



**Furnished by:**

Mixtec North America  
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Murray, Utah 84107  
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Contact: Cody McMullin  
[cmcmullin@mixtecna.com](mailto:cmcmullin@mixtecna.com)



**Represented By:**

Environmental Improvements, Inc. of LA  
PO Box 6944  
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**Proposal No. 16155**

**Prepared for:**

**Jefferson Parish Purchasing Dept.  
Proposal No. 50-00116903  
Attn: Jenifer Lotz**

**Date Prepared:**

**June 22, 2016**

**Project:**

**Jefferson Parish WTP**

**Equipment:**

**Two (2) Rapid Mixers**

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**MIXTEC** NORTH AMERICA  
**FOR MIXING TECHNOLOGY**

Mixtec North America  
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 Murray, Utah 84107  
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Description	Design A
Application	Water Treatment
Tank Size – Length x Width x Height (in)	348 x 141 x 162
Liquid Level (in)	138
Product Description	Rapid Mixer
Viscosity (cP)	1
Design Basis G-factor (1/s)	464
Actual Tank Turnovers (TTO/min)	3
Actual Pumping (gpm)	88,340
Installed HP @ Shaft RPM	40 HP @ 42 RPM
Speed Reducer	Helical Bevel with Effective Drywell
Shaft Diameter x Length (in)	4 Dia. x 118
Impeller Diameter (in) / Type	83 Dia. /HA745 4 Blade Pitched Turbine
Number of Impellers	One (1)
Materials of Wet Ends	316 Stainless Steel
Weight, lbs. (Each)	2,904
Quantity	Two (2)

Your Cost (Per) Agitator	\$33,444.00
Total Equipment Cost (Excludes Adders)	<b>\$66,888.00</b>
Shipment to Site (Estimate)	\$1,650.00
Field Service	None Included - See Page 3 of this proposal for current rates
Shipment (Weeks) (1)	6-10
Reference Drawing Number	16155/01 E

(1) After Receipt of Approved Drawings in Our Office

Unless otherwise indicated, prices listed are for equipment only in the given quantities. All optional items will be offered with the purchase of the scoped equipment only and will not be sold separately.

**Exceptions/Exclusions:**

- None

**Clarifications:**

- None

**Other Options Not Noted Above:**

- None

**Process Information:**

This proposal includes a price and scope of supply based on information furnished to Mixtec at the time of bid. Standard equipment, controls, or process designs are assumed and included. Any additional information or requirements issued after the date of this proposal may result in a change in price and/or delivery schedule.

**Design Basis:**

We provide the attached quotation based on standard mixer duty, which means the mounting of the mixer in a round tank with 3 or 4 baffles (provided and installed by customer). Rectangular tanks do not usually require baffles. Mixers offset from the center of the tank do not usually require baffles.

Mounting of the mixer must be on a support structure rigid enough to prevent flexing and vibration. Additional stiffening (if required) must be provided by others.

The mixer design is based on continuous operation at the level specified in the request for quote. Operation of the impeller at the liquid level, or running frequently through the liquid level requires additional considerations for shaft strength and gear reducer selection. We must be advised this information so these factors can be included in the design.

**Price Validity:**

Prices are firm for a period not to exceed 30 days from bid closing date.

**Material Escalation**

Should material price increases affect our prices we then reserve the right to adjust our invoiced prices to reflect such changes.

### **Submittals (Vendor Data Requirements):**

If shop drawing submittals are required, they will be made approximately 4-6 weeks after receipt of the purchase order in our office. We also require, with the purchase order, a complete set of plans and specifications to aid in the submittal preparation.

### **Surface Preparation and Paint:**

Carbon Steel – Note Below:

Cleaning:	SSPC-SP6 Commercial Blast
Painted with:	
Primer:	One (1) coat RAL-7031 (Flat Gray) Water-Base Acrylic Primer.
Final:	One (1) coat Stainless Steel RAL (Metallic Gray) Water-Base

Stainless Steel – No Surface Preparation or Paint will be applied

All field surface preparation, field paint, touch-up, and repair to shop painted surfaces are not by Mixtec North America.

### **Process Warranty:**

We guarantee the process conditions the mixer was originally designed and built to address will not change for that period of time, or we will make modifications as necessary to return the mixer to its specified parameters. We also will ensure the fluid conditions (blending, solid suspension application, etc.) are maintained, provided the slurry conditions do not change from the original specifications. Under the terms of the guarantee, we are not responsible for any indirect or consequential damages whatsoever, our liability being expressly limited to the equipment we have supplied.

### **Materials of Construction:**

Mixtec agitators are manufactured from materials, which in our opinion, are most suitable for the application specified. Since Mixtec has no control over the conditions of use, there is an obligation on the part of the user to verify that the material selection is suitable for the application specified and to use all necessary care and precautions in operation.

### **Quality Control**

Mixtec agitators are manufactured to the latest industrial standards using our standard quality control plans and inspection test plans.

If requested a Mixtec quality assurance inspection and test plan will be issued with each mixer. Should additional quality assurance be required we reserve the right to amend the above pricing.

### **Supply of Oil and Grease:**

The speed reducer is shipped pre-filled with the appropriate lubricants.

**Spare Parts:**

No spare parts will be provided.

**Operation and Maintenance Manuals:**

Our price includes (4) four sets in English, together with general arrangement drawings, giving full technical details of the equipment provided. Installation and maintenance manuals will be provided by the manufacturer well in advance of the equipment being installed at site and be of sufficient detail to allow the contractor to install the equipment without supervision from the manufacturer.

