City Council Agenda Items and Contracts, Leases or Agreements

20-Aug-13

City Council Meeting Date Agenda Items Only

	Agend	da items Only	
David Jurgens	Wat	er and Sewer	Utilities
Submitted By		Division	Department
		on Required:	
Approval of Bid 13-41 with Jack Tyler I numps for the Noland Wastewater Tre	Engineering of A atment Plant for	rkansas to purchase fou \$53,540.00 plus \$5,220.	r (4) Return Activated Sludge (RAS) 15 tax, totaling \$58,760.15.
\$ 58,760	\$	216,941	WWTP Plant Pumps and Equipmen
Cost of this request	Catego	ry / Project Budget	Program Category / Project Name
5400.5800.5801.00	\$	36,706	Wastewater Treatment
Account Number	Fund	ds Used to Date	Program / Project Category Name
02069	\$	180,235	Water/Sewer
Project Number	Rem	naining Balance	Fund Name
Department Director City Attorney		Date Original Cor	ntract Date: ntract Number:
Finance and Internal Services Director	<u> </u>	Date Received i	n City 08-01-13P03:42 RCVD ffice
Chief of Staff Lowell Jones Mayor		Date Receive Mayor's C	
Comments:	, , , , , , , , , , , , , , , , , , ,		



www.accessfayetteville.org

To:

Fayetteville City Council

Thru:

Mayor Lioneld Jordan Don Marr, Chief of Staff

From:

David Jurgens, Utilities Director

Fayetteville Water and Sewer Commi

Date:

31 July, 2013

Subject: Approval of Bid 13-41 for the purchase of four (4) Return Activated Sludge (RAS) pumps for the Noland Wastewater Treatment Plant.

RECOMMENDATION

City Administration recommends approval of Bid 13-41 with Jack Tyler Engineering of Arkansas to purchase four (4) Return Activated Sludge (RAS) pumps for the Noland Wastewater Treatment Plant for \$53,540.00 plus \$5,220.15 tax, totaling \$58,760.15.

BACKGROUND

The Noland Wastewater Treatment Plant uses a biological process to treat wastewater. A key part of this process is maintaining healthy bacteria age and quantity. The facility's RAS pumps play an integral role in maintaining this balance. Currently, there are 5 RAS pumps that have been in use for approximately 15 years and have exceeded their life expectancy; these pumps have been repaired and rebuilt on multiple occasions. The largest pump is used less frequently and operates sufficiently, but the remaining four pumps require significant use and have become unreliable and too costly to repair. For example, one pump's repair estimate is nearly \$8,000, and may only last a couple of years before another major failure.

DISCUSSION

This bid includes two small and two medium pumps. In our operations, we optimize which pumps and pump combinations we use to minimize electric use. The City received three bids on July 12, 2013. J. Richard Wolf Company was the lowest bidder, but their pumps do not meet specification regarding size and impellor type, and their bid cannot be accepted. Jack Tyler Engineering of Arkansas submitted the lowest bid that meets specifications.

Bidder	Bid
Evans Enterprises, Inc.	\$54,805.00
Jack Tyler Engineering of Arkansas	\$53,540.00
J. Richard Wolf Company	\$45,720.00

BUDGET IMPACT

Funds are available in the Wastewater Treatment Plant CIP - Plant Pumps and Equipment. This approval includes tax, but we are waiting on a ruling from the Arkansas Department of Finance and Administration as we believe this is tax exempt wastewater treatment process material under state codes.

RESOL	LUTION NO.	•

A RESOLUTION AWARDING BID #13-41 AND AUTHORIZING A CONTRACT WITH JACK TYLER ENGINEERING OF ARKANSAS IN THE TOTAL AMOUNT OF \$58,760.15 FOR THE PURCHASE OF FOUR (4) RETURN ACTIVATED SLUDGE PUMPS FOR THE NOLAND WASTEWATER TREATMENT PLANT

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 #13-41 and authorizes a contract with Jack Tyler Engineering of Arkansas in the total amount of \$58,760.15 for the purchase of four (4) return activated sludge pumps for the Noland Wastewater Treatment Plant.

PASSED and **APPROVED** this 20th day of August, 2013.

