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## Solicitation Addendum

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Addendum No.: 2  
Solicitation No.: 22-R078509BB  
Solicitation Title: Solid Waste Franchise Hauler Services for Manatee County  
Addendum Date: June 10, 2022  
Procurement Contact: Brooke Baker, CPPB, Procurement Team Leader

**RFP No. 22-R078509BB is amended as set forth herein. Responses to questions posed by prospective proposers are provided below. This Addendum is hereby incorporated in and made a part of the RFP.**

**The deadline to submit all inquiries concerning interpretation, clarification, or additional information pertaining to the RFP was on May 18, 2022.**

**ADD:**

**EXHIBIT 4, DETAILED SOLID WASTE SERVICE AREAS**

Exhibit 4, Detailed Solid Waste Service Areas, is hereby incorporated in and made a part of the RFP.

**ADD:**

**EXHIBIT 5, MANATEE FACILITY LOCATIONS**

Exhibit 5, Manatee Facility Locations, is hereby incorporated in and made a part of the RFP.

**ADD:**

**EXHIBIT 6, FRANCHISE HAULER RATES**

Exhibit 6, Franchise Hauler Rates, is hereby incorporated in and made a part of the RFP.

**ADD:**

**EXHIBIT 7, CURRENT FRANCHISE AGREEMENTS**

Exhibit 7, Current Franchise Agreements, is hereby incorporated in and made a part of the RFP.

**ADD:**

**FORM 10, PRICE PROPOSAL**

Form 10, Price Proposal, is hereby incorporated in and made a part of the RFP. Proposers shall utilize Form 10 as stated in Exhibit 2, Proposal Response Requirements; 2.02, Proposal Format; Tab 9, Price Proposal, to submit their price proposals. Proposers shall note that the Excel Price Proposal Form has been updated and replaced with Form 10 issued with this Addendum. Proposer's pricing should only reflect the proposed Service Fee.

**ADD:**

**DISPOSAL AND PROCESSING FEES**

The Section below, titled Disposal and Processing Fees, has been added to the RFP and is hereby incorporated in and made a part of the RFP: Exhibit 1, Scope of Services; 1.02, Scope.

**Disposal and Processing Fees**

There shall be no disposal or processing fees for customer tonnage delivered under the scope of work defined within this RFP. Proposers shall utilize Form 10, Price Proposal, in preparing their price proposals for submittal in response to this RFP.

**ADD:**

**DROP-OFF CENTERS**

The Section below, titled Drop-Off Centers, has been added to the RFP and is hereby incorporated in and made a part of the RFP: Exhibit 1, Scope of Services; 1.02, Scope; Additional Services:

**Drop-off Centers**

Proposers shall, at their sole cost and expense, provide all necessary equipment to collect and remove all single stream recyclable materials from the County drop-off facilities located within the awarded service area during the contract term.

The types of containers, means of providing containers, and frequency of service shall be mutually agreed upon by the awarded Proposer and County. Proposers shall recycle all materials collected from these sites. If a collection container is too contaminated for the materials to be recycled, as mutually agreed upon by the awarded Proposer and County, the County shall pay the awarded Proposer \$100.00 for removing the material and delivering it to the County's Lena Road landfill or other solid waste facility designated by the County and the County shall waive any tip or disposal fee for this material. Awarded Proposer shall have the right to retain all revenues from the processing and marketing of recyclable materials collected at the sites listed below. Tonnages collected from these sites shall be included in the reporting requirements of any final awarded contract(s). The current twelve sites are listed below:

- GT Bray Park, 5502 33<sup>rd</sup> Avenue Drive West in Bradenton
- Braden River Park, 5201 51<sup>st</sup> Street East in Bradenton
- Blackstone Park, 2112 14<sup>th</sup> Avenue West in Palmetto
- Lakewood Ranch Park, 5350 Lakewood Ranch Boulevard in Bradenton
- Buffalo Creek Park, 7550 69<sup>th</sup> Street East in Palmetto
- Bayfront Park, 310 North Bay Boulevard in Anna Maria
- Manatee Public Beach, 4000 Gulf Drive in Holmes Beach

- Coquina Beach, 2650 Gulf Drive South in Bradenton Beach
- Bennett Park, 400 Cyprus Creek Boulevard in Bradenton
- Palma Sola Park, 7915 40<sup>th</sup> Avenue West in Bradenton
- Landfill, 3333 Lena Road in Bradenton

**CHANGES TO:**

**EXHIBIT 3, SAMPLE FRANCHISE AGREEMENT; EXHIBIT A, DEFINITIONS, ARTICLE 1; SPECIAL WASTE**

Special Waste: (As defined in Manatee County Codes) Residential Waste that can require special handling and management, including but not limited to, White Goods, waste tires, used oil, lead acid batteries, Construction and Demolition Debris, ash residue, Yard Trash, biological wastes, and mercury containing devices and lamps that are collected and to be delivered to the County's Designated Facilities. ~~(Note: This definition and the type of service required may be revised if County moves from unlimited, manual Solid Waste collection service to an option that requires automated, limited collection service.)~~

Special Waste (or Bulky Waste): (As per the terms of services under the Agreement) All large household items that do not require extraordinary management, and are not covered by the definitions for White Goods and Computer and Electronic Equipment including, but not limited to, BBQ grills (without tanks), bicycles, carpet and padding, chairs, tables, sofas, swing sets, China cabinets if glass is taped, dressers, entertainment centers, bathroom fixtures, bedroom and living room furniture, and appliances not considered White Goods. Bulk Waste shall be placed within three (3) feet from a public or private way for collection. Nothing hazardous or automotive will be considered Special Waste (or Bulky Waste).

**CHANGES TO:**

**EXHIBIT 3, SAMPLE FRANCHISE AGREEMENT; EXHIBIT E, CARTS AND CONTAINERS, ARTICLE 13; V, OWNERSHIP OF COLLECTION CARTS AND CONTAINERS**

County shall retain ownership of all Authorized Collector provided Residential Carts and Containers at the expiration or termination of the agreement. Authorized Collector shall retain ownership of all Commercial Containers at the expiration or termination of the agreement.

**CHANGES TO:**

**EXHIBIT 3, SAMPLE FRANCHISE AGREEMENT; EXHIBIT G, PERFORMANCE, LIQUIDATED DAMAGES, ARTICLE 21; 3, DURING AGREEMENT TERM**

<b>Performance Standard Violation</b>	<b>Liquidated Damages</b>
<u>Legitimate Complaints from Residential Customers including missed collections from Customers received within a one-month period.</u>	<p>[TBD based on Service Area awarded] <u>Note: Percentage range provided for example purposes only. Final complaint numbers will be determined by total pickups performed each month in service areas awarded.</u></p> <p><u>0.08% - 0.012% of total pickups = \$2,000</u> <u>0.121% - 0.16% of total pickups = \$4,000</u> <u>0.161% - 0.20% = \$10,000</u> <u>More than 0.21% = \$20,000</u></p>

**CHANGE TO:**

**EXHIBIT 2, PROPOSAL RESPONSE REQUIREMENTS; TAB 8, FINANCIAL CAPABILITY AND STABILITY**

Tab 8 – Financial Capability and Stability (Maximum Score: 20 Points)

~~Limit of five (5) numbered pages.~~

In Tab 8, Proposer must demonstrate financial stability sufficient to provide the services outlined in this RFP. At a minimum, Proposer should provide the following information:

1. Financial Capability: Proposer should document that it has the financial capability to provide the equipment and resources needed to satisfactorily conduct the services requested in this RFP. Proposer should demonstrate that it has available cash or uncommitted line/letter of credit capacity or other identifiable resources for procurement of equipment, facilities, and other initial material and staffing.
2. Financial Statement and Report: Proposer must provide statement of Proposer’s financial stability, including information as to any current or previous bankruptcy proceedings. Proposer must include a copy of the most recent annual financial report/annual audit, 10K and the most recent 10Q, if appropriate. Financial reports provided must include, at a minimum, a Balance Sheet, an Income Statement, and a Statement of Cash Flow.

**CHANGES TO:**

**SECTION D, FORMS; FORM 8, INSURANCE REQUIREMENTS; BOND REQUIREMENTS**

**Bid Bond**

A Bid Bond in the amount of five percent (5%) of the total ~~offer~~ services fees for the first year of services under the submitted proposal. Bid bond shall be submitted with the sealed response and

shall include project name, location, and / or address and project number. In lieu of the bond, the bidder may file an alternative form of security in the amount of five percent (5%) of the total ~~offer~~ services fees for the first year of services under the submitted proposal in the form of a money order, a certified check, a cashier's check, or an irrevocable letter of credit issued to Manatee County. NOTE: A construction project over \$200,000 requires a Bid Bond in the amount of 5% of the total bid offer.

#### **Payment and Performance Bond**

A Payment and Performance Bond shall be submitted by Successful Bidder ~~for 100% of the award amount~~ in the amount of (12) months of the total service fees in effect for the current Agreement year 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.

#### **CHANGES TO:**

#### **SECTION D, FORMS; FORM 8, INSURANCE REQUIREMENTS; BONDING REQUIREMENTS**

**Bid Bond/Certified Check.** By submitting a proposal, the Successful Proposer agrees should its proposal be accepted, to execute the form of Agreement and present the same to COUNTY for approval within ten (10) calendar days after notice of intent to award. The Successful Proposer further agrees that failure to execute and deliver said form of Agreement within ten (10) calendar days will result in damages to COUNTY and as guarantee of payment of same a bid bond/certified check shall be enclosed within the submitted sealed proposal in the amount of five (5%) percent of the total amount of the ~~proposal~~ services fees for the first year of services under the submitted proposal. The Successful Proposer further agrees that in case the Successful Proposer fails to enter into an Agreement, as prescribed by COUNTY, the bid bond/certified check accompanying the proposal shall be forfeited to COUNTY as agreed liquidated damages. If COUNTY enters into an agreement with a Successful Proposer, or if COUNTY rejects any and/or all proposals, accompanying bond will be promptly returned.

**Payment and Performance Bonds.** Prior to commencing work, the Successful Proposer shall obtain, for the benefit of and directed to COUNTY, a Payment and Performance Bond satisfying the requirements of Florida Statutes § 255.05, covering the faithful performance by the Successful Proposer of its obligation under the Contract Documents, including but not limited to the construction of the project on the project site and the payment and obligations arising thereunder, including all payments to Subcontractors, laborers, and materialmen. The surety selected by the Successful Proposer to provide the Payment and Performance Bond shall be approved by COUNTY prior to issuance of such Bond, which approval shall not be unreasonably withheld or delayed provided that surety is rated A- or better by Best's Key Guide, latest edition.

