



## Solicitation Addendum

<b>Addendum No.:</b>	6
<b>Solicitation No.:</b>	18-R068859AJ
<b>Solicitation Title:</b>	Correctional Health Care Services
<b>Addendum Date:</b>	July 20, 2018
<b>Procurement Contact:</b>	Abigail Jenkins

**RFP 18-R068859AJ IS AMENDED AS SET FORTH HEREIN. RESPONSES TO QUESTIONS POSED BY PROSPECTIVE PROPOSERS ARE PROVIDED BELOW. THIS ADDENDUM IS HEREBY INCORPORATED IN AND MADE A PART OF RFP 18-R068859AJ.**

**ADD:**

**EXHIBIT 11 PROVIDER LIST**

The attached Exhibit 12, Provider List, is hereby incorporated into this RFP.

**REPLACE:**

**SECTION A, INSTRUCTION TO PROPOSER, PAGE 23, ATTACHMENT D INSURANCE AND BONDING REQUIREMENTS**

Replace the Insurance and Bonding Requirements in the RFP with the updated Attachment D Insurance and Bonding Requirements.

**CHANGE TO:**

**SECTION A INSTRUCTIONS TO PROPOSER, A.34 SOLICITATIONS SCHEDULE, SCHEDULE ITEM, FINAL ADDENDUM**

Due to the large number of clarification questions received the final addendum will be posted by close of business July 23, 2018.

SCHEDULE ITEM	SCHEDULED DATE
FINAL ADDENDUM POSTED	JULY 9, 2018
FINAL ADDENDUM POSTED	JULY 23, 2018

**QUESTIONS AND RESPONSES:**

**Q1. How many inmates are currently receiving mental health services?**

R1. Refer to Exhibit 9, Monthly Health Services Reports, incorporated into the RFP per Addendum No. 5.

**Q2. Are any mental health services provided by a community services board (CSB) or private provider, other than those addressed in the RFP? If so, please identify the mental health services, personnel, and hours provided by the CSB/private provider. Will the County continue to use a CSB/private provider of mental health services in addition to those to be provided by the new Contractor?**

R2. No.

**Q3. Who is financially responsible for psychiatric emergencies and/or psychiatric hospitalizations—the Contractor or the County?**

R3. The determination of service is solely at the discretion of the Proposer and the cost of service will be included as part of the negotiation process with the awarded Proposer.

**Q4. Please identify the hospital used for mental health inpatient referrals.**

R4. Centerstone Hospital.

**Q5. What are the requirements for mental health training for facility staff?**

R5. Health educational programs for inmates designed to raise the level of Inmate health needs, conducted annually or as requested by Correctional Officers.

**Q6. Number of completed suicides in the past two (2) years**

R6. Zero completed suicides in the past 2 years.

**Q7. Number of episodes of suicide watch per month in the past two (2) years**

R7. Refer to R6.

**Q8. Number of self-injurious events in the past two (2) years**

R8. 2016- 3, 2017-6.

**Q9. Number of psychiatric hospitalizations in the past two (2) years**

R9. 2016 -0, 2017- 1, 2018 -1.

**Q10. Number of psychiatric inpatient hospital days in the past two (2) years**

R10. Two (2).

**Q11. Total cost of psychiatric inpatient hospitalizations for each of the past two (2) years**

R11. This information shall be provided to the successful proposer.

**Q12. Number of episodes of restraint per month in the past two (2) years**

R12. This information is not available.

**Q13. Number in restrictive housing in the past two (2) years**

R13. This information is not available.

**Q14. Number of forced psychotropic medication events in the past two (2) years.**

R14. 2015-112, 2016-118, 2018-88.

**Q15. Number of mental health requests in the past two (2) years**

R15. Refer to R1.

**Q16. Number of inmates on psychotropic medications per month?**

R16. 1800 total, 72 average monthly.

**Q17. Number of Psychiatrist visits per month?**

R17. Refer to R1

**Q18. Number of Mental Health Professional visits per month?**

R18. Refer to R1

**Q19. Number of mental health grievances per month?**

R19. Refer to R1

**Q20. Number of episodes of seclusions per month?**

R20. This information is not available

**Q21. Please identify the following current providers:**

- Pharmacy
- Laboratory
- Mobile X-ray services
- Ambulance service(s)

R21. See Exhibit 12 Provider List incorporated into the RFP per this Addendum 6.

