



ST. TAMMANY PARISH

MICHAEL B. COOPER  
PARISH PRESIDENT

**NOTICE TO BIDDERS**

**ST. TAMMANY PARISH**

Sealed bids will be received by the Department of Procurement, until 2:00 p.m., **Thursday, March 28, 2024**, and then opened and read publicly at that time by the Procurement Staff for the following project:

**Bid # 24-6-2 – One-Time Purchase for Abita Lakes & Westwood Blowers**

Each paper bid must be submitted in a sealed envelope. The outside of the envelope shall show the Name and Address of the Bidder, the Bid Name and the Bid Number.

This bid package is available online at [www.bidexpress.com](http://www.bidexpress.com) or LaPAC <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubmain.cfm>. It is the Vendor's responsibility to check Bid Express, or LaPAC frequently for any possible addenda that may be issued. The Parish is not responsible for a Vendor's failure to download any addenda documents required to complete a submission.

Bids will be received at 21454 Koop Dr., Suite 2F, Mandeville, LA 70471 from each bidder or his agent and given a written receipt, by certified mail with return receipt requested, or electronically at [www.bidexpress.com](http://www.bidexpress.com).

Procurement Department

# **BID PROPOSAL**

ST. TAMMANY PARISH GOVERNMENT



BID PACKAGE FOR

**One-Time Purchase for Abita Lakes & Westwood Blowers**

February 23, 2024

BID NO.: 24-6-2

## **Section 01**

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## Section 02

### Instructions to Bidders

Bidders are urged to promptly review the requirements of this specification and submit questions for resolution as early as possible during the bid period. Questions or concerns must be submitted in writing to the Procurement Department no later than 2:00 CST seven (7) working days prior to the bid opening date. Otherwise, this will be construed as acceptance by the bidders that the intent of the specifications is clear and that competitive bids may be obtained as specified herein. Protests with regard to the specification documents will not be considered after bids are opened.

1. Bid security is not required for this bid. Be sure that your bid is properly signed. The bid must be fully completed.
2. The Owner is the St. Tammany Parish Government (the "Parish").
3. The terms "he/his" and "it/its" may be used interchangeably.
4. The terms "Owner," the "Parish," and "St. Tammany Parish" may be used interchangeably.
5. The successful Bidder shall complete delivery in the time stipulated by the Bidder in the space provided in Section 4 - "Material Bid Price Form" for that purpose, headed "Time of Delivery". Any requests for extension of time shall be submitted in accordance with the General and any Supplementary Conditions. Said request will reflect the days requested and the reason for same. No extension request is guaranteed or absolute.
6. Bidder specifically understands that acknowledgment of the General Conditions is required. **The Bidder's signature on the "Material Bid Price Form" will serve as acknowledgment of the Bidder's receipt and understanding of any Supplementary Conditions.**
7. Only the Material Bid Price Form and written evidence of authority of person signing the bid shall be submitted on or before the bid opening time and date provided for in the Bid Documents. Necessary copies of the Material Bid Price Form will be furnished for Bidding.
8. All other documents and information required are to be submitted by the low Bidder within ten (10) days after the opening of the bids, and at the same time of day and location as given for the opening of the bids in the Bid Documents.
9. Each Bid must be submitted in a sealed envelope, unless submitted electronically. The outside of the envelope shall show the name and address of the Bidder, and the Project name and the Bid number. In the case of an electronic bid proposal, a vendor may submit an authentic digital signature on the electronic bid proposal and the Bid number.

10. The price quoted for Materials shall be stated in figures on the Material Bid Price Form. The price in the Bid shall include all costs including freight necessary for the complete delivery of the Materials in full conformity with the conditions of the Contract Documents, and shall include all applicable Federal, State, Parish, Municipal or other taxes.
11. The Bid shall be signed by the Bidder. The information required on the Material Price Form must be provided. Evidence of agency, corporate, or partnership authority is required and shall be provided in conformance with LSA-R.S. 38:2212(B).
12. Bidders shall not attach any conditions or provisions to the Bid. Any conditions or provisions so attached may, at the sole option of the Owner, cause rejection of the Bid.
13. A Bid may be withdrawn at any time prior to the scheduled closing time for receipt of Bids, provided the request is in writing, executed by the Bidder or its duly authorized representative and is filed with the Owner prior to that time. When such a request is received, the Bid will be returned to the Bidder unopened. A bid withdrawn under the provisions of LSA-R.S. 38:2214(C) cannot be resubmitted.
14. Written communications, over the signature of the Bidder, to modify Proposals will be accepted and the Proposal corrected in accordance therewith if received by the Owner prior to the scheduled closing time for receipt of Bids. Oral, telephonic or telegraphic Modifications will not be considered.
15. No oral interpretation obligating the Owner will be made to any Bidder as to the meaning of the Drawings, Specifications and Contract Documents. Every request for such an interpretation shall be made in writing and addressed and forwarded to the Owner. Inquiries received within seven (7) days prior to the day fixed for opening of the Bids may not be given consideration. Every interpretation made to the Bidder shall be in the form of an addendum to the Specifications. All such Addenda shall become part of the Contract Documents. Failure of the Owner to send or failure of Bidder to receive any such interpretation shall not relieve any Bidder from any obligation under this Bid as submitted without Modification. All Addenda shall be issued in accordance with the Public Bid Law, LSA-R.S. 38:2212(O).
16. The Owner reserves the right to reject any or all Bids for just cause in accordance with the Public Bid Law, LSA-R.S. 38:2214(B). Incomplete, informal, illegible, or unbalanced Bids may be rejected. Reasonable grounds for belief that any one Bidder is concerned directly or indirectly with more than one Bid will cause rejection of all Bids wherein such Bidder is concerned. If the Parish determines that the bidder is not responsive or responsible for any reason whatsoever, the bid may be rejected in accordance with State law.
17. The Vendor shall indemnify and hold harmless the Owner from any and all suits, costs, penalties or claims for infringement by reason of use or installation of any patented design, device, material or process, or any trademark and copyright in connection with the Work agreed to be performed under this Contract, and shall indemnify and hold harmless the Owner

for any costs, expenses and damages which it may be obliged to pay by reason of any such infringement at any time during the prosecution or after completion of the Work.

18. Bidders shall familiarize themselves with and shall comply with all applicable Federal and State Laws, municipal ordinances and the rules and regulations of all authorities. These laws and/or ordinances will be deemed to be included in the Contract, as though herein written in full.
19. Bidder shall thoroughly examine and be familiar with drawings, Specifications and Contract Documents. The failure or omission of any Bidder to receive or examine any form, instrument, Drawing or document shall in no way relieve any Bidder from any obligation with respect to its Bid and the responsibility in the premises.
20. The standard contract form enclosed with the Proposal documents is a prototype. It is enclosed with the Contract Documents for the guidance of the Owner and the Contractor. It has important legal consequences in all respects and consultation with an attorney is encouraged. Contractor shall be presumed to have consulted with its own independent legal counsel.
21. Sealed Bids shall be delivered to St. Tammany Parish Government at the office of **St. Tammany Parish Government, Department of Procurement, 21454 Koop Drive, Suite 2-F, Mandeville, LA 70471**, and a receipt given, until the time and date denoted in Notice to Bidders, at which time and place the Bids shall be publicly opened and read aloud to those present. In accordance with LSA-R.S. 38:2212(H), the designer's final estimated cost of construction shall be read aloud upon opening bids. Sealed Bids may also be mailed by certified mail to **St. Tammany Parish Government, Department of Procurement, 21454 Koop Drive, Suite 2-F, Mandeville, LA 70471**, and must be received before the bid opening. Bids may also be submitted electronically. Information concerning links for electronic bidding is contained in the Notice to Bidders. It is the responsibility of the Bidders to ensure that bids are delivered in a timely fashion. **Late bids, regardless of reason, will not be considered, and will be returned to bidder.**
22. Paper bids shall be placed in a sealed envelope, marked plainly and prominently as indicated in the Notice to Bidders, and these Instructions, and addressed:

