

October 17, 2019

TO: All Proposers under Request for Proposal No. 19-500510
FROM: Department of Purchasing and Contracting, DeKalb County, Georgia

ADDENDUM NO. 2

Request for Proposal (RFP) No. 19-500510 Consent Decree – Construction Management Services: Gravity Sewer Rehabilitation and Replacement amended as follows:

- A.** It is **Mandatory** that proposers acknowledge Addendum 2.
- B. Modification to the proposal.**
 - 1. **I. INTRODUCTION, E. REQUIRED DOCUMENTS.** Delete the “Mentor Protégé Form” and “Proposal Bond” return with Responder’s technical proposal requirement.
 - 2. **ATTACHMENT B – RATE PROPOSAL FORM.** Delete in its entirety. Replace with *(Revised October 17, 2019) ATTACHMENT B - RATE PROPOSAL FORM*
 - 3. **ATTACHMENT D – CONTRACTOR REFERENCE AND RELEASE FORM.** Delete in its entirety. Replace with *(Revised October 17, 2019) ATTACHMENT D – CONTRACTOR REFERENCE AND RELEASE FORM.*
 - 4. **ATTACHMENT E – SUBCONTRACTOR REFERENCE AND RELEASE FORM.** Delete in its entirety. Replace with *(Revised October 17, 2019) ATTACHMENT E - SUBCONTRACTOR REFERENCE AND RELEASE FORM*
 - 5. **ATTACHMENT J – PROPOSAL BOND.** Delete in its entirety.
 - 6. **ATTACHMENT I – LOCAL SMALL BUSINESS ENTERPRISE ORDINANCE (LSBE) WITH EXHIBITS 1&2 AND MENTOR PROTÉGÉ FORM.** Revised to allow for submission of Mentor Protégé Initiative and Information forms upon award.
- C. QUESTIONS AND ANSWERS**

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

1. **Question:** For the purposes of this RFP, does the county consider the fact that the entirety of the projects being managed is over \$5M to require the DeKalb First Mentor-Protégé Clause to go into affect?

Answer: No. Please note that at this time, the County will not be releasing the estimated RFP budget.

2. **Question:** Can a firm selected for this work hold both a watershed annual contract for engineering design and this construction management contract?

Answer: Yes, a firm that has a Watershed annual contract for engineering design can also be awarded this contract.

3. **Question:** It was intimated in the preproposal meeting today, that this contract was not taking the place of Watershed Construction Management Contract 16-500392 but was to supplement that effort. Did I understand that correctly?

Answer: Yes, your understanding is correct.

4. **Question:** It was also intimated in the preproposal meeting today, that this contract may have multiple (perhaps two) selected firms. Did I understand that correctly?

Answer: Yes, your understanding is correct.

5. **Question:** Exhibit 4, page 55 of the RFP is an employee roster. Is this employee roster to be completed for all employees of the firm or just the employees specifically hired through the First Source Program?

Answer: Exhibit 4, page 55 of the RFP, Employee Roster is to be completed for all employees of the firm that are hired under this project; without regard to how they are hired.

6. **Question:** Are section tabs permitted? If so, are they included in page count?

Answer: Section tabs are permitted and are not included in the page count.

7. **Question:** Are covers (front and back) and table of contents included in the page count?

Answer: No, covers (front and back) and table of contents are not included in the page count.

8. **Question:** Page 7, Item 3, of the RFP describes the Contents of the proposal. A 37-page limit is given but the sum of the specific section page limits is 32. There appear to be five additional pages unaccounted for. Please clarify.

Answer: The total page limit is 32 pages, excluding the rate proposal form and appendices.

9. **Question:** Should submittals be single-sided or double-sided?

Answer: Submittals should be single-sided.

10. **Question:** Can you confirm that the firm's financial statement is included in the page count for section G?

Answer: Financial statements are not included in the page count of III. Proposal Format, B. Technical Proposal, 10. Firm Experience and Qualifications.

11. **Question:** Can you confirm that Attachment B – Rate Proposal Form, is the only form to be provided as a part of the separately sealed rate proposal?

