



CITY OF ATLANTA

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Kasim Reed
Mayor

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

July 8, 2015

Dear Potential Proponents:

Re: FC-8829, Operations and Maintenance of the Atlanta Streetcar System

Attached is one (1) copy of **Addendum No. 3**, which is hereby made a part of the above-referenced project.

For additional information, please contact Lloyd A. Richardson, Contract Administrator, at (404) 864-8504, or by email at larichardson@atlantaga.gov.

Sincerely,

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

Adam L. Smith

ALS/lar



FC-8829, Operations and Maintenance of the Atlanta Streetcar System

Addendum No. 3

July 8, 2016

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ADDENDUM NO. 3

This Addendum No. 3 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. Responses to forty-one (41) questions.

Total of forty-one (41) questions attached hereto as Attachment No. 1.

2. Revision of Exhibit A.3, Cost Proposal

Exhibit A.1, Cost Proposal, is hereby removed and replaced with Attachment No. 2 dated 7/08/16.

3. Revision of Exhibit A, Section 4.6.9, Towing Streetcars

Section 4.6.9 is hereby revised to read: *“The Contractor will be responsible for removing disabled streetcars from service and from the ROW as soon as possible. The Contractor will be responsible for safely securing the area around the disabled streetcar, and safely and promptly towing the streetcar back to the VMF. It is expected that the entire operation will not take longer than 60 minutes from notification by the onboard personnel to the VMF and the return of the streetcar to the VMF.”*

4. Revision of Appendix B, Insurance and Bonding Requirements

Appendix B, Insurance and Bonding Requirements is hereby removed and replaced with Attachment No. 3 dated 7/08/16.

5. Inclusion of Exhibit A.5, Sample Staffing Table for Proponents

Tables referenced in Part II, Section 2.A.2.b are hereby included as Attachment 4 dated 7/08/16.

Addendum No. 3 for **FC-8829, Operations and Maintenance of the Atlanta Streetcar System** is available for pick-up in the Plan Room: City Hall, 55 Trinity Avenue, Suite 1900.

The Proposal due date HAS NOT been modified and Proposals are due on Friday, July 22, 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-8829, Operations and Maintenance of the Atlanta Streetcar System

Addendum No. 3

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Acknowledgment of Addendum No. 3

Proponents must sign below and return this form with your 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. 3, FC-8829, Operations and Maintenance of the Atlanta Streetcar System** on this the _____ day of _____, 201__.

Legal Company Name of Proponent

Signature of Authorized Representative

Printed Name

Title

Date

Attachment No. 1

Questions and Answer

Question 1: The RFP succinctly describes a structured and specific DBE Subcontractor participation process. The RFP process was further expanded upon at the Pre-Proposal meeting. To that end, a considerable amount of time will be required to 1) identify qualified subcontractors in the area, 2) develop a scope-of-work for each subcontractor, and 3) receive pricing to execute the scope-of-work. The City's current procurement schedule for the Streetcar project is ambitious in terms of the proposal due date in relationship to the amount of time to properly prepare and respond to the RFP.
Would the City consider revising its current schedule by 4 weeks allowing proposals to be received on August 5, 2016?

Answer No. However, the Proposal Due date has been extended to July 22, 2016. Please see Addendum No. 2.

Question 2: The City's procurement schedule shows proposers questions are due on June 24, 2016. This short time period did not provide proposers with ample time to completely review the City's 480 page document and prepare specific questions. In order to receive creditable proposals, proposers must have an adequate amount of time to thoroughly review the document and complete its internal review process.
Would the City consider allowing more time to submit questions, and consider extending the due date for receipt of proposals as requested in question 1?

Answer No change to the deadline for the City to receive questions. However, the Proposal Due date has been extended to July 22, 2016.

Question 3: It would seem that any contractor who has worked directly for the City on the Streetcar project and is permitted to submit a proposal for this project would have a competitive advantage over others who have not. Generally in the transit industry, any firm that had worked with a city or agency in a support role for planning, engineering, operations and maintenance would be prohibited from proposing for competitive reasons.
Does the City maintain a list of those contractors who are currently or have in the past supported the City for the Streetcar project who are prohibited from proposing, and would it provide this list to all proposers?

Answer Firms involved in preparing RFP FC-8829 are prohibited from proposing. This includes Shiels Oblatz Johnsen and The Coleman Group.

Question 4: All potential primes are in the need of starting / continuing complex discussions with potential sub-suppliers, partners and DBE companies. Those discussions are time intensive, will lead to actions and agreements. In order to submit a compliant, attractive and compliant proposal a deadline extension is needed. This deadline needs \ to be granted in one piece, since a small deadline extension will not change the overall approach. Can the deadline to submit questions in writing be extended to Friday, July 22, 2016, at 2:00 P.M. EDT?

