

NOTICE

IF RECEIVING THIS RFQ BY INTERNET, CALL (707) 543-3700 TO REGISTER AS A BIDDER. FAILURE TO REGISTER AS A BIDDER MAY RESULT IN YOUR FIRM NOT RECEIVING BID ADDENDUMS. FAILURE TO SUBMIT BID ADDENDUMS WITH BID MAY CAUSE YOUR BID TO BE CONSIDERED NON-RESPONSIVE.



**REQUEST FOR QUOTATIONS
10-07**

SPIRAL SLUDGE HEAT EXCHANGERS

Issue Date

March 9, 2010

Non-Mandatory Site Inspection

Wednesday, March 17, 2010 @ 10:00am

Laguna Treatment Plant
4300 Llano Road
Santa Rosa, CA 95407

Quotes Due

March 30, 2010

at 5:00 p.m.

To

Nikki Walker – Buyer
City of Santa Rosa – Purchasing
635 First Street, 2nd Floor
Santa Rosa, CA 95404
707-543-3707 Voice
707-543-3703 Fax

**REQUEST FOR QUOTATIONS
RFQ 10-07**

SPIRAL SLUDGE HEAT EXCHANGERS

Signed, faxed or mailed Quotes, subject to the Request for Quotations, Provisions and Specifications, will be received at 635 First Street, 2nd Floor until **5:00 p.m., on March 30th, 2010**, for furnishing the supplies and/or services described in the accompanying Schedule.

The City of Santa Rosa desires to purchase the equipment listed below in compliance with the terms, conditions and specifications contained herein. Purchase of said equipment shall be contingent upon available funding at time of bid award.

A **NON-MANDATORY PRE-BID SITE VISIT** will take place on Wednesday, March 17, 2010 – 10:00am, at the following location:

Laguna Treatment Plant
4300 Llano Road
Santa Rosa, CA 95407
RSVP: Nikki Walker 707-543-3707

ITEM	QTY	UNIT	BID ITEM NO. 1	UNIT PRICE	TOTAL
1.	2	Ea	Spiral Sludge Heat Exchangers. Alpha Laval/American Heat Reclaiming Corp Model 1500K or Gooch Thermal Systems/Olympus Technologies, Inc. Model HXg 1500K or equal. Manufacturer: _____ Model: _____	\$ _____	\$ _____
				9.25% Sales Tax	\$ _____
Delivery Lead Time: _____ calendar days after receipt of PO.				Delivery	\$ _____
				Total Bid Item No. 1	\$ _____

NOTE: *New Address Location – 635 1st Street, 2nd Floor, Santa Rosa, CA 95404*



The City of Santa Rosa does not discriminate on the basis of disability in the admissions or access to, or treatment of or employment in, its programs or activities. Disability-related aids or services, including printed information in alternate formats, to enable persons with disabilities to participate in public meetings, programs, bid openings, and to deliver bid packages to the location specified herein, are available by contacting Nikki Walker, Buyer at (707) 543-3707 one week prior to the meeting, program, or bid opening.

BID	
<p>In compliance with the above, the undersigned offers and agrees, if this Bid is accepted, within ninety (90) calendar days from date of opening, to furnish any or all of the items upon which prices are offered at the price set opposite each item, delivered at the designated point(s) within the time specified in the Schedule. Discounts will be allowed for prompt payment as follows:</p> <p style="text-align: center;">_____ percent, 20 calendar days; _____ percent, 30 calendar days.</p>	
<p>Name and Address of Bidder:</p> <p>Phone No.</p>	<p>Signature of Person Authorized to Sign:</p>
<p>Date of Bid:</p>	<p>Please Type Signer's Name and Title:</p>

BID RESULTS

NOTE: The results of the bid opening can be obtained by accessing the City's website address listed below not sooner than three (3) days after opening of bids:

<http://www.srcity.org/bids>

The posted bid results will not list all exceptions taken to each specification, and shall not be considered as final. Where bid exceptions are noted, said exceptions will be evaluated to determine exception or rejection. Should you have any questions regarding the bid results, please call City Buyer, Nikki Walker at (707) 543-3707.

LOCAL VENDOR PREFERENCE CLAIMED: ___ YES ___ NO

(See: Local Vendor Preference, in GENERAL PROVISIONS and attach a copy of your City Business Tax Certificate.)

