

ORDINANCE NO. \_\_\_\_\_ M-C SERIES

AN ORDINANCE DECLARING AND RATIFYING A PUBLIC EMERGENCY INVOKING AUTHORITY UNDER LSA-R.S. 38:2212(P)(1)(A) AND CITY OF SULPHUR HOME RULE CHARTER SECTION 2-14 (A), WHICH PROVIDES FOR DECLARATION OF A PUBLIC EMERGENCY FOR ANY PROCUREMENT RELATED TO THE WASTEWATER TREATMENT FACILITY ULTRAVIOLET (UV) DISINFECTION SYSTEM, AND FURTHER, AUTHORIZING MAYOR DANAHAY TO PROCEED ACCORDINGLY AND EXECUTE ALL DOCUMENTS RELATED THERETO.

WHEREAS, the City Council of the City of Sulphur, Louisiana, the governing authority thereof, met in duly advertised special public session at 5:30 p.m. on June 30, 2022, in the City Council Chambers located at 1551 East Napoleon Street, Sulphur, Louisiana, and

WHEREAS, there is an imminent threat affecting life and property caused by the Wastewater Treatment Facility Ultraviolet (UV) Disinfection System.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby declare and ratify a PUBLIC EMERGENCY which provides for Declaration of a Public Emergency for any procurement related to the Wastewater Treatment Facility Ultraviolet (UV) Disinfection System, and further authorize Mayor Danahay to proceed accordingly and to execute all documents related thereto.

APPROVED AND ADOPTED by the  
City Council of the City of Sulphur,  
Louisiana, on this \_\_\_\_\_ day of  
\_\_\_\_\_, 2022.

\_\_\_\_\_  
MANDY THOMAS, Chairman

ATTEST:

\_\_\_\_\_  
ARLENE BLANCHARD, Clerk



Mike Danahay, Mayor

P.O. Box 1309  
Sulphur, LA 70664-1309  
(337) 527-4500  
Fax: (337) 527-4529  
Email: [mayorsoffice@sulphur.org](mailto:mayorsoffice@sulphur.org)  
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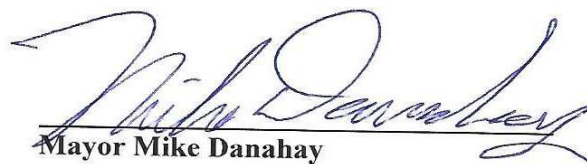
### **NOTICE OF PUBLIC EMERGENCY**

In order to provide all citizens of Sulphur with required wastewater collection and treatment, the City will need to declare a public emergency since there's an imminent threat of injury to life and property.

Louisiana Public Bid Law R.S. 38:2212(P)(1)(A) and the City of Sulphur Home Rule Charter - Section 2-14(A), provide for declaration of a public emergency affecting life, health, property or public safety, the Council, by a favorable vote of a majority of the authorized membership may adopt an emergency ordinance at the meeting at which it is introduced. Such emergency ordinance shall contain a specific statement of the emergency claimed.

Therefore, a public emergency is hereby declared by Mayor Mike Danahay as of June 30, 2022, for any required procurement related to the Wastewater Treatment Facility Ultraviolet (UV) Disinfection System, without the normal formalities.

Signed this 29 day of June, 2022.

  
Mayor Mike Danahay

## **Summary**

This solicitation for proposals is for an operations and maintenance emergency repair and improvements project that will provide a full refurbishment and upgrades to the existing City of Sulphur, Louisiana WWTF Ultraviolet (UV) Disinfection System. The existing Sulphur WWTF Ultraviolet (UV) Disinfection System is a Trojan Technologies Model UV4000A rated for 27 MGD peak flows as installed in 2007.

The existing Trojan Model UV4000A unit is currently in poor operational condition and cannot properly function to meet the fecal coliform requirements of the LDEQ discharge permit.

Trojan Technologies stopped production of Model UV4000 systems in 2013. Unfortunately, Trojan Technologies no longer manufactures aftermarket components and supplies for the Model UV4000. Trojan Technologies has notified all facilities incorporating Model UV4000 system (inclusive of the Sulphur WWTF) that last date to order off-the-shelf and manufactured/custom items is September 1, 2022.

Therefore, the City of Sulphur is herein soliciting proposals for the emergency retrofit of new UV components and controls systems within the physical dimensions of the existing custom-built concrete UV flume structure.

**SOLICITATION FOR PROPOSALS  
FOR  
OPERATIONS & MAINTENANCE  
EMERGENCY REPAIRS  
&  
CONTROL SYSTEMS IMPROVEMENTS  
REGIONAL WASTEWATER TREATMENT FACILITY  
ULTRAVIOLET DISINFECTION SYSTEM**

**CITY OF SULPHUR**

**MAYOR  
MICHAEL DANAHA**

**CITY COUNCIL MEMBERS**

**DISTRICT NO. 1, DRU ELLENDER  
DISTRICT NO. 2, NICHOLAS NEZAT  
DISTRICT NO. 3, MELINDA HARDY  
DISTRICT NO. 4, JOY ABSHIRE  
DISTRICT NO. 5, MANDY THOMAS**

**DIRECTOR OF PUBLIC WORKS  
AUSTIN ABRAHAMS**

**DIRECTOR OF FINANCE  
JENNIFER THORN**

**JUNE, 2022**



**SOLICITATION FOR PROPOSALS  
FOR  
OPERATIONS & MAINTENANCE  
EMERGENCY REPAIRS & CONTROL SYSTEMS IMPROVEMENTS  
REGIONAL WASTEWATER TREATMENT FACILITY  
ULTRAVIOLET DISINFECTION SYSTEM**

**Summary**

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The existing Trojan Model UV4000A unit is currently in poor operational condition and cannot properly function to meet the fecal coliform requirements of the LDEQ discharge permit.