**Taxes:**

No sales tax, use tax, VAT taxes, or duties have been included in our pricing.

**Packing:**

Domestic packing only (Crate). If specialized crating is required (heat-treated, fumigated, etc.) then additional charges will apply.

**Containerized:**

Packing of overseas containers is not included.

**Equipment Payment Terms:**

Net 30 days after shipment date.

**Freight:**

Prices quoted are FOB shipping point with freight prepaid and added to your invoice by request. All claims for damage or loss in shipment shall be initiated by the purchaser.

**Field Service:**

Prices do not include field service unless noted in equipment description as broken out as a separate item. Additional field service is available at \$950.00 per day plus expenses. Travel will be billed at ½ the daily rate. Any canceled charges due to the customer's request will be added to their invoice. A two week notice is necessary prior to trip departure date.

**Shipment/Extended Storage:**

If equipment installation and start-up are delayed more than 30 days, extended storage instructions must be requested from Mixtec and the provisions of these instructions must be followed to keep the WARRANTY in force.

**Terms and Conditions:**

This proposal, including all terms and conditions contained herein, shall become part of any resulting contract or purchase order. Changes to any terms and conditions, including but not limited to submittal and shipment days, payment terms and escalation clause, shall be negotiated at order placement. Otherwise, the proposal terms and conditions contained herein shall apply.

**NOTE: ANY ITEM NOT LISTED ABOVE TO BE FURNISHED BY OTHERS.**

**ITEMS NOT BY MIXTEC:** Electrical wiring, conduit or electrical equipment, piping, valves or fittings, lubricating oil or grease (unless already noted), anchor bolts, tanks, handrails, grating, motor controls, field painting, field welding, erection, support structure, detail shop fabrication drawings, performance testing, unloading, storage, concrete work, field service (except as specifically noted).

These proposal sections have been reviewed for accuracy and approved for issue:

Attachments:           1) General Arrangement Drawing(s)  
                              2) Warranty  
                              3) General Terms and Conditions

Best regards,

Cody McMullin  
Mixtec North America  
Direct Phone 801-290-3762  
[cmcmullin@mixteca.com](mailto:cmcmullin@mixteca.com)

# WARRANTY

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Mixtec equipment is backed by Mixtec's reputation as a quality manufacturer, and by many years of experience in the design of reliable equipment.

Equipment manufactured or sold by Mixtec North America, once paid for in full, is backed by the following warranty:

For the benefit of the original user, Mixtec warrants all new equipment manufactured by Mixtec to be free from defects in material and workmanship, and will replace or repair, F.O.B. its factories or other location designated by it, any part or parts returned to it which Mixtec's examination shall show to have failed under normal use and service by the original user within one (1) year following initial start-up, or eighteen (18) months from shipment to the purchaser, whichever occurs first. Such repair or replacement shall be free of charge for all items except for those items such as resin, filter media and the like that are consumable and normally replaced during maintenance, with respect to which, repair or replacement shall be subject to a pro-rata charge based upon Mixtec's estimate of the percentage of normal service life realized from the part. Mixtec's obligation under this warranty is conditioned upon its receiving prompt notice of claimed defects, which shall in no event be later than thirty (30) days following expiration of the warranty period, and is limited to repair or replacement as aforesaid.

THIS WARRANTY IS EXPRESSLY MADE BY MIXTEC AND ACCEPTED BY PURCHASER IN LIEU OF ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY. MIXTEC NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY WITH RESPECT TO ITS EQUIPMENT. MIXTEC SHALL NOT BE LIABLE FOR NORMAL WEAR AND TEAR, CORROSION, OR ANY CONTINGENT, INCIDENTAL, OR CONSEQUENTIAL DAMAGE OR EXPENSE DUE TO PARTIAL OR COMPLETE INOPERABILITY OF ITS EQUIPMENT FOR ANY REASON WHATSOEVER.

This warranty shall not apply to equipment or parts thereof which have been altered or repaired outside of a Mixtec factory, or damaged by improper installation, application, or maintenance, or subjected to misuse, abuse, neglect, accident, or incomplete adherence to all manufacturer's requirements, including, but not limited to, Operations & Maintenance Manual guidelines & procedures.

This warranty applies only to equipment made or sold by Mixtec

Mixtec makes no warranty with respect to parts, accessories, or components purchased by the customer from others. The warranties which apply to such items are those offered by their respective manufacturers.

## GENERAL TERMS AND CONDITIONS

Terms and Conditions appearing in any order based on this proposal which are inconsistent herewith shall not be binding on Mixtec. The sale and purchase of equipment described herein shall be governed exclusively by the foregoing proposal and the following provisions:

**1. SPECIFICATIONS:** Mixtec is furnishing its standard equipment as outlined in the proposal and as will be covered by final approved drawings. The equipment may not be in strict compliance with the Engineer's/Owner's plans, specifications, or addenda as there may be deviations. The equipment will, however, meet the general intention of the mechanical specifications of these documents.

**2. ITEMS INCLUDED:** This proposal includes only the equipment specified herein and does not include electrical wiring, conduit or electrical equipment, piping, valves or fittings, lubricating oil or grease (unless already noted), anchor bolts, tanks, handrails, grating, motor controls, field painting, field welding, erection, support structure, detail shop fabrication drawings, performance testing, unloading, storage, concrete work, field service (except as specifically noted).

