INVITATION TO BID

DPS 14 – Pump #3 Bearing Replacement

Solicitation # 2024-SWBNO-78 (5260)



Bid Due Date: October 17, 2024 Bid Due Time: 11:00 AM CST

Sewerage and Water Board of New Orleans

Invitation to Bid DPS 14 Pump #3 Bearing Replacement 2024-SWB-78 (5260)

The Sewerage and Water Board of New Orleans (SWBNO) is soliciting bids from vendors for DPS 14 Pump #3 Bearing Replacement.

Invitation to Bid (ITB) will be available September 24, 2024, for download at the following websites:

Board: https://www2.swbno.org/business bidspecifications.asp

LAPAC: https://www.cfprd.doa.louisiana.gov/OSP/LaPAC/dspBid.cfm?search=department&term=181

Fax and email submission will not be accepted.

All bidders may attend a non- mandatory pre-bid site walkthrough at 1:00 p.m. (CDT), October 3, 2024, 12200 Haynes Blvd., New Orleans, LA

Bids will be received by the Sewerage and Water Board of New Orleans Procurement Department by 11:00 a.m. (Central Time) on, October 17, 2024. For submission instructions, see bid documents.

Bids will be publicly opened on, October 17, 2023, at 11:30 a.m. (Central Time) in the Procurement Conference Room, Rm 131, located at 625 St. Joseph St., New Orleans, Louisiana 70165.

Microsoft Teams Need help?

Join the meeting now

Meeting ID: 233 676 256 82

Passcode: 4byvbX

Dial in by phone

+1 504-224-8698,,766987939# United States, New Orleans

Find a local number

Phone conference ID: 766 987 939#

Bids will be received by the Sewerage and Water Board of New Orleans Procurement Department by October 17, 2024, at 11:00 a.m. (CDT). For submission instructions, see bid documents.

Bids will be publicly opened on October 17, 2024, at 11:30 a.m. (CDT) in the Procurement Conference Room, Rm 131, located at 625 St. Joseph St., New Orleans, Louisiana 70165.

LATE BIDS WILL NOT BE ACCEPTED.

Sewerage and Water Board of New Orleans Invitation to Bid DPS 14 Pump #3 Bearing Replacement

Bidder's Information

1. Point of Contact/ Inquiries/ Requests for Information:

The point of contact for this ITB is Kimberly Barnes. All correspondence and other communications regarding this ITB shall be directed to Kimberly Barnes, Procurement Director, Sewerage and Water Board of New Orleans, 625 St. Joseph Street, Room 133, New Orleans, Louisiana 70165.

Inquiries and/or Requests for Information are due to the SWBNO Procurement Department via email to kbarnes@swbno.org no later than timeline stated in the Anticipated Bid Timetable below. Any request received after that time may not be reviewed for inclusion in this ITB. The request shall contain the requester's name, address, and telephone number.

The Procurement Department will issue a response to any inquiry if it deems it necessary, by written addendum to the ITB, posted on SWBNO's website, and issued prior to the ITB's Delivery Deadline. The Bidders shall not rely on any representation, statement, or explanation other than those made in this ITB or in any addenda issued. Where there appears to be a conflict between this ITB and any addendum issued, the last addendum issued will prevail.

Bids will be received by the Sewerage and Water Board of New Orleans Procurement Department as stated in the **Anticipated Bid Timetable.**

2. Submission Instructions:

Ways to submit a bid:

Hard Copy Submission:

Signed hardcopy of the bid in a sealed envelope

Mark the front envelope with the following: Solicitation # 2024-SWB-78 DPS 14 Pump #3 Bearing Repairs Company Name Company Address Company Contact Name, Phone Number, and Email Address

Address envelope to: Sewerage and Water Board of New Orleans Attn: Kimberly Barnes 625 St. Joseph St. Rm 133 New Orleans, LA 70165

Fax and email submission will not be accepted.

Mail or courier specifications:

Bidder remains responsible for ensuring that the bid is delivered prior to the submission deadline with a proof of delivery. Failure to meet the submission deadline, irrespective of the mode of delivery, shall result in the rejection of the bid.

- Bid documents should be contained in a sealed envelope and be placed in the shipping envelope or box. If the mailed bid is not contained in a separate sealed envelope, the bidder takes the risk that the envelope may be inadvertently opened, and the information compromised.
- Please add the Procurement Analyst's name in the Attention Line of the shipping label to ensure proper delivery.

3. <u>Bid Opening</u>

Bids will be received by the Sewerage and Water Board of New Orleans Procurement Department as stated in the **Anticipated Bid Timetable.**

Bids will be publicly opened in the Procurement Conference Room, Rm 131, located at 625 St. Joseph St., New Orleans, Louisiana 70165 or if you are unable to attend this in-person meeting, you can also join via teleconference call:

Microsoft Teams Need help?

Join the meeting now

Meeting ID: 248 057 548 05

Passcode: dyKrAc Dial in by phone

+1 504-224-8698,,588666058# United States, New Orleans

Find a local number

Phone conference ID: 588 666 058#

4. Anticipated Bid Timetable

The Board will make every effort to administer the ITB process in accordance with the terms and dates discussed in this solicitation. However, SWBNO reserves the right to modify the ITB process and dates as deemed necessary at its sole discretion. The Procurement Department will a written addendum to the ITB should there be any changes.

Event	Date	Local
ITB Release	September 24, 2024	
On-site Non-Mandatory Pre-Bid Meeting	October 3, 2024	1:00 p.m.
Bidders' Written Questions Deadline	October 9, 2024	4:00 p.m.
Responses to Questions	October 14, 2024	
Bid Due Date and Time	October 17, 2024	11:00 a.m.
Bid Opening	October 17, 2024	11:30 a.m.
Award of Contract		

5. Changes, Addenda, or Withdrawal of Bids Before Deadline:

Any changes or addenda to a bid must be submitted in writing, signed by the authorized representative, cross-referenced clearly to the relevant bid section, and received by the Board's Procurement Department prior to the bid due date and time. Changes and addenda must meet all requirements for the bid. Any Bidder choosing to withdraw must submit a written withdrawal request to the Board's Procurement Department prior to the bid due date and time.

6. Prohibition on Communication:

From the time of advertising, and until the final award, there is a prohibition on communication by any Bidder (or anyone on their behalf) with the Board staff. Breaking the established prohibition on communication may result in a disqualification of the bid.

The point of contact for this ITB is Kimberly Barnes. All correspondence and other communications regarding this ITB shall be directed to Kimberly Barnes, Procurement Director, Sewerage and Water Board of New Orleans, 625 St. Joseph Street, Room 133, New Orleans, Louisiana 70165.

7. <u>Economically Disadvantaged Business Program</u>

It is the policy of the Board to encourage all vendors/contractors to identify and use SWBNO certified DBE vendors to the fullest extent possible, even when a definitive DBE participation goal has not been established by the Board for a specific contract.

Contractor agrees to use its best efforts to carry out this policy by utilizing the current listings of approved DBE vendors available at the Board's website at https://www.swbno.org/business disadvantagedbusinessprogram.asp.

8. Bidders must complete all required attachments. Failure to complete and submit the required documents and attachments shall result in your bid being deemed non-responsive.

NOTE: BIDS ON FORMS OTHER THAN THOSE PROVIDED WILL NOT BE CONSIDERED.

- **9.** All bids must be received by the Board on or before the Delivery Deadline. Bids delivered after the said deadline shall be rejected.
- 10. The naming of a certain brand, make, or manufacturer, or definite specifications is used only to denote the quality standard of product desired and that the bidder is not restricted to a specific brand, make, manufacturer or specification named but that the brand, make, manufacturer or definite specification is used only to set forth and convey to prospective bidders the general style, type, character, and quality of product desired and that equivalent products will be acceptable.
- 11. Prices bid in the submission must be written or typed legibly. <u>Erasures</u> or other changes in the Bid Prices must be initialed by the Bidder.

NOTE: ONLY BIDS WRITTEN IN INK OR TYPEWRITTEN WILL BE ACCEPTED. PENCIL FIGURES OR PENCIL SIGNATURES WILL DISQUALIFY BIDDER.

- 12. Discrepancies between the indicated product of any row of figures on the Bid Form and the correct product will be resolved in favor of the correct product. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 13. Submissions from any person, firm or corporation in default upon any contract with the Board will neither be received nor considered.
- 14. Any bid which does not fully comply with all the provisions of the "Bidder's Instructions" and the "Specifications" will be deemed non-responsive.
- 15. If a Bidder withdraws their bid after the bid due date and time and/or the bid opening time, the withdrawing Bidder will be prohibited from resubmitting for this ITB in accordance with La. R.S. 38:2214(D)(1).
- 16. The Contract may be awarded to a single bidder or to separate bidders whichever should appear to the best interest of the Board. If two or more bids are received, equal in amount and lower than any other

bid, the Board reserves the right to evaluate the bids and to decide which bid will be accepted. All other conditions being equal, preference will be given in accordance with La. R.S. 38:2184.

- 17. The Board reserves the right to reject any and all bids or proposals for just cause.
- 18. All bid pricing shall remain firm for a period of ninety (90) days after the date of bid opening.

19. Awards

The Board specifically reserves the right to evaluate bids and award items separately, grouped or an all or none basis, and to accept the bid, which is in the best interest of the Board, and to reject all proposals if that is in the best interest of the Board.

20. Objection of Recommendation/Award

Any formal protest against the recommendation of award which is to be made by an aggrieved Proposer must be submitted in writing to the Procurement Director, Cashanna K Moses at cmoses@swbno.org according to the Board's Policy 83(R): Procedural Rules for Bid Appeals.

21. <u>Tabulations</u>

To view unofficial bid tabulations after the bids have opened, please visit the Board website under Doing Business – Bids – Tabulations

https://www2.swbno.org/business bidtabulations.asp

22. Ownership:

All bids to this ITB are the property of the Board for all purposes. Bidders must clearly mark individual documents or information that the applicant claims are exempt from public record disclosure and specifically justify the exemption. The Board does not guarantee the confidentiality of submissions.

23. <u>Effect:</u>

This ITB and any related discussions, evaluations, qualifications, or resulting solicitations by the Board or any person on its behalf create no rights or obligations whatsoever except as provided in this ITB. The Board may cancel or modify this ITB or any resulting solicitation at any time at will, with or without notice. Anything to the contrary notwithstanding, any professional services agreement executed by the Board will be issued the exclusive statement of rights and obligations extending from this solicitation.

24. Errors or Omissions:

The Board will not be liable for any error in any bid. Bidder will not be allowed to alter bid documents after the deadline for bid submission, except under the following condition: The Board reserves the right to make corrections or clarifications due to patent errors identified in bids by the Board or the Bidder. The Board, at its option, has the right to require clarification or additional information from the Bidder.

25. Cost of Preparation:

The Board is not liable for any costs incurred by prospective Bidders or Contractors prior to issuance of or entering a Contract. Costs associated with developing the bid, and any other expenses incurred by the Bidder in responding to the ITB are entirely the responsibility of the Bidder and shall not be reimbursed in any manner by the Board.

28. Public Records Requests

To request a public record for the proposal documents, please submit to the following website: https://swbno.nextrequest.com/

General Specifications

1. <u>Beginning Dates of Contract and Shipments</u>

The initial contract period will begin on the date the contract is signed by the Board and will cover the requirements of the one (1) year. The contractor shall be prepared to begin shipments per the shipment delivery requirements in these specifications immediately upon execution of the contract.

The quantity listed is an estimate. In the event a greater or lesser quantity is needed, the Board reserves the right to increase or decrease quantity as needed.

2. Length of Contract Term

The unit prices shall cover the requirements of the Board for a period of one (1) year.

Upon the expiration of the initial contract term or any contract extension, the Contractor will continue to supply the product or services under the same terms and conditions on a month to month basis, for a maximum of three (3) months, until receiving a 30-day written notice of termination.

3. Contract Renewal Option

Between ninety (90) and one hundred twenty (120) days prior to the end of the initial contract period, the Contractor shall submit in writing to the Board (to the address specified in Paragraph 1, herein) stating their intent to renew (or not to renew) the contract with all terms, conditions, and prices of the original contract. Upon receiving and evaluating any proposals for contract renewal, the Board will have the option to accept this proposal for the additional renewal term(s), or to reject this proposal and open the contract for public bid if doing so would be in the best interest of the Board.

Technical Specifications

The Supplier shall furnish all labor, tools, supplies, parts, materials, equipment, and facilities necessary to repair one (1) vertical Fairbanks Morse 84" Screw Pump, Pump #3 at DPS 14. The pump location is 12200 Haynes Blvd., New Orleans, LA 70128 Pump #3. See Appendix A for related engineering drawings.

The right-angle gear drive has been removed and is being rebuilt. The suction bell has been removed and is currently in the pit.

- 1. .Contractor shall provide all labor, materials, and incidentals necessary to remove pump from pit, disassemble pump, replace bearings, re-install (1) vertical pump and commission the pump. The suction bell will not fit through the pump mounting penetration, so must be installed by entering the pump pit. Detailed shop drawings for the assembly and parts are in Appendix A.
- 2. Contractor is responsible for all electrical and mechanical disconnections required to perform the work, except power leads to the motor which will be done by Owner.
- 3. Contractor shall supply all tools, equipment, and temporary items necessary and proper to carry out the evident intent of this project.
- 4. Contractor shall supply a crane and a crane operator. Maximum lift of assembled pump is expected to be 27.5 tons. Contractor shall survey site to ensure crane reach is satisfied.
- 5. All scaffolding and supports required to complete the work shall be furnished by the Contractor
 - a. Contractor shall dewater the pump pit for work required under the station floor.
 - b. Stop logs are available to isolate the pump pit for dewatering. Contractor shall inspect the stop logs and repair, as necessary.
 - b. Contractor shall provide divers as needed.
 - c. Contractor shall install stop logs as needed and shall remove all debris from the pump pit after completion of assembly
- 6. Contractor is to utilize all the standard safety procedures called for by the construction industry according to the work being performed.
- 7. Contractor shall supply all materials necessary for completing the work required per these specifications. These materials shall include, but not be limited to, spacers, gaskets, fasteners, tape, and supports.
- 8. Owner is responsible for:
- a. Removing the suction bell
- b. Removing the gearbox
- c. The power leads to the motor will be connected and disconnected by the owner's facility maintenance team

SCOPE OF WORK

The repair scope is as described below:

- 1. Mobilize crew and equipment
- 2. Provide divers, if necessary, to access wet pit for the suction bell assembly.
- 3. Isolate and drain water from wet pit as necessary to complete scope. Install stop logs, drain pump pit, remove debris from pit, install suction bell, remove stop logs.
- 4. Disconnect stabilizer bar from pump in pit.
- 5. Remove catwalk, piping, and accessories, as necessary, to remove pump from pit for disassembly
- 6. Complete disassembly of the pump.
- 7. Inspect pump shaft run outs, critical register fits, bearing fits
- 8. Provide and install new shaft sleeves where needed
- 9. Manufacture (2) new cutlass bearings
- 10. Provide (1) radial steady bearing
- 11. Install new bearings
- 12. The clearances shall be checked before assembly.
- 13. During assembly the SWBNO Machine Shop authorized person will review the work at various inspection points and sign off. See form in Appendix B, "SWBNO Rotating Equipment Acceptance" form. Contractor shall communicate with SWBNO to arrange the inspections.
- 14. Existing grease lubrication piping shall be inspected, repaired, flushed, and cleaned.
- 15. Assemble/reinstall pump
- 16. Install 4" Pipe Pump Stabilizers in pump pit. Modifications to current design shall be approved by engineer.
- 17. Install right angle gear drive.
- 18. The power leads to the motor will be connected by the owner's facility maintenance team.
- 19. Complete balance of all systems functional testing, oil flushing, start-up, and commissioning. Furnish turnover packages.
- 20. Commission and startup pump to ensure satisfactory operation
- 21. Clean area and pump pit of all discarded materials

22. Demobilize crew and equipment.

Vendors should make a personal examination of the location of the proposed work and of the surroundings. They shall thoroughly acquaint themselves with the details of the work to be done and all the conditions and obstacles likely to be encountered, including hazardous conditions, in the performance and completion of work. Vendors shall inform themselves as to the facilities for the transportation, handling and storage of equipment and materials, and they shall carefully study the plans, specifications and other contract documents and thoroughly satisfy themselves as to the conditions under which the work is to be done, and as to the character, qualities and quantities of work to be performed, and materials to be furnished, and be prepared to execute a finished job in every particular without any extra charge except as may be specifically provided for elsewhere in these contract documents.

Completion time

- 1. All work shall be completed, and the equipment returned to normal service no more than <u>6 weeks</u> after receipt of the written notice to proceed, unless otherwise extended at the direction of SWBNO based on operational needs. Additional time for delivery of any materials that are backordered will be allotted as necessary.
- 2. The successful vendor is expected to direct the full force of its effort toward prompt completion of the work in accordance with the required completion time.
- 3. The work performed within the time frame stated above shall also include repair of damages to public or private property, complete cleanup of the premises, and completion of all punch list items generated by the Engineer's final inspection.
- 4. Extended working hours are allowed by arranging them with the Board representative.

