

ADDENDUM
to
Request For Proposal

CITY OF SCOTT
AUTOMATED CURBSIDE COLLECTION AND DISPOSAL OF
RESIDENTIAL/SMALL COMMERCIAL SOLID WASTE, RECYCLABLES,
YARD WASTE AND WHITE GOODS WITHIN THE CITY LIMITS OF
SCOTT (SOLID WASTE SERVICES)

ADDENDUM NO. 2

April 13, 2022

This Addendum shall become a permanent part of the above referenced Request For Proposal and shall alter the specifications. The following items shall take precedence over the referred to counterparts in the specifications and other contract documents and any other portions in conflict herewith.

SPECIFICATIONS

1. Located in Request for Proposal Specifications, **SCOPE OF WORK, Section 3.07 Recyclable Materials**

ADD: “Recyclable Materials shall include aluminum cans, newsprint, plastic containers numbered #1-7, tin cans, mixed paper and/or other materials mutually agreed upon by the Contractor and the City.”

CLARIFICATIONS

1. One (1) original and five (5) copies of the proposal shall be included in submittal package to the City.

QUESTIONS AND ANSWERS

1. **Q. Legal Entity:** The correct legal entity to sign the contract resultant to this Bid (“Contract”) and perform the services for Republic (if successful bidder) is BFI Waste Services, LLC dba Republic Services of Acadiana – Scott.

A. The RFP language remains unchanged.

2. **Q. Section 9.0, Page 23:** Contractor’s indemnity obligations should be limited to claims to the extent caused by Contractor’s gross negligence or willful misconduct. Further, No payment due to Contractor should be withheld by City. (Also refer Section 5.04, Page 20-21)

A. The RFP language remains unchanged.

3. Q. **Section 9.02, Page 23- 24:** The RFP response should include a detailed description of the type of waste Contractor will collect and dispose of, along with definitions for waste that Contractor will not collect or dispose of such as hazardous/ unacceptable wastes. Further, Contractor must have a right to reject any unacceptable/hazardous waste provided by any residential or commercial unit
 - A. The RFP language remains unchanged.

4. Q. **Section 12, Page 24:** The Contract should also include additional events of Force Majeure so that Contractor's performance is excused for events such as compliance with Applicable Laws or governmental orders and inclement weather, etc. (Also refer Section 3.08, Page 16)
 - A. The RFP language remains unchanged.

5. Q. **Section 16.0, Page 25:** Title to and liability for any hazardous/unacceptable waste must not pass to Contractor at any time.
 - A. The RFP language remains unchanged.

6. Q. **Section 19.02, Page 26:** No material provided by City for disposal or recycling shall be considered as Confidential Information. Further, nothing in this Contract shall prevent Contractor from disclosing to others or using in any manner information, which Contractor can show:
 - (a) Has been published and has become part of the public domain other than by acts, omissions or fault of Contractor or its agents and employees;
 - (b) Has been furnished or made known to Contractor by third parties (other than those acting directly for or on behalf of Contractor) as a matter of legal right without restrictions on its disclosure;
 - (c) Was in a Contractor's possession prior to the disclosure thereof by City to Contractor; and/or
 - (d) Is required by any applicable law to be disclosed to any governmental agency as part of the normal course of complying with the agency's rules or regulations.
 - A. The RFP language remains unchanged.

7. Q. **Section 3.01, Page 15:** Contractor should be obligated to provide carts or other equipment's in good working condition and not necessarily "new" as specified under this section. (Also refer Section 4.07.2, Page 18)
 - A. The RFP language remains unchanged.

8. Q. **Section 3.07, Page 15-16:** Please provide the list of recyclables that Contractor would be required to collect. If there are any concerns with respect to contamination of recyclables, the Contract must mention such provision which would protect Contractor from such contamination.
 - A. Recyclable Materials list is provided in this Addendum No. 2 Specifications. No additional details or specifications will be provided.

9. **Q. Section 4.06, Page 17:** Contractor should not be liable for any penalty as specified in this section. Further, City should not deduct any amount from the payments due to Contractor at any given point of time.

A. The RFP language remains unchanged.

10. **Q. Section 4.07, Page 17-18:** Contractor shall repair or replace any equipment only if the damage is caused due to Contractor's sole gross negligence or willful misconduct except normal wear and tear caused pursuant to the services performed under this Contract. (Also refer Section 4.07.2, Page 18; Section 4.07.4, Page 18; Section 17.03, Page 25; Section 17.05, Page 26)

A. The RFP language remains unchanged.

11. **Q. Section 4.07.3, Page 17-18:** City's right to inspection be subject to include advance reasonable notice and appropriate limitations as to the scope and frequency of the inspection.