**Q22. Please provide a list of all medical and dental equipment that will be available to the new Contractor, including the model, age, and condition. Please provide a list of all office/computer equipment that will be available to the new Contractor (e.g., computers, printers, fax machine, copier, etc.), including the model, age, and condition.**

How many AEDs are on site?

Who is responsible for maintaining the AEDs—the Contractor or the County?

R22. Refer to Exhibit 7 Equipment and Inventory List, incorporated into the RFP per Addendum No. 5.

**Q23. What is the Facility's policy regarding the cost of care for pre-existing conditions?**

R23. Refer to R3.

**Q24. Will the County consider the use of telemedicine services?**

R24. Yes.

**Q25. What telemedicine services are currently provided?**

R25. None.

**Q26. Please identify and provide contact information for the following individuals:**

- Medical Director
- Mid-level Practitioner
- Psychiatrist
- Dentist

**Q26.** Proposer responsible for identifying and providing professional staffing requirements to meet the RFP as outlined in the Exhibit 1 Scope of Service.

**Q27. Please identify the local hospital(s) utilized for emergencies and inpatient stays.**

R27. Refer to R107 in Addendum 5.

**Q28. Please provide a list of currently utilized off-site specialty providers and outpatient providers.**

R28. Refer to R21.

**Q29. Are any specialty consults provided at the hospital? If so, which one(s)?**

R29. This information was not available.

**Q30. Are there currently any specialty clinics being conducted on site? If so, please identify: Provider name and contact information and frequency of clinic?**

R30. Proposer may provide details on any specialty clinics being proposed to the County.

**Q31. During the past two (2) years, how many inmates required dialysis?**

R31. Eight (8).

**Q32. How many inmates are currently dialysis patients?**

R32. None.

**Q33. Are dialysis services provided on site or off site?**

R33. Both, this is available onsite and offsite.

**Q34. Please identify the on-site and/or off-site dialysis provider.**

R34. Refer to R21.

**Q35. How much has been spent annually on dialysis over the past two (2) years?**

R35. This information shall be provided to the awarded Proposer.

**Q36. Which discipline/credential conducts the intake/receiving screening (e.g., RN, LPN, EMT, Correctional Officer)? If this is a medical post, is it staffed 24/7?**

R36. A member of the jail medical provider conducts intake/receiving screening activities. Proposer shall provide the detail of how they propose to staff this position per the requirements of the RFP Exhibit 1 Scope of Services Section 1.07 Discharge / Intake.

**Q37. How many intakes are conducted on average per day, per month, and per year?**

R37. Refer to R1.

**Q38. Which discipline/credential conducts the 14-day health assessment (e.g., RN, Mid-Level Practitioner, Physician)?**

R38. Registered Nurse (RN) and Certified Correctional Health Professional (CCHP).

**Q39. When are PPDs implanted—during intake or during the 14-day health assessment?**

R39. Proposer shall provide the details of the proposed process per the requirements outlined in the RFP.

**Q40. Are PPDs implanted on all inmates or only as medically indicated?**

R40. Refer to R39.

**Q41. Does the Facility have an infirmary in accordance with NCCHC standards, or is it a Medical Observation Unit?**

R41. Yes, Infirmary.

**Q42. How many med passes are conducted daily? Which discipline(s) conducts med passes (e.g., CMT, LPN, RN, etc.)?**

R42. Two (2) up to four (4) conducted by an LPN or RN but this is at the discretion of the Proposer.

**Q43. How many med carts are utilized per med pass? How long does the average med pass take to complete?**

R43. 4 med carts are utilized.

**Q44. Which discipline conducts Nurse Sick Call—RN or LPN?**

R44. Both, however this is at the discretion of the Proposer.

**Q45. How many days per week is Nurse Sick Call conducted?**

R45. This is at the discretion of the Proposer.

**Q46. Is there a Keep-on-Person (KOP) policy at the Facility?**

R46. Refer to Q156 in Addendum 5.

