



**MORIN BUILDING  
8570 EXECUTIVE PARK AVENUE  
FAIRFAX, VIRGINIA 22116-0815**

Date Issued: July 1, 2014  
To: All Prospective Bidders  
Issued by: Patricia Utt  
Subject: **Addendum No. 1 to IFB No. 14-08**  
Removal of Residuals at Corbalis Water Treatment Plant

The purpose of this addendum is to make revisions to the IFB and to answer questions submitted by the specified deadline for their submission.

## **I. Revisions**

1. **Replace** Attachment 1 – Bid Submission Form with the attached **revised** Attachment 1 -Bid Submission Form.
2. **Revise** entire Paragraph 4.11.C to read “Bid Price for a Performance Bond will be for each contract period.” (Ref: Section 1- Paragraph 1.17 and Section 1- Paragraph 1.13)

## **II. Questions and Answers**

1. Q: I did not see any information regarding the size of the loader and bucket that must be provided?  
A. See Section 2.2.A
2. Q. Will the loader need to have a written safety certification upon delivery?  
A. The loader must comply with all Local, State, and Federal standards.
3. Q. Will there be any requirements such as annual safety inspections to assure the safety of the loader is up to date. Especially since FCWA employees may be using the loader.  
A. FCWA will only use the loader with permission of the contractor.
4. Q. Since the pad is almost full how much time will you give the contractor to empty the pad as well as haul away daily production?  
A. The contractor must keep up with daily production and continue to reduce the

inventory at the storage pad in a reasonable time frame.

5. Q. Are any permits or approvals for beneficial use or disposal required to be submitted with the bid?
  - A. See section 2.1.B.2
6. Q. What have been the annual CPI adjustments to the price over the past three years?
  - A. March 31, 2011 with a 2.5% CPI; No CPI adjustments for 2012 and 2013.
7. Q. Will there be any additional insurance requirements such as pollution liability since this product is regulated as a waste product.
  - A. No. See section 3.25
8. Q. Contract Item 1 on the bid submission for: Does this price include supplying the loader?
  - A. Yes
9. Q. Please clarify that the performance bond is for the one year term.
  - A. Please see revised Attachment #1 – Bid Submission Form
10. Q. Does Fairfax Water have recent PCB testing of the solids?
  - A. No
11. Q. As stated at the prebid meeting, please verify that Fairfax Water will provide the diesel fuel for the Contractor's onsite loader.
  - A. See Section 2.1.E
12. Q. Please clarify the limit for volume which can be stored and the trigger for default.
  - A. See Section 2.2.D
13. Q. As I understand the requirements of the bid, there would be multiple sludge disposals required (through out the year)to fulfill the contract.
  - A. Yes, there would be multiple sludge disposals throughout the year.
14. Q. Does Fairfax Water certify that the residuals are non-hazardous and shall be suitable for land application?
  - A. See Section 2.1.A.3

15. Q: Bidder assumes that if a change in law (or the interpretation thereof) occurs that causes the performance of the services to be prohibited or the cost of the services to increase that the parties shall renegotiate or terminate the agreement as needed. Is this correct?

A. No. See 4.14.B.2

16. Q. ***On PDF counter page 31 of 50, section 4.4 Force Majeure Bidder requests amending the force majeure language to*** “If performance by either party is delayed or a term of the agreement is breached because of any act or occurrence beyond its reasonable control, including, but not limited to, fires, strikes (except any strikes involving a Party’s personnel), a change in Federal, State, or local law or ordinance; orders or judgments of any Federal, State or local court, administrative agency or governmental body; change in permit conditions or requirements; accidents; extreme weather conditions including, for example, hurricanes, tornadoes, unusually high amounts of precipitation, unusual extremes of temperature or wind, or unusually extended periods of adverse weather conditions; acts of war, aggression or terrorism (foreign or domestic); equipment failure (other than due to the inadequate maintenance thereof); and acts of God that performance shall be suspended during such force majeure event provided that such force majeure was not caused by the negligence or willful misconduct of the party claiming such force majeure.” Is this acceptable?

A. No. Paragraph 4.4 will not be amended.

17. Q. Bidder understands that Fairfax Water shall retain title/ownership to the materials to be handled and land applied. Is that correct?

A. Fairfax Water complies with all applicable Federal and State regulations.

### **III. Acknowledgement**

Acknowledge your receipt of, and compliance with, this Addendum by either signing the attached acknowledgement or referencing its receipt and your compliance in your bid.

**IFB 14-08**  
**Removal of Residuals at Corbalis Water Treatment Plant**

**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM # 1**

I certify that the information contained in the bid submitted on behalf of the below named firm incorporates any and all changes to the original specification. I further certify by my signature below, that I am fully authorized to acknowledge receipt of the above addendum and also bind the below named firm to the terms, conditions and specifications of the IFB and any changes thereto made by this addendum.

**ACKNOWLEDGED BY:**

**FOR:** \_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title



**Removal of Residuals at Corbalis Water Treatment Plant  
Revised Attachment 1  
(Addendum #1)**

**BID SUBMISSION FORM**

INSTRUCTIONS - The Bidder shall fill in all blanks providing the following: the Bidder's proposed Unit Price and Extended price. In case of discrepancy between unit prices and total prices, unit prices will prevail. All prices quoted below shall include all costs associated with the management and disposal of each wet ton of solids or gallon of liquid residuals and no separate or other payment requests (invoices) will be considered by Fairfax Water.

Contract Item	Description	Estimated Quantity/Unit	Unit Price	Extended Price
1	Dewatered Polymer Conditioned Residuals	20,000 Wet Tons	\$ _____/Ton	\$ _____
Total:				\$ _____

Supplemental Optional Bid	Description	Estimated Daily Quantity (Gals.)	Unit Price
Emergency Work	Liquid Residuals From Thickener Tanks	75,000 Gals/Day	\$ _____/Gal

- For Emergency Work, please answer the following:  
 \_\_\_\_\_ has \_\_\_\_\_ tankers with a capacity of \_\_\_\_\_ gals/each  
(Company Name)  
 available within \_\_\_\_\_ days of verbal notification from Fairfax Water.
- Method of disposal or beneficial reuse: \_\_\_\_\_
- **TERMS:** \_\_\_\_\_ All bids will be interpreted as 2%-30, Net 31, unless otherwise specified herein. FW's minimum payment term is Net 31 days. By submitting an offer to sell in response to this solicitation, all bidders acknowledge and agree to this requirement.

**Removal of Residuals at Corbalis Water Treatment Plant**  
**Revised Attachment 1**  
**(Addendum #1)**

- Accompanying this Bid, at the election of the undersigned bidder, is: (I) a certified check, (ii) a cash escrow, or (iii) a bid bond in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), which certified check shall become the property of Fairfax Water, or which cash escrow or bid bond shall become forthwith due and payable to Fairfax Water, if this Bid shall be accepted by Fairfax Water and the undersigned shall fail to execute a contract with, and to furnish the required contract security and certificates of insurance to, Fairfax Water, within 10 days after the date of a written notice by Fairfax Water to the undersigned so to do; however, no forfeiture under a bid bond or other such bid security shall exceed the difference between the bid for which the bond or other bid security was posted and the next low bid.

By my signature I certify that I am acting as an agent or in the case of an LLP, the Partner or Managing Partner for the firm identified below and I am fully authorized to bind the firm to the terms, conditions and specifications of this solicitation, as well as any addenda thereto.

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_