Trojan Technologies stopped production of Model UV4000 systems in 2013. Unfortunately, Trojan Technologies no longer manufactures aftermarket components and supplies for the Model UV4000. Trojan Technologies has notified all facilities incorporating Model UV4000 system (inclusive of the Sulphur WWTF) that last date to order off-the-shelf and manufactured/custom items is September 1, 2022.

Therefore, the City of Sulphur is herein soliciting proposals for the emergency retrofit of new UV components and controls systems within the physical dimensions of the existing custom-built concrete UV flume structure.

**Quality Assurance**

All systems, upgrades, and changes must be compliant with EPA standards (40 CFR 122-124).

The UV System shall be supplied, installed, and serviced by the same vendor. Vendor shall also have extensive experience with Ultraviolet system upgrades and Control Systems to meet all compliance needs.

Vendor to warrant equipment and material to be free from defect and poor workmanship for a period of (12) Twelve months from time of start-up and commissioning.

It is required to keep the UV System running with the minimal amount of downtime possible while performing the work required to complete the full refurbishment and upgrades to the system. The vendor shall provide a detailed plan summarizing how this shall be achieved.

The system equipment and controllers shall be designed and manufactured to be installed within the existing custom built effluent channel designed and constructed for the existing Trojan Technologies Model UV4000A System.

**Design Criteria**

The Vendor shall provide equipment which shall disinfect a municipal wastewater treatment facility effluent with the following characteristics:

Design Peak Flow:	27 US MGD
Design Average Daily Flow:	9 US MGD
Minimum Flow:	1 US MGD
Suspended Solids:	15 mg/L (30-day avg. consecutive daily grab samples)
Annual Effluent Temperature:	50-85 degrees F.
UV Transmittance @ 253.7 nm:	65%
Effluent Standard to be Achieved:	<200 FC/100 mL (30-day geometric mean average calculation)

### **Scope of Work**

#### **A. Controls:**

1. All communications and controls shall be upgraded to present day technology as deemed required for proper operation and control of the UV system.
2. **All communications and controls shall use the existing UV control panel**, which is a Kingdom Technology K-tech Controller series system. Note, no other interface shall be required or allowed. This includes but is not limited to all module and ballast communication, interface connections, and metering devices for the system.
3. The individual UV modules (2 banks, 3 modules per bank) electrical and controls will be upgraded, replaced, and/or retrofitted to work seamlessly Kingdom Technology K-tech Controller series system.
4. The ballast bank and ballast communication shall be reconfigured to be outside the existing modules and installed to work with the K-tech Controller series system.
5. All electrical and control equipment and conductors within the UV system and its enclosures shall be supplied and installed by the UV system vendor.
6. System control logic will be supplied as SCADA ready. SCADA itself to be provided by others.

#### **B. Modules**

1. All electrical components will be removed from the existing module. The only electrical allowed within the module body will be the lamp connection only.
2. There will be no utility service of 3-phase or 1-phase power allowed in the module.
3. All interconnecting conduits will remain.
4. All required UV panel to UV module conductors shall be installed and terminated.

Monitoring: Each UV disinfection bank shall receive a new ultraviolet 254nm.

#### **C. Metering**

1. Ultraviolet Intensity m intensity sensor. The intensity measured by each UV sensor shall be displayed at the UV Control panel using a 0% - 100% scale. UV sensor readouts shall be displayed simultaneously on the K-tech Control Panel.
2. Ultraviolet Intensity Alarm Circuit: All intensity alarms shall use a 253.7nm GVGW rated sensor. The sensor must comply and tie into the K-tech control system. A remote signal for all conditions will be available.

#### D. Wiper System

1. The repaired wiper system shall remain in place with no further adjustment required.
2. The wiper system shall be tied into the K-tech controller for automation and control.

#### E. Miscellaneous / Other Components

The following shall be removed from the existing UV system to ensure proper functionality with the K-tech Controller series system.

1. Electrical Circuit – all power circuitries will be removed and not reused for UV Modules
2. Coolant System – the ballast coolant system shall be disconnected and drained. Coolant components shall be removed when possible.
3. Lamps – all existing lamps shall be removed
4. Quartz – all quartz shall be removed
5. Seals – all quartz seals shall be removed

The following shall be installed or provided to ensure proper functionality with the K-tech Controller series system.

1. UV Modules will each be connected to existing control cabinet.
2. Lamps – (72) New lamps will be installed
3. Quartz – (72) New Quartz will be installed
4. Wiper – Wiper Seals will be filled with wiper solution
5. Additional System Controls – all additional system controls will be installed and tied into the K-tech Controller (i.e. remote ballast signals, UV sensors, etc.)
6. Power – All direct power (i.e. 1-phase and 3-phase) will be tied into the main control cabinet.
7. Flow Meter Tie In – Plant flow meter will be tied into the K-tech Controller
8. UVT Meter Tie In – Plant UVT meter will be tied into the K-tech Controller
9. Output Signals – Alarm signals will be made available for SCADA or customer connection via terminal block connections

#### F. Testing, Start-Up, and Commissioning

1. UV Disinfection Power
2. Utility Power
3. Wiper System operation
4. Automation control
5. Alarm functionality
6. Compliance Testing
7. Owner Operation and Training

#### G. Customer Acceptance

1. The operation of the system will be reviewed with owner site operations
2. Alarm Testing and display review

### 3. Automation control and operation

#### **Maintenance and Service Agreement**

The vendor shall provide a Performance Guarantee (i.e. Warranty) for the UV System's equipment and ensure it is operating as intended via a Maintenance and Service Agreement. This agreement shall be a base period of (12) twelve months and provide on-site service trips on a bi-monthly basis (i.e. every two months) with up to (2) two "emergency" call out service trips at no additional charge for this (12) twelve month period.