BID ITEM(S) AVAILABLE FOR OTHER AGENCY "PIGGY-BACK" PROCUREMENT: ___ YES ___ NO

NOTE: Prospective sellers are referred to GENERAL PROVISIONS for terms and conditions of Other Agency "Piggy Back" Procurements.

BIDDING "ALL OR NONE"* ___ YES ___ NO

**** (See "ALL OR NOTHING BIDS" under General Provisions)***

DELIVERY LOCATION

Final inspection of the units(s) will be at address below upon delivery:

Laguna Treatment Plant
City of Santa Rosa
4300 Llano Road
Santa Rosa, CA 95407
Contact: Terry Schimmel
Phone: 707-543-3479

GENERAL SPECIFICATIONS

General: It is the intent and purpose of these specifications to purchase for the City of Santa Rosa two (2) newly manufactured and unused spiral sludge heat exchangers of the latest commercial type and design. The equipment bid must meet or exceed the construction and performance specifications described in the following minimum specifications. The bidder shall be required to mark compliance to the section of the specifications in the space provided.

It is also the intent and purpose of these specifications that the successful bidder supply the necessary controls and accessories to the extent that this equipment will comprise a complete operating package.

All equipment furnished as standard by the manufacturer shall be included, if not stated in the written specifications.

Prior to delivery, all equipment specified herein shall be serviced as necessary to assure proper operation and function.

Any deviations from the written specifications shown in the Request for Quote shall be noted in the Exceptions Section of the Request for Quotations (**See Required Data Section**).

In order to receive full consideration, bids must fully follow these Specifications and Request for Quote General Conditions.

Upon delivery each piece of equipment will be inspected for compliance to the bid specifications at the Laguna Treatment Plant in Santa Rosa, California.

This RFQ is for product and delivery only. City of Santa Rosa Utilities staff will provide the installation.

SPECIAL PROVISIONS

Award: The lowest bidder shall be determined as being the bidder whose price is lowest for the Bid Item and whose offer is determined to be responsive and responsible.

Illustrative and Technical Data: Seller shall submit with bid the complete current illustrative and technical data on the proposed units. Failure to render such data may be considered sufficient reason to declare the bid non-responsive.

The bidder shall supply full technical data for the equipment which describes in writing, engineering drawings and/or photographs, for the equipment offered. The technical data shall be submitted to the office of the Purchasing Agent, 635 First Street, 2nd Floor, Santa Rosa, CA 95404.

Supplier shall guarantee that all dimensions of the heat exchangers are compatible with and are fabricated to fit existing piping or other physical constraints. Prior to fabrication, shop drawings shall be provided and approved in writing.

Replacement Parts: Replacement parts availability shall be a critical consideration in the evaluation of this bid. The bidder shall maintain a stock of replacement parts for each bid item, and shall be in a position to replace such part or parts as may be required for a period consistent with the life of the units. The type and location of the supplier's parts service facility shall be provided with the bid submittal.

Manuals and Technical Information: The successful bidder shall provide to the City, the following technical information for each unit ordered.

- A. Maintenance and operation manuals covering the units and all special equipment, parts and supplies purchased.

Warranty: All material and workmanship herein specified, including all equipment furnished by the successful bidder, shall be guaranteed to be free from defective material or workmanship for a period of one year or for the manufacturer's standard warranty period, whichever is greater. Seller will be required to furnish and install all parts and pay any additional expense to repair the unit that has been affected by defective workmanship, equipment or material during this period, at no cost to the City of Santa Rosa including transportation to and from the Laguna Treatment Plant, 4300 Llano Road, Santa Rosa, CA 95407.

Order Acknowledgment: The successful bidder, after receipt of a City of Santa Rosa Purchase Order, shall be required to furnish the City Purchasing Agent, when made available, a copy of the factory order acknowledgment or production date for the units ordered.

