



SANDY SPRINGS™
GEORGIA

ADDENDUM NUMBER 2

**REQUEST FOR PROPOSAL #20-061 (“RFP”)
HOUSING NEEDS ASSESSMENT**

**RESPONSES DUE:
APRIL 16, 2020 NO LATER THAN 2:00 P.M.**

COMPLETE THIS ADDENDUM, SIGN and SUBMIT with the RFP

To All Prospective Offerors:

The deadline for questions has passed. In reference to the RFP listed above, the following answers to questions, additions, deletions and changes are hereby incorporated into the RFP:

1. Looking at the your Housing Needs Proposal have you considered aerial mapping as an additional deliverable to help in assessing Sandy Springs GIS graphical areas via state of the art aerial photogrammetry maps? [Our high resolution aerial photographs are updated annually and will be available to the selected firm. If a firm sees advantages in offering a product different than listed in the deliverables, they are welcome to include it in their proposal as an additional service.](#)
2. Does the firm proposing need to be certified to do business in the State of Georgia by the time of submission of the proposal? Or just if they are selected for the work? [Offerors may either \(1\) submit proof of authorization to do business in the State of Georgia with the proposal, or \(2\) submit proof of authorization to do business in the State of Georgia within ten \(10\) business days of contract award. If the Offeror chooses to wait until contract award, the City will hold fast to the ten \(10\) business day time period. If proof of authorization is not provided by the selected firm within such ten \(10\) day period, the contract award will be deemed void.](#)
3. While trying our best to practice safe social distancing, will the City waive the requirement to have documents notarized? We don't have a notary on staff, and all our employees are working from home and our physical offices are closed. Going to a notary public that provides notary services may put our staff at risk (if those stores are open at all). [There are only two \(2\) forms that need to be submitted with the proposal. They are the Proposal Signature and Certification form which does not require notarization and the Corporate Certificate form that requires the Corporate Seal of your Company. For the Corporate Certificate form, the attestation of the secretary by the means of the seal does not require an in person witnessing of the signature so a work around through email, mail or scanning should be able to be accomplished.](#)

4. Which of the insurance requirements are applicable to this proposal. [Please see the attached updated Exhibit G - Insurance Requirements.](#)
5. Please specify which of the insurance coverage applies to the Proposal, specifically # 7 Fidelity Bond, and #5 Pollution? [The requirement Sections 5 and 7 will be waived. Please see the attached updated Exhibit G - Insurance Requirements.](#)
6. On the Corporate Certificate, it states "that said company is organized under the laws of the State of Georgia." How do we complete and sign this form if our firm was organized under another state? [Please see the attached updated Corporate Certificate form.](#)
8. In section 4 (Contents), do individual resumes count against the page limitation? [No. Resumes may be included in an appendix.](#)
9. Are the forms included in the Sample Contract only to be submitted if awarded the contract, or do they need to be submitted with the proposal? [Only upon award](#)
10. On the Proposal Signature and Certification page, what is the difference between "Offeror Name" and "Company Name"? [The Offeror name is the person submitting the proposal on behalf of the Company. The Company name is the name of the Company who the Offeror is submitting the proposal for.](#)
11. Re: Exhibit G in the Sample Contract, are these insurance requirements specific to this professional services contract? [The requirements in the attached updated Exhibit G - Insurance Requirements will be required of the awarded Offeror.](#)
12. What is the time frame that the City would like the Housing Needs Assessment completed? [The initial intent was to present a final report to City Council in mid-November 2020. Considering the impacts of the pandemic, data collection might need to take place once the economy and the housing market are more stable. This should be taken into account in the proposed project schedule.](#)
13. For past experience and references, are we only allowed to provide a max of five (5) past project examples, or is that limitation only regarding references? [Please provide a maximum of five \(5\) combined.](#)
14. Should we be filling out and attaching any of the forms in the model contract with our proposal, or are those only to be filled out and provided upon an awarded contract? [Only upon award.](#)
15. How does the proposed schedule in the Outline of Services differ with the proposed implementation plan and project timeline in the Project Summary? [The Project Summary should include key milestones while the Outline of Services should include a higher level of detail such as the duration of each phase of the project, anticipated major meetings, etc.](#)
16. Is the two-page limit for the proposed schedule in the Outline of Services included in the five page limit for the Outline of Services? [Yes, the schedule is included in the five \(5\) page limit.](#)
17. How do you intend to use the needs assessment to inform a housing strategy? Do they see this as part 1 of a 2 part strategy? Is there any need to include preliminary recommendations as part of the needs assessment? [The final document from this assessment will be considered Phase I, with an intended Phase II Housing Strategic Plan to follow. Do not include preliminary recommendations.](#)

