



1112 Manatee Ave. West  
Bradenton, FL 34205  
purchasing@mymanatee.org

## Solicitation Addendum

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**Addendum No.:** 3  
**Solicitation No.:** 18-R068261AJ  
**Project No.:** N/A  
**Solicitation Title:** Emergency Management Sign Language Interpreting Consultant Services  
**Addendum Date:** Tuesday, March 6, 2018  
**Procurement Contact:** Abigail Jenkins, abigail.jenkins@mymanatee.org

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**RFO 18-R068261AJ EMERGENCY MANAGEMENT SIGN LANGUAGE INTERPRETING CONSULTANT SERVICES IS AMENDED AS SET FORTH HEREIN. RESPONSES TO QUESTIONS POSED BY PROSPECTIVE OFFERORS ARE PROVIDED BELOW. THIS ADDENDUM IS HEREBY INCORPORATED IN AND MADE A PART OF RFO 18-R068261AJ EMERGENCY MANAGEMENT SIGN LANGUAGE INTERPRETING CONSULTANT SERVICES.**

Change to:

### **NOTICE TO OFFERORS, DATE, TIME AND PLACE DUE**

The Due Date and Time for submission of Offers in response to this RFO is ~~March 7, 2018~~ March 9, 2018 at 3:00 P.M. ET. Offer must be delivered to the following location: Manatee County Administration Building 1112 Manatee Ave W., Suite 803, Bradenton, FL 34205 prior to the Due Date and Time

Change to:

### **SECTION A, ITEM A.01, OFFER DUE DATE**

The Due Date and Time for submission of Offers in response to this Request for Offers (RFO) is ~~March 7, 2018~~ **March 9, 2018 at 3:00 P.M. ET.** Offers must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Ave. W., Suite 803, Bradenton, FL 34205 prior to the Due Date and Time.

Change to:

**SECTION A, ITEM A.29, SOLICITATION SCHEDULE**

The following schedule has been established for this Solicitation process. Refer to the County's website ([www.mymanatee.org](http://www.mymanatee.org) > Online Services > *Bids & Offers*) for meeting locations and updated information pertaining to any revisions to this schedule.

Scheduled Item	Scheduled Date
Question and Clarification Deadline	February 15, 2018
Final Addendum Posted	February 23, 2018
Offer Response Due Date and Time	<del>March 7, 2018</del> March 9, 2018, no later than 3:00 P.M.
Evaluation Completed	March 30, 2018
Projected Awarded	April 2018

Add:

**ATTACHMENT D, INSURANCE AND BOND REQUIREMENTS**

Attachment D, Insurance and Bonding Requirements is hereby incorporated into the Request for Offers and made a part hereof. Offeror must provide a completed and executed Attachment D with its offer, as required in SECTION C, PROPOSAL RESPONSE, C. TAB 3, FORMS.

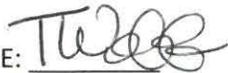
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NOTE: Items that are ~~struck through~~ are deleted. Items that are underlined have been added or changed. All other terms and conditions remain as stated in the <solicitation type>.

**End of Addendum**

**INSTRUCTIONS:**

Receipt of this addendum must be acknowledged as instructed in the solicitation document. Failure to acknowledge receipt of this Addendum may result in the response being deemed non-responsive.

AUTHORIZED FOR RELEASE: 

**ATTACHMENT D  
INSURANCE AND BOND REQUIREMENTS  
SOLICITATION NO. 18-R068261AJ**

Work under the resulting Agreement cannot commence until all insurance coverages indicated herein have been obtained. The cost for insurance coverages is the sole responsibility of successful Proposer. The Successful Proposer shall obtain and submit to the Procurement Division within ten (10) calendar days from the date of notice of intent to award, proof the following minimum amounts of insurance on a standard ACORD form (inclusive of any amounts provided by an umbrella or excess policy):