Each Service Trip will include:

1. Travel to / from site, lodging, etc. as needed to perform work
2. Controls Test – All controls will be tested for operation and reporting
3. Verify alarm history – All alarms will be reviewed for cause/effect and corrective action
4. Module – Each module will be reviewed for operation, status, and reporting
5. Cleaning – Each module will be cleaned at time of service
6. Seals – All seals will be reviewed and replaced, if necessary, based on performance
7. Load wiper fluid – Fluid will be filled as needed for optimal performance
8. Hydraulics – Wipers will be tested for proper hydraulic pressure and action
9. Electrical – Electrical connections, voltage, amperage of system will be reviewed for performance and indications of proper readings or forthcoming concerns
10. Test alarms – All functional reporting alarms will be tested to include UV Intensity alarms and lamp on/off status
11. Making repairs as necessary – Any repairs needed or taken will reported and scheduled if needed.
12. Performance – The system will be reviewed for optimal performance of all system functions at each service visit.

#### **Extended Maintenance and Service Agreement – Option**

Vendor shall offer an extended Maintenance and Service Agreement along with any equipment or parts deemed required to provide the same Performance Guarantee (i.e. Warranty) and Service Trip Scope as stated previously for the UV system for an additional (2) year period (i.e. three years total after initial owner acceptance).

The additional (2) years shall include quarterly service trips (i.e. every three months) with up to (2) two "emergency" call out service trips at no additional charge for each respective (12) twelve month period of the (2) additional years. This extension shall.

Vendor shall provide the owner with the following purchasing options for the owner to review and decide to:

1. Cost per year for the year(s) two and three of the previously described Extended Maintenance and Service Agreement.
2. Cost of a one-time non-refundable option/retainer fee to be retained by the vendor in exchange for holding the cost per year(s) two and three valid three of the previously described Extended Maintenance and Service Agreement.

At the end of the first (12) month Maintenance and Service Agreement, the owner will either purchase year(s) two and three at the offered purchase price less the one-time non-refundable option/retainer fee. Or, elect to not purchase the Extended Maintenance and Service Agreement and concede the one-time non-refundable option/retainer fee.

CITY OF SULPHUR  
PARISH OF CALCASIEU, LOUISIANA

REQUEST FOR PROPOSAL  
FOR  
OPERATIONS & MAINTENANCE  
EMERGENCY REPAIRS  
&  
CONTROL SYSTEM IMPROVEMENTS  
REGIONAL WASTEWATER TREATMENT FACILITY  
ULTRAVIOLET DISINFECTION SYSTEM

RFP Number: \_\_\_\_\_ SP22-6 \_\_\_\_\_

MAYOR  
MICHAEL DANAHA

CITY COUNCIL MEMBERS  
DISTRICT NO. 1, DRU ELLENDER  
DISTRICT NO. 2, NICHOLAS NEZAT  
DISTRICT NO. 3, MELINDA HARDY  
DISTRICT NO. 4, JOY ABSHIRE  
DISTRICT NO. 5, MANDY THOMAS

DIRECTOR OF PUBLIC WORKS  
AUSTIN ABRAHAMS

DIRECTOR OF FINANCE  
JENNIFER THORN

Requested Proposal Delivery Date:  
June 30, 2022



**REQUEST FOR PROPOSALS (RFP)**  
**Operations & Maintenance**  
**Emergency Repair & Control System Improvements**  
**Regional Wastewater Treatment Facility**  
**Ultraviolet Disinfection System**

**SECTION I. ADMINISTRATIVE AND GENERAL INFORMATION**

**1.1 Purpose of RFP**

This solicitation for proposals is for an operations and maintenance emergency repair and improvements project that will provide a full refurbishment and upgrades to the existing City of Sulphur, Louisiana WWTF Ultraviolet (UV) Disinfection System. The existing Sulphur WWTF Ultraviolet (UV) Disinfection System is a Trojan Technologies Model UV4000A rated for 27 MGD peak flows as installed in 2007.

The existing Trojan Model UV4000A unit is currently in poor operational condition and cannot properly function to meet the fecal coliform requirements of the LDEQ discharge permit.

Trojan Technologies stopped production of Model UV4000 systems in 2013. Unfortunately, Trojan Technologies no longer manufactures aftermarket components and supplies for the Model UV4000. Trojan Technologies has notified all facilities incorporating Model UV4000 system (inclusive of the Sulphur WWTF) that last date to order off-the-shelf and manufactured/custom items is September 1, 2022.

Therefore, the City of Sulphur, herein referred to as "Owner," is herein soliciting proposals for the emergency retrofit of new UV components and controls systems within the physical dimensions of the existing custom-built concrete UV flume structure.

**1.2 Proposal Submission and Delivery Instructions**

Due to the urgency of the scope, all interested parties shall submit one (1) electronic copy of the proposal, to Austin Abrahams, Public Works Director @ [aabrahams@sulphur.org](mailto:aabrahams@sulphur.org) no later than June 30, 2022.

The Proposer is solely responsible for the timely delivery of the proposal and ensuring that its courier service provider makes inside deliveries to our physical location. Failure to meet the proposal opening date and time may result in rejection of the proposal. The Owner is not responsible for any delays caused by the Proposer's chosen means of proposal delivery.

**1.3 RFP Contact Person(s)**

All questions should be submitted by email to the below address:

Austin Abrahams  
Director, Public Works  
[aabrahams@sulphur.org](mailto:aabrahams@sulphur.org)  
337-527-4510

#### 1.4 Proposal Response Format

Proposers should address the questions or request for information listed under the "Proposal Evaluation Criteria" below and should address them in the order in which they are presented. Proposers are to indicate in their proposal which item number is being answered so that proposals can be evaluated accordingly. Proposals that are not in order, or that are difficult to understand may be rejected.

Proposers will be required to complete Price Proposal Form (Section IV) which may contribute as much as forty (40) points toward the total allowable points for the evaluation and sign the Proposal Form.

#### 1.5 Errors and Omissions in Proposal

The Owner will not be liable for any error or omission in the proposal. The Proposer will not be allowed to alter proposal documents after the deadline for proposal submission. The Owner, at its option, has the right to require clarification or additional information from the Proposer.

