

MONTEREY REGIONAL WATER POLLUTION CONTROL AGENCY  
**NOTICE**  
**INVITATION FOR BIDS**  
to  
PURCHASE BIO GAS FLARE

Notice is hereby given that sealed bids will be received at the Finance Department, until August 24, 2016 at 2:00 pm local time, at which time they will be publicly opened and read for the furnishing of equipment, and any incidental costs necessary to deliver and acquire:

*Two (2) Bio Gas Flares*

in accordance with the MRWPCA plans, specifications and contract documents.

Bids shall be delivered and addressed to the MRWPCA, Dan Deeth, 5 Harris Court Building D, Monterey, CA, 93940, and shall be labeled "Bio Gas Flares, August 24, 2016. Any Bidder who wishes his bid to be considered is responsible for making certain that his bid is received in the Finance Department by the proper time. No oral, telegraphic, electronic, facsimile, or telephonic bids or modifications will be considered unless specified. Bids received after the scheduled Bid Submittal Deadline will be returned unopened. It is the responsibility of the Bidder to see that any bid submitted shall have sufficient time to be received by the Procurement Specialist before the Bid Submittal Deadline. Late bids will be returned to the Bidder unopened.

The receiving time in the Finance Department will be the governing time for acceptability of bids. Bids will not be accepted by telephone or facsimile machine. Bids must bear original signatures and figures.

Specifications. Specifications are included in Exhibit A.

## INSTRUCTIONS TO BIDDER

BID FORMS. Bid must be submitted on preprinted Bid Forms supplied by the Finance Department.

BID OPENING AND BID RESULTS. Bids are opened publicly in the **Regional Treatment Plant Conference Room, 14811 Del Monte Blvd., Marina, CA 93933.** **Bids are scheduled to be opened at 9:00 am on August 25, 2016.** Interested parties are invited to attend the bid opening. A tabulation of bids received will be available within a reasonable time after the bid opening. Bid results will be faxed or mailed to interested parties upon request.

BID SUBMITTAL DEADLINE. **The Bid Submittal Deadline is August 24, 2016 at 2:00 pm.** Bid must be submitted in sealed envelopes and should be properly identified with the bid number and Bid Submittal Deadline. **Bids must arrive in the Finance Department, 5 Harris Court Building D, Monterey, CA 93940, by August 24, 2016, 2:00pm.** Telephone, telegraphic, facsimile, electronic, and late bids will not be accepted or considered. It is the Bidders' responsibility to see that their bids have sufficient time to be received by the Finance Department before the Bid Submittal Deadline.

BID WITHDRAWAL. Bidders' authorized representatives may withdraw bids only by written request received by the Procurement Specialist before the Bid Submittal Deadline. After that time, Bidders may not withdraw their bids for a period of ninety (90) days from the Bid Submittal Deadline. At no time may the successful Bidder(s) withdraw his bid.

INFORMED BIDDERS. Before submitting bids, Bidders must fully inform themselves of the conditions, requirements and specifications of the work or materials to be furnished. Failure to do so will be at Bidders' own risk and they cannot secure relief on the plea of error.

LATE BIDS. Bids not received by the Bid Submittal Deadline are late. Late bids will be returned to Bidders unopened.

PRICES, NOTATIONS, AND MISTAKES. All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person who signs bid. Prices shall be stated in units and quotations made separately on each item. In case of conflict, unit prices will govern. Where there is a conflict between words and figures, words will govern.

## INSTRUCTIONS TO BIDDER - Continued

QUESTIONS, INTERPRETATION, OR CORRECTION OF QUOTE DOCUMENTS. Bidders shall notify the Procurement Specialist promptly of any error, omission, or inconsistency that may be discovered during examination of the solicitation. Requests for interpretation, correction, or clarification shall be made in writing to the Procurement Specialist. ***Questions regarding this solicitation must be submitted in writing***, by email or fax to Dan Deeth, Procurement Specialist at dand@mrwpca.com or by fax (831) 647-1766 ***and shall arrive at least four (4) working days before the Submittal Deadline.*** Any questions received after the deadline will not be addressed. Bidder's company name, address, phone and fax number, and contact person must be included with the questions or comments.

***Clarification, corrections, or changes to specifications.*** All clarifications, corrections, or changes, to the solicitation documents will be made by Addendum ***only***. Bidders shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone, in person, or at a pre-bid conference. Interpretations, corrections, and changes shall not be binding unless made by Addendum. All Addenda issued shall become part of the Agreement documents. Addendum will be sent to all known solicitation holders by facsimile or US mail. It is the Bidders sole responsibility to ascertain that it has received all Addenda issued for this solicitation. All Addenda must be acknowledged and returned on or before the Submittal Deadline, unless otherwise directed by an Addendum.