A. The RFP language remains unchanged.

12. **Q. Section 5.05, Page 21:** Contractor shall have the ability to charge interest on late payment in the event City does not pay Contractor on time. Further, Contractor should have an ability to increase the rates after signing the Contract on account of Fuel. (Also refer Section 5.01, Page 20; Section 5.02, Page 20; Section 5.03, Page 20)

A. The RFP language remains unchanged.

13. **Q. Section 5.06, Page 21:** City's right to audit be subject to include advance reasonable notice and appropriate limitations as to the scope and frequency of the audit. Further, Contractor should only be obligated to maintain such records for a period of two years after the completion of services under this Contract. Further, audit can be performed by City once per year. (Also refer Section 17.07, Page 26)

A. The RFP language remains unchanged.

14. **Q. Section 6.0, Page 21:** In any event the amount of performance bond or surety should not be more than the annual value of the Contract and should be renewed annually. (Also refer Section 5, Page 4)

A. The RFP language remains unchanged. The performance bond may be renewed annually.

15. **Q. Section 13.0, Page 24:** Contractor should have an absolute right of assignment of the Contract. In the alternative, the consent should not be unreasonably withheld, delayed or conditioned by City and no consent is required for transfers to affiliates and/or in connection with the sale or purchase of a business.

A. The RFP language remains unchanged.

16. Q. **Section 14.0, Page 25:** If from business standpoint, the services Contractor has to provide to City are intended to be exclusive, the Contract should state that the services Contractor will provide are exclusive for the locations that Contractor service.

A. The RFP language remains unchanged.

17. Q. **Section 15.0, Page 25:** Contractor should be given a cure period of at least thirty (30) days to cure Contractor's breach. In the event of Contractor's failure to cure such breach, the Contract can be terminated upon at least thirty (30) days prior written notice by City.

Further, Contractor should be allowed to terminate the Contract upon City's breach after City has the opportunity to cure that breach within a certain number of days.

A. The RFP language remains unchanged.

18. Q. **Exhibit A, Page 28:** Following changes are made to Exhibit A - Insurance Requirements:

- Delete the letter "D" after the word "Disease" from the table, point 2 automobile liability of this section;
- Replace the word "A+" with the word "A-" from the third line of the paragraph of this section;
- Replace the word "XV" with the word "VIII" from the third line of the paragraph of this section;
- Replace the word "a" with the word "An ACCORD 25" from the fourth line of the paragraph of this section;
- Deletion of the words "on a form of reasonably accepted to the city" from the fourth and fifth line of the paragraph this section;
- Replace the word "will also" with the word "shall be supplemented with a blanket form endorsement that" from the sixth line of paragraph of this section;
- Insertion of the words "except Worker's Compensation & Umbrella" in the seventh line of paragraph of this section;
- Deletion of the words "named" from the eighth line of this section;
- Insertion of the words "via Blanket- form endorsement" in the ninth line of this section;
- Insertion of the words "via Blanket- form endorsement" in the eleventh line of this section;

- Insertion of the word “liability” after the word “contractors” in the fifteenth line of this section;
- Insertion of the new point “umbrella/excess liability may be utilized in combination with any of the contractors’ policies to obtain the required limits” after the last line of this section.

A. A revised Exhibit A - Insurance Requirements is attached to this Addendum.

19. Q. Could you please define “large dead animals”? Previously, the definition included dead animals (not livestock) that weigh ten pounds or more at the time of death. Does that definition still apply, and can it be stated in the contract?

A. Large Dead Animals are defined in Section 2.07.

20. Q. May we please be provided with a draft of Exhibit C for review?

A. A revised Exhibit C - Contractor's Performance Bond form is attached to this Addendum.

21. Q. **Section 1.05 – Cart – Solid Waste** - Will Shaffer[®] model carts be considered acceptable to the city?

A. Yes.

22. Q. **1.06 – Cart– Recycling** – can the receptacle be a *minimum* of 65 gallons? That is, would a 95-gallon Shaffer[®] model cart be acceptable for recycling?

A. Yes.

END OF ADDENDUM NO. 2

City of Scott

Fax : (337) 233-0240 Email: bdugas@cityofscott.org

Bidder shall sign and return this addendum form by facsimile to the above listed number or by scan and email, to acknowledge receipt of this addendum. Contractor shall also note the addendum number and date or attach the addendum to their sealed proposal. Failure to submit will result in disqualification.