Failure to provide the required bonds on the prescribed form may result in Successful Proposer being deemed nonresponsive. Bonds must be in the form prescribed in Florida Statutes § 255.05, and must not contain notice, demand or other terms and conditions, including informal pre-claim meetings, not provided for in Florida Statutes § 255.05.

Bonds shall be in an amount equal to ~~100% of the contract price~~ (12) months of the total service fees in effect for the current Agreement year, issued by a duly authorized and nationally recognized surety company, authorized to do business in the State of Florida, satisfactory to COUNTY. Surety

shall be rated as “A-” or better by Best’s Key Guide, latest edition. The attorney-in-fact who signs the bonds must file with the bonds, a certificate and effective dated copy of power-of-attorney. Payment and Performance Bonds shall be issued to “Manatee County, a political subdivision of the State of Florida”, within ten (10) calendar days after issuance of notice of intent to award.

#### **QUESTIONS AND RESPONSES:**

**Q1. RFP – Information Conference, P. 2: Was there an Addendum changing the start time of the Information conference from 9 am., but to 8 am?**

R1. No.

**Q2. RFP – Evaluation, P .18, Sec. B.01: Does the County know at this time who will make-up the Evaluation Committee and how many people will be on that Committee?**

R2. Yes.

**Q3. RFP – Acknowledgement of Addenda, P. 22: Has there been an Addendum or Addendums published/released before April 22<sup>nd</sup>?**

R3. No.

**Q4. RFP – General Insurance Provisions, P. 36, Sec. 9: Contractor deductibles are established pursuant to a corporate insurance policy. Will the County confirm that contractor will not be required to reduce or eliminate those deductibles?**

R4. This is standard language that is included in all Manatee County’s Insurance Requirements and is meant for a company who has a very high deductible or self-insured retention, and the financial integrity to meet that requirement may need to be reviewed.

**Q5. RFP – General Information, P. 41, Service Area: Can the County provide better maps that better define the boundaries of the service areas by street names?**

R5. Refer to Exhibit 4, Detailed Solid Waste Service Areas, issued with this Addendum.

**Q6. RFP – Residential Collection Service, P. 43,44, & 45, Special Waste: In this section Special Waste Collection is described to be once per week, with no more than two Special Waste items. However, on page 44 of the Sample Franchise Agreement in Extraordinary Service it seems to insinuate that Special Waste will be per pickup or two times per week. What is the level of service for Special Waste?**

R6. Refer to the Changes To section above regarding Special Waste. Refer to clarification for definition of Special Waste. Special Waste (Bulky Waste) shall be collected no more than once a week.

**Q7. RFP – Additional Services, P. 45, Community Buildings: When will this list be provided? Also, are these Community Buildings already included in the charts data on pages 41 & 42?**

- R7. Refer to Exhibit 5, Manatee Facility Locations, issued with this Addendum. The Community Buildings are included in the estimated figures on pages 41 and 42. However, the numbers provided should be considered estimates made at the time of preparing the RFP. The quantities provided will continue to increase as our customer base grows.
- Q8. RFP – Designated Facilities, P. 46: All designated facilities must be provided well in advance to be able to calculate the expenses for the price proposal. The Designated Disposal Facility is very clear in the sample franchise agreement. However, can/will the designated facility be identified in the Addendum prior to bids being submitted for the Designated Material Recovery Facility (MRF)? Or will the facility be mutually agreed upon by County and contractor?**
- R8. No, the designated disposal facility for HHG, Yard Waste and Commercial Collections services is Lena Road Landfill, as stipulated in the Sample Agreement. The designated Recycling facility is to be determined. The recycling processing facility is to be named after the proposals are submitted. Therefore, use the stated distance provided in the RFP consisting of 20-mile radius for pricing purposes. Refer to Scope of Services page 46 for designated facilities.
- Q9. RFP – Reporting Requirements, P. 47, Sec. 1.06: What is the Mobile Workforce Management Solution? What pricing level or option is required? The price range could be almost a \$110 per package difference.**
- R9. The County has a current agreement with a Mobile Workforce Management Solution that covers the annual maintenance fees. The responsibility is for the hauler’s individual user access licenses, currently at a rate of \$120 per license/user annually. It would also be the responsibility of the hauler to provide and maintain their own equipment for use with the Mobile Workforce Management Solution, i.e. laptops, tablets, etc.
- Q10. Sample Franchise Agreement – Collection Services, P. 4, Sec. 3.2.2: If a resident self-hauls, can the resident opt out of the County’s standard service requirements?**
- R10. No.
- Q11. Sample Franchise Agreement – Additional Services, P. 7, Community Service: States that the programs will be provided at contractor’s expense, as described in Exhibit B., however, page 47 & 48 states that the Emergency Response Services will be a paid service. Which section is correct?**
- R11. Emergency Response Services will be a paid service.
- Q12. Sample Franchise Agreement – Vehicles & Equipment, P. 13, Sec. 14.1: This section states the collector shall provide new collection vehicles at the beginning of the agreement. Other sections state the vehicles & equipment must be well maintained. Which option is the County seeking?**
- R12. The County is requiring all new vehicles at the beginning of the agreement.

**Q13. Sample Franchise Agreement – General Requirements, P. 14, Sec. 14.1.9: When will the County provide a list & specifics of all equipment required in the collection trucks?**

R13. Refer to Exhibit F of Sample Agreement for Fleet Service Verification Requirements.

**Q14. Sample Franchise Agreement – Identifications, P. 14, Sec. 14.3.1: Can magnetic signs be used for collection equipment for certain service options? This would enable all trucks to be available for different service days.**

R14. Magnetic Signs are acceptable.

**Q15. Sample Franchise Agreement – Annual Rate Adjustments, P. 19, and P. 37, Annual Adjustment of Service Fees: The County has listed an annual CPI Adjustment, possible Disposal Adjustment, and a Change in Law Adjustment. Will the County consider once each Operating Year, a petition for a Rate adjustment based on extraordinary or unusual changes in the cost of its operations that could not reasonably be foreseen by a prudent Person?**

R15. No. However, the County seeks to maintain a strong, equitable partnership and understands that during the contract term if such an extraordinary change occurs, the County may consider discussions with awarded vendors.

**Q16. Sample Franchise Agreement – Sample Franchise Agreement – Changes Imposed by Law, P. 19, Sec. 20.2.5: The Contractor’s petition shall contain a detailed justification for the Rate adjustment. What type of detailed information would the County be looking for in the work papers?**

R16. This is to be determined information, not required to be submitted with the proposals. The Sample Franchise Agreement submitted should be considered a draft document for purposes of identifying the intent of what the County is looking for from the Franchise Hauler at the end of the process.

**Q17. Sample Franchise Agreement – Termination, P. 20, Sec. 22.1: Will the termination for cause process include an opportunity for the collector to meet, discuss, & resolve any issues? Will there be a specific time frame for a termination for cause, and the termination date?**

R17. The Franchise Hauler would be given the opportunity to address the issue with the County Administrator and/or his designee before a final decision is made.

**Q18. Sample Franchise Agreement – Automobile Liability Insurance, P. 22, Sec. 23.3: Is it acceptable with the County that the contractor complies with the 4M combined single limit using a combination of primary & excess policies?**

R18. Yes, a combination of primary and excess policies is acceptable to meet the amount of auto liability insurance so long as the excess policy is not errored to where a total \$4M of coverage is no longer available.

**Q19. Sample Franchise Agreement – Hazardous Materials Insurance, P. 23, Sec. 23.6: Will the County confirm that Asbestos Liability coverage is not applicable under this contract?**

R19. No.

**Q20. Sample Franchise Agreement: Our corporate insurance policies are lengthy and contain confidential business information. Will the County confirm that contractor need not need to provide certified copies of such policies, and that a certificate of Insurance (COI) will be acceptable?**

R20. Corporate insurance policies are not required to be provided during the RFP process for proposals. The County reserves the right to request insurance policy information in a situation where a claim would arise and a policy is needed. If this occurs, then confidential business information can be excluded unless it affects the policy limitations or handling of the claim.

**Q21. Sample Franchise Agreement – Basis for Adjustment, P. 37: Will the County consider using the Garbage & Trash Index for the adjustment of the Service Fees? This index is directly related to the industry.**

R21. No.

**Q22. Sample Franchise Agreement – Technical Specs. For Carts, P. 38 – Size: When will the County decide which size cart will be used for mass deployment? If all three sizes are chosen as an option for the resident, there will need to be a time limit before the resident can obtain a swap of sizes. First, the resident needs to determine if the delivered size really does not work, and second, the delivery assets need to be 100% utilized to make sure everyone gets their original cart on time. A three-month trial period is recommended and an annual limit on cart swaps per year is recommended.**

R22. This will be determined after the selection of the haulers has been accomplished and the process for selecting the proposed levels of service has begun.

**Q23. Sample Franchise Agreement – Change to Service, P. 49, Pilot Projects: With the commencement of the new collection contract, will all current Pilot Programs be discontinued?**

R23. Proposers should review Exhibit C.2 of Sample Agreement. Current Pilot Programs will be evaluated after service options are finalized.

**Q24. Sample Franchise Agreement – Ownership of Collection Carts & Containers, P. 54, Sec V: This section states the County shall retain ownership of all Authorized Collector provided Carts & Containers. Does this mean the County will take ownership of all collection receptacles that the contractor has used to provide service for the County contract?**

R24. Refer to the Changes To section above regarding Cart and Container Ownership.

**Q25. Sample Franchise Agreement – Performance, Liquidated Damages, P. 59, Sec. 3, During Agreement Term: Does this mean damages for a missed pick-up for a particular customer, and when will the County determine the amount of the damages?**

R25. Refer to the Changes To section above regarding Liquidated Damages.

