



County of Sacramento

May 27, 2022

To: Prospective Proposers

From: Sherrie Antonio
Airport Economic Development Specialist
Sacramento County Department of Airports

Subject: Addendum # 1 - Design Consulting Services Request for Qualifications and Experience - Sacramento International Airport

Addendum # 1 to the Request for Qualification and Experience (RFQ&E) Design Consulting Services includes answers to questions received by the deadline.

The Sacramento County Department of Airports (Department) received fourteen (14) questions in response to the RFQ&E. Listed below are the submitted questions along with the Department's responses. The questions are represented in the original format exactly as submitted to the County. No spelling or grammatical corrections were made to any question.

1. Attachment 3 - Contractor Certification of Compliance Form and Attachment 4 - Contractor Identification Form were not included in the RFQ&E – can you provide?

Answer: Yes, both are attached to this addendum #1.

2. Is the Table of Contents included in the 20-page limit?

Answer: No, the table of contents is not included in the 20-page limit.

3. Can we use smaller than 11-pt. font size for charts, tables, and other graphics-related materials?

Answer: The requirement of the RFQ&E is that the Statement of Qualifications (SOQ) must be typed or printed in a font no smaller than eleven (11) point, on 8.5" by 11" paper. Any font smaller than or paper above the specified size limit may not be evaluated.

4. Can we use 11x17 paper for large graphics?

Answer: Yes, folded to 8.5" by 11".

5. Is planning and design of the Ground Transportation Center (GTC) included with this project (including rental cars, light rail, etc.)? If so, please elaborate on scope expected to be covered.

Answer: Yes, GTC planning and design is included. Rental car and/or light rail facility is not included. Refer to scope in RFQ.

6. Are contractors required to use their FAR rates?

Answer: No. Federal Acquisition Regulation (FAR) rates are not applicable.

7. The RFQ/E notes the goals for participation for each trade (minority 16.1% and female 6.9%). Is this also applicable to design and this contract?

Answer: The RFQ&E lists the general goals but there is no specific requirement for this agreement. DBE participation is encouraged but proposers are not given preference in award of a contract. DBE participation is reported to the FAA for informational purposes only.

8. Are contractors able to negotiate contract terms?

Answer: Contractors may submit any requests for changes to the agreement as part of the statement of qualifications and experience for review by Office of the County Counsel. The Agreement must be reviewed and approved by County Counsel prior to the Board review and approval. The Department makes no guarantee that any requested changes will be approved or accepted.

9. In the proposed contract, Section XVIII. INDEMNIFICATION states:
CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its Board of Supervisors, officers, directors, agents, employees and volunteers from and against any and all claims, demands, actions, losses, liabilities, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of this Agreement, regardless of whether caused in part by a party indemnified hereunder.
Please note this language is inconsistent with Civil Code Section 2782.8. We ask the County to update the Indemnification section to reference and incorporate language aligned with Civil Code Section 2782.8.

Answer: Section XVIII. Indemnification is superseded and replaced as follows:

- A. To the fullest extent permitted by law, for work or services provided under this Agreement, CONTRACTOR shall indemnify, defend, including with counsel reasonably acceptable to COUNTY, and hold harmless COUNTY, its governing Board, officers, directors, officials, employees, and authorized volunteers and agents (collectively "Indemnified Parties"), from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims"), including cost of defense, settlement, arbitration, and reasonable attorneys' fees, resulting from injuries to or death of persons, including but not limited to employees of either party hereto, and damage to or destruction of property, or loss of use or reduction in value thereof, including but not limited to the property of either party hereto, arising out of, pertaining to, or relating to the alleged or actual error or omission, negligence, recklessness, willful misconduct, infringement of intellectual property rights, breach of trust, breach of confidentiality, unauthorized use or disclosure of data, breach of statutory or regulatory law, or other breach of its duties under this Agreement by CONTRACTOR, its employees, CONTRACTOR'S sub consultants or subcontractors at any tier, or any other party for which CONTRACTOR is legally liable under law, excepting only such injury, death, or damage, to the extent it is caused by the negligence of an Indemnified Party. CONTRACTOR shall not be liable for Claims caused by the sole negligence or willful misconduct of an Indemnified Party.