APPROVED:	ATTEST:
By:	By:
LIONELD JORDAN, Mayor	SONDRA E. SMITH City Clerk/Treasurer



BID: 13-41 07/12/13 2:00 PM CITY OF FAYETTEVILLE

Bid 13-41, RAS Pumps

BIDDER	Item#	DESCRIPTION	MANUFACTURER/MODEL	Quantity	,	Jnit Price	TOTA	L BID PRICE
1 Evans Enterprises, Inc.	1	Submersible RAS Pumps, 10HP	Keen Pump Company K6VB150M6-43	2	\$	9,857.50	\$	19,715.00
	2	Submersible RAS Pumps, 20HP	Keen Pump Company K8H250M4-43	2	\$	17,545.00	\$	35,090.00
							\$	54,805.00
2 Jack Tyler Engineering of Arksansas	1	Submersible RAS Pumps, 10HP	Flygt NP3127 LT 421	2	\$	8,231.00	\$	16,462.00
	2	Submersible RAS Pumps, 20HP	Flygt NP3153 LT 414	2	\$	18,539.00	\$	37,078.00
							S	53,540.00
3 J. Richard Wolf Company	1	Submersible RAS Pumps, 10HP	TSURUMI America TOS' 150 B411	2	\$	10,400.00	\$	20,800.00
	2	Submersible RAS Pumps, 20HP	TSURVMI America TOS' 200 B415	2	\$	12,460.00	\$	24,920.00
							\$	45,720.00

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

CERTIFIED:

P. VICE, PURCH MGR

Plice

WITNESS GULL Valadens

DATE 07/12/13

								Requisition No). :	Date:	A. 3
	City	y Of Fay	etteville -	Purchas	e Order (P0	D) Request			Bi	d 7/34/2012 k Tyler	Engineering of Arkansas
,	All purchases under \$2500 sha	ll be used o		ot a Purchase Or		olated (Call v25	6 with augstions)	P.O Number:	·	Expected Deliver	y Date: Page 5 of 24
•	All PO Request s										
end	lor#:	Vendor Nar						Mail			
Jack Tyler Engineering of Arkansas ddress: Fob Point:				Yes: Taxable	No:	Quotes Attached					
uui		C442 D-44	aan Baad			l .		Yes:_	No:		No:
ity:		6112 Patter	State:			Noland WWTP Zip Code:	Ship to code:	Divison Head		Yes:	INU.
	Rock		AR			72209	72701	DIVISON FIELD	проточан.		
	uester:	<u></u>	1				er's Employee #:	Extension:		1	
							OMI	479-443-	3292 ext 6782		
em	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Ассоц	unt Numbers	Project/Subpr	oject#	Inventory #	Fixed Asset #
1	Noland RAS Pumps - Flygt	2	EA	8,231.00	\$16,462.00	5400.5	5800.5801.00	· c	2069		
2	Noland RAS Pumps - Flygt	2	EA	18,539.00	\$37,078.00	5400.5	5800.5801.00	C	2069		
3	A				\$0.00						
4	-				\$0.00						
5					\$0.00						
6	Maria (1900) (1900) (1900)		***************************************		\$0.00						
7					\$0.00						W. A. H. W. C.
8					\$0.00						
9	A				\$0.00						
10					\$0.00						
*	Shipping/Handling		Lot		\$0.00	·					
	Special Instructions:										
								Subtotal:		\$53,540.00	<u> </u>
								Tax:		\$5,220.15	
								Total:		\$58,760.15	mary party and the state of the
\ppi	ovals:										
/lay	or:			Department	Director:			Purchasing M	anager:		
	nce & Internal Services Director				ager:	•		IT Manager:_			
Disp	atch Manager:			Utilities Man	ager:	·					



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 13-41, RAS Pumps

DEADLINE: Friday, July 12, 2013 before 2:00 PM, Local Time

DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701 PURCHASING AGENT: Andrea Foren, CPPO, CPPB, aforen@ci.fayetteville.ar.us

