354-RFB-26-04

REQUEST FOR BIDS

for

Wastewater Submersible Pumps

Bids due 2:00 PM ET, Friday, October 3, 2025
To be opened 02:15 PM (ET), Friday, October 3, 2025

Pursuant to General Statutes of North Carolina, as amended, sealed bids, subject to the conditions and specifications herein, are invited for furnishing the following apparatus, supplies, materials, equipment. All bids will be received by the Town of Cary Purchasing Division electronically until the date and time stated above, at which time the sealed bids will be publicly opened virtually and read.

BY: Kathryn McMillan, Assistant Purchasing & Contracts Manager DATE: September 8, 2025

POSITIVELY NO BIDS CONSIDERED UNLESS SUBMITTED ON THIS DOCUMENT

Please provide pricing subtotals and grand total for the option (or options) you are submitting for evaluation.

QUANTITY	DESCRIPTION	SUBTOTAL
5	Wastewater Submersible Pump (including Pump Base) as per attached Specifications, Terms and Conditions	
3	Alternative Bid Item - Spare Parts per Lot	
	Freight	
	On-site Representative for Start-up Installation	
	GRAND TOTAL (ALL GOODS, SHIPPING, & FEES)	

ESTIMATED DATE ALL GOODS DELIVERED	_____
MINIMUM NUMBER OF YEARS REPAIR PARTS AND SUPPORT OF THE UNIT WILL BE AVAILABLE (IF ANY)?	_____

Do the products submitted for bid meet the exact specifications listed herein? ☐YES ☐NO

This company is a certified Historically Underutilized Business (HUB) by the North Carolina Department of Administration HUB Office. ☐YES ☐NO

COMPANY: _____ DATE: _____

AUTHORIZED SIGNATURE: _____ TITLE: _____

DATE: _____

NOTICE TO BIDDERS: Do not include taxes in your bid proposal pricing. Any and all tax imposed upon any article on which you are bidding are only to be shown as separate line items on invoices, and in no case are taxes to be included with your bid price. Failure to comply with these conditions will be considered grounds for rejection.

In compliance with the above request for bids and subject to all the conditions thereof, the undersigned offers and agrees, if this bid be accepted within _____ days from the date of the opening, to furnish any or all of the items upon which prices are quoted at the price set opposite each item within_____ days after receipt of order, unless otherwise specified.

COMPANY:_____ ADDRESS:_____

TOWN: _____ STATE:_____ ZIP CODE:_____

AUTHORIZED SIGNATURE:_____ TITLE:_____

NAME PRINTED OR TYPED: _____

CONTACT NAME (if different than above): _____

TELEPHONE NO.: _____ EMAIL: _____

BIDDER'S CHECKLIST

- ☐ Be aware of the virtual bid opening date and time as indicated on the first page of this proposal.
- ☐ You must submit **bids in electronic format via eVP**. No hard copy bids will be accepted.
- ☐ All signatures must be by a company officer or agent who is authorized to enter and sign bid documents.
- ☐ Have you read and understood the "Terms and Conditions" and the "Instructions to Bidders" for submitting a bid to the Town?
- ☐ Have you read and do you completely understand all the specifications of this bid proposal?
- ☐ If an addendum to the specifications was issued, has it been returned with this bid proposal (indicating acceptance of the information contained within)? Failure to do so may result in your submittal being deemed unresponsive.
- ☐ Have you enclosed statements explaining any exceptions made to the specifications? (If applicable)
- ☐ Have you enclosed a memo identifying the manufacturer warranty of MATERIALS associated to this bid?
- ☐ Have you included references (Attachment 1)?

INSTRUCTIONS TO BIDDERS

1. **PURPOSE:**
The purpose of this document is to provide general and specific information for the use by suppliers in submitting a bid to supply the Town of Cary with apparatus, supplies, material and equipment, and/or services listed above. All bids and contracts are governed by Town policy, and /or by Section 143-129 of the North Carolina General Statutes.

2. **BID SCHEDULE:**
Listed below are the dates and times by which stated actions must be taken or completed. The Town may determine, in its sole discretion, that it is necessary to change any of these dates and times. All listed times are Eastern standard times.

Action	Time	Date
Bid issued	----	September 8, 2025
Deadline for Questions & Approved Equals	5:00 PM (ET)	September 16, 2025
Town Responses	----	September 18, 2025
Bids Due	2:00 PM (ET)	October 3, 2025
Bid Opening	2:15 PM (ET)	October 3, 2025
Anticipated Award	----	October/November 2025

3. **BIDDER QUESTIONS:**
The Town is not liable for interpretations/misinterpretations or other errors or omissions made by the Bidder in responding to this bid. The Bidder shall examine this bid to determine if the Town's requirements and terms and conditions are clearly stated. If, after examination of the various requirements and terms and conditions of this bid, the Bidder believes there are any requirements or terms and conditions which remain unclear or which restrict competition, the Bidder may request, in writing, that the Town clarify the requirement(s) and terms(s) and condition(s) specified by the Bidder. The Bidder must provide the Section(s), Subsection(s), Paragraph(s), and page number(s) that identify the requirements or conditions questioned by the Bidder.

Requests for clarification, technical questions and approval of alternate products to this bid must be received by the Town no later than the date shown above in Section 2, entitled "Bid Schedule", under *Deadline for Questions*. The Bidders' failure to request clarification and submit questions by the date in the bid schedule above shall be considered to constitute the Bidders' acceptance of all Town's requirements and terms and conditions. The Town shall issue addenda reflecting questions and answers to this bid, if any, and shall be posted to the eVP website at North Carolina electronic Vendor Portal.

4. **BID CONTACT:**
Any and all questions, concerns, request for additional information, and alternate product considerations shall be directed to the Town of Cary, Utilities Department to the attention of the dedicated Project Manager:

Yang Song
Yang.Song@carync.gov

5. **HOW TO PREPARE BID PROPOSALS:**
Bidders are encouraged to carefully review all provisions and attachments of this document prior to completion. Each bid constitutes an offer and may not be withdrawn except as provided herein. Also, prices are to remain firm for the period stated herein.

   a) **PROPOSAL FORM:** Submit prices and offers on the **BID PROPOSAL FORM**(s) provided herein. All bid proposals must be submitted and signed by the supplier or their authorized representative with all erasures or corrections initialed and dated by the authorized representative of the proposal.

b) **SIGNATURE**: **All bids must be signed by an authorized official of the company on the Bidders Signature Page.** A bid may be rejected if it shows omissions, alterations of form, additions not called for, conditional bid, or any irregularities.

c) **TAXES**: **Do not include taxes in your bid prices.** Taxes must be itemized and added to invoices separately when invoicing the Town. The Town is required to pay sales tax. The Town is exempt from Federal Excise Tax and has a Federal Tax number.

d) **MINORITY WOMEN BUSINESS ENTERPRISES (MWBE) POLICY**: The Town invites and encourages participation in this procurement process by certified Minority and Women-Owned Business Enterprises (MWBE) in accordance with North Carolina General Statute 143-129.

e) **SUSTAINABILITY**: As stated in the 2017 Cary Community Plan, the Town has a commitment to promoting green practices that will promote an environmentally safe and desirable community for future generations. As such, we recognize our responsibility to minimize negative impacts on human health and the environment while supporting a diverse, equitable, vibrant community and economy. The Town recognizes that the types of products and services the Town buys have inherent social, human health, environmental and economic impacts, and asks that all vendors and bidders providing and proposing products and services to the Town, be mindful of the Town's commitment to sustainability and provide and propose products and services that embody this commitment whenever possible.

f) **NONDISCRIMINATION POLICY**: It is the policy of the Town of Cary to promote the fair treatment of all individuals and provide them with freedom from discrimination. No member of a protected class shall be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity administered by Cary, including programs or activities that are funded in whole or in part with State or Federal funds, such as Coronavirus State and Local Fiscal Recovery Funds.

