



RFQ 14-05  
Murphy Candler Lake Study

**Questions Addendum I**

1. The one 11x17 page that is allowed – is that only allowed for the Org Chart or could it apply to something else, for example the Schedule?

*The 11x17 page can be used for either the org chart or for the schedule*

2. Are the Cover, Cover Letter and Dividers or Tabs included in the 25-page count?

*No, the cover, cover letter, dividers, and tabs are not included in the 25-page count*

3. The *Affidavit Verifying Status for City Public Benefit Application* – Am I correct that we are to circle “other public benefit” on this form pertaining to these RFQs? Or is it intended that we apply for a City of Brookhaven Business License if we are awarded the contract? Please clarify.

*Circle “Other Public Benefit” on the Affidavit Verifying Status for City Public Benefit Application.*

4. Is the City of Brookhaven website the only location for Addenda that may be issued, or will we receive an email containing the Addenda?

*Addendum will be posted to the city website and the state DOAS site.*

5. Regarding the Murphy Candler Lake Study, will issues related to the Safe Dams Program or study of the dam’s conditions and its continued monitoring be a subject of the Lake Study?

*No, the dam conditions and its continued monitoring or other issues related to Safe Dams are not intended to be included in this Lake Study. However, in the course of doing the study and proposed improvements to the lake, any potential issues with the dam should be noted if identified.*

**Additional Items**

Please submit the attached revised Proposal Form with the proposal.

**PROPOSAL FORM**

**CITY OF BROOKHAVEN**

**RFQ 14-05 MURPHEY CANDLER LAKE STUDY**

The undersigned, as Proposer, hereby declares that this Proposal of Qualifications is in all respects fair and submitted in good faith without collusion or fraud. Proposer represents and warrants to the City that: (i) except as may be disclosed in writing to the City with its Proposal, no officer, employee or agent of the City has any interest, either directly or indirectly, in the business of the Proposer, and that no such person shall have any such interest at any time during the term of the Contract should it be awarded the Contract; and (ii) no gift, gratuity, promise, favor or anything else of value has been given or will be given to any employee or official of the City in connection with the submission of this Proposal or the City's evaluation or consideration thereof.

The Proposer further represents that it has examined or investigated the site conditions if necessary, and informed itself fully in regard to all conditions pertaining to the place where the work is to be done; that it has examined the Contract Documents and has read all Addendum(s) furnished by the City prior to the opening of the Proposals, as acknowledged below, and that it has otherwise fully informed itself regarding the nature, extent, scope and details of the services to be furnished under the Contract.

The Proposer agrees, if this Proposal of Qualifications is accepted, to negotiate in good faith with the City in order to enter into the Contract (properly completed in accordance with said Proposal Documents), and the Contract Documents for RFQ 14-05 Murphey Candler Lake Study, at the City of Brookhaven, and to furnish the prescribed evidence of a valid business license, insurance, and all other documents required by these Contract Documents. The Proposer further agrees to commence work and to perform the work specified herein within the time limits set forth in the Contract Documents, which time limits Proposer acknowledges are reasonable.

The undersigned further agrees that, in the case of failure or refusal on its part to execute the said contract, provide evidence of specified insurance, a copy of a valid business or occupational license and all other documents required by these Contract Documents within ten (10) business days after being provided with Notice of Intent to Award the contract (or such earlier time as may be stated elsewhere in these Proposal Documents), the Proposal award may be offered by the City to the next ranked Proposer, or the city may re-advertise for Proposals, and in either case the City shall have the right to recover from the Proposer the City's costs and damages including, without limitation, attorney's fees, to the same extent that the City could recover its costs and expenses from the Proposer under section 10 of the Instructions to Proposers if the Proposer withdrew or attempted to withdraw its Proposal.

The Proposer further agrees, if it fails to complete the work according to the Specification within the scheduled time or any authorized extension thereof, that damages may be deducted from the Contract price otherwise payable to the Proposer.

The Proposer agrees to abide with the City of Brookhaven's Financial Management Policies and Purchasing Policy.

Acknowledgement is hereby made of the following Addendum(s) received since issuance of the Contract Documents (identified by number)

Addendum No.	Date	Addendum No.	Date	Addendum No.	Date
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

It shall be the responsibility of each Proposer to visit the City Purchasing Department's website to determine if addendum(s) were issued and, if so, to obtain such addendum(s). Failure to acknowledge an addendum above shall not relieve the Proposer from its obligation to comply with the provisions of the addendum(s) not acknowledged above.