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Solicitation Addendum

Addendum No.: 1
Solicitation No.: 25-R087290SB
Solicitation Title: Recycling Processing Services
Addendum Date: May 21, 2025
Procurement Contact: Stacia Branco

Request for Proposals (RFP) No. 25-R087290SB is amended as set forth herein. Responses to questions posed by prospective bidders are provided below. This Addendum is hereby incorporated in and made a part of RFP No. 25-R087290SB.

The deadline to submit all inquiries concerning interpretation, clarification or additional information pertaining to this RFP was May 15, 2025.

CHANGE TO:

FORM 8, INSURANCE REQUIREMENTS

BOND REQUIREMENTS:

☐ ~~**Payment and Performance Bond**~~

~~A Payment and Performance Bond shall be submitted by Successful Bidder for 100% of the award amount and shall be presented to Manatee County within ten (10) calendar days of issuance of the notice of intent to award. NOTE: A construction project over \$200,000 requires a Payment and Performance Bond.~~

☒ **Payment and Performance Bond**

A Payment and Performance Bond shall be submitted by Successful Proposer for at least 50% of the value of the Agreement for a six-month period and shall be presented to Manatee County within ten (10) calendar days of contract execution.

QUESTIONS AND RESPONSES:

Q1. Bid Bond – RFP – pages 35 & 38 – states a Bid Bond of 5% needs to be submitted with the submitter’s proposal package. Please clarify where the County would like for proposers to place this document in our submittals.

- R1. Determined at time of contract.
- Q2. Performance Bond Amount – Sample Agreement page 16, section 8.1 – states “the amount of such bond shall equal not less than value of this Agreement for a six-month period”. The RFP page 38, references Bonding Requirements - and states a Payment and Performance Bond “in an amount equal to 100% of the contract price issued by a duly authorized and nationally recognized surety company, authorized to do business in the State of Florida, satisfactory to COUNTY”. A Performance Bond for a six-month period (or 50% of the annual contract value) is normal for the industry, please verify if that is acceptable?**
- R2. See Change To: Bond Requirements.
- Q3. Load Rejection Procedures - RFP, page 48, Section G - How available (timeframe) will the County Representative be to respond to requests for contaminated loads? We don't want to tie up the tipping floor indefinitely.**
- R3. There may be times a county representative is in the area and will be able to respond quickly. However, the county response time will be up to 48 hours. The solicitation states the facility manager shall isolate the load, where the inspection shall not unduly impede or interfere with the operation of the designated facility.
- Q4. Recycling Guarantee – RFP, page 49, Section I – states “The County requires a guarantee of a minimum of a seventy percent (70%) recovery rate of Recovered Materials that includes contaminants received as Inbound tonnage”. Please clarify if the County considers “load rejections” as part of this calculation and on what metrics will the County intend to use to calculate these results?**
- R4. The County will not consider load rejections as part of this calculation.
- Q5. Due to the nature of the processing facilities, will the Recycling Guarantee be on the Manatee County materials only or based on the percentages of the total facility?**
- R5. The Recycling Guarantee will be based on Manatee County inbound tonnage.
- Q6. Tab 9 – Fee Proposal (Maximum Points – 40) – RFP pages 58-62 and Sample Agreement pages 14-15, Exhibit A: Fee Schedule page 24 (multiple other references) – Please clarify how you want the proposers to portray the information on the Price Form and what information can be modified (section states - completing all highlighted areas). Please verify that the Processing Fee of \$100 on the form should be highlighted, and the proposer can make adjustments to that number, as the \$100 per ton listed, is not indicative of current market rates for processing.**
- R6. Propose as scoped in Tab 9, page 58. Highlighted areas shall be completed by Proposers. Processing fee is a set, locked fee. Proposers shall provide a Percent Revenue Share.
- Q7. Option1: One Award and Option 2: Two Awards - Please advise if the proposers can “No Bid” the One Award option and bid on only one of the Service Areas in Option 2: Two Awards.**
- R7. Refer to Exhibit 1, Scope of Services: Section 1.03 Scope of Work: "Responsive proposals must include pricing for both options as outlined in Exhibit 2, Tab 9."

Q8. In Option 2: Two Awards - Please verify if the proposers can bid separate Percent Revenue Share rates for Area 1 and Area 2. If so, can proposers “No Bid” a certain area?

R8. Cannot bid separate revenue shares for Area 1 and Area 2.

