

# **ADDENDUM NO. 2**

### This addendum consists of 6 pages

**TO:** All Proposal Packet Holders

**FROM:** City of Kenai Public Works Department

**DATE:** May 19, 2021

**SUBJECT:** Request for Proposals – 2021 City of Kenai Wastewater Treatment Plant (WWTP)

Sludge Press Replacement Equipment Selection

DUE DATE: May 25, 2021, by no later than 5:00 PM

Bidders must acknowledge receipt of this Addendum in the appropriate place on the Bid Form. Failure to do so may result in the disqualification or rejection of the bid.

Note: Information in this addendum takes precedence over original information. All other provisions of the document remain unchanged.

This addendum consists of four (4) pages and one (1) attachment. Attachments are as follows:

1. Sample Performance Bond (2 Pages)

# Proposal submission date remains unchanged.

### **RFP DOCUMENTS**

- A. Modifications to Section 4.0 Proposal and Submission Requirements
  - 1. Paragraph 4.5.2 Detailed Breakdown. <u>Delete the paragraph in its entirety and substitute the</u> following:

Provide a lump sum cost to perform the work specified. Include a cost breakdown in accordance with Paragraph 3.3.13 of this RFP.

2. Paragraph 4.5.2 – Fee Schedule. <u>Delete the paragraph in its entirety.</u>

- B. Modifications to Section 8.0 Sample Contract or Minimum Mandatory Contract Provisions
  - 1. Insert the following at the end of the section:

The City reserves the right to award all, or any portion of the contract based on the cost breakdown submitted by the supplier. If only a portion of the work is to be awarded, points under Section 5.3.4 shall be assigned based on the work to be awarded.

The successful Proposer shall furnish the City with a Performance Bond in the full amount of the Contract. The Bond is for the faithful performance of the Contract in all respects including, but not limited to, supply of all materials required by the RFP, adherence to the minimum performance criteria stated under Section 3.0, and all associated labor required to satisfy the provisions of the supply contract. All alterations, extensions of time, additional Work and other changes authorized by the Contract Documents may be, at the option of the City, made without securing the consent of the Surety or Sureties. Provide the Bond with a good and sufficient corporate surety acceptable to the City. A Power-of Attorney for the person signing the Bond for the Surety must be submitted with the Bond.

# **RESPONSES TO PROPOSER QUESTIONS**

Q. We are concerned about our ability to meet the specified deadline for an on-site pilot test to be completed by June 25, 2021. We would need at least 6-8 weeks from contract award in order to schedule the on-site pilot test.

While a pilot test is always a good supplement to lab testing, the logistics for carrying out such a pilot test in Kenai make this significantly more difficult to organize and schedule, especially during COVID.

Based on our understanding of the sludge and the specified performance requirements, we suggest that a pilot test is not a necessary step in this case.

- A. Because funding for this project is limited, the City may choose to remove pilot testing from the overall project scope based on the detailed cost breakdown provided by the equipment supplier.
- Q. Section 3.3.11 asks for standard warranty and extended warranty details. Please advise what extended warranty you are requesting, if any.
- A. Supplier shall provide a 12-month full parts and labor warranty for the screw press equipment supplied under this contract. The warranty period shall begin after the equipment has been fully commissioned and accepted by the City. Sample warranty language follows:

During warranty period, the Supplier will, upon 30 days written notice from the City, commence to make whatever repairs or replacements necessary to correct defects and bring the Work into good working order. Subject to the conditions below, Supplier warrants all Screw Press Equipment against defects for the Warranty period.

In the event Suppler fails to initiate a corrective action plan to repair or replace the defective components within 10 days following the City's notice of a problem, the City may, at its option, take corrective action to repair or replace such defective product and Supplier shall bear the direct

and commercially reasonable cost for parts and labor thereof. In such circumstances, Supplier has no warranty obligation to the repairs or replacement performed by the City. Further, if the City improperly repairs or replaces the defective Work, and/or uses incompatible components, Supplier is not responsible for any resulting costs, damages, or malfunctions.

Any alteration, disassembly, storage, or use of the Work not in accordance with the Suppliers' instructions shall void the warranty. The City assumes full responsibility in the event City uses Work in combination with other goods and/or in a manner not stated in the Suppliers installation and operations documentation.

All costs associated with removing the Work from service and reinstalling same following examination, repair or replacement are to be borne by the City. Supplier may, in its sole discretion, require the work be shipped to the Supplier's facility for examination, repair or replacement. All transportation costs to and from the Supplier's facility, if required, are to be prepaid by the City.

