

**Office of Procurement Services**

P.O. Box 7800 • 315 W. Main St., Suite 416 • Tavares, FL 32778

**SOLICTATION:** Traffic Engineering Consultant for Safe Streets for All 01/11/2024

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** (Q1-Q12 in Addendum No.1)

Q13. The General Terms and Conditions, Warranty – Will the County consider changing it to: *All warranties express and implied, must be made available to the County for services covered by a solicitation. Contractor warrants all practices and procedures; workmanship and materials shall be consistent with the professional skill and care ordinarily provided by professionals in the same discipline practicing in the same or similar locality under the same or similar circumstances during the same period of time (Standard of Care). 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 at no expense to the County. The special conditions of a solicitation may supersede the manufacturer’s standard warranty.*

**R13. The General Terms and Conditions are intentionally all encompassing. As this Solicitation is specifically for service, the presented language is acceptable.**

Q14. The General Terms and Conditions, Deficiencies in Work to Be Corrected by Contractor – Will the County consider changing it to: *Contractor shall promptly correct all apparent and latent deficiencies or defects in work, or any work that fails to conform to the Contract documents regardless of project completion status. All corrections must be made within seven (7) calendar days, or such other period reasonably agreed to by both parties in writing, 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 of 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 or undertaken if period above has been extended, 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.*

**R.14 The General Terms and Conditions are intentionally all encompassing. As this Solicitation is specifically for service, the presented language is acceptable.**

Q15. The General Terms and Conditions, Indemnification – please confirm the language in the General Terms and Conditions is being replace with the Indemnification language in the Solicitation document.

**R15. The General Terms and Conditions are intentionally all encompassing. As this Solicitation is specifically for CCNA services, the Indemnification language in the Solicitation prevails.**

Q16. The General Terms and Conditions, Copyrights, first paragraph – Will the County consider changing it to: *Any copyright derived from a Contract will belong to the author. The author and the Contractor shall expressly assign to the County nonexclusive, royalty free rights to use any and all information provided by the Contractor in any deliverable or report for the County’s use which may include publishing in County documents and distribution as the County deems to be in its best interests. Any use except for the specific purpose intended by this Agreement will be at the user's sole risk and without liability or legal exposure to Contractor*.

**R16. The General Terms and Conditions are intentionally all encompassing. As this Solicitation is specifically for service, the County will accept the following: *Any copyright derived from a Contract will belong to the author. The author and the Contractor shall expressly assign to the County nonexclusive, royalty free rights to use any and all information provided by the Contractor in any deliverable or report for the County’s use which may include publishing in County documents and distribution as the County deems to be in its best interests.***

Q17. Exhibit B, Insurance Requirements – Insurers will not add anyone other than licensed professionals to Professional Liability and does not name additional parties to Workers’ Compensation policies. Because there is no “additional insured status” for the County on this policy, there is no interest to sever. Will the County please consider a change?

**R17. Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY, that coverage must be primary and noncontributory, with no requirement of premium by the COUNTY and that each evidenced policy except for Professional Liability includes a Cross Liability or Severability of Interests provision.**

Q18. The RFP states, “Respondents must exhibit compliance with the qualification standards and evaluation factors stated in Section 287.055, Florida Statutes, to be considered for award. Location, listing of subcontractors and respective percentage of use, are a listed evaluation factor under CCNA.” Will you accept either our business liens for the state of Florida or our certification as a DBE in Florida to meet this requirement? If not, can you please clarify want information or exhibits we need to submit?

**R18. Use Attachment 3 – Team Composition Form and Attachment 4 – Location of Work to be Completed. If further information is needed, Vendors will be contacted.**

Q19. The RFP states, “SUBCONTRACTORS/JOINT VENTURES - Any requirement involving use of professional services identified within Section 287.055, Florida Statutes, CCNA, and falling within the continuing contracts thresholds therein stated, may be awarded by issuance of a task order under an existing contract. Subcontractors with a County contract obtained through competitive solicitation, may be utilized without limits. Combined, all subcontractors without a County contract are limited to ten percent of the task not to exceed $35,000. Departments are to request such task orders under the Procurement Automated Workflow System (PAWS). Task orders under continuing CCNA contracts are not subject to pricing competition.” If awarded the contract, wouldn’t that entail the County having a contract with the subconsultant, so that would allow us to go about the 10% threshold correct?

**R19. Use Attachment 3 – Team Composition Form, for contract inclusion of any subcontractors needed to perform the requested services.**

Q20. What is the budget for this project?

**R20. $1,000,000*.***

Q21. Can we get a copy of the grant?

**R21. Refer to Exhibit D – Grant Agreement.**

Q22. What section do you want the cover and letter placed? Do you want a scope? If so, in what section do you want it placed? Do you want a schedule? If so, in what section do you want it placed? Do you want a budget? If so, in what section do you want it placed??

**R22. Follow the submittal requirements in Section 6.0 of the Solicitation document. Submit only what is requested.**

**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 vendor’s behalf.

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.