



CITY OF ATLANTA

SUITE 1900
55 TRINITY AVENUE, SW
ATLANTA, GA 30303
(404) 330-6204 Fax: (404) 658-7705
Internet Home Page: www.atlantaga.gov

DEPARTMENT OF PROCUREMENT
Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP,
CIPC, CISCC, CIGPM
Chief Procurement Officer
asmith@atlantaga.gov

Kasim Reed
Mayor

December 14, 2015

Dear Potential Proponents:

Re: FC-8544, Annual Contract for the Disposal of Municipal Solid Waste

Attached is one (1) copy of **Addendum Number 2**, which is hereby made a part of the above-referenced solicitation.

For additional information, please contact LaVern F. Tate, Esq., Contracting Officer, at (404) 865-8996 or by email at lfate@atlantaga.gov.

Sincerely,

Adam L. Smith

ALS/lft



**FC-8544, Annual Contract for the Disposal of
Municipal Solid Waste
Addendum No. 2
December 14, 2015
Page -2-**

ADDENDUM NO. 2

This Addendum No. 2 forms a part of the Request for Proposals and modifies the original solicitation package and any prior Addenda as noted below and is issued to incorporate the following:

1. **Response to Questions:** Attachment No. 1 (Total of 74 questions).
2. **Revised Exhibit B, Definitions:** Attachment No. 2 (Revised to include additional terms).
3. **Correction to Exhibit A, Scope of Services, Section 2.3:** "City Center" location is the intersection of Joseph E. Boone and Joseph E. Lowery. The physical address which should be used as a point of reference is the following address: 911 Joseph E. Boone Blvd, NW, Atlanta, GA 30314.

The Proposal due date HAS been modified and Proposals are due on Wednesday, December 23, 2015 and should be time stamped in no later than 2:00 P.M. EST and delivered to the address listed below:

Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP,
CIPC, CISCC, CIGPM
Chief Procurement Officer
Department of Procurement
55 Trinity Avenue, S. W.
City Hall South, Suite 1900
Atlanta, Georgia 30303

****All other pertinent information is to remain unchanged****

**FC-8544, Annual Contract for the Disposal of
Municipal Solid Waste
Addendum No. 2
December 14, 2015
Page -3-**

Acknowledgment of Addendum No. 2

Proponents must sign below and return this form with Proposal response to the Department of Procurement.

Proponents must sign below and return this form with Proposal to the Department of Procurement, 55 Trinity Avenue, City Hall South, Suite 1900, Atlanta, Georgia 30303 as acknowledgment of receipt of this Addendum.

This is to acknowledge receipt of Addendum No. 2 for **FC-8544, Annual Contract for the Disposal of Municipal Solid Waste** on this the _____ day of _____, 20__.

Legal Company Name of Proponent

Signature of Authorized Representative

Printed Name

Title

Date

Attachment No. 1

1. Question

Is the Subcontractor required to complete Forms 2, 3, 4, 5, 6, 7, 8, 9, 10? What Forms does the Subcontractor have to submit?

Answer

Forms in Part 4, Required Submittals Forms, are not submitted by the subcontractor. Forms in Part 4 are required submittals for the Proponent(s).

2. Question

Cities and Counties are no longer required to have Solid Waste Comprehensive Plans, can the City omit this requirement?

Answer

If a city or county does not, the site Solid Waste Comprehensive Plan will be accepted.

3. Question

We are asking for an extension on the due date of this RFP.

Answer

Granted. Reference Addendum No.1 for the extended due date.

4. Question

The RFP describes the waste as Municipal Solid Waste (“MSW”), but there is nothing in the bid or the sample contract that describes what constitutes MSW? Is it possible for the City to clarify its definition of this material? This RFP also does not clarify what is a non-hazardous waste.

Answer

The city defines MSW as household waste from curbside collection, multi-family waste, or right of way litter removal. Some Yard debris may be in some loads, but if it is, it should be minimal. Additionally, the definitions can be found in the Code of Federal Regulations Title 40.

5. Question

Regulatory Requirements (3.3 and 3.4), requests that a respondent “Furnish certification from the local jurisdiction that the solid waste handling and/or disposal facility is consistent with the municipal or regional long range solid waste management plan.” The next bullet point requests that the respondent “Furnish a copy of the Comprehensive Solid Waste Management Plan for the host jurisdiction of the solid waste handling and/or disposal facility.” Both of these are housed in the same document. Please let us know if this assessment is accurate. If not, please provide an example of the types of documents that you are requesting.