DATE OF ISSUE AND ADVERTISEMENT: Monday, July 01, 2013

INVITATION TO BID Bid 13-41, RAS Pumps

No late bids shall 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 this offer. This offer is not subject to withdrawal unles Purchasing Manager.	and general conditions of bidding, all of which are made a part of upon mutual written agreement by the Proposer/Bidder and City
Name of Firm:Jack Tyler Engineering of A	rkansas
Contact Person: Steve Cooper	Title: General Manager
E-Mail: scooper@jteng.com	Phone: 501-562-2296
Business Address: 6112 Patterson Ro	nd
City: Little Rock Sta	te:ARZip:72209
Signature: <u>W.Cooper</u>	Date: <u>7/10/</u> 13

City of Fayetteville, AR Bld 13-41, RAS Pumps Page 1 of 13

City of Fayetteville Bid 13-41, RAS Pumps Bid Form		
DATE REQUIRED AS A COMPLETE UNIT of received Purchase Order.	Delivery shall be made 90 ca	alendar days from dat
F.O.B. Noland Waste Water Treatment Plan	, 1400 N Fox Hunter Rd., Fayet	teville, Arkansas 7270
ITEM: DESCRIPTION:	QUANTITY: *PRICE EACH:	*TOTAL PRICE
1. Submersible RAS Pumps, 10HP	2 \$ 8231.00	\$ 16,462.00
Please Specify for Unit(s) Bid: *MANUFACTURER: Flygt	*MODEL: NP3127 L	Γ 421
 Submersible RAS Pumps, 20HP Please Specify for Unit(s) Bid: 	2 \$ 18,539.00	\$_37,078.00
*MANUFACTURER: Flygt	*MODEL:NP3153 LT	414
Bids shall be submitted on this bid for	Bids shall be evaluated o	553,540.00 on the lowest total base bio panied by descriptive
<u>literature</u> on the products being bid.		
•		
NAME OF BIDDER:Jack Tyler	Engineering of Arkansas	

THIS BID FORM CONTINUES ON THE NEXT PAGE.

City of Fayetteville, AR Bid 13-41, RAS Pumps Page 2 of 13

EXECUTION OF BID -

Bidders are requested to indicate by check mark or "Yes/No" on each line of the Technical Specifications the compliance of the item bid. Actual specification of any deficient item shall be noted on the bid sheet or separate attachment. 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.
- 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 ¹shall 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.

2	.) RELATIONSHIP EXISTS (Pleas	se explain): _		
Unsigned bids shall be rejected	I. Items marked * are mandatory	for conside	eration.	
*NAME OF FIRM: Jack T	yler Engineering of Arkansas			
	Purchase Order/Payment	s shall be	Issued to this name	
*BUSINESS ADDRESS:	6112 Patterson Road			
*CITY: Little Rock	*STATE:	AR	*ZIP: 72209	
*PHONE: 501-562-2296		501-56	2-4273	
*E-MAIL: scooper@jter				
*BY: (PRINTED NAME)	Steve Cooper .		•	
*AUTHORIZED SIGNATURE: _	Sulcooper			
*TITLE: General M	Manager			
Acknowledge Addendums: Non	i			
Addendum No Dated:	Acknowledged by:		-	
Addendum No Dated:			· ·	
Addendum No Dated:	Acknowledged by:		***************************************	
City of Fayetteville, AR			•	

City of Fayetteville Bid 13-41, RAS Pumps General Terms and Conditions

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 <u>prior</u> 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:

- 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.

City of Fayetteville, AR Bid 13-41, RAS Pumps Page 4 of 13 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. WITHDRAWL 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.

City of Fayetteville, AR Bid 13-41, RAS Pumps Page 5 of 13

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

City of Fayetteville, AR-Bid 13-41, RAS Pumps Page 6 of 13 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:

City of Fayetteville, AR Bid 13-41, RAS Pumps Page 7 of 13 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 <u>not</u> to be included in the bid price. Applicable Arkansas sales tax laws will apply when necessary but will not be considered in award of this project.
- 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.
- 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.
- 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

City of Fayetteville, AR Bid 13-41, RAS Pumps Page 8 of 13 City of Fayetteville Bid 13-41, RAS Pumps

Detailed Specifications: Submersible Return Activated Sludge (RAS) Pump Replacements

BIDDING REQUIREMENTS:

- When given a specification option with a blank (example a.____), bidder shall write a "check mark" or write "yes" indicating yes if the accompanied specification is met. In the event a specification cannot be met, bidder shall indicate so by writing in "no" and writing on the City's bid forms how the specification is not met or how the unit(s) bid differ from what has been specified.
- Bidders shall NOT supply warranty papers for the City to interpret whether a warranty specification is met or not.