Answer See response to question 2.

Question 5: The Request for Proposals was issued on June 10, 2016, and proposals are due on July 8, 2016. Will the City extend the proposal due date to Tuesday August 23, 2016 to ensure Proposers have sufficient time to prepare and provide thorough and complete Proposals given the complexity of the system and required submission materials? The City's recent submission of a Corrective Action Plan to the Georgia Department of Transportation and GDOT's pending response to the same may materially impact the RFP requirements and lead to an incomplete approach to safety and inaccurate pricing requirements that could detrimentally impact the procurement process.

Answer The Proposal Due date has been extended to July 22, 2016. Please see Addendum No. 2. The City's responses to GDOT CAP items has no bearing on the RFP for Streetcar O&M as these services are based on industry standards and the CAP responses focused on documentation of Safety and Security SOP's. As such the CAP responses will not be provided as part of this RFP.

Question 6: The Proposer understands that the City and MARTA submitted a Corrective Action Plan to the Georgia Department of Transportation and that GDOT will be providing feedback to the submission. The Corrective Action Plan, and GDOT's response, will have a material impact on the successful Proposer's approach to safety and performance obligations. To ensure that Proposers have a clear understanding of their obligations and to facilitate their submission of accurate pricing information, the Proposer requests that the City:

- a. provides to Proposers copies of the submitted Corrective Action Plan and GDOT's response (when provided), and
- b. extends the Proposal Due Date which may include for at least sixty

(60) days following the City's provision of GDOT's Corrective Action Plan response to Proposers. This timeframe would include the 45 days referenced above. Particularly considering the anticipated feedback from GDOT, twenty-eight (28) days is not a sufficient amount of time for Proposers to prepare and provide thorough and complete Proposals given the complexity of the system and required submission materials.

Answer Please see response to question 5.

Question 7: The Atlanta Streetcar Operations Cost Form, found on page 149 of the RFP, notes total revenue hours at 12,240 to calculate a cost per hour while the RFP requests the proponent to bid at 18,000 hours. Will the city please confirm if the proposers can replace the 12,240 with 18,000 in order to have an accurate hourly rate?

Answer Please calculate for 18,000 hours. See Attachment 2, Revised Exhibit A.3 Cost Proposal Form.

Question 8: Will the City declare ineligible any proposer that has provided management consulting services on the Atlanta Streetcar including emergency or non-emergency consulting services on operations, maintenance, safety reports and responses, discussions with or about Federal and State officials? As a paid consultant representing the City of Atlanta, said consultant would be privy to confidential and undisclosed information, strategy and preferred managerial outcomes. This would result in an unfair advantage in the competitive process. If not declared ineligible, will the City provide a written decision regarding (a) conflicts of interest and (b) a formal review of the decision to proceed from the ethics department? Will those documents clearly define the rules of eligibility for any proposer that has been the recipient of a managerial contract for the Atlanta Streetcar with the City of Atlanta, MARTA or Central Atlanta Progress within the preceding twelve (12) months?

Answer Please see response to question 3.

Question 9: Exhibit A1 (page 94) of the RFP mentions a goal of 12 operators to be trained by the end of the Transition phase. Please confirm that the City of Atlanta requires the Proposer to staff 12 operators in the proposal

Answer City requires twelve 12 qualified operators be available to operate vehicles at completion of the Transition Period.

Question 10: What is the current status of the findings and corrective action plans raised in the 2015 Safety and Security Special Assessment Final Report issued on February 5, 2016? Will the City please identify which ones are fixed and those still opened at June 15?

Answer The City's responses to GDOT CAP items has no bearing on the RFP for Streetcar O&M as these services are based on industry standards and the CAP responses focused on documentation of Safety and Security SOP's. As such the CAP responses will not be provided as part of this RFP.

Question 11: Some findings raised in the 2015 Safety and Security Special Assessment Final Report issued on February 5, 2016 deal with issues directly or indirectly related to the construction phase (for instance the incomplete list of as-built drawings). For those identified, does the City of Atlanta expect the Proposer to deal with them or will they be dealt with by the City of Atlanta? Will the City of Atlanta continue to manage the construction Proposer and required documentation or will this function fall within the scope of the operations and maintenance contract covered by RFP FC-8829?

Answer The City of Atlanta will continue to have responsibility for streetcar construction contracts and CAP issues.

Question 12: On page 77 at 4.6.9, given our experience dealing with streetcar towing, we suggest that the entire operation should take no longer than 60 minutes instead of 30 minutes which are viewed as a too short timeframe to deal with the different scenarios that may arise?

Answer Please see item 3 of this addendum for revised section 4.6.9.