Signature : _____

Company : _____

Date : _____

**EXHIBIT A
INSURANCE REQUIREMENTS**

During the term of this Contract, Contractor shall maintain in force, at its expense, insurance coverage with minimum limits as follows:

Workers' Compensation	
Coverage A	Statutory - as required by Louisiana law governing workers' compensation.
Coverage B – Employers Liability	\$1, 000,000 each Bodily Injury by Accident \$1, 000,000 policy limit Bodily Injury by Disease \$1, 000,000 each occurrence Bodily Injury by Disease
Automobile Liability	
Bodily Injury/Property Damage Combined - Single Limit	\$5, 000,000 Coverage is to apply to any auto, including all owned, non-owned, scheduled, hired and leased vehicles.
Motor Carrier Act of 1980 Endorsement	The policy shall be endorsed for the financial responsibility requirements for public liability under Sections 29 and 30 of the Motor Carrier Act of 1980 using ISO Form MCS-90.
Commercial General Liability	
Bodily Injury/Property Damage Combined - Single Limit	\$2,500,000 each occurrence \$10,000,000 general aggregate

All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by the City. All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least "A-" and a financial size category of at least VIII. Prior to this Contract being executed, Contractor shall furnish the City with a certificate of insurance on a form reasonably acceptable to the City, evidencing that such coverages are in effect. Such certificate: (i) will also provide for 30 days prior written notice to the City of cancellation or material changes to any policy; (ii) shall show the City, its employees, agents, representatives, officers, directors, elected and appointed officials, and volunteers as additional named insureds under the Automobile and General Liability policies; and, (iii) shall contain waivers of subrogation in favor of the City, its employees, agents, representatives, officers, directors, elected and appointed officials, and volunteers (including the Worker's Compensation policy). In addition, the following requirements apply:

- The Commercial General Liability policy must include broad form contractual liability coverage specifically covering Contractor's indemnification of the City herein. The Commercial General Liability policy, at a minimum, must also include coverage for premises operations, independent contractors, products-completed operations, broad form property damage and personal & advertising injury liability.
- The Automobile Liability and Commercial General Liability policies shall also contain cross Liability/Severability of Interests provisions assuring that the acts of one insured do not affect the applicability of coverage to another insured.

EXHIBIT C

PERFORMANCE BOND

(Page 1 of 2)

KNOW ALL MEN BY THESE PRESENTS That, _____

(hereinafter called Principal) as Principal, and _____

a corporation duly organized under the laws of the _____ of _____

and duly authorized and licensed to do business in the _____ of _____

(hereinafter called Surety), as Surety, are held and firmly bound unto _____

(hereinafter called the Obligee), as Obligee, in the full and just sum of _____

_____ Dollars (\$ _____),

to the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has entered into a certain written contract with the above mentioned

Obligee dated _____ for _____

for a period of _____ years which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein, and

WHEREAS, the Obligee has agreed to accept a bond guaranteeing the performance of said contract **for a period of only one year.**

NOW, THEREFORE, if Principal shall faithfully perform such contract or shall indemnify and save harmless the Obligee from all cost and damage by reason of Principal's failure so to do, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

PERFORMANCE BOND
(Page 2 of 2)

PROVIDED, HOWEVER, that this bond is subject to the following conditions and provisions:

1. This bond is for the term beginning _____ and ending _____, unless released by the Obligee prior thereto. However, the term of this bond may be renewed for an additional one-year period(s) by the issuance of a Continuation Certificate by the Surety.
2. In the event of default by the Principal in performance of the contract during the term of this bond the Surety shall be liable only for the loss to the Obligee for actual excess costs of performance of the contract up to the expiration of the term of this bond and in no event shall the liability of the Surety exceed the penal sum stated in this bond.
3. No claim, action, suit or proceeding, except as hereinafter set forth, shall be instituted or maintained against the Surety under this instrument unless same be brought or instituted and process served upon the Surety within one year after the expiration of the term of this bond.
4. Neither non-renewal by the Surety, nor failure, nor inability of the Principal to file a performance bond for subsequent terms under said contract shall constitute loss to the Obligee recoverable under this bond.
5. The bond may be extended for additional terms at the option of the Surety, by continuation certificate executed by the Surety and the Principal but regardless of the number of extensions for additional terms and the number of premiums which shall be payable or paid, the liability of the Surety hereunder shall not be cumulative from year to year nor period to period.
6. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the administrators or successors of the Obligee.

Signed and sealed this _____ day of _____, _____

(Principal)

(Surety)

By: _____

By: _____