

City of Fayetteville Staff Review Form

2015-0411

Legistar File ID

10/6/2015

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

Billy Ammons

8/25/2015

Wastewater Treatment Plant /
Utilities Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Fayetteville City Administration recommends approval of Bid 15-48 with Alliance Pump & Mechanical Inc. for the service to rebuild seven (7) gearboxes for the Noland WWTP for \$78,950.00 plus \$7,697.63 tax, totaling \$86,647.63. Funds are available within the Wastewater Treatment Plant CIP – Plant Pumps and Equipment project.

Budget Impact:

5400.5800.5414.00	Water/Sewer												
Account Number	Fund												
02069.1	Plant Pumps and Equipment - WWTP												
Project Number	Project Title												
<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Budgeted Item?</td> <td style="width: 10%; text-align: center;">Yes</td> <td style="width: 30%; border-bottom: 1px solid black;">Current Budget</td> <td style="width: 30%; text-align: right;">\$ 370,596.21</td> </tr> <tr> <td></td> <td></td> <td style="border-bottom: 1px solid black;">Funds Obligated</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td></td> <td></td> <td style="border-bottom: 1px solid black;">Current Balance</td> <td style="text-align: right; border: 1px solid gray;">\$ 370,596.21</td> </tr> </table>	Budgeted Item?	Yes	Current Budget	\$ 370,596.21			Funds Obligated	\$ -			Current Balance	\$ 370,596.21	
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<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Does item have a cost?</td> <td style="width: 10%; text-align: center;">Yes</td> <td style="width: 30%; border-bottom: 1px solid black;">Item Cost</td> <td style="width: 30%; text-align: right;">\$ 86,647.63</td> </tr> <tr> <td>Budget Adjustment Attached?</td> <td style="text-align: center;">No</td> <td style="border-bottom: 1px solid black;">Budget Adjustment</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td></td> <td></td> <td style="border-bottom: 1px solid black;">Remaining Budget</td> <td style="text-align: right; border: 1px solid gray;">\$ 283,948.58</td> </tr> </table>	Does item have a cost?	Yes	Item Cost	\$ 86,647.63	Budget Adjustment Attached?	No	Budget Adjustment	\$ -			Remaining Budget	\$ 283,948.58	
Does item have a cost?	Yes	Item Cost	\$ 86,647.63										
Budget Adjustment Attached?	No	Budget Adjustment	\$ -										
		Remaining Budget	\$ 283,948.58										

V20140710

Previous Ordinance or Resolution # _____

Original Contract Number: _____

Approval Date: _____

Comments:



STAFF MEMO

MEETING OF OCTOBER 6, 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: August 25, 2015

SUBJECT: Approval of Bid 15-48 with Alliance Pump & Mechanical Inc. for the service to rebuild seven (7) gearboxes for the Noland WWTP for \$78,950.00.

RECOMMENDATION:

Fayetteville City Administration recommends approval of Bid 15-48 with Alliance Pump & Mechanical Inc., for the service to rebuild seven (7) gearboxes for the Noland WWTP for \$78,950.00 plus \$7,697.63 tax, totaling \$86,647.63. Funds are available within the Wastewater Treatment Plant CIP – Plant Pumps and Equipment project.

BACKGROUND:

The Noland WWTP uses a biological nutrient removal system to treat the City’s wastewater. Each of the two basins uses a series of six mixers and eight large mechanical aerators to provide the mixing and necessary oxygen for the microorganisms to treat the wastewater. The existing mixers and aerators are more than 25 years old and many are in need of repair. Even though they have exceeded their life expectancy, rebuilding the gearboxes is significantly more cost effective than replacing them with new units and generally provides a similar life expectancy.

DISCUSSION:

The City received two bids on August 19, 2015 to rebuild seven (7) gearboxes at the Noland WWTP. Alliance Pump & Mechanical Inc. submitted the lowest bid and it meets specifications.

Bidder	Bid
Alliance Pump & Mechanical Inc.	\$78,950.00
Evans Enterprises, Inc.	\$86,925.59

BUDGET/STAFF IMPACT:

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

ATTACHMENTS:

- Staff Review Form
- Purchase Order
- Bid 15-48 Tabulation
- Bid 15-48 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.
Purchase shall not be made until an actual PO has been issued.

