



354-RFB-25-18

REQUEST FOR BIDS

for

Mechanical Bar/FILTER Screen and Wash Press

To be opened 11:00 AM (ET), Friday, June 20, 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: May 27, 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
1	Mechanical Bar/Filter Screen with Ancillary Equipment as per Attached Specifications, Terms and Conditions	
1	Wash Press Unit with Ancillary Equipment as per Attached Specifications, Terms and Conditions	
	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 ☐ NOThis 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 enclosed a Non-conforming/Alternate memo if your bid does not meet the specifications of 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	----	May 27, 2025
Deadline for Questions & Approved Equals	5:00 PM (ET)	June 6, 2025
Town Responses	----	June 9, 2025
Bids Due	11:00 AM ET	June 20, 2025
Anticipated Award	----	July 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:

Jamie Bissonnette
Jamie.Bissonnette@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.
 - i. The bidder shall indicate an approximate delivery date for each line item detail listed on

Attachment 1.

- ii. The bidder shall submit the subtotal of all goods on the bid proposal form and attach a quote with the line item details for each line listed on Attachment 1.
 - iii. The bidder shall submit the subtotal of all goods on the bid proposal form and attach a quote with the line item details for each line listed on Attachment 1.
- 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**:warrant

- a) The bid opening shall be held virtually via Webex. The meeting is scheduled for 11:00 AM ET. 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-25-18 Bid Opening](#)

Meeting number:

2336 966 8007

Password:

zbQ6cbfmd24

More ways to join

Join from a video or application

Dial 23369668007@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: 23369668007

- 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.
 - i. Bids prices received will be viewed per option (a group of materials outlined in Attachment 1) total. The lowest price package that is received by a responsive, responsible bidder, as outlined by North Carolina State Statute, will be awarded the bid.
- 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 electronically to Submit.Invoices@carync.gov as a PDF attachment. Invoices not submitted following these instructions will result in delayed payment.

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 warranted 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 one mechanical bar/filter screen, including frame assembly, filter belt/screen assembly, screen belt drive assembly, brushing/cleaning assembly, controls, and other associated components as well as one wash press, including main body, screw assembly, spray assembly, drive assembly, controls, and other associated components (MATERIALS) for the South Cary Water Reclamation Facility. 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 applicable 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 bar/filter screen and wash press units.
- 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) AGMA, American Gear Manufacturers Association
 - (ii) ASME, American Society of Mechanical Engineers
 - (iii) ASTM, American Society of Testing and Materials
 - (iv) ANSI, American National Standards Institute
 - (v) NEC, National Electric Code
 - (vi) ABMA, American Bearing Manufacturers Association

2. SYSTEM DESCRIPTION

The mechanical bar/filter screen shall be capable of passing a maximum peak flow of 32 MGD based on a nominal unit width of 5 feet. The head loss at the maximum flow of clean water shall not exceed 9 inches. The design criteria and requirements of the mechanical bar/filter screen are as follows:

- a) The unit shall be suitable for installation and operation in a channel measuring 5 feet wide and 7 feet deep.
- b) The angle of inclination shall be 75 degrees from horizontal.
- c) The total discharge height of the screen, as measured from its base to the screenings discharge

point, shall be min. 12 feet.

- d) The automatic bar/filter screen shall be designed to positively clean and remove debris up to 3 inches in diameter from the influent stream.

The wash press unit shall be designed to receive and wash screenings, then reduce the volume and water content by means of a pressing action. Screenings to be washed will be gravity fed to the drainage trough and conveyed by the screw towards the washing section. Wash water is added, which back flows the screenings, while the spiral alternately stops and restarts to convey the screens through the wash section. The water is then turned off and the screenings are discharged and dewatered by the backpressure generated in the discharge pipe. The design criteria and requirements of the mechanical bar/filter screen are as follows:

- a) The unit shall be suitable for installation and operation in the designated space.
- b) The unit shall be suitable for connection to the existing conveyor system.
- c) The unit shall have an inlet capacity of min. 35 cubic feet per hour, handling wet screenings with an approximate dry weight of not less than 8% solids.
- d) Nominal inside casing: 11 ¾" X 35"

