



Financial Management Department
Purchasing Division
1112 Manatee Ave W Suite 803
Bradenton, FL 34205
Phone: (941) 749-3074
www.mymanatee.org

Email

April 21, 2016

TO: All Interested Bidders

SUBJECT: Invitation for Bid #16-1069DC
Sale of Wastewater Biosolids

ADDENDUM #1

Bidders are hereby notified that this Addendum shall be acknowledged on the Bid Form and made a part of the above named bidding and contract documents.

1. Bid Opening is extended to May 4, 2016 at 3:30 P.M., same location.
2. **Question:** 24-hour removal requirement for landfilling pellets at bidder's expense regardless of weather. Is there any flexibility under this term for additional storage of pellets provided no pellet heating issues are occurring in the silo?

Response: Refer to IFB Article B.03, item 3, NON-SCHEDULED REMOVAL: This would only occur if the successful bidder was falling behind in removal of pellets or the silos were approaching full, and the facility needed room for processing of material. If the successful bidder maintains low or empty levels in the two storage silos, this situation will not occur.

3. **Question:** Manatee County makes no warranties regarding use. Can the County elaborate further as to more precisely what this means?

Response: The County does not maintain a Fertilizer License through the Department of Agriculture and Consumer Services. We require the successful bidder to hold and maintain this license and to follow the rules associated with Class AA Biosolids. We test the pellets per EPA/FAC requirements and can provide this information with each load. The successful bidder will be the party responsible for dictating how the material is used.

4. **Question:** In the event that Manatee County were to release pellets for shipment to the Contractor that do not meet Class AA or 503 Exceptional Quality Standards, will they indemnify the Contractor from any potential liability or costs associated with sales or use of those pellets within the marketplace?

Response: No. Manatee County follows the rules outlined in the EPA 503 Regulations and FAC 62-640. If lab tests show that parameters do not meet Class AA standards,

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pellets are diverted to the Landfill and not available for sale until testing shows that limits are back in range.

5. **Question:** Dedicated trailers are required. Must those trailers only haul biosolids pellets during term of agreement or can other products be hauled in the trailers as well?

Response: Trailers are weighed in and weighed out each load. The successful bidder can use their trailers for whatever they want with the expectation that they are following all rules outlined in the 503 Regulations and the FAC 62-640.

6. **Question:** Bidder accepts responsibility for Title 40 CFR part 503 disposal/use of all biosolids, paragraph 6. Can the County provide a more detailed description of what specific responsibility this would entail?

Response: It is the County's expectation that the successful bidder will follow all rules outlined in the 503 Regulations and FAC 62-640.

7. **Question:** Reporting rule 72-640.650 quarterly report to be submitted within 10 days. Could the 10 day timeframe be extended?

Response: Yes, the reporting time frame will be reviewed and agreed to by the successful bidder and the County pursuant to F.A.C. Rule 62-640.650.

8. **Question:** Bidder must complete permit modification for ALL primary and secondary facilities. Would the County please elaborate on what this entails and what specific requirements may apply?

Response: This requirement is not applicable to this contract. Delete the referenced item, IFB Article B.02, last paragraph, "Upon award of the resulting contract, the successful bidder shall immediately submit the necessary permit modifications for all primary and secondary facilities."

9. **Question:** Will the successful bidder be assured all reasonably necessary access to perform the services sought by way of the IFB?

Response: Yes.

10. **Question:** Will successful bidder be entitled to assign contractual rights and responsibilities to related or affiliated companies without the written consent of the County?

Response: Not allowed. Refer to IFB Article D.02 and Form of Agreement Article 19.

11. Question: Bidder is aware that the County will not warranty the usefulness of the pellets provided, but will it certify that the biosolids are non-hazardous?

Response: The County follows the testing requirements outlined in the 503 Regulations and FAC 62-640 and will provide this data to the successful bidder.

12. Question: Will the bidder be allowed to test the biosolids?

Response: Yes.

13. Question: Does the proposed contract or bid spec allow an extension of time and/or change in price in the event there is a change in local, state, federal law or regulation?

Response: Any change in laws or regulations relating to this contract will necessitate a review of the effect on the terms and conditions of the contract with the vendor.

14. Question: Bidder assumes that if a change in law (or the interpretation thereof) occurs that causes the performance of the services to be prohibited or the cost of the services to increase that the parties shall renegotiate or terminate the agreement as needed. Is this correct?

Response: Any change in laws or regulations relating to this contract will necessitate a review of the effect on the terms and conditions of the contract with the vendor.

15. Question: Bidder assumes that it may utilize wholly owned subsidiaries or related companies under common ownership to perform the work identified in the IFB. Is this correct?

Response: Bidder shall identify all parties entering contract, including subsidiaries as stated in above question, for County approval. Reference IFB Article A.28 Subcontractors.

16. Question: Bidder assumes that it will only be required to indemnify for damages and claims to the extent such are proximately caused by bidder's negligent or willful act, or bidder's breach of the terms of this agreement. Is this correct?

Response: Refer to IFB Article D.10 and Form of Agreement Article 15.

17. Question: Bidder assumes that the County will have balanced and reciprocal indemnification provisions in any final contract. To that end, bidder is prepared to indemnify the County for any claims for damages or injury that bidder causes. Bidder assumes, however, that bidder will not be responsible for indemnifying the County or third parties for injuries or damages caused by the County and that any injuries or damages caused in part by both parties will be shared in a proportionate manner. Is this correct?

Response: Refer to IFB Article D.10 and Form of Agreement Article 15.

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18. Question: Bidder would be willing to agree to occasional disposal of non-conforming materials to the extent the County will agree to pay Bidder the actual cost of such disposal plus a 10% markup, with Bidder retaining the right to refuse to accept hazardous materials. Is this option acceptable?

Response: Bidder shall bid in accordance with IFB document for the County to sell and the vendor to purchase, as specified, biosolids.

19. Question: Section A.30 appears to state Local Preference does not apply in this bid, but there is language in Sections C.02 Award that indicate that local preference is considered. Can you please clarify if Local Preferences apply with this bid?

Response: Article C.02 refers to "equal" bids.


20. Question: Bidder assumes that the County will provide written consent for Assignment requests that will not be unreasonably withheld and provided within a commercially reasonable time. Is this correct?

Response: The County will review for response to all vendor's requests within a reasonable time as not to hinder the progression of the bidding or contracting process.

If you have submitted a bid prior to receiving this addendum you may request in writing that your original, sealed bid be returned to your firm. All sealed bids received will be opened on the date stated.

Bids will be received at Manatee County Purchasing, 1112 Manatee Avenue West, Suite 803, Bradenton, Florida 34205 until **May 4, 2016 at 3:30 P.M.**

Sincerely,


Melissa M. Wendel, CPPO
Purchasing Official

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