The City of New Bedford issues the following Addendum #1 for

**RFP # 20439047 Contract Operation, Maintenance, & Management Services of the Wastewater Treatment Facility**

To: All Bidders of Record

This addendum is issued to advise Bidders of the following:

Supplementary informational documents pertaining to the operations of the City of New Bedford’s WWTF and collection system have been uploaded to the City’s website at: newbedford-ma.gov/purchasing/request-proposals-rfps-invitation-bids-ifbs/. These documents include:

- Union contract between the City and its employees
- Union contract between the current WWTF operator’s company and its employees
- General WWTF information
- Pump stations map
- Pump station assets
- Sludge disposal contract
- WWTF equipment list
- WWTF odor complaints from 2016-2019
- Welby and Industrial Park pump station as-builts
- Chemical usage
- WWTF O&M manual

The following questions asked by potential bidders are answered as follows:

1. Would the City allow for the licensed and registered corporate affiliate (as required by applicable law) to satisfy the obligations of the Guarantor under the Guaranty?
Answer: City has permitted corporate affiliates to act as guarantor in the past. Affiliate has to prove it is sufficiently financially sound to undertake the obligation. Financial viability should be subject to annual or bi-annual review given that companies can suffer severe financial problems in a matter of months in today’s economies.

2. Is the City’s intent that the Contractor’s indemnity obligations extend to indemnifying the City for uncontrollable circumstances and indemnifying the City for its own negligence?

Answer: “Uncontrollable Circumstances” is equivalent to “force majeure” or an “act of God” for which neither party is required to indemnify the other.

Section 7.01 of the contract clearly excludes indemnification of the city by the contractor for damages arising from the city’s negligence:

“the Company shall protect, defend, indemnify and save the City… harmless from and against any and all claims… except to the extent any such damages arise out of injuries property claims of third parties caused by the negligence or willful misconduct of the City, or its officials, directors, employees or agents.”

Under section 7.02 the parties also waive subrogation against one another, since, ostensibly, the city will be additional insured under the contractor’s liability policy, any recovery under which will require waiver of subrogation by each party as a condition of the policy documents.

3. Section 7.2.6. of the RFP - Key Project Staff defines Key Management Team as Project Manager/Lead, Operations Manager, Maintenance Manager and Laboratory Manager. The City expects that the vendor commits to this staffing structure for 3 years and failure may be deemed as a default condition that could lead to termination of the contract. In the course of providing management service, there are many circumstances that may result in the absence of one or more of Key Management Staff for a period of time without any adverse effect to the safety, compliance or overall performance of the facility (i.e. – involuntary termination). Would the City consider Liquid Damages (LD) rather than default of the contract that can result in termination?

Answer: Yes the City will allow for the change of Section 7.2.6 of the RFP – to be changed to “Could lead to Liquid Damages” rather than termination of the contract.

4. Please provide a list of rolling stock (vehicles and equipment) that if any, would transfer to the new Operator.

Added to City’s website.
5. Please provide a list of tools, if any, that would transfer to the new operator.

   Added to City’s website.

6. Does the City have a capital improvement plan (CIP) for the WWTP and Pumping Stations? If so, can the City provide?

   Answer: Yes, In 2017 the City of New Bedford (City) completed a draft Long Term CSO Control and Integrated Capital Improvements Plan (Integrated Plan) that identifies appropriate sequencing and scheduling of work in eight needs areas to address the City’s most pressing public health, critical infrastructure and environmental issues. Two of those needs areas includes the wastewater treatment plant and pumping station. These sections will be uploaded to the City’s website.

7. What version of SCADA software is currently being used? Who owns the software licenses?

   Answer: The iFIX version is 5.8, The historian is version 5.5 and the license manager is version 14.2.193.0. The city owns the software licenses.

8. Please provide quantities of chemical used.

   Added to the City’s website.

9. Two (2) RAS pumps were not in service on each end of the common header. Are there plans to return these pumps into service?

   At this point no, the pumps that sat on those pedestals are used as spares and swapped out when other pumps need repair. This could change in the future.

10. Can you provide the odor complaint history for the last 3 years? Is there any odor source sampling data available?

    Added to City’s website.

11. Can you provide the current Synagro sludge disposal contract?

    Added to City’s website.
12. We respectfully request clarification of conflicts in the RFP between 6.2.1 Project Proposal Outline (RFP pages 25-26) and 6.4 Project Proposal Content (RFP pages 28-35). Could the City provide direction on which instructions should prevail in the conflict described below:

a) The RFP states in section 6.2.1 Project Proposal Outline (RFP page 25) that the Executive Summary must be "5 pages or less." In section 6.4.1 Executive Summary (page 28), it says the Executive Summary "shall not exceed six typed pages." Which direction should prevail?

Answer: Section 6.4.1 Executive Summary (page 28), it says the Executive Summary "shall not exceed six typed pages." Should prevail and 6.2.1 changed to “6 pages or less”.