**3. PARTIES TO CONTRACT:** Mixtec is not a party to or bound by the terms of any contract between Mixtec's customer and any other party. Mixtec's undertakings are limited to those defined in the contract between Mixtec and its direct customers.

**4. PRICE AND DELIVERY:** All selling prices quoted are subject to change without notice after 30 days from the date of this proposal unless specified otherwise.

Unless otherwise stated, all prices are F.O.B. Mixtec or its supplier's shipping points. All claims for damage, delay or shortage arising from such equipment shall be made by Purchaser directly against the carrier. When shipments are quoted F.O.B. job site or other designation, Purchaser shall inspect the equipment shipped, notifying Mixtec of any damage or shortage within forty-eight hours of receipt, and failure to so notify Mixtec shall constitute acceptance by Purchaser, relieving Mixtec of any liability for shipping damages or shortages.

**5. PAYMENTS:** All invoices are net 30 days. Delinquencies are subject to a 1.5 percent service charge per month or the maximum permitted by law, whichever is less on all past due accounts. Pro rata payments are due as shipments are made. If shipments are delayed by the Purchaser, invoices shall be sent on the date when the Company is prepared to make shipment and payment shall become due under standard invoicing terms. If the work to be performed hereunder is delayed by the Purchaser, payments shall be based on the purchase price and percentage of completion. Products held for the Purchaser shall be at the risk and expense of the Purchaser. Unless specifically stated otherwise, prices quoted are for equipment only. These terms are independent of and not contingent upon the time and manner in which the Purchaser receives payment from the owner.

**6. PAYMENT TERMS:** Credit is subject to acceptance by our Credit Department if the financial condition of the Purchaser at any time is such as to give the Company, in its judgment, doubt concerning the Purchaser's ability to pay. The Company may require full or partial payment in advance or may suspend any further deliveries or continuance of the work to be performed by the Company until such payment has been received.

**7. ESCALATION:** If shipment is, for any reason, deferred by the customer beyond the normal shipment date, or if material price increases are greater than 10% from proposal date to material procurement date, stated prices set forth herein are subject to escalation. The escalation shall be based upon increases in labor and material and other costs to Mixtec that occur in the time period between quotation and shipment by Mixtec, except as hereinafter set forth in subparagraph (b) below.

(a) The total quoted revised price is based upon changes in the indices published by the United States Department of Labor, Bureau of Labor Statistics. Labor will be related to the Average Hourly Earnings indices found in the Employment and Earnings publication and material will be related to the Metal and Metal Products indices published in Wholesale Prices and Prices Indices.

(b) Price revision for items furnished to, and not manufactured by Mixtec, which exceed the above escalation calculation, will be passed along by Mixtec to Buyer based upon the actual increase in price to Mixtec for the period from the date of quotation to the date of shipment by Mixtec. Any item that is so revised will be excluded from the index escalation calculations set forth in subparagraph (a) above.

**8. APPROVAL:** If approval of equipment submittals by Purchaser or others is required, a condition precedent to Mixtec supplying any equipment shall be such complete approval.

**9. INSTALLATION SUPERVISION:** Prices quoted for equipment do not include installation supervision. Mixtec recommends and will, upon request, make available, at Mixtec's then current rate, an experienced installation supervisor to act as the Purchaser's employee and agent to supervise installation of the equipment. Purchaser shall at its sole expense furnish all necessary labor equipment, and materials needed for installation.

Responsibility for proper operation of equipment if not installed by Mixtec or installed in accordance with Mixtec's instruction, inspected and accepted in writing by Mixtec, rests entirely with Purchaser; and any work performed by Mixtec personnel in making adjustment or changes must be paid for at Mixtec's then current per diem rates plus living and traveling expenses.

Mixtec will supply the safety devices described in this proposal or shown in Mixtec's drawings furnished as part of this order but excepting these, Mixtec shall not be required to supply or install any safety devices whether required by law otherwise. The Purchaser hereby agrees to indemnify and hold harmless Mixtec from any claims or losses arising due to alleged or actual insufficiency or inadequacy or the safety devices offered or supplied hereunder, whether specified by Mixtec or Purchaser, and from any damage resulting from use of the equipment supplied hereunder.

**10. ACCEPTANCE OF PRODUCTS:** Products will be deemed accepted without any claim by purchaser unless written notice of non-acceptance is received by Mixtec within 30 days of delivery if shipped F.O.B. point of shipment, or 48 hours of delivery if shipped F.O.B. point of destination. Such written notice shall not be considered received by Mixtec unless it is accompanied by all freight bills for such shipment, with Agent's notations as to damages, shortages and conditions of equipment, containers, and seals. Non-accepted products are subject to the return policy stated below.

**11. TAXES:** Any federal, state, or local sales, use, or other taxes applicable to this transaction, unless specifically included in the price shall be for Purchaser's account.

**12. TITLE:** The equipment specified herein, and any replacements or substitutes therefore shall, regardless of the manner in which affixed to or used in connection with realty, remain the sole and personal property of Mixtec until the full purchase price has been paid. Purchaser agrees to do all things necessary to protect and maintain Mixtec's title and interest in and to such equipment; and upon Purchaser's default, Mixtec may retain as liquidated damages any and all partial payments made and shall be free to enter the premises where such equipment is located and remove the same as its property without prejudice to any further claims on account of damages or loss which Mixtec may suffer from any cause.

**13. INSURANCE:** From date of shipment until the invoice is paid in full, Purchaser agrees to provide and maintain at its expense, but for Mixtec's benefit, adequate insurance on the equipment against any loss of any nature whatsoever.

