

### Questions Received During the Pre-Proposal Conference

Q1. Will MS4 permit support for Mrs. Lin be part of the contract?

A1. Yes, under Specialty Service K. Environmental Engineering and Testing Inspection.

Q2. No sound?

A2. There were no other reports of attendees experiencing problems with the sound. The recording of the Conference which is now posted on the Procurement Office website does have sound.

Q3. Hoping to confirm the time by which the proposal is due is indeed 11:59 PM and not AM? Thank you.

A3. It is confirmed the Proposal Due time is 11:59 P.M.

Q4. Aggregate Insurance requirements for CGL (\$6MM), Prof. Liability (\$6MM), E&O (\$6MM) and Cyber (\$5MM) area very high. Will APS consider lowering limits?

A4. APS will not consider negotiating any exceptions. Offerors can take exception in accordance with the RFP during the Negotiation Stage.

Q5. Is a list of current Specialized Service contract holders for all specialties available?

A5. The current Specialized Service holders under Contract 58FY16 can be found under the provided link.

[Current Contracts - Arlington Public Schools](#)

Q6. Does the 10 project maximum described in Tab 3 Section F apply to each Specialized Service being applied for or is this a maximum number of projects an applicant can show no matter how many Specialized Services that are being sought?

A6. The project maximum applies per Proposal regardless of how many Specialty Services are being sought.

Q7. Who are the incumbents?

A7. See response to Q5

Q8. How much work was awarded to landscape architecture design over the last term contract?

A8. One Task Work Order Contract, in the amount of \$24,150.00, was awarded to landscape architecture design over the last term contract.

Q9. Just to confirm, A/E firms submitting for (A) Architectural and Interior Design Services can include a subconsultant team that includes some of the specialized services as well?

A9. Offerors should submit a Proposal only for Specialty Service(s) for which they can act as a prime contractor. Proposing subconsultants should be limited to only those which may be required to support a portion of the Specialty Services. For example, if an Offeror's primary service is civil engineering and it wishes to submit for Specialty Service C Civil/Site Engineering Design and Surveying, it could propose a surveying subconsultant. Subconsultant team members will be addressed on a task-by-task basis, if the scope of a particular Task Work Order requires subconsultant services.

Q10. Specialized Service Category C appears to include stormwater management design. However, stormwater management is also mentioned in Specialized Service K. Can you please clarify what portion of SWM would be performed in Category K. For those of us who specialize in SWM, we are trying to determine do we need to go after both categories?

A10. The intent of Category C is for the design of stormwater management facilities. The intent of Category K is for the testing and inspection of stormwater management facilities being constructed or already constructed.

Q11. It is our understanding you are not looking for full service teams. However, there is some overlap in specialized services.

A11. Acknowledged.

Q12. Would we be putting ourselves at a disadvantage by submitting for our core discipline (i.e., architecture, interior design) only vs. preparing a response to include all the disciplines you are looking for?

A12. See response to Q9.

Q13. Will you provide a list of attendees and contact info so that MBE subs such as myself can contact them for teaming opportunities?

A13. A list of attendees is attached to this Information Item No. 1

Q14. Will you be posting the list of attendees?

A14. See response to Q13.

Q15. It appears that the structure of the RFP is meant to engage PRIME deliverables for each individual service listed in appendix H as opposed to PRIME + sub consultant delivery team. Please confirm.

A15. Confirmed.

Q16. Did you notice that wetland investigation work is mentioned in 2 different categories?

A16. See response to Q10.

Q17. We are an MEP firm and intend to submit as Prime. Should we submit only our MEP engineers or submit a full team with subconsultants to cover all specialized services (archs, MEP, Structural, etc.)?

A17. See response to Q9.

Q18. Sorry, a continuation of my earlier question. For example if we submit under specialized services category D to design sports fields. Do we need to include electrical design on our team for sports lighting or can we assume to use another speciality service consultant who submitted under category F that also includes sports lighting.

A18. See response to Q9.

Q19. Are subconsultants desired or can we bring them on a task by task basis?

A19. See response to Q9.

Q20. Could you please clarify? If we wanted to perform geotechnical services, would we have to get on a team with an architect or would we submit separately?

A20. You would submit separately, see response to Q9.

Q21. Can a firm submit two separate submissions as a prime for two different service categories? For example: A firm submits a separate prime proposal for architecture and a separate prime proposal for structural engineering...

