



HOWARD COUNTY, MARYLAND

OFFICE OF PURCHASING

6751 Columbia Gateway Drive, Suite 226, Columbia, MD 21046

ADDENDUM NO. 2

ISSUED FEBRUARY 19, 2020

EXPRESSIONS OF INTEREST NO. 05-2020

NPDES WATERSHED MANAGEMENT PROGRAM / NPDES MUNICIPAL PERMIT ANNUAL REQUIREMENTS

OPENING: FEBRUARY 26, 2020 AT 11:00 A.M.

<https://www.howardcountymd.gov/Departments/County-Administration/Purchasing>

This addendum is hereby made a part of EOI No. 05-2020. Please note the following questions and responses and submit your submittal accordingly.

Questions/Answers

- Question:** Reference Section 3.2, will the County consider projected increases in payroll or overheads? As written, the agreement only allows for increases after the fact, which will keep Contractor behind with regards to incurred increases.

Answer: Renewals are annual for this contract; thus, any prices would be set for at least one year and the County will entertain requests for escalation in accordance with the Consumer Price Index at the time of the request or up to a maximum of 5% increase, whichever is lower, during the renewal period.
- Question:** Will the County consider mutual indemnification, where the County will also indemnify the Contractor?

Answer: Section 9.1 states that the successful Consultant will be required to indemnify and hold the County and its agents and/or employees harmless from and against all liability and expenses. The language could be modified to add that the Consultant will not be liable for any injuries, damages, etc. caused by the County, its employees and agents.
- Question:** Reference item 13.1, this provision states the County reserves the right at the beginning, then later specifies mutual agreement. Please clarify this term. Is it applicable to this solicitation and any resulting agreement for work to be performed?

Answer: The provision refers to allowing other governmental entities or public bodies to piggyback on the Agreement with the Consultant, rather than having to issue a separate solicitation. Mutual agreement would be applicable to any resulting piggyback contract. While other entities are required to adhere to the same terms and conditions, some entities have provisions that are unique to them or required by their governing documents; those terms would have to be incorporated.
- Question:** Reference Appendix B, Article 8, please clarify the language restricting "additional claims". Is it not possible that additional circumstances/conditions could occur in the same area as a previous claim, necessitating additional adjustment to the agreement?

Answer: Once a claim has been made and resolved, no additional claims can be made. It is tantamount to a release.
- Question:** Reference Appendix B, Article 10 (B), the restrictions on additional sums in the last sentence is understood. However, the cutoff for any costs after the date of termination may not allow consultant to recover

all costs as a result of a termination for convenience. Will the County not allow for a settlement proposal to present costs associated with the termination that may reasonably occur after the date of termination?

Answer: Under the contract, only costs incurred up to the date of termination shall be paid.

6. **Question:** Reference Appendix B, Article 10 (E), Subpart E, "The first sentence states in the event of termination". Does this apply to termination for default and convenience? If applicable for convenience termination, why would County select another consultant to complete the project?

Answer: The language applies to termination for default; however, there could be a scenario in which the Consultant is in default for being unable to perform for one reason or another (e.g., financial issues) and the County could choose to terminate for convenience. In that case, the County could select another Consultant to complete the project.

7. **Question:** Reference Appendix B, Article 10 (E), the last sentence speaks to an exception for recovery of compensation for the status report. Does that mean that the date of termination will be at a point far enough in the future to enable Consultant to complete and be compensated for the report?

Answer: Per Appendix B Article 10 (D), the County will direct the Consultant on the date and the extent specified at which to stop work.

8. **Question:** Reference Appendix B, Article 11 (B), Audit information may contain Consultant sensitive/proprietary information. In the second sentence, Consultant is to agree to disclosure on information to whom; anyone, the public, or only those having a need to know such information?

Answer: Provision states pursuant to Appendix B Article 11 (A) above, which states that the County, or any of its duly authorized representatives, shall have access for the audit.

9. **Question:** Reference Appendix B, Article 17, in the last sentence, what is the rationale for limiting increases to direct costs and expenses and not overhead, which is a valid actual expense?

Answer: Overhead may be an actual cost, but it is an indirect cost, which includes mark-up. The provision limits increase to direct costs.

10. **Question:** Reference Appendix B, Article 24, there appears to be a conflict between language in the second and the third paragraphs. The second says no delay prior to notification will be considered. The third says if notification is received no later than 10 days from the beginning of an excusable day. Please clarify the start for an excusable delay in relation to notification.

Answer: Per first paragraph in Article 24, time extensions will be granted only for excusable delays. Subsequent paragraphs state that the County should be notified immediately of any excusable delay, and delays prior to notification will not be excused; the notification of the delay must be received by the County within ten (10) days of the Consultant discovering this delay in order for it to be considered an excusable delay.

11. **Question:** Will you further explain the role of the "Legal Authority" representative and any other relevant details? Please confirm that we may submit signatures digitally or by hand in the form of a printed pdf file for the 1 (one), original submission copy or does the County require wet signatures?

Answer: The Consultant would be expected to represent the County, when authorized, to provide updates on the County's status on meeting requirements of the permit. See Addendum No. 1, Answer to Question No. 11.

Please acknowledge addenda by signing below and returning with the submittal. Failure to acknowledge this addendum may cause for rejection.

ADDENDUM RECEIVED BY:

Signature

Company Name

Title

EHB:rlc