**14. SHIPMENTS:** Any shipment or delivery dates recited represent Mixtec's best estimate but no liability, direct or indirect, is assumed by Mixtec for failure to ship or deliver on such dates.

Mixtec shall have the right to make partial shipments; and invoices covering the same shall be due and payable by Purchaser in accordance with the payment terms thereof. If Purchaser defaults in any payment when due hereunder, Mixtec may, without incurring any liability therefore to Purchaser or Purchaser's customers, declare all payments immediately due and payable with maximum legal interest thereon from due date of said payment, and at its option, stop all further work and shipments until all past due payments have been made, and/or require that any further deliveries be paid for prior to shipment.

If Purchaser requests postponements of shipments, the purchase price shall be due and payable upon notice from Mixtec that the equipment is ready for shipment; and thereafter any storage or other charge Mixtec incurs on account of the equipment shall be for the Purchaser's account.

If delivery is specified at a point other than Mixtec or its supplier's shipping points, and delivery is postponed or prevented by strike, accident, embargo, or other cause beyond Mixtec's reasonable control and occurring at a location other than Mixtec or its supplier's shipping points.

If Purchaser refuses such delivery Mixtec may store the equipment at Purchaser's expense. For all purposes of this agreement such tender of delivery or storage shall constitute delivery.

**15. WARRANTY:** MIXTEC WARRANTS EQUIPMENT IT SUPPLIES ONLY IN ACCORDANCE WITH THE WARRANTY EXPRESSED IN THE ATTACHED COPY OF MIXTEC WARRANTY AGAINST DEFECTS IN WORKMANSHIP AND MATERIALS WHICH IS MADE A PART HEREOF. SUCH WARRANTY IN LIEU OF ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, AND MIXTEC SHALL NOT BE LIABLE FOR ANY CONTINGENT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES FOR ANY REASON WHATSOEVER.

**16. PATENTS:** Mixtec agrees that it will, at its own expense, defend all suits or proceedings instituted against Purchaser and pay any award of damages assessed against it in such suits or proceedings, so far as the same are based on any claim that the said equipment or any part thereof constitutes an infringement of any apparatus patent of the United States issued at the date of this Agreement, provided Mixtec is given prompt notice in writing of the institution or threatened institution of any suit or proceeding and is given full control of the defense, settlement, or compromise of any such action; and Purchaser agrees to give Mixtec needed information, assistance, and authority to enable Mixtec so to do. In the event said equipment is held or conceded to infringe such a patent, Mixtec shall have the right at its sole option and expense to a) modify the equipment to be non-infringing, b) obtain for Purchaser the license to continue using said equipment, or c) accept return of the equipment and refund to the Purchaser the purchase price thereof less a reasonable charge for the use thereof. Mixtec will reimburse Purchaser for actual out-of-pocket expenses, exclusive of legal fees, incurred in preparing such information and rendering such assistance at Mixtec's request. The foregoing states the entire liability of Mixtec, with respect to patent infringement; and except as otherwise agreed to in writing, Mixtec assumes no responsibility for process patent infringement.

**17. SURFACE PREPARATION AND PAINTING:** If furnished, shop primer paint is intended to serve only as minimal protective finish. Mixtec will not be responsible for condition of primed or finish painted surfaces after equipment leaves its shops. Purchasers are invited to inspect paint in shops for proper preparation and application prior to shipment. Mixtec assumes no responsibility for field surface preparation or touch up of shipping damage to paint. Painting of fasteners and other touch-up to painted surfaces will be by Purchaser's painting contractor after mechanism installation.

Motors, gear motors, and other components not manufactured by Mixtec will be painted with that manufacturer's standard paint system. It is our intention to ship major steel components as soon as fabricated, often before drive, motors, and other manufactured components. Unless you can insure that shop primed steel shall be field painted within thirty (30) days after arrival at the job site, we encourage you to purchase these components bare.

Our prices are based on paints and surface preparations as outlined in the main body of this proposal. In the event that an alternate paint system is selected, we request that your order advise of your selection. With your agreement, we will then either adjust our price as may be necessary to comply or ship the material unpainted if compliance is not possible due to application problems or environmental controls.

**18. CANCELLATION, SUSPENSION, OR DELAY:** After acceptance by Mixtec, this proposal, or Purchaser's order based on this proposal, shall be a firm agreement and is not subject to cancellation, suspension, or delay except upon payment by Purchaser of appropriate charges which shall include all costs incurred by Mixtec to date of cancellation, suspension, or delay plus a reasonable profit. Additionally, all charges related to storage and/or resumption of work, at Mixtec's plant or elsewhere, shall be for Purchaser's sole account; and all risks incidental to storage shall be assumed by Purchaser.

**19. RETURN OF PRODUCTS:** No product may be returned to Mixtec without our prior written permission, said permission may be withheld by Mixtec at its sole discretion

**20. BACKCHARGES:** Mixtec will not approve or accept backcharges for labor, materials, or other costs incurred by Purchaser or others in modification, adjustment, service, or repair of Mixtec-furnished materials unless such back charge has been authorized in advance in writing by a Mixtec employee, by a Mixtec purchase order, or work requisition signed by Mixtec.

**21. ENTIRE AGREEMENT:** This proposal expresses the entire agreement between the parties hereto superseding any prior understandings, and is not subject to modification except by a writing signed by an authorized officer of each party.

