

September 3, 2020

TO: All Proposers under Request for Proposal No. 20-500544

FROM: Department of Purchasing and Contracting, DeKalb County, Georgia

ADDENDUM NO. 3

Request for Proposal (RFP) No. 20-500544 On-Call Engineering Services is amended as follows:

- A. It is **Mandatory** that proposers acknowledge Addendum 3.
- B. Deadline for Submission of Proposals has been extended to **Friday, September 25, 2020, 3:00 P.M. ET.** The location has NOT changed.
- C. **Modification to the request for proposal.**
 - 1. **II. Proposal Format, A. Rate Proposal Form, 1.** Revised to read as follows:

The rate proposal form must be submitted as one (1) hardcopy original and on one (1) unlocked flash drive. Both submittals must be submitted together within a separate, sealed envelope with the responder's name and "Rate Proposal for Request for Proposals No. 20-500544 On Call Engineering Services" written on the outside of the envelope.

- 2. **II. Proposal Format, B. Technical Proposal.** Revised to read as follows:

- 1. **Submittals** - Technical Proposals must be submitted in a sealed envelope(s) or box(es) with the responder's name and "Request for Proposals No. 20-500544 On Call Engineering Services" on the outside of each envelope or box.

The Technical Proposal shall include responses to all the information requested in this RFP, except the information specifically required for the Rate Proposal Form. The Technical Proposal submittal shall be submitted as one (1) hardcopy stamped "Original" with one (1) copy submitted on an unlocked flash drive.

Each Proposer assumes full responsibility for timely delivery of its PROPOSAL at the required location. Any PROPOSAL received after the submittal deadline shall be deemed nonresponsive and returned.

- 2. **Format** – The Technical Proposal shall be prepared using 12-point size and the hardcopy stamped "Original" inserted in a standard three-hole

punch notebook. The Technical Proposal shall be prepared on standard 8-1/2" x 11" letter size paper on 50 single sided sheets or 25 double sided sheets for a total not to exceed 50 pages. Ledger-sized (11" x 17") paper is allowed for purposes of organizational charts, experience matrices, etc. and are not included within the page limits. Brevity and specificity are encouraged. Concise presentation of pertinent information and organization of the submittal is imperative. The County prefers a well-planned, straightforward business presentation with brief explanations.

3. IV. Contract Administration, B. Submittal Instructions. Revised to read as follows:

B. Submittal Instructions

One (1) hardcopy original Technical Proposal stamped "Original" and one (1) identical copy of the Technical Proposal on an unlocked flash drive (do not include the Rate Proposal). Must be submitted to the following address no later than 3:00 p.m. on September 25, 2020:

DeKalb County Department of Purchasing and Contracting
The Maloof Center, 2nd Floor
1300 Commerce Drive
Decatur, Georgia 30030

RATE PROPOSAL MUST BE INCLUDED IN SEPARATE SEALED ENVELOPE AS INDICATED IN SECTION II., A. RATE PROPOSAL FORM.

Proposals must be clearly identified on the outside of the packaging with the responder's name and "Request for Proposals No. 20-500544 On Call Engineering Services" on the outside of the envelope(s) or box(es).

It is the responsibility of each Responder to ensure that its submission is received by 3:00 p.m. on the proposal due date. The time and date stamp clock located in the Department of Purchasing & Contracting shall serve as the official authority to determine lateness of any response. The RFP opening time shall be strictly observed. Be aware that visitors to our offices will go through a security screening process upon entering the building. Responders should plan enough time to

ensure that they will be able to deliver their submission prior to our deadline. Late submissions, for whatever reason, will not be evaluated. Responders should plan their deliveries accordingly. Telephone or fax proposals will not be accepted.

4. Attachment K, Sample County Contract for Professional Services, Article IV. General Conditions, H. Indemnification Agreement. Revised to read as follows:

H. Indemnification Agreement The Contractor shall be responsible from the execution date or from the time of the beginning of the Work, whichever shall be the earlier, for all injury or damage of any kind resulting from the Work, to persons or property, including employees and property of the County to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of Contractor or other persons employed by Contractor or utilized by Contractor in the performance of the Work. The Contractor shall exonerate, indemnify, and save harmless the County, its elected officials, officers, employees, agents and servants, hereinafter collectively referred to in this General Requirement as “the County Indemnitees,” from and against all claims or actions based upon or arising out of any damage or injury (including without limitation any injury or death to persons and any damage to property) caused by or sustained in connection with the performance of this Contract or by conditions created thereby or arising out of or any way connected with Work performed under this Contract, as well as all expenses incidental to the defense of any such claims, litigation, and actions to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of Contractor or other persons employed by Contractor or utilized by Contractor in the performance of the Work. Furthermore, Contractor shall assume and pay for, without cost to the County Indemnitees, the defense of any and all claims, litigation, and actions suffered through any negligent, reckless or intentionally wrongful act or omission of the Contractor, or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. As between the County Indemnitees and the Contractor as the other party, the Contractor shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, resulting from any kind of claim made by Contractor’s employees, agents, vendors, Suppliers or Subcontractors caused by or resulting from any negligent, reckless or

intentionally wrongful act or omission of the Contractor, vendors, Suppliers, or Subcontractors, or any of their officers, agents, servants, or employees. The Contractor shall defend, indemnify, and hold harmless the County Indemnitees from and against any and all claims, loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury. The Contractor expressly agrees to provide a full and complete defense against any claims brought or actions filed against the County Indemnitees, where such claim or action involves, in whole or in part, the subject of the indemnity contained in this Contract, whether such claims or actions are rightfully or wrongfully brought or filed. The County has the sole discretion to choose the counsel who will provide the defense. No provision of this Contract and nothing herein shall be construed as creating any individual or personal liability on the part of any elected official, officer, employee, agent or servant of the County, nor shall the Contract be construed as giving any rights or benefits hereunder to anyone other than the parties to this Contract.