**Q26. The County is set-up with two haulers/vendors at this time. I have listed below my questions for each vendor/hauler area:**

- 1. How many residential units for each current area?**
- 2. What is the current price per residential unit in each area?**
- 3. Is the current pricing by type of service, such as solid waste, recyclables, yard trash, Special waste, or is billed with one total price?**
- 4. If it is billed by each individual service, what is the price breakdown per service per area?**
- 5. How many commercial locations are serviced in each area?**
- 6. What are the actual service levels for each location, in each current area? (size of container & frequency of collection)**
- 7. What is the pricing for each area's commercial pricing?**
- 8. How many open tops & compactors are in each area?**
- 9. What is the pricing per area for the open tops & compactors?**
- 10. How many multifamily locations are there in each area?**
- 11. What is the pricing in each area for Multi Family / Commercial Extraordinary collection services?**
- 12. What is the current price for each area for residential extraordinary collection services, per required service?**

R26. Refer to the responses below:

1. There are approximately 154,000 units combined split up between the two haulers. Refer to Scope of Service page 41.
2. Each customer pays 14.33 / month of the collection services.
3. Each customer is invoiced a total amount per month.
4. N/A
5. There are approximately 8,000 commercial units split up between the two haulers. Refer to Scope of Services page 41.
6. MSW twice per week manual rear loaded unlimited. Recycling in 64-gal cart automated collection once a week. Yard Waste once a week manual rear loaded unlimited if prepared properly.
7. This information may be available through a Public Records Request. Individuals can submit Public Records Requests by contacting the Manatee County Public Records Division.
8. Refer to proposed estimated amounts for this request on page 41 and 42 of the Scope of Services in the RFP.
9. Refer to R26(7).
10. These estimated numbers are included on the figures in Scope of Services, page 41 and 42. Multifamily units are considered either residential or commercial based on the customer's preference when account is established.

- 11. Refer to R26(7).
- 12. Refer to R26(7).

**Q27. Has the deadline for questions changed for RFP # 22-R078509BB, Solid Waste Franchise Hauler Service for Manatee County? I received notice from Periscope that the deadline for questions has changed, but the new Q & A end date listed was the release date of the RFP. If it has changed, what is the new deadline?**

R27. No, the question and clarification deadline has not changed.

**Q28. RFP – Residential Collection Service, P. 43 – 45: If the County choses automated solid waste collection the vendor will need to use different trucks to collect Special Waste. What will the service ticket guidelines be for the customer calling the County for a Special Waste Collection? For example, if it is one time per week Solid Waste automated collection then the Special Waste Collection ticket could be written for your Solid Waste collection day. If it is automation two times per week for Solid Waste, then the ticket could be written for the second day of Solid Waste Collection.**

R28. Refer to the Changes To section above regarding Special Waste. Special Waste (Bulk Waste) will be collected once per week as stated in the RFP. The County seeks for Proposers to provide information on the schedule and fleet utilized to collect materials.

**Q29. RFP – Date, Time and Place Due, P. 2: Will the County extend the due date? There needs to be plenty of time to complete the RFP response after all questions are answered. When the current Q & A Addendum is released, there needs to be enough time to formulate and ask questions based on the first set of answers. I minimum of two weeks later would be our recommendation. There is over 16 months left on the current contracts.**

R29. Refer to Addendum No. 1.

**Q30. RFP – Deadline for Questions and Clarification Requests, P. 2: Will the County also extend the deadline for questions? We will need to ask questions based on the first set of answers. Currently, that would not be possible because the current Question Deadline would have passed before the first set of answers are released.**

R30. No.

**Q31. RFP – Tab 6, #1 Service Performance and References, P. 58: We interpret the sentence “going back no more than five (5) years” that the County is stating that a reference could not have an End Date of more than 5 years ago. Are we correct in our interpretation?**

R31. The County is looking for recent references going back no more than five (5) years.

**Q32. Sample Franchise Agreement – P. 14: Will the county except other ways to show service information or will the only alternative/requirement be RFID readers on all trucks and equipment. This equipment has had issues in the past gathering correct data.**

R32. This is the equipment we have selected for service verification.

**Q33. Sample Franchise Agreement – Service Verification System & Required Reporting, P. 17 & 55:**

1. **Per Exhibit F, it is not clear what the County’s expectations are regarding the integration of the Mobile Workforce Management Solution (MWM) software. Please clarify the Contractor’s specific obligations with respect to same?**
2. **Per Exhibit F, It is not clear what the County is expecting regarding the Contractor’s Service Verification System and required reporting system. Please clarify the Contractor’s specific obligations with respect to same?**
3. **Per Exhibit F, Is it the County’s expectation that the MWM and Contractor’s Service Verification System be two standalone systems that integrate? If yes, how can that it be verified that the two systems will integrate?**
4. **Per Exhibit F, Will the County consider an alternate tracking system (with similar capabilities) in lieu of use of the Mobile Workforce Management Solution (MWM) software?**

R33. Refer to the responses below:

1. The County is requiring the haulers to have this software in place effective on all their equipment. Refer to Exhibit F of the Sample Agreement for the service system verification requirements.
2. The County is requiring the haulers to have this software in place effective on all their equipment. Specific obligations will be initiated during the negotiation process of the RFP once level of service is determined.
3. We have confirmation that the two systems integrate.
4. No.

**Q34. Sample Franchise Agreement – P. 20: Will the County agree to add the following underlined language to Section 21.3.1 “The County shall provide Notice to the Authorized Collector in writing of its decision to assess liquidated damages within 60 days of the incident giving rise to the liquidated damages.”?**

R34. No.

**Q35. Sample Franchise Agreement – Indemnity and Hold Harmless Agreement, P. 26: Will the County agree to add language to make clear that the Authorized Collection has no obligation to defend or indemnify the County for the County’s own negligent conduct (which is consistent with Section 25.2 of the sample agreement)?**

R35. County shall indemnify, hold harmless, and exempt Authorized Collector, its officers, agents, servants and employees, from and against any and all suits, actions, legal proceedings, claims, demands, damage costs, expenses, and attorney’s fees for personal injuries, death and property damage to the extent caused by the negligence, omissions, or willful misconduct of the County and its officers, employees, servants, and agents, incident to the performance of this Agreement and while acting within the scope of their authorized powers and duties as County employees.

**Q36. Sample Franchise Agreement – P. 28: Will the County agree to add language in Section 25.1 clarifying that a delay in performing is also excused by a force majeure event?**

R36. No. (This is a draft sample Franchise Agreement and should not be considered the actual final agreement. For purposes of the RFP, it is providing an example of what the County is looking to have established through negotiations once selected haulers are approved.)

**Q37. Sample Franchise Agreement – P. 30: Would the County agree to add non-binding mediation to Section 25.17, as first step in the dispute resolution process (before litigation)?**

R37. Refer to R36.

**Q38. Sample Franchise Agreement – Ex. C, P. 49: Would the County agree to add the following language at the end of paragraph 3 (Provision of Service in Alternate Service Area) “upon agreement of such contractor.”?**

R38. Refer to R36.

**Q39. Sample Franchise Agreement – Ex. E, #1, P. 53: Would the County agree to remove the RFID requirement?**

R39. Refer to R36.

**Q40. RFP – Designated Facilities, P. 46: Will the County clarify if the contractor has the ability to choose the designated processing facility? We have been using the same processing facility for the Manatee County recyclables for quite a few years.**

R40. No, the County is in the process of establishing a contract for providing processing services for recyclable material, under its procurement rules and regulations. Once established, the hauler would bring the material to the stated facility. However, there may be more than one contract negotiated for these services. If this is the case, that could potentially be a negotiable item.

**Q41. Due to the scope and size of this project, will the County consider extending the due date?**

R41. Refer to Addendum No. 1.

**Q42. Are there any size requirements associated with the collection of bulk or, “Special Waste Items”?**

R42. Refer to the Changes To section above regarding Special Waste.

**Q43. Will the County please provide the number of “underground” enclosures located within each service area? Will the County please provide an address list for these underground enclosures?**

- R43. The County is seeking to minimize or eliminate any potential underground containers. We are not aware of any current underground containers in place being serviced.
- Q44. Will the County please provide a residential address list preferably in excel format for all three (3) service areas?**
- R44. Data to be shared with selected haulers.
- Q45. Will the County please provide an address list for all multi-family dwellings units located in all three (3) service areas?**
- R45. Refer to R44.
- Q46. Will the County please provide a commercial address list for all commercial accounts within each service area to include dumpster count, dumpster size and collection frequency?**
- R46. Refer to R44.
- Q47. Will the County please provide an address list of all compactors utilized in all three (3) service areas to include size, count, and collection frequency.**
- R47. Refer to R44.
- Q48. Will the County please consider limiting yard waste collection to a max of three (3) cubic yards per weekly set out?**
- R48. No. Refer to provisions as stated within the Residential Collection Service Options beginning on page 43 of the RFP.
- Q49. For the automated trash collection option, what size cart should prospective bidders propose?**
- R49. Proposers should assume 64-gallon carts will be purchased. Refer to Section 1.02 of RFP on Page 43 that states “If the County selects an option with automated services, the County will purchase carts for the selected Proposers to assemble and distribute to provide Residential Collection Services.”
- Q50. Will the County please advise as to what the current rates are being charged by Waste Pro and Waste Management? For both residential and commercial collection services?**
- R50. Refer to Exhibit 6, Franchise Hauler Rates, issued with this Addendum; as well as Annual Adjustment language provided in Exhibit 7, Current Franchise Agreements, issued with this Addendum.
- Q51. Just to confirm, residential and commercial solid waste tipping fees are a pass through or, paid by the County?**

- R51. Refer to the Add section above regarding Disposal and Processing Fees; and the Add section above regarding Form 10, Price Proposal.
- Q52. Are prospective bidders required to pay the processing fees associated with the collection of the County’s residential single stream recycling commodities? Are these commodities flow controlled within Manatee County or, can they be processed at any licensed processing facility?**
- R52. No, Proposers will not pay associated processing fees. Yes, there will be flow control. However, Authorized Collectors will deliver all residential single stream materials to the County’s Designated Facility for processing that will be under a separate contract between the Designated Facility and County. Refer to Article 19.2 of the Sample Agreement.
- Q53. Does the County pay for the processing of the residential single stream recycling commodities? If so, what’s the address for the County’s recycling processing facility?**
- R53. Yes. The County will pay for processing of residential single stream recycling. Authorized Collectors will be responsible for the collection, transport, and delivery only. Refer to Section 1.02 Designated Facilities of the RFP: “Proposers should note that the selected facility(s) shall not exceed a 20-mile radius from the Manatee County Landfill located at 3333 Lena Road.”
- Q54. Just to confirm, prospective bidders should include the 12% franchise fee within the proposed residential and commercial price proposals?**
- R54. Refer to Article 20.4 of Sample Agreement and footnotes on Price Proposal MS Excel sheets.
- Q55. During holiday weeks, is trash collection required to be collected twice a week or should all trash be collected on the second day of trash collection?**
- R55. The County is considering two (2) primary Residential Collection Service options, one is for twice per week collection. As for provisions related to holiday weeks, refer to Article 11.2 of the Sample Agreement.
- Q56. On page 47 of the RFP Section 1.06 identifies a customer service portal or, “Mobile Workforce Management Solution”. Will the County please advise as to the cost for this system?**
- R56. The responsibility is for the hauler’s individual user access licenses, currently at a rate of \$120 per license/user annually. It would also be the responsibility of the hauler to provide and maintain their own equipment for use with the Mobile Workforce Management Solution, i.e. laptops, tablets, etc.
- Q57. Is the County requiring for prospective bidders to bid all three (3) service areas or, are bidders permitted to bid only one (1) or possibly two (2) service areas?**
- R57. There is no requirement for bidding all three (3) service areas.