- Q. The Cost Proposal Form does not include a Cost Breakdown Sheet. Will you be providing a separate cost breakdown sheet so that all suppliers will be providing the same breakdown structure for evaluation purposes?
- A. Paragraph 3.3.13 of the RFP is sufficiently explicit on what is to be included in cost breakdown. No separate cost breakdown is required beyond that requested and thus, an additional cost breakdown sheet is not being provided.
- Q. Sections 4.5.2 and 4.5.3 appear to apply to consulting services.
- A. See revisions to RFP documents above.
- Q. Please confirm if the screw press supplier is to include a liquid polymer blending system. If this is to be supplied, please provide a specification for the polymer system requirements: i.e. what type of neat polymer pump rotary lobe or progressive cavity; do you want duty/standby pump arrangement or just a single pump; do you require a solution aging tank system and solution metering pump system and what are the requirements (retention time, type of pump, etc.)
- A. Supplier shall provide information regarding their recommended polymer to be utilized on the aerobically digested sludge produced by the Kenai WWTF. This includes information about the recommended type of polymer and its approximate dosage. The installing Contractor will be required to furnish and install a polymer dosing equipment skid including all appurtenances. It is not necessary to include the cost of the polymer dosing equipment in the supplier's cost proposal. Further, it is not necessary to include the cost of any other equipment appurtenances (e.g. equipment access platforms, polymer injection equipment, polymer mixing equipment, or other supporting equipment). In order to make a clear comparison between the various manufacturers, proposals shall include only the cost of the screw press equipment itself.

- Q. Is the screw press supplier to include a wash water booster pump, or is the wash water pump to be supplied by the installation contractor, or is the water supply from the City of Kenai sufficient? The screw press will require intermittent wash water for the spray nozzles supplied at 48 gpm and 70-90 psi.
- A. Do not include the cost of supplying a booster pump under the cost proposal. Supplier shall state their required flow and pressure of wash water for the screw press equipment. Assume that the wash water requirement can be met at the site and if an additional booster pump is required it will be furnished under the installation contract.
- Q. The cost of controls can vary widely depending on the component selection. To level the playing field on controls in the evaluation process, please clarify the following:
  - 1. What NEMA enclosure rating is required for the control panel? (for example, NEMA 4X 304 stainless steel)
  - 2. What make/model of PLC is preferred (for example, Allen-Bradley Compactlogix)
  - 3. What make/model of Operator Interface Terminal (OIT) is preferred (for example, Maple Systems 9.7")
  - 4. What make/model of VFDs are preferred (for example, Allen-Bradley PowerFlex 525)
  - 5. How will the Screw Press control panel be interfacing with the additional appurtenances required for this application such as sludge feed pump, polymer system, and conveyor: will these be hardwired or controlled via SCADA?
- A. 1) Enclosures shall be NEMA 4X 304 Stainless Steel. 2) PLCs shall be Allen-Bradley CompactLogix 5370 series. 3) OIT shall be Allen-Bradley PanelView Plus 7. Supplier shall size the OIT to allow WWTP operators to efficiently operate the machinery, but screen shall be no smaller than 7-inch diagonal width. 4) VFDs shall be ABB, Allen-Bradley, or approved equal. No specific model is preferred. 5) Screw Press Control Panel shall provide basic indications of 'run status' and 'alarm' for WAS Pump, Screw Press, Polymer Skid, Sludge Transfer Auger, Conveyor Belt, Washwater Booster Pump, at a minimum. These appurtenances may be hardwired into the control panel.
- Q. Is this project tax exempt?
- A. Yes. The City of Kenai is tax exempt.

**End of Addendum 2** 

### PERFORMANCE BOND

(Name of Contractor)	
(Address of Contractor)	
, hereinafter called Principal, and	
(Corporation, Partnership, or Individual)	
(Name of Surety)	
(Address of Surety)	
ereinafter called Surety, are held and firmly bound unto	
(Name of Owner)	
(Address of Owner)	
ereinafter called Owner, in the penal sum of Dos	
THE CONDITIONS OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract ne Owner, dated the day of, 202_, a copy of which is hereto attached and made a ereof for the construction of:	with par

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NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay owner all outlay and expense which the owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any ways affects its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, who claims may be unsatisfied.

IN WITNESS WHE	EREOF, this instrument is ex e day of	ecuted in three (3) counterpa	arts, each one of which shall be deemed		
an enginal, and an	o uay o	, 202			
		(Principal)	(SEAL)		
		<del>/D:::10</del>			
		(Principal Secret	ary)		
ATTEST:		ВҮ			
(AAC)		(A.1.1			
(Witness as to Pri	ncipai)	(Address)			
(Address)					
		(Surety)	(SEAL)		
ATTEST:		BY	y-in-Fact)		
		(Attorne	y-in-Fact)		
(Witness as to Su	rety)	(Address)			
(Address)					
NOTE: If Contrac	ctor is Partnership, all partne	rs should execute bond.			
	Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 a amended) and be authorized to transact business in the State where the project is located.				