

## RFP ADDENDUM # 001

9/3/2021

### Notice to all potential respondents:

The Request for Proposals (RFP) is modified as set forth in this Addendum. The original RFP Documents and any previously issued addenda remain in full force and effect, except as modified by this Addendum, which is hereby made part of the RFP. Respondent shall take this Addendum into consideration when preparing and submitting its Proposal.

### Proposal Submittal Date

The Proposal submittal deadline remains the same and is not changed by this Addendum.

### Questions and Answers

The following questions and answers are provided as a matter of information to clarify issues raised about the RFP.

Item	Questions and Answers
1.1	<p><u>Question:</u> For the trip-based and the activity-based approaches, are two separate proposals required for each approach or can one proposal be submitted that clearly separates out the two approaches?</p> <p><u>Answer:</u> A single proposal may be submitted as long as it clearly identifies the information that applies to both modeling approach as well as the information that is distinct for each approach. Each approach must also have its own proposed budget/costs. The two approaches will be scored individually as two different proposals so that the NFRMPO can choose the best cost/value approach for its needs.</p>
1.2	<p><u>Question:</u> Article VIII from the Sample Contract contains indemnification provision. Considering partly the indemnification language accepted by NFRMPO for RFP #P2021-001, we would like to suggest a couple of similar clarifications. They will specify that Consultant's liability will cover the reasonable attorney fees and that Consultant's liability is predicated on Consultant's negligence. Would the NFRMPO be willing to modify the first sentence of Article VIII from the Sample Contract as shown below?</p> <p style="padding-left: 40px;">Consultant agrees to indemnify and hold harmless the MPO and its officers, <del>insurers,</del> volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including <u>reasonable</u> attorney fees, on account of injury, loss, or damage, including without limitation</p>

claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, to the extent which arise out of or are in any manner ~~connected with~~ resulted from this Agreement if such injury, loss, or damage is caused in whole or in part by, the ~~negligible~~ negligent act, omission, or error of Consultant, any subcontractor of Consultant, or any officer, employee, representative, or agent of Consultant, or which arise out of a worker's compensation claim of any employee of Consultant or of any employee of any subcontractor of Consultant

Answer: The selected consultant will have the opportunity to negotiate contract language before finalizing any contract with the NFRMPO. The sample contract is included in the RFP for reference purposes; the NFRMPO is amenable to reasonable requests for clarification in contract language such as those referenced above.

**End of Addendum**