



HOWARD COUNTY, MARYLAND

OFFICE OF PURCHASING

6751 Columbia Gateway Drive, Suite 501, Columbia, MD 21046

ADDENDUM NO. 3
ISSUED JULY 21, 2017
REQUEST FOR PROPOSALS

RFP NO. 01-2018

BIOSOLIDS MANAGEMENT: LITTLE PATUXENT WATER RECLAMATION PLANT

OPENING: JULY 26, 2017 AT 11:00 A.M.

<https://www.howardcountymd.gov/Departments/County-Administration/Purchasing>

This addendum is hereby made a part of this RFP No. 01-2018. Note the following information and submit the proposal accordingly.

Questions/Answers

1. In Section F Price Page, Item No. 6 the County has included a line item for "Processing fee for Biosolids taken to landfill". Please clarify under what circumstances that landfill disposal will be allowed under this line item?

Response: Biosolids will be permitted to go to landfill and paid at the proposer price only after pre-authorization from the County. One scenario that could be approved is if the contractor cannot land apply the material due to weather conditions at the permitted land application sites. Another scenario that could be approved is if the material does not meet Class A or B requirements due to Uncontrollable Circumstances as defined in the draft agreement.

2. What is the expected density of the Class A dried Biosolids?

Response: The density is specified to be equal to or greater than 35 lbs/cf. Conveyance and storage of dried solids is designed to handle a density of up to 50 lbs/cf.

3. What is the expected storage capacity of the Class A dried product silos which will be installed for direct truck loading?

Response: Two elevated silos with 10,500 cubic feet capacity each. Design bulk density is 35 pounds per cubic foot. This equates to 183.75 tons.

4. What is the expected hardness of the dried Biosolids?

Response: There is no hardness specification for the dried biosolids. Hardness can be inferred by the requirement that 95% of the dried biosolids must be 0.5 mm or greater at the biosolids silo discharge into the tractor trailer.

5. What is the expected NPK Ratio of the dried Biosolids?

Response: As the plant, currently does not use anaerobic digestion, the exact NPK content is not known. Based on samples from the existing facilities, we estimate the NPK to be approximately 5.8/3/0.4 on a dry basis. Note, these values are not guaranteed. Further analysis can be done once the digesters are on-line in 2018.

6. Will the County consider including a force majeure provision using the following or similar language: Neither Party shall be liable to the other Party for breach or delay in the performance of its obligations hereunder caused by any act or occurrence beyond its reasonable control, including, but not limited to, fires, strikes (except any strikes involving a Party's personnel), orders or judgments of any Federal, State or local court, administrative agency or governmental body, accidents and Acts of God. It is specifically understood that, without limitation, none of the following acts, events or circumstances shall constitute an act or occurrence beyond a Party's reasonable control: (i) reasonably anticipated weather conditions normal for the region in which the work is performed or (ii) any failure to pay any sums in accordance with the terms of this Agreement. Whenever the provisions of this Section are believed to apply, the Party relying thereon shall give prompt notice to the other Party of the circumstances, the basis for applicability of this Section and the time required to cure such breach or delay and Contractor and Customer shall use reasonable best efforts to agree on appropriate mitigating actions under the circumstances.

Response: This is being reviewed by the County's legal counsel for consideration.

7. Will the County consider the following language in the case there is a change of law that impacts pricing for services: Neither Party shall be liable to the other Party for breach or delay in the performance of its obligations hereunder caused by a change in Federal, State, or local law or ordinance, or caused by the judgment(s) of any Federal, State or local court, administrative agency or governmental body. Whenever the provisions of this Section are believed to apply, the Party relying thereon shall give prompt notice to the other Party of the circumstances, the basis for applicability of this Section and the time required to cure such breach or delay, and the need, if any for a renegotiation of price or terms in order to comply with the change in law or regulation or interpretation thereof. Where a change in law, regulation or interpretation thereof materially alters or increases a Party's cost of providing a service, that Party is not obliged to provide that service, and may, upon reasonable notice, terminate this Agreement/Contract. Nothing herein shall prevent the parties from renegotiating the terms of this agreement due to a change in law or regulation or interpretation thereof. This term is specifically negotiated to allow the parties, without resort to rebid, to negotiate the terms of a new agreement in the event of such change in law or regulation or interpretation thereof.

Response: This is being reviewed by the County's legal counsel for consideration.

8. Will the County consider the following indemnification language: CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, (ALSO REFERRED TO AS BUYER), ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR LAWSUITS OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, FOR EITHER PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO SELLER'S BUSINESS, AND ANY RESULTING LOST PROFITS) PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, AND DAMAGES FOR CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, TO THE EXTENT PROXIMATELY CAUSED BY THE ACTS OR OMISSIONS OF CONTRACTOR, ITS OFFICERS, AGENTS, SUBCONTRACTORS, SERVANTS OR EMPLOYEES.

This is being reviewed by the County's legal counsel for consideration.

All other specifications, terms and conditions remain the same.

Please acknowledge addenda by signing below and returning with the proposal. Failure to acknowledge this addendum may be cause for rejection of the proposal.

ADDENDUM RECEIVED BY:

Signature

Company Name

Title