#### 1.6 Changes, Addenda, or Withdrawals

The Owner reserves the right to issue Addenda to the RFP at any time to make clarifications or adjustments. The Owner also reserves the right to cancel or reissue the RFP.

If the Proposer would like to submit recommended changes, questions, or inquiries prior to the proposal opening, please submit this request in writing to the RFP contacts listed above. All responses to questions and changes to this RFP package will only be made via a written addendum issued by the Owner to potential Proposers. All issued addenda should be acknowledged by being signed by an authorized representative of the Proposer and submitted with the proposal response.

#### 1.7 Proposal Rejection

Issuance of this RFP in no way constitutes a commitment by the Owner to award a contract. The Owner reserves the right to accept or reject any or all proposals submitted or to cancel this RFP if it is in the best interest of the Owner to do so.

#### 1.8 Ownership of Proposal

All proposals and materials submitted by the proposal due date and time specified will become the property of the Owner. Selection or rejection of a response does not affect this right. All proposals opened will be retained by the Owner and not returned to the Proposers. Proposals received after the due date and time specified will not be accepted or considered for award and will be returned to the Proposer.

The Owner is not liable for any costs incurred by prospective Proposers prior to issuance of or entering into a Contract. Costs associated with developing the proposal, preparing for oral presentations (if requested), and any other expenses incurred by the Proposer in responding to the RFP are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by the Owner.



## **1.9 Contract Terms**

A sample copy of the Owner contract is attached. There are certain contractual requirements that are non-negotiable including, but not limited to, the federal grant contractual language, audit and retention of records, governing law, non-appropriation language, and termination provisions. The Owner will work with the selected Proposer on the final contract terms including any proposed costs that are negotiated after the submission of the proposal for reasonable cost purposes.

## **1.10 Use of Subcontractors**

While the Proposer will be responsible for all deliverables referenced in this RFP regardless as to the use of subcontractors, the use of subcontractors is to be disclosed and approved by the Owner. If the use of subcontractors is approved by the Owner, any information required of the Proposer under the terms of the RFP, is also required for each subcontractor and the subcontractors will agree to be bound by the terms of the contract. The Proposer will assume total responsibility for compliance.

## **1.11 Evaluation of Proposals**

Responses to this RFP will be evaluated by a Review Committee consisting of Owner staff in accordance with the following criteria and corresponding point system. Responses should include information specifically addressing the selection criteria. Information furnished should reference the selection criteria number. In the event of a points tie, a recommendation may be made for the most qualified Proposer whose qualification statement is deemed most advantageous to the Owner, with all factors considered.

Proposers or their agents are prohibited from lobbying members of the Owner, review committee, or other staff on this project. Failure to comply with this clause will be grounds for rejection of their proposal as non-responsive.

As previously stated, the Owner reserves the right to accept or reject any or all proposals received and reserves the right to make an award without further discussion of the proposals submitted. Therefore, the proposals should be submitted initially in the most favorable manner. It is understood that the proposal will become part of the Owner's official file without obligation to the Owner. Upon opening, proposals become public record and may be subject to public disclosure.

Proposers will address the questions or request for information listed under the "Proposal Evaluation Criteria" below and should address them in the order in which they are presented. Proposers are to indicate in their proposal which item number is being answered so that proposals can be evaluated accordingly. Proposals that are not in order, or that are difficult to understand may be rejected.

## **1.12 Proposal Evaluation Criteria:**

Proposals will be evaluated and scored in accordance with the criteria detailed below. Proposers may score a total of one hundred (100) points based on responses to the questions/request for information for the criteria listed below. Specific information requested per criteria listed can be found in Section III. below.

- |   |                      |
|---|----------------------|
| <b>a. History-Background and Experience</b> | <b>0 – 30 Points</b> |
| <b>b. Capacity to Perform</b>               | <b>0 – 30 Points</b> |
| <b>c. Price</b>                             | <b>0 – 40 Points</b> |

#### 1.13 Contract Negotiations, Award and Execution

As previously stated, the Owner reserves the right to enter into contract and/or contract negotiations without further discussion of the proposals submitted based on the initial offers received. The RFP, any addendums, and the proposal of the selected Proposer will become part of any contract initiated by the Owner. The Owner reserves the right to award a contract to more than one Proposer.

In no event is a Proposer to submit its own standard contract terms and conditions as a response to this RFP. The Proposer needs to address the specific language in the sample contract and submit with their proposal any requested contract deviations that their firm wishes to negotiate. The terms for the sample contract may be negotiated as part of the negotiation process with the exception of contract provisions that are non-negotiable. The Owner also reserves the right to negotiate a reasonable cost for these services based on all Proposers' responses or historical prices for the Owner or other larger governmental entities. Other negotiations may include revision of non-mandatory terms, conditions, and requirements.

Due to timing issues, the Owner may take formal action to award the RFP to the Proposer that will be the most advantageous to the Owner, price and other factors considered pending final contractual negotiations. Whether an award is made or not by the Owner, if for any reason the Proposer, whose proposal is most responsive to the Owner's needs, does not agree to the terms of a contract, that proposal may be rejected and the Owner may negotiate with the next most responsive Proposer. The final contract form will be reviewed and approved by the Owner and executed by both parties prior to the issuance of a purchase order, if applicable, to complete the process.

#### 1.14 Insurance Requirements

Prior to commencing work hereunder, Vendor at his/its expense will procure and maintain the following minimum insurance naming the City- as an additional insured for both ongoing and completed operations on liability coverage and furnish certificates as to such on the City's standard certificate form or standard Acord form certifying the coverage as follows:

Contractor shall maintain the following minimum insurance coverages for the duration of the contract with carriers having a current A.M. Best Rating A-: VI or better. Such limits are minimum limits and do not serve as a cap on Contractor's liability under this contract.