**Q47. What is the Facility's policy on providing medication to inmates upon discharge?**

R47. Facility does not have a policy; this is at the discretion of the Proposer.

**Q48. Does the County wish to implement an EMR system?**

R48. Yes.

**Q49. Please identify the Facility's Jail Management System (JMS).**

R49. I/Leads Intergraph.

**Q50. Will the Facility's IT infrastructure support EMR installation, or will additional cabling and drops be required?**

R50. Refer to Q43 and 45 in Addendum 5.

**Q51. Who will be responsible for additional cables/drops, if required—the County or the Contractor?**

R51. See response to question R43 and R44.

**Q52. Will internet connectivity be available to the Contractor?**

R52. Yes.

**Q53. Does the Facility currently have wireless capability?**

R53. Yes.

**Q54. Pharmacy Statistics: Please provide the following information for the past two (2) years:**

**Number of inmates on psychotropic medication(s) per month**

R54. Refer to R175 Addendum 5.

**Q55. Number of inmates on HIV/AIDS medication(s) per month**

R55. Refer to R175 Addendum 5.

**Q56. Number of inmates on Hepatitis medication(s) per month**

R56. Refer to R175 Addendum 5.

**Q57. Number of inmates with diabetes?**

R57. Refer to R1.

**Q58. On-site Service Statistics: Please provide statistical data for the past three (3) years by facility regarding on-site services, including but not limited to:**

- Intakes;
- Nurse Sick Call, Mid-level Sick Call, Physician Sick Call;
- Inmate physicals;
- Number of inmates evaluated by the psychiatric provider;
- Number of chronic care visits by type;
- Number of on-site clinic visits by type (e.g., OB/GYN, orthopedics, ophthalmology, cardiology, etc.);
- Labs;
- X-rays;
- Telemedicine encounters by specialty;

R58. Refer to R1.

**Q59. Off-site Service Statistics: Please provide statistical data for the past three (3) years by facility regarding off-site services, including but not limited to:**

- Total number of ER visits by facility;
- Number of ER visits that resulted in inpatient admissions;
- Number of ambulance transfers by facility;
- Number of non-ambulance transfers;
- Number of 911 transfers;
- Number of Life Flight/helicopter transfers;
- Number of inpatient admissions;
- Number of inpatient days;
- Average length of hospital stays;
- Number of outpatient visits by provider type;
- Number of one-day surgeries by type;
- Number of off-site radiology exams by type (e.g., CT scan, MRI, etc.)

R59. See the attached HRS Reports.

**Q60. Expenses: Please provide the following information for the past two (2) years:**

- Total pharmacy costs;
- Total psychotropic medication costs;
- Total HIV/AIDS medication costs;
- Total ER visit costs;

- Total inpatient hospitalization stays costs;
- Total off-site specialist visit costs;
- Total off-site, one-day surgery costs;
- Total pre-booking hospital costs;
- Total ambulance service costs;

R60. This information shall be provided to the awarded Proposer.

**Q61. Is methadone provided to any patients other than pregnant females?**

R61. No.

**Q62. Is methadone provided on site or off site?**

R62. Offsite.

**Q63. Who is the local methadone provider?**

R63. Operation PAR.

**Q64. Would the County consider a claims-made policy that is equivalent to the occurrence-based coverage requirements and includes a one-year tail? (It is not industry standard to obtain an occurrence-based policy; in fact, in almost all markets, it cannot be done.)**

R64. County is willing to explore options to manage care costs.

**Q65. Has the current Contractor been assessed any penalties in the past two (2) years? If so, please identify the penalty type and amount for each of the past two (2) years.**

R65. Staffing penalties, (2016 - \$15,988.64), (2017 - \$13,065.84)

**Q66. Will there be an opportunity to ask additional questions?**

R66. No, the Requests for Clarification deadline was July 2, 2018. No further questions shall be considered.

**Q67. Exhibit 1, Scope of Service, pg. 37, 1.03.K – Onsite specimen collection for court orders – Would the vendor be responsible to provide victim notification of the testing results?**

R67. No.

**Q68. How many of these court ordered specimens were collected in the last three years?**

R68. This information is not currently tracked.