Requisition No.:	Date: 8/25/2015
P.O Number:	

Vendor #: 25149	Vendor Name: Alliance Pump & Mechanical Inc
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Mail <input type="checkbox"/> Yes <input type="checkbox"/> No	Legistar#: 2015-0411
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Address: 627 South Cottage Ave	FOB Point: Noland WWTP	Taxable <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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City: Independence	State: MO	Zip Code: 64050	Ship to code: 72701	Quotes Attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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Expected Delivery Date:

Requester: Billy Ammons	Requester's Employee #: OMI	Extension: 479-443-3292
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Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number	Project.Sub#	Inventory #	Fixed Asset #
1	Per Bid#15-48, Mixer Gearbox rebuild for Mixing Equipment Co, Lightnin, Model 83Q5	3	EA	\$7,025.80	\$21,077.40	5400.5800.5414.00	02069.1		
2	Per Bid#15-48, Aerator Gearbox rebuild for Mixing Equipment Co, Lightnin, Model LAT-160	2	EA	\$14,989.50	\$29,979.00	5400.5800.5414.00	02069.1		
3	Per Bid#15-48, Aerator Gearbox rebuild for Mixing Equipment Co, Lightnin, Model LAT-130	2	EA	\$13,946.80	\$27,893.60	5400.5800.5414.00	02069.1		
4									
5									
6									
7									
8									
9									
10									
*	Shipping/Handling		Lot						

Special Instructions:

Subtotal:	<u>\$78,950.00</u>
Tax:	<u>\$7,697.63</u>
Total:	<u><u>\$86,647.63</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 15-48, Noland WWTP Gearbox Rebuilds

Wednesday, August 19, 2015, before 2:00 PM Local Time

Item	DESCRIPTION			Alliance Pump & Mechanical Inc		Evans Enterprises Inc	
		Est. Qty		Price Per Unit	Total Price	Price Per Unit	Total Price
1	REBUILD - Mixing Equipment co, Lightnin, Model 83Q5 Mixer Gearbox	3	x	\$ 7,025.80	= \$ 21,077.40	\$ 6,873.57	= \$ 20,620.71
2	REBUILD - Mixing Equipment Co, Lightnin, Model LAT-160, Aerator Gearbox	2	x	\$ 14,989.50	= \$ 29,979.00	\$ 19,189.21	= \$ 38,378.42
3	REBUILD - Mixing Equipment Co, Lightnin Model LAT-130, Aerator Gearbox	2	x	\$ 13,946.80	= \$ 27,893.60	\$ 13,963.23	= \$ 27,926.46
TOTAL BASE BID					\$ 78,950.00		\$ 86,925.59

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

CERTIFIED:

P. Vice

P. Vice, Purchasing Manager

Carolyn Reef

Witness

8-19-15

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 15-48, Noland WWTP Gearbox Rebuilds
DEADLINE: Wednesday, August 19, 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
DATE OF ISSUE AND ADVERTISEMENT: Monday, July 27, 2015

INVITATION TO BID
Bid 15-48, Noland WWTP Gearbox Rebuilds

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, Inc.

Contact Person: Heidi R. Lee Title: Sales mgr

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

Business Address: 627 South Cottage Ave

City: Independence State: MO Zip: 64050

Signature: [Handwritten Signature] Date: 8/14/15

DATE REQUIRED AS A COMPLETE UNIT: Rebuilds 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	Qty	PRICE PER UNIT	TOTAL
1	REBUILD - Mixing Equipment Co, Lightnin, Model 83Q5 <u>Mixer Gearbox</u>	3	x \$ <u>7,025.80</u>	= \$ <u>21,077.40</u>
2	REBUILD - Mixing Equipment Co, Lightnin, Model LAT-160 <u>Aerator Gearbox</u>	2	x \$ <u>14,989.50</u>	= \$ <u>29,979.00</u>
3	REBUILD - Mixing Equipment Co, Lightnin Model LAT-130 <u>Aerator Gearbox</u>	2	x \$ <u>13,946.80</u>	= \$ <u>27,893.60</u>

TOTAL BASE BID \$ 78,950.00

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.



Heidi R. Lee
 Municipal Business Development

(816) 810-7190 cell
 (816) 833-8035 fax
 Hydro.ThePumpGirl@gmail.com
 www.alliancepump.com
 627 South Cottage
 Independence, MO 64050

BID FORM CONTINUE

Bidder: Alliance Pump & Mechanical

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: Alliance Pump & Mechanical

Purchase Order/Payments shall be issued to this name

*D/B/A or Corporation Name ↑ same ↑

*BUSINESS ADDRESS: 627 S. Cottage Ave

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

*PHONE: 816-810-7190 FAX: 816-817-4547

*E-MAIL: hydro.thepumpgirl@gmail.com

*BY: (PRINTED NAME) Heidi R Lee

*AUTHORIZED SIGNATURE: HLR

*TITLE: Sales Manager

*DUNS NUMBER: 137834508 CAGE NUMBER: _____

*TAX ID NUMBER: 43-1898357

Acknowledge Addendums:

Addendum No. 1 Dated: 7/30/15 Acknowledged by: HLR

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

City of Fayetteville
Bid 15-48, Noland WWTP Gearbox Rebuilds
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.
- e. Bidders must have experience in providing products and/or services of the same or similar nature.
- f. Bidder is advised that exceptions to any of the terms contained in this bid must be identified in its response to the bid. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- g. Local time is defined as the time in Fayetteville, Arkansas on the due date of the deadline. Bids shall be received before the time as shown by the atomic clock located in the Purchasing Division Office.
- h. Bids will be evaluated and awarded based on the best interest of the City of Fayetteville. The City reserves the right to award bids in their entirety, none, or by line item.