Answer

If the host jurisdiction solid waste plan and disposal facility are in the same document, that is fine.

6. Question

Required Submittal (Form 3), includes information that does not typical apply to corporations. Is it okay for our team to submit our Form 10-K? This is an annual report required by the U.S. Securities and Exchange Commission (SEC) that gives a comprehensive summary of a company's financial performance. See attached.

Answer

Yes.

7. Question(s)

Under the header, Joint Venture Participation on City of Atlanta EBO Projects –

7a) requires pre-approval no later than 14 calendar days prior to the date set for receipt of bids on an eligible project. However, due to the Thanksgiving holiday week this made it impossible to secure a JV in such a short timeframe. Is it possible to request an extension to provide our corporate offices with sufficient time to comply with this request?

7a) Answer

It is not mandatory for proponents to submit proposed JV agreements to the Office of Contract Compliance for review and pre-approval no later than fourteen (14) calendar days prior to the date set for receipt of bids. OCC offers this free service as a courtesy, and the courtesy review does not remove the proponent from the responsibility to submit the executed JV agreement with their bid response package on or before the date set for receipt of bids. DOP will make a determination if any requests for extensions are warranted.

7b) is the JV required to be an equal partnership.

7b) Answer

No. The JV arrangement can be whatever arrangement the parties agree to so long as the JV document contains (at a minimum) the components as referenced in the section of the “Appendix A” document labeled “Components of a Joint Venture Agreement” on page 6.

7c) as a publically traded company, our firm does not have an “owner” that can be identified by race or gender. We have thousands of stockholders who “own” this stock. Please explain how a publically traded firm can comply with this directive.

7c) Answer

Office of Contract Compliance determines on a project-by-project basis whether mandatory non-discriminatory outreach efforts to enter into a joint venture shall be required. OCC has made such a determination on the subject project. OCC does not require firms interested in forming a JV to pursue a City of Atlanta contracting opportunity at the Prime level to form a separate entity. At least one of the joint venture member businesses must have different race ownership, different gender ownership or both. A publically traded company does not have an “owner” that can be identified by race or gender. As such, it cannot be certified as an M/FBE by the City of Atlanta. That publically traded firm would be expected to have good faith non-discriminatory outreach efforts to identify a COA certified M/FBE firm to JV with them in pursuit of the above referenced procurement. Any minority and/or female business enterprise members of the joint venture on projects on which a Joint Venture is required must be certified as such by the Office of Contract Compliance, and the joint venture team shall include in its bid submittal the M/FBE certification number of each M/FBE joint venture member.

7d) bidders will be required to form a Joint Venture, I assume with minority or women-owned firms. Appendix A (page 6) states that the City encourages, where economically feasible, the establishment of joint ventures. So is this a requirement, or would bidders be allowed to bypass the formal requirement if they have a solid subcontracting plan in place? It also states that a joint venture may submit its agreement to the City for pre-approval no later than 14 calendar days prior to the bid deadline, which has already passed. Will the City allow a firm to submit a bid in its name, and form the joint venture later if the company is awarded the contract, or will the JV need to be established and named in the bid?

7d) Answer

Office of Contract Compliance determines on a project-by-project basis whether mandatory non-discriminatory outreach efforts to enter into a joint venture shall be required. OCC has made such a determination on the subject project. OCC does not require firms interested in forming a JV to pursue a City of Atlanta contracting opportunity at the Prime level to form a separate entity. At least one of the joint venture member businesses must have different race ownership, different gender ownership or both. Any minority and/or female business enterprise members of the joint venture on projects on which a Joint Venture is required must be certified as such by the Office of Contract Compliance, and the joint venture team shall include in its bid submittal the M/FBE certification number of each M/FBE joint venture member. It is not mandatory for proponents to submit proposed JV agreements to the Office of Contract Compliance for review and pre-approval no later than fourteen (14) calendar days prior to the date set for receipt of bids. OCC offers this free service as a courtesy, and the courtesy review does not remove the proponent from the responsibility to submit the executed JV agreement with their bid response package on or before the date set for receipt of bids.

7e) Part 2 contains the disclosure requirements for the bidder; however, if the bidder were a JV, then most of the responses would be none, because the JV is new and would not have the history behind it. Would this be an appropriate response?