13. In 6.4.3 Business Arrangement/Proposer Financials (RFP page 32-33), it requests “a copy of the most recent Annual Reports filed with the Securities and Exchange Commission (SEC) on form 10K, and all quarterly reports filed with the SEC on for 10Q since the last 10K was filed.” These are extensive documents totaling 150 pages or more. Would it be acceptable to provide a link to this information online or as a PDF(s) on a thumb drive or CD, instead of printed and bound with the proposal hard copies?

Answer: Yes either method would be acceptable.

14. Are influent and discharge H2S concentrations for the chemical scrubbers monitored via SCADA? If so, may we have copies of this past data?

Answer: Only primary air, data posted to the City’s website.

15. What operational parameters on the chemical scrubbers are monitored/controlled via SCADA?
Answer: pH and Orp

16. Can you provide historical performance data (e.g. percent removal efficiency) on the odor control systems?
Answer: In and Out H2S concentrations provided will show efficiency.

17. Is historic chemical usage data for the plant available for both odor control and process control? If so, may we have a copy?
Answer: Chemical Usage Data posted to the City’s website.

18. Upon what scientific criterion/criteria are ferrous chloride feed rates established? May we have a copy of historic data/information to that effect?
Answer: Feed rates paced on inlet sulfide reading to air scrubber.

19. Are historic data on plant influent dissolved sulfide concentrations available? If so, may we have a copy of that data?
Answer: No data exists.

20. Upon what scientific criterion/criteria are potassium permanganate feed rates established? Can we get historic data/information to that effect?
Answer: Grab sample used to determine if permanganate is needed. No data available other than chemical usage, which is posted on the City’ website.
21. Have the media in the odor control scrubbers been replaced since startup of the scrubbers? If so, when were did this replacement take place?

Answer: Media has been replaced at least twice since startup, last in 2016. Scrubber Acid washed twice a year.

22. What is the name of the type of media, and the manufacturer, of the media in the chemical scrubbers?

Answer: Media purchased from Verantes. New media onsite for next change out.

23. Are odor complaint records available? If so, may we have a copy of this information?

Answer: Data provided and posted to the City’s website.

24. Confirm that the laboratory is using Ops 32 as their Laboratory Information Management System (LIMS). If another LIMS software package is in use, identify that software package for us.

Answer: Currently the contractor is using Hach Wims

25. Is the City Health Department (Shellfish Lab) a separate entity and not included in the Scope of the RFP?

Answer: Yes, not included in RFP, Lab is separated but shared with Municipal Health Dept Lab.

26. Who collects and analyzes the Enterococci samples? We found no evidence of Enterococcus in the WWTP chain of custody or bench books.
Answer: Contractor is responsible for collection and analyzing of Enterococcus. Health Dept allows contractor to use onsite incubator. Contractor is responsible for all lab supplies.

27. It does appear that the WWTP effluent is analyzed by the Health Department lab based on a Health Dept chain of custody sheet. The Client indicated that is not the case. Please clarify?
Answer: Contractor is responsible for all sampling and analyzing.

28. Who collects samples – the Operations staff or the Laboratory staff?
Answer: Contractor is responsible for all sampling and analyzing. Contractor should decide which staff members are responsible for actual sample collection.

29. Are there additional contract-required samples to be collected? (e.g. pump stations, etc.)?
Answer: The City may require additional sampling (Influent Nitrogen loadings), additional costs by outside laboratories would be pass thru to city in this case.

30. There is no data regarding the air permit. Would the contractor be responsible for any sampling per the air permit?
Answer: The contractor would be responsible for Tri Annual Filing of Source Reg. No sampling to date.

31. Under Alternative 2, is the septage receiving station included with the pump stations?
Answer: No the city will retain management of the septage receiving station and Dike station as noted in RFP.
32. Is the WWTP subject to Stormwater Reporting or does it have a No Exposure Exclusion?
Answer: WWTP has a No Exposure Exclusion.

33. Are there any Underground Storage Tanks (USTs) at the WWTP or pump stations?
Answer: There are no underground storage tanks at the WWTP or the Pump Stations.

34. Please provide a copy of the MOU between the City and Division of Marine Fisheries. In the RFP, the contractor is requested to comply with the provisions of this MOU.
Answer: Data Provided and posted to the City’s website.

35. Please provide as-built drawings for Welby Road and Industrial Park pump station.
Answer: Data Provided and posted to the City’s website.

36. Can you provide a copy of CBA with Veolia?
Answer: Data Provided and posted to the City’s website.

37. Is there any information available for after-hour Call Outs to Pump stations for the last 3 years?
Answer: Call outs to pumps stations are not tracked separately from call outs for all collection system or storm issues

Addendum No. 1 becomes part of the Contract Documents.

Acknowledge receipt of this addendum by inserting its number on the Bid form. Failure to acknowledge receipt of the Addendum may subject the Bidder to disqualification.

**End of Addendum**
I HEREBY CERTIFY THAT I HAVE RECEIVED THE FOLLOWING ADDENDUM

ADDENDUM #’S ____________________________________________

________________________________________
Person submitting bid

________________________________________
Company Name

Please include this form with your bid if applicable.