

City of Fayetteville Staff Review Form

2021-0726

Legistar File ID

10/5/2021

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

Tim Nyander

9/14/2021

WASTEWATER TREATMENT (730)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends awarding Bid #21-63 and approving the purchase of six (6) submersible anoxic mixers for the Noland Water Resource Recovery Facility from Jack Tyler Engineering, Inc. in the amount of \$220,384.02 plus applicable taxes.

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 \$ 604,166.11

Current Balance \$ 713,576.89

Does item have a cost? Yes

Item Cost \$ 241,871.46

Budget Adjustment Attached? No

Budget Adjustment \$ -

Remaining Budget \$ 471,705.43

V20210527

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments: Freight is included within the formal bid pricing. Taxes are estimated at \$21,487.44 for a total of \$241,871.46.



MEETING OF OCTOBER 5, 2021

TO: Mayor and City Council

THRU: Susan Norton, Chief of Staff
Water & Sewer Committee

FROM: Tim Nyander, Utilities Director

DATE: September 15, 2021

SUBJECT: **Bid #21-63 - Anoxic Mixers for Noland Water Resource Recovery Facility**

RECOMMENDATION:

Staff recommends awarding Bid #21-63 and approving the purchase of six (6) submersible anoxic mixers for the Noland Water Resource Recovery Facility from Jack Tyler Engineering, Inc. in the amount of \$220,384.02 plus applicable taxes.

BACKGROUND:

On July 13th, 2021 the City of Fayetteville accepted sealed competitive bids for the Anoxic Mixers Replacement project. Jack Tyler Engineering, Inc. submitted the best bid of \$220,384. All bids are shown here:

Jack Tyler Engineering, Inc.	\$220,384
Instrument & Supply, Inc.*	\$151,980

*Instrument & Supply, Inc did not meet all required specifications

The anoxic mixers at the Noland Water Resource Recovery Facility (WRRF) have been plagued with maintenance problems. In the last five years, the Utility has spent \$234,756 in repairs to keep the mixers operable. This does not include labor as that is a sunk cost for the Utility. The repairs are all from the same root cause failure. The mixers are vertical mixers with shafts and mixing blades suspended from the center of 12 anoxic basins. The mixers keep biology and solids suspended for biological nutrient removal. Fibrous material (rags) are introduced into the basins from the sanitary sewer and bypassing preliminary screening. The rags become entangled on the mixer blades and create an unbalanced condition. This unbalance causes mechanical failure of bearings, gears and seals and structural failure of metal supports and concrete.

DISCUSSION:

For the last five years, the Jacobs maintenance team has spent 1,154 hours repairing these mixers. When the mixers are in a failed state the biological nutrient removal process is compromised. We are proposing horizontal mixers to replace the vertical mixers. The blades are long, curved and rotate at a slow speed. The size of the blade creates excellent mixing of the basin and the shape does not accumulate rags. The rags cannot cling to the smooth blade. An additional benefit of the new mixers is the energy consumption. The old mixers are 5HP motors and the new mixers are 1.5HP motors. The energy consumption is less than one third of the old mixers. Finally, the current mixers are original equipment that was installed when the plant was constructed. They have reached their usable life, and the maintenance costs will continue to rise if the mixers are not replaced with the horizontal mixers.

The energy savings are estimated to be \$8,000 per year if 6 of the 12 mixers are replaced. Staff is proposing replacing six mixers in 2021 and six mixers in 2022. Staff recommends approval of the purchase of 6 horizontal anoxic mixers from Jack Tyler Engineering, Inc. in the amount of \$220,384.02 plus applicable taxes. Freight is included within the formal bid pricing. Taxes are estimated at \$21,487.44 for a total of \$241,871.46. This equipment qualifies for State tax exemption, staff will request the tax exemption from the Arkansas Department of Finance and Administration.

BUDGET/STAFF IMPACT:

Funds are available in the Plant Pumps and Equipment account within the Water & Sewer fund.

Attachments:

Bid #21-63 Certified Bid Tabulation

Bid #21-63 Submittal from Jack Tyler Engineering, Inc.



BID TABULATION

Bid 21-63, Anoxic Mixers

Bid Deadline: Tuesday, July 13, 2021 at 2:00 PM

			Instrument & Supply, Inc				Jack Tyler Engineering, Inc			
			Total Cost				Total Cost			
			\$ 151,980.00				\$ 220,384.02			
#	Items	Quantity Required	Manufacturer	Model	Unit Price	Total Cost	Manufacturer	Model	Unit Price	Total Cost
#0-1	Adjustable-Speed Submersible, Horizontal Mixer With Gear Box	6	Landia Inc	POP180	\$ 25,330.00	\$ 151,980.00	Flygt	4320	\$ 36,730.67	\$ 220,384.02

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

*Instrument & Supply, Inc did not meet all required specifications

Bid 21-63, Anoxic Mixers

Project Overview

Project Details	
Project Name	Bid 21-63, Anoxic Mixers
Project Owner	Amanda Beilfuss
Project Type	IFB
Department	Purchasing
Project Description	The City is seeking bids from qualified vendors for the purchase of six (6) submersible anoxic mixers to be located at the Paul R. Noland Water Recovery and Reuse Facility (WRRF). This bid is for the purchase of equipment only; Installation will be the responsibility of the City. Any questions concerning the bidding process should be addressed to Amanda Beilfuss, City of Fayetteville Purchasing Agent.
Open Date	Jun 25, 2021 2:00 PM CDT
Close Date	Jul 13, 2021 2:00 PM CDT

Highest Scoring Supplier	Score
Jack Tyler Engineering, Inc.	Pass

Seal status

Requested Information	Unsealed on	Unsealed by
Bid Document - (Completed & Signed)	Jul 13, 2021 2:01 PM CDT	Amanda Beilfuss
W-9 Form	Jul 13, 2021 2:01 PM CDT	Amanda Beilfuss
Arkansas Secretary of State Filing #	Jul 13, 2021 2:01 PM CDT	Amanda Beilfuss
Bid 21-63, Bid Table (BT-12FN)	Jul 13, 2021 2:01 PM CDT	Amanda Beilfuss
Additional Required Forms	Jul 13, 2021 2:01 PM CDT	Amanda Beilfuss

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?
Amanda Beilfuss	Jul 13, 2021 2:02 PM CDT	No

Questions and Answers

No messages



Public Notices

No messages



Submissions

Supplier	Date Submitted	Name	Email	Confirmation Code
Jack Tyler Engineering, Inc	Jul 13, 2021 8:15 AM CDT	Greg Wethington	awethington@jteng.com	MTUyMDA2
Instrument & Supply, Inc	Jul 13, 2021 1:39 PM CDT	Chris Enloe	cenloe@isiequip.com	MTUyMTcw



Project Criteria

Criteria	Points	Description
Total Base Bid	100 pts	Lowest price offered on the Unit
21-63, Technical Specifications	Pass/Fail	Does the bid meet all minimum specifications?
Total	100 pts	



Scoring Summary

Active Submissions

	Total	Total Base Bid	21-63, Technical Specifications
Supplier	/ 100 pts	/ 100 pts	Pass/Fail
Instrument & Supply, Inc	100 pts	100 pts (\$151,980.00)	Fail
Jack Tyler Engineering, Inc	68.96 pts	68.96 pts (\$220,384.02)	Pass



Proposal Score Comments

Jack Tyler Engineering, Inc - Scoring Comments

Total Base Bid - Reviewer Scores

Reviewer	Score	Reason	Comments
Amanda Beilfuss	68.96 pts (\$220,384.02)	-	Meets all specifications

21-63, Technical Specifications - Reviewer Scores

Reviewer	Score	Reason	Comments
Amanda Beilfuss	Pass	Meets the requirement(s)	Meets all specifications



Instrument & Supply, Inc - Scoring Comments




Total Base Bid - Reviewer Scores

Reviewer	Score	Reason	Comments
Amanda Beilfuss	100 pts (\$151,980.00)	-	Lowest bid, but does not meet specs.

21-63, Technical Specifications - Reviewer Scores

Reviewer	Score	Reason	Comments
Amanda Beilfuss	Fail	Does not meet the requirement(s)	Did not meet all specifications.

Signatures

Name	Signatures
Amanda Beilfuss (Project Owner)	 Digitally signed by Amanda Beilfuss Date: 2021.07.16 11:35:31 -05'00'
Amanda Beilfuss (Evaluator)	 Digitally signed by Amanda Beilfuss Date: 2021.07.16 11:35:44 -05'00'
Andrea Foren (Evaluator)	 Digitally signed by Andrea Foren Date: 2021.08.09 14:35:08 -05'00'



CITY OF
FAYETTEVILLE
ARKANSAS

City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: 479.575.8258
TDD (Telecommunication Device for the Deaf): 479.521.1316

INVITATION TO BID

INVITATION TO BID: Bid 21-63, Anoxic Mixers

DEADLINE: Tuesday, July 13, 2021 before 2:00 PM, Local Time

PRE-BID MEETING: Wednesday, June 30, 2021 at 3:00 PM, via Zoom

ACCEPTABLE DELIVERY METHODS:

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

PURCHASING AGENT: Amanda Beilfuss, abeilfuss@fayetteville-ar.gov

DATE OF ISSUE AND ADVERTISEMENT: Sunday, June 27, 2021

INVITATION TO BID Bid 21-63, Anoxic Mixers

No late bids will be accepted. Bids shall be submitted in one of the following methods: (1) through the City's third-party electronic bidding platform, Bonfire, or (2) delivering in person via sealed envelope to the City of Fayetteville Purchasing Division. 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: JACK TYLER ENGINEERING, INC.

Contact Person: GREG WETHINGTON Title: PROJECT MANAGER

E-Mail: AWETHINGTON@JTENG.COM Phone: 501-562-2296

Business Address: 6112 PATTERSON RD

City: LITTLE ROCK State: AR Zip: 72209

Signature:  Date: 7-12-21

City of Fayetteville
Bid 21-63, Anoxic Mixers
Advertisement

City of Fayetteville, Arkansas
INVITATION TO BID
Bid 21-63, Anoxic Mixers

The City is seeking bids from qualified vendors for the purchase of six (6) submersible anoxic mixers to be located at the Paul R. Noland Water Recovery and Reuse Facility (WRRF). This bid is for the purchase of equipment only; Installation will be the responsibility of the City. Any questions concerning the bidding process should be addressed to Amanda Beilfuss, City of Fayetteville Purchasing Agent, at abeilfuss@fayetteville-ar.gov or by calling (479)575-8258.

A non-mandatory Pre-Bid meeting will be held Wednesday, June 30, 2021 at 3:00 PM virtually via Zoom. Information regarding the pre-bid meeting is available on the project page on the City's electronic bidding platform. All interested parties are encouraged to attend. Plan holder listing can be found on the electronic bidding portal by viewing the listing titled document takers.

Bidding documents and addenda shall be obtained at the City of Fayetteville Purchasing Division's electronic bidding platform at www.fayetteville-ar.gov/bids. All bids shall be received by **Tuesday, July 13, 2021 before 2:00 PM, Local Time** utilizing the electronic bidding software or by submitting a sealed physical bid to the City of Fayetteville, Purchasing Division address listed below. All bids are due before the time stated. 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.

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 of time which shall not exceed beyond ninety calendar days from the bid opening date.

City of Fayetteville
By: Amanda Beilfuss, Purchasing Agent
P: 479.575.8258
abeilfuss@fayetteville-ar.gov

TDD (Telecommunications Device for the Deaf): (479) 521-1316

Date of advertisement: 06/27/2021

Refer to the City's electronic bidding platform to submit bid pricing electronically.

Contact the City Purchasing Division to submit a physical sealed bid.

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.



_____ 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: JACK TYLER ENGINEERING, INC.

Purchase Order/Payments shall be issued to this name
*D/B/A or Corporation Name JACK TYLER ENGINEERING, INC.