6. HOW TO SUBMIT BID PROPOSALS:

a) Upload a complete set of your bid on the **BID PROPOSAL FORM** provided herein to the NC eVP website at North Carolina electronic Vendor Portal.

b) **NO PHYSICAL, EMAIL OR FAX BIDS WILL BE ACCEPTED**.

7. BID OPENING:

a) The bid opening shall be held virtually via Webex. The meeting is scheduled for 2:15 PM EST (15 minutes after the bid submission deadline). If planning to attend, please join the meeting early in case you have trouble connecting.

b) All bidders are welcome to attend the bid opening virtually and can be accessed via the following credentials:

Meeting link:

354-RFB-26-04 Wastewater Submersible Pumps

Meeting number:

2339 404 8125

Password:

9GZqR7t2m35

More ways to join

Join from a video or application

Dial 23394048125@carync.webex.com

You can also dial 173.243.2.68 and enter your meeting number.

Join by phone

+1-408-418-9388 United States Toll

Access code: 23394048125

c) All bids will be opened and read at the time shown on the enclosed Bid Proposal Form. No official award will be made during the Bid Opening. **LATE BIDS WILL NOT BE OPENED OR ACCEPTED.**

d) Bidders may not review or request copies of bids at the Bid Opening. A request must be submitted to the purchasing supervisor via email.

e) If you have difficulty joining or trouble with sound contact Webex and provide them the Meeting number.

f) Bids will be examined by the Purchasing Supervisor and/or Bid Agent of the using department promptly after the opening and an award made as early as possible. No bids may be withdrawn after bid opening.

8. AWARD OF BID:

a) Standard of Bid Award Acceptance: The Town reserves the right to reject any or all bids and to waive any irregularities or technicalities in bids received whenever such rejection or waiver is in the best interest of the Town of Cary. The award shall be made to the lowest, responsive, responsible bidder, or bidders, taking into consideration quality, performance and the time specified in the bid for the performance of the contract.

b) Bid Prices: All items and products proposed in response to this Bid are to be new, in un-used condition unless otherwise noted in the Minimum Specifications. All prices proposed in response to this Bid are to include all transport, freight, fuel surcharges and other fees if applicable and be delivered **FOB destination, freight prepaid and allowed** to the location provided on the Town Purchase Order if not otherwise instructed within the specifications section. All items are to be packaged, and shipped or delivered safely in a protective carton, fully assembled and serviced, ready for use and operation where applicable or otherwise described within the specifications. All supplies, equipment, and apparatus must meet all Federal, State, and Local safety regulations, requirements, and guidelines, such as OSHA, EPA, US DOT, NC-DOT, NFPA, UL, etc., if so regulated.

c) Order of Precedence: In cases of conflict between sections and provisions within the Bid document, the Order of Precedence will be 1) the Special Conditions section specific to the Bid (if present); 2) the Minimum Specifications section specific to the Bid, 3) the Town of Cary Terms and Conditions; and 4) the Instructions to Bidders section of the Bid document.

d) Payment Terms: Payment terms of Net 30 days from the date of receipt of correct invoice, or upon acceptance of goods whichever is later, will apply to all invoices. Payment term discounts will be allowed for prompt payments but will not be a consideration for award. All invoices are to be emailed to Submit.Invoices@carync.gov.

e) Bid Award Approval: The Town Manager has delegated authority from the Town Council to award

bids for supplies, equipment, and apparatus greater than $90,000. Bids will be approved and awarded by the Town Manager or designee upon the recommendation by the Procurement Department.

9. OBJECTION TO THE SPECIFICATIONS:

It is not the intent of the bid specifications to exclude or limit competition or favor any supplier. If there is an objection to any of the specifications or requirements listed herein, the bidder must notify the Town of Cary Purchasing Supervisor, in writing, stating and listing the specifications and objections, no later than five (5) working days prior to the bid opening date. If a pre-bid meeting has been scheduled, any objections must be presented in writing at that time. The objections stated must pertain both to form and substance of the bid document. Failure to object in accordance with the above procedure shall constitute a waiver on the part of the bidder to protest the solicitation. All concerns, questions, clarifications, or other correspondence must be directed only to the Town of Cary Assistant Manager of Purchasing & Contracts. Information obtained from other sources will not be considered in the evaluation and award of this bid.

10. ERRORS IN BIDS:

Bidders or their authorized representatives are expected to understand the conditions, requirements and specifications before submitting bids. Failure to do so will be at the bidders' own risk. In case of an error in the extension of prices on the bid, the unit price shall govern.

11. BID OPTIONS:

The Town reserves the right to request pricing on optional equipment or additional items along with the pricing for the main or primary product or items when applicable. At the discretion of the Town, some or all the options requested may or may not be added and purchased based upon necessity and the availability of budgeted funds. The Bid Award will be made to the lowest, responsive, responsible bidder for the main or primary product or items listed on the Bid Proposal Form. Pricing for any additional options will be requested in a separate section of the bid and will not be included in the determination of the Bid Award.

12. QUANTITIES:

The Town of Cary reserves the right to adjust quantities as needed, and to add additional items and/or products as needed, as determined to be in the best interest of the Town. The quantities stated herein, for term or multi-year contracts are estimated, and may change to be more or less over the term of the contract.

13. PRICE ADJUSTMENTS:

For Bids with fixed price contract periods, it is the Town's intent to contract at a fixed price for a period of one (1) year, with an option to extend the contract for 2 (2) additional one (1) year periods. The price proposed by the Bidder is to remain fixed for the first sixty (60) day period of the contract. Prices for additional extension term periods may be subject to a price increase or decrease if the price adjustment mirrors and reflects a previous industry wide adjustment for the product or item(s) specified in the Bid.

Any price increase or decrease will be adjusted to the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) (National) as published by the Bureau of Labor Statistics, U.S. Dept. of Labor, or other appropriate agreed upon price index. The amount of the increase or decrease will be determined by the difference between the latest price index available ninety (90) days prior to the end of the current contract year in effect, and the price index for the same month one year prior.

Any requested price increase must be fully documented and submitted to the Procurement Department at least sixty (60) days prior to the Bid contract anniversary date. Any approved price adjustment (increase or decrease) will then become effective upon the anniversary date of the contract at the start of the next term period.

The Town reserves the right to accept or to refuse any documented price adjustment submitted by the vendor/contractor for any reason as determined to be in the best interest of the Town. In the event the Town does not accept the proposed price adjustment for the extended term, the Bid contract will not be renewed,

and the Town will rebid the product or item(s). Any Bid contract extension is subject to the continuation of need and usage by the Town and the appropriation of funds.

14. **CONTRACT EXTENSIONS:**
The Town reserves the right to extend all bid contracts for up to two (2) additional one (1) year periods from the date of the award of the original bid, if agreed upon in writing by the contracted vendor. The contract extension(s) may be for additional quantities or for an additional time period as agreed.

