

“The only question I have right now is, what is the cut-off date for questions.”

All prospective proponents are required to submit any questions regarding the RFP no later than November 9, 2020, to allow time for answers and/or any required addendum to be posted.

“Upon review of the services to be provided and the indemnification requirements in the RFP, Bidder is unclear on which provision of the Georgia statutes MPC is relying upon and seeks clarification. Is the MPC RFP indemnification language intending to implement O.C.G.A. §13-8-2 (b) or O.C.G.A. §13-8-2 (c)?”

Section K, Indemnity is stricken in its entirety and replaced as follows:

**Section K Indemnity:**

The successful Firm agrees, by entering into a contract, to indemnify and hold the MPC, its agents, servants, employees, officers, directors and elected officials harmless from any and all claims, liability, losses and causes of action arising from or under the contract to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the successful Firm or other persons employed or utilized by the successful firm in the performance of the contract.

The successful firm hereby agrees to indemnify, hold free and harmless the MPC, its agents, servants, employees, officers, directors and elected officials against any loss or expense including attorneys’ fees, by reason of any liability imposed by law upon the MPC, except in cases of the MPC’s sole gross negligence, for damage because of bodily injury, including death at any time during the term of the contract sustained by any person or persons. on or account of damage to property arising out of or in the work performed under the contract, but only to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the successful Firm or other persons employed or utilized by the successful Firm in the performance of the contract. It is further understood and agreed that the successful firm shall bear all costs and expenses, including expenses of counsel, in any suit or legal action arising under the contract, but only to the extent those costs and expenses have been caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the successful Firm or other persons employed or utilized by the successful Firm in the performance of the contract.

“For proposal requirements, Section 5, is a fax number required or can this be omitted if n/a?”

If a reference does not have a fax number, it is acceptable to omit it, but please indicate clearly by stating “no fax number available.”