1.0 GENERAL -

- 1.1 This specification is for the replacement of 4 (four) submersible Return Activated Sludge (RAS) pumps. Specification also includes the supplying of all connections, fittings, alignment, etc., necessary for proper attachment to the existing Gorman-Rupp rail system and elbow.
- 1.2 All unit(s) bid shall meet or exceed the minimum requirements or they will be deemed incomplete and will not be considered for bid award.
- 1.3 All specifications written are to *minimums*, unless otherwise noted.
- 1.4 Wherever used in this bid, the following terms shall be understood to have the following definitions: "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. Work" shall mean the furnishing of all necessary equipment, labor, ancillary items, and services required herein.
- 1.5 All items required under this specification shall occur at and be specifically designed for the Noland Wastewater Treatment Plant (WWTP) 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.
- 1.6 Physical and electrical installation of the pump and all ancillary appurtenances shall be the responsibility of the City of Fayetteville.
- 1.7 Factory authorized startup assistance shall be provided by bidder. リビジ

2.0 MANUFACTURER / MODEL -

- 2.1 Unit(s) bid shall be new and of the latest standard production model as offered for commercial trade.
- 2.2 Unit(s) bid price shall be valid for the most current model year being sold.

City of Fayetteville, AR Bid 13-41, RAS Pumps Page 10 of 13 (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.
- 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: N/A

3.0 TECHNICAL SPECIFICATIONS -

- 3.1 LINE ITEM #1: Quantity of Two (2) pumps
 - a. Y Shall be Flygt model NP3127 LT 421 or approved equal
 - b. Y Delivered operating voltage: 480V, 3 phase
 - c. Y Frequency: 60 Hz
 - d. Y Hydraulic operating point: 941 gpm at 28' TDH
 - e. Y Rotation speed: 1735 rpm
 - f. Y Rated power: 10 hp
 - g. Y Length of supplied electrical cords: 30' minimum\
 - h. Y Impeller type: Semi-open, 2 blade, self-cleaning
 - i. Y Discharge port diameter: 6"
- 3.2 LINE ITEM #2: Quantity of Two (2) pumps
 - a. Y Shall be Flygt model NP3153 LT 414 er appreved-equal
 - b. Y Delivered operating voltage: 480V, 3 phase
 - c. Y Frequency: 60 Hz
 - d. Y Hydraulic operating point: 1586 gpm at 29' TDH
 - e. Y Rotation speed: 1760 rpm
 - f. Y Rated power: 20 hp
 - g. Y Length of supplied electrical cords: 30' minimum
 - h. Y Impeller type: Semi-open, 2 blade, self-cleaning
 - i. Y Discharge port diameter: 8"

4.0 WARRANTY

- 4.1 Warranty shall include the following, at minimum. Bidder shall serve as the warranty administrator.
 - a. Y All equipment bid shall be warranted for 2 years, starting from the date of acceptance by the City of Fayetteville.
 - b. Y Warranty shall include all parts, labor, and transportation to and from the location of the warranty administrator.

5.0 STANDARDS -

- 5.1 Each unit shall meet or exceed the following applicable standards.
 - a. __ Environmental Protection Agency's Exhaust Emission Standards (EPA). NOT APPLICABLE
 - b. Y Occupational Safety and Health Administration Standards (OSHA).

6.0 DELIVERY/DOCUMENTATION -

6.1 Equipment supplied under this specification shall remain the property of the Supplier until delivery to and acceptance by the City of Fayetteville. Deliveries for the equipment will only be accepted during normal business hours between 7:30 AM and 3:00 PM local time, Monday through Friday, Federal holidays excluded.

