

## **IEC Contracting Task Order RFQ/P #031119, Addendum No. 1**

Date Issued: April 8, 2019

Issued By: Susan Simpson, IEC Program Manager

Issued To: Prospective Bidder/Proposers

Description:

Addendum # 1 is being issued to post questions and IEC responses from prospective bidders.

### **A. Changes by Previous Addenda: None**

### **B. Prospective Bidders Questions and IEC Responses**

**Q1.** Is there a template for the fee proposal? **No, short-listed firms will be provided a template for the fee proposal.**

**Q2.** Are prospective bidders required to provide insurance certificates and a bond with the qualifications package? **No, an affidavit from the contractor stating they can meet the insurance and bonding requirements will be sufficient for the RFQ.**

**Q3.** Can you provide IEC's insurance requirement for contracting services? **Please see attached exhibit for GCVB's Third Party Insurance Requirements.**

## EXHIBIT E

### THIRD PARTY INSURANCE REQUIREMENTS

#### (CONTRACTORS, LICENSEES, FRANCHISEES, CONCESSIONAIRES, AND MANUFACTURERS INSURANCE REQUIREMENTS)

GCVB shall require that all contractors, licensees, franchisees, concessionaires and manufacturers that have entered into an agreement with the GCVB to provide products or services shall provide and maintain policies of insurance as follows:

1. Statutory Workers' Compensation Insurance:
  - (a) Statutory workers' compensation insurance as required by Georgia law.
  - (b) Employers Liability:
    - Bodily Injury by Accident - \$100,000 each accident
    - Bodily Injury by Disease - \$500,000 policy limit
    - Bodily Injury by Disease - \$100,000 each employee
  
2. Comprehensive General Liability Insurance:
  - (a) \$2,000,000 limit of liability per occurrence for bodily Injury and Property Damage
  - (b) \$2,000,000 limit of liability per occurrence for Liquor Law Liability for those Licensees, Franchisees and Concessionaires that sell or distribute alcoholic beverages
  - (c) \$1,000,000 limit of liability for personal injury
  - (d) \$1,000,000 limit of liability for Fire Legal Liability
  - (e) The following additional coverages must apply:
    - \* 1986 (or later) ISO Commercial General Liability Form
    - \* Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
    - \* Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations)
    - \* Blanket Contractual Liability (included in 1986 or later forms)
    - \* Broad Form Property Damage (included in 1986 or later forms)
    - \* Severability of Interest (included in 1986 or later forms)
    - \* Underground, Explosion, and Collapse coverage (included in 1986 or later forms)
    - \* Personal Injury (deleting both contractual and employee exclusions)
    - \* Incidental Medical Malpractice
    - \* Hostile Fire Pollution Wording
    - \* No Exclusion for Athletic Participation
    - \* No Exclusion for Licensees, Franchisees and Concessionaires that provide Security for Events

- \* Products and Completed Operations
- \* No Exclusion for Fireworks Events

3. Auto Liability Insurance:

- (a) \$2,000,000 limit of liability per occurrence for Bodily Injury and Property Damage
- (b) \$300,000 limit of liability per occurrence for Garagekeepers Liability for those licensees, Franchisees and Concessionaires that park vehicles or provide parking.
- (c) Comprehensive form covering all owned, non-owned, leased, hired, and borrowed vehicles
- (d) Additional Insured Endorsement
- (e) Contractual Liability

4. Umbrella Liability Insurance (\$5,000,000 Limit of Liability):

- (a) The following additional coverages must apply:
  - \* Additional Insured Endorsement
  - \* Concurrency of Effective Dates with Primary
  - \* Blanket Contractual Liability
  - \* Drop Down Feature
  - \* Care, Custody, and Control--Follow Form Primary
  - \* Aggregates: Where Applicable in Primary
  - \* Umbrella Policy must be as broad as the Primary Policy
  - \* No Exclusion for Athletic Participation
  - \* No Exclusion for Licensees, Franchisees and Concessionaires that provide Security for Events
  - \* Products and Completed Operations
  - \* No Exclusion for Fireworks