- Q58. Tab #8 Financial Capabilities of the RFP indicates a page limit of five (5). However, the County is asking for proposers to provide a copy of our annual report which will more than exceed five (5) pages. Will the county consider not placing a page limit within Tab #8?**
- R58. Yes, the page limit in Tab 8 has been removed; refer to the Change To section above regarding Tab 8.
- Q59. Is there a history of liquidating damages paid? If so, will the County please provide the past five (5) years for both current haulers?**
- R59. Not applicable to the RFP and resulting contracts.
- Q60. Is there a breakdown of the commercial containers, i.e., 2 yds, 4 yds, 6yds, compactors, roll-off, etc.?**
- R60. Information to be provided once haulers are selected.
- Q61. Are haulers permitted to submit pricing for just the carted trash service or, are haulers required to submit pricing for both manual and carted or, option 1 and 2?**
- R61. Proposers must submit pricing for all options within the service area they are proposing on in order to be deemed responsive to the RFP.
- Q62. Can haulers provide a bid for only one (1) zone or do haulers have to bid all three (3) zones?**
- R62. There is no requirement for proposing on all three (3) service areas.
- Q63. Tab 6 of the RFP. Do the four (4) required reference forms along with the transition forms count toward the maximum page limit of 20?**
- R63. Yes.
- Q64. What percentage of the multi-family is attributed to the commercial accounts within each zone?**
- R64. Data not available at this point in the proposal process.
- Q65. Will the county please provide a list of all multi-family units within each three (3) zones along with the collection method? I.e., front load containers/compactors/hand carts etc.?**
- R65. Data to be provided to selected haulers.
- Q66. This is an email as a follow up to my voicemail about the Q&A deadline. The RFP says May 18 but the website says April 11.**

R66. Refer to Section A, Instructions to Proposer; A.36, Solicitation Schedule; Question and Clarification Deadline.

**Q67. Will the County consider extending the Due Date for bid submittals?**

R67. Refer to Addendum No. 1.

**Q68. Can we request a copy of the Mandatory Pre-Bid meeting sign-in sheet?**

R68. The sign-in sheet from the Mandatory Solicitation Information Conference is attached to this Addendum.

**Q69. In accordance with Section A.26 of the RFP document, we hereby request the current franchise agreements and current rates with Waste Management and Waste Pro.**

R69. Refer to Exhibit 6, Franchise Hauler Rates, and Exhibit 7, Current Franchise Agreements, issued with this Addendum.

**Q70. On page 34, the RFP is asking for a Bid Bond in the amount of five percent (5%) of the total offer. Due to the fact this RFP is asking for several different prices for different zones and service types, would the County amend this requirement to a fixed amount Bid Bond for simplification purposes?**

R70. No. However, refer to the Changes To section above regarding Bid Bond.

**Q71. On Page 34, the Performance Bond states 100% of the award amount but on page 19 of the 'Sample Franchise Agreement' it states under Article 21 that the "The Authorized Collector must maintain for the duration of the Agreement a valid performance bond covering the work performed under this Agreement. The amount of such bond shall equal twelve (12) months of the total service fees in effect for the current Agreement year." The text in the Sample Agreement seems to be the correct requirement because contracts of this type are usually written on an annually renewable bond form in the amount of one year's revenue. As such, can the County confirm if an annual renewable bond form in the amount of one year's revenue is acceptable for the Performance bond in this contract?**

R71. Yes, refer to the Changes To section above regarding Performance Bond.

**Q72. On page 45/46 the RFP asks for service at Special Clean ups. Can the County provide any history on what service/equipment is needed for these clean-ups?**

R72. It is up to the haulers to determine what equipment is required to provide this service. However, the potential for dumpsters, claw trucks, rear loaders, and state trucks, etc. should be part of the evaluation process. Collections for MSW, Special Waste, Yard Waste, White Goods, E-Scrap, tires, etc. are collected on these special clean ups.

**Q73. On page 46, "Annual Residential Unlimited Solid Waste Collection. Proposer shall provide one (1) unlimited collection of Solid Waste per year per Residential Customer not to exceed sixty (60) cubic yards. No disposal fee will be required."**

1. **Is this service provided under the current Franchise contracts?**
2. **If the service is provided can the County provide 12 months of data showing how many work orders were created for each franchised hauler?**
3. **Who keeps track of the cubic yards per household?**
4. **What are the procedures in place if a customer has clearly put out more than 60 cubic yards of material?**

R73. Refer to the responses below:

1. Yes.
2. No.
3. If the hauler determines the free annual collection is in excess of the sixty (60) cubic yard amount, they are to notify the County and the County will assist in evaluating the situation and informing the customer if additional charges are required.
4. Refer to R73(3).

**Q74. Would the County consider excluding the service of “one (1) unlimited collection of Solid Waste per year per Residential Customer not to exceed sixty (60) cubic yards” from the contract and allow the resident to work one-on-one with a hauling company? This service adds additional cost to the contract and raises rates, overall, to all residents.**

R74. No.

**Q75. On page 58 under “Service Performance and References”, the County is asking “comparable governmental contracts” Can the County expand on the definition of “Comparable”? Only US contracts? Only North America? Only states that touch the gulf and/or have experience with hurricanes?**

R75. Comparable governmental contracts must demonstrate experience collecting all solid waste, yard waste, recyclables, and special waste under the automated and manual provisions provided herein, as well as include the collection of commercial solid waste and meet the timeframe and curbside residential units as described in the RFP.

**Q76. On page 58 “Performance History” - “Proposer must provide a listing of any and all administrative charges or fines exceeding \$10,000 (cumulative total per contract year) for any acts of non-performance or poor performance during the past seven (7) years of providing solid waste collection services.” Are there any parameters for this request? Contracts in Florida only? Contracts in North America only?**

R76. All parameters are noted within the RFP. The County does not seek limitations of administrative charge listings based on location.

**Q77. Can the County provide a 12-month historical data of all Liquidated Damages for each contracted franchise hauler?**

R77. The County does not deem this information applicable to the current RFP.

**Q78. On page 16 In reference to 15.6 Removal of Employees, how many times has this section been utilized for the existing vendors since the beginning of the contract? Will the County remove this section from the RFP and contract?**

R78. The County does not deem this historical data applicable to the current RFP. At this time, the County seeks this provision to remain in the draft Agreement.

**Q79. On page 47 Annual Residential Solid Waste Collection. Please clarify that the collector is not responsible for disposal fees for these types of services.**

R79. Refer to the Add section above regarding Disposal and Processing Fees; and the Add section above regarding Form 10, Price Proposal.

**Q80. On page 59 and 61 There are two extremely ambiguous Performance Standard Violation and Liquidated Damages classifications. Please provide a history since the beginning of the contract that these categorizations were utilized with an explanation of the reasoning. This is very open ended and We would ask for some more clarity on these sections.**

- 1. Legitimate Complaints, including missed collections from customers with LD's TBD based upon service area.**
- 2. Failure to comply with any provisions of this agreement for which a penalty has not been specified with a levy of \$200 per day.**

R80. Refer to the responses below:

1. These will be determined based upon final award.
2. County seeks to retain this provision as stated.

**Q81. Waste Connections of Florida, Inc. ("Contractor") offers the following items as proposed changes and observations to Request for Proposals No. 22-R078509BB – Solid Waste Franchise Hauler for Manatee County ("RFP") issued by the County of Manatee, a political subdivision of the State of Florida (the "County"). Where appropriate and necessary, along with each proposed change is some explanation to provide the County with Contractor's thoughts behind such changes. We appreciate your consideration and welcome the opportunity to work with you on reaching agreeable terms. Unless defined herein, capitalized terms shall have the meanings set forth in the RFP. The Contractor proposes the following changes to the RFP and the reciprocal provisions, if it is changed, in the resulting Services Agreement:**

- 1. Form 8, Insurance Requirements – For the avoidance of doubt and for clarification, Contractor requests that the minimum limits requirements herein be permitted to be satisfied through a combination of both primary and umbrella/excess insurance policies.**
- 2. Form 8, Insurance Requirements, Automobile Liability Insurance Required limits – Please amend this section to remove the requirements for \$10,000 in Personal Injury Protection and \$10,000 in Medical Payments.**

3. **Form 8, Insurance Requirements, Commercial General Liability – Please amend this section to remove the requirements for \$100,000 in Fire Damage Liability and \$10,000 and Medical Expense.**
4. **Form 8, Insurance Requirements – Please amend this section to remove the requirements to produce certified copies of all applicable insurance policies. The Contractor shall provide all relevant Certificates of Insurance upon reasonable request, but Contractor does not provide its customers with actual insurance policies.**
5. **Form 8, Insurance Requirements, II (6) – Contractor is willing to provide the industry-standard insurer waiver of liability but cannot waive on its own behalf. Please amend the language to read “The Successful Proposer, for all insurers, waives all subrogation rights against COUNTY. . .”**
6. **Form 8, Insurance Requirements, II (9) – Contractor does not disclose its deductibles or self-insured retentions. Please amend this section to remove any such requirements.**
7. **Form 8, Bonding Requirements – Contractor does not agree to any requirement to forfeit its Bid Bond in the event the parties do not execute a form of Agreement after mutual negotiations and requests that any such requirement of forfeiture as damages to be removed entirely.**
8. **Contractor takes a general exception to any requirement of the RFP, including Tab 8, requiring confidential, proprietary or otherwise privileged information, including financials, of the Contractor. Contractor is a subsidiary of Waste Connections, Inc. (“WCN”). WCN is a publicly traded company whose shares trade on the New York Stock Exchange. Periodic and annual financial information is reported to the U.S. Securities and Exchange Commission (“SEC”). Audited financial information is provided in WCN’s annual Form 10-K and quarterly Form 10-Q filings with the SEC. Copies of WCN’s periodic and annual filings are available online at [www.sec.gov](http://www.sec.gov). Separate financial statements are not prepared for Contractor. To the extent that the foregoing financial information does not satisfy the requirements in the RFP, Contractor takes exception to such requirements.**
9. **Sample Contract, Section 17.1.6 – Please add the following language to this section: “Notwithstanding anything herein to the contrary, in the event that a container becomes lost, unsightly, unsanitary, broken, or unserviceable because of the acts or omissions of a customer or County (excluding normal wear and tear), the customer or County (as applicable) will be charged for the resulting repairs or replacement and such amounts will be paid to Contractor upon demand.”**
10. **Sample Contract, Section 3.1 – Please add the following language to this section: “The County may, in its sole discretion, enforce the exclusivity provisions of the Agreement against third-party violators, taking into account the cost of doing so and other factors. Contractor may independently enforce the exclusivity provisions of the Agreement against third-party violators, including, but not limited to, seeking injunctive relief and/or damages, and the County shall use good-faith efforts to cooperate in such enforcement actions brought by Contractor. The County shall use its best efforts to adopt ordinances, rules or regulations that have the effect of requiring third parties, including, without limitation, customers, to comply with the provisions of the Agreement, including, without limitation, the exclusive service rights granted to Contractor pursuant to the Agreement.”**