##### **a. Commercial General Liability Insurance –**

The Vendor shall have and maintain during the life of the contract, Commercial General Liability Insurance in at least the following limits:

Limits	\$1,000,000 each occurrence
	\$2,000,000 general aggregate
	\$1,000,000 products/completed operations aggregate
	\$1,000,000 personal injury and advertising coverage

Such insurance shall name the City of Sulphur as additional insured for both ongoing and completed operations by use of endorsements CG 20 10 and 20 37 or equivalent. Such insurance shall provide a waiver of subrogation in favor of the City of Sulphur and be primary and noncontributory with any coverage maintained by the City of Sulphur.

**b. Business Automobile Liability Insurance**

The Vendor shall have and maintain during the life of this contract, Comprehensive Automobile Liability, including owned, non-owned and hired vehicle, of below minimum limits.

Limits	\$1,000,000 combined single limit
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Such insurance shall name the City of Sulphur as additional insured, contain a waiver of subrogation in favor of the City of Sulphur, and be primary and noncontributory with any insurance coverage maintained by the City of Sulphur.

**c. Workers' Compensation Insurance.**

Limits- Statutory benefits for the State in which operations are being performed Employers' Liability Insurance.

Limits	\$1,000,000 each accident
	\$1,000,000 each employee – disease
	\$1,000,000 policy limit – disease

Such insurance shall contain a waiver of subrogation in favor of the City of Sulphur. To the fullest extent permitted by law, Contractor agrees to fully defend, indemnify and hold harmless Owner and its employees, officers, and agents, from and against all losses, expenses, liens, claims, demands, damages, or causes of action of every kind of character whatsoever, for the injury to or death of any persons or damage to property, including costs, attorney's fees and settlements, arising out of or in any way related to Contractor's operations under this agreement.

The Vendor shall not cause any insurance to be cancelled or permit any insurance to lapse.

All insurance policies shall contain a clause to the effect that the City shall receive by written notice as evidenced by return receipt of registered or certified letter a ten (10) day notice of non-payment of premiums and notice on cancellation or non-renewal on the

policy in accordance with policy provisions.

In all instances, Vendor must procure insurance naming the City of Sulphur as an additional insured for ongoing and completed operations on the general and auto liability coverage and include a waiver of subrogation and be primary and noncontributory with any insurance maintained by the City.

## SECTION II. SCOPE OF SERVICES

The awarded Proposer will be responsible for the Emergency Repair, Control System Improvements, and Operations & Maintenance needed by the Owner for the Regional Wastewater Treatment Facility UV Disinfection System. These services may include, but not be limited to, the following items described below.

### 2.1 Quality Assurance.

All systems, upgrades, and changes must be compliant with EPA standards (40 CFR 122-124). The UV System shall be supplied, installed, and serviced by the same vendor. Vendor shall also have extensive experience with Ultraviolet system upgrades and Control Systems to meet all compliance needs.

Vendor to warrant equipment and material to be free from defect and poor workmanship for a period of (12) Twelve months from time of start-up and commissioning.

It is required to keep the UV System running with the minimal amount of downtime possible while performing the work required to complete the full refurbishment and upgrades to the system. The vendor shall provide a detailed plan summarizing how this shall be achieved.

The system equipment and controllers shall be designed and manufactured to be installed within the existing custom-built effluent channel designed and constructed for the existing Trojan Technologies Model UV4000A System.

### 2.2 Design Criteria.

The Vendor shall provide equipment which shall disinfect a municipal wastewater treatment facility effluent with the following characteristics:

- e. Design Peak Flow: 27 US MGD**
- f. Design Average Daily Flow: 9 US MGD**
- g. Minimum Flow: 1 US MGD**
- h. Suspended Solids: 15 mg/L (30-day avg. consecutive daily grab samples)**
- i. Annual Effluent Temperature: 50-85 degrees F.**
- j. UV Transmittance @ 253.7 nm: 65%**
- k. Effluent Standard to be Achieved: <200 FC/100 mL (30-day geometric mean average calculation)**

## 2.3 Scope of Work.

### a. Controls:

1. All communications and controls shall be upgraded to present day technology as deemed required for proper operation and control of the UV system.
2. All communications and controls shall use the existing UV control panel, which is a Kingdom Technology K-tech Controller series system. Note, no other interface shall be required or allowed. This includes but is not limited to all module and ballast communication, interface connections, and metering devices for the system.
3. The individual UV modules (2 banks, 3 modules per bank) electrical and controls will be upgraded, replaced, and/or retrofitted to work seamlessly Kingdom Technology K-tech Controller series system.
4. The ballast bank and ballast communication shall be reconfigured to be outside the existing modules and installed to work with the K-tech Controller series system.
5. All electrical and control equipment and conductors within the UV system and its enclosures shall be supplied and installed by the UV system vendor.
6. System control logic will be supplied as SCADA ready. SCADA itself to be provided by others.

### b. Modules:

1. All electrical components will be removed from the existing module. The only electrical allowed within the module body will be the lamp connection only.
2. There will be no utility service of 3-phase or 1-phase power allowed in the module.
3. All interconnecting conduits will remain.
4. All required UV panel to UV module conductors shall be installed and terminated.

Monitoring: Each UV disinfection bank shall receive a new ultraviolet 254nm.

### c. Metering:

#### 1. Ultraviolet Intensity m intensity sensor.

The intensity measured by each UV sensor shall be displayed at the UV Control panel using a 0% - 100% scale. UV sensor readouts shall be displayed simultaneously on the K-tech Control Panel.

#### 2. Ultraviolet Intensity Alarm Circuit:

All intensity alarms shall use a 253.7nm GVGW rated sensor. The sensor must comply and tie into the K-tech control system. A remote signal for all conditions will be available.

### d. Wiper System:

1. The repaired wiper system shall remain in place with no further adjustment required.
2. The wiper system shall be tied into the K-tech controller for automation and control.

