

June 22, 2021

To: Prospective Bidders

Subject: Town of Louisburg Substation System BESS Project  
RFP #21-10024-8015  
Addendum No. 2

Dear Bidder:

Below is Addendum No. 2 covering common questions regarding the RFP. The addendum is offered in the form of answers to questions received from prospective bidders on this project. Updated pages have been included which may be replaced in your copy of the RFP.

<u>Revised Page</u>	<u>Update Summary</u>
P-8(R)	The Bid Bond form has been updated

- Q: Can you provide expected project location on the site? It looks like the site is at least partially withing the risk of a flood.

A: A Google Earth .kmz file showing the primary and secondary areas allowed for this installation is available by email request to Lauren Granato ([l.granato@booth-assoc.com](mailto:l.granato@booth-assoc.com)). The Town prefers to use the primary area. If the secondary area is required, then the Bidder will be responsible for fencing that area along with any other site improvements required by the bidder.

- Q: Do we need to elevate BESS and components against the risk of flood?

A: The BESS and components should be elevated above the flood plain.

- Q: Are there any space limitations for the project?

A: See question above.

- Q: Could you provide a copy of the contract intended for this project?

A: The Contract will simply reference the RFP, any addenda released, the bidder's proposal (which will list any exceptions), any negotiations/clarifications of exceptions that are mutually agreeable, and any additional terms and conditions that come out of the final negotiation. The contract will hold parties responsible for the terms described within those documents. If the bidder has a preferable contract that may be considered as well.

- Q: Please specify conditions for the Bid Bond being retained by the Owner.

A: The Bid Bond at the discretion of the Town be paid to the Town in the event that the bidder withdraws their bid before the number of days in which the bids are to be retained as stated in the RFP page IB-4. It may also be called upon for payment if after given formal notice of award and upon execution of a contract the bidder fails to produce the required performance and payment bonds as required for the contract.

A bid may be withdrawn without penalty if it is withdrawn due to a mistake made within the bid, and that the mistake is found to have been made in good faith and was not made deliberately or due to gross negligence.

- Q: Can a Bidder edit the circumstances in which the Bid Security can be called by Town in either the Form of Exceptions or in the Form of Bid Bond?

A: You may, but it must meet the North Carolina General Statutes.

- Q: If Bidder and Town do not agree on the contract, what will happen with the Bid Bond?

A: The bid bond will be returned to the bidder in the event that a contract is not reached as long as the reason for failure doesn't meet the conditions described above in which the bid bond will be expected to be paid out.

- Q: What is the duration of the Performance Bond?

A: The duration of the Performance Bond shall be in accordance with Chapter 44A article 3 of the NC General Statutes.

- Q: Please specify conditions when the Performance Bond may be drawn. If the Performance Bond is entirely for financial loss caused by unscheduled outages, why should it be 100% of the Contract Value?

A: The Performance bond will be drawn if the contractor is not meeting the obligations of the contract and isn't making reasonable efforts to remedy the lack of performance. The bond will be drawn to ensure the work is appropriately completed.

The value of the bond is specified on page IB-3.

- Q: What is the procedure in case BESS happen to have a technical failure and some items require a replacement? How can we be sure, Town will not draw the Performance Bond without letting us to cure?

A: The expectation is that the bidders will resolve any technical failure under the proposed warranty. The Town will charge liquidated damages as requested in the RFP if the failure results in a missed load management opportunity as defined in the RFP. The Performance bond is intended to cover the construction of the project.

- Q: Is the Payment Bond required for a Tolling Agreement, and why?

A: No

- Q: Please confirm if we need to have the same single line design with regards to metering and load break switch as specified on the single line diagram of the RFP?

A: No, alternate proposals will be considered that do not include the metering or load break switch, but the cost of the Utility providing that equipment separately will be considered in the evaluation.

- Q: Is the recloser to be the responsibility of the Bidder or the Town?

A: The Recloser will be the responsibility of the Town.

- Q: Could you provide the existing site layout engineering drawings?

A: The available site drawings have been added to the Town's website listed with the bid documents. There should be a Grounding Plan, Foundation Plan, and two sheets of Foundation Details.

- Q: Could you provide grounding layout of the site if available? How deep is the existing grounding and which conductors are used?

A: The available site drawings have been added to the Town's website listed with the bid documents. There should be a Grounding Plan, Foundation Plan, and two sheets of Foundation Details. The existing foundations may be utilized for the BESS system as the bidder decides.

- Q: Please amend the Bid Security Form taking out the double payment requirement. The provision in the Bid Security stating that, the surety could be liable to pay the double amount of the Bid Bond is not found in NC GC 143-129.

A: The Bid Security form has been amended, see attached.

- Q: When the Payment Bond must be posted?

A: After award of the contract. Per the RFP.

