

Addendum #1

RFP Name: Town of Union Bridge Municipal Development Oversight and Inspection Master Services Agreement

Addendum Issue Date: Friday, October 23, 2026

Proposals Due: Friday, November 6, 2026 – by 2:00 p.m.

Notice to All Bidders: This addendum forms a part of the Request for Proposals and modifies or clarifies the original solicitation. Bidders must acknowledge receipt of this addendum in their proposal submittal. Failure to do so may deem the proposal non-responsive.

Section 1: Official Questions and Responses

The following questions were submitted by prospective vendors prior to the inquiry cutoff date. The answers provided below are official clarifications and take precedence over previous statements.

Question #	RFP Section Reference	RFP Page #	Vendor Question	Issuer Response
Q1	Section 6: Insurance Requirements	Page #6	The Insurance Requirements clause does not state minimum coverage amounts for general liability or professional liability/errors and omissions. Are there any required minimum limits?	Contractor shall produce certification of general liability insurance coverage, by an insurer satisfactory to the Town, in an amount no less than Two Million Dollars (\$2,000,000.00) aggregate and One Million Dollars (\$1,000,000.00) per occurrence, and professional liability insurance coverage of One Million Dollars (\$1,000,000.00) (a 'claims made'

				policy shall require insurance for subsequent years) naming the Town as an additional insured thereunder; and workmen's compensation insurance in amounts satisfactory to the Town. The insurance covered by these certifications shall not be cancelled or materially altered, except after ten (10) days' written notice has been received by the Town.
Q2	Section 4: Submission Requirements	Page 4	Are there page limits, font, or formatting specifications for the Technical and Cost proposals beyond the dual-envelope structure?	There are no required page limits, font or formatting specifications.
Q3	Section 4: Submission Requirements	Page 4	How many copies (original/paper/electronic) of each envelope must be submitted?	Please provide 4 copies of each Technical and Cost proposal sets.
Q4	Section 6: Public Safeguards & Special Terms	N/A	Is there a term duration for this contract?	Term duration will be for a base term of three years, with an option for two renewable one-year terms. The Town may, at its sole discretion, extend this Agreement for up to two (2) successive one-year option periods. To exercise an option, the Town must obtain Town Council approval, then provide the Consultant written notice of the extension at least sixty (60) calendar days before the expiration of the then-current term. Any approved rate adjustment for an option period must be outlined in a written amendment approved by the Town Council

				before that option period begins. If the Town does not timely exercise an option, the Agreement shall expire at the end of the then-current term.
Q5	Section 6: Public Safeguards & Special Terms	N/A	Will rates be subject to potential annual adjustments? If so, are there any procedures, limitations, or guidelines in submitting for a proposed rate increases?	Rates submitted during the base term shall be firm. If the Town exercises either one-year option, the Contractor may request a rate adjustment for that option by submitting a written request and supporting documentation at least sixty (60) days before the current term expires. All adjustments to the rates after the base term require approval from the Town Council with written contract amendment before the option year begins. No automatic adjustment.
Q6	Section 6: Public Safeguards & Special Terms	Page 7	The indemnification clause in the RFP appears more suitable for a construction contract. Would the language of this clause be open to negotiation with the awarded proposer?	Revised Indemnification Clause: "The Contractor shall indemnify, defend, and hold harmless the Town and its agents and/or employees from and against any claims, injury, losses, administrative violations, penalties or fines, expenses, or other damages, including but not limited to attorney's fees, arising directly or indirectly from Contractor's negligence or intentional misconduct under the executed service agreement." If further clarifications are needed, the Town is willing to discuss with the selected firm.

Q7	Section 6: Public Safeguards & Special Terms	Pages 5 & 7	There appear to be two termination clauses listed in the bid document. Which one is correct?	The following "Termination for Convenience" clause is correct: "Should the bidder be awarded a contract, notwithstanding any other provision of this Agreement or other document to the contrary, either party may terminate the agreement by giving immediate written notice stating when the termination shall become effective and the reason for the termination. The Town of Union Bridge reserves the right to reduce or terminate this contract should funding be withdrawn or rescinded."
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Section 3: Bidder Acknowledgment

- **Company Name:** _____
- **Authorized Representative Name:** _____
- **Signature:** _____
- **Date:** _____

Note: Submit this signed page with your final proposal package.