Q9. Current Processing Facilities - Please identify what vendor currently processes the materials in Area 1 and which vendor handles Area 2.

R9. Area 1 Waste Pro – Area 2 Balcones.

Q10. Average Market Value and Compensation – RFP, pages 58-62, Section J – Please verify that the Contamination rate for disposal will be adjusted monthly in the AMV to match the current disposal rate at Lena Road L/F (RFP, page 50 – Rejects Disposal).

R10. The County is unsure of the question but provides the following for clarification. The cost for contamination is the County's set landfill MSW tip fee and will be included in the monthly AMV. Should the County codify changes to this tip fee, this will be reflected in the monthly AMV calculations.

Q11. Sample Calculation of Compensation – Payment to the Contractor – We would like to request that the Processing Fee be considered separately in the AMV calculation for compensation when the Total AMV Calculation of Recyclables falls below the Processing Fee. In these cases, the processor is not getting full compensation for their true processing costs. Would the County agree that proposers can handle processing fees as a stand-alone cost and then the Total AMV Calculation of Recyclables revenue share applied separately?

R11. Propose as scoped. See Tab 9 sample calculation "Payment to the Contractor" on Pages 61-62. Payment to Contractor shall occur when the Total AMV Calculation of Recyclables falls below the Processing Fee.

Q12. Exhibit C: Sample AMV of Program Recyclables and Revenue Share Calculations – Composition Studies - Sample Agreement, page 26, and multiple other references throughout document. Regarding the recyclables composition study done in 2022 that is referenced for use in this document and the one that will be conducted after the start of the new contract, it states that “The study entails sampling and manual sorting of inbound Program Recyclables.” The issue the processors have with the manual sorting of materials for testing purposes is that it can artificially lower the contamination rates/recovery rates achieved because manually you can pick out only contaminated materials. Mechanical separation can have a higher percentage of non-processable materials that machinery does not capture, such as materials 2” or less in size, even though some of this material is truly recyclable it’s just not getting captured. Please clarify if adjustments have, or will, be made to account for these potential differences in the upcoming composition studies or that the composition study can be made on the actual output of the equipment in the processing facilities.

R12. Proposed as Scoped.

Q13. Scheduled Receiving Hours – RFP page 50 – states “Contractor(s) shall be capable of receiving and weighing Recyclables Monday through Friday from 5:00 am to 7:00 pm”. Materials Acceptance – Sample Agreement, page 9, section 4.2.2 – states – “The Designated Facility shall be open and available to receive Program Recyclables between 8:00 a.m. and 5:30 p.m., Eastern Time, Monday through Saturday, except for observed County Holidays”. Please confirm that the normal times to receive materials should be 8:00 a.m. to 5:30 a.m. Monday through Friday, with the facility to be available extended hours and Saturdays, as needed per the sample agreement.

R13. Refer to Exhibit 4, Sample Agreement: Article 4. Contractor’s Responsibilities (“Services”) 4.2 Materials Acceptance: Receiving hours are 8:00am - 5:30pm.

Q14. Annual Rate Adjustment -Sample Agreement, page 16, Section 7.4 - Please confirm that the CPI shall be given as long as the Contractor provides the request, in writing, as described in this section.

R14. Refer to Exhibit 4, Sample Agreement, Article 7.4.

Q15. Would the County allow the processors to use the All-Urban Consumers - Water and Sewer and Trash Index (CUSR0000SEHG) which is more aligned with the services being provided?

R15. The index remains as scoped in the RFP (Consumer Price Index). This index is more applicable to the type of services being requested under this RFP.

Q16. Due to the recent swings in the CPI index, would the County consider removing the 5% cap on the annual adjustment?

R16. The county will not consider removing the 5% cap on the annual adjustment.

Q17. Would the County consider revising the initial agreement term outlined in the RFP from the current three-year term to a two-year initial term? Reference: Section 1.04 “Contract Term,” page 45 of the RFP.

R17. The county would not consider revising the initial term outlined in the RFP from the current three-year term to a two-year term.

NOTE:

Deleted items will be ~~struck through~~, added or modified items will be underlined. All other terms and conditions remain as stated in the RFP.

INSTRUCTIONS:

Receipt of this Addendum must be acknowledged as instructed in the solicitation document. Failure to acknowledge receipt of this Addendum may result in the response being deemed non-responsive.

END OF ADDENDUM

AUTHORIZED FOR RELEASE