



COUNTY OF VOLUSIA
PURCHASING & CONTRACTS DIVISION
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March 18, 2016

ADDENDUM NO. 2

RFP No. 16-P-64AK, Cardiac Monitors

The purpose of this addendum is to provide the following clarifications, changes, modifications and/or additions to the solicitation documents. This addendum is an integral part of the Solicitation/Contract Documents.

The following questions have been received:

- Q1. Will you verify that tab four may be left blank?
A1. Yes. However, all Respondents shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year.
- Q2. Please verify that for tab 6, 25 pages is a general number and it is acceptable to go over by a couple of pages?
A2. Yes, it is acceptable to go over by a couple of pages.
- Q3. Please provide an exact quantity of trades and battery charges to be quoted?
A3. Volusia County Emergency Medical Services (VCEMS) will be trading in a total of 38 E-Series cardiac monitors (bi-phasic) as long as 38 new cardiac monitors can be purchased (based on prices). VCEMS will be trading in 8 multi bay (4 batteries per charger) unless new device can utilize the same chargers.
Volusia County Fire Rescue (VCFR) will be trading in a total of 10 E-Series cardiac monitors with Rainbow technology (bi-phasic), 7 E-Series monitors with CAPNO (bi-phasic), 15 M-Series monitors with CAPNO (bi-phasic). VCFR currently has 26 multiple well chargers (4 battery wells).
- Q4. Please break down which chargers are to be 1 bay chargers versus multi bay chargers?
A4. VCEMS will need 50 1 bay chargers (1 per ambulance) and will need to have the ability to charge 50% of all batteries issued with cardiac monitors (dependent on if monitor takes 1 or 2 batteries).
VCFR will need five (5) one well chargers and will need twenty-five (25) multiple bay chargers, minimum of two well to a maximum of four well chargers.
- Q5. Does there need to be a charger in the ambulance or will AC Power (standard on the X series) suffice as a charging method on an ambulance?
A5. VCEMS would prefer to have a battery charger in each ambulance. This means a purchase of 1 battery charger per monitor with the intent of purchasing a charger for each ambulance (50 total for VCEMS).

VCFR would prefer to have a 1 well battery charger in each of our transport units (Total of 5).

- Q6. Are we still to quote mounting brackets even though we discussed that the county could possibly get a better price through the bracket manufacturers?
- A6. The County of Volusia would prefer the vendor provide a quote for a bracket including the brand/model for the bracket. The County may choose not to purchase the bracket depending on price.
- Q7. Will you please clarify the “annual maintenance” tab on attachment A? Are you asking what the service agreement costs during each year? Or are you asking for us to guess what repair costs would be outside of a service agreement in those years?
- A7. Annual maintenance shall be what is provided for preventative maintenance and what would be covered under that agreement. If normal wear/tear (not intentional damage) is covered then that should be included in the price. It is important for the vendor to advise what will be covered under the annual maintenance. No estimates for damage are needed; those would have to be handled by each division.
- Q8. On the “pricing of cardiac monitors” tab of attachment A, letter “I”, you ask for pricing of wireless cards. We would be providing the cost of a cell modem and data plans. Will this suffice?
- A8. The ability to provide a recommended vendor for wireless cards/data plans will be sufficient for bid purposes as that would be budgeted through other means.
- Q9. Who is going to be on the TEAC?
- A9. The TEAC will comprise of County of Volusia employees.
- Q10. Are the trade-in cardiac monitors monophasic or biphasic?
- A10. All of the monitors are bi-phasic.
- Q11. For the software, how many computer licenses does the County need?
- A11. The County of Volusia will need a total of 8 licenses.
- Q12. Do you require four-well charges or do you want other options?
- A12. VCEMS does not have a preference but would like the vendor to provide pricing on multi bay chargers. VCEMS would like the ability to charge 50% of all batteries at one time. VCFR would prefer to have multiple battery charger; minimum of two-well to maximum of four-well charger. These would be located at the fire stations, training facility and logistical depot. VCFR would need twenty-five (25) multiple well chargers.
- Q13. How many mobile charging stations does the County need?
- A13. VCEMS needs 50 single bay chargers; one for each ambulance. VCFR needs 25 multiple well chargers and 5 single well chargers.
- Q14. In regards to the transmitting EKG, do you want pricing plans?
- A14. Transmitting of EKGs are required; monitors should be capable of performing this function. If there is an additional cost associated with transmitting EKGs, please provide the cost.
- Q15. In regards to securing to the stretchers, what type of stretchers does the County have?
- A15. VCEMS currently has Ferno PowerFLEXX stretchers. VCFR currently has Ferno 35X Series PROFlexx but will soon be changing stretchers. The new stretchers have not been purchased as of this date.