A21. Offerors are only permitted to submit a single Proposal and must address all Specialty Services proposed within that Proposal.

Q22. Page 4 mentions SWaM. Is this a requirement for this contract?

A22. There are not SWaM requirements/goals for this Contract. However, APS does encourage the participation of small businesses and businesses owned by women, minorities, service disabled veterans and employment services organizations in procurement transactions.

Q23. Please confirm: An audited income statement is required, correct?

A23. Please refer to Addendum No 1 for a response to this question.

Q24. If an MEP firm were to submit for (mechanical & plumbing) and separately for (electrical & low voltage), would that potentially result in two separate interviews and two separate negotiations?

A24. In the example provided, there is the potential of the MEP being invited to attend two separate interviews and two separate negotiations.

Q25. which category will MS4 permit support for Ms. Lin be included under?

A25. See response to Q1.

Q26. Is the definition of "individuals" Architectural Firm + Selected Subconsultants?

A26. Question is unclear.

Q27. Are there SWaM requirements?

A27. See response to Q22.

Q28. Will there be a sign-in sheet distributed for attendees?

A28. See response to Q13

Q29. Good morning! How do we get our name added to the list of attendees for this call?

A29. Individuals who attended the Conference were requested to send an email to david.webb@apsva.us confirming attendance.

Q30. Can APS provide a list of incumbents?

A30. See response to Q5.

Q31. In Specialized Service C "Civil/Site Engineering Design and Surveying," an additional service is "geotechnical borings" however there is a dedicated specialized service for geotechnical specialized service (J). Would a geotechnical subconsultant get priority for work under service C, or would a dedicated geotechnical firm submitting for specialized

A31. See response to Q9 and refer to Terms and Conditions #61.

Q32. Is there a DBE/WBE/MBE participation goal for this solicitation?

A32. See response to Q22.

Q33. If a firm submits item A & B - architectural & interiors - shall we also include the other disciplines that may be needed to complete the project, such as MEP & structural? Or, will APS pair the architect with engineering disciplines as necessary?

A33. See response to Q9.

Q34. Can one proposal cover 2+ Specializations through Appendix G, or should they be separate proposals?

A34. See response to Q21.

Q35. Was 1 consultant for Civil/Engineering sufficient last contract?

A35. It is confirmed that one contract was awarded and APS is considering awarding to more than one contract resulting from this RFP.

Q36. If we propose on multiple services, is it possible to be awarded some of the services, but not others?

A36. Offerors submitting a Proposal for multiple Specialized Services may be awarded none, one, more than one Contract for those Specialized Services.

Q37. Section F typically asks for subconsultants— shall we list our team members instead?

A37. See responses to Q9 and Q42.

Q38. What is the MBE goal/requirement for this contract?

A38. See response to Q22.

Q39. Can we submit for mechanical, electrical, fire protection, and commissioning in one proposal? Multiple categories in one proposal.

A39. See response to Q21.

Q40. SWaM is the certification you will recognize or other certification will be recognized as well?

A40. See response to Q22.

Q41. While naming the owner as additionally insured for most insurance is appropriate Professional Liability carriers will not name others than the policy holder as (additionally) insured?

A41. See response to Q4.

Q42. For section D, if we cover one specialty— then the org chart would just include our own team, correct?

A42. See instructions for completing Proposal Tab 3.

Q43. Will you provide a list of current contract holders?

A43. See response to Q5.

Q44. why doesnt APS have an MBE requirement?

A44. See response to Q22.

Q45. I know this was addressed before, but I don't remember being asked for contact information when opening up this meeting.

A45. See response to Q29.

Q46. If our firm can only provide an accountant-reviewed income statement rather than an audited income statement, will our proposal be rejected?

A46. See response to Q23.

Q47. If your propose for civil engineering but you don't have survey in-house, should you include a survey firm as a sub?

A47. See response to Q9.

Q48. You mentioned cost estimating, which is listed as a specialized service, but relevant to all services listed. Should we include cost estimating sub-consultant for all services proposed? or will one of the successful estimators be assigned to each task order.

A48. See response to Q9.

Q49. Is the Negotiation process different than in previous iterations of this type of contract? (Or is this the same process as previous contracts?)

A49. It is possible the Negotiation Stage in this RFP differs to that in previous RFPs. Only the Negotiation Stage process detailed in this RFP will be followed.