Once all the work, other than operational tests and adjustments, are completed and just prior to starting the unit for the first time following the overhaul, a final inspection of the unit should be made. Some of the items listed below will have been checked previously, but because of potential damage to the machine, they should be checked again. This inspection should include, but not be limited to, the following:

- 1. Inspection of the pump internals should be made to check for any bolts, nuts, tools, etc. Once this area has been inspected and verified to be clean, no one should be allowed back in. If it is necessary for someone to go back into these areas, they should remove everything from their pockets and make a list of every tool that is taken in so that they can verify nothing is left inside when they are finished.
- 2. Clearances between stationery and rotating parts should be checked. Bearing covers should be checked for adequate clearance.
- 3. With full pressure and flow, check threaded and flanged joints of the various water lines to the unit for leaks. Check oil piping and bearing oil tubs for leaks at joints.

Initial Startup

- 5. The Initial Startup will be witnessed by the Engineer of Record and a representative of operations. The Contractor shall schedule Initial Startup with the Engineer of Record to determine a suitable time for required witnessing.
- 6. When the pump checkout has been completed and the clearance for the overhaul released, water is to be

introduced to the pump for startup. Maintenance personnel should watch for anything unusual when the pump is started. The pump should run under no load for a short period of time to listen for rubbing or other interferences. If no problems are noted, the pump should be loaded and run at full capacity. If any of the observers notice any unusual noise or other problems, they should notify the operator to immediately shut the unit down.

Functional Test

- 1. Once it is determined that the unit can be operated with no problems, the following readings and functional tests should be taken. These readings are suggested only as basic indication of the unit's condition.
- 2. Vibration analysis is required during the operating wet functional test to provide a baseline.

Test Report

- 1. Shortly after completion of the field acceptance tests, but not later than thirty (30) calendar days, the Contractor shall prepare and forward draft copies of the field acceptance test report to the Owner for review. After the review, the Contractor shall incorporate the comments in the final report. Copies of the final report shall be submitted to the Owner.
- 2. The report shall include a description of the item tested and of the instrumentation; a list of the test personnel; calibrations of measuring equipment; test procedure; tabulations of measurements taken; test results including final adjustments; a discussion of the test results and conclusions.

ATACHMENT A

INVITATION TO BID REQUIREMENTS

DPS 14 Pump #3 Bearing Replacement 2024-SWBNO-78 (5260)

Please note this checklist serves ONLY as a helpful guide. The Solicitation Checklist DOES NOT relieve the Bidder of the responsibility of ensuring that all requirements are included with their response. Please review the solicitation and its entire requirements, specifications, terms, and conditions of the solicitation for details.

Atı	tachment B Cover Sheet (Required)
Att	tachment C Bid Forms (Required)
Att	tachment D Affidavits
	Invitation to Bid Requirements (Informational Purposes) Terms and Conditions (Informational Purposes)

Failure to submit all required documents will render your bid non-responsive.

ATTACHMENT B COVER SHEET

Invitation to Bid: <u>DPS 14 Pump #3 Bearing Replacement</u>

Company Name:	
Company Address:	
Please provide the key contact person's info	rmation below:
Primary Contact Person:	
Name:	Title:
Cell Phone:	Email Address:
This ITB must be signed by an authorized R Signing indicates you have read and comply	Representative of the Company/Firm for bid to be valid with the Instructions and Conditions.
Name of Person Authorized to Sign:	
Title of Person Authorized to Sign:	
Signature of Person Authorized to Sign:	
Email Address of Person Authorized to Sign: _	
Date:	

ATTACHMENT C BID FORM

DPS 14 Pump #3 Bearing Replacement

Vendor Name:	

Item	Description	QTY	UOM	UNIT PRICE	TOTAL
001	Mobilize to jobsite	1	Lump Sum	\$	\$
002	Remove pump from pit and disassemble pump as necessary to access bearing for replacement	1	Lump Sum	\$	\$
003	Inspect pump shaft, run outs, critical register fits, bearing fits	1	Lump Sum	\$	\$
004	Manufacture/supply new cutlass bearings (2)	1	Lump Sum	\$	\$
005	Provide (1) radial steady bearing and sleeve	1	Lump Sum	\$	\$
006	Install new bearings	1	Lump Sum	\$	\$
007	Assemble pump and reinstall pump in pit	1	Lump Sum	\$	\$
008	Start up and Commission	1	Lump Sum	\$	\$
	Total Cost	\$			

ATTACHMENT CONFLICT OF INTEREST DISCLOSURE AFFIDAVIT

STATE OF			
PARISH/COUNTY	OF		
	rsigned authority, came and appearn, deposed and said that:	ared	who,
He/She is the	after called "Proposer."	norized representative of	
, here	after called "Proposer."		
(circle one) in conne if awarded the contr proposed subcontrac (If a co	reby confirms that a conflict(s) of ction with this solicitation which act, including any familial or buse ctors, and their principals have inflict(s) of interest exists and/or ites involved and why there is a confict.	might impair Respondent's a siness relationships that the with the Board officials may exist, describe in a letter	bility to perform Respondent, the s or employees. ter the nature of
	Respondent Representative (Signature)	gnature)	
	(Print or type name)		
	(Address)		
	SUBSCRIBED BEFORE ME OF	20	
NOTARY PUBLIC	(Signature)	NOTARY PUBLIC (I	Print Name)
Notary ID#/Bar Roll	#		

ATTACHMENT CONVICTED FELON AFFIDAVIT

STATE OF	
PARISH OF	
Before me, the undersigned author	rity, came and appeared,
who, being first duly sworn, deposed and	said that:
1. He/She is the	and authorized representative of
	, hereafter called "Contractor."
2. The Contractor complies with City Co	ode Section 2-8 (c) for the City of New Orleans.
3. No Contractor principal, member, of	or officer has, within the preceding five years, beer
convicted of, or pled guilty to, a felony u	under state or federal statutes for embezzlement, theft o
public funds, bribery, or falsification or de	estruction of public records.
	Contractor Representative (Signature)
	(Print or type name)
	(Address)
Sworn to and subscribed before me, in (C	ITY/STATE)
thisday of (MONTH)	, 20
Notary Public	<u> </u>
Notary Identification No./Bar Roll No.	<u> </u>

ATTACHMENT NON-COLLUSION AFFIDAVIT

STATE OF					
PARISH/COUNTY OF					
, being first	duly sworn, deposes and says that:				
(1) He is (Owner) (Partner) (Office) (Representative)	(1) He is (Owner) (Partner) (Office) (Representative) or (Agent), of:				
the Proposer that has submitted the attached Propo	sal:				
(2) Such Proposal is genuine and is not a collusive or s	sham Proposal:				
(3) Neither the said Proposer nor any of its officers, paremployees or parties of interest, including this affiant, connived or agreed, directly, or indirectly with any other collusive or sham proposal in connection with the Conbeen submitted or to refrain from proposing in connectmanner, directly or indirectly sought by agreement or with any other Proposer, or to fix any overhead, profit proposal price of any other proposer, or to secure throw Water Board of New Orleans of any person interested	has in any way colluded, conspired, her Proposer, firm or person to submit a stract for which the attached Proposal has tion with such contract, or has in any collusion or communication or conference or cost element of the proposal price or the high any advantage against the Sewerage and in the proposed contract; and				
(4) The price or prices quoted in the attached Proposal any collusion, conspiracy, connivance or unlawful agree					
its agents, representatives, owners, employees, or parti					
Proposer Representative (Signature)	Title				
(Print or type name)					
SWORN TO AND SUBSCRIBED BEFORE ME					
THIS DAY OF 20	Notary ID#/Bar Roll #				
NOTARY PUBLIC (Signature)	NOTARY PUBLIC (Print Name)				

ATTACHMENT NON-SOLICITATION AFFIDAVIT

STATE OF	
PARISH/COUNTY OF	<u>-</u>
Before me, the undersigned authority, can	ne and appeared,
who, being first duly sworn, deposed and	said that:
1. He/She is the	and
authorized representative of _	hereafter called "Contractor."
2. The Contractor has not employ	red or retained any company or person, other than
a bona fide employee working	g solely for him, to solicit or secure the subject
contract. The Contractor has n	not paid or agreed to pay any person, other than a
bona fide employee working for	or him, any fee, commission, percentage, gift, or
any other consideration conting	gent upon or resulting from the subject contract.
	Contractor Representative (Signature)
	(Print or type name)
	(Address)
Sworn to and subscribed before me, in	, Louisiana,
thisday of	
Notary Public	
Notary Identification No./Bar Roll No.	

ATTACHMENT CORPORATE RESOLUTION

A meeting of the Board of Directors of	a corporation organized under the laws
of the State of	and domiciled in
was held thisday,2	0 and was attended by a quorum of the members of the
Board of Directors.	
The following resolution was offered, duly so	econded and after discussion was unanimously adopted by said
quorum:	
BE IT RESOLVED, that	is hereby authorized
to submit proposals and execute agreements	on behalf of this corporation with the Sewerage and Water
Board of New Orleans ("SWBNO").	
BE IT FURTHER RESOLVED, that said a	uthorization and appointment shall remain in full force and effect, unless
revoked by resolution of this Board of Dire	ctors and that said revocation will not take effect until the Purchasing
Director of SWBNO, shall have been furnish	ned a copy of said resolution, duly certified.
I,, hereby certify	that I am the Secretary of, a
corporation created under the laws of the Sta	te of;
that the foregoing is a true and exact copy of	f a resolution adopted by a quorum of the Board of Directors of said
corporation at a meeting legally called and he	eld on the day of, as said resolution
appears of record in the Official Minutes of t	he Board of Directors in my possession.
Thisday of, 20	
	CE CIDETT A DAY
	SECRETARY

ATTACHMENT BIDDER'S ORGANIZATION

AN INDIVIDUAL		
Individual's Name:		
Doing business as:		
Address:		
	Fax No.:	
<u>A PARTNERSHIP</u>		
Firm Name:		
	gn:	
Title:		
	Fax No.:	
A LIMITED LIABILITY COMPANY		
Corporation Name:		
	gn:	
Title:		

A CORPORATION

IF PROPOSAL IS BY A CORPORATION, THE CORPORATE RESOLUTION MUST BE SUBMITTED WITH PROPOSAL.

Telephone No.: Fax No.: Email:

ATTACHMENT E TERMS AND CONDITIONS

ACT 318 OF 1958

Under the terms of Act 318 of 1958, of the Regular Session of the Legislature of the State of Louisiana, all things being equal, preference must be given to either (1) firms doing business in the State of Louisiana or (2) to products produced, grown, or manufactured in the State.

Before any bill for supplies shall be paid to any non-resident firm, a statement in writing shall be submitted by the seller to the effect that his firm has paid all taxes duly assessed by the State of Louisiana and its political subdivisions including franchise taxes, privilege taxes, sales taxed and all other taxes for which it is liable to the State and its political subdivisions.

JURIDICTION & CHOICE OF LAWS

The law of the State of Louisiana shall govern this contract. Exclusive venue for any lawsuits of disputes arising from or related to this solicitation or an agreement negotiated pursuant thereto shall be in the Civil District Court for the Parish of Orleans. This agreement shall be construed and enforced in accordance with the laws of the State of Louisiana, excepting its conflict of law provisions.

RIGHT TO AUDIT

The Board has the right to audit by its personnel or its authorized representative at all reasonable times, all records pertaining to the administration of this contract by the contractor, including its records of any subcontractor(s) employed on the contract. Such records shall be made and kept by the contractor in accordance with generally accepted accounting principles and practices. Records shall include, but are not limited to, accounting records, daily reports, correspondence, and subcontract files (hard copies as well as computer readable data, if it can be made available).

Records subject to audit shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to cost and/or change order requests associated with this contract. The Board also reserves the right to interview employees, make photocopies, inspect all records at a reasonable time for a minimum of five (5) years after completion of the project or formal acceptance by the Board of the contract. Contractors shall be required to retain such files of the project as

described herein for a minimum of five (5) years after completion of the project or formal acceptance of the contract by the Board.

INDEPENDENT VENDOR STATUS

The Vendor is an independent Vendor and will not be deemed an employee, servant, agent, partner, or joint venture of the Board and will not hold itself or any of its employees, subcontractors, or agents to be an employee, partner, or agent of the Board.

NON-DISCRIMINATION

In the performance of this Agreement, the Vendor will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex (gender), sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS – or HIV status against (1) any employee of the Board working with the Vendor in any of Vendor's operations within Orleans Parish or (2) any person seeking accommodations, advantages, facilities, privileges, services or membership in all business, social, or other establishments or organizations operated by the Vendor. The Vendor agrees to comply with and abide by all applicable federal, state, and local laws relating to non-discrimination, including, without limitation, Title VII of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

NON-DISCRMINATION IN EMPLOYMENT

In all hiring or employment made possible by, or resulting from this Agreement, there (1) will not be any discrimination against any employee or applicant for employment because of race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, affirmative action will be taken to ensure the Vendor's employees are treated during employment without regard to their race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.

This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, orientation, creed, culture, or ancestry. The Vendor will require all sub-contractors to comply with the requirements of this article.

NON-COLLUSION STATEMENT

The Contractor confirms that this Agreement is entered into with the Board without any connection with any person or persons making a proposal for the same services, and that it is in all respects fair and without collusion or fraud; also that no member of the Board or public official of the City, who are by law are excluded from participation herein, is directly or indirectly interested herein or in furnishing the services to which it relates or in any portion of the profits thereof.

NON-SOLICITATION STATEMENT

The Contractor has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Agreement.

CONVICTED FELON STATEMENT

By submitting a bid, the Contractor confirms that no principal, member, or officer of the Contractor has, within the preceding 5 years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

INSURANCE

1. Except as otherwise noted, at all times during this Agreement or the performance of work required by this Agreement, the Consultant will maintain the following insurance in full force and effect for the duration of the work under this Agreement:

A. Minimum Requirements:

i. Consultant shall maintain at its own expense, and in good standing, such insurance as will protect the SWBNO, the City of New Orleans, their officers, officials, employees, boards, commissions, and volunteers, and the Consultant itself, from and against any and all claims or damages to public or private property or personal injury, including death, to employees or the public, which may arise from any operations under this contract or any of its subcontracts. The coverage shall contain no special limitations on the scope of protection afforded to the SWBNO or the City. Both the SWBNO and the City shall appear as "Additional Insured" on all Commercial General Liability and Business Automobile Insurance. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the SWBNO and the City, their officers, officials, employees, boards and commissions, and volunteers.

The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

If this transaction requires the Consultant or subconsultant's employees to enter SWBNO's facilities or job sites, a senior employee of the Consultant and/or any subconsultant will review the SWBNO's Safety Orientation Notice (Notice) and will explain this Notice to every employee who will enter SWBNO facilities. This Notice is included as a part of the specifications for this contract.

Consultant and its insurers shall agree to waive all rights of subrogation, except on their Professional Liability Policy, against the SWBNO, the City, and their officers, officials, employees, boards and commissions, and volunteers for losses arising from work performed by the Consultant for SWBNO and the City. Each insurance policy required by this contract shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, that has been given to the Risk Manager of SWBNO. In general, insurance is to be placed with insurers with a Best's rating of at least A-, although this requirement may be reviewed and modified by the Risk Manager of SWBNO in the best interest of SWBNO. The Risk Manager may also consider performing such review upon written request from consultant. Consultant shall furnish SWBNO and the City with certificates of insurance affecting coverage required by this contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

The certificates of insurance are to be received and approved by the Risk Managers of SWBNO and the City before work commences. In the event of a claim, Consultant shall make applicable insurance policies available for review by SWBNO and the City. Consultant shall retain its rights to restrict disclosure of Consultant's proprietary information.

The following are the types of insurance policies and the minimum limits of insurance coverage which shall be maintained by consultant during the entire term of the Contract:

- a) WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE, as will protect it from claims under Workers' Compensation Laws. The Workers' Compensation section of the policy shall afford statutory limits and be in accordance with all Louisiana Workers' Compensation Statutes. The Employers' Liability limit shall not be less than \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee/policy limit for bodily injury by disease. Whenever any vessel or floating equipment is involved, the insurance shall afford coverage under the Federal Longshoremen's and Harbor Workers' Act, and shall also include protection for injuries and/or death to Masters and Members of the crews of vessels with statutory limits in accordance with the Jones Act.
- b) COMMERCIAL GENERAL LIABILITY INSURANCE, with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate, including Explosion, Collapse, and Underground Property Damage Hazards. The

Products-Completed Operations aggregate limit shall not be less than \$1,000,000 each occurrence. The general aggregate limit shall apply separately to this project.

- c) BUSINESS AUTOMOBILE INSURANCE, which shall cover liability arising from any auto (including owned, hired, and non-owned vehicle). The limit of liability shall not be less than \$1,000,000 combined with each accident for all injuries, property damage, and/or death resulting from one occurrence.
- d) ERRORS AND OMISSIONS/PROFESSIONAL LIABILITY INSURANCE, whichever is applicable to the particular profession or service to be provided, with limit of not less than \$1,000,000 each Claim, with a \$2,000,000 annual aggregate, without any restrictive "negligent act, negligent error, or negligent omission" clause and sufficient to protect the Consultant, SWBNO, and the City, for a five (5) year period from completion of this contract, against any and all claims which may arise from the Consultant's negligent performance of work described herein.