- 6.2 All units shall be delivered F.O.B. to the Noland Waste Water Treatment Plant, located at 1400 N Fox Hunter Road, Fayetteville, AR 72701, for compliance review and final acceptance
- 6.3 Delivery shall include the following documents as a minimum:
 - a. Y Manufacturer's Certificate of Origin, if available
 - b. Y Dealer invoice
 - c. List of all filters used on this unit (OEM part #'s), if applicable. NOT APPUCABLE
- 6.4 Units shall be fully assembled, serviced, and ready for operation as delivered.
- 6.5 Physical and electrical installation of the pump and all ancillary appurtenances shall be the <u>responsibility of the City of Fayetteville</u>.
- 6.6 All bids shall include the following submittal information:
 - a. Y A certification of the warranty and statement of extended warranty if any,
 - b. Y A detailed list of items to be supplied under the bid,
 - c. Y A detailed set of installation instructions including a contact name and telephone number for technical support during the installation,
 - d. Y A suggested acceptance test plan,
 - e. Y A factory certified performance curve for each pump,
 - f. Y A statement attesting to the intent to supply startup assistance.

7.0 MANUALS -

- 7.1 The successful bidder agrees to furnish one (1) set each of the following list of manuals:
 - a. Y Operator's Manual: 1 file copy plus one (1) copy for each pump purchased
 - b. Y Maintenance Repair Manuals, Paperback or Compact Disc format, if available
 - c. Y Parts (OEM) Manuals: Paperback or Compact Disc format
- 7.2 Payment(s) <u>may be held</u> until all manuals and certifications are delivered to the City of Fayetteville.

8.0 TRAINING -

- Training quoted below shall be arranged through Fleet Operations for both operators and mechanics by a qualified instructor at a location designated and provided by the City.
 - a. Y Operator Training (Required)
 - ◆ This training shall include proper operating techniques and daily maintenance including lubrication, inspection of fluid checks and adjustments. This training shall be designed to instruct qualified operators.
 - b. Y Limited Maintenance Training (Required)
 - ♦ This training shall be designed to instruct qualified personnel in techniques and procedures that are new and unique to the new unit model supplied. Training shall consist of the following: basic servicing and lubrication procedures, diagnostics, disassembly, repair and reassembly of components.

9.0 SUPPORT SERVICES -

- 9.1 Repair Parts Inventory stock of standard repair parts for units bid must be available to the City of Fayetteville within twenty-four (24) hours of part(s) requested. Parts inventory availability shall be considered in the purchasing decision.
- 9.2 <u>Maintenance Service</u> Fully trained maintenance personnel shall be available for service within twenty-four (24) hours of repair requests. This shall include warranty service. Availability of maintenance personnel <u>shall be considered</u> in the purchasing decision.



For the period defined, Xylem Water Solutions USA, Inc. offers a commercial warranty to the original End Purchaser against defects in workmanship and material on Flygt Products. Warranty covers Flygt parts and labor as outlined in **ADDENDUM – A**.

COVERAGE:

Xylem Water Solutions USA, Inc. will pay the cost of parts and labor during the warranty period, provided that the Flygt product, with cable attached, is returned prepaid to a Xylem Water Solutions USA, Inc. Authorized Service Facility for Flygt Product repairs. Coverage for Flygt parts and labor will be provided for the period shown in **ADDENDUM - A.** The warranty period will begin from date of shipment or date of a valid Start-up (For permanently installed pumps only). In cases where the Start-up date is used as the beginning of the warranty on a permanently installed Flygt pump, a Start-up Report completed by an approved service technician from a Xylem Water Solutions USA, Inc. Authorized Service Facility for Flygt products must be received by the Xylem Water Solutions USA, Inc. Area Service Manager for Flygt Products within thirty (30) days of the initial onset of the unit placed into service. If not received, the beginning of the warranty coverage will default to the Flygt product ship date. A Start-up for a permanently installed Flygt pump must occur within one (1) year from the date of shipment from a Xylem Water Solutions USA, Inc. authorized facility for Flygt Products or warranty will automatically default to ship date as start of warranty. (See **STORAGE** section) When using the start-up date as the beginning of the warranty, a copy of the Start-up Report will be required to support any Warranty Claims. Warranty on Flygt Dewatering pumps will begin with ship date only. No other date on Flygt Dewatering pumps will be considered.