11. **Sample Contract, Section 12.2 – Please add the following language to this section:**  
“12.2.8 Customers must comply with any description of and/or procedures with respect to removal of contaminants or preparation of recyclable materials as reasonably provided by Contractor. If any customer fails to do so, Contractor may decline to collect such materials without being in breach of the Agreement. Contractor shall not be responsible for and has not made any representation regarding the ultimate recycling of such recyclable materials by any third party facilities. 12.2.9 Notwithstanding anything herein to the contrary: (a) Contractor shall have no obligation to collect any material which is or contains, or which Contractor reasonably believes to be or contain, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations (“Excluded Waste”); (b) if Contractor finds what reasonably appears to be discarded Excluded Waste, Contractor shall promptly notify the County and the producer of the Excluded Waste, if the producer can be readily identified; and (c) title to and liability for any Excluded Waste shall remain with the producer of the Excluded Waste, even if Contractor inadvertently collects or disposes of such Excluded Waste. 12.2.10 Except in the case of Contractor’s negligence or willful misconduct, Contractor shall not be liable for any damages to pavement, curbing, or other driving surface resulting from the weight of its trucks and equipment.”
12. **Sample Contract, Section 13 – Please add the following language to this section:**  
“Any equipment furnished hereunder by Contractor shall remain the property of Contractor; however, customers shall have care, custody and control of the equipment while at the service locations. Customers shall not overload (by weight or volume), move or alter the equipment, and shall use the equipment only for its proper and intended purpose. Customers must provide unobstructed access to the equipment on the scheduled collection day. The word “equipment” as used in this Agreement shall mean all containers used for the storage of non-hazardous solid waste. Notwithstanding anything herein to the contrary, in the event that a container becomes lost, unsightly, unsanitary, broken, or unserviceable because of the acts or omissions of a customer (excluding normal wear and tear), the customer will be charged for the resulting repairs or replacement and such amounts will be paid to Contractor upon demand.”
13. **Sample Contract, Section 17.1.2 – Would the County amend the requirement to return to the Customer’s premises until the following “business day”?**
14. **Sample Contract, Section 17.1.6 – Would the County amend the language to read “Authorized Collector shall be responsible for all costs associated with the repair and or replacement of damaged property of any kind that can be ascribed to the negligence or willful misconduct of its equipment, employees, or agents?”**
15. **Sample Contract, Section 21.1 – This provision appears to only require a performance bond in the amount of twelve (12) months of the total service fees in effect for the current Agreement year, while other provisions of the RFP require considerably more. Would the County please clarify the bonding requirements? Additionally, Contracts of this type are typically written on an annually renewable bond form in the amount of one-year’s revenue. Would this be acceptable to the County?**
16. **Sample Contract, Section 21.3 – Generally, would the County consider giving the Contractor prior notice of such an alleged cause for liquidated damages, as well**

- as a corresponding reasonable opportunity to cure such cause before imposing liquidated damages?
17. **Sample Contract, Section 23 – Contractor does not provide Medical Expense insurance. Would the County please delete the requirement to provide such from any required insurance provision therein?**
  18. **Sample Contract, Section 23 – Contractor does not collect Hazardous Waste, nor does the Contractor anticipate hauling interstate. As such, Contractor requests that the County remove the requirements of Section 23.7.**
  19. **Sample Contract, Section 23 – Contractor can waive its rights of subrogation on behalf of its insurers, but cannot do so on its own behalf, particularly in any case in which damages have been caused by the County. Would the County amend any waiver of subrogation rights in the Sample Contract and limit those to only on behalf of its insurers?**
  20. **Sample Contract, Indemnity and Hold Harmless Agreement – Contractor is unsure as to which indemnification provision prevails, as there appears to be at least some conflict between the separate Agreement and Section 25.2 of the Sample Contract. Could the County help remedy this conflict?**

R81. Refer to the responses below:

1. Yes, a combination of primary and excess policies is acceptable to meet the amount of general or auto liability insurances so long as the excess policy is not errored to where a total of the minimum amount of required insurance coverage is no longer available.
2. County will agree to this since the employees are covered under workers' compensation.
3. Fire Damage cannot be eliminated.
4. The County only requires the Certificates of Insurance with the Endorsement page showing the coverage and that the County is a named additional insured (or blanket insured). The County does not need and will not ask for a copy of any actual policies unless we have a claim that warrants needing a copy.
5. The County is not sure it understands the intention of language proposed. The County requests that the Proposer waives all subrogation rights against the County. This would include the company/Proposer and their insurance, for any losses or damages which occur during the Contract period, whether a suit is brought during the Contract period or not.
6. This is a standard requirement that is included in all the County's insurance requirements.
7. The "Bond Requirements" are as stated in the RFP and are required as part of a successful proposal / bid package provided by the haulers. Note: refer to the Changes To section above regarding Bid Bond.
8. Noted.
9. No, Sample Agreement is a representation of what the County is ultimately looking to have in place for final award.
10. Refer to R81(9).
11. Refer to R81(9).
12. Refer to R81(9).
13. Refer to R81(9).
14. Refer to R81(9).
15. Refer to the Changes To section above regarding Performance Bond.

16. The County does not take a “general” position on this question. All Proposers should know the County seeks to award contracts to highly qualified vendors that would be aware of any performance issue that could result in a liquidated damage and be communicating openly with the County to strive to resolve them within any specific timeframe related to the performance standard.
17. No, the County is requiring this coverage to be in place.
18. No, the County is requiring this coverage to be in place.
19. Similar response as question 5 above: The County requests that the company/Proposer waives all subrogation rights against the County. This would include the company/Proposer and their insurance, for any losses or damages which occur during the Contract period, whether a suit is brought during the Contract period or not.
20. The intent of both provisions is for each party to be responsible for its own negligence.

**Q82. Could you please confirm the Q&A end date? It appears on Bidsync that it has been changed to April 11, 2022. Also, we were looking for the published addendum but could not locate it under the documents.**

R82. Refer to Section A, Instructions to Proposer; A.36, Solicitation Schedule; Question and Clarification Deadline.

**Q83. Could the County provide the number of community services that were provided in 2020 & 2021? Please include the number of tons.**

R83. For 2020 a total of 14 events with 897 tons collected and for 2021 a total of 13 events with 815 tons collected.

**Q84. Section 12.5.1 – Is the County aware of any alley services or areas that require smaller collection vehicles within the 3 zones?**

R84. The County currently does not require the hauler to provide smaller collection vehicles, it is left up to the hauler to determine.

**Q85. 14.1.9 would the County consider an alternate to RFID, the registration of positive service events that are not tied to container, but actual arm lifts/movements?**

R85. The County will consider. Article 14.1.9 states “RFID readers or other equipment as necessary to provide the service verification system and asset management database required herein.” Exhibit F provides all requirements for Service Verification.

**Q86. Article 18 - What mobile workforce management system does the County use?**

R86. Mobile Workforce Management Solution.

**Q87. What is the cost of additional licenses for the Mobile Management Unit?**

R87. \$120 per license/user annually.

**Q88. In terms of integration, what resources would the County be able to provide for integration? What would the county like integrated? AVL/GPS information or Container service verifications from RFID or PSV?**

R88. Refer to Exhibit F of the Sample Agreement for the service system verification requirements.

**Q89. Has the County identified the recycling processing facility?**

R89. No. Refer to Exhibit 1, Scope of Services; Section 1.02, Designated Facilities.

**Q90. Will the hauler include disposal in the calculation of the 12% franchise fee?**

R90. Refer to the Add section above regarding Disposal and Processing Fees; and the Add section above regarding Form 10, Price Proposal.

**Q91. Could you please confirm that the County will be responsible for paying tipping fees and processing fees for all materials collected?**

R91. Refer to the Add section above regarding Disposal and Processing Fees; and the Add section above regarding Form 10, Price Proposal.

**Q92. Would the County consider changing the CPI index to the CPI: Urban Consumer - Garbage and trash collection?**

R92. No.

**Q93. When are the lump sum educational payments due? When is the first payment required to be submitted?**

R93. To be established upon final award.

**Q94. Could you provide a list of all commercial customers including their collection frequencies and container sizes/quantities?**

R94. Information to be provided once haulers are selected.

**Q95. Could you provide tonnage reports, by day and by truck identification or load identification for the years 2020 and 2021 for each waste stream collected (residential solid waste, recycling, yard waste, etc.)?**

R95. No, the total tonnage reports for 2021 for the two haulers for MSW was 219,000, for Recycling was 53,000, for Yard Waste was 37,255. The total tonnage reports for 2020 for the two haulers for MSW was 200,000, for Recycling was 78,000, for Yard Waste was 40,742.

**Q96. Could you provide the pricing percentage adjusted for the previous 5 years?**

R96. Refer to Exhibit 7, Current Franchise Agreements, issued with this Addendum for any provisions related to annual adjustments.

**Q97. Could you provide the current collection routes for each waste stream collected?**

R97. Not applicable due to the new services areas created for the new proposed agreements.

**Q98. Could the City please provide a copy of the current contract, any amendments, and last six months' invoices?**

R98. Refer to Exhibit 7, Current Franchise Agreements, issued with this Addendum.

**Q99. Could you please provide the current rates paid to the incumbent?**

R99. Refer to Exhibit 6, Franchise Hauler Rates, issued with this Addendum.

