



Addendum #2
ITN #29-23, Single Stream Recycling Processing
March 27, 2023

NOTICE IS HEREBY GIVEN that the following addendum serves to provide clarification and to answer the questions received on Invitation to Negotiate #29-23, Single Stream Recycling Processing.

Please note that Deletions / Additions have been made to the solicitation. Please reference the City or Clearwater's Purchasing Solicitations at: <https://www.myclearwater.com/Business-Development/Doing-Business-with-the-City/Purchasing-Solicitations> for the latest changes.

Remove: Invitation to Negotiate # 29-23
Replace: **REVISED** Invitation to Negotiate # 29-23

Please remove the earlier version of the Invitation to Negotiate # 29-23 and replace with **REVISED** Invitation to Negotiate # 29-23.

Note: All deletions to the document will be presented as: **Deletions**; All additions to the document will be presented as: **Additions**

Question 1: Page 7 - Instructions (i27) Cost Justification – Would the City be agreeable to removing this requirement as certain financial information may be sensitive or confidential?

Answer to Question 1: Any exceptions to the City's standard Terms and Conditions shall be noted on the EXCEPTIONS/ADDITIONAL MATERIAL/ ADDENDA form, page 23 of the solicitation in order to be reviewed and considered. Reference STANDARD TERMS AND CONDITIONA, S.13, OPENNESS OF PROCUREMENT PROCESS, pages 10-11 and RESPONSE ELEMENTS, 2. Proposal Format for information regarding confidential information.

Question 2: Page 8 - Standard Terms/Conditions (S7) – Non-Exclusivity – Would the City agree that this provision (S.7) is not applicable to this ITN and that the arrangement will be exclusive?

Answer to Question 2: See Answer to Question 1 above.

Question 3: Page 12 – Standard Terms/Conditions (S20) – Termination for Convenience – Will the City allow the Termination for Convenience provision to be mutual (i.e., a right of both parties?).

Answer to Question 3: See Answer to Question 1 above.

Question 4: Page 16 – Detailed Specifications (2) Background – Please clearly define “Partner Municipalities”. Which municipalities and with how much monthly volume in Tons? Are there currently intermunicipal agreements in place?

Answer to Question 4: Partner municipalities include the Town of Belleair and the City of Safety Harbor, which the City provides for the collection and/or processing of Program



Materials at a cumulative monthly volume averaging 150-175 Tons. There are presently no intermunicipal agreements in effect.

Question 5: Page 13 – S.25 Indemnification/Liability – Would the City agree that the contractor does not have an obligation to indemnify the City for claims arising from the City’s negligence or wrongful conduct?

Answer to Question 5: See Answer to Question 1 above.

Question 6: Page 16 & 17 – Detailed Specifications (4) Additional Specifications – Some changes/clarifications we would need to the commodity Indexes to be used in the Average Material Value (AMV):

- What composition will be used at the outset of the agreement and at what intervals would that be updated? **The composition formula utilized to project the initial AMV will be based on the December 2022 Materials Composition Analysis. Reference Exhibit A_City of Clearwater Composition Analysis.**
- As part of the AMV, the combined cost to transport and dispose of contamination/residue must be included at the percentage allocated in the total composition. This cost would be stated in an example AMV provided in our proposal. Please confirm this will be allowed. **Costs associated with disposal of residue or contaminated material may be included in the AMV to the extent of the material composition.**
- For Sorted Residential Paper (#56), this is sold as Mixed Paper (#54) and would be marketed at the same price as Mixed Paper – please confirm this is acceptable to the City? **Secondary indices are permissible per Section 4 “ADDITIONAL SPECIFICATIONS” upon mutual agreement between the City and awarded Vendor based upon recent pricing data, to be negotiated in the form of a final contract.**
- There is no longer enough Aseptic in the stream to market as a sperate item and whatever small amount that would show up in the composition would be entered as a \$0/ton item but would still be accepted. Please confirm this is acceptable. **Reference REVISED Invitation to Negotiate # 29-23, DETAILED SPECIFICATIONS, 4. Additional Specifications (C), page 18 of the solicitation.**
- As we often have to settle for less than the “high” part of the pricing range in poor markets, we do not agree with paying the \$5/ton over the posted high for Residential Paper or the \$10/ton over the posted high for Old Cardboard Containers. We will agree to pay the average between the posted high and low points in the range – please confirm this would be acceptable? **Reference REVISED Invitation to Negotiate # 29-23, DETAILED SPECIFICATIONS, 4. Additional Specifications (C), page 18 of the solicitation.**
- We use the SMP (Secondary Materials Pricing) Index for fiber materials rather than RISI. Examples can be provided. Please confirm this is acceptable. **Reference REVISED Invitation to Negotiate # 29-23, DETAILED SPECIFICATIONS, 4. Additional Specifications (C), page 18 of the solicitation.**
- We use SMP for Glass pricing. Please confirm this is acceptable. **Reference REVISED Invitation to Negotiate # 29-23, DETAILED SPECIFICATIONS, 4. Additional Specifications (C), page 18 of the solicitation.**



