



# Department of Purchasing & Contract Compliance

November 17, 2014

**Re:** #14RFP11141K-MH  
Programming Services for the Atlanta-Fulton Library System Central Library

Dear Bidders:

Attached is one (1) copy of Addendum 2, hereby made a part of the above referenced **RFP**.

Except as provided herein, all terms and conditions in the **proposal** referenced above remain unchanged and in full force and effect.

Sincerely,

*Mark Hawks*

Mark Hawks  
Assistant Purchasing Agent

Winner 2000 - 2009 Achievement of Excellence in  
Procurement Award • National Purchasing Institute



#14RFP11141K-MH

Programming Services for the Atlanta-Fulton Library System Central Library

**Addendum No. 2**

**Page Two**

This Addendum forms a part of the contract documents and **modifies** the original RFP documents as noted below:

- **Responses to submitted Questions**
- **Programming Cost Form Attachment 1**
- **Insurance Requirements for Programming Services**

ACKNOWLEDGEMENT OF ADDENDUM NO. 2

The undersigned proposer acknowledges receipt of this addendum by returning one (1) copy of this form with the proposal package to the Department of Purchasing & Contract Compliance, Fulton County Public Safety Building, 130 Peachtree Street, Suite 1168, Atlanta, Georgia 30303 by the RFP due date and time **November 21, 2014 @ 11:00 A.M.**

This is to acknowledge receipt of Addendum No. 2, \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Legal Name of Bidder

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title

## Questions for Addendum 2 Central Library “Programming Services”

1. We understand that the selected Prime Contractor is prohibited from submitting a proposal for the architectural and engineering design services to follow. Will this also apply to our consultants? It is not clear how a conflict of interest would occur if our consultants were to provide their services to the architectural team that eventually will design the Central Library based upon our programming information.

**Response:** Delete 1.11.2 in its entirety and replace with the following:

1.11.2 Subcontractors and Consultants to Prime Contractors described in 1.11.1 of this RFP shall be eligible to perform design/construction services.

2. Please revise the Commencement and Renewal Term dates under Section 2.5 Term of Contract.

**Response:** Delete 2.5 in its entirety and replace with the following:

2.5 TERM OF CONTRACT - The contract will commence upon issuance of the Notice to Proceed (NTP). The Draft Report shall be due 180 days after the NTP is issued. The Final Report shall be due 270 days after the NTP is issued. In no event shall the contract exceed 365 days from the issuance of the NTP or until final acceptance of the Building Programming Document as determined by the County.

3. Please revise the reference to “all five (5) libraries” under Section 3.1 Submission Requirements.

**Response:** There is only one library in this proposal: “Central Library.”

4. Given that the Central Library site has not been determined, please describe what “civil” design considerations are expected as referenced in Section 3.3 Scope of Work, paragraph B – Design Considerations.

**Response:** Civil design considerations will not be required. Refer to Clarification #3 at the end of this addendum.

5. Please revise or provide additional information regarding the “Master Developer Team” as referenced in Section 3.6 Technical Proposal Format and Content: Section 2 paragraph 1B.

**Response:** The term “Master Developer Team”, shall be removed and replaced with “Programming Team”.

6. Please revise or provide more information regarding the intention behind referring to the Central Library as a “mixed-use project” or “mixed-use development” as referenced in Section 3.6 Technical Proposal Format and Content: Section 3 paragraphs 2 and 5, and in Section 4.

**Response:** A primary use facility with ancillary use/functions included, ie. Retail, food services, etc.

7. Please revise or provide more information regarding the intention behind referring to the “utilization of a public private partnership” as referenced in Section 3.6 Technical Proposal Format and Content: Section 4.

**Response:** Public-Private Partnership – a complex and contractually collaborative venture between the public and private sectors, built on the expertise for each partner that best meets clearly defined public needs through the appropriate allocation of resources, risks and rewards.

8. Please provide a Cost Proposal Form.

**Response:** The Cost Proposal Form is attachment #1 of this addendum.

**Questions and Answers Cont.... Page 2**

9. Will the selected Prime Contractor be expected to provide services to the County on this project following the final submission of the accepted Program Document?

**Response:** NO

10. Please clarify if this RFP is just for Programming of the Main Branch and none of the other Branch Libraries that are part of the Phase II Program.