**22. MOTORS AND MOTOR DRIVES:** In order to avoid shipment delays of our equipment, the motor drives may be sent directly to the job site for installation by the equipment installer. Minor fit-up may be required.

**23. EXTENDED STORAGE:** Extended storage instructions will be part of information provided to shipment. If equipment installation and start-up is delayed more than 30 days, the provisions of the storage instructions must be followed to keep WARRANTY in force.

**24. ARBITRATION NEGOTIATION:** Any controversy or claim arising out of or relating to the performance of any contract resulting from this proposal or contract issued, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry, Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered to any court having jurisdiction.

**25. LIABILITY:** Liability for errors and omissions shall be limited to the greater of \$50,000 or the value of the particular piece of equipment (not the value of the entire order) supplied by Mixtec against which a claim is sought.

ACCEPTED BY PURCHASER

BY \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_ / \_\_\_\_ / \_\_\_\_



DATE: 6/15/2016

INVITATION TO BID  
THIS IS NOT AN ORDER

BID NO.: 50-00116903

**JEFFERSON PARISH**  
PURCHASING DEPARTMENT  
P.O. BOX 9  
GRETNA, LA. 70054-0009  
504-364-2678

Page: 1

BUYER: [MOVALLE@jeffparish.net](mailto:MOVALLE@jeffparish.net)

BIDS WILL BE RECEIVED IN THE PURCHASING DEPARTMENT, SUITE 4400, JEFFERSON PARISH GENERAL GOVERNMENT BUILDING, 200 DERBIGNY STREET, GRETNA, LA 70053 UNTIL 2:00 PM, 6/30/2016 AND PUBLICLY OPENED THEREAFTER.

**LATE BIDS WILL NOT BE ACCEPTED**

Unless submitting via online (see Page 3), each bid must be submitted in a sealed envelope bearing on the outside; the name of the Bidder, his address, and the name of the project for which the bid is submitted and the bid number.

**NOTE: ONLY BIDS WRITTEN IN INK OR TYPEWRITTEN, AND PROPERLY SIGNED BY A MEMBER OF THE FIRM OR AUTHORIZED REPRESENTATIVE, WILL BE ACCEPTED. PENCIL AND/OR PHOTOSTATIC FIGURES OR SIGNATURES SHALL RESULT IN BID REJECTION.**

**INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS**

**THE FOLLOWING INSTRUCTIONS APPLY TO ALL BIDS**

All bids submitted are subject to these instructions and general conditions and any special conditions and specifications contained herein, all of which are made part of this bid proposal reference. By submitting a bid, vendor agrees to comply with all provisions of Louisiana Law as well be in compliance with the Jefferson Parish Code of Ordinances, Louisiana Code of Ethics, applicable Jefferson Parish ethical standards and Jefferson Parish Resolution No. 113646 and/or Resolution No. 113647.

All vendors submitting bids must register as a Jefferson Parish vendor if not already yet registered. Bidders may be required to furnish current W-9 Forms and respective Tax Identification Numbers within 10 days after bid opening if such information is not on file or not up to date. Registration forms may be downloaded from [www.purchasing.jeffparish.net](http://www.purchasing.jeffparish.net) and clicking on Vendor Information.

All quotations shall be based on F.O.B. Agency warehouse or job site, anywhere within the Parish as designated by the Purchasing Department. This provision does not apply to public works projects

JEFFERSON PARISH requires all products to be new (current) and all work must be performed according to standard practices for the project. Unless otherwise specified, no aftermarket parts will be accepted. Unless otherwise specified, all workmanship and materials must have at least one (1) year guaranty, in writing, from the date of delivery and/or acceptance of the project. Any deviations or alterations from the specifications must be indicated and/or supporting documentation supplied with bid submission.

Bidders should submit all questions in writing and fax them to the Purchasing Department at (504) 364-2693 no later than FIVE (5) working days prior to bid opening. Bid numbers should be mentioned in all requests. Questions may also be emailed to the buyer for this bid at the email address listed above. If submitting online, vendors may send questions via the E-Procurement site no later than Five (5) working days prior to the bid opening.

If this bid requires a pre-bid conference (see Additional Requirements section), bidders are advised that such conference will be held to allow bidders the opportunity to identify any discrepancies in the bid specifications and seek further clarification regarding instructions. The Purchasing Department will issue a written response to bidders' questions in the form of an Addendum. Please note that all official communication will be expressed in the form of an addendum.

All formal Addenda require written acknowledgement on the bid form by the bidder. Failure to acknowledge an Addendum on the bid form shall cause the bid to be rejected. JEFFERSON PARISH reserves the right to award bid to next lowest responsive and responsible bidder in this event.

The purpose and intention of this invitation to bid is to afford all suppliers an equal opportunity to bid on all construction, maintenance, repair, operating supplies and/or equipment listed in this bid proposal. JEFFERSON PARISH WILL ACCEPT ONE BID ONLY FROM EACH VENDOR. Items bid must meet specifications.

Visit our website at [HTTP://PURCHASING.JEFFPARISH.NET](http://PURCHASING.JEFFPARISH.NET)

JEFFERSON PARISH will accept one price for each item unless otherwise indicated. Two or more prices for one item will result in bid rejection. Bidders are required to complete, sign and return the bid form and/or complete and return the associated line item pricing forms as indicated. Vendors must not alter the bid forms. Doing so will cause the bid to be rejected.

