

City of Fayetteville Staff Review Form

2021-0433

Legistar File ID

7/6/2021

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

Tim Nyander

6/9/2021

WASTEWATER TREATMENT (730)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends awarding Bid #21-39 and authorizing the purchase of Harmonic Filters and Variable Frequency Drives (VFD's) from Mayer Electric Supply, Inc. in the amount of \$48,985.88 for use at the West Side Water Resource Recovery Facility.

Budget Impact:

5400.730.5800-5414.00

Water and Sewer

Account Number

Fund

02069.1

Plant Pumps and Equipment - WWTP

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 1,317,743.00

Funds Obligated \$ 377,315.63

Current Balance \$ 940,427.37

Does item have a cost? Yes

Item Cost \$ 48,985.88

Budget Adjustment Attached? No

Budget Adjustment \$ -

Remaining Budget \$ 891,441.49

V20180321

Purchase Order Number: \_\_\_\_\_

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

Change Order Number: \_\_\_\_\_

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

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

Comments: Bid #21-39



**MEETING OF JULY 6, 2021**

**TO:** Mayor and City Council

**THRU:** Susan Norton, Chief of Staff

**FROM:** Tim Nyander, Utilities Director

**DATE:** June 9, 2021

**SUBJECT: Bid #21-39 – Harmonic Filters and Variable Frequency Drives  
for the West Side WWTP**

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**RECOMMENDATION:**

Staff recommends awarding Bid #21-39 and authorizing the purchase of Harmonic Filters and Variable Frequency Drives (VFD's) from Mayer Electric Supply, Inc. in the amount of \$48,985.88 for use at the West Side Water Resource Recovery Facility.

**BACKGROUND:**

Variable Frequency Drives (VFD's) are used for controlling the speed of the motors for the Return Activated Sludge (RAS) pumps and for the Odor Control Blowers at the West Side plant. They are used for ramping up the motors for a smooth startup, or to prevent a heavy load from straining the motor on startup. This is accomplished by adjusting the frequency delivered to the motor.

When the motor is under voltage coming from a variable frequency drive, it is subjected to voltage harmonics which are frequencies above the normal frequency. Harmonic filters are constantly monitoring the equipment and only inject enough corrective current to cancel out the harmonic current (commonly called "noise") present in the system. It can prevent large quantities of harmonics from causing damage to equipment, downtime of operation, and preventing an increase in operating costs.

**DISCUSSION:**

We are seeking to replace 8 VFD-Harmonic Filter units at the West Side facility, 6 on the RAS pumps and 2 on blowers #1 and #2 in the odor control building. The existing VFDs are obsolete with replacement parts and servicing unavailable. We are also beginning to have issues with failing HMI (Human Machine Interface) panels, thus limiting VFD control and adjustment capability.

This project was sent out for sealed bids with two bids received. The bid opening occurring on April 28, 2021. Mayer Electric Supply, Inc provided a low bid of \$48,985.88 plus applicable taxes and freight charges.

Mayer Electric Supply	\$48,985.88
Wade Company	\$89,955.00

**BUDGET/STAFF IMPACT:**

Funds are available in the Plant Pumps & Equipment - WWTP account within the Water & Sewer Fund.