*BUSINESS ADDRESS: 6112 PATTERSON RD

*CITY: LITTLE ROCK *STATE: AR *ZIP: 72209

*PHONE: 501-562-2296 FAX: _____

*E-MAIL: AWETHINGTON@JTENG.COM

*BY: (PRINTED NAME) GREG WETHINGTON

*AUTHORIZED SIGNATURE: 

*TITLE: PROJECT MANAGER

DUNS NUMBER: 00-708-3954 CAGE NUMBER: 25411

*TAX ID NUMBER: 71-0833610

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.

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. All bids shall be received by the deadline, utilizing the electronic bidding software or as stated in the bid advertisement. 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 Amanda Beilfuss, 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) 575-8258 to ensure 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 Les McGaugh immediately via telephone (479.575.8258) or e-mail (abeilfuss@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 Amanda Beilfuss, City of Fayetteville, Purchasing Agent via e-mail (abeilfuss@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.

ANOXIC MIXERS – TECHNICAL SPECIFICATIONS

**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.

DELIVERY LOCATION & INFORMATION

Paul R Noland Wastewater Treatment Facility

1400 N Fox Hunter Rd - Fayetteville, AR

Paul R. Noland WRRF – Anoxic Mixers & W3 Pump Replacement


1.0 Scope:

This bid is for the purchase of equipment only; Installation will be the responsibility of the city. The Anoxic Mixers at the Paul R Noland WRRF are an integral part of the treatment process, providing mixing energy for the anoxic zone in the aeration basin. The current mixers have exceeded their useful life and the City of Fayetteville desires to change the configuration of the mixers. The current mixers are Lightning vertical shaft mixers. **This specification will be identifying horizontal mixers.**


The Lightning mixers are divided into two trains of six basins each. The mixers are mounted on the top deck through square openings in the center of each basin. The vertical shafts descend into the basin and mix the contents of the anoxic basin. The influent moves sequentially, through alternating openings at the end of each basin until with enters the main aeration basin.

This bid will encompass six (6) mixers. The successful bidder shall provide a mixing strategy to obtain the best mixing energy at the lowest energy consumption. The bid will be dependent on total cost for the mixers, including mounting hardware and controllers. The mixers will be mounted in a submerged position in the middle of each basin.


1.1 General Requirements:

- a.  Furnish 6 submersible mixer(s). Each mixer shall have a submersible electric motor with rated power 1.1 kW, connected for operation to the following power supply: 460 volts, 3 phase, 60 Hz. The mixer shall be capable of delivering a thrust of 875 N (newtons) at the propeller speed 21 rpm and propeller diameter 200 mm. The mixer shall be designed for continuous duty in handling mixed media of a maximum temperature of 40°C. The mixer shall be equipped with a submersible cable, sized according to IEC standard, having a chlorinated polyethylene rubber jacket, and having a length of 20 meters.


1.2 Manufacturer Requirements:

- a.  The mixer specified herein shall be the design and fabrication of a single manufacturer which shall have sole source responsibility for said equipment. The manufacturer shall have mixing equipment of comparable capacity in successful operation in the field for a minimum period of 10 years.


1.3 Design:

- a.  The mixer shall be capable of handling raw, screened sewage. It shall be possible to easily raise and lower the mixer without the need for personnel to enter the tank. The mixer shall be mounted on a square or rectangular guide bar system. The mixer, with its appurtenances and cable, shall be capable of continuous submergence without loss of watertight integrity to a depth of 20 m. Major mixer components excluding stand and propeller blades shall be of grey cast iron, ASTM A-48 Class 35B, or EN1561-GJL250 with smooth surfaces devoid of blow holes or other irregularities. All cast iron surfaces coming in contact with the mixed liquid shall be protected by a factory applied spray topcoat of oxiranesther (Duasolid) paint finish on the exterior of the mixer. Nuts and bolts shall be made of stainless steel AISI 316 or better.


1.4 Motor and Drive:

- a.  The mixer shall have a high efficiency synchronous speed motor with an integrated variable speed drive, housed in an air filled, watertight chamber. The motor efficiency shall be equivalent to IE4 levels. The mixer speed shall be adjustable via either remote communications or a separate operator panel. The drive shall monitor temperature and current and stop the mixer in case of overload. The stator windings and stator leads shall be insulated with moisture resistant Class H (180°C) insulation. The stator shall be trickle impregnated with Class H varnish and shall be force fitted into the stator housing. The motor shall be capable of an unlimited number starts per hour.


1.5 Gear Unit:

- a.  The gear box shall be of a two-stage helical type equipped with high precision, low loaded gears. The motor shaft shall be provided with an integral driving gear. The intermediate shaft shall rotate in two spherical roller bearings and contain a second driving gear. The propeller shaft shall contain the second driven gear and rotate in one single row and one double row angular contact ball bearing or roller bearing.


1.6 Cable Entry:

- a.  The cable entry seal shall consist of cylindrical elastomer bushings, without epoxies, silicones or other secondary sealing systems.


1.7 Bearings:

- a.  The motor shaft shall rotate on two permanently lubricated bearings. The inner bearing shall be single row deep groove ball bearing and the main bearing a spherical roller bearing.



1.8 Mechanical Seals:

- a.  Each mixer shall have an oil chamber for the shaft sealing system, and a second separate oil chamber for the gear box. Plugs for drainage and inspection of the oil shall be easily accessible from the outside. Each mixer shall be provided with three seals to separate the various parts of the mixer. The outer seal on the propeller shaft shall be a mechanical seal made of corrosion resistant cemented carbide (WCCR). The seals shall operate in an oil reservoir that hydrodynamically lubricates the seal faces at a constant rate. Only the seal faces of the outer seal shall be exposed to the mixed media. The inner seal on the propeller shaft shall be a nitrile rubber lip seal isolating the propeller shaft oil chamber from the gear box oil chamber. The third seal shall be a Viton rubber lip seal mounted on the motor shaft to isolate the gear box oil chamber from the stator housing. The seals shall require neither maintenance nor adjustment.


1.9 Oil:

- a.  The oil chamber shall be filled with a medical white oil of paraffin type. The oil shall be free from aromatic hydrocarbons and be approved according to FDA 172.878. The gear box chamber shall be filled with a gear box oil of type Mobilgear 630 or similar.


1.10 Propeller and Propeller Shaft:

- a.  The propeller shaft shall be made of stainless-steel ASTM/AISI 431 or EN10088-3-1.4057, or comparable.
- b.  The propeller shall consist of fiberglass reinforced polyurethane blades each integrated with stainless steel shaft for mounting in a cast iron hub. Each blade shall be mounted into a socket in the side of the hub. The propeller shaft shall be bolted axially to the hub. The propeller blade shape shall be a clogging-resistant, back-swept design which starts at the hub leaving no part of the shaft exposed.


1.11 Product Testing:

- a.  The manufacturer shall have the capability of acceptance testing the mixer regarding thrust and power according to ISO 21630:2007, on request. The mixer manufacturer shall perform the following inspections and tests on each mixer before shipment from the factory and (on request) be able to provide a written report stating that the following steps have been done for each mixer at time of shipment:
- 1. Motor insulation test for detection of insulation defects.
 - 2. Tightness test of the assembled mixer using a vacuum method.
 - 3. Dry-run test to establish mechanical integrity and correct rotation.


1.12 Mixer Positioning:

- a.  Manufacturer shall analyze the configuration of the City's tank(s), and provide detailed recommendations, in the form of a drawing showing the optimal placement and orientation of the mixer(s) being offered for the specific tank and application (To be included with bid).


1.13 Mounting:

- a.  The mounting system is to be of a bottom mounted tripod, guide bar type in either 304 or 316 stainless steel. The bottom mounted tripod guide bar is needed to provide maximum flexibility in placing the mixer in the optimal position within the tank. The tripod guide bar must be 4" x 4" and able to fully support the mixers weight and designed to resist all forces on the mixer during operation without deflection or damage. The tripod guide bar must be configured to allow for easy lifting of the mixer by davit crane / cable up the guide bar and out of the tank for servicing without draining the tank. When the mixer is in place, it should rest on a support arm designed to carry the mixers full weight and minimize movement from unbalanced or intermittent torsional forces.


1.14 On-Site Services:

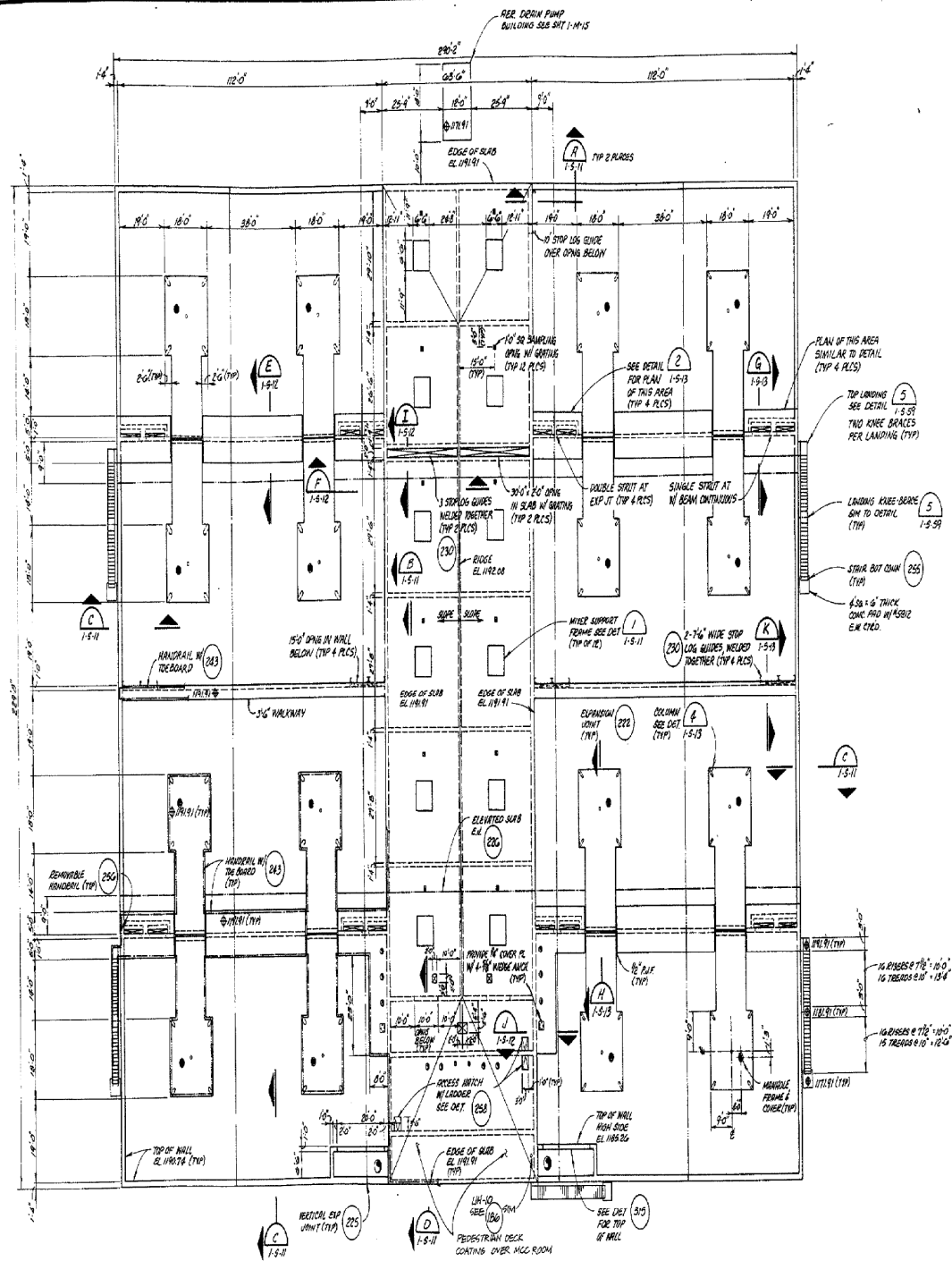
- a.  The manufacturer, or their representative, is to verify proper installation and positioning of the mixer upon start-up and provide five (5) operators with on-site training on how to operate and maintain the mixer(s).

