



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

Solicitation Addendum

Addendum No.:1

Solicitation No.: 18-R067904GE

Project No.:

Solicitation Title: AS 4000 Ammonium Sulfate 40% Solution

Addendum Date: January 10, 2018

Procurement Contact: George Earnest CPPB, Buyer, Ph (941) 749-3044 or
George.earnest@mymanatee.org

ITQ 18R067904GE IS AMENDED AS SET FORTH HEREIN. RESPONSES TO QUESTIONS POSED BY PROSPECTIVE QUOTERS ARE PROVIDED BELOW. THIS ADDENDUM IS HEREBY INCORPORATED IN AND MADE A PART OF ITQ NO 18R067904GE.

Change:

SECTION B, INDEMNIFICATION, B.10

The successful contractor covenants and agrees to indemnify and save harmless the County, its agents and employees, from and against all claims, suits, actions, damages, causes of action, or judgments arising out of the terms of the resulting agreement for any personal injury, loss of life, or damage to the property sustained as a result of the negligent performance or non-performance of services or delivery of goods; from and against any orders, judgments, or decrees, which may be entered against the County, its agents or employees; and from and against all costs, attorney's fees, expenses and other liabilities incurred in the defense of any such claim, suit or action, and the investigation thereof. Nothing in the award, resulting agreement, contract or Purchase Order shall be deemed to affect the rights, privileges and immunities of the County as set forth in Florida Statute Section 768.28.

Add:

SECTION B, FORCE MAJEURE, B.11

FORCE MAJEURE

Unavoidable Delays. Delays in any performance by any party contemplated or required hereunder due to fire, flood, sinkhole, earthquake or hurricane, acts of God, unavailability of materials, equipment or fuel, war, declaration of hostilities, revolt, civil strife, altercation or commotion, strike, labor dispute, or epidemic, archaeological excavation, lack of or failure of transportation facilities, or any law, order, proclamation, regulation, or ordinance of any government or any subdivision thereof, or for any other similar cause to those enumerated, beyond the reasonable control and which with

due diligence could not have been reasonably anticipated, shall be deemed to be events of Force Majeure and any such delays shall be excused. In the event, such party is delayed in the performance of any Work or obligation pursuant to this Invitation To Quote for any of the events of Force Majeure stated in this section, the date for performance required or contemplated by the resulting agreement shall be extended by the number of calendar days such party is actually delayed.

Change:

TIME AND DATE DUE: ~~JANUARY 11, 2018 AT 3:00 PM~~ JANUARY 12, 2018 3:00 PM

NOTE: Items that are ~~struck through~~ are deleted. Items that are underlined have been added. All other terms and conditions remain as stated in the ITQ.

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:

A handwritten signature in black ink, appearing to be 'C. A.', written over a horizontal line.