- Q16. Will there be multi bay charges in the stations?
A16. VCEMS would like to secure enough station chargers to charge 50% of all batteries per ambulance.
VCFR will need multiple well chargers at the fire stations; total of 25.
- Q17. Do you require new equipment?
A17. Yes.
- Q18. Will you be trading in one for one?
A18. VCEMS will be trading one-for-one up to 38 monitors. Additional monitors purchased will not have a trade in available.
VCFR will be trading in 17 E-Series and 15 M-Series; purchasing a total of 27 new monitors.
- Q19. Please list the trade in equipment (Make/Model).
A19. VCEMS has 38 E-Series Cardiac monitors with ETCO2, SpO2, NIBP, 4-lead/12-lead, Multi-Function Cable (Defibrillation).
VCFR - 17 E-Series cardiac monitors with 4-lead/12-lead, SpO2, ETCO2, NIBP, BT/GPS, Multi-Function Cable for pacing & defibrillation. 10 E-Series cardiac monitors with 4-lead/12-lead, SpO2, SpCO, ETCO2, NIBP, BT/GPS, Multi-Function Cable for pacing & defibrillation, (Rainbow Tech). 15 M-Series with 4-lead/12-lead, SpO2, ETCO2, Multi-Function Cable for pacing & defibrillation.
- Q20. Will the County be buying the monitors all at once?
A20. No, the County anticipates purchasing the monitors over several fiscal years. VCEMS would like to purchase a minimum of 38 this year; a grant is outstanding for an additional fourteen (14) cardiac monitors for a total 52 monitors.
VCFR would like to purchase 27 monitors this year.
- Q21. Do we need to include Section 9.0 Hold Harmless Agreement if it does not apply to our company?
A21. If Section 9.0 Hold Harmless Agreement does not apply to your company, you do not need to submit the form with your proposal.
- Q22. In the pricing attachment for brackets and chargers, it discusses "Mobile charging station." Shall be able to be hardwired in the emergency vehicle" Does a power cord classify as hard wired in addition to the fact that the charger can be mounted in the vehicle?
A22. There are outlets available for a power cord for a charger. VCEMS would consider a charger with a power cord of at least 5' in length.
If the new monitor has an external connection for an A/C power source, then VCFR requires a power cord of at least 5 ft in length to power the monitors. There are 110V outlets in the patient compartment of the transport units.
- Q23. Preventative Maintenance question: OEM/Physio only recommends one Preventative Maintenance per year. We can offer a program where you can get 2 PM's per year, as it states on SPECS, but it will add cost to your service. Would you like us to include 2 PMs per year or just the standard one per year? (Every single time our technician touches a device, even if it is to just look at a battery or a cable, he performs a PM on that device-included in the service plan).
A23. Based on the expectation that the technician would be performing a "PM" on any monitor with an issue VCEMS and VCFR are comfortable with a single PM. If the technician doesn't

perform a PM on a monitor when there is an issue then bi-annual PM's would be requested. The vendor needs to recommend the number of PM per year for the units and price accordingly. Define what is included in the PM; service of components, calibration, software updates and etc. Will the PM be conducted "on-site" or will the units have to be sent out for PM?

