

Project:

RAHPEF Aeration System Upgrade & Electrical Switchgear Replacement Project No. SE35042002 ITB No. 21-006

Quote No: 335490 - Rev 1.

Date: 04-19-2021

Specification: Section 11614 - Single Stage Centrifugal Blowers Integrally Geared AFD Turbo Blowers

Qty. (3) single-stage IM series centrifugal turbo blowers (BLW-1230 stacked w/BLW-1240, and BLW-1250 w/ provisions to stack future BLW-1260). Each designed for a capacity of 1533 SCFM at 9.4 PSIG discharge pressure.

Major Skid Components: (Qty. 1 per blower)

Inovair turbo blower with integral speed increasing gearbox and oil reservoir
100 HP TEFC high efficiency electric motor, 480VAC/3ph
316 SS Enclosure Panels, Nameplates
Oil lube system with mechanical pump, oil filter, and air-oil cooler, initial oil fill
Allen Bradley Compact Logix PLC w/7" Touchscreen
Blow-off (bypass) valve, electric-actuated, w/ integral Blow-off silencer
Dodge Raptor coupling
Steel base plate
Pressure Transmitter
Vibration isolation pads
Integral Endustra E047934 inlet filter
Vibration monitoring
Instruments (lot)

Instruments Include:

Inlet mass air flow transmitter
Inlet pressure transducer
Inlet filter differential pressure switch
Oil temperature sensor
Low oil pressure switch
Oil pressure gauge
Discharge pressure gauge
Discharge pressure transducer

Shipped Loose Components:

Qty. (3) 8" Dual disc, full port EPDM check valve
Qty. (3) 8" Discharge EPDM Expansion Joint
Qty. (3) 8" Electrically Actuated EPDM Butterfly Valve
Pressure Gauges (as required per 11614)
Temperature Detectors & Transmitters (as required per 11614)

Control Panel (BMCP2):

Qty. (1).SS Enclosure, Control Logix PLC w/conformal coating. Allen Bradley PanelView Plus 12" HMI. UPS. Programming per 11614 2-10, 2-10.01, 2-10.01.01. Interface to Plant Control System (PCS). A separate 120/60/1 20 amp power supply is required.

Adjustable Frequency Drive (AFD):

Qty. (3) ACQ580 NEMA-1, Free Standing Enclosure Drive Package. Provided with a single Ultra Low Harmonic cabinet drive with (Rotary Mounted) Door Interlocked Circuit Breaker. Rated at 480 Volts, for 124 amps (100 HP) with 110% overload for 1 minute every 10 minutes. Rated 65kA SCCR.:

Start-up Service:

Eight days (2 trips) of start-up and operator training is included. Additional on-site service is available at \$1,500 per day plus travel and living expenses billed at cost, plus 10%. Advance notification of 10 working days is ideal for scheduling.

Factory Test (Witnessed):

Factory Performance Test – Complete Blower Package
Functional Control Panel System Test
Mechanical Run Test, Motor Routine Test
(4) Witnesses, (2) Round Trip flights from Key West, Hotel for (2) for 4 Nights, Routine expenses included (food, rental car)

Drawings and Shipment:

Standard submittal will be in 4 weeks after acceptance of the order by Inovair. If required additional submittal information to Inovair standards will follow within a reasonable time. Delivery is estimated to be 12-16 weeks after submittal approval received by Inovair.

Included Spare Parts: As listed in Section 13530 1-5 Spare Parts, as listed 11614 1-5 Spare Parts, as listed 16150 1-.6 Spare Parts,

Freight to Key West: Included

Items Not Included:

Installation, anchor bolts, interconnecting pipe, fittings, bolts, nuts, gaskets, wiring, valves, oil and lubricants, or any other items not specifically listed above.

Price Aeration Blowers Single Stage Centrifugal:

\$546,000.00 (Five Hundred Forty Six Thousand & 00/100 Dollars) USD Taxes Not Included

Bid Alternative A. (BLW-1260): IM-30 100HP Single Blower in 316SS enclosure with VFD and accessories as described above. Provisions Included for stacking on BLW-150. Unit to be stacked by others unless included in purchase of BLW-1230, BLW-1240, and BLW-1250

Bid Alternative A. price: \$112,000.00 (One Hundred Twelve Thousand & 00/100 Dollars) USD

Payment Terms: Terms of invoiced values below, without deduction, are to be paid within 30 days after invoice date. Payment shall not be dependent on the Contractor or Manufacturer's Representative being paid by any third parties. Under no circumstances will payment be dependent on acceptance of the equipment by the Owner.