In addition, Consultant shall be required to furnish to the Risk Manager of SWBNO all copies of investigative reports regarding all claims filed with the Consultant and its insurance carriers relative to the contract, apart from claims filed against his Workers' Compensation Insurance. Such reports shall include date, location, and description of loss as well as amounts of settlements or judgments in order that annual aggregate limits may be monitored by SWBNO for Consultant's compliance with these specifications.

The furnishing of insurance as provided above shall not relieve Consultant of its responsibility for losses not covered by insurance. Prior to the signing of the contract, evidence of all such applicable insurance satisfactory to SWBNO shall be filed with the Risk Manager of SWBNO. All policies shall be in insurance companies authorized to do business in Louisiana and shall remain in full force and effect until the final completion of the work and acceptance thereof by the authority of SWBNO. Consultant and/or its insurer shall notify the Risk Manager of SWBNO at least thirty (30) days in advance of any insurance coverage to be canceled or of any insurance coverage that will expire. Consultant shall simultaneously furnish the SWBNO evidence of new coverage to be effective the same day and hour of the expired or canceled coverage. In the event Consultant fails to submit this evidence of new coverage five (5) days prior to cancellation date or expiration date of any policy or policies, SWBNO will obtain the required coverage to become effective on date of cancellation or expiration of said policies. The cost of such new coverage shall be at the expense of Consultant and any expenditure incurred by SWBNO of this coverage will be deducted from any balance due to Consultant.

- **B.** Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:
- i. Additional Insured Status. The Consultant will provide, and maintain current, a Certificate of Insurance naming the City of New Orleans, SWBNO, its departments, political subdivisions, officers, officials, employees, and volunteers are to be covered as "Additional Insureds" on the CGL policy with

respect to liability arising out of the performance of this agreement. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used). The Certificate of Insurance, as evidence of all required coverage, should name the Sewerage and Water Board of New Orleans Risk Manager and the City of New Orleans Risk Manager as Certificate holders and be delivered via U.S. Mail to 625 St. Joseph St., Room 119, New Orleans, LA 70165 and 1300 Perdido Street, 9E06—City Hall, New Orleans, LA 70112, respectively.

- ii. <u>Primary Coverage</u>. For any claims related to this contract, **the Consultant's insurance coverage shall be primary** insurance as respects SWBNO, its departments, political subdivisions, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by SWBNO shall be noncontributing to the Consultant's coverage.
- iii. <u>Claims Made Policies</u>. If applicable, the retroactive date must be shown and must be before the date of the contract or the beginning of work.
 - If the coverage is canceled or non-renewed, and not replaced with another claimsmade policy, Consultant must purchase "extended reporting" coverage for minimum of 5 years after the termination of this agreement
- iv. Waiver of Subrogation. The Consultant and its insurers agree to waive any right of subrogation which any insurer may acquire against SWBNO by virtue of the payment of any loss under insurance required by this contract.
- v. <u>Notice of Cancellation</u>. Each insurance policy required above shall provide that coverage shall not be canceled, except with prior notice to SWBNO of no less than 60 days.
- vi. Acceptability of Insurers. Insurance is to be placed with insurers licensed and authorized to do business in the State of Louisiana with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to SWBNO's Risk Manager.
 - 2. The Consultant will provide SWBNO's Risk Manager (at Attn: Risk Manager, 625 St. Joseph St., Room 119, New Orleans Louisiana 70165) and the City of New Orleans Risk Manager (at Attn: Risk Manager, 1300 Perdido Street, 9E06 City Hall, New Orleans, LA 70112) within ten (10) calendar days of the Effective Date and at any other time at the SWBNO's request the following documents:
 - a. Proof of coverage for each policy of insurance required by this Agreement.
 - b. Copy of the fully executed Agreement.
 - c. Copies of all policies of insurance, including all policies, forms, and endorsements; and
 - d. Statements disclosing any policy aggregate limit.

- 3. Without notice from the SWBNO, the Consultant will:
- 1. Replenish any policy aggregate limit that is impaired before commencement of any work or continuation of any work under this Agreement.
- 2. Substitute insurance coverage acceptable to SWBNO within thirty (30) calendar days if any insurance company providing any insurance with respect to this Agreement is declared bankrupt, becomes insolvent, loses the right to do business in Louisiana, or ceases to meet the requirements of this Agreement: and
- 3. Notify SWBNO's Risk Manager in writing within 48 hours of its receipt of any notice of non-renewal, cancellation, or reduction in coverage or limits affecting any policy of insurance maintained under this Agreement and provide proof of reinstatement or acceptable substitution prior to such non-renewal, cancellation, or reduction in coverage or limits.

Vendor shall indemnify, hold forever harmless, and defend the Board, its officers, agents, employees' representatives and insurers from any and all claims, demands, suits, money judgments, costs and expenses arising out of any accident, injury or damage to loss of property, life or personal injury during the performance of this contract, growing out of resulting from or by reason of any act or omission by the Vendor, their agents or employees.

The Vendor shall further indemnify and hold the Board harmless from all claims and liens for labor, services or material furnished to the Vendor in connection with the performance of this contract.

Limitations by statue as to Worker's Compensation or any other benefits payable by or on behalf of the Vendor to any injured party shall not limit the Vendor's indemnification of the Board under this agreement.

INDEMNIFICATION

To the fullest extent permitted by law, the Vendor shall indemnify, hold forever harmless, and defend the Board, its officers, agents, employees' representatives and insurers from any and all claims, demands, suits, money judgments, costs and expenses arising out of any accident, injury or damage to loss of property, life or personal injury during the performance of this contract, growing out of resulting from or by reason of any act or omission by the Vendor, his agents or employees.

The Vendor shall further indemnify and hold the Board harmless from all claims and liens for labor, services or material furnished to the Vendor in connection with the performance of this contract.

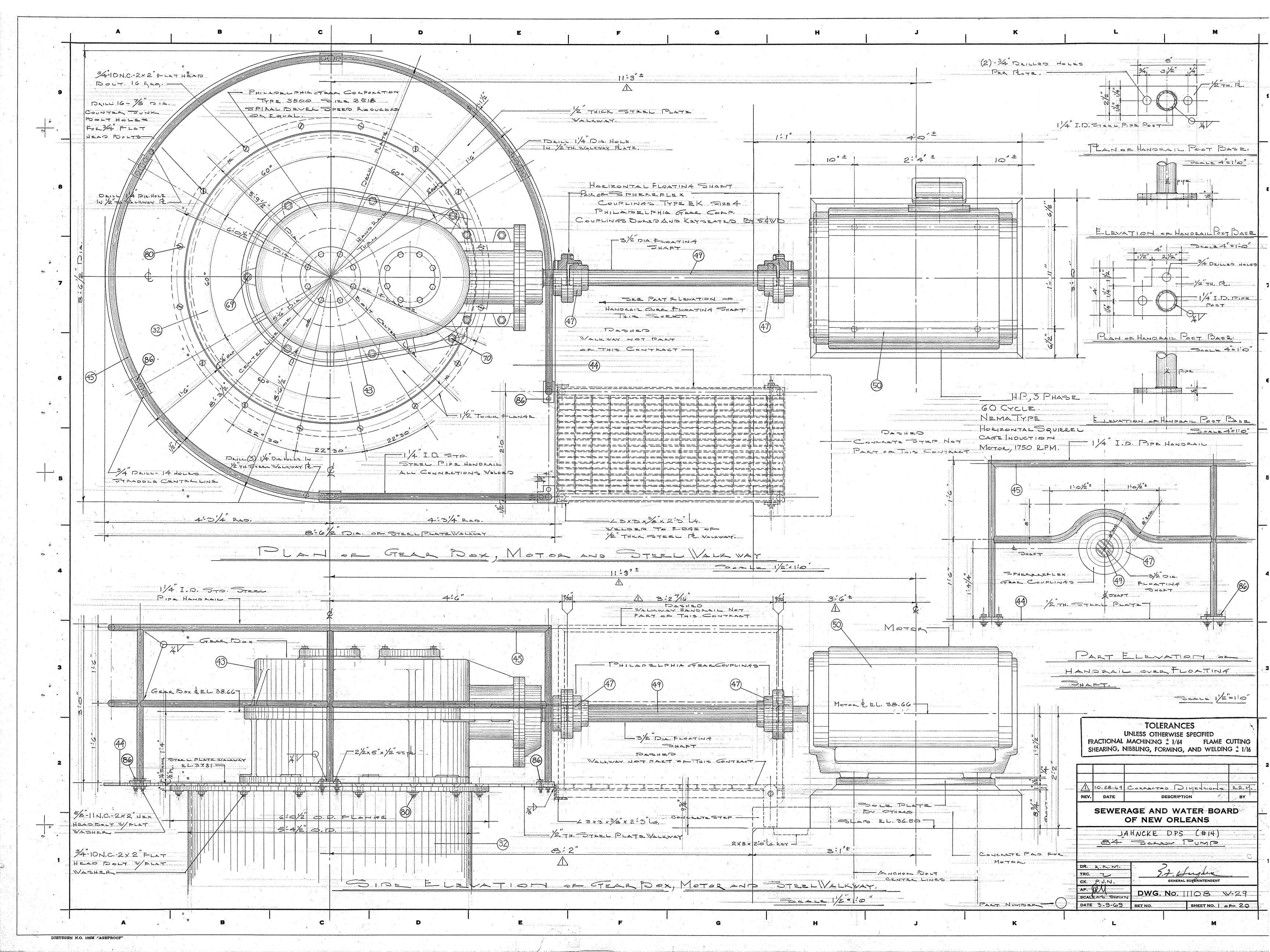
Limitations by statue as to workers' compensation or any other benefits payable by or on behalf of the Vendor to any injured party shall not limit the Vendor's indemnification of the Board under this agreement.

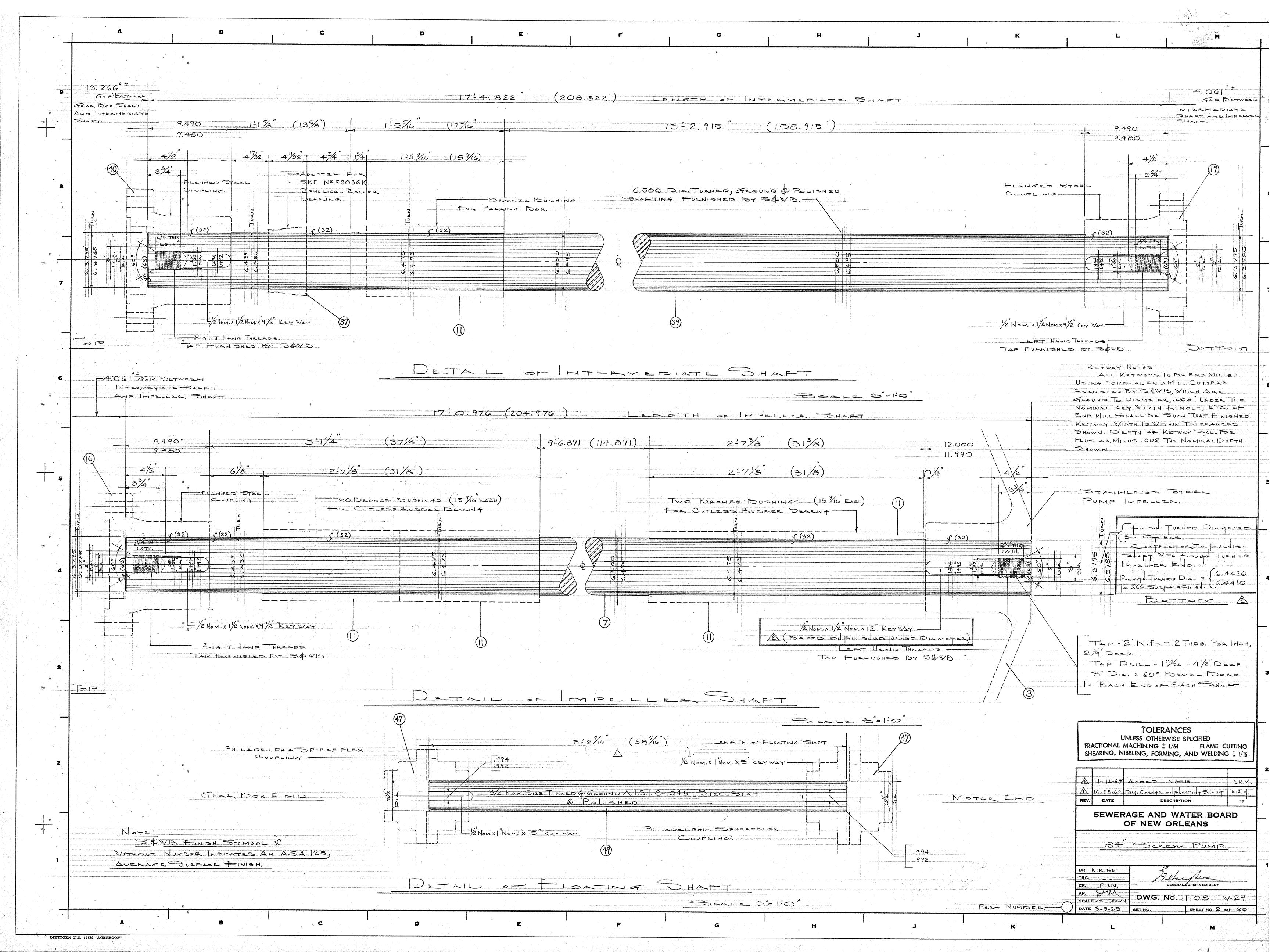
WORKER'S COMPENSATION

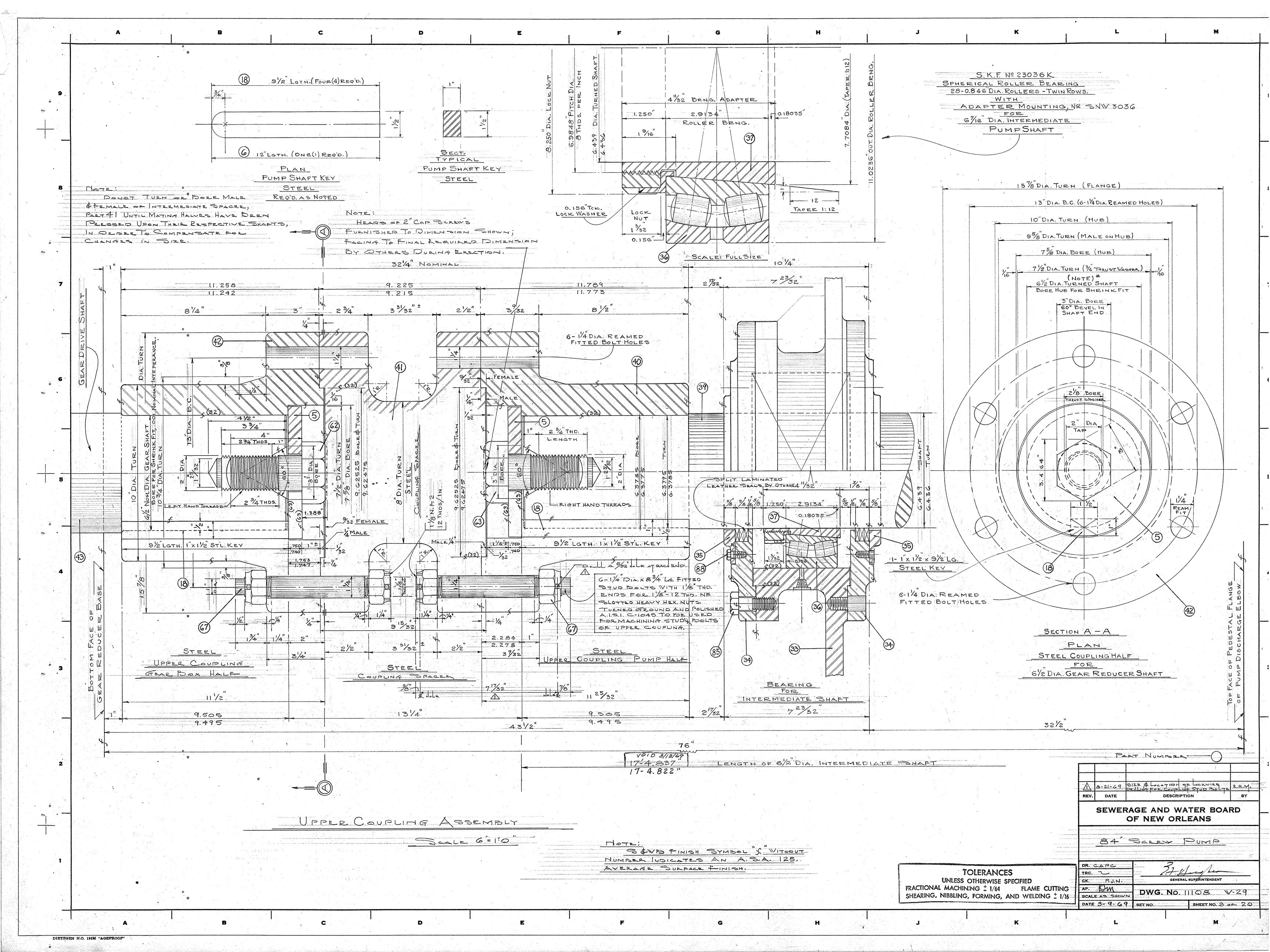
Vendor herein expressly agrees and acknowledges that it is an "independent contractor" as defined in LSA-R.S. 23:1021 (6). That its' employees shall not be considered employees of the Board for workers compensation coverage and that the Board shall not be liable to the Vendor or its employees for any workers compensation benefits or coverage.

