



1112 Manatee Avenue West  
Bradenton, FL 34205  
[purchasing@mymanatee.org](mailto:purchasing@mymanatee.org)

## Solicitation Addendum

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Addendum No.: 1  
Solicitation No.: 24-R083613CD  
Project No.:  
Solicitation Title: Operational Support Services for Piney Point Treatment Plant and Deep Injection Well  
Addendum Date: February 27, 2024  
Procurement Contact: Chris Daley, CPPO, CPPB- Procurement Project Manager

**RFP No. 24-R083613CD 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 RFP No. 24-R083613CD.**

**Change to:  
ADVERTISEMENT, DATE, TIME AND PLACE DUE:**

The Due Date and Time for submission of Proposals in response to this RFQ is **March 18, 2024 by 3:00 PM ET**. Proposals must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Ave. W., Suite 803, Bradenton, FL 34205 and time stamped by a Procurement representative by the Due Date and Time. Proposals will be opened immediately following the Due Date and Time at the Manatee County Administration Building, Suite 803.

**Change to:  
INSTRUCTIONS TO PROPOSERS, SECTION A.02, DUE DATE AND TIME, FIRST PARAGRAPH**

The Due Date and Time for submission of Proposals in response to this Request for Qualifications (RFQ) is **March 18, 2024 by 3:00 PM ET**. Proposals must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Ave. W., Suite 803, Bradenton, FL 34205 prior to the Due Date and Time.

**Change to:**

**INSTRUCTIONS TO PROPOSERS, SECTION A.39 SOLICITATION SCHEDULE:**

<b>Scheduled Item</b>	<b>Scheduled Date</b>
Question and Clarification Deadline	February 21, 2024
Proposal Due Date and Time	<u>March 18, 2024</u> , by 3:00 PM ET
Technical Evaluation Meeting	<u>April 2, 2024</u>
Technical Evaluation Meeting	<u>April 3, 2024</u>
Interviews/Presentations/Demonstrations (if conducted)	TBD
Final Evaluation Meeting (if required)	TBD
Projected Award	<u>May 2024</u>

**Add:**

**ADD EXHIBIT 12, PINEY POINT TREATMENT FACILITY PRODUCTION DATA**

Exhibit 12, Piney Point Treatment Facility Production Data is issued with this Addendum 1 and hereby incorporated into RFP 24-R083613CD.

**Add:**

**ADD EXHIBIT 13, PINEY POINT UPDATED WATER BALANCE INFORMATION**

Exhibit 13, Piney Point Updated Water Balance Information is issued with this Addendum 1 and hereby incorporated into RFP 24-R083613CD.

**QUESTIONS AND RESPONSES:**

**Q1. Per the RFP, work is awarded in April, what would be county's commence date for the contractor to take over operations?**

R1. Please note the revised projected award, based on the extension for this RFP. The Board of County Commissioners (BOCC) must take action to award contracts and there are many internal prerequisite steps and processes within the County that items must pass through to reach the stage where they are placed on an agenda. The BOCC meets several times per month and staff will diligently strive towards obtaining the necessary authorizations and approvals to support transitioning to the successful Operational Support Services entity (hereinafter referred to as the "successful entity") sometime in May or June 2024.

**Q2. Will there be any type of “transition time” between current contractor and the newly awarded one?**

R2. The County will accommodate up to a 2-week (14 day) transition between the current operating entity and the entity selected through this RFP. It will be the responsibility of the successful entity to coordinate and accommodate training times and availability.

**Q3. What is the current volume contained in the Gypsum Stacks?**

R3. As of noon, on February 22, 2024 the approximate volume onsite excluding the LPWS pond was believed to be 335 million gallons. This volume is based on interpolation from known pond levels and storage/stage schedules developed and maintained by the Receiver and is subject to change due to rainfall, evaporation, seepage and treatment/injection. There may also be sludge in areas of some ponds that unintentionally inflates the estimated liquid volume.