- B. The right to defense and indemnity under this Section shall initiate upon occurrence of an event giving rise to a Claim and tendered in writing to CONTRACTOR. CONTRACTOR shall defend the Indemnified Parties with counsel reasonably acceptable to COUNTY. Notwithstanding the foregoing, COUNTY shall be entitled, on its own behalf, and at the expense of CONTRACTOR, to assume control of its defense or the defense of any Indemnified Party in any legal action, with counsel reasonably selected by it. Should COUNTY elect to initially assume control of its defense, or the defense of any Indemnified Party, it does so without prejudice to its right to subsequently require that CONTRACTOR thereafter assume control of the defense and pay all reasonable attorneys' fees and costs incurred thereby.

- C. This indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by CONTRACTOR or CONTRACTOR'S sub consultants or subcontractors at any tier.

- D. Nothing in this Indemnity obligation shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.
- E. The provisions of this Indemnity obligation shall survive the expiration or termination of the Agreement.

10. Only the Cover Pages for Attachments 3 and 4 are included in the RFQ/E. Can these forms be provided?

Answer: Yes, both are attached to this addendum #1.

11. For the Proposed Fee Schedule, should the subconsultants information be included or only the prime's information?

Answer: Sub-consultants must be included.

12. For the original copy, can an electronic signature be acceptable or is a wet signature required?

Answer: Yes, electronic signatures (i.e. DocuSign) and/or wet signatures scanned and transmitted electronically shall be deemed original signatures.

13. Regarding the section on the Minimum Qualifications on page 11, can the statement regarding 5 years of experience be extended to 10 years of experience? For reference, here is the statement "our team's specific abilities and experience with airport terminal roadways at other airports in the United States in the last five (5) years."

Answer: No.

14. Will the County change the indemnification terms provided in the proposed Agreement to comply with the requirements of CA Civil Code 2782.8 and FAA Advisory Circular 150/1500.14E which limit the indemnification and defense obligations of an engineer to the proportional negligence of the engineer?

Answer: Section XVIII. Indemnification is superseded and replaced as follows:

- A. To the fullest extent permitted by law, for work or services provided under this Agreement, CONTRACTOR shall indemnify, defend, including with counsel reasonably acceptable to COUNTY, and hold harmless COUNTY, its governing Board, officers, directors, officials, employees, and authorized volunteers and agents (collectively

"Indemnified Parties"), from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims"), including cost of defense, settlement, arbitration, and reasonable attorneys' fees, resulting from injuries to or death of persons, including but not limited to employees of either party hereto, and damage to or destruction of property, or loss of use or reduction in value thereof, including but not limited to the property of either party hereto, arising out of, pertaining to, or relating to the alleged or actual error or omission, negligence, recklessness, willful misconduct, infringement of intellectual property rights, breach of trust, breach of confidentiality, unauthorized use or disclosure of data, breach of statutory or regulatory law, or other breach of its duties under this Agreement by CONTRACTOR, its employees, CONTRACTOR'S sub consultants or subcontractors at any tier, or any other party for which CONTRACTOR is legally liable under law, excepting only such injury, death, or damage, to the extent it is caused by the negligence of an Indemnified Party. CONTRACTOR shall not be liable for Claims caused by the sole negligence or willful misconduct of an Indemnified Party.

- B. The right to defense and indemnity under this Section shall initiate upon occurrence of an event giving rise to a Claim and tendered in writing to CONTRACTOR. CONTRACTOR shall defend the Indemnified Parties with counsel reasonably acceptable to COUNTY. Notwithstanding the foregoing, COUNTY shall be entitled, on its own behalf, and at the expense of CONTRACTOR, to assume control of its defense or the defense of any Indemnified Party in any legal action, with counsel reasonably selected by it. Should COUNTY elect to initially assume control of its defense, or the defense of any Indemnified Party, it does so without prejudice to its right to subsequently require that CONTRACTOR thereafter assume control of the defense and pay all reasonable attorneys' fees and costs incurred thereby.
- C. This indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by CONTRACTOR or CONTRACTOR'S sub consultants or subcontractors at any tier.
- D. Nothing in this Indemnity obligation shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.
- E. The provisions of this Indemnity obligation shall survive the expiration or termination of the Agreement.