7e) Answer

OCC does not require firms interested in forming a JV to pursue a City of Atlanta contracting opportunity at the Prime level to form a separate entity. The experience of the individual team members will stand for the JV.

8. Question

Part 2, asks for two digital versions of the format on two CDs. The first CD is a copy of the entire proposal. Does this include Volume I and II or only one? If so, which one? The second CD is required to be a redacted document per Code Section 50-18-72(10). The only pertinent code section refer to "...pending, rejected, or deferred sealed bids or sealed proposals and detailed cost estimates related thereto until such time as the final award of the contract is made, the project is terminated or abandoned, or the agency in possession of the records takes a public vote regarding the sealed bid or scaled proposal, whichever comes first." Therefore, it is assumed that the cost proposal should not be included. Please confirm.

Answer

The proposal consists of the required Informational Proposal as defined in Part 2, Section 2. The Cost Proposal may be disclosed to the public, and the cost proposal should not be redacted.

9. Question

Section 5.4, the City can suspend services at any time for any reason. Can the City confirm they types of events would trigger suspension (for example, due to lack of funding or a force majeure event) or would the City be entitled to stop and start services at its discretion?

Answer

The "any and all of the Services to be performed under this agreement" language in this section may be broadly construed. Events illustrative of possible triggers may also be broadly construed as it relates to permitting plan, inspection services, and other performance contemplated under this agreement.

10. Question

Section 6.6.3 states that the Service Provider cannot transfer, reassign or replace any key personnel or a key subcontractor (except as the result of retirement, termination for cause, illness, death or disability) without approval from the City. Can the City provide details about this approval process?

Answer

This is a notice requirement. Written approval by the City must be provided upon a properly noticed request from the Service Provider of any key personnel and key subcontractor changes.

11. Question

Section 8.3 provides that all taxes, levies, duties and assessments are included in the rates. This does not take into consideration any taxes, fees or assessments that may be imposed during the term that are not yet promulgated. Since there are no provisions for rate adjustments, other than a fuel surcharge, would the City consider adding a provision that in the event any local, state or federal agency imposes a new tax or fee, or increases an existing tax or fee, that the Service Provider would be able to pass that through to the City?

Answer

If Proponent wishes to take exception to any provisions in the Agreement, such should be included in the submittal.

12. Question

Section 9.4 requires that any equipment provided be new and of clear title. Please clarify that this standard only applies to equipment being purchased by the City, and does not include equipment or materials owned by Service Provider and used in performing the Services.

Answer

Materials and equipment purchased from the Service Provider by the City should satisfy the requirements of this section.

13. Question

Section 12.5, our Company takes exception to this provision for any intellectual property rights already owned or held by Service Provider or its affiliated companies.

Answer

The City will not allow any adjustment to this section.

14. Question

Section 13.1.4, if any inspection or audit reveals that the City has overpaid any amounts, the Service Provider must reimburse the City for such amounts, plus interest. How will the City calculate this interest rate?

Answer

The provision allows for the lower of either one-half percent (0.5%) per month or a rate permissible under Applicable law as provided for in Section 13.14.

15. Question

Section 15 – Note the limitations on damages. There is no exception allowed in Section 15.2 for environmental damages, but even with the addition of damages related to environmental claims, this Section provides for very limited protection to a respondent by the City in connection with any environmental consequences for nonconforming waste. Will the City allow for the mitigation of damages if the City delivers nonconforming waste to our transfer stations or landfills?

Answer

See Answer to Question 11.

16. Question

Section 18.4 & 18.5 – The City can terminate for any reason with or without cause upon 14 days written notice. In addition, the City can terminate for lack of appropriations. We request a longer period of notice, and on to provide that the City may only terminate for lack of appropriation to the extent that the City does not fund (or no longer funds) solid waste management or handling services.

Answer

See Answer to Question 11.

17. Question

Exhibit A. Section 2.6, of are the items that require special handling limited to the items identified in Section 6.3?

Answer

Generally, some items may need special locations for disposal. As for collections, the residential collections will not be disposed of at a location more than twenty-five (25) miles from the city center. As for other items, they may need to go to a facility further than twenty-five (25) miles away.

Section 6.3 is anticipated special wastes; however, due to the uncertain nature of wastes that can be generated in the City, other wastes not specifically identified are possible. The information Proponent provides for Scope of Work, Section 2.5 regarding the type of material accepted will be used to determine the requirements for Section 2.6.

