

Solicitation Addendum

Addendum No.:	2
Solicitation No.:	18-R067060AJ
Project No.:	N/A
Solicitation Title:	General Planning Consultant Services For The Public Works Transit Division
Addendum Date:	11/2/2017
Procurement Contact:	Abigail Jenkins, abigail.jenkins@mymanatee.org

RFP 18-R067060AJ GENERAL PLANNING CONSULTANT SERVICES FOR THE PUBLIC WORKS TRANSIT DIVISION IS AMENDED TO ADD, MODIFY, AND/OR CLARIFY THE SOLICITION DOCUMENTS AS SET FORTH HEREIN. THIS ADDENDUM IS HEREBY INCORPORATED IN AND MADE A PART OF RFP 18-R0672060AJ GENERAL PLANNING CONSULTANT SERVICES FOR THE PUBLIC WORKS TRANSIT DIVISION

Add:

ATTACHMENT H, HOLD HARMLESS AGREEMENT

Attachment H, Hold Harmless Agreement, included in this Addendum 2, is hereby incorporated into the RFP. Proposer must complete Attachment H and submit with its Proposal.

QUESTIONS AND RESPONSES:

- Q1. Sections C.01.16.3 and C.01.16.4, on page 21 do not seem relevant to this contract? C.01.16.3 deals with bidding phases and construction which are not applicable. C.01.16.4 deals with software source code, again not applicable. Please give guidance on what your expectations are for those sections.
- **R1.** Refer to Addendum No. 1 posted on the County website <u>https://public.mymanatee.org/rfp_post/controller?view=home</u> and on Demand Star on October 17, 2017.
- Q2. Are we allowed to add Categories to the rate table on page 23? We have very specialized positions.
- R2. No, any rates for specialized categories or positions should be provided in a separate table and identified as a specialized category and/or positons.

Q3. How many consultants does the County intend to select for this contract?

R3. The intent is to make a recommendation to award to one General Planning Consultant (GPC). The GPC may include specialty sub-consultants on their team.

Q4. What consultants currently hold this contract?

R4. The current GPC under contract to Manatee County is Tindale-Oliver.

Q5. What is the estimated volume of work over the course of this contract?

- R5. Based on past history, the amount of work anticipated is approximately 10-15 work assignments per year.
- Q6. Section B.03: Is each section to be treated independently or submitted as separate items, or will the team be assessed as a whole?
- R6. Section B.03 is a description of the scope of service to be provided by the selected Consultant. Please refer to Section C. "Form of Proposal" on how to respond and answer to Section B "Scope of Service".
- Q7. Is there a limit to the number of teams that sub-consultants can participate in?
- **R7.** Sub-consultants may be included on multiple Proposer's teams.
- Q8. Page 58 of the RFP states that "The enclosed Hold Harmless Agreement shall be signed by the Successful Proposer and shall become a part of the contract" and "Successful Proposer's failure to include...Hold Harmless prior to work will disqualify your award." However, a Hold Harmless Agreement has not been included in the RFP. Where can we locate this form?
- R8. Attachment H "Hold Harmless Agreement" has been added to the RFP per this Addendum No. 2

End of Questions

NOTE: Items that are struck through are deleted. Items that are <u>underlined</u> have been added. All other terms and conditions remain as stated in the <solicitation type>.

End of Addendum

INSTRUCTIONS:

Receipt of this addendum must be acknowledged as instructed in the solicitation document. Failure to acknowledge receipt of this Addendum may result in the response being deemed non-responsive.

Attachment H Manatee County, a Political Subdivision of the State of Florida Indemnity and Hold Harmless RFP 18-R067060AJ

Respondent shall defend, indemnify and hold harmless the County and all of the County's officers, agents, employees, and volunteers from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Respondent, its officers, employees, representatives and agents in performance or non-performance of its obligations under the Contract/Agreement. Respondent recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the County when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the County in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Contract/Agreement. Compliance with any insurance requirements required elsewhere within this Contract/Agreement shall not relieve Respondent of its liability and obligation to defend, hold harmless and indemnify the County as set forth in this article of the Contract/Agreement.

Nothing herein shall be construed to extend the County's liability beyond that provided in section 768.28, Florida Statutes.

PROJECT NUMBER AND/OR NAME			
INSURANCE AGENT			
Respondent Signature	DATE		
Acknowledgement:			
STATE OFCOUNTY OF			
The foregoing instrument was acknowledged before me this day of,			
20 by [YOUR FULL LEGAL NAME], who is			
personally known to me or who has produced as identification.			
Notary Signature			
Print Name:			