



CITY OF ATLANTA

Kasim Reed
Mayor

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, CPPC
Chief Procurement Officer
asmith@atlantaga.gov

May 5, 2016

Dear Potential Proponents:

Re: FC-8830, 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 lftate@atlantaga.gov.

Sincerely,

A handwritten signature in blue ink that reads "Adam L. Smith".

Adam L. Smith

ALS/lft



**FC-8830, Annual Contract for the Disposal of
Municipal Solid Waste
Addendum No. 2
May 5, 2016
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 64 questions).

The Proposal due date HAS been modified and Proposals are due on Tuesday, May 10, 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****

**FC-8830, Annual Contract for the Disposal of
Municipal Solid Waste
Addendum No. 2
May 5, 2016
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-8830, 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(s)

1a) Page 8 of Appendix A requires the Joint Venture agreement to include at a minimum: “provide the specific citation/section of your JV that speaks to the Contract’s non-discrimination and assurance requirements”. Can the City please clarify what should be incorporated into the Joint Venture agreement to satisfy this requirement?

1a) Answer

The Covenant of Non-discrimination should simply be signed by the preparer of each Joint venture team’s proposal writer. This document states that the proponent promotes full and equal business opportunity for all persons doing business with the City of Atlanta. Each proponent’s signature covenants that they have not discriminated, on the basis of race, gender or ethnicity, with regard to prime contracting, subcontracting or partnering opportunities.

1b) Is there specific language in the RFP that should be incorporated into the Joint Venture agreement? If so, can the City clearly identify such?

1b) Answer

Yes. There is specific language in the RFP that should be incorporated into the joint venture agreement. The language can be found at the bottom of page 5 of Appendix A.

2. Question

Part 1, Section 5: Please advise what City Code or Ordinance governs the withdraw of offers.

Answer

Pursuant to Section 2-1196(d) and Section 2-1188I(i)(4) of the Procurement and Real Estate Code of the City of Atlanta, bids may be withdrawn under certain conditions.

3. 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? In its Addendum dated December 14, 2015, the City answered this question as “No.”

Answer

No. The City's questionnaire identifies the period relevant for evaluation and evaluation factors for potential Contractors.

4. 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? In Its Addendum dated December 14, 2015, the City answered this question as "Owner is the individual with control as opposed to an entity."

Answer

The City's answer remains unchanged.

5. 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? In its Addendum dated December 14, 2015, the City answered this question as "This is a required disclosure for Respondent, and the failure to sufficiently complete this disclosure may result in the Respondent being deemed non-responsive."

Answer

See answer to question 3.

6. 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)? In its Addendum dated December 14, 2015, the City answered this question as "This is a required disclosure for Respondent, and the failure to sufficiently complete this disclosure may result in the Respondent being deemed non-responsive."

Answer

See answer to question 3.

7. **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? In its Addendum dated December 14, 2015, the City answered this question as “This is a requirement for a successful Proponent.”

Answer

To reiterate, pursuant to Section 2-1200 of the Procurement and Real Estate Code, City of Atlanta, this statement is required.

8. **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? In its Addendum dated December 14, 2015, the City answered this question as “Yes, audited consolidated financial statements of Contractor’s ultimate parent entity will suffice. Yes, a response to item 2 is required, on Form 3, page 4 of 5, if financial statements are submitted.”

Answer

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

9. **Question**

Part 5, Services Agreement, Section 2.2: Can this be modified to require Contractor’s consent to renew? In its Addendum dated December 14, 2015, the City answered this question as “The City will not allow any adjustments to this section.”

Answer

See answer to question 4.

10. **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. In its Addendum dated December 14, 2015, the City answered this question as “The City will not allow any adjustments to this section.”

Answer

No. However, if the Proponent wishes to take exception to any provisions in the Agreement, such should be included in the submittal.

11. **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? In its Addendum dated December 14, 2015, the City answered this question as “Confidentiality of relevant records is implied under this section as required by Applicable Laws.”

Answer

See answer to question 4.

12. **Question**

Part 5, Services Agreement, Section 6.5: Can “sole discretion” be changed to “reasonable discretion”? In its Addendum dated December 14, 2015, the City answered this question as “The City will not allow any adjustments to this section.”

Answer

No.

13. **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? In its Addendum dated December 14, 2015, the City answered this question as “Tax liability during the contract term is the relevant period.”

Answer

No.

14. **Question**

Part 5, Services Agreement, Section 12: This section does not apply to the services the Contractor will be providing. Can it be deleted? In its Addendum dated December 14, 2015, the City answered this question as “The City will not allow any adjustments to this section.”