- Q24. On the pricing matrix: you ask for the unit cost to include a Pediatric SPO2 and CO/Rainbow sensor in addition to an adult Rainbow sensor. The Rainbow sensors are costly and most customers get a Rainbow sensor (capable of reading both Met and CO-if included on devices) for the adult and then use a Pediatric SPO2 only sensor for the peds. The assumption is that if the accompanying adult is CO positive, then the child is too. (it will save \$'s by only having an adult Rainbow sensor). Do you still want us to quote Rainbow for Adult and Pedi?
- A24. The County of Volusia would like to have pricing on both Adult and Pediatric Rainbow sensors. The vendor may also offer pricing on pedi SPO2 sensors as an option for consideration.
- Q25: Will the County of Volusia accept the following exceptions and clarifications to the Request for Proposal for Cardiac Monitors RFP No. 16-P-64AK?
- A25: Please see the County's response for each exception below (**bold and underlined**).

2.6 Warranty

- A. The warranty shall be the manufacturer's standard warranty. All warranty work shall be performed at one of the locations listed in §2.5(C) above.
Products purchased pursuant to this proposal are subject to the terms set forth in the Physio-Control Standard Limited Warranty, enclosed in this response.
- B. Warranty shall include, at a minimum:
- ~~One (1) year~~ Parts and labor are covered by a ninety (90) day limited warranty against manufacturing defects affecting the performance of the unit, to include transport of affected unit(s);
 - ~~Two (2) year components~~—The LIFEPAK ® 15 monitor/defibrillator is covered by a one (1) year limited warranty against manufacturer defects affecting the performance of the ~~device components~~.

The County of Volusia will accept the manufacturer's standard warranty. Section 2.6(B) is hereby deleted.

3.12 F.O.B. Point

The F.O.B. points for the Contract and for all purchases made under it shall be **F.O.B. Physio-Control's shipping point, and title shall pass to Customer on delivery to a shipper. as specified by the using department (in accordance with the RFP proposal form), in Volusia County, Florida. Delivery will not be complete until the using department has**

~~accepted each item. Delivery to a common carrier shall not constitute delivery to the ordering agency. All disputes shall be between the Seller/Respondent and the carrier.~~

The County of Volusia does not accept this exception and §3.12 remains the same.

3.14 **Assignment**

Contractor may not assign or otherwise convey Contractor's rights and/or obligations

under this Contract without obtaining County's prior written consent, which consent County may withhold, limit and/or condition in County's sole discretion, including, but not limited to posting a performance bond. Any consent by the County under this Section ~~0-3.14~~ shall be by written amendment to the Contract in a form and substance specified by the County in its sole discretion. If Contractor desires to assign or otherwise convey its rights and/or obligations under this Contract, Contractor no less than thirty (30) days for County's consent. Failure to provide such notice may result in the County assessing a processing fee of Five Hundred Dollars (US \$500.00). **Notwithstanding the foregoing, Physio-Control may assign this Agreement without such consent to any person, firm or corporation succeeding to its business and also to any parent, subsidiary or affiliated company of Physio-Control.**

Failure by the Contractor to obtain the County's consent in accordance with this Section prior to assignment or other conveyance shall: 1) constitute a material breach of the Contract; and 2) entitle the County to retain any and all legal rights, claims and defense to enforce this Section ~~0-3.14~~, including, but not limited to, injunctive, declaratory, damages and attorney's fees and costs. Payment of any sum by the County in accordance with the Contract to the Contractor or any person or entity prior to the Contractor obtaining the County's consent to the assignment shall not constitute a waiver of the rights of the County under this Section ~~0-3.14~~.

Nothing herein shall preclude the right of the County to waive its rights under this Section ~~0-3.14~~ but no waiver shall be granted by the County without amendment to the Contract.

All references to Section 0 are hereby changed to Section 3.14. The County of Volusia does not accept the other exceptions and §3.14 remains the same, except for the corrected section numbers.

