



# City of Santa Fe, New Mexico



## SOLE SOURCE REQUEST AND DETERMINATION FORM

This sole source request form **must** be submitted to the City of Santa, Purchasing Division for authorization, determination and processing by the Chief Procurement Officer (CPO).

*Please ensure to complete this form in its entirety - (\*) must be completed.*

\*Date: June 6, 2022

\*Prepared By: P. Fred Heerbrandt, P.E.

\*Title: Engineer Supervisor WMD

\*Vendor Name: Seepex Inc. /DBA Miscowater Intermountain/TW Associates

\*Address: 651 Corporate Circle, Suite 100

\*City: Golden

\*State: CO

\*Zip Code: 80401

\*Description of Goods/Service to be procured: Parts for a proprietary clarification system

\*Estimated Cost: \$74,595

Term of Contract:  
One (1) to Four (4) year from award

1

\*Sole Source Request Justification Questions 1-3.

1. Explain the purpose/need of purchase. Ensure to include a thorough scope of work for the services, construction or items of tangible personal property (if this is an amendment request to an existing contract, attach current contract).

This pump would replace an existing non-functional primary sludge pump. A total of three primary sludge pumps are required. The scope of work includes the purchase, delivery, and installation of the SEEPEX BN 70-12S progressive cavity pump. The anticipated functional life of the equipment is 20 years. Lead time for delivery of the equipment is 14 – 17 weeks.



# City of Santa Fe, New Mexico



2. Provide a detailed explanation of the criteria developed and specified by the department as necessary to perform and/or fulfill the contract.

☐

The contractor has affirmed sole source for the services, construction or items of tangible personal property (*Attach memo from vendor*). Provide documentation of due diligence for other possible vendors/contractors to provide the requested services/goods proved unsuccessful; or

☒

**Other:** explanation of the reasons, qualifications, proprietary rights or unique capabilities (*unique and how this uniqueness is substantially related to the intended purpose of the contract*) of the prospective contractor that makes the prospective contractor *the one source* capable of providing the required professional service, service, construction or item(s) of tangible personal property. (Please do not state the source is the “best” source or the “least costly” source. Those factors do not justify a “sole source.”) *Unique and how this uniqueness is substantially related to the intended purpose of the contract.*

There are progressive cavity pumps in several locations throughout the reclamation facility. These are specialty pumps that pump very viscous liquids and semi-solids. We use these pumps to move primary and secondary sludge, digested sludge, and thickened sludge. All of the progressive cavity pumps in the facility are supplied by the same manufacturer so that maintenance and spare parts stocking is simplified. For this reason, the facility is now standardized on a SEEPEX progressive cavity pump. SEEPEX is exclusively represented by MISCO Water/TW Associates, who is also providing installation services for this pump. The pricing provided by MISCO Water includes the pump, shipping, and installation

3. Explain why other similar professional services, services, construction or item(s) of tangible personal property *cannot* meet the intended purpose of the contract.

This is proprietary equipment. Other equipment will require stocking a separate set of replacement parts and training of maintenance personnel on this separate piece of equipment. Substituting an “as equal” piece of equipment would not be in the best interest of the facility or the City.




# City of Santa Fe, New Mexico



## **\*Approvals:**

Based on the above facts, the City of Santa Fe Purchasing Officer has made the determination that the justification for a Sole Source procurement is in accordance with the State Procurement Code, Section 13-1-126 Sole source procurement., NMSA 1978 and shall be posted for a 30-day period prior to award.

  
Fran Dunaway (Jun 8, 2022 12:37 MDT)

Jun 8, 2022

Fran Dunaway, CPO  
Purchasing Officer for the  
City of Santa Fe

Date

**Pursuant to the State Procurement Code, Section 13-1-126 Sole source procurement., NMSA 1978, the 30-day posting period of the Notice of Intent to Award this Sole Source request was met and no obligation to the award to the above referenced contractor were received. *This Sole Source determination will be valid for a period of one (1) year from the date of the award.***

Fran Dunaway, CPO  
Purchasing Officer for the  
City of Santa Fe

Date

## **\*Required Attachments:**

***\*Letter from Contractor acknowledging they are the only source (on their business letterhead and signed by the head of business or financial operations),***

***\*Quote from sole source Contractor***

***\*Agenda Item to be presented to City Council if over \$60,000 for Professional Services and \$60,000 for Goods and Non-Professional Services***



May 23, 2022

Ben Sandoval  
Maintenance Supervisor  
City of Santa Fe Paseo Real WWTP

Subject: City of Santa Fe Paseo Real WWTP  
Primary Sludge Pump Replacement Scope and Pricing

Dear Mr. Sandoval:

MISCO Water is pleased to offer the City of Santa Fe a complete furnish and installation quotation for the replacement of one of the existing primary sludge pumps located in the Paseo Real WWTP headworks building. The scope of supply includes all labor and materials required to remove and disconnect the existing primary sludge pump and to install, connect and start-up a new Seepex progressive cavity pump. The scope of supply is outlined in further detail in the table below.

