

## Monkton Intersection RFP response to questions posted.

Addison County Regional Planning Commission

March 1, 2019

- 1) We have taken a close look at the State Prison Hollow Rd/Monkton Rd RFP, and carefully considered how we would approach the project to have a successful outcome. In summary, we have concluded that the budget available for the project is not adequate to conduct the planning and engagement process as outlined in the RFP, and also to develop 30% engineering plans. The engineering plans will require a topographic survey, given the challenges with grades and drainage, which is a significant cost in itself. The project budget could be workable for a project that either focused on planning, concept design and engagement, OR focused on developing 30% engineering plans, using a topographic survey, input from past planning efforts, and very limited stakeholder involvement, but not both. If you would entertain proposals that had a more limited scope, and focused either on the planning/engagement/concept design or development of 30% engineering plans, we would consider submitting a proposal.**

ACRPC invites potential consultants to bid on tasks that they feel are affordable within the scope of work. ACRPC reserves the right to seek clarification of any proposal submitted and to negotiate with any qualified sources.

- 2) If selected for this preliminary phase of the work, will the winning consultant be precluded from future phases of the project (if any)?**

Work related to this portion of the project will not preclude potential work on future phases. Future phases of the project will be put out to competitive bid.

- 3) Is a cost proposal to be provide as a section of the technical proposal, as a separate standalone document, or will it be negotiated prior to entering a contract?**

ACRPC has \$15,000 available for this phase of the work. A budget for how the successful consultant will utilized the available funds is expected as part of the response to the RFP. ACRPC invites potential consultants to bid on tasks that they feel are affordable within the scope of work. ACRPC reserves the right to seek clarification of any proposal submitted and to negotiate with any qualified sources.

- 4) Can you provide information on the required insurance coverage's?**

Prior to beginning any work the consultant, and all subcontractors, shall obtain the following insurance coverage and keep said coverage in place for the period of the Agreement. The consultant shall demonstrate compliance with minimum limits and coverage by providing ACRPC with appropriate certificates of insurance. With respect to all operations performed by the consultant, sub-consultants, agents or workers, it is the consultant's responsibility to insure that general liability insurance coverage exists throughout the term of this agreement. The insurance coverage shall be on an occurrence form with limits not less than:

i. General Aggregate	\$1,000,000
ii. Products-Completed/Operations Aggregate	\$1,000,000
iii. Each Occurrence	\$1,000,000
iv. Fire Legal Liability	\$ 50,000
v. Automobile Liability- Combined Single Limit	\$1,000,000

No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the consultant for the consultant's operations. These are solely minimums that have been set to protect the interests of ACRPC.

**5) Can you provide information on the DBE obligation, if applicable?**

ACRPC and its consultants agree to ensure that DBE's as defined in 49 CFR Part 26 have the maximum opportunity to participate and perform as consultants and sub-consultants financed in whole or in part with Federal funds. ACRPC and its consultants shall not discriminate on the basis of race, age, color, religion, sex, national origin, physical disability, or veteran status in the award and performance of DOT assisted Agreements. ACRPC and consultants shall initiate whatever procedures are required in accordance with 49 CFR Part 26 to insure that DBE's have the maximum opportunity to compete for and perform Agreements.

- i. Sanctions for Noncompliance. The consultant is hereby advised that failure of a consultant or sub-consultant, performing work under the Agreement to carry out the DBE policy requirements established shall constitute a breach of the Agreement and may result in termination of the Agreement by ACRPC, or such remedy as ACRPC may deem appropriate.
- ii. Inclusions in Subcontracts. The consultant shall insert these DBE Policy requirements in each of its subcontracts and shall insert a clause requiring its

subcontractors to include these same requirements in any lower tier subcontracts that the sub-consultants may enter into, together with a clause requiring the inclusion of the DBE policy requirements in any further subcontracts that may in turn be made. The DBE policy shall not be incorporated by reference.

- iii. Good Faith Effort for DBE. The consultant must make good faith efforts to solicit available and capable DBE firms. Evidence of a good faith effort must be documented and maintained as part of the procurement process. A consultant's degree of effort, to include DBE firms as sub-consultants and suppliers shall be determined in accordance with standards promulgated by the Agency of Transportation.