15. **TRADE SECRETS:**
This Bid document and all Bidders' responses and proposals received are considered public information, except for trade secrets specifically identified in writing by the Bidder, which will be handled according to State Statute or other laws. Any section of the bidder's response package that is deemed to be a trade secret by the bidder shall be submitted in an envelope clearly marked **"TRADE SECRET INFORMATION- DO NOT DISCLOSE."** The Town shall make a good faith effort to protect such confidential information.

16. **BID TABULATIONS:**
Bidders wishing to obtain a bid tabulation prior to the award of the bid may view and download tabulations from the North Carolina electronic Vendor Portal (eVP) website at eVP. Tabulations should be posted within 48 hours (two workdays) after the public bid opening. From the Town's homepage, select the following in order to view bid tabulations: Business and Development, Bids and Proposals, select the link to the North Carolina Interactive Purchasing System, Search Bid Number, enter the desired bid number, and select Search. Bid tabulations only reflect the bids as read at the time of the bid opening and should not be considered an award. It is the Town's policy to furnish bid tabulations to all bidders.

17. **INVOICING:**
For prompt payment all invoices must include an accurate Purchase Order Number. Please submit invoices to the Project Manager identified as part of this solicitation.

18. **TERMS AND CONDITIONS:**
Acceptance of the Town's Purchase Order includes acceptance of all applicable Terms and Conditions. The Town's Purchase Order Terms & Conditions are provided below for your information.

TOWN OF CARY PURCHASE ORDER TERMS & CONDITIONS

By acceptance of the Purchase Order to which these terms are attached ("Purchase Order"), the vendor or Seller, ("Seller"), declares that the goods or services ("Goods and/or Services") Seller is to provide pursuant to the Purchase Order shall be provided according to the following terms and conditions:

1. Purchase Order Number: The purchase order number must appear on all invoices, packing slips, correspondence, and bills of lading. Cary shall not be responsible for Goods and/or Services provided without a purchase order.
2. Invoices: Each purchase order shall be invoiced separately. Invoices for partial shipments will be accepted and final invoices shall indicate completion of order. The Purchase Order Number shall be referenced on all invoices.
3. Sales Tax: Cary's purchase orders do not show North Carolina (NC) sales tax; however, Cary is not tax exempt and does pay NC sales tax. NC sales tax must be listed separately on the invoice. Cary does not pay Federal Excise Tax.
4. Risk of Loss: The risk of loss and damage to Goods which are the subject of this order shall remain with the Seller until Goods are delivered to the destination set out in the order and accepted by Cary.
5. Quantity: The specific quantity ordered must be delivered in full and will not be changed without Cary's consent. Any unauthorized quantity is subject to rejection and return at Seller's expense.
6. Freight And Packaging: Price quotations shall include freight, transportation, shipping, handling and similar charges. Collect freight shipments shall be refused. Seller shall absorb any increase in rates becoming effective after the date of Purchase Order. Seller agrees to assume and pay all extra expense occurring on account of improper packaging.
7. Failure to Deliver. If Seller fails to provide Goods and/or perform Services as and when specified, Cary reserves the right to cancel the order, or any part thereof, without prejudice to its other rights, and Cary may return part or all of any shipment so made and may charge Seller with any loss or expense sustained as a result of such failure to provide.
8. Cash Discounts: All cash discounts shall be effective from the date of actual receipt of a correct and approved invoice by Cary.
9. Responsibilities of Seller. Seller represents and warrants that it is fully qualified, skilled, and capable of providing the Goods and/or Services in a fully competent, professional, and timely manner; shall provide Goods and/or Services in accordance with industry standards; shall use best efforts and exercise reasonable care and diligence in providing Goods and/or Services and shall act in the best interest of Cary; perform other actions required to remain in good standing with the North Carolina Secretary of State; and possesses all necessary qualifications, licenses, and certifications. Seller shall be responsible for all errors, omissions, or mistakes in providing Goods and/or Services and shall correct at no additional cost to Cary any and all errors, omissions, or mistakes.
10. Insurance: If Seller is to provide Services of any kind pursuant to Purchase Order, Seller shall maintain at its own expense: (a) Commercial General Liability Insurance in an amount not less than $1,000,000 per occurrence and $2,000,000 in the aggregate for bodily injury, property damage, and personal advertising and injury; Cary shall be named as additional insured, and a waiver of subrogation shall be included. (b) Professional Liability insurance in an amount not less than $1,000,000 per claim - if providing professional services; (c) Workers Compensation Insurance as required by the general statutes of the State of North Carolina or as required per state law and Employer's Liability Insurance not less than $500,000 each accident for bodily injury by accident, $500,000 each employee for bodily injury by disease, and $500,000 policy limit. A waiver of subrogation shall be included; (d) Commercial Automobile Insurance applicable to bodily injury and property damage, covering all owned, non-owned, and hired vehicles, in an amount not less than $1,000,000 combined single limit as applicable. Cary shall be named as additional insured, and a waiver of subrogation shall be included; (e) Umbrella/Excess Liability Insurance in an amount not less than $1,000,000 per occurrence and $1,000,000 in the aggregate. Cary shall be named as additional insured, and a waiver of subrogation shall be included, or the policy shall

state it is follow form. Certificates of Insurance shall be furnished prior to the commencement of Services.

11. State and Federal Funds. Seller shall work in good faith with Cary to meet requirements imposed by the federal or state government or other funding entity if grants are used to fund any portion of a purchase order. If the source of funds is Federal funds, the following Federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable), unless a more stringent State or local law or regulation is applicable: Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); Record Retention Requirements (2 CFR § 200.324); Prohibition on Certain Telecommunications and Video Surveillance Goods and/or Services or Equipment (2 C.F.R § 200.216); Domestic Preferences for Procurements (2 C.F.R § 200.323); Employment Eligibility Verification (FAR 52.222-54); and Whistleblower protections (41 U.S.C. 265 and 10 U.S.C. 2408). Seller further represents that, prior to accepting any purchase order that is funded by Federal funds, Seller:

    a. Is not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal Government agency and not included in the Excluded Parties List System;

    b. Has not, within the preceding three-years, been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

    c. Is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property.

12. Indemnification.
    a. Indemnification; General. To the fullest extent permitted by applicable laws and regulations, Seller shall indemnify, protect, defend, and hold harmless Cary, its elected officials, officers, employees, agents, and volunteers (collectively, "Cary Indemnitees") from and against any and all claims, costs, civil penalties, fines, losses, liabilities, injuries (including death), demands, damages (including but not limited to all professionals' fees and charges and all court or other dispute resolution costs), actions, causes of action, suits, proceedings, judgments, and expenses, including reasonable attorneys' fees, court costs, and other legal expenses and including, without limitation, those costs incurred at the trial and appellate levels and in any bankruptcy, reorganization, insolvency, or similar proceeding and other legal expenses (collectively and separately, "Claims") by whomsoever brought or alleged, arising out of, resulting from, or in connection with:
        i. The provision of Goods and/or Services by Seller;
        ii. Any breach or violation by Seller of any applicable law or regulation; or
    b. Indemnification; Intellectual Property. Seller shall indemnify, protect, defend, and hold harmless Cary Indemnitees from and against any and all Claims arising out of, related to, or resulting from any claim, action or proceeding by a third party alleging that any deliverables or work product created or reduced to practice by or on behalf of Seller in connection with providing the Goods and/or Services, or any use of such deliverables or work product, infringes or misappropriates or otherwise violates any intellectual property right (including, without limitation, any patent, copyright, trademark, or trade secret) or other proprietary right of any third party.
13. No Consequential or Indirect Damages. Except for Seller's indemnification obligations hereunder or any liability arising out of Seller's negligence, willful misconduct, violation of law, or infringement or

misappropriation of intellectual property rights, in no event shall either Party be liable to the other for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost revenues or diminution in value, arising out of, relating to, or in connection with Seller's provision of Goods and/or Services, regardless of whether such damages were foreseeable, whether said Party was advised of the possibility of such damages, and the legal or equitable theory upon which the claim is based.