Answer

See answer to question 4.

15. **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? In its Addendum dated December 14, 2015, the City answered this question as “The City’s audit rights under this agreement will comport with Applicable Laws.”

Answer

No.

16. **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)? In its Addendum dated December 14, 2015, the City answered this question as “The City will not allow any adjustments to this section.”

Answer

No.

17. **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? In its Addendum dated December 14, 2015, the City answered this question as “The City will not allow any adjustments to this section.”

Answer

See answer to question 4.

18. **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? In its Addendum dated December 14, 2015, the City answered this question as “Pending damages claims raised by the Service Provider at the time of termination for convenience may be satisfied under Section 18.6”

Answer

See answer to question 4.

19. **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? In its Addendum dated December 14, 2015, the City answered this question as "The City will not allow any adjustments 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 the Services performed under the City's contract"

Answer

See answer to question 4.

20. **Question**

Part 5, Services Agreement, Exhibit A, Scope of Services, Section 1.0: Will the City please clarify whether the intent of this section is to provide a "piggy-back" provision for the 8 Department of Watershed Management facilities listed in this section?

Answer

DPW and DWM are soliciting the services, jointly.

21. **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. In its Addendum dated December 14, 2015, the City answered this question as "Confirmed. Disclosure only applies to the facilities the Service Provider proposes to utilize for the disposal services."

Answer

Confirmed. Disclosure only applies to the facilities the Service Provider proposes to utilize for the disposal services.

22. **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? In its Addendum dated December 14, 2015, the City answered this question as "Waiver of claims is not

expressly states. Notice within the stated period is required for circumstances which may require either compensation or adjustment for any work.”

Answer

See answer to question 4.

23. **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 26.7% AABE, APABE, HABE and 11.1% 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

This procurement opportunity requires a joint venture with at least one certified minority and/or female business enterprise (M/FBE) included on each team. Additionally, the City of Atlanta is requiring M/FBE participation at the subcontractor level. The target percentage for M/FBE participation is 26.7% AABE, APABE, HABE and 11.1% FBE. Firms who fail to meet these requirements run the risk of being deemed non-responsive.

24. **Question**

Will the City consider an annual CPI adjustment on the disposal rates? In its Addendum dated December 14, 2015, the City answered this question as “The City is looking for a constant rate over the length of the contract. All adjustments must be agreed upon prior to the contract extension.”

Answer

The City is looking for a constant rate over the length of the contract.

25. **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? In its Addendum dated December 14, 2015, the City answered this question as “The City will not allow any additional provisions for Service Provider’s termination rights.”

Answer

No.

26. **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? In its Addendum dated December 14, 2015, the City answered this question as “For collections, the City will retain the title and responsibility for cost of disposing of hazardous or unacceptable wastes.”

Answer

See answer to question 4.

27. **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? In its Addendum dated December 14, 2015, the City answered this question as “Yes.”

Answer

Yes.

28. **Question**

Please clarify that the City will be responsible for all transportation of the materials to the Contractor’s designated disposal facilities. In its Addendum dated December 14, 2015, the City answered this question as “Confirmed.”

Answer

Confirmed.

29. **Question**

What is the anticipated start date of the service agreement? In its Addendum dated December 14, 2015, the City answered this question as “May 30, 2016.”

Answer

August 29, 2016.

30. **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? In its Addendum dated December 14, 2015, the City answered this question as “The City is

looking for a constant rate over the length of the contract. All adjustments must be agreed upon prior to the contract extension.”

Answer

See answer to question 24.

31. **Question**

How are the rates determined if the renewal terms are exercised? In its Addendum dated December 14, 2015, the City answered this question as “The City is looking for a constant rate over the length of the contract. All adjustments must be agreed upon prior to the contract extension.”

Answer

See answer to question 24.

32. **Question**

Does the City intend to pay by credit card as there is a processing fee incurred in connection therewith?

Answer

We will use the purchase order process and not a credit card.

33. **Question(s)**

Please confirm the following:

33a) The forms that need to be completed by each member of the JV.

33a) Answer

The proponent must submit one Appendix A section with its proposal. Part 4, Required Submittals for each member of the JV include **every** Proponent form **EXCEPT** the following: Form 5, Acknowledgement of Addenda, Form 6, Proponent Contact Directory, Form 8, Proposal Bond, and Form 9, Required Proposal Submittal Check Sheet.