**Q100. Could you please provide the recent history of any Liquidated Damages on a monthly and or an annual total?**

R100. This is not applicable to the RFP, nor submission of Price Proposals.

**Q101. Could you please clarify if the contractor will have to provide 2 bonds for 100% of the award amount (payment and performance bond) or if just on bond would be needed?**

R101. Refer to the Changes To section above regarding Bid Bond and Performance Bond.

**Q102. Page 41 of the RFP. The first table states 8,033 commercial customers, however the second table shows a total of 6,127. Could you please clarify?**

R102. 8,033 represents units, 6,127 represents accounts.

**Q103. Page 58 of the RFP, item 4. Could you please clarify if the \$10k are per month or per year?**

R103. The County seeks charges or fines exceeding \$10,000 cumulative total per contract year as defined in the RFP.

**Q104. RFP, page 33: Hazardous material insurance – would the county consider removing the asbestos liability and hazardous waste transportation insurance as we are not hauling either?**

R104. No.

**Q105. RFP, page 33: Disposal insurance – would the county remove this requirement as we are hauling the material to the county-owned landfill?**

R105. No, for purposes of the proposals.

**Q106. RFP, Page 36, Bonding Requirements – would the county consider amending the bid bond to a fixed amount as it is currently listed as 5% and there are multiple service options requested for pricing?**

R106. Refer to the Changes To section above regarding Bid Bond.

**Q107. RFP, Page 34, Payment and Performance Bond – states bond shall be presented within 10 days of issuance of the notice of intent to award. Agreement, page 19 21.1 Performance Bond states bond must be delivered no less than thirty days before the commencement date. Please clarify the delivery date.**

R107. Refer to Article 21.1 of the Sample Agreement.

**Q108. Agreement page 19, 21.1 Performance Bond – states bond shall equal 12 months of the total services in effect for the current agreement year. RFP, Page 34, Payment and Performance Bond – states 100% of the award amount. Bonding companies will typically only grant a bond for one year at a time. Please clarify and update the language.**

R108. Refer to Article 21.1 of the Sample Agreement.

**Q109. Pricing sheet – please clarify if the county desires bidders to submit pricing that contains disposal. Or is pricing intended to be collection cost only?**

R109. Refer to the Add section above regarding Disposal and Processing Fees; and the Add section above regarding Form 10, Price Proposal.

**Q110. Pricing sheet - do we include franchise fees in the submittal pricing? If collectors quote disposal in pricing then the price is 12% higher which disposal should be a pass-through.**

R110. Refer to the Add section above regarding Disposal and Processing Fees; and the Add section above regarding Form 10, Price Proposal.

**Q111. Carts – if cart sizes are amended during the agreement who is responsible for the additional cost related and cost to swap out each cart?**

R111. Proposers are asked to provide pricing based on 64-gallon carts provided initially by the County.

**Q112. RFP, page 46 – Designated facilities – what facilities are currently within the 20-mile radius from Lena Road for recyclable processing?**

R112. There are currently two facilities located within the 20-mile radius as, stated in the RFP.

**Q113. RFP, page 46 – Project Term – with the amount of time between the submission date and start date would the county consider allowing an extraordinary rate increase or CPI increase at the start of the contract to the pricing submitted as pricing continues to increase on equipment, labor, fuel, etc.?**

R113. No.

**Q114. RFP, page 59 #2– would the county consider modifying the equipment language to include an average fleet age of \_\_\_\_\_ years? Each year new equipment could revolve in to allow for all of the vehicles to not age out at the same time.**

R114. No.

**Q115. RFP, page 59 #2 – is the county requiring that the spare collection vehicles be new? Or would the county consider modifying the language to allow for the spare vehicles to have an average age of?**

R115. No.

**Q116. RFP, page 60 #2 – there is a 5-page maximum on this tab. In #2 it is requested for bidders to provide an annual audit (financial documents). These documents can range between 25-30 pages or more. Would the county allow for financial statements requested to not be included as part of the 5-page cap for the section?**

R116. Yes.

**Q117. RFP, Attachment A Reference Form – Number of units per service – how would the county like for the bidder to qualify dumpsters and rolls – permanent accounts? Roll Cart (automated) – how would the county like for the bidder to qualify the number of units per service – residential vs commercial?**

R117. Refer to Attachment A, Reference Forms.

**Q118. Reference Forms – can Manatee County be used as a reference even though it is out of the 5-year award specification in the RFP?**

R118. No.

**Q119. Agreement, Page 3 – 2.4 Temporary Extension – would the county consider adding language to state under the same terms and conditions as the contract?**

R119. Yes, same terms and conditions as the approved agreement including at the established services rates.

**Q120. Sample Agreement, Page 4 3.2.3 – would the county remove or restate this section to include mutual consent? For example, if organics were added in this would change the structure of the pricing and profitability substantially.**

R120. This is a draft sample Franchise Agreement. Not to be construed as contracted language. This is a question for the negotiation process, not for the proposal process.

**Q121. Sample Agreement, Page 6 5.2 Additional Residential Contracted Services – would the county provide a list of how many of these services are provided per year? 5.2.3 –**

**are there currently underground containers in the county? If so, please provide a listing of locations and frequency.**

R121. There are currently 263 Additional Residential Contract Services. The County is seeking to minimize or eliminate any potential underground containers. We are not aware of any current underground containers in place being serviced.

**Q122. Sample Agreement page 9 – 10.1 Collection Plans – please confirm that collection plans are to be submitted for approval by the awarded contractors.**

R122. Confirmed.

**Q123. Sample Agreement, page 10 11.1 Collection Hours – the landfill closes before the collection windows as stated in this section. Would the county amend the language to allow for the landfill hours to match the collection hours?**

R123. No.

**Q124. Sample Agreement, page 11 12.2.7 would the county consider removing the language in this section regarding ‘does not exceed 300 lbs.’? Glass is broken due to compaction in the trucks and this section is not relevant.**

R124. No.

**Q125. Sample Agreement, page 13 14.1.1 are there any roadways as to which contractors will need to use smaller collection vehicles? Please provide a listing.**

R125. We currently do not require haulers to use small trucks. However, there are mobile home parks in the County that a hauler may decide they might want to use a smaller truck. This is at the discretion of the Proposer with the understanding that each Proposer has the professional knowledge to determine what is the right equipment for the right application.

**Q126. Sample Agreement, page 14 14.1.5 please remove the language on tire racks.**

R126. No.

**Q127. Sample Agreement, page 14 14.1.9 would the county consider removing the language on RFID for service verification. We currently use other technology with photo proof. RFID is costly and unreliable.**

R127. Article 14.1.9 states, ““RFID readers or other equipment as necessary to provide the service verification system and asset management database required herein.” RFID is not required under this scope of service. However, all Service Verification Systems proposed must meet the specific requirements as set forth in Exhibit F.

**Q128. Sample Agreement, page 16 16.1.1 would the county amend the requirement to have a person in the office on Saturday until noon and then have an after hours number to receive calls, etc.?**

R128. No.

**Q129. Sample Agreement page 17 Article 18 – what is the cost for the total cost to each collector for the proposed monitoring system? Would the county consider removing this requirement as each hauler uses its own monitoring platform for service verification?**

R129. The County has a current agreement with a Mobile Workforce Management Solution that covers the annual maintenance fees. The responsibility is for the hauler's individual user access licenses, currently at a rate of \$120 per license/user annually. It would also be the responsibility of the hauler to provide and maintain their own equipment for use with the Mobile Workforce Management Solution, i.e. laptops, tablets, etc.

**Q130. Sample Agreement, page 18 would the county amend the language to 'shall be' in the sentence stating 'collection feeds may be adjusted according'?**

R130. The Sample Agreement draft is not a final document and should only be used as an example of what the County is looking to achieve in the final agreement. For purposes of the RFP and the resulting proposals, this is not required.

**Q131. Sample Agreement, page 18, 20.1 Payment Terms – please clarify if the proposed rates the contractors are to provide are to include disposal and franchise fees.**

R131. Refer to the Add section above regarding Disposal and Processing Fees; and the Add section above regarding Form 10, Price Proposal.

**Q132. Sample Agreement, page 19 20.4 please confirm the residential pricing is not to include disposal charges.**

R132. Refer to the Add section above regarding Disposal and Processing Fees; and the Add section above regarding Form 10, Price Proposal.

**Q133. Sample Agreement, Exhibit 4 page 37 – the county suggests that CNG is the preferred fueling method please consider adjusting the schedule to accommodate proposers wishing to utilize CNG fueled vehicles.**

R133. Any modifications to Exhibit 4 in the final award will be indexed according to the terms of the final agreement.

**Q134. Sample Agreement, Exhibit 4 page 37 – would the county consider utilizing the water, sewer, and trash index as it is more applicable to this industry?**

R134. No.

**Q135. Sample Agreement, Exhibit 4 page 37 – would the county consider removing the cap? If not, if the cap goes over 5% in one year would the county consider rolling the overage to the following year.**

R135. No.

**Q136. Sample Agreement, Exhibit 4 page 37 – with the time length between the bid submission and start-up would the county consider a rate adjustment or CPI at the start of the contract?**

R136. No.

**Q137. Sample Agreement, Exhibit 5 Technical Specs for Carts – to clarify is the vendor or the county selecting the cart manufacturer that will be used? When will the county provide a decision on the cart sizes that are listed to be finalized by the county?**

R137. The County. Once levels of services are selected.

**Q138. Sample Agreement, page 54 V. Ownership of Collection Carts and Containers – Please confirm and modify the language to state that all commercial dumpsters and containers shall remain the property of the collector.**

R138. Refer to the Changes To section above regarding Cart and Container Ownership. The commercial dumpsters and containers are to remain the property of the collector. Residential Carts are to remain ownership by Manatee County.

**Q139. Sample Agreement, page 47 Exhibit B Article 7 #2 – would the county consider amending language from five days to up to two weeks during peak season?**

R139. No.

**Q140. Sample Agreement, page 51 Exhibit D #5 – would the county remove the requirement for RFID in carts? The current carts for recycling collection do not have RFID chips. Would the county consider allowing other forms of service verification with GPS tracking and photo use that are more commonplace and reliable for use in the industry? RFID is not required in #13 as contractors can propose ‘other real-time service verification’?**

R140. Article 14.1.9 states, “RFID readers or other equipment as necessary to provide the service verification system and asset management database required herein.” RFID is not required under this scope of service. However, all Service Verification Systems proposed must meet the specific requirements as set forth in Exhibit F.

