



RFP #360-19 LEGAL SERVICES FOR DAWSON COUNTY

ADDENDUM #1

Bid Closing Date: December 6, 2019, at 10:30AM, EST
Bid Issue Date: November 12, 2019
Addendum Issue Date: November 22, 2019
By: Melissa Hawk, Purchasing Manager

The following are amendments to the RFP #360-19 LEGAL SERVICES FOR DAWSON COUNTY:

1. Insurance requirements are as follows:
General liability insurance should be at least one million dollars (\$1,000,000) combined single limit per occurrence. Automobile insurance should be at least five hundred thousand dollars (\$500,000) combined single limit per accident for bodily injury or property damage; Workman's Compensation insurance should be as required by the State of Georgia; and Professional Liability insurance should be at least one million dollars (\$1,000,000).

For clarity, Dawson County shall be named as an additional insured on all insurances with the exception of Professional Liability insurance.
2. Although the same legal firm could possibly be both issuer's counsel for one bond and the borrower's counsel for a separate bond, for ease of this RFP the scope requirement of the firm acting as the county's borrower's counsel has been removed from the overall "Bond Counsel" scope of work.
3. All dates, scope of services and other terms remain the same as posted in the IFB document.

The following are questions and answers to RFP #360-19 LEGAL SERVICES FOR DAWSON COUNTY:

QUESTION: I would note that my understanding from the RFP, as confirmed by the request for a W-9 [page 7], and the description of services to be performed [pages 11 – 12], that I and the Firm, if we are to serve as County Attorneys, would not be an employee of the County, but an independent contractor; correct?

ANSWER: Yes, that is correct.

QUESTION: If an independent contractor, I am not sure of the purpose of the General liability coverage? If the County after thinking through a general liability insurance policy, still desires for us to obtain it, could it be permissible to obtain the insurance upon the Firm being actually awarded the County Attorney position?

ANSWER: The County requires General Liability Insurance for all contracts where the Contractor could perform the scope of work on County property. Failure to submit a certificate of insurance with the proposal submission is not grounds for disqualification; however, the COI is required as part of the executed contract.

QUESTION: Under Scope of Work on page 11, the RFP indicates that the services are to be provided under a “fixed fee arrangement.” The Price Proposal Form [page 37] seems to indicate that fixed fee is meant as an hourly rate; is that correct? If an hourly rate, then the Price Proposal Form [page 37] goes on to indicate a “Total Cost;” I am unsure what information you are looking for in that blank since to know the total cost, a bidder would have to know all the anticipated matters that could come up in the course of the year [eg. 1 zoning lawsuit or 10 zoning lawsuits?; etc.] in order to know how to fill in that blank. Could you please clarify what information you are looking for as to that blank?

ANSWER: The fixed fee arrangement stated on page 11 of the RFP refers to the fixed hourly rate fee. The Total Cost for each unit measure is stating that there are to be no hidden fees that would be tacked on to each of the per hour cost for those items listed on the Price Proposal Form. Make note of the sentence on the Proposer’s Price Proposal Form “All costs incurred by the Proposer must be included in the Price of Project for the total scope of work as listed in this RFP.”

QUESTION: Page 13 under Notice of Award indicates that the Firm can put up a \$15,000.00 check instead of a surety bid bond; is that correct? And the check would be returned if we didn’t get the award of the contract? Page 26 seems to imply that only a bid bond would be accepted.

ANSWER: The IFB document listed on page 26 is meant for any proposers who is submitting a standard bid bond backed by a surety. If you prefer to utilize the alternate methods allowed by Title 36 (cashier’s check, certified check or cash), simply complete the portion of the bid bond document applicable to your response. If utilizing one of the three methods listed above does not require a surety company’s signature, please leave this section blank.

QUESTION: I am not sure I understand how Sections F. and G. on page 30 apply to a professional services contract; could you please clarify?

ANSWER: The County wishes to review the fiscal standing of each proposer to ensure that the potential contractor is financially sound. This RFP does not have a Section G; however, if you are referring to Section H, Business Litigation, the County wishes to ensure the potential contractor has not and currently is not involved in suits unethical or unbecoming and will be available to provide services required in this contract. Both are part of a responsible bidder when the proposer has the capability in all respects to perform in the full contract requirements as stated in the solicitation and the integrity and reliability that will assure a good-faith performance.

QUESTION: The Firm does not own the attorney vehicles and the Firm partners and attorneys each own their own vehicle and are responsible for insuring their own vehicle. As a result, there is a variety of Liability Insurance coverage as to the vehicles; If the Firm is awarded the bid, would it be acceptable after the bid award to provide proof of an umbrella policy in sufficient coverage covering all the vehicles as opposed to presenting 14 separate policies?

ANSWER: Yes.

Company Name

Signature of Authorized Representative

Title

Date

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS PART OF YOUR PROPOSAL