

**Office of Procurement Services**

P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

**SOLICTATION:** General Planning Consultant for MPO 10/4/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

**QUESTIONS/RESPONSES**

Q13. On Attachment 3 Team Composition Form: is percentage of work to be interpreted as percentage of expected work on the Contract or, percentage of overall workload for the company?

**R13.** **Percentage of overall workload for the company.**

Q14. On Attachment 3 Team Composition Form: how many Attachment 3 forms may be added to accommodate all of our staff?

**R14. Multiple forms can be sued to accommodate all staff members.**

**Q15.** On Attachment 4 Location and Percentage of Work: Do you need this from subs?

**R15. Refer to No 2 Addendum for 22-538 – Question #8.**

**Q16.** If we submit as one PDF, where do we place that in the sections provided? Do we also need to break it up and submit as separate files?

**R16. Refer to No 2 Addendum for 22-538 – Question #6.**

**Q17.** Can we have a cover page and tabs?

**R17. Yes. Only electronic submissions will be accepted.**

**Q18.** Is there a page limit?

**R19. No. Be concise with information and submit what is required.**

**Q20.** General Terms and Conditions – Warranty: As a design professional, Contractor can provide no warranty, express or implied, to the services it would provide under any award agreement. Contractor’s actions are measured by common law standard of care defined as “What a like professional would do under similar circumstances.” If the Contractor has met this standard of care, then it has fulfilled its contractual obligation in this regard. To ensure the County’s Terms and Conditions are applicable to the Contractor as a design professional, would the County be amendable to modifying the following section of its General Terms and Conditions as follows upon any contract award:

All warranties expressed and implied, must be made available to the County for goods and services covered by a solicitation. All goods furnished must be fully guaranteed by the Contractor against any factory defects and workmanship. They will be covered by the most favorable commercial warranty given for comparable quantities of products or services and the rights and remedies provided in the Contract will be in addition to the warranty and do not limit any right afforded to the County by any other provision of a solicitation. Contractor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period at no expense to the County. The special conditions of a solicitation may supersede the manufacturer’s standard warranty. *Notwithstanding the foregoing, services provided by the Contractor, as a design professional, will be performed with the care and skill utilized by members of the Contractor’s profession practicing under similar circumstances at the same time and in the same locale (the “Standard of Care”). In such instance, Contractor provides no warranty express or implied relative to the services covered by a solicitation. Contractor will correct, at its sole cost, any work not meeting the aforementioned Standard of Care.*

**R20. County will not agree to the proposed language; however, professional design/consultant services are typically awarded via formal contracts containing specialized terms differing from the general terms and conditions posted with all solicitations. The County agrees some of the terms are not applicable to all services and the best example of agreeable terms for this type of services would be illustrated by the prior consultant’s formal contract. See current contracts, 19-0908 located on the County’s Term and Supply website:** [Term and Supply Listing - Office of Procurement Services (lakecountyfl.gov)](https://c.lakecountyfl.gov/offices/procurement_services/term_and_supply.aspx?mylakefl=true)

**Q21.** General Terms and Conditions – Deficiencies in Work to be Corrected by the Contractor: The following provision subjects the Contractor, as a design professional, to an elevated standard of care an uninsurable claim. The standard of care for design professionals is directly tied to the Contractor’s professional liability insurance coverage. To ensure this language is consistent with the standard of care for design professionals and the parameters of the Contractor’s insurance coverage, would the County be amendable to modifying this language as follows upon contract award:

Contractor shall promptly correct all work that fails to conform to the Contract documents regardless of project completion status. All corrections must be made withing seven (7) calendar days after such rejected defects, deficiencies, or non-conformances are verbally reported to the Contractor by the County’s project administrator. Contractor must bear all costs or correcting such rejected work. If the Contractor fails to correct the work within the period specified, the County may, at its discretion, notify the Contractor, in writing, that the Contractor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within seven (7) calendar days of receipt of the notice. If the Contractor fails to correct the work within the period specified in the notice, the County may place the Contractor in default, obtain the services of another Contractor to correct the deficiencies, and charge the incumbent Contractor for these costs, either through a deduction from the final payment owed to the Contractor or through invoicing. If the Contractor fails to honor this invoice or credit memo, the County may terminate the contract for default. *Notwithstanding the foregoing, should the Contractor meet the statutory definition of an “Engineer” under Florida Statute* §*741 and providing professional services under any Contract, Contractor shall only be required to correct any work, at its sole cost and to the reasonable satisfaction of the County, withing seven (7) calendar days after notification by the County that does not meet the standard care for members of its profession practicing under similar circumstances at the same time and in the same locale.*

**R21. See the response to Q20.**

**Q22.** Shipping Terms F.O.B. Destination – This provision is not applicable to professional services. Would the County be amendable to modifying this language as follows upon any Contract award:

*To the extent applicable to Contractor’s services, the* F.O.B. point for any product ordered will be F.O.B. DESTINATION – INSIDE DELIVERY, FREIGHT ALLOWED. The County will not consider any proposal showing a F.O.B. point other than F.O.B. DESTINATION – INSIDE DELIVERY.