**St. Tammany Parish Government  
Department of Procurement  
21454 Koop Drive, Suite 2-F  
Mandeville, LA 70471**

23. Complete sets of Drawings, Specifications and Contract Documents may be secured on Bid Express at [www.bidexpress.com](http://www.bidexpress.com) or the LaPAC website:  
<https://wwwcfprd.doa.louisiana.gov/osp/lapac/dspBid.cfm?search=department&term=185>  
See Notice to Bidders for availability via electronic methods.
24. The Parish reserves the right to award items separately, Grouped or on an All-or-None basis and to reject any or all bids and waive any informality. No award will be made until the Owner

has concluded such investigations as it deems necessary to establish the responsibility, qualifications, and financial ability and stability of the Bidder to do the Work in accordance with the Contract Documents to the satisfaction of the Owner within the time prescribed as established by the Department based upon the amount of work to be performed and the conditions of same. The written contract shall be issued in conformance with LSA-R.S. 38:2216. If the Contract is awarded, the Owner shall give the successful Bidder written notice of the award within forty-five (45) calendar days after the opening of the Bids in conformance with LSA-R.S. 38:2215(A), or any extension as authorized thereunder.

25. Failure of the successful Bidder to execute the Contract within ten (10) days of the Notice of the Award shall be just cause for the Owner to annul the award and declare the Bid and any guarantee thereof forfeited. Award may then be made to the next lowest responsible bidder.
26. It is the intent of these instructions that they are in conformance with State Bid Laws. Should there be any discrepancy or ambiguity in these provisions, the applicable State Bid Law shall apply.
27. The letting of any public contract in connection with funds that are granted or advanced by the United States of America shall be subject to the effect, if any, of related laws of said United States and valid rules and regulations of federal agencies in charge, or governing use and payment of such federal funds.
28. Protests based on alleged solicitation improprieties that are apparent before bid opening, or the time set for receipt of initial proposals must be filed with and received by the Procurement Department BEFORE these times. Any other protest shall be filed no later than ten (10) calendar days after: the opening of the bid; the basis of the protest is known; or the basis of the protest should have been known (whichever is earlier).
29. It is the Parish's policy to provide a method to protest exclusion from a competition or from the award of a contract, or to challenge an alleged solicitation irregularity. It is always better to seek a resolution within the Parish system before resorting to outside agencies and/or litigation to resolve differences. All protests must be made in writing, and shall be concise and logically presented to facilitate review by the Parish. The written protest shall include:

The protester's name, address, and fax and telephone numbers and the solicitation, bid, or contract number;

A detailed statement of its legal and factual grounds, including a description of the resulting prejudice to the protester;

Copies of relevant documents;

All information establishing that the protester is an interested party and that the protest is timely; and

A request for a ruling by the agency; and a statement of the form of relief requested.

The protest shall be addressed to St. Tammany Parish Government Department of Procurement, P.O. Box 628, Covington, LA 70434.

The protest review shall be conducted by the Parish Legal Department.

Only protests from interested parties will be allowed. Protests based on alleged solicitation improprieties that are apparent before bid opening, or the time set for receipt of initial proposals, must be filed with and received by the Department of Procurement BEFORE those deadlines.

Any other protest shall be filed no later than ten (10) calendar days after the basis of the protest is known, or should have been known (whichever is earlier).

The Parish will use its best efforts to resolve the protest within thirty (30) days of the date that it is received by the Parish. The written response will be sent to the protestor via mail and fax, if a fax number has been provided by the protestor. The protestor can request additional methods of notification.

30. The last day to submit questions and/or verification on comparable products will be no later than 2:00 pm CST, seven (7) working days prior to the opening date of the bid/proposal due date. Further, any questions or inquires must be submitted via fax to 985-898-5227, or via email to [Procurement@stpgov.org](mailto:Procurement@stpgov.org). Any questions or inquiries received after the required deadline to submit questions or inquiries will not be answered.
31. St. Tammany Parish Government contracts to be awarded are dependent on the available funding and/or approval by members designated and/or acknowledged by St. Tammany Parish Government. At any time, St. Tammany Parish Government reserves the right to cancel the award of a contract if either or both of these factors is deficient.
32. Any action by the Parish to disqualify any Bidder on the grounds that they are not a responsible Bidder shall be conducted in accordance with LSA-R.S. 38:2212(X).
33. Failure to complete or deliver within the time specified or to provide the services as specified in the bid or response will constitute a default and may cause cancellation of the contract. Where the Parish has determined the vendor to be in default. The Parish reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the vendor with the cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid or response from the defaulting vendor will be considered.
34. In accordance with Louisiana Law, all Corporations (See LA R.S. 12:26.1) and Limited Liability Companies (See LA R.S. 12:1308.2) must be registered and in good standing with the Louisiana Secretary of State in order to hold a contract.
35. If any part of the provisions contained herein and/or in the Specifications and Contract for the materials delivered shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this

Agreement or attachment, but it shall be construed as if such invalid, illegal, or unenforceable provision or part of a provision had never been contained herein.

36. Notwithstanding any other provision of La. R.S. 38:2251 to the contrary, the following preferences shall apply only to bidders whose Louisiana business workforce is comprised of a minimum of fifty percent (50%) Louisiana residents.

1) Do you have a Louisiana Business workforce? \_\_\_\_\_ yes \_\_\_\_\_ no

2) If so, do you certify that at least fifty percent (50%) of your Louisiana business workforce is comprised of Louisiana residents? \_\_\_\_\_ yes \_\_\_\_\_ no

A. In accordance with the provisions of La. R.S. 38:2251, each procurement officer, purchasing agent, or similar official who procures or purchases materials, supplies, products, provisions, or equipment under the provisions of Title 38 of the Louisiana Revised Statutes may purchase such materials, supplies, products, provisions, or equipment which are produced, manufactured, or assembled in Louisiana, as defined in La. R.S. 38:2251(A), and which are equal in quality to other materials, supplies, products, provisions, or equipment, provided that all of the following conditions are met:

- (1) The cost of such items does not exceed the cost of other items which are manufactured, processed, produced, or assembled outside the State by more than ten percent (10%).
- (2) The vendor of such Louisiana items agrees to sell the items at the same price as the lowest bid offered on such items.
- (3) In cases where more than one (1) bidder offers Louisiana items which are within ten percent (10%) of the lowest bid, the bidder offering the lowest bid on Louisiana items is entitled to accept the price of the lowest bid made on such items.

Do you claim this preference? \_\_\_\_\_ yes \_\_\_\_\_ no

Specify line number(s) \_\_\_\_\_

Specify location within Louisiana where product is produced, manufactured, or assembled:

\_\_\_\_\_  
(NOTE: if more space is required, include on a separate sheet.)

Failure to specify above information may cause elimination from preferences.

**Section 03**  
**Specifications**

1) General

St. Tammany Parish Government, Department of Utilities (DU) is seeking bids for a one-time purchase of Electrical Blowers for Abita Lakes and Westwood Wastewater Treatment Plants. The price quoted shall include package and delivery to the destination.

The Lump Sum Price Bid for the equipment shall be F.O.B., destination shown below. Risk of loss due to damage of any kind incurred during delivery shall be borne by the supplier until receipt and acceptance of the equipment by the Parish.

The Contract Order will be awarded in full to the Bidder offering the lowest total lump sum proposal, meeting these specifications, and for furnishing the product of one (1) manufacturer.

The Parish reserves the right to award items as “grouped” or on an all-or-none basis and to reject any or all bids and waive any informality.

