

**City of Fayetteville Staff Review Form**

**2015-0245**

**Legistar File ID**

**6/2/2015**

City Council Meeting Date - Agenda Item Only  
N/A for Non-Agenda Item

Billy Ammons

5/8/2015

Wastewater Treatment Plant /  
Utilities Department

**Submitted By**

**Submitted Date**

**Division / Department**

**Action Recommendation:**

Staff recommends approval of Bid 15-25 with Evans Enterprises, Inc. to purchase two (2) pumps and motors for the Airport North Lift Station (LS #16) for \$42,010.00 plus \$4,095.98 tax, totaling \$46,105.98. Funds are available within the Wastewater Treatment Plant CIP – Upgrade/Replace Lift Stations project.

**Budget Impact:**

5400.5800.5801.00		Water/Sewer	
Account Number		Fund	
02068.1		Upgrade/Replace Lift Stations - WWTP	
Project Number		Project Title	
<b>Budgeted Item?</b>	Yes	Current Budget	\$ 148,861.75
		Funds Obligated	\$ -
		Current Balance	<b>\$ 148,861.75</b>
<b>Does item have a cost?</b>	Yes	Item Cost	\$ 46,105.98
<b>Budget Adjustment Attached?</b>	No	Budget Adjustment	\$ -
		Remaining Budget	<b>\$ 102,755.77</b>

V20140710

Previous Ordinance or Resolution # \_\_\_\_\_

Original Contract Number: \_\_\_\_\_

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

Comments:

**MEETING OF JUNE 2, 2015**

**TO:** Mayor and Fayetteville City Council

**THRU:** Don Marr, Chief of Staff  
 Water & Sewer Committee  
 Tim Nyander, Utilities Director

**FROM:** Billy Ammons, Wastewater Treatment

**DATE:** May 8, 2015

**SUBJECT:** Approval of Bid 15-25 with Evans Enterprises, Inc. to purchase two (2) pumps and motors for the Airport North Lift Station (LS #16) for \$42,010.00.

**RECOMMENDATION:**

City administration recommends approval of Bid 15-25 with Evans Enterprises, Inc. to purchase two (2) pumps and motors for the Airport North Lift Station (LS #16) for \$42,010.00 plus \$4,095.98 tax, totaling \$46,105.98. Funds are available within the Wastewater Treatment Plant CIP – Upgrade/Replace Lift Stations project.

**BACKGROUND:**

The City operates and maintains 37 active wastewater lift stations. The Airport North Lift Station receives wastewater flow from four lift stations. The two pumps at this station have a combined rated capacity of approximately 2.6 million gallons per day. These pumps are nearly 50 years old and have more than doubled their life expectancy. Given the age of the equipment, they pose a significant risk of mechanical or electrical failure which could result in a sewer overflow.

**DISCUSSION:**

The City received two bids on March 17, 2015 to purchase two (2) pumps and motors. Evans Enterprises, Inc. submitted the lowest bid and it meets specifications.

Bidder	Bid
Alliance Pump & Mechanical Service	\$48,980.00
Evans Enterprises, Inc.	\$42,010.00

**BUDGET/STAFF IMPACT:**

Funds are available in the Wastewater Treatment Plant CIP – Upgrade/Replace Lift Stations project.

**ATTACHMENTS:**

- Purchase Order
- Bid 15-25 Tabulation
- Bid 15-25 Submittals

## City of Fayetteville - Purchase Order Request (PO)

(Not a Purchase Order)

All PO Requests shall be scanned to the Purchasing e-mail: [Purchasing@fayetteville-ar.gov](mailto:Purchasing@fayetteville-ar.gov).  
Purchase shall not be made until an actual PO has been issued.

Requisition No.:	Date: <b>5/8/2015</b>
P.O Number:	

Vendor #: <b>4090</b>	Vendor Name: <b>Evans Enterprises, Inc.</b>	Mail <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>Legistar#:</b> <b>2015-0245</b>
Address: <b>2001 N 13th St</b>		Taxable <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Expected Delivery Date:
City: <b>Rogers</b>	State: <b>AR</b>	Quotes Attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Requester: <b>Billy Ammons</b>		Requester's Employee #: <b>OMI</b>	Extension: <b>479-443-3292</b>

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number	Project.Sub#	Inventory #	Fixed Asset #
1	Per Bid#15-25, Chicago Type 2235 Model CP4103 dry pit submersible lift station pump and motor - FA#'s 300978 & 300979	2	EA	21,005.00	\$42,010.00	5400.5800.5801.00	02068.1		300978 & 300979
2									
3									
4									
5									
6									
7									
8									
9									
10									
*	Shipping/Handling		Lot						

Special Instructions:

Subtotal:	<u>\$42,010.00</u>
Tax:	<u>\$4,095.98</u>
Total:	<u><u>\$46,105.98</u></u>

Approvals:

Mayor: _____	Department Director: _____	Purchasing Manager: _____
Chief Financial Officer: _____	Budget Director: _____	IT Director: _____
Dispatch Manager: _____	Utilities Manager: _____	Other: _____



City of Fayetteville, Arkansas

Purchasing Division

**OFFICIAL BID TABULATION**

**Bid 15-25, Lift Station Pumps**

Tuesday, March 17, 2015, before 2:00 PM Local Time

Bidder	Lift Station Pump & Motor				
	Est. Qty		Price Per Unit		Total Price
Alliance Pump & Mechanical Service Mfg/Model: Yeomans Chicago 2235 / CP4103	2	x	\$ 24,490.00	=	\$ 48,980.00
Evans Enterprises Inc Mfg/Model: Chicago/Grundfos / CP4103	2	x	\$ 21,005.00	=	\$ 42,010.00

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

CERTIFIED:

*P. Vice*

*Carolyn Reef*

*3-17-15*

P. Vice, Purchasing Manager

Witness

Date

CITY OF



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

**INVITATION TO BID**

**INVITATION TO BID:** Bid 15-25, Lift Station Pumps & Motors  
**DEADLINE:** Tuesday, March 17, 2015 before 2:00 PM, Local Time  
**DELIVERY LOCATION:** Room 306 – 113 W. Mountain, Fayetteville, AR 72701  
**PURCHASING AGENT:** Andrea Foren Rennie, CPPO, CPPB, [aforen@fayetteville-ar.gov](mailto:aforen@fayetteville-ar.gov)  
**DATE OF ISSUE AND ADVERTISEMENT:** Thursday, February 26, 2015

**INVITATION TO BID**  
**Bid 15-25, Lift Station Pumps & Motors**

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: Evans Enterprises, Inc. - Pump Works Division  
Contact Person: Dustin Madewell Title: Project Manager  
E-Mail: dsmrog@goevans.com Phone: 479-636-0721  
Business Address: 2001 N. 13th  
City: Rogers State: AR Zip: 72756  
Signature: [Handwritten Signature] Date: 3-17-15



Company: YCC Chicago  
 Name:  
 Date: 1/12/2015

Customer:  
 Project:  
 Location:  
 Quote #:  
 Item ID / Tag #:  
 Qty. of Pumps:

**Pump:**

Model: CP4103  
 Type: 2235  
 Synch speed: 1800 rpm  
 Curve ID No.: 40355  
 Specific Speeds:

Speed: 1750 rpm  
 Dia: 9.8125 in  
 Impeller ID No.: 4700002  
 Ns: ---  
 Nss: ---  
 Suction: 4 in  
 Discharge: 4 in

**Search Criteria:**

Flow: 900 US gpm  
 Head: 65 ft  
 Fluid:  
 Water  
 Density: 62.32 lb/ft<sup>3</sup>  
 Viscosity: 0.9946 cP  
 NPSHa: ---  
 Temperature: 68 °F  
 Vapor pressure: 0.3391 psi a  
 Atm pressure: 14.7 psi a

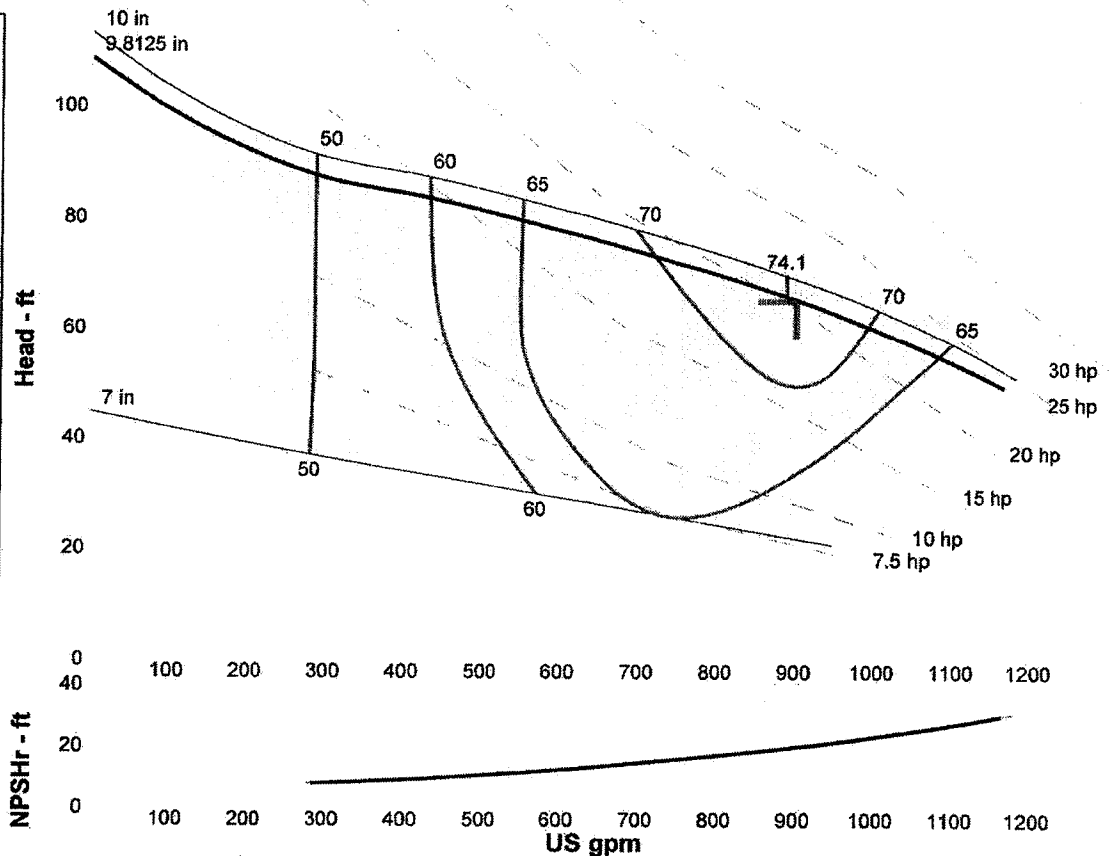
**Motor:**

Standard: YCC  
 Enclosure: TENV  
 Sizing criteria: Max Power on Design Curve  
 Size: 30 hp  
 Speed: 1800  
 Frame: 250CLC

