



HIGHLANDS COUNTY BOARD OF COUNTY
COMMISSIONERS (HCBCC)
PURCHASING DEPARTMENT
600 S. Commerce Ave
Sebring, FL 33870
(863) 402-6500

DATE: April 18, 2023
BID NO. 23-017-LLK ADDENDUM No. 1
Project.: Placid Lakes Special Benefit District Security Services

The following represents clarification, additions, deletions, and/or modifications to the above referenced solicitation. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation, as applicable.

This addendum is being issued to revise the deadline for submittal of bids and answer questions received on this solicitation.

1. The deadline for bid submittal is Tuesday, May 2, 2023 at 3:30 PM
2. The deadline for RFI is Wednesday, April 19, 2023 at 5:00 PM

Questions and Answers

- Q1 We have properly marked professional law enforcement-type patrol vehicles covered by commercial auto liability insurance through an A-rated carrier, but find the \$1,000,000 limits of coverage excessive to the extent it would not be cost effective for a 28 hour per week contract. The amount of the hourly rate to cover fuel, maintenance, and such an excessive insurance premium would exceed the value of the contract at any reasonable hourly bid that would be acceptable to the County. Will the county waive the limit of coverage requirement?
- A1 See attached revised Section III Insurance.**
- Q2 Our patrol vehicles have a full basic life support medical bag and professional AED on board. Our GL insurance carrier covers any EMS services that would be covered under Florida's "Good Samaritan Act," as they will not insure the provision of professional, licensed EMS services. Is this Acceptable to the County?
- A2 AED use is not requested or a requirement for this service. Only First Aid and CPR certifications are required.**
- Q3 Principals of the agency are exempt from Workman's Compensation Insurance requirements pursuant to State Law. Is the County willing to accept this in lieu of the Workman's Compensation limits of Coverage requirement stated if we will stipulate that

all assigned employees will be either covered or exempt and indemnify the County for any on duty injury not attributable to the County's negligence?

A3 This service will require Workers' Compensation coverage either by Certificate of Insurance or a Workers' Compensation Exemption Certificate (for non-construction services and if a sole proprietor a statement on letterhead will suffice.) The awarded vendor will be required to provide the applicable coverage or exemption certificate prior to start of work.

Q4 All public safety patrol officers have a Class G Statewide Firearms License, granting Statewide statutory authority for them to carry firearms on duty, the requirements for which vastly exceed the training and background check requirements in the ITB, and are subject to fingerprint retention through FDLE, which means FDACS would be immediately notified of any arrest. Is this satisfactory to the County to fulfill the background requirements?

A4 No. Level 2 screening is a comprehensive criminal background screening that includes fingerprint-based check for statewide criminal history records through the Florida Department of Law Enforcement and national criminal history records through the Federal Bureau of Investigation. The Class G Statewide Firearms License states background checks other than the state of Florida may be checked. The County is requiring a Class 2 background certification for each employee before starting work.

Q5 The scope of work lists a prohibition on "unauthorized" weapons. We find this to be vague and ambiguous. All our professional public safety officers are properly trained and licensed pursuant to Chapter 493 to bear firearms on duty. Can you please clarify this stipulation and indicate whether or not this is acceptable to the County as we do not provide unarmed "neighborhood watch" patrols.

A5 There are to be no explosive materials, knives or other weapons on premises or carried by the employees while on duty.

Q6 The stipulation that any officer be replaced upon "reasonable" request is vague and ambiguous. Is the County willing to stipulate that any perceived deficiency be immediately identified to the agency in writing and afforded a "reasonable" time to be remedied as given the de minimus daily 4-hour rotating schedule, which presents a substantial obstacle to staffing as such, there is insufficient licensed security personnel in the County or surrounding area to permit constant staffing changes for convenience, which would obviously result in a default.

A6 This statement is to mean, if for some reason the employee is not acceptable or there is an issue that deems the employee not acceptable the County will reserve the right to request the employee be replaced in a reasonable time frame. Reasonable time shall be determined on a case-by-case basis and severity of need.