Item	Description
1	SEEPLEX BN 70-12S Progressive Cavity Pump including base plate (see enclosed data sheet and pump information)
2	Submittals, Shop Drawings and O&M Manual
3	Freight to site
4	All labor and materials needed for Installation of Supplied SEEPLEX BN 70-12S Progressive Cavity Pump including: <ul style="list-style-type: none"><li>- Site measurements to ensure proper installation</li><li>- Removal of existing primary sludge pump and base plate</li><li>- Installation of new SEEPLEX progressive cavity pump</li><li>- Electrical disconnection and reconnection</li><li>- Grouting under new base plate</li><li>- Piping connections including new adaption fittings to connect new pump to existing suction and outlet piping</li><li>- On-site pump start-up by MISCO Water</li></ul>



The lead times and construction schedule for the outlined scope of supply are as follows:

- 2-3 weeks from date of agreement with the City of Santa Fe for custom shop drawings (full submittal package to be provided later for informational purposes)
- 12-14 weeks from date of approved shop drawings for shipment of SEEPEX BN 70-12S progressive cavity pump and needed pipe fittings
- Installation and Start-Up upon delivery of pump and needed fittings. Exact timing will be coordinated with City staff

The complete price for labor and materials outlined in the scope of supply table above and enclosed pump product data sheet is **\$74,595**.

Please note the pricing above only includes the parts and installation work specifically outlined above. Any additional replacement parts and associated installation work beyond the scope of supply listed above is excluded and MISCO Water reserves the right to reprice should additional replacement parts or site work be needed to finish the primary sludge pump replacement project. Additionally, a non-exhaustive list of items excluded from MISCO Water's scope of work is outlined below:

- Coatings
- Replacement or upgrades of existing electrical gear, equipment, conduits, wire, etc.
- SCADA programming
- Bypass Pumping
- Upgrade of existing concrete pad
- Haul-off and disposal of existing pump and fittings
- Permits, Fees, engineered drawings
- Seismic calculations or Seismic Upgrades
- Third party inspection or testing
- Hazardous material handling or disposal
- Bonds

The pricing outlined above does not include New Mexico Gross Receipts tax. The quoted scope of work is based on standard wage rates and insurance policies. MISCO Water reserves the right to reprice our scope of work, should additional wage, insurance requirements or bonds be deemed necessary by the City.



We appreciate the opportunity to offer the SEEPEX Smart Conveying Technology progressive cavity pump offering for this application, as well as MISCO Water's furnish and installation capability. We believe that our offering provides a unique benefit to the City of Santa Fe, allowing for a superior progressive cavity pumping solution at a competitive total installed cost with superior equipment delivery and start-up lead times. Through our many discussions with plant staff, we understand the product and performance needs required for this application, as well as the desire for rapid equipment delivery, replacement and start-up. We trust that you will find this offering complete, but please let me know if you have any additional questions regarding the proposed scope and pricing.

Thank you for your consideration and we look forward to discussing this offering with City staff in more detail in the future.

Nick Lucas  
MISCO Water  
TW Associates  
720-526-7397  
[nlucas@miscowater.com](mailto:nlucas@miscowater.com)

CC: Stefan Oreshkov      MISCO Water/TW Associates

Item: 10  
Product group N  
Standard Pump

---

CONVEYING CAPACITY

**40 - 210 USGPM**

---

PRESSURE

**100 psi**

---

SPEED

**61 - 284 rpm**

---



\* typical image, design may differ

SEEPEX Smart Conveying Technology, SCT, enables full maintenance in place with no pipe-work needing to be removed. The two-part stator and "plug-in" rotor reduces maintenance times adjustable stator means the service life of the pumping elements is extended.

