



Addendum Notice

This **ADDENDUM #3** forms a part of the Contract Document and modifies the original formal solicitation document.

Date	April 16, 2019
Addendum No.	ADDENDUM #3
Formal Solicitation Name	RFP-19-003 Emergency Debris Monitoring Services

Questions Received

1. May we negotiate the terms and conditions of the resulting contract upon notification of award?

Answer: Yes, the City and the selected Proposer will enter into a contract incorporating the requirements of the RFP and with other terms as may be acceptable to the City. The City reserves the right to negotiate the terms and conditions of the contract with the selected Proposer. The City has the right to rescind the contract award to the selected Proposer if the City and the selected Proposer do not agree upon the contract terms to the satisfaction of the City or in the City's best interest. The City reserves the right to reject a Proposer, even a Proposer awarded the contract, at any time prior to full contract execution.

2. May we submit exceptions to the RFP?

Answer: Yes.

3. Will all exceptions to the terms and conditions be stricken, or will only terms contrary to those in 18 a-j be stricken?

Answer: The Proposer agrees that by making a proposal based upon this RFP, that any term or condition inconsistent with this document or the specifications shall be null, void and stricken by the City. Without limitation, the following contract terms and provisions 18 a-j shall be deemed inconsistent and will be stricken.

4. Can we amend the standard of acceptance under section 13? Invoicing and Payment to that in section 57. Breach?

Answer: No.



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5. Will you waive the requirement of a payment and performance bond?

Answer: No.

6. Can the amount of the bond be 100% of the amount of the Notice to Proceed instead of 120% of the estimated cost of services to be rendered?

Answer: No, the proposing firm shall demonstrate on the date of submission, the ability to qualify for a \$1,000,000 payment and performance bond by providing a letter from a surety to that effect. Upon receipt of a Notice to Proceed from the City, the awarded Contractor shall be required to furnish a Payment and Performance Bond in the amount equal to one hundred twenty percent (120%) of the estimated cost of the services to be rendered at the time of issuance of the Notice to Proceed.

7. Under section 13. Indemnity: Is the CITY requiring CONTRACTOR to indemnify CITY for the sole negligence of CITY?

Answer: No.

8. Under section 31. Accidents and claims, what does: "in protection of the project site" mean? Can we remove or negotiate this clause?

Answer: No, the scope of services and technical requirements fully outlines the services that shall be provided which includes, but is not limited to: (a) field operations regarding all storm generated debris; (b) debris pickup; (c) debris hauling; (d) debris delivery; (e) debris staging and reduction; (f) temporary debris storage site management; (g) debris management; and (h) final disposal of debris to an approved facility. As such, the contractor will have the ability to report and stop any work that does not comply with federal, state, and local regulations and laws. Furthermore, the contractor shall report and stop any work not authorized by the City's notice to proceed, scope of services and technical requirements for all debris management contracts which includes actions of others.

9. Under section 32, if we mark something in the proposal as confidential, will the City keep the information confidential or disregard the request?

Answer: In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State or Federal Law, all Proposers should be aware that Request for Proposals and the responses thereto are in the public domain and are considered public records subject only to applicable exceptions, exemptions, or confidentiality protections that may apply. If information submitted by a Proposer is not protected from public disclosure by an applicable exemption or confidentiality provision in State or Federal law, then such information is subject to public disclosure. The Proposers are requested to identify specifically any information contained in their response which they



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consider confidential and/or proprietary and which they believe to be exempt or confidential from public disclosure, citing specifically the applicable State or Federal law for such claim of exemption or confidentiality.

10. Under section 58, can the City strike “third parties?”

Answer: No

11. Under section 32. Is it the intention of the City that Contractor indemnify City for breach of law, ordinance etc., by City or just by Contractor?

Answer: The proposer shall indemnify the City for any breach of law, ordinance, etc., by the Contractor.

Changes to Scope of Services or Technical Requirements

N/A

PLEASE NOTE

Bidders are required to acknowledge receipt of **ADDENDUM #3** in the space provided on the Signature Sheet within the original formal solicitation document.

**FAILURE TO ACKNOWLEDGE ALL ADDENDA MAY BE
CAUSE FOR REJECTION OF THE RESPONSE.**