33b) The forms that need to be completed by each subcontractor.

33b) Answer

Subcontractors are required to submit forms relative to Appendix A, First Source Program submittals for this procurement opportunity. Form 1, Page 1 of 3 states in

number 7. Form 1, Page 3 of 3, Subcontractor Affidavit under O.C.G.A. Section 13-10-91(b)(3) is not required at the time of proposal submission.

33c) Form 4.1 –If insurance should be in the name of the JV or the majority partner.

33c) Answer

See answer to question 33a.

33c)(i)The percentage of ownership constitutes as a valid JV.

33c)(i) Answer

The joint venture requirements are outlined in Appendix A of the solicitation documents.

33d) Appendix A – If the attached agreement, with a revenue sharing agreement would comply with the City’s JV requirements. If not, please confirm what is needed to comply.

33d) Answer

Page 5 of Appendix A outlines the necessary components (at a minimum) that must be included in each joint venture agreement.

33e) Subcontractor Contact Form – That the “NIAC Code” and “Dollar (\$) Value and Scope of Work” may be left blank or with N/A.

33e) Answer

Proponents will not be penalized for omitting the NAICS codes and/or the dollar value for each certified M/FBE subcontractor. However, proponents who omit the percentage amounts and scope of work for certified M/FBE subcontractors run the risk of being deemed non-responsive.

33f) Letter of Intent – If the JV and subcontractor are the same entity can they fill out one form or two.

33f) Answer

A M/FBE joint venture partner who is also self-performing work as a subcontractor will only need to sign one letter of intent.

33g) AWDA – Are we required to submit the AWDA “First Source Job Training & Employment Placement Program Agreement” with our completed response

33g) Answer

You are required to submit Exhibit C (“Construction GC/Sub-Contractor Letter of Assent”) with your completed RFP response. A signed and dated Letter of Assent must be submitted by the prime contractor and any sub-contractors. Post-award, Exhibits A, B, D and E must be completed and submitted by the prime contractor and any sub-contractors.

33g)(1) Should we include Exhibits A-E, if there are no new jobs and should the sub contractors include the same forms?

33g)(1) Answer

Even if the contract anticipates no new entry-level positions, the prime contractor and any sub-contractors are still required to submit a signed and dated Letter of Assent (Exhibit C: “Construction GC/Sub-Contractor Letter of Assent”) with the completed RFP response. Post-award, exhibits A, B, D and E must be completed and submitted by the prime contractor and any sub-contractors. If no new entry-level positions exist, then indicate as such in the forms provided in Exhibits A, B, D, and E. However, should new entry-level positions become available during the life of the contract, the prime contractor and any sub-contractors must submit the appropriate documentation to AWDA and begin complying with First Source regulations.

33g)(2)(i) Exhibit B : Sanitation companies are not construction firms. Would it be proper to note N/A on this form?

33g)(2)(i) Answer

No.

33g)(2)(ii) Exhibit B : To ensure the privacy of our employees can we respond to this form without using personal identifiers e.g. name.

33g)(2)(ii) Answer

Yes.

33g)(3) Exhibit D & E – Are these forms required to be submitted with the RFP response.

33g)(3) Answer

You are required to submit Exhibit C (“Construction GC/Sub-Contractor Letter of Assent”) with your completed RFP response. A signed and dated Letter of Assent

must be submitted by the prime contractor and any sub-contractors. Post-award, Exhibits A, B, D and E must be completed and submitted by the prime contractor and any sub-contractors.

33h) Will the City accept signature sheets and notarized documents from FC-8830 - City of Atlanta Annual Contract for the Disposal of Municipal Solid Waste.

33h) Answer

No.

33i) Services Agreement: Section 5.4 - Suspension of services must be based on lack of funding for solid waste handling or a material breach by Service Provider.

33i) Answer

No. Section 5.4 provides for any and all contemplated performances under the Agreement.

33j) Services Agreement: Section 8.0 – Potential Proponent requests the opportunity to negotiate rate increases during the term of the Agreement.

33j) Answer

See answer to question 31.

33k) Services Agreement: Section 9.4- The new equipment standard only applies to equipment being purchased by the City, and does not include equipment or materials owned by the City, and does not include equipment or materials owned by Service Provider and used in performing the Service.

33k) Answer

Confirmed.

33l) Services Agreement: Section 12.5 – Potential Proponent takes exception to this provision for any intellectual property right(s) already owned or held by Service Provider or its affiliated companies.