14. Public Records and Dissemination of Information. Seller acknowledges that records in the custody of Cary are public records and subject to public records requests. Cary may provide copies of such records, including copyrighted records, in response to public record requests.

    Seller shall not publicly disseminate any information concerning the provision of Goods and/or Services to Cary without prior written approval from Cary. Any approval given by Cary may be given with certain stipulations, such as Cary participation in the creation of the public product or Cary review and the option to refuse public release of the final product(s) should such product(s) fail to meet Cary's standards and goals. Publicly disseminate means, but is not limited to, electronic, video, audio, photographic, or hard copy materials serving as, in whole or part, advertising, social media posts, sales promotion, professional papers or presentations, news releases, articles, or other media products, and/or Seller's business collateral pieces. Notwithstanding the foregoing, with Cary's written consent, Seller may list Cary as a reference in response to requests for proposal and may identify Cary as a customer in presentations to potential customers. Any permitted use of Cary's trademarked materials (including, without limitation, Cary's logo in its various forms) must be in compliance with the guidelines outlined at https://brand.carync.gov/.

15. Documents and Deliverables. If Seller's provision of Goods and/or Services results in the creation of drawings, specifications, plans, surveys, reports, technical memoranda, testing protocol, designs, electronic databases, written materials, work papers, manuals, and other documents or instruments identified as 'Deliverables' herein or which, by their nature, are to be owned by Cary, Cary shall be granted, at no additional cost, ownership of all such Deliverables. Cary is and will be the sole and exclusive owner of all right, title, and interest in and to all Deliverables and associated work product, including all Intellectual Property Rights therein. Seller acknowledges and agrees that any and all work product that may qualify as "work made for hire" as defined in the Copyright Act of 1976 (17 U.S.C. § 101) is hereby deemed "work made for hire" for Cary and all copyrights therein shall automatically and immediately vest in Cary. In the event Seller creates Deliverables or work product that requires a license, Seller will convey with the ownership of Deliverables or work product, a perpetual license required for the operation of the Deliverables or work product.

    Seller shall provide all Documents and Deliverables in electronic form to the Cary in read-only MS-Windows compatible format (including either screen readable .pdf or HTML formats). In addition, all drawings shall be CAD generated and shall be provided on electronic media downloadable onto an AutoCAD based system. All Deliverables (draft and final) intended for presentation on Cary's website must be provided in a manner and format compatible, consistent, and in compliance with the U.S. Department of Justice's current accessibility requirements applicable to local government websites and all Cary technology standards, including but not limited to such material must be provided in screen readable PDF or HTML versions, be screen-reader friendly and contain alternate text tags of no more than 34 characters. In the event that Seller notices any errors in electronic data provided to the Cary under this Agreement, Seller shall immediately notify Cary, and if Seller provided such electronic data, Seller shall immediately replace same with correct versions thereof.

16. Independent Seller. Seller is acting as an independent Seller, and not as an employee, partner, or agent of Cary. Seller has no authority to commit, act for or on behalf of Cary, or to bind Cary to any obligation or liability. Seller shall not be eligible for and shall not receive any employee benefits from Cary and shall be solely responsible for the payment of all taxes, FICA, federal and state unemployment insurance contributions, state disability premiums, and all similar taxes and fees relating to the provision of Goods and/or Services by Seller.

17. Nondiscrimination. To the extent permitted by law, neither Party, their officers, employees, Sellers, agents, successors, or permitted assigns shall discriminate against any member of a protected class as defined by Federal, State, or local law, including Wake County Code of Ordinances Section 34.01.

18. Compliance with Applicable Law; Conduct. In providing Goods and/or Services, Seller and its officers,

employees, agents, and subSellers shall comply fully with all applicable Federal and State laws and regulations, including but not limited to Article 2, Chapter 64, of the North Carolina General Statutes regarding verification of work authorization; and laws related to gifts and favors, conflicts of interest and the like, including N.C.G.S. §§ 14-234, 133-1, and 133-32.

Seller's officers, employees, agents, and subSellers who come onto Cary property to provide Goods and/or Services shall comply with the same health and safety requirements that Cary has implemented for its employees through ordinance, policy, procedure, directive of the Cary Manager, or other means, as may be amended or enacted from time to time.

19. No Waiver of Immunity. Nothing in these terms shall be construed to mandate purchase of insurance by Cary pursuant to N.C.G.S. § 160A-485 or to in any way waive Cary's defense of governmental immunity from any cause of action alleged or brought against any Party for any reason if otherwise available as a matter of law.
20. Severability. If any provision of these terms are held as a matter of law to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the terms shall remain enforceable, and such invalid or unenforceable provision shall be enforced by such court to the maximum possible extent, provided that both Cary and Seller preserve the substantial benefits of the terms.
21. Survival. All representations, indemnifications, and other terms and conditions of these terms which by their nature should survive the completion of the provision of Goods and/or Services by Seller shall survive completion of the provision of Goods and/or Services by Seller.
22. Jurisdiction. These terms shall be governed by the substantive provisions of North Carolina law without regard to conflict of laws provisions. The Parties agree that any legal action or proceeding with respect to the provision of Goods and/or Services by Seller shall be brought exclusively in the State courts of Wake County, North Carolina.
23. Performance of Government Functions. Nothing contained herein shall be deemed or construed so as to restrict or inhibit Cary's police powers or regulatory authority.

CONSTRUCTION SERVICES

If the Purchase Order governed by these terms is for the provision of construction Services, Seller shall provide such Services in compliance with the following terms and conditions in addition to the preceding terms and conditions:

1. Seller represents and warrants that it possesses all necessary licenses and certifications including those required by required trades.
2. All Services shall be accomplished so as to minimize inconvenience to Cary.
3. Access as required by Cary shall be maintained by Seller throughout construction.
4. Seller shall keep the work site free from accumulations of waste materials and rubbish caused by Seller and its employees or the Services at the end of each day and, at the completion of the Services, shall remove all rubbish, waste, tools, scaffolding, and surplus materials and shall leave the site "broom clean" or its equivalent. Seller shall provide signs, barricades, and warning devices to ensure safe passage of both vehicular and pedestrian traffic at all times, if applicable.
5. Seller shall make provision for protecting structures and property and surrounding area from damages arising out of or related to performance of the Services and shall fully restore the site and surrounding area in the event of such damages.
6. All damage to the site or to adjacent property shall be repaired or replaced by Seller to the satisfaction of Cary or to any affected adjacent property owner.
7. The Seller shall not permit any tolls, equipment, or premises involved in the performance of the Services to be used in a manner that would endanger its safety, intended performance, or configuration while under construction.

8. Unless a specific warranty is provided for a greater period of time, all Services are warrantied and guaranteed to be free of defects in materials, equipment, and workmanship for a period of one (1) year following acceptance of the Services by Cary. Any and all manufacturers' warranties shall be assigned to and provided to Cary at the conclusion of Work.
9. If Services performed are subject to N.C.G.S. § 143-128(f1) and a dispute arises with an amount in controversy that exceeds $15,000.00, Seller shall participate in the Town's dispute resolution process.