**Warranty:** All equipment shall be guaranteed against faulty material, workmanship and design for a period of one (1) year from the date of shipment and acceptance by Parish. If such faults are found within this period, replacement parts and repairs shall be provided at no additional cost to the Parish.

**The supplier must provide technical data on the equipment to be furnished to the engineer prior to delivery for review and approval. The data at a minimum shall include blower, and motor characteristics (including curve, electrical data, etc.) as well as physical dimensions (See Section 1.4, Page 12).**

2) Delivery Address:

Deliveries shall be made to the:

Department of Utilities  
Maintenance Warehouse  
636 W. 26th Avenue  
Covington, LA. 70433

Deliveries must be completed in the time stipulated by the Bidder in the space provided for that purpose headed "Time of Delivery". Twenty-four (24) hour advance notice must be given prior to delivery, by contacting DU at (985) 893-1717. Delivery must be made on FLAT BED TRUCKS only, prior to noon on a normal working day. Deliveries attempted on anything other than flatbed trucks or without proper advance notice WILL be refused.

Equipment delivered shall be boxed, crated, or otherwise protected from damage and moisture during shipment, handling, and long-term storage. Equipment shall be protected from exposure to corrosive fumes and shall be kept thoroughly dry at all times.

3) Documents:

Bid Documents dated February 23, 2024, and entitled:  
**One-Time Purchase for Abita Lakes & Westwood Blowers**  
**Bid #: 24-6-2**

4) OTHER REQUIREMENTS

St. Tammany Parish Government, DU owns and operates approximately fifty (50) wastewater treatment plants, forty (40) water wells, and over two-hundred (200) sewage lift stations, water distribution lines and sewage collection lines. The Parish routinely requires electrical blowers for its daily operations.

All products shall be new and of current manufacture. Where specified on the bid sheets, prices shall be for the approved Make/Brand or a Prior Approved Equal by the Parish. Where the specifications do not indicate an Approved Make/Brand for an item, the Parish has no preference. The name of any manufacturer mentioned in the specifications is for the purpose of establishing a minimum acceptable standard of quality desired by the Parish. Bid results must include shipping and freight charges; with an approximate lead time of 6 (six) months from notice to proceed (NTP). All products bid must have prior approval as "Prior Approved Equivalents".

Should the Bidder desire to submit inquiries and/or request approval of an alternative product, Bidder to submit: make, model, supply catalog cut sheets and descriptive literature for the alternative product, and a copy of the bid which clearly identifies the item(s) for which the equivalent item is being requested to the Procurement Department, [procurement@stpgov.org](mailto:procurement@stpgov.org), by 2:00 PM within seven (7) business days prior to the bid opening.

Responses **MUST** be submitted on the attached Bid Pricing Sheet (Section 4). Award will be made on an all or none basis and Respondents must provide prices for all items listed on the Bid Pricing Sheet to be deemed responsive.

Stainless Steel Nameplates shall be attached to EACH equipment furnished under this contract providing the manufacturer's name, model and serial number, rated capacity, motor speed, motor power, SCFM, etc., all as applicable.

All equipment shall have a manufacturer-standard finished paint system.

5) Positive Displacement Blower

Part 1 - General

1.1 Summary

- A. Section includes: Furnishing positive displacement blower package including accessories as specified herein.

- a. Quantity: Seven (7)
- b. Blower Application: Wastewater Treatment Plant Aeration.
- c. All equipment specified in this section shall be designed and furnished by the blower manufacturer, who shall be responsible for the suitability and compatibility of all included equipment per this section.

B. Related Sections:

Controls - Blower package controls are to be supplied by the blower supplier.

1.2 Scope:

- A. Contractor shall furnish positive displacement blower equipment with accessories necessary to provide a complete operational system as specified herein.
- B. Contractor shall be responsible for startup and training activities under the direction of the qualified manufacturer's representative.

1.3 Quality Assurance

A. Manufacturers' Qualifications:

1. All equipment furnished under this section shall be manufactured in a plant whose quality management system is certified / registered as being in conformity with ISO 9001 and who shall assume complete responsibility for the design and performance of the blower package.
2. All equipment furnished under this section shall be new, unused, and shall be the standard product of the manufacturer, who shall have a minimum of 10 continuous years' experience in producing blower packages and be able to produce evidence of at least 5 installations of similar size in satisfactory operation in the United States, if requested.

B. Factory Tests:

1. All cast parts shall be manufactured in a plant whose quality management system is certified / registered as being in conformity with ISO 9001.
2. All critical dimensions of the blower components provided by the manufacturer shall be verified and documented prior to assembly.
3. On completion of final assembly of the packaged blower and prior to shipment, each blower package shall be mechanically factory run at the prescribed design conditions to confirm machine operation. Proof of such testing shall be available to the Parish upon request.
4. Each blower package provided by the manufacturer shall be guaranteed to provide performance to ISO 1217, Annex C.

C. Reference Standard:

1. American Society of Testing and Materials (ASTM)
2. National Electrical Manufacturers Association (NEMA)
3. Occupational Safety and Health Act (OSHA)
4. National Electrical Code (NEC)
5. American Gear Manufacturers Association (AGMA)
6. Anti-Friction Bearing Manufacturers Association (AFBMA)
7. International Organization of Standardization (ISO)
8. International Electrotechnical Commission (IEC)

1.4 Submittals: Contractor shall submit technical data on the equipment to be furnished for Engineer review and approval within two (2) weeks after the NTP has been issued.

A. Manufacturer's standard submittal for establishing compliance to this Section shall include the following items;

1. Table of contents.
2. A complete and detailed list of any and all variations to the specification.
3. Descriptive literature, bulletins, and/or catalog cut sheets of the equipment.
4. Scope of supply.
5. Blower package performance data sheets showing at least the following:
  - a. Package model name
  - b. Bare blower model name
  - c. Design conditions as listed in this section
  - d. Air flow in ICFM and SCFM for design conditions listed
  - e. Discharge pressure
  - f. Motor size
  - g. Brake horse power required for blower
  - h. Bare blower speed with percentage of its maximum speed
  - i. Process air connection size.
  - j. Operating Voltage required for both main motor and enclosure ventilation fan.
  - k. Sound pressure and power levels
  - l. Dimensions
  - m. Package weight
  - n. Discharge temperature
  - o. Accessories being supplied
6. Installation data sheets.
7. Manufacturer's standard performance curve showing blower rpm, pressure differential, capacity in ICFM, blower shaft horsepower, temperature rise at standard conditions.

8. Blower package drawing showing all important details required for installation including dimensions, anchor bolt locations, size and location of connections to other works and weight of equipment.
  9. Motor manufacturer's data sheet showing at least the following:
    - a. Motor manufacturer's name and model number
    - b. Efficiency class and %
    - c. Efficiency at  $\frac{1}{2}$ ,  $\frac{3}{4}$ , and full load
    - d. Amp draw
    - e. Motor RPM
    - f. Code letter
    - g. Motor frame
  10. Electrical connection diagram for motor, enclosure ventilation fan, and any blower accessory requiring an electrical connection.
  11. Inlet filter documentation.
  12. Data sheets for supplied instrumentation and accessories.
  13. Spare parts overview drawing.
  14. Recommend spare parts list.
  15. Paint specification for blower package.
  16. Maintenance overview.
  17. Blower startup check list.
  18. Lubrication requirements.
  19. SDS sheet (oil).
  20. Warranty information.
  21. Manufacturer's standard for equipment standards.
  22. Compliance with Machinery Standards for sound and performance certificate.
- B. Contractor shall provide two (2) hard copies and one (1) electronic copy of Operations and Maintenance Manual for each bid item. Manufacturer's standard Operation and Maintenance Manual shall include the following details:
1. Specific information and requirement of this particular bid package
  2. Technical Data for each blower package
  3. Safety and Responsibility
  4. Design and Function
  5. Installation and Operating Conditions
  6. Installation
  7. Initial Start-up
  8. Operation
  9. Fault Recognition and Rectification
  10. Maintenance
  11. Spare parts, Operating Materials, Service

- 12. Decommissioning, Storage and Transport
- 13. Annex with Drawings and Diagrams

#### 1.5 Product Delivery, Handling and Storage

##### A. Delivery and Handling of Equipment:

- 1. Contractor shall coordinate the delivery schedule for just in time delivery.
- 2. Unloading of equipment will be done by Department of Utility.
- 3. Equipment and materials damaged or not meeting the requirements of the reviewed shop drawings shall be immediately returned for replacement and/or repair.
- 4. Each box or shipping crate shall be properly marked and identified to show its net weight and its contents.