**Attachments:**

Bid Tabulation

Mayer Electric Supply, Inc. Submittal



## BID TABULATION

### BID 21-39, HARMONIC FILTERS AND VARIABLE FREQUENCY DRIVES (VFD's)

**Deadline : Thursday, April 29, 2021 at 2:00 PM, Local Time.**

			Mayer Electric Supply Inc		Wade Company	
			Total Cost	\$ 48,985.88	\$ 89,955.00	
Item #	Items Description	Quantity Required	Unit Price	Total Cost	Unit Price	Total Cost
1	Location: West Site WRRF (15 S. Broyles Avenue, Fayetteville, AR 72704) (9)					
#1-1	New Altivar Process ATV630 series VFD controllers for 60HP, 460V, 88 Amp drives. Model #: ATV630D45N4 (see Data Sheet Insert)	8	\$ 3,575.30	\$ 28,602.40	\$ 3,765.00	\$ 30,120.00
#1-2	New Altivar Process ATV630 series 10 HP, 460V, 16 Amp Drives. Model #: ATV630U75N4 (see Data Sheet Insert)	2	\$ 1,064.09	\$ 2,128.18	\$ 1,125.00	\$ 2,250.00
#1-3	New Altivar Process ATV 600 series Door Mounted Remote HMI Keypad. Model #: VW3A1112 (see Data Sheet insert)	10	\$ 43.90	\$ 439.00	\$ 465.00	\$ 4,650.00
#1-4	New Altivar Process ATV 600 series Data Cables. Model #: VW3A1104R30 (see Data Sheet insert)	10	\$ 27.79	\$ 277.90	\$ 260.00	\$ 2,600.00
#1-5	New MTE Matrix® AP Harmonic Filters, with Capacitor Bank. Open style, 480V/83 Amp Rated Model#: MAPP0083D002 (see Data Sheet insert)	2	\$ 2,000.00	\$ 4,000.00	\$ 3,595.00	\$ 7,190.00
#1-6	New MTE Matrix® AP Harmonic Filters, with Capacitor Bank. Open style, 600V/83 Amp Rated Model#: MAPP0083E002 (see Data Sheet insert)	6	\$ 2,000.00	\$ 12,000.00	\$ 4,300.00	\$ 25,800.00
#1-7	New MTE Matrix® AP Harmonic Filters, with Capacitor Bank. Open style, 480V/14 Amp Rated Model#: MAPP0014D (see Data Sheet insert)	2	\$ 769.20	\$ 1,538.40	\$ 1,360.00	\$ 2,720.00
#1-8	Manufacturer Certified Technician For: 1.On-site new system commissioning 2.Site Specific programming & Calibrations 3.Start-up & "Full Load" Performance Testing	1	No Charge	\$ -	\$ 6,950.00	\$ 6,950.00
#1-9	Total Delivery Fee (at both locations, F.O.B. - Destination)	1	No Charge	\$ -	\$ 7,675.00	\$ 7,675.00

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

# Bid 21-39, Harmonic Filters and Variable Frequency Drives (VFD's)

## Project Overview

Project Details	
Reference ID	Bid 21-39, Harmonic Filters and Variable Frequency Drives (VFD's)
Project Name	Bid 21-39, Harmonic Filters and Variable Frequency Drives (VFD's)
Project Owner	Andrea Foren
Project Type	IFB
Department	Purchasing
Project Description	The City of Fayetteville is accepting bids from qualified vendors for the purchase of specific brand-name harmonic filters and variable frequency drives (VFD's) equipment. Any questions concerning the bidding process should be addressed to Adonis Bwashi, City of Fayetteville Purchasing Agent, at <a href="mailto:abwashi@fayetteville-ar.gov">abwashi@fayetteville-ar.gov</a> or by calling (479)575-8258.
Open Date	Apr 11, 2021 12:00 AM CDT
Close Date	Apr 29, 2021 2:00 PM CDT

Highest Scoring Supplier	Score
Mayer Electric Supply Inc	100 pts

## Seal status

Requested Information	Unsealed on	Unsealed by
Required Forms (Signature Form)	Apr 29, 2021 2:04 PM CDT	Adonis Bwashi
Arkansas Secretary of State Filling #	Apr 29, 2021 2:04 PM CDT	Adonis Bwashi
DUNS:	Apr 29, 2021 2:04 PM CDT	Adonis Bwashi
Bid 21-39, Bid Form (BT-19JZ)	Apr 29, 2021 2:04 PM CDT	Adonis Bwashi

## Conflict of Interest

# Declaration of Conflict of Interest You have been chosen as a Committee member for this Evaluation. Please read the following information on conflict of interest to see if you have any problem or potential problem in serving on this committee. ## Code of Conduct All information related to submissions received from Suppliers or Service Providers must be kept confidential by Committee members. ## Conflict of Interest No member of a Committee shall participate in the evaluation if that Committee member or any member of his or her immediate family: \* has direct or indirect financial interest in the award of the contract to any proponent; \* is currently employed by, or is a consultant to or under contract to a proponent; \* is negotiating or has an arrangement concerning future employment or contracting with any proponent; or, \* has an ownership interest in, or is an officer or director of, any proponent. Please sign below acknowledging that you have received and read this information. If you have a conflict or potential conflict, please indicate your conflict on this acknowledgment form with information regarding the conflict. I have read and understood the provisions related to the conflict of interest when serving on the Evaluation Committee. If any such conflict of interest arises during the Committee's review of this project, I will immediately report it to the Purchasing Director.