Section 3.15 Contract has been revised to read:

3.15 **Contract**

A. The contents of this RFP and all provisions of the successful Proposal deemed pertinent by the County may be, at the sole discretion of the County, incorporated into a Contract and

become legally binding on the selected proposer. The content of the Contract may contain changes as a result of the RFP process and the content of the submittal received. The Contract shall, at minimum, include the substantive terms and conditions as outlined in the RFP and be subject to review by the County attorney or designee prior to approval and execution for determination of legal form and substantive sufficiency, and may contain those additional terms and conditions that both parties have agreed on.

Section 3.16 Disclosure of Proposal Content has been revised to read:

3.16 Disclosure of Proposal Content

- A. All material submitted becomes the property of the County and may be returned only at the County's option. Please refer to §3.7, Public Records (§119.0701, Florida Statutes).

3.17 Respondent's Responsibility

- ~~E. The Respondent understands and accepts that it will be held responsible for any and all discrepancies, errors, etc., in discounts or rebates which are discovered during the Contract term or up to and including three (3) fiscal years following the County's annual audit.~~

The County of Volusia does not accept this exception and §3.17 remains the same.

Section 3.23(A)(5) and §3.23(A)(7)(b) have been revised to read:

3.23 Insurance

- A. Required Types of Insurance
5. Excess/Umbrella Liability. Per Section 3.23, A, the Contractor shall obtain an excess liability policy in addition to the scheduled underlying policies (commercial general liability, business auto liability, professional, and employers' liability) with a limit of no less than the amount shown above. This insurance shall name the County as an additional insured and include blanket contractual coverage endorsement. The excess/umbrella liability policy shall provide exclusive coverage for the location or project site where the work or services are to be performed under this Contract.

7. Professional Liability:

b. The Contractor must maintain a retroactive date prior to or equal to the effective date of this Contract. In addition, the Contractor shall require that the Subcontractor’s carrier immediately inform the Contractor, the County of Volusia Risk Management Division, and the Purchasing and Contracts Division of any contractual obligations that may alter its professional liability coverage under this Contract.

3.27 Waiver of Claims

Once the Contract expires, or final payment has been requested and made, the Contractor shall have ~~no more than thirty (30) calendar days~~ reasonable time to present or file any claims against the County concerning the Contract. ~~After that period, the County will consider the Contractor to have waived any right to claims against the County concerning the Contract.~~

The County does not accept this exception and §3.27 remains the same.

3.40 Right to Require Performance

~~B. In the event of failure of the Contractor to deliver services in accordance with the Contract terms and conditions, the County, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the County may have.~~

The County of Volusia does not accept this exception and §3.40(B) remains the same.

Section 3.23 Insurance has been revised to read:

3.23 Insurance

A. Required Types of Insurance

The Contractor shall purchase and maintain at its own expense, during the term of this Contract the following types and amounts of insurance with limits no less than those shown below, in the form and from companies satisfactory to the County:

<u>SCHEDULE</u>	<u>LIMITS</u>
Workers’ Compensation	Florida Statutory Coverage
Commercial General Liability	\$2,000,000. General Aggregate
.....	\$1,000,000. Personal/Advertising Injury
Blanket Contractual Liability.....	\$1,000,000. Each Occurrence

(The County of Volusia shall be named as an additional insured under General Liability-Premises/Operations

Auto Liability..... \$1,000,000. CSL
All autos-owned, hired or no-owned
(Symbol 1 Coverage)

Excess Liability..... \$5,000,000. Per Occurrence

Products Liability..... \$1,000,000. Per Occurrence

1. Minimum underlying coverages shall include Commercial General Liability, Automobile Liability and Workers' Compensation/Employer's Liability. (Umbrella liability limit will not be required to be carried by Subcontractors.)

(If the services provided require the disposal of any hazardous or non- hazardous materials off the job site, the disposal site operator must furnish a certificate of insurance for Pollution Legal Liability with coverage for bodily injury and property damage for losses that arise from the facility that is accepting the waste under this contract).