**Q141. Sample Agreement, page 52 Exhibit D #12 – Please consider removing this requirement.**

R141. Not at this time.

**Q142. Sample Agreement, page 55 Exhibit F – would the county consider revising this entire section to allow proposers to provide information in their submission on industry software and platforms that each company uses?**

R142. No.

**Q143. Sample Agreement, Exhibit G – please provide more detail on what constitutes an entire street as it relates to being missed?**

R143. Failure to complete each street on a route (including missing whole or partial streets) on a regularly scheduled collection day.

**Q144. Sample Agreement, page 44 Legitimate Complaint – how is a complaint verified and/or determined to be legitimate?**

R144. County staff shall investigate and make a determination on the validity of the complaint. County staff to include respective hauler in the investigation for communication purposes.

**Q145. Sample Agreement, pages 59-61: would the county be open to discussing the fine schedule and amending it at the time of contract negotiations?**

R145. The Sample Agreement is a draft document, not to be considered the final mutually agreed upon document for purposes of the RFP proposal.

**Q146. Pricing Sheet – is the county intending to receive pricing for commercial services?**

R146. Yes, refer to pricing proposal. Refer to all sheets.

**Q147. Commercial Services – would the county provide a listing of commercial services per service area (address and frequency information)?**

R147. A breakdown of approximate number of commercial customers is provide for on pages 41 and 42 of the RFP Scope of Services. For purposes of the RFP proposals, that is the limit of the information to be provided.

**Q148. Commercial Services – if commercial services are to be quoted on the pricing sheet would the county consider adding a line for collectors to quote the charge for a dry run?**

R148. No.

**Q149. The RFP give an estimate of customers per service area, is there not an actual number for these areas? If not, what is the percentage of error in these estimates?**

R149. The County has provided data to the best of their knowledge to assist Proposers. Additional information is provided within this Addendum where available and applicable.

**Q150. Are there not current commercial container sizes and services levels per customer? This will be needed to price correctly per service area.**

R150. Refer to the Add section above regarding Form 10, Price Proposal, for proposed container sizes. Proposers shall note that the Excel Price Proposal Form has been updated as per Form 10 issued with this Addendum. For estimated current service levels per customer, refer to Page 41 and/or 42 of the Scope of Services for Customer Base and Historic Tonnages in the RFP.

**Q151. Do haulers have to bid on all Options if they have no interest on Rear-load collection of garbage?**

R151. Yes. Refer to Section 1.02 of RFP on Page 43 that states “Proposers must submit pricing for all options and sub-options.”

**Q152. If a hauler already owns a usable facility just a couple miles out of the county limits in Sarasota Co, can they not use that facility?**

R152. No.

**Q153. Can you better explain the 60 cubic yards given to a resident for the Annual Resi Unlimited solid waste collection?**

R153. Refer to Exhibit B.2 of the Sample Agreement for provisions related to quantity, notification procedures and response time.

**Q154. Can the county explain the logic and information used to create the three service areas for the RFP?**

R154. Not applicable to the RFP process nor submission of qualified proposals.

**Q155. Since the RFP is a Monday thru Friday service and in the event the option for MSW carts and twice per week is chosen, can the hauler collect all or the majority of the recycling services on Wednesday to be able to utilize the automated trucks to their full 5-day capacity for better pricing to the county?**

R155. Final routing and schedules will be solidified in coordination with selected Proposers. The County seeks to work with Authorized Collectors to provide the greatest efficiency in routing, will also minimizing collection route changes. Refer to Article 10.1.

**Q156. Has the county considered using a camera verification service to better track all serviced accounts and all not out customers?**

R156. Refer to Exhibit F.1 of the Sample Agreement for provisions related to the Service Verification System.

**Q157. Is the county’s current RFID reading of the carts accurate and 100% operational?**

R157. As noted in Article 18 of the Sample Agreement, any RFID or Service Verification System must meet the requirements of Exhibit F.1.

**Q158. Will the county accept alternate proposals of the Customer Service Office? Whereas, current haulers have area call centers that are remote workers and the local office has a dedicated Muni Admin to oversee all county customers are being taken care of in a timely manner that will eliminate costs for the count?**

R158. No.

**Q159. Is the county currently using the RFID services required in the RFP and if so, can the data from this be given to the current haulers.**

R159. No. The County is not currently using RFID services.

**Q160. Exhibit G for Liquidated damages has 25 different line items for ways a hauler can be fined for performance ranging from \$100 per day up to \$2000 per incident. Will the county consider lowering these Damages or eliminate several of them to help keep the cost of service down?**

R160. No. However, final Liquidated Damages will be solidified in any final agreements.

**Q161. Will the County please extend the RFP proposal due date an additional 30 days?**

R161. Refer to Addendum No. 1.

**Q162. Will the County allow the use of a nationwide call center to take in customer calls?**

R162. No.

**Q163. In the Sample Franchise Agreement: Article 16 – 16.1 – Customer Service Office It states office shall be open 6am – 5pm Monday – Saturday. Can this be changed to Monday – Friday, unless related to delayed service due to Holiday?**

R163. No.

**Q164. Article 19 – 19.2 Designated Material Recovery Facility: What is the location of the current MRF?**

R164. Current processing of recyclable materials is not relevant to the RFP. The County will solidify the Designated Material Recovery Facility prior to Commencement of services under resulting contracts for the RFP. Refer to provisions related to Designated Facilities in RFP Section 1.02 in preparing Price Proposals.

**Q165. Exhibit 6, Technical Specifications for Commercial Containers: Please clarify that all containers will belong to the county?**

R165. Refer to the Changes To section above regarding Cart and Container Ownership. The commercial dumpsters and containers are to remain the property of the collector. Residential Carts are to remain ownership by Manatee County.

**Q166. Exhibit E, Carts & Containers, Article 13:V, Ownership of collection carts & containers County shall retain ownership of all authorized collector provided carts & containers: Please clarify cart ownership and who purchases and provides carts to residents.**

R166. Refer to the Changes To section above regarding Cart and Container Ownership and refer to Section 1.02 of RFP on Page 43 that states “If the County selects an option with

automated services, the County will purchase carts for the selected Proposers to assemble and distribute to provide Residential Collection Services.”

**Q167. Exhibit B, Additional Services, Article 7, 2 – Annual Residential Solid Waste Collection –Please clarify: One collection of solid waste per year per resident up to 60 cubic yards?**

R167. Yes.

**Q168. Will the County consider changing the bid bond amount to 5% of the annual offer instead of the total offer?**

R168. Refer to the Changes To section above regarding Bid Bond.

**Q169. Will the County consider changing the payment and performance bond to be 100% of the annual amount? The Draft Agreement and the Scope of Services in the RFP differ.**

R169. Refer to the Changes To section above regarding Performance Bond.

**Q170. Is there a limit to the amount of yard waste a resident is allowed to place curbside?**

R170. No, refer to all options in Residential Collection Service beginning on page 43 of the RFP.

**Q171. What is the procedure if yard waste exceeds 4 feet length/6 inches in diameter or exceeds 50 pounds in weight?**

R171. Refer to provision 12.3.2 of the Sample Agreement.

**Q172. Does the county have the number of events that occurred in 2021? In addition, does the County have any generation information for the amount of material for those events?**

R172. Generation information not applicable. Any uncollected yard waste under the provision of 12.3 that is properly identified with a Non-collection Notice, recorded in the non-collection log and submitted to the County in accordance with Article 18 will be evaluated by the County. If applicable, it will be deemed an Extraordinary Service and proper notification will be given to Authorized Collector for payment at the final cubic yard rate agreed upon in the awarded contract.

**Q173. How will the County divide the number of free events? In other words, are the events in one zone or are will they be divided by all zones.**

R173. Events identified in Exhibit B.1 of the Sample Agreement reference each zone. Thus, special cleanup programs within each Service Area shall not exceed four (4) per year based upon the County’s fiscal year.

**Q174. P46 - Annual residential Unlimited Solid Waste collection - Is this requirement in the current contract? If so, can the County provide historical data on the number of pickups per year per zone and disposal tonnages?**

R174. As stated in the RFP, the County is establishing new collection service areas. This data is not available. Proposers may utilize the estimated residential solid waste tonnage breakdown per service area provided by the County on page 42 of the RFP. Note the calculation methodology. The County makes no guarantees of this tonnage.

**Q175. Please describe the type of material to be collected for the Annual Residential unlimited waste collection.**

R175. As stated in Exhibit B, Authorized Collector will furnish one (1) collection of Solid Waste per year per Residential Customer up to sixty (60) cubic yards. Refer to definition of Solid Waste for material type.

**Q176. How are the Annual Residential Unlimited Solid Waste collections scheduled?**

R176. Refer to Exhibit B.2 of the Sample Agreement.

**Q177. Who keeps track of the residents calling for the Annual Residential Unlimited Solid Waste collection?**

R177. The County. Refer to Exhibit B.2 of the Sample Agreement.

**Q178. Is contractor generated material prohibited for the Annual Residential Unlimited Solid Waste collection service?**

R178. As stated in Exhibit B.2 Authorized Collector will provide one (1) time collection of Solid Waste up to sixty (60) cubic yards per year per Residential Customer.

**Q179. What is the time frame that the Contractor must service the Annual Residential Unlimited Solid Waste Collection Service from the resident? How long does the contractor have to service these requests once they are called in?**

R179. Timeframe identified in the Sample Agreement. Refer to Exhibit B.2. Note: This is not unlimited.

**Q180. Is this Collection governed by the same terms and conditions governing yard waste?**

R180. This cannot be determined at this time.

**Q181. Will the county consider removing this service requirement from being included in the overall residential rate and create this service offering as a separate line item to be priced by the cubic yard?**

R181. All proposals shall include the provision of one (1) free Annual Residential Solid Waste Collection per the requirements in Exhibit B. Final provisions will result from negotiations.

**Q182. Will the County share a monthly invoice of the Mobile Workforce Management Solution service?**

R182. While the County is not selecting to share a monthly invoice. Proposers should note that the selected Authorized Collector will be required to provide individual user access licenses, currently at a rate of \$120 per license per user annually. It will also be the responsibility of the hauler to provide and maintain their own equipment for use with the Mobile Workforce Management Solution (e.g., laptops, tablets, etc.).

**Q183. What is the cost of the Workforce Management Solution Service software, including installation?**

R183. Refer to R182.

**Q184. Who owns the commercial containers under the current agreement?**

R184. Current franchise haulers own the commercial containers.

