

**April 6, 2026**



**CITY OF FORT PIERCE**

**INTEGRATED LAW ENFORCEMENT TECHNOLOGY**

**RFP NO. 2026-026**

**ADDENDUM NO. 1**

The purpose of this addendum is to REVISE the Insurance Requirements included in the original proposal. Please disregard Section II- Insurance Requirements of the proposal document and replace it with the following attached pages.

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature: \_\_\_\_\_  
Manual

Signature: \_\_\_\_\_  
Typed or Printed

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

/lh

## REQUIRED LIMITS OF INSURANCE

Vendor/Contractor shall be responsible for all damage to person and or property resulting from its negligent acts, reckless or intentional misconduct, errors or omissions or those of their sub-Contractors, agents or employees in connection with such services and shall be responsible for all parts of its work, both temporary and permanent.

(1) Vendor/Contractor at its own expense, shall procure and maintain throughout the term of this Contract, with insurers acceptable to the City of Fort Pierce, hereinafter called "City", the types and amounts of insurance conforming to the minimum requirements set forth herein. Vendor shall not commence work until the required insurance is in force and evidence of insurance acceptable to the City has been provided to, and approved by the City. The City at all times reserves the right to request such additional documentation and evidence of insurance as in its sole discretion it may require, and the Vendor hereby agrees to provide same. Until such insurance is no longer required by this Contract, Vendor shall provide the City with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance. To the extent Vendor is permitted to and elects to sub-contract any of the work performed under this Contract, Vendor will require all sub-Contractors to provide insurance coverage complying with the requirements set forth herein, and will provide the City with evidence of such coverage prior to the commencement of the sub-Contractor's work.

(2) **WORKERS' COMPENSATION/EMPLOYER'S LIABILITY INSURANCE**

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than any endorsements required by NCCI or the State of Florida. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	\$1,000,000	Each Accident
	\$1,000,000	Disease - Policy Limit
	\$1,000,000	Disease - Each Employee

The Workers' Compensation Policy must be endorsed to waive the insurer's right to subrogate against the City of Fort Pierce, and their respective members, officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13) with the City of Fort Pierce, and their respective members, officials, officers and employees scheduled thereon.

**(3) GENERAL LIABILITY INSURANCE**

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), without any restrictive endorsements other than any endorsements specifically required by the State of Florida or those which under an ISO filing, must be attached to the policy (i.e. mandatory endorsements). The City of Fort Pierce and their respective members, officials, officers, and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO form CG 20 10 (Additional Insured -, Lessees, or Contractors – Scheduled Person or Organization). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

Products and Completed operations coverage in the amount of no less than \$1,000,000 per occurrence must be maintained for a period of at least 3 years from the date of completion or termination of contract.

**(4) AUTOMOBILE LIABILITY INSURANCE**

If the performance of the work will involve the use of automobiles, Vendor/Contractor shall be required to procure and maintain automobile liability insurance. Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, other than those which are required by the State of Florida or those which under an ISO filing, must be attached to the policy (i.e. mandatory endorsements). The policy shall include coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work. Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence Bodily Injury and Property Damage Liability Combined	\$1,000,000
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**(5) TECHNOLOGY PROFESSIONAL/ERRORS AND OMISSIONS LIABILITY INSURANCE**

Such insurance shall be on a form acceptable to the City and shall cover Vendor/Contractor for those sources of liability arising out of the rendering or failure to render any professional services required in the Agreement including software design, configuration, integration and implementation. The coverage must include coverage for claims arising out of failure of technology services and not contain any exclusion for law enforcement activities. Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been

on an occurrence basis. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Claim/Annual Aggregate	\$1,000,000
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The required Professional Liability coverage may be provided as a part of the Cyber Liability coverage required below.

If Vendor/Contractor subcontracts any of the work, Vendor/Contractor shall either include the Sub-Contractors in Vendor's coverage or require the Sub-Contractors to maintain Professional Liability coverage as described herein. The insurance may be subject to a deductible not to exceed \$10,000 per claim.

**(6) WATERCRAFT LIABILITY**

If, and only to the extent any watercraft are utilized in the performance of the work, Vendor/Contractor shall purchase and maintain, or cause its sub-Contractors to purchase and maintain, insurance which shall, at a minimum cover the Vendor and sub-Contractor for injuries or damage arising out the use of all owned, non-owned and hired watercraft. The insurance shall include the City and its members, officials, officers and employees as additional insureds.

The minimum limits (inclusive of and amounts provided by an umbrella or excess policy) shall be:

Each Occurrence/Annual Aggregate	\$1,000,000
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**(7) CYBER LIABILITY & DATA STORAGE**

Such insurance shall be on a form acceptable to the City and shall cover, at a minimum, the following:

- Data Loss and System Damage Liability (when applicable)
- Security Liability
- Privacy Liability
- Privacy/Security Breach Response Coverage, including Notification Expenses

Such Cyber Liability coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Contract and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The cyber liability insurance shall include the City and its members, officials, officers and employees as additional insureds. The minimum limits (inclusive of and amounts provided by an umbrella or excess policy) shall be:

Each Occurrence/Annual Aggregate	\$1,000,000
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Please note: The Cyber Liability coverage may be combined with the Professional Liability coverage required above.

(8) **GENERAL CONDITIONS:**

The insurance provided by Vendor shall apply on a primary basis to any insurance or self-insurance maintained by the City. Any insurance or self-insurance maintained by the City shall be excess of, and shall not contribute with, the insurance provided by Vendor.

Except as otherwise specifically authorized by this Agreement or where prior written approval has been obtained from the City hereunder, the insurance maintained by Vendor shall apply on a first dollar basis without application of a deductible or self-insured retention. To the extent there is any deductible or self-insured retention applicable to any required insurance, Vendor shall be solely responsible for paying such deductible or self-insured retention, including any amounts owed under such deductible or self-insured retention on behalf of the City, or its members, officials, officers and employees.

Compliance with these insurance requirements shall not limit the liability of Vendor or any Sub-Contractor. Any remedy provided to the City by the insurance provided by the Vendor shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of Vendor) available to the City under this Agreement or otherwise.

Neither approval by the City nor failure to disapprove insurance furnished by Vendor shall relieve Vendor from responsibility to provide insurance as required by this Agreement. Vendor shall deliver to the City the required certificate(s) of insurance and endorsement(s) before the City signs this agreement.

Vendor's failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which the City may immediately terminate or suspend this Agreement. In the event of any termination or suspension, the City may use the services of another Vendor or Vendors, without the City incurring any liability to Vendor.

At its sole discretion, the City may obtain or renew Vendor's insurance, and the City may pay all or part of the premiums. Upon demand, Vendor shall repay City all monies paid to obtain or renew the insurance. The City may offset the cost of the premium against any monies due Vendor from the City.

The Vendor shall furnish to the City Certificates of Insurance allowing thirty (30) days' notice for any change, cancellation, or non-renewal. Such Certificates shall contain the following wording:

**(ACCORD) "SHOULD ANY OF THE ABOVE-DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN."**

If the insurance policies expire during the terms of the Contract, a renewal certificate or binder shall be filed with the City fifteen (15) days prior to the renewal date.

**Certificates of Insurance must be completed as follows:**

**Certificate Holder**

**City of Fort Pierce  
Attn: Purchasing Department  
P.O. Box 1480  
Fort Pierce FL 34954-1480**

**Additional Insured**

**City of Fort Pierce/Grants Administration Division and their members, officials, officers and employees.**