2. **WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:**

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

3. **DESCRIPTION OF SUPPLIES AND SERVICES:**

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

4. **RIGHTS OF CITY OF FAYETTEVILLE BID PROCESS:**

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

- a. The City of Fayetteville reserves the right to select the bid that it believes will serve the best interest of the City.
- b. The City of Fayetteville reserves the right to accept or reject any or all bids.
- c. The City of Fayetteville reserves the right to cancel the entire bid.

- d. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the invitation to bid or in bids submitted.
- e. The City of Fayetteville reserves the right to request any necessary clarifications, additional information, or data without changing the terms of the bid.

5. COSTS INCURRED BY BIDDERS:

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

6. CONFLICT OF INTEREST:

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

7. WITHDRAWAL OF PROPOSAL:

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

8. LATE PROPOSAL OR MODIFICATIONS:

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

9. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

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

10. PROVISION FOR OTHER AGENCIES:

Unless otherwise stipulated by the bidder, the bidder agrees to make available to all Government agencies,

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

11. COLLUSION:

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

12. RIGHT TO AUDIT, FOIA, AND JURISDICITON:

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

13. CITY INDEMNIFICATION:

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

14. VARIANCE FROM STANDARD TERMS & CONDITIONS:

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

15. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

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

16. PROCUREMENT POLICY FOR RECYCLED MATERIALS:

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

17. PAYMENTS AND INVOICING:

The bidder must specify in their bid the exact company name and address which must be the same as invoices

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

The City will pay the awarded bidder based on unit prices provided on invoicing. Progress payments will be made after approval and acceptance of work and submission of invoice. Payments will be made within 30 days of accepted invoice.

18. CANCELLATION:

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

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

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

20. NON-EXCLUSIVE CONTRACT:

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

21. LOBBYING:

Lobbying of selection committee members, City of Fayetteville employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, and agent of the

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

22. ADDITIONAL REQUIREMENTS:

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

23. ADD OR DELETE LOCATIONS OR SERVICES:

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

24. INTEGRITY OF BID DOCUMENTS:

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

25. OTHER GENERAL CONDITIONS:

- a) Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Bidder or Proposer will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.
- b) Prices shall include all labor, materials, overhead, profit, insurance, shipping, freight, etc., to cover the products and services presented. **Sales tax 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 Rennie immediately via telephone (479.575.8220) or e-mail (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 Rennie, City of Fayetteville, Purchasing Agent via e-mail (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. Leaving item blank shall indicate bidder does not meet the listed specification.
- 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 rebuilding of three (3) mixer gearboxes and four (4) aerator gearboxes for aeration basin at the Noland Waste Water Treatment Plant (WWTP). **Motors shall not be part of this bid.**
- 1.2** Bidder shall be responsible for pickup of the mixers and aerators prior to rebuild services and deliver of units after rebuild services are complete.
- 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 gearboxes and all ancillary appurtenances shall be the **responsibility of the City of Fayetteville. This bid does not include any installation services and is for rebuild services only.**

2. TECHNICAL SPECIFICATIONS –

2.1 LINE ITEM #1 – Rebuild of Three (3) Mixer Gearboxes

Existing equipment: Mixing Equipment Co, Lightnin Model 83Q5, Gear Drive Unit Size 83, Double Reduction, 25.6:1 ratio. Rebuild service shall include the following at a minimum:

- a. Disassembly of unit
- b. Steam clean all parts
- c. Inspect unit including all gears, shafts, housings, tolerances, etc. (a change order shall be required prior to replacing damaged gears, shafts, housings, etc.)
- d. Replacement of all seals, gaskets, O-rings, etc.
- e. Replacement of all bearings, bearing housings, and shims
- f. Rotation and testing after assembly

g. Gearbox shall be painted same color as existing unit

2.2 LINE ITEM #2 – Rebuild two (2) Model LAT-130 Aerator Gearboxes

Existing equipment: Mixing Equipment Co, Lightnin Model LAT-160, Gear Drive Model 881 Q100, Gear Drive Unit Size 881, Double Reduction, 25.6:1 ratio. Rebuild service shall include the following at a minimum:

- a. Disassembly of unit
- b. Steam clean all parts
- c. Inspect unit including all gears, shafts, housings, tolerances, etc. (a change order shall be required prior to replacing damaged gears, shafts, housings, etc.)
- d. Replacement of all seals, gaskets, O-rings, etc.
- e. Replacement of all bearings, bearing housings, and shims
- f. Rotation and testing after assembly
- g. Gearbox shall be painted same color as existing unit

2.3 LINE ITEM #3 – Rebuild Two (2) Model LAT-130 Aerator Gearboxes

Existing equipment: Mixing Equipment Co, Lightnin Model LAT-130, Gear Drive Model 880 Q50, Gear Drive Unit Size 880, Double Reduction, 32:1 ratio. Rebuild service shall include the following at a minimum.