**Q4. How would we account for billing on any “downtime” where the well is not injecting downhole?**

R4. The price proposal in terms of cost per MG treated and injected is the only means of earning compensation or cost recovery for this project. There is no provision to be compensated extra for “standby”, “slack/support” time or other inefficiencies. All labor, services, utilities, materials, supplies, overhead, profit and associated staffing inefficiencies must be factored into the price proposal.

**Q5. Will the contractor be compensated on wastewater that flows through the pre-treatment facility but does not go downhole, but rather returned to the Gypsum Stack?**

R5. No, the only means for earning compensation or cost recovery is based on volume treated and injected into the well.

**Q6. At what rate is the basis of payment—DH injected or all water flowing through the Treatment Facility?**

R6. The only means for earning compensation or cost recovery is based on volume treated and injected into the well.

**Q7. Who maintains the return flows back to the Gypsum Stacks?**

R7. The return flow conveys process wastewater and sludge back to the Piney Point property through a dedicated pipeline from pumps that are a part of the treatment plant. It will be the responsibility of the successful entity to oversee this aspect of operation of the treatment system and coordinate return flows with the Receiver. Recent production data has been tabulated and included as **EXHIBIT 12** with this Addendum 1. Discounting the initial 10-days of operation, over the subsequent 40-day period, process efficiency in terms of the percentage of water injected as compared with total amount treated has ranged between 78% and 92% with an average of 87% by volume. The County makes no guarantee of overall recovery efficiency for the treatment process. It is the responsibility of interested Proposers to collect samples and verify site chemistry and treatment for themselves.

**Q8. What is the minimum volume within the Gypsum stacks that will need to be maintained to allow for closure dredging operations?**

R8. The specifics of site water management at Piney Point related to closure operations are complex, dynamic and not under the County’s control. The Receiver’s consultant has produced an updated water balance that reflects the projected volume of water anticipated to be exported looking forward and that information is updated and provided in **EXHIBIT 13** with this Addendum 1, which includes a fairly continuous stream of 100 gpm of seepage water.

**Q9. Do you have a list of all treatment equipment on site with purchase date and remaining warranty information?**

R9. Yes, this is being developed and prepared by the Design Build team and, if it is completed during this RFP, it will be distributed, otherwise, it will be provided by the County to the successful entity.

**Q10. Please provide all information (name, model number, manufacturer and costs of all disposal filters that you are currently using, along with frequency that they are being purchased and used?)**

R10. There are no disposable filters in use at the County’s treatment site at 11951 Bud Rhoden Road. There are disposable filters in use by the Receiver to remove macro solids from the raw water being pumped to the treatment plant, but those are not an expense shouldered by the County as a part of operating the treatment facility and injection well.

**Q11. Please provide all detail cost information (daily, monthly, annual) of the following: Water treatment chemicals; Field testing kits/reagents; Instrument probes; Replacement chemical pumps; Consumables and other supplies needed to complete this scope of work.**

R11. Water treatment chemicals – the current amount of chemicals, unit cost and extended cost to treat 1 MG of water shown in Table 1. These unit costs reflect the most recent testing and the County’s competitively procured chemical supplier pricing. Proposers are encouraged to collect water samples and perform their own independent testing to confirm dosages prior to formulating their proposal price. Proposers must secure their own chemical supply arrangements and, while the County would have no objection to the successful entity continuing to use current suppliers, they may not rely upon County’s contracts or prices in doing so.

Table 1  
Chemical Cost per 1 Million Gallons Treated  
Based on Operational Testing during mid-February 2024

chemical	strength	units	unit cost (\$/gal)	usage rate (gpd)	cost per day
NaOH	50%	gpd	\$ 2.82	476	\$ 1,340
NaOCl	10.50%	gpd	\$ 1.29	65	\$ 84
HCl	15%	gpd	\$ 2.60	101	\$ 263
polymer	-	gpd	\$ 32.00	10	\$ 320
					\$ 2,007