General Specifications		Compliance	
Specification Data	Minimum Requirements	Specification Data	Minimum Requirements
Performance and Design 1.	To heat sludge externally from digesters. Each heat exchanger shall have an assembly of two strips of plate wrapped to form a pair of concentric channels with covers fitted on each side.		
1a.	Heat exchanger shall operate on a liquid-to-liquid cycle. One spiral to conduct hot water and the other to conduct sewage sludge. (at no point shall the heating water come in direct contact with the sludge).		
1b.	Must be capable of transferring approximately 1,400,000 BTU per hour from the hot water to the sludge, when the sludge quantity is 300gpm and is entering the heat exchanger at 95 degrees F, and when the hot water quantity is 150gpm and is entering the heat exchanger at 160 degrees F.		
1c.	Head loss through the sludge side of the heat exchanger shall not be more than 15ft of water column and the loss through the water side shall not be more than 5ft of water column at the above flows of sludge and water.		
Technical 2.	Each heat exchanger shall be of counter-current type.		
2a.	Inner plates shall be of ¼-inch thick seamless carbon steel coil.		
2b.	No obstructions of any type to the flow sludge through the sludge side of the heat exchanger, including stiffener pins or plates.		
2c.	Sludge side must have a special sludge inlet header and shall have a hinged cover for easy access. The cover shall be clamped with ¾-inch minimum diameter bolts. Maximum bolt spacing shall be 6-inches.		
2d.	Water and sludge connections shall be 150lb ANSI standard flanges.		

2e.	Drains shall have 1-inch pipe threads.		
2f.	Minimum 2-inch diameter back flush nozzle connection on sludge inlet.		
2g.	Each unit shall be completely encased and rigidly self-supporting.		
2h.	Operating pressure of 50psi rating and tested at 75psi with no leakage allowed.		
2i.	Thermometers to indicate inlet and discharge water, as well as incoming and heated sludge temperatures.		
2j.	Dial type thermometers with bourdon tube, separable sockets, remote reading and surface mounted.		
2k.	Water instruments shall have a range from 60 degrees to 220 degrees F in a metallic case with an approximate 4-inch diameter.		
2l.	Sludge thermometers shall have a range from 50 degrees to 180 degrees F in a metallic case with an approximate 4-inch diameter, similar in appearance to the water instrument case.		
Advertisement 3.	No decals, painted signs or dealer logos of any kind will be allowed anywhere on the equipment. Only the standard manufacturer's logos or other markings are acceptable.		
Warranty 4.	Minimum 1-year manufacturers full parts and labor warranty.		

GENERAL PROVISION**Quotes:**

Discounts for prompt payment must be shown on the quote, otherwise prices will be considered net. Prompt payment discounts of less than 20 days following final acceptance of the material by the City will not be factored into the evaluation of quotes. Unless prices and all information requested are complete, bid may be disregarded and given no consideration.

This Request for Quotations shall result in a firm, fixed price contract to purchase.

In case of default by the vendor, the City of Santa Rosa may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and actual cost thereof to the City of Santa Rosa. Prices paid by the City shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent.

All prices and bids must be in ink or typewritten. No pencil figures or erasures are permitted. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by person signing the bid.

All bids must be signed with the firm's name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

Submission of Quotes

Each Quote must be submitted on the prescribed form in a sealed envelope with the above Quote number, or by faxing to 707-543-3703, closing date and time noted. Each quote must be signed as indicated above.

Information must be furnished complete in compliance with the terms, conditions, provisions and specifications of the Request for Quotations. The information requested and the manner of submission is essential to permit prompt evaluation of all quotes on a fair and uniform basis. Accordingly, the City reserves the right to declare as non-responsive, and reject any quote in which material information requested is not furnished or where indirect or incomplete answers or information is provided.

Quotes shall be for the total net price including all applicable taxes and charges, delivered F.O.B., City of Santa Rosa.

Quotes and modifications or corrections thereof received after the closing time specified will not be considered.

If you do not bid, return notice of this Request for Quotations and state reason; otherwise your name may be removed from our mailing list.

Local Vendor Preference

A one percent (1%) preference shall be granted to local bidders. A local bidder is defined as a business entity with its principal place of business located within the city limits of the City of Santa Rosa. To qualify for the preference, local bidders must submit proof of the address of its principal place of business and a copy of their current City Business Tax Certificate. Proof of address is normally the address to which Purchase Orders or contracts and payments will be sent. Copies of current City Business Tax Certificate must be submitted with each quote for which a preference is claimed. The total amount of preference granted in a single bid shall not exceed \$5,000.00. Local preference only applies to the procurement of material, supplies, equipment, or services, and will not apply to quotes conducted cooperatively with other public agencies nor when prohibited by the terms of a Federal, State or private grant of funds.

