

**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA**

OFFICE OF PURCHASING

213 PALAFOX PLACE, 2nd Floor
P.O. BOX 1591
PENSACOLA, FL 32591-1591
TELEPHONE (850)595-4980
(SUNCOM) 695-4980
TELEFAX (850)595-4805

<http://www.myescambia.com/business/solicitations>



CLAUDIA SIMMONS
Purchasing Manager

June 6, 2016

To: All Known Prospective Proposers

ADDENDUM NUMBER 1:

Re: Job Classification and Compensation Study
Specification Number: PD 15-16.055

Proposers:

We recently sent you a Request for Proposal on the above mentioned specification.

This Addendum #1 provides for:

1. Response to questions

A. Can you confirm that 2,774 employees and 425 classes would be included within the scope of the study?

Response - Yes

B. Do you expect or anticipate separate reports for each of the Constitutional Officers?

Response - Not necessarily, some positions are the same.

C. The cost form (page 19) requests a lump sum total, yet section 2-7 on page 14 seeks detailed budget information. If the proposed cost is evaluated on the basis of the lump sum total amount (20% of criteria), why is the cost detail requested in section 2-7?

Response - The cost detail is requested by Purchasing to assist in identifying the costs for the services and the lump sum total cost is for rating purposes.

D. Part IV indicates that the current pay structure is based upon the "decision band method". Could you clarify or discuss that approach?

Response - The classification method reflects the position's decision making responsibility.

Is the County seeking to retain that approach?

Response - Not necessarily.

Or, are you seeking an alternative approach?

Response - Escambia County is open to a different approach that is consistent with the pay philosophy adopted from this project.

- E. Previous outside studies have been performed. Can you identify the last three providers (consulting firms)? Were these projects similar in scope or different in size and scope? When were they performed? Can you indicate project costs?

Response - There has not been an outside study done since 2006.

- F. Of the 425 existing job classes, can you estimate the number of class specifications that would need to be updated and revised, as noted on page 17 of the RFP?

Response - The main concern is being compliant to the ADA and FLSA. An estimated 30% may need to be updated.

Are current descriptions/specifications generally in good, moderate, or less than desired shape?

Response - They are in good shape

- G. Under Section 4, page 7, is the County open to discussing alternative indemnification language that protects all parties?

Response – No, this is our standard language and we do not accept changes to this section.

- H. In that same section on indemnification, can you expand upon the term “indirectly”?

Response – The wording must be taken together, “arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement”. Whether through actions on a firms behalf that “indirectly” result in litigation.

- I. In that same section on indemnification, if the County requests and accepts a certificate of insurance, why would that section indicate that any potential obligation would not be limited by the level of insurance coverage?

Response – Amounts sought in litigation could exceed that anticipated by insurance. If the litigation is the result directly or indirectly of actions of the contractor, then the County expects the contractor to indemnify the County.

- J. In that same section on indemnification, there is no reference to errors or omissions. Could you clarify why?

Response – See Below

- K. Has the County budgeted for the project? If so, can you indicate the amount or the expected/anticipated range of cost?

Response - The Board has been given an estimated range of cost of \$100,000 - \$180,000 and the funding source was identified.

L. Is the County waiving the Florida preference provision for this project, since providers will be located in all parts of the country for this service?

Response – The preference is related to Escambia and Santa Rosa Counties, not the entire state

M. Does incorporation in Florida serve to meet the Florida preference noted in section 34 of your general terms and conditions?

Response - Florida Preference Chapter 287.084, F.S. Preference to Florida businesses, refers to businesses whose place of business is in the State of Florida. Being incorporated in the State of Florida is different and required to do business in the state.

2. Revised Insurance Requirements adding Professional Liability/Malpractice/Errors or Omissions Insurance.

Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

COUNTY INSURANCE REQUIRED

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage

The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

Excess or Umbrella Liability Coverage

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverages(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:
Escambia County
Attention: Paul R. Nobles, CPPO, CPPB, FCN, FCCM
Senior Purchasing Coordinator
Office of Purchasing, 2nd FL, Room 11.101
P.O. Box 1591
Pensacola, FL 32597-1591
Fax (850) 595-4805
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Endorsements/Additional Insurance

The County may require the following endorsements or additional types of insurance.

Professional Liability/Malpractice/Errors or Omissions Insurance

The contractor shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence.

If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (erp) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

This Addendum Number 1 is furnished to all known prospective Proposers. Please sign and return one copy of this Addendum, with original signature, with your proposal as an acknowledgement of your having received same. You may photo copy for your record.

Sincerely,



Paul Nobles, CPPO, CPPB, FCCM, FCN
Purchasing Coordinator

SIGNED: _____

COMPANY: _____

PRN:abh