Q50. Is there a page limit to the proposals?

A50. Offerors are requested to provide only that information which allows the Selection Advisory Committee to evaluate the Offeror's Proposal. Refer to Section IV . Proposal

Requirements. B. Unnecessarily Elaborate Responses.

Q51. When logging in to the pre- proposal conference I don't believe there was a place to indicate your name and e-mail address.

A51. Refer to the response to Q29.

Q52. I got a bounce back for David's email adress - can you confirm as correct? david.webb@apsva.us

A52. It is confirmed the email address david.webb@apsva.us is correct.

### Questions Received Outside of the Conference

Q1. Is this a reoccurring contract? If so, who are the incumbents for Structural Engineering?

A1. Please refer to Appendix D, Sample Form Agreement. 1 Contract Term.

Q2. RFP states 1 year contract renewable for 4, what is the maximum contract value per year and per task order?

A2. The current limits are: The fee for any single project shall not exceed two million, five hundred thousand dollars (\$2,500,000.00) and the sum of all projects performed in a one-year Contract term shall not exceed six million dollars (\$6,000,000.00).

Q3. Please confirm the \$3 million/\$6 million insurance requirements, this seems high for an on-call IDIQ for A/E, can this be reduced to \$1 million/\$2 million?

A3. Refer to response to Q4 to Questions Received During the Pre-Proposal Conference above.

Q4. Please confirm the Cyber Liability insurance limits of \$3 million/\$5 million applies to all A/E disciplines, not just Telecom/MEP.

A4. It is confirmed the Cyber Liability Insurance limits apply to all A/E disciplines, not just Telecom /MEP.

Q5. Please confirm fees and hourly rates should not be submitted with proposals and that Appendix E is to be filled out only after shortlisted.

A5. Offerors are not to submit fees with its Proposal. Refer to Section V .Proposal Evaluation Process, Method of Contract Award and Proposal Evaluation Criteria, E. Fees for Services.

Q6. Would design work associated with the Heights Building/Parking Facility be associated with this Contract or would that design be performed under a different A/E Contract?

A6. It would likely occur using this Contract.

Q7. Does APS own or maintain any parking garage facilities?

A7. Yes.

Q8. Will the attendees of the pre-proposal conference be posted?

A8. Refer to response to Q13 to Questions Received During the Pre-Proposal Conference above.

Q9. If we wanted to submit as the prime in two categories 1) civil/site engineering design and surveying services and (2) structural engineering design and inspection services, we cannot submit two separate proposals. We would have to submit for both services in one proposal, correct?

A9. Refer to response to Q21 to Questions Received During the Pre-Proposal Conference above.

Q10. We cannot submit as a prime and also be on another team as a subconsultant. Correct?

A10. Please refer to Addendum No 1 for a response to this question.

Q11. we would like to clarify the audited income statement requirement in Tab 5. If 2020 information is not yet available, would utilizing 2019 information be considered responsive?

A11. Refer to response to Q23 to Questions Received During the Pre-Proposal Conference above.

Q12. , is there a specific standard to which the audited income statement is expected to adhere to be considered responsive – OR – is the Offeror required to determine what level of detail / standard would in their opinion be sufficient to demonstrate ability to generate sufficient income to meet its operating expenses and financial obligations?

A12. Refer to response to Q23 to Questions Received During the Pre-Proposal Conference above.

Q13. Page 21 of 63 in the RFP states that Section C of the SF330 should not be completed because “subconsultant team members required for completion of a Task Work Order will be evaluated on a case-by-case basis during the negotiation phase of a Task Work Order.” If an Offeror believes that a subconsultant is necessary for a specific role within a category, should their materials be included within the SF330 form?

A13. Yes, also refer to response to Q9 to Questions Received During the Pre-Proposal Conference above.

Q14. Since the one (1) year contract may be extended for up to four (4) years, are escalation of rates supported in the contract?

A14. Please refer to Appendix D, Sample Form Agreement. 3. Increase in Hourly Rates for Renewal Contract Terms

Q15. For greater clarity, throughout the Agreement, can we define:

- a. the term “Contractor” as a “Consultant” and
- b. “Work,” as it applies to the obligations of our firm as “engineering and surveying services?”

The Virginia Department of Professional and Occupational Regulation has one Board to govern “Contractors,” who perform “Work,” and a separate Board to govern “Professional Engineers” and “Land Surveyors,” who provide “services.”