- a. Disassembly of unit
- b. Steam clean all parts
- c. Inspect unit including all gears, shafts, housings, tolerances, etc. (a change order shall be required prior to replacing damaged gears, shafts, housings, etc.)
- d. Replacement of all seals, gaskets, O-rings, etc.
- e. Replacement of all bearings, bearing housings, and shims
- f. Rotation and testing after assembly
- g. Gearbox shall be painted same color as existing unit

3. WARRANTY –

3.1 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 one (1) year from the date of acceptance by the City. Delivery to the City does not guarantee acceptance of products.
- b. Warranty shall include all parts, labor, and transportation to and from the location of the warranty administrator.

4. STANDARDS –

4.1 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).

5. DELIVERY/DOCUMENTATION -

- 5.1** 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.
- 5.2** All units shall be delivered FOB to the Noland WWTP, located at 1400 N Fox Hunter Rd, Fayetteville, AR 72701.
- 5.3** Unit shall be fully assembled, serviced, and ready for operation as delivered.
- 5.4** **Physical and electrical installation of the gearboxes and all ancillary appurtenances shall be the responsibility of the City of Fayetteville.**

Bid 15-48, Addendum 1



Date: Thursday, July 30, 2015

To: All Prospective Vendors

From: Andrea Foren Rennie, CPPO, CPPB – 479.575.8220 – aforen@fayetteville-ar.gov

RE: Bid 15-48, Noland WWTP Gear Box Rebuilds

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Bidders should indicate their receipt of same in the appropriate blank of the Bid Form. **BIDDERS SHOULD ACKNOWLEDGE THIS ADDENDUM ON THE DESIGNATED LOCATION ON THE BID FORM.**

1. Item 1, Model 83Q5 Mixer Gearboxes serial numbers are as follows:
 - a. 8625435501
 - b. 8625433502
 - c. 8625435510
2. Item 2, Model LAT-160 Aerator Gearbox serial numbers are as follows:
 - a. 8625435701
 - b. 8625435704
3. Item 3, Model LAT-130 Aerator Gearbox serial numbers are as follows:
 - a. 8625435606
 - b. 8625435607
4. On page 12 of 13 in the bid, Line Item 2.2 should read as follows:
 - a. **LINE ITEM #2 – REBUILD TWO (2) MODEL LAT-160 AERATOR GEARBOXES**
 - All other information in this section is correct and refers to LAT-160 and NOT LAT-130 as noted in the current bid documents.

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 15-48, Noland WWTP Gearbox Rebuilds
DEADLINE: Wednesday, August 19, 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
DATE OF ISSUE AND ADVERTISEMENT: Monday, July 27, 2015

INVITATION TO BID
Bid 15-48, Noland WWTP Gearbox Rebuilds

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.
Contact Person: David Stewart Title: Plant Manager
E-Mail: david.stewart@goevans.com Phone: 479-636-0721
Business Address: 2001 North 13th
City: Rogers State: AR Zip: 72756
Signature: Date: 8-19-15

City of Fayetteville
Bid 15-48, Noland WWTP Gearbox Rebuilds
Bid Form

DATE REQUIRED AS A COMPLETE UNIT: Rebuilds 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

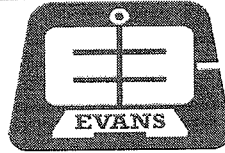
Item	DESCRIPTION	Qty	PRICE PER UNIT	TOTAL
1	REBUILD - Mixing Equipment Co, Lightnin, Model 83Q5 <u>Mixer Gearbox</u>	3	x \$ <u>6,873.57</u> =	\$ <u>20,620.71</u>
2	REBUILD - Mixing Equipment Co, Lightnin, Model LAT-160 <u>Aerator Gearbox</u>	2	x \$ <u>19,189.21</u> =	\$ <u>38,378.42</u>
3	REBUILD - Mixing Equipment Co, Lightnin, Model LAT-130 <u>Aerator Gearbox</u>	2	x \$ <u>13,963.23</u> =	\$ <u>27,926.46</u>
TOTAL BASE BID				\$ <u>86,925.59</u>

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.

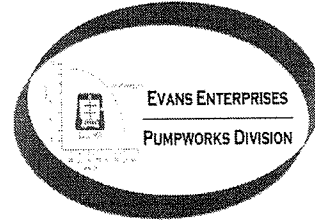
BID FORM CONTINUES ON NEXT PAGE

Evans Enterprises, Inc.
Bidder: David Stumal

Evans Enterprises, Inc.