STANDARD INSURANCES	REQUIRED LIMITS
<p>1. <input checked="" type="checkbox"/> <b>Automobile Liability:</b></p>	<p>Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles.            \$ <u>1,000,000</u> combined single limit; OR            \$ <u>500,000</u> bodily injury and \$ <u>500,000</u> property damage.            \$10,000 Personal Injury Protection (No Fault)            \$ <u>1,000,000</u> Hired, Non-Owned Liability            \$10,000 Medical Payments.  <i>This policy shall contain severability of interests' provisions.</i></p>
<p>2. <input checked="" type="checkbox"/> <b>Commercial General Liability:</b>  <b>(Per Occurrence form only;            claims-made form is not            acceptable)</b></p>	<p>Coverage shall be afforded under a per occurrence policy form.            \$ <u>1,000,000</u> single limit per occurrence;            \$ <u>2,000,000</u> aggregate            \$ <u>1,000,000</u> Products/Completed Operations Aggregate            \$ <u>1,000,000</u> Personal and Advertising Injury Liability            \$ <u>100,000</u> Fire Damage Liability            \$ <u>100,000</u> Medical Expense, and            \$ <u>1,000,000</u>, Third Party Property Damage.            \$ _____ Project Specific Aggregate (Required on projects valued at over \$10,000,000)  <i>This policy shall contain severability of interests' provisions.</i></p>
<p>3. <input checked="" type="checkbox"/> <b>Employer's Liability</b></p>	<p>\$<u>100,000</u> each accident            \$<u>500,000</u> disease each employee            \$<u>100,000</u> disease policy limit</p>
<p>4. <input checked="" type="checkbox"/> <b>Worker's Compensation</b>  <input type="checkbox"/> <b>US Longshoremen &amp; Harbor            Workers Act coverage</b>  <input type="checkbox"/> <b>Jones Act coverage</b></p>	<p>Statutory Limits of Chapter 440, Florida Statutes, and all Federal Government Statutory Limits &amp; Requirements.            If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen &amp; Harbor</p>

	<p>Workers Act and Jones Act.</p> <p><u>Note:</u> Should 'leased employees' be retained for any part of the project or service, the employee leasing agency shall provide evidence of workers' compensation coverage and employee liability coverage for all personnel on the worksite and in compliance with the above requirements.</p> <p><u>Note:</u> Workers' compensation coverage is a firm requirement. Elective exemptions are considered on a case-by-case basis and are approved in a very limited number of instances.</p>
<b>OTHER INSURANCES</b>	<b>REQUIRED LIMITS</b>
5. <input type="checkbox"/> Aircraft Liability	<p>\$ _____ single limit, per occurrence</p> <p>Coverage shall be carried in limits of not less than \$2,000,000 each occurrence and \$4,000,000 aggregate if applicable to the completion of the services under this Agreement.</p>
6. <input type="checkbox"/> Installation Floater	<p>If the resulting Agreement <b>does not</b> include construction of, or additions to, above ground building or structures, but does involve the installation of machinery or equipment, Successful Proposer shall provide an "<b>Installation Floater</b>" with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s).</p>
7. <input type="checkbox"/> Pollution Liability	<p>\$ _____ per occurrence</p>
8. <input checked="" type="checkbox"/> Professional Liability and/or Errors and Omissions (E&O) Liability	<p>Professional (E&amp;O) Liability shall be afforded for the Bodily Injury and Property Damage for not less than <u>\$1,000,000</u> Each Claim, <u>\$1,000,000</u> Policy Aggregate.</p>
9. <input type="checkbox"/> Builder's Risk Insurance	<p>When this contract or agreement includes the construction of roadways and/or the addition of a permanent structure or building, including the installation of machinery and/or equipment, the following insurance coverage must be afforded:</p> <p>Coverage Form: Completed Value, All Risk (Roadways/Buildings and Machinery/Equipment) in an amount equal to 100% of the value upon completion or the value of the equipment to be</p>