Delivery

The delivery date or term within which the proposed item(s) will be delivered shall be stated in the space provided under Delivery Information. Failure by the successful seller to notify the City of Santa Rosa immediately of any delivery beyond the stated date or terms is cause for him to be held responsible for damages incurred as a result of an extended delivery time.

All equipment, spare parts and supplies shall be delivered F.O.B. destination, delivery charges prepaid and added, to the following location, unless otherwise indicated on the first page of the Request for Quotations:

**City of Santa Rosa
Public Works – Fleet Garage
55 Stony Point Road
Santa Rosa, CA 95401**

Quote Withdrawal

After the bids are opened, bids may not be withdrawn for ninety (90) calendar days. Prior to the date/time set for the bid opening, however, bids may be modified or withdrawn by the Seller's authorized representative in person, or by written telegraphic notice. If bids are modified or withdrawn in person, the authorized representative shall make his identity known and shall sign a receipt for the bid. Written or telegraphic notices shall be received in the office designated on Page No. 1 of this Request for Quotations no later than the exact date/time for the bid opening. A telegraphic modification or withdrawal received in the designated office by telephone from the receiving telegraph office no later than the date/time set for the bid opening shall be considered if such message is confirmed by a copy of the telegram.

Award

The City of Santa Rosa reserves the right to accept bids, award bids and/or not award bids on individual items listed, on group items, or on the proposal as a whole; to reject any and all bids, to waive any informality in the bids, and to accept the bid that appears from all consideration to be for the best interest of the City of Santa Rosa.

In determining and evaluating the best bid, the prices will not necessarily be controlling, but quality, equality, efficiency, utility, general terms, delivery, suitability of the equipment/material offered, and the reputation of the equipment/material in general use will also be considered with any other relevant factors. The Purchasing Agent shall be the sole judge in the determination of these matters.

Notice of bid award, if bid be awarded, will be made within ninety (90) days of opening of bids to the lowest responsive and responsible seller, whose bid proposal complies with all the requirements in the Request for Quotations. Receipt of the official Purchase Order of the City of Santa Rosa covering the supplies, materials, equipment or services as described in the bid will indicate the award of the bid and a contract to purchase.

Modification

The City of Santa Rosa, at any time prior to the delivery date specified on the resulting Purchase Order or Purchase Contract, may issue a written order for any modifications. Such modifications shall be the result of negotiation and agreement between both parties.

Oral change orders are not permitted. No change in this Request for Quotations or resulting Purchase Order or Purchase Contract shall be made unless the City of Santa Rosa gives its prior written approval from the office of the Purchasing Agent. The Seller shall be liable for all costs resulting from any unauthorized changes to the Request for Quotations, Purchase Order or Purchase Contract.

Termination of Contract to Purchase

If at any time, in the opinion of the City, upon recommendation of the Purchasing Agent, 1) seller fails to conform to the requirements of this contract; or 2) seller seeks relief under any law for the benefit of insolvents or is adjudicated bankrupt; 3) any legal proceedings are commenced against seller which may interfere with the performance of the contract; or 4) seller has failed to supply an adequate working force, or material of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in any by the terms of the contract, notice thereof in writing may be served upon him, and should he neglect or refuse to provide means for a satisfactory compliance with the contract as directed by the Purchasing Agent within the time specified in such notice the City in any such case shall have the right and power, at its option and without prejudice to any other right it may have, to terminate the contract. Any excess of the cost arising therefrom will be charged against the seller and his sureties, who will be liable thereof. In the event of such termination, all monies due the seller or retained under terms of the contract shall be forfeited to the City; but such forfeiture will not release the seller or his sureties from liability for failure to fulfill the contract.

Title

Title to the equipment/material shall pass to the City at the F.O.B. point designated under Delivery, subject to the right of the City to reject upon inspection.

Acceptance and Payment

Acceptance shall be made at the time all equipment/material is operational and in proper working order as determined by and to the satisfaction of the City of Santa Rosa. Acceptance of the equipment/material shall be determined on the basis of technical completeness, performance and adherence to the operational requirements and functions of the specifications.