2. Umbrella or Excess Liability policies may be used to obtain the total limits of liability required to meet the required limits of coverage stated above. Evidence of such coverage should clearly demonstrate the underlying coverages/policies that are included.

3. Workers' Compensation Insurance. Per Section 3.23, A, Workers' Compensation insurance is required for all employees of the Contractor, employed or hired to perform or provide work or services under this Contract or that is in any way connected with work or services performed under this Contract, without exclusion for any class of employee, and shall comply fully with the Florida Workers' Compensation Law (Chapter 440, Florida Statutes, Workers' Compensation Insurance) and include Employers' Liability Insurance with limits no less than the statutory amount shown above per occurrence.

- a. Contractor and its Subcontractors, or any associated or subsidiary company doing work on County property or under this Contract must be named in the Workers' Compensation coverage or provide proof of their own Workers' Compensation coverage, without exclusion of any class of employee, and with a minimum of the statutory limits per occurrence for Employer's liability coverage. Further, if the Contractor's Subcontractors fail to obtain Workers' Compensation insurance and a claim is made against the County by the uncovered employee of said Subcontractor of the Contractor, the Contractor shall indemnify, defend, and hold harmless the County from all claims for all costs

including attorney's fees and costs arising under said employee(s) Workers' Compensation insurance claim(s).

4. Commercial General Liability Insurance. Per Section 3.23, A, Commercial General Liability insurance, with a limit of not less than the amounts shown above with an aggregate limit and per occurrence basis, including coverage for the Contractor's operations, independent Contractors, Subcontractors and "broad form" property damage coverages protecting itself, its employees, agents, Contractors or subsidiaries, and their employees or agents for claims for damages caused by bodily injury, property damage, or personal or advertising injury, products liability/completed operations including what is commonly known as groups A, B, and C (libel, false arrest, slander). Such policies shall include coverage for claims by any person as a result of actions directly or indirectly related to the employment of such person or entity by the Contractor or by any of its Subcontractors arising from work or services performed under this Contract. Public liability coverage shall include either blanket contractual insurance or a designated Contract contractual liability coverage endorsement, indicating expressly the Contractor's contract to indemnify, defend and hold harmless the County as provided in this Contract. The commercial general liability policy shall be endorsed to include the County as an additional insured under Premises/Operations. The commercial general liability policy shall provide exclusive coverage for the location or project site where the work or services are to be performed under this Contract.
5. Excess/Umbrella Liability. Per Section 3.23, A, the Contractor shall obtain an excess liability policy in addition to the scheduled underlying policies (commercial general liability, business auto liability, professional, and employers' liability) with a limit of no less than the amount shown above. This insurance shall follow the underlying and include either blanket contractual or a designated contract contractual coverage endorsement, indicating expressly the Contractor's agreement to hold the County harmless.
6. Motor Vehicle Liability. Per Section 3.23, A, the Contractor shall secure and maintain during the term of this Contract, motor vehicle coverage in the split limit amounts of no less than the amounts shown above per person, per occurrence for bodily injury and for property damage or a combined single limit of the amount shown above **with "Any Auto", Coverage Symbol 1, providing coverage for all autos operated regardless of ownership, and** protecting itself, its employees, agents or lessees, or subsidiaries and their employees or agents against claims arising from the ownership, maintenance, or use of a motor vehicle.