	<p>installed.</p> <p>Coverage should include, but not be limited to, storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project, theft coverage, and Waiver of Occupancy Clause Endorsement, where applicable.</p> <p>The policy shall not carry a self-insured retention/deductible greater than \$<u>10,000</u>.</p>
<p>10. <input type="checkbox"/> <b>Cyber Liability</b></p>	<p>Coverage must comply with Florida Statute 501.171 and must be afforded under a per occurrence policy form for limits not less than</p> <p>\$____ Security Breach Liability        \$____ Security Breach Expense (each occurrence)        \$____ Security Breach Expense (aggregate)        \$____ Replacement or Restoration of Electronic Data        \$____ Extortion Threats        \$____ Business Income and Extra Expense        \$____ Public Relations Expense</p> <p>The policy must not carry a self-insured retention/deductible greater than \$____.</p>
<p>11. <input type="checkbox"/> <b>Hazardous Materials Insurances (as noted)</b></p>	<p>Hazardous materials include all materials and substances that are currently designated or defined as hazardous by Florida or Federal law or rules of regulations.</p> <p><input type="checkbox"/> <b>Pollution Liability</b>        Coverage must be afforded under a per occurrence policy form for limits not less than the value of the contract, subject to a \$____ minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.</p> <p><input type="checkbox"/> <b>Asbestos Liability (If handling within scope of Contract)</b>        Coverage must be afforded under a per occurrence policy form for limits not less than the value of the contract, subject to a \$____ minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.</p> <p><input type="checkbox"/> <b>Disposal</b>        Coverage must be afforded under a per occurrence policy form for limits not less than the value of the contract, subject to a \$____ minimum, for Liability for Sudden and Accidental</p>

	<p>Occurrences, each claim and an aggregate and not less than the value of the contract, subject to a \$_____ minimum, for Liability for Non-Sudden Occurrences, each claim and aggregate.</p> <p><input type="checkbox"/> <b>Hazardous Waste Transportation Insurance</b>  Coverage must be afforded under a per occurrence policy form for limits not less than the value of the contract, subject to a \$_____ minimum, per accident.  The Successful Proposer shall designate the hauler and have the hauler furnish a Certificate of Insurance for Automobile Liability Insurance with Endorsement MCS-90 for liability arising out of the transportation of hazardous materials.  The Successful Proposer must also provide the EPA Identification Number.</p>
<p>12. <input type="checkbox"/> <b>Liquor Liability</b></p>	<p>Coverage must be afforded under a per occurrence policy form for limits not less than \$_____ Each Occurrence and Aggregate.</p>
<p>13. <input type="checkbox"/> <b>Garage Keeper's Liability</b></p>	<p>Coverage shall be required if the maintenance, servicing, cleaning or repairing of any County motor vehicles is inherent or implied within the provision of the contract.  Coverage must be afforded under a per occurrence policy form for limits not less than equal to the full replacement value of the lot or garage</p>
<p>14. <input type="checkbox"/> <b>Bailee's Customer</b></p>	<p>Coverage must be afforded under a per occurrence policy form for limits not less than equal to the full replacement value of the lot or garage.</p>
<p>15. <input type="checkbox"/> <b>Watercraft</b></p>	<p>\$_____ per occurrence</p>
<p>16. <input type="checkbox"/> <b>Bid Bond</b></p>	<p>A Bid Bond in the amount of \$_____ or _____% of the total offer. Bid bond shall be submitted with the sealed response and shall include project name, location, and / or address and project number.</p> <p>In lieu of the bond, the bidder may file an alternative form of security in the amount of \$_____ or _____% of the total offer. in the form of</p>

	<p>a money order, a certified check, a cashier's check, or an irrevocable letter of credit issued to Manatee County.</p> <p>NOTE: A construction project over \$200,000 requires a Bid Bond in the amount of 5% of the total bid offer.</p>
<p>17. <input type="checkbox"/> <b>Payment and Performance Bond</b></p>	<p>A Payment and Performance Bond shall be submitted by Successful Bidder for 100% of the award amount and shall be presented to Manatee County within ten (10) calendar days of issuance of the notice of intent to award.</p> <p>NOTE: A construction project over \$200,000 requires a Payment and Performance Bond.</p>

