
September 27, 2023

TO: All Proposers under **RFP 23-500654, Architectural and Engineering (A/E) Services for Recreation, Parks and Cultural Affairs (RPCA)**

FROM: Department of Purchasing and Contracting, DeKalb County, Georgia

ADDENDUM NO. # 1

RFP 23-500654, Architectural and Engineering (A/E) Services for Recreation, Parks and Cultural Affairs (RPCA), is hereby amended as follows:

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

- A. Question:** 1. Is there a limit to the number of pages allowed in the responder's proposal?
a. Does this limit include 2-sided sheets? (i.e. (25) double-sided hard copy pages = (50) PDF pages)

Answer: There is no limit for the proposal. Pages may be single sided or double sided.

- B. Question:** Would it be acceptable to submit 10 prime references (2 sets of Attachment C) with our proposal?

Answer: Please only include the requested five (5) references that show your experience with the various requested services. You may elaborate on your experience in your Technical Response.

- C. Question:** Is LSBE participate still necessary for this submittal?

Answer: No, the LSBE Participation has been waived for this solicitation.

- D. Question:** . Do you want the Employment Roster included with our submittal or just for the selected firm? From page 23 - All contractors will be asked to submit an Employment Roster and/or copies of active payroll registers on a monthly basis to verify compliance.

Answer: The Employment Roster is a post-award document to be submitted if services of WorkSource DeKalb is requested.

- E. Question:** Was the previous RFP No. 23-500641 cancelled and this is the one replacing it?

Answer: Yes.

- F. Question:** On page 30, the indemnification clause has several problematic passages that are in conflict with Georgia Bill 943 that was passed in 2016. Basically, the way some of the passages are written, we would be required to pay for the defense of the County and others even where we aren't at fault. If referring to duty to defend, phrases like "work", "act", etc. must be modified to say "negligent work", "negligent act", etc. so that we aren't responsible for paying for the County's or others' defense when we do what we should and aren't found negligent. Other problematic passages say we are to provide (pay for) a full defense even if a case is

wrongfully brought, but it is not clear if that is just for our defense or for the County and other parties (which again would be in conflict with the Georgia Bill). The Georgia Bill was passed to avoid such situations and even goes on to say that if an indemnification language doesn't include these types of limitations, the entire indemnification language is null and void. Could you please have your legal department evaluate the Georgia Bill and make changes to the indemnification section accordingly ?

Answer: DeKalb County addressed and revised the Indemnification Agreement as noted in the Sample County Contract that was included in the solicitation. DeKalb County modified the Indemnification Language to read.....The Contractor shall be responsible from the execution date or from the time of the beginning of the Work, whichever shall be the earlier, for all injury or damage of any kind resulting from the Work, to persons or property, including employees and property of the County. The Contractor shall exonerate, indemnify, and save harmless the County, its elected officials, officers, employees, agents and servants, hereinafter collectively referred to in this Section as “the County Indemnites,” from and against all claims or actions based upon or arising out of any damage or injury (including without limitation any injury or death to persons and any damage to property) caused by or sustained in connection with the performance of this Contract or by conditions created thereby or arising out of or any way connected with Work performed under this Contract , as well as all expenses incidental to the defense of any such claims, litigation, and actions **caused by or resulting from the negligence, recklessness or intentionally wrongful conduct of the Contractor or and Subcontractor**.....

2. It is the responsibility of each bidder to ensure that he/she is aware of all addenda issued under this ITB. Please sign and return this addendum with your Bid. You may contact Jennifer Schofield, Senior Procurement Agent, 404.687.4042 or jjischofield@dekalbcountyga.gov; before the Bids are due to confirm the number of addenda issued.
3. All other conditions remain in full force and effect.

Jennifer Schofield

Jennifer Schofield, NIGP-CPP
Senior Procurement Agent
Department of Purchasing and Contracting

ACKNOWLEDGMENT

Date: _____

The above Addendum #1 is hereby acknowledged:

Name of Firm

Name and Signature

Title

jjs/DR