Attachments: A1-1 Section III. Insurance rev 4-18-2023

J) PUBLIC RECORD:

1.1. Pursuant to Florida Statutes, Section 119.0701:

IF YOU HAVE QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES, CHAPTER 119, TO YOUR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS:

**COUNTY CLERK: GLORIA RYBINSKI
COUNTY PUBLIC INFORMATION OFFICER
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870
TELEPHONE NUMBER: (863) 402-6836
HCBCRECORDS@HIGHLANDSFL.GOV**

1.2. Consultant agrees to comply with public records laws, specifically to:

- 1.2.1. Keep and maintain public records required by the County to perform the services set forth herein.
- 1.2.2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
- 1.2.3. Ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the County.
- 1.2.4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the services set forth herein. If the Consultant transfers all public records to the County upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

SECTION III. INSURANCE

A) Unless otherwise stated in the specifications, the following minimum Insurance Requirements will be included in the contract and must be met before delivery of goods and performance of services:

1. Commercial General Liability Insurance: Occurrence Form Required: The Contractor shall have and maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the work performed pursuant to this ITB in the amount of \$1,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or

underground (x, c, u) exposures, personal injury and advertising injury. Fire damage liability shall be included at \$100,000.

2. Commercial Automobile Liability Insurance: The Contractor shall have and maintain commercial automobile liability insurance with a limit of not less than \$~~1,0~~300,000 combined single limit per occurrence for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.
3. Workers' Compensation Insurance: The Contractor shall have and maintain workers' compensation insurance for all employees for statutory limits in compliance with Florida law and Federal law. The policy must include Employer Liability with a limit of \$100,000 each accident, \$100,000 each employee, \$500,000 policy limit for disease.
4. Special Requirements / Evidence of Insurance:
 - a. **A copy of the Bidder's current certificate of insurance is to be provided with the Bid submitted in response to this ITB.** A formal certificate shall be provided upon announcement that a Bidder has been awarded the work as called for in this ITB. The Certificate(s) shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved by the County before commencement of any work activities. **The formal insurance certificate shall also comply with the following:**
 - (1) "Highlands County, a Political Subdivision of the State of Florida and its elected officials, its agents, employees, and volunteers" shall be named as an "Additional Insured" on all policies except Worker's Compensation and Professional Liability.
 - (2) Contractor shall deliver written notice to the County by overnight delivery return receipt requested, hand delivery or confirmed facsimile thirty (30) days prior to giving or within three (3) days after receiving notice of cancellation, modification, non-renewal, or any other lapse in coverage of any required insurance policies.
 - b. It should be remembered that these are minimum requirements, which are subject to modification in response to high hazard operations.
 - c. The policies of insurance shall be written on forms acceptable to the County and placed with insurance carriers authorized by the Insurance Department in the State of Florida that meet an AM Best financial strength rating of no less than "A- Excellent: FSC VII".
 - d. The Contractor shall hold the County, its agents and employees, harmless on account of claims for damages to persons, property or premises arising out of the services performed in connection with this ITB. The County reserves the right to require the Contractor to provide and pay for any other insurance coverage the County deems necessary, depending upon the possible exposure to liability.
 - e. All policies must include Waiver of subrogation; any liability aggregate limits shall apply "Per Jobsite"/Per Job Aggregate. All liability insurance except Professional Liability shall be Primary and Non-Contributory. Certificate of Insurance shall confirm in writing that these provisions apply.
5. Insurance Renewal:
 - a. In the event the insurance coverage expires prior to termination of the contract entered into in connection with this ITB, a renewal certificate shall be issued 30-days prior to said expiration date.
 - b. Such notification will be in writing by registered mail, return receipt requested, and addressed to the County Purchasing Manager, 600 S. Commerce Ave., Sebring, FL 33870.

-END OF SECTION-