**Response:** As stated in the response to question #3, these services are for the Central Library only.

11. Is the Library Facility Master Plan that was developed years ago still a viable document? If so can it be made available as this time?

**Response:** No, not for this scope of work.

12. Are any guidelines established in the Facility master Plan relative to this new Main Library?

**Response:** No

13. As for a length of time for an extension, a one-week extension would be welcomed -- two weeks would be better given the upcoming Thanksgiving holidays.

**Response:** As stated in Addendum 1, the due date was extended to Friday, November 21<sup>st</sup> at 11:00 A.M.

14. Although this Issuance Date is published as October 17, 2014, our firm did not receive notice of it until the County's email issued October 30. We were not made aware of this RFP through any of the usual means such as the DOAS website, nor was it apparently picked up by the GTPAC email system.

**Response:** See response to question #13.

15. As the pre-proposal conference was just today, that leaves a scant 2 weeks for a comprehensive submission of the kind that typically require several weeks to compile research, team, forms, costing and technical proposals.

**Response:** See response to question #13.

16. As discussed in today's meeting, the answer from Fulton County to the question, "Is the Prime for the programming phase disqualified from design phase work," and related questions regarding subcontractor disqualification, has not yet been published. This is fundamental to the selection of a team for this proposal, adding further delay to proposal preparation.

**Response:** See response to question #1.

17. A two-week extension will run this process into Thanksgiving week. Therefore, we are asking that Fulton County consider extending this RFP deadline to at least December 12, if not early 2015.

**Response:** See response to question #13.

18. Some of the consultants that we wanted to consider are reluctant because they do not want to be excluded from future Library work. Can this requirement be changed?

**Response:** See response to question #1.

19. Re page 2-4, item 2.5 a. Commencement Term. RFP states start date "in year 2011" and "shall end absolutely ... on 31st day of December, 2014." Immediately preceding a. it is stated that "...term of contract shall be for a one (1) year term, with two (2), one (1) year renewal options." Does this mean that a contract will be executed on or before December 31, 2014 and then renewed for one (1) year?

**Response:** See response to question #2.

### Questions and Answers Cont....page 3

20. Page 3-7 Section 4, "... mixed use development or utilizing a public private partnership." Does mean that all three (3) projects should confirm to the above?

**Response:** Yes. A primary use facility with ancillary use/functions included, ie. Retail, food services, etc.

21. The pertinent submittal requirements are only included in Section 3.0 of this RFP, so any reference to submittal requirements in Section 4.0 (see Subsection 1.1, third paragraph) should be construed to be referring to Section 3.0 of this RFP, true or false?

**Response:** True

22. The pertinent evaluation criteria is only included in Section 4.0 of this RFP, so any reference to evaluation criteria in Section 5.0 (see Subsection 1.1, third paragraph) should be construed to be referring to Section 4.0 of this RFP, true or false?

**Response:** True

23. The Term of the Contract shall not begin in the year 2011 and shall not end December 31, 2014, and renewal terms shall not be for the calendar years 2015 and 2016 (see RFP Subsections 2.5 a. and 2.5 b.), true or false?

**Response:** Please refer to response to question #2.

24. Reporting responsibilities are to be determined (see RFP Subsection 2.20), true or false?

**Response:** The County's representative.

25. There is only one library within the scope of this project, so any references to multiple libraries (see RFP Subsection 3.1.1, third paragraph and Subsection 3.6, first paragraph) should be construed to be referring to the one and only new Central Library project, true or false?

**Response:** True

26. This project is primarily for programming services, so any references to Master Development Team (see RFP Subsection 3.6 **Section 2 – Project Approach** paragraph 1. B.) should be construed to be referring to the Programming Team, true or false?

**Response:** True

27. The primary emphasis on personal team member experience and overall team experience on previous projects should focus on central library programming rather than mixed use projects (see RFP Subsection 3.6 **Section 3 – Project Team Qualifications** . . . paragraph 2. and Subsection 3.6 **Section 4 – Relevant Project Experience** . . . first paragraph), true or false?

**Response:** False. Please refer to the response to question #20.

### Clarifications

- 1) Section 3.3 Scope of Work, identifies the area of the proposed Central Library as 300,000 square feet minimum. This area should include all library required program space as well as ancillary retail and food service spaces being considered.
- 2) Section 3.3 Scope of Work, Item B, Design Considerations has been revised as follows:  
Including a description of the building, parking and exterior site development. Additionally, Phasing of the work coordinated with the extent of library operation onsite during construction must be described, if applicable.
- 3) Section 3.4 Project Deliverables should include four items. The fourth (4<sup>th</sup>) should be a Statement of Probable Construction Cost.