## INSURANCE REQUIREMENTS

### I. THE POLICIES BELOW ARE TO CONTAIN, OR BE ENDORSED TO CONTAIN, THE FOLLOWING PROVISIONS:

#### 1. Commercial General Liability and Automobile Liability Coverages

- a. **“Manatee County, a Political Subdivision of the State of Florida,” is to be named as an Additional Insured in respect to:** Liability arising out of activities performed by or on behalf of the Successful Proposer, his agents, representatives, and employees; products and completed operations of the Successful Proposer; or automobiles owned, leased, hired or borrowed by the Successful Proposer. The coverage shall contain no special limitation(s) on the scope of protection afforded to the County, its officials, employees or volunteers.

In addition to furnishing a Certificate of Insurance, the Successful Proposer shall provide the endorsement that evidences Manatee County being listed as an Additional Insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists “Manatee County, a Political Subdivision of the State of Florida,” as Additional Insured; or, (2) an endorsement can be issued that states that all Certificate Holders are Additional Insured with respect to the policy.

- b. The Successful Proposer's insurance coverage shall be primary insurance with respect to the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Successful Proposer's insurance and shall be non-contributory.
- c. The insurance policies must be on an occurrence form.

#### 2. Workers' Compensation and Employers' Liability Coverages

The insurer shall agree to waive all rights of subrogation against the County, its officials, employees and volunteers for losses arising from work performed by the Successful Proposer for the County.

### II. GENERAL INSURANCE PROVISIONS APPLICABLE TO ALL POLICIES:

1. Prior to the execution of contract, or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this contract remains in effect, Successful Proposer shall furnish the County with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or contract number, and title or description) evidencing the coverage set forth above and naming “Manatee County, a Political Subdivision of the State of Florida” as an Additional Insured on the applicable coverage(s) set forth above.
2. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) that the aggregate limit has not been eroded to procurement representative when supplying Certificate of Insurance.

In addition, when requested in writing from the County, Successful Proposer will provide the County with a certified copy of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

**Manatee County, a Political Subdivision of the State of Florida**  
**Attn: Risk Management Division**  
**1112 Manatee Avenue West, Suite 969**  
**Bradenton, FL 34205**

3. The project's solicitation number and title shall be listed on each certificate.
  4. Successful Proposer shall provide thirty (30) days written notice to the Risk Manager of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.
  5. Successful Proposer agrees that should at any time Successful Proposer fail to meet or maintain the required insurance coverage(s) as set forth herein, the County may terminate this contract.
  6. The Successful Proposer waives all subrogation rights against Manatee County, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
  7. The Successful Proposer has sole responsibility for all insurance premiums and policy deductibles.
  8. It is the Successful Proposer's responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. Successful Proposer shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or Successful Proposer shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all of the requirements set forth to the procurement representative.
  9. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the County has the right to review the Successful Proposer's deductible or self-insured retention and to require that it be reduced or eliminated.
- III. Successful Proposer understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the County, or to others, and the County's failure to request evidence of this insurance coverage shall not be construed as a waiver of Successful Proposer's obligation to provide and maintain the insurance coverage specified.

- IV. The enclosed Hold Harmless Agreement shall be signed by the Successful Proposer and shall become a part of the contract.
- V. Successful Proposer understands and agrees that the County does not waive its immunity and nothing herein shall be interpreted as a waiver of the County's rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the County expressly reserves these rights to the full extent allowed by law.
- VI. No award shall be made until the Procurement Division has received the Certificate of Insurance and Hold Harmless Agreement in accordance with this section.

[Remainder of page intentionally left blank]

**INSURANCE STATEMENT**

**THE UNDERSIGNED** has read and understands the aforementioned insurance requirements applicable to any contract resulting from this solicitation and shall provide the insurances required by this Attachment within ten (10) days from the date of Notice of Intent to Award.

Proposer Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature  
(Authorized  
Official): \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_

Insurance Agency: \_\_\_\_\_

Agent Name: \_\_\_\_\_ Agent Phone: \_\_\_\_\_

***Return this signed statement with your bid or proposal.***