33l) Answer

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

33m) Services Agreement: Section 15 – Potential Proponent requests the opportunity to negotiate protection to it and/or its subcontractors in connection with any environmental consequences for nonconforming waste delivered because of a contractual agreement.

33m) Answer

The City may allow for this upon reasonable notice.

33n) Services Agreement: Section 18.4 – Potential Proponent requests that any termination for convenience clauses be eliminated, except as necessary to comply with Georgia Statute 36-60-13.

33n) Answer

The City will not allow any adjustments to this section.

33o) Services Agreement: Section 18.5 – The City may only terminate for lack of appropriations to the extent that the City does not fund (or no longer funds) solid waste management or handling services.

33o) Answer

Not confirmed. Section 18.5 contemplates performance authorized under the Agreement.

33p) Services Agreement: Section 3.5 of Exhibits A – Potential Proponent will notify the City promptly if any requirements and certificates are terminated.

33p) Answer

Yes. Service Providers must notify the City if any required certificates are terminated if they are applicable in the jurisdiction of the disposal facility.

33q) Services Agreement: Potential Proponent will need the ability to negotiate changes in compensation from the City to offset cost increases to Potential Proponent due to changes in taxes, fees or regulations.

33q) Answer

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

33r) Services Agreement: In the event that Potential Proponent is the successful proposer we anticipate entering into a teaming agreement with an identified legal entity.

33r) Answer

For this Agreement, a Potential Proponent required to be a Joint Venture. Agreements for subcontracting are governed by Section 6.

33s) Services Agreement: Exhibit A.1 Liquid waste (stabilization) must be profiled and acceptable.

33s Answer

Confirmed.

34. Question(s)

In order for bidders and their insurance carriers to comply with Georgia statute, form 4.1 cannot be completed and provided. Please see the language below and let me know if I can provide any additional information.

34a) Statement.

“Based on Georgia law, the statutory definition of “certificate of insurance” is defined in Rule 120-2-103-.04” “Definitions (1) "Certificate" or "certificate of insurance" means any document or instrument, no matter how titled or described, which is prepared or issued by an insurer or insurance producer as evidence of property or casualty insurance coverage. The form 4.1 that the City of Atlanta is requiring falls into this category.”

34a) Answer

This is not a question.

34b) Statement.

“In order to use form 4.1, it must be filed and approved with the Insurance Commissioner. Rule 120-2-103-.05 “Approval of Certificates” states: (1) No person, wherever located, may prepare, issue, or request the issuance of a certificate of insurance unless the form has been filed with and approved by the Commissioner. Forms shall be submitted in the same manner as any other form filing through the SERFF filing system with applicable filing fees submitted electronically. Only insurers may file certificates for approval.”

34b) Answer

This is not a question.

34c) Statement.

“In addition, the statute is specific about certain statements which are required to be on certificates of insurance. These statements are not contained on the City’s form 4.1.”

34c) Answer

This is not a question.

34d) Statement.

“Form 4.1 also refers to specific portions of the contract and requires specific “certifications” which are prohibited under Rule 120-2-103-.07. This rule addresses “Prohibited Practices” and advises that: (2) No certificate of insurance shall contain references to or language from a construction or service contract, other than that referenced in the contract of insurance. The certificate may contain a reference or contract number from the construction or service contract for identification purposes only. This may include but not be limited to project number, project name, project description or a general description of work to be performed. Nothing in the certificate can refer to any language or contents in the construction or service contracts.”

34d) Answer

This is not a question.

34e) Statement.

“In addition, Rule 120-2-103-.07 (3) is specific that “Neither an insurer nor a producer shall be required to issue an opinion letter or other document in addition to or in lieu of a certificate of insurance. If any opinion letter or other such document is issued, however, it must meet the provisions of this regulation and Code Section 33-24-19.1. Insurers and producers may provide the certificate holder with the certificate and an actual copy of the policy, insurance binder or relevant policy provision to demonstrate contractual compliance.”

34e) Answer

This is not a question.

35. Question

With this information, would the City accept a certificate of insurance which has been filed with the Insurance Commissioner per Georgia statute in lieu of the City’s form 4.1?

Answer

The City's Form 4.1 must be completed as it a **Certificate of Insurance Ability**. In addition the proponent that wins the contract will be required to provide a Certificate of Insurance as stated in Appendix B.

36. **Question**

We request an open records request for each of the Joint Venture requests submitted by respondents to FC-8544.

Answer

This information may be requested using the following link below:

<http://procurement.atlantaga.gov/open-records-act-requests/>