18. Given the current Covid-19 crisis, are bids still due by 4/16/2020? [Yes, the due date remains 4/16/2020.](#)
19. Does the request for no more than five references also limit the number of project experience references allowed in the response? [Please provide a maximum of five \(5\) combined.](#)
20. Is there a budget for the project? [There is no established budget for this contract.](#)
21. What is the period of performance for the project? [The initial intent was to present a final report to City Council in mid-November 2020. Considering the impacts of the pandemic, data collection might need to take place once the economy and the housing market are more stable. This should be taken into account in the proposed project schedule.](#)
22. What are the onsite requirements? [There are no requirements, but some meetings on site/in-person are preferable, once travel restrictions are lifted. Any associated travel costs for on-site meetings should be included in the proposed fee.](#)
23. Proposal Signature and Certification form and Corporate Certificate form, please advise where in the submittal should these forms be included. Should they be included as an Appendices in the Technical Proposal? [Yes, they may be included in an Appendix in the Technical Proposal.](#)
24. Attachment A, Model Contract, are the forms included in this section required with the proposal submittal or upon award? [Only upon award.](#)
- Certification of Contractor - Georgia Security and Immigration Compliance Act
 - Certification of Consultant - Drug-Free Workplace
 - Affidavit Verifying Status for City Public Benefit Application
 - Contractor Affidavit Under O.C.G.A. § 13-10-91(b)(1)
25. In the solicitation, the Corporate Certificate requires that Offerors be a company "organized under the laws of the State of Georgia." Does this prohibit companies organized under the laws of another state from proposing on this solicitation? If not, how should out-of-state firms proceed in completing the Corporate Certificate when submitting proposals? [No. This does not prohibit companies organized under the laws of another state from proposing on this solicitation. Please see the attached updated Corporate Certificate form.](#)
26. When evaluating proposals, does the City intend to factor in a preference for local firms, i.e. those based in the greater Atlanta area? [Location of the firm will not receive consideration when evaluating proposals; however local experience should be highlighted in the Similar Experience and References.](#)
27. Is the City able to waive the notarization requirement on forms, e.g., the Corporate Certificate? Due to the stay-at-home order, it may be challenging to obtain a notary's seal/signature? [See answer question #3.](#)
28. Is it possible to waive any of the insurance requirements, specifically the "Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions" and "Security and Privacy Liability and Media Liability" requirements? [The requirement in Sections 5 and 7 will be waived. Please see the attached updated Exhibit G - Insurance Requirements.](#)

I hereby acknowledge receipt of Addendum Number 2 for Request for Proposal #20-061 Housing Needs Assessment. I have incorporated the necessary changes into my response for the abovementioned Request for Qualified Contractor.

COMPANY NAME _____

CONTACT PERSON: _____

ADDRESS: _____ CITY: _____

STATE: _____ ZIP: _____

PHONE: _____ EMAIL ADDRESS _____

SIGNATURE: _____ DATE: _____

CORPORATE CERTIFICATE

I, _____, certify that: I am the Secretary of the company named as Offeror in the foregoing Proposal; that _____, who signed said Proposal on behalf of the Offeror, was then (title) _____ of said company; that said Proposal was duly signed for and in behalf of said company by authority of its governing body, and is within the scope of its corporate powers. Offeror is a company organized under the laws of the State of _____ and duly authorized to conduct business in the State of Georgia or, if not, Offeror shall apply to the Georgia Secretary of State for authorization to conduct business in the State of Georgia within ten (10) days of contract award to Offeror.

