

Questions – 9/11/24:

Posted:9/18/24

1. As currently worded, we believe that the indemnity provision 2.12 on page 14 of the proposal is not in compliance with FL Statute 725.08 and is unenforceable. Please consider rewording same to conform with the statute. Suggested language per FL Statutes 725.08: “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: Language THEA uses in our agreements: *“The Consultant will indemnify, save, defend and hold harmless the Authority, its members, officers, agents, representatives, and employees from any claim, loss, suit, action, demand, liability, damage, cost, charge, and expense, including but not limited to reasonable attorneys' and paralegal fees (at trial and on appeal), attributable to claims of third parties solely for bodily injury, death or damage to real or tangible personal property, to the extent directly and proximately caused by the negligence, recklessness, or intentional misconduct by the Consultant, its agents, employees, or subconsultants arising out of the execution, performance nonperformance of the duties of the Consultant under this Agreement, the enforcement of this Agreement, or resulting from the activities of the Consultant in any way connected to this Agreement.” The Consultant, its agents, employees or subconsultants shall not be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Authority or any of its officers, agents, or employees during the performance of this Agreement. Consultant's liability hereunder shall include all attorneys' fees and costs incurred by the Authority in the enforcement of this indemnification provision. This indemnification provision includes claims made by any employees of Consultant against the Authority, and Consultant hereby waives its entitlement, if any, to immunity under section 440.11, Florida Statutes. Nothing contained in this Agreement, and specifically this provision requiring Consultant to indemnify the Authority, is intended to nor shall it be construed as an additional waiver of sovereign immunity by Authority beyond the Authority's expressed written contractual obligations contained within this Agreement, nor shall it be construed as a waiver of any defenses or limitations to any claims, including those based on the doctrine of sovereign immunity or section 768.28, Florida Statutes. The obligations contained in this paragraph shall survive the termination of this Agreement, however terminated, and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.”*

2. Can you please provide a sample contract?

Answer: THEA will provide to the selected Respondent(s) after Board approval.

3. Regarding the scope of work, it includes various landscape architecture elements; however, I noticed that the FDOT Landscape Architecture Prequalification is not listed among the required prequalification's. Could you please clarify if this prequalification is supposed to be included?

Answer: This is a miscellaneous contract, and the scope of work includes but is not limited to the FDOT Work Groups provided. The assignments for THEA will not be limited to these specific work

groups to define the specific scope for each task assignment but will be determined by THEA's needs. It is likely some tasks could include A&E professional services for Landscape Architects; these are not the main requirements of services to be performed. Landscape Architect capabilities and prequalification as part of a respondents' teaming is a plus.

4. Is there an SBE/DBE goal for this contract?

Answer: Aspirational goal of 15%.

5. Are subs required to fill out any forms?

Answer: No, only the Prime is to complete the forms.

6. On page 12 – it states that “The respondent must include with its ELOR Package a completed FORM 4 – QUESTIONNAIRE”. Are these the same forms?

Answer: The questionnaire form is not required to be completed. Please complete the forms attached to the RFP for submittal.

7. There is not an overall page limit for Section 4 – Resumes, correct? Only 1-page max resumes per key personnel?

Answer: Per # 4 in Section B of the RFP, Resumes are to be one (1) page for the Project Manager and the key staff of the respondent's team.

8. Workload – Do you want to see a list of projects our key personnel is currently working on/expected to work on or will an availability percentage for each key personnel suffice?

Answer: An estimate/percentage of availability is sufficient. The goal is to ensure that THEA can access the staff listed in the Organization Chart and the resumes received.

9. How early is the presentation required to be submitted prior to presenting? Right before presenting? A day before?

Answer: Just prior to the presentation, the respondent would submit their presentation via email to the Procurement Office.

10. What is the contract value? Is there a contracting value (cost) range THEA can share so that the proposal effort is commensurate with the contract value?

Answer: Historically, the assignments have ranged from as low as \$5,000 to as high as \$500,000. Due to the variety of assignments, THEA may need, and based on the Scope, the value of the assignments can vary. The assignments are based on the needs and expertise of selected firms.

11. Please specify individual work types for the following Work Groups:
Group 2 – Project Development and Environmental (PD&E) Studies

- Group 3 – Highway Design – Roadway
- Group 4 – Highway Design – Bridges
- Group 6 – Traffic Engineering and Operations Studies
- Group 7 – Traffic Operations Design
- Group 8 – Survey and Mapping
- Group 11 – Engineering Contract Administration and Management
- Group 13 – Planning
- Group 14 – Architect

Answer: This is a miscellaneous type of contract and the scope of work includes but is not limited to the above FDOT Work Groups provided to give respondents an idea and a comparison to some FDOT work. The assignments for THEA will not be limited to these specific work groups to define the specific scope for each task assignment but will be determined by the needs of THEA. It is likely some tasks could include A&E professional services, these are not the main requirement of services to be performed. While the above work groups include some of the qualifications needed to complete some work that will be released, the individual tasks might vary. The prime consultant does not have to hold all prequalifications; the respondents are more than welcome to organize their proposed staff or team and/or have the ability to get special technical expertise to meet the potential needs of the proposed work.