**Pump Limits:**

Temperature: 104 °F  
 Pressure: 75 psi g  
 Sphere size: 3 in  
 Power: ---  
 Eye area: 12.6 in<sup>2</sup>

--- Data Point ---	
Flow:	900 US gpm
Head:	65.3 ft
Eff:	74%
Power:	20.1 hp
NPSHr:	20 ft
--- Design Curve ---	
Shutoff head:	109 ft
Shutoff dP:	47 psi
Min flow:	---
BEP:	74% @ 888 US gpm
NOL power:	24 hp @ 1166 US gpm
-- Max Curve --	
Max power:	25.1 hp @ 1181 US gpm



Default motor size is based upon max. power on the design curve plus a margin factor to allow for impeller trim variances that may occur to meet H.I. TDH requirements. Efficiencies and data are typical. Please contact the factory for guaranteed values. FOR TEMP. ABOVE 104 DEG. F (40 DEG C) REFER TO FACTORY FOR ASSISTANCE.

**Performance Evaluation:**

Flow US gpm	Speed rpm	Head ft	Efficiency %	Power hp	NPSHr ft
1080	1750	55.1	65	23.1	26.4
900	1750	65.3	74	20.1	20
720	1750	73.1	70	19	15.3
540	1750	79.9	65	16.8	11.4
360	1750	85.5	55	13.9	8.78

# BARRIER FLUID FDA®

Buffer / Barrier Fluid for Mechanical Seals



Beyond Synthetic™

## Beyond Synthetic™

Barrier Fluid FDA® is a pure, non-reactive, synthetic fluid that provides superior lubrication and cooling for double and tandem mechanical seals.

Barrier Fluid FDA® provides very stable seal performance over an extremely wide temperature range, satisfying most seal service requirements. Barrier Fluid FDA® is extremely clean and has excellent low temperature fluidity and heat transfer properties.

Barrier Fluid FDA® is sanctioned under the FDA CFR Title 21 Sections 178.3620(a)(b); 172.878; 175.105; 172.200 and 210; 177.2260, 2600 and 2800; 178.3570 and 3910. Barrier Fluid FDA® is NSF certified for H1 service. Barrier Fluid FDA® is essentially inert, allowing it to be used with most hydrocarbon gases and aqueous acids and bases. Barrier Fluid FDA® is an undyed product.

## Performance Advantages:

- **Environmentally Safe**  
Royal Purple® Barrier Fluids are not listed on the EPA's VHAP (volatile hazardous air pollutants) or VOC (volatile organic compounds) lists.
- **Sanctioned by the EPA, NSF**  
Barrier Fluid FDA® is the first synthetic white oil sanctioned under the FDA's CFR Title 21 Sections 178.3620(a) & (b); 172.878; 175.105; 176.200. It is also sanctioned under 210; 177.2260 and 2800; and 178.3570 and 3910. Barrier Fluid FDA® is NSF certified for H1 service.
  - **Minimal Disposal Problems**  
Royal Purple® Barrier Fluids can be recycled, burned or disposed the same as mineral oil.
- **Very Low Moisture Content**  
Royal Purple® Barrier fluids have a low moisture content to prevent seal problems or catalyst poisoning where applicable.
- **Highest Purity**  
Barrier Fluid FDA® contains no impurities such as sulfur, vanadium, amines, etc., that can be harmful or reactive to process fluids or poison the catalyst if it enters a process stream.
- **Extremely Clean**  
Barrier Fluid FDA® has a typical ISO Cleanliness Grade 14/13/11, minimizing abrasive wear to seal faces and extending seal life.
- **Excellent Heat Transfer Properties**  
Royal Purple® Barrier Fluids are 25 to 30 percent better than mineral oil to keep seals cool.
- **Excellent Low Temperature Fluidity**  
Royal Purple® Barrier Fluids have excellent low temperature fluidity for cryogenic and cold weather service.
- **Uniform Molecular Size**  
The no light ends, plus excellent thermal stability of Royal Purple® Barrier Fluids provide maximum protection against blistering of carbon seal faces caused by fluid volatility.
- **High Flash Point**  
Royal Purple® Barrier Fluids have a high flash point for maximum safety.
- **Compatible with Most Fluids**  
Royal Purple® Barrier Fluids can be mixed with mineral oils, PAOs and diester fluids but should not be mixed with glycol or silicone synthetics.
- **Wide Seal Compatibility Range**  
Royal Purple® Barrier Fluids are compatible with Viton®, neoprene, Buna N (except high ACN), silicone, polyurethane ester, epichlorohydrin, polysulfide, ethylene / acrylic, polyacrylate, fluoroelastomer, propylene oxide, chlorosulfonated polyethylene, chlorinated polyethylene, Kalrez®, Nordel®, fluoroelastomer, nitrile and others. It is not for use with EPDM or EPR elastomers. Viton®, Kalrez® and Nordel® are registered trademarks of E.I. DuPont.

Typical Properties *	Barrier Fluid Grade				
	22 **	34 ***	56 ***	78 ***	910
Vapor Pressure mmHG @ 100°F	0.0060	0.0001	0.0005	0.0003	0.0001
Pour Point °F	-70	-85	-75	-65	-65
Flash Point °F	335	445	462	482	505
Fire Point °F	350	485	510	542	555
Boiling Point °F	538	655	718	759	755
Autoignition °F	>420	>600	>600	>600	>600
Specific Gravity	0.799	0.816	0.824	0.833	0.838

\* Properties are typical and may vary  
 \*\* Barrier Fluid 22 is 80 percent biodegradable within 28 days per industry standard CEC L33-A-94.  
 \*\*\* NSF certified for H1 service.



3905 Enterprise Court – Aurora, Illinois 60504 -- PHONE: (630) 236-5500 -- FAX: (630) 236-5511

**Chicago Submersible Pump Equipment Warranty**  
***5-Year Pro-Rated for Municipal Applications***

1. Chicago Submersible Pumps are warranted, for a period of five years from date of shipment to the Original Buyer, to be free from defects in material and/or workmanship and to conform to any applicable drawings and specifications approved by Chicago Pump.
2. The five year warranty is a prorated warranty as shown below:  
Parts will be replaced within the time period noted and buyer will be invoiced at the given percentage rate of the price in effect at the time of shipment.

Months from Date of Shipment to Original Buyer	0-18	19-31	32-45	45-60
Percentage Rate of Warranty	0%*	25%	50%	75%

\* Refer to Item 5

3. If within this period Chicago receives from the Original Buyer written notice of any alleged defect in any such apparatus and if the apparatus is found not to be in conformity with this warranty (the Buyer having provided Chicago a reasonable opportunity to perform any appropriate tests required thereon) Chicago will, at its option and expense, either repair the same or supply replacement equipment.
4. Chicago, under either option, shall have the right to require the Original Buyer to deliver the apparatus to a designated service center; the Original buyer shall pay all charges of inbound and outbound transportation. Chicago shall pay only the direct and actual cost of apparatus, repair or replacement as provided in item 3.
5. Labor charges for in-warranty repairs performed by Chicago or its designated service center shall be assumed by Chicago if the repair is completed within 18 months from the date of shipment to Original Buyer.
6. After repair, pumps are warranted for the residual period on the initial warranty.
7. The Submersible Pump and Motor have a double seal with a moisture detection system. The warranty shall cover the cost of replacement of the outer seal only. **IF THE MOISTURE DETECTION SYSTEM IS NOT CONNECTED, THE WARRANTY IS VOID!** The submersible Motor has motor winding thermostats. The Thermostats must be connected per local, state and/or National Electric Code. **IF THE MOTOR WINDING THERMOSTATS ARE NOT CONNECTED, THE WARRANTY IS VOID!**
8. Pumps destined for long-term storage shall be stored in accordance with the appropriate Service Bulletins. Any damage to the pumps due to improper storage conditions shall void this warranty.
9. Any claim by Buyer with reference to the equipment sold hereunder for any cause shall be deemed waived by Buyer unless submitted to Chicago in writing within thirty (30) days from the date Buyer discovered, or should have discovered, any claimed breach. Unless agreed to the contrary by Chicago in writing, any work done, material furnished, repairs or designs made by others, shall void the warranty.