Since 1954



QUOTATION LAT-130 BID# 15-48

Quote by: **David Ham**
ROGERS ARKANSAS
PHONE: 800-346-4695
FAX: 479-636-8198

Date: **AUG. 18 2015**

Customer: **CITY OF FAYETTEVILLE
NOLAND W.W.T.P.
FAYETTEVILLE, AR 72701**

ATTN: **ANDREA FOREN RENNIE**
Phone #: 479-575-8220
Fax #:

Terms: **NET 30 DAYS**
Freight: **PREPAID & ADD**

QUOTE VALID FOR 15 DAYS

A COPY OF THIS QUOTE MUST ACCOMPANY YOUR ORDER

ITEM	QTY	DESCRIPTION	UNIT	COST
		LIGHTNIN GEARBOXES MODEL# LAT-130 SERIAL NUMBERS: 8625435606 & 8625435607		
	2	REPAIRS WOULD CONSIST OF: LABOR AND MATERIALS TO DISASSEMBLE THE GEARBOXES, CHECKING OF ALL MACHINED FITS FOR PROPER TOLERANCES, CHECKING OF ALL PARTS AND GEARS FOR WEAR OR DAMAGE, STEAM CLEANING OF THE ENTIRE UNIT AND ALL PARTS, INSTALLATION OF ALL NEW BEARINGS, NEW LIP SEALS, NEW OIL SLINGER, NEW SHAFT SLEEVE, NEW GASKETS AND NEW SHIM PACKS, ASSEMBLY, FILLING OF THE GEARBOXES WITH OIL, TESTING, PAINTING AND RETURNING OF THE GEARBOXES.	\$13,963.23	\$27,926.46
	2	TAXES (IF APPLICABLE)	\$1,361.41	\$2,722.82
** 1 YEAR WARRANTY ON MECHANICAL PARTS & WORKMANSHIP **				
			TOTAL	\$30,649.28

QUOTED PRICES DO NOT INCLUDE FREIGHT OR TAXES
ELECTRICAL SOLUTIONS TO MECHANICAL PROBLEMS



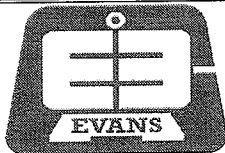
Variable Freq. Drives
Electric Motor Repair
Field Services



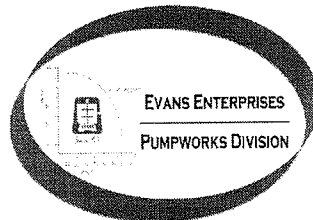
Solid State Starters
Compressor Sales and Service
Crane and Hoist Inspection



Evans Enterprises, Inc.



Since 1954



QUOTATION

83Q5

BID# 15-48

Quote by: **David Ham**
 ROGERS ARKANSAS
 PHONE: 800-346-4695
 FAX: 479-636-8198

Date: **AUG. 18 2015**

Customer: **CITY OF FAYETTEVILLE**
NOLAND W.W.T.P.
FAYETTEVILLE, AR 72701

ATTN: **ANDREA FOREN RENNIE**
 Phone #: 479-575-8220
 Fax #:

Terms: **NET 30 DAYS**
 Freight: **PREPAID & ADD**

QUOTE VALID FOR 15 DAYS

A COPY OF THIS QUOTE MUST ACCOMPANY YOUR ORDER

ITEM	QTY	DESCRIPTION	UNIT	COST
		LIGHTNIN GEARBOXES MODEL# 83Q5 SERIAL NUMBERS: 8625435501 & 8625435502 & 8625435510		
	3	REPAIRS WOULD CONSIST OF: LABOR AND MATERIALS TO DISASSEMBLE THE GEARBOXES, CHECKING OF ALL MACHINED FITS FOR PROPER TOLERANCES, CHECKING OF ALL PARTS AND GEARS FOR WEAR OR DAMAGE, STEAM CLEANING OF THE ENTIRE UNIT AND ALL PARTS, INSTALLATION OF ALL NEW BEARINGS, NEW LIP SEALS, NEW GASKETS AND NEW SHIM PACKS, ASSEMBLY, FILLING OF THE GEARBOXES WITH OIL, PAINTING AND RETURNING OF THE GEARBOXES.	\$6,873.57	\$20,620.71
	3	TAXES (IF APPLICABLE)	\$670.17	\$2,010.51
** 1 YEAR WARRANTY ON MECHANICAL PARTS & WORKMANSHIP **				
			TOTAL	\$22,631.22

QUOTED PRICES DO NOT INCLUDE FREIGHT OR TAXES
 ELECTRICAL SOLUTIONS TO MECHANICAL PROBLEMS



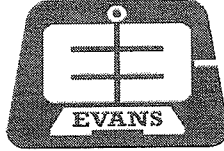
Variable Freq. Drives
 Electric Motor Repair
 Field Services



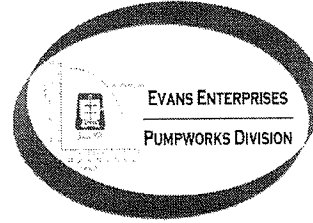
Solid State Starters
 Compressor Sales and Service
 Crane and Hoist Inspection



Evans Enterprises, Inc.