Question 7: Page 18 – Detailed Specifications (6A) Delivery Requirements – the stated volume range is not detailed enough for a proposal to be submitted. The City has historically delivered no more than slightly over 700 tons per month and that includes some other “partner municipalities. Please provide a list of all participating municipalities with the average monthly volume for each. Also confirm whether the City is seeking out new additional partner cities and if there are intermunicipal agreements in place?

Answer to Question 7: *The stated volume range of Program Materials shall fluctuate from time to time, however, is anticipated to remain between 750 to 1,000 tons of delivered material monthly. See Answer to Question #4 above. The City is presently not seeking to enter into service agreements with additional municipalities at this time.*

Question 8: Page 18 – Detailed Specifications (6A) Delivery Requirements -Please confirm if a proposer can limit the amount of monthly volume accepted with their submittal.

Answer to Question 8: *Respondents may not place a limit on the monthly amount of accepted Program Materials below the stated volume range.*

Question 9: Page 18 – Detailed Specifications (6E) Delivery Requirements – How does letter E tie into the Force Majeure section on pages 14 & 15? While a Contingency Plan can certainly be provided, there may be times, such as a damaging fire at the recycling facility, where material must be diverted. If the Contingency Plan is maximized and material still has no where to viably be sent, there should be language for disposal at a Waste to Energy Facility of landfill strictly as a last resort. Please confirm this would be acceptable?

Answer to Question 9: *The requirement of a Contingency Plan is intended to provide for identified protocols to regularly maximize the processing of Program Materials as a recyclable commodity. This requirement is not intended to substitute or conflict with the expressed terms outlined in the Force Majeure clause.*

Question 10: Page 19 Insurance Requirements – Please confirm Professional Liability/Malpractice/Errors or Omissions Insurance is not required?

Answer to Question 10: *The City is amenable to negotiating the Professional Liability insurance requirement in the form of a final contract with the awarded Vendor.*

Question 11: Page 19 Insurance Requirements – The contractor’s insurance policies are managed uniformly on a company-wide basis and the deductibles/SIR cannot be reduced or eliminated – please confirm the City will omit the requirement of reducing/eliminating the deductible/SIR?

Answer to Question 11: *The City will not be removing this requirement. All exceptions to the bid specifications shall be noted on the EXCEPTIONS/ADDITIONAL MATERIAL/ADDENDA form, page 23 of the solicitation.*

Question 12: Page 21 – Milestones (2) Extension – Would the City agree to limit any extension period to 180 days?

Answer to Question 12: *The City is amenable to negotiating the extension period in the form of a final contract with the awarded Vendor.*



Question 13: Page 21 – Milestones (3) Renewal –Would the City agree that any renewal would be mutually agreed upon (not at the sole discretion of the City)?

Answer to Question 13: *The City is amenable to negotiating the renewal stipulations in the form of a final contract with the awarded Vendor.*

Question 14: Page 21 – Milestones (4b) Pricing – Can the City make the CPI increase at the renewal anniversary an automatic increase (in no way discretionary)?

Answer to Question 14: *Upon the renewal anniversary, Contractors are required to submit a written request to the City for any price increase(s). Reference MILESTONES, 4. Prices (b), page 23 of the REVISED solicitation.*

Question 15: Page 21 – Milestones (4a) Pricing – We cannot agree to the provision that certifies the City will be offered the lowest price for services. Our costs are constantly changing and contingent upon numerous and varied factors. Please confirm this provision can be removed.

Answer to Question 15: *See Answer to Question 1 above.*

End of Questions and Answers

All other dates and terms and conditions remain the same in this Invitation to Negotiate.

End of Addenda