Field testing kits/reagents- unknown, proposer's responsibility

Instrument probes- unknown, proposer's responsibility

Replacement chemical pumps- unknown, proposer's responsibility

Consumables and other supplies needed to complete this scope of work- unknown, proposer's responsibility

**Q12. Please provide all detail cost information (daily, monthly, annual) of the following: Electricity expense; Water and waste water service expenses; Solid waste pick up expenses; HVAC system repair and maintenance expense; Internet connectivity expense.**

R12. Electricity expense- because this is a new installation, FPL has yet completed their as-built process that will result in the onboarding of stored electrical meter usage data from the site. Should that data become available within the RFP timeframe, it will be distributed. However, the meter was read manually on 2/19/24 and again on 2/22/24 representing a 36-hour span. Over that same approximate period, the following data reflective of site power consumption was recorded:

- 4,300 kWh of electricity used (with 94 kW peak use)
- 2.016 million gallons of raw water treated
- 1.651 million gallons of treated water injected
- 0.365 million gallons of waste water returned to the Receiver

It should also be noted that power usage will vary based on treatment and injection rates. As flow and pressure increase, so will power consumption. However, this relationship is complex, and factors include, but are not limited to: temperature and viscosity; increased frictional losses through the treatment plant, pipes and well assembly; efficiency of equipment; waste return rates; and backpressure from the aquifer formation. So, respondents should take due care not to underestimate power usage based upon the limited data available and provided here.

Water and waste water service expenses- the site will be served by a 1" water meter. The base monthly water and sewer charge for such a meter are currently \$80.85 per month and the commercial/industrial quantity charge is \$2.58 per 1,000 gallons. Because this is a new site, the meter has been permitted and paid for, but has not yet been installed and so there is no current use history to be shared at this time. If data should become available during this RFP, it will be distributed. Also note, the successful entity will have responsibility for annual testing certification for the backflow assembly (generally less than \$100).

Solid waste pick up expenses- Solid waste services must be arranged by the successful entity. The size of container and frequency of pickup is not currently known and will have to be determined by the successful entity. However, as a baseline, the current cost to empty a 6 CY dumpster is \$72.11 per pickup by Waste Management in this part of the County. The day of week and frequency for pickups are flexible to suite the customer's needs (i.e. once a week, biweekly, once a month, etc.)

HVAC system repair and maintenance expense- unknown, proposer's responsibility.

Internet connectivity expense- The site is currently served using a County-owned wireless connection through Verizon. However, a permanent connection is being constructed at County expense by Spectrum and is anticipated will be in place by the time this contract takes effect. At that point, Spectrum will be the internet service provider looking forward with a monthly access charge of approximately \$400 based upon a 5-year service contract. That contract has been executed by the County and will be transferred to the successful entity. The successful entity is welcome to use alternate sources of communication but must also maintain the Spectrum account in good standing.

**Q13. Please provide all detail cost information of the following: Implementation costs of PLC Programing; Site Security; Landscaping.**

R13. Implementation costs of PLC Programing -The facility will be fully operational at transition, however, should the Operational Support Services entity choose to modify, customize or alter PLC programming, it will be done at their sole responsibility and expense.

Site Security – The County’s expectation is that the facility will be maintained in a secure posture so as to have doors locked, gates closed/locked and fences maintained to discourage trash dumping, theft, vandalism or trespassing and minimize risk to public safety.

Landscaping – The County’s expectation is that the grounds immediately surrounding the facility will receive sufficient maintenance with a frequency necessary to protect and conserve the appearance of the property, however, it is recognized that this is an industrial facility.

**Q14. Please provide any equipment currently being rented and cost information related to these assets.**

R14. There is no current rental equipment on the County side of the Buckeye Road at 11951 Bud Rhoden Road. Water has been and will be pumped to the County from the Receiver’s property and that may include leased/rented assets, but those operations and costs are fully borne by the Receiver. The Operational Support Services entity will only communicate with the Receiver to coordinate transfer of water to the County treatment facility.

**Q15. Are all/any expenses coded to be cost reimbursable from Manatee County?**

R15. No expenses will be recoverable from Manatee County, the only payable item will be water treated and injected.