Chicago Pump shall not be liable for incidental or consequential losses, damages or expenses, directly or indirectly arising from the sale, handling or use of the equipment, or from any other cause relating thereto, and Chicago Pump liability hereunder in any case is expressly limited to the replacement (in the form originally shipped) of equipment or any part thereof, not complying with this order, or, at Chicago Pump's election, to the repayment of, or crediting Buyer with an amount equal to the purchase price of such equipment, whether such claims are for breach or warranty or negligence.

**THIS WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS.**

**CHICAGO PUMP**



City of Fayetteville  
Bid 15-25, Lift Station Pumps & Motors  
Technical Specifications: Lift Station Pumps & Motors

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BIDDING REQUIREMENTS:

- When given a specification option with a blank (example a. \_\_\_\_\_), bidder shall write a “check mark” or write “yes” indication yes if the accompanies specification is met. In the event a specification cannot be met, bidder shall indicate so by writing in “NO” or leaving the item blank 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. GENERAL -**

- 1.1 This specification concerns the replacement of two (2) dry-pit submersible solids handling pumps and motors. It also includes the supplying of all connections, fittings, alignment, etc. necessary for the proper attachment to the existing Fairbanks elbow and system
- 1.2 Unit(s) bid shall be for replacement *Modifications may be required* at the Airport North Lift Station (LS#16) and shall be delivered to the Noland WWTP, 1400 N Fox Hunter Rd, Fayetteville, AR 72701.
- 1.3 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.
- 1.4 All specifications written are to minimums unless otherwise noted.
- 1.5 Pricing bid shall be inclusive of all items, shipping, and warranty. Bid pricing shall NOT include sales tax. Applicable taxes will apply upon invoicing but will not be considered for bid evaluation.
- 1.6 Physical and electrical installation of the pump and all ancillary appurtenances shall be the responsibility of the City of Fayetteville. This bid does not include any installation services and is for parts and equipment only.

**2. 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.

**3. TECHNICAL SPECIFICATIONS –**

- 3.1 LINE ITEM #1 – Two (2) Lift Station Pumps and Motors
  - a. Yes Chicago type 2235 model CP4103 (CLC dry-pit submersible pump and motor) or approved equal

- b. Yes Unit type: Close coupled pump/motor, dry-pit submersible motor
- c. Yes Cooling: Closed loop cooling (CLC)
- d. Yes Frame Type: 250 CLC
- e. Yes Cap/Cable: MODU-CAB modular cap and cable system
- f. Yes Delivered operating voltage: 460V, 3 phase
- g. Yes Class H Insulation Rating
- h. Yes Permanently lubricated bearings
- i. Yes 60Hz Frequency
- j. Yes Hydraulic operating point: 900 gpm at 65' TDH
- k. Yes 1750 RPM rotation speed
- l. Yes 25HP rated power
- m. Yes 30 feet minimum length of supplied electrical cords
- n. Yes Impeller type: Close-grained cast iron, ASTM A48, Class 30, Diameter – 9.8125 inches
- o. Yes Discharge port diameter – 4"

**4. WARRANTY –**

**4.1** Warranty shall include the following at minimum. Bidder shall serve as the warranty administrator.

- a. Yes All equipment bid shall be warranted for a period of five (5) years from the date of acceptance by the City or the manufacturer's standard warranty, whichever is **greater**.
- b. Yes Warranty shall include all parts, labor, and transportation to and from the location of the warranty administrator.

**5. STANDARDS –**

**5.1** Each unit shall meet or exceed the following applicable standards.

- a. Yes Environmental Protection Agency's Exhaust Emission Standards (EPA).
- b. Yes Occupational Safety and Health Administration Standards (OSHA).

**6. DELIVERY/DOCUMENTATION -**

**6.1** Equipment supplied under this specification shall remain the property of the Bidder 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 4:00 PM, local time, Monday through Friday, Federal holidays excluded.

**6.2** All units shall be delivered FOB to the Noland WWTP, located at 1400 N Fox Hunter Rd, Fayetteville, AR 72701.

**6.3** Delivery shall include the following documents as a minimum:

- a. Yes Manufacturer's Certificate of Origin, if available
- b. Yes Dealer invoice
- c. Yes List of all filters used on this unit (OEM part #'s), if applicable.

**6.4** Unit 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 responsibility of the City of Fayetteville.

6.6 All bids shall include the following submittal information:

- a. Yes A certification of the warranty and statement of extended warranty, if any
- b. Yes A detailed list of items to be supplied under the bid
- c. Yes A detailed set of installation instructions include a contact name and phone number for technical support during the installation
- d. Yes A suggested acceptance test plan
- e. Yes A factory certified performance curve for each pump
- f. Yes A statement attesting to the intent to supply startup assistance

## 7. MANUALS -

7.1 The successful bidder agrees to furnish the following list of manuals:

- a. Yes Operator's Manual: One (1) file copy **PLUS** one (1) copy for each unit purchased.
- b. Yes One (1) Maintenance Repair Manual (paper or electronic format)
- c. Yes One Parts (OEM) Manual: (paper or electronic format).

7.2 Payment(s) may be held until all manuals and certifications are delivered to the City of Fayetteville.

## 8. TRAINING:

8.1 Training described herein 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. Yes Operator Training (Required): Shall include proper operating techniques and daily maintenance including lubrication, inspection of fluid checks and adjustments. This training shall be designed to instruct qualified machinery operators.
- b. Yes Limited Maintenance Training (Required): Shall be designed to instruct qualified mechanics 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 assembly of components. Training shall consist of a classroom situation utilizing audiovisual aids where possible.

## 9. SUPPORT SERVICES –

9.1 Repair Parts Inventory – stock of standard repair parts for units bid must be available to the City within 24 hours of part(s) request. Parts inventory availability shall be considered in the purchasing decision.

9.2 Maintenance Service – Fully trained maintenance personnel shall be available for service within 24 hours of repair requests. This shall include warranty service. Availability of maintenance personnel shall be considered in the purchasing decision.

City of Fayetteville  
Bid 15-23, Lift Station Pumps & Motors  
Bid Form

Name of Bidder: Evans Enterprises, Inc. - Pump Works Division

DATE REQUIRED AS A COMPLETE UNIT: Delivery shall be made within 90 calendar days from receipt of purchase order.

F.O.B. Noland Wastewater Treatment Plant (WWTP), 1400 N Fox Hunter Rd, Fayetteville, AR 72701

Item #	DESCRIPTION	Estimated Quantity		PRICE PER UNIT	TOTAL
1	Lift Station Pump & Motor	2	x	\$21,005.00 =	\$42,010.00

\*MANUFACTURER Chicago/Grundfos MODEL CP4103

Bids shall be submitted on this bid form *in its entirety* AND *accompanied by descriptive literature* on the products being bid. The City intends on awarding this bid to a single vendor.

**BID FORM CONTINUES ON NEXT PAGE**

**EXECUTION OF 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 shall 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): \_\_\_\_\_

7. Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 – Subpart P – Excavations.
8. As A bidder on this project, you are required to provide debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.
  - a. Federal Executive Order (E.O.) 12549 “Debarment and Suspension” requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.
  - b. Your signature below certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

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

\*NAME OF FIRM: Evans Enterprises, Inc.

Purchase Order/Payments shall be issued to this name

\*D/B/A or Corporation Name Evans Enterprises, Inc.

\*BUSINESS ADDRESS: 2001 N. 13th

\*CITY: Rogers \*STATE: AR \*ZIP: 72756

\*PHONE: 479-636-0721 FAX: 479-636-8198

\*E-MAIL: dksrog@goevans.com

\*BY: (PRINTED NAME) David Stewart

\*AUTHORIZED SIGNATURE: David Stewart

\*TITLE: Plant Manager

\*DUNS NUMBER: 08-720-7517

CAGE NUMBER: \_\_\_\_\_

Resale Tax

Federal Tax Id.

\*TAX ID NUMBER: 010360-65-001

73-0928881

Acknowledge Addendums:

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Acknowledged by: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Acknowledged by: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Acknowledged by: \_\_\_\_\_

City of Fayetteville  
Bid 15-25, Lift Station Pumps & Motors  
General Terms and Conditions

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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.
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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.

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- 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.



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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."

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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.

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**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 is not 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.
- 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@fayetteville-ar.gov](mailto:aforen@fayetteville-ar.gov)). 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@fayetteville-ar.gov](mailto:aforen@fayetteville-ar.gov)) 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:** N/A

CITY OF



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

**INVITATION TO BID**

**INVITATION TO BID: Bid 15-25, Lift Station Pumps & Motors**

**DEADLINE: Tuesday, March 17, 2015 before 2:00 PM, Local Time**

**DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701**

**PURCHASING AGENT: Andrea Foren Rennie, CPPO, CPPB, [aforen@fayetteville-ar.gov](mailto:aforen@fayetteville-ar.gov)**

**DATE OF ISSUE AND ADVERTISEMENT: Thursday, February 26, 2015**

**INVITATION TO BID**  
**Bid 15-25, Lift Station Pumps & Motors**

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: Alliance Pump & Mechanical Svcs Inc.

Contact Person: Heidi Lee Title: Project Manager

E-Mail: hydro.thepumpgirl@gmail.com Phone: (816) 810-7190

Business Address: 627 S. Cottage Ave

City: Independence State: MO Zip: 64050

Signature: [Signature] Date: 3/10/15

City of Fayetteville

Bid 15-23, Lift Station Pumps & Motors

Bid Form

Name of Bidder: Alliance Pump & Mechanical Svcs, Inc.

DATE REQUIRED AS A COMPLETE UNIT: Delivery shall be made within 90 calendar days from receipt of purchase order.

