CITY OF ATLANTA

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

April 18, 2016

Dear Potential Proponents:

Re: FC-8766, Annual Contract for Dewatering, Hauling & Disposal Services

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

For additional information, please contact Ms. Joyce Webb, Contracting Officer, at (404) 330-6893 or by email at jnwebb@atlantaga.gov.

Sincerely,

Adam L. Smith 14/83

Adam L. Smith

ALS/jnw

ADDENDUM NO. 2

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

- **Attachment No. 1:** Response to Thirty Six (36) Questions.
- **Revised Proposal Due Date: Tuesday, April 26, 2016 @ 2:00 P.M. EDT.**

The last day for questions was Monday, April 4, 2016 at noon.

The Proposal due date HAS been modified and Proposals are due on Tuesday, April 26, 2016 and should be time stamped in no later than 2:00 P.M. EDT and delivered to the address listed below:

Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP,
CIPC, CISCC, CIGPM, CPPC
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****

Acknowledgment of Addendum No. 2

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-8766, Annual Contract for Dewatering, Hauling and Disposal Services** on this the _____ day of _____, 20___.

_____
Legal Company Name of Proponent

_____
Signature of Authorized Representative

_____
Printed Name

_____
Title

_____
Date

1. One of the requirements to be able to participate would be a "Georgia Class 3 Water License". We are a large company and are currently checking to see if any member of our organization has such a license. However, we wished to inquire if the City of Atlanta would waive this requirement?

Answer: A Georgia Class 3 Water License will be required for services at the Water Treatment Plants. This requirement is not applicable at the Water Reclamation Centers.

2. The RFP states that a Georgia Contractors License is required for the project. It is industry standard for work of this nature not to have this requirement as we are not constructing anything, simply transportation and dewatering services. Can this requirement be waived?

Answer: The requirement for Georgia Utility Contractor's License is not applicable for this project.

3. What is the actual sludge mass disposed for each facility over the last 5 years?

Answer:

Quantity Landfilled (Dry Tons)					
Facility	2011	2012	2013	2014	2015
RM Clayton WRC	2523	451.66	1266.85	8625	11082.53
South River WRC	5109	4326	5791	6320	5997
Intrenchment Creek WRC	0	0	0	0	0
Utoy Creek WRC	0	0	0	0	0
Hemphill WTP	0	1951.83	2699.12	4799.64	5297.04
Chattahoochee WTP	No info	No info	3767.50	4000	3386.99
Quantity Incinerated (Dry Tons)					
Facility	2011	2012	2013	2014	2015
RM Clayton WRC	20455	19451.7	20195.63	12272	9997.14
Utoy Creek WRC	2500 tons over 5 yrs.				

4. Are any treatment process planned which will cause more sludge to be generated?

Answer: No.

5. Is landfilling the only approved disposal method or are others allowed?

Answer: Yes.

6. What is the protocol to submit an alternative proposal for the RFP scope

Answer: The City won't allow any adjustment to the scope as contemplated by the RFP.

7. Is elimination of the City's incinerators still a priority?

Answer: Yes.

8. What is the time line for assigning this RFP?

Answer: Please refer to Part 1, Instruction to Proponents, Section 22 of the RFP.

9. What is the time line for implementation?

Answer: See response to Question 8.

10. At the site visit to Intrenchment Creek it was noted that the City is NOT performing any dewatering. The contractor is performing dewatering operations on the in ground basins and there was mention of additional dewatering work to be performed. The pricing page only lists "disposal" as a line item. How are the proposers to price the needed services?

Answer: In the event these services are needed, the City will address at that time.

11. At the site visit to South River it was noted that 7 end dump trailers and a yard dog are required. Can you please confirm this?

Answer: 7 trailers and 1 yard dog.

12. The pricing page for both Water Plants, Chattahoochee and Hemphill, lists a quantity of zero to 7000 dry tons per year. Past records show volumes to be around 1000 dry tons per year for each plant. As the proposers are required to bond the full amount of the proposed pricing, these inflated volumes only drive up the bonding costs and in turn increase the costs to the City. Will the City consider adjusting the volumes to reflect a more realistic annual amount?

Answer: The dry ton proposal quantity will be revised to "0-4500". The proposal quantity will be revised to "4500".

13. Since Synagro has been awarded the project at Entrenchment and the work is expected to go beyond the current contracted time and into the new contracted time how will the work being done at Entrenchment be affected by this new RFP that is out?

Answer: Upon issuance of Notice To Proceed (NTP), work will be assigned and contractor will be mobilized.

14. RFP Part 1, Section 5 provides that a proposal is firm, but the contract is only a draft and, per RFP Section 22, will be executed "Substantially in the form" included in the RFP. Please clarify that the proposal is firm subject to final agreement on the contract terms and conditions

Answer: Part 1, Section 5 states "This procurement is only an invitation for offers from interested Proponents and no offer shall bind the City. A Proponent's offer is a firm offer and may not be withdrawn except under rules specified..."

15. Similarly, RFP, Part 1, Section 8 should limit a draw on the Proposal Guarantee to a failure to negotiate the contract in good faith.

Answer: No further adjustments shall be made. Language in RFP will remain as-is.

16. Will the City commit to executing the contract within a limited period after award (or final agreement on contract terms)? The last time this contract was bid, it was over a year between award and contract execution.

Answer: See response to Question 8.

17. What scope of work requires a Georgia Utilities Contractor's License? If it is not required by law, please delete this requirement. In any event, a newly formed JV cannot acquire such a license in a timely manner, so please confirm that, if required, the requirement can be satisfied by a subcontractor or a member of the JV holding the required license.

Answer: See response to Question 2.