INFORMATION TECHNOLOGY SERVICES

If the Purchase Order governed by these terms is for the provision of information technology Services, Seller shall provide such Services in compliance with the following terms and conditions in addition to the preceding terms and conditions:

1. Seller Warranties. Seller represents and warrants that:
    a. For the duration Services are being provided, the Services will fully comply all applicable federal, state, and local laws and regulations, that the functionality of the Services will not decrease, and that Seller shall promptly either repair or replace any defective Services at no additional charge to Cary. If Seller is unable to totally cure any defective Service within thirty (30) days after receipt of notice from Cary, Cary shall have the right to immediately terminate the Services by written notice to the Seller and to obtain a full refund of the fees paid in connection with the Services (including but not limited to any implementation, maintenance, and training fees).
    b. Seller owns all right, title and interest in and to the Services and has full legal right to license all the Intellectual Property Rights necessary to grant any applicable licenses in the Services, providing Services will not violate or constitute a breach of any agreement binding upon Seller, and as of the date on which Seller provides the Services there is no claim or litigation regarding Seller's ownership or the right to license all the Intellectual Property Rights necessary to grant any applicable licenses in the Services.
    c. Seller's performance and the Services to be provided hereunder shall comply with all applicable rules, regulations related to privacy, confidentiality, consumer protection, electronic mail, and data security, including, as applicable, the Health and Insurance Portability and Accountability Act of 1996 (42 U.S.C. §1320d) ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act of 2009 (42 U.S.C. §17935) ("HITECH Act"), the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) ("ARRA"), if applicable, the California Consumer Privacy Act of 2018 (Cal. Civ. Code. §1798.100 et seq.) ("CCPA") (and as amended from time to time, including the California Privacy Rights Act of 2020, when in effect),(collectively, the "Privacy and Security Laws").
    d. Seller's Services complies with Section 508 of the Rehabilitation Act of 1973, as amended, with respect to accessibility for individuals with disabilities, if applicable. If Cary receives a complaint or concern regarding the accessibility of the product or service, Seller agrees to promptly responds and resolve such concerns. Seller further agrees to indemnify and hold Cary harmless for any claims arising from the inaccessibility of its product or service.

If the information technology Services being provided involve Seller hosting or accessing Cary data or systems, Seller shall provide such Services in compliance with the following terms and conditions in addition to the preceding terms and conditions:

2. Security Breaches
    a. If Seller discovers, suspects, or is otherwise made aware of (a) any unauthorized disclosure of, use of, or access to Cary data or systems, or any other compromise of Cary data or systems ("Security Breach"), or (b) any condition that is likely to result in Security Breach, Seller shall promptly report (but in no event more than twenty-four (24) hours following discovery or suspicion) the Security Breach or likely Security Breach to Cary.
    b. Seller shall mitigate, in a timely manner and to the extent practicable, any harmful effects of any Security Breach. Seller shall cooperate with Cary in investigating and responding to any

Security Breach, including, without limitation, observing any reasonable requests made by Cary to ensure compliance with applicable law, and providing any notices that Cary deems appropriate.

c. To the extent any Security Breach is attributable to a breach by Seller or Seller personnel, and applicable law requires Cary, or other affected individuals be notified of a security incident involving Cary Data, Cary shall have the exclusive right to determine whether notice will come from Cary or Seller. In any event, the content, timing, and other details of the notice are subject to Cary's approval, in Cary's sole discretion.

d. Seller shall bear the costs incurred in complying with its legal obligations relating to the Security Breach, and in addition to any other damages for which Seller may be liable under this Agreement, Seller shall bear the following costs which may be incurred by Cary in responding to the breach, to the extent applicable: (a) the cost of providing notice to affected individuals, government agencies, credit bureaus, and other required entities (which may include, without limitation, print services, postage, and obtaining contact information for affected individuals); (b) the cost of providing affected individuals with credit monitoring services and identity theft mitigation services for a specific period to the extent Cary determines the incident could lead to a compromise of the affected individuals' credit or credit standing or identity theft, or if required by applicable law; (c) the cost of call center support for affected individuals; (d) forensics services; (e) fines imposed by credit card associations, merchant banks or financial account institutions and costs passed on by individual card companies, banks, and other financial institutions; (f) the cost of any other measures required under applicable law; and (g) any other losses for which Seller would be liable under the Agreement.

Cary Data Portability. Upon the completion of Sellers provision of Services, Seller will make all Cary data available to Cary for export or download in commercially accessible formats at no cost to Cary. Seller shall not delete or destroy any Cary data in its systems or otherwise in its possession or control, unless and until it has received written acknowledgment from Cary that Cary has exported or downloaded Cary data it requires.

MINIMUM SPECIFICATIONS

1. GENERAL

These specifications are for the purchase of five replacement wastewater submersible pumps, pump base, and other associated components (MATERIALS) for the Cary Swift Creek Pump Station. The selected MATERIALS shall adhere to all the following minimum specifications.

a) The specifications were not written to intentionally eliminate any one bidder. The specifications were prepared to meet the requirements of equipment dimensions, treatment capacity, and system compatibility. Other alternatives to the MATERIALS will be considered but the equipment shall be reviewed and pre-approved by the Town as equivalent during the Question-and-Answer Period. (see schedule on page 2).

b) Shipping, handling and any other appliable fees shall be submitted separately on the Bid submittal form. Any price discrepancies outside of the submitted bid will be at the bidders' expense.

c) This bid is for MATERIALS only. Submitted bids shall not include any installation costs.

d) The equipment manufacturer shall have a minimum of five (5) years of design and manufacturing experience with wastewater submersible pumps.

e) Each bidder shall state in their submitted proposal the name of the manufacturer of the equipment being submitted for bid.
   (i) Failure to disclose this information may result in the rejection of the bid.

f) The design, manufacture, and installation of this equipment will meet or exceed the applicable provisions and recommendations of the following current editions of codes and standard authorities, except where otherwise shown or noted
   (i) ASTM, American Society of Testing and Materials
   (ii) NEC, National Electric Code
   (iii) AISI, American Iron and Steel Institute
   (iv) NEMA, National Electrical Manufacturers Association
   (v) ICEA, Insulated Cable Engineers Association
   (vi) AGMA: American Gear Manufacturers Association
   (vii) ABMA: American Bearing Manufacturers Association

2. SYSTEM DESCRIPTION

Cary Swift Creek Pump Station currently has five wastewater submersible pumps that are near the end of their useful life. Cary will be replacing all the pumps with new pumps from single manufacturer. The design criteria and requirements of the wastewater submersible pump are as follows:

a) The submersible pumps shall be designed for efficient pumping of wastewater containing solids, long-fibered material, and/or abrasive medium.

b) The submersible pumps shall be bottom suction, side discharge construction and suitable for continuous or intermittent operation.

c) The submersible pumps shall be non-clog type pump with design to minimize maintenance on the impeller.

d) The submersible pumps shall be 480V single stage centrifugal pump with explosion proof.
e) The submersible pumps shall be capable working with variable frequency drive.
f) Pumps shall not exceed the NEC ratings of any component of the current submersible pumping system.
g) The submersible pumps shall fit existing minimum wet well slot with dimension of 18-ft x 5-ft (L x W).
h) The expected immersion depth ranges from 3-ft to 12-ft with occasional immersion up to 18-ft.