7. Primary and Excess Coverage. Any insurance required may be provided by primary and excess insurance policies.

B. General Insurance Requirements

1. All insurance policies shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of **A-** in the "Best Key Rating Guide" published by A.M. Best & Company, Inc.
2. Approval by County of any policy of insurance shall not relieve Contractor from its responsibility to maintain the insurance coverage required herein for the performance of Work or Services by the Contractor or its Subcontractors for the entire term of this Contract and for such longer periods of time as may be required under other clauses of this Contract.
3. Waiver of Subrogation. The Contractor hereby waives all rights against the County and its Subcontractors to the extent of the risk coverage by any insurance policy required hereunder for damages by reason of any claim, demand, suit, or settlement (including workers' compensation) for any claim for injuries or illness of anyone, or perils arising out of this Contract. The Contractor shall require similar waivers from all its Subcontractors. This provision applies to all policies of insurance required under this Contract (including Workers' Compensation, and general liability).
4. County Not Liable for Paying Deductibles. For all insurance required by Contractor, the County shall not be responsible or liable for paying deductibles for any claim arising out of or related to the Contractor's business or any Subcontractor performing Work or Services on behalf of the Contractor or for the Contractor's benefit under this Contract.
5. Cancellation Notices. During the term of this Contract, Contractor shall be responsible for promptly advising and providing County of Volusia's Risk Management Division and the Purchasing and Contracts Division with copies of notices of cancellation or any other changes in the terms and conditions of the original insurance policies approved by the County under this Contract within two (2) business days of receipt of such notice or change.
6. For any on-site Work performed by or on behalf of Contractor on County property, the County shall be named as an additional insured under Contractor's General Liability Premises/Operations Coverage
7. Deductibles. Contractors that maintain and administer a self-

insured retention or a large deductible program exceeding the insurance requirements listed in this solicitation using a formal program to fund either program may submit an exception in accordance with Section 3.9, Questions, Exceptions, and Addenda Concerning RFP #16-P-64AK to be considered for this solicitation.

The request must include a summary of the program's design, funding method, and the program's supporting financial information. If additional information is necessary, the County will request more specific information, which must be provided by the Contractor. The County's Risk Manager will review the information submitted and determine whether the program is acceptable to the County.

Contractor with no formal risk management program in place to manage and fund deductibles or self-insured retentions may not be considered. Subject to County approval, Contractor may obtain a letter of credit in the amount equivalent to the deductible, which shall remain in effect during the term of the Contract at no additional cost to the County.

C. Proof of Insurance

1. The Contractor shall be required to furnish evidence of all required insurance in the form of certificates of insurance which shall clearly outline all hazards covered as itemized herein, the amounts of insurance applicable to each hazard, and the expiration dates.
2. The Contractor shall furnish proof of insurance acceptable to the County prior to or at the time of execution of this Contract and the Contractor shall not commence Work or provide any Service until the Contractor has obtained all the insurance required under this Contract and such insurance has been filed with and approved by the County. In the event of a claim to which the County is a party, at the request of the County, the Contractor shall furnish copies of the insurance policies and any changes or amendments thereto, immediately, to the County and County's Risk Management and Purchasing and Contracts Divisions prior to the commencement of any contractual obligations. This Contract may be terminated by the County, without penalty or expense to County if at any time during the term of this Contract proof of any insurance required hereunder is not provided to the County.
3. All certificates of insurance shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification required by this Article. No Work or Services by Contractor or its Subcontractors shall be commenced until County has approved these policies or certificates of insurance.

Further, the Contractor agrees that the County shall make no payments pursuant to the terms of this Contract until all required proof or evidence of insurance has been provided to the County. This Contractor may be terminated by the County, without penalty or expense, if proof of any insurance required hereunder is not provided to the County.

4. The Contractor shall file replacement certificates with the County at the time of expiration or termination of the required insurance occurring during the term of this Contract. In the event such insurance lapses, the County expressly reserves the right to renew the insurance policies at the Contractor's expense or terminate this Contract but County has no obligation to renew any policies.

- D. The provisions of this Article shall survive the cancellation or termination of this Contract.

3.30 Termination

- C. The Contractor may cancel the resulting Contract with ~~one hundred eighty~~sixty (~~180~~) days written notice to the Director of Purchasing and Contracts. Failure to provide proper notice to the County may result in the Contractor being barred from future business with the County.