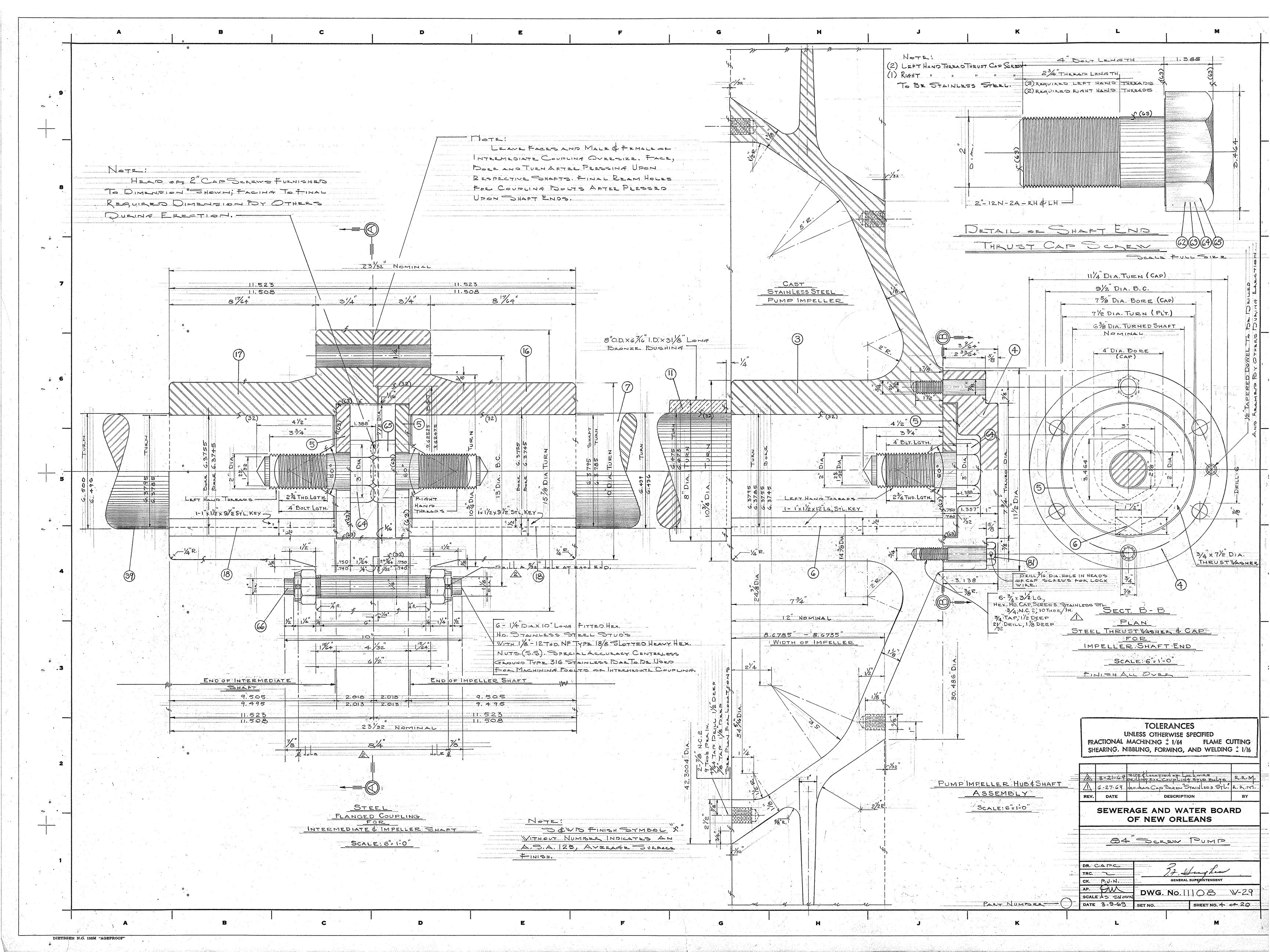
EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE

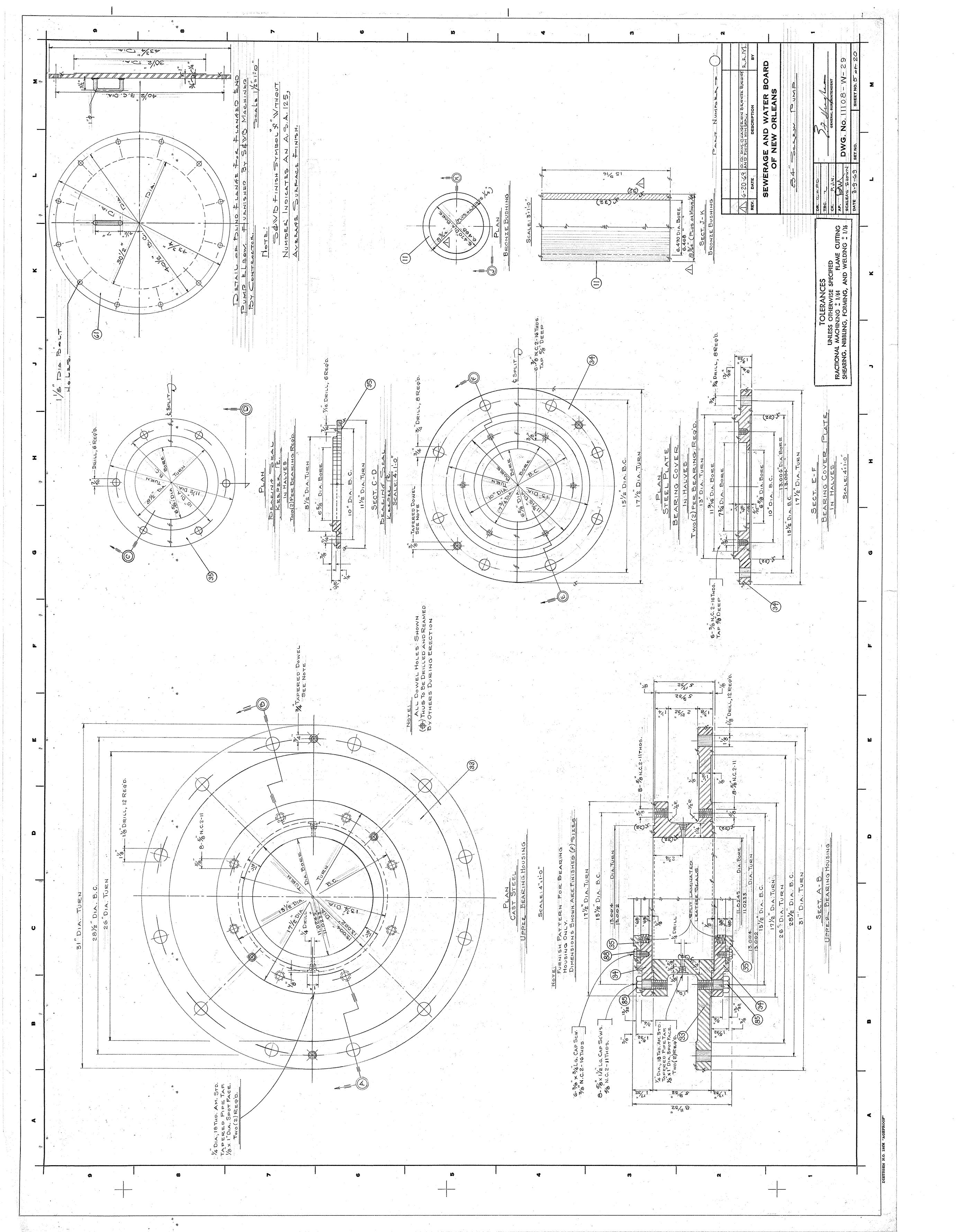
Vendor herein expressly agrees and acknowledges that it is an "independent contractor" as defined in LSA-R.S. 23:1472 (E), that neither the vendor nor anyone employed by the vendor shall be considered an employee or the Board for the purpose of unemployment compensation coverage.