3. PRODUCT SPECIFICATION

a) GENERAL

i) All MATERIALS specified herein shall have adequate strength and stiffness and be suitable for continuous operation. MATERIALS shall be designed to facilitate inspection, repair, and adjustment.
ii) Provide suitable attachments on all MATERIALS, which may require hoisting for installation and/or maintenance.
iii) Attach permanent tags at the factory with the system supplier's name, model number, serial number, capacity, date of manufacture, and any other pertinent data per this section.

b) MATERIALS OF SUBMERSIBLE PUMPS

Components	Materials
Impeller	Hard-Iron (ASTM-A 532 – Alloy III A)
Insert ring	Hard Iron (ASTM-A 532 – Alloy III A)
Pump Housing	Cast Iron (ASTM-A 48 – No. 35B)
Drive Unit Shaft	Stainless Steel (ASTM/AISI 431)
Pump Base/ Discharge Connection	Cast Iron (ASTM-A 48 – No. 35B)
Mechanical face seals - Inner	Corrosion resistant cemented tungsten carbide
Mechanical face seals - outer	Corrosion resistant cemented tungsten carbide
O-rings	Nitrile rubber
All exposed nuts, bolts, washers, and other fastening devices; All anchor bolts, lifting bolts, eye lugs	Stainless Steel (AISI 316)
Coating system	Coated surfaces – External and Internal Pre-treatment: Grit blasting. - Blat cleaning Sa2½ in accordance with ISO 8501-1 - Blasting profile medium to coarse in accordance with ISO 8503-2 Topcoat: Low molecular weight, two-component high solids epoxy coating Total dry film thickness: 150µm

c) OPERATIONAL CONDITIONS AND PERFORMANCE REQUIREMENTS

i) Expected Operation Conditions

Design Capacity (gpm)	2000	2500	3000	3500	4000
Total Dynamic Head (feet)	215	199	184	171	157
Maximum Overall Brake Horsepower	250				
Rated Motor Speed (rpm)	1785				
Temperature of Liquid Pumped	Ambient				
Suction Condition	Flooded				
Minimum hydraulic efficiency	70%				
Minimum water to water efficiency	67%				
Discharge Diameter (In.)	8				
Impeller Diameter (mm)	380				
Impeller Style	Horizontal leading edge/self-cleaning/non-clogging type impeller				

ii) Motor Requirements

1. Motor Electrical Parameters

Rating	480V, 3 h, 60Hz
Horsepower	250
Speed, rpm	1785
Rated Full Load Current, A	272
Start Current, A	1895
Insulation	Class H
Efficiency Class	IE3
Explosion Proof	Yes
Inverter Duty	Yes
Cooling Jacket	Closed Loop Cooling System

2. The pump motor shall be a NEMA B design, squirrel-cage induction type, housed in an air filled, watertight chamber. The motor shall be inverter duty rated in accordance with NEMA MG1, Part 31. The motor and the pump shall be produced by the same manufacturer.
3. The motor shall be guaranteed for continuous unsubmerged duty, capable of sustaining a minimum of ten (10) starts per hours without overheating.
4. The motor shall be provided with pre-lubricated radial and thrust bearings which are designed to carry the entire load which may be imposed upon it under all operating conditions.
5. The motors shall meet or exceed Underwriters Laboratory (UL) requirements for operation in a Class I, Group D, Division 1 hazardous location.
6. The combined service factor (combined effect of voltage, frequency and specific

gravity) shall be a minimum of 1.15. The motor shall have a voltage tolerance of plus or minus 10%. The motor shall be designed for operation up to 40°C (104°F) ambient and with a temperature rise not to exceed 80°C.

7. The stator shall be heat-shrink fitted into the cast iron stator housing. The use of multiple step dip and bake-type stator insulation process is not acceptable. The stator winding and stator leads shall be moisture resistant. The use of bolts, pins, or other fastening devices requiring penetration of the stator housing shall not be allowed.
8. The stator shall be equipped with three (3) normally closed thermal switches embedded in the end coils of the stator winding (one switch per stator phase). These shall be used in conjunction with and supplemental to external motor overload protection and suitable for inclusion in the existing control system. The stator windings shall be insulated with moisture resistant Class H insulation rated for 180°C (356°F). The stator shall be insulated by the trickle impregnation process method using Class H monomer-free polyester resin resulting in a winding fill factor of at least 95%.
9. Motor cooling shall be accomplished through a cooling jacket encircling the motor housing. The motor cooling jacket shall encircle the stator housing and shall be of Type 304 stainless steel. The closed-loop motor cooling system shall provide heat dissipation for the motor regardless of whether the motor unit is submerged in the pumped media or surrounded by air in dry-pit installation mode. A high efficiency impeller, integral to the cooling system and driven by the pump shaft, shall provide the necessary circulation of the cooling liquid through the system. The cooling liquid shall pass about the stator housing in the closed loop system between the motor housing and close-fitting guide sleeve in turbulent flow providing for superior heat transfer. The cooling system shall have one fill port and one drain port integral to the cooling jacket. The cooling system shall provide for continuous pump operation in liquid or ambient temperatures of up to 104°F (40°C) in accordance with NEMA standards. Operational restrictions that limit the ambient or pumped liquid temperatures at levels less than 40°C are not acceptable.
10. The junction chamber shall be sealed off from the stator housing and shall contain a terminal board for connection of power cable using threaded compression type terminals.
11. A pump memory module shall be provided and mounted in the junction chamber to record pump run time, number of starts as well as contain the motor unit performance and manufacturing data and service history.

iii) Impeller Requirements

1. The impeller shall be Hard-Iron (ASTM A-532 (Alloy IIIA) 25 % chrome cast iron), dynamically balanced, semi-open, multi-vane, back swept, screw-shaped and non-clogging design. Closed style impellers will not be acceptable. Impellers with surface coating such as Nitriding or ceramic painting on cast iron will not be considered equal.
2. The impeller leading edges shall be mechanically self-cleaned automatically upon each rotation as they pass across a spiral groove located on the volute suction. The leading edges of the impeller shall be hardened to Rc 60 and shall be capable of

handling solids, fibrous materials, heavy sludge and other matter normally found in wastewater.

3. The screw shape of the impeller inlet shall provide an inducing effect for the handling of up to 5% sludge and rag-laden wastewater. The impeller to volute clearance shall be readily adjustable by the means of a single trim screw. The impeller shall be locked to the shaft, held by an impeller bolt and shall be coated with alkyd resin primer.
4. The impeller shall be mechanically secured to the motor shaft per manufacturer's recommendations utilizing machined stainless steel components. Adhesive or friction-type fits are not acceptable.

iv) Shafting

1. Shafting shall be sufficiently large in diameter to transmit safely the maximum torque developed by the drive unit and of such a design as to provide a rigid support for the impeller and to prevent excessive vibration.
2. The shaft shall be suitably heat-treated, turned, ground, and polished over its entire length.
3. The pump shaft shall rotate on at least three (3) heavy duty permanently lubricated bearings. The lower bearings shall consist of at least one roller bearing for radial forces and one or two angular contact ball bearings for axial thrust. The minimum L10 bearing life shall be 100,000 hours at any point along the usable portion of the pump curve at maximum product speed.
4. The upper support bearing, provided for radial forces, shall be a single roller bearing and shall have an insulated outer ring to provide protection against potential bearing damage from electrically induced currents that can be created especially when the motor is used with a VFD. The outer ring shall have a plasma-spray technique or oxide-ceramic coating that provides an insulating barrier between the bearing face and the bearing housing of the pump.
5. Pump and motor shaft shall be a solid continuous shaft. The pump shaft is an extension of the motor shaft. Pieced shafts or the use of couplings shall not be acceptable.
6. Pump shaft shall be of AISI 431 stainless steel and shall be completely isolated from the pumped liquid.

v) Mechanical Seal Requirements

1. Each pump shall be provided with a tandem mechanical shaft seal system consisting of two totally independent seal assemblies of high-pressure design. The seals shall operate in a lubricant reservoir that hydrodynamically lubricates the lapped seal faces at a constant rate. The lubricant chamber shall be designed to prevent overfilling and to provide lubricant expansion capacity. The drain and inspection plug, with positive anti-leak seal shall be easily accessible from the outside. The seal system shall not rely upon the pumped media for lubrication. Seal lubricant shall be nontoxic.
2. The lower, primary seal unit, located between the pump and the lubricant chamber shall contain one stationary and one positively driven rotating, industrial duty, corrosion resistant, tungsten-carbide seal rings. The lower seal shall be independent

of the impeller hub. Silicone carbide seals shall not be acceptable.

