

**SUPPLEMENTAL INFORMATION
ADDENDUM NO. 1**

PROJECT: RFP No. 21-003
Transportation Master Plan

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DATE ISSUED: October 16, 2020

RFP No. 21-003 – Transportation Master Plan dated September 17, 2020 is hereby amended as noted herein : BIDDER TO ACKNOWLEDGE RECEIPT OF ADDENDUM BY SIGNING ON THE SIGNATURE LINE BELOW AND INCLUDING A COPY WITH SUBMITTED BID. FAILURE TO DO SO MAY, AT THE OWNER’S DISCRETION, SUBJECT THE BIDDER TO DISQUALIFICATION

- 1) QUESTION: Given recommendations to minimize human contact due to COVID-19, would the County consider accepting electronic submissions to reduce risk to the team required to print the proposal, delivery professionals, and the County staff?
ANSWER: At this time we will not accept electronic submittals. Bids can be mailed to the address listed in the RFP if needed, so long as they are received no later than the deadline.
- 2) QUESTION: With existing constraints due to COVID-19, it’s difficult to obtain original signatures and notarization. Would the County consider accepting digitally authorized signatures and notaries on forms for the proposal’s required forms?
ANSWER: If obtaining original signatures is not possible due to COVID regulations, please include a signed letter from an authorized individual within the company with an explanation to that effect.
- 3) QUESTION: Section 3.4 indicates the proposal deadline “March 18, 2020.” Please confirm this is incorrect and the deadline is October 23, 2020.
ANSWER: That is an error. The correct bid due date is Friday, October 23, 2020 at 11:00am.
- 4) QUESTION: Does the page limit include cover/back, cover letter, table of contents, and required forms?
ANSWER: The page limit does not include the required forms.
- 5) QUESTION: If we are submitting a proposal, do we need to complete Attachment G— No-Bid Statement?
ANSWER: No, that is not needed if you are submitting a bid.
- 6) QUESTION: Section 3.1, Statement of Qualifications, Qualifications/Relevant Experience says the following: “It should also include a maximum of similar project completed in the last 5 years including a minimum of three similar projects completed in the last 3 years.” Can you please clarify the reference to maximum of similar projects?

ANSWER: it should read” a maximum of 8 similar projects completed in the last 5 years...”

- 7) QUESTION: Can you clarify the number of relevant projects we should feature? Minimum of 3 projects completed in the last 5 years or last 3 years? Can we include projects that are ongoing?

ANSWER: ongoing projects are acceptable

- 8) QUESTION: Does the County desire for the project to be led by a AICP or a P.E.?

ANSWER: PE

- 9) QUESTION: Can you clarify what is required by “Georgia Professional License Certifications?” Would the certification/license number for each team member suffice? Are we able to include team members licensed in other states (e.g., South Carolina)?

ANSWER: license number for each member is ok . Other states licensees are acceptable

- 10) QUESTION: Please clarify if exceptions are to be submitted with the proposal.

ANSWER: yes

- 11) QUESTION: Does submission of a proposal constitutes agreement with all terms, including the sample contract.

ANSWER: yes. If selected the consultant may request revisions to the contract but acceptance by the County in not guaranteed

- 12) QUESTION: It appears that there are two different indemnity provisions that are in conflict (one in the RFP and one in the sample contract). The one in the body of the RFP is not consistent with GA Statute and is not negligence-based. Please advise.

ANSWER: The correct version is in the sample contract and reads as follows:

“To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless County and its officers, directors, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out or relating to the performance of the work, but only to the extent caused by any negligent or willful act or omission of Contractor, its subcontractors and suppliers, or any individual or entity directly or indirectly employed by them to perform any of the work or anyone for whose acts any of them may be liable.

The Contractor’s obligation to indemnify Effingham County under this Section shall not be limited in any way by the agreed upon contract price as shown in this Contract or by the scope and amount of insurance maintained by the Contractor. ”

- 13) QUESTION: Does the County have a desired DBE goal?

ANSWER: no

- 14) QUESTION: The RFP states there should be a virtual input session for each corridor. Can you clarify whether some of the 12 corridors can be grouped into a session or if each requires its own? Also, do you anticipate requiring in-person/physical meetings beyond the one that encompasses all corridors?

ANSWER: corridors can be grouped. Consider in the proposal two physical meetings

15) **QUESTION:** For the purposes of constructing a fee estimate, can Effingham Co. identify the specific routes, their limits, and number of intersections to study? As presented, the proposed scope poses risks to both the consultant community and the County (risk of change orders) for potentially under scoping the project as the fee is 20% of the score.

ANSWER: At this time the County does not have specific routes. The Consultant needs to include in the proposal the ability to consider all possible options keeping in mind that the main issues are east west corridors/routes are critical

16) **QUESTION:** Regarding the number of projects to be included, page 13 Required Qualifications states “A minimum of three similar projects should have been completed in the last 5 years”. On page 14 (Qualifications/Relevant Experience), the RFP states “It (the SOQ) should also include a maximum of similar project completed in the last 5 years including a minimum of three similar projects completed in the last 3 years”. Please clarify the number of projects and the year ranges.

ANSWER: see answer to Question 6

Section 2.15 to be removed and replaced as follows:

~~2.15 INDEMNIFICATION:~~

~~The CONTRACTOR agrees to protect, defend, indemnify, and hold harmless Effingham County, Georgia, its commissioners, officers, agents, and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons caused by the CONTRACTOR or its subcontractors. The CONTRACTOR'S obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include, but not be limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. CONTRACTOR further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless Effingham County, Georgia, at his sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, suits, etc., are groundless, false, or fraudulent, including any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the CONTRACTOR or his subcontractors or anyone directly or indirectly employed by any of them. The CONTRACTOR'S obligation to indemnify Effingham County under this Section shall not be limited in any way by the agreed upon contract price, or to the scope and amount of coverage provided by any insurance maintained by the CONTRACTOR.~~

2.15 INDEMNIFICATION:

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless County and its officers, directors, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out or relating to the performance of the work, but only to the extent caused by any negligent or willful act or omission of Contractor, its subcontractors and suppliers, or any individual or entity directly or indirectly employed by them to perform any of the work or anyone for whose acts any of them may be liable.

The Contractor's obligation to indemnify Effingham County under this Section shall not be limited in any way by the agreed upon contract price as shown in this Contract or by the scope and amount of insurance maintained by the Contractor.

Addendum No.1
RFP No. 21-003 – Transportation Master Plan

All other terms and conditions in RFP 21-003 remain unchanged.

Effingham County reserves the right to reject any and all proposals, to waive any technicalities or irregularities and to award the offer based upon the most responsive, responsible submission.

Please sign receipt of this Addendum No. 1 below:

Print Name

Signature

Date

END OF ADDENDUM NO. 1