1.15 Warranty Requirements:

- a.  Qualifying bids shall include the following warranty requirements:
- Warranty shall be one year from the date of installation or manufacturer's warranty, whichever is greater.
 - Warranty shall include all parts, labor, and transportation of parts to the location of the warranty service center
 - Successful vendor shall be responsible for warranty administration of entire completed unit.

1.16 Miscellaneous Requirements:

- a.  In addition to meeting all Mixer Specification requirements, qualifying bids shall include the following submittal information:
- A detailed set of installation instructions including a contact name and telephone number for technical support
 - The manufacturer shall have the capability of acceptance testing the mixer regarding thrust and power according to ISO 21630:2007



TOP PLAN
1/6"=1'-0"



DESIGN	J. M. LARSON
BY	R. E. ROSS
CHECK	S. M. PITKIN
APPROVED	J. M. LARSON
NO.	
DATE	
REVISION	
BY	
APPROVED	

VERTICAL SCALE
1"=1'-0"
HORIZONTAL SCALE
1"=1'-0"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

WASTEWATER TREATMENT PLANT
IMPROVEMENTS
FAYETTEVILLE, ARKANSAS

AERATION BASINS
TOP PLAN





Jack Tyler Engineering, Inc.

6112 Patterson Rd

Little Rock, AR 72209

Office: 501-562-2296

Toll Free: 800-562-2296

Monday, July 12, 2021

TO: CITY OF FAYETTEVILLE, AR

ATTN: AMANDA BEILFUSS

SUBJECT: BID 21-63, ANOXIC MIXERS

QUOTATION #07122021GWB

Jack Tyler Engineering, Inc. is pleased to offer the following items for your inclusion in the above referenced project. If you wish for us to supply any items not listed below, please inform us as soon as possible. Please continue reading below for our detailed scope of supply. We look forward to working with you.

SIX (6) FLYGT MIXERS MODEL 4320, 1.5HP 3 BLADE 2.0M, 460V/3PH

SIX (6) FLYGT MIXER TRIPOD STANDS, 51" CENTERLINE 20', 304SS

SIX (6) MINICAS II TEMPERATURE AND SEAL FAIL CONTROLLER W/ SOCKETS

PRICE FOR ABOVE:\$220,384.00

FOB: JOBSITE, FREIGHT INCLUDED

TERMS: SUBJECT TO JACK TYLER ENGINEERING TERMS AND CONDITIONS OF SALE.

PRICE INCLUDES ONE FULL DAY OF STARTUP AND TRAINING BY JACK TYLER ENGINEERING ASSOCIATE.

THANK YOU FOR REVIEWING OUR OFFERING. ANY ITEMS NOT SPECIFICALLY LISTED ABOVE WILL NOT BE SUPPLIED BY JACK TYLER ENGINEERING UNLESS AGREED UPON BY APPROVED WRITTEN NOTICE.

Respectfully Submitted,

Greg Wethington
Project Coordinator
Jack Tyler Engineering, Inc.



Let's Solve
Water

Xylem Water Solutions USA, Inc.
2310 McDaniel Drive, Carrollton, TX 75006

July 12, 2021

From:
Xylem Flygt

To: City of Fayetteville,
Arkansas
Attn: Amanda Beilfuss, Purchasing Agent

Re: Noland CPCS mixer proposal for Bid 21-63, Anoxic
Mixers

Mixer Model: 4320 adaptive mixer, without jet ring, 1.5 HP 3 blade 3 ph/460V motor

Dear Amanda,

This letter is being written to confirm the placement and orientation of the proposed mixers in the existing aeration basins. Per Flygt's recommendations, a mixer is strategically placed along the wall near the corner of a square or rectangular tank. The mixer is aimed towards the opposite wall at an angle approximately 30 degrees off the wall to create the most efficient bulk flow of the jet stream. This positioning will allow the fluid to be mixed most effectively, and minimize any dead zones (short circuiting) in the tank.

The decision has been made to mount the mixer in the CENTER of the basin since there is an existing hatch opening there, and to avoid cutting into the roof to mount the mixer in the *preferred* location near the corner. This will save on construction costs. Although this is not the optimal placement of the mixer, we feel that the positioning as shown on the attached concept drawing will produce the best possible mixing scenario. The arrows show the direction of the mixer propeller, which basically bisects the incoming flow into the tank and helps create the ideal mixing effect.

Please let us know if you have any questions.

Thank you,

A handwritten signature in black ink, reading "Patrick X. Palacios".

Patrick X. Palacios, P.E.

Applications Engineer, Xylem Flygt

MIXING SELECTION REPORT

Quote Number: 3556-210323-007 (Rev. 0)
Project:
Position:

INPUT DATA

Wastewater Treatment > Biological Treatment Mixing

Biological Treatment	Anox or Anaerobe or Deox - No Aeration
Type of pre-treatment	No screening or screen > ½ inch
Outlet location in tank	Top
Recommended average velocity	1.05 ft/s
Accept recommended avg. velocity	Yes
Inflow (to mix)	2100 USgpm
RAS - (Return Activated Sludge)	undefined USgpm
Internal Recycle	undefined USgpm
Total through flow	2100 USgpm

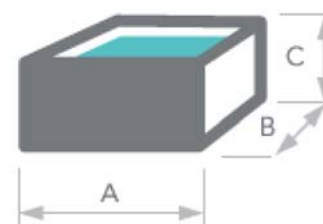
PRODUCT DATA

Mixer type	4320 without Jetring
Number of mixers	1
Thrust produced/mixer	875 N
Total thrust produced	875 N
Total thrust required	849 N
Power uptake / mixer	0.84 kW (32 % margin to input power)
Total power uptake	0.84 kW
Propeller diameter	78.74 in
Propeller speed	21 RPM
Number of blades	3
Rec. min Submergence	1.31ft
Hub design	1
Propeller material	Polyurethane
Propeller code	V2101320

TANK DIMENSIONS

Rectangular

[A] Length	30 ft
[B] Width	30 ft
[C] Depth	19 ft



MOTOR DATA

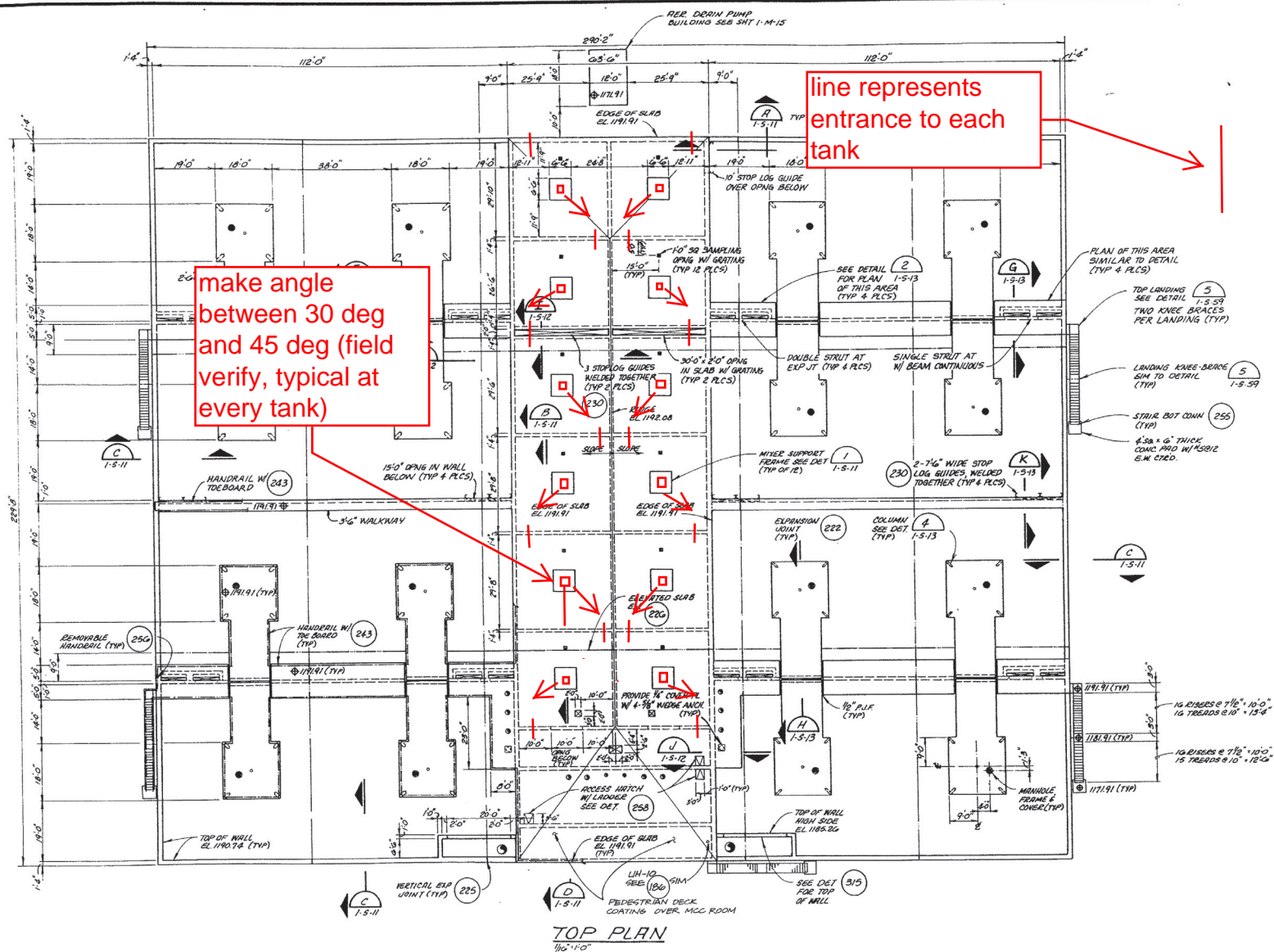
Rated Shaft Power	1.5 Hp
Mains frequency	50/60 Hz
Number Of Phases	3
Rated voltage	380 - 480 V
Number Of Poles	10
Max Input Power	1.239054042 5110503 kW
Approval	STD
Rated Temperature	40 °C / 104 °F

ISO 21630 VALUES

Nominal thrust	873 N
ISO Input Power	0.83 kW
Efficiency	1052 N/kW

Mixer performance data are based on the configuration 400 V Y for 50 Hz and 460 V Y for 60 Hz, for other configurations the data may be different. For mixer performance tolerances, refer to the mixer data chart. Xylem guarantees that the proposed mixer selection will perform the specified duty when all mixers are operating positioned according to Xylem's recommendation. The selection is a function of the input data and the supplier of the data is fully responsible for its correctness.