Question 13: On page 85 at 4.8.4 the RFP states "Atlanta Project Sponsors will be responsible for official public relations." Will the City confirm the City of Atlanta's Project Sponsor's Budget allocation for the development and the conduct of public outreach and communication campaigns required within an approved System Safety Program Plan? If these costs are not currently allocated in the Sponsor's budget, please confirm if such responsibilities will be included in the scope of this RFP whether costs should be included in the pricing for this RFP response.

Answer The City is responsible for public outreach and communications campaigns. Proponents should not include costs for public outreach/communications in Cost Proposal other than what is

specifically described in the Scope of Services.

Question 14: We respectfully request an extension of four (4) weeks to adequately respond to all aspects of this Request for Proposal and provide the most cost-effective price.

Answer Please see Addendum No. 2.

Question 15: Please consider expanding the 10 page maximum count for proposers to thoroughly convey their understanding and approach to the Atlanta Streetcar Project. We respectfully request that the City increase the maximum page count.

Answer No change will be made to page maximums listed in the RFP.

Question 16: Proposed Transition Phase (Phase 1) Detail includes a list of personnel to be interviewed as well as proposed steps naming “General Manager, Administrative Assistant, Safety Officer, Operations Manager and Maintenance Manager.” Specifically the contractor is expected to achieve a goal of 12 trained operators during the transition phase. Please clarify if these lists are preferred / required level of staffing, or if bidders are to determine management and staffing at their discretion to provide services according to the Scope.

Answer Proponents are to identify specific individuals to serve as General Manager and Safety Officer at the time the proposal is submitted. An Operations Manager and a Maintenance Manager must be identified and hired prior to the City executing a Notice to Proceed for the Operations and Maintenance Contract. Qualified candidates from existing Streetcar employees must be interviewed and given consideration prior to filling positions. Proponents are to determine remaining management and staffing at their discretion to provide 18,000 hours of annual revenue service consistent with the Scope of Services. All staffing resources must be available at the completion of the Transition Phase.

Question 17: Proposal section A.2.c Transition Phase states that “For purposes of consistent information to allow comparisons among the different Proponent proposals, the Transition Phase description shall reflect that the contract is awarded on August 1, 2016, and that the first day of service under the new contract will be September 1, 2016 and assume a 6-month Transition Phase until full operations are transferred to the Contractor March 1, 2017.”
Please clarify the blank ‘Proposed Hours’ of the Phase 1 pricing form, if

proposers are to comply with the transition timeline as described in section A.2, and Exhibits A.1 and A.3. Should this be ‘Proposed Man Hours’? Will this be evaluated based on Total Cost, or would the City of Atlanta consider a shorter startup / fewer man hours to receive a higher evaluation percentage even if it were at a greater cost?

Answer *Proponents are to establish a schedule for the Transition Phase and the associated costs. Proponents are encourage to use creativity with regard to the allocation of staff hours while assuring service throughout the Phase that could provide cost savings to the City. The proposals must reflect a cost of providing services for the entire six month transition period. The costs for employees provided by the City of Atlanta during the Transition Phase should not be included in the estimate.*

Question 18: Page 11, C.4. Excluded costs - Insurance is included as an excluded cost and requires costs be agreed upon annually based upon actual costs. As written the Contractor will need to place all insurance separately, which will increase costs for this project, rather than include the project in any corporately placed programs.

Answer *The City will provide primary liability insurance with requirements reviewed/resolved during contract negotiations annually. Proponents are to provide Worker’s Compensation and Commercial Auto Insurance and reflect the associated costs in their Cost Proposals.*

Question 19: RFP states excluded Costs include: “Pass-thru costs including electricity, insurance, spare parts and costs of unforeseen repairs that are above and beyond regularly required servicing and maintenance”

- a. Specifically which insurance costs should be excluded from our pricing submittal? Exhibit A.3 includes line items for Workers Compensation and Auto Liability. Are we to assume all other insurance costs for general liability, excess liability, bonding are excluded and expected to be pass-thru?
- b. Does electricity refer just to traction power, or also to stations and VMF?

Answer *Proponents to assume all insurance costs except Workers Compensation and Auto Liability are pass-thru costs. Pass-thru costs for electricity include stations and VMF.*

Question 20: 1. Exhibit A.3: Pricing Forms:
a. Please confirm the Revenue Hours in the RFP Cost Form should

be 18,000 annual hours (to include special event service as noted in Volume C, Section 5 Pricing Instructions) rather than the 12,240 shown.

