



ADDENDUM

SOLICITATION NO.: RFP 2019-06 Disaster Debris Monitoring Services

ADDENDUM NO. 3

DATE: 04/23/2019

To All Prospective Proposers:

This addendum is issued to modify the previously issued solicitation documents and/or given for informational purposes, and is hereby made a part of the solicitation documents. Please attach this addendum to the documents in your possession. ***Per the RFP, the proposer shall acknowledge receipt of any and all addenda, if any, listing the Addenda by number(s) and date(s) in their RFP documents.***

Deadline for Proposals:

No change in proposal due date. The proposal submission deadline is May 2, 2019 at 2 PM.

Specification Changes/Corrections:

N/A

Drawing Changes:

N/A

Questions/Clarifications and Answers:

The following question(s) (shown in italicized text) were submitted by prospective proposer(s). The City's responses are presented here (shown in bold text). The submitters' names and email addresses have been removed due to privacy requirements.

- 1. Is the City of Parkland open to negotiate the terms and conditions at the contract stage with the awarded Proposer/Contractor?*

The City will consider minor modification to terms and language of the contract; however, no material changes will be made. Note also that the contract is anticipated to be funded with federal funds; therefore, all necessary federal provisions must remain intact, including but not limited to those within Section 6.

2. *On Page 19, Section 4.1 Time for Completion/Liquidation Damages. Is the City of Parkland open to waiving the liquid damages in lieu of the Payment & Performance Bond Requirement?*

After further consideration, Section 4.1 is hereby deleted in its entirety.

3. *On Page 12, Section 2.21 Performance and Payment Bond / Irrevocable Letter of Credit: For clarification purposes, because a Payment and Performance Bond is to guarantee the labor and work of the services agreed in the contract, would the City of Parkland agree to accept the Payment and Performance Bond upon the issuance of a Notice to Proceed and Purchase Order (through the duration of the services), instead of the issuance of a Payment and Performance Bond upon contract award?*

If so, at this stage we are willing to provide a letter with our bonding capabilities as supporting documentation.

See Addendum 2 at Paragraphs 2 and 5. The Performance and Payment Bonds are now due within thirty (30) days of the City's issuance of a Purchase Order by the Purchasing Division and a Notice to Proceed by the Contract Administrator pursuant to Section 3.2.5.

4. *We are kindly requesting that the City waives all of the Bonding requirements as the Federal procurement regulations in 2 CFR §200.325 only recommends bonding requirements for construction or facility improvements contracts. 2 CFR 200.325 states the following:*

§ 200.325 Bonding requirements. *For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:*

- a. *A bid guarantee from each bidder equivalent to five (5%) percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.*
- b. *A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.*
- c. *A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.*

The City will not waive the bonding; however, see Addendum 2 at Paragraphs 2 and 5. The required Performance and Payment Bonds are now due within thirty (30) days of the City's issuance of a Purchase Order by the Purchasing Division and a Notice to Proceed by the Contract Administrator pursuant to Section 3.2.5.

5. *Requesting the City to waive the liquidated damages provision included on page 19 of the RFP as it is not appropriate for a time and material effort and the nature of the work contemplated under the resulting debris monitoring contract. Liquidated damages are normally used in construction*

contracts where the obligations for faithful performance are tied to specific milestones and contract terms.

After further consideration, Section 4.1 is hereby deleted in its entirety.

6. *Per Attachment "A" Fee Proposal: The City has included the positions Field Supervisor and Supervising Monitor, which appear to be duplicative. Would the City please provide further clarifications as to the differences between these two positions, OR if bidders may propose \$0.00 for positions that are duplicative?*

The intent is that the Supervising Monitor will have primary responsibility to oversee the direct work performed by the various Monitors. The Field Supervisor will have overall responsibility to oversee all aspects of the field work including the monitors but also all other on-site aspects of the services being provided.