**Q16. Will McKim and Creed be involved with start-up training of the pre-treatment facility?**

R16. The County will provide a 2-week (14 days) transition between the current operational entity and the successful Operational Support Services entity during which there will be opportunities for the new team to learn, train and become proficient.

**Q17. Will McKim and Creed be retained in any ongoing basis once facility is turned over to contractor?**

R17. Beyond the 2-week transition period and excluding any assistance with warranty concerns that may arise, there is no plan for continued support from members of the County’s treatment facility Design/Build team.

**Q18. Can contractor submit alternative proposal for the chemical treatment costs per gallon vs the daily fixed costs of pre-treatment facility operations? Reason, in the event that volumes are reduced due to capacity issues or other issues beyond the control of the contractor, there needs to be a mechanism in place to cover the costs in the event water is not accounted by a volume payment basis.**

R18. Alternative proposals will not be considered.

**Q19. What is the expected duration of the contract? The actual terms of the contract. Currently it's stated as 5 years in 2 phases, but the expiration of the project is up to 48 years. Does this mean the contract is for 48 years or is there an evaluation period after the first 5 years?**

R19. The initial term of any Agreement resulting from this RFP shall be for two (2) years, with renewal options. The number of renewal options and the length of each subsequent renewal period are subject to negotiations.

**Q20. How does the county deal with escalation of service and chemical costs throughout the contract? As costs increase is there a change to meet rising costs or are the contract terms reviewed and adjusted for service and chemical costs?**

R20. There will be no price escalation during the initial term of any Agreement resulting from this RFP. The unit price may be adjusted only during the renewal periods of any Agreement resulting from this RFP.

**Q21. What is the volume of water to be treated and injected under Phase I?**

R21. Refer to **Exhibit 13** for the amount of water to be injected during the initial drawdown phase. It is critical that Proposers recognize that the total volume of water treated is the sum of the volume water injected plus the unavoidable volume of wastewater that gets returned to the stacks. For the month of February 2024, the treatment efficiency averaged 85.5 percent efficiency based on the volume injected against the total amount of water treated.

**Q22. Is there consideration of having this contract term include Phase I only and a revision of the contract for Phase II?**

R22. The initial term of any Agreement resulting from this RFP is intended primarily for the initial drawdown phase.

**Q23. A Mechanical Integrity Test demonstration and report is due in 2027 at the injection well, is this expected to be done under this contract?**

R23. The mechanical Integrity test will be excluded from this contract and will be the responsibility of the County.

**Q24. If an annual report is a condition of the new operation permit for the Class I injection well is it anticipated to be completed under this contract?**

R24. The successful entity will be responsible for preparing all monthly and annual reports required by the injection well permit for the County's review prior to submission.

**Q25. If the operation permit requires an updated O&M Manual for the injection well system will that be completed under this contract or by the current design engineer?**

R25. Any O&M Manual required by the injection well permit will be the responsibility of the County. The Design Build team is preparing the O&M Manual for the treatment facility, however, the successful entity will be responsible to append the treatment facility O&M Manual through an addenda step for any significant changes or improvements to the processes or procedures that they implement so that these changes are codified.

**Q26. For the Mechanical Integrity Test how often will this need to be conducted and costs vary, would the contractor just submit these costs as a pass through to the county?**

R26. The mechanical integrity test will be the responsibility of the County.

**Q27. Who will be responsible for the oversight of the gypsum stacks on the pumping from pond to UIC long term?**

R27. The Receiver always retains responsibility for the gypsum stacks and exporting water off the Piney Point site to the County's treatment plant and injection well property at 11951 Bud Rhoden Road. After permanent closure of the gypsum stacks, seepage flows must still be managed for several decades. It will be the responsibility of the successful entity to coordinate and negotiate with the Receiver to receive, treat and inject all water.