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 MECHANICAL BAR/FILTER SCREEN

i. FRAME ASSEMBLY

- 1. The frame of the unit, which is stationary, shall be constructed from type 304 stainless steel with a minimum thickness of 3/16 inch. It supports and locates all of the operating components. The unit shall rest at the bottom of the channel, and be anchored at the operating floor elevation. No mechanical mounting or fastening of the unit frame is required to the sidewalls or bottom of the channel.
- 2. Guide rails shall be mounted to each side on the inside surface of the frame to direct the filter belt during its ascension out of the channel. The guide rails shall be 1/2 inch thick and will be constructed from type 304 stainless steel.
- 3. At the top of the screen, circular chain guides shall gently direct the filter belt from its ascending path out of the channel towards the drive sprockets. These circular guides shall be constructed from type 304 stainless steel and shall be welded to a type 304 stainless steel shaft. In order to reduce the wear on both the chain and chain guides, the shaft shall be secured to bearings on each side of the frame and free to rotate.

4. Chain guides shall also be provided to direct the filter belt from the drive sprockets to the descending path into the channel. These fixed rails shall be constructed of type 304 stainless steel and shall be 5/8 inch thick.
5. Lower return guides shall be provided at the base of the screen to direct the filter belt during its 180-degree turn from the descending to ascending paths. The lower guide rails shall be constructed from 1/2-inch thick type 304 stainless steel and shall be fixed in place as low as possible in the frame to optimize the submerged screen area. No submerged bearing or rotating guides are used that will require routine maintenance or that may become fouled by trash and debris.
6. Rubber seals with type 304 stainless steel backing plates shall be mounted along the upstream edges of the frame to seal the outer edge of the frame against the channel wall, and the area between the frame and filter belt side plates.

ii. FILTER BELT/SCREEN ASSEMBLY

1. The screen shall provide dual filtration of all materials in order to minimize compaction of captured debris and minimize the head loss through the screen. This shall be accomplished by recessing the horizontal fine filtration opening in the face of the screen. The coarse horizontal openings formed by the upper or forward shank/arm of the elements shall be 14 millimeters and shall be the first opening the flow stream contacts as it passes through the screen. The lower or recessed shank/arm of the elements shall create a two-dimensional grid which limits the maximum vertical opening to 25 millimeters and the fine horizontal opening of 6 millimeters. The filter belt shall form a row of the rakes spaced every 4 inches, capable of lifting material of up to 3 inches in diameter out of the channel. The elements are secured to two separate filter shafts that pass through individual bosses in the elements.
2. The side plates (or end plates) are mounted next to the outermost elements of each filter row, and overlap to form a continuous moving sidewall for the filter belt. This moving wall prevents captured trash and debris from spilling over the sides of the filter belt.
3. The tension of the moving screen/filter belt assembly shall be completely supported by a stainless steel link chain. The chain must connect the filter shaft ends on both sides of the belt assembly so that the elements are free of tension, and support no weight of the assembly. The chain shall be of closed link design with 2 link sidebars, chain rollers and pins per link. The chain assembly shall have a minimum cross sectional area of 0.144 square inches at the weakest point of any individual link sidebar. In order to ensure that the filter belt is adequately supported, an additional stainless steel link chain shall be provided at the center of the filter belt assembly. The chain shall be of closed link design with 2 link sidebars and pins per link. The chain assembly shall have a minimum cross sectional area of 0.144 square inches at the weakest point of any individual link sidebar.

4. Chains shall be supplied with hollow pin construction that allows for the removal and replacement of the filter shafts, side plates and filter elements without releasing the chain tension. The unit is designed to allow this function to take place at the operating floor elevation with the screen in the channel. Chain rollers shall have a diameter of 1-3/4 inches.
5. All chain components shall be corrosion resistant stainless steel. Sidebars shall be type 304 stainless steel. Pins, bushings and rollers shall be type 410 stainless steel.
6. The filter shafts shall be constructed from type 304 stainless steel.