**Q69. Exhibit 1, Scope of Service, pg. 37, 1.03.L – Is the expectation to provide all clinician types listed even though the multiple licensures can perform the same clinical duties? (MD, DO, PA, ARNP)**

R69. No.

**Q70. Exhibit 1, Scope of Service, pg. 37, 1.03.N – Is the Medical Director required to be Board Certified? Would the County consider a provider who is Board Eligible?**

R70. Refer to RFP document. The County may consider alternative options on a case by case basis, as appropriate by State of Florida and Accreditation Standards.

**Q71. Exhibit 2, Section 2.02 F, Page 39, 1.06.A and page 46, Exhibit 2, Section 2.02 F. Tab 6, item 6.a. viii require providing a licensed, certified pharmacist to the institutions in accordance with the Department of Professional Regulation, Board of Pharmacy Rule 64816-27.400 Florida**

**Administrative Code {Practice of Pharmacy}. Please clarify "licensed, certified pharmacist" as Board of Pharmacy Rule 64B16-27.400 FAC (Practice of Pharmacy) highlights are specifically reserved to a licensed pharmacist or a duly registered intern in this state acting under the direct and immediate personal supervision of a licensed pharmacist. The following subjects come solely within the purview of the licensed pharmacist.**

- A licensed pharmacist or pharmacy intern must:
- Supervise and be responsible for the controlled substance inventory;
- Receive verbal prescriptions from a licensed practitioner;
- Interpret and identify prescription contents;
- Engage in consultation with a practitioner regarding interpretation of the prescription and data in a patient profile;
- Engage in professional communication with licensed practitioners, nurses or other health professionals;
- Advise or consult with a patient, both as to the prescription and the patient profile record;
- Certify the finished prescription.

R71. Refer to R26 in Addendum 5.

**Q72. The current institutional pharmacy licensure "Modified 2b Permit" requires a Consultant Pharmacist in accordance with Section 465.0125, F.S. and Rule 64B16-26.300, Florida Administrative Code to oversee institutional requirements per FL Rules and Regulations. Is the County requesting a licensed pharmacist onsite for dispensing per Board of Pharmacy 64B16-27.400 FAC (Pharmacy Practice)?**

R72. Refer to R26, in Addendum 5.

**Q73. Exhibit 2, pg. 47, Section 2.02.G. Tab 7 – Capacity. Item 3.a.f. Please define role/responsibilities of "Certified Pharmacist" and is this equivalent to a licensed "Consultant Pharmacist" per Florida Board of Pharmacy Section 465.0125, F.S. and Rule 64B16-26.300, Florida Administrative Code?**

R73. Refer to Q26 in Addendum 5.

**Q74. Exhibit 2, Proposer Response, pg. 51, Item 1 (b) requests an aggregate cost for illness or injury affecting more than one inmate for hospitalization or medical treatment. Does this mean an annual aggregate limit for all off-site costs or a single incident that affects multiple individuals?**

R74. Both options may be considered.

**Q75. Exhibit 2, Proposer Response, pg. 52. The description is unclear whether the County would like a summary of pharmaceuticals, medical supplies, ancillary services, emergency transports, outside medical services, malpractice insurance, administrative costs, federal, state and local taxes and licenses by line item or, if such costs are to be allocated to the listed positions. Please clarify how the County would like the cost proposal to be submitted**

R75. Proposer shall provide a detailed cost proposal incorporating a full detailed breakdown of all associated costs.

**Q76. Please confirm the limits for Professional Liability Insurance are \$1 million per occurrence and \$3 million aggregate.**

R76. See Replacement Attachment D Insurance and Bonding Requirements, incorporated into this RFP Addendum 6.

**Q77. Are medical services provided to any juvenile offenders? If so, where are these services provided and during what hours?**

R77. Yes, Manatee County is responsible for medically necessary care.

**Q78. How many blood factor patients have been into the facility over the past 36 months? How long did the patient(s) stay at the jail? How much has been spent on blood factors over the past 36 months?**

R78. Zero.

**Q79. What is the average number of inmates receiving pharmaceutical treatment for HIV meds each month?**

R79. Refer to R1.

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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 RFP.