## BN (SCT)

### YOUR ADVANTAGES

- Fast maintenance, easy handling during assembly/dismantling
- Up to 200% longer rotor and stator service life thanks to the integrated retensioning device
- Reduction of maintenance times by 85%
- High productivity thanks to short maintenance downtimes and significantly reduced life-cycle costs
- Smart Seal Housing enables fast maintenance of the mechanical seals and thereby saves even more time during maintenance work (optionally available)
- Very easy to maintain: Work on the two-part Smart Stator can be carried out by just one individual
- Low space requirement for all servicing work, so no space allowance for stator dismantling is required.
- Environmentally friendly, as elastomer and steel components are disposed of separately

5/6/2022

**Item 10**

**pump to handle sewage sludge**

**Progressive cavity pump**

**BN 70-12S / A1-C1-L8-F0-GA**

**Application data**

Conveyed product	sewage sludge
Flowability	flowable
Viscosity	low viscosity (< 500 cP/mPas)
Solids content	not specified
Size of solids	not specified
Density	unknown, 1 kg/dm³ assumed
Product temperature	32°F - 113°F
pH value	5-9
Kind of operation	continuous
Operating hours	8 h/day
Location	indoor, dry atmosphere
Altitude of installation	up to 1000 m assumed
Surrounding temperature	normal (32-104 °F)

**Performance data**

	<b>Capacity</b>	<b>Pressure</b>	<b>Speed</b>	
	40 USGPM	100 psi	61 rpm	min
	125 USGPM	100 psi	172 rpm	norm
	210 USGPM	100 psi	284 rpm	max
Starting torque	868 lb.ft			
Inlet pressure	flooded suction (up to 0,5bar)			

Tolerances according to SEEPEx standards.

**Materials and executions**

Installation	horizontal
Direction of rotation	counter clockwise (left)
Lantern - Design	with cover plates
Lantern - Material	EN-JL 1040 (gci-25)
Suction casing - Design	cleanouts on both sides
Suction casing - Material	EN-JL 1040 (gci-25)
Pressure branch - Design	standard
Pressure branch - Material	EN-JL 1040 (gci-25)
Position of branch	position 1
Suction connection	NPS 8, drilled acc. to ASME B 16.5, Class 150, RF
Pressure connection	NPS 6, drilled acc. to ASME B 16.5, Class 150, RF
Joint - Design	rotorsided UJ-sleeve prot. 1.4404, divided
Joint - Material	standard, holding bands 1.4301
Joint - Universal joint sleeve: material	NBR - Perbunan
Coupling rod - Design	standard
Coupling rod - Material	1.4021 / AISI 420
Rotor - Design	Smart Rotor-design
Rotor - Material	1.0503 (C45) / AISI 1045
Rotor - Coating	ductile chromium coating
Stator - Design	smart stator design
Stator - Material	NBR - Perbunan
Shaft sealing	mechanical seal
Code	GA - single acting mechanical seal
Shaft diameter	100 mm
Rotating/stationary seal face	SiC SiC
Elastomers	FPM
Spring	1.4571 / AISI 316Ti
Metal parts	1.4571 / AISI 316Ti
Casing - material	1.4408 / ASTM A351 grade CF8M



Casing - connection standard	NPT
Plug-in Shaft - Design	standard
Plug-in Shaft - Material	1.4021 / AISI 420
Bolting - Design	standard
Painting - Number of colors	single-colored standard
Painting - Painted components	complete combination
Painting - Color	Standard Enamel (SEEPEx Blue)
Painting - Surface protection	std. surface protection C2 (NDFT 95 µm)

---

## Drive

Type	Gear & Motor at freq. inv. (Inverter is not included)		
Mounting position	B5		
Ratio (i)	5.29		
	<b>Norm</b>	<b>Min</b>	<b>Max</b>
Speed	172 rpm	61 rpm	284 rpm
Motor speed	905 rpm	320 rpm	1509 rpm
Frequency	31 Hz	11 Hz	51 Hz
Rated output	40 HP		
Rated speed	1770 rpm		
Starting	direct on frequency inverter		
Efficiency class	IE1		
Terminal box position acc. to supplier	not specified		
Cable entry position acc. to supplier	not specified		
Voltage	3x 230/460 V		
Frequency	60Hz		
Enclosure	TEFC		
Thermal class	F		

The frequency inverter has to follow a linear U/f characteristic curve (constant torque).  
It's essential to have a minimum overload capability of 150% for at least 60 seconds. (see technical data sheet)