Name	Date Signed	Has a Conflict of Interest?
Adonis Bwashi	Apr 29, 2021 2:04 PM CDT	No



## Submissions

Supplier	Date Submitted	Name	Email	Confirmation Code
Wade Company	Apr 29, 2021 8:41 AM CDT	Danny Brown	dbrown@wadecoinc.com	MTM3ODg1
Mayer Electric Supply Inc	Apr 29, 2021 2:25 PM CDT	Chris Glasco	cglasco@mayerelectric.com	MTM4MTlw

## Project Criteria

Criteria	Points	Description
Total Base Bid	100 pts	Lowest price offered on the Unit
20-39, Technical Specifications	Pass/Fail	Does the bid meet all minimum specifications?
Total	100 pts	



## Scoring Summary

### Active Submissions

	Total	Total Base Bid	20-48, Technical Specifications
Supplier	/ 100 pts	/ 100 pts	Pass/Fail
Mayer Electric Supply Inc	100 pts	100 pts (\$48,985.88)	Pass
Wade Company	54.46 pts	54.46 pts (\$89,955.00)	Pass



## Signatures

Name	Signatures
<b>Andrea Foren</b> (Project Owner)	<div data-bbox="558 457 727 583"> <b>Andrea Foren</b> </div> <div data-bbox="727 457 1003 590">  <p>Digitally signed by Andrea Foren Date: 2021.05.06 16:56:50 -05'00'</p> </div>
<b>Adonis Bwashi</b> (Evaluator)	<div data-bbox="630 653 868 745">  </div> <div data-bbox="889 625 1404 779">  <p>Digitally signed by Adonis Bwashi DN: cn=Adonis Bwashi, email=abwashi@fayetteville-ar.gov, c=US Date: 2021.04.30 08:59:42 -05'00'</p> </div>



CITY OF  
**FAYETTEVILLE**  
ARKANSAS

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

**INVITATION TO BID**

**Bid 21-39, Harmonic Filters and Variable Frequency Drives (VFD's)**

**DEADLINE:** Thursday, April 29, 2021 before 2:00 PM, Local Time

**PRE-BID MEETING:** Tuesday, April 20, 2021, at 10:30 AM at WRRF

**ACCEPTABLE DELIVERY METHODS:**

- (1) City's third-party bidding platform, Bonfire OR
- (2) sealed and delivered directly to the City of Fayetteville as instructed in the advertisement

**PURCHASING AGENT:** Adonis Bwashi, [abwashi@fayetteville-ar.gov](mailto:abwashi@fayetteville-ar.gov)

**DATE OF ISSUE AND ADVERTISEMENT:** Sunday, April 11, 2021

No late bids shall be accepted. Bids shall be submitted in one of the following methods: (1) through the City's third-party bidding platform, Bonfire, or, (2) mailed and received at the address in the invitation to bidders prior to the deadline or (3) delivering in person via sealed envelope by appointment only. Submitting through the City's electronic bidding platform is strongly encouraged. 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: MAYER ELECTRIC SUPPLY INC

Contact Person: CHRIS GLASCO

Title: OUTSIDE ACCOUNT MGR

E-Mail: CGLASCO@MAYERELECTRIC.COM

Phone: 479-648-1276

Business Address: 2800 S ZERO

City: FORT SMITH

State: AR

Zip: 72901

Signature: 

Date: 04/26/2021

City of Fayetteville  
Bid 21-39, Harmonic Filters and Variable Frequency Drives (VFD's)  
Advertisement

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City of Fayetteville, Arkansas  
INVITATION TO BID  
Bid 21-39, Harmonic Filters and Variable Frequency Drives (VFD's)

The City of Fayetteville is accepting bids from qualified vendors for the purchase of specific brand-name harmonic filters and variable frequency drives (VFD's) equipment. Any questions concerning the bidding process should be addressed to Adonis Bwashi, City of Fayetteville Purchasing Agent, at [abwashi@fayetteville-ar.gov](mailto:abwashi@fayetteville-ar.gov) or by calling (479)575-8258.