Since 1954



QUOTATION

**LAT-160
 BID# 15-48**

Date: AUG. 18 2015

Customer: CITY OF FAYETTEVILLE
 NOLAND W.W.T.P.
 FAYETTEVILLE, AR 72701

Quote by: David Ham
 ROGERS ARKANSAS
 PHONE: 800-346-4695
 FAX: 479-636-8198

ATTN: ANDREA FOREN RENNIE
 Phone #: 479-575-8220
 Fax #:

Terms: **NET 30 DAYS**
 Freight: **PREPAID & ADD**

QUOTE VALID FOR 15 DAYS

A COPY OF THIS QUOTE MUST ACCOMPANY YOUR ORDER

ITEM	QTY	DESCRIPTION	UNIT	COST
		LIGHTNIN GEARBOXES MODEL# LAT-160 SERIAL NUMBERS: 8625435701 & 8625435704		
	2	REPAIRS WOULD CONSIST OF: LABOR AND MATERIALS TO DISASSEMBLE THE GEARBOXES, CHECKING OF ALL MACHINED FITS FOR PROPER TOLERANCES, CHECKING OF ALL PARTS AND GEARS FOR WEAR OR DAMAGE, STEAM CLEANING OF THE ENTIRE UNIT AND ALL PARTS, INSTALLATION OF ALL NEW BEARINGS, NEW LIP SEALS, NEW OIL SLINGER, NEW SHAFT SLEEVE, NEW GASKETS AND NEW SHIM PACKS, ASSEMBLY, FILLING OF THE GEARBOXES WITH OIL, TESTING, PAINTING AND RETURNING OF THE GEARBOXES.	\$19,189.21	\$38,378.42
	2	TAXES (IF APPLICABLE)	\$1,870.95	\$3,741.90
** 1 YEAR WARRANTY ON MECHANICAL PARTS & WORKMANSHIP **				
			TOTAL	\$42,120.32

QUOTED PRICES DO NOT INCLUDE FREIGHT OR TAXES
 ELECTRICAL SOLUTIONS TO MECHANICAL PROBLEMS



Variable Freq. Drives
 Electric Motor Repair
 Field Services



Solid State Starters
 Compressor Sales and Service
 Crane and Hoist Inspection



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 Street

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

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

*E-MAIL: david.stewart@goevans.com

*BY: (PRINTED NAME) David Stewart

*AUTHORIZED SIGNATURE: David Stewart

*TITLE: Plant Manager

*DUNS NUMBER: 00-720-7517 CAGE NUMBER: _____

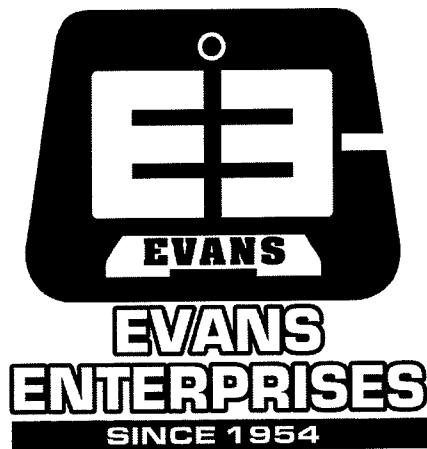
*TAX ID NUMBER: 73-0928881

Acknowledge Addendums:

Addendum No. 1 Dated: 7-30-15 Acknowledged by: David Stewart

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____



EVANS ENTERPRISES, INC.

Fort Smith Division

4300 Planter Road
 P. O. Box 6848
 Fort Smith, AR 72908/72906
 Phone (479) 648-1500
 Fax (479) 648-0013

BUSINESS NAME: EVANS ENTERPRISES, INC.
 STREET ADDRESS: 4300 PLANTERS ROAD (STREET ZIP: 72908)
 REMIT ADDRESS: P.O. BOX 6848
 CITY: FORT SMITH STATE: ARKANSAS ZIP: 72906
 TELEPHONE: (479)648-1500
 (800)621-3589
 FAX: (479)648-0013
 SATELLITE PLANTS

EVANS ENTERPRISES, INC.
 1710 SOUTH AMITY ROAD
 CONWAY, ARKANSAS 72032

EVANS ENTERPRISES, INC
 2001 N 13th STREET
 P O BOX 2617
 ROGERS, ARKANSAS 72757

TELEPHONE: (501) 327-0125
 (800) 471-0254
 FAX (501) 327-0671

TELEPHONE: (479) 636-0721
 (800) 346-4695
 FAX: (479) 6368198

NATURE OF BUSINESS: ELECTRICAL APPARATUS SALES & SERVICE,
 BUSINESS TYPE: CORPORATION INCORPORATED: JANUARY 25, 1972
 FEDERAL TAX ID# 73-0928881 NAICS CODE #335312
 RESALE TAX # 010360-65-001 SIC CODE #3621
 DUNS # 00-720-7517
 D & B RATING: 3A3

CHAIRMAN OF THE BOARD: CHARLES EVANS
 CHIEF EXECUTIVE OFFICER/PRESIDENT: SYLYNDA THRASH
 EXECUTIVE VICE-PRESIDENT: RUSTY THRASH
 VICE PRESIDENT: DANIEL STEWART
 CHIEF FINANCIAL OFFICIER: DAVID WOODMAN
 CORPORATE OFFICES: P.O. BOX 2370, OKLAHOMA CITY, OK 73101-2370
 TELEPHONE: (405)631-1344