Xylem Water Solutions USA, Inc.'s sole obligation under this Warranty for Flygt Products shall be to replace, repair or grant credit for Flygt Products upon Xylem Water Solutions USA, Inc.'s exclusive determination that the Flygt Product does not conform to the above warranty. In the event that the Flygt product is replaced, warranty on the replacement product will be equal to the balance remaining on the original product or ninety (90) days, which ever is greater.

MISUSE:

This Warranty shall not apply to any Flygt product or part of Flygt product which (i) has been subjected to misuse, misapplication, accident, alteration, neglect, or physical damage (ii) has been installed, operated, used and/or maintained in a manner which is in an application that is contrary to Xylem Water Solutions USA, Inc.'s printed instructions as it pertains to installation, operation and maintenance of Flygt Products, including but without limitation to (iii) operation of equipment without being connected to monitoring devices supplied with specific products for protection; or (iv) damaged due to a defective power supply, improper electrical protection, faulty installation or repair, ordinary wear and tear, corrosion or chemical attack, an act of God, an act of war or by an act of terrorism; or (v) has been damaged resulting from the use of accessory equipment not sold by Xylem Water Solutions USA, Inc. or not approved by Xylem Water Solutions USA, Inc. in connection with Flygt products.

WEAR PARTS:

This warranty does not cover costs for standard and/or scheduled maintenance performed, nor does it cover Flygt parts that, by virtue of their operation, require replacement through normal wear (aka: Wear Parts), unless a defect in material or workmanship can be determined by Xylem Water Solutions USA, Inc.. Wear Parts are defined as Cutters, Cutting Plates, Impellers, Agitators, Diffusers, Wear Rings (Stationary or Rotating), Volutes (when used in an abrasive environment), oil, grease, cooling fluids and/or any items deemed necessary to perform and meet the requirements of normal maintenance on all Flygt equipment.



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DISCLAIMERS:

(i) Xylem Water Solutions USA, Inc.'s warranties are null and void when Flygt Products are exported outside of the United States of America without the knowledge and written consent of Xylem Water Solutions USA, Inc.; (ii) Xylem Water Solutions USA, Inc. makes no independent warranty or representation with respect to parts or products manufactured by others and provided by Xylem Water Solutions USA, Inc. (however, Xylem Water Solutions USA, Inc. will extend to the Purchaser any warranty received from Xylem Water Solutions USA, Inc.'s supplier for such parts or products).

LIMITATIONS:

XYLEM WATER SOLUTIONS USA, INC. NEITHER ASSUMES, NOR AUTHORIZES ANY PERSON OR COMPANY TO ASSUME FOR XYLEM WATER SOLUTIONS USA, INC., ANY OTHER OBLIGATION IN CONNECTION WITH THE SALE OF ITS FLYGT EQUIPMENT. ANY ENLARGEMENT OR MODIFICATION OF THIS WARRANTY BY A FLYGT PRODUCT DISTRIBUTOR, OR OTHER SELLING AGENT SHALL BECOME THE EXCLUSIVE RESPONSIBILITY OF SUCH ENTITY.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, CONDITIONS OR TERMS OF WHATEVER NATURE RELATING TO FLYGT PRODUCT(S), INCLUDING AND WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. PURCHASER'S EXCLUSIVE REMEDY AND XYLEM WATER SOLUTIONS USA, INC.'S AGGREGATE LIABILITY FOR BREACH OF ANY OF THE FOREGOING WARRANTIES IS LIMITED TO REPAIRING OR REPLACING FLYGT PRODUCTS AND SHALL IN ALL CASES BE LIMITED TO THE AMOUNT PAID BY THE PURCHASER HEREUNDER. IN NO EVENT IS XYLEM WATER SOLUTIONS USA, INC. LIABLE FOR ANY OTHER FORM OF DAMAGES, WHETHER DIRECT, INDIRECT, LIQUIDATED, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS OR REVENUE, LOSS OF INCOME, LOSS OF BUSINESS, LOSS OF PRODUCTION, LOSS OF OPPORTUNITY OR LOSS OF REPUTATION.