5. Attachment K, Sample County Contract for Professional Services, Article IV. General Conditions, I. Insurance, 2. Additional Insured Requirement, (a). Revised to read as follows:

- (a) The County, its elected officials, officers, employees and agents, hereinafter referred to in this article and in the article entitled “Certificates of Insurance” as “the County and its officers” are to be named as additional insured on all policies of insurance except worker’s compensation and professional liability insurance with no cross suits exclusion. The County and its officers shall be included as additional insureds under commercial general liability and commercial umbrella insurance, for liabilities arising out of both the ongoing and completed operations of Contractor. Such additional insured coverage shall be endorsed to Contractor’s policy by attachment of ISO Additional Insured Endorsement forms CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (products-completed operations), or form(s) providing equivalent coverage.

6. Attachment K, Sample County Contract for Professional Services, Article IV. General Conditions, I. Insurance, 8. Revised to read as follows:

- 8. Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least 30 days written notice for cancellation or non-renewal and 10-day notice for non-payment to the County. Policies and Certificates of Insurance listing the County and its officers as

additional insureds (except for workers' compensation insurance) shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in this Contract.

D. QUESTIONS AND ANSWERS

We have received questions pertaining to this request for proposal. The questions and their resulting answers appear below:

- 1. Question:** (pg. 5) 5. Firm Qualifications & Experience – d. – To clarify, what do terms A-D refer to?

Answer: II. Proposal Format, B. Technical Proposal, 5. Firm Qualifications and Experience, d. Delete in its entirety.

- 2. Question:** (pg. 27) Attachment B – Rate Proposal Form – To clarify, what is intended to go in the column “Proposer Equivalent Labor Class”? Does the proposer supply some back-up document to support those labor class equivalents. Can the county confirm, if this is the proposer’s corresponding labor classification(s), presumably how staff would be classified and billed – have added a question below about providing some minimum qualifications for each of these titles so that County is comparing comparable skill sets.

Answer: Proposer Equivalent Labor Class refers to different names different consultants may use (e.g. Vice President = Principal in Charge). No, back-up documentation is not required to support the labor class equivalents. Yes, staff will be billed at the labor rates provided in the table.

- 3. Question:** Is there a cap on project size to be delivered under this Contract?

Answer: Yes. The cap is limited to the contract amount awarded.

- 4. Question:** Is all work to be delivered traditional design-bid-build?

Answer: No. All work is not the design of projects. Work may be studies or investigations. Some work may be done as a design build format. Other work may be done by annual on-call contractors.

- 5. Question:** Page 6 of the RFP and Attachment B states that all ODCs are to be included in the rates provides. The Scope of Services may require surveys, easements, geotechnical investigations, laboratory testing, etc. that are normally billed based on unit quantity of services provided, not hourly rates (eg, cost of drilling rigs/borings per linear foot, cost of specialized laboratory tests per sample

analyzed). Please confirm that specialized services such as these are not to be incorporated into the hourly billing rates and that the hourly billing rates are only to include routine ODCs such as printing, local mileage, etc.).

Answer: Specialized services such as lab testing, Geotech testing, etc. are not to be provided in the rates. These services are negotiated as required on each task order. ODC's should cover items such as printing and mileage.

- 6. Question:** Some assignments may benefit from bringing in a Subject Matter Expert; can this category be added to Attachment B?

Answer: No, a Subject Matter Expert (SME) category cannot be added to Attachment B. If a SME is needed it will be determine once a task order is assigned.

- 7. Question:** Will DeKalb consider ODCs for air travel, hotel, etc. if pre-approved by DeKalb?

Answer: Yes, ODCs for air, travel, lodging, meals will be considered by the County and approved on a case by case basis.

- 8. Question:** Do all subs have to map to the 14 categories on the rate table; ie, all team members must bill to the same rates?

Answer: The labor rates provided are those of the prime consultant. The rates of sub-consultants may be different than those provided by the prime. The rates of the sub-consultant and prime are between those two entities.

- 9. Question:** May we get a copy of the CIP for Consent Decree and non-Consent Decree projects that this contract will be utilized for?

Answer: No, a copy of the CIP for Consent Decree and non-Consent Decree projects for this contract will not be provided.

- 10. Question:** Is a PE license required for the Principal in Charge?

Answer: No, a PE license is not required for the Principal in Charge. However, any plans designed by the consultant team must be signed and sealed by a licensed professional engineer in Georgia.

- 11. Question:** Please confirm that the proposed rates in the proposal will be used for all projects, including projects funded by alternative funding sources such as WIFIA?

Answer: All projects will be funded at the rates submitted in the rate proposal form

including funding sources such as WIFIA. Therefore, you must ensure that your rates comply with Davis-Bacon.

- 12. Question:** Will DWM rely on current demand services contractors to complete field work associated with assessment such as CCTV, smoke testing, etc of the existing sewer system?

Answer: Yes, field assessment such as CCTV, smoke testing, etc. are handled under a separate contract.