3. The upper, secondary seal unit, located between the lubricant chamber and the motor housing, shall be a leakage-free seal. The upper seal shall contain one stationary and one positively driven rotating, industrial duty, corrosion resistant, tungsten-carbide seal rings.
4. The rotating seal ring shall have small back-swept grooves laser inscribed upon its face to act as a pump as it rotates, returning any fluid that should enter the dry motor chamber back into the lubricant chamber.
5. Each seal interface shall be held in contact by its own spring system. The seals shall require neither maintenance nor adjustment and shall be capable of operating in either clockwise or counter-clockwise direction of rotation without damage or loss of seal. The seal system shall not be damaged when run dry. No external source of seal cooling or lubrication water shall be required.
6. Should both seals fail and allow fluid to enter the stator housing, a port shall be provided to direct that fluid immediately to the stator float switch to shut down the pump and activate an alarm. Any intrusion of fluid shall not come into contact with the lower bearings.
7. The following seal types shall not be considered acceptable nor equal to the dual independent sela specified: shaft seals without positively driven rotating members, or conventional double mechanical seals containing either a common single or double spring acting between the upper and lower seal faces. Cartridge type systems will not be acceptable. No system requiring a pressure differential to offset pressure and to effect sealing shall be used.

vi) Pump Base/ Discharge Connection Requirements

1. The Pump Discharge Connection shall have 8-in discharge inlet connection and 8-in flanged discharge outlet connection.

vii) Electrical Equipment Requirements

1. Submersible Pump Cable
    a. The pump manufacturer shall provide the power and control cables between the pump and the local disconnect switch or junction box. The pump cable shall be a minimum of 40 feet in length and all pumps shall be provided with the same length of cable. No splices shall be allowed. Cables shall be oil resistant cloroprene rubber jacketed type SPC cable suitable for submersible pump applications, shall be integrated with sensor leads sized according to NEC and ICEA standards.
    b. The pump cable shall contain efficient internal screen and reduce electromagnetic emissions to other electronics, complies with CE/EMC requirements and secures correct communication with supervision units.
    c. The pump cable outer sheathing shall withstands water temperatures up to 70 °C with chemical resistance ranged from pH 3-10. The cable insulation compound/inner sheath shall use high density ethylene-propylene rubber or ethylene-propylene rubber with the material temperature rating of 90 °C. The cable shall be approved by Factory Mutual (FM).
    d. The pump cable shall have oil and flame resistance according to IEC-norm 60811-1-1 and VDE 0472. The cable shall also be UV resistance.

e. Stainless steel strain reliefs and strain relief connectors shall be furnished for all cables, on for each box connection and one for support inside the wet well.
f. Cable entry water seal design shall insure a watertight and submersible seal without specific torque requirements. The cable entry shall be comprised of dual cylindrical elastomer grommets, flanked by stainless steel washers all having a close tolerance fit against the cable outside diameter and the entry inside diameter and compressed by the entry body containing a strain relief function, separate from the function of sealing the cable. The cable entry junction chamber and motor shall be separated by a stator lead sealing gland or terminal board, which shall isolate gaining access through the pump top. The assembly shall provide ease of changing the cable when necessary using the same entry seal. Epoxies, silicones, or other secondary sealing systems shall not be considered acceptable. The junction chamber containing the terminal board shall be sealed from the motor by an elastomer compression seal O-ring. Connection between the cable conductors and stator leads shall be made with threaded compressed type binding post permanently affixed to the terminal board and thus perfectly leak proof. Each pump shall be equipped with separate terminal board that totally isolates the incoming power supply from the pump motor.

2. Pump electronic module (PEM).
    a. The pump electronic module shall be installed in the pump junction box providing for connection of pump sensors as well as measurement and logging.
    b. Measurement values and other information shall be exchanged with a monitoring system in the electrical cabinet using an interference resistant digital communication bus.
    c. The PEM shall be able to connect to the pump sensors and stores measured data.
    d. The pump electronic module shall contain information about the pump as well as features for startup and service support:
        i. Pump serial number and other data plate information.
        ii. Specific configuration of monitoring functions for the actual pump such as alarm limits, delays, reset types, etc.
        iii. Counters by which the system can generate service reminders in accordance with the service policy specified in the pump manual.
        iv. Data, operating statistics and alarms list with associated so-called black box to see the condition of the pump and enable quick troubleshooting and reporting.

3. Protection and Sensors.
    a. Each pump shall be equipped with one (1) leakage detection sensor in the stator housing, one (1) leakage sensor in the junction box, one (1) temperature sensor for main bearing temperature monitoring, and one (1) sensor for stator winding temperature. The pump shall also include bivration sensors to capture vibration in all three axes, X, Y, and Z.
    b. The stator shall incorporate three thermal switches, connected in series, to provide over temperature protection of the motor winding. Should high temperature occur, the thermal switches shall open and stop the motor and

activate an alarm. The stator shall also include one PT-100 type temperature probe to provide for monitoring of the stator temperature.

c. A lower bearing temperature sensor shall be provided. The sensor shall directly contact the outer race of the thrust bearing providing for accurate temperature monitoring.

d. Two leakage sensors shall be provided to detect water intrusion into the stator chamber and junction chamber. A Float Leakage Sensor (FLS), a small float switch, shall be used to detect the presence of water in either the stator chamber or junction chamber. When activated, the FLS will stop the motor and activate an alarm. Use of voltage sensitive solid state sensors shall not be allowed.

e. The solid-state pump memory unit, three thermal switches, two FLS switches, PT-100 stator temperature monitor and the lower bearing PT-100 temperature monitor shall all be connected to a monitoring system/unit.

4. Monitoring System

a. Although the pump/motor monitoring system is **NOT** included in this procurement package, there are requirements to the compatible monitoring system associated with the pumps purchased through this RFB.

b. The monitoring system shall be able to stop pump operation at imminent danger by an interlock relay and shall also alert the user in case of deviating measurement values.

c. The electronic monitoring system shall be designed to support the principle of redundancy. Therefore, a separate set of modules should be used to monitor each pump. In the event a module fails, this will not affect the operation of other pumps in the station.

d. The system shall support the service and maintenance policy that applies to the pump by generating service reminders and graphically providing users with an overview of service status that facilitates planning of upcoming service.

viii) Spare Parts Requirements

1. Spare parts shall be provided as shown below. The cost of spare parts shall be provided as an alternate bid item per lot of spare parts. Each lot shall include the following:

a. Two (2) - wear rings per pump (one upper and one lower)

b. Two (2) - mechanical seals per pump (one upper and one lower)

c. One (1) - complete set of gaskets and O-ring seals per pump

d. One (1) - replacement Impeller unit

4. RELATED WORK

a) Instrumentation and control shall be installed by Owner.

b) Electrical shall be installed by Owner.