7. *The City's RFP includes Local Preference on page 13. In accordance with FEMA guideline 2 CFR 200.319(b), geographic preferences are prohibited in the competitive bidding process. We kindly request that the City remove this language, as it puts the City's reimbursement at risk due to noncompliance with 2 CFR 200.*

Geographic Preferences, 2 C.F.R. § 200.319(b) (applicable to non-state applicants)

Any geographic preferences that a cooperative purchasing program uses in evaluating bids or proposals and any additional terms and conditions in a cooperative purchasing program's pre-negotiated agreements that favor or give preference to local suppliers would violate 2 C.F.R. § 200.319(b) and be restrictive of competition.

That is correct, the local preference section is not applicable due to the requirement of 2 CFR 200.319(b). See Addendum 2 at Paragraph 7. Section 2.23 is not applicable to this proposal and is deleted in its entirety.

8. *Who in the incumbent contractor?*

The current contract is with Witt O' Brien's, LLC.

9. *Would the city consider removing the background check requirement for every employee?*

After further consideration, and pursuant to the authority provided in the City Procurement Code at Section 2-124.4, the City will not require completion of the Background Check Affidavit included in Section 5 as part of proposal submission. However, pursuant to Section 2.10 of the RFP and Section 8.3 of the Sample Contract, the City continues to reserve the right to require background checks of any or all personnel at any time from award of the contract through completion of the services.

10. *In reference to addendum 2, we have the following follow-up requests for clarification:*

RFP, SECTION 1 - INTRODUCTION AND INFORMATION, Article 1.6, Page 3

1.6 PROPOSAL SECURITY: Not Applicable

Per the RFP, a bid bond is not required.

RFP, CERTIFICATE PAGE

(AUTHORITY TO EXECUTE PROPOSAL AND CONTRACT) Page 47

The corporate resolution in the RFP references a Bid Bond, however no proposal security is required per the above provision. Can you please confirm if we can submit our own corporate resolution in lieu of signing the City's corporate resolution?

Addendum 2, Section 1.7 states:

SECTION 1.7 - INSURANCE AND PERFORMANCE AND PAYMENT BONDS

Section 1.7 is hereby deleted and replaced with the following:

Failure of the successful Proposer to execute a Contract, file any required Performance and Payment Bonds, and furnish evidence of appropriate insurance coverages (including evidence of workers compensation coverage if required by this RFP) within thirty (30) days of the City's issuance of a Purchase Order by the Purchasing Division and a Notice to Proceed by the Contract Administrator pursuant to Section 3.2.5, shall be just cause for the annulment of the award and the forfeiture of the RFP security to the City, which forfeiture shall be considered, not as a penalty, but as liquidation of damages sustained.

Again, this provision reference a bid bond. No bid bonds are require. Would the City please update this provision?

The City prefers proposers utilize the forms included in the bid solicitation for the corporate resolution, however if proposer has a form that covers the same requirements, that will be acceptable.

Bidders may ignore all references to Bid Bond or RFP security throughout the RFP.

11. *Can you please confirm only 1 separately sealed hard-copy of the Price Proposal is required, or should an electronic (PDF) version of the Price Proposal file be included with submission?*

That is correct. Only one (1) sealed hard copy of the Price Proposal is required. When providing electronically, please separate the Price Proposal from the Proposal Document.

12. *Can you please clarify the procedure of the City's Background Check Affidavit? Is the City looking for background checks of employees prior to proposal submission, prior to contract finalization, or prior to contract activation (Notice to Proceed)? Are we to list key employees on the last page of the form during proposal submission?*

After further consideration, and pursuant to the authority provided in the City Procurement Code at Section 2-124.4, the City will not require completion of the Background Check Affidavit included in Section 5 as part of proposal submission. However, pursuant to Section 2.10 of the RFP and Section 8.3 of the Sample Contract, the City continues to reserve the right to require background checks of any or all personnel at any time from award of the contract through completion of the services.

NAME OF COMPANY: _____