PERSON TO CONTACT REGARDING PAYMENTS:

EILENE COUCH - OFFICE ADMINISTRATOR MANAGER - REGION 3
 DAN STEWART - VICE-PRESIDENT REGION 3

BANK REFERENCE: FIRST NATIONAL BANK - 602 GARRISON AVE - FORT SMITH, AR 72901
 BANK MANAGER: DAVID FREEMAN TELEPHONE: (479)782-2041 ACCOUNT: 1265-641

BUSINESS REFERENCES:

SUMMIT INDUSTRIAL PRODUCTS - P.O. 131359, TYLER, TX 75713	(903)534-8021	fax (903)581-4376
McMASTER CARR - P.O. BOX 7690 - CHICAGO, IL 60680	(404)629-6363	fax (404)349-9091
NIDEC MOTORS - P.O. BOX 3946, ST. LOUIS, MO 63136	(314)553-3986	fax (314)553-1236
BALDOR ELECTRIC - P.O. BOX 2400, FORT SMITH, AR 72902	(479)648-5881	fax (479)648-5937
POWER EQUIPMENT - 1739 W MAIN OKC, OK 73106	DAN ELLIS (479)621-8100	fax (405)235-9427

City of Fayetteville
Bid 15-48, Noland WWTP Gearbox Rebuilds
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.
- e. Bidders must have experience in providing products and/or services of the same or similar nature.
- f. Bidder is advised that exceptions to any of the terms contained in this bid must be identified in its response to the bid. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- g. Local time is defined as the time in Fayetteville, Arkansas on the due date of the deadline. Bids shall be received before the time as shown by the atomic clock located in the Purchasing Division Office.
- h. Bids will be evaluated and awarded based on the best interest of the City of Fayetteville. The City reserves the right to award bids in their entirety, none, or by line item.

2. **WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:**

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

3. **DESCRIPTION OF SUPPLIES AND SERVICES:**

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

4. **RIGHTS OF CITY OF FAYETTEVILLE BID PROCESS:**

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

- a. The City of Fayetteville reserves the right to select the bid that it believes will serve the best interest of the City.
- b. The City of Fayetteville reserves the right to accept or reject any or all bids.
- c. The City of Fayetteville reserves the right to cancel the entire bid.

- d. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the invitation to bid or in bids submitted.
- e. The City of Fayetteville reserves the right to request any necessary clarifications, additional information, or data without changing the terms of the bid.

5. **COSTS INCURRED BY BIDDERS:**

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

6. **CONFLICT OF INTEREST:**

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

7. **WITHDRAWAL OF PROPOSAL:**

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

8. **LATE PROPOSAL OR MODIFICATIONS:**

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

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

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

10. **PROVISION FOR OTHER AGENCIES:**

Unless otherwise stipulated by the bidder, the bidder agrees to make available to all Government agencies,

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

11. COLLUSION:

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

12. RIGHT TO AUDIT, FOIA, AND JURISDICITON:

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

13. CITY INDEMNIFICATION:

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

14. VARIANCE FROM STANDARD TERMS & CONDITIONS:

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

15. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

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

16. PROCUREMENT POLICY FOR RECYCLED MATERIALS:

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

17. PAYMENTS AND INVOICING:

The bidder must specify in their bid the exact company name and address which must be the same as invoices

submitted for payment as a result of award of this bid. Further, the successful bidder is responsible for immediately notifying the Purchasing Division of any company name change, which would cause invoicing to change from the name used at the time of the original bid. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest, fees, or penalty for untimely payments. **Payments can be processed through bidder's acceptance of Visa at no additional costs to the City for expedited payment processing.** The City will not agree to any nonrefundable deposit or retainer that would remain property of the bidder even if the hourly work actually performed by the bidder would not justify such fee. The City will pay the awarded bidder based on unit prices provided on invoicing. Progress payments will be made after approval and acceptance of work and submission of invoice. Payments will be made within 30 days of accepted invoice.

18. **CANCELLATION:**

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

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

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

20. **NON-EXCLUSIVE CONTRACT:**

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

21. **LOBBYING:**

Lobbying of selection committee members, City of Fayetteville employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, and agent of the

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

22. **ADDITIONAL REQUIREMENTS:**

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

23. **ADD OR DELETE LOCATIONS OR SERVICES:**

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

24. **INTEGRITY OF BID DOCUMENTS:**

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

25. **OTHER GENERAL CONDITIONS:**

- a) Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Bidder or Proposer will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.
- b) Prices shall include all labor, materials, overhead, profit, insurance, shipping, freight, etc., to cover the products and services presented. **Sales tax 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 Rennie immediately via telephone (479.575.8220) or e-mail (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 Rennie, City of Fayetteville, Purchasing Agent via e-mail (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 Fayetteville
Bid 15-48, Noland WWTP Gearbox Rebuilds
Technical Specifications: Rebuild of Mixer and Aerator Gearboxes