F.O.B. Noland Wastewater Treatment Plant (WWTP), 1400 N Fox Hunter Rd, Fayetteville, AR 72701

Item #	DESCRIPTION	Estimated Quantity		PRICE PER UNIT	TOTAL
1	Lift Station Pump & Motor	2	x	\$ 24,490.00 =	\$ 48,980.00

\*MANUFACTURER Yeomans-Chicago 2235 MODEL CP4103

Bids shall be submitted on this bid form *in its entirety* AND *accompanied by descriptive literature* on the products being bid. The City intends on awarding this bid to a single vendor.

**BID FORM CONTINUES ON NEXT PAGE**

**Heidi Gilbert**

Municipal Business Development / Project Manager

627 South Cottage

Independence, MO 64050

Office: 816-833-8109

Fax: 816-833-8035

Cell: 816-810-7190

E-mail: [hydro.thepumpgirl@gmail.com](mailto:hydro.thepumpgirl@gmail.com)

[www.alliancepump.com](http://www.alliancepump.com)

City of Fayetteville, AR

Bid 15-25, Lift Station Pumps & Motors

Page 2 of 14





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

\*NAME OF FIRM: Alliance Pump & Mechanical

*Purchase Order/Payments shall be issued to this name*

\*D/B/A or Corporation Name \_\_\_\_\_

\*BUSINESS ADDRESS: 627 S. Cottage Ave

\*CITY: Independence \*STATE: MO \*ZIP: 64050

\*PHONE: 816-833-8109 FAX: 816-833-8035

\*E-MAIL: hydro.thepumpgirl@gmail.com (Heidi Lee)

\*BY: (PRINTED NAME) Mark B. Peden

\*AUTHORIZED SIGNATURE: \_\_\_\_\_

\*TITLE: President

\*DUNS NUMBER: 137834508 CAGE NUMBER: \_\_\_\_\_

\*TAX ID NUMBER: 43-1898357

Acknowledge Addendums:

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Acknowledged by: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Acknowledged by: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Acknowledged by: \_\_\_\_\_

City of Fayetteville  
Bid 15-25, Lift Station Pumps & Motors  
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 prior to opening time and date listed on the bid form.
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**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 is not 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.
- 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@fayetteville-ar.gov](mailto:aforen@fayetteville-ar.gov)). 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@fayetteville-ar.gov](mailto:aforen@fayetteville-ar.gov)) 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:** N/A



**BIDDING REQUIREMENTS:**

- When given a specification option with a blank (example a. \_\_\_\_\_), bidder shall write a “check mark” or write “yes” indication yes if the accompanies specification is met. In the event a specification cannot be met, bidder shall indicate so by writing in “NO” or leaving the item blank 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. GENERAL -**

- 1.1** This specification concerns the replacement of two (2) dry-pit submersible solids handling pumps and motors. It also includes the supplying of all connections, fittings, alignment, etc. necessary for the proper attachment to the existing Fairbanks elbow and system
- 1.2** Unit(s) bid shall be for replacement at the Airport North Lift Station (LS#16) and shall be delivered to the Noland WWTP, 1400 N Fox Hunter Rd, Fayetteville, AR 72701.
- 1.3** 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.
- 1.4** All specifications written are to minimums unless otherwise noted.
- 1.5** Pricing bid shall be inclusive of all items, shipping, and warranty. Bid pricing shall **NOT** include sales tax. Applicable taxes will apply upon invoicing but will not be considered for bid evaluation.
- 1.6** Physical and electrical installation of the pump and all ancillary appurtenances shall be the responsibility of the City of Fayetteville. This bid does not include any installation services and is for parts and equipment only.

**2. 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.

**3. TECHNICAL SPECIFICATIONS –**

- 3.1** LINE ITEM #1 – Two (2) Lift Station Pumps and Motors
  - a.  Chicago type 2235 model CP4103 (CLC dry-pit submersible pump and motor) or approved equal

- b.  Unit type: Close coupled pump/motor, dry-pit submersible motor
- c.  Cooling: Closed loop cooling (CLC)
- d.  Frame Type: 250 CLC
- e.  Cap/Cable: MODU-CAB modular cap and cable system
- f.  Delivered operating voltage: 460V, 3 phase
- g.  Class H Insulation Rating
- h.  Permanently lubricated bearings
- i.  60Hz Frequency
- j.  Hydraulic operating point: 900 gpm at 65' TDH
- k.  1750 RPM rotation speed
- l.  25HP rated power
- m.  30 feet minimum length of supplied electrical cords
- n.  Impeller type: Close-grained cast iron, ASTM A48, Class 30, Diameter – 9.8125 inches
- o.  Discharge port diameter – 4"

**4. WARRANTY –**

**4.1** Warranty shall include the following at minimum. Bidder shall serve as the warranty administrator.

- a.  All equipment bid shall be warranted for a period of five (5) years from the date of acceptance by the City or the manufacturer's standard warranty, whichever is **greater**.
- b.  Warranty shall include all parts, labor, and transportation to and from the location of the warranty administrator.

**5. STANDARDS –**

**5.1** Each unit shall meet or exceed the following applicable standards.

- a.  Environmental Protection Agency's Exhaust Emission Standards (EPA).
- b.  Occupational Safety and Health Administration Standards (OSHA).

**6. DELIVERY/DOCUMENTATION -**

**6.1** Equipment supplied under this specification shall remain the property of the Bidder 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 4:00 PM, local time, Monday through Friday, Federal holidays excluded.

**6.2** All units shall be delivered FOB to the Noland WWTP, located at 1400 N Fox Hunter Rd, Fayetteville, AR 72701.

**6.3** Delivery shall include the following documents as a minimum:

- a.  Manufacturer's Certificate of Origin, if available
- b.  Dealer invoice
- c.  List of all filters used on this unit (OEM part #'s), if applicable.

**6.4** Unit 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 responsibility of the City of Fayetteville.

6.6 All bids shall include the following submittal information:

- a.  A certification of the warranty and statement of extended warranty, if any
- b.  A detailed list of items to be supplied under the bid
- c.  A detailed set of installation instructions include a contact name and phone number for technical support during the installation
- d.  A suggested acceptance test plan
- e.  A factory certified performance curve for each pump
- f.  A statement attesting to the intent to supply startup assistance

## 7. MANUALS -

7.1 The successful bidder agrees to furnish the following list of manuals:

- a.  Operator's Manual: One (1) file copy **PLUS** one (1) copy for each unit purchased.
- b.  One (1) Maintenance Repair Manual (paper or electronic format)
- c.  One Parts (OEM) Manual: (paper or electronic format).

7.2 Payment(s) may be held until all manuals and certifications are delivered to the City of Fayetteville.

## 8. TRAINING:

8.1 Training described herein 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.  Operator Training (Required): Shall include proper operating techniques and daily maintenance including lubrication, inspection of fluid checks and adjustments. This training shall be designed to instruct qualified machinery operators.
- b.  Limited Maintenance Training (Required): Shall be designed to instruct qualified mechanics 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 assembly of components. Training shall consist of a classroom situation utilizing audiovisual aids where possible.

## 9. SUPPORT SERVICES –

9.1 Repair Parts Inventory – stock of standard repair parts for units bid must be available to the City within 24 hours of part(s) request. Parts inventory availability shall be considered in the purchasing decision.

9.2 Maintenance Service – Fully trained maintenance personnel shall be available for service within 24 hours of repair requests. This shall include warranty service. Availability of maintenance personnel shall be considered in the purchasing decision.



627 South Cottage  
Independence, MO 64050  
(816) 833-8109  
(816) 833-8035 fax  
[www.alliancepump.com](http://www.alliancepump.com)

March 10, 2015

Bid 15-25  
City of Fayetteville, AR

Items Supplied Under Bid

**(2) Close-Coupled Yeomans-Chicago 2235 Model CP4103 Pumps w/closed loop cooling**

*Includes:*

- Pumps Rated 900GPM @ 65'TDH
- 25HP, 1750RPM, 3Ø 460V Motors w/250 frame
- 4" or 6" Suction, 4" Discharge
- Class H Insulation
- MODU-CAB Cap & Cable
- Permanently lubricated bearings
- 30' Power Cord
- 9.8125" diameter Cast Iron Impeller
  
- Connections for attaching to existing elbow

*Pumps come with 5 Year Warranty*

- Startup Assistance
- Operator Training
- Limited Maintenance Training

*Following the installation of the pumps, an Alliance Pump & Mechanical Certified Technician will be on hand for 1 to 1.5 days to assist with startup and training.*

- Parts & Maintenance Service will be available within 24 hours of requests
  
- Shipping & Handling

Bid DOES NOT include any installation services.



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March 10, 2015

Bid 15-25  
City of Fayetteville, AR

### **Suggested Acceptance Test Plan**

*Includes:*

- ✓ Startup & Run for 30 Minutes
- ✓ Shut Down
- ✓ Address Issues
- ✓ Startup & Run for 30 Minutes
- ✓ Shut Down
- ✓ Address Issues
- ✓ Startup & Test Flow (against flow requirements)
- ✓ Shut Down
- ✓ Startup & Conduct 2<sup>nd</sup> Flow test
- ✓ Shut Down
- ✓ Final Startup
- ✓ Operator Training
- ✓ Limited Maintenance Training
- ✓ 1 week Evaluation Period



**Alliance**

PUMP & MECHANICAL SERVICE INC.

627 South Cottage  
Independence, MO 64050  
(816) 833-8109  
(816) 833-8035 fax  
[www.alliancepump.com](http://www.alliancepump.com)

March 10, 2015

Bid 15-25  
City of Fayetteville, AR

**Startup Assistance**

Alliance Pump & Mechanical intends to supply The City of Fayetteville, AR with Startup Assistance for (2) Lift Station Pumps and Motors. The Startup is anticipated to take 1-2 days and will include basic Operator Training and Maintenance Training.