iii. SCREEN BELT DRIVE ASSEMBLY

1. The drive assembly consists of a gear reducer, motor, drive shaft, and bearing with eccentric locking collar. The drive mechanism shall be protected from the trash stream to ensure that the screen runs smoothly without jamming. The driving force is transmitted to clean, trash free components to avoid mis-tracking or binding, which could render the screen inoperable, requiring manual cleaning and realignment.
2. The gear reducer is of hollow shaft, mounted directly to the unit external to the side frame and connected directly to the drive shaft with a keyless tapered bushing. The reducer shall be designed in accordance with AGMA recommendations for Class II service based on the required horsepower for operation of the machine.
3. The motor shall be a squirrel cage induction motor, TEFC, 230/460 volt, 3-phase, 60 Hertz, 1800 RPM. The motor Horsepower shall be minimum 3/4. Motor shall be nameplate for use in a Class 1, Division 1, Group D environment.
4. Overload protection shall be provided by an electrical overload device that senses motor current draw.
5. The filter belt drive shaft is located in the head of the unit and is supported at each end by the hollow shaft reducer and bearing with eccentric locking collar. The drive shaft sprockets that engage the filter belt chain rollers and transmit motion to the filter belt assembly are welded to the drive shaft. The drive shaft and sprockets shall be constructed from type 316 stainless steel.

iv. CLEANING ASSEMBLY

1. The screen belt spray system consists of two (2) optimally positioned stainless steel spray bars with 1/4 turn quick release spray nozzles. The 1/4 turn makes unplugging nozzles quick and easy with access provided thru the covers. Water usage is 32 gpm at 40 psi but can be very effective at low flows, pending site requirements.

2. The spray wash system will be actuated by a 120 Volt, single phase, 60 Hz normally closed solenoid valve. Valve will consist of a brass body with a 1-1/2 inch NPT pipe connection. Electrical housing will be rated NEMA 7 with a 1/2-inch conduit connection. Contractor will provide and locate manual shut off valves and pressure gauges for each spray bar after the solenoid valve.

v. DISCHARGE CHUTE

1. A discharge chute shall be provided integral to the machine, constructed from 14 gauge type 304 stainless steel and designed to direct the screenings to the conveyor inlet chute.
2. The chute shall have a 1/4-inch thick flange that shall allow it to be connected to ancillary washing, compacting, and collection equipment.

vi. ELECTRICAL DEVICES AND CONTROLS

1. INTRINSICALLY SAFE FLOAT SWITCH. A mercury type float switch of chemical resistant polypropylene construction will be provided with a 316 SST pipe mounting bracket, float mounting clamp and expansion anchors. The mounting bracket requires a suitable length of 1" nominal pipe to suspend the float in the channel, to be supplied by others. The float will have a 20-foot long integral cable. An intrinsically safe barrier relay shall be mounted in the main control panel.
2. EMERGENCY STOP LOCAL PUSH BUTTON STATION. A NEMA 7 emergency stop push button station will be mounted to the frame of the unit with a 1/2 inch NPT conduit connection.
3. A 480 Volt primary U.L. listed and labeled control panel in a remotely located NEMA 4X type 304 stainless steel enclosure suitable for wall mounting. It will contain the following logic devices for proper operation of the equipment:
 - a. Programmable relay to perform necessary logic functions and monitor equipment mounted electrical devices.
 - b. Emergency Stop push button.
 - c. Hand-Off-Auto selector switch for screen operation.
 - d. Hand-Off-Auto selector switch for brush operation.
 - e. Hand-Off-Auto selector switch for spray wash operation.
 - f. Control power and run indicating lights.
 - g. Motor current monitor and hour meter.
 - h. Fault indicating light and system reset pushbutton.
 - i. Run and fault auxiliary output contacts for customer use.
4. A step-down control transformer, motor starter and fused disconnect will be provided.

c) **MATERIALS OF WASH PRESS UNIT**

i. MAIN BODY

1. The main body will consist of a drainage trough and a washer barrel, enclosed by an outer housing and a support leg at each end. The main body will be constructed of

type 304L stainless steel for all welded components, to minimize corrosion in the heat affected zones, and type 304 stainless steel for all non-welded components.

2. DRAINAGE TROUGH. The drainage trough will be the perforated inlet area of the unit, which captures screenings and allows liquid to drain. The drainage trough will be constructed from 12 gauge (0.11") stainless steel with 0.19 inch diameter perforations.
3. WASHER BARREL. The washer barrel will provide a washing zone and a dewatering zone for the incoming screenings. The washer barrel will be constructed of 0.25 inch thick stainless steel.
4. OUTER HOUSING. The outer housing will enclose the sides and bottom of the drainage trough and washer barrel. The outer housing will collect drained liquid from the drainage trough and washer barrel and direct the liquid to a 4.0 inch drain tube. Access panels will be provided on the outer housing in the washer barrel area to facilitate servicing of the washer barrel. The outer housing will be constructed from 10 gauge (0.135 inch) thick stainless steel.
5. SUPPORT LEGS. A support leg will be provided at each end of the main body to support the main body, provide the means to mount the drive assembly (at the drive end), and provide the means to mount discharge piping (at the discharge end). Each support leg will be designed to allow the screw to be removed from either end of the main body. Each support leg will be provided with a footpad and anchor bolt holes, to secure the unit to the structure.

