



September 15, 2016

**Re: 16RFP09092016A-CJC, Comprehensive HIV Prevention Program for
Fulton and DeKalb Counties**

Dear Proposers:

Attached is one (1) copy of Addendum 1, hereby made a part of the above-referenced Request for Proposal (RFP).

Except as provided herein, all terms and conditions in the RFQ referenced above remain unchanged and in full force and effect.

Sincerely,

Charlie Crockett

Charlie Crockett
Chief Assistant Purchasing Agent

This Addendum forms a part of the contract documents and modifies the original RFP documents as noted below:

Attachment #1-Section 7-Insurance and Risk Management Provisions

ACKNOWLEDGEMENT OF ADDENDUM NO. 1

The undersigned Proposer acknowledges receipt of this Addendum by returning one (1) copy of this form with the proposal submittal package to the Department of Purchasing & Contract Compliance, Fulton County Public Safety Building, 130 Peachtree Street, S.W., Suite 1168, Atlanta, Georgia 30303 by the RFP due date and time October 20, 2016@ 11:00A.M.

This is to acknowledge receipt of Addendum No. 1, ____ day of _____, 2016.

Legal Name of Bidder

Signature of Authorized Representative

Title

**Insurance and Risk Management Provisions
Comprehensive HIV Prevention Program Services**

The following is the minimum insurance and limits that the Contractor/Vendor must maintain. If the Contractor/Vendor maintains higher limits than the minimum shown below, Fulton County Government requires and shall be entitled to coverage for the higher limits maintained by the Contractor/Vendor.

It is Fulton County Government’s practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Description must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

Accordingly the Respondent shall provide a certificate evidencing the following:

**1. WORKERS COMPENSATION/EMPLOYER’S LIABILITY INSURANCE – STATUTORY
(In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)**

Employer’s Liability Insurance	BY ACCIDENT - EACH ACCIDENT	\$100,000.
Employer’s Liability Insurance	BY DISEASE - POLICY LIMIT	\$500,000.
Employer’s Liability Insurance	BY DISEASE - EACH EMPLOYEE	\$100,000.

2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)

Bodily Injury and Property Damage Liability (Other than Products/Completed Operations)	Each Occurrence	-	\$1,000,000
	General Aggregate	-	\$2,000,000
Products\Completed Operations	Aggregate Limit	-	\$2,000,000
Personal and Advertising Injury	Limits	-	\$1,000,000
Damage to Rented Premises	Limits	-	\$100,000

3. **BUSINESS AUTOMOBILE LIABILITY INSURANCE**

Bodily Injury & Property Damage Each Occurrence - \$1,000,000
(Including operation of non-owned, owned, and hired automobiles).

4. **UMBRELLA LIABILITY**

(In excess of Auto GL and Employers Liability) Each Occurrence - \$1,000,000

5. **MEDICAL PROFESSIONAL LIABILITY** Per Occurrence/Claim - \$1,000,000

Policy shall be kept in force and uninterrupted for a period of two (2) years beyond policy expiration. If coverage is discontinued for any reason during this two (2) year term, contractor/vendor must procure and evidence full Extended Reporting period (ERP) coverage.

Certificates:

Contractor shall provide written notice to Fulton County Government immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall expire, be cancelled or altered. Certificates of Insurance are to list Fulton County Government, it's Officials, Officers and Employees as an Additional Insured (except for Workers' Compensation and Professional Liability), using ISO Additional Insured Endorsement form CG 20 10 (11/85) version, it's equivalent or on a blanket basis.

The Contractor/Vendor insurance shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Fulton County Government.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation), with no Cross Suits exclusion.

If Fulton County Government shall so request, the Respondent, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices shall be sent to:

Fulton County Government – Purchasing Department
130 Peachtree Street, S.W.
Suite 1168
Atlanta, Georgia 30303-3459

Important:

It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Contractor/Vendor from any liability incurred as a result of their activities/operations in conjunction with the Contract and/or Scope of Work.

USE OF PREMISES

Contractor/Vendor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials (where applicable).

PROTECTION OF PROPERTY

Contractor/Vendor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor/Vendor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor/Vendor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed (where applicable).

THE RESPONDENT ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREES TO COMPLY WITH THE ABOVE STATEMENTS, AND IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING COMPANY.

COMPANY: _____ SIGNATURE: _____

NAME: _____ TITLE: _____

DATE: _____