18. Question

Section 3.5, we want to take exception to this. It is our preference to notify the City immediately if any requirements and certificates are terminated.

Answer

If any company loses any required permits to operate a facility or any other reason, the City would need to know.

19. Question

Section 7.9 and 7.10, there is a time limit for completion of weighing, and tipping time, and cost for failure to meet the turnaround time. How will the City regulate this requirement?

Answer

The City would visit the facility to see what the wait times are and schedule a meeting with the service provider to discuss.

20. Question

Section 8.0, there is a fuel surcharge based on transportation. Is there any provision for increases in disposal costs over the three (and possibly five) year term? What about increases imposed by law or regulation affecting disposal rates (as noted above)?

Answer

The City is looking for a constant rate over the length of the contract. Any discussions can be had during the contract term for any future or unseen rate increases to the service provider. Refer to Answer for Question 11.

21. Question

Exhibit B, we ask for definitions for MSW, White Goods, Dead Animals, Asbestos and a definition for Excluded Materials, which would include hazardous materials or waste that is prohibited from being received, managed or disposed of at a transfer, storage or disposal facility by federal, state or local law, regulation, ordinance, permit or other legal requirement.

Answer

See Attachment No. 2. For excluded materials refer to Answer for Question 4.

22. Question

3.2.3.4- Requests letters of recommendation on letterhead, unfortunately, due to the holiday seasons it has been very difficult getting in touch with customers in a timely manner. It is possible to submit a list of reference in the following format-

Cherokee County
1130 Bluffs Parkway
Canton, GA 30114
Jerry Cooper, County Manager
404-493-6000
Customer since 1994
Estimated monthly revenue \$11,000.00 to haul and dispose of municipal solid waste

Answer

No. Letterhead from references include electronic communications that can be reduced to a hard copy with an identifiable origination of the communication such as a signature block, logo or email address with a domain representative of electronic communications in the ordinary course of business.

23. Question

4.1, Each Informational Proposal must be submitted on double-spaced, typed-pages. We ask an exemption from double-spacing. This creates unusual formatting issues due to the length of the response.

Answer

The formatting required is to allow for the efficient review of responses. Thus, double-spacing is required.

24. Question

Part 1, Section 4: Please advise what City Code or Ordinance governs the withdraw of offers.

Answer

If the inquiry is regarding Section 5, exceptions which govern the withdrawal of offers are cited under the City Code of Ordinances Section 2-1188.

25. Question

Part 4, Questionnaire, Item 2: In order to provide the City with the most current and relevant information, can (1) the 10 year period be reduced to 5 years, (2) can the citations/notices be limited to the facilities that the Contractor will utilize to provide the disposal services, (3) can car/truck accidents be excluded, (4) can breach of contract be limited to contracts for the provision of waste services, and (5) can “similar conduct” be deleted or further defined?

Answer

No.

26. Question

Part 4, Questionnaire, Item 3: Can the City please clarify what it means by “an owner”? Can the City delete “or otherwise” or further define it?

Answer

Owner is the individual with control as opposed to an entity.

27. Question

Part 4, Questionnaire, Item 5: In order to provide the City with the most current and relevant information, can (1) the 10 year period be reduced to 5 years, and (2) can the

citations/notices be limited to the facilities that the Contractor will utilize to provide the disposal services?

Answer

This is a required disclosure for Respondent, and the failure to sufficiently complete this disclosure may result in the Respondent being deemed non-responsive.

28. Question

Part 4, Questionnaire, Item 6: In order to provide the City with the most current and relevant information, can the 10 year period be reduced to 5 years? Under (c), a response to this question requires significant research to determine what was adverse and whether it arose from activities of the Contractor. Can this be deleted as it appears relevant information will be provided under items 2, 3, 4, 5 and 6(a) and (b)?

Answer

See Answer to Question 27.

29. Question

Part 4, Questionnaire, Item D, Sub-item (g): Can this be clarified to be included in only subcontracts or purchase orders related to the disposal services?

Answer

This is a requirement for a successful Proponent.

30. Question

Part 4, Required Submittal (Form 3), Part B: In item 1, will audited consolidated financial statements of the Contractor's ultimate parent entity suffice? If financial statements are submitted, does item 2 still need to be completed?

Answer

Yes, audited consolidated financial statements of the Contractor's ultimate parent entity suffice. Yes, a response to item 2 is required, on Form 3, page 4 of 5, if financial statements are submitted.