#### 1.6 Spare Parts

##### A. Furnish the following manufacturer's recommended routine maintenance spare parts for **each blower package** provided:

- 1. Two (2) integral inlet silencer filter elements
- 2. Lubrication for first year of operation to include minimum of 2X oil change amount.
- 3. One (1) belt set

##### B. All parts shall be furnished as part of this contract, and provided in clearly identified packaging.

1.7 Warranty: The contractor shall warrant the blower package being supplied against all defects in workmanship and materials for a period of sixty (60) months from date of startup, not to exceed sixty-six (66) months from date of shipment from the manufacturer of the blowers. All other package components shall be warranted for a period of twelve (12) months from date of startup, not to exceed eighteen (18) months from the date of shipment and acceptance by the Parish.

### Part 2 – Product

#### 2.1 Manufacturer

- A. The equipment specified herein must be standard equipment for use in low pressure air systems and be supplied by a single manufacturer or authorized sales representative to assure uniform quality, ease of maintenance, and minimal parts storage.

B. Units to be provided:

Bid Item	Location	Kaeser Model	HP	Electrical Requirement	Flow (SCFM)	Pressure (PSIG)	Qty
1	Abita Lakes #2	DB166C	7.5	230/3/60	250	4.0	1
2	Westwood Digester	DB166C	15	460/3/60	297	6.5	2
3	Westwood EQ Basin	DB236C	30	230/3/60	477	6.5	2
4	Westwood #2 Plant	EB291C	40	460/3/60	891	5.0	1
5	Westwood #1 Plant	EB421C	50	460/3/60	1,011	7.5	1

C. New air blowers shall be “drop in” kind, Kaeser or Engineer prior approved equal. Each blower shall have the characteristic listed in the table shown above and detailed herein. No extensive modifications to the existing piping shall be required. Any changes required to accommodate equipment other than the basis of design shall be provided by the Contractor at no additional cost to the Parish. Furthermore, a complete and detailed deviation list from the specification shall be provided with proposal.

2.2 Design Criteria

A. Standard Conditions for SCFM:

1. Elevation: 14.7 PSIA (0' elevation)
2. Temperature: 68 deg F.
3. Relative Humidity: 36%

B. Design (site) Conditions for ICFM:

1. Elevation: 100'
2. Maximum Blower Inlet Temperature: 85 deg F.
3. Relative Humidity\*: 80 %

\*Relative humidity at maximum blower inlet temperature.

C. Performance Data:

1. Application: Aeration
2. Blower Packaged Controlled by a VFD: NO
3. Flow required: Per table
4. Blower Package Discharge Pressure: Per table
5. Motor Horsepower: Per Table

- a. Motor shaft power shall account for belt losses in addition to internal package losses.
  - b. The motor shall not operate in its service factor at design conditions.
  - c. VFD efficiency loss shall be accounted for.
6. Power supply voltage:
    - a. Main motor: Per table
    - b. Enclosure ventilation fan motor: Per table
  7. % of Maximum Blower Speed at 60hz:  $\leq 96\%$
  8. Blower Package Sound Level: 74 dB(A) at 3 feet\*

\* In accordance with ISO 2151, +/- 3 dB(A) at 1m, free field conditions, with insulated piping.

### 2.3 Blower Package Configuration:

- A. Installation Location: Outside
- B. Inlet Configuration: Ambient
- C. All components and instrumentation are to be mounted and pre-piped; no field installation shall be required by the contractor. The manufacturer shall be responsible for all aspects of the engineering, from the blower package's air inlet to its discharge connection.

### 2.4 Blower Construction

#### A. Blower type:

1. The bare blower shall be mounted for vertical air flow, be of the oil-free, positive displacement, rotary three lobe type, designed for air or other inert gas service, and belt driven via electric motor.
2. The blower assembly must operate at the effective value for vibration velocity in frequency range A and B, according to VDI 3836.

#### B. Material:

1. AISI, ASTM, GJL, GLS, DIN, etc., numbers, types, and grades specified are typical of material composition and quality, equivalent materials will be considered.

#### C. Housing:

1. The casing shall be made of high strength, close grained, cast iron, and shall be adequately ribbed to prevent casing deflection and facilitate cooling. Casing shall be of EN GG 20 material.

2. The casing shall be precision machined to allow for minimum clearances.
3. The casing shall include channels integrated on the discharge to reduce blower pulsation and dampen noise.
4. The casing shall include threaded atmospheric vent ports between its air-side and oil-side labyrinth seals for safe separation of the conveying and oil chamber.
5. Inlet and discharge ports shall be drilled and tapped for studs to allow solid connection of mating surfaces. Through bolting shall not be allowed. Flange style blower ports, which may be subject to loading, causing cylinder distortion, shall not be allowed.
6. Bearing fits shall be precision machined to ensure accurate positioning of the rotors in the casing.

D. Rotors:

1. The rotors shall be precision machined out of a one-piece casting made of EN GGG 50 material. Stub shafts or two-piece impellers shall not be allowed.
2. The rotor assemblies shall be statically and dynamically balanced to ISO standard 1940/1-Q2.5 (turbine rotor). Modifications to the face of the rotors for balancing purposes are not acceptable.
3. The rotors shall be a tri-lobe design in order to minimize pulsation and noise.
4. The rotor must be solid or closed-end to prevent build-up of contaminants inside the rotor causing imbalance.
5. Cored rotors must be closed using threaded iron plugs which are permanently fixed. Impeller end caps of stamped sheet metal shall not be allowed.
6. The rotors shall have an integral sealing strip for improved efficiency.
7. The rotors shall operate without rubbing, liquid seals or lubrication in the air chamber.

E. Cover Plates:

1. The gear-end and drive-end cover plates shall be high strength, close grained, cast iron made of EN GG 20 material. Aluminum cover plates shall not be allowed.
2. The cover plates shall have a precision machined sealing face.
3. The drive-end cover plate shall include at least two precision machined holes to allow for the use of fitting bolts to accurately align the opening for the input shaft seal.

F. Timing Gears:

1. The rotor timing gears shall be precision machined and ground from alloy steel made from case hardened 16 MnCr5 material.

2. Each timing gear shall be straight cut and beveled to quality standard 5f 21, which will eliminate axial bearing loads and ensure long life as well as quiet operation. Helical gears, which cause axial loading, shall not be allowed.
3. Each timing gear shall be manufactured in accordance with:
  - a. DIN 3960, Specifications for Spur Gear Sets
  - b. DIN 3961 & DIN 3962, Tolerances for Spur Gear Mesh
  - c. DIN 3964, Specifications for Shaft Centering
4. The timing gear set shall be taper-mounted on the rotors. Keyed, hub mounted, taper-pinned, or splined shaft timing gear mounting designs are not acceptable.