- 13. Question:** Please confirm that the contract limit will be less than the \$5M threshold for a Mentor Protégé.

Answer: Awarded contract(s) will be less than the \$5 Million threshold required for a Mentor Protégé.

- 14. Question:** It is noted that 11x17 size paper is allowed for purposes of Organizational charts, experience matrices, etc. and are not included within the page limits. Is there a limit on how many 11x17 pages can be used without them counting towards 50 page limit for the proposal.

Answer: There is no limit on the number of 11"x17" pages that may be submitted with your proposal to show organizational charts, experience matrices, etc. However, should other information be presented on the 11"x17" sheets such as qualifications, project management, etc. (not in matrix format) these sheets will count toward your 50 pages limit. We advise that you only use 11"x17" sheets if needed to show organizational charts and matrices.

- 15. Question:** Business License and professional license – Is that required for the prime only or required for all sub-consultants?

Answer: They are required for both the prime and the sub-consultants.

- 16. Question:** Item 5 (d.) on page 7 states the following: "Provide information regarding any changes or trends in terms A-D over the last five years (e.g. company acquisitions, organization size, etc.) The underlined part (terms A-D) of this sentence is not clear.

Answer: Please refer to Question and Answer No. 1.

- 17. Question:** Will Dekalb County allow firms to provide a submittal as a prime in one category from the RFP– AND – to be a sub on another firm's submittal who may be

proposing on many categories from the RFP?

Answer: Yes. Primes may submit as subcontractors on other teams.

18. Question: For items not covered in “Attachment A Scope of Work – Task 3 and 4” for manhour rates such as SUE and Geotech, will these costs be added and negotiated at the time of service? If not, how will the fees be covered?

Answer: The fees for SUE and Geotech will be negotiated at the time of service.

19. Question: Can the following categories be added to “Attachment B Rate Proposal Form”?

- Senior Project Manager
- Registered Landscape Architect
- Landscape Designer
- Professional Land Surveyor
- Contract Administrator
- Asset Management Specialist
- GIS Specialist
- Senior Stakeholder Engagement & Public Outreach Specialist
- Construction Manager
- Construction Inspector
- Public Information Manager
- Senior Cost Estimator
- Cost Estimator
- Junior Cost Estimator

Answer: No, the above categories cannot be added to Attachment B, Rate Proposal Form. If you have different titles other than those provided you can show your equivalent labor rate in the space provided as “Proposer Equivalent Labor Class”.

20. Question: Section b – “Firm Qualifications and Experience”, Section c – “Project Organization, Personnel, and Staffing”, and Section e – “Experience and Qualifications of Proposer’s Staff and Subconsultants” have several items of overlap. Can the overlapped material be condensed into only one of the sections?

Answer: No, the overlap material cannot be condensed into only one of the Sections. You should provide information for each Section as requested.

- 21. Question:** During the preproposal video conference, Mr. Williams indicated potential projects that were not included in the RFP Scope of Work, Attachment A. Is there a more comprehensive list of project types that should be considered in the response for this RFP?

Answer: No, there is not a more comprehensive list of project types that should be considered for this RFP. Some projects will result from emergency needs.

- 22. Question:** In the “Project Organization, Personnel and Staffing” section under letter “d,” i. – vi. describe items typically included in a resume. Can you clarify if the County would like to see staff resumes under this section, or the section titled “Experience and Qualifications of Proposer’s Staff and Subconsultants”?

Answer: As indicated in the solicitation, the request listed in 6. *Project Organization, Personnel, and Staffing, d. Staffing level and Organization Chart* is not requesting resumes. The request listed in 8. *Experience and Qualifications of Proposer’s Staff and Subconsultants, a.* is requesting resumes. These resumes will be submitted in the appendices. Resumes do not count towards the 50-page limit.

- 23. Question:** Under the “Firm Qualifications and Experience” section, you ask that consultants provide “scope of work, total compensation paid, and terms of contract” for any past relevant experience. Can you clarify what the County would like to see as far as the “terms of contract” for each project provided in the submittal?

Answer: Terms of contract refers to describing whether the contract is “on-call services” or a separate standalone contract for a particular service such as a pump station design, linear sewer design, etc.

- 24. Question:** In the “Project Organization, Personnel and Staffing” section, the County asks for an organizational chart as well as a staffing level and function chart. Can you clarify the difference between a staffing level and function chart?

Answer: As indicated in the solicitation, the organizational chart is to include the information listed. Included in that organizational chart, the County wants to see team organization that includes roles and/or a function chart that identifies the various positions, personnel, staff, and their assigned roles on the anticipated contract.

- 25. Question:** Please confirm that the rates proposed under Attachment B will be applicable to each member of the Respondent’s team regardless of relationship (i.e. Prime/Sub, JV, etc.)?

Answer: Please refer to Question and Answer No. 8.

26. Question: Can a firm propose as prime and be on another team as a sub?

Answer: Yes, a firm can propose as a prime and be on another team as a sub.

27. Question: Are you looking for at least 6 references from the prime or should the references listed in Question 5 be shown for Question 11 as well? It appears you are asking for at least 3 references in Question 5 and then 3 additional references for both the prime and subs in Question 11.
Specifics for each question are show below.

Question 5 on page 7 of the RFP – Firm Qualifications and Experience states:

Provide past relevant experience and at **least three client references**. List references for projects in which your firm provided services of a similar nature as requested under this RFP. Provide scope of work, total compensation paid, and terms of contract.

