

April 27, 2021

CONTRACT NO. 1743


BIOSOLIDS MANAGEMENT SERVICES

ADDENDUM NO. 1

All bidders bidding Contract No. 1743 shall read and take note of this Addendum No. 1. The Contract Documents for **Contract No. 1743 – Biosolids Management Services** are hereby revised and/or clarified as stated below.

Acknowledgement of Contract No. 1743; Addendum No. 1

The Acknowledgement attached to Addendum No. 1 is to be signed by an authorized signatory and returned immediately via fax at 412-732-8032 or email to Robert Martire at Robert.Martire@alcosan.org and acknowledged with Bidder's Proposal.


Michelle Buys, P.E.
Director – Environmental Compliance

**ACKNOWLEDGEMENT OF
CONTRACT NO. 1743 BIOSOLIDS MANAGEMENT
SERVICES**

ADDENDUM NUMBER 1

FIRM NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

APRIL 27, 2021

CONTRACT NO. 1743

BIOSOLIDS MANAGEMENT SERVICES

ADDENDUM NO. 1

A. Contract Documents

Attachments:

Permitted Land Application Sites Document

Pre-Bid Meeting Agenda

Pre-Bid Meeting Minutes

Pre-Bid Meeting Attendees List

The following questions were presented to ALCOSAN:

1. Section 1.27 of the bid documents states that there are two contracts to be awarded (summer and winter). Bidders are required to bid on both contracts but ALCOSAN may award the contracts separately to different providers. There may be bidders that are only interested in an award if they can obtain both contracts. Can there be something added to the bid form that would allow a bidder to indicate if they decline to be awarded only one of the two contracts?
 - a. *No. Failure to accept an awarded contract could result in the forfeiture of one or both bid bonds.*
2. In Article III (15) it is stated "All persons involved with land application or tree-trenching Beneficial Use, including without limitation, site supervisors, spreading/equipment operators, and field staff, shall be the Provider's personnel or persons directly remunerated by the Provider by subcontract or otherwise, and all such personnel shall be Provider trained, versed in the applicable Beneficial Use application, and understand all the regulatory aspects of their position. All such personnel shall report to and be under the supervision and control of the Provider or the Provider's subcontractors, and under no circumstances shall the landowner, farm operator, or other third party have the ability or authority to direct or control the activities of such personnel." It is understood that the intent here is to ensure that the people

performing the beneficial reuse operations are properly trained and to eliminate the possibility of the farm operator or landowner (or farm operator's or landowner's employees) performing land application due to the conflicts of interest that arise and the limitations that it puts on the Provider's control of the services. The language indicates that it is allowable for the Provider to subcontract the beneficial reuse operation. Can the Provider subcontract beneficial reuse services to the farm operator/landowner if the farm operator/landowner is remunerated by the Provider? Can the Provider subcontract to or otherwise hire a person to perform beneficial reuse services if that person is also simultaneously employed or subcontracted by the farm operator/landowner? Also, if the Provider owns the ground that is being used for beneficial reuse, will this restriction still apply?

- a. *Per the bid documents, neither the landowner nor its employees nor subcontractors may provide land application services. The land application must be conducted by trained/licensed personnel and in accordance with the permits. If the Provider is the landowner, the Provider or the Provider's subcontractor may provide the services in compliance with the terms of the bid documents.*
3. Article III (3) states that the Provider must be able to remove up to 25 loads per day during emergency conditions. Article III (2) states that the average load time is sixty (60) minutes. Landfill acceptance hours are typically limited and land application hours are limited to the hours between dawn and dusk. Does ALCOSAN believe that 25 loads could realistically be loaded within the time constraints imposed on landfilling and land application? If not, what would be a more realistic number of loads that the Provider should expect to handle during emergency conditions?
 - a. *Based on historical data, typical emergency numbers range from 15-18 loads/day hauled by the service provider; however, ALCOSAN believes, in an emergency conditions, 25 loads can be achieved.*
 4. How does ALCOSAN expect the impending construction activities to affect both volume and quality/characteristics of the biosolids? Will the variances, if any, be permanent or temporary? If temporary, how long might they persist?
 - a. *The construction activities should not affect the volume/quality or characteristics of the biosolids.*
 5. Can a price adjustment for disposal cost increases be added? Some landfills may be unwilling to quote one fixed cost for disposal over a 3-year period. Furthermore, even for those that will quote a fixed cost, they often include an exception for increases in fees and taxes since those are not in control of the landfill operator. In order to provide a fixed cost, the Provider must guess at what the disposal fee increases might be and inflate their unit price accordingly. By allowing the Provider an adjustment, ALCOSAN will not have to pay the Provider an inflated unit price to cover disposal increases that may or may not happen over the course of the contract.
 - a. *Landfill costs based on fees and taxes that are not controlled by the landfill owners and are not known at the time of bidding may be considered in an amendment to the agreement.*