#### G. Bearings:

1. All four rotor shaft support locations shall incorporate large, heavy-duty, full complement, cylindrical roller bearings with PEEK cages, designed with at least five (5) times the dynamic capacity of ball bearings. Ball bearings shall not be allowed.
2. The bearing maximum speeds must be at least two times the maximum recommended blower speed.
3. The bearings minimum acceptable L10 design life shall be as follows;
  - a. At least 40,000 hours at blower's maximum rated speed and maximum rated differential pressure.
  - b. At least 100,000 hours at design conditions.

#### H. Lubrication:

1. Both the gear end and the drive end of the blowers shall be oil splash lubricated via a disc slinger for minimal maintenance and long service life. Grease lubricated bearings in the blower are not acceptable.
2. The lubrication design shall ensure adequate lubrication of the timing gears and bearings.
3. The drive-end and gear-end oil chambers must not be interconnected and each oil chamber shall have a domed design sight glass to allow visual inspection of oil level and oil condition, viewable from the front of the blower.
4. Blower to be factory filled with a synthetic lubricating fluid that is rated for the design conditions specified.

#### I. Rotor Seal Assembly:

1. Each rotor shall include one labyrinth seal assembly on each end, four assemblies in total per blower. Each seal assembly shall consist of the following:
  - a. Oil splash guard ring.

- b. Shaft guide wear sleeve with vent holes located between the dual air and oil ring seals. Wear sleeve shall protect the blower casing.
- c. Four piston ring type labyrinth seals made from heat treated GG/42CrMo4 material. Two seals located on the air side and two seals located on the oil side of the grooved rotor sleeve. The use of rubber lip seals shall not be allowed.
- d. Grooved rotor sleeve which will protect the rotor shaft and be used to hold the four piston ring seals.

J. Input Shaft Seal Assembly:

1. The input drive shaft seal shall be a high temperature radial lip type seal made from Viton elastomer. The seal shall prevent oil leakage from where the input shaft goes thru the drive end cover.
2. The seal design shall incorporate a replaceable wear sleeve on the input drive shaft. The sleeve exterior to be tungsten carbide coated to reduce friction and wear.
3. The input shaft seal design must allow for the lip seal and the shaft sleeve to be replaced without removing the drive end cover plate.

2.5 Motors:

A. Drive Motor:

1. Motor shall be designed, manufactured, and tested in accordance with the latest revised editions of NEMA MG-1, IEC, DIN, ISO, IEEE, ANSI, and AFBMMA standards as applicable and shall be capable of continuous operation.
2. Motor must meet or exceed Energy Independence and Security Act (EISA 2007) standards for NEMA Premium efficiency. It shall also be marked with a Department of Energy Certification Compliance Number to assure compliance.
3. Motor shall comply with Low Voltage Directive 2006/95/EC or equivalent and be UL listed.
4. Motor must be inverter rated with impulse peak resistance in accordance with IEC 60034-1:2010 or equivalent for operation with an IGBT frequency converter or equivalent.
5. Motor horsepower nameplate rating shall not be exceeded at the design discharge pressure when operating at 60hz.
6. The temperature rise of the motor windings shall not exceed IEC and NEMA standards when the motor is operated continuously at the rated horsepower, rated voltage, and frequency in ambient conditions at 104°F / 40°C.
7. Motor shall be suitable for Full Load/Direct On-line starting, Solid State Ramp starting, VFD, and/or Wye-Delta reduced current starting.
8. Motor to be supplied, mounted and aligned by the blower package manufacturer.

9. Motor shall confirm to the following:
  - a. Motor voltage: Per table
  - b. Type: Squirrel cage induction
  - c. Speed: Single
  - d. Torque: Constant
  - e. Service factor: 1.15
  - f. Enclosure: TEFC
  - g. Mounting: Horizontal
  - h. Speed: up to 3,600 rpm @ 60 hz (maximum)
  - i. Design: A
  - j. Duty cycle: continuous (24 hours a day)
  - k. Winding insulation: F
  - l. Temperature rise: B
  - m. Thermal motor protection: Positive Temperature Coefficient (PTC) thermistors (one per winding) wired in series. The use of thermostats is not allowed
    - 1) Connection of the PTC thermistors to the control system and signal processing is not part of the blower manufacturer's scope of supply.
  - n. Conduit box location: Top
  - o. Wiring Connection: Terminal strip inside conduit box. Use of wire nuts for connection of motor wiring to power source shall not be allowed.
  - p. Bearing L10 life: >40,000 hours
  - q. Bearing lubrication: Grease
  - r. Bearing type: ≤ 40HP: Permanently greased
  - s. Bearing design: Cantilever forces (belt drive)
10. Motor shall be as manufactured by Siemens or Engineer approved equal.
11. Connection and control of the drive motor to the control system is not part of the blower manufacturer's scope of supply

B. Sound enclosure ventilation fan motor:

1. Motor voltage: reference Performance data – Power supply voltage
2. Motor shall be UL listed
3. Motor starter/ overload protection is the responsibility of the control system provider.
4. The fan motor should turn “on” when the main motor starts and turn “off” 10 minutes after the main motor stops. Controlling the fan motor via a thermostat shall not be allowed.
5. Connection and control of the fan motor to the control system is not part of the blower manufacturer's scope of supply.

## 2.6 Blower Package

### A. Drive:

1. The blower shall be driven by the drive motor through a V-belt drive assembly designed to meet the blower conditions specified with a 1.2 or larger service factor.
  - a. V-belts shall have a XPZ/XPB profile with embedded low-stretch polyester tension cords. The v-belts shall be designed for high rotational speeds and be heat and oil resistance. Ribbed, banded, or multi groove belts shall not be allowed.
  - b. Sheaves shall have a SPZ/SPB profile and be balanced to G16 for below 30m/s and G6.3 for sheaves above 30m/s.
  - c. Keyed taper bushing shall be used for easy installation and removal. QD type bushings shall not be allowed.
2. The blower drive must have a fully enclosed guard which protects the operator when the blower package enclosure is open while in operation.
  - a. Belt guard shall be OSHA approved.
  - b. The belt guard made from the manufacturer's standard sheet metal, shall be designed to duct the cooling air flow from the drive motor fan across the front of the blower to supplement blower input shaft seal cooling.
  - c. The mounting fasteners for the belt guard shall be retained on the housing to prevent loss during maintenance.
3. Belt tension shall be accomplished by the use of a motor swing base and automatic tensioning assembly.
  - a. The drive motor shall be mounted on a pivoting swing base with an axial adjustment for proper alignment of the v-belts. The weight of the drive motor shall provide the primary belt tension. The use of a sliding motor mount shall not be allowed.
  - b. A tensioning assembly consisting of a threaded rod with spring shall be used to adjust the v-belt tension to prevent belt slippage and efficiently transmit power to the blower. It shall include a visual indication showing whether or not the v-belt tension is within the correct belt tension range.
  - c. Adjustment of the tensioning assembly shall be accomplished without removal of the guard or loosening of the motor mounting bolts.
  - d. The design of the swing base with tensioning assembly shall prevent the swing base from falling and creating a personnel hazard in the event of a belt failure. The tensioning assembly adjusting nut shall raise the motor swing base facilitating v-belt changes without the use of pry bars or jacks.

## B. Inlet Silencer:

1. An inlet silencer designed for the frequency range of the blower, shall be provided to reduce the noise of the blower package as specified.
  - a. The inlet silencer shall be of carbon steel construction and be of the wear-free absorptive type, directly connection to the inlet port of the blower, and shall be mounted horizontally.
  - b. The inlet silencer shall be lined with replaceable polyether absorptive material.
  - c. The inlet silencer shall have an integral filter designed to protect the blower from particulates. It shall be located between the absorptive material and the blower inlet.
    - 1) The filter element shall be a washable and reusable polyester element for minimal pressure drop.
    - 2) The filter efficiency shall meet ASHRAE 52.2 MERV7 50-70% @ 3-10 microns corresponding to EN779 G4.
    - 3) The filter element integral to the silencer shall be supplied no matter if the inlet configuration of the silencer is ambient or piped. If required on piped inlet configuration, any additional filtration or screening at the inlet location of the piped inlet air source is not the responsibility of the blower manufacturer.
    - 4) Filter element shall be removable without disconnecting the inlet duct.
  - d. The filter maintenance cover and element must be removable by hand (without the use of tools).
  - e. The pressure loss thru the inlet silencer assembly shall be accounted for in the motor horsepower selection of the blower package.