- a. Be sure to provide the following:
 - i. Project name and description.
 - ii. Firm's scope of work or role on the project.
 - iii. Client name and address; and
 - iv. Client contact information (Contact person's full name, title and telephone number).

Question 11 on pages 9 and 10 of the RFP – References also states:

- a. Responder shall provide three (3) references for projects similar in size and scope to the project specified herein using the *Contractor Reference and Release Form* attached hereto as Attachment D.
- b. Provide three (3) references for each subcontractor proposed as a part of the project team. The references shall be for the same or similar types of services to be performed by the subcontractor (including LSBE-DeKalb and LSBE-MSA firms) on projects similar in size and scope to the project outlined in this RFP. Use Attachment E, *Subcontractor Reference and Release Form*.

Answer: No, we are not requesting at least six (6) references. At minimum, three

(3) references must be provided for the Prime utilizing *Attachment D, Contractor Reference and Release Form*. At minimum, three (3) references must be provided for each subcontractor, utilizing *Attachment E, Subcontractor Reference and Release Form*.

28. Question: In reference to Question 8 - Experience and Qualifications of Proposer's Staff and Subconsultants (found on page 9 of the RFP) should any of the projects and references be duplicates of what is required in Questions 5 or 11 or is up to the discretion of the proposing team?

8. b.ii. Provide the Proposer's experience and performance on similar projects **including client references for at least three (but no more than five) projects** that the Proposer believes to be relevant.

Answer: The County leaves this to the discretion of the proposing team. A skilled team should easily be able to submit multiple projects with verifiable references.

29. Question: Please confirm what information is required for Firm Qualifications and Experience, Question D. Should the question read "Provide information regarding any changes or trends in terms of A-C over the last five years (e.g. company acquisitions, organization size, etc.)?"

Answer: Please refer to Question and Answer No. 1.

30. Question: Please confirm the following list of items do not count towards the page limit.

- Attachments B and C
- Ledger Size (11X17) Organizational Charts and Experience Matrices
- Appendix, which includes Attachments D-J, Professional Licenses, and Exceptions to Scope of Work and Sample County Agreement
- Financial Statements
- Resumes

Answer: The above listed items do not count towards the fifty (50) page limit.

31. Question: Attachment B – Rate Proposal Form includes a rate table to be completed by the Responder that allows for different rates to be entered for each year of the contract (2021 – 2024) for each Labor Class. Note 2 of Attachment B states "2. There shall be no Billing Rate Escalation for the life of the contract" which appears to conflict with adding different rates for different years in the Rate Proposal Form. Is it correct that different rates can be entered into the Rate Proposal Form for each

year (2021 – 2024) for each Labor Class as was discussed during the pre-proposal conference?

Answer: Yes, it is correct that different rates can be entered for each year (2021-2024) for each Labor Class. There shall be no escalations on the provided rates for any year listed after contract award.

32. Question: Appendix B requests Required Professional Licenses. However, RFP pg. 13 notes that we can provide firm licenses “upon award” of the contract. Please specify what licenses the County would like included in Appendix B.

Answer: Copies of current Georgia Professional Engineering licenses must be included with proposal submittal. Licenses should be included in appendix.

33. Question: Client references are requested in Section B and Section E (in addition to Attachment D). Are the requested client references in Section E intended to be for each team member? (i.e., does the County want “at least three (but no more than five)” client references included on each key team member resume? Or are these client references intended to be for the firm/collective project team, in addition to the references provided in Section B?

Answer: No. At least three (but no more than five) verifiable references are requested for the Prime and subconsultants.

Please also refer to Question and Answer Nos. 27 and 28.

34. Question: Page 7, Section 5, Item b. of the RFP requests for Project Mix and/or Client Mix, please clarify the information the County desires to be provided? Is this a general statement to the types of clients and projects that the company works for (and on) or something more specific?

Answer: The information being requested by the County is the type of water/wastewater projects your firm has done and the clients that were provided the services. Yes, this is a general statement to the types of clients and projects that your company performed work for and is not something more specific.

35. Question: Page 8, Section 6, Item d. v. of the RFP requests relevant human resource availability throughout the agreement term particularly for project manager and key

personnel, please clarify the information the County desires to be provided? Is this a question regarding % of time that these staff members are available to work on the project?

Answer: The Responder shall provide the County the percentage of availability of the key personnel, to include the project manager, that will be assigned to the Contract throughout the term of the agreement. Yes, the question is regarding the percent of time the staff members will be available to work on County projects.

36. Question: Page 3 of the RFP (first paragraph) states that the County” plans to engage...appropriate technical, professional and administrative staff...” please clarify what is meant by administrative staff? Is staff augmentation expected to be procured under this contract or is there referring to administrative staff needed by the winning teams to perform the work?

Answer: Yes. This is referring to administrative staff needed by the awardee(s) to perform the work.

37. Question: Pages 7 and 8 (Section 5) and Page 9 (Section 8) item b. both request references demonstrating relevant experience, can these references and projects be the same in each section (Firm Qualifications and Experience and Experience and Qualifications of Proposer’s Staff and Subconsultants)?

Answer: Please refer to Question and Answer Nos. 27 and 28.

38. Question: Page 9, Section 8, Item b. ii. – v. of RFP states “proposer” (specifically item ii.), is it the County’s intent to obtain the requested information for only the proposer or is this information required by our subconsultants? If the subconsultants are to be included should the total number of projects used for the experience and reference information not exceed 5 projects?