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[www.alliancepump.com](http://www.alliancepump.com)

March 10, 2015

Bid 15-25  
City of Fayetteville, AR

**Technical Support & Manuals**

Technical Support: Grundfos Corp (Parent Company of Yeomans-Chicago)

**(800)921-7867**

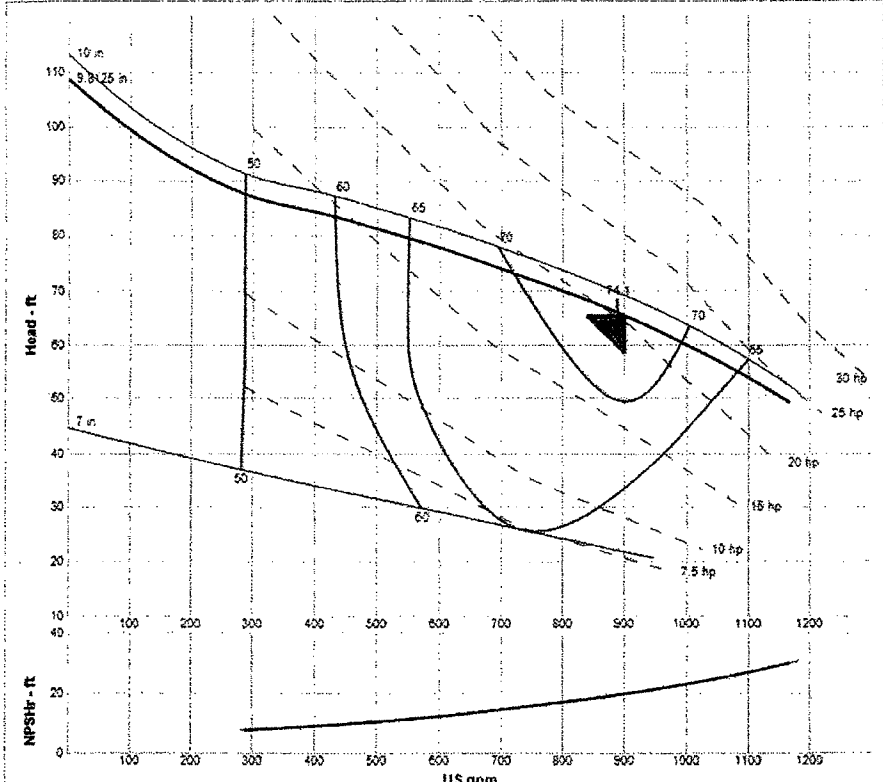
- **Installation Manuals** can be supplied upon order

At shipment (or prior to), any and all **Operator's Manuals, Maintenance Repair Manuals and OEM Manuals**. In some cases, these manuals are combined or are not offered separately. Alliance Pump & Mechanical agrees to supply (3) copies of each.



My Profile | Catalogs | Manual Selection | Design Point Search | Search Results | Selected Pump

Pump Curve | Design Notes | Cost Analysis | Printed Reports | Documents | Catalog Document



Default motor size is based upon max. power on the design curve plus a margin factor to allow for impeller trim variances that may occur to meet H.I. TDH requirements. Efficiencies and data are typical. Please contact the factory for guaranteed values. FOR TEMP. ABOVE 104 DEG. F (40 DEG C) REFER TO FACTORY FOR ASSISTANCE.

Flow	Head	Eff	BEP	NPSHr	Power	Motor	Frame	Min flow	Sphere
900 US gpm	65.3 ft	73.6 %	74.1 %	20 ft	20.1 hp	<del>20 HP</del>	250CLC	---	3 In

25 HP



**Request for Quote**  
Submit your selection to Chicago Pump.

**Pump**  
 Type: 2235  
 Model: CP4103  
 Curve ID No.: 40355  
 Impeller ID No.: 4700002  
 Speed:  rpm  
 Diameter:  in

**Display Options**  Manufacturer settings  
 Custom

**Multiple Pumps**  
 Number of pumps:   
 Parallel  Series

**Multiple Speeds (rpm)**  
 550 rpm - 1800 rpm  

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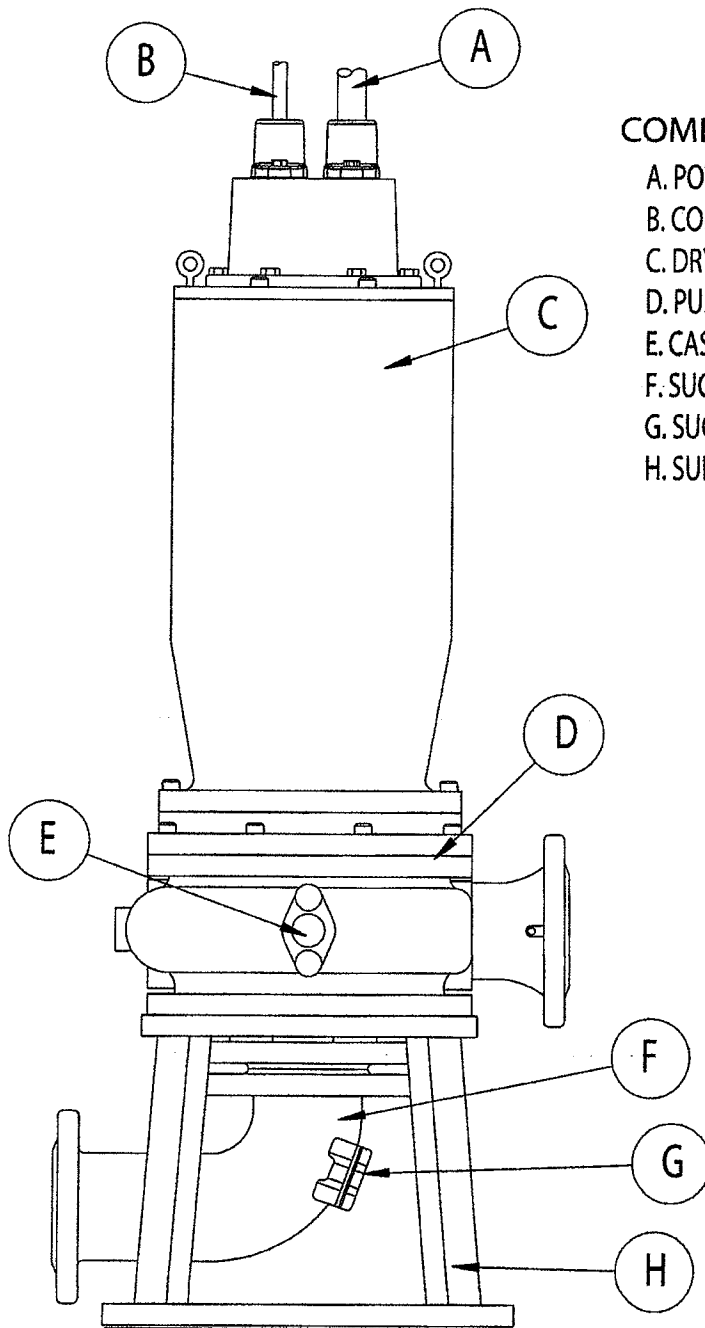


**SECTION 2235.6**

**DRY-PIT SUBMERSIBLE SOLIDS-HANDLING WASTEWATER PUMPS**

**PRODUCT INFORMATION**

MODELS CP4083 THRU CP8175  
PEDESTAL MOUNTED



**COMPLETE PUMP INCLUDES:**

- A. POWER CABLE
- B. CONTROL CABLE
- C. DRY PIT SUBMERSIBLE MOTOR
- D. PUMP ASSEMBLY
- E. CASING HANDHOLE
- F. SUCTION ELBOW
- G. SUCTION HANDHOLE
- H. SUPPORT PEDESTAL