CH2M HILL

DESIGN: T. CHESTNUT
CHECK: R. E. BOSS
BY: S. M. PITKIN
APPROVED: J. M. LANNON

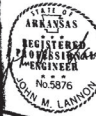
NO.	DATE	REVISION	BY	APPROVED

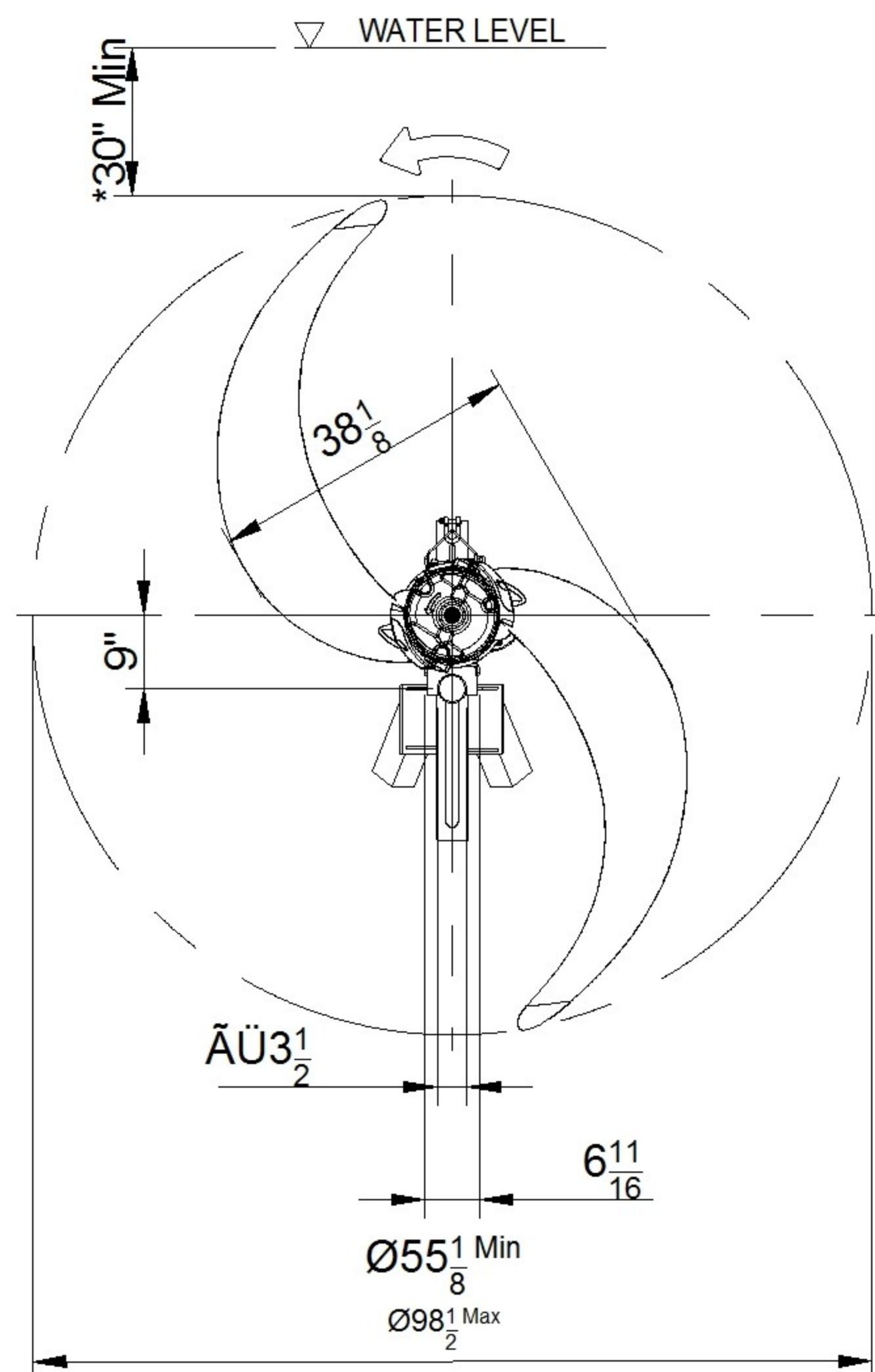
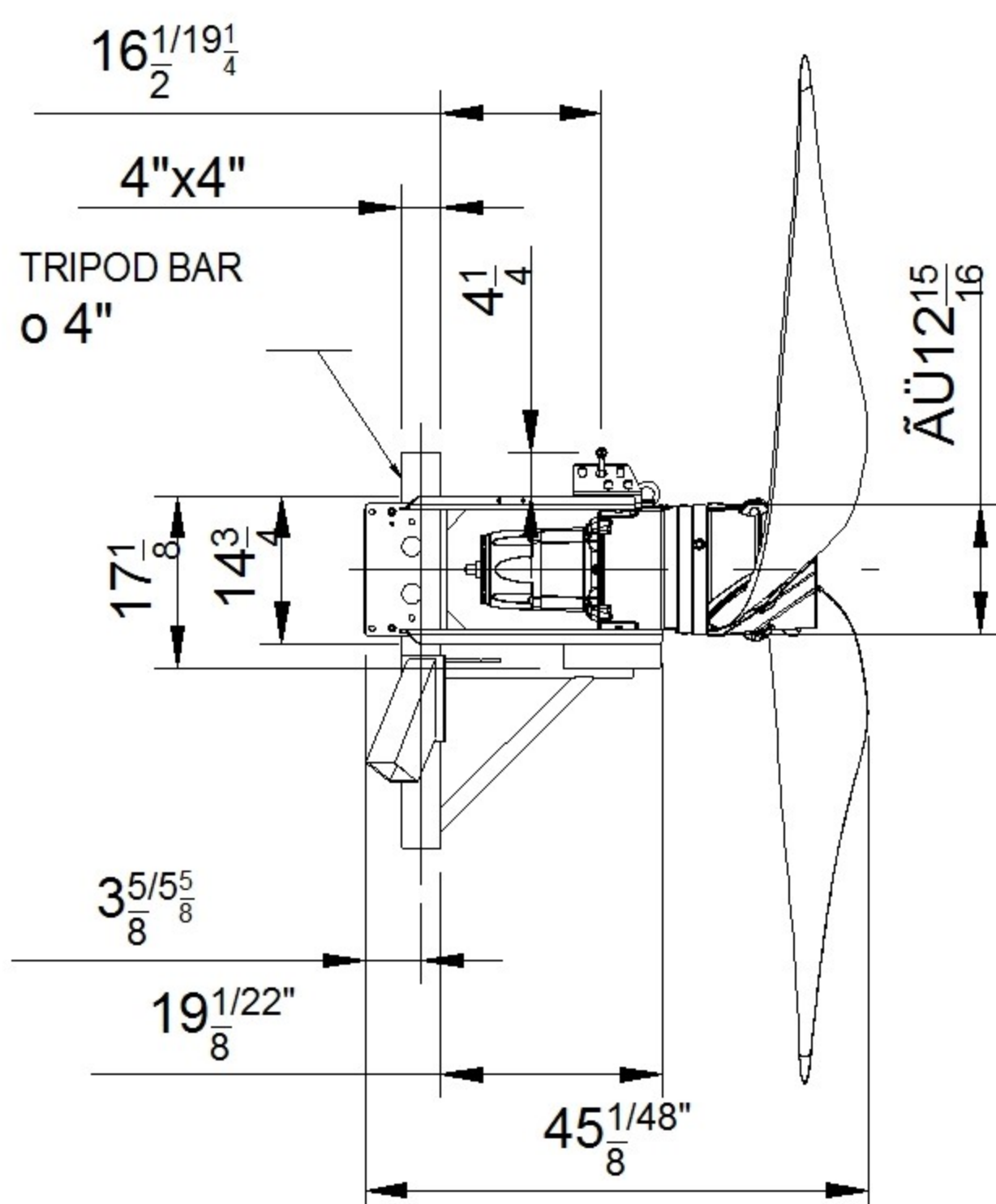
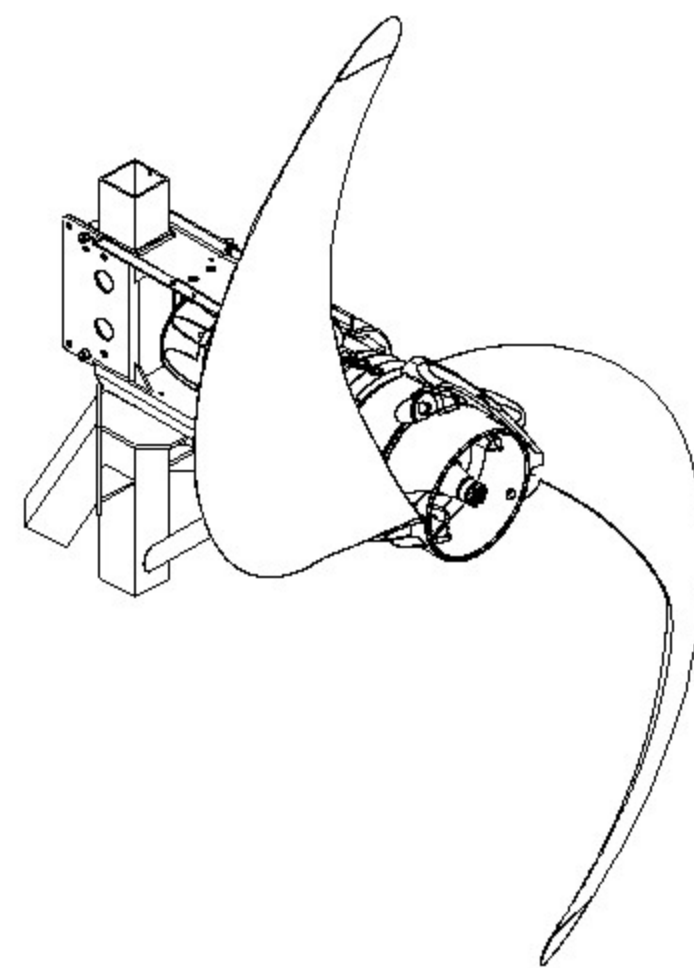
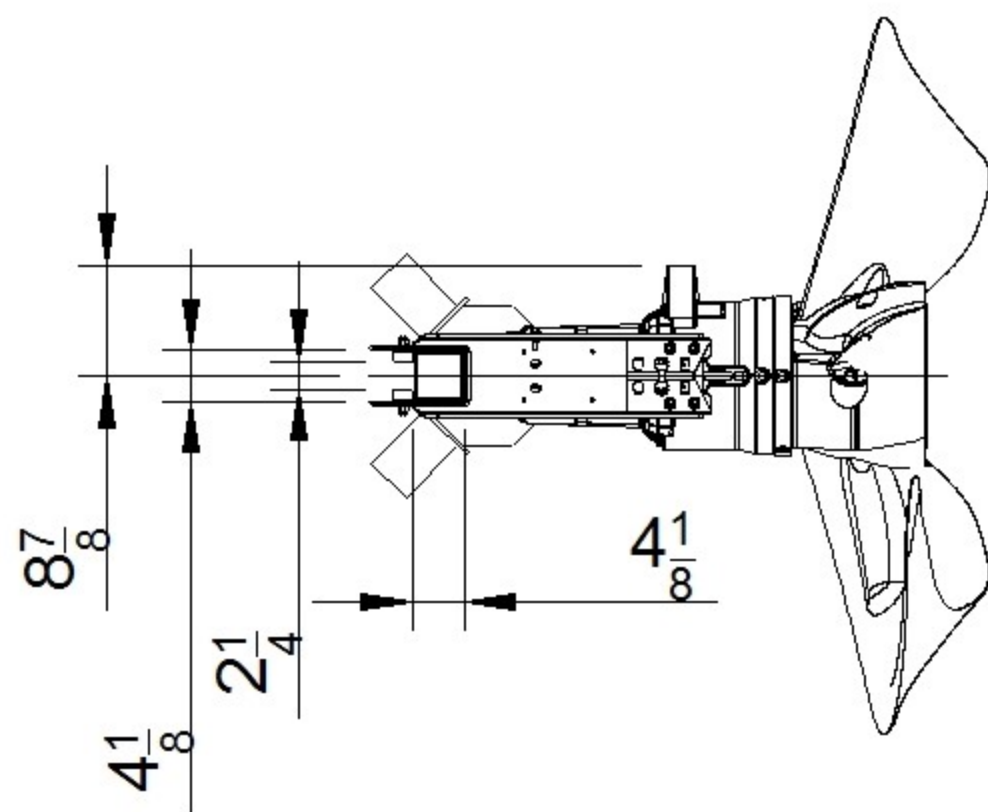
VERIFY SCALES
BAR IS ONE INCH ON ORIGINAL DRAWING.
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

WASTEWATER TREATMENT PLANT IMPROVEMENTS
FAYETTEVILLE, ARKANSAS

AERATION BASINS
TOP PLAN

SHEET 1-5
DATE: SEPT
PROJECT: MGT725





* Guidline value, minimum submergence
Can be lower depending on application and product configuration.
Contact Flygt representative for more information.