- Q: When the Performance Bond must be posted?

A: After award of the contract. Per the RFP.

- Q: Will you allow the Performance Bond to be as a Letter of Credit?

A: No, the proposals must meet the bonding requirements set forth for municipal governments of North Carolina.

- Q: Are the Performance and Payment Bonds required to be for the amount of Field Services Support only?

A: Yes.

- Q: If our firm were to bid on only the BESS Tolling Agreement option (rather than the build transfer model), is it possible to waive the requirement for the State of North Carolina Board for General Contractors License for us as the lead developer, but instead require that anyone doing contractor work would have a contractor license? We understand that for a build-transfer model where the bid awardee would be a prime contractor for a Town-owned project, the State of North Carolina Chapter 87, General Statutes 87-15 requires this, but a third-party owned Tolling Agreement would be a scenario where the BESS owner would instead be providing a service to the Town, rather than serving as a contractor.

A: Yes, if the Tolling Agreement is selected, then only the contractor performing the work will need to be licensed to do so by the State of North Carolina.

- Q: Is the containment for oil insulated transformers required in this project?

A: No

- Q: If we use FR3 oil-insulated transformers will containment be required?

A: No

- Q: The preliminary single line diagram shows that SCADA and project meter are serviced by the auxiliary power from 23 kV at the same time par 10.3.3 (page S-10). specifies, that auxiliary power to be provided by the Town, therefore we have the following questions:

- Can we feed SCADA and meter (SEL 735) from the existing auxiliary supply provided by the Town?

A: This is acceptable. The auxiliary power may be provided by the bidder as in the one-line or by the town. The cost of which will be considered in comparing bids.

- Alternatively, can we instead put an auxiliary center at the LV side of step-up transformer to feed SCADA and meter (SEL 735)?

A: This is also acceptable.

- Q: Please advise on requirements, if any, for lightning protection.

A: No specific lightning protection is specified. The BESS should be protected from lightning as the vendor recommends.

- Q: Please advise if 2500kVA transformers are the only size permitted. Can the transformer sizing be changed by the Bidder to better match BESS equipment sizing provisions?

A: Yes, the one-line is a functional example. Reasonable concessions will be made on alternates that meet the intent of the one-line.

- Q: In reading the RFP, it is the expectation the Bidder be responsible site preparation and geotechnical. Has there been any soil investigation done at this site location in the past? If so, can this information be provided?

A: Unfortunately, a soil investigation is not on record. The available engineering drawings may help. The Geotechnical analysis will need to be performed by the bidder if it is required.

- Q: Please confirm if it is required for all underground conduit / raceway (AC and DC) to be in concrete encased duct bank. Is direct burial of raceway per NEC acceptable?

A: Yes

We appreciate your interest in this project and look forward to hearing from you. Please include this signed Addendum acknowledgement.

Sincerely,

**BOOTH & ASSOCIATES, LLC**



06/22/2021

Michael Winkler, PE

Revision 1: Updated availability of .kmz file.  
21-10024-8015

ACKNOWLEDGEMENT

Bidder: \_\_\_\_\_

By: \_\_\_\_\_

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

**NORTH CAROLINA BID BOND**

KNOW ALL MEN BY THESE PRESENT, THAT WE \_\_\_\_\_

\_\_\_\_\_ as Principal, and \_\_\_\_\_

as Surety, who is duly licensed to act as Surety in North Carolina, are held and firmly bound unto the Town of Louisburg, Louisburg, North Carolina, as Obligee, in the penal sum of \_\_\_\_\_

DOLLARS

(\$\_\_\_\_\_) (5% Bid Bond), lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

SIGNED, Sealed and dated this \_\_\_ day of \_\_\_\_\_, 2021.

WHEREAS, the said Principal is herewith submitting Proposals for

**SUBSTATION SYSTEM BESS PROJECT**

and the Principal desires to file this Bid Bond in lieu of making the cash deposit as required by GS 143-129 amended in Chapter 1104 of the Public Laws of 1951.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such that if the Principal shall be awarded the Purchase Order for which the bid is submitted and shall accept the Purchase Order within ten (10) days after the award of same to the Principal, then this obligation shall be null and void; but if the Principal fails to so accept such Purchase Order as required by GS 143-129, as amended by Chapter 1104 of the Public Laws of 1951, the Surety shall, upon demand, forthwith pay to the Obligee the amount set forth in the first paragraph hereof, and upon failure to forthwith make such payment, the Surety shall pay the Obligee an amount equal to the amount of this Bid Bond as set forth in the first paragraph herein. Power of Attorney from the Surety to its Attorney-in-Fact is attached hereto.

\_\_\_\_\_  
Principal

By \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
Corporate Surety

By \_\_\_\_\_ (SEAL)