6. Can ALCOSAN provide a list of the landfills that are included in Allegheny County's Solid Waste Management Plan referenced in Article III Section 3.4.8? What steps are required to add landfills to this list?
 - a. *A list of landfills can be found at: <https://www.alleghenycounty.us/Health-Department/Programs/Waste--and-Water-Related/Solid-Waste-Management-and-Recycling/Allegheny-County-Solid-Waste-Management-Plan.aspx> The link also shows what steps are required to add landfills to the list.*
7. Please explain how the Authority will evaluate bids that utilize beneficial reuse methods that require permitting that is not already in place (especially if permitting could be denied) or methods that could take several weeks or months to establish?
 - a. *Bids will be evaluated based on the Beneficial use percentage and rates provided in the bid documents. We would expect service providers submitting bids for beneficial use methods that require additional permitting to reflect any uncertainty in their % beneficial use rate provided on the bid sheets. ALCOSAN relies on a good faith and reasonable expectation from the Provider. Providers should include a detailed plan regarding permitting including a timeline for when permits are expected to be approved and show regulator intent to approve it. If the level of detail provided in the Beneficial use plan is unsatisfactory or details seem unrealistic, ALCOSAN may view the bid as non-responsive.*
8. Regarding demurrage – please provide further explanation regarding how this is intended to work. Over the last 2 years, over 10% of the truckloads took longer than 90 minutes to load (anywhere from 90 minutes up to several hours). ALCOSAN has been paying the demurrage in these cases for load times that exceeded 2 hours. However, the demurrage paragraph indicates that demurrage will not be paid for any loading time. Is this correct?
 - a. *ALCOSAN's standard practice is to pay load times exceeding two hours at a rate of \$75.00 per hour.*
9. The Provider is required to provide the Authority's representative with all landowner, site owner, and facility owner information so that the Authority can contact them. Typically, communication with these parties would be directed through the Provider. Under what circumstances would ALCOSAN contact these parties directly?
 - a. *As the generator, ALCOSAN has the right to contact all parties associated with our contracts.*
10. Is it ALCOSAN's intent to include the Provider in all communications with these parties?
 - a. *The provider may not be included in all communications.*
11. The contracts allow for the beneficial use and disposal of both limed and unlimed solids. In order to expand and diversify disposal and beneficial reuse options, the Provider may need to manage the solids in both forms in varying amounts. Is ALCOSAN able to switch the type of solids that it is producing?
 - a. *Yes*
12. Can both types of solids be available to the Provider in the same day?
 - a. *Yes*

13. How much notice will ALCOSAN need from the Provider to switch from one type to the other or to produce both types?
- a. *ALCOSAN will require 24-hour notice.*
14. Paragraph 1.1 in the Instructions to Bidders states that optional extensions are possible as per Article II, Paragraph B of the Service Agreement, providing that such extensions are mutually acceptable to the Authority and the Service Provider. However, Article II, Paragraph B of the Service Agreement states that the Authority may elect to renew the Agreement for one-year periods at its sole discretion. Surety companies are typically not agreeable to term extensions at the sole discretion of the Owner. Please confirm that extensions will only be exercised upon mutual agreement of both the Provider and the Authority.
- a. *Contract amendments are mutually agreed upon by both the provider and ALCOSAN.*
15. The bidder's unit costs for performing the work for a partial year may be different than their unit costs to perform the work year-round. Can the bid form be revised to allow a combination bid for both contracts in the case that they would be awarded together and then a bid for each contract in the case that they are awarded separately?
- Combination Bid (if both contracts are awarded to bidder)
Summer Contract Unit Price for Beneficial Reuse:
Summer Contract Unit Price for Disposal:
Winter Contract Unit Price for Beneficial Reuse:
- Winter Contract Unit Price for Disposal: Summer Contract Bid (if only the summer contract is awarded to Bidder)
Unit Price for Beneficial Reuse:
Unit Price for Disposal:
- Winter Contract Bid (if only the winter contract is awarded to Bidder)
Unit Price for Beneficial Reuse:
Unit Price for Disposal:
- a. *Bid forms will not be revised.*
16. How many tons went to land application in 2020?
- a. *Please see Table 1*
17. What is the monthly breakdown on the tonnage out in 2020?
- a. *Please see Table 1*
18. Where did land application take place?
- a. *Shugert XIII in Southeastern Ohio. See attachment- Permitted Land Application Sites Document*

19. What are the current fields permitted for Alcosan in land application?

a. *See attachment- Permitted Land Application Sites Document*

20. How many tons went to landfill and breakdown per month?

a. *Please see Table 1*

21. Do you have a contract or open PO for the material Alcosan hauls to landfill?

a. *ALCOSAN has yearly Agreements established for selected landfills.*

Table 1

	ALCOSAN landfilling	Land Application	Contractor Landfill
	Wet Tons	Wet tons	Wet Tons
Jan-20	1086.74	0.00	2744.03
Feb-20	937.11	0.00	2375.85
Mar-20	711.52	0.00	2239.52
Apr-20	541.17	679.26	764.57
May-20	711.45	2675.79	0.00
Jun-20	728.07	3212.72	0.00
Jul-20	809.56	3264.25	0.00
Aug-20	788.33	2766.46	0.00
Sep-20	932.61	3206.31	0.00
Oct-20	632.04	2132.69	0.00
Nov-20	381.17	1352.78	432.11
Dec-20	756.49	409.01	1387.35