- b. Should we assume that the Revenue Hours in excess of 12,240 will all be for special events, and therefore not built into regular work assignments?
- c. Please confirm we should show annual pricing detail for Option Years 6 through 10.
- d. Note 1 with regards to Profit states “Profit may not be calculated as a % of hourly rates. Does this just mean we should show the profit as a dollar figure rather than as a percentage?”
- e. “Any existing streetcar subcontracts currently managed by the City (e.g. Breeze ticket vending machine maintenance) that are to be transferred to the Contractor shall be evaluated with the goal of transitioning selected contracts to the Contractor within 6 months of the start of the Contract.”
 - i. Would this include the contracts that the City is currently pursuing from the list in Volume C Section 5.4.1?
 - ii. Can the City please provide a list of current subcontracts and their value?

- Answer*
- a. *Revised pricing forms are attached that reflect 18,000 annual hours inclusive of special event service.*
 - b. *Revenue hours in excess of 12,240 will be for special events.*
 - c. *Proponents are to include annual pricing detail for Option Years 6 through 10.*
 - d. *Profit should be shown as a dollar figure rather than as a percentage.*
 - e. *The question references language on page 95 in Exhibit A.1. Selected contracts include those listed in Exhibit A, Section 3.2 (page 68 items 3.2.1 through 3.2.4). This excludes the contract for Interim Executive Director.*

Question 21:

The Delta wheel truing device has not worked since being installed. In the event Delta is not capable of repairing the machine does the city have an alternative solution or should the proposer include this info in the RFP?

- Answer*
- Proponents are to assume Delta machine is working and available for Contractor use. Proponents are not to include costs for wheel truing alternatives.*

Question 22:

Are there security camera systems on the vehicles or the platforms? If

so, who is responsible for their maintenance?

Answer Yes, there are cameras on the vehicles, I include their maintenance in proposal.

Question 23: As other technologies are added, e.g. real-time arrival information for passengers, who will be responsible for their maintenance?

Answer Proponents shall not include costs or service responsibility for future technologies. These services shall be subject to negotiation if/when they occur.

Question 24: City is developing an app based ticketing system, who will be responsible for its maintenance?

Answer Proponents shall not assume responsibility for or costs associated with app based ticketing system.

Question 25: Will the current requirement that all operators hold a CDL be maintained in Phases 2 and 3?

Answer Proponents are to assume all operators will hold a CDL through Phases 2 and 3.

Question 26: Will the City provide information on the City's insurance coverage for Rail Accidents?

Answer Yes, The City has Railroad Liability Insurance.

Question 27: Appendix B: A. Preamble, 4. Notices of Cancellation - The City is requiring that the Contractor will provide City with evidence of required insurance prior to the commencement of this agreement, and, thereafter, with certificate evidencing renewals or changes to required policies of insurance at least fifteen (15) days prior to expiration of previously provided certificates. In order to obtain the best possible policy conditions and pricing often renewals are not finalized 15 days prior to expiration. Please confirm that the City will modify language to read "...with certificates evidencing renewals upon expiration of previously provided certificates."

Answer The contract requires that certificate of insurance is required at least 15 days prior to the expiration of previously provided certificates. If the certificates cannot be sent 15 days prior to expiration they should be

received no later than the date they expire.

Question 28: Appendix B: A. Preamble, 1. Evidence of Insurance Before Work Begins
- The City is requiring a certificate of insurance that clearly and unconditionally indicates that Contractor has complied with all insurance and bonding requirements set forth in Appendix B.

- a. A certificate of insurance evidencing bonding requirements is NOT available in the insurance industry. The City can receive the original bond as evidence. Will the City amend this requirement?
- b. During the Transition Phase, the Contractor will assume management responsibility only. Which party, the City or the Contractor, will be responsible during this phase for insuring the entire operation, including streetcar operations, maintenance of way, streetcar maintenance, etc.? If it is the City, will the Contractor only be required to provide evidence of insurance for their exposures (excluding streetcar operations) during the Transition Phase?

Appendix B Commercial General Liability

- c. We find no specific reference to streetcar operations within the insurance requirements. Are you seeking this coverage through the Commercial General Liability Insurance requirement?
- d. Are you seeking removal of the exclusion found in a Commercial General Liability policy for any work performed within 50 Ft. of a railroad in order to protect Contractor and City for any maintenance of way work done by Contractor?
- e. Insurance including streetcar operations may include a substantial deductible or self-insured retention. If so, assuming the insurance will be an excluded cost, will the City reimburse for claims incurred within the deductible or self-insured retention?

Answer

A: Yes, The City of Atlanta requires a Certificate of Insurance to evidence insurance requirements. The original bond is required to evidence the bond requirements.

B: All Contractors Must be able to show evidence of all insurance requirements set forth in the Appendix B. If the city

C: No, Please item 4 of this addendum for a revised Appendix B,

Insurance and Bonding Requirements.