** Alt. short stand

Tolerance: Unless otherwise spec. $\pm \frac{3}{16}$

Weight (Lbs)

Mixer

610



Denomination
Dimensional drwg
SR 4320
Tripod guide bar,-2 blades polyu.

Drawn by Sors	Checked by	Date 150410
Scale 1:1	Reg no 5499	
7971800		2



JACK TYLER ENGINEERING, INCORPORATED

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

STATEMENT OF TERMS AND CONDITIONS

TERMS/PAYMENTS: Our terms of payment are net cash 15 days from date of the invoice subject to

Seller's prior credit approval. If the Buyer shall fail to make any payments in accordance with the terms and conditions of sale, the Seller, in addition to its other rights and remedies, but not in limitation thereof, may, at its option, without prior notice, cancel this order as to any undelivered products or defer shipments or deliveries hereunder, or under any other agreement between Buyer and Seller, except upon Seller's receipt of cash before shipment or such security as Seller considers satisfactory. Seller reserves the right to impose an interest charge of 16% on the balance of each invoice not paid on its due date for the period from the due date to the date of receipt of payment by Seller. In the event Buyer's failure to make timely payments to Seller results in Seller incurring additional costs, including but not limited to collection expenses and attorneys' fees, said costs shall be added to the amount due Seller from Buyer. Buyer shall have no right to any discount or retainage and shall not withhold payment as a set-off on Seller's invoice in any amount. Visa, MasterCard, Discover, and American Express credit card purchases are accepted.

SHIPMENT: The date of shipment is subject to our receiving your order with complete information at our office, final approval of any prints or drawings as may be required, credit approval, and the acceptance of your order by the company. Freight Charges are not included in the quoted price.

EXPIRATION: Quotation expires 30 days from the date of proposal and, in the interim, is subject to change without notice.

TAXES: Unless otherwise stated in the proposal, the prices quoted herein are exclusive of all sales, use and similar taxes and, wherever applicable, such taxes will be added to the invoice as separate items.

RETURNS/REFUNDS: Items wished to be returned are subject to prior approval and must be accompanied by a Return Merchandise Authorization (RMA). Items returned without proper approval and/or paperwork will be returned to the customer at their expense. Returns past 30 days of initial receipt will not be accepted.

All returned items are subject to a restocking fee. The customer's credit will be equal to the credit Jack Tyler Engineering, Inc. receives from the vendor, minus original freight and freight back to the vendor. Please note that all items must be returned to JTEI, who will return the item to the vendor. Credit will only be issued once JTEI receives credit from the vendor.

SPECIAL NOTE:

THIS PROPOSAL IS BASED ON CURRENT PRICES. EQUIPMENT IS SUBJECT TO THE SAME PERCENTAGE INCREASE AS MADE BY OUR SUPPLIERS AND THE INVOICE WILL REFLECT PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS SPECIFICALLY EXCEPTED. **WE WILL NOT ACCEPT RETAINAGE ON ANY OF OUR INVOICES!**

******* A \$50.00 minimum order charge will apply *******

WARRANTY:

"The products sold by Jack Tyler Engineering, Inc. hereunder are manufactured by others, and the only warranties that apply to these products are those of the manufacturer of the products which can be passed on by Jack Tyler Engineering, Inc. to its customers. No other warranty of any kind is given in connection with the sale of any of the above products, and JACK TYLER ENGINEERING, INC. MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AS TO ANY OTHER MATTER RESPECTING THESE PRODUCTS. Jack Tyler Engineering, Inc. shall not be liable in connection with the sale of the above products for any incidental or consequential damages of any kind."

An electronic copy of the latest version is available online at www.jteng.com.



CITY OF
FAYETTEVILLE
ARKANSAS

City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: 479.575.8258
TDD (Telecommunication Device for the Deaf): 479.521.1316

INVITATION TO BID

INVITATION TO BID: Bid 21-63, Anoxic Mixers

DEADLINE: Tuesday, July 13, 2021 before 2:00 PM, Local Time

PRE-BID MEETING: Wednesday, June 30, 2021 at 3:00 PM, via Zoom

ACCEPTABLE DELIVERY METHODS:

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

PURCHASING AGENT: Amanda Beilfuss, abeilfuss@fayetteville-ar.gov

DATE OF ISSUE AND ADVERTISEMENT: Sunday, June 27, 2021

INVITATION TO BID

Bid 21-63, Anoxic Mixers

No late bids will be accepted. Bids shall be submitted in one of the following methods: (1) through the City's third-party electronic bidding platform, Bonfire, or (2) delivering in person via sealed envelope to the City of Fayetteville Purchasing Division. 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: JACK TYLER ENGINEERING, INC.

Contact Person: GREG WETHINGTON Title: PROJECT MANAGER

E-Mail: AWETHINGTON@JTENG.COM Phone: 501-562-2296

Business Address: 6112 PATTERSON RD

City: LITTLE ROCK State: AR Zip: 72209

Signature:  Date: 7-12-21

City of Fayetteville
Bid 21-63, Anoxic Mixers
Advertisement

City of Fayetteville, Arkansas
INVITATION TO BID
Bid 21-63, Anoxic Mixers

The City is seeking bids from qualified vendors for the purchase of six (6) submersible anoxic mixers to be located at the Paul R. Noland Water Recovery and Reuse Facility (WRRF). This bid is for the purchase of equipment only; Installation will be the responsibility of the City. Any questions concerning the bidding process should be addressed to Amanda Beilfuss, City of Fayetteville Purchasing Agent, at abeilfuss@fayetteville-ar.gov or by calling (479)575-8258.

A non-mandatory Pre-Bid meeting will be held Wednesday, June 30, 2021 at 3:00 PM virtually via Zoom. Information regarding the pre-bid meeting is available on the project page on the City's electronic bidding platform. All interested parties are encouraged to attend. Plan holder listing can be found on the electronic bidding portal by viewing the listing titled document takers.

Bidding documents and addenda shall be obtained at the City of Fayetteville Purchasing Division's electronic bidding platform at www.fayetteville-ar.gov/bids. All bids shall be received by **Tuesday, July 13, 2021 before 2:00 PM, Local Time** utilizing the electronic bidding software or by submitting a sealed physical bid to the City of Fayetteville, Purchasing Division address listed below. All bids are due before the time stated. 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.

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 of time which shall not exceed beyond ninety calendar days from the bid opening date.

City of Fayetteville
By: Amanda Beilfuss, Purchasing Agent
P: 479.575.8258
abeilfuss@fayetteville-ar.gov

TDD (Telecommunications Device for the Deaf): (479) 521-1316

Date of advertisement: 06/27/2021

Refer to the City's electronic bidding platform to submit bid pricing electronically.

Contact the City Purchasing Division to submit a physical sealed bid.

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.



_____ 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: JACK TYLER ENGINEERING, INC.

Purchase Order/Payments shall be issued to this name
*D/B/A or Corporation Name JACK TYLER ENGINEERING, INC.

*BUSINESS ADDRESS: 6112 PATTERSON RD

*CITY: LITTLE ROCK *STATE: AR *ZIP: 72209

*PHONE: 501-562-2296 FAX: _____

*E-MAIL: AWETHINGTON@JTENG.COM

*BY: (PRINTED NAME) GREG WETHINGTON

*AUTHORIZED SIGNATURE: 

*TITLE: PROJECT MANAGER

DUNS NUMBER: 00-708-3954 CAGE NUMBER: 25411

*TAX ID NUMBER: 71-0833610

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.

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. All bids shall be received by the deadline, utilizing the electronic bidding software or as stated in the bid advertisement. 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 Amanda Beilfuss, 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) 575-8258 to ensure 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 Les McGaugh immediately via telephone (479.575.8258) or e-mail (abeilfuss@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 Amanda Beilfuss, City of Fayetteville, Purchasing Agent via e-mail (abeilfuss@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.

ANOXIC MIXERS – TECHNICAL SPECIFICATIONS

**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.

DELIVERY LOCATION & INFORMATION

Paul R Noland Wastewater Treatment Facility

1400 N Fox Hunter Rd - Fayetteville, AR

Paul R. Noland WRRF – Anoxic Mixers & W3 Pump Replacement


1.0 Scope:

This bid is for the purchase of equipment only; Installation will be the responsibility of the city. The Anoxic Mixers at the Paul R Noland WRRF are an integral part of the treatment process, providing mixing energy for the anoxic zone in the aeration basin. The current mixers have exceeded their useful life and the City of Fayetteville desires to change the configuration of the mixers. The current mixers are Lightning vertical shaft mixers. **This specification will be identifying horizontal mixers.**


The Lightning mixers are divided into two trains of six basins each. The mixers are mounted on the top deck through square openings in the center of each basin. The vertical shafts descend into the basin and mix the contents of the anoxic basin. The influent moves sequentially, through alternating openings at the end of each basin until with enters the main aeration basin.

This bid will encompass six (6) mixers. The successful bidder shall provide a mixing strategy to obtain the best mixing energy at the lowest energy consumption. The bid will be dependent on total cost for the mixers, including mounting hardware and controllers. The mixers will be mounted in a submerged position in the middle of each basin.


1.1 General Requirements:

- a.  Furnish 6 submersible mixer(s). Each mixer shall have a submersible electric motor with rated power 1.1 kW, connected for operation to the following power supply: 460 volts, 3 phase, 60 Hz. The mixer shall be capable of delivering a thrust of 875 N (newtons) at the propeller speed 21 rpm and propeller diameter 200 mm. The mixer shall be designed for continuous duty in handling mixed media of a maximum temperature of 40°C. The mixer shall be equipped with a submersible cable, sized according to IEC standard, having a chlorinated polyethylene rubber jacket, and having a length of 20 meters.


1.2 Manufacturer Requirements:

- a.  The mixer specified herein shall be the design and fabrication of a single manufacturer which shall have sole source responsibility for said equipment. The manufacturer shall have mixing equipment of comparable capacity in successful operation in the field for a minimum period of 10 years.


1.3 Design:

- a.  The mixer shall be capable of handling raw, screened sewage. It shall be possible to easily raise and lower the mixer without the need for personnel to enter the tank. The mixer shall be mounted on a square or rectangular guide bar system. The mixer, with its appurtenances and cable, shall be capable of continuous submergence without loss of watertight integrity to a depth of 20 m. Major mixer components excluding stand and propeller blades shall be of grey cast iron, ASTM A-48 Class 35B, or EN1561-GJL250 with smooth surfaces devoid of blow holes or other irregularities. All cast iron surfaces coming in contact with the mixed liquid shall be protected by a factory applied spray topcoat of oxiranesther (Duasolid) paint finish on the exterior of the mixer. Nuts and bolts shall be made of stainless steel AISI 316 or better.


1.4 Motor and Drive:

- a.  The mixer shall have a high efficiency synchronous speed motor with an integrated variable speed drive, housed in an air filled, watertight chamber. The motor efficiency shall be equivalent to IE4 levels. The mixer speed shall be adjustable via either remote communications or a separate operator panel. The drive shall monitor temperature and current and stop the mixer in case of overload. The stator windings and stator leads shall be insulated with moisture resistant Class H (180°C) insulation. The stator shall be trickle impregnated with Class H varnish and shall be force fitted into the stator housing. The motor shall be capable of an unlimited number starts per hour.