31. Question

Part 5, Services Agreement, Section 2.2: Can this be modified to require Contractor's consent to renew?

Answer

The City will not allow any adjustment to this section.

32. Question

Part 5, Services Agreement, Section 5.4: The City's right to suspend is not based on Contractor's breach or non-performance and there is not time period for such suspension.

Will the City permit Contractor to terminate the agreement if the suspension is in excess of 60 days? Without the suspension being based on Contractor's breach or non-performance and there being not time period for such suspension, Contractor cannot commit the disposal capacity to any other third party.

Answer

The City will not allow any adjustment to this section.

33. Question

Part 5, Services Agreement, Section 6.3: Can this be clarified so as to not require providing records to the City that are personal or confidential to the applicable personnel?

Answer

Confidentiality of relevant records is implied under this section as required by Applicable laws.

34. Question

Part 5, Services Agreement, Section 6.5: Can "sole discretion" be changed to "reasonable discretion"?

Answer

The City will not allow any adjustment to this section.

35. Question

Part 5, Services Agreement, Section 8.3: Can the last sentence be clarified to apply to taxes existing as of the date of the Contractor's proposal?

Answer

Tax liability during the contract term is the relevant period.

36. Question

Part 5, Services Agreement, Section 12: This section does not apply to the services the Contractor will be providing. Can it be deleted?

Answer

The City will not allow any adjustment to this section.

37. Question

Part 5, Services Agreement, Section 13.1: Can records subject to confidentiality obligations with third parties and trade secrets be excluded from the audit provisions? Regarding implementation of audit changes, can this be clarified so any correction is for non-compliance with the contract documents?

Answer

The City's audit rights under this agreement will comport with Applicable Laws.

38. Question

Part 5, Services Agreement, Section 14.1(a): Can this be qualified to apply to the Contractor's negligence and exclude any acts or omissions by or at the direction of the City as provided in (c)?

Answer

The City will not allow any adjustment to this section.

39. Question

Part 5, Services Agreement, Section 14.2: This section does not apply to the services the Contractor will be providing. Can it be deleted?

Answer

The City will not allow any adjustment to this section.

40. Question

Part 5, Services Agreement, Section 18.4, Second Sentence: Will the City please clarify that the waiver does not waive claims existing prior to such termination?

Answer

Pending damages claims raised by the Service Provider at the time of termination for convenience may be satisfied under Section 18.6.

41. Question

Part 5, Services Agreement, Section 18.6: Item (ii), does not appear applicable to the services. Can it be deleted? If not, how does the City see that item (ii) is applicable to the services? For item (iii), such assignment could only be if permitted or consented to and would need to include the City's assumption of the contract. Is that something that can be clarified?

Answer

The City will not allow any adjustment to this section. Performance contemplated under this agreement should be broadly construed as it relates to Exhibit A, Scope of Services. Additional information related to the inquiry related to the assumption of agreements would have to be related to services performed under City's contract.

42. Question

Part 5, Services Agreement, Exhibit A Scope of Services, Section 4.0: Please confirm that such disclosure only applies to the facilities the Contractor proposes to utilize for the disposal services.

Answer

Confirmed. Under Section 4.0 of the Scope of Services, Exhibit A, disclosure only applies to the facilities the Service Provider proposes to utilize for the disposal services.

43. Question

Part 5, Services Agreement, Exhibit E: This appears to provide that Contractor has 3 days from knowledge thereof to notify the City of any claims or such claims are waived. Is this the City's intention? If so, can the City delete this concept as three days is not adequate time for a claim to be evaluated and noticed. In addition, if there is to be such a period of time, can such period of time also apply to claims by the City?

Answer

Waiver of claims is not expressly stated. Notice within the stated period is required for circumstances which may require either compensation or adjustment for any work.

44. Question

Appendix A, Office of Contract Compliance Requirements, Page 7: The City appears to be mandating participation in the services by certified minority and female firms in the amount of 24.3% AABE and 4,7% FBE. Please confirm. Is this mandate also the reason for this RFP requiring responses from joint ventures? In the current contract and the prior RFP, it doesn't appear that there was a required joint venture concept. Is the City amenable to proposals not from a joint venture, but from a proposer that will meet the minority and female participation goals through a subcontracting arrangement with such minority and female firms where the required percentages for participation are achieved in such structure? Where are the "procurement categories" listed for determining what the minority and female participation goals apply to?