**e. Miscellaneous / Other Components:**

**The following shall be removed from the existing UV system to ensure proper functionality with the K-tech Controller series system.**

1. Electrical Circuit – all power circuitries will be removed and not reused for UV modules
2. Coolant System- the ballast coolant system shall be disconnected and drained. Coolant components shall be removed when possible.
3. Lamps – all existing lamps shall be removed
4. Quartz- all quartz shall be removed
5. Seals- all quartz seals shall be removed

**The following shall be installed or provided to ensure proper functionality with the K Tech Controller series system.**

1. UV Modules will each be connected to existing control cabinet.
2. Lamps- (72) New lamps will be installed
3. Quartz – (72) New Quartz will be installed
4. Wiper – Wiper Seals will be filled with wiper solution
5. Additional System Controls- all additional system controls will be installed and ties into the K-tech Controller (i.e. 1-phase and 3- phase) will be tied into the main control cabinet.
6. Power – All direct power (i.e. 1- phase and 3-phase) will be tied into the main control cabinet.
7. Flow Meter Ties In- Plant flow meter will be tied into the K-tech Controller
8. UVT Meter Ties In – Plant UVT meter will be tied into the K-tech Controller
9. Output Signals – Alarm Signals will be made available for SCADA or customer connection via terminal block connections.

**f. Testing, Start-Up, and Commissioning:**

1. UV Disinfection Power
2. Utility Power
3. Wiper System Operation
4. Automation Control
5. Alarm Functionality



- 6. Compliance Testing
- 7. Owner Operation and Testing

**g. Acceptance:**

- 1. The operation of the system will be reviewed with owner site operations
- 2. Alarm Testing and display review
- 3. Automation control and operation

#### 2.4 Maintenance and Service Agreement.

The vendor shall provide a Performance Guarantee (i.e. Warranty) for the UV System's equipment and ensure it is operating as intended via a Maintenance and Service Agreement. This agreement shall be a base period of (12) twelve months and provide on-site service trips on a bi-monthly basis (i.e. every two months) with up to (2) two "emergency" call out service trips at no additional charge for this (12) twelve month period.

Each service trip will include:

- a. Travel to / from site, lodging, etc. as needed to perform work
- b. **Controls Test.** - All controls will be tested for operation and reporting
- c. **Verify alarm history.** - All alarms will be reviewed for cause/effect and corrective action
- d. **Module.** - Each module will be reviewed for operation, status, and reporting
- e. **Cleaning.** - Each module will be cleaned at time of service
- f. **Seals.** - All seals will be reviewed and replaced, if necessary, based on performance
- g. **Load wiper fluid.** - Fluid will be filled as needed for optimal performance
- h. **Hydraulics.** - Wipers will be tested for proper hydraulic pressure and action
- i. **Electrical.** - Electrical connections, voltage, amperage of system will be reviewed for performance and indications of proper readings or forthcoming concerns
- j. **Test alarms.** - All functional reporting alarms will be tested to include UV Intensity alarms and lamp on/off status
- k. **Making repairs, as necessary.** - Any repairs needed or taken will reported and scheduled if needed.
- l. **Performance.** - The system will be reviewed for optimal performance of all system functions at each service visit.

#### 2.5 Extended Maintenance and Service Agreement – Option

Vendor shall offer an extended Maintenance and Service Agreement along with any equipment or parts deemed required to provide the same Performance Guarantee (i.e. Warranty) and Service

Trip Scope as stated previously for the UV system for an additional (2) year period (i.e. three years total after initial owner acceptance).

The additional (2) years shall include quarterly service trips (i.e. every three months) with up to (2) two “emergency” call out service trips at no additional charge for each respective (12) twelve month period of the (2) additional years. This extension shall.

**a. Vendor shall provide the owner with the following purchasing options for the owner to review and decide to:**

1. Cost per year for the year(s) two and three of the previously described Extended Maintenance and Service Agreement.
2. Cost of a one-time non-refundable option/retainer fee to be retained by the vendor in exchange for holding the cost per year(s) two and three valid three of the previously described Extended Maintenance and Service Agreement.

At the end of the first (12) month Maintenance and Service Agreement, the owner will either purchase year(s) two and three at the offered purchase price less the one-time non-refundable option/retainer fee. Or elect to not purchase the Extended Maintenance and Service Agreement and concede the one-time non-refundable option/retainer fee.

### SECTION III. PROPOSAL EVALUATION CRITERIA

Proposals will be evaluated and scored in accordance with the criteria detailed below. Proposers may score a total of one hundred (100) points based on responses to the questions/request for information listed below.

**3.1 History-Background and Experience..... (0 – 30 Points)**

Provide background information about the Proposing firm and its general knowledge and experience in providing similar services as requested herein, and its specific experience with Trojan UV Disinfection Systems. Describe your company’s number of years of experience.

Describe your management plan to include qualified staffing, flexibility, and commitment to fulfil the scope of work requirements. Describe the qualifications and experience of key personnel that will provide these services including demonstrated knowledge and understanding of the types of services to be performed; previous experience in similar or related work; local codes, laws and regulation governing the work.

Please include specific examples including dates, locations, and the nature of the incident for which you have provided services.

Please respond to the questions/request for information below in the order in which they are asked:

- a. Has the Proposer been terminated from a contract within the past five (5) years? If so, please



include client information, contact number and reason for termination.

- b. Has the Proposer failed to complete any work awarded to them? If so, where, why and when?
- c. Has the Proposer, its principles, officers, or predecessor organization ever been disbarred or suspended from bidding federal, state, or local government agency projects during the past five (5) years? If yes, provide details.
- d. List and describe all criminal, civil, and disciplinary hearings concerning business related offenses in which the Proposer, its principles, officers or predecessor organization(s) were defendants within the last five (5) years.
- e. The Proposer will provide at least three (3) current and three (3) past client references including point of contact and telephone numbers for any corporate customers or government agency.
- f. Please list specific experience the Proposer has with work with the FEMA Public Assistance Program. How was the business relationship with Federal Emergency Management Agency (FEMA) representatives?