**Q185. Upon commencement of the contract does the county assume ownership of all commercial containers?**

R185. No. Refer to the Changes To section above regarding Cart and Container Ownership.

**Q186. As owners of the container does the County indemnify the contractor for any liability caused with a commercial container?**

R186. Refer to R185.

**Q187. Does the Contractor maintain the containers and invoice the County for the replacement and wear and tear?**

R187. Refer to Exhibit E.IV.4 of the Sample Agreement. Authorized Collector shall repair and replace at its own expense.

**Q188. If the County selects automated service for residential solid waste, any vendor that the County selects to purchase the carts is able to offer a price for Assembly and Delivery. Will the County ask their vendor to include that in their quote and then the Contractor can simply reimburse the County for the Assembly and Delivery of the carts?**

R188. Refer to Section 1.02 of RFP on Page 43 that states “If the County selects an option with automated services, the County will purchase the carts for the selected Proposers to assemble and distribute to provide Residential Collection Services.” Refer to section ii.2 provisions related to residential services.

**Q189. Please submit copy of all the government facilities by zone and include the service frequencies by location.**

R189. Refer to Exhibit 5, Manatee Facility Locations, issued with this Addendum.

**Q190. Will the county share the current rate structure for residential and commercial services for both areas?**

R190. Refer to Exhibit 6, Franchise Hauler Rates, and Exhibit 7, Current Franchise Agreements, issued with this Addendum. Note: All rates are subject to annual adjustments as defined in the contract.

**Q191. Can the County breakdown the growth of approximately 600 family units by service area?**

R191. No. This number was simply provided to suggest Proposers account for population growth in their proposals.

**Q192. Will the County consider increasing the CPI cap to 7%?**

R192. No.

**Q193. Will the County consider going go with 96-gallon carts if once a week msw service option is selected?**

R193. Proposers should utilize 64-gallon carts for their proposal pricing. Final cart terms shall be solidified during the negotiation process.

**Q194. If once a week service option is selected, will the county consider allowing residents to have a second for an additional charge?**

R194. Refer to Provision 5.2.2 of the Sample Agreement which defines additional carts as an Extraordinary Service to be provided by Authorized Collector upon notification from the County.

**Q195. Will the service option selected be uniform throughout the service areas?**

R195. Yes.

**Q196. Will the county consider eliminating 32-gallon carts except for a special required service?**

R196. The County may consider upon final award utilizing 32-gallon carts on a limited individual customer preference basis. Note: thirty-two (32) gallon carts shall be utilized as an Extraordinary Service for an additional Residential Cart.

**Q197. Is the Contractor required to pick up any material left outside the cart in the automated collection option?**

R197. Refer to provisions in Article 12 in the Sample Agreement.

**Q198. Will the County consider reducing the Saturday office hours to be from 8 am – Noon?**

R198. No.

**Q199. Section 12.3.1 needs to be clear that we can only do that on cans that are out? How can one sticker a cart for not being set out if it's not out?**

R199. There is no requirement that a Residential Customer must place their cart at the curb on every collection day. Non-collection Notices shall be utilized for customers whose carts are not collected due to improper set-out procedures.

**Q200. If the once-a-week collection option is selected can the Contractor schedule a 5-day work week?**

R200. Yes.

**Q201. Can we use our existing tracking program instead of Mobile Workforce Management Solution Software?**

R201. All winning Proposers must utilize Mobile Workforce Management Solution Software. This does not prohibit Proposers for utilizing other tracking programs in addition, if necessary.

**Q202. Can the County share the total amount of yard waste for Commercial Accounts?**

R202. For the calendar year of 2021, the estimated total amount of yard waste collected for commercial accounts by the franchise haulers was approximate 21,000 tons.

**Q203. How is the Commercial yard waste being collected now?**

R203. The County works through the commercial customers to establish level of service required. Containers to be provide by haulers for weekly collection and paid for by established rates per container.

**Q204. Does the county have historical tonnage data or materials collected on the Extra Ordinary Services to Residential Customers?**

R204. No.

**Q205. Is the 50-pound weight restriction in yard waste for the entire collection or is it per item, bundle, or container?**

R205. Per item, bundle, or container.

**Q206. If automated service is selected by the County, will the County consider amending the Set-Out procedures?**

R206. Should any set-out procedures need modification based on options selected by the County, these will be defined in final agreements.

**Q207. How many commercial customer owned containers are there in the County?**

R207. 169.

**Q208. Can the County share the commercial service levels? This will include container size and days per week serviced by service area.**

R208. Data not available.

**Q209. If a commercial customer wants to increase or decrease service, how is the Contractor advised?**

R209. Refer to Article 6.1.4 of the Sample Agreement.

**Q210. Can the County share the current routes for all service areas?**

R210. As stated in the RFP, the County is establishing new Service Areas. Route data is not available.

**Q211. Is there a limit on yard waste for commercial accounts?**

R211. No. Refer to Article 6.1.4 of the Sample Agreement.

**Q212. May I get a copy of the sign in sheet for the pre bid?**

R212. The sign-in sheet from the Mandatory Solicitation Information Conference is attached to this Addendum.

**Q213. What is YTD tonnage (Jan2022 – Apr2022) disposed at Manatee CO Lena RD Landfill by class (MSW/C&D/Class3/Yard waste) by INCUMBENT franchise providers: Waste MGMT Inc. and Waste PRO?**

R213. WM Residential MSW through April 2022 - 34,717 & WP 39,695 tons C&D & Class 3 waste across the scales for all haulers through April 2022 – 10,627 tons Total Yard Waste across scales for all haulers through April 2022 is 18,000 tons.

**Q214. What are Lena RD LANDFILL tonnages (by month / by class) disposed direct by Waste MGMT Inc. and Waste Pro under commercial services fiscal YR 2021?**

R214. The breakdown for current providers is not applicable under the new Service Areas defined in the RFP. Refer to RFP Exhibit 1.01, specifically page 42 for historical tonnage estimations by new Service Area.

**Q215. What are CLASS 1 MSW Lena Road landfill disposal fees (by month) invoiced and paid direct by Waste MGMT Inc. and Waste Pro fiscal YR 2021?**

R215. Not applicable. The RFP defines new service areas. Proposers should utilize the current disposal fees when developing pricing as noted on the Price Proposal included in the RFP.

**Q216. Can Manatee CO Utilities provide CURRENT breakdown by: building name, address, on-site commercial / recycling equipment and weekly service schedule (1xwk/2xwk/on-call, etc) for COMMUNITY Buildings referenced under SCOPE of SERVICES (p45)?**

R216. Refer to Exhibit 5, Manatee Facility Locations, issued with this Addendum.

**Q217. Does Manatee CO Utilities welcome DBE (disadvantage business enterprises) that are registered and/or certified with organizations including but not limited to: National Minority Supplier Development Council, National Veteran Owned Business Association, Women’s Business Enterprise National Council?**

R217. Yes. However, please note Section B.02 Evaluation Criteria of the RFP. Under the scoring methodology no points will be awarded to certified DBEs. Proposers will be evaluated on the criteria related to their company, personnel, experience, references, technical proposal, financial capability and stability, and price proposal.

**Q218. What YR 2021 metrics are available for annual recyclables recovered by MONTH (per lb and/or per ton by commodity) from Waste MGMT Inc. and Waste Pro reported to Manatee CO Solid Waste Division?**

R218. The breakdown for current providers is not applicable under the new Service Areas defined in the RFP. Refer to RFP Exhibit 1.01, specifically page 42 for historical tonnage estimations by new Service Area.

**Q219. What SPECIAL WASTE RESIDENTIAL metrics are available by material classification / by lbs. / by ton collected and reported by Waste MGMT Inc. and Waste Pro Fiscal Year 2021?**

R219. Refer to the Changes To section above regarding Special Waste. Special waste as defined “Bulky” waste in the RFP, no matrix data available for the purposes of the RFP.

**Q220. What is the current APPROVED Manatee CO recyclable drop-off facility list by Address and Licensed Operator?**

R220. Not applicable. Recycling drop-off facility operations and collection is not a requested service under the RFP. However, if you are simply requesting drop off locations for County Residents to bring recycling materials for collection via provided dumpster locations within the County, see list below:

- GT Bray Park, 5502 33<sup>rd</sup> Avenue Drive West in Bradenton
- Braden River Park, 5201 51<sup>st</sup> Street East in Bradenton
- Blackstone Park, 2112 14<sup>th</sup> Avenue West in Palmetto
- Lakewood Ranch Park, 5350 Lakewood Ranch Boulevard in Bradenton
- Buffalo Creek Park, 7550 69<sup>th</sup> Street East in Palmetto
- Bayfront Park, 310 North Bay Boulevard in Anna Maria
- Manatee Public Beach, 4000 Gulf Drive in Holmes Beach
- Coquina Beach, 2650 Gulf Drive South in Bradenton Beach
- Bennett Park, 400 Cyprus Creek Boulevard in Bradenton
- Palma Sola Park, 7915 40<sup>th</sup> Avenue West in Bradenton
- Landfill, 3333 Lena Road in Bradenton

**Q221. What were YR 2021 calendar dates and tonnages collected by Waste MGMT Inc. and Waste Pro on Manatee CO licensed SPECIAL Clean-Up days?**

R221. For year 2021 – 815 tons total / 378 tons WP and 437 tons WM.

**END OF ADDENDUM**

**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.

AUTHORIZED FOR RELEASE

Manatee County Procurement Division  
 RFP No. 22-R078509BB - Solid Waste Franchise Hauler Services  
 Mandatory Information Conference  
 May 12, 2022 @ 9:00 AM

First and Last Name	Signature	Organization
John Cooverton		FCC Environmental
Rob Coniamilk		FCC Environmental
Mike Dolstrom		FCC Environmental
BRAS AGENCY		Coastal Waste & Recycling
Chuck Dees		Coastal Waste & Recycling
Iran Boyle		Waste Connections
Charles Allen		Waste Connections
SKIP McCall		FEL ENV.
Mike Gabbard		GFL ENV
Bill Gresham		WM Inc of FL
JASON WHITE		WM Inc of FL
Mossy Deshaire		WM Inc of FL
Ed Farmer		WASTE PRO
BOA TEW HANE		WASTE PRO
Tracy Meenan		WASTE PRO
ROBERT FARGMAN		T2C-ENERGY
Joe Anderson		Trilogy Financial Group

Manatee County Procurement Division  
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First and Last Name	Signature	Organization
MILLER MATHEWS		Enviro-Mat
Shawn Teper		T2C Energy
Clifford Charbonneau		Republic Services