A15. No. The nomenclature will remain unchanged.

Q16. 1. Requirements to “Assure complete, competent, properly coordinated, and thoroughly checked deliverables” (Scope of Work, Page 10 of 63) and hold “the Contractor responsible for any additional resulting purchase and administrative costs” (Item 53 on Page 43 of 63) may exceed the standard of care applicable to licensed professionals or may be construed as a warranty or guarantee. The insurance concerns related to these obligations are discussed below. Can these provisions be modified slightly to address these concerns?

A16. Refer to response to Q4 to Questions Received During the Pre-Proposal Conference above.

Q17. 1. Proposal Requirements, Use of Information and Documents, Page 20 of 63. The indemnification in the last sentence of Requirement C is very broad. Can this be narrowed to the scope of professional liability insurance, which covers damages caused by the Consultant’s negligence in the rendering of professional services?

A17. Refer to response to Q4 to Questions Received During the Pre-Proposal Conference above.

Q18. Purchase Orders sometimes contain language that poses additional risk or concern. May an Offerer review the intended language and format of the standard Purchase Order in advance?

A18. Link to the Purchase Order Terms and Conditions is provided.

[Purchase Order Terms and Conditions](#)

Q19. Contract Terms and Conditions, Item 1, Standard of Care, Page 26 of 63

The Standard of Care as written requires exercising “the highest degree of skill and care normally accepted as practices and procedures by members of the same profession for

The standard of care as written requires exercising "the highest degree of skill and care normally accepted as practices and procedures by members of the same profession for provision of the work." Professional liability insurance will not apply to the highest standard of care, but only to a generally accepted standard of care. Will APS remove the word "highest" in the contract? Removing "highest" will allow your contractors to be insured for the generally accepted standard of care.

A19. Refer to response to Q4 to Questions Received During the Pre-Proposal Conference above.

Q20. Contract Terms and Conditions, Item 2, Responsibility of the Contractor, Page 26 of 63

The Responsibility of the Contractor requirement, as written, does not exclude errors or deficiencies in the Work that resulted from use of erroneous data provided by others. Without this exclusion, contract holders will be required to accept the risk for work performed by others and will incur additional cost for rework/checking of work provided by others. Will APS add to this item an exclusion for errors or deficiencies resulting from reliance on erroneous data provided by others?

A20. Refer to response to Q4 to Questions Received During the Pre-Proposal Conference above.

Q21. Contract Terms and Conditions, Item 19.A, Default, Cure and Termination, Page 31 of 63

As design professionals, we cannot offer warranties or guarantees. Will APS consider striking the phrase "including warranty and guarantee periods" from paragraph A?

A21. Refer to response to Q4 to Questions Received During the Pre-Proposal Conference above.

Q22. Contract Terms and Conditions, Item 19.B.2, Page 31 of 63. The inclusion of phrases like "all costs," "including but not limited to," and "all attorney fees and costs, and reasonable costs of litigation including but not limited to expert witness fees" may be broader than a consultant's ordinary obligations for damages caused by the consultant's negligence. Can this be modified to comport with obligations under Virginia law?

A22. Refer to response to Q4 to Questions Received During the Pre-Proposal Conference above.

Q23. Contract Terms and Conditions, Item 19.C.1-19.C.5, Contractor Responsibility for Damages Without Termination, Page 32 of 63

As written, the contract requires "reimbursement of damages resulting from the Contractor's errors, omissions or negligent performance of the work..." Further, the Contractor shall provide services "...resulting from the Contractor's errors, omissions, negligence or breach at no additional cost to APS." As written, design professionals are expected to be perfect, with no allowance for any error. Instead, professional responsibility should be defined as negligent errors and omissions, or the contract language makes the requirement uninsurable. Will APS replace the reference to errors and omissions with language that specifies negligent errors and omissions?

A23. Refer to response to Q4 to Questions Received During the Pre-Proposal Conference above.

Q24. Contract Terms and Conditions, Items 21 and 22, Indemnification\*/Intellectual Property Indemnification\*, Pages 33—34 of 63

We recognize that these items are classified as non-negotiable, but Virginia law does not include such broad requirements. The indemnification provisions as written are so broadly encompassing that no professional services firm will be able to obtain insurance for this risk. Because of this uninsurable risk, any contractors willing to perform work under the contract as written are knowingly risking company assets. Will APS consider modifying the indemnification requirements to specifically define the risk to allow it to be insurable?