---

## Baseplate

Design	extended - with motor support
Material	steel, painted
GPU Type Code	B-ST-LS-EM

---

## Packing

Type of packing	skid (US)
Type of transport	truck
Quantity of pumps per package	1 pump per package

---

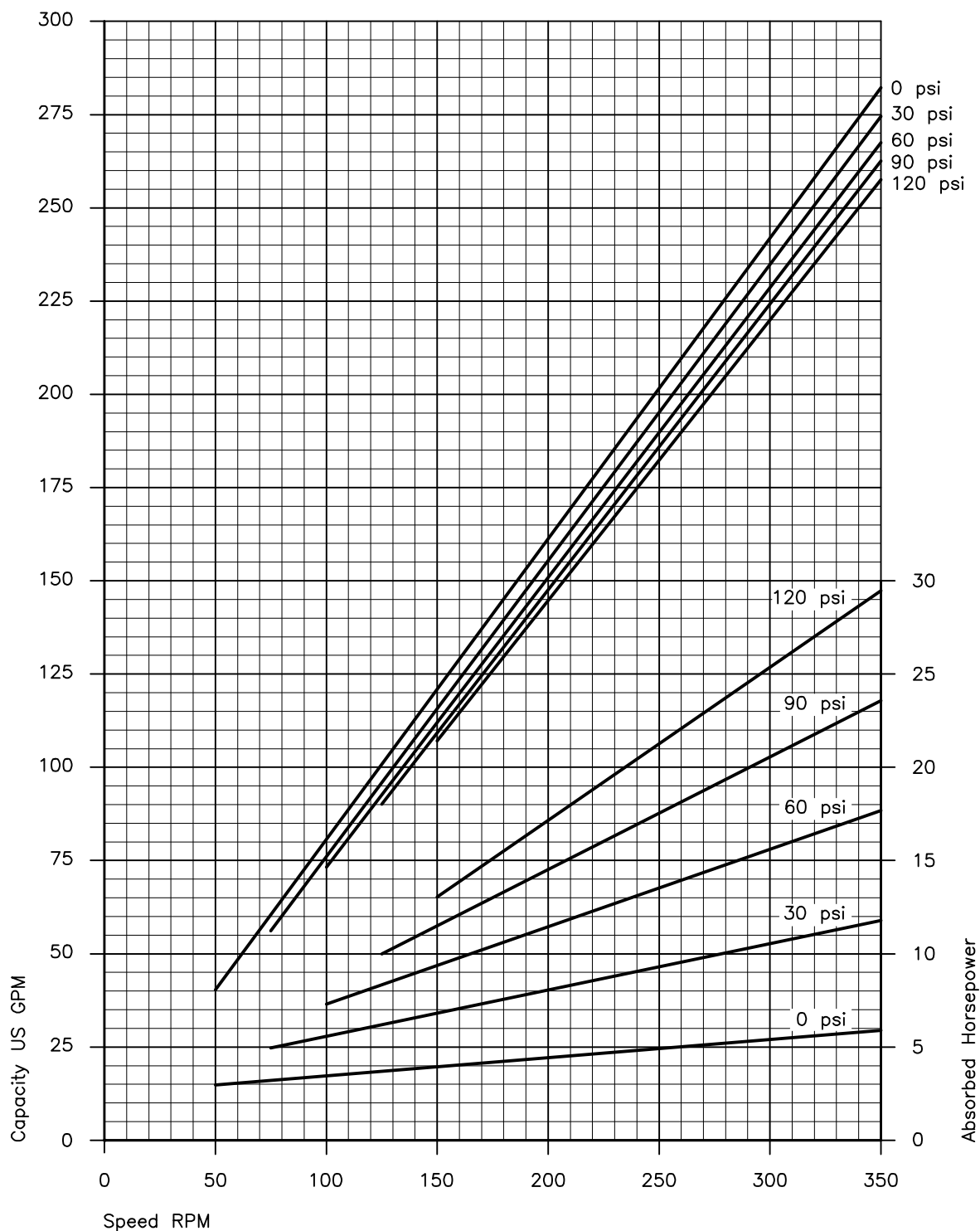
All drawings accompanying this offer is for REFERENCE ONLY, final drawings will be created upon receipt of order. If you need this drawing please request on PO.

In order to process your order, we will require either a copy of the quote this order is based on, or the quote number.