Answer: Yes. Attachment B, Rate Proposal Form, consisting of 2 pages, is the only form to be provided as a part of the separately sealed Rate Proposal Form. Please also refer to Modification to the Proposal No. 2.

12. **Question:** Given that this proposal is for professional services and not construction services, is Attachment J (Proposal Bond) required to respond to this RFP?

Answer: No. Please refer to Modification to the Proposal Nos. 1 and 5.

13. If the County will require a Proposal Bond for services, as an engineering firm we have two related questions: (a) Where the work will be performed in Work Orders for "specific projects," if required, the Proposal Bond is 10% of what value; and (b) Will the County agree to return the Proposal bond rather than require the surety to "immediately pay" the full amount of the Proposal bond" upon failure of the Principal to comply with any or all of the foregoing requirement... not as a penalty but as liquidated damages."? That sanction is a severe and significant financial consequence to a firm.

Answer: Please refer to Question and Answer No. 12.

14. **Question:** Under Article V, General Conditions, Ownership of Documents (C), will the County agree that "All documents, including drawings, estimates, specifications and data first created in the performance of this Agreement are and remain the

property of the County. Consultant’s pre-existing intellectual property shall remain the sole ownership of Consultant.”? The balance of Article C would remain.

Answer: No. The County does not agree to the requested change to Attachment K. Sample County Agreement for Professional Services, Article V. General Conditions, C. Ownership of Documents.

15. With the change in Georgia law regarding the enforceability of indemnity obligations pursuant to O.C.G.A. § 13-8-2, in Article V (H), will the County agree 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: No. The County does not agree to the requested change to Attachment K. Sample County Agreement for Professional Services, Article V. General Conditions, H. Indemnification Agreement.

16. **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 V (I), Insurance?

Answer: Yes. The County agrees to revise the requirement in Attachment K. Sample County Agreement for Professional Services, Article V. General Conditions, I. Insurance, 2. as follows: *The County, its elected officials, officers, employees and agents, hereinafter referred to in this article and in the article entitled “Certificate 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.*

17. **Question:** Will the County agree to the following addition in Article V (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?

Answer: No. The County will not agree to the requested change to Attachment K. Sample County Agreement for Professional Services, Article V. General Conditions, A. Accuracy of the Work.

18. **Question:** In the Experience and Qualification of Proposer’s Staff section a. requests resumes for key personnel but it states they are not included in the page count. Can those be moved to an appendix?

Answer: Yes, the resumes for key personnel can be moved to an appendix.

19. **Question:** Are the financial statements requested in the Firm Experience and Qualification section included in the page limit?

Answer: No, financial statements are not included in the page limit. Please also refer to Question and Answer No. 10.

20. **Question:** Attachment J – Proposal Bond requires the proponent to submit “10% of the Principal’s Proposal good and lawful money of the United States of America...”

However, the cost proposal for this RFP is based on a billing rate with no defined task order at this stage, what should the proponent base the 10% calculation on?

Answer: Please refer to Question and Answer Nos. 12 and 13.

21. **Question:** Because of the complexity and requirements of the RFP, can the County extend the due date to 10/24/2019?

Answer: See Addendum No. 1 extending submission of proposals to October 23, 2019.

22. **Question:** Please advise if the selected CM firm is expected to perform Public Involvement duties (outside of assistance) or will there be a Public Involvement Officer provided by either the County or their Program Management Consultants?

Answer: The County will act as the lead in public involvement but the Construction Management firm will also assist in public involvement.

- D.** It is the responsibility of each bidder to ensure that he is aware of all addenda issued under this ITB. Please sign and return this addendum. You may call Mary J. Eady, Senior Procurement Agent, at 404-371-2614 before the bids are due to confirm the number of addenda issued.

- E.** All other conditions remain in full force and effect.

Mary J. Eady, CPPO
Senior Procurement Agent
Department of Purchasing and Contracting

ACKNOWLEDGMENT

Date: _____

The above Addendum is hereby acknowledged:

(NAME OF BIDDER)

(Signature)

(Title)