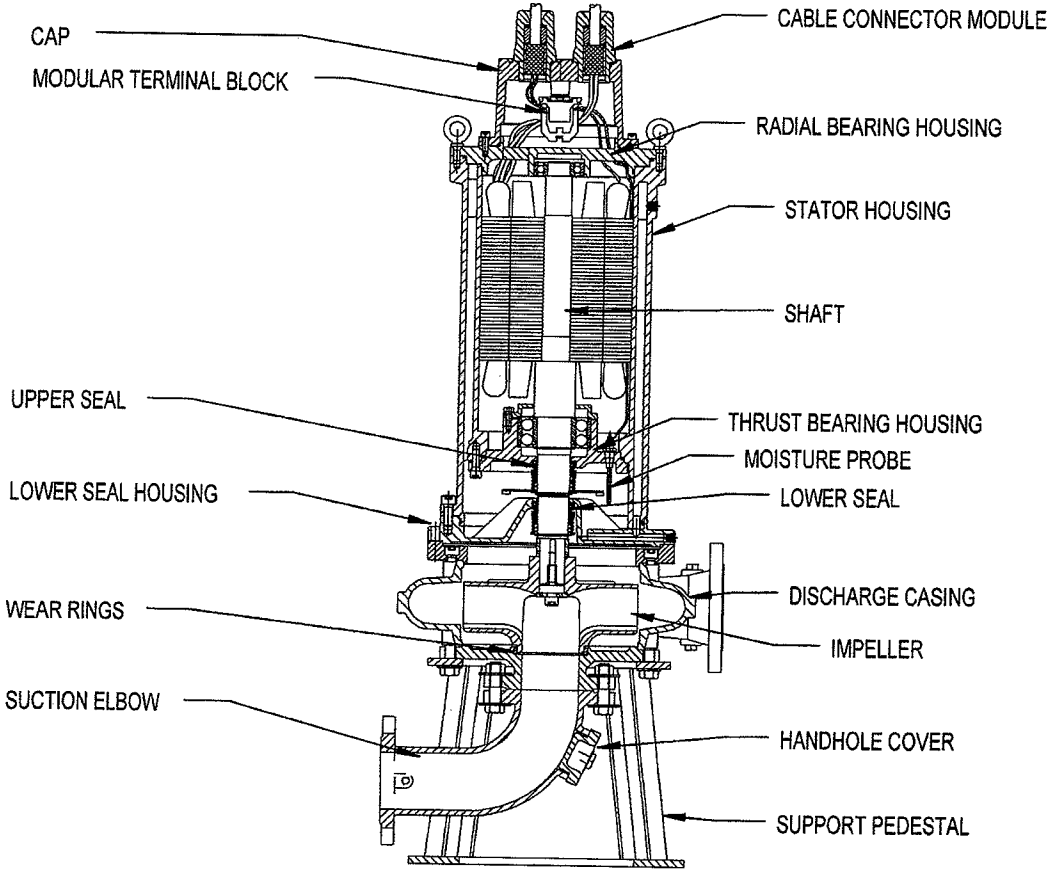


**SECTION 2235.6**

**DRY-PIT SUBMERSIBLE SOLIDS-HANDLING WASTEWATER PUMPS**

**PRODUCT INFORMATION**

MODELS CP4083 THRU CP8175 PEDESTAL MOUNTED



TYPICAL CONSTRUCTION

ITEM	STANDARD CONSTRUCTION	OPTIONAL
CAP	CAST IRON	
CABLE CONNECTOR MODULE	CAST IRON w/ NEOPRENE GROMMET & EPOXY SEAL	
RADIAL BEARING HOUSING	CAST IRON	
STATOR HOUSING	CAST IRON	
SHAFT	416 STAINLESS STEEL	
THRUST BEARING HOUSING	CAST IRON	
DISCHARGE CASING	CAST IRON	
IMPELLER	CAST IRON	BRONZE
SUCTION ELBOW	CAST IRON	
WEAR RING - SUCTION	NONE	STAINLESS STEEL
WEAR RING - IMPELLER	NONE	STAINLESS STEEL
UPPER SEAL	CARBON / SILICON CARBIDE	
LOWER SEAL	SILICON CARBIDE / SILICON CARBIDE	
LOWER SEAL HOUSING	CAST IRON	
HANDHOLE COVER	CAST IRON	
SUPPORT PEDESTAL	STEEL OR CAST IRON	

NOTE: The above cross sectional drawing is a representative illustration of the "CLC" Closed-Loop Cooled motor design. "CLC" motors are supplied for frames 210 - 360. Motor frames 140 and 180 are of the standard submersible design rated for non-submerged operation; closed-loop cooling is not applicable.



**SECTION 2235.6**

**DRY-PIT SUBMERSIBLE SOLIDS-HANDLING WASTEWATER PUMPS**

LIST OF EQUIPMENT FURNISHED:

Model \_\_\_\_\_ Pump  
 Rated for \_\_\_\_\_ GPM at \_\_\_\_\_ Ft.TDH.  
 \_\_\_\_\_ HP, \_\_\_\_\_ RPM, \_\_\_\_\_ Volts  
 \_\_\_\_\_ Phase, \_\_\_\_\_ Hz \_\_\_\_\_ Motor Frame

Totally Enclosed Non-Ventilated w/Thermal Protection & Moisture Detection

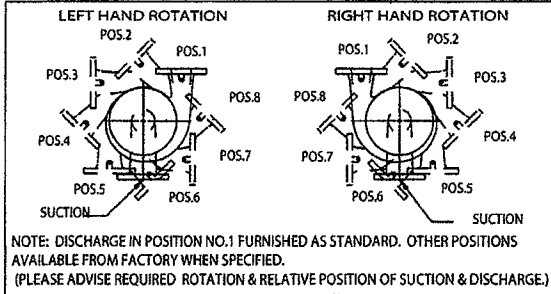


OUTLINE DWG # **5006097**

S.O. \_\_\_\_\_

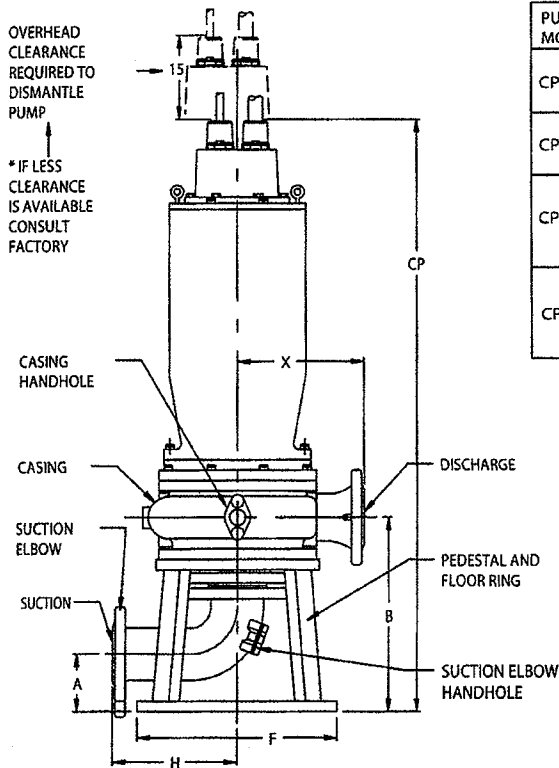
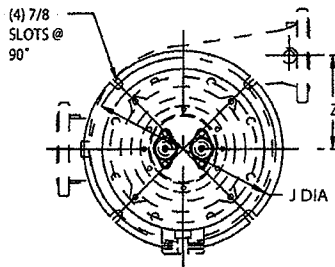
JOB: \_\_\_\_\_

ISSUE	REVISION	DATE



**MOTOR FRAME CHART**  
THREE PHASE-60 HERTZ

MOTOR HP	OPERATING RPM		
	1750	1160	875
1	140	180	REFER TO FACTORY
1 1/2			
2			
3			
5	210		
7 1/2			
10			
15	250	250	
20			
25		320	
30			
40	320	360	
50			
60		360	
75			
100			
125			
150	360		



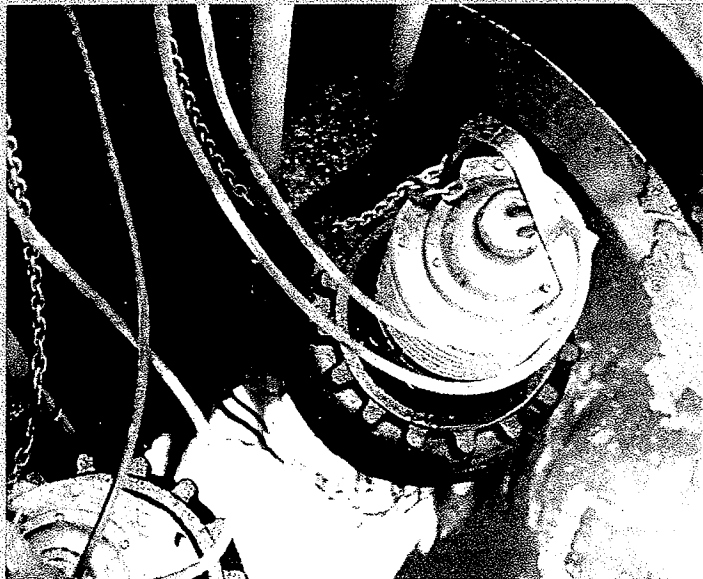
**DIMENSION CHART**

PUMP MODEL	✓	SUCT.	DISC.	A	B	H	F	J	X	Z	✓	MOTOR FRAME	CP	APPROX. WEIGHT
CP4083		4	4	6 5/8	16 5/8	8 1/2	17	15 1/2	8	6 1/2		180	44	539
		6											210	52
CP4103		4	4	6 5/8	16 5/8	8 1/2	17	15 1/2	10	8		210	52	692
		6											250	56
CP4123		4	4	8 5/8	19 3/8	8 1/2	21	19	12	9		210	56	800
		6											250	60
CP4133		6	4	8 3/4	20 1/4	9	21	19	9	7		210	58	900
											250	62	1250	
											320	73	1750	

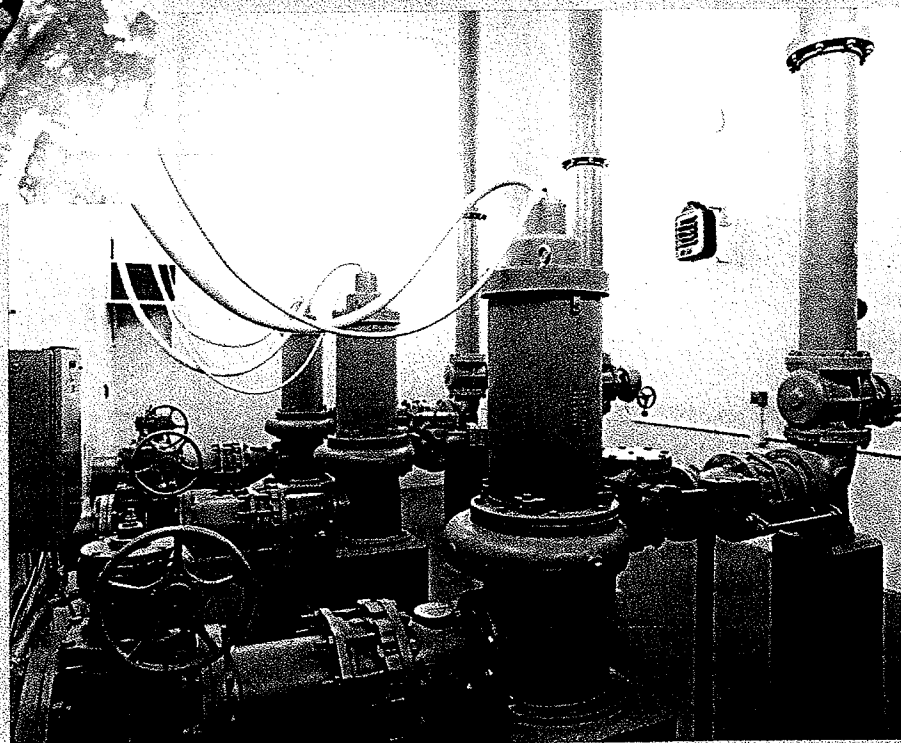
- NOTE: 1. ALL DIMENSIONS ARE IN INCHES  
 2. SUCT. AND DISCH. 125 LB. ASA FLANGES.  
 3. 1/4 PIPE TAPS FOR GAUGE CONNECTIONS FURNISHED ON THE SUCTION FLANGE AND ON THE DISCHARGE CASING.  
 4. 1/4 PIPE TAP FOR VENT CONNECTIONS.  
 5. WEIGHT IS IN POUNDS.