**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:



## **Jail Medical Service Providers List**

- 1. ARMOR Correctional Health Services, Inc.**  
Contact: Nagui Zarifa 305-760-8640  
Address: 4960 S.W. 72<sup>nd</sup> Ave. Suite 400, Miami, FL 33155  
Phone: 305-662-8522- Toll Free 866-979-8585  
Fax: 305-662-8522
- 2. Correct Care Solutions**  
Address: Home Office/ 1283 Murfreesboro Rd., Suite 500, Nashville, TN, 37217  
Address: Florida Regional Office/ 800 Fairway Dr., Suite 490, Deerfield Beach, FL 33441  
Phone: Home Office 800-592-2974      Florida 944-552-4814
- 3. Correctional Medical Care**  
Address: 980 Harvest Dr., Suite 202, Blue Bell, PA, 19422  
Phone: Toll Free 888-225-8860    215-542-5800  
Fax: 215-542-5880
- 4. CORIZON Health**  
Address: 103 Powell Court, Brentwood, TN, 37027  
Phone: 800-729-0069
- 5. MHM Services, Inc.**  
Address: 1593 Spring Hill Road, Suite 600, Vienna, VA 22182  
Phone: 800-416-3649    800-356-3378    703-749-4600  
Fax: 703-749-4604
- 6. NaphCare**  
Address: 2090 Columbiana Road, Suite 4000, Birmingham, AL, 35216  
Phone: Toll Free 800-834-2420    or 800-771-0315    205-536-8400  
Fax: 205-536-8401
- 7. PrimeCare Medical, Inc.**  
Contact: Dan 800-245-7277 ext. 1113  
Address: 3940 Locust Lane, Harrisburg, PA, 17109-4023  
Phone: 800-245-7277    717-545-5787  
Fax: 717-545-5787  
Email: [business@primecaremedical.com](mailto:business@primecaremedical.com)
- 8. Wexford Health Sources Incorporated**  
Address: 501 Holiday Drive, Foster Plaza Four, Pittsburgh, PA, 15220  
Phone: 888-633-6468    412-937-8590  
Fax: 412-937--8599  
Email: [info@wexfordhealth.com](mailto:info@wexfordhealth.com)

## Attachment D

### INSURANCE AND BOND REQUIREMENTS for CORRECTIONAL HEALTH CARE SOLICITATION NO. \_\_\_\_\_

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):

<u>STANDARD INSURANCES</u>	<u>REQUIRED LIMITS</u>
<p>1. <input checked="" type="checkbox"/> <b>Commercial General Liability Insurance:</b> <i>(Per Occurrence form only; claims-made form is not acceptable)</i></p>	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>• \$ <u>2,000,000</u> Single Limit Per Occurrence</li> <li>• \$ <u>4,000,000</u> Aggregate</li> <li>• \$ <u>2,000,000</u> Products/Completed Operations Aggregate</li> <li>• \$ <u>1,000,000</u> Personal and Advertising Injury Liability</li> <li>• \$ <u>100,000</u> Fire Damage Liability</li> <li>• \$ <u>10,000</u> Medical Expense, and</li> <li>• \$ <u>1,000,000</u>, Third Party Property Damage</li> </ul> <p><i>This policy shall contain severability of interests' provisions.</i></p>
<p>2. <input checked="" type="checkbox"/> <b>Automobile Liability Insurance:</b></p>	<p>Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles for bodily injury and property damage of not less than:</p> <ul style="list-style-type: none"> <li>• \$ <u>2,000,000</u> Combined Single Limit; OR</li> <li>• \$ <u>1,000,000</u> Bodily Injury and \$ <u>1,000,000</u> Property Damage</li> <li>• \$ <u>10,000</u> Personal Injury Protection (No Fault)</li> <li>• \$ <u>500,000</u> Hired, Non-Owned Liability</li> <li>• \$ <u>10,000</u> Medical Payments</li> </ul> <p><i>This policy shall contain severability of interests' provisions.</i></p>
<p>3. <input checked="" type="checkbox"/> <b>Employer's Liability Insurance</b></p>	<p>Coverage limits of not less than:</p> <ul style="list-style-type: none"> <li>• \$ <u>100,000</u> Bodily Injury by Accident {Each Accident}</li> <li>• \$ <u>100,000</u> Bodily Injury by Disease {Each Employee}</li> <li>• \$ <u>500,000</u> Bodily Injury by Disease {Policy Aggregate}</li> </ul>
<p>4. <input checked="" type="checkbox"/> <b>Worker's Compensation Insurance</b></p> <p><input type="checkbox"/> <b>US Longshoremen &amp; Harbor Workers Act Coverage</b></p>	<p>Coverage limits of not less than:</p> <ul style="list-style-type: none"> <li>• Statutory workers' compensation coverage shall apply for all employees in compliance with the laws and statutes of the State of Florida and the federal government.</li> <li>• If any operations are to be undertaken on or about navigable waters, coverage <u>must</u> be included for the US Longshoremen &amp; Harbor</li> </ul>

