



FULTON COUNTY

March 31, 2016

Re: **16RFP102009C-CL 401 (a) Defined Contribution Plan Administrative Services**

Dear Proposers:

Attached is one (1) copy of **Addendum 2**, hereby made a part of the above-referenced Request for Proposal **16RFP102009C-CL 401 (a) Defined Contribution Plan Administrative Services**.

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

Sincerely,

Charles Leonard
Chief Assistant Purchasing Agent

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

Clarifying Questions

1. Question: Section 3.5 Cost Proposal Format and Content: Which forms are the Cost Proposal Forms to be provided with the Cost Proposal?

Answer: Proposers shall submit their cost on their forms
2. Question: Please provide Section 7.0 Insurance and Risk Management Provisions.

Answer: See attached Risk Management
3. Question: Section 6.4 Required Forms and EBO Plan: Exhibits G and H must be completed as instructed if awarded the project; exhibits A-H should be submitted with the Technical Proposal. Please clarify at what point we must submit Exhibits G and H.

Answer: Exhibits G and H are, upon execution of a contract with Fulton County become part of the contract with Fulton County
4. Question: Section 3.1.2 Number of Copies asks for Financial Information in a separate sealed envelope. What information is to be provided in the Financial Information envelope?

Answer: See Section 3, Proposal Requirements Section 8, page 3-10
5. Question: Section 3.1.2 Number of Copies asks for five (5) original and five (5) copies of the Technical Proposal; please confirm that the County wishes to receive one (1) original and four (4) hard copies of the Technical Proposal and five (5) copies of the Technical Proposal on CDs.

Answer: Five (5) original and Five (5) Copies on CD Media in PDF Format.

6. Question: Section 3.1.2 Number of Copies: Must the Contract Compliance Exhibits be included with the Technical Proposal, or in a separate sealed envelope

Answer: See response below

7. Question: Section 3.1.2 Number of Copies: Must the Financial Information be included with the Technical Proposal, or in a separate sealed envelope?

Answer: See Section 3, (page 3-1 the technical proposal, cost proposal, and contract compliance exhibit shall be submitted in separate, sealed envelopes or packages

8. Question: Section 3.1.2 Number of Copies: Are the Contract Compliance Exhibits and Financial Information to be included on the five (5) CDs with the Technical Proposal? If not, please confirm Fulton County wishes for one (1) original and one (1) copy of the Contract Compliance Exhibits and Financial Information in hard copy

Answer: Please provide Contract Compliance Forms as follows:
One (1) Original Hard Copy with the Technical Proposal Marked "Original" and one (1) Hard Copy in a separated sealed envelope marked "Copy". Financial one (1) Original Hard Copy with the Technical Proposal Marked "Original" and one (1) Hard Copy in a separated sealed envelope marked "Copy".. Cost Proposal one (1) "Original" and one (1) copy in a separate sealed envelope.

Also, see attached insurance requirements, and include in your proposal.

ACKNOWLEDGEMENT OF ADDENDUM NO.[Insert Number]

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 **16RFP102009C-CL 401 (