If the bid exceeds \$30,000.00 and the company is duly authorized to do business in the state of Louisiana, a corporate resolution must be submitted with the bid or the person signing the bid documents must be listed on the Louisiana Secretary of State's website as an officer of the corporation, unless bidder has otherwise complied with LSA-R.S. 38:2212(B)(5). If the bid is in excess of \$30,000 and bidder is registered out of the state of Louisiana, a corporate resolution must be submitted with the bid, unless bidder has otherwise complied with LSA-R.S. 38:2212(B)(5). Failure to comply will cause bid to be rejected; the Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event. Bids submitted by Owner or Sole Proprietorships must include certification that he or she owns the entity for which the bid is signed. Sole proprietors submitting bids for public works projects shall within 10 days after bid opening submit sole proprietorship certification.

NOTE: A sample corporate resolution can be downloaded from our website <http://purchasing.jeffparish.net> or you may provide your own document. A sample certification of sole proprietorship can also be downloaded from our website <http://purchasing.jeffparish.net> or you may provide your own document.

## INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

A. AWARD OF CONTRACT: JEFFERSON PARISH reserves the right to award contracts or place orders on a lump sum or individual item basis, or such combination, as shall in its judgment be in the best interest of JEFFERSON PARISH. Every contract or order shall be awarded to the LOWEST RESPONSIVE and RESPONSIBLE BIDDER, taking into consideration the CONFORMITY WITH THE SPECIFICATIONS and the DELIVERY AND/OR COMPLETION DATE. IN THE EVENT OF SPLIT AWARD, THE PURCHASING DEPARTMENT MAY CONTACT VENDORS TO REQUEST REQUIRED AFFIDAVITS. THOSE VENDORS WILL HAVE 10 DAYS FROM THE DATE OF NOTICE TO SUBMIT COMPLETE, SIGNED AND NOTARIZED AFFIDAVITS IN ORIGINAL FORMATS.

All bid prices shall remain valid for 45 days. Jefferson Parish and the lowest responsive and responsible bidder(s) by mutual written consent may mutually agree to extend the deadline for award by one (1) or more extensions of thirty (30) calendar days.

Preference is hereby given to materials, supplies, and provisions produced, manufactured or grown in Louisiana, quality being equal to articles offered by competitors outside the state. "LSA-R.S.38:2251-2261"

B. USE OF BRAND NAMES AND STOCK NUMBERS: Where brand names and stock numbers are specified, it is for the purpose of establishing certain minimum standards of quality. Bids may be submitted for products of equal quality, provided brand names and stock numbers are specified. Complete product data may be required prior to award.

C. CANCELLATION OF CONTRACT: JEFFERSON PARISH reserves the right to cancel all or any part if not shipped promptly. No charges will be allowed for parking or cartage unless specified in quotation. The order must not be filled at a higher price than quoted. JEFFERSON PARISH reserves the right to cancel any contract at anytime and for any reason by issuing a THIRTY (30) day written notice to the contractor.

For good cause and as consideration for executing a contract with Jefferson Parish, vendor conveys, sells, assigns and transfers to Jefferson Parish or its assigns all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Louisiana, relating to the particular good or services purchased or acquired by Jefferson Parish.

D. PRICES: Jefferson Parish is exempt from paying sales tax under LSA-R.S. 47:301 (8)(c). All prices for purchases by Jefferson Parish of supplies and materials shall be quoted in the unit of measure specified and unless otherwise specified, shall be exclusive of state and Parish taxes. The price quoted for work shall be stated in figures. In the event there is a difference in unit prices and totals, the unit price shall prevail.

Quantities listed are for bidding purposes only. Actual requirements may be more or less than quantities listed.

Bidders are not to exclude from participation in, deny the benefits of, or subject to discrimination under any program or activity, any person in the United States on the grounds of race, color, national origin, or sex; nor discriminate on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, or on the basis of religion, except that any exemption from such prohibition against discrimination on the basis of religion as provided in the Civil Rights Act of 1964, or Title VI and VII of the Act of April 11, 1968, shall also apply. This assurance includes compliance with the administrative requirements of the Revenue Sharing final handicapped discrimination provisions contained in Section 51.55 (c), (d), (e), and (k)(5) of the Regulations. New construction or renovation projects must comply with Section 504 of the 1973 Rehabilitation Act, as amended, in accordance with the American National Standard Institute's specifications (ANSI A17.1-1961).

Advertised bids will be tabulated and a copy of the tabulation will be forwarded to each responding bidder.

**IN ACCORDANCE WITH STATE REGULATIONS JEFFERSON PARISH OFFERS ELECTRONIC PROCUREMENT TO ALL VENDORS**

This electronic procurement system allows vendors the convenience of reviewing and submitting bids online. This is a secure site and authorized personnel have limited read access only. Bidders are encouraged to submit electronically using this free service; while the website accepts various file types, one single PDF file containing all appropriate and required bid documents is preferred. Bidders submitting uploaded images of bid responses are solely responsible for clarity. If uploaded images/documents are not legible, then bidder's submission will be rejected. Please note all requirements contained in this bid package for electronic bid submission.

Please visit the Purchasing Department webpage at <http://purchasing.jeffparish.net> to register and review Jefferson Parish solicitations.

The general specifications for construction projects and the purchase of materials, services and/or supplies are those adopted by the JEFFERSON PARISH Council by Resolution No. 113646 or 113647 dated 12/09/09. The general conditions adopted by this resolution shall be considered as much a part of this document as if they were written wholly herein. A copy may be obtained from the Office of the Parish Clerk, Suite 6700, Jefferson Parish General Government Building, 200 Derbigny Street, Gretna, LA 70053. You may also obtain a copy by visiting the Purchasing Department webpage at <http://purchasing.jeffparish.net> and clicking on Online Forms.