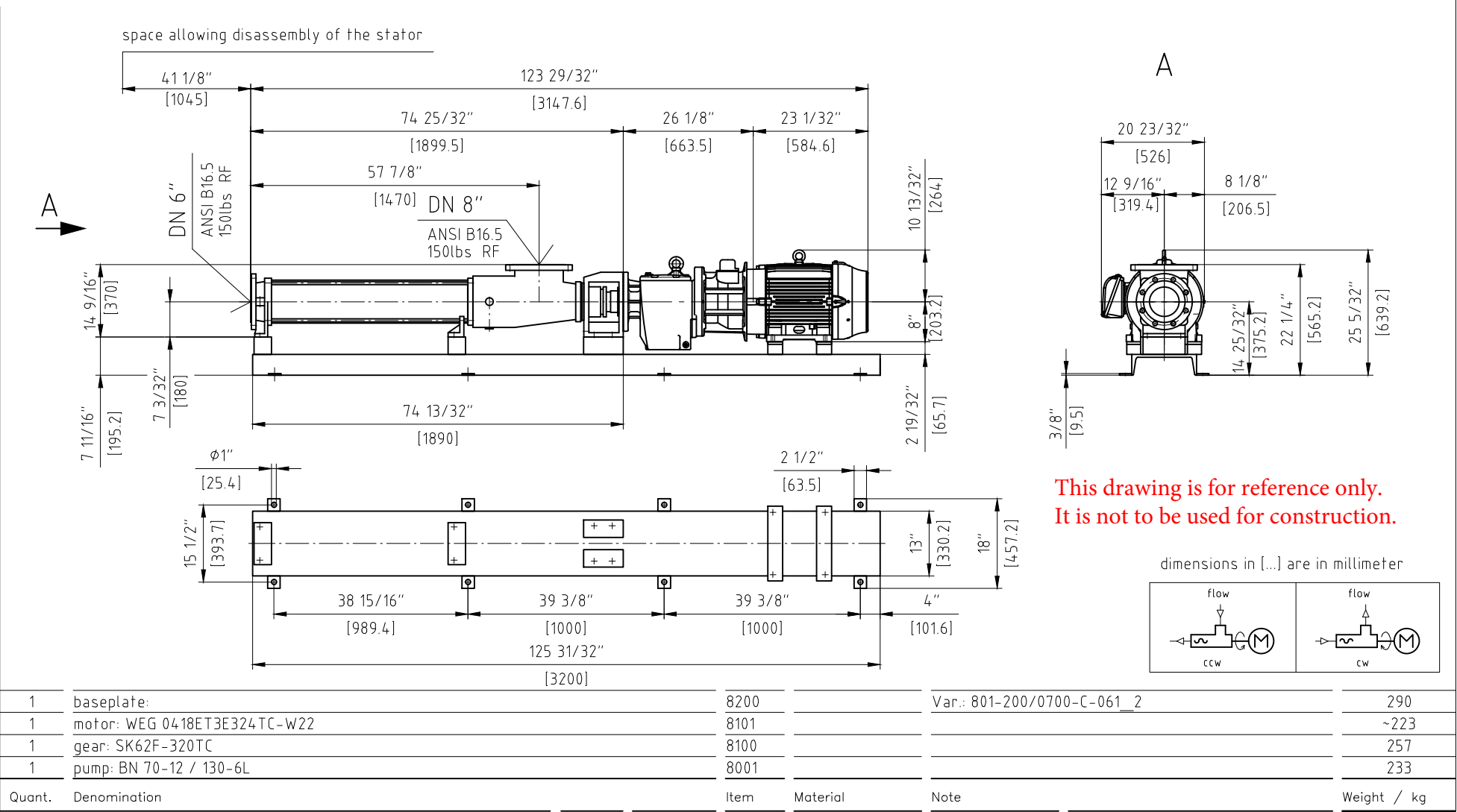
In order to process duplicate wet end orders, we will require the commission number of the pump being duplicated.

Characteristic Curves  
Size  
70-12S

**SEEPEx.**  
**ALL THINGS FLOW**



Values based upon water 68°F ; For notes on drive selection refer to PER



seepex.com

seepex, Inc.  
511 Speedway Drive  
Enon, OH 45323  
www.seepex.com

2011 Name  
Drawn her  
Checked goe

Day  
01.08.  
01.08.