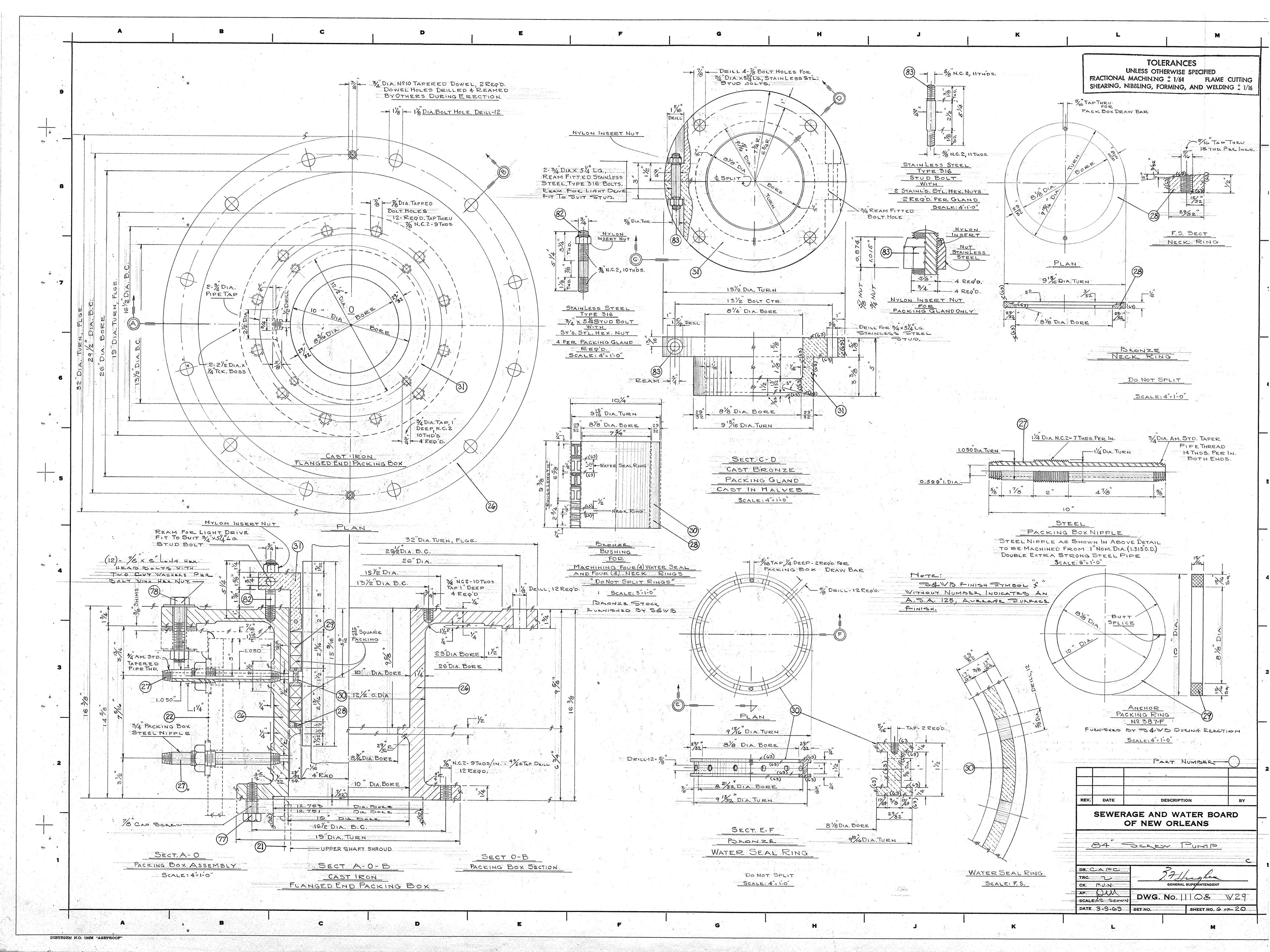


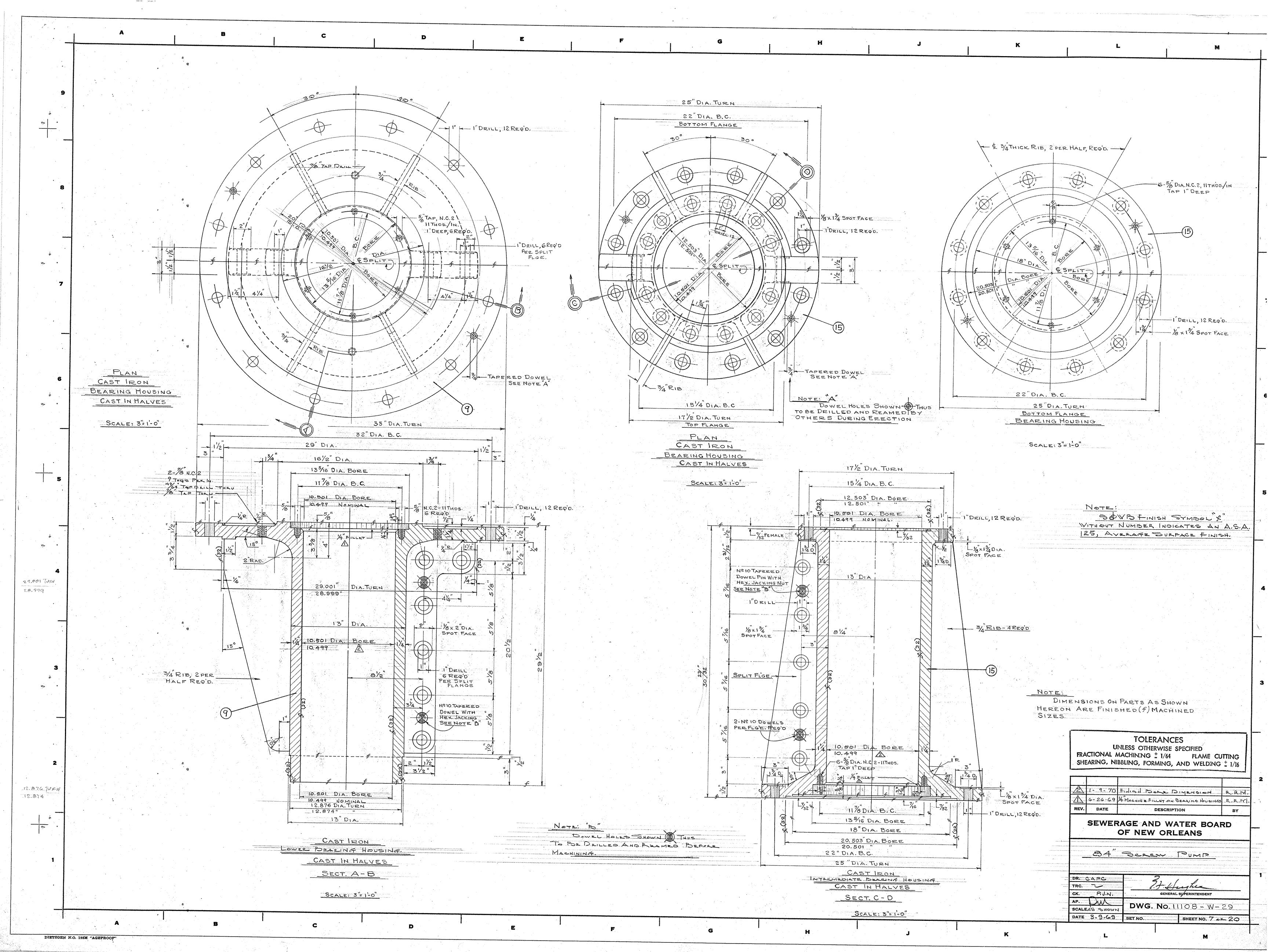


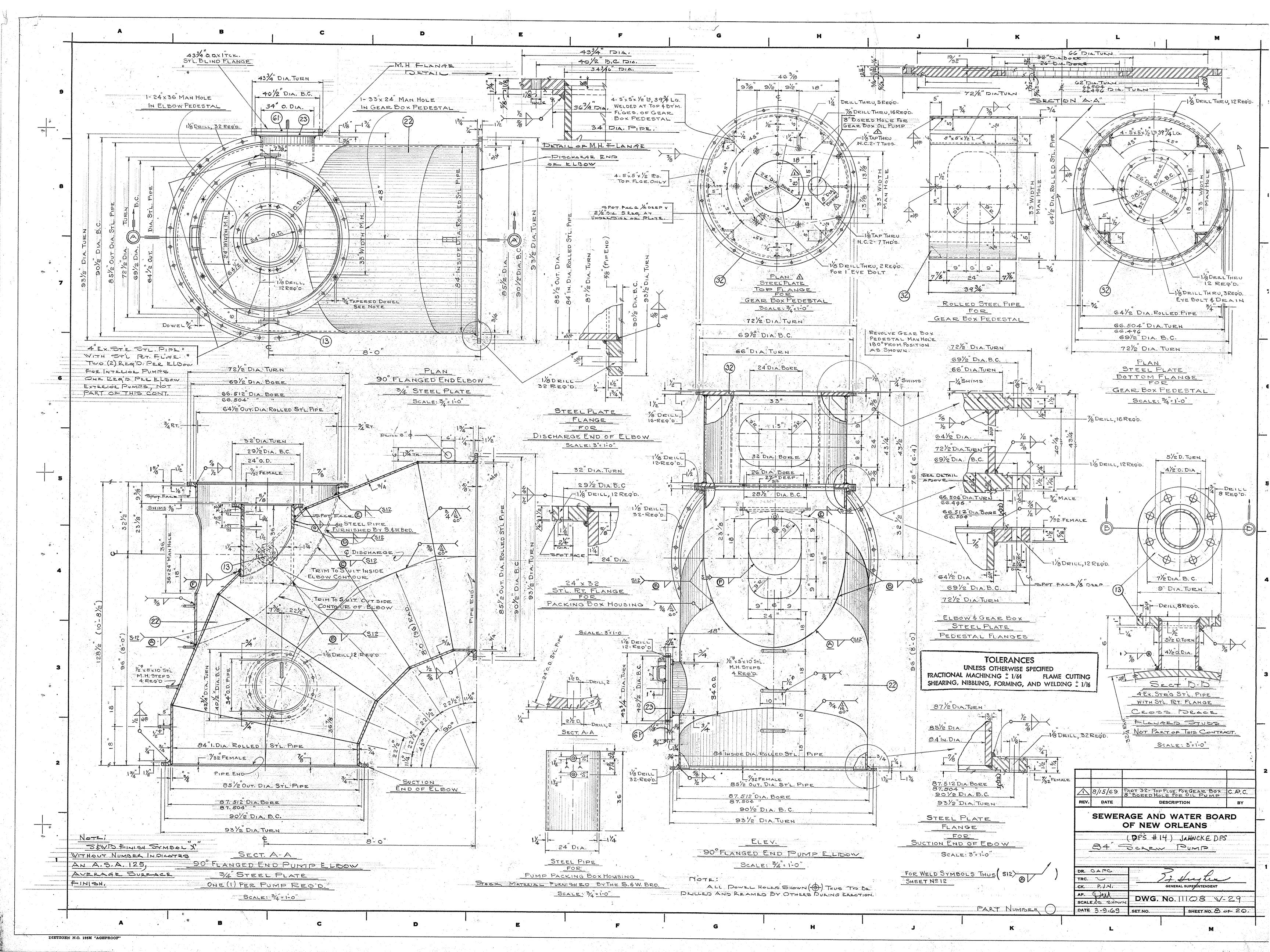


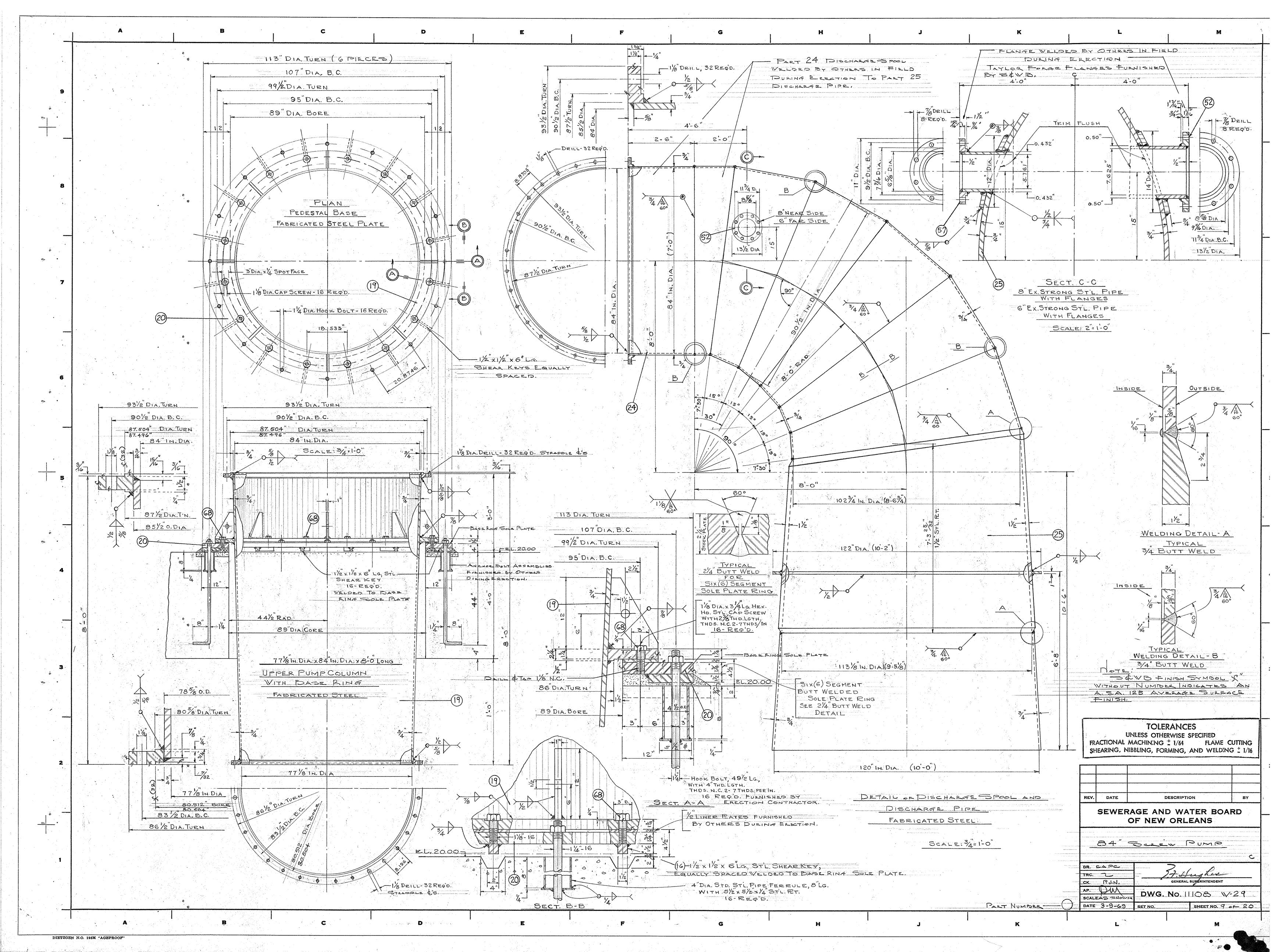


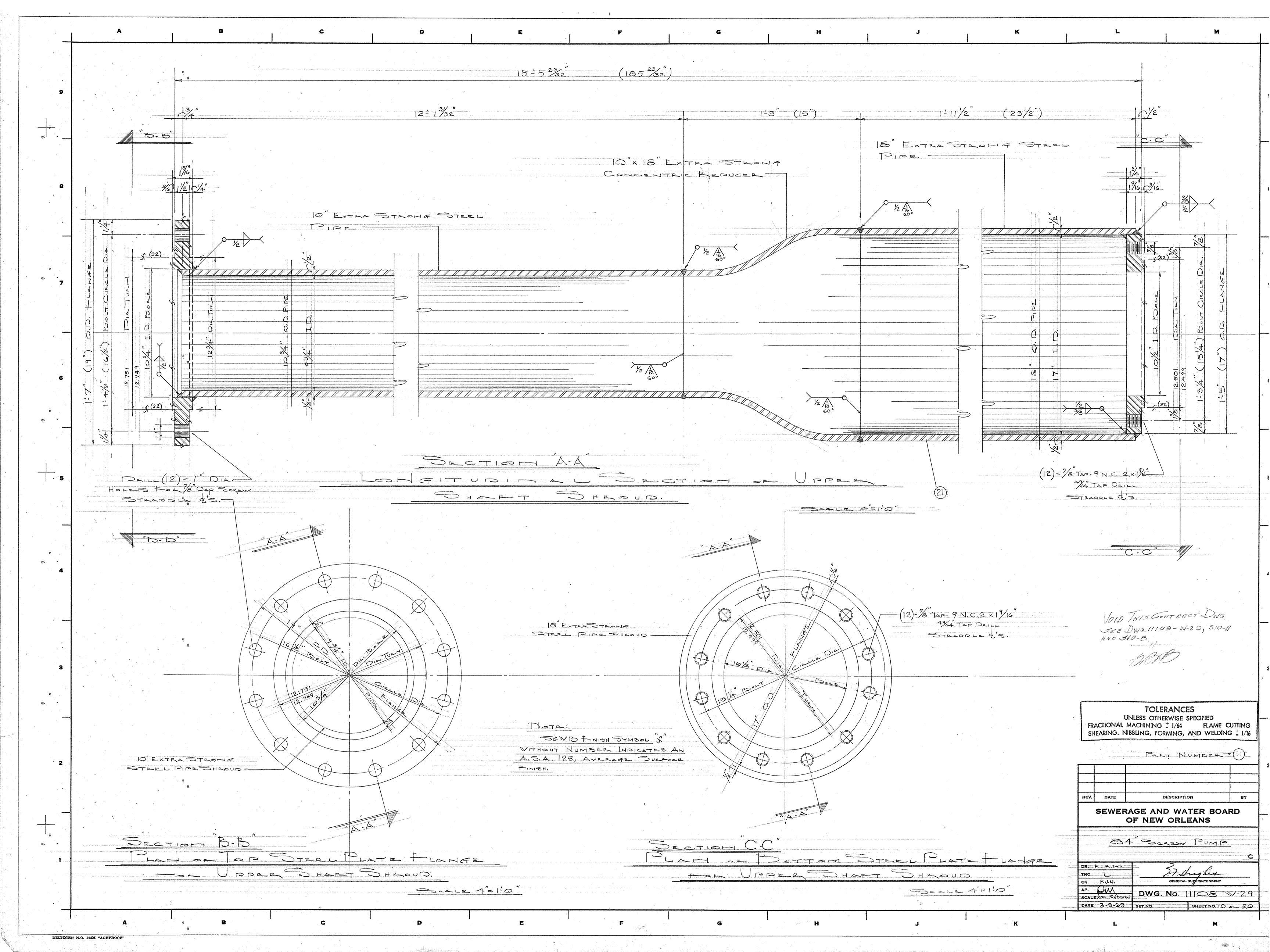


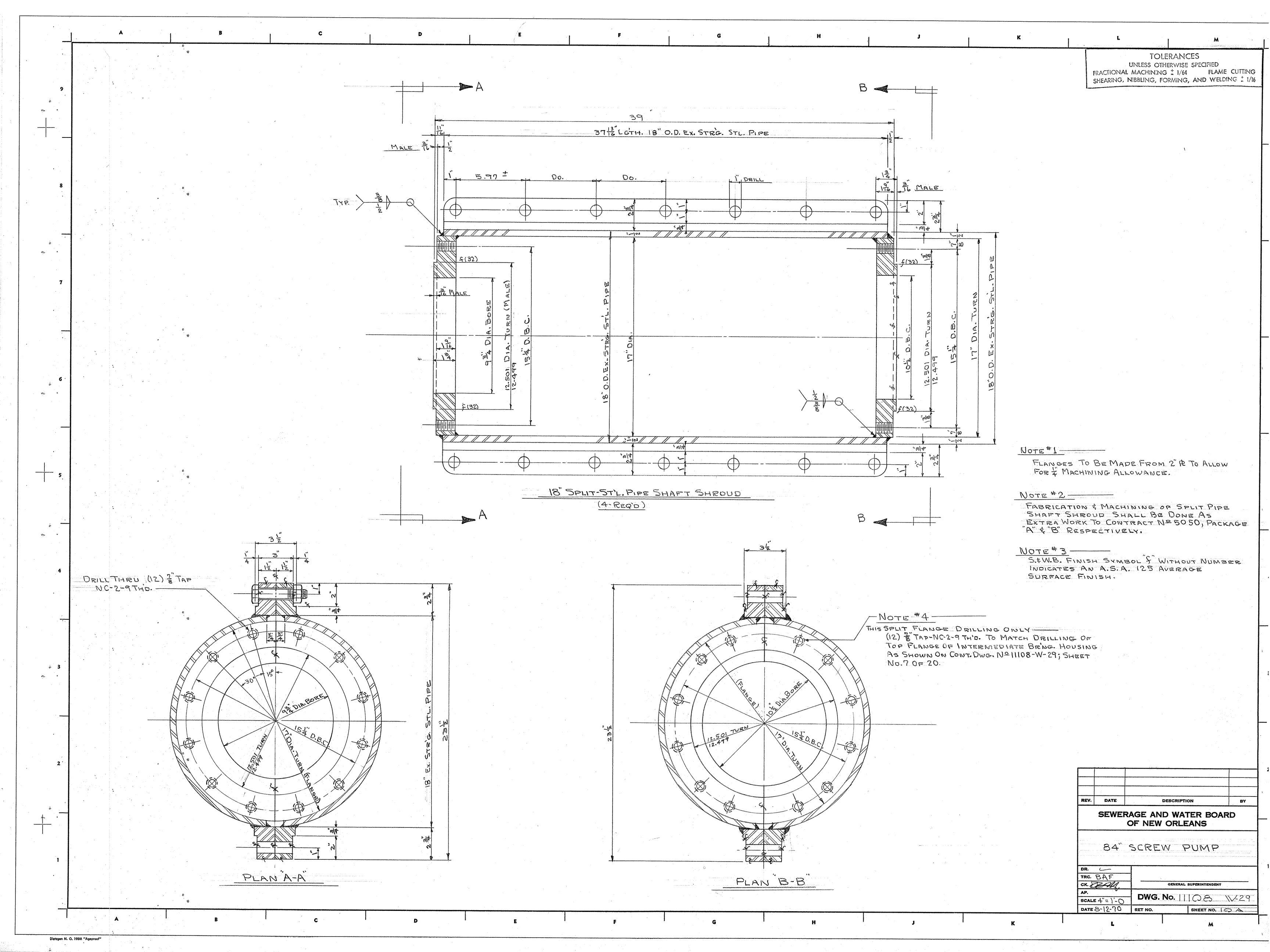


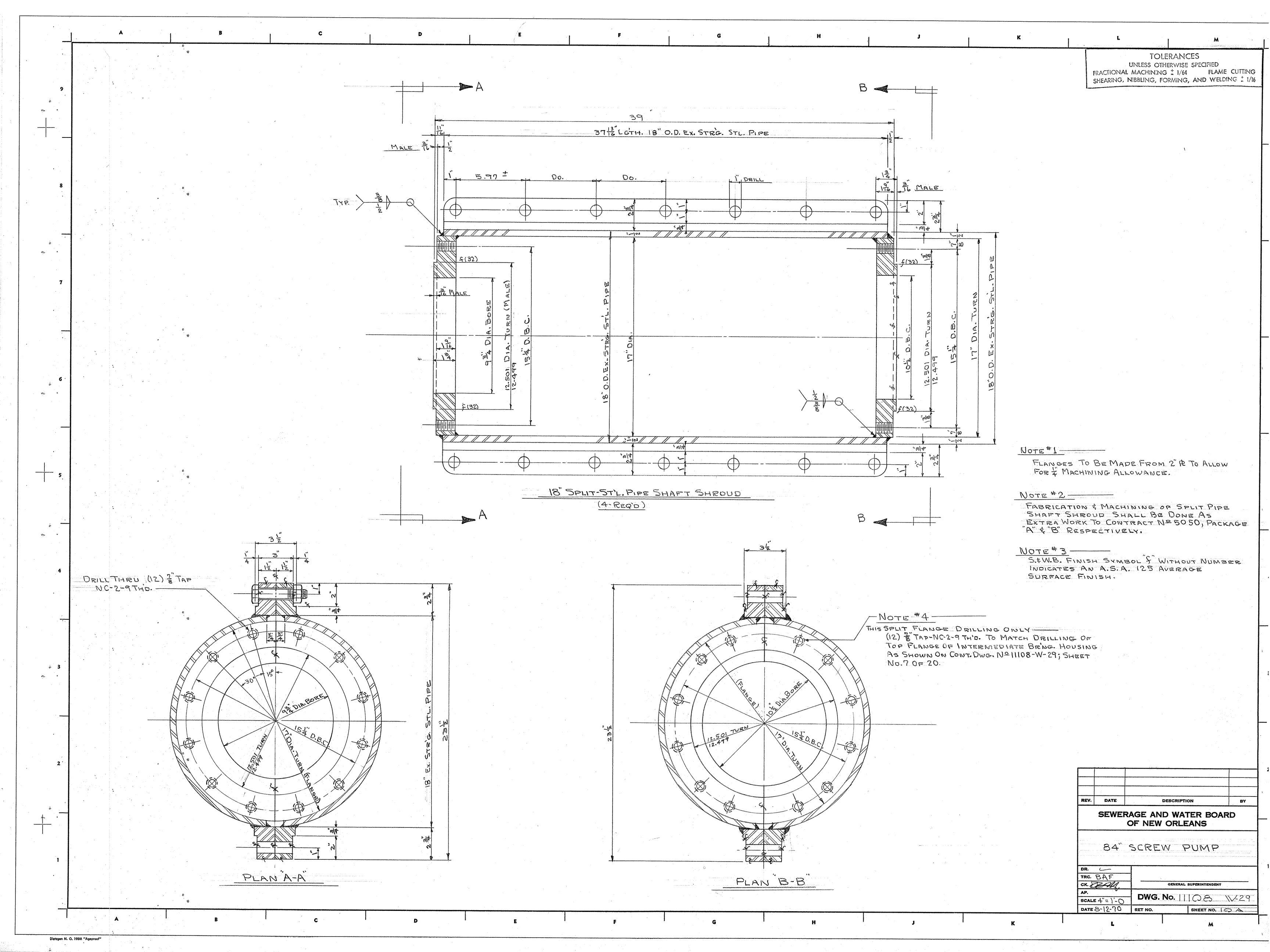


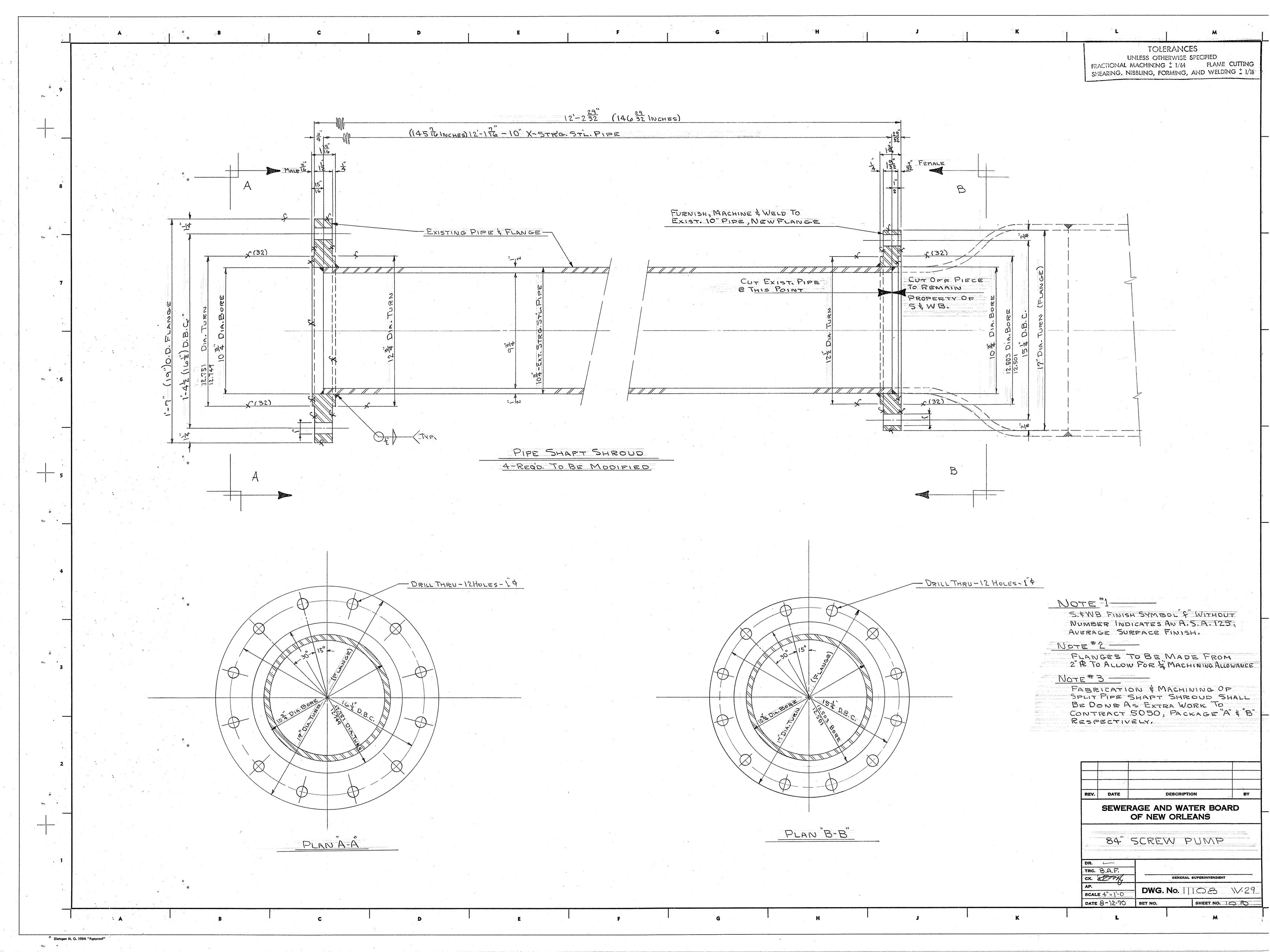


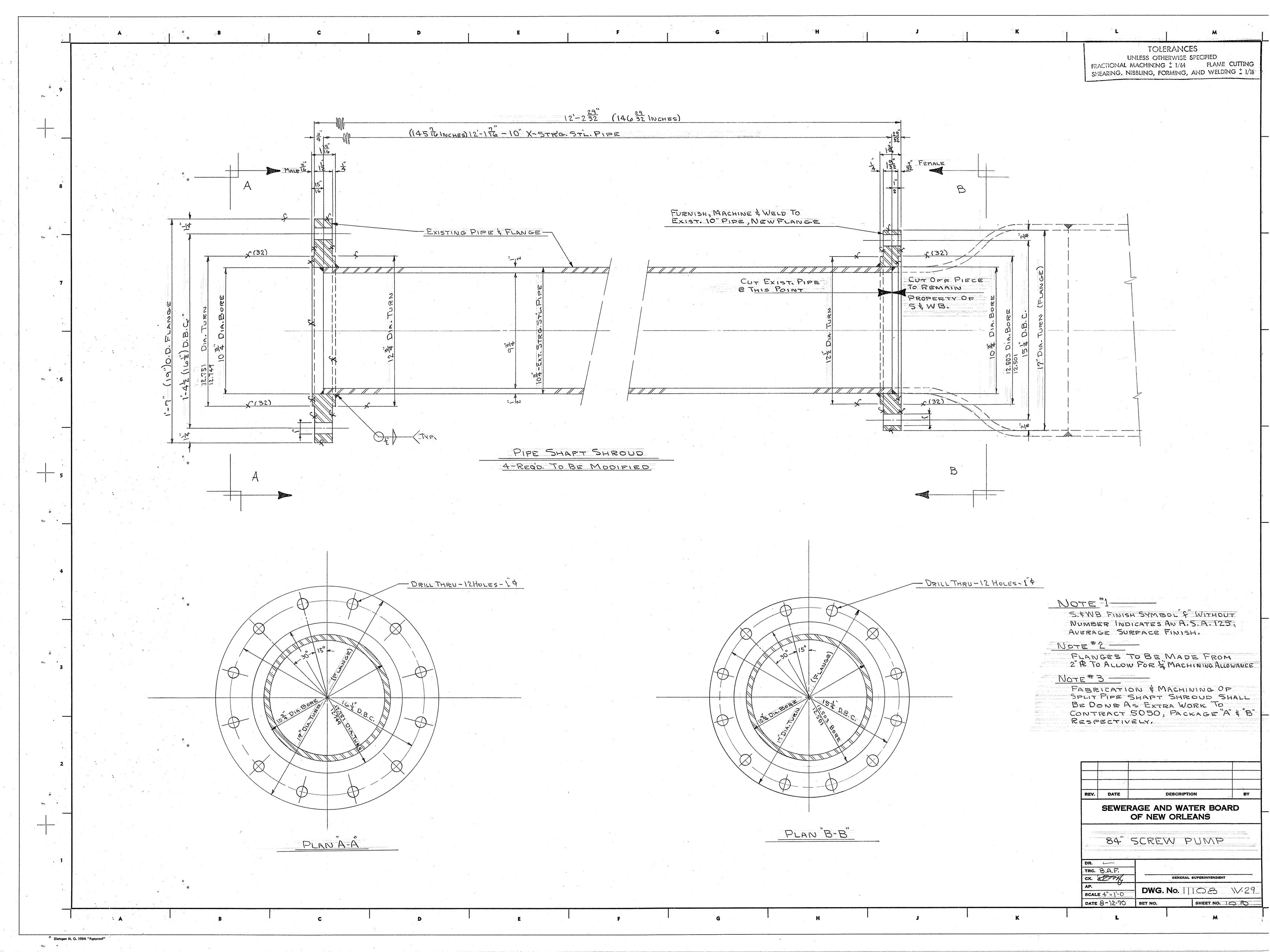


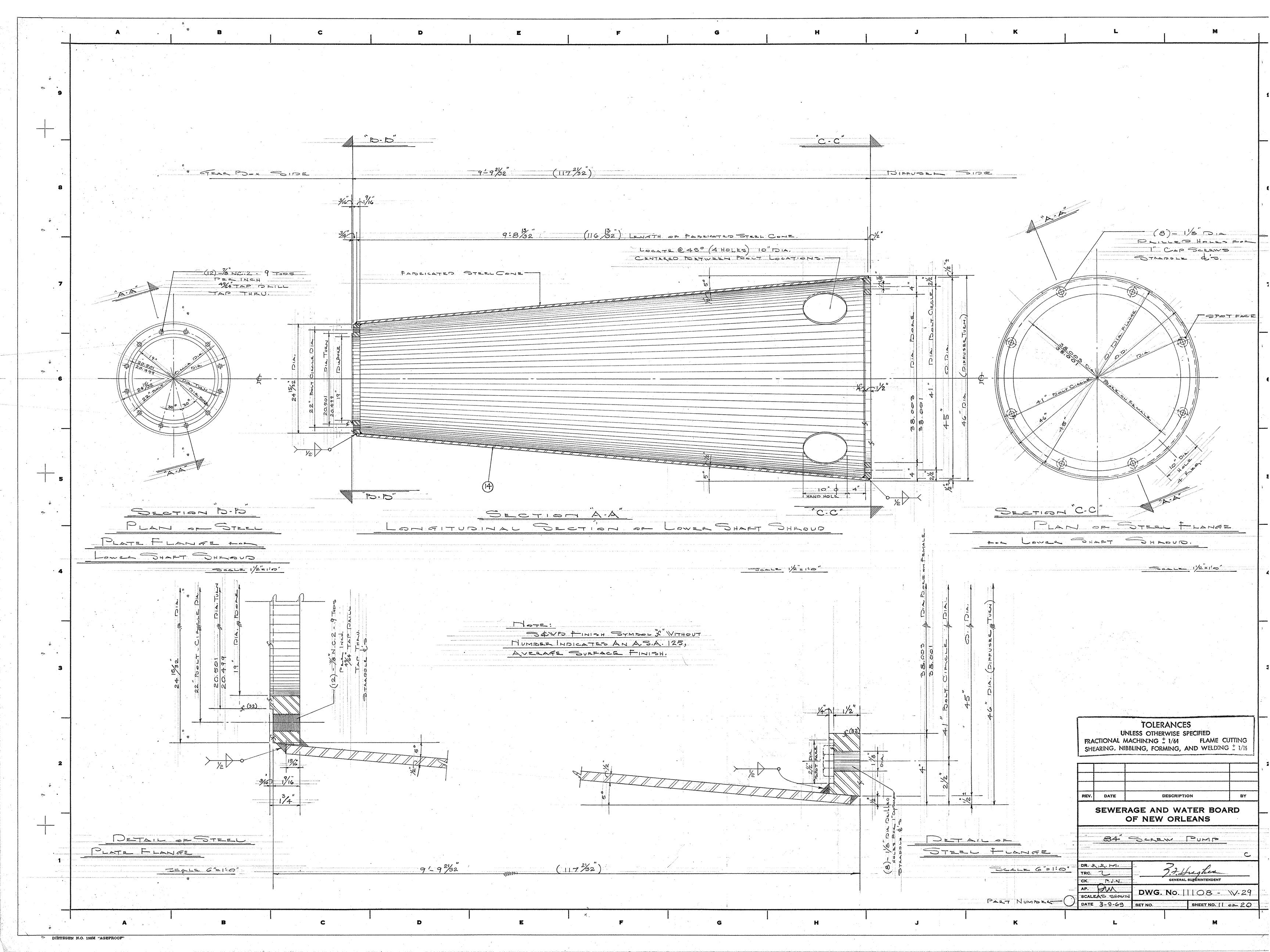


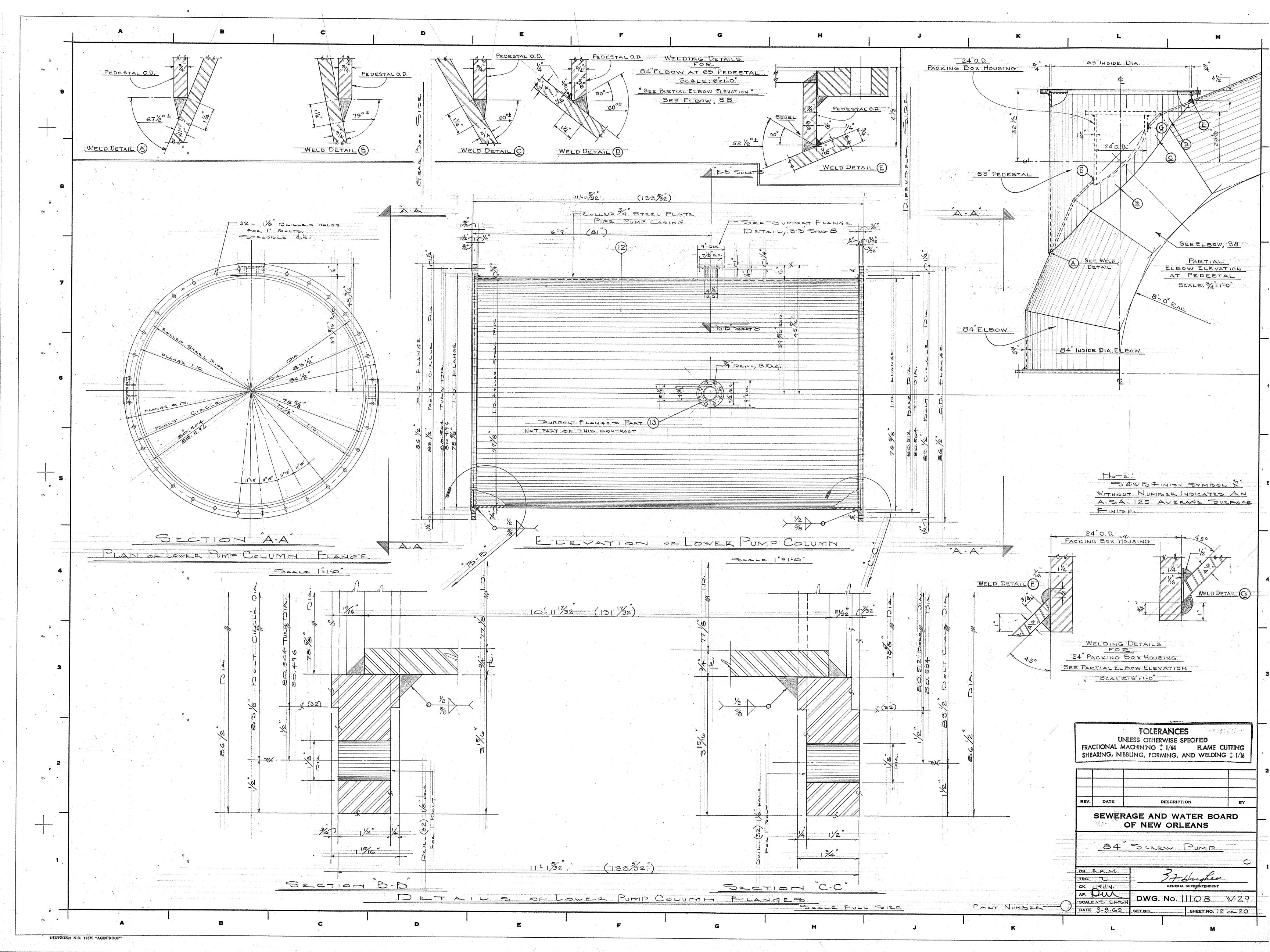


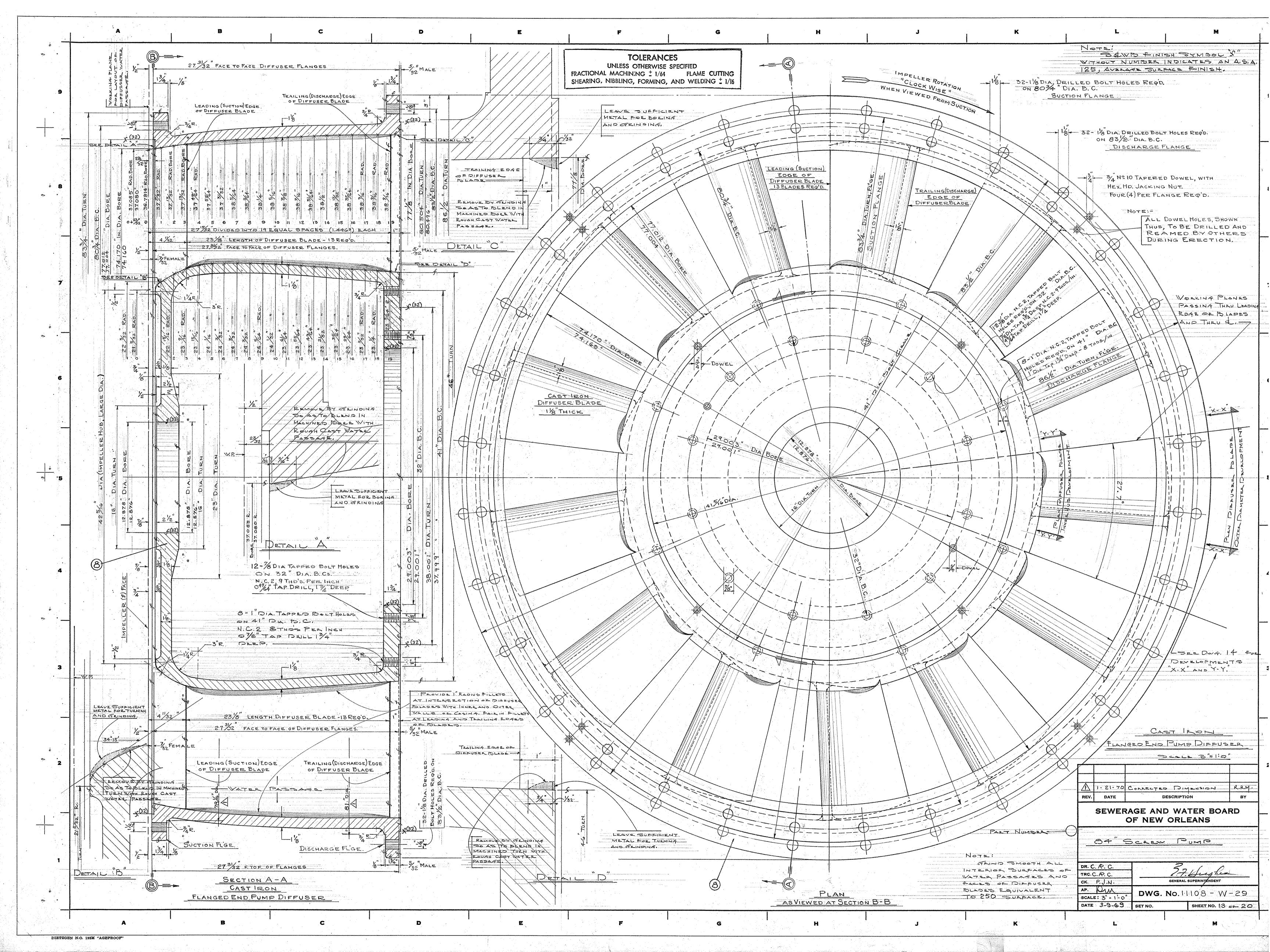


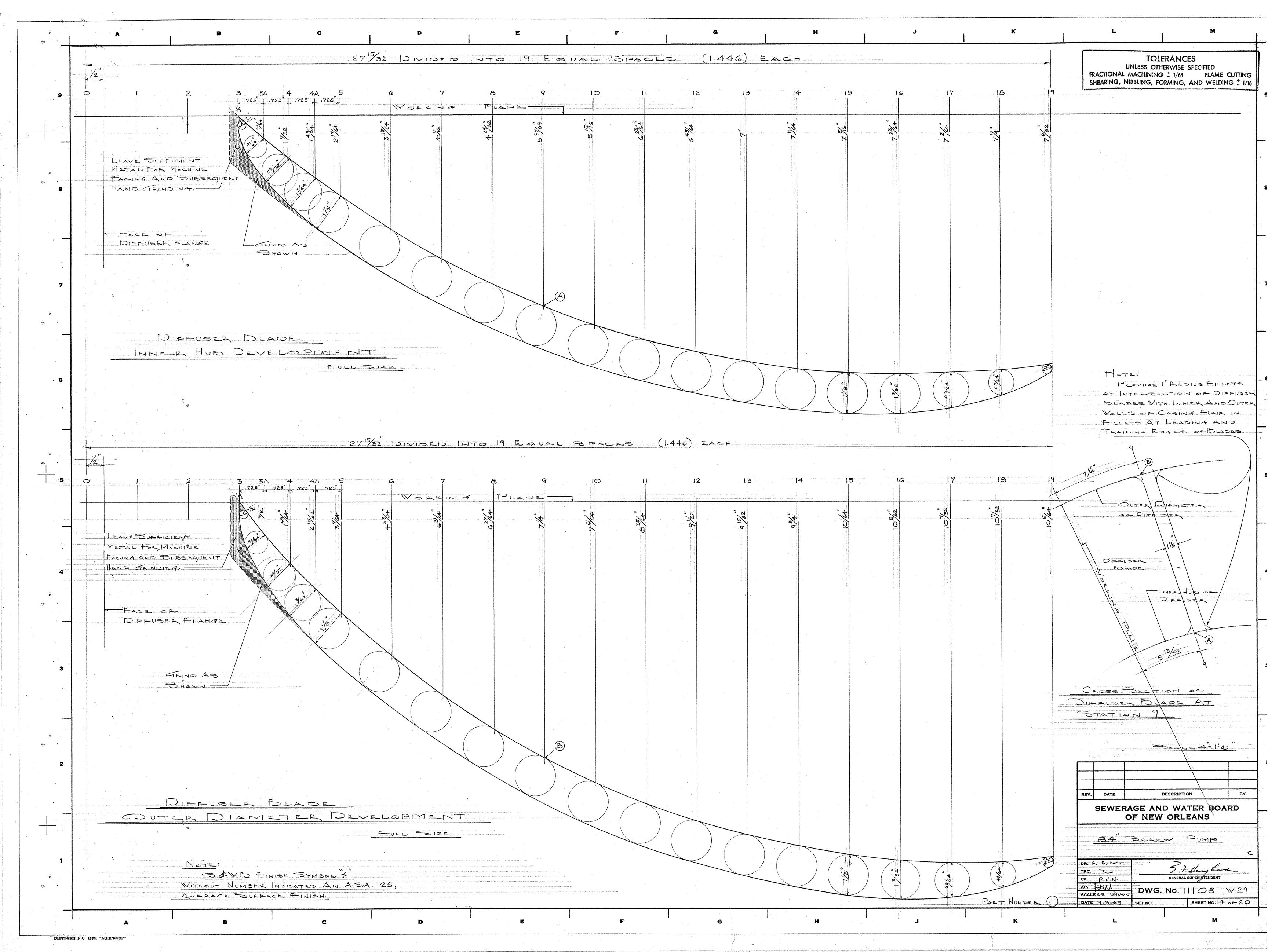