Attachment 3

**COUNTY OF SACRAMENTO CONTRACTOR CERTIFICATION OF COMPLIANCE
FORM**

COVER PAGE

**COUNTY OF SACRAMENTO
CONTRACTOR CERTIFICATION OF COMPLIANCE FORM**

WHEREAS it is in the best interest of Sacramento County that those entities with whom the County does business demonstrate financial responsibility, integrity and lawfulness, it is inequitable for those entities with whom the County does business to receive County funds while failing to pay court-ordered child, family and spousal support which shifts the support of their dependents onto the public treasury.

Therefore, in order to assist the Sacramento County Department of Child Support Services in its efforts to collect unpaid court-ordered child, family and spousal support orders, the following certification must be provided by all entities with whom the County does business:

CONTRACTOR hereby certifies that either:

- _____ (a) the CONTRACTOR is a government or non-profit entity (exempt), or
- _____ (b) the CONTRACTOR has no Principal Owners (25% or more) (exempt), or
- _____ (c) each Principal Owner (25% or more), does not have any existing child support orders, or
- _____ (d) CONTRACTOR'S Principal Owners are currently in substantial compliance with any court-ordered child, family and spousal support order, including orders to provide current residence address, employment information, and whether dependent health insurance coverage is available. If not in compliance, Principal Owner has become current or has arranged a payment schedule with the Department of Child Support Services or the court.

New CONTRACTOR shall certify that each of the following statements is true:

- a. CONTRACTOR has fully complied with all applicable state and federal reporting requirements relating to employment reporting for its employees; and
- b. CONTRACTOR has fully complied with all lawfully served wage and earnings assignment orders and notices of assignment and will continue to maintain compliance.

NOTE: Failure to comply with state and federal reporting requirements regarding a contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment constitutes a default under the contract; and failure to cure the default within 90 days of notice by the County shall be grounds for termination of the contract. Principal Owners can contact the Sacramento Department of Child Support Services at 1-866-901-3212, by writing to P.O. Box 269112, Sacramento, 95826-9112, or via the Customer Connect website at www.childsup.ca.gov .

CONTRACTOR NAME

Date

Printed Name of person authorized to sign

Signature

Attachment 4

CONTRACTOR IDENTIFICATION FORM

COVER PAGE

CONTRACTOR IDENTIFICATION FORM

Contractor is exempt.

If not exempt, CONTRACTOR TO COMPLETE:

Company Name _____
 Company Address _____

Taxpayer ID _____ Company Telephone Number _____

1. Do you or anyone else own 25% or more of this Contractor/ Company? (Sole Proprietors answer yes) Yes No

2. If so, is dependent health insurance available to/or through Contractor/Company? Yes No

If YES to question #1, please complete the following as to each of these individuals:

Principal Owner Name _____
 Social Security # _____ Residence Telephone # _____
 Residence Address _____

Principal Owner Name _____
 Social Security # _____ Residence Telephone # _____
 Residence Address _____

Principal Owner Name _____
 Social Security # _____ Residence Telephone # _____
 Residence Address _____

Principal Owner Name _____
 Social Security # _____ Residence Telephone # _____
 Residence Address _____

Completed by: _____ **Date:** _____

DEPARTMENT TO COMPLETE: (Note: This form does not need to be sent to DCSS if exempt but the County Contract Officer may want to keep for their records)

Contract/PO #	Amount Paid/Payable \$	Term
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Department Submitting Information: _____
 Department Contact Person: _____
 Telephone Number: _____ E-mail Address: _____