NOT CERTIFIED FOR CONSTRUCTION PURPOSES. REFER TO FACTORY FOR CERTIFIED INSTALLATION DRAWINGS

# Submersible Wastewater Pumps



*First in Quality, Reliability  
and Innovation*



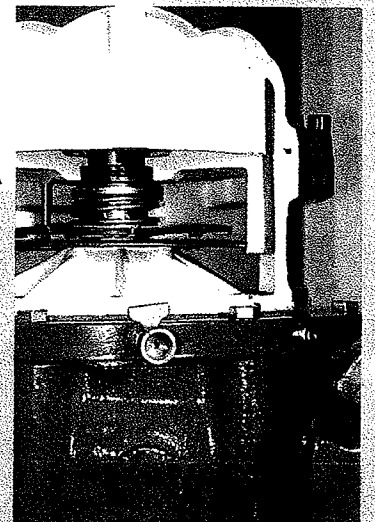
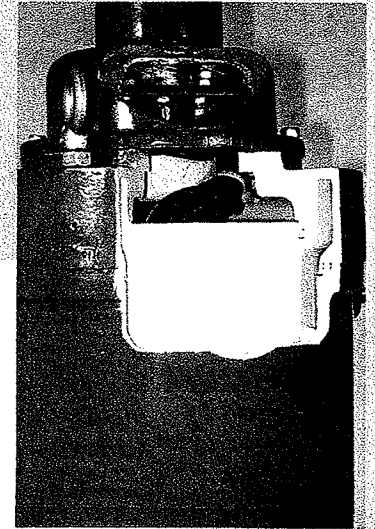
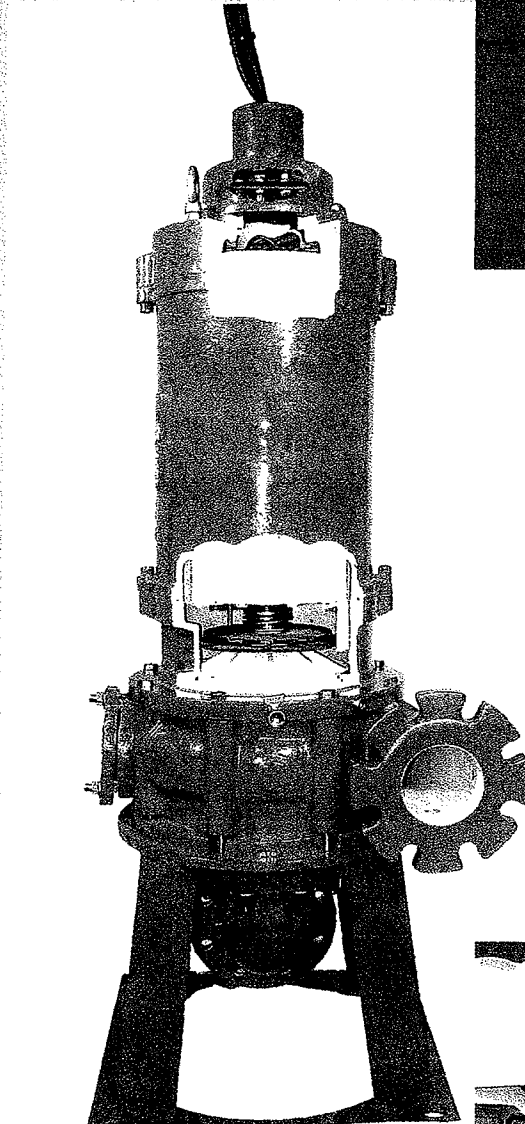
Chicago

PUMP<sup>®</sup>

## **SERIES 2235 DRY-PIT SUBMERSIBLE NON-CLOG PUMPS**

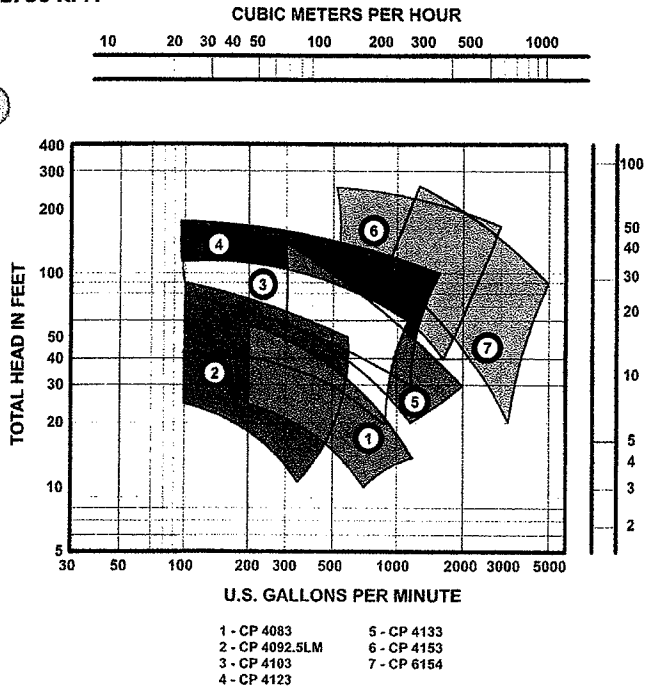
# **The original patented "CLC" closed-loop cooled dry-pit submersible motor...**

- \* **Eliminates the need for external connection of cooling water or other fluids**
- \* **Does not utilize by-pass circulation of sewage water for cooling, unlike "sewage cooled" designs**
- \* **Eliminates the need for periodic flushing and steam-cleaning commonly associated with "sewage cooled" designs**
- \* **Eliminates motor overheating and premature insulation failure due to clogging and grease build-up in the cooling passages**
- \* **Motor stator housing is one integral casting, There are no bolted-on jackets or external seals to corrode, wear or leak. Casting is of heavy cast iron throughout**
- \* **Incorporates the same "construction features" as the Series 2152 for bearing design, shaft strength, mechanical seal system and cap/cable system**