## C. Base frame with integrated discharge silencer:

1. The blower base frame with integrated discharge silencer shall be designed for the frequency range of the blower, shall be provided to reduce the noise of the blower package as specified.
  - a. The blower base frame shall be of formed steel construction and designed for horizontal mounting of blower with vertical air flow. Flange-mounting only of the bare blower to the blower base frame shall not be allowed, additional support by use of the base frame shall be required; preventing the loading of the blower casing and discharge silencer shell.
  - b. The blower base shall incorporate the pivoting motor swing base and tensioning assembly to insure proper alignment of the drive assembly.
  - c. The discharge silencer shall be an integral part of the base frame.
  - d. The discharge silencer type shall be a combination of absorption, reflection and diffusion.

- 1) The design of the discharge silencer shall incorporate a solid outer and perforated inner cylinder with absorptive material in between the cylinders.
  - a) Absorptive material shall be long, flexible, knotted polyester fibers to allow for lowering the noise and heat emissions inside the sound enclosure. The use of mineral wool shall not be allowed.
- 2) The discharge silencer shall have connections ports for pressure relief, discharge pressure, and discharge temperature. Unused ports shall be capped or plugged.
- e. The pressure loss thru the discharge silencer assembly shall be accounted for in the motor horsepower selection of the blower package.

#### D. Blower Sound Enclosure:

1. A sound enclosure shall be provided which fully covers the blower, motor, drive assembly, inlet silencer, blower base frame with integrated discharge silencer, and be shipped fully assembled.
  - a. The sound enclosure shall be the product of the blower manufacturer to insure proper integration of blower package components.
  - b. The sound enclosure shall meet the sound level specified.
  - c. The sound enclosure acoustic material shall comply to FMVSS 302 with a burning rate B or lower than 100 mm/min.
  - d. The sound enclosure assembly shall be of self-supporting bolted steel panel construction on a fabricated steel skid.
    - 1) All maintenance removable panels or doors shall be located in the front of the sound enclosure and must have a slotted key lock. A door key shall be provided. All maintenance panels shall meet OSHA weight requirements.
    - 2) The enclosure base shall be designed to enclose the full bottom of the sound enclosure and include fork lift guides for easy transportation and installation.
  - e. The sound enclosure ventilation cooling air circuit shall be separate from the process air circuit. Mixing of the two air circuits within the enclosure shall not be allowed.
  - f. The sound enclosure shall have a set of inlet louvers positioned on the blower-side of the enclosure to allow for the flow of ambient cooling air across the blower oil sumps.
  - g. A screened inlet louver shall be located on the back of the enclosure and designed to provide a laminar flow of ambient cooling air across the blower drive motor.
  - h. The sound enclosure ventilation air exhaust and the ventilation fan shall be located at the top of the sound enclosure.
    - 1) The ventilation fan shall be sized to provide adequate cooling of the blower package at all blower speeds.
    - 2) The ventilation fan voltage shall be as specified and run concurrent with the main motor. The ventilation fan shall not be controlled by a thermostat.

- i. The back of the sound enclosure shall have predrilled holes with grommets for easy pass-thru of electrical wiring.
- j. When installed outdoor, reference Blower Package Configuration Part 2.3. An outdoor stainless-steel weather hood shall be installed on top of the enclosure to protect the unit from the elements. The weather hood shall be designed to allow access to the sound enclosure and panel mounted instruments.

#### E. Blower Package Accessories:

##### 1. Pressure Relief Valve

- a. The relief valve(s) shall be factory installed within sound enclosure. Relief valve may not be shipped loose for field installation in the discharge piping.
- b. The relief valve(s) shall be spring type and must be sized for 100% of the design flow specified. Weighted relief valves shall not be used.
- c. The relief valve(s) shall be set to protect the blower from excessive differential pressure based on the design conditions specified. A seal shall be affixed that must be broken if set point is changed.
- d. The relief valve(s) exhaust shall be vented out of the sound enclosure. Exhaust vented into the sound enclosure shall not be allowed.
- e. The relief valve shall be ASME Section VIII, UV, CE, and PED certified.
- f. The relief valve shall be manufactured by Kunkle.

##### 2. Check Valve

- a. A check valve to prevent back flow through the blower shall be factory installed and not shipped loose for field installation in the discharge piping.
- b. The check valve flapper shall be swing type made from a steel disc embedded in a high temperature silicone elastomer. The valve shall be designed so that, in the event of failure, the valve element is retained in the valve housing. Split disc or center hinged designs shall not be used.
- c. The check valve capacity shall exceed the blower package's maximum discharge pressure and temperature.

##### 3. Flexible Connector

- a. An elastomeric compensator/flex connector shall be provided to isolate the connection of the blower package to the self-supporting system piping. Restraining rods shall not be used. Flex connectors located between the bare blower and silencers shall not be allowed.
- b. The flexible connector capacity shall exceed the blower package's maximum discharge pressure and temperature.
- c. Discharge connection
  - 1) 4" and smaller connection, a web reinforced silicone rubber sleeve with corrosion resistant clamps shall be provided. (Compak BBC, CBC, and DBC series)

- 2) 6" and larger connection, an ANSI/DIN flanged arch-type EPDM web reinforced connector shall be provided. (Compak EBC, FBC, and HBC series)
- d. Piped Inlet connection – When required, Reference Blower Package Configuration 2.3.
  - 1) 6" or smaller connection, a web-reinforced silicone rubber sleeve with corrosion-resistant clamps shall be provided. (Compak BBC, CBC, DBC and EBC series)
  - 2) 8" and 10" piped inlet connection, an arch-type EPDM web-reinforced sleeve with corrosion-resistant clamps shall be provided. (Compak FBC series)
  - 3) 10" ANSI/DIN flanged inlet connection, an ANSI/DIN flanged arch-type EPDM web reinforced connector shall be provided. (Compak HBC series)
4. Blower instrumentation gauges
  - a. The following gauges shall be pre-piped and panel mounted on the front of the sound enclosure. Gauges shall not be shipped loose for field installation.
  - b. Discharge pressure gauge
    - 1) The discharge pressure gauge shall measure the pressure at the discharge of the blower.
    - 2) The discharge pressure gauge shall be a dual unit (English – PSI / Metric – Bar) with a range of 0 – 23 psi (0 – 1.6 bar). The minimum dial diameter shall be 2 ½", made with a stainless-steel case, and be glycerin-filled for pulsation dampening.
  - c. Discharge temperature gauge with adjustable switch
    - 1) The discharge temperature gauge shall measure the temperature at the discharge of the blower package.
    - 2) The discharge temperature gauge shall be dual unit (English - °F / Metric - °C) with a range from 32 – 392°F (0 – 200°C) and include an adjustable set point dial. The minimal dial diameter shall be 2 ½", made with a black plastic case, and have a liquid-filled measuring system that is converted by a Bourdon tube into a rotary movement of the pointer. The rotary movement of the pointer spindle shall operate an SPDT microswitch through a lever system. Voltage rating up 220v, 5amps.
    - 3) The high-temperature set point shall be as recommended by the blower manufacturer.
    - 4) Connection of the switch to the control system is not part of the blower manufacturer's scope of supply. The switch shall be wired to shut down the blower package when actuated.
  - d. Filter differential pressure gauge
    - 1) The filter differential pressure gauge shall measure the pressure difference from the ambient to the back side of the filter that is integral to the blower package's inlet silencer. When the filter starts to become dirty, the resistance shall be shown on a resettable red dial indicating when the filter shall be changed.

