

ALBANY PARKING AUTHORITY
Landscape Architect Services RFP (10/24/17)

ADDENDUM NO. 1

The following modifications to the Cost Proposal Format are hereby incorporated into the Bidding Documents and the receipt of which shall be acknowledged by the BIDDER.

In accordance with the Invitation to Bid, each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

Section 5: Cost Proposal Format

- 5.1 Price(s) quoted shall be the total cost the Authority will pay for this project including all other charges.
- 5.2 All prices quoted shall be in United States dollars and "whole cent," no cent fractions shall be used.
- 5.3 Proposers must also provide pricing of maximum warranty on parts and labor offered by the manufacturer. Total monthly pricing shall incorporate any warranty costs.
- 5.4 Provide the following:
 - a. Schedule, including length of term, early termination/purchase options and grand total.
 - b. Additional Costs: Disclose any additional out of pocket costs the Authority may incur, including documentation fees, charges due at lease termination, etc.
 - c. Sample Agreement: Provide a sample agreement for review.
- 5.5 Non-Performance: Non-performance by the Vendor will cause damage to the Authority by undermining the Authority's ability to manage the City's parking resources. If the Vendor fails to provide the equipment and services per the schedule provided by the Vendor per Section 1.16(c), the Authority shall have the right to terminate the Contract upon ten (10) business days written notice to the Vendor.
- 5.6 Hold Harmless: To the fullest extent permitted by law, Vendor agrees to indemnify, defend and hold harmless, the Authority, its board and council members, officers, employees, agents and volunteers ("Indemnitees"), through legal counsel reasonable acceptable to Authority, from any and all Losses arising out of or relating to any of the following: (i) performance or nonperformance of the Contract by Vendor or its Vendors of any tier; (ii) activities of the Vendor or its Vendors, of any tier; (iii) the payment or nonpayment by the Vendor or any of its Vendors, of any tier; and (iv) any personal injury, property damage or economic loss to third persons associated with the performance or nonperformance by the Vendor or its Vendors, of any tier. However, nothing contained in this provision shall be construed as obligating the Vendor to indemnify any Indemnitee for Losses resulting from the Indemnitee's sole or active negligence or wrongful misconduct. Vendor shall take steps to assure that a right indemnification is included in all subcontracting agreements.
- 5.7 All pricing in Proposals will be used to set the beginning point of negotiation. All final negotiated prices will be stated in the executed purchase agreement upon approval by the Albany Parking Authority.