TERMS OF THE OFFER. Agency's acceptance of Bidder's offer shall be limited to the terms herein unless expressly agreed in writing by the Agency. Bids offering terms other than those shown herein will be declared non-responsive and will not be considered.

## **TERMS AND CONDITIONS**

ATTORNEY FEES. In the event a suit or action is instituted in connection with any controversy arising out of this contract, the prevailing party shall be entitled to receive, in addition to its costs, such sum as the court may adjudge reasonable as to attorney's fees and costs.

BIDDER AGREEMENT TO TERMS AND CONDITIONS. Submission of a signed bid will be interpreted to mean Bidder has agreed to all the terms and conditions set forth in the pages of this solicitation.

CANCELLATION OF CONTRACT. The Agency may cancel this contract WITHOUT CAUSE at any time by giving thirty (30) days written notice to the supplier/contractor. The Agency may cancel this contract WITH CAUSE at any time by giving ten (10) days written notice to the supplier/contractor. Cancellation for cause shall be at the discretion of the Agency and shall be, but is not limited to, failure to supply the materials, equipment or service specified within the time allowed or within the terms, conditions or provisions of this contract. The successful Bidder may not cancel this contract without prior written consent of the Procurement Specialist.

COMPLIANCE OR DEVIATION TO SPECIFICATIONS. Bidder hereby agrees that the material, equipment or services offered will meet all the requirements of the specifications in this solicitation unless deviations from them are clearly indicated in the Bidder's response. Bidder may submit an attachment entitled "Exceptions to Specifications", which must be signed by Bidder's authorized representative. An explanation must be made for each item to which an exception is taken, giving in detail the extent of the exception and the reason for which it is taken. Bids failing to comply with this requirement will be considered non-responsive. Submittal of brochure or other manufacturer literature is desirable but shall not be an acceptable substitution for this requirement.

COMPLIANCE WITH LAWS. All bids shall comply with current federal, state, local and other laws relative thereto.

AIR BOARD REQUIREMENTS. **The award of this contract is contingent on the Air Board authorizing a permit.**

FORCE MAJEURE. If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the Contractor, the Contractor shall notify the Agency, in writing, within twenty-four (24) hours, after the delay. Such causes may include but are not limited to acts of God, war, acts of a public enemy, acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather.

FORMATION OF CONTRACT. Bidder's signed bid and Agency's written acceptance shall constitute a binding contract.

## **TERMS AND CONDITIONS - Continued**

LAWS GOVERNING CONTRACT. This contract shall be in accordance with the laws of the state of California. The parties stipulate that this contract was entered into in the County of Monterey County in the state of California. The parties further stipulate that the county of Monterey County, California, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

NOMENCLATURES. The terms Successful Bidder, supplier, vendor, and contractor may be used interchangeably in this solicitation and shall refer exclusively to the person, company, or corporation with whom the Agency enters into a contract as a result of this solicitation.

REJECTION OF BIDS. The Agency reserves the right to reject any bids, all bids, or any part of a bid. The Agency reserves the right to reject the bid of any Bidder who previously failed to perform adequately for the Agency or any other governmental agency. The Agency expressly reserves the right to reject the bid of any Bidder who is in default on the payment of taxes, licenses, or other monies due to the Agency.

SAFETY. All articles delivered under this contract must conform to the Safety Orders of the State of California, Division of Industrial Safety.

SELL OR ASSIGN. The successful Bidder shall not have the right to sell, assign, or transfer, any rights or duties under this contract without the specific written consent of the Agency.

SEVERABILITY. If any provisions, or portions of any provisions, of this contract are held invalid, illegal, or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

TAXES, FEDERAL EXCISE. The Agency is exempt from Federal Excise Tax.

TAXES, SALES. California Sales Tax should be shown separately on the Bid Form, when and where indicated.

WAIVER OF INFORMALITIES. The Agency reserves the right to waive informalities or technicalities in bids.

**SPECIAL PROVISIONS  
FOR MATERIALS & EQUIPMENT**

AUTHORIZED DISTRIBUTOR. Successful Bidder must be an authorized distributor for the product he offers, or with his bid he must submit documentation from an authorized distributor that he has purchased the specified product/equipment from that distributor and that the distributor will honor all of the manufacturer's warranties.

BRAND NAMES. Manufacturers names, trade names, brand names, model and catalog numbers used in these specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for alternative brands that meet or exceed the quality of the specifications listed for any item.