1.5 Gear Unit:

- a.  The gear box shall be of a two-stage helical type equipped with high precision, low loaded gears. The motor shaft shall be provided with an integral driving gear. The intermediate shaft shall rotate in two spherical roller bearings and contain a second driving gear. The propeller shaft shall contain the second driven gear and rotate in one single row and one double row angular contact ball bearing or roller bearing.


1.6 Cable Entry:

- a.  The cable entry seal shall consist of cylindrical elastomer bushings, without epoxies, silicones or other secondary sealing systems.


1.7 Bearings:

- a.  The motor shaft shall rotate on two permanently lubricated bearings. The inner bearing shall be single row deep groove ball bearing and the main bearing a spherical roller bearing.



1.8 Mechanical Seals:

- a.  Each mixer shall have an oil chamber for the shaft sealing system, and a second separate oil chamber for the gear box. Plugs for drainage and inspection of the oil shall be easily accessible from the outside. Each mixer shall be provided with three seals to separate the various parts of the mixer. The outer seal on the propeller shaft shall be a mechanical seal made of corrosion resistant cemented carbide (WCCR). The seals shall operate in an oil reservoir that hydrodynamically lubricates the seal faces at a constant rate. Only the seal faces of the outer seal shall be exposed to the mixed media. The inner seal on the propeller shaft shall be a nitrile rubber lip seal isolating the propeller shaft oil chamber from the gear box oil chamber. The third seal shall be a Viton rubber lip seal mounted on the motor shaft to isolate the gear box oil chamber from the stator housing. The seals shall require neither maintenance nor adjustment.


1.9 Oil:

- a.  The oil chamber shall be filled with a medical white oil of paraffin type. The oil shall be free from aromatic hydrocarbons and be approved according to FDA 172.878. The gear box chamber shall be filled with a gear box oil of type Mobilgear 630 or similar.


1.10 Propeller and Propeller Shaft:

- a.  The propeller shaft shall be made of stainless-steel ASTM/AISI 431 or EN10088-3-1.4057, or comparable.
- b.  The propeller shall consist of fiberglass reinforced polyurethane blades each integrated with stainless steel shaft for mounting in a cast iron hub. Each blade shall be mounted into a socket in the side of the hub. The propeller shaft shall be bolted axially to the hub. The propeller blade shape shall be a clogging-resistant, back-swept design which starts at the hub leaving no part of the shaft exposed.


1.11 Product Testing:

- a.  The manufacturer shall have the capability of acceptance testing the mixer regarding thrust and power according to ISO 21630:2007, on request. The mixer manufacturer shall perform the following inspections and tests on each mixer before shipment from the factory and (on request) be able to provide a written report stating that the following steps have been done for each mixer at time of shipment:
- 1. Motor insulation test for detection of insulation defects.
 - 2. Tightness test of the assembled mixer using a vacuum method.
 - 3. Dry-run test to establish mechanical integrity and correct rotation.


1.12 Mixer Positioning:

- a.  Manufacturer shall analyze the configuration of the City's tank(s), and provide detailed recommendations, in the form of a drawing showing the optimal placement and orientation of the mixer(s) being offered for the specific tank and application (To be included with bid).


1.13 Mounting:

- a.  The mounting system is to be of a bottom mounted tripod, guide bar type in either 304 or 316 stainless steel. The bottom mounted tripod guide bar is needed to provide maximum flexibility in placing the mixer in the optimal position within the tank. The tripod guide bar must be 4" x 4" and able to fully support the mixers weight and designed to resist all forces on the mixer during operation without deflection or damage. The tripod guide bar must be configured to allow for easy lifting of the mixer by davit crane / cable up the guide bar and out of the tank for servicing without draining the tank. When the mixer is in place, it should rest on a support arm designed to carry the mixers full weight and minimize movement from unbalanced or intermittent torsional forces.


1.14 On-Site Services:

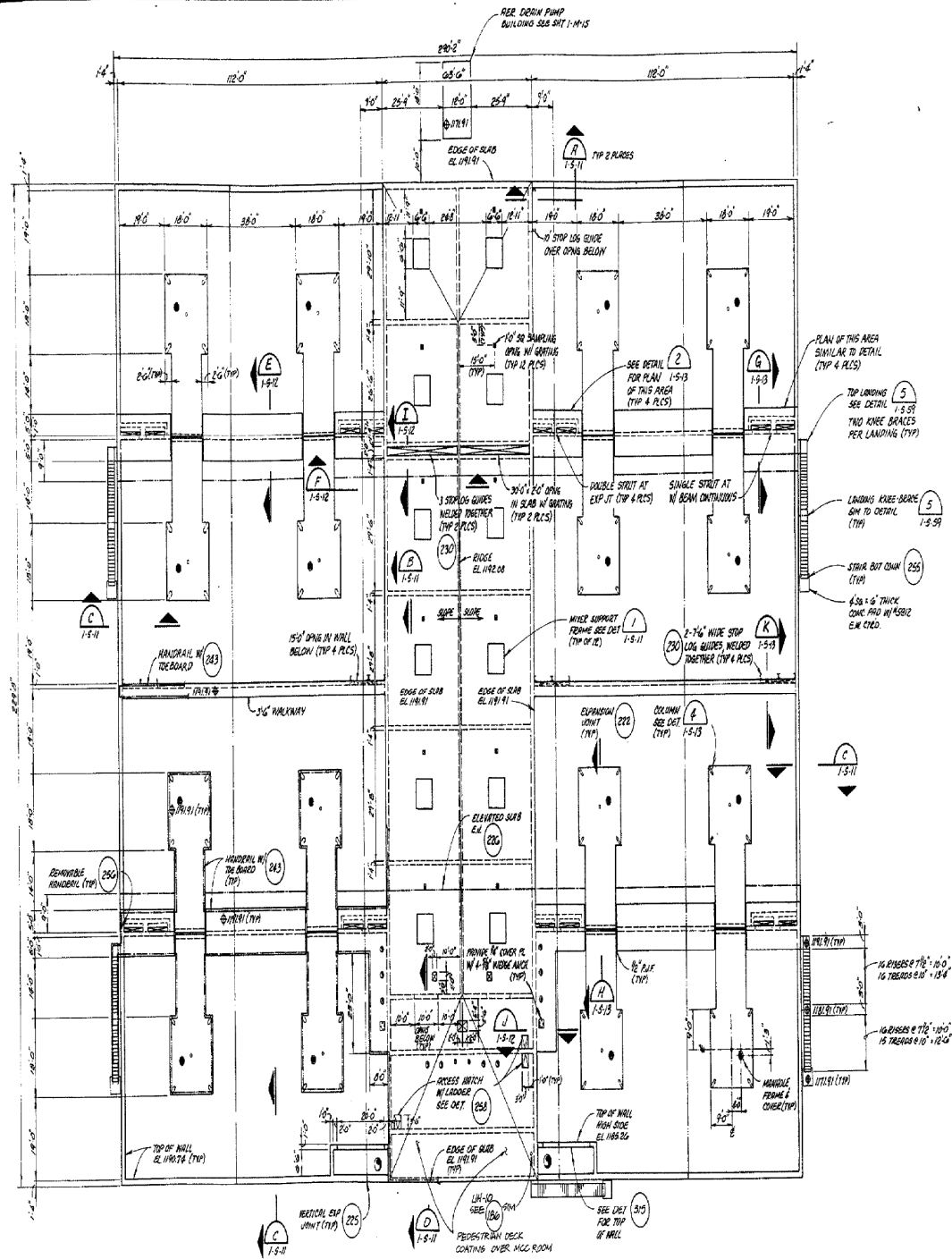
- a.  The manufacturer, or their representative, is to verify proper installation and positioning of the mixer upon start-up and provide five (5) operators with on-site training on how to operate and maintain the mixer(s).

1.15 Warranty Requirements:

- a.  Qualifying bids shall include the following warranty requirements:
- Warranty shall be one year from the date of installation or manufacturer's warranty, whichever is greater.
 - Warranty shall include all parts, labor, and transportation of parts to the location of the warranty service center
 - Successful vendor shall be responsible for warranty administration of entire completed unit.

1.16 Miscellaneous Requirements:

- a.  In addition to meeting all Mixer Specification requirements, qualifying bids shall include the following submittal information:
- A detailed set of installation instructions including a contact name and telephone number for technical support
 - The manufacturer shall have the capability of acceptance testing the mixer regarding thrust and power according to ISO 21630:2007



TOP PLAN
1/6"=1'-0"

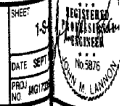


DESIGN	J. M. LARSON
BY	R. E. ROSS
CHECK	S. M. PITKIN
APPROVED	J. M. LARSON
NO.	
DATE	
REVISION	
BY	
APPROVED	

VERTICAL SCALE
1"=1'-0"
HORIZONTAL SCALE
1"=1'-0"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

WASTEWATER TREATMENT PLANT
IMPROVEMENTS
FAYETTEVILLE, ARKANSAS

AERATION BASINS
TOP PLAN





Jack Tyler Engineering, Inc.

6112 Patterson Rd

Little Rock, AR 72209

Office: 501-562-2296

Toll Free: 800-562-2296

Monday, July 12, 2021

TO: CITY OF FAYETTEVILLE, AR

ATTN: AMANDA BEILFUSS

SUBJECT: BID 21-63, ANOXIC MIXERS

QUOTATION #07122021GWB

Jack Tyler Engineering, Inc. is pleased to offer the following items for your inclusion in the above referenced project. If you wish for us to supply any items not listed below, please inform us as soon as possible. Please continue reading below for our detailed scope of supply. We look forward to working with you.

SIX (6) FLYGT MIXERS MODEL 4320, 1.5HP 3 BLADE 2.0M, 460V/3PH

SIX (6) FLYGT MIXER TRIPOD STANDS, 51" CENTERLINE 20', 304SS

SIX (6) MINICAS II TEMPERATURE AND SEAL FAIL CONTROLLER W/ SOCKETS

PRICE FOR ABOVE:\$220,384.00

FOB: JOBSITE, FREIGHT INCLUDED

TERMS: SUBJECT TO JACK TYLER ENGINEERING TERMS AND CONDITIONS OF SALE.

PRICE INCLUDES ONE FULL DAY OF STARTUP AND TRAINING BY JACK TYLER ENGINEERING ASSOCIATE.

THANK YOU FOR REVIEWING OUR OFFERING. ANY ITEMS NOT SPECIFICALLY LISTED ABOVE WILL NOT BE SUPPLIED BY JACK TYLER ENGINEERING UNLESS AGREED UPON BY APPROVED WRITTEN NOTICE.

Respectfully Submitted,

Greg Wethington
Project Coordinator
Jack Tyler Engineering, Inc.



Let's Solve
Water

Xylem Water Solutions USA, Inc.
2310 McDaniel Drive, Carrollton, TX 75006

July 12, 2021

From:
Xylem Flygt

To: City of Fayetteville,
Arkansas
Attn: Amanda Beilfuss, Purchasing Agent

Re: Noland CPCS mixer proposal for Bid 21-63, Anoxic
Mixers

Mixer Model: 4320 adaptive mixer, without jet ring, 1.5 HP 3 blade 3 ph/460V motor

Dear Amanda,

This letter is being written to confirm the placement and orientation of the proposed mixers in the existing aeration basins. Per Flygt's recommendations, a mixer is strategically placed along the wall near the corner of a square or rectangular tank. The mixer is aimed towards the opposite wall at an angle approximately 30 degrees off the wall to create the most efficient bulk flow of the jet stream. This positioning will allow the fluid to be mixed most effectively, and minimize any dead zones (short circuiting) in the tank.

The decision has been made to mount the mixer in the CENTER of the basin since there is an existing hatch opening there, and to avoid cutting into the roof to mount the mixer in the *preferred* location near the corner. This will save on construction costs. Although this is not the optimal placement of the mixer, we feel that the positioning as shown on the attached concept drawing will produce the best possible mixing scenario. The arrows show the direction of the mixer propeller, which basically bisects the incoming flow into the tank and helps create the ideal mixing effect.