Scale  
1:25  
EDP-No.  
116356.dwg

Note  
Weight  
~1003 kg

Denomination  
dimensional drawing  
Drawing-no.  
262-C65/0700-C-117A4

**MISCOWATER – TW ASSOCIATES  
TERMS & CONDITIONS OF SALE**

**1. ACCEPTANCE**

When the Buyer signifies acceptance of this quotation by submission of a Purchase Order or signed MISCOWATER Quotation, it shall become a binding contract when accepted and signed by an authorized signer of the Seller (MISCOWATER). Any changes or amendments to this proposal made by the Buyer must have MISCOWATER's approval in writing to become a part of this contract.

**2. DELIVERY**

Any shipment or delivery date recited represents our best estimate, but no liability, direct or indirect, is assumed by MISCOWATER for failure to ship or deliver on such dates. Unless otherwise directed, MISCOWATER shall have the right to make early or partial shipments and invoices covering the same to Buyer shall be due and payable in accordance with payment terms hereof. FOB shall be origin.

**3. APPROVAL DRAWINGS**

Any preliminary drawings or literature attached to our quotation are for illustration purposes only to show approximate arrangements. Specific drawings and submittal data will be furnished for approval as required after receipt and acceptance of the Buyer's order. Fabrication of products or equipment ordered will not begin until approval and direction to proceed is received in writing.

**4. PAYMENT**

Payment terms, upon credit approval, are Net 30 Days from the date of each invoice issued for each partial or final shipment. Flowdown provisions are not accepted. Retention is not allowed. In the event any payment becomes past due, a charge of 1.5% will be assessed monthly.

**5. TAXES AND BONDS**

Taxes and bonds are NOT included in our pricing. Any applicable taxes or bonds will be added to the price and shown separately on each invoice.

**6. CLAIMS AND BACKCHARGES**

Buyer agrees to examine all materials immediately upon delivery and report to Seller (MISCOWATER) in writing any defects or shortages noted no later than 10 days following the date of receipt. The parties agree that if no such claim is made within said time, it shall be considered acceptable and in good order with respect to any defect or shortage which would have been revealed by such an inspection. In no event will MISCOWATER be responsible for any charge for modification, servicing, adjustment or for any other expense without written authorization from MISCOWATER prior to the performance of any such work.

**7. SECURITY INTEREST & TITLE**

Until all amounts due MISCOWATER have been paid in full, Seller shall retain a security interest in the product and have all rights of a secured party under the California Uniform Commercial Code, including the right to repossess the product or equipment without legal process.

**8. WARRANTY**

MISCOWATER warrants that the product furnished will be free from defects in material and workmanship when installed, operated and maintained under design conditions and in accordance with the manufacturer's written instructions. Warranties will expire (18) months after shipment or twelve (12) months after start-up, whichever occurs first. Expandable items such as filter or scrubber media are excluded from this warranty.

THIS WARRANTY, INCLUDING THE STATED REMEDIES, IS EXPRESSLY MADE BY SELLER AND ACCEPTED BY PURCHASER IN LIEU OF ALL OTHER WARRANTIES. SELLER MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, OF MERCHANTABILITY, FITNESS OR OTHERWISE, WHICH EXTEND BEYOND THE DESCRIPTION OF THE PRODUCT HEREIN. SELLER WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR LIQUIDATED DAMAGES, AND IN NO EVENT SHALL BE LIABLE FOR ANY AMOUNT IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT PURCHASED ON THIS ORDER.

The foregoing is Seller's only obligation and Buyer's exclusive remedy for breach of warranty, and, except for gross negligence and willful misconduct, the foregoing is Buyer's exclusive remedy against Seller for all claims arising hereunder or relating hereto. Buyer's failure to submit a timely claim as provided shall specifically waive all claims for damages or other relief.

**9. CANCELLATION**

Should this order be cancelled, Buyer shall be obligated to pay for the level of work performed and products shipped. Work performed includes any engineering, calculations, preparation of submittals, drawings, and/or travel to job site in relation to this order.

**10. FIELD WORK**

Unless specifically stated on our quotation, installation, start-up service, supervision, operation and training are not included in our pricing of product.

**11. COMPLETE AGREEMENT**

These terms are intended by the parties as a final expression of their agreement and are intended also as a complete and exclusive statement of the terms of their agreement. No course or prior dealings between the parties and no usages of the trade shall be relevant to supplement or explain any term used in this agreement. This agreement supersedes all prior representations and agreements with respect to the matters set forth herein and may be modified only by a written agreement to and signed by each of the parties.

MISCOWATER: \_\_\_\_\_

Title: \_\_\_\_\_

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

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