<input type="checkbox"/> <b>Jones Act Coverage</b>	<p>Workers Act and Jones, whether indicated or not by the County.</p> <p>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 Employer's Liability coverage for all personnel on the worksite and in compliance with the above Workers' Compensation requirements.</p> <p>NOTE: 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>
<p align="center"><b><u>OTHER INSURANCES</u></b></p>	<p align="center"><b><u>REQUIRED LIMITS</u></b></p>
<p>5. <input type="checkbox"/> <b>Aircraft Liability Insurance</b></p>	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>• \$ _____ Each Occurrence Property and Bodily Injury with no less than <u>\$100,000</u> per passenger each occurrence or a 'smooth' limit.</li> <li>• \$ _____ General Aggregate</li> </ul>
<p>6. <input type="checkbox"/> <b>Unmanned Aircraft Liability Insurance (Drone)</b></p>	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>• \$ _____ Each Occurrence Property and Bodily Injury; Coverage shall specifically include operation of Unmanned Aircraft Systems (UAS), including liability and property damage.</li> <li>• \$ _____ General Aggregate</li> </ul>
<p>7. <input type="checkbox"/> <b>Installation Floater Insurance</b></p>	<p>When the contract or 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, Installation Floater Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>• 100% of the completed value of such addition(s), building(s), or structure(s)</li> </ul>
<p>8. <input checked="" type="checkbox"/> <b>Professional Liability and/or Errors and Omissions (E&amp;O) Liability Insurances</b></p>	<p>Coverage shall be afforded under either an occurrence policy form or a claims-made policy form. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:</p> <ul style="list-style-type: none"> <li>• \$ <u>3,000,000</u> Bodily Injury and Property Damage Each Occurrence</li> <li>• \$ <u>3,000,000</u> General Aggregate</li> </ul>

<p>9. <input type="checkbox"/> <b>Builder’s Risk Insurance</b></p>	<p>When the 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, Builder’s Risk Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>• An amount equal to 100% of the completed value of the project, or the value of the equipment to be installed</li> <li>• The policy shall not carry a self-insured retention/deductible greater than \$10,000</li> </ul> <p>Coverage shall be for all risks and 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>10. <input type="checkbox"/> <b>Cyber Liability Insurance</b></p>	<p>Coverage shall comply with Florida Statute 501.171, shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>• \$ _____ Security Breach Liability</li> <li>• \$ _____ Security Breach Expense Each Occurrence</li> <li>• \$ _____ Security Breach Expense Aggregate</li> <li>• \$ _____ Replacement or Restoration of Electronic Data</li> <li>• \$ _____ Extortion Threats</li> <li>• \$ _____ Business Income and Extra Expense</li> <li>• \$ _____ Public Relations Expense</li> </ul> <p>NOTE: Policy must not carry a self-insured retention/deductible greater than <u>\$25,000</u>.</p>
<p>11. <input type="checkbox"/> <b>Hazardous Materials Insurance (As Noted)</b></p>	<p>Hazardous materials include all materials and substances that are currently designated or defined as hazardous by the law or rules of regulation by the State of Florida or federal government.</p> <p>All coverage shall be afforded under either an occurrence policy form or a claims-made policy form, and the policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:</p> <p><input type="checkbox"/> <b>Pollution Liability</b></p> <ul style="list-style-type: none"> <li>• Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.</li> </ul>