A24. Refer to response to Q4 to Questions Received During the Pre-Proposal Conference above.

Q25. Contract Terms and Conditions, Item 24, Ownership and Return of Records, Page 34 of 63. Will APS agree that any reuse of the consultant's instruments of service without the consultant's knowledge and consent shall be at APS's sole risk and liability?

A25. Refer to response to Q4 to Questions Received During the Pre-Proposal Conference above.

Q26. Contract Terms and Conditions, Item 25, Confidential Data, Page 35 of 63. Will APS agree that use of information available in the public domain, use of information known by the consultant prior to this RFP, and information retained solely as an internal copy for the consultant's project files shall not be considered unauthorized use or disclosure?

the consultant prior to this RFP, and information retained solely as an internal copy for the consultant's project files shall not be considered unauthorized use or disclosure.

A26. Refer to response to Q4 to Questions Received During the Pre-Proposal Conference above.

Q27. Contract Terms and Conditions, Item 50, Insurance Requirements, Pages 40—42 of 63

a. "Agents," as used in Item 50 is undefined. Additional insureds should be specifically defined entities. Who is intended by APS to be included as "agents?"

b. In 50.C, current best practices are that the insureds have 30 days to notify their clients of cancellation or nonrenewal, and such notification is not the responsibility of the insurance companies. Also, standard practice for evidence of insurance is maintained through certificates of insurance rather than actual copies of policies, since policies contain proprietary information that is not intended to be shared with all of the insured's clients. Will APS accept these insurance industry best practices?

c. In 50.D.3, it is not possible to name clients of professional service firms as additional insureds under a professional liability insurance policy. Professional liability insurance is provided "per claim," not "per occurrence" and is not provided on a "per project" basis. Will APS accept these insurance industry standards? In addition, will APS consider a \$5M aggregate limit as \$6M is higher than standard?

d. In 50.D.4 and 50.D.5, Workers Compensation, Employer's Liability, and Auto Liability insurance are also not provided on a "per project" basis. Will APS accept these insurance industry standards as well?

e. In 50.D.6, will APS consider a \$1M limit for cyber liability insurance as \$3M-\$5M is higher than standard?

A27. Refer to response to Q4 to Questions Received During the Pre-Proposal Conference above.

Q28. Will interview be virtual or in person?

A28. Interviews will be held virtually.

Q29. Will an attendee list from the virtual pre-proposal conference be provide?

A29. Refer to response to Q13 to Questions Received During the Pre-Proposal Conference above.

Q30. If the bidder is planning on using a subcontractor for drilling and soil/rock laboratory Testing, does Arlington County want the bidder to identify the subcontractor and include Part II for the subcontractor?

A30. Refer to response to Q9 to Questions Received During the Pre-Proposal Conference above.

Q31. I would like to try and determine the insure requirements for Appendix C, Insurance Checklist on page 48. Are we to check off that we have that insurance? Is there supposed to be a minimum amount of insurance provided in the "Coverage Limit Per Occurrence" and "Coverage Aggregate Limit" columns?

A31. Offerors are to place an "X " in the Coverage Present column on Appendix C to confirm it has the Insurance Requirements at Section 50 of the Contract Terms and Conditions.

Q32. Our firm is interested in submitting a proposal for RFP#03Y21 and would like to request alternate insurance requirements from the coverage listed in the RFP. Attached is a document outlining the alternate coverage needs for your consideration.

A32. Refer to response to Q4 to Questions Received During the Pre-Proposal Conference above.

Q33. What is part 24? Mentioned on page 21 in the description of Section F: "Experience on comparable Term Contract shall be provide as a single project with individual Task Work Orders performed during the Term Contract described in Part 24.)"

A33. SF330, Section F, Part 24. Brief Description of Project and Relevance to this Contract.

Q34. Where should we include w-9 as attachment? In tab 1?

A34. The W-9 should be included in Tab 1.



Q35. Should we also include the certificate or registration to transact business in Virginia as an attachment?

A35. Offeror shall include in its Proposal on page 3 the identification number issued to it by the State Corporation Commission (SCC). Including the certificate is not a requirement, but if an Offeror is to include it, it should be included in Tab 1.

Q36. Can you share the link to the Platform site where we are uploading the proposal submission?