BRAND SUBSTITUTIONS. Bids will be considered for items complying substantially with specifications, provided deviations to the specifications are stated and items are described in detail. When offering alternate products, it is the responsibility of the bidder to indicate the brand names and model/catalog numbers, and to provide evidence of the equality of the items to the products specified in the solicitation. Standard catalog sheets or technical data will not be accepted in lieu of this requirement. The Agency will be the sole judge of whether such alternates are equivalent to the items specified. The Agency reserves the right to waive immaterial variations in the specifications.

COMPLIANCE WITH OSHA. Bidder agrees that all item(s) offered comply with all applicable Federal and the State Occupational Safety and Health Act, laws, standards and regulations, and that Bidder will indemnify and hold the Agency harmless for any failure to so conform.

DELIVERY HOURS. Unless otherwise specified, all items must be delivered to: 14811 Del Monte Blvd., Marina, CA 93933, Monday through Friday, between the hours of 8:00 A.M. & 12:00 P.M. and 1:00 P.M. and 5:00 P.M., excluding holidays.

DELIVERY TIME

The maximum time allowed for delivery is: 120 Days from receipt of order. Time is of the essence of this contract. Bidder shall state earliest delivery time on his Bid Form. The Agency reserves the right to cancel any order not received within the time stated by the Bidder in his bid. Delivery time will be a factor in award of bid where a maximum time for delivery is stipulated herein.

**SPECIAL PROVISIONS  
FOR MATERIALS & EQUIPMENT - Continued**

F.O.B. POINT & SHIPPING CHARGES. All prices shall be quoted F.O.B. destination, Marina, California. All shipping, handling and freight charges must be shown separately on the Bid Form.

HOLD HARMLESS. Successful Bidder agrees to indemnify, defend, and hold harmless the MRWPCA, it's governing body, officers, employees, and insurance carriers, individually and collectively, from all losses, claims, suits, demands, expenses, subrogation, attorneys' fees, or actions of any kind in nature resulting from personal injury to any person (including bodily injury and death), or damage to any property, arising or alleged to have arisen out of Bidder's negligent acts, errors, omissions, for provision of the products specified under the contract. The amount and type of insurance coverage requirements set forth herein, or lack thereof, will in no way be construed as limiting the scope of indemnity in this paragraph.

MANUFACTURER & MODEL NUMBER. On this Bid Form, Bidder must state the manufacturer name and model number of each item proposed.

NEW AND UNUSED. Unless specifically provided to the contrary, all materials and equipment shall be new and unused and of the current production year. Bids that are received for other than the current production year or for items and materials that have been previously used will be rejected.

WARRANTY, MANUFACTURER. Manufacturer shall fully warrant all materials and equipment furnished under the terms of this contract, against poor and inferior quality, for a period of not less than *two (2) years* from the date of final acceptance by the Agency. Time is of the essence of this contract. While under warranty, manufacturer shall repair or replace inoperable materials or equipment in a timely manner to minimize the disruption of Agency operations. A copy or description of the manufacturer's warranty shall accompany each bid for the item(s) proposed, detailing the scope and length of the warranty. Where the successful Bidder is also the manufacturer of the materials or equipment provided under this contract, the Manufacturer's Warranty requirement will supersede the Successful Bidder Warranty requirement of this solicitation.

WARRANTY, SUCCESSFUL BIDDER. Successful Bidder shall fully warrant all materials and equipment furnished under the terms of this contract, against poor and inferior quality, for a period of not less than *one (1) year* from date of the final acceptance by the Agency. Time is of the essence of this contract. While under warranty, successful Bidder shall repair or replace inoperable materials or equipment in a timely manner to minimize the disruption of Agency operations.

## RTP BIO GAS FLARE SPECIFICATIONS

Supply Two Biogas Waste Burners with Natural Gas Proven Pilot and Ignition Control Panel that will integrate into the existing PLC controlled modulating valves located at the Regional Treatment Plant

### 1. Design Parameters

Waste gas burner shall have a 6-inch flanged waste gas connection. Burning capacity shall be no less than 24,000 SCFH gas of 0.8 specific gravity at 60 degrees F with 0.5" WC pressure drop. Burner shall be designed for waste gas composed primarily of methane.

Acceptable manufacturer: Varec 244WL6191201, or approved equal.

### 2. Burner Construction

Burner shall be self-supporting on 150% ANSI flange for winds up to 150 mph and shall meet Seismic Zone 4 requirements. Burner shall be constructed with 304 stainless steel shroud and upper 24" (610 mm) of stack and pilot piping. Remainder of burner stack shall be mild steel. 316 pilot nozzles.

Total Height of the burner tip from ground level must be at least 15 feet.

### 3. Pilot Gas Supply or Equal

Continuous flame nozzle shall be mounted integral to the burner and shall have a long profile flame. Pilot shall be inclined 45 degrees off vertical. Pilot flame shall extend through waste gas flow profile to ensure ignition of waste gas regardless of the flow rate.