Please let us know if you have any questions.

Thank you,

A handwritten signature in black ink, reading "Patrick X. Palacios".

Patrick X. Palacios, P.E.

Applications Engineer, Xylem Flygt

MIXING SELECTION REPORT

Quote Number: 3556-210323-007 (Rev. 0)
Project:
Position:

INPUT DATA

Wastewater Treatment > Biological Treatment Mixing

Biological Treatment	Anox or Anaerobe or Deox - No Aeration
Type of pre-treatment	No screening or screen > ½ inch
Outlet location in tank	Top
Recommended average velocity	1.05 ft/s
Accept recommended avg. velocity	Yes
Inflow (to mix)	2100 USgpm
RAS - (Return Activated Sludge)	undefined USgpm
Internal Recycle	undefined USgpm
Total through flow	2100 USgpm

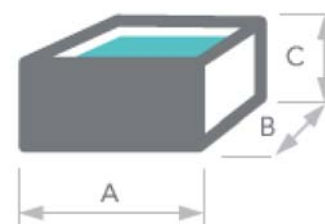
PRODUCT DATA

Mixer type	4320 without Jetring
Number of mixers	1
Thrust produced/mixer	875 N
Total thrust produced	875 N
Total thrust required	849 N
Power uptake / mixer	0.84 kW (32 % margin to input power)
Total power uptake	0.84 kW
Propeller diameter	78.74 in
Propeller speed	21 RPM
Number of blades	3
Rec. min Submergence	1.31ft
Hub design	1
Propeller material	Polyurethane
Propeller code	V2101320

TANK DIMENSIONS

Rectangular

[A] Length	30 ft
[B] Width	30 ft
[C] Depth	19 ft



MOTOR DATA

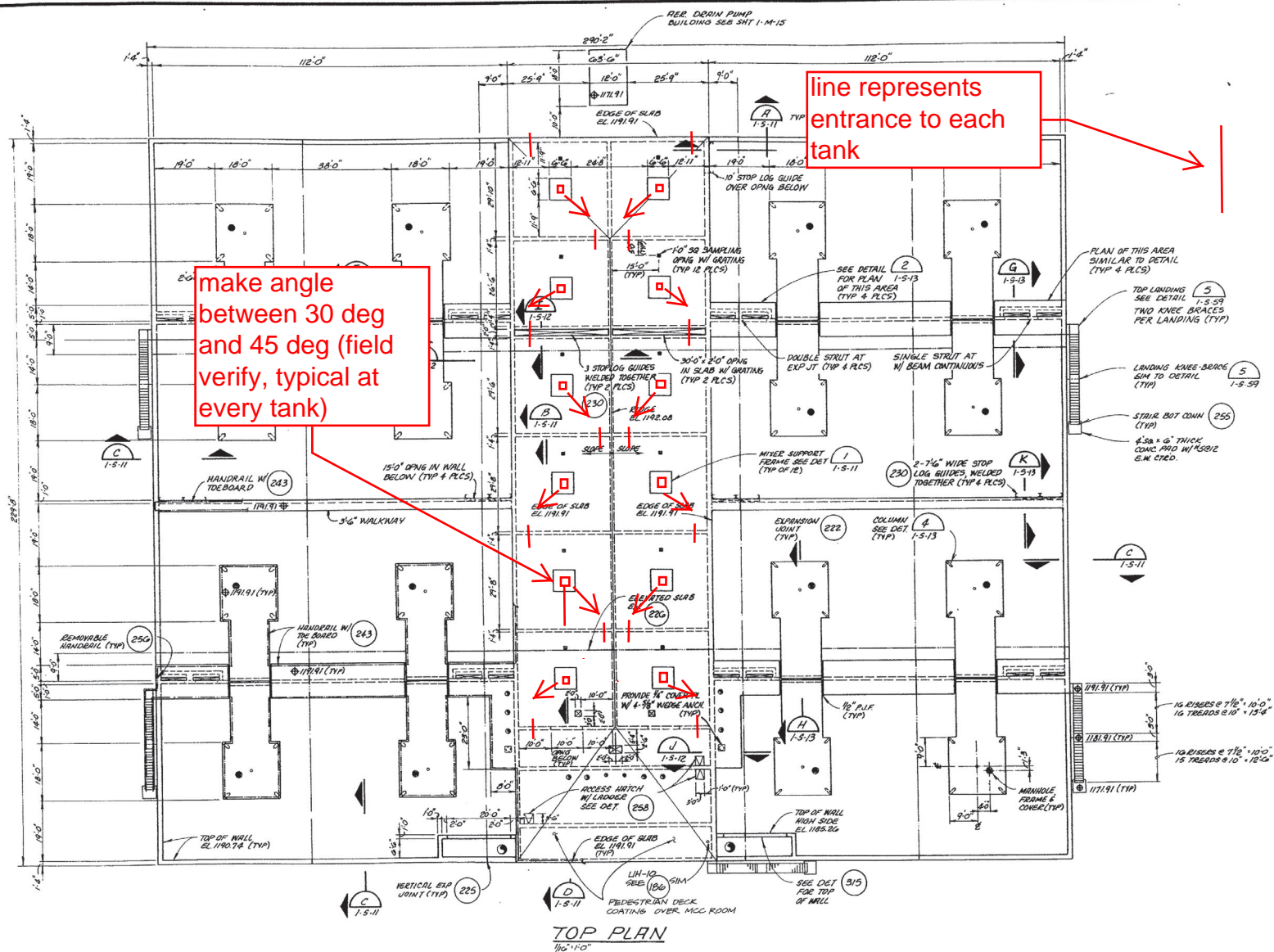
Rated Shaft Power	1.5 Hp
Mains frequency	50/60 Hz
Number Of Phases	3
Rated voltage	380 - 480 V
Number Of Poles	10
Max Input Power	1.239054042 5110503 kW
Approval	STD
Rated Temperature	40 °C / 104 °F

ISO 21630 VALUES

Nominal thrust	873 N
ISO Input Power	0.83 kW
Efficiency	1052 N/kW

Mixer performance data are based on the configuration 400 V Y for 50 Hz and 460 V Y for 60 Hz, for other configurations the data may be different. For mixer performance tolerances, refer to the mixer data chart. Xylem guarantees that the proposed mixer selection will perform the specified duty when all mixers are operating positioned according to Xylem's recommendation. The selection is a function of the input data and the supplier of the data is fully responsible for its correctness.





TOP PLAN
1/10" = 1'-0"