18. RFP Section 26: Per the OCC, the requirement is that non-discriminatory outreach efforts to enter into a JV are required, not necessarily that a JV is required. Proposer has found that it can increase minority participation through subcontracting to MBE/FBEs more so than through a joint venture, because in a joint venture, the financial position of the MBE/FBE is significant (e.g., the JV member must be able to provide its proportional share of the performance security, capital investment and mobilization expenses). Accordingly, proponent requests that an MBE/FBE participation requirement be included in lieu of, or as an alternative to, a joint venture requirement. If a JV is still required, will a contractual JV suffice, or must it be a formal legal entity?

Answer: All proponents must enter into a joint venture (JV) with at least one City of Atlanta certified minority and/or female business enterprise (M/FBE) at the prime contractor level. Firms who fail to meet this requirement must, at a minimum, provide documentary evidence of good faith outreach efforts to achieve the JV requirement. Interested proponents who attempt to substitute the subcontractor participation requirements in lieu of the JV requirements run the risk of being deemed non-responsive for their failure to adhere to the JV requirement. Additionally, each prime proponent must submit a signed JV agreement. The agreement must be signed by all members of the JV and notarized.

19. If a JV is required, it would not be formed unless and until the proposer is awarded the project. Please confirm that an agreed, but not yet signed, form of JV agreement will fulfill the required submittal requirement.

Answer: All joint venture (JV) teams must sign and notarized their JV agreement prior to submitting it as part of their proposal to the City of Atlanta at the proposal due date. THERE WILL BE NO EXCEPTIONS!

20. Since part of the pricing is unit-priced, please advise what will happen if, <u>after</u> the contract is signed, the actual number of units removed at the agreed price (together with other payments due or to become due) would exceed the Maximum Payment Amount in Contract Section 1.2?

Answer: Please see Cost Proposal Form, Exhibit A-1, Page 5, Paragraph 2.

21. Will there be any price adjustment for a renewal by the City under contract 2.2 or is pricing firm for 3 years?

Answer: No price adjustments will be allowed.

22. Draft Contract Section 6.4: Please add a requirement that the City provide its reasons for removing an employee.

Answer: The City will not allow any adjustments to this section of the RFP.

23. Draft Contract Section 6.5: Please confirm that any subcontractors identified in the winning proposal shall be deemed approved for purposes of Section 6.5.

Answer: Confirmed.

24. Draft Contract Section 13.1.4: Please add a reciprocal section requiring the City to pay any underpayments plus interest.

Answer: The City will not allow any adjustments to this section of the RFP.

25. Draft Contract Section 14.1: Please add at the end of the following which should apply to clauses (a) through (e): "Notwithstanding the foregoing, in no event shall Service Provider be responsible or indemnify the City for any of the foregoing to the extent caused by the negligence or willful misconduct by the City or anyone under the City's control (excluding Service Provider and its Subcontractors)."

Answer: The City will not allow any adjustments to this section of the RFP.

26. Draft Contract Section 15.1: Please confirm that this limit of liability relates only to the City's indemnification obligations. Obviously, this is not intended to limit the City's liability for failure to pay for Services, but it is written that way.

Answer: Confirmed.

27. Draft Contract Section 18.1(b): Please revise to allow for a cure period of up to 60 days as long as Service Provider commences such cure within 7 days and continues to diligently pursue such cure.

Answer: The City will not allow any adjustments to this section of the RFP.

28. Draft Contract Section 18.1(c): This is very subjective and does not provide Service Provider with notice or opportunity to address these concerns. Please revise accordingly.

Answer: The City will not allow any adjustments to this section of the RFP.

29. The RFP clearly contemplates multiple contractors. Significant efficiencies are realized with a single contractor and interface points with other contractors will inevitably lead to disputes. We recommend that proposers be allowed to propose an all-in price as well as a per bid item price should a means/forum for resolving disputes among contractors should the work be parceled out.

Answer: The City will not allow any adjustments to the cost Proposal form.

30. Please confirm that Service Provider will not be required to handle any sludge which contains hazardous materials or substances (as defined by applicable law) or PCB concentrations in excess of 50ppm, or otherwise contains materials not acceptable to the City Contracted Landfills. At a minimum, the Service Provider should only be required to do so upon execution of a Change Order/Amendment.

Answer: Correct.

31. SOS, Section 3.02.E: Please confirm that solidification costs in this situation will be paid by the City.

Answer: If the City provides material that does not pass the paint filter test for hauling, the City will pay for Solidification. However, if the Proponent is providing dewatering services, they are required to dewater to a level that will pass the paint filter test and will therefore be responsible for any solidification costs if they do not dewater to a sufficient level as required in the Contract.

32. SOS, Section 3.02.I.1: This seems in conflict with 3.02.E

Answer: These sections contemplate different circumstances.

33. Exhibit A-1: Please clarify whether the top of the volume ranges constitute maximums and, if so please confirm that the Service Provider should cease providing Services should that volume be reached (unless and until a Change Order is executed).

Answer: See Scope of Services, 1.03.

34. Exhibit B: Please add changes in law after the date of the Contract and acts of the City to the definition of Force Majeure Event.

Answer: The City will not allow any adjustments to this section.

35. Exhibit E: Please change 3 days to 5 business days. No field office personnel will be able to get clearance from HQ to initiate a dispute, or properly document a dispute, over a holiday weekend. Please also change 10 days to ten business days.

Answer: The City will not allow any adjustments to this section.

36. Appendix B: Please confirm that the performance / payment bonds do not need to be sized to include the potential renewal periods.

Answer: Contractor/Consultant shall furnish a Payment Bond and a Performance Bond to the City in an amount equal to <u>100 percent of the total contract value</u> and for the duration of the entire term. This entire term does not include the potential renewal periods. If a renewal is elected then you will be responsible for obtaining additional bonding.