A36. The Platform where Proposals are to be uploaded is now available on the Procurement Office website. [Procurement Office website](#)

Q37. Who would be considered an authority for auditing our financial statements? We usually submit them as approved by our CEO.

A37. Please refer to Addendum No 1 for a response to this question.

Q38. As the prime Offeror submitting Architectural & Design Services qualifications, are we to include qualifications of specialty consultants (C-R listed on Appendix G) as a part of our proposal submission, and reflected as such within our SF330?

A38. Refer to response to Q9 to Questions Received During the Pre-Proposal Conference above.

Q39. On page 16, under Item 10. Interest in More Than One Proposal, and Collusion, the RFP refers to subcontractors being included in Proposals. But on page 21, under instructions for Section C in the SF330 form, the RFP notes "Proposed Team (not applicable, do not complete – subconsultant team members required for completion of a Task Work Order will be evaluated on a case-by-case basis during the negotiations phase of a Task Work Order)" and Section D on this page refers to this as well. Could you please clarify if the Offeror should include subconsultants as part of their proposed team in the Proposal or not? For example, should an Offeror submitting to provide Civil/Site Engineering Design and Surveying services include a subconsultant in their Proposal who can provide land surveying services if the Offeror cannot provide that service in-house?

A39. Refer to response to Q9 to Questions Received During the Pre-Proposal Conference above.

Q40. These insurance requirements are much higher than our typical professional services contracts. Can they be negotiated?

A40. Refer to response to Q4 to Questions Received During the Pre-Proposal Conference above.

Q41. I attended the Pre Proposal conference last week and do not believe I received the attendance list. I just wanted to make sure you had my information for distribution purposes. The MS Teams Live Seminar was acting finicky on my end and I couldn't see the chat or any questions though I was able to hear them. I wasn't sure if a list of Q/A from the meeting had been sent out.

A41. Refer to response to Q13 to Questions Received During the Pre-Proposal Conference above.

Q42. Do teams submitting for this opportunity need to be full service, including all of the disciplines listed in the RFP (architectural, civil/surveying, structural, mechanical, plumbing, and electrical)?

A42. Refer to response to Q9 to Questions Received During the Pre-Proposal Conference above.

Q43. Some firms are qualified to provide more than one Specialized services for this T.O. contract. Do you expect such firms to submit separate proposals for each specialized service or can they respond for two or more services under the same proposal response.

A43. Refer to response to Q21 to Questions Received During the Pre-Proposal Conference above.

Q44. Regarding the audited income statement-balance sheet, most firms, especially small engineering businesses with capability to perform required tasks, were impacted negatively in 2020 in an unprecedented way, which is not a reflection of their past performance. Can firms submit statements from previous years to show financial performance?

A44. Refer to response to Q23 to Questions Received During the Pre-Proposal Conference above.

Q45. What is the dollar amount of work last contract for the Landscape Architecture/Engineering Design service category?

A45. Refer to response to Q8 to Questions Received During the Pre-Proposal Conference above.

Q46. What is the dollar amount of work last contract for the Civil/Site Engineering Design and Surveying service category?

A46. Thirty-one Task Work Order Contracts, in the amount of \$400,617.15 was awarded for the Civil/Site Engineering Design and Surveying service category.

Q47. Was 1 consultant sufficient last contract for the Civil/Site Engineering Design and Surveying service category?

A47. One Contract was awarded for Civil Engineering services under the current suite of A&E Term Contracts, but APS would consider awarding more than one Contract for this Specialized Service resulting from this RFP.

Q48. Page 10 of 63 of RFP# 03FY21 A/E Services Term Contract for ACPS states the following:

The architectural, civil/surveying, structural, mechanical, plumbing, and electrical portions of the Task Work Order Contract *shall be planned and designed by, or under the immediate supervision of, a licensed architect or engineer who has expertise in the particular discipline involved* . Any sub-contracted work shall be performed by the consultants, associates, or subcontractors proposed by the Contractor during the selection process as part of the Contractor's team. The Contractor shall be solely responsible for any Work performed under the Contract by its consultants, associates or subcontractors

However, on Page 11 of 63: Specialized Services the RFP states that:

APS anticipates the award of a minimum of one (1) Contract for each of the following Specialized Services:

