

CHATHAM COUNTY PURCHASING DEPARTMENT

ADDENDUM NO. 2 FOR RFP NO. 14-0083-3

HAZARD MITIGATION PLANNING FOR CHATHAM COUNTY EMERGENCY AGENCY (CEMA)

The deadline for receipt of proposals remains the same August 12, 2014 at 5:00p.m.

Questions received and the responses:

1. From Section 5.2.7, p. 21, the RFP states "SELECTED CONTRACTOR SHALL: Coordinate, host and record all local mitigation planning meetings and workshops (a total of 4 public meetings)". Is Chatham County expecting the selected firm to physically host the public meetings at its offices or work with the County to identify a site and then facilitate it? **Meetings will be conducted in Chatham County. The contractor will work with us to identify locations and run the meetings.**
2. From Section 5.2.7, p. 21, it states "Attend and participate in all State level mitigation planning meetings and workshops" Will Chatham County specify which types of meetings are being referred to in this sentence including potential location and dates? **State's discretion. Could be review meetings, guidance meetings, etc. Potential dates and times are undetermined at this time.**
3. From Section 5.2.7, p. 21, it states "Collect, compile and analyze County-wide Critical Facility Inventory ". Since critical facility information may be protected information, will the County provide its current inventory to the selected firm/team? **Yes**
4. From Section 5.2.7, p.22, it states "Ensure all 'recommended revisions' from previous FEMA Plan reviews are addressed and incorporated". Will Chatham County make these recommended revisions available to the firms before the proposal deadline? Because FEMA and the States have modified their review process based on new guidance from FEMA that occurred since the previous plan's preparation, it is acceptable to the County that these recommended revisions be evaluated by the firms to determine if they are still appropriate with the new guidance in place? **We have no CURRENT FEMA review comments. This is to ensure FEMA review comments after the revised plan review are incorporated.**
5. Is a specimen insurance certificate required for the proposal? **Yes.**
6. Are Attachments B-H to be submitted with the proposal or during the contract phase? If, during the proposal phase, verify that subconsultants are to execute **only** the Subcontractor Affidavit (page 42) and Attachment G – M/WBE Participation Report (page 44). **All attachments should be executed and will become part of the contract.**
7. Section 1.9 of the Instructions to Bidders on page 6 of the Invitation to Submit Proposal states, "Contractor or subcontractor shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by federal, state or County statutes, ordinances and rules during the performance of any contract between the Proposer and the County.

Any such requirement specifically set forth in any contract document between the Proposer and the County shall be supplementary to this section and not in substitution thereof.” Please confirm this language is in reference to the Proposer’s obligation to maintain or obtain such licenses, permits, and comply with other standards and regulations needed for it to be registered as a professional to legally perform the type of services anticipated under this Invitation to Submit Proposal (and any resulting Contract), and not a requirement that the Proposer obtain all licenses, permits that the County will need for doing the Project. **The contractor shall have all the appropriate licenses required to perform as the contractor awarded the contract.**

8. The indemnification provision set forth in Section 2.18 of the Proposal Conditions on page 10 of the Invitation to Submit Proposals is extremely broad, and could subject the Proposer to liability for events that are potentially unrelated to the Proposer’s performance of the services, or out of the Proposer’s control. This is a broad “any acts” indemnity, and sets forth obligations that are inconsistent with the coverage provided under a design professional’s professional liability insurance. It places additional uninsurable risk on the Proposer for items that are not within the control of the Proposer and will add unnecessary cost to the services. Will the County consider modifying the indemnification provision such that: (i) it is based on loss, cost or expense (including reasonable attorney’s fees) claimed by third parties for any injury to persons or property; and (ii) it only requires the Proposer to indemnify the County to the proportionate extent such loss, cost or expenses arise from the Proposer’s negligence in connection with the services? **Chatham County will consider modifying idemnification language subject to risk management approval.**
9. The tenth bullet of Section 5.2.7 (Selected Contractor Shall) of the Scope of Work on page 21 of the Invitation to Submit Proposal, by way of example, states, “Ensure a high level of detail for all mitigation action steps as required by FEMA and GEMA.” Use of the term “ensure” implies that the Contractor is responsible for *guaranteeing* a high level of detail, which is an uninsurable risk and may be outside of the control of the Contractor. Please confirm that use of this term does not require the Contractor to guarantee a high level of detail, but requires the Contractor to perform the services set forth under the Invitation to Submit Proposal (and the resulting Professional Services Agreement) in accordance with that degree of care and skill ordinarily exercised under similar conditions by members of Contractor’s profession practicing in the same field at the same time or similar locality (the “Standard of Care”). Additionally, to the extent that the terms “ensure”, “assure”, “insure”, “guarantee”, “covenant”, “certify”, “warrant” and the like appear in the Invitation to Submit Proposal and the resulting Professional Services Agreement, please confirm these terms shall mean providing such services in compliance with the Standard of Care, and that nothing in this Invitation to Submit Proposal or the resulting Professional Services Agreement will require a level of performance higher than the Standard of Care. **The contractor is expected to be the SME regarding this effort. We are expecting the contractor to ensure, assure, etc the review and update comply with GEMA and FEMA standards.**
10. Are the Proposers expected to provide written exceptions to the terms and conditions of the Invitation to Submit Proposal? **Yes, if there are any exceptions.**
11. It is our understanding that a single Professional Services Agreement will be entered into with the County for the scope of work in this Invitation to Submit Proposal. Will the terms and conditions of the Professional Services Agreement be negotiated with the successful firm? **Chatham County has a standard contract and your proposal will become part of the contract.**

8/6/14
DATE


MARGARET H. JOYNER
PURCHASING AGENT