22. How will beneficial use sites submitted with the bid that are new to ALCOSAN'S program be reconciled with the requirement on pg. Article III-13 of the RFP that new sites be approved prior to submitting them for agency approval and for numbering?

a. *Any site already permitted to another generator and needing transfer to ALCOSAN, may already have an OEPA/PADEP/ALCOSAN site name or number. That name should remain for continuity to its history, unless ALCOSAN has an existing name matching it. Only then, would a new ALCOSAN site name be agreed upon. It would not change any State Regulatory ID name or number. However, for a permit being sought that is altogether new, the Provider will be required to confer with ALCOSAN prior to submitting the permit application.*

23. Is the requirement to have a pre-operating meeting on-site only applicable before the first-time use?

a. *A pre-operations meeting is required for each year for each site that is being beneficially used.*

24. Can new beneficial use options be added during the course of the contract?

a. *Yes.*

25. The RFP seems to imply only options submitted with the bid will be acceptable?
- a. No, ALCOSAN wants to see diversification within the Beneficial Use of Biosolids and Unlimed Solids. New beneficial uses – not contained within these bid documents - may be further explored through the course of the contract.*
26. How will Service Provider be compensated for changes to provisions in any renewed/reissued permits, specifically PA DEP General Permit #PAG-08-6101 and Ohio NPDES Permit?
- a. Permit changes that are not known at the time of bidding may be considered in an amendment to the agreement.*
27. How will Service Provider be compensated for any other change in law requirements?
- a. Changes in law that are not known at the time of bidding may be considered in an amendment to the agreement.*
28. Does the on-site supervisor mentioned in Article III, Section 15 Project Personnel have to be directly employed by the Service Provider?
- a. The “on-site supervisor” must be directly remunerated by the Provider. The point is, the Provider must have control over or the ability to remove that person from the project.*
29. Will a subcontractor qualify for this requirement?
- a. Yes, if the on-site-supervisor has requisite industry experience, training, and knowledge of applicable compliance regulation. .*
30. Will ALCOSAN allow a change in law provision in the contract in the event regulations are changed during the contract term that affect Service Provider’s ability to land apply or landfill the biosolids?
- a. Please see response to Question 27.*
31. What disposal sites were used for ALCOSAN’s biosolids in 2018, 2019, and 2020? How many tons went to each site during those years?
- a. Please see Table 2.*

Table 2

ALCOSAN Landfilling	2018	2019	2020
Imperial Landfill	8,218.23	3,712.72	6,469.25
Monroeville Landfill	930.89	2,837.55	2,160.85
Arden Landfill		49.81	
Burch Hydro Landfilling	2018	2019	2020
Carbon Landfill	4,885.39	2,309.87	2,628.25
Imperial Landfill	1,632.16	8,160.85	4,624.4
Shortcreek Landfill	635.55	3,079.41	1,645.01
Westmoreland Landfill		170.25	
Wetzel Landfill			47.84

32. What is the MBE-WBE participation percentage for the current 2017-2021 contract?
- a. *Please see the minutes to the Pre-Bid meeting.*
33. What is the name of the MBE-WBE contractor participating in the current contract?
- a. *Please see the minutes to the Pre-Bid meeting.*
34. Article I, Section 1.1 calls for separate and sealed bids for Biosolids Management Services – Part 1 (Summer Contract) and Biosolids Management Services – Part 2 (Winter Contract). Do the Submission of Bids requirements in Article I, Section 1.3 apply to both separate, sealed bids so that ALCOSAN will receive 3 copies plus a USB thumb drive of all requested supplementary information in each separately sealed bid?
- a. *One sealed bid is required with both bid sheets enclosed and all required documents in accordance with the bid instructions.*
35. An “evidencing letter” from both a surety for the required Performance Bond and a financial institution for a one-million-dollar letter of credit are required. Will ALCOSAN require the Service Provider to provide both a Performance Bond and Letter of Credit? Industry standard for this type of contract is to require just a performance bond.
- a. *A one-year performance bond is mandatory. Providers are required to provide proof of eligibility that a One Million Dollar letter of credit could be produced.*
36. Article I, Section 1.7, item 2 - What is meant by “any necessary increase would be forthcoming” in regard to insurance?
- a. *In the event the provider’s existing insurance coverage does not meet the minimum amounts required in the bid documents, the provider must provide evidence from the carrier that the provider is able to obtain the increased insurance required in the bid documents.*

* * * * END OF ADDENDUM NO. 1 * * * *