The County of Volusia does not accept this exception and §3.30(C) remains the same.

3.36 Limitation of Liability and Indemnification of County

- A. The Contractor shall, at its own expense, indemnify, defend, and hold harmless the County and its public officials (elected and appointed), successors and assigns, agents, officers, and employees, from and against ~~all~~ claims ~~of every kind and nature~~ (including losses incurred or suffered in consequences either of bodily injury to a person or damage to tangible property), damages, losses and expenses, including, but not limited to reasonable attorney's fees, to the extent arising ~~out of or resulting directly~~ from the performance of this Agreement provided that the claim, damage, loss and expense is caused by any negligent act or omission of the Contractor, or anyone directly or indirectly employed by Contractor, except that the Contractor will not be required to indemnify, defend and hold harmless the County if such claim, damage, loss and expense is the result of the sole negligence of the County, or of anyone directly or indirectly employed by the County or anyone for whose acts the County may be liable.

The County of Volusia does not accept the word "directly" being inserted into §3.36(A). All other changes are acceptable and §3.36(A) shall now read as follows:

- A. The Contractor shall, at its own expense, indemnify, defend, and hold harmless the County and its public officials (elected and appointed), successors and assigns, agents, officers, and employees, from and against claims (including losses incurred or suffered in consequences either of bodily injury to

a person or damage to tangible property), damages, losses and expenses, including, but not limited to reasonable attorney's fees, to the extent arising from the performance of this Agreement provided that the claim, damage, loss and expense is caused by any negligent act or omission of the Contractor, or anyone directly or indirectly employed by Contractor, except that the Contractor will not be required to indemnify, defend and hold harmless the County if such claim, damage, loss and expense is the result of the sole negligence of the County, or of anyone directly or indirectly employed by the County or anyone for whose acts the County may be liable.

3.37 Records & Right to Audit

County shall have the right to audit the books, records, and accounts of Contractor and its Subcontractors that are related to the resulting Contract. Contractor and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the resulting Contract. Contractor shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for a retention period of five (5) years after completion or termination of the Contract, and any renewals, as required by Item 65, General Records Schedule GS1-SL for State and Local Government Agencies, effective February 19, 2015 and the Florida Public Records Act (Chapter 119, Florida Statutes), once annually. Contractor shall, by written Contract, require its Subcontractors to agree to the requirements and obligations of this Section 3.36, Audits will be subject to applicable privacy and confidentiality laws and regulations and Contractor's privacy and confidentiality policies and procedures.

The County of Volusia does not accept this exception and §3.37 remains the same.

3.48—Damages

~~Due to the nature of the services to be provided and the potential impact to the County for loss, the Contractor cannot disclaim consequential or special damages related to the performance of this Contract. The Contractor shall be responsible and accountable for any and all damages, directly or indirectly, caused by the actions or inaction of its employees, staff, or Subcontractors. There are no limitations to this liability.~~

The County of Volusia does not accept this exception and §3.48 remains the same.

Tab 5 – Forms, B. Insurance has been revised to read as follows:

Tab 5 – Forms

B. Insurance

Attach evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. Final forms must contain the correct solicitation and/or project number, name the Volusia County contact person, and show the County of Volusia as additional named insured under General Liability-Premises/Operations.

All other terms and conditions remain unchanged.

END OF ADDENDUM NO. 2

Total Pages: 14

If there are any questions, please contact the staff member responsible for this project, Andrew Kokitus, Procurement Analyst II, at (386) 943-7009 or via E-mail: akokitus@volusia.org.



Pam Wilsky, CPPB
Procurement Manager
Purchasing and Contracts Division

Please sign and return Addendum 2 with RFP 16-P-64AK

Vendor: _____

Signed by (Name/Position): _____

Phone No.: _____ Date: _____

***FAILURE TO RETURN THIS FORM WITH THE QUOTE SUBMITTAL
MAY CAUSE THE PROPOSAL TO BE RENDERED NON-RESPONSIVE***