Answer: Please refer to Question and Answer Nos. 27 and 33.

39. Question: Are prime firms that hold the Consent Decree Program Management, CIP program management, and Construction management Contracts anticipated to overlap this On-Call contract duration precluded to participate or precluded to participate as prime?

Answer: Yes, some of the contracts may overlap due to on-going projects from previous contracts. Prime firms that are contracted to provide Consent Decree Program Management or Capital Improvement Projects Program Management services are precluded from bidding on this solicitation. Prime firms that are contracted to provide Construction Management services are not precluded from bidding on this solicitation but will not be allowed to oversee design work or perform inspections on projects in which their company performed the work.

40. Question: Can you confirm that the three years of financial statements are not included in the page count?

Answer: The three (3) years of financial statements are not included in the page count.

41. Question: Can we add additional labor rate classifications to the rate proposal form?

Answer: No. Please also refer to Question and Answer No. 19.

42. Question: Page 9, number 8, Experience and Qualifications of Proposer's Staff and Subconsultants – Please confirm that the criteria that appears in items I – V are required for the project experience that appears on staff resumes. Meaning each staff resume should have 3- 5 projects with the required information in items I – V.

Answer: Staff resumes should provide the experience of the proposed key staff members requested. However, it is up to each proposer to decide what information they will provided on the resumes.

43. Question: On page 8, it says Proposers are advised that it is a proposer's obligation to determine whether any conflicts of interest exist for their team members and the extent to which those conflicts need to be resolved or disclosed prior to engaging in business with the County. Do all subs have to disclose if they are on the Consent and CIP program management team or any other contract with the County? Would the County consider that a conflict?

Answer: Yes, all subcontractors must disclose if they are on the consent decree program or capital improvement projects program management team and any other contracts they may have with the County. The County may or may not consider that a conflict.

44. Question: Page 6, Item 4 states “No annual escalation rate will be allowed to the rates provided.” Attachment B has columns for rates for each of the contract years. Please confirm this means escalation is allowed as noted in Attachment B, but additional escalation beyond what is submitted is excluded.

Answer: That is correct. Escalation is allowed from year to year but not beyond what is submitted on *Attachment B, Rate Proposal Form*.

45. Question: Page 7, item 5.c – can the litigation history be provided in appendix and excluded from the page count?

Answer: No, the litigation history cannot be provided in appendix and will be included in the page count.

46. Question: Page 7, item 5.d – “Provide information regarding any changes or trends in terms A-D over the last 5 years.” What is meant by terms A-D?

Answer: Please refer to Question and Answer No. 1.

47. Question: Corporate Financial Summary info can be many pages. Is this information counted in the 50-page limit?

Answer: No, this information is not counted in the 50-page limit.
Please also refer to Question and Answer No. 30.

48. Question: Client references are requested in two sections: “Firm Qualifications and Experience” and “Experience and Qualifications of Proposer’s Staff and Subconsultants.” There is also a reference form, “Contractor Reference and Release Form” that I assume goes in with the Appendices with forms. Is it the County’s intention to have the references repeated in both sections and on the forms in the Appendix or is there a difference between what is requested?

Answer: Please refer to Question and Answer Nos. 27, 28, and 33.

49. Question: References are requested both in 5. Firm Qualifications and Experience (page 7 of the RFP) and also under 11. References (Attachment D) (Page 9 of the RFP). Can these be the same references or are you looking for different references

for each section?

Answer: Please refer to Question and Answer Nos. 27, 28, and 33.

50. Question: On page 6 under format: Is the use of a font smaller than the 12 point for graphics, exhibits, and/or tables permitted?

Answer: Yes, the font on graphics, exhibits/and or tables can be less than 12 point font but not less than 8 point font.

51. Question: Can a proponent submit for portions of this RFP's scope we are qualified for or does a prime need to provide all services listed in this solicitation?

Answer: No, the proponent cannot submit for portions of the RFP scope for which they qualify. The proposal submitted must provide for all services listed in the solicitation. This may be accomplished through the Prime, teaming arrangements/joint ventures, or a combination of the Prime and sub-consultants.

52. Question: Can a proponent submit as a prime and as a subcontractor for this solicitation?

Answer: Yes, a proponent can submit as a Prime and as a Subcontractor for this solicitation.

53. Question: If the Proponent/Prime is a Joint Venture will Attachment C. Proposal Cover Sheet need to be completed by each member of the Joint Venture individually, or can the Joint Venture Proponent submit one Cover Sheet for the team?

Answer: The managing partner of the Joint Venture shall complete the Proposal Cover Sheet.

54. Question: (pg. 11) B. Submittal Instructions – the Technical proposal is included on a flash drive, is the Rate (Cost) proposal also to be included?

Answer: No, the Rate Proposal is not to be included on the same flash drive as the Technical Proposal. Please refer to the above listed Modification to the Proposal Nos. 1, 2, and 3.

55. Question: (pg. 11) Can you define the “short list cut-off” score method?

Answer: The “short list cut-off” score method only applies to the determination of

oral interviews (if granted). The formula for determining the “short list cut-off” score is: Highest Responder Score - Maximum Available Interview Points = Short Listed Score.

Please refer to RFP 20-500544, III. Criteria for Evaluation, E. Oral Interviews (if granted).

56. Question: Would the County be willing to extend the question period two weeks?

Answer: No, the question period will not be extended for two weeks.

57. Question: Can financial information submitted by the firm be treated confidentially and not part of the open records act?