D: No, Please item 4 of this addendum for a revised Appendix B,
Insurance and Bonding Requirements

E: Any self-insured retention, deductible or similar obligation will be the
sole responsibility of the contractor.

Question 29: Property Coverage/Inland Marine – The Contractor is required to procure and maintain all risk property coverage at replacement cost for all equipment, furniture, fixtures, machinery and/or personal property. Please clarify whether the Contractor is responsible for insuring only those items that are owned by the Contractor. If not, please provide a list of all City owned equipment, etc. along with their replacement cost values. Will the City provide insurance, including a waiver or subrogation in favor of the contractor, for damages to the City property including but not limited to streetcars, facilities, tracks, substations, overhead contact system, switches, etc.

Answer Yes, the coverage is to ensure that the contractor has insured their property items only.

Question 30: Exhibit B does not require the Contractor to obtain property insurance related to the system assets (stops, VMF, etc.) or railroad liability coverage. The IGA Agreement indicates in Section 5 that certain insurance responsibilities will remain the responsibility of the City and/or MARTA. Please clarify what insurances will be provided by the City and/or MARTA and confirm that Contractor will be identified as an additional insured with a waiver of subrogation so as that Contractor will not need to procure duplicate policies.

Answer The contractor will be required to provide General Liability and Railroad Liability Insurance with the City Of Atlanta and Marta listed as Additional Insured's and a waiver of subrogation. The City will provide property insurance related to the systems assets.

Question 31: Page 11, C.4. Excluded costs - Insurance is included as an excluded cost and requires costs be agreed upon annually based upon actual costs. As written the Contractor will need to place all insurance separately, which will increase costs for this project, rather than include the project in any corporately placed programs.

Answer Is this an excerpt from the contract? The question is unclear.

Question 32: Please provide a list of current DBEs utilized under this contract.

*Answer For a listing of certified DBEs please review the Georgia Department of Transportation (GDOT) website. Their website address is:
www.dot.ga.gov*

Question 33: What is the incumbent's current percentage of DBE participation?

Answer There is no incumbent for this project.

Question 34: City of Atlanta Compliance Certificate – Please clarify the inclusion of this form as it includes a reference to “the company’s intent to achieve the Airport Concessions Disadvantaged Business Enterprise goals.”

Answer Interested DBEs who are already certified need not concern themselves with Airport Concessions Disadvantaged Business Enterprise (ACDBE) certification. ACDBE certification for this contract is not required. The standard DBE certification is all that is required.

Question 35: Part g states “Achieving subcontractor diversity including programs and outreach to comply with the Federal DBE goal of 14.9% sub-contractor participation.” Please confirm that this is the required Contract goal for DBE participation under RFP FC-8829.

Answer Yes. 14.9% is the DBE sub-contractor participation goal.

Question 36: Section 4.8.2 requires the Contractor to finalize Safety and Security Oversight Plans, and requires that the plans conform to legal requirements as of the date of the execution of the Contract. Please confirm that the initial Plans conform to the legal requirements and will not be the responsibility of the Contractor.

Answer The City is currently responsible for responding to issues raised in the Corrective Action Plan (CAP) including revisions to the Safety and Security Plans. Upon signing the Contract, the Contractor will be responsible for carrying out actions identified in the CAP. It is expected that this will include preparation of an updated version of the Safety and Security Plan prior to completion of the Transition Phase.

Question 37: Section 2.6.3 provides that ADID shall participate in any “Project related hires at or above the supervisor level.” Please clarify the ADID’s continued role in the selection of the Contractor’s employees, if any

Answer Exhibit A Scope of Services paragraph 4.7.1 notes that hiring of management personnel is subject to Management Committee approval

prior to their appointment. ADID is a member of the Atlanta Streetcar Management Committee.

Question 38:

RFP page 74, Section 4.6.3 Atlanta Streetcar Vehicle Cleanliness: “Furthermore, Contractor must remove, or cover then remove, all graffiti within one hour of observing its presence”. In the event of a large scale graffiti event, one which cannot be covered in one hour, will the City expect the Contractor to curtail service or will this requirement be waived?

Answer

Any variation from the stated standard will require City approval. It is anticipated that there may be circumstances under which more than one hour will be required to remove graffiti which can be incorporated in the negotiated contract. Curtailing service for graffiti removal is not an option.

Question 39: Are Volumes A, B and C of the proposal to be submitted in separate binders or can all Volumes be included in one binder with clearly marked tabs?

Answer All Volumes must be in separate binders.