Provide a waste gas burner that will allow operation using pilot gas supply pressure of

Waste gas burner shall operate using one of the following pilot gasses at 4" WC supply pressure:

- A. Natural gas, 65 SCFH
- B. Propane, 45 CFH
- C. Digester gas with minimum heat content of 550 BTU/cubic ft. or greater as pilot fuel, 55 SCFH.

Pilot gas only runs continuously when there is a demand to flare or combust waste gas, otherwise burner remains on standby and does not continuously use pilot gas.

### 4. Theory of Operation

- A. The plant PLC initiates a startup sequence through the remote start contacts.
- B. This contact closure energizes the remote-start timer to eliminate nuisance switching false starts.
- C. The start-up sequence will open the continuous pilot solenoid valve (existing).
- D. The continuous pilot line receives a constant air/gas supply from the mixing chamber.
- E. The system will purge for "spark interval set time" minutes.
- F. The transformer sends voltage to the spark plug.
- G. This generates a flame front, which ignites the gas from continuous flame nozzle.



- H.** The flame sensor located inside the continuous flame nozzle senses the flame and proves the pilot is lit. Pilot ON light comes on in the control panel.
- I.** An output from waste gas burner then calls for to activate the main valve solenoid which allows air to the existing pneumatic modulating valve, opening the regulator and permitting flow of digester gas to the burner for combustion. The PLC will vary the flow rate of the waste gas burner via 4-20mA signal to the valve positioner.
- J.** LOCAL START OPERATION- In “AUTO” mode, the burner and the pilot will remain lit and will attempt re-ignition in case the pilot is lost. Ignition will continue to happen until the PILOT ON indicating light comes on in the panel or when a second timer goes out.
- K.** REMOTE START OPERATION
  - 1.** If the sensor loses pilot flame signal, “PILOT ON” turns off and “PILOT OFF” comes on and re-ignition will occur.
  - 2.** A system alarm will come on indicating a pilot flame failure if the sensor does not prove the pilot within the set time. The unit would have to be manually reset.
  - 3.** If the plant permissive signal is lost, the “Remote Start” time delay relay will begin timing and delay switching until it times out providing a delay pilot shutdown to prevent nuisance switching.
  - 4.** Once the time delay relay times out, the Continuous Pilot Gas Supply solenoid valve will close and the main valve solenoid will be de-energized.
  - 5.** The burner is now in “STANDBY” mode.
  - 6.** The system alarm will not activate while in “STANDBY” mode.
  - 7.** Total system will remain in STANDBY mode until the Remote Start contacts close initiating pilot start-up ignition sequence.

## **5. Pilot Gas Control Components**

- A.** The pilot gas control components shall be mounted on a stainless steel plate. Provide with weather hood and mounting stand capable of withstanding 150 mph wind load.
- B.** Pilot Gas components include:
  - i.** Solenoid Valves with aluminum construction and stainless steel inserts.
  - ii.** Pressure gauges, 0-30 inches WC range
  - iii.** All tubing and fittings shall be provided in stainless steel construction.

## **6. Burner Controls**

Control panel shall include the following features:

- A.** NEMA 4X 316 SS Construction
- B.** Three-position selector switch for OFF/HAND/AUTO modes
- C.** Pilot flame monitoring
- D.** Potentiometer with 4-20mA signal to control main valve position when the HOA switch is HAND.
- E.** Status lights for “Pilot On,” “Pilot Off,” “Spark,” “Main Valve”
- F.** Heater and thermostat
- G.** Manual ignition button

- H.** SPDT contacts for remote indication of Pilot On/Off, Main flare call and Pilot Flame Failure functions
- I.** 120 VAC, single phase, 60 Hz
- J.** Capability for repeated ignition cycle
- K.** 10 amps, grounded neutral
- L.** UL certified

The Control Panel shall include necessary pilot controls to provide automatic re-ignition of the burner. It will provide flame sensing and re-ignition sequence in case the pilot is lost. In case of a pilot flame failure, the solenoid valves shall fail close.

**Bid Sheet**  
**Two (2) Bio Gas Flares**

**Company Submitting Bid** \_\_\_\_\_  
**Address** \_\_\_\_\_  
**Contact Name and Number** \_\_\_\_\_

Item	Individual Price	Qty	Subtotal	Freight/ Shipping	Taxes	Other (Please describe <sup>1</sup> )	Total Cost
Two (2) Bio Gas Flares							
<b>Manufacturer, Name and Model Number</b>							
<b>Warranty</b>							

*Please include any product information sheets*

**Earliest Delivery Date** \_\_\_\_\_  
**Company Officer Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

*(1) Please provide a description of any additional costs below*

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