

**Posted Date:** June 11, 2020

**Solicitation No.:** B200281DWJ

**Solicitation Name:** Contingency Solid Waste Disposal Services

**Subject:** Addendum Number 1

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

**1. ATTACHMENT: 1**  
**- FY 19 Landfill Tons**

**2. QUESTIONS/ANSWERS**

1.	Can you let me know where I can find this bid? I looked on Lee County's Purchasing site and do not see it. On DemandStar I only see the notice.
<b>Answer</b>	<b>The bid solicitation may be found on the Lee County Procurement website under view current bid opportunities, open projects, bids. Below is a link to the project page.</b> <a href="https://www.leegov.com/procurement/projects/open-projects/project?fid=5450">https://www.leegov.com/procurement/projects/open-projects/project?fid=5450</a>

2.	I would like to request that Merrell Bros., Inc. be added to the Plan Holders list and that we receive all addenda for the above referenced project. If you have any questions or need additional information, please let me know.
<b>Answer</b>	<b>In order to be a document holder, you will need to view the project via the Lee County Procurement website. Once on the project page, you will need to enter in your information to view and download the solicitation documents. Below is a link to the project page.</b> <a href="https://www.leegov.com/procurement/projects/open-projects/project?fid=5450">https://www.leegov.com/procurement/projects/open-projects/project?fid=5450</a>

3.	Can the County provide who the current vendor is for this contract?
<b>Answer</b>	<b>There is no current contract in place - this is a new contract.</b>

4.	Can the County provide the current address and location of the disposal site used for this contract?
<b>Answer</b>	<b>There is no current contract in place - this is a new contract.</b>

5.	Can the County provide thee current per ton rates for each material stream required for this contract?
<b>Answer</b>	<b>There is no current contract in place - this is a new contract.</b>

6.	Can the County provide historical tonnage data for 2019 for each material stream? If yes, can this data be broken down by month?
<b>Answer</b>	<b>See attached for FY 19 tonnage data.</b>

7.	Is the County in a position to guarantee a minimum of 1,000 tons disposed per month for this contract?
Answer	<b>This is an Annual County contract for services to be provided on an “as-needed” basis. The County cannot provide for a guaranteed minimum at this time. The County has provided as part of this Addendum the FY19 Landfill Tons that may indicate range of service level under this Agreement.</b>
8.	How many tons of Biosolids does the County process now and how many tons would be expected in the Solid Waste Contingency Plan?
Answer	<b>See attached for FY19 tons to the landfill, in FY19 the County landfilled approximately 10,000 tons biosolids, which may be considered the approximate range anticipated under this agreement.</b>
9.	The solicitation states up to 600,000 tons of MSW per year are currently processed by the Lee County waste-to-energy facility. Would it be expected that the Contractor be able to process the full 600,000 tons, or would the County still be processing a percentage of that volume?
Answer	<b>The County’s intent is to continue to operate the waste-to-energy at available capacity for the foreseeable future.</b>
10.	<p>There seems to be conflicting language in the section highlighted below on page 10:</p> <p>25.2.1. Unless otherwise stated in the scope of work, specifications, or special conditions the default <b>contract term shall be for one (1) three-year (3) period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the initial Agreement term of three (3) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest.</b></p> <p>25.2.2. The County reserves the right to renew this Agreement/Contract (or any portion thereof) and to negotiate pricing as a condition for each.</p> <p>Is this a mutual renewal, or does the County have the sole discretion of a renewal?</p>
Answer	<b>The term that applies to this Agreement is found within the Special Conditions as Article 2.1. Renewals are completed via a mutual renewal approach and must be executed by both parties prior to going into effect.</b>
11.	The solicitation states this an initial 3-year contract for optional renewal. Is there a provision during the initial 3-year term or any subsequent renewals for annual price adjustments?
Answer	<b>Please see article 11.3 of the Standard Terms and Conditions. Any request for a price increase at any time, must be submitted to the Procurement Management Department with supporting documentation to be considered.</b>
12.	Will the County consider adding a provision for Force Majeure conditions?
Answer	<p><b>The Agreement associated with this solicitation (the Lee County Agreement for Product/Service) as found on the link provided within article 25.4.1 of the Standard Terms &amp; Conditions provides for the following Force Majeure details:</b></p> <p><i>The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. “Force majeure” shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement</i></p>