5. Umbrella Liability Insurance for Hockey and Football Franchises- (\$15,000,000 Limit of Liability):

- (a) The following additional coverages must apply:
  - \* Additional Insured Endorsement
  - \* Concurrency of Effective Dates with Primary
  - \* Blanket Contractual Liability
  - \* Drop Down Feature
  - \* Care, Custody, and Control - Follow Form Primary
  - \* Aggregates: Apply Where Applicable in Primary
  - \* Umbrella Policy must be as broad as the Primary Policy
  - \* No exclusion for Athletic Participation
  - \* No exclusion for Licensees, Franchisees and Concessionaires that provide Security for Events.
  - \* Products and Completed Operations
  - \* No Exclusion for Fireworks

6. Commercial Blanket Bond and Loss of Money:
  - (a) \$1,000,000 Limit
  - (b) \$100,000 Loss of Money Inside
  - (c) \$100,000 Loss of Money Outside
7. Gwinnett County Board of Commissioners and GCVB (and any applicable Authority) should be shown as an additional insured on General Liability, Auto Liability and Umbrella Liability policies.
8. The cancellation provision should provide 30 days notice of cancellation or material modification.
9. Certificate Holder should read:

Gwinnett County Board of Commissioners  
75 Langley Drive  
Lawrenceville, GA 30045-6900
10. Insurance Company, except Workers' Compensation carrier, must have an A.M. Best Rating of A-6 or higher. Certain Workers' Comp funds may be acceptable by the approval of the Risk Management Division. European markets, including those based in London and domestic surplus lines markets that operate on a non-admitted basis, are exempt from this requirement provided that the Contractors', Licensees', Franchisees', Concessionaires,' Manufacturers' and their Contractors' and Subcontractors' broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-6 or better.
11. Insurance Company should be licensed to do business by the Georgia Department of Insurance.
12. Certificates of Insurance, and any subsequent renewals, must reference the Center and Arena Project.
13. The Contractors, Licensees, Franchisees, Concessionaires, Manufacturers and their Contractors and Subcontractors shall agree to provide complete certified copies of current insurance policy(ies) if requested by the County to verify the compliance with these insurance requirements.
14. All insurance coverages required by the Contractors, Licensees, Franchisees, Concessionaires, Manufacturers and their Contractors and Subcontractors will be primary over any insurance program carried by the County.
15. Contractors, Licensees, Franchisees, Concessionaires and Manufacturers shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractors,

Licenseses, Franchisees, Concessionaires and Manufacturers agrees that if for any reason Contractors or Subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractors, Licensees, Franchisees, Concessionaires and Manufacturers at their expense.

16. No Contractors, Licensee, Franchisee, Concessionaire, Manufacturer or their Contractor or Subcontractor shall provide any product or service of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to Gwinnett County as to form and content has been filed with Gwinnett County. **The Acord Certificate of Insurance or a preapproved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.**
17. The Contractors, Licensees, Franchisees, Concessionaires, Manufacturers or their Contractors or Subcontractors shall agree to waive all rights of subrogation against the GCVB and the County, the Board of Commissioners, its officers, officials, employees, and volunteers from losses arising from products and services performed by the Contractors, Licensees, Franchisees, Concessionaires, Manufacturers, their Contractors or Subcontractors for the GCVB.
18. Property and Contents Insurance is required covering owned, used, and leased equipment that the Contractors, Licensees, Franchisees, Concessionaires or Manufacturer and their Contractors and all Subcontractors bring to the Facility. The coverage must be on the special property damage form and include full replacement cost. Business Interruption should be carried at the limit determined by the Business Interruption Worksheet.
19. The Contractors, Licensees, Franchisees, Concessionaires or Manufacturers and their Contractors and all Subcontractors shall make available to the County, through its records or the records of their insurer, information regarding a specific claim. Any loss run information available from the Contractors, Licensees, Franchisees, Concessionaires or Manufacturers and their Contractors and all Subcontractors or their insurer will be made available to the County upon request.
20. Compliance by the Contractors, Licensees, Franchisees, Concessionaires, Manufacturers, and their Contractors or Subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Licensees, Franchisees, Concessionaires, Manufacturers, and their Contractors and all Subcontractors of their liability provisions of the Contract.
21. The Contractors, Licensees, Franchisees, Concessionaires, Manufacturers, and their Contractors or Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.
22. The Contractors, Licensees, Franchisees, Concessionaires, Manufacturers, and their Contractors or Subcontractors shall at a minimum apply risk management practices accepted by the their industry.