5. Oil Drains

- a. An oil drain from the blower drive-end and gear-end lubricating oil sumps shall be separately piped to the front of the blower base with flexible tubing. Common fill and drain shall not be allowed.
- b. Each oil drain shall include a drain valve installed for ease of maintenance. The drain valves shall be 90° nickel plated brass valves and include a fully retained gasketed threaded cap to prevent accidental discharge of the blower lubricant.

6. Vibration isolators

- a. Vibration isolators shall be provided between the base frame with integrated discharge silencer and sound enclosure skid to prevent transmission of vibration to the foundation.
- b. A ground wire shall be installed between the blower base and the sound enclosure base to allow for grounding of the complete blower package.

F. Blower Package Controls

1. Enclosure

- a. Blower controls shall be mounted in 304SS NEMA 4 enclosure. All components shall be dead-front mounted. Three-point latch with lockable handle. Enclosure shall be Cox CAMO compliant.

2. Control

- b. Blower controls shall be duplex configuration with time-based alteration when in the auto position. Delay start timer for lag blower start circuitry. Blower enclosure ventilation fan motor shall be interlocked with main blower motor. Fault of either motor shall alarm, and alternate to lag position unit.
- c. Electrical components shall be NEMA rated and shall include:
  - Blower Motor: Hand / Off / Auto Selector Switch
  - Ventilation Fan Motor: Auto / Hand Selector Switch.
  - Elapse Time Meter
  - High Motor Temperature Relay – Kaeser PTC
  - Fault Lights
  - Overload Fault Light
  - Lighting Arrestor
  - Phase Monitor
  - Main Breaker
  - Motor Breaker
  - Alternator
  - Timer
  - Blower Enclosure Ventilation Fan Circuit.
- d. Site Power: Per table.

- G. Nameplates: The blower package shall have at least two weatherproof corrosion-resistant type nameplates which include the manufacturer name, model number, year, max pressure difference, equipment number, part number, serial number, voltage, phase, HP, motor rpm, rated temperature, and FLA attached on the outside and inside of the blower package.
- H. Anchor bolts and hardware: Anchor bolts, washers, hex nuts, and all other fastening hardware shall be stainless steel and be supplied by the contractor.
- I. Paint Specification:
  - 1. The blower manufacturer is responsible for surface preparation, priming, and finish coating of the blower package and components requiring paint in accordance with the manufacturer's standard procedures. Field painting of blower equipment or supplying components that are only prime painted is not acceptable.
    - a. Cast parts are to be painted with a two-part gray epoxy primer and two-part top coat.
    - b. Fabricated parts are to be painted with a two-part gray epoxy primer and two-part top coat.
    - c. Sound enclosure parts are to be powder coated.
      - 1) Panels and base paint finish shall be pretreated by de-greasing and phosphate cleaning, then powder coated to a thickness of 70 µm -100 µm on both sides.
  - 2. The blower package is to be painted in the blower manufacturer's standard colors.

### Part 3 – Execution

#### 3.1 Field Quality Control

- A. As part of this contract, furnish the services of a manufacturer's authorized representative to assist Parish in inspecting and approving the installation, and to supervise a test run of the blower package. Minimum 1 day / 1 trip, per application.
- B. After the installation and test run have been completed; each blower package shall be given a field test in the presence of the Parish representative to verify that the operation is satisfactory and is in compliance with the Specification. If the blower package does not meet the Specification, corrective measures shall be taken to ensure the machine meets compliance.

3.3 Training: Furnish the services of a manufacturer's authorized representative, who will instruct plant personnel in the operation and maintenance of the blower package once installed by Parish DU personnel. This training shall be a minimum of four (4) hours for each unit. All procedures shall be covered including preventive maintenance, method of controlling the blower package, and troubleshooting.

**Section 04**  
**Bid Pricing Sheet**  
**One-Time Purchase for Abita Lakes & Westwood Blowers**  
**Bid No.: 24-6-2**

This will be a one-time purchase. Any delivery or service charges must be included in the bid price. Quantities are set. St. Tammany Parish Government (Parish) reserves the right to award materials bid in whole, in part and/or to multiple vendors. Bids must be submitted on the Pricing Sheet provided. All fields must be filled in, NO blanks will be permitted. If the item is unavailable please enter N/A.

Bidder must acknowledge all addenda. Enter the number the Parish has assigned to each of the addenda that the Contractor is acknowledging. The Contractor acknowledges receipt of the following:

**ADDENDA:** \_\_\_\_\_

Bid Item	Location	Qty	Unit	Price / Unit	Total Price
1-TU24000084	Abita Lakes #2	1	EA		
2-TU24000131	Westwood Digester	2	EA		
3- TU24000131	Westwood EQ Basin	2	EA		
4- TU24000131	Westwood #2 Plant	1	EA		
5- TU24000131	Westwood #1 Plant	1	EA		
<b>Time of Delivery:</b>		<b>_____ (I/We) will make delivery complete within _____ days from the date of NTP.</b>			

Contractor: \_\_\_\_\_

Address Line 1: \_\_\_\_\_

Address Line 2: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Total quote amount (Dollars):** \$ \_\_\_\_\_

**Total quote amount (Written):** \_\_\_\_\_

Contractor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Contractor Printed Name: \_\_\_\_\_

## Section 05

### CONTRACT FOR MATERIALS OR SUPPLIES

Contract No.: «txtMunisContractNum»

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, by the Parish of St. Tammany Government, through the Office of the Parish President (hereinafter sometimes referred to as the "Parish") and Crawler Supply, Co., an entity qualified to do and doing business in this State and Parish (hereinafter referred to as "Vendor") do hereby enter into contract under the following terms and conditions.

The Parish has caused Contract Documents to be prepared for purchasing certain supplies as specified in the accompanying documents, and

The Parish has solicited/advertised to/for Vendors, has received, analyzed same and duly awards a contract to the "Vendor" for Materials or Supplies as stated more in detail in the documents hereto attached:

This contract is awarded on a unit price, "As Needed" basis according to the specifications provided. St. Tammany Parish Government takes no responsibility for payment of orders not following proper procedure.

#### 1. SCOPE OF SERVICES AND PAYMENT

1.1 The Parish requires the Vendor to:

«txtScopeSummary»

1.2 Further details of the work and the responsibilities of the Vendor will be provided in the documents, a copy of which will be maintained by the supervising Department and the Procurement Department. The Parties are bound to these details and responsibilities as if copied herein in extenso. Vendor will invoice Parish as deliveries are made, and verified by the supervising Department. Vendor agrees to update, provide and/or

substantiate all applicable policies of insurance and bonding, as is required and/or requested by the Parish.

## **2. JURISDICTION**

This Contract shall be deemed to be a Contract made under the Laws of the State of Louisiana, and for all purposes shall be interpreted in its entirety in accordance with the laws of said State. The Vendor hereby agrees and consents to the jurisdiction of the courts of the State of Louisiana over its person. The Parties hereto agree that the sole and exclusive venue for all lawsuits, claims, disputes, and other matters in question between the Parties to this Contract or any breach thereof shall be in the 22nd Judicial District Court for the Parish of St. Tammany, State of Louisiana. It is also understood and agreed that the laws and ordinances of St. Tammany Parish shall apply.

## **3. SEVERABILITY**

If any provision or item in this Contract is held invalid or unenforceable for any reason, then such invalidity or unenforceability shall not affect other provisions or items of this Contract. In such event, the remaining portions shall be given full force and effect without the invalid provision or item, and to this end the provisions or items of this Contract are hereby declared severable.