Answer: Financial information submitted by a firm may be exempt as indicated under the Georgia Open Records Act, as amended.

58. Question: Will hourly rates be part of the evaluation and scoring criteria?

Answer: No, hourly rates will not be part of the evaluation scoring criteria.

59. Question: Is a bond required? If so, what is the value required?

Answer: No, a proposal bond is not required for this RFP.

60. Question: Financial Statement – Is that required for the prime only or required for all sub-consultants as well?

Answer: No, sub-responders are not required to submit a financial statement with the RFP, only the Prime responder.

61. Question: Please clarify whether the financial statements may be excluded from the 50-page limit and included with required forms and documents in the appendix.

Answer: Yes, financial statements are excluded from the 50-page limit and included in the required forms and documents in the appendix.

62. Question: The first sentence in Item D (page 5) – Term of Agreement states the following: “The services required for this RFP shall commence within 10 calendar days after acknowledgement of receipt of a written Notice to Proceed (NTP) and shall be completed within 1460 days.” However, Item 6 (v.) on page 8 indicates that the agreement term is anticipated to be at least three years. Is the Agreement Term three years (1095 days) or four years (1460 days)?

Answer: The services shall be completed within 1,460 days (contract performance time). The written agreement will expire December 31, 2024 (contract term).

- 63. Question:** Item E on page 12 requires the offeror to “acknowledge mandatory addenda”. Would an acknowledgement of the addenda in the cover letter and inclusion of the signed addenda in the appendix be compliant or should the offeror sign and email addenda before proposals are due?

Answer: Prime must acknowledge any mandatory addenda and submit with proposal submittal.

- 64. Question:** For a Responder that is a Joint Venture, is there any information regarding the Joint Venture that is required to be submitted with the proposal in addition to providing a Joint Venture Federal Tax ID number and an executed Joint Venture agreement?

Answer: Yes. In addition to providing a Joint Venture Federal Tax ID number and an executed Joint Venture agreement, vendor must submit *Attachment J, Certificate of Authority-Joint Venture* for each joint venture partner.

- 65. Question:** Will the County consider accepting electronic submittals, given the COVID-19 climate and risks of disease transmission from physical proposal production?

Answer: Please refer to the above listed Modification to the Request for Proposal Nos. 1, 2, and 3.

- 66. Question:** The RFP asks for financials both in Section F: Financial Summary, as well as in Appendix D: Audited Financial Statements. Does the County want the same statements included twice? The requirements appear to be the same.

Answer: No. Any references to financial statements or financial summary are referring to the same request for financial information.

- 67. Question:** Due to the COVID-19, are submittal instructions on page 11 still valid?

Answer: Please refer to Question and Answer Nos. 54 and 65.

- 68. Question:** Are Forms in Attachments D and E counted in the 50-page limit?

Answer: No, Attachments D and E will not be counted in the 50-page limit.

- 69. Question:** How many on call engineering contracts does Dekalb County **intend to** award for RFP 20-500544 On Call Engineering Services?

Answer: The county reserves the right to make one (1) award or multiple awards.

70. Question: (pg. 45) Attachment I – First Source Jobs Exhibit 2 – Can I request direction on how to populate this form for completion considering the amount of and type of work being assigned under this contract is unknown at the time of proposal?

Answer: If new employee needs cannot be identified at the time of bid submittal, the bidder should complete the form's header indicating the bidder will hire from the First Source Registry and the number of employees anticipated is to be determined (TBD).

71. Question: In reference to Attachment I, First Source Jobs Ordinance Information, does the Joint Venture complete this form or each firm that forms the JV?

Answer: The Managing Partner of the joint venture (JV) company should execute the First Source Jobs Ordinance Information.

72. Question: (pg. 15) N. Insurance for Professional Services – 3. Fidelity Bond coverage – Can it be confirmed that no coverage evidence is supplied in the proposal response (i.e., fidelity bond isn't obtained until a task order under the contract is negotiated).

Answer: Fidelity bond coverage is not required for this solicitation or the resulting contract.

73. Question: Are subconsultants required to carry \$5M general liability insurance?

Answer: No, subconsultants are not required to carry \$5 million in general liability insurance.

74. Question: Can the following language be altered to "Article IV General Conditions – Section I Insurance – Item 8" of "Attachment K Agreement for Professional Services" of the RFP Document?

- Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least ~~sixty (60) days prior written notice~~ 30 days written notice for cancellation or non-renewal and 10 day notice for non-payment to the County. Policies and Certificates of Insurance listing the County and its officers as additional insureds (except for workers' compensation insurance) shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in this Contract

Answer: See Modification to the Request for Proposal No. 6.

75. Question: Our broker advises that we cannot name the County as an additional on our Professional Liability policy. Will the County agree to clarify that requirement in Article IV (I), Insurance?

Answer: See Modification to the Request for Proposal No. 5.

76. Question: If the Proponent/Prime is a Joint Venture, will Attachment H. DeKalb First LSBE Information Exhibits 1 need to be completed by each member of the Joint Venture individual or should the Joint Venture Proponent submit one Attachment H. Exhibit 1 for the team?

- a. If submitting a single Exhibit 1 for the team, and one JV member is a DeKalb LSBE, how should the LSBE JV member be indicated on the Team's form?

Answer: No. Attachment H, DeKalb First LSBE Information with Exhibits 1-2 shall be completed by the managing partner of the Joint Venture Team and not each individual member of the Joint Venture. The Joint Venture member that is a DeKalb LSBE should be indicated as DeKalb LSBE on the Team's Form.