Question 40: Part 1, Section 7.1 of the RFP requires Proposers to provide a Proposal Bond in the amount of \$100,000.00. Form 8 of the RFP, Part 4 requires a Proposal Bond in either (i) an unspecified amount, or (ii) five percent (5%) of the amount bid. Please confirm whether:
a. the unspecified amount is the \$100,000.00 referenced in Section 7.1 of Part 1;
b. the City is not requiring that Proposers submit a Proposal Bond with an alternative amount of five percent (5%) of the amount bid
c. or the City is permitting Proposers to choose between \$100,000.00 and five percent (5%) of the amount bid.

Answer See Addendum Item 5, Revised Part 1, Section 7.1.

Question 41: Are the current advisors or consultants of the City of Atlanta for operation and maintenance activities authorized to submit a proposal (as a prime and/or as a subcontractor)?

Answer Please see response to question 3.

Attachment No. 2

Revised Exhibit A.3,
Cost Proposal

**Atlanta Streetcar Operations RFP
Phase 1 Form**

	Phase 1 Costs		
	Hourly Rate	Proposed Hours	Phase 1 Cost
Personnel (list each type) Contracted Services			
Materials and Services Overhead Profit Workers Comp Auto Liability			
TOTAL COST			

**Atlanta Streetcar Operations RFP
Cost Forms**

	Year 1			Year 2			Year 3			Year 4			Year 5			Year 6 - 10		
	Hourly Rate	Annual Hours	Annual Cost	Hourly Rate	Annual Hours	Annual Cost	Hourly Rate	Annual Hours	Annual Cost	Hourly Rate	Annual Hours	Annual Cost	Hourly Rate	Annual Hours	Annual Cost	Hourly Rate	Annual Hours	Annual Cost
General Administrative																		
Personnel (list each type)																		
Total Administrative																		
Vehicle Operations																		
Personnel (list each type)																		
Overtime																		
Contracted Personnel																		
Total Vehicle Operations																		
Vehicle Maintenance																		
Personnel (list each type)																		
Overtime																		
Contracted Personnel																		
Total Vehicle Maintenance																		
Non-Vehicle Maintenance																		
Personnel (list each type)																		
Overtime																		
Contracted Personnel																		
Total Non-Vehicle Maintenance																		
Bonds																		
Materials and Services																		
Workers Comp																		
Auto Liability																		
Subtotal Other Expenses																		
Subtotal Expenses																		
Overhead																		
Total Operator Cost						0			0			0			0			0
Cost per Revenue Hour	18,000			18,000				18,000			18,000			18,000			18,000	
Profit (1)																		
Cost per Revenue Hour																		
Rate for Added Service/hour																		

(1) NOTE: Profit may not be calculated as a % of hourly rates

Attachment No. 3

Revised Appendix B, Insurance and Bonding Requirements

APPENDIX B
INSURANCE & BONDING REQUIREMENTS
FC-8829 O&M of the Atlanta Streetcar

A. Preamble

The following requirements apply to all work under the agreement. Compliance is required by all Contractors/Consultants. **To the extent permitted by applicable law, the City of Atlanta (“City”) reserves the right to adjust or waive any insurance or bonding requirements contained in this Appendix B and applicable to the agreement.**

1. Evidence of Insurance Required Before Work Begins

No work under the agreement may be commenced until all insurance and bonding requirements contained in this Appendix B, or required by applicable law, have been complied with and evidence of such compliance satisfactory to City as to form and content has been filed with City. Contractor/Consultant must provide City with a Certificate of Insurance that clearly and unconditionally indicates that Contractor/Consultant has complied with all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement. If the Contractor/Consultant is a joint venture, the insurance certificate should name the joint venture, rather than the joint venture partners individually, as the primary insured. In accordance with the solicitation documents applicable to the agreement at the time Contractor/Consultant submits to City its executed agreement, Contractor/Consultant must satisfy all insurance and bonding requirements required by this Appendix B and applicable by law, and provide the required written documentation to City evidencing such compliance. In the event that Contractor/Consultant does not comply with such submittal requirements within the time period established by the solicitation documents applicable to the agreement, City may, in addition to any other rights City may have under the solicitation documents applicable to the agreement or under applicable law, make a claim against any bid security provided by Contractor/Consultant.

2. Minimum Financial Security Requirements

All companies providing insurance required by this Appendix B must meet certain minimum financial security requirements. These requirements must conform to the ratings published by A.M. Best & Co. in the current Best's Key Rating Guide - Property-Casualty. The ratings for each company must be indicated on the documentation provided by Contractor/Consultant to City certifying that all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement have been unconditionally satisfied.

For all agreements, regardless of size, companies providing insurance or bonds under the agreement must meet the following requirements:

- i) Best's rating not less than A-,
- ii) Best's Financial Size Category not less than Class VII, and

- iii) Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia.
- iv) All bid, performance and payment bonds must be underwritten by a U.S. Treasury Circular 570 listed company.