5. SUBMITTALS

Submittals to the Owner shall include the following:

a) Complete description of all Materials.

b) The weight of each major component.
c) Description of surface preparation and/or shop painting of painted surfaces.
d) All details on shop drawings submitted for approval shall show clearly the relations of the various parts to the main members and lines of the structure and where correct fabrication of the work depends upon field measurement.
e) In the event that it is impossible to conform to certain details of this section, describe completely all non-conforming aspects.
f) Operating and maintenance instructions shall be furnished to the Owner. The instructions shall be prepared specifically for this installation and shall include all required cuts, drawings, equipment lists, descriptions, etc., that are required to instruct operating personnel that are unfamiliar with such equipment.

6. QUALITY ASSURANCE

a) All MATERIALS specified in this section shall be furnished by a single manufacturer who is fully qualified in the design, construction, and operation of mechanic bar screen and wash press.
b) To ensure proper system operation, the MATERIALS manufacturer/supplier shall provide written certification that the system has been coordinated and designed to operate satisfactorily with the ancillary equipment specified herein.
c) The equipment shall include all necessary devices, such as machinery guards, emergency stops, warning labels, and similar items.

7. EXECUTION

a) **FACTORY ASSEMBLY, TESTING, AND INSPECTION**

The wastewater submersible pumps shall be factory assembled and tested prior to being shipped. The Engineer and/or Owner may, at their option and own expense, witness the factory test.

b) **SHIPPING**

i) Secure, palletize, crate, and protect all equipment as required against damage during shipment and delivery. All pipe ends and tapped holes shall be capped or plugged for shipment before equipment leaves factory. All shipping containers, pallets, or crates shall be clearly marked on the outside as to order number, contents, equipment number, and name.
ii) Equipment is to be shipped in the largest sections possible to ease field erection and minimize the number of connections required during installation.
iii) The MATERIALS shall be delivered between the hours of 7:00 AM and 3:00 PM Monday through Friday, excluding holidays. Should constraints prevent delivery within 72 hours of the original scheduled delivery date, the supplier shall contact the Town's primary contact and coordinate delivery as applicable.
iv) All MATERIALS shipped by the awarded bidder will be shipped to:

ATTN: Keithy McNeil
Town of Cary
USM Towerview Annex - Utilities
158 Towerview Ct, Cary, NC 27513

v) Winning bidder shall coordinate all delivering with Keithy McNeil, USM Manager, via email at

Keithy.McNeill@carync.gov.

c) **INSTALLATION**

i) A factory representative who has complete knowledge of proper equipment installation shall be provided for two days (one trip) to instruct the installing contractor and representatives of the Owner on proper installation of the equipment.

ii) Installation of the system shall be done under the direction of the factory's representative in order to assure proper placement and assembly. The manufacturer's representative shall instruct personnel in the proper safety precautions concerning handling of any harmful materials.

d) **START-UP AND TESTING**

i) A factory representative who has complete knowledge of proper installation, operation, and maintenance of the equipment shall be provided for two days (one trip) to inspect the final installation, supervise test runs of the equipment, and instruct representatives of the Owner on proper operation and maintenance.

8. DELIVERY REQUIREMENTS

MATERIALS shall be delivered by trucks designed and licensed to transport the corresponding MATERIALS. The truck used to deliver the equipment shall comply with all safety regulations specified by North Carolina Department of Transportation.

a) The successful bidder shall be solely responsible for the performance of the driver(s) delivering on their behalf.

b) When successful bidder cannot provide offloading service, then it is required to notify the Town what tools, equipment, machines will be needed to properly offload the dryer rotary drum.

10. PRODUCT INSPECTION

An affidavit from the manufacturer, certifying equipment delivered for this bid is in strict compliance to all applicable requirements of these specifications, must accompany the mechanical bar/filter screen and wash press delivery. The Town reserves the right to analyze delivered MATERIALS upon arrival at the destination and reject such MATERIALS for failing to meet one or more of the above-mentioned specifications or quality standards. All freight charges on rejected MATERIALS shall be paid by the successful bidder.

11. ENVIRONMENTAL REGULATION COMPLIANCE

The CONTRACTOR shall, at CONTRACTOR'S expense, comply with any present or hereafter enacted environmental laws, rules and regulations, including those of the Environmental Protection Agency (EPA), the United States Occupational Safety and Health Administration (OSHA), the North Carolina Department of Transportation (NCDOT) and any other local, state or federal authority that regulates environmental matters, including environmental clean-up responsibility laws.

12. WARRANTY

The CONTRACTOR shall provide the manufacturer's standard warranty on MATERIALS purchased by Cary. The warranty must at minimum cover all parts against defects in materials and/or workmanship. The warranty shall become effective on the date of acceptance by Cary. Should any defect in MATERIALS or workmanship, except ordinary wear and tear, appear during the warranty period, the contractor shall repair or replace the item at no cost to Cary.

13. BID SPECIFICATION COMPLETION INSTRUCTIONS:

All text fields or blanks must be responded to in the returned bid submittal form (page 1). **Failure to complete this information will indicate a non-responsive bid.**

14. MEETS OR EXCEEDS SPECIFICATIONS:

Please check the appropriate "YES" ☐ or "NO" ☐ box on the bid submittal form, indicating that the items being bid does meet or does not meet the specification as written. Checking the "NO" field indicates that the bidder does not meet the specification as requested and is taking an exception. All exceptions must be explained in detail as per below.

15. EXCEPTIONS TAKEN TO SPECIFICATIONS:

Any exceptions to the original bid specifications must be submitted in writing during the question and answer period and will be approved or denied via addendum. Bidders must note clearly any and all approved exceptions taken to the specifications as an attachment within their submitted bid. The specifications were not written to intentionally eliminate any one bidder. Bidders must note differences as an "Exception" and attach detail information explaining how the exception is "equal to" or "exceeds" the intent of the specification. All exceptions and items submitted as an equal will be evaluated. The Town reserves the right to reject any and all bids and to waive any irregularities or technicalities in bids received whenever such rejection or waiver is in the best interest of the Town of Cary. All Exceptions taken to the specifications must be indicated by checking the "NO" field on the bid submittal form (page 1) and be explained individually in detail on an attached sheet and submitted with your bid. If there is an objection to any of the specifications or requirements listed herein, the bidder must notify the Town of Cary Purchasing Supervisor, in writing, stating and listing the specifications and objections, no later than five (5) working days prior to the bid opening (as per Page 5 – Sec. 9- "Instructions to Bidders").

ATTACHMENT 1
MUNICIPAL REFERENCES

Please provide a minimum list of three (3) references of current or prior large municipal water utility to whom the proposed MATERIALS being bid is or has been supplied.

Name of Utility _____
Address _____
Contact Person _____
Telephone _____ E-mail: _____
Delivery Dates _____
Approximate Annual Quantity _____

Name of Utility _____
Address _____
Contact Person _____
Telephone _____ E-mail: _____
Delivery Dates _____
Approximate Annual Quantity _____

Name of Utility _____
Address _____
Contact Person _____
Telephone _____ E-mail: _____
Delivery Dates _____
Approximate Annual Quantity _____