- A. Architectural and Interior Design Services
- B. Architectural and Interior Design Services
- C. Civil/Site Engineering Design and Surveying Services
- D. Landscape Architecture/Engineering Design Services
- E. Mechanical and Plumbing Engineering Design Services
- F. Electrical and Low Voltage Engineering Design Services
- G. Fire and Life Safety Systems Design and Code Consultation Services
- H. Structural Engineering Design and Inspection Services
- I. Telecommunications Design Services
- J. Geotechnical Services
- K. Environmental Engineering and Testing Inspection Services
- L. Construction Cost Estimating and Value Engineering
- M. Commissioning Services Work
- N. Multimodal Transportation Design Services
- O. Geothermal Engineering Design and Inspection Services
- P. Roofing and Building Envelope Design and Inspection Services
- Q. Acoustical Design Services
- R. Theater and Auditorium Consulting and Design Services

Is it intended that an Architecture firm and Engineering firm (and other sub-disciplines) would submit a proposal for specialized services jointly, or separately?

We are seeking clarification as to whether or not an Architecture firm would serve as the Contractor, with civil/surveying, structural, mechanical, plumbing, and electrical disciplines as a part of their team, or each discipline is to provide their own submission by discipline (i.e., Architectural, Structural Engineer, etc.).

A48. Refer to response to Q9 to Questions Received During the Pre-Proposal Conference above.

Q49. Our firm is interested in submitting a proposal for RFP#03Y21 and would like to request alternate insurance requirements from the coverage listed in the RFP. Attached is a document outlining the alternate coverage needs for your consideration.

A49. Refer to response to Q4 to Questions Received During the Pre-Proposal Conference above.

Q50. The new contract limits are now higher for Commercial General Liability and Professional Liability (3M/6M) as well as adding some additional insurance requirements such as "Cyber Liability" . As these will require policy changes and subsequent coverage costs, we wanted to make sure that this was not just a typographical error before we evaluate obtaining a quote for a change in coverage to meet these conditions.

A50. Refer to response to Q4 to Questions Received During the Pre-Proposal Conference above.

Q51. Additionally, there are new terms and conditions that are different from the previous terms and conditions in the current term contract that are not insurable by our carrier. As an example:

- a. Standard of care section 1 – requires the "highest Standard of Care". This is not insurable.
- b. Data security on P.35, "strictest confidence" goes beyond a negligence standard and would not be insurable.

A51. Refer to response to Q4 to Questions Received During the Pre-Proposal Conference above.

Q52. There are other new terms and conditions which are problematic from a coverage standpoint. We are amenable to most of the language, but we must have insurable terms and conditions to provide the required coverage listed in the RFP. Would there be an opportunity to revise the Terms and Conditions simply to insure coverage?

A52. Refer to response to Q4 to Questions Received During the Pre-Proposal Conference above.

Q53. I'm submitting the attached letter of request to acceptance of our current insurance coverages for the Request for Proposal 03FY21.

A53. Refer to response to Q4 to Questions Received During the Pre-Proposal Conference above.

Q54. Please see our letter attached regarding our insurance information. We hope that you consider our alternate insurance limits.

A54. Refer to response to Q4 to Questions Received During the Pre-Proposal Conference above.

Q55. Since this is an electronic submission, we are wondering if Appendix B needs to be notarized at this time?

A55. Appendix B needs to be notarized.

Q56. Page 21: Part I Section F : "Example Projects Which Best Illustrate Proposed Team's Qualifications for This Contract (Include a minimum of three and maximum of ten projects. Offerors are encouraged to provide relevant experience on comparable Term Contracts. Experience on comparable Term Contract shall be provide as a single project with individual Task Work Orders performed during the Term Contract described in Part 24.)"

I do not see a "Part 24" within the RFP. Could you confirm that you do not want to see task order contract project sheets, you would rather see an individual task?

A56. Refer to response to Q33.

Q57. Page 42 - Cyber Liability: "Would APS consider a waiver for the Cyber Insurance requirement? Our platform is backed up daily to an alternate cloud and at the quoted cost of the insurance coverage (slightly more than our Liability insur!) we could respond more effectively to any incident by just holding such a fund within our operating account and could more easily respond to an incident without having to file and wait for claims to process.

A57. Refer to response to Q4 to Questions Received During the Pre-Proposal Conference above.

Q58. The addendum for the RFP was supposed to be uploaded onto your website a couple days ago, but I haven't seen it there. Do you intend on uploading the addendum at a later date?

A58. Information Item No. 1 and Addendum No. 1 have now been posted on eVA and the Procurement Office website.