77. Question: (pg. 37) Attachment H – DeKalb LSBE Exhibit 1 – 4. – In reference to the signed letter of intent in which there is an agreed upon percentage of work to be performed. Is that % to be provided at time of proposal, or when a task order is being submitted once under contract? It's not feasible at this time to know for the entire term of the contract, how much work (or even a complete description of work assigned) would be assigned to a particular firm at the time of proposal.

Answer: Attachment H, DeKalb First LSBE Information with Exhibits 1-2 are required to be completed in its entirety and submitted with a copy of the current LSBE(s) Certification Letter. The percentage (%) of Contract Award assigned to each participating LSBE must be provided on the "Letter of Intent" form at the time of proposal submittal.

78. Question: Exhibit 2 requires listing a % of Contract Award for each Sub. Since the scope of each task assignment is unknown and the scope of each assignment may vary where services of all subs may not be needed for each assignment (ie, a project that does not require subsurface utility locates would have 0% opportunity for a Geotech subconsultant team member), please confirm that the % of contract award that is entered will be viewed over the life of the entire contract and not on each individual task assignment).

Answer: The percentage (%) of Contract Award assigned to each participating LSBE must be provided at the time of proposal submittal and will be applied based on the project schedule and/or task assignments included in the subcontractor's identified services for the entire term of the contract.

79. Question: Can a company be a protégé in more than one team or be a protégé in one team and a subconsultant in another team?

Answer: Yes, a company can be a protégé in more than one team or a protégé on one team and a subconsultant on another team.

80. Question: If LSBE-DeKalb firms are a part of a Joint Venture and the JV meets/exceeds the 20% LSBE participation as it relates to the Ordinance, shouldn't this count as meeting the Ordinance? The LSBE firm in this scenario will be minority portion of the JV.

Answer: The DeKalb First LSBE Ordinance requires all proposers to obtain a 20% LSBE participation/utilization goal (unless otherwise specified). If not obtained, 'Good Faith Effort' must be successfully demonstrated. When the proposer is also a LSBE, the participation/utilization goal requirement shall be satisfied without the obligation for additional LSBE participation.

81. Question: If an LSBE-DeKalb firm is a part of a Joint Venture (The LSBE-DeKalb firm being a smaller part of the JV), do they need to have any other LSBEs on the Team to meet the goals of the Ordinance? We are asking this because LSBEs, per the ordinance, are not required to have additional LSBEs as a part of their team. We do understand that it is the right thing to do to help others grow but we want to know and understand the actual requirement.

Answer: When the proposer is also a LSBE, the participation/utilization goal requirement shall be satisfied without the obligation for additional LSBE participation.

Please also refer to Question and Answer No. 80.

82. Question: If a Prime contractor includes a subcontractor (LSBE or otherwise) to perform a specific service on the team and that service is not requested on any of the tasks throughout the contract what is the Prime contractor's responsibility?

Answer: The Prime Contractor should make every effort to obtain subcontractor participation (LSBE or otherwise) that is highly likely to be utilized throughout the contract, based upon the scope of work indicated in the solicitation. Prime Contractor will not be paid for and is not responsible for services not requested by the County.

83. Question: If the proposer commits to meeting the 20% LSBE Participation is the Good Faith Efforts (as outlined on page 39, Checklist for Good Faith Efforts of the RFP) required? If not required (with commitment to 20% LSBE Participation) please advise on how to proceed with Page 39, Checklist for Good Faith Efforts?

Answer: No, completion of the Checklist for Good Faith Efforts in the RFP is not required if the proposer commits to meeting the 20% LSBE Participation. The DeKalb First LSBE Ordinance requires all bidders to obtain a 20% LSBE participation/utilization goal (unless otherwise specified). If not obtained, 'Good Faith Effort' (GFE) must be successfully demonstrated, through the completion of GFE forms.

84. Question: Attachment H, question 4 - Do you want a signed letter of intent on company letterhead from LSBE subs in addition to the letter of intent form or is only the form required.

Answer: No. The 'LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR PROVIDING MATERIALS OR SERVICES' is a required form that must be completed in its entirety and submitted with a copy of the LSBE(s) current valid Certification Letter.

85. Question: For this above referenced RFP, does this proposal qualify for the Mentor-protégé provision of the LSBE ordinance?

Answer: No. This RFP will not require a Mentor-Protégé be established.

86. Question: Article IV Item H of the sample County contract for professional services provided in the Request for Proposals (June 15, 2020) appears to be designed for use in a contract between the Owner and a construction contractor. As written, most professional services firms cannot insure the indemnification requirements. It appears that the draft language is not consistent with Georgia House Bill 943 that became effective July 1, 2016 (OCGA 13-8-2). Will the County consider modifying this paragraph to be consistent with OCGA 13-8-2?

Answer: See Modification to the Request for Proposal No. 4.

87. Question: Will the County agree to the following addition in Article IV (A), Accuracy of the Work: The standard of care for the Consultant's performance of services under this Contract will be the care and skill ordinarily used by members of Consultant's profession practicing under similar conditions at the same time and in the same locality. The Contractor shall be responsible for the accuracy of the Work and any error and/or omission made by the Contractor in any phase of the Work under this Agreement.?

Answer: No. Attachment K, Sample County Contract for Professional Services, Article IV. General Conditions, A. Accuracy of the Work will not be revised.