A non-mandatory pre-bid meeting will be held on **Tuesday, April 20, 2021, at 10:30 AM at West Side Wastewater Treatment Facility (WRRF)**, 15 S. Broyles Avenue, Fayetteville, AR 72704. All interested parties are strongly encouraged to attend.

Bidding documents, and addenda shall be obtained at the City of Fayetteville Purchasing Division's electronic bidding platform at [www.fayetteville-ar.gov/bids](http://www.fayetteville-ar.gov/bids). All bids shall be received by **Thursday, April 29, 2021 before 2:00 PM, Local Time** utilizing the electronic bidding software, by mail at the address listed below, or by submitting a sealed bid via special arrangements made with the City Purchasing Division in advanced by calling 479-575-8256 to schedule a delivery appointment. All bids shall be received prior to the bid deadline. Submitting a bid electronically is strongly encouraged. A public bid opening will be conducted shortly after the deadline at City Hall and livestreamed at <https://www.youtube.com/user/cityoffayettevillear>. Late or misdirected bids shall not be accepted. The City of Fayetteville shall not be responsible for lost or misdirected bids, or for failure of proposer's technical equipment.

City of Fayetteville  
Purchasing Division – Room 306  
113 West Mountain Street  
Fayetteville, AR 72701

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.

The City of Fayetteville reserves the right to waive irregularities, to reject bids, and to postpone the award of the Contract for a period which shall not exceed beyond ninety calendar days from the bid opening date.

City of Fayetteville  
By: Adonis Bwashi, Purchasing Agent  
P: 479.575.8258  
[abwashi@fayetteville-ar.gov](mailto:abwashi@fayetteville-ar.gov)  
TDD (Telecommunications Device for the Deaf): (479) 521-1316  
Date of advertisement: 04/11/2021

DATE REQUIRED AS A COMPLETE UNIT: 120 CALENDAR DAYS FROM DATE OF ORDER

F.O.B. West Side Wastewater Treatment Facility, 15 S. Broyles Avenue, Fayetteville, AR 72704

**Refer to electronic platform to  
complete Bid Form  
(bid pricing and total base bid)**

**ALL BIDDERS SHALL READ THE "TECHNICAL SPECIFICATION" SECTION WITH BID.**  
**FAILURE TO SUBMIT A RESPONSE ON THE PROVIDED "TECHNICAL SPECIFICATION" FORM**  
**IN A COMPLETED FORMAT CAN RESULT IN BID REJECTION.**

Bids shall be submitted on this bid form in its entirety AND accompanied by descriptive literature on the products being bid. The City reserves the right to award this bid based on the City's best interest at the time of product order.

City of Fayetteville

Bid 21-39, Harmonic Filters and Variable Frequency Drives (VFD's)

Bid Form

DATE REQUIRED AS A COMPLETE UNIT: 120 CALENDAR DAYS FROM DATE OF ORDER

F.O.B. West Side Wastewater Treatment Facility, 15 S. Broyles Avenue, Fayetteville, AR 72704