Approval of Submittal: 20% of total

Delivery to Jobsite: 70% of total

Completion of Equipment Commissioning: 10% of total

This proposal is firm for 180 days.

Quoted by:

Patrick Gedgudas
Sales Director
Inovair
14801 W. 114th Terrace
Lenexa, KS 66215
Office: 913-469-7284
Cell: 415-419-1387

Warranty:

Inovair turbo blower and accompanying manufactured components are warranted to be free from defects in materials and workmanship for a period of sixty (60) months, commencing at the time the blower system is placed into service, but in no event are these manufactured components to be warranted for longer than sixty six (66) months from date of shipment. Electrical and other purchased components (supplied by other manufacturers) are warranted in accordance to those stated warranty policies, and are not eligible under this warranty.

The replacement or repair of parts normally consumed in service such as oil, grease, belts, etc. is considered part of routine maintenance and upkeep and such parts are not eligible for repair or exchange free of charge under this warranty.

During the warranty period, if any warranted part is defective or fails to perform as specified when operating at design conditions and if the blower system has been environmentally and physically protected prior to start-up and has been installed, operated and maintained all in accordance with the written instructions provided, exchange free of charge a replacement for such defective part. Defective parts must be returned by the owner postage paid. This limited warranty coverage is extended only to the original owner. IF THE BLOWER DRIVE RATIO IS ALTERED IN ANY WAY WITHOUT FACTORY APPROVAL, WARRANTY COVERAGE IS VOID. USE OF ANY PULLEY NOT MANUFACTURED OR SUPPLIED BY BLOWER MANUFACTURER VOIDS ALL WARRANTY COVERAGE. Disassembly of blower or removal of the blower serial plate voids all warranties. Claims for freight damages should be directed to the freight company.

NO OTHER WARRANTY EXPRESSED OR IMPLIED and SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY AS TO THE MERCHANTABILITY OF THE BLOWER SYSTEM OR AS TO ITS FITNESS FOR ANY PARTICULAR PURPOSE. Blower manufacturer is not responsible for consequential or incidental damages of any nature resulting from such things as, but not limited to, defects in design, material, workmanship, or delays in delivery of blower, availability of replacements or repairs.

The waiver or abridgement of any single provision or group of provisions, either by ruling or agreement, shall not be construed to alter or void any other provisions of this warranty.

IᅀOVAIR TERMS AND CONDITIONS

TERMS OF SALE

The sale of products and services ("Products") by Accessible Technologies, Inc. and its divisions, subsidiaries, and affiliates ("Iᅀovair") are subject to these terms and conditions ("Agreement") regardless of other or additional terms or conditions that conflict with or contradict this Agreement in any purchase order, document, or other communication ("Order"). Preprinted terms and conditions on any document of customer ("Customer") (for example: Orders or confirmations) and/or Iᅀovair's failure to object to conflicting or additional terms will not change or add to the terms of this Agreement.

1. ORDERS. Quotes from Iᅀovair are invitations to tender and are subject to change at any time without notice. All Orders are subject to acceptance by Iᅀovair. Contracts between Customer and Iᅀovair are formed upon Iᅀovair's written acceptance or execution of Customer's Order and shall be subject to this Agreement. All Orders including, but not limited to, Electronic Purchase Orders, for Products identified by Iᅀovair as non-standard, are non-cancelable, non-returnable. Iᅀovair may identify Products as non-standard by various means including, but not limited to, quotes, Scope of Services, Products lists, attachments or exhibits. Customer may not change, cancel or reschedule Orders for standard Products without Iᅀovair's consent. Iᅀovair reserves the right to allocate the sale of Products among its Customers.

2. PRICES. Prices are subject to change at any time. Prices are for Products only and do not include taxes, shipping charges, freight, duties, and other charges or fees, such as fees for special packaging and labeling of the Products, permits, certificates, customs declarations and registration (collectively, "Additional Fees"). Customer is responsible for any Additional Fees.

3. TERMS OF PAYMENT. Terms of invoiced values, without deduction, are to be paid within 30 days after invoice date. Payment shall not be dependent on the Contractor or Manufacturer's Representative being paid by any third parties. Under no circumstances will payment be dependent on acceptance of the equipment by the Owner.

