



City of Gainesville

Financial Services Department

Purchasing Division

Addendum Publish Date: February 15, 2022

**PROJECT DEVELOPMENT, ENVIRONMENT STUDY & DESIGN
RFQ #: DOMX-220040-SG
ADDENDUM NO. 1**

Bid Due Date: March 8, 2022, 3:00pm (Local Time)

NOTE: This Addendum has been issued only to the holders of record of the specifications.

The original Specifications remain in full force and effect except as revised by the following changes which shall take precedence over anything to the contrary.

1. Any questions regarding this solicitation shall be submitted in writing to the City of Gainesville Procurement Division by 3:00pm, (local time), Monday, February 28, 2022. Submit questions to: goodloess@cityofgainesville.org
2. Please find attached:
 - a. A copy of the Cone of Silence period information (Financial Procedures Manual Section 41-424 Prohibition of lobbying in procurement matters) that was discussed.

The following are changes to the sample contract Page 19 in the RFQ Bid Document DOMX-220040-SG:

~~6. INDEMNIFICATION.~~

~~Contractor shall indemnify the City, its officials, agents and employees, and hold it harmless from suits, actions, damages, liability, expenses, losses and costs, including, but not limited to reasonable attorney's fees in connection with loss of life, bodily or personal injury, or property damage arising from or occasioned by any act or omission or negligence or intentional wrongdoing on the part of the Contractor and other persons employed or utilized by the Contractor.~~

6. INDEMNIFICATION.

Contractor agrees to indemnify and hold harmless the CITY, its elected officials, its officers, and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the Contractor in the performance of this Contract.

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The following are answers/clarifications to questions received about this solicitation:

3. Regarding the Sample Contract, Item 6-Indemnification Page 19. Of the RFQ.

Question: Since this is not per the statute, would the City consider the following rewording?

"The design professional shall indemnify and hold harmless the agency, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract."

Answer: Yes, the City will accept this.

ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 1 by his or her signature below, **and a copy of this Addendum to be returned with proposal.**

CERTIFICATION BY PROPOSER

The undersigned acknowledges receipt of this Addendum No. 1 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein.

PROPOSER COMPANY NAME: _____

SIGNATURE: _____

LEGIBLY PRINT NAME: _____

DATE: _____

**CITY OF GAINESVILLE
FINANCIAL SERVICES
PROCEDURES MANUAL**

41-424 Prohibition of lobbying in procurement matters

Except as expressly set forth in Resolution 170116, Section 9, during the Cone of Silence as defined herein no person may lobby, on behalf of a competing party in a particular procurement process, City Officials or employees, except the Procurement Division or the procurement designated staff contact person. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

Cone of Silence period means the period between the issue date which allows for immediate submittals to the City of Gainesville Procurement Division in response to an invitation to bid, or a request for proposal, or qualifications, or information, or an invitation to negotiate, as applicable, and the time that City Officials or the Procurement Division, or City Department awards the contract.

Lobbying means when a person seeks to influence or attempt to influence City Officials or employees with respect to a decision of the City, except as authorized by procurement procedures.