F.O.B. Hamstring Lift-Station, 2053 N Sunshine Rd, Fayetteville, AR 72704

ITEM:	DESCRIPTION	QTY	*PRICE EACH	*TOTAL PRICE
West Side WRRF (15 S. Broyles Avenue, Fayetteville, AR 72704)				
1	New Altivar Process ATV630 series VFD controllers for 60HP, 460V, 88 Amp drives. Model #: ATV630D45N4 (see Data Sheet Insert)	8	\$ <u>3575.30</u>	\$ <u>28,602.40</u>
2	New Altivar Process ATV630 series 10 HP, 460V, 16 Amp Drives. Model #: ATV630U75N4 (see Data Sheet Insert)	2	\$ <u>1064.09</u>	\$ <u>2128.18</u>
3	New Altivar Process ATV 600 series Door Mounted Remote HMI Keypad. Model #: VW3A1112 (see Data Sheet insert)	10	\$ <u>43.90</u>	\$ <u>439.00</u>
4	New Altivar Process ATV 600 series Data Cables. Model #: VW3A1104R30 (see Data Sheet insert)	10	\$ <u>27.79</u>	\$ <u>277.90</u>
5	New MTE Matrix® AP Harmonic Filters with Capacitor Bank. Open style, 480V/83 Amp Rated Model#: MAPP0083D002 (see Data Sheet insert)	2	\$ <u>2000.00</u>	\$ <u>4000.00</u>
6	New MTE Matrix® AP Harmonic Filters, with Capacitor Bank. Open style, 600V/83 Amp Rated Model#: MAPP0083E002 (see Data Sheet insert)	6	\$ <u>2000.00</u>	\$ <u>12,000.00</u>
7	New MTE Matrix® AP Harmonic Filters, with Capacitor Bank. Open style, 480V/14 Amp Rated Model#: MAPP0014D (see Data Sheet insert)	2	\$ <u>769.20</u>	\$ <u>1538.40</u>
8	Manufacturer Certified Technician For: 1. On-site new system commissioning 2. Site Specific programming & Calibrations 3. Start-up & "Full Load" Performance Testing	1	\$ <u>NC</u>	\$ <u>0.00</u>

City of Fayetteville, AR

Bid 21-39, Harmonic Filters and Variable Frequency Drives (VFD's)

Page 3 of 15

9	Total Delivery Fee (at both locations, F.O.B. - Destination)	1	\$ <u>NC</u>	\$ <u>0.00</u>
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TOTAL BASE BID: \$ 48985.88

**ALL BIDDERS SHALL COMPLETE THE "TECHNICAL SPECIFICATION" SECTION WITH BID. FAILURE TO SUBMIT A RESPONSE ON THE PROVIDED "TECHNICAL SPECIFICATION" FORM IN A COMPLETED FORMAT CAN RESULT IN BID REJECTION.**

Bids shall be submitted on this bid form in its entirety AND accompanied by descriptive literature on the products being bid. The City reserves the right to award this bid based on the City's best interest at the time of product order.

**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. Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing.
4. The Bidder can and will comply with all specifications and requirements for delivery, documentation and support as specified herein.
5. 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.
6. 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.
7. 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.

X 1.) NO KNOWN RELATIONSHIP EXISTS

\_\_\_\_\_ 2.) RELATIONSHIP EXISTS (Please explain): \_\_\_\_\_

8. 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.
9. 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: MAYER ELECTRIC SUPPLY

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

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

\*BUSINESS ADDRESS: 2800 S ZERO

\*CITY: FORT SMITH

\*STATE: AR

\*ZIP: 72901

\*PHONE: 479-648-1276

FAX: 479-648-3184

\*E-MAIL: CGLASCO@MAYERELECTRIC.COM

\*BY: (PRINTED NAME) CHRIS GLASCO

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

\*TITLE: OUTSIDE ACCOUNT MGR

DUNS NUMBER: 006900419

CAGE NUMBER: 3P275

\*TAX ID NUMBER: 63-0274133

Acknowledge Addendums:

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

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

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

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

**ALL BIDDERS SHALL COMPLETE THE "TECHNICAL SPECIFICATION" SECTION WITH BID.  
FAILURE TO SUBMIT A RESPONSE ON THE PROVIDED "TECHNICAL SPECIFICATION" FORM  
IN A COMPLETED FORMAT CAN RESULT IN BID REJECTION.**



