



# LAKE COUNTY

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## FLORIDA

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### ADDENDUM NO. 2

Date

RFP 19-0706

**RFP Title: Vendor Operations of Food Concessions  
At Minneola Athletic Complex**

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid or proposal response. Acknowledgement may be confirmed either by inclusion of a signed copy of this addendum with their response by completion and return of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid or proposal from being considered for award.

**This addendum DOES NOT change the date for receipt of proposals. The revised date for receipt of proposals is now January 30, 2019 no later than 3pm.**

The purpose of this addendum is to provide additional time for the mandatory site visit and, for proposals to be received.

**Correction** – no sample contract attached to the RFP. No sample contract will be attached, please disregard.

#### **Question/Answer:**

**Question 1:** What insurance coverage is required for the bid?

**Answer 1:** The following insurance is required for the bid:

#### **Insurance**

Each vendor shall include in its solicitation response package proof of insurance capabilities, including but not limited to, the following requirements: [This does not mean that the vendor must have the coverage prior to submittal, but, that the coverage must be in effect prior to a purchase order or contract being executed by the County.

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, must be furnished by the vendor to the Contracting Officer within five (5) working days of such request and must be received and accepted by the County prior to contract execution and before any work begins.

The vendor shall provide and maintain at all times during the term of any contract, without cost or expense to the County, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for timely provision of certificates of insurance to the County at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, must insure the vendor is in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

Automobile liability insurance, including all owned, non-owned, scheduled, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
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Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers' compensation insurance, the vendor must provide a notarized statement that if he or she is injured; he or she will not hold the County responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

Professional liability and specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

The following additional coverage must be provided if a dollar value is inserted below:

Loss of Use at coverage value: \$ \_\_\_\_\_  
Garage Keepers Liability at coverage value: \$ \_\_\_\_\_

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, must be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificates of insurance, must provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is the vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

At time of contract, the vendor will be required to provide a copy of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. *(Note: A simple COI WILL NOT be accepted in lieu of the policy endorsements).*

Certificates of insurance must identify the applicable solicitation number in the Description of Operations section of the Certificate. Certificate holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,  
AND THE BOARD OF COUNTY COMMISSIONERS.  
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Certificates of insurance must evidence a waiver of subrogation in favor of the County, that coverage will be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

The vendor will be responsible for subcontractors and their insurance. Subcontractors must provide certificates of insurance to the prime vendor evidencing coverage and terms in accordance with the vendor's requirements.

All self-insured retentions must appear on the certificates and will be subject to approval by the County. At the option of the County, the insurer must reduce or eliminate such self-insured retentions, or the vendor or subcontractor must procure a bond guaranteeing payment of losses and related claims expenses.

The County will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the vendor or subcontractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the County of any insurance supplied by the vendor or subcontractors, nor a failure to disapprove that insurance, will relieve the vendor or subcontractors of full responsibility for liability, damages, and accidents as set forth in this solicitation or any contract arising from this solicitation.

**Question 2:** Is there any food service certification needed as well?

**Answer 2:** The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation. The vendor must also have and provide copies of all licenses, including any required by the Florida Department of Health.

Firm Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Typed/Printed Name: \_\_\_\_\_