- 88. Question:** With the change in Georgia law regarding the enforceability of indemnity obligations pursuant to O.C.G.A. § 13-8-2, in Article IV (H), will the County agree consistent with the statute that “Consultant shall indemnify and hold the County harmless for damages, losses and expenses, including reasonable attorney’s fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Consultant or anyone employed or utilized by the Consultant in the performance of this Agreement.” ?

Answer: See Modification to the Request for Proposal No. 4.

- 89. Question:** Can the Indemnification from “Article IV General Conditions – Section H Indemnification Agreement” of “Attachment K Agreement for Professional Services” language be altered to reflect more on State law requirements? We believe State law does not allow the “Defend” language as written. An example of our preferred Indemnification is below. If not, please consider the following modifications.

Indemnification Agreement

The Contractor shall be responsible from the execution date or from the time of the beginning of the Work, whichever shall be the earlier, for all injury or damage of any kind resulting from the Work, to persons or property, including employees and property of the County. The Contractor shall exonerate, indemnify, and save harmless the County, its elected officials, officers, employees, ~~agents and servants~~, hereinafter collectively referred to in this Section as “the County Indemnitees,” from and against ~~all claims or actions based upon or arising out of~~ any damage or injury (including without limitation any injury or death to persons and any damage to property) caused by or sustained in connection with the negligent performance of this Contract or by conditions created thereby or arising out of or any way connected with Work performed under this Contract, ~~as well as all expenses incidental to the defense of any such claims, litigation, and actions. Furthermore, Contractor shall assume and pay for, without cost to the County Indemnitees, the defense of any and all claims, litigation, and actions suffered through any act or omission of the Contractor, or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them.~~ Notwithstanding any language or provision in this Contract, Contractor shall not be required to indemnify any County Indemnitee against claims, actions, or expenses based upon or arising out of the County Indemnitee’s sole negligence. As between the County Indemnitees and the Contractor as the other party, the Contractor shall assume responsibility and liability for any damage, loss, or injury, ~~including death, of any kind or nature whatever to person or property, resulting from~~

~~any kind of claim made by Contractor's employees, agents, vendors, Suppliers or Subcontractors caused by or resulting from the negligent performance of Work under this Contract, or caused by or resulting from any error, omission, or the negligent or intentional act of the Contractor, vendors, Suppliers, or Subcontractors, or any of their officers, agents, servants, or employees. The Contractor shall defend, indemnify, and hold harmless the County Indemnitees from and against any and all claims, loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury. The Contractor expressly agrees to provide a full and complete defense against any claims brought or actions filed against the County Indemnitees, where such claim or action involves, in whole or in part, the subject of the indemnity contained in this Contract, whether such claims or actions are rightfully or wrongfully brought or filed. The County has the sole discretion to choose the counsel who will provide the defense. No provision of this Contract and nothing herein shall be construed as creating any individual or personal liability on the part of any elected official, officer, employee, agent or servant of the County, nor shall the Contract be construed as giving any rights or benefits hereunder to anyone other than the parties to this Contract. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.~~

Alternative

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages or liabilities, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Consultant is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages or liabilities, to the extent caused by the Client's negligent acts, errors or omissions in connection with the Project as well as the acts, errors or omissions of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

Answer: See Modification to the Request for Proposal No. 4.

90. Question: Can the following language for “Article IV General Conditions – Section C Ownership of Documents” of “Attachment K Agreement for Professional Services” be modified?

~~**Ownership of Documents** All documents, including drawings, estimates, specifications, and data are and remain the property of the County. The Contractor agrees that the County may reuse any and all plans, specifications, drawings, estimates, or any other data or documents described herein in its sole discretion without first obtaining permission of the Contractor and without any payment of any monies to the Contractor therefore. However, any reuse of the documents by the County on a different site shall be at its risk and the Contractor shall have no liability where such documents are reused.~~

Ownership of Instruments of Service

The Client acknowledges the Consultant's construction documents, including electronic files, as the work papers of the Consultant and the Consultant's instruments of professional service. Nevertheless, upon completion of the services and payment in full of all monies due to the Consultant, the Client shall receive ownership of the final construction documents prepared under this Agreement. The Client shall not reuse or make any modification to the construction documents without the prior written authorization of the Consultant. The Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way related to or connected with the unauthorized reuse or modification of the construction documents by the Client or any person or entity that acquires or obtains the construction documents from or through the Client without the written authorization of the Consultant.

Under no circumstances shall the transfer of ownership of the Consultant's drawings, specifications, electronic files or other instruments of service be deemed a sale by the Consultant, and the Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose, nor shall such transfer be construed or regarded as any waiver or other relinquishment of the Consultant's copyrights in any of the foregoing, full ownership of which shall remain with the Consultant, absent the Consultant's express prior written consent.

Answer: No. Attachment K, Sample County Contract for Professional Services, Article IV. General Conditions, C. Ownership of Documents will not be revised.

E. It is the responsibility of each proposer to ensure that he is aware of all addenda issued

under this RFP. Please sign and return this addendum. You may call Michelle Butler, Procurement Manager, at (678) 472 - 8507 before the proposals are due to confirm the number of addenda issued.

- F. All other conditions remain in full force and effect.

Michelle Butler
Procurement Manager – CIP
Department of Purchasing and Contracting

ACKNOWLEDGMENT

Date: _____

The above Addendum is hereby acknowledged:

(NAME OF BIDDER)

(Signature)

(Title)