City of Fayetteville  
Bid 21-39, Harmonic Filters and Variable Frequency Drives (VFD's)  
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. **Bidding documents and addenda shall be obtained at the City of Fayetteville Purchasing Division's electronic bidding platform at [www.fayetteville-ar.gov/bids](http://www.fayetteville-ar.gov/bids).** All bids shall be received by **Thursday, April 29, 2021 before 2:00 PM, Local Time** utilizing the electronic bidding software. Submitting a bid electronically is strongly encouraged. A public bid opening will be conducted shortly after the deadline at City Hall and livestreamed at <https://www.youtube.com/user/cityoffayettevillear>. No late bids shall be accepted. The City of Fayetteville shall not be responsible for lost or misdirected bids, or for failure of proposer's technical equipment.
- d. The City will not be responsible for misdirected bids. Vendor should call the Purchasing Office at 479.575.8258 to ensure correct receipt of bidding documents prior to opening time and date listed on the bid form.
- e. Bidders shall 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 Adonis Bwashi, 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 shall not 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 Adonis Bwashi immediately via telephone (479.575.8258) or e-mail ([abwashi@fayetteville-ar.gov](mailto:abwashi@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 Adonis Bwashi, City of Fayetteville, Purchasing Agent via e-mail ([abwashi@fayetteville-ar.gov](mailto:abwashi@fayetteville-ar.gov)) or telephone (479.575.8258). 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. **INVOICING:** All invoices shall be presented to the City with the minimum information listed below.
- a. City Department that ordered the materials or services
  - b. Order Date
  - c. Delivery date or the date of services
  - d. Name of the City Employee that requested or picked up the goods, materials, or service
  - e. Bid Number that applies to the purchase and invoices. Amounts in the bid shall match invoicing.

27. **ATTACHMENTS TO BID DOCUMENTS:** Data sheets attached.

**ALL BIDDERS SHALL COMPLETE THIS "TECHNICAL SPECIFICATION" SECTION WITH BID. FAILURE TO SUBMIT A RESPONSE ON THIS "TECHNICAL SPECIFICATION" FORM IN A COMPLETED FORMAT CAN RESULT IN BID REJECTION.**

**BIDDING REQUIREMENTS:**

- NOTICE: THIS SECTION CAN BE COMPLETED ON THE FOLLOWING MANNER: When given a specification option containing a blank (example a. \_\_\_\_\_), bidder shall write a "check mark" or write "yes" indicating yes if the accompanied specification is met. In the event a specification cannot be met, bidder shall indicate so by writing in "no" and writing on the City's bid forms how the specification is not met or how the unit(s) bid differ from what has been specified. Leaving item blank shall indicate bidder does not meet the listed specification and can result in bidder DISQUALIFICATION.
- Bidders shall NOT supply warranty papers for the City to interpret whether a warranty specification is met or not.

**1. GENERAL –**

- 1.1 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.
- 1.2 All specifications written are to minimums, unless otherwise noted.
  - i. These specifications are for supplying specific brand-name harmonic filters and Variable Frequency Drives equipment for the West Side WRRF.

**2. INSTALLATION –**

- 2.1 The Bidder will be responsible for providing the specified name brand and model harmonic filter and VFD equipment (with applicable auxiliary components) necessary for full compatibility with ancillary components for upgrading the facility Aerator MCC's.
- 2.2 The Owner (City of Fayetteville) will provide ancillary equipment, coordinate the mounting, and electrical installation of the systems.
- 2.3 The Bidder shall also provide by an on-site Manufacturer-certified Technician who will PROVIDE start-up programming, DETERMINE appropriate electrical connections, site-specific calibration programming appropriate for the operational demands of the individual motors following installations.
- 2.4 The on-site Manufacturer-Certified Technician will also be responsible for the post-installation site visit for on-site new system commissioning, start-up programming and calibrations (equipment testing which will include site-specific calibration-adjustments), and start-up and "Full Load" Performance Testing.



### 3. PERFORMANCE TESTING

- 3.1 Final and successful acceptance of product(s) will follow successful performance demonstration at varying 'representative' loads for both aerator and pump motors.
- 3.2 Owner or Qualified Agent will be present for all equipment start-up programming and sign-off on equipment adjustment calibrations prior to Final Acceptance of all equipment(s).