There is no stipulation on operating the treatment plant/well continuously or every day. If the successful entity should, in coordination with the Receiver, determine there to be adequate system storage to collect and accumulate water and this affords fewer shifts, and/or lower production rates, and/or intermittent operation to just a few days per week, then that would be acceptable, as long as such arrangements satisfy terms of any agreements between the Receiver and County and, of course, it meets the Receiver's needs.

**Q28. What are the anticipated solid levels that will be sent over to the UIC from the ponds?**

R28. If the intent of this question was to inquire as to the suspended solids levels in water exported from the site, thus far, they have not been significant (generally < 30 NTU). Suspended solids levels are expected to be dynamic due to the complexity of this system and as pond levels change, waters are transferred between ponds, rainfall can affect suspended solids and as dredging and other earth-moving operations proceed. Interested parties would be well advised to include provisions for changes in water quality.

In the summer of 2023, there were significant algae blooms that raised suspended solids levels in some ponds. Without a treatment facility in place, it was necessary to both treat the ponds for algae and provide 25 – 100 micron level filtration to protect the injection well from solids. However, with the permanent treatment facility now in place, it is not anticipated that such measures will be necessary.

If the intent of this question was to inquire as to the levels of dissolved solids in various ponds that must be chemically precipitated out through the treatment process to lower nutrient levels, candidates are encouraged to collect samples for analysis themselves.

**Q29. What are the current volumes of the following Gypsum stacks: New GSN; NGS; Old GSN; LPWS.**

R29. New GSN- it is now dry; NGS -245 million gallons; Old GSN- 90 million gallons; LPWS- 21 million gallons

**Q30. Who will own the maintenance on the Clarifier Transfer Pumps? If the contractor who wins the bid for this project, is this maintenance expense reimbursable?**

R30. If the intent of this question is regarding the transfer skid pumps outside the fence of the treatment facility, then the answer is no. Pumps outside the fence of the treatment facility are the responsibility of the Receiver.

If the intent of this question is regarding the pumps at the Clarifier that is within the fence of the treatment facility, then the answer is yes. The successful entity must provide all operations and maintenance for ALL equipment with the fence of the treatment facility. The only mechanism to earn compensation or for cost recovery is based on the amount of water treated to acceptable quality and injected into the well.

**Q31. What are the most current volumes and anticipated date of decreases?**

R31. See response to Q8 above, as well as the Exhibit 13 issued with this Addendum 1.

**Q32. Please define what needs to be in the O and M manual. Is this to be done within the context of this agreement, or will this be provided from the previous engineer, McKim and Creed?**

R32. An O&M Manual is being prepared by the Design Build team and, if it is completed during this RFP, it will be distributed, otherwise, it will be provided by the County to the successful entity.

**Q33. As previously requested, how is the scope of work in this proposal to be covered for work items outside of normal day-to-day operations? For example, the MIT and well work over are included in RFP as scope items, but impossible to price based upon per gallon basis.**

R33. The County will be responsible for all MIT's required for the Deep Injection Well.

**Q34. Will, the non-operational scope items be handled as work orders and billed separately from the per gallon basis?**

R34. The only mechanism to earn compensation or for cost recovery is based on the amount of water treated to acceptable quality and injected into the well.

**Q35. Are the specified operational plans and safety plans required to be submitted with the proposal, or are these developed once the contract is awarded?**

R35. For the operational and safety plans described in Section 1.03 of Exhibit 1, these items may be developed and submitted by the successful entity after notice of intent to award is issued. For any sections of Exhibit 2 that are requesting information about key personnel and their roles as well as risk and safety plans, those are to be submitted with your response.

**NOTE:**

Items that are ~~struck through~~ are deleted. Items that are underlined have been added or changed. All other terms and conditions remain as stated in the RFQ.