## **4. LIABILITY AND INDEMINIFICATION**

### **A. Duty to Defend**

Upon notice of any claim, demand, suit, or cause of action against the Parish, alleged to arise out of or be related to this Contract, Contractor shall investigate, handle, respond to, provide defense for, and defend at its sole expense, even if the claim, demand, suit, or cause of action is groundless, false, or fraudulent. The Parish may, but is not required to, consult with or assist the Contractor, but this assistance shall not affect the Contractor's obligations, duties, and responsibilities under this section. Contractor shall obtain the Parish's written consent before entering into any settlement or dismissal.

## **B. Contractor Liability**

Contractor shall be liable without limitation to the Parish for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors.

## **C. Force Majeure**

It is understood and agreed that neither party can foresee the exigencies beyond the control of each party which arise by reason of an Act of God or force majeure; therefore, neither party shall be liable for any delay or failure in performance beyond its control resulting from an Act of God or force majeure. The Parish shall determine whether a delay or failure results from an Act of God or force majeure based on its review of all facts and circumstances. The parties shall use reasonable efforts, including but not limited to, use of continuation of operations plans (COOP), business continuity plans, and disaster recovery plans, to eliminate or minimize the effect of such events upon the performance of their respective duties under this Contract.

## **D. Indemnification**

Contractor shall fully indemnify and hold harmless the Parish, without limitation, for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors. The Contractor shall not indemnify for the portion of any loss or damage arising from the Parish's act or failure to act.

#### E. Intellectual Property Indemnification

Contractor shall fully indemnify and hold harmless the Parish, without limitation, from and against damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities in any action for infringement of any intellectual property right, including but not limited to, trademark, trade-secret, copyright, and patent rights.

When a dispute or claim arises relative to a real or anticipated infringement, the Contractor, at its sole expense, shall submit information and documentation, including formal patent attorney opinions, as required by the Parish.

If the use of the product, material, service, or any component thereof is enjoined for any reason or if the Contractor believes that it may be enjoined, Contractor, while ensuring appropriate migration and implementation, data integrity, and minimal delays of performance, shall at its sole expense and in the following order of precedence: (i) obtain for the Parish the right to continue using such product, material, service, or component thereof; (ii) modify the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; (iii) replace the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; or, (iv) provide the Parish monetary compensation for all payments made under the Contract related to the infringing product, material, service, or component, plus for all costs incurred to procure and implement a non-infringing product, material, or service of at least equal quality and performance. Until this obligation has been satisfied, the Contractor remains in default.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon the Parish's unauthorized: i) modification or alteration of the product, material or service; ii) use of the product, material or service in combination with other products not furnished by Contractor; or, iii) use of the product, material or service in other than the specified operating conditions and environment.

## **5. TERMINATION, CANCELLATION, AND SUSPENSION**

### **A. Termination**

The term of this Contract shall be binding upon the Parties hereto until the work has been completed by the Provider and accepted by the Parish, and all payments required to be made to the Provider have been made. But, this Contract may be terminated upon thirty (30) days written notice under any or all of the following conditions:

- 1) By mutual agreement and consent of the Parties hereto;
- 2) By the Parish as a consequence of the failure of the Provider to comply with the terms, progress, or quality of the work in a satisfactory manner, proper allowances being made for circumstances beyond the control of the Provider;
- 3) By either party upon failure of the other party to fulfill its obligations as set forth in this Contract;
- 4) By the Parish with less than thirty (30) days' notice due to budgetary reductions and changes in funding priorities by the Parish;
- 5) In the event of the abandonment of the project by the Parish.

Upon termination, the Provider shall be paid for actual work performed prior to the Notice of Termination, either based upon the established hourly rate for services actually performed, or on a pro-rata share of the basic fee based upon the phase or percentage of work actually completed, depending on the type of compensation previously established under this Contract.

Upon Termination, the Provider shall deliver to the Parish all original documents, notes, drawings, tracings, computer files, and other files pertaining to this Contract or the Work performed, except for the Provider's personal and administrative files.

### **B. Cancellation**

The continuation of this Contract is contingent upon the appropriation of funds to fulfill

the requirements of the Contract by the Parish. If the Parish fails to appropriate sufficient monies to provide for the continuation of this or any other Contract, or if such appropriation is reduced by the veto of Parish President by any means provided in the appropriations Ordinance to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated. It is understood and agreed that paragraph (9)(C) below may preempt this paragraph, all at the exclusive and unilateral option of the Parish.

**C. Suspension**

Should the Parish desire to suspend the work, but not definitely terminate the Contract, the Parish shall supply the Provider with thirty (30) days' notice. The Parish will also supply Provider thirty (30) days' notice that the work is to be reinstated and resumed in full force. Provider shall receive no additional compensation during the suspension period. The Parties may revisit the terms of this Contract during the suspension period. The suspension shall not exceed six (6) months, unless mutually agreed upon between the Parties.

**D. Default of Contractor**

Failure to complete or deliver within the time specified or to provide the services as specified in the bid or response will constitute a default and may cause cancellation of the contract. Where the Parish has determined the contractor to be in default. The Parish reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with the cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid or response from the defaulting contractor will be considered.

**E. In the event of a default and/or breach of this agreement and this matter is forwarded to legal counsel, then the prevailing party may be entitled to collect a reasonable attorney fees and all costs associated therewith whether or not litigation is initiated. Attorney**

fees shall be based upon the current, reasonable prevailing rate for counsel in the private sector. The Parties agree to be responsible for such attorney fees, together for all with legal interest from date of agreement breach, plus all costs of collection.

- F. Termination or cancellation of this agreement will not affect any rights or duties arising under any term or condition herein.

As to the filing of voluntary or involuntary bankruptcy by Provider, Provider agrees that if any execution or legal process is levied upon its interest in this Contract, or if any liens or privileges are filed against its interest, or if a petition in bankruptcy is filed against it, or if it is adjudicated bankrupt in involuntary proceedings, or if it should breach this Contract in any material respect, the Parish shall have the right, at its unilateral option, to immediately cancel and terminate this Contract. In the event that Provider is placed in any chapter of bankruptcy, voluntarily or involuntarily, or otherwise triggers any provision of the preceding sentence herein, it is understood and agreed that all materials, goods and/or services provided shall be and remain the property of the Parish. All rights of Provider as to goods, wares, products, services, materials and the like supplied to Parish shall be deemed forfeited.

## **6. AUTHORITY TO ENTER CONTRACT**

The undersigned representative of Vendor warrants and personally guarantees that he/she has the requisite and necessary authority to enter and sign this Contract on behalf of the corporate entity, partnership, etc. The undersigned Parties warrant and represent that they each have the respective authority and permission to enter this Contract. In the event that Vendor is a member of a corporation, partnership, LLC, LLP, or any other juridical entity, the Parish requires, as an additional provision, that Vendor supplies a certified copy of a corporate resolution authorizing the undersigned to enter and sign this Contract. Another option to fulfill this additional provision he/she can supply Louisiana Secretary of State Business filings confirming that he/she is a managing member of a corporation, partnership, L.L.C., L.L.P., or any other juridical entity which authorizes the undersigned to enter and sign this Contract.

In Witness thereof, the Parties hereto on the day and year first above written have executed this Contract in **One (1)** counterparts, each of which shall, without proof or accountancy for the other counterparts, be deemed an original thereof.

**WITNESSES:**

**VENDOR:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Date**

**WITNESSES:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Print Name**

**ST. TAMMANY PARISH GOVERNMENT:**

\_\_\_\_\_  
**Michael B. Cooper**  
**Parish President**

\_\_\_\_\_  
**Date**

**APPROVED BY:**

\_\_\_\_\_  
**Assistant District Attorney**  
**Civil Division**

\_\_\_\_\_  
**Date**