/N:	1HZ03111
Manufacture Date:	2004
Horsepower:	2937
RPM:	1800
Exhaust Temperature (100% load):	940° F
Exhaust Flow Rate (100 % load):	17,200 CFM
Fuel:	Diesel / Natural Gas adder
Run Hours:	1481

8. EQUIPMENT SPECIFICATION

8.1 The catalytic converter system required herein shall reduce the carbon monoxide emission of the existing generator engine to the extent required by 40 CFR Part 63, Subpart ZZZZ in effect as of April 01, 2013. The converter system shall meet the requirements of 40 CFR Part 63, Subpart ZZZZ during operation of the generator under all fuel combination proportions from 100% Diesel - 0% natural gas to 10% Diesel – 90% natural gas, inclusive at full load. CO emissions shall be reduced by 70% or more.

9. EXISTING CONDITIONS VERIFICATION:

9.1 The Bidder shall establish baseline parameters by measuring the actual emissions and exhaust backpressure for the various fuel combinations listed above. The City will assist by running the generator at various fuel combinations subject to the demand load of the system at the time of testing. The City makes no guarantee that the generator can be ran at full load conditions.

10. SUBMITTALS:

- 10.1 The supplier shall provide the following submittal information before commencing with any manufacturing or installation of equipment.
- a. A complete listing of emissions data and exhaust backpressure gathered from the existing conditions verification.
 - b. A certification of the warranty and statement of extended warranty if the manufacturer's standard warranty is of less duration than that required herein.
 - c. A detailed list of items and services to be supplied.
 - d. A statement specifying the maximum backpressure by virtue of the installation of the catalytic converter.
 - e. A statement from the engine manufacturer that the maximum backpressure is acceptable and will not damage the engine or reduce it's developed shaft horsepower.
 - f. Drawings indicating the intended location and method of installation of the catalytic converter and all ancillary items. Any structural framework is not part of this bid.
 - g. A suggested acceptance test plan for City of Fayetteville approval meeting 40 CFR Part 63, Subpart ZZZZ.

11. WARRANTY:

- 11.1 Catalytic converter performance shall be warranted for a period of two (2) years from the date of startup. Bidder shall promptly, without cost to the City of Fayetteville, correct any defects and/or problems with the equipment to ensure compliance with 40 CFR Part 63, Subpart ZZZZ.
- 11.2 Warranty shall include all parts, labor, shipping, mailing charges, and transportation of parts to and from the location of the warranty service center.
- 11.3 Successful vendor shall be responsible for warranty administration of all items bid.

City Of Fayetteville - Purchase Order (PO) Request

(Not a Purchase Order)

All purchases under \$2500 shall be used on a P-Card unless medical or 1099 service related. (Call x256 with questions)
All PO Request shall be scanned to the Purchasing e-mail: Purchasing@ci.fayetteville.ar.us

A. 7

Requisition No.:	Date: Bid #13-28 Clifford Power Systems 5/21/2013
P.O Number:	Expected Delivery Date: Page 17 of 18

Vendor #:	Vendor Name: Clifford Power Systems
Address: 9310 E 46th St N	
City: Tulsa	State: OK

Mail Yes: _____ No: _____	Quoted Attached Yes: _____ No: _____
Taxable Yes: _____ No: _____	Division Head Approval:

Requester:	Requester's Employee #: OMI	Extension: 479-443-3292 ext 6782
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Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	Noland WWTP Generator Modification	1	JOB	33,597.41	\$33,597.41	5400.5800.5414.00	02069.1		
2					\$0.00				
3					\$0.00				
4					\$0.00				
5					\$0.00				
6					\$0.00				
7					\$0.00				
8					\$0.00				
9					\$0.00				
10					\$0.00				
*	Shipping/Handling		Lot		\$0.00				

Special Instructions: _____

Subtotal:	\$33,597.41
Tax:	\$3,107.76
Total:	<u>\$36,705.17</u>

Approvals:

Mayor: _____ Department Director:

Finance & Internal Services Director: _____ Budget Manager: _____

Dispatch Manager: _____ Utilities Manager: _____

Purchasing Manager: _____

IT Manager: _____

Other: _____