**ADDITIONAL REQUIREMENTS FOR THIS BID**

PLEASE MATCH THE NUMBERS PRINTED IN THIS BOX WITH THE CORRESPONDING INSTRUCTIONS BELOW.

**13, 15**

1. All bidders must attend the MANDATORY pre-bid conference and will be required to sign in and out as evidence of attendance. In accordance with LSA R.S. 38:2212(l), all prospective bidders shall be present at the beginning of the MANDATORY pre-bid conference and shall remain in attendance for the duration of the conference. Any prospective bidder who fails to attend the conference or remain for the duration shall be prohibited from submitting a bid for the project.
2. Attendance to this pre-bid conference is optional. However, failure to attend the pre-bid conference shall not relieve the bidder of responsibility for information discussed at the conference. Furthermore, failure to attend the pre-bid conference and inspection does not relieve the successful bidder from the necessity of furnishing materials or performing any work that may be required to complete the work in accordance with the specification with no additional cost to the owner.
3. Contractor must hold current applicable JEFFERSON PARISH licenses with the Department of Inspection and Code Enforcement. Contractor shall obtain any and all permits required by the JEFFERSON PARISH Department of Inspection and Code Enforcement. The contractor shall be responsible for the payment of these permits. All permits must be obtained prior to the start of the project. Contractor must also hold any and all applicable Federal and State licenses. Contractor shall be responsible for the payment of these permits and shall obtain them prior to the start of the project.
4. A LA State Contractor's License will be required in accordance with LSA R.S. 37-2150 et. seq. and such license number will be shown on the outside of the bid envelope. Failure to comply will cause the bid to be rejected. Additionally if submitting the bid electronically, then the license number must be entered in the appropriate field in the Electronic Procurement system. Failure to comply will cause the bid to be rejected.
5. It is the bidder's responsibility to visit the job site and evaluate the job before submitting a bid.
6. Job site must be clean and free of all litter and debris daily and upon completion of the contract. Passageways must be kept clean and free of material, equipment, and debris at all times. Flammable material must be removed from the job site daily because storage will not be permitted on the premises. Precautions must be exercised at all times to safeguard the welfare of JEFFERSON PARISH and the general public.

**INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS**

7. PUBLIC WORKS BIDS: All awards for public works in excess of \$5,000.00 will be reduced to a formal contract which shall be recorded at the contractor's expense with the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Jefferson. A price list of recordation costs may be obtained from the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Jefferson. All awards in excess of \$25,000.00 will require both a performance and a payment bond. Unless otherwise stated in the bid specifications, the performance bond requirements shall be 100% of the contract price. Unless otherwise stated in the bid specifications, the payment bond requirements shall be 100% of the contract price. Both bonds shall be supplied at the signing of the contract.
8. NON-PUBLIC WORKS BIDS: A performance bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. The performance bond shall be supplied at the signing of the contract.
9. NON-PUBLIC WORKS BIDS: A payment bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. The payment bond shall be supplied at the signing of the contract.
10. Unless otherwise stated in the bid specifications, the successful bidder will be required to procure standard insurance policies evidencing Parish-mandated insurance requirements as indicated on the attached sheet. The current certificate of insurance must be submitted by low bidder within 10 days after bid opening to the Purchasing Department. Failure to comply will cause bid to be rejected. JEFFERSON PARISH reserves the right to award bid to the next lowest responsive and responsible bidder in this event.
11. A bid bond will be required with bid submission in the amount of 5% of the total bid, unless otherwise stated in the bid specifications. Acceptable forms shall be limited to cashier's check, certified check, or surety bid bond. All sureties must be in original format (no copies) If submitting a bid online, vendors must submit an electronic bid bond through the respective online clearinghouse bond management system(s) as indicated in the electronic bid solicitation on Central Auction House. No scanned paper copies of any bid bond will be accepted as part of the electronic bid submission.
12. This is a requirements contract to be provided on an as needed basis. JEFFERSON PARISH makes no representations on warranties with regard to minimum guaranteed quantities unless otherwise stated in the bid specifications.
13. Freight charges should be included in total cost when quoting. If not quoted FOB DELIVERED, freight must be quoted as a separate item. Bid may be rejected if not quoted FOB DELIVERED or if freight charges are not indicated on bid form.
14. PUBLIC WORKS BIDS - Completed, Signed and Properly Notarized Affidavits (in Original Format) required; Non-Conviction Affidavit, Non-Collusion Affidavit, Campaign Contribution Affidavit and E-Verify Affidavit must be completed, signed, notarized and submitted by low bidder within 10 days after bid opening to the Purchasing Department on all solicitations for construction, alteration or demolition of public building or project, including but not limited to requirements found in LSA-RS 38:2212.9; LSA-RS 38:2212.10; LSA-RS 38:2224; Code of Ordinances, Jefferson Parish, Louisiana, Sec 2-923.1. Failure to comply will cause bid to be rejected; the Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event. For the convenience of vendors, all affidavits have been combined into one form entitled PUBLIC WORKS BID AFFIDAVIT. This affidavit must be submitted in its original format for the bid to be considered responsive.
15. NON PUBLIC WORK BIDS - Completed, Signed and Properly Notarized Affidavits (in Original Format) required; Non-Collusion Affidavit, and Campaign Contribution Affidavit must be completed, signed, notarized and submitted by low bidder within 10 days after bid opening to the Purchasing Department. See LSA-RS 38:2212.10; LSA-RS 38:2224; Code of Ordinances, Jefferson Parish, Louisiana, Sec 2-923.1 Failure to comply will cause bid to be rejected; the Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event. For the convenience of vendors, all affidavits have been combined into one form entitled NON PUBLIC WORKS BID AFFIDAVIT. This affidavit must be submitted in its original format for the bid to be considered responsive.
16. The ensuing contract for this bid solicitation may be eligible for FEMA reimbursement and/or Federal funding reimbursement. As such, the referenced attachment will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed, signed and submitted within 10 days of bid opening. Failure to submit applicable certifications within 10 days of bid opening will result in bid rejection.
17. For this project, the Contractor shall not pay any state or local sales or use taxes on materials and equipment which are affixed and made part of the immovable property of the project or which permanently incorporated in the project (hereinafter referred to as "applicable materials and equipment"). All purchases of applicable materials or equipment shall be made by the contractor on behalf of and as the agent of Jefferson Parish (Owner), a political subdivision of the State of Louisiana. No state and local sales and use taxes are owned on applicable materials and equipment under the provisions of Act 1029 of the 1991 Regular Session – Louisiana Revised Statute 47:301(8)(c). Owner will furnish contractor a certificate form which certifies that Owner is not required to pay such state or local sales and use taxes, and contractor shall furnish a copy of such certificate to all vendors or suppliers of the applicable materials and equipment