Approval of Submittal: 20% of total

Delivery to Jobsite: 70% of total

Completion of Equipment Commissioning: 10% of total

Total invoice amount is due no later than 30 days following equipment start-up or 60 days after shipment, whichever occurs first. Payment shall not be dependent on the Contractor or Manufacturer's Representative being paid by any third parties. Under no circumstances will payment be dependent on acceptance of the equipment by the Owner. Any other payment terms must be approved in writing by Iᅀovair. On any past due invoice, Iᅀovair may charge (i) interest from the payment due date to the date of payment at 12% per annum, plus reasonable attorney fees and collection costs; or (ii) the maximum amount that is allowed under the applicable law if Iᅀovair's interest rate is deemed invalid. At any time, Iᅀovair may change the terms of Customer's credit, require financial data from Customer for verification of Customer's creditworthiness, require a bank guarantee or other security, or suspend any outstanding Orders of Customer. Iᅀovair may apply payments to any of Customer's accounts. If Customer defaults on any payment under this Agreement, Iᅀovair may reschedule or cancel any outstanding delivery and declare all outstanding invoices due and payable immediately. Unless otherwise provided by applicable law, any credit issued by Iᅀovair to Customer in respect of any of Customer's accounts will expire if unused for twelve (12) months following the date of issuance of such credit.

4. DELIVERY AND TITLE. Unless otherwise specified by Iᅀovair in writing, all deliveries by Iᅀovair are EXW Iᅀovair's warehouse (INCOTERMS 2013). Title shall pass to Customer upon delivery of the Products to the carrier. Iᅀovair's delivery dates are estimates only and subject to timely receipt of supplies by Iᅀovair. Iᅀovair is not liable for delays in delivery. Iᅀovair reserves the right to make partial deliveries and Customer will accept delivery and pay for the Products delivered. A delayed delivery of any part of an Order does not entitle Customer to cancel other deliveries.

5. IᅀOVAIR'S LIMITED WARRANTY. See included statement of warranty.

6. PRODUCT RETURN Customer may return Products to Iᅀovair only with a return material authorization ("RMA") number issued by Iᅀovair. Customer must notify Iᅀovair in writing of any damage to the outer packaging or the Products, shortage, or other discrepancy ("Visual Defect") within 3 days after receipt of the shipment; otherwise, Customer is deemed to have accepted the Products and may not revoke acceptance. RMAs will be issued only for Visual Defects created solely by Iᅀovair, and only if Customer satisfies the notice requirement. RMAs will not be granted for damage, shortage, or other discrepancy created by Customer, the carrier or freight provider, or any other third party. Product return pursuant to a warranty requires written notice from Customer to Iᅀovair within the warranty period detailing the Product defect. Customer must return the Products to Iᅀovair freight prepaid in original manufacturer's shipping cartons or equivalent, along with acceptable proof of purchase, within the warranty period and as specified in the RMA. At Iᅀovair's discretion, Iᅀovair will return all Products not eligible for return to Customer, freight collect, or hold Product for Customer's account at Customer's expense.

7. LIMITATION OF LIABILITY. To the extent permitted by law, neither Iqovair nor its employees or agents are liable for and Customer is not entitled to any indirect, special, incidental or consequential damages (for example, loss of profits or revenue, loss of data, loss of use, rework, manufacturing expense, injury to reputation, or loss of Customers). To the extent permitted by applicable law, Customer's recovery from Iqovair for any direct damages will not exceed the price of the Product at issue. To the extent the preceding limitation of liability is deemed invalid under applicable law, Iqovair's total liability in any event will not exceed USD 50,000 or the equivalent thereof. Customer will indemnify, defend and hold Iqovair harmless from any claims based on: (i) Iqovair's compliance with Customer's designs, specifications, or instructions, (ii) modification of any Product by anyone other than Iqovair, or (iii) use of Products in combination with other products or in violation of clause 9 below.

8. FORCES BEYOND IQOVAIR'S CONTROL. Iqovair is not liable for failure to fulfill its obligations under this Agreement due to causes beyond its reasonable control (for example: acts of nature, acts or omissions of the Customer, operational disruptions, man-made or natural disasters, epidemic medical crises, materials shortages, strikes, criminal acts, delays in delivery or transportation, or inability to obtain labor or materials through its regular sources).

9. USE OF PRODUCTS. Customer shall comply with the manufacturer's or supplier's Product specifications. Products are not authorized for use in critical safety or other applications where a failure may reasonably be expected to result in personal injury, loss of life, or serious property damage. If Customer uses or sells the Products for use in any such applications or fails to comply with the manufacturer's Product specifications, Customer acknowledges that such use, sale, or non-compliance is at Customer's sole risk.