**3.2 Capacity to Perform..... (0 – 30 Points)**

The Proposer will submit satisfactory evidence that he has the ability and capacity to perform the services required by this RFP. Describe the methodologies to be used in meeting the requirements of this RFP, but not limited to:

- a. How has your firm met these objectives with past performance?

Proposers should possess the assets, financial resources, and organizational structure necessary to perform the type, magnitude, and quality of work, as may be required in this RFP, along with his current and future workloads. Demonstrate your company's ability to offer quality and reliable products and services.

**3.3 Price.....(0 – 40 Points)**

Proposers are to complete the Price Proposal Form included herein. The prices submitted are to be inclusive of all associated costs including, but not limited to, per diem and mileage.

**Total Possible Points..... 100 Points**

## SECTION IV. INSTRUCTIONS TO PROPOSERS

### 4.1 Price Proposal Form.

Please read entire Request for Proposal (RFP) carefully and ensure that all requirements have been addressed. By signing this Proposal Form, the Proposer certifies compliance with all Instructions to Proposers, terms, conditions and specifications, and further certifies that this proposal is made without collusion or fraud. This proposal is to be signed by a person authorized to bind the vendor. Any cost incurred by the Proposer in preparing or submitting the Proposal are the responsibility of the Proposer and will not be reimbursed by the Owner. This Proposal Form should be signed and included with your Proposal statement response.

COMPANY: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

SIGNATURE OF AGENT: \_\_\_\_\_ (To be Signed) DATE: \_\_\_\_\_

PRINTED AGENT'S NAME: \_\_\_\_\_

FEDERAL I.D. NUMBER: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

INTERNET HOME PAGE: \_\_\_\_\_

Item	Description	Est. Amount
1. Base Proposal	Complete rebuild of existing UV system equipment and control systems to include a one (1) year performance monitoring and service warranty covering all service call outs for twelve (12) months from the date of start-up.	
2. Option 1	A retainer fee option to hold proposal pricing and defer charges for 2nd year additional warranty and removal and replacement of UV bulbs until the beginning of 2nd year and to defer charges for 3rd year additional warranty and removal and replacement of UV bulbs until beginning of 3rd year.	
3. Option 2	An option proposal for a 2nd warranty year with performance monitoring and to include the removal and replacement of UV bulbs after 365 days of first year of operation (would be paid as adder to Base Proposal @ completion of installation).	
4. Option 3	An option for a 3rd warranty year with performance monitoring and removal and replacement of UV bulbs after 365 days of operation of the second year of operation (would be paid as adder to Base Proposal @ completion of installation).	

All Proposers should read the entire Request for Proposal (RFP) package, including all terms and conditions, and specifications. RFP packages should be returned in its entirety. Proposers should promptly notify the Owner of any ambiguity, inconsistency or error which they may discover upon examination of the RFP documents. Proposers, requiring clarification or interpretation of RFP documents, should make a written request to the Owner immediately. Any interpretation, correction or change of the RFP documents will be made by written Addendum. Interpretations, corrections or changes of the RFP documents made in any other manner will not be binding, and Proposers should not rely upon such interpretations, corrections or changes.

All proposal prices should be typed or written in ink. The Proposer should initial any corrections, erasures, or other forms of alteration to unit prices.

#### **4.2 Signature Authority.**

The person signing the proposal will be:

- a. A current corporate officer, partnership member, or other individual specifically authorized to submit a proposal as reflected in the appropriate records on file with the secretary of state; or
- b. An individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or
- c. An individual authorized to bind the company based on other documents indicating authority, which are acceptable to the Owner.

#### **4.3 This Proposal is to be signed.**

#### **4.4 Proposal Prices.**

Proposal prices should include delivery of all items (F.O.B. destination, freight prepaid and allowed), if applicable. Proposals containing "payment in advance" or "C.O.D." requirements may be rejected. Payments on the awarded Proposals will be made upon delivery of services and/or commodities, if applicable, in accordance with established payment procedures of the Division of Finance of the Owner.

#### **4.5 Bid Bond.**

Amount of Bid Bond required: NA.

#### **4.6 Performance Bond.**

- a. Amount of Performance Bond, if required: 50 % of proposal.
- b. Amount of Payment Bond, if required: NA % of proposal.

#### **4.7 Desired Delivery:**

Thursday, June 30, 2022

#### **4.8 Important.**

By signing the proposal, the Proposer certifies compliance with all instructions to Proposers, special conditions and specifications, and further certifies that this proposal is made without collusion or fraud. This proposal is to be signed by a person authorized to bind the vendor, as previously stated. All proposal information should be made with ink or typewritten. Any cost incurred by the Proposer in preparing or submitting the Proposal are the responsibility of the Proposer and will not be reimbursed by the Owner.

#### **4.9 Inquiries.**

Address all inquiries and correspondence to the contact person at the phone and address shown in the specifications. Questions or inquiries regarding proposal documents or specifications should be submitted in writing.

#### **4.10 Proposal Forms.**

All paper proposals should be submitted on the Proposal Form herein provided. Paper Proposals may be obtained from the Owner. All written proposals, unless otherwise provided for, should be submitted on, and in accordance with, forms provided herein, properly signed, as previously stated.

#### **4.11 Standards of Quality.**

The Owner reserves the right to reject any materials it deems unsuitable for the proposed intent. Any service or commodity, if applicable, will conform to all applicable federal, state, or municipal laws and regulations and the specifications contained in the RFP documents.

#### **4.12 Descriptive Information.**

If there is a commodity provision to this service contract then Proposers proposing an equivalent brand or model should submit with the proposal information (such as illustrations, descriptive literature, and technical data) sufficient for Owner to evaluate quality suitability and compliance with the specifications in the Proposal. Failure to submit descriptive information may cause proposal to be rejected. Any change made to a manufacturer's published specifications submitted for a commodity should be verifiable by the manufacturer. If item(s) proposal do not fully comply with specifications (including brand and/or product number), Proposer will state in what respect item(s) deviate. Failure to note exceptions on the proposal form will not relieve the Successful Proposer(s) from supplying the actual commodities requested.