This _____ day of _____, 2020.

(Signature)

(Seal)

Corporate Name: _____

d/b/a: _____

EXHIBIT G

INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of this Contract, and for three (3) years thereafter, at its sole cost and expense, such insurance as will fully protect it and The City, The City's appointed and elected officials, departments, agencies, boards, commissions, its officers, agents, employees and volunteers from incidents, accidents and claims for personal injury, bodily injury, and property damage which may arise from or in connection with the performance of the Work and for the Contractor's professional liability (errors and omissions) under this Agreement, whether such services and work are performed by the Contractor, its agents, representatives, employees, or by any subcontractor or any tier directly employed or retained by either.

The following are the minimum insurance coverages and limits that the Contractor must maintain. If the Contractor maintains broader coverage or higher limits than those shown below, The City requires and shall be entitled to all coverage and for higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to The City.

Within ten (10) days of Notice of Award, and at all times that this Agreement is in force, Contractor shall obtain, maintain and furnish The City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-X or higher and acceptable to the City covering:

1. **Workers' Compensation and Employer's Liability Insurance.** Workers' Compensation Insurance in compliance with the applicable Workers' Compensation Act(s) of the state(s) wherein the work is to be performed or where jurisdiction could apply in amounts required by statutes. Employer's Liability Insurance, with limits of liability of not less than \$1,000,000 per accident for bodily injury or disease.

2. **Commercial General Liability Insurance**, including contractual liability insurance, product and completed operations, personal and advertising injury, and any other type of liability for which this Contract applies with limits of liability of not less than \$1,000,000 each occurrence / \$2,000,000 policy aggregate for personal injury, bodily injury, and property damage. Commercial General Liability Insurance shall be written on an "occurrence" form.

3. **Automobile Liability Insurance** with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage if automobiles are to be used in the delivery of or in the completion of services and work or driven onto the City's property. Insurance shall include all owned, non-owned and hired vehicle liability.

4. **Umbrella Insurance** with limits of liability excess of Employer's Liability Insurance, Commercial General Liability Insurance and Automobile Liability Insurance in the amount of not less than \$3,000,000.

5. **Professional (Errors and Omissions) Insurance** for Professional Services and for all Design/Build Projects with limits of liability of not less than \$3,000,000 per occurrence or claim / \$3,000,000 policy aggregate. Such policy shall also include coverage for losses arising from the breach of information security or cyber liability (including Errors & Omissions, Security and Privacy Liability and

Media Liability), whether combined with the Professional Liability policy or placed as a separate policy, but carrying the same limits of liability. Such coverage shall insure damage, injury and loss caused by error, omission or negligent acts, including all prior acts without limitation, related to the professional services to be provided under this Contract. The policy shall be amended to include independent contractors providing professional services on behalf of or at the direction of the Contractor. The definition of Contractual Liability shall be amended to state that liability under a contract of professional services is covered. Further, coverage shall be afforded for fraudulent acts, misappropriation of trade secrets, internet professional services, computer attacks, personal injury, regulatory actions, wrongful acts, contractual liability, privacy policy, and insured versus insured. The Contractor shall ensure that coverage under this policy continues for a period of thirty-six (36) months after completion of services.

A copy of these endorsements shall be provided to the City.

Coverage afforded under such policies shall not expire, be canceled or altered without at least forty five (45) days prior written notice to the City.

Certificates of Insurance showing that such coverage is in force shall be filed under this Contract by the Contractor to the City.

The obligations for the Contractor to procure and maintain insurance shall not be construed to waive or restrict other obligations and it is understood that insurance in no way limits liability of the Contractor whether or not same is covered by insurance.

Certificate Holder should read:

City of Sandy Springs
1 Galambos Way
Sandy Springs, Georgia 30328