It shall be the duty of every parish officer, employee, department, agency, special district, board, and commission: and the duty of every contractor, subcontractor, and licensee of the parish, and the duty of every applicant for certification of eligibility for a parish contract or program, to cooperate with the Inspector General in any investigation, audit, inspection, performance review, or hearing pursuant to Jefferson Parish Code of Ordinances Section 2-155.10(19). By submitting a bid, vendor acknowledges this and will abide by all provisions of the referenced Jefferson Parish Code of Ordinances.

All Public Work Projects are required to use the Louisiana Uniform Public Work Bid Form

All prices must be held firm unless an escalation provision is requested in this bid. Jefferson Parish will allow one escalation during the term of the contract, which may not exceed the U.S. Bureau of Labor Statistics National Index for all Urban Consumers, unadjusted 12 month figure. The most recently published figure issued at the time an adjustment is requested will be used. A request must be made in writing by the vendor, and the escalation will only be applied to purchases made after the request is made.

Are you requesting an escalation provision?

YES  NO

MAXIMUM ESCALATION PERCENTAGE REQUESTED 3 %

INITIAL BID PRICES WILL REMAIN FIRM THROUGH THE DATE OF 8/20/2016

For the purposes of comparison of bids when an escalation provision is requested, Jefferson Parish will apply the maximum escalation percentage quoted by the bidder to the period to which it is applied in the bid. The initial price and the escalation will be used to calculate the total bid price. It will be assumed, for comparison of prices only, that an equal amount of material or labor is purchased each month throughout the entire contract.

DELIVERY: FOB JEFFERSON PARISH

INDICATE DELIVERY DATE ON EQUIPMENT AND SUPPLIES

6-10 weeks from purchase order

LOUISIANA CONTRACTOR'S LICENSE NO.: (if applicable) \_\_\_\_\_

THIS SECTION MUST BE COMPLETED BY BIDDER:

FIRM NAME: Mixtec North America

ADDRESS: 4106 South Commerce Drive

CITY, STATE: Murray, Utah ZIP: 84107

TELEPHONE: (801) 290-3762 FAX: (801) 290-3777

EMAIL ADDRESS: cmmullin@mixteca.com

In the event that addenda are issued with this bid, bidders MUST acknowledge all addenda on the bid form. Bidder must acknowledge receipt of an addendum on the bid form as indicated. Failure to acknowledge any addendum on the bid form will result in bid rejection.

Acknowledge Receipt of Addenda: NUMBER: \_\_\_\_\_  
NUMBER: \_\_\_\_\_  
NUMBER: \_\_\_\_\_  
NUMBER: \_\_\_\_\_

TOTAL PRICE OF ALL BID ITEMS: \$ 68,538.00

AUTHORIZED SIGNATURE: [Signature]

Cody McMullin

TITLE: Applications Engineer

Printed Name

SIGNING INDICATES YOU HAVE READ AND COMPLY WITH THE INSTRUCTIONS AND CONDITIONS.

NOTE: All bids should be returned with the BID NUMBER and BID OPENING DATE indicated on the outside of the envelope submitted to the Purchasing Department.

INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00116903

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
1	2.00	EA	<p>A ONE-TIME PURCHASE OF RAPID MIXERS FOR THE JEFFERSON PARISH WATER DEPARTMENT, EAST BANK WATER PLANT</p> <p>0010 - HAYWARD GORDON MBX-611 MIXER RAPID MIXER, EACH MIXER ASSEMBLY SHALL CONSIST OF A HEAVY-DUTY GEARBOX, ELECTRIC MOTOR CONNECTED BY A FLEXIBLE COUPLING, BASEPLATE, MIXING SHAFT AND MIXING IMPELLER</p> <p>***PER THE ATTACHED SPECIFICATIONS***</p> <p>THIS IS FOR THE PURCHASE OF THE MIXER ONLY--NO INSTALLATION IS NEEDED.</p>		