The City's payment terms are net/30 days, and payment will be scheduled within thirty (30) days upon complete delivery and acceptance of all material/equipment and receipt of an original and one (1) copy of an invoice complying with the terms and conditions of the award. The City reserves the right to withhold up to ten percent (10%) of the purchase price in the event there is a conditional acceptance.

In connection with any discount for prompt payment specified on this, time will be computed from the date of complete acceptance of the equipment/material, or from date correct invoices are received in the City Finance Office, if the latter date is later than the date of complete acceptance. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the City warrant or check.

Non-compliance with any one of the following requirements shall constitute a conditional acceptance:

1. Adherence to the general construction and performance specifications.
2. Reasonable opportunity for equipment/material inspection by City Purchasing Department.
3. Receipt of manuals (if applicable).
4. Receipt of warranty statement.

Indemnity

CONTRACTOR shall indemnify, defend and hold harmless CITY and any Indemnified Parties, from and against any liability, (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, interest, defense costs, and expert witness fees), where same arises out of the performance of this Agreement by CONTRACTOR, its officers, employees, agents, and sub-CONTRACTORS, excepting only that resulting from the sole active negligence or intentional misconduct of CITY, its employees, officials, or agents.

Seller shall be liable to City for any loss of or damage to City property arising from seller's negligence or willful misconduct.

Federal and State Tax

Prices quoted shall not include Federal Excise Tax. California Sales Tax of nine and a quarter percent (9.25%) will be paid in accordance with the contract payment schedule.

Legality

If any provisions of this Request for Quotations shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

California Law

This Request for Quotations shall be governed according to the laws of the State of California.

Compliance with Laws and Regulations

All materials, parts and equipment furnished pursuant to these specifications shall be in compliance with the laws and regulations of the State of California and OSHA. The seller shall, if requested by the City, supply certification and evidence of such compliance.

Proposal Contents

This proposal consists of the Request for Quotations, Bid, Provisions, Specifications, Attachments and other terms and conditions as are attached or incorporated by reference in the schedule of the Request for Quotations.

REQUIRED DATA FORMS

List of Forms:

Exceptions to Specifications

Recycled Content

Warranty Information

Designated Contact

REQUIRED DATA

Recycled Content

All bidders are required to disclose the minimum, if not exact, percentage of recycled product, both secondary and post-consumer, contained in each offered product.

NOTE: See “*Recycled Content, Recyclability*” in the General Provisions for definitions.

Bid Item No.	Minimum or Exact Post-Consumer Waste Content	Minimum or Exact Secondary Waste Content
1	<hr/> <hr/>	<hr/> <hr/>

✓ _____ Attach additional sheets as necessary, and place a check mark at the space provided at left.

Failure to provide accurate information may result in your bid being considered non-responsive. Deliberately providing false information may result in you and your firm being barred from doing business with the City of Santa Rosa for a period of up to three (3) years.

Signature of Person Authorized to Sign

Name: _____

Title: _____

REQUIRED DATA

Warranty

The equipment and related parts that are bid shall be covered by manufacturer's standard warranty and the bidder shall be required, as part of the bid, to supply the warranty service locations and submit a copy of the warranty terms and conditions, or state those terms and conditions by the manufacturer in the space provided below. ***NOTE: In all purchases made by the City, availability and accessibility of warranty service and service after warranty may be considered in determining the lowest responsive and responsible bidder.***

BID ITEM NO. 1

Warranty Terms and Conditions

Replacement Parts

The type and location of the supplier's parts service shall be provided in the space below:

Warranty Service Location

Name: _____

Address: _____

Phone: _____

Fax: _____

REQUIRED DATA

Designated Contact

Bidder is required to indicate in the space provided below, the designated contact individuals name and address as requested under Notification in the General Provisions Section of the Invitation For Bids.

<u>City of Santa Rosa</u>	<u>Contractor</u>
<p>Nikki Walker Buyer 635 First Street, Second Floor Santa Rosa, CA 95404 707-543-3707 Voice 707-543-3703 Fax E-mail: nwalker@srcity.org</p>	<hr/>
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