#### **4.13 Award.**

The Owner reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all proposals. Each and every proposal will be evaluated based upon the criteria established in the Request for Proposal. Final determination based upon previously stated criteria of purchase award, is to be the sole discretion of the Owner.

At the option of the Owner, the Owner may award the RFP to the Proposer that will be the most advantageous to the Owner, price and other factors considered pending final contractual

negotiations. Whether an award is made or not by the Owner, if for any reason the Proposer, whose proposal is most responsive to the Owner's needs, does not agree to the terms of a contract, that proposal may be rejected and the Owner may negotiate with the next most responsive Proposer.

#### **4.14 Prices.**

Unless otherwise specified by the Owner in the Request for Proposal, proposal prices should be complete and firm for acceptance for a minimum of forty-five (45) days. If accepted, prices will be firm for the contractual period. Prices should be quoted in the unit as specified in the Proposal.

#### **4.15 Deliveries/Acceptance.**

Proposals may be rejected if the time period for performing services (or delivery of commodities, when applicable) indicated is longer than that specified in the Request for Proposal.

#### **4.16 Taxes.**

The Owner is exempt from all state and local sales and use taxes provided by LSA--R.S. 47:301 (8)(c).

#### **4.17 Contract.**

Please see attached sample contract. The entire RFP package in accordance with all plans, specifications, instructions, general conditions, special conditions, any addenda issued, and the proposal, including alternates, unit prices become part of the contract upon award by the Owner. The Successful Proposer will provide and furnish all materials, equipment, and labor and perform the work required to complete in a thorough and workmanlike manner, to the satisfaction of the Owner in accordance with all plans, specifications, instructions, general conditions, special conditions, any addenda issued, and the proposal, including alternates, unit prices, and allowances (if applicable) on file in the office of the Owner, as fully as if set out herein, and hereby becomes a part of this Contract.

#### **4.18 Warranties, Termination of Agreement and Dispute Resolution, Contract Cancellation.**

The Successful Proposer warrants the following: (1) that it has the experience and ability to perform the scope of work required in the Contract, (2) that it will perform said scope of work in a professional, competent and timely manner, (3) that its services, reports and materials furnished hereunder will be represented, (4) that it has the power to enter into and perform this Contract, and (5) that its performance of this Contract will not infringe upon or violate any third party or any federal, state or municipal laws.

While both parties agree to negotiate all contractual disputes in good faith, the Owner reserves the right to terminate this agreement at any time upon written notice of termination, in which event, the Successful Proposer will be reimbursed for all activity, commodities and/or services satisfactorily provided up until the date of termination. If the notice of termination states that it is "for cause", the Owner will state the cause or causes alleged and may withhold payment of any costs and fees related to, arising from or incident to the stated cause or causes for termination. If the parties are unable to independently and satisfactorily resolve any disagreement then both



parties agree that any contractual disagreement will be resolved under the jurisdiction of the 14th Judicial District Court for Calcasieu Parish, Louisiana.

#### **4.19 Default of Successful Proposer.**

Failure to deliver within the time specified in the proposal will constitute a default and may cause cancellation of the contract and/or the bid guaranty (if applicable) accompanying the proposal may be forfeited by the Successful Proposer. Where the Owner has determined the Successful Proposer to be in default, the Owner reserves the right to purchase any or all commodities or services covered by the contract on the open market and to charge the Successful Proposer with cost in excess of the contract price.

#### **4.20 Order of Priority.**

In the event there is a conflict the following priority will govern; (a) final contract, (b) Request for Proposal specifications and subsequent addenda (if any), (c) Instructions to Proposers, and (d) other criteria including the Proposer's Proposal.

#### **4.21 Applicable Law.**

All contracts will be construed in accordance with and governed by the laws of the State of Louisiana.

#### **4.22 Equal Opportunity.**

By submitting and signing this proposal, Proposer agrees that he will not discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, age, national origin, handicap, disability, veteran status, or any other non-merit factor.

#### **4.23 Special Accommodation.**

Any "qualified individual with a disability" as defined by the Americans with Disabilities Act who has submitted a proposal and needs special accommodations, should notify this office in writing of their need for special accommodations. If the request cannot be reasonably provided, the individual will be informed before the proposal opening.

#### **4.24 Indemnity.**

The Successful Proposer will indemnify, defend, and hold harmless the Owner, including the Owner's employees and agents, from and against any and all claims or liabilities arising from the fault of the Successful Proposer, its employees, subcontractors, or agents in carrying out the Successful Proposer's duties and obligations under the terms of this agreement. The Owner will indemnify, defend, and hold harmless the Successful Proposer, including the Successful Proposer's employees and agents, from and against any and all claims or liabilities arising from the fault of the Owner, its employees or agents in carrying out the Owner's duties and obligations under the terms of this agreement. This section will survive the termination of this agreement. In the event that either party takes any action to enforce this mutual indemnity provision, the prevailing party will be entitled to recover reasonable attorney's fees and costs arising as a result thereof.

#### **4.25 Change Orders**

Change orders will be justified in writing and approved by the Owner Purchasing Department prior to work commencing. Cost savings realized by the Successful Proposer as a result of any change orders will be reimbursed to the Owner.

#### **4.26 Rejection.**

The Owner reserves the right to reject any and all proposals.

#### **4.27 Invoices.**

Invoice should be made out by the Proposer using his own invoice forms. Invoices may be submitted to [CPPJinvoices@calcasieuparish.gov](mailto:CPPJinvoices@calcasieuparish.gov). A copy of the official Purchase Order should be attached to the invoice, if applicable. Payments on the awarded proposals will be made in accordance with established payment procedures of the Division of Finance of the Owner.

#### **4.28 Other.**

The Owner prior to award may request a list of references.

Because this RFP may be federally funded in whole or in part, the Proposer will be required to take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms and/or suppliers are used when possible.