Answer

On eligible COA contracting opportunities that have an estimated value of \$5,000,000.00 or greater, the Office of Contract Compliance determines on a project-by-project basis whether mandatory non-discriminatory outreach efforts to enter into a joint venture shall be required. OCC has made such a determination on the subject project. The JV requirement is separate and apart from the subcontracting availability goals. However, if the COA certified minority or female owned business is also a minority interest holder in the JV, the value of the certified minority JV team members' self-performance can be counted toward the participation goal. Also, OCC does not require firms interested in forming a JV to pursue a City of Atlanta contracting opportunity at the Prime level to form a separate entity.

45. Question

Will the City consider an annual CPI adjustment on the disposal rates?

Answer

The City is looking for a constant rate over the length of the contract. All adjustments must be agreed upon prior to contract execution.

46. Question

Will the City provide language that the Contractor may terminate the service agreement if the City is in breach and fails to cure such breach in a reasonable or designated period of time?

Answer

The City will not allow any additional provisions for Service Provider's termination rights.

47. Question

To the extent waste materials delivered (including those generated by the City) are hazardous/unacceptable wastes what happens? Will the City retain title to and responsibility for the costs of disposing of hazardous/unacceptable wastes?

Answer

For collections, the City will retain the title and responsibility for cost of disposing of hazardous or unacceptable wastes.

48. Question

For special wastes generated by the City, will the City complete and submit to Contractor any customary documentation used in the waste industry for profiling and identifying the composition and risks associated with the special waste?

Answer

Yes.

49. Question

Please clarify that the City will be responsible for all transportation of the materials to the Contractor's designated disposal facilities.

Answer

Confirmed.

50. Question

What is the anticipated start date of the service agreement?

Answer

The anticipated start date for the agreement is May 30, 2016.

51. Question

How are the rates determined if the renewal terms are exercised?

Answer

See Answer to Question No. 45.

52. Question

In the event there are new, or increases to existing, fees and taxes on the disposal services, will the City agree to allow the Contractor to petition for a rate adjustment?

Answer

See Answer to Question No. 51.

53. Question

Exhibit A, Scope, Section 2.3 – “City Center” – The point of reference used by the City is the intersection of Simpson Rd NW and Joseph E Lowery NW - Simpson road turns into Joseph E. Boone, does the City mean the intersection of Joseph E. Boone and Joseph E Lowery, will the City provide a physical address that could be used as a point of reference for this task?

Answer

Refer to Addendum for Scope of Services Correction, Section 2.3.

54. Question(s)

Republic Services would like to request the following changes in reference to the City of Atlanta’s insurance requirements:

- 54a) Removal of form 4.1 (both places), as noted – and provide attached certificates in form 4.1 (both places) in its place.

54a) Answer

Form 4.1 is a required submittal. Failure to submit this form may deem the Respondent non-responsive.

- 54b) Due to changes in statutory law, court decisions or circumstances surrounding either” as noted, to City’s ability to adjust requirements on a going forward basis.

54b) Answer

Modification or adjustment to any requirement is not readily ascertainable from this statement.

- 54c) Revise A (2) in Appendix B as noted – this is to clarify how Republic’s certificates are issued and the type of information that can be included.

54c) Answer

See Answer to Question 54b.

- 54d) Revise “authorized” to read “approved” as noted – Republic’s pollution carrier is a surplus lines carrier so this change is for clarification

54d) Answer

The City will not allow any adjustment to this section.

- 54e) Remove “or for any other reason is or becomes unsatisfactory to City” as noted – City has already stipulated elsewhere in the agreement what is and isn’t an acceptable insurer.

54e) Answer

See Answer to Question 54d.

- 54f) Revise “shall warrant when signing” to “shall warrant by signing” as noted (both places) – this is for clarification.

54f) Answer

See Answer to Question 54b.

- 54g) Revise the requirement from the agent being licensed to the insurers being approved –

54g) Answer

See Answer to Question 54d.

- 54h) Revise “in the description section” to read “on the insurance certificate” as noted – Republic uses a standard ACORD form template and this template doesn’t allow for any information (other than division information) to be included in the description section. That type of information is included on page 2 of the certificate.

54h) Answer

No revision of the language will be made. However, this adjustment is allowed as long as the pertinent information is contained on the document.

- 54i) Remove the reference to “professional liability” as noted – this is not applicable to the service that Republic provides and is not required elsewhere in the agreement.

54i) Answer

See Answer to Question 54d.