CH2M HILL

DESIGN: T. CHESTNUT
CHECK: S.M. PITKIN
APPROVED: J.M. LANNON

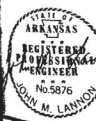
NO.	DATE	REVISION	BY	APPROVED

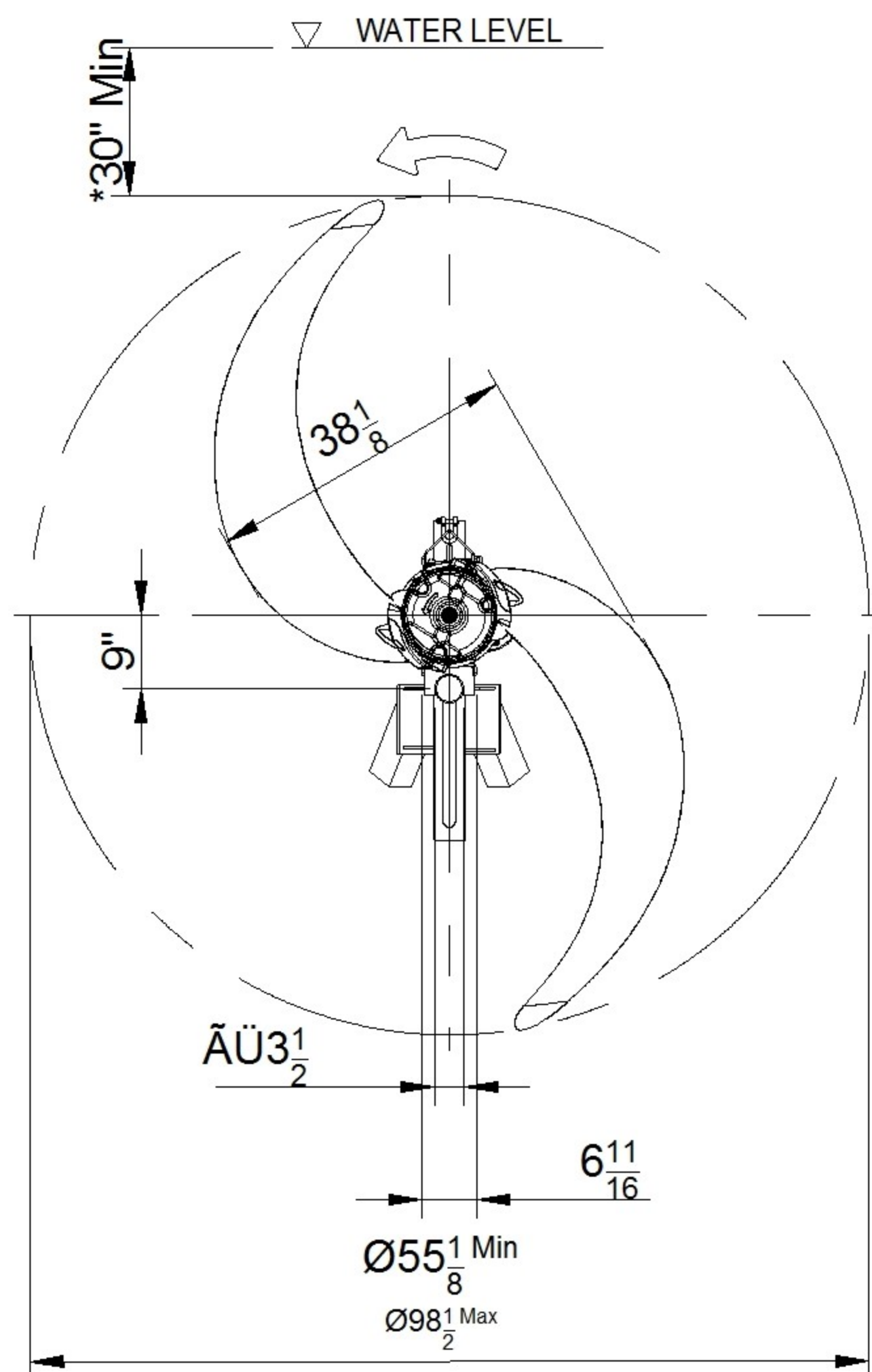
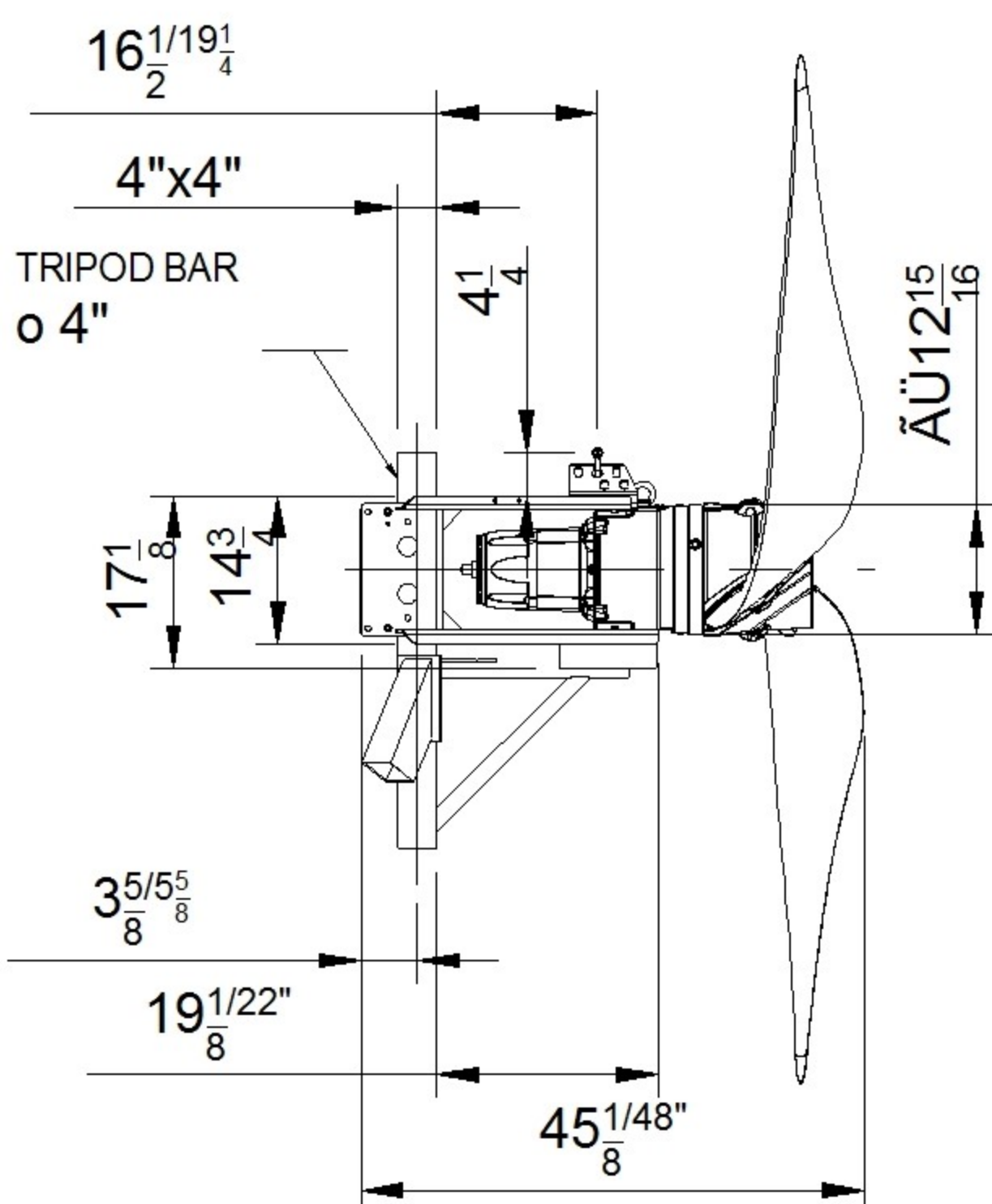
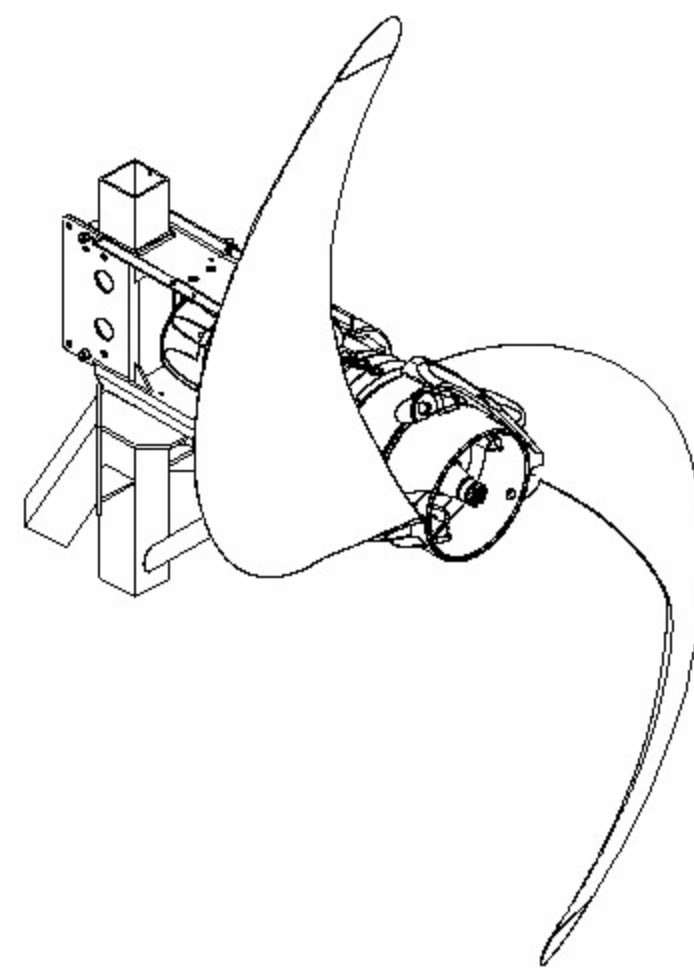
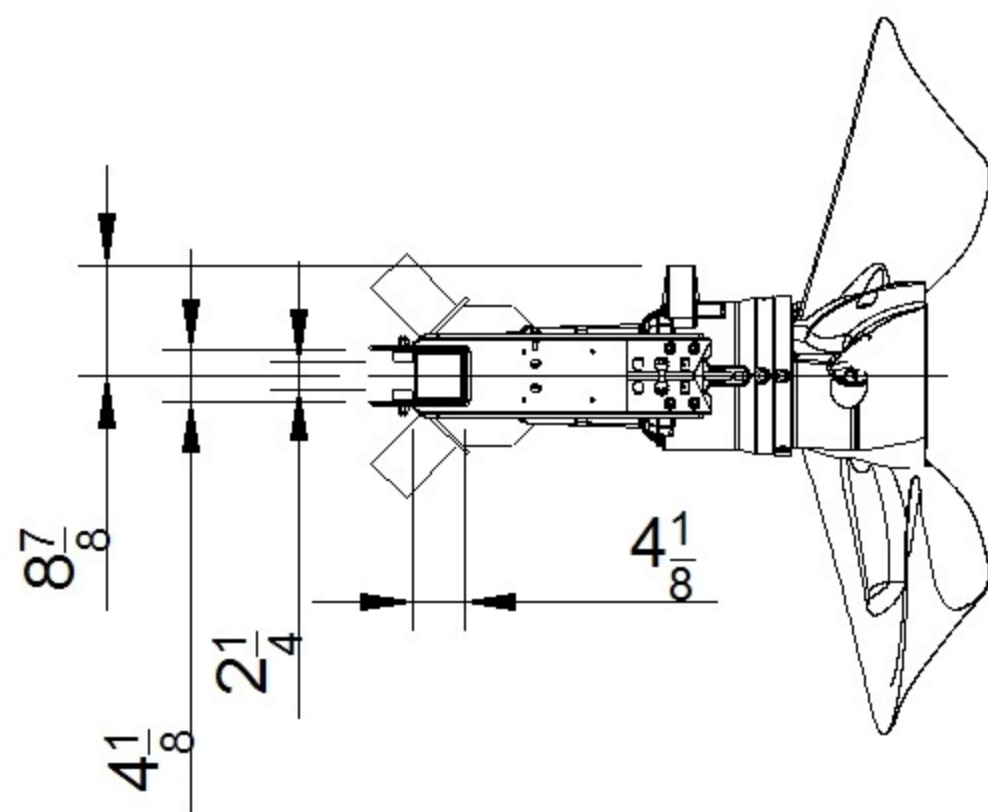
VERIFY SCALES
BAR IS ONE INCH ON ORIGINAL DRAWING.
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

WASTEWATER TREATMENT PLANT
IMPROVEMENTS
FAYETTEVILLE, ARKANSAS

AERATION BASINS
TOP PLAN

SHEET 1-5
DATE: SEPT
PROJECT NO. MGT725





* Guidline value, minimum submergence
Can be lower depending on application and product configuration.
Contact Flygt representative for more information.

** Alt. short stand

Tolerance: Unless otherwise spec. $\pm \frac{3}{16}$

Weight (Lbs)

Mixer

610



Denomination
Dimensional drwg
SR 4320
Tripod guide bar,-2 blades polyu.

Drawn by
Sors
Scale
1:1

Checked by

Date
150410
Reg no
5499

7971800

2



JACK TYLER ENGINEERING, INCORPORATED

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

STATEMENT OF TERMS AND CONDITIONS

TERMS/PAYMENTS: Our terms of payment are net cash 15 days from date of the invoice subject to

Seller's prior credit approval. If the Buyer shall fail to make any payments in accordance with the terms and conditions of sale, the Seller, in addition to its other rights and remedies, but not in limitation thereof, may, at its option, without prior notice, cancel this order as to any undelivered products or defer shipments or deliveries hereunder, or under any other agreement between Buyer and Seller, except upon Seller's receipt of cash before shipment or such security as Seller considers satisfactory. Seller reserves the right to impose an interest charge of 16% on the balance of each invoice not paid on its due date for the period from the due date to the date of receipt of payment by Seller. In the event Buyer's failure to make timely payments to Seller results in Seller incurring additional costs, including but not limited to collection expenses and attorneys' fees, said costs shall be added to the amount due Seller from Buyer. Buyer shall have no right to any discount or retainage and shall not withhold payment as a set-off on Seller's invoice in any amount. Visa, MasterCard, Discover, and American Express credit card purchases are accepted.

SHIPMENT: The date of shipment is subject to our receiving your order with complete information at our office, final approval of any prints or drawings as may be required, credit approval, and the acceptance of your order by the company. Freight Charges are not included in the quoted price.

EXPIRATION: Quotation expires 30 days from the date of proposal and, in the interim, is subject to change without notice.

TAXES: Unless otherwise stated in the proposal, the prices quoted herein are exclusive of all sales, use and similar taxes and, wherever applicable, such taxes will be added to the invoice as separate items.

RETURNS/REFUNDS: Items wished to be returned are subject to prior approval and must be accompanied by a Return Merchandise Authorization (RMA). Items returned without proper approval and/or paperwork will be returned to the customer at their expense. Returns past 30 days of initial receipt will not be accepted.

All returned items are subject to a restocking fee. The customer's credit will be equal to the credit Jack Tyler Engineering, Inc. receives from the vendor, minus original freight and freight back to the vendor. Please note that all items must be returned to JTEI, who will return the item to the vendor. Credit will only be issued once JTEI receives credit from the vendor.

SPECIAL NOTE:

THIS PROPOSAL IS BASED ON CURRENT PRICES. EQUIPMENT IS SUBJECT TO THE SAME PERCENTAGE INCREASE AS MADE BY OUR SUPPLIERS AND THE INVOICE WILL REFLECT PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS SPECIFICALLY EXCEPTED. **WE WILL NOT ACCEPT RETAINAGE ON ANY OF OUR INVOICES!**

******* A \$50.00 minimum order charge will apply *******

WARRANTY:

"The products sold by Jack Tyler Engineering, Inc. hereunder are manufactured by others, and the only warranties that apply to these products are those of the manufacturer of the products which can be passed on by Jack Tyler Engineering, Inc. to its customers. No other warranty of any kind is given in connection with the sale of any of the above products, and JACK TYLER ENGINEERING, INC. MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AS TO ANY OTHER MATTER RESPECTING THESE PRODUCTS. Jack Tyler Engineering, Inc. shall not be liable in connection with the sale of the above products for any incidental or consequential damages of any kind."

An electronic copy of the latest version is available online at www.jteng.com.

Item Number	Item Description	Quantity Required	Manufacturer	Model	Unit Price
No Basket (1)					
#0-1	Adjustable-Speed Su	6	Flygt	4320	36730.67

Back to Project

Bid 21-63, Anoxic Mixers - Proposal Data

Show/Hide



Search

Supplier

Arkansas Secretary of State Filing #

Instrument & Supply, Inc

63

Scorecard

Open...

Jack Tyler Engineering, Inc

82

Scorecard

Open...