If the issuing company does not meet these minimum requirements, or for any other reason is or becomes unsatisfactory to City, City will notify Contractor/Consultant in writing. Contractor/Consultant must promptly obtain a new policy or bond issued by an insurer acceptable to City and submits to City evidence of its compliance with these conditions.

Contractor/Consultant's failure to comply with all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement will not relieve Contractor/Consultant from any liability under the agreement. Contractor/Consultant's obligations to comply with all insurance and bonding requirements set forth in Appendix B and applicable to the agreement will not be construed to conflict with or limit Contractor/Consultant's/Consultant's indemnification obligations under the agreement.

3. Insurance Required for Duration of Contract

All insurance and bonds required by this Appendix B must be maintained during the entire term of the agreement, including any renewal or extension terms, and until all work has been completed to the satisfaction of City.

4. Notices of Cancellation & Renewal

Contractor/Consultant must, notify the City of Atlanta in writing at the address listed below by mail, hand-delivery or facsimile transmission, within 2 days of any notices received from any insurance carriers providing insurance coverage under this Agreement and Appendix B that concern the proposed cancellation, or termination of coverage.

Enterprise Risk Management
68 Mitchell St. Suite 9100
Atlanta, GA 30303
Facsimile No. (404) 658-7450

Confirmation of any mailed notices must be evidenced by return receipts of registered or certified mail.

Contractor/Consultant shall provide the City with evidence of required insurance prior to the commencement of this agreement, and, thereafter, with a certificate evidencing renewals or changes to required policies of insurance at least fifteen (15) days prior to the expiration of previously provided certificates.

5. Agent Acting as Authorized Representative

Each and every agent acting as Authorized Representative on behalf of a company affording coverage under this contract shall warrant when signing the Accord Certificate of Insurance that specific authorization has been granted by

the Companies for the Agent to bind coverage as required and to execute the Acord Certificates of Insurance as evidence of such coverage. City of Atlanta coverage requirements may be broader than the original policies; these requirements have been conveyed to the Companies for these terms and conditions.

In addition, each and every agent shall warrant when signing the Acord Certificate of Insurance that the Agent is licensed to do business in the State of Georgia and that the Company or Companies are currently in good standing in the State of Georgia.

6. Certificate Holder

The **City of Atlanta** must be named as certificate holder. All notices must be mailed to the attention of **Enterprise Risk Management** at **68 Mitchell Street, Suite, 9100, Atlanta, Georgia 30303**.

7. Project Number & Name

The project number and name must be referenced in the description section of the insurance certificate.

8. Additional Insured Endorsements Form CG 20 26 07 04 or equivalent

The City must be covered as Additional Insured under all insurance (except worker's compensation and professional liability) required by this Appendix B and such insurance must be primary with respect to the Additional Insured. **Contractor/Consultant must submit to City an Additional Insured Endorsement evidencing City's rights as an Additional Insured for each policy of insurance under which it is required to be an additional insured pursuant to this Appendix B. Endorsement must not exclude the Additional Insured from Products - Completed Operations coverage. The City shall not have liability for any premiums charged for such coverage.**

9. Mandatory Sub-Contractor/Consultant Compliance

Contractor/Consultant must require and ensure that all subContractor/Consultants/subconsultants at all tiers to be sufficiently insured/bonded based on the scope of work performed under this agreement.

10. Self Insured Retentions, Deductibles or Similar Obligations

Any self insured retention, deductible or similar obligation will be the sole responsibility of the contractor.

A. Workers' Compensation and Employer's Liability Insurance

Contractor/Consultant must procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits to cover each employee who is or may be engaged in work under the agreement. :

Workers' Compensation. **Statutory**

Employer's Liability:

Bodily Injury by Accident/Disease **\$1,000,000 each accident**
Bodily Injury by Accident/Disease **\$1,000,000 each employee**
Bodily Injury by Accident/Disease **\$1,000,000 policy limit**

B. Commercial General Liability Insurance

Contractor/Consultant must procure and maintain Commercial General Liability Insurance on form (CG 00 00 01 or equivalent) in an amount not less than **\$1,000,000 per occurrence subject to a \$2,000,000 aggregate.** The following indicated extensions of coverage must be provided:

- Contractual Liability
- Broad Form Property Damage
- Premises Operations
- Personal Injury
- Advertising Injury
- Fire Legal Liability
- Medical Expense
- Independent Contractor/Consultants/SubContractor/Consultants
- Products – Completed Operations
- Explosion, Collapse and Underground (XCU) Liability
- Additional Insured Endorsement* (primary& non-contributing in favor of the City of Atlanta)
- Waiver of Subrogation in favor of the City of Atlanta

C. Commercial Automobile Liability Insurance

Contractor/Consultant must procure and maintain Automobile Liability Insurance in an amount not less than **\$1,000,000** Bodily Injury and Property Damage combined single limit. The following indicated extensions of coverage must be provided:

- Owned, Non-owned & Hired Vehicles
- Waiver of Subrogation in favor of the City of Atlanta

If Contractor/Consultant does not own any automobiles in the corporate name, non-owned vehicle coverage will apply and must be endorsed on either Contractor/Consultant's personal automobile policy or the Commercial General Liability coverage required under this Appendix B.