XYLEM WATER SOLUTIONS USA, INC. WILL NOT BE HELD RESPONSIBLE FOR TRAVEL EXPENSES, RENTED EQUIPMENT, OUTSIDE CONTRACTOR'S FEES, OR ANY EXPENSES ASSOCIATED WITH A FLYGT PRODUCT REPAIR SHOP NOT AUTHORIZED BY XYLEM WATER SOLUTIONS USA, INC. U.S.A., INC. REIMBURSEMENT COSTS FOR CRANES AND/OR ANY SPECIAL EQUIPMENT USED IN CONJUNCTION FOR THE REMOVAL AND/OR REINSTALLATION OF ANY FLYGT EQUIPMENT IS NOT COVERED UNDER THIS WARRANTY.

ANY UNAUTHORIZED ALTERATIONS TO SUPPLIED FLYGT EQUIPMENT USED WITHOUT XYLEM WATER SOLUTIONS USA, INC. SUPPLIED FLYGT BRAND CABLE OR CONTROLS WILL NOT BE COVERED UNDER THIS WARRANTY, UNLESS IT CAN BE PROVEN SUCH ANCILLARY EQUIPMENT IS SUITABLE FOR THE PURPOSE AND EQUAL TO XYLEM WATER SOLUTIONS USA, INC. SUPPLIED FLYGT BRAND CABLES OR CONTROLS THAT WOULD ORIGINALLY HAVE BEEN SUPPLIED WITH THE TYPE OF EQUIPMENT IN USE.

REQUIREMENTS:

A copy of Electrical System Schematics of the Control used (including a Control's Bill of Material) could be required to support a Warranty Claim when a non Flygt Brand Control is used. In addition, a written record, hereby known as "the log", will be associated with each unit serial number and must be maintained by the organization having product maintenance responsibility. The log must record each preventative maintenance activity and any repair activity during the life of the warranty or verification that a Xylem Water Solutions USA, Inc. authorized Service Contract for Flygt Products is in force and must be available for review and/or auditing. Failure to meet these conditions could render this warrant null and void. Such logs could be required to determine warranty coverage.



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STORAGE:

Should a delay occur between ship date and the date of start-up, maintenance as outlined in Xylem Water Solutions USA, Inc.'s Care & Maintenance Manual for Flygt Products must be performed by the "CONTRACTOR" and/or "OWNER" during any such period of storage. Documentation providing proof and outlining what maintenance was performed must be provided to Xylem Water Solutions USA, Inc. or its Flygt Products representative within thirty (30) days of said maintenance, or the Xylem Water Solutions USA, Inc. warranty for Flygt Products could be considered void.

CONTROLS:

Warranty coverage for permanently installed controls will start for the end purchaser on the date of shipment. This warranty does not apply to controls that have been damaged due to a defective and/or improper input power supply, improper electrical protection, accidental damage, improper or unauthorized installation and/or repair, unauthorized alteration, negligence, environmental corrosion or chemical attack, improper maintenance or storage of control, any act of God, an act of war, an act of terrorism or damage resulting from the use of accessory equipment not approved by Xylem Water Solutions USA, Inc.. Further, this warranty does not apply in the event an adjustment is found to correct the alleged defect.

Solid state devices will be covered for a period of one (1) year except in the Flygt Standard Control Panel (FSCP) where the solid state devices will be covered for the full warranty period of the control panel. Electrical control panels containing controllers, PLC's, drives, soft starts, and other computerized equipment will require Transient Voltage Surge Suppression (TVSS) protection in order to satisfy the requirements of this warranty. The protection equipment associated with the control must be kept in working condition during the life of the warranty. Auxiliary equipment supplied with the control (air-conditioners etc.) is limited by the respective original equipment manufacturer's warranty offered. Consumable items such as: light bulbs, fuses, and relays are covered under normal operating conditions. Electrical surges experienced during startups and/or during normal operating use of the control panel will cause the consumable items not to be covered under this warranty policy. Components not supplied by Xylem Water Solutions USA, Inc. will not covered by this warranty.

TOP (The Optimum Pump Station)

Xylem Water Solutions USA, Inc. will warrant the Flygt TOP pre-engineered fiberglass pump station components against defects in material and workmanship for a period of one (1) year from date of start-up or eighteen (18) months from date of shipment and is valid only to the original owner of the station. Warranty shall cover the cost of labor and materials required to correct any warrantable defect, excluding any removal and reinstallation costs, FOB Xylem Water Solutions USA, Inc.'s authorized warranty service location for Flygt's TOP.