10. EXPORT/IMPORT. Certain Products and related technology and documentation sold by Iqovair are subject to export control laws, regulations and orders of the United States, the European Union, and/or other countries ("Export Laws"). The Customer shall comply with such Export Laws and obtain any license, permit or authorization required to transfer, sell, export, re-export or import the Products and related technology and documentation.

The Customer will not export or re-export the Products and related technology and documentation to any country or entity to which such export or re-export is prohibited, including any country or entity under sanction or embargoes administered by the United Nations, U.S. Department of Treasury, U.S. Department of Commerce or U.S. Department of State. The Customer will not use the Products and related technology and documentation in relation to nuclear, biological or chemical weapons or missile systems capable of delivering same, or in the development of any weapons of mass destruction.

11. PRODUCT INFORMATION. Product information (for example, statements or advice (technical or otherwise) advertisement content, and information related to a Product's specifications, features, export/import control classifications, uses or conformance with legal or other requirements) is provided by Iqovair on an "AS IS" basis and does not form a part of the properties of the Product. Iqovair makes no representation as to the accuracy or completeness of the Product information, and DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND LIABILITIES UNDER ANY THEORY WITH RESPECT TO THE PRODUCT INFORMATION. Iqovair recommends Customer validate any Product Information before using or acting on such information. All Product information is subject to change without notice. Iqovair is not responsible for typographical or other errors or omissions in Product information.

12. GOVERNMENT CONTRACTS. Iqovair is a distributor of "Commercial Items" as defined in FAR 2.101. Iqovair agrees only to the clauses in the Federal Acquisition Regulation ("FAR") and Defense Federal Acquisition Regulation ("DFAR") that are required to be inserted in subcontracts for commercial items as set forth in FAR 52.244-6(c)(1), FAR 52.212-5(e)(1), and DFAR 252.244-7000 if it is a subcontract under a Department of Defense prime contract. In accordance with FAR 12.211, Customer will receive only those rights in technical data customarily provided to Iqovair by the manufacturers. By no means will this be interpreted as providing to Customer unlimited rights in data, software, or intellectual property rights provided by the manufacturers or any other third party. Iqovair specifically rejects the flow down of the requirements of the: (i) Trade Agreements Act, FAR 52.225-5 or DFARS 252.225-7021; (ii) the Buy American Act, FAR 52.225-1 or DFARS 252.225-7001; and (iii) any Preference for Domestic Specialty Metals regulation.

13. ELECTRONIC ORDERS. In the event that any part of the purchase and sale of Products, including Customer's acknowledgment, utilizes electronic data interchange, Customer's internal portal or third party portal, or any other electronic means ("Electronic Purchase Order"), this Agreement will continue to apply to the purchase and sale of Products between Customer and Iqovair. Customer's acceptance of Iqovair's acknowledgment request or Iqovair's specification of details with respect to Electronic Purchase Orders via writing, email or other electronic data interchange shall be binding on Customer.

14. GENERAL.

A. This Agreement shall be governed, construed, and enforced in accordance with the laws of the country where the Iqovair entity that accepted Customer's Order ("Governing Country") is located. The courts of the Governing Country shall have jurisdiction and venue over all controversies arising out of, or relating to, this Agreement. If the Governing Country is the United States of America, the laws and courts of the State of Kansas will apply without reference to Kansas' conflict of laws principles. The United Nations Convention for the International Sale of Goods shall not apply.

B. Customer may not assign this Agreement without the prior written consent of Iqovair, and Iqovair's affiliates may perform Iqovair's obligations under this Agreement. This Agreement is binding on successors and assigns.

C. This Agreement can only be modified in writing signed by authorized representatives of both Iqovair and Customer.

D. Iqovair and Customer are independent contractors and agree that this Agreement does not establish a joint venture,

agency relationship, or partnership.

E. Inovair's failure to object to any document, communication, or act of Customer will not be deemed a waiver of any of these terms and conditions.

F. The unenforceability of any of these terms or conditions will not affect the remainder of the terms or conditions.

G. Products, including software or other intellectual property, are subject to any applicable rights of third parties, such as patents, copyrights and/or user licenses, and Customer will comply with such rights.

H. Customer and Inovair will comply with applicable laws and regulations.

I. The parties agree to use electronic signatures and agree that any electronic signatures will be legally valid, effective, and enforceable.