#14RFP11141K-MH

Programming services for the Atlanta-Fulton Public Library System Central Library

#14RFP11141K-MH  
 Programming Services for the Atlanta-Fulton Public Library  
 System Central Library

**ATTACHMENT 1  
 COST PROPOSAL FORM  
 (SUBMIT IN SEPARATE SEALED ENVELOPE)**

<b>Position Title</b>	<b>Hourly Rate</b>	<b>Estimated No. Of Hours</b>	<b>Total Fee</b>

**Provide Costs by Deliverable:**

<b>Building Programming Document</b>	
<b>Time Schedule with major tasks Identified</b>	
<b>Preparation and Power point Presentation</b>	
<b>Statement of Probable Construction Costs</b>	

(If additional space is required, include a separate sheet marked as price proposal page 2, etc.)

**TOTAL NOT TO EXCEED PRICE FOR ENTIRE PROJECT: \$ \_\_\_\_\_**

**PRICE IN WORDS \_\_\_\_\_**

**NOTE: Total cost shall be inclusive of all projected expenses, including but not limited to transportation, meals, lodging, long distance calls, photocopying services, etc.**

## **Insurance and Risk Management Provisions Professional Services (AFPLS – Central Library)**

It is Fulton County Government’s practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A- VI, subject to final approval by Fulton County. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Scope of Services must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Upon award, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Proof of insurance must be provided to Fulton County Government prior to the start of any activities/services as described in the bid document(s). Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

**Accordingly the Respondent shall provide a certificate evidencing the following:**

**1. WORKERS COMPENSATION/EMPLOYER’S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)**

Employer’s Liability Insurance	BY ACCIDENT	EACH ACCIDENT	\$100,000
Employer’s Liability Insurance	BY DISEASE	POLICY LIMIT	\$500,000
Employer’s Liability Insurance	BY DISEASE	EACH EMPLOYEE	\$100,000

**2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)**

Bodily Injury and Property Damage Liability	Each Occurrence	\$1,000,000
(Other than Products/Completed Operations)General Aggregate		\$2,000,000
Products\Completed Operation	Aggregate Limit	\$2,000,000
Personal and Advertising Injury	Limits	\$1,000,000
Damage to Rented Premises	Limits	\$100,000

Professional Services (AFPLS – Central Library)

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**3. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

**Combined Single Limits** Each Occurrence \$1,000,000  
(Including operation of non-owned, owned, and hired automobiles).

**4. PROFESSIONAL LIABILITY**

Each Occurrence \$1,000,000

\*Completed Operations – Statute of Repose for state of GA\*\*

**Certificates of Insurance**

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers’ Compensation and Professional Liability) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions. The General Liability Additional Insured language should apply to on-going and completed-operations, using ISO form CG 2010 (11/85 version), its’ equivalent or on a blanket basis.

The Contractors insurance shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Fulton County.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional Liability), with no Cross Suits exclusion.

If Fulton County Government shall so request, the Respondent, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices **must** identify the “Certificate Holder” as follows:

Fulton County Government – Purchasing and Contract Compliance Department  
130 Peachtree Street, S.W.  
Suite 1168  
Atlanta, Georgia 30303-3459

Certificates **must** list Project Name (where applicable).

**Important:**

It is understood that **Insurance in no way Limits the Liability of the Contractor/Vendor.**

**USE OF PREMISES**

Contractor/Vendor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials.

Effective 10-17-2014

**PROTECTION OF PROPERTY**

Contractor/Vendor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor/Vendor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor/Vendor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed.

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

Consultant/Contractor shall indemnify, release, and hold harmless Fulton County, its Commissioners and their respective officers, members, employees, and agents, from and against all liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments only to the extent such liability arises or results from the negligence of the Consultant/Contractor in the delivery of the Work under this Agreement, but such indemnity is limited to those liabilities arising from a Negligent Professional Act, as defined below. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant/Contractor.

For the purposes of the Professional Services Indemnity above, a "Negligent Professional Act" means a negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for whom Consultant/Contractor is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

COMPANY: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_