



COUNTY OF VOLUSIA
PURCHASING & CONTRACTS DIVISION
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March 28, 2016

ADDENDUM NO. 4

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.

Clarifications:

- Section 3.23(A)(5) has been revised to read:

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.

- Professional Liability insurance is not required for this contract.
- The following sentence shall be deleted from §3.23(A)(4), Commercial General Liability Insurance (as amended and posted in Addendum No. 2):

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.

The following question has been received:

- Q1: Limitation of Liability and Indemnity (3.36; page 12 of addendum) – The County accepted most of our changes, but does not want to insert the word 'directly' as we requested. We would prefer to leave it in because the County will not allow the deletion of the consequential damages clause (page 13 of addendum; clause 3.48). The County has accepted the word 'directly' in the past.

A1: County does not agree to limit its damages to only those damages that may be proven directly. Doing so unfairly increases the burden on the County and its residents with exposure to indirect losses, simply because they cannot be proven as arising directly. This language effectively requires the County to assume liability for damages arising from the Contractor's negligence that cannot be proven directly in violation of section 768.28(19), FS. The language also violates Article VII, section 10 of the Florida Constitution (by requiring the County to give, or lend, its ability to tax, to the Contractor in order to assist Contractor in paying for damages caused by the Contractor that cannot be proven directly). Moreover, such language may not be enforceable against the County for the foregoing reasons.

All other terms and conditions remain unchanged.

END OF ADDENDUM NO. 4

Total Pages: 2

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.



Kathy Williams, MBA, CPPB, CPPO
Procurement Manager
Purchasing and Contracts Division

Please sign and return Addendum 4 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***