ii. SCREW

1. The shafted screw will be provided to convey screenings through the various stages of the unit. The screw will be constructed of carbon steel and finished with alkyd enamel paint.

iii. WASH/FLUSH SPRAYS

1. The wash zone will include a spray wash system to wash organic residue from screenings. The wash zone spray will consist of one (1) spray header, four (4) water injection points, one (1) ball valve and one (1) solenoid valve. The solenoid valve body will be of brass construction with Buna seals. The ball valve will be of brass construction with a stainless steel ball.
2. The press will include a single point spray wash system to flush organic residue trapped in the outer trough. The flushing spray will consist of one (1) spray header, one (1) ball valve and one (1) solenoid valve. The solenoid valve body will be of brass construction with Buna seals. The ball valve will be of brass construction with a stainless steel ball.

iv. DRIVE SYSTEM

1. The unit drive system will consist of a gearmotor mounted on a sealed drive

mounting bracket and a drive shaft that connects the gear reducer output to the shaft of the screw.

2. The motor shall be rated for use in a Class I, Division I, Group D environment. The TEFC motor will be NEMA design B with Class F insulation, 1800 rpm output speed, and a 230/460 volt, 3-phase, 60 Hz power supply. The motor conduit box will have one (1) 3/4" NPT conduit connection.
3. The motor will fit onto the gear reducer through an SEW Eurodrive motor adapter provided on the gear reducer.
4. DRIVE MOUNTING BRACKET. A drive mounting bracket will be provided to mount the gearmotor to the drive end support leg of the unit. The bracket will be made of type 304 stainless steel. A compression type packing gland seal will be provided on the mounting bracket to seal the drive shaft. PTFE packing rings will be fitted into the seal housing, and held in place by a two-bolt stainless steel gland follower.
5. DRIVE SHAFT. The drive shaft will be direct coupled to the spiral and constructed of carbon steel. The shaft will be painted, except in the area of the shaft that extends into the hollow bore of the reducer.

v. INLET HOPPER AND COVER

1. A 12 gauge (0.105 inch) stainless steel inlet hopper will be supplied to direct screenings and liquid into the drainage trough. The chute will be flange bolted to the trough, with each side of the chute being a minimum 60 degrees from horizontal.
2. A 12 gauge (0.105 inch) stainless steel cover will be supplied to cover the remaining top of the main body.
3. A 3/8" thick foam rubber gasket will be provided to seal the feed hopper and cover.

vi. DISCHARGE PIPING

1. A 14 gauge (.075 inch) stainless steel discharge pipe will be fitted to the discharge end support leg to direct screenings into a customer provided receptacle. All discharge pipe flanges will be 304L stainless steel. Aluminum flanges will not be allowed.

4. RELATED WORK

- a) Instrumentation and control shall be installed by Owner.
- b) Electrical shall be installed by Owner.

5. SUBMITTALS

The successful bidder shall submit the following information to the Owner:

- a) Complete description of all Materials.
- b) Certified drawings showing details of construction, dimensions, utility connections, and anchor bolt locations.
- c) Design loads to the foundation for review and approval prior to fabrication.

- d) The weight of each major component.
- e) A list of recommended spare parts.
- f) Description of surface preparation and/or shop painting of painted surfaces.
- g) Control panel layout, including size, wiring, schematics, internal and external equipment, device arrangement, nameplates, and parts catalog cuts.
- h) 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.
- i) In the event that it is impossible to conform to certain details of this section, describe completely all non-conforming aspects.
- j) 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 mechanic bar screen and wash press 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: Jarrod Buchanan
 Town of Cary
 South Cary Water Reclamation Facility

4900 W Lake Rd, Apex, NC 27539

- v. Winning bidder shall coordinate all delivering with Jarrod Buchanan, South Cary Water Reclamation Facility Manager, via email at Jarrod.Buchanan@carync.gov.

c) **INSTALLATION**

- i. A factory representative who has complete knowledge of proper equipment installation shall be provided for four 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 you have provided the same MATERIALS being bid.

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 _____