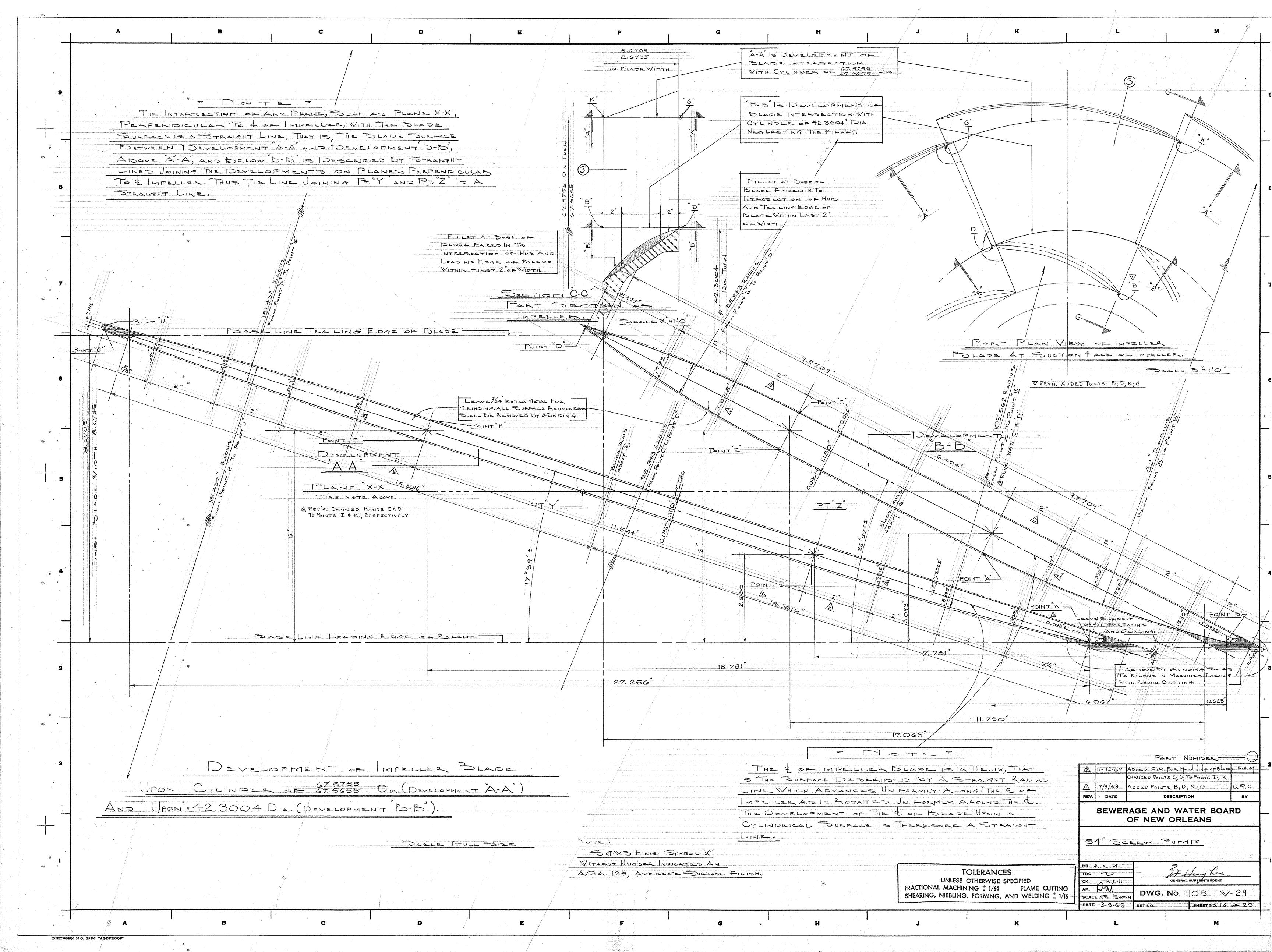


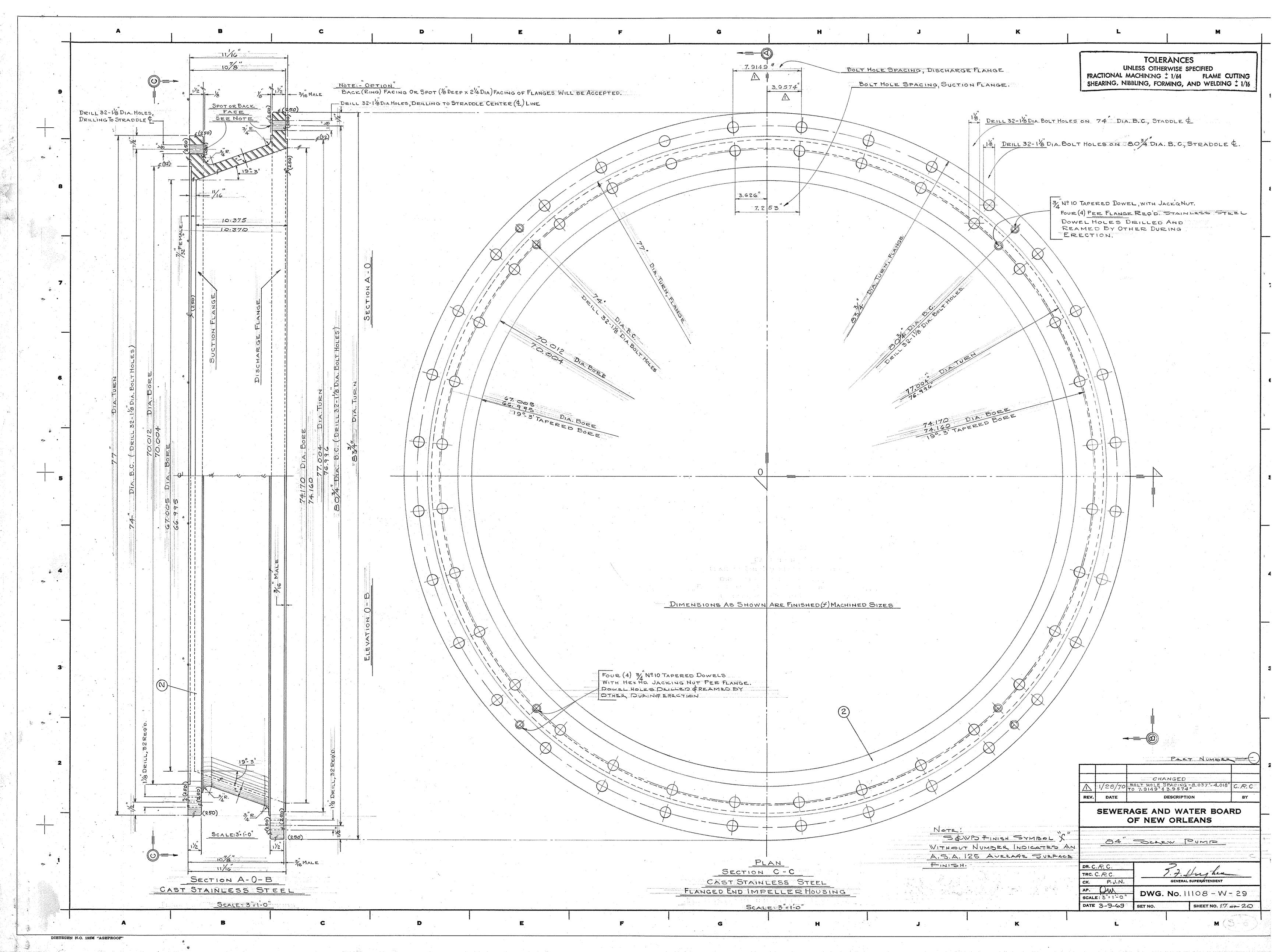


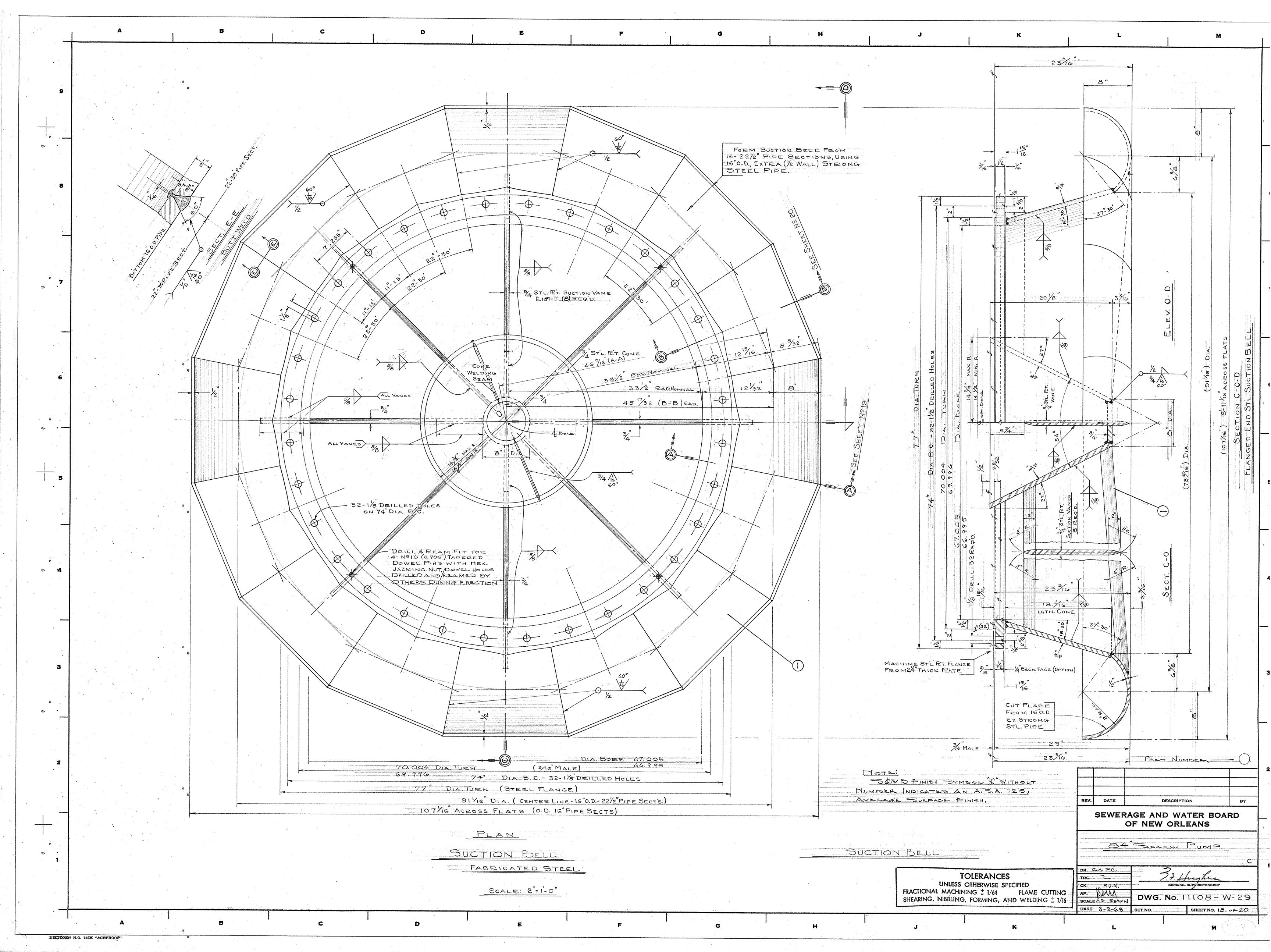












TOLERANCES

UNLESS OTHERWISE SPECIFIED

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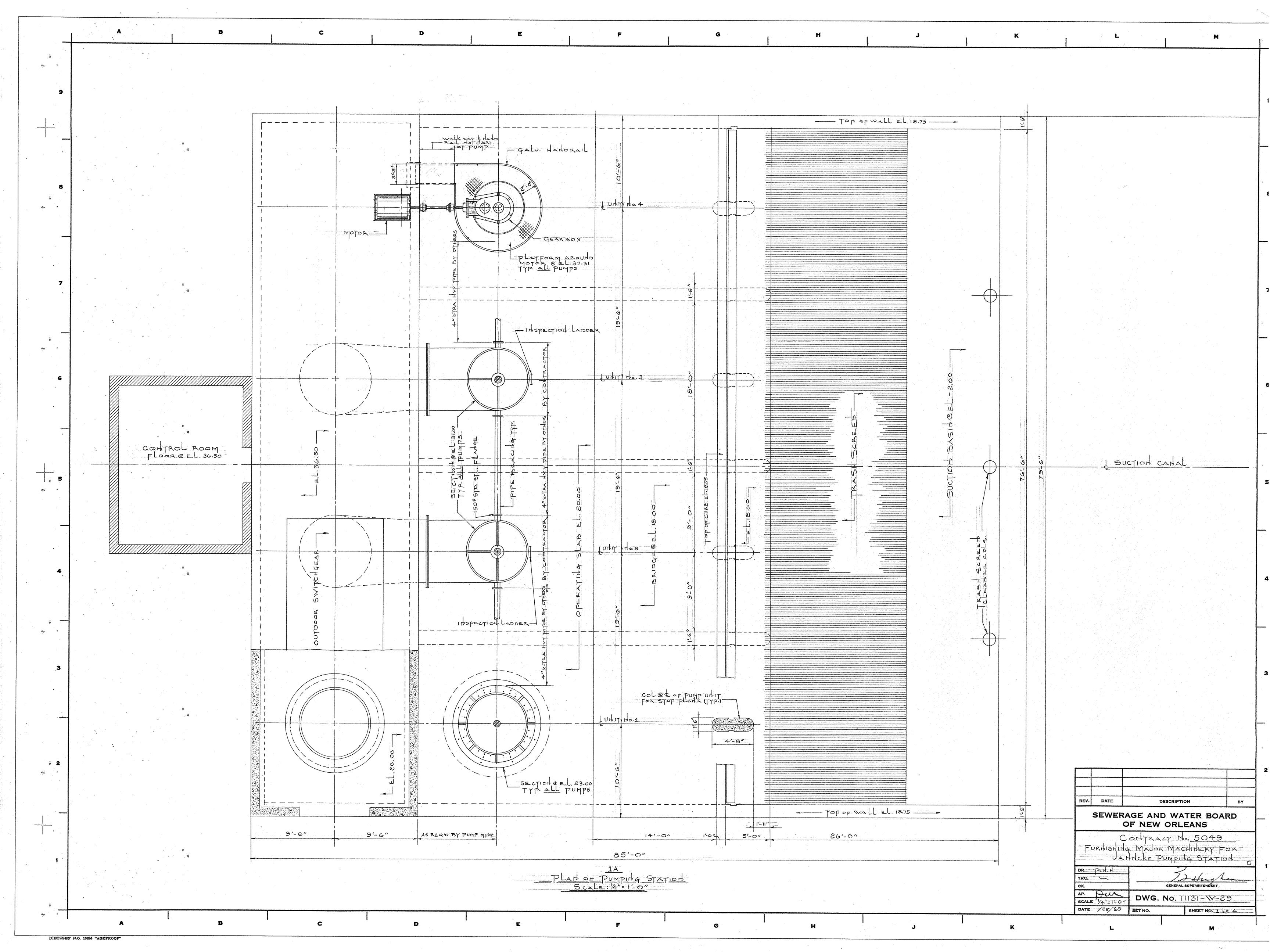
TOLERANCES

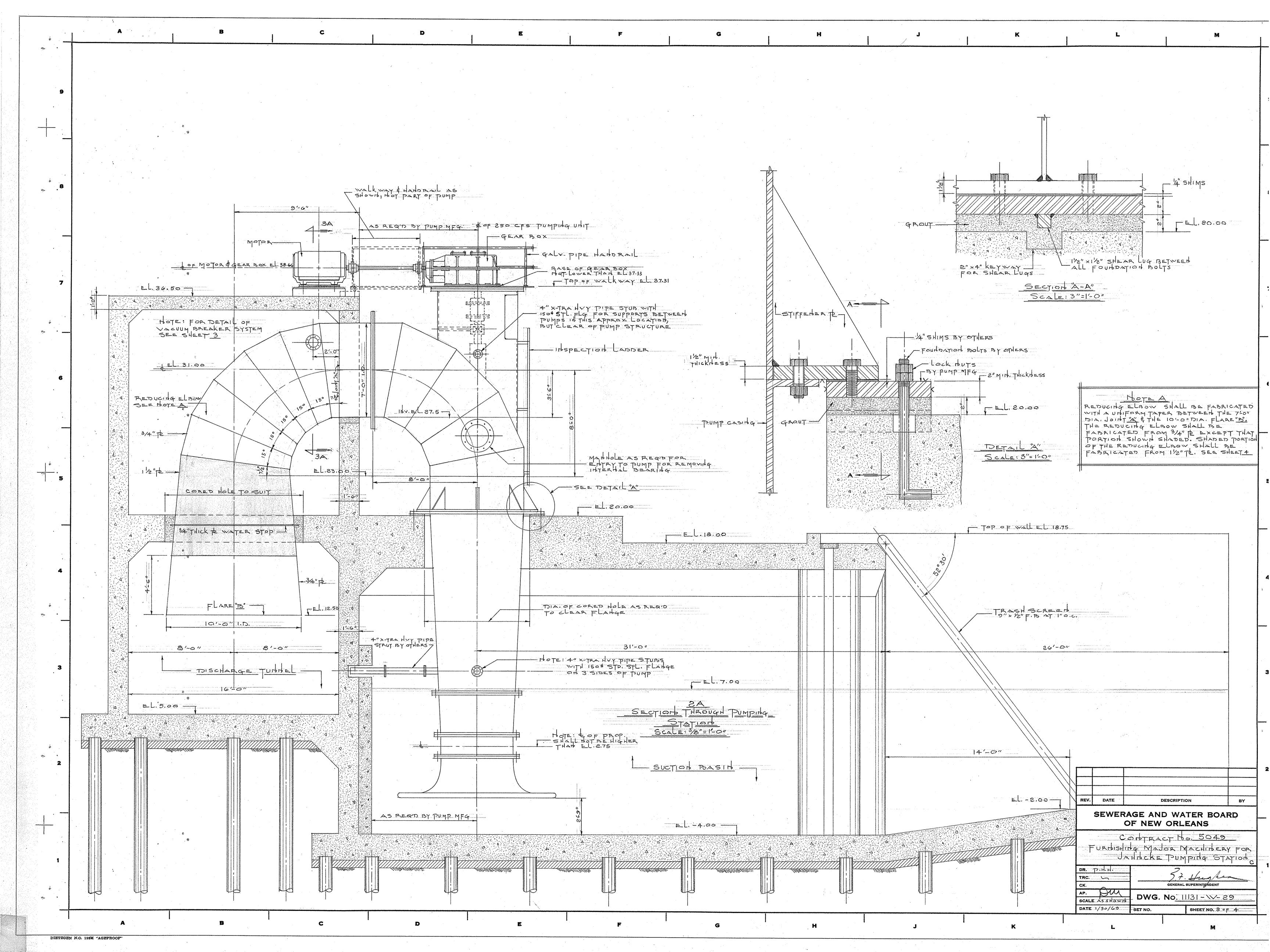
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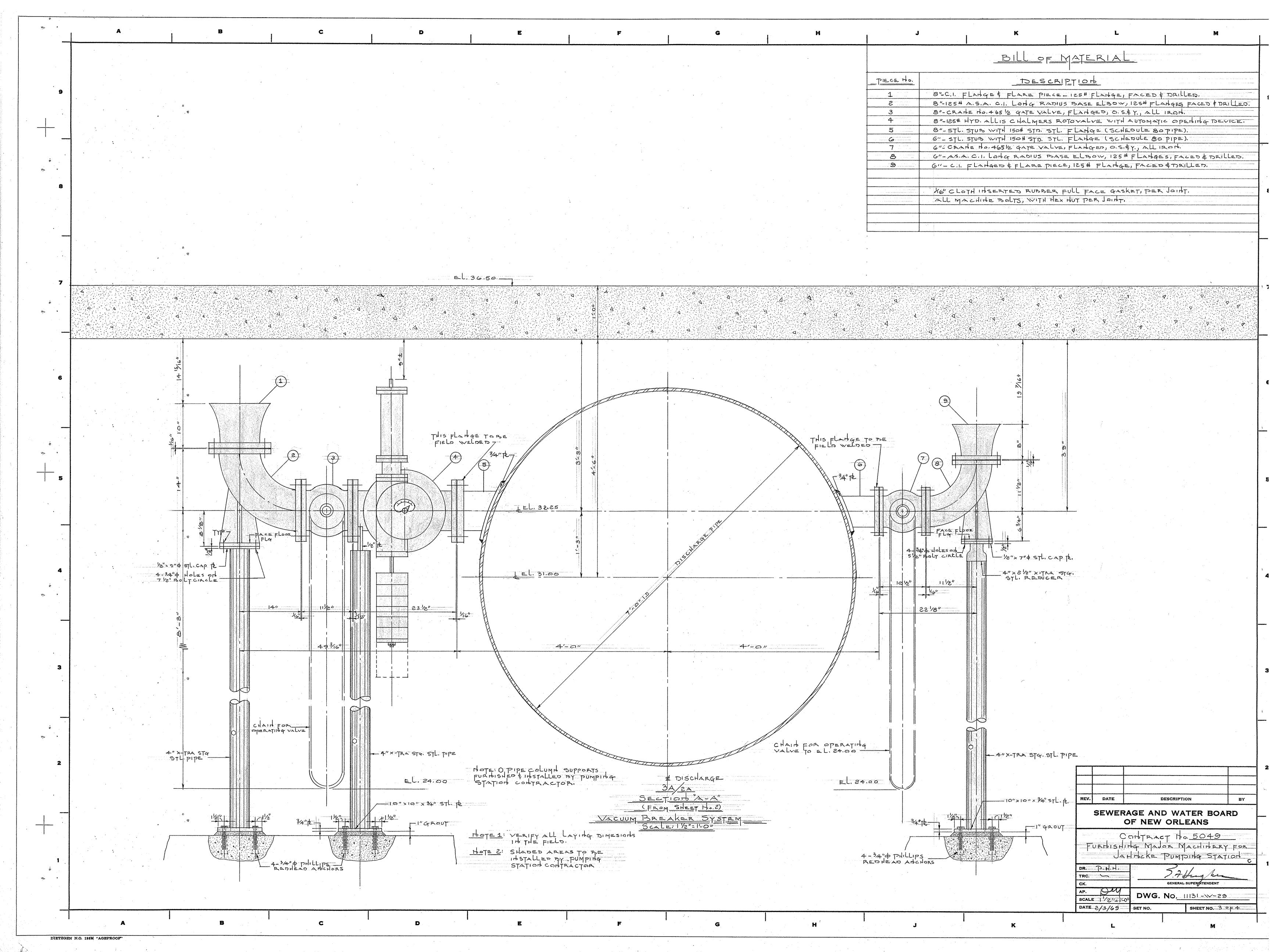
FRACTIONAL MACHINING ± 1/64 FLAME CUTTING
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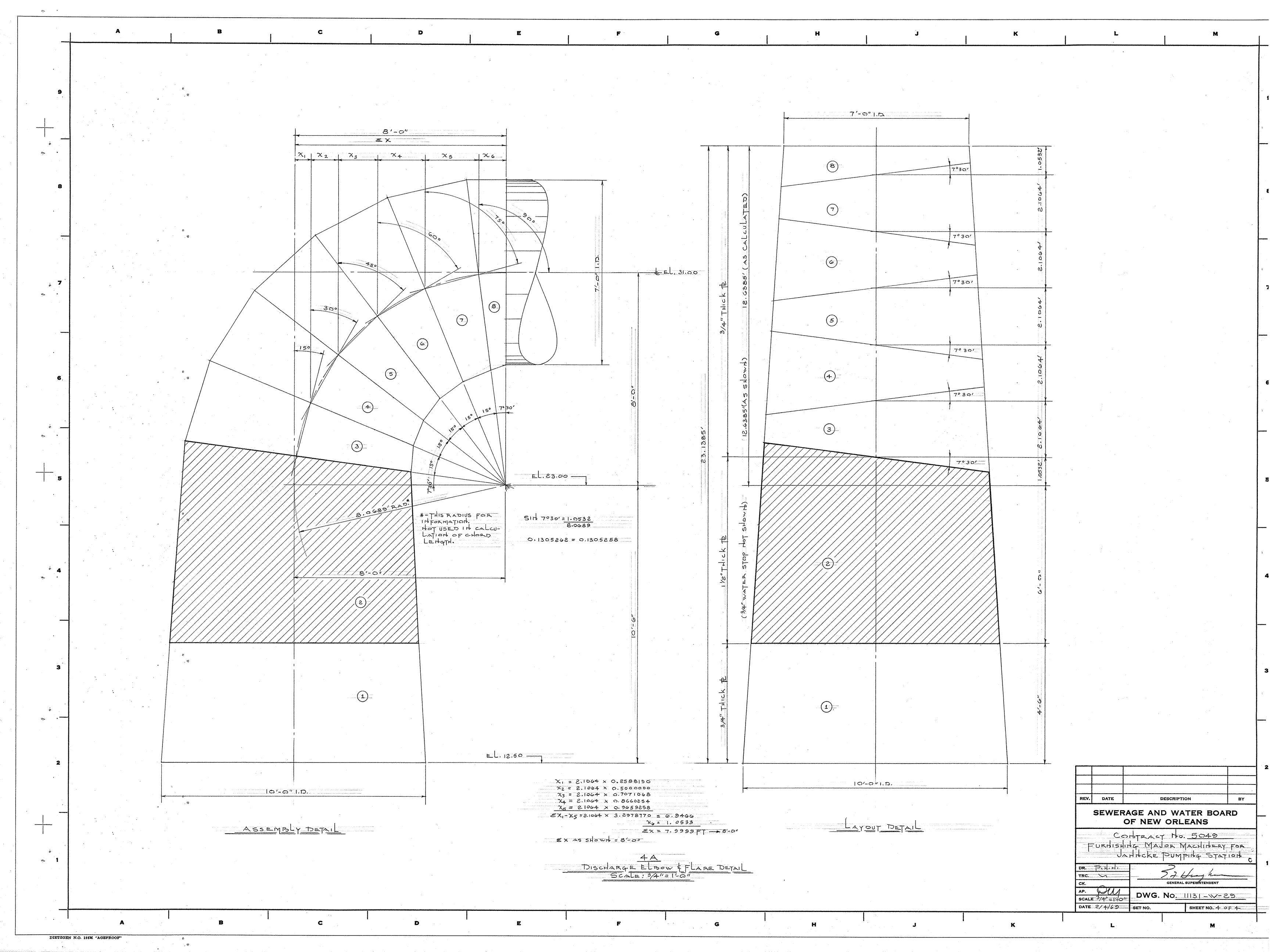
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SCALE AS SHOWN GENERAL SUPERINTENDENT DWG. No. 11108 - W-29 DATE 3-9-69 SHEET NO. 20 6- 20 D garan da marang pangkan kalaga pangkan bang pangkan da pangkan bang pangkan bang pangkan bang pangkan bang pan DIETZGEN N.O. 198M "AGEPROOF"









SWB Rotating Equipment Acceptance

The following must be signed off or marked N/A by the appropriate personnel as a requirement for acceptance of the work. It is the contractor's/vendor's responsibility to obtain signoff and return the completed form to the designated SWB representative.

Station Name and Equipment ID:	
Contractor/Vendor:	
Date(s) of Equipment Reassembly:	
SWB Machine Shop Supervisor Signoff	
Shaft and Impeller centered in the following:	
Housing:	
Stuffing Box:	
Bearing casings:	
Nose clearances in suction ring are acceptable:	
Radial bearing set:	
Thrust bearing set:	
The following alignments are acceptable:	
Pump to Motor 1:	
Motor 1 to Motor 2:	
Exciter:	
SWB Operations Supervisor Signoff	
Minimum 8-Hr runtime after assembly:	
Detail any concerns:	