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Biosolids Disposal RFP # 21-0812

RFI 001 – June 15, 2021

We receive the following request for information for RFP #21-0812.

1. Will the Authority accept the following Force Majeure language as part of any subsequent contract for this project?

“Neither Party shall be liable to the other Party for breach or for failure 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; floods; 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. 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. This provision provides performance (including schedule) and financial relief if a Force Majeure event interferes with the Contractor’s performance.”

- **SCWWA Response – The Authority will not accept the Force Majeure above. The Authority has a standard agreement with our typical terms and conditions.**
2. What is the most recent unit pricing for biosolids management, including both land application and landfill disposal, under the Authority’s current contract?
 - **SCWWA Response – See Attached bid forms from 2018. Nutri Blend Inc. currently hold the bid for biosolids disposal**
 3. What were the annual expenditures for biosolids management, including both land application and landfill disposal, under the Authority’s current contract?
 - **SCWWA Response –**
 - **FY2020 Sludge Disposal - \$301,256.33**
 - **FY2021 Sludge Disposal (thru May 2021) - \$234,141.30**
 4. What were the annual expenditures for biosolids management, including both land application and landfill disposal, under the Authority’s current contract?
 - **SCWWA Response**
 - **Calendar year 2019 –**
 - **Land Application = 10,475 Wet Tons**

- Land Fill = 2,485 Wet Tons
- Calendar year 2020
 - Land Application = 14,132 Wet Tons
 - Land Fill = 0 Wet Tons

5. What is the Authority's expectation for the utilization of the service provider's offsite storage resource?

- SCWWA Response - The SCWWA would expect that off site storage will be the primary means of stage until fields are available. The Authority expects the provider to have sufficient storage to maintain the scope of service as outlined in the RFP.

"The Contractor shall remove material from SCWWA's storage pad at least every 15 days and in no event should the storage time of dewatered biosolids exceed 30 days. The Contractor must coordinate with the SCWWA Operations Manager to avoid exceedance of the dewatered sludge storage pad capacity. The storage pad should be emptied to close out each calendar year."

a. Does the Authority have any requirements regarding minimum capacity requirements (total and/or immediately available) relative to the management of its biosolids program as detailed in the specifications?

- SCWWA Response – See Authority's answer to question 5. The agreement with the successful bidder will state;

1. The contractor certifies that it is presently permitted to receive such biosolids and has the capacity to accept the Authority's biosolids as required by this Agreement.
2. The parties agree and acknowledge that responsibility for any biosolids produced at the South Central WWTP shall pass from the Authority to the contractor at the time the biosolids are loaded for transport at the South Central WWTP onto equipment utilized by the contractor pursuant to the Agreement.

b. Does the Authority anticipate any inspection protocol or other audits and verify such resources?

- SCWWA Response – Refer to question 5 and 5a

c. Will the Authority expect the service provider to exhaust any predetermined portion of its offsite storage resources before landfill disposal is approved?

- SCWWA Response – Yes. As stated in the RFP

"The successful bidder shall normally dispose of the biosolids by land application as land application is SCWWA's preferred means of disposal. SCWWA has approximately 30 days storage onsite for dewatered biosolids. The Contractor shall remove material from SCWWA's storage pad at least every 15 days and in no event should the storage time of dewatered biosolids exceed 30 days. The Contractor must coordinate with the SCWWA Operations Manager to avoid exceedance of the dewatered sludge storage pad capacity. The storage pad should be emptied to close out each calendar year. The Contractor is responsible for notifying SCWWA promptly if significant delays are anticipated in removal. Weather and field conditions may, at times, preclude land application activities to the point where SCWWA pad storage is in jeopardy of being exceeded. The SCWWA Operations Manager will monitor the pad space and notify the Contractor in the event biosolids must be disposed elsewhere. The contractor will also have the ability to haul and dispose of lime stabilized biosolids in a landfill. Land application of biosolids is the SCWWA's preferred method of biosolids disposal. There may also be times when the successful bidder is directed by SCWWA elsewhere. The contractor will also have the ability to haul and dispose of lime stabilized biosolids

in a landfill. Land application of biosolids is the SCWWA's preferred method of biosolids disposal."

- d. What penalties, if any, will the Authority impose on the service provider if the Authority's biosolids exceed 30 days storage time?
- **SCWWA Response - The standard terms and conditions in the contract agreement will state.**
 - *The Authority shall have the unilateral right to terminate any contract with Vendor for default on the terms of that contract, or any other contract between the Vendor and the Authority.*
- e. Will the Authority consider imposing a maximum markup on fees associated with landfill disposal to encourage the reliance on land application as the Authority's preferred method of biosolids management?
- **SCWWA Response - The SCWWA encourages land application as our preferred method of biosolids disposal. The bid documents have a option for land fill disposal. The agreement will state**
 - *Unless otherwise agreed and pre-approved, the Contractor shall land apply the biosolids as part of its current DEQ permitted operations at Virginia DEQ permitted land application sites. The Contractor will accept South Central WWTP biosolids that meet Class B Biosolids requirements under the US EPA 503 Regulations and Virginia's Biosolids Use Regulations. The Contractor certifies that it is presently permitted to receive such biosolids and has the capacity to accept the Authority's biosolids as required by this Agreement.*
 - *If it becomes necessary to transport solids to a landfill the Authority will pay the Contractor for Transport & Disposal of Authority biosolids pursuant to Option 1 of the Bid Form. The Authority will only pay for solids disposed under this option if the Authority approved use of this methods or if the Authority has requested and pre-approved Option 1. The Authority reserves the right to refuse payment under Option 1 if not pre-approved.*
6. Will the proposals be opened publicly? What opportunities will the Authority offer to obtain a tabulation of the pricing submitted?
- **Yes, the proposals will be opened publicly on July 15, 2021 at 2:00 pm. We will provide a bid tabulation of the results to all bidders and upon request to anyone who does not submit a bid.**