**INSTRUCTIONS:**

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

**END OF ADDENDUM**

AUTHORIZED FOR RELEASE

**EXHIBIT 12, PINEY POINT TREATMENT FACILITY PRODUCTION DATA**

Piney Point Injection Well Pre-Treatment - Daily Operations Log				
Date	Influent Flow from PP (gal/day)	Injection Flow (gal/day)	Solids Return to PP (gal/day)	Injection Flow (gal/YTD)
12/26/2023	177,800	127,000	50,800	
12/27/2023	121,159	85,834	35,325	
12/28/2023	19,261	1,232	18,029	
12/29/2023	129,653	99,151	30,502	
12/30/2023	158,010	109,056	48,954	
12/31/2023	118,351	74,183	44,168	
1/1/2024	167,423	115,196	52,227	
1/2/2024	84,798	58,611	26,187	58,611
1/3/2024	106,069	69,893	36,176	128,504
1/4/2024	405,591	361,782	43,809	490,286
1/5/2024	279,030	219,405	59,625	709,691
1/6/2024	336,622	248,255	88,367	957,946
1/7/2024	369,309	210,232	159,077	1,168,178
1/8/2024	334,285	217,287	116,998	1,385,465
1/9/2024	388,016	302,936	85,080	1,688,401
1/10/2024	776,801	628,922	147,879	2,317,323
1/11/2024	629,098	514,969	114,129	2,832,292
1/12/2024	545,811	442,933	102,878	3,275,225
1/13/2024	452,550	397,058	55,492	3,672,283
1/14/2024	572,840	484,070	88,770	4,156,353
1/15/2024	818,692	711,980	106,712	4,868,333
1/16/2024	915,305	804,223	111,082	5,672,556
1/17/2024	1,166,929	1,030,685	136,244	6,703,241
1/18/2024	831,225	722,746	108,479	7,425,987
1/19/2024	765,651	658,382	107,269	8,084,369
1/20/2024	526,042	424,532	101,510	8,508,901
1/21/2024	466,220	387,970	78,250	8,896,871
1/22/2024	993,960	866,212	127,748	9,763,083
1/23/2024	1,244,061	1,080,952	163,109	10,844,035
1/24/2024	947,022	817,324	129,698	11,661,359
1/25/2024	1,100,439	974,682	125,757	12,636,041
1/26/2024	1,120,575	1,009,347	111,228	13,645,388
1/27/2024	1,127,262	1,016,299	110,963	14,661,687
1/28/2024	1,066,433	958,664	107,769	15,620,351
1/29/2024	1,110,432	1,001,590	108,842	16,621,941
1/30/2024	1,127,105	1,024,236	102,869	17,646,177
1/31/2024	1,135,847	1,035,711	100,136	18,681,888
2/1/2024	1,141,884	1,036,619	105,265	19,718,507
2/2/2024	1,082,047	983,474	98,573	20,701,981
2/3/2024	1,110,801	1,019,469	91,332	21,721,450
2/4/2024	999,982	905,382	94,600	22,626,832
2/5/2024	826,710	750,339	76,371	23,377,171
2/6/2024	992,334	897,880	94,454	24,275,051
2/7/2024	1,026,303	947,584	78,719	25,222,635
2/8/2024	1,058,031	948,014	110,017	26,170,649
2/9/2024	1,008,570	899,786	108,784	27,070,435
2/10/2024	759,648	662,924	96,724	27,733,359
2/11/2024	582,067	474,070	107,997	28,207,429
2/12/2024	277,251	240,522	36,729	28,447,951
2/13/2024	564,146	441,176	122,970	28,889,127
2/14/2024	1,031,789	928,324	103,465	29,817,451
2/15/2024	837,167	706,637	130,530	30,524,088
2/16/2024	269,855	233,395	36,460	30,757,483
2/17/2024	1,131,292	972,162	159,130	31,729,645
2/18/2024	706,110	578,889	127,221	32,308,534
2/19/2024	727,336	600,048	127,288	32,908,582
2/20/2024	723,532	601,599	121,933	33,510,181
2/21/2024	565,158	449,656	115,502	33,959,837

**EXHIBIT 13, PINEY POINT UPDATED WATER BALANCE INFORMATION**

**February 1st, 2024 Update : Piney Point DIW - Actual to Date & Projection to Closure Completion**  
 (@ Average Rainfall)