**R22. See the response to Q20.**

**Q23.** ACCEPTANCE OF GOODS OR SERVICES – To ensure this Section is relevant to the Contractor as a design professional, would the County be amenable to modifying this language as follows upon any contract award:

The products delivered as a result of a solicitation will remain the property of the Contractor, and services rendered under the Contract will not be deemed complete, until a physical inspection and actual usage of the products or services is accepted by the County and is in compliance with the terms in the contract. Any goods or services purchased as a result of a solicitation or Contract may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the County reserves the right to terminate the Contract or initiate corrective action on the part of the Contractor, to include return of any non-compliant goods to the Contractor at the Contractor’s expense**,** requiring the Contractor to either provide a direct replacement for the item, or a full credit for the returned item. The Contractor shall not assess any additional charges for any conforming action taken by the County under this clause. The County will not be responsible to pay for any product or service that does not conform to the Contract specifications. In addition, any defective product or service or any product or service not delivered or performed by the date specified in a purchase order or Contract, may be procured by the County on the open market, and any increase in cost may be charged against the Contractor. Any cost incurred by the County in any re-procurement plus any increased product or service cost will be withheld from any monies owed to the Contractor by the County for any Contract or financial obligation.

*Notwithstanding the foregoing, should the Contractor meet the statutory definition of a “Engineer” under FL Stat § 471 and providing professional services under any Contract, completed work becomes the property of the County upon final payment to the Contractor. Pursuant to the Section of the County’s Standard Terms and Conditions, entitled, “Deficiencies in Work to Be Corrected by the Contractor”, Contractor shall correct any work that does not meet the standard of care for members of its profession practicing under similar circumstances at the same time and in the same locale.*

**R23**. **See the response to Q20.**

**Exhibit C –** [**General Terms and Conditions for Lake County Florida**](https://lakeumbraco.azurewebsites.net/media/krwgfnt0/general-terms-and-conditions-v-5-6-21-ada.pdf) **dated 5/6/21, INDEMNIFICATION (pg 9 of 14) shall now read:**

**The CONSULTANT will indemnify and hold harmless COUNTY, its officers, employees, and agents from liabilities, damages, losses, and costs, including but not limited to reasonable attorney’s fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONSULTANT, its personnel, employees, and other person utilized by CONSULTANT in the performance of this agreement, including defects in design, or errors or omissions that result in material cost increases to COUNTY, pursuant to Section 725.08, Florida Statutes.  Such indemnification will include the payment of all valid (third-party) claims, losses, and judgments in connection therewith and the payment of all related fees and costs.   This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph or be deemed to affect the rights, privileges, and immunities of COUNTY as set forth in Section 768.28, Florida Statutes.**

**Q24**.Material Safety Data Sheet (MSDS): This provision is not applicable to professional services. Would the County be amendable to modifying this language as follows upon any Contract awarded:

*To the extent applicable to Contractor’s services, the Contractor is responsible to ensure the County has received the latest version of any MSDS required by 29 C.F.R. Section 1910.1200 with the first shipment of any hazardous material. The Contractor shall promptly provide a new MSDS to the County with the new information relevant to the specific material at any time the content of the MSDS is revised.*

**R24**. **See the response to Q20.**

**Q25**. INDEMNIFICATION – As written, this language is inconsistent with Florida Statute §728.08 relative to design professional contracts and uninsurable for the Contractor as a design professional. Would the County be amenable to modifying this language as follows upon any contract award:

*To the extent permitted by law, the Contractor shall indemnify and hold harmless the County and its officers, employees, agents, and instrumentalities from any and all liability, losses, or damages, including attorneys’ fees and costs of defense, which the County or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Contract by the Contractor or its employees, agents, servants, partners, principals, or subcontractors. The Contractor shall pay all claims and losses in connection with those claims and losses, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys’ fees which may be incurred. The Contractor expressly understands and agrees that any insurance protection required by the Contract or otherwise provided by the Contractor will in no way limits the responsibility to indemnify, keep and hold harmless and defend the County or its officers, employees, agents, and instrumentalities as provided in a solicitation or any Contract arising from a solicitation. Notwithstanding the foregoing, and to the extent Contractor meets the statutory definition of a “design professional” under FL Stat § 728.08, Contractor’s liability under this Section is limited to the extent such losses or damages, including reimbursement of reasonable attorney’s fees, are caused by its negligence, recklessness, or intentionally wrongful conduct. Contractor has no obligation to defend or pay County’s defense costs incurred prior to a final determination of liability by a court of competent jurisdiction.*

**R25**. **Review No 3 Addendum.**

**Q26.** Exhibit B – Insurance Requirements: Contractor cannot add any additional insureds to its professional liability insurance or worker’s compensation insurance. Would the County be amendable to making this classification as follows upon any contract award, so it is clear these policies are excluded from this requirement:

*Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear all applicable policies, with the exception of professional liability and worker’s compensation. Certificates of Insurance must identify the RFP or ITB number in the Description of Operations section on the Certificate.*

**R26. The County accepts this wording.**

**ADDITIONAL INFORMATION**

NOTE: Addendum 3 question should reflect as question #12, not 1.

**ACKNOWLEDGEMENT**

Firm Name: Click or tap here to enter text.

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: Click or tap here to enter text.

Date: Click or tap to enter a date.

Print Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Primary E-mail Address: Click or tap here to enter text.

Secondary E-mail Address: Click or tap here to enter text.