	<p><input type="checkbox"/> <b>Asbestos Liability (If handling within scope of Contract)</b></p> <ul style="list-style-type: none"> <li>• Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.</li> </ul> <p><input type="checkbox"/> <b>Disposal</b></p> <p>When applicable, Successful Proposer shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance covering liability.</p> <ul style="list-style-type: none"> <li>• Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, for Liability for Sudden and Accidental Occurrences, each claim and an aggregate.</li> <li>• Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, for Liability for Non-Sudden and Accidental Occurrences, each claim and an aggregate.</li> </ul>
<p><b>12. <input type="checkbox"/> Hazardous Waste Transportation Insurance</b></p>	<p>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. EPA identification number shall be provided.</p> <p>All coverage shall be afforded under either an occurrence policy form or a claims-made policy form and the policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:</p> <ul style="list-style-type: none"> <li>• Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, per accident.</li> </ul>
<p><b>13. <input type="checkbox"/> Liquor Liability Insurance</b></p>	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>• <u>\$1,000,000</u> Each Occurrence and Aggregate</li> </ul>

<p>14. <input type="checkbox"/> <b>Garage Keeper's Liability Insurance</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.</p> <p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>• Property and asset coverage in the full replacement value of the lot or garage.</li> </ul>
<p>15. <input type="checkbox"/> <b>Bailee's Customer Liability Insurance</b></p>	<p>Coverage shall be required for damage and/or destruction when County property is temporarily under the care or custody of a person or organization, including property that is on, or in transit to and from the person or organization's premises. Perils covered should include fire, lightning, theft, burglary, robbery, explosion, collision, flood, earthquake and damage or destruction during transportation by a carrier.</p> <p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>• Property and asset coverage in the full replacement value of the County asset(s) in the Successful Proposer's care, custody and control.</li> </ul>
<p>16. <input type="checkbox"/> <b>Hull and Watercraft Liability Insurance</b></p>	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>• \$ _____ Each Occurrence</li> <li>• \$ _____ General Aggregate</li> <li>• \$<u>10,000</u> Medical Expense, and</li> <li>• \$ _____ Third Party Property Damage</li> <li>• \$ _____ Project Specific Aggregate (Required on projects valued at over \$10,000,000)</li> </ul>
<p>17. <input checked="" type="checkbox"/> <b>Other (Please Specify)</b></p> <p><b>Property/Equipment Insurance</b></p>	<p>Coverage for personal property, equipment, and furnishings is recommended.</p> <p>Manatee County and/or Manatee County Sheriff's Office shall have no duty or responsibility to insure, replace, or protect personal property, equipment, or furnishings provided by, or paid for by, Successful Proposer.</p> <p>All risk of loss and insurance against such risks shall be the sole responsibility of Successful Proposer.</p>

**BOND REQUIREMENTS**

<p><b>18. <input type="checkbox"/> 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 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><b>19. <input type="checkbox"/> 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>

Approved by Risk:  Date: 07/19/2018

## 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, unless specifically noted otherwise.

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

**Manatee County, a Political Subdivision of the State of Florida**  
**Attn: Purchasing Division - Procurement**  
**1112 Manatee Avenue West**  
**Bradenton, FL 34205**

2. The project's solicitation number and title shall be listed on each Certificate of Insurance or policy.
  3. 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.
  4. Successful Proposer shall provide thirty (30) days written notice 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 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. 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.
- V. Manatee County and/or Manatee County Sheriff's Office reserve the right to modify or amend the insurance requirements at any time during this agreement to the extent reasonably deemed necessary to protect Manatee County and/or Manatee County Sheriff's Office from loss of damage or liability. Requests to modify or amend the insurance requirements will be made in writing and Successful Proposer will be provided with 30 days to comply and provide an updated Certificate of Insurance. Manatee County and/or Manatee County Sheriff's Office shall reimburse Successful Proposer within 45 days of receipt of an invoice showing proof of additional cost incurred to comply.
- VI. The enclosed Hold Harmless Agreement shall be signed by the Successful Proposer and shall become a part of the contract.
- VII. No award shall be made until the Procurement Division has received the Certificate of Insurance and Hold Harmless Agreement in accordance with this section.

**INSURANCE STATEMENT**

**THE UNDERSIGNED** has read and understands the 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.***