D. Excess or Umbrella Liability Insurance

Contractor/Consultant shall procure and maintain a policy providing Excess or Umbrella Liability Insurance which is at least as broad as the underlying policy. This insurance, which shall be maintained throughout the life of the contract, shall be in an amount of not less than **\$3,000,000 per occurrence**.

- Coverage must follow form with primary policy
- May be used to achieve minimum liability limits
- Coverage must be as broad as primary policy

E. Property Coverage/Inland Marine

Contractor/Consultant shall procure and maintain all risk property coverage in an amount equal to replacement value for all equipment, furniture, fixtures, machinery and/or personal property

F. Professional Liability Insurance

Contractor/Consultant shall procure and maintain during the life of this contract Professional Liability Insurance in an amount of **\$1,000,000** per occurrence and annual aggregate. The policy will fully address the Contractor/Consultant's professional services associated with the scope of work contained in this document. The policy will include at least a three year Extended Reporting Provision.

G. Commercial General Liability Insurance

Contractor/Consultant must procure and maintain Railroad Liability Insurance in an amount not less than **\$10,000,000 per occurrence subject to a \$20,000,000 aggregate** with an SIR of no larger than **\$100,000**.

H. Payment Bond

Contractor/Consultant shall furnish a Payment Bond to the City in an amount equal to **100 percent of the total contract value** and for the duration of the entire term.

The person executing the Bonds on behalf of the surety shall file with the Bonds a general power of attorney unlimited as to amount and type of bonds covered by such power of attorney, and certified by an official of said surety. **Be a U.S. Treasury Circular 570 listed company.**

Attachment No. 4

Exhibit A.5, Sample Staffing Table for Proponents

Atlanta Streetcar Operations Staffing Proposal Personnel

Administration	Year 1	Year 2	Year 3	Year 4	Year 5
Name Each Classification	X.XX	X.XX	X.XX	X.XX	X.XX
Name Each Classification	X.XX	X.XX	X.XX	X.XX	X.XX
Name Each Classification	X.XX	X.XX	X.XX	X.XX	X.XX
	X.XX	X.XX	X.XX	X.XX	X.XX
Vehicle Operations					
Name Each Classification	X.XX	X.XX	X.XX	X.XX	X.XX
Name Each Classification	X.XX	X.XX	X.XX	X.XX	X.XX
Name Each Classification	X.XX	X.XX	X.XX	X.XX	X.XX
	X.XX	X.XX	X.XX	X.XX	X.XX
Vehicle Maintenance					
Name Each Classification	X.XX	X.XX	X.XX	X.XX	X.XX
Name Each Classification	X.XX	X.XX	X.XX	X.XX	X.XX
Name Each Classification	X.XX	X.XX	X.XX	X.XX	X.XX
	X.XX	X.XX	X.XX	X.XX	X.XX
Non-Vehicle Maintenance					
Name Each Classification	X.XX	X.XX	X.XX	X.XX	X.XX
Name Each Classification	X.XX	X.XX	X.XX	X.XX	X.XX
Name Each Classification	X.XX	X.XX	X.XX	X.XX	X.XX
	X.XX	X.XX	X.XX	X.XX	X.XX
TOTAL FTE	XX.XX	XX.XX	XX.XX	XX.XX	XX.XX

**Atlanta Streetcar
Base and Special Service Staffing**

	2 Trains	Base + Special
Administration		
Name Each Classification	X.XX	X.XX
Name Each Classification	X.XX	X.XX
Name Each Classification	X.XX	X.XX
	X.XX	X.XX
Vehicle Operations		
Name Each Classification	X.XX	X.XX
Name Each Classification	X.XX	X.XX
Name Each Classification	X.XX	X.XX
	X.XX	X.XX
Vehicle Maintenance		
Name Each Classification	X.XX	X.XX
Name Each Classification	X.XX	X.XX
Name Each Classification	X.XX	X.XX
	X.XX	X.XX
Non-Vehicle Maintenance		
Name Each Classification	X.XX	X.XX
Name Each Classification	X.XX	X.XX
Name Each Classification	X.XX	X.XX
	X.XX	X.XX
TOTAL FTE	XX.XX	XX.XX
Operating Hours	12,240	18,000