Flygt Products contained within a TOP pre-engineered fiberglass pump station will carry the standard Xylem Water Solutions USA, Inc. warranty for Flygt products and/or accessories installed in the TOP pre-engineered fiberglass pump station.

All Flygt Product restrictions and/or limitations as outlined and described within the context of this warranty are germane to all sections of this Xylem Water Solutions USA, Inc. Warranty document.

Xylem Water Solutions USA, Inc. National Quality Assurance - US Corporate



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ADDENDUM - WARRANTY COVERAGE BY PRODUCT

PRODUCT	PRODUCT SERIES AND CONFIGURATION	Months	Months 13 - 18	Months	Months	Months 40 .60
Axial Flow/ Mixed Flow/ Centrifugal Pumps & Mixers	ugal Pumps & Mixers 3000 Series (CP, NP, DP, CT, NT, CZ, NZ, LL) 4000 Series (SR, PP) 7000 Series (PL))%	50%		25%
Flygt Standard Control Panels (FSCP)	Standard Control Panels (FSCP – permanently installed)	100%	6 (From Ship D	Date)		
ETO Electrical Control Panels	Engineered to Order, Xylem Manufactured Control Panels (permanently installed) - 3 Years	100% - 1 YR	LIMITE	D - 2 - YR		
Abrasion/Corrosion Resistant & Chopper/ Grinder Pumps	3000 Series (MP, MF, MH, FP, FS, FT, HP, HS) 5000 Series (HP, HS) 8000.280 Series (DP, DZ, DT, DS, DF)	100	0%			
Dewatering Pumps	2000 Series (BS, KS) 3000 Series (CS, NS, DS) 8000.280 Series (DS, DF)	100% (From Ship Date)				
TOPS	Fiberglass Pump Station	100% (From	100% (From Ship Date)			
Accessories	Permanent / Portable	100% (From Ship Date)				
Hydro ejectors/ Aerators	HE, JA	100%				
Portable Pump Controls TOPS Control Panels	Control Boxes (Nolta, MSHA etc.) TOPS control panels (permanently installed)	100% (From Ship Date)				
Small Pumps	3045, 3057, SX	100% (From Ship Date)				
Parts - *	All new Flygt parts (mechanical & electrical)	100% (From Ship Date)				

^{* -} Parts that fail where used in a repair are warranted for one (1) year from the date of the repair for the failed part only - no labor; This Includes Flygt pump controllers, Flygt supervision equipment, Flygt submersible level transducers, etc.







JACK TYLER ENGINEERING OF ARKANSAS

6112 PATTERSON AVENUE, LITTLE ROCK, ARKANSAS 72209 (501) 562-2296 • FAX (501) 562-4273 • ARKANSAS WATS 1-800-562-2296

QUOTATION

No: SJ13038

July 9, 2013

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TO:

City of Fayetteville

Purchasing Division, Rm. 306

113 W. Mountain

Fayetteville, AR 72701

Phone: 479-575-8220

ITEM 1: Submersible RAS Pump 10HP

Flygt model NP3127 LT 421 with 6" discharge, 10HP 460Volt 3Phase, for 60Hz service. Rated for 941 GPM @ 28 FTTDH. With 50 FT of power cable and adapter For existing G-R rail system PRICE EACH......\$ 8,231.00

ITEM 2: Submersible RAS Pump, 20 HP

Flygt model NP3153 LT 414 with 8" discharge, 20HP 460Volt 3Phase, for 60Hz service. Rated for 1586 GPM @ 29 FTTDH. With 50 FT of power cable and adapter For existing G-R rail system PRICE EACH......\$ 18.539.00

> FREIGHT ALLOWED TO FOB POINT DELIVERY: 8-12 Weeks, ARO FOB POINT: Noland Waste Water Treatment Plant, 1400 N Fox Hunter Rd.. Fayetteville, AR 72701

Factory trained maintenance personnel and parts inventory available in one working day.

Thank you for the opportunity to quote on your requirements. If we may be of further assistance, please do not hesitate to contact me at scott@jteng.com or 479-806-8970.

Very truly yours,

JACK TYLER ENGINEERING OF ARKANSAS

Scott Jones Sales Representative