	<i>arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.</i>
13.	Section 11 – Will the County please clarify/provide examples as to when “significant industry wide market changes occur”, and would the County be willing to remove tis language in light of its ambiguity?
<b>Answer</b>	<b>Significant industry wide market changes may encompass several occurrences such as significant increase in raw materials outside the control of the Vendor or servicing community. The County does not desire to remove such language. It shall be the responsibility of the Vendor to submit to the Procurement Management department any request for increase in contract pricing and submit sufficient documentation and/or details to support such request for increase.</b>
14.	Section 20.1.1 – This section states that “[n]o amount of work is guaranteed upon the execution of an Agreement/Contract” – would the County be willing to identify and agree to an expected range (max/min) of volume likely needed for disposal service? In particular, WMIF would have difficulty submitting an appropriate bid without knowing the approximate quantity of Biosolids at issue.
<b>Answer</b>	<b>See response to Question 8.</b>
15.	Section 20.1.2- This section states “rates and all other negotiated expenses will remain in effect throughout the duration of the Agreement/Contract” – would the County be willing to include language that allows for a rate increase in the event of an uncontrollable circumstance (upon 30 days’ notice) to offset any change in conditions that uncontrollably increases WMIF’s costs, including but not limited to changes in local ordinances, federal, or state laws, or changes in rules or regulations, increases in tax, tariffs, franchise fees, or surcharges applicable to WMIF’s services?
<b>Answer</b>	<b>The County does not desire to revise any current boilerplate language as it pertains to rate or service increases. It shall be the responsibility of the Vendor to submit to the Procurement Management department any request for increase in contract pricing and submit sufficient documentation and/or details to support such request for increase. All requests for increase will be reviewed by the Procurement Management office and it shall be the sole discretion of the County to approve or deny a rate increase.</b>
16.	Section 20.1.5 – This section states that “Lee County reserves the right to add or delete, at any time, and or all material, tasks or services associated with this Agreement/Contract”. We assume the language should state “any or all” instead of “and or all”, and we respectfully inquire whether the County would be willing to remove this language?
<b>Answer</b>	<b>By way of this addendum “...and or all material...” shall be clarified and corrected to state “...<u>any</u> or all material...”. The County is not willing to remove this clause as a whole – only incorporate the clarification / correction provided.</b>
17.	Section 25.2.1- This section states, <i>inter alia</i> , “[u]pon mutual written agreement of both parties, the parties may renew the Agreement...[t]he increments of renewal shall be at the sole discretion of the County...” – can the County please confirm that any renewal period must be agreed to by both parties?
<b>Answer</b>	<b>Please see response to question 10 of this addendum.</b>

18.	Section 25.4.1 – This section states “[t]he awarded bidder will be required to execute an Agreement/Contract as a condition of award. A sample of this document may be viewed on-line at <a href="http://www.lee.gov/procurement/forms">http://www.lee.gov/procurement/forms</a> .” Can the County please identify specifically (by title) the document that WMIF will be required to execute? To the extent the document does not contain a force majeure provision, would the County be willing to include such a provision?
<b>Answer</b>	<b>Please see response to question 12 of this addendum.</b>

19.	Section 25.6.1 – This Section states “[a]ny Agreement/Contract as a result of this solicitation may be terminated by either party giving thirty (30) calendar days advance written notice. The County reserves the right to accept or not accept a termination notice submitted by vendor...” Would the County be willing to remove the language which gives it the discretion to accept or not accept the vendor’s termination? If the County has the right to terminate upon 30 days’ notice, WMIF asks that it be given the same contractual right in the Agreement.
<b>Answer</b>	<b>The County does not desire to modify current termination language and such shall remain as found within the solicitation and associated contract documents.</b>

**NOTICE: THE QUESTION DEADLINE FOR THIS SOLICITATION HAS PASSED. IT IS NOT THE INTENT OF THE COUNTY TO ADDRESS FURTHER QUESTIONS RECEIVED UNLESS DEEMED, AT THE SOLE DISCRETION OF THE COUNTY, IN ITS BEST INTEREST.**

**BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.**

**ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.**

Lindsay Cepero on behalf of  
Procurement Analyst David Jones  
Procurement Analyst Direct Line: 239-533-8864  
Lee County Procurement Management

**FY19 LANDFILL TONS**

<b>INBOUND LHLF (TNS)</b>	<b>Oct-18</b>	<b>Nov-18</b>	<b>Dec-18</b>	<b>Jan-19</b>	<b>Feb-19</b>	<b>Mar-19</b>	<b>Apr-19</b>	<b>May-19</b>	<b>Jun-19</b>	<b>Jul-19</b>	<b>Aug-19</b>	<b>Sep-19</b>	<b>Total</b>
SLUDGE <sup>1</sup>	3,485.33	3,993.61	5,126.59	7,323.31	7,872.40	7,503.09	6,255.52	5,832.90	4,794.06	4,629.25	4,987.25	4,588.78	<b>66,392.09</b>
MSW	6,564.83	5,260.93	2,401.77	3,462.19	2,426.84	5,798.44	4,779.72	2,651.18	2,586.88	2,619.12	2,389.71	3,147.66	<b>44,089.27</b>

<sup>1</sup> - 56,114 tons of Inbound LHLF Sludge were processed at the compost facility and the remainder landfilled.

Source: S:\Solid Waste\FISCAL\FACILITY DATA BY FY\Monthly Data FY19 by facility.xlsx