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. Leaving item blank shall indicate bidder does not meet the listed specification.
- 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 rebuilding of three (3) mixer gearboxes and four (4) aerator gearboxes for aeration basin at the Noland Waste Water Treatment Plant (WWTP). **Motors shall not be part of this bid.**
- 1.2 Bidder shall be responsible for pickup of the mixers and aerators prior to rebuild services and deliver of units after rebuild services are complete.
- 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 gearboxes and all ancillary appurtenances shall be the **responsibility of the City of Fayetteville. This bid does not include any installation services and is for rebuild services only.**

2. TECHNICAL SPECIFICATIONS –

2.1 LINE ITEM #1 – Rebuild of Three (3) Mixer Gearboxes

Existing equipment: Mixing Equipment Co, Lightnin Model 83Q5, Gear Drive Unit Size 83, Double Reduction, 25.6:1 ratio. Rebuild service shall include the following at a minimum:

- a. Disassembly of unit
- b. Steam clean all parts
- c. Inspect unit including all gears, shafts, housings, tolerances, etc. (a change order shall be required prior to replacing damaged gears, shafts, housings, etc.)
- d. Replacement of all seals, gaskets, O-rings, etc.
- e. Replacement of all bearings, bearing housings, and shims
- f. Rotation and testing after assembly

- g. Gearbox shall be painted same color as existing unit

2.2 LINE ITEM #2 – Rebuild two (2) Model LAT-130 Aerator Gearboxes

Existing equipment: Mixing Equipment Co, Lightnin Model LAT-160, Gear Drive Model 881 Q100, Gear Drive Unit Size 881, Double Reduction, 25.6:1 ratio. Rebuild service shall include the following at a *minimum*:

- a. Disassembly of unit
- b. Steam clean all parts
- c. Inspect unit including all gears, shafts, housings, tolerances, etc. (a change order shall be required prior to replacing damaged gears, shafts, housings, etc.)
- d. Replacement of all seals, gaskets, O-rings, etc.
- e. Replacement of all bearings, bearing housings, and shims
- f. Rotation and testing after assembly
- g. Gearbox shall be painted same color as existing unit

2.3 LINE ITEM #3 – Rebuild Two (2) Model LAT-130 Aerator Gearboxes

Existing equipment: Mixing Equipment Co, Lightnin Model LAT-130, Gear Drive Model 880 Q50, Gear Drive Unit Size 880, Double Reduction, 32:1 ratio. Rebuild service shall include the following at a *minimum*.

- a. Disassembly of unit
- b. Steam clean all parts
- c. Inspect unit including all gears, shafts, housings, tolerances, etc. (a change order shall be required prior to replacing damaged gears, shafts, housings, etc.)
- d. Replacement of all seals, gaskets, O-rings, etc.
- e. Replacement of all bearings, bearing housings, and shims
- f. Rotation and testing after assembly
- g. Gearbox shall be painted same color as existing unit

3. WARRANTY –

3.1 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 one (1) year from the date of acceptance by the City. Delivery to the City does not guarantee acceptance of products.
- b. Warranty shall include all parts, labor, and transportation to and from the location of the warranty administrator.

4. STANDARDS –

4.1 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).

5. DELIVERY/DOCUMENTATION -

- 5.1** 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.
- 5.2** All units shall be delivered FOB to the Noland WWTP, located at 1400 N Fox Hunter Rd, Fayetteville, AR 72701.
- 5.3** Unit shall be fully assembled, serviced, and ready for operation as delivered.
- 5.4** Physical and electrical installation of the gearboxes and all ancillary appurtenances shall be the responsibility of the City of Fayetteville.

Bid 15-48, Addendum 1



Date: Thursday, July 30, 2015

To: All Prospective Vendors

From: Andrea Foren Rennie, CPPO, CPPB – 479.575.8220 – aforen@fayetteville-ar.gov

RE: Bid 15-48, Noland WWTP Gear Box Rebuilds

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Bidders should indicate their receipt of same in the appropriate blank of the Bid Form. **BIDDERS SHOULD ACKNOWLEDGE THIS ADDENDUM ON THE DESIGNATED LOCATION ON THE BID FORM.**

1. Item 1, Model 83Q5 Mixer Gearboxes serial numbers are as follows:
 - a. 8625435501
 - b. 8625433502
 - c. 8625435510
2. Item 2, Model LAT-160 Aerator Gearbox serial numbers are as follows:
 - a. 8625435701
 - b. 8625435704
3. Item 3, Model LAT-130 Aerator Gearbox serial numbers are as follows:
 - a. 8625435606
 - b. 8625435607
4. On page 12 of 13 in the bid, Line Item 2.2 should read as follows:
 - a. **LINE ITEM #2 – REBUILD TWO (2) MODEL LAT-160 AERATOR GEARBOXES**
 - All other information in this section is correct and refers to LAT-160 and NOT LAT-130 as noted in the current bid documents.