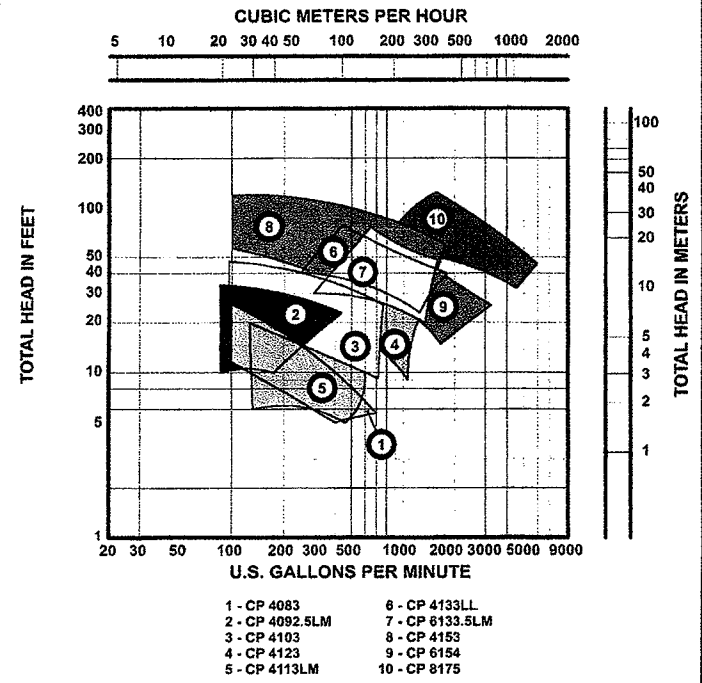


# SERIES 2235 DRY-PIT SUBMERSIBLE NON-CLOG PUMPS

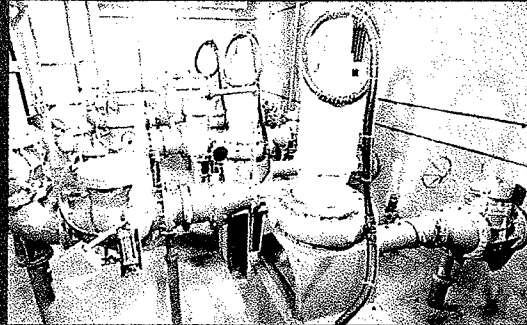
1750 RPM



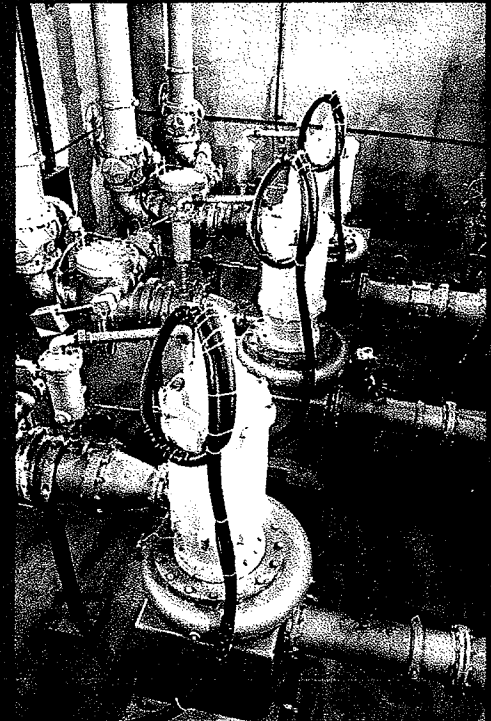
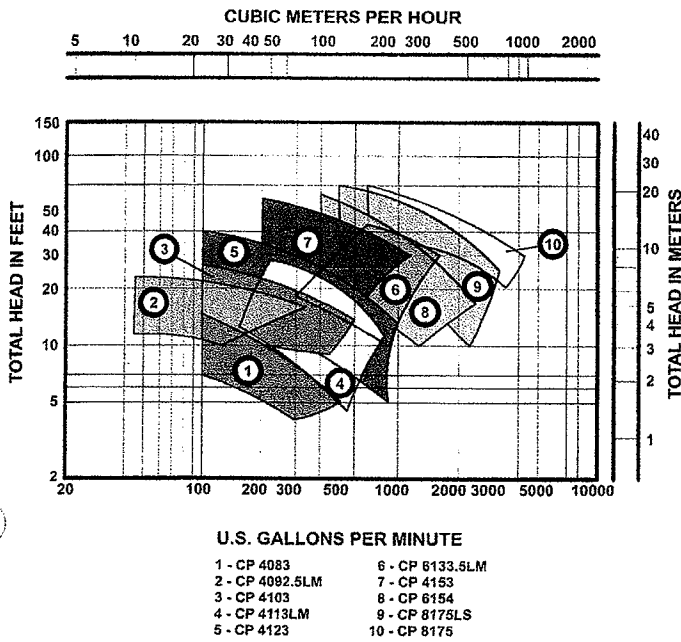
1160 RPM



## RANGE CHARTS



875 RPM





## SERIES 2152 & 2235 SOLIDS-HANDLING SUBMERSIBLE WASTEWATER PUMPS

### STANDARD WARRANTY

1. For a period of fifteen (15) months from the date of shipment or twelve (12) months from start-up whichever occurs first, Chicago Pump gives a limited warranty that its Submersible Pumps shall be free from defects in material and workmanship under normal use and service, and when properly installed.
2. If within this period Chicago Pump receives from the Original Buyer written notice of any alleged defect in any such apparatus and if the apparatus is found not to be in conformity with this warranty (the Buyer having provided Chicago Pump a reasonable opportunity to perform any appropriate tests required thereon) Chicago Pump will, at its option and expense, either repair the same or supply replacement equipment provided that:
  - (a) Personnel authorized by Chicago Pump performed start up of said equipment. Start up of equipment by any unauthorized personnel shall nullify the warranty.
  - (b) All applicable start-up reports and/or warranty registration documents have been submitted to the company.
  - (c) Said equipment has been properly installed, operated, and maintained by Buyer in accordance with Chicago Pump recommendations and specifications.
  - (d) Buyer notifies Chicago Pump in writing as soon as any such defect becomes apparent.
3. Chicago Pump, under either option, shall have the right to require the Original Buyer to deliver the apparatus to a designated service center; the Original buyer shall pay all charges of inbound and outbound transportation. Chicago Pump shall pay only the direct and actual cost of apparatus, repair or replacement as provided in item 2.
4. Labor charges for in-warranty repairs performed by Chicago Pump or its designated service center shall be assumed by Chicago Pump if the repair is completed within 18 months from the date of shipment to Original Buyer.
5. After repair, pumps are warranted for the residual period on the initial warranty.
6. The Submersible Pump and Motor have a double seal with a moisture detection system. The warranty shall cover the cost of replacement of the outer seal only. *IF THE MOISTURE DETECTION SYSTEM IS NOT CONNECTED, THE WARRANTY IS VOID!* The submersible Motor has motor winding thermostats. The Thermostats must be connected per local, state and/or National Electric Code. *IF THE MOTOR WINDING THERMOSTATS ARE NOT CONNECTED THE WARRANTY IS VOID!*
7. Pumps destined for long-term storage shall be stored in accordance with the appropriate Service Bulletins. Any damage to the pumps due to improper storage conditions shall void this warranty.
8. Chicago Pump does not warrant accessories or components not manufactured by Chicago Pump. However, to the extent possible, Chicago Pump agrees to assign to Buyer its rights under the original manufacturers warranty, without recourse to Chicago Pump.
9. Chicago Pump makes no representation or inference within this warranty that it has reviewed the buyer's and/or end user's system design to which the equipment supplied by Chicago Pump will become a component of such a system. Overall system compatibility of all components within such a system shall be the responsibility of others. Chicago Pump shall not be liable for any damage caused by abrasive materials, chemicals, scale deposits, corrosion, lightning, improper electrical supply, mishandling, or other similar conditions.
10. Any claim by Buyer with reference to the equipment sold hereunder for any cause shall be deemed waived by Buyer unless submitted to Chicago Pump in writing within thirty (30) days from the date Buyer discovered, or should have discovered, any claimed breach. Unless agreed to the contrary by Chicago Pump in writing, any work done, material furnished, repairs or designs made by others, shall void the warranty.

*Chicago Pump shall not be liable for incidental or consequential losses, damages or expenses, directly or indirectly arising from the sale, handling or use of the equipment, or from any other cause relating thereto, and Chicago Pump's liability hereunder in any case is expressly limited to the replacement (in the form originally shipped) of equipment or any part thereof, not complying with this order, or, at Chicago Pump's election, to the repayment of, or crediting buyer with an amount equal to the purchase price of such equipment, whether such claims are for breach or warranty or negligence.*

**THIS WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESS OR IMPLIED INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS.**



**SERIES 2152 & 2235  
SOLIDS-HANDLING SUBMERSIBLE  
WASTEWATER PUMPS**

**FIVE-YEAR WARRANTY  
Municipal: Permanent Installations**

1. Chicago Pump Submersible Pumps are warranted, for a period of five (5) years from date of shipment to the Original Buyer, to be free from defects in material and/or workmanship and to conform to any applicable drawings and specifications approved by Chicago Pump Pump.
2. The five-year warranty is a prorated warranty as shown below:  
Parts will be replaced within the time period noted and buyer will be invoiced at the given percentage rate of the price in effect at the time of shipment.

Months from Date of Shipment To Original Buyer	0~18	19~31	32~45	46~60
Percentage Rate of Warranty	0%*	25%	50%	75%

\* Refer to Item 5.

3. If within this period Chicago Pump receives from the Original Buyer written notice of any alleged defect in any such apparatus and if the apparatus is found not to be in conformity with this warranty (the Buyer having provided Chicago Pump a reasonable opportunity to perform any appropriate tests required thereon) Chicago Pump will, at its option and expense, either repair the same or supply replacement equipment provided that:
  - (a) Personnel authorized by Chicago Pump performed start up of said equipment. Start up of equipment by any unauthorized personnel shall nullify the warranty.
  - (b) All applicable start-up reports and/or warranty registration documents have been submitted to the company.
  - (c) Said equipment has been properly installed, operated, and maintained by Buyer in accordance with Chicago Pump recommendations and specifications.
  - (d) Buyer notifies Chicago Pump in writing as soon as any such defect becomes apparent.
4. Chicago Pump, under either option, shall have the right to require the Original Buyer to deliver the apparatus to a designated service center; the Original buyer shall pay all charges of inbound and outbound transportation. Chicago Pump shall pay only the direct and actual cost of apparatus, repair or replacement as provided in item 3.
5. Labor charges for in-warranty repairs performed by Chicago Pump or its designated service center shall be assumed by Chicago Pump if the repair is completed within 18 months from the date of shipment to Original Buyer.
6. After repair, pumps are warranted for the residual period on the initial warranty.
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8. Pumps destined for long-term storage shall be stored in accordance with the appropriate Service Bulletins. Any damage to the pumps due to improper storage conditions shall void this warranty.
9. Chicago Pump does not warrant accessories or components not manufactured by Chicago Pump. However, to the extent possible, Chicago Pump agrees to assign to Buyer its rights under the original manufacturer's warranty, without recourse to Chicago Pump.
10. Chicago Pump makes no representation or inference within this warranty that it has reviewed the buyer's and/or end user's system design to which the equipment supplied by Chicago Pump will become a component of such a system. Overall system compatibility of all components within such a system shall be the responsibility of others. Chicago Pump shall not be liable for any damage caused by abrasive materials, chemicals, scale deposits, corrosion, lightning, improper electrical supply, mishandling, or other similar conditions.
11. Any claim by Buyer with reference to the equipment sold hereunder for any cause shall be deemed waived by Buyer unless submitted to Chicago Pump in writing within thirty (30) days from the date Buyer discovered, or should have discovered, any claimed breach. Unless agreed to the contrary by Chicago Pump in writing, any work done, material furnished, repairs or designs made by others, shall void the warranty.

*Chicago Pump shall not be liable for incidental or consequential losses, damages or expenses, directly or indirectly arising from the sale, handling or use of the equipment, or from any other cause relating thereto, and Chicago Pump's liability hereunder in any case is expressly limited to the replacement (in the form originally shipped) of equipment or any part thereof, not complying with this order, or, at Chicago Pump's election, to the repayment of, or crediting buyer with an amount equal to the purchase price of such equipment, whether such claims are for breach or warranty or negligence.*

**THIS WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESS OR IMPLIED INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS.**