- 54j) Remove the requirements for the CGL policy to include cover for medical expense and pesticide or herbicide application, as noted – this is not applicable to the service that Republic provides and is not cover that Republic purchases.

54j) Answer

See Answer to Question 54d.

55. Question(s)

- 55a) Appendix A, Office of Contract Compliance Requirements, Page 7: The City appears to be mandating participation in the services by certified minority and female firms in the amount of 24.3% AABE and 4,7% FBE. Please confirm. Is this mandate also the reason for this RFP requiring responses from joint ventures? In the current contract and the prior RFP, it doesn't appear that there was a required joint venture concept. Is the City amenable to proposals not from a joint venture, but from a proposer that will meet the minority and female participation goals though a subcontracting arrangement with such minority and female firms where the required percentages for participation are achieved in such structure? Where are the "procurement categories" listed for determining what the minority and female participation goals apply to?

55a) Answer

On eligible COA contracting opportunities that have an estimated value of \$5,000,000.00 or greater, the Office of Contract Compliance determines on a project-by-project basis whether mandatory non-discriminatory outreach efforts to enter into a joint venture shall be required. OCC has made such a determination on the subject project. Also, OCC does not require firms interested in forming a JV to pursue a City of Atlanta contracting opportunity at the Prime level to form a separate entity.

- 55b) Can the diversity contracting goals can be achieved by direct subcontracting, indirect participation, JV and direct purchase of materials and supplies.

55b) Answer

The JV requirement is separate and apart from the subcontracting availability goals. However, if the certified minority or female owned business is also a minority interest holder in the JV, the value of the certified minority JV team members' self-performance can be counted toward the participation goal.

- 55c) Who is the certifying agencies are for AABE and FBE

55c) Answer

The City of Atlanta Mayor's Office of Contract Compliance (OCC) is the only certifying body for businesses wishing to be included in the City's EBO and SBE programs. The Ga. Department of Transportation (G-Dot) and M.A.R.T.A. certify for the DBE program which OCC administers on City procurements that include federal funding.

55d) Are of Code of Ordiance online for the City of Altanta.

55d) Answer

Yes. Refer to link:

https://www.municode.com/library/ga/atlanta/codes/code_of_ordinances

Attachment No. 2

EXHIBIT B **DEFINITIONS**

When used in the Contract Documents, the following capitalized terms have the following meanings:

“Applicable Law(s)” means all federal, state or local statutes, laws ordinances, codes, rules, regulations, policies, standards, executive orders, consent orders, orders and guidance from regulatory agencies, judicial decrees, decisions and judgments, permits, licenses, reporting or other governmental requirements or policies of any kind by which a Party may be bound, then in effect or which come into effect during the time the Services are being performed, and any present or future amendments to those Applicable Laws, including those which specifically relate to: (a) the business of City; (b) the business of Service Provider or Service Provider’s subcontractors; (c) the Agreement and the Contract Documents; or (d) the performance of the Services under this Agreement.

“Charges” means the amounts payable by City to Service Provider under this Agreement.

“City Security Policies” means the policies set forth in **Exhibit D**.

“Code” means the Code of Ordinances for the City of Atlanta, Georgia, as amended.

“Contract Documents” include this Agreement and the exhibits and other documents attached or referenced herein as well as any authorized changes or addenda hereto.

“Facility” or “Facilities” means the physical premises, locations and operations owned or leased by a Party and from or through which Service Provider will provide any Services.

“Force Majeure Event(s)” means acts of war, domestic and/or international terrorism, civil riots or rebellions, quarantines, embargoes and other similar unusual governmental actions, extraordinary elements of nature or acts of God.

“Party” or “Parties” means City and/or Service Provider.

“Person” means individuals, partnerships, agents, associations, corporations, limited liability companies, firms or other forms of business enterprises, trustees, executors, administrators, successors, permitted assigns, legal representatives and/or other recognized legal entities.

“Service Provider Personnel” means and refers to Service Provider employees or subcontractors hired and maintained to perform Services hereunder.

“Third Party” means a Person other than the Parties.

“MSW” means Municipal Solid Waste which is household, multi-family, street sweeping, and/or litter control pick up.

“White Goods” means washers, dryers, refrigerators (Freon removed), or any household appliance.

“Dead Animals” means the carcass of an animal.

“Asbestos” means a heat-resistant fibrous silicate mineral that can be woven into fabrics, and is used in fire-resistant and insulating materials.