### 4. DELIVERY/DOCUMENTATION

- 4.1 All units shall be delivered FOB Destination to the City's West Side Water Resource Recovery Facility (WRRF), located at 15 S. Broyles Avenue, Fayetteville, AR 72704, and Hamstring Lift-Station, located at 2053 N Sunshine Rd, Fayetteville, AR 72704 for compliance review and final acceptance.
- 4.2 Delivery shall include the following documents as a minimum:
  - 1. Dealer invoice
  - 2. Parts Manual
  - 3. Service Manual
- 4.3 Unit shall be fully assembled, serviced, and ready for operation as delivered.

### 5. MANUALS

- 5.1 The successful bidder agrees to furnish each of the following submittal information:
  - 1. A written description of equipment makes, models and quantities.
    - o Provision of the specified equipment brands and model types are minimum requirements as standardization of multiple Motor Control Centers (MCC's), and subsequent components, are critical for third-party installation which requires 'mirror-image' system configurations.
    - o All equipment and components shall be new; any after-market or refurbished equipment shall not be considered meeting specification requirements.
  - 2. Contact information of locally available technical support for addressing issues related to equipment start-up, site-specific calibration-adjustments, maintenance needs and general operational troubleshooting.
  - 3. Statement of pricing for on-site technical support service for start-up and site-specific calibration programming for harmonic filters & VFD equipment after installations.

### 6. TECHNICAL & WARRANTY SUPPORT SERVICES

- 1. Qualified bidders shall demonstrate availability of, and provide pricing for, local technical support for on-site response for initial start-up, calibration adjustment and troubleshooting services. An hourly or on-call labor rate for local technical support shall be included in the final bid. (Optional extended warranty if any)
- 2. Harmonic filters and VFD's will have a minimum 1-year manufacturer standard warranty.



## Search Incorporations, Cooperatives, Banks and Insurance Companies

Notice [This is only a preliminary search](#) and no guarantee that a name is available for initial filing until a confirmation has been received from the Secretary of State after filing has been processed

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LLC Member information is now confidential per Act 865 of 2007

Use your browser's back button to return to the Search Results

[Begin New Search](#)

For service of process contact the [Secretary of State's office](#).

Corporation Name	MAYER ELECTRIC SUPPLY COMPANY, INC.
Fictitious Names	
Filing #	811149185
Filing Type	Foreign For Profit Corporation
Filed under Act	Dom Bus Corp; 958 of 1987
Status	Good Standing
Principal Address	3405 4TH AVENUE SOUTH BIRMINGHAM, AL 35222
Reg. Agent	C T CORPORATION SYSTEM
Agent Address	124 WEST CAPITOL AVENUE, SUITE 1900 LITTLE ROCK, AR 72201
Date Filed	11/07/2017
Officers	DAVID MORGAN , Incorporator/Organizer BRYAN C CHAUVIN , Tax Preparer JAMES W SMITH , President CHARLES A COLLAT JR, Secretary DAVID L MORGAN , Vice-President KAREN F SMITH , Controller
Foreign Name	MAYER ELECTRIC SUPPLY COMPANY, INC.
Foreign Address	3405 4TH AVENUE SOUTH BIRMINGHAM, AL 35222
State of Origin	DE

[Purchase a Certificate of Good Standing for this Entity](#)

[Pay Franchise Tax for this corporation](#)

Item Number	Item Description	Quantity Required	Unit Price
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Location: West Site WRRF (15 S. Broyles Avenue, Fayetteville, AR 72704) (9)

#1-1	New Altivar Process	8	3575.3
#1-2	New Altivar Process	2	1064.09
#1-3	New Altivar Process	10	43.9
#1-4	New Altivar Process	10	27.79
#1-5	New MTE Matrix® AI	2	2000
#1-6	New MTE Matrix® AI	6	2000
#1-7	New MTE Matrix® AI	2	769.2
#1-8	Manufacturer Certifi	1	0
#1-9	Total Delivery Fee (a	1	0

Back to Project

Bid 21-39, Harmonic Filters and Variable Frequency Drives (VFD's) - Proposal Data

Show/Hide



Search

Supplier	Arkansas Secretary of State Filing #	DUNS
Mayer Electric Supply Inc	5	006900419
<div>Scorecard</div> <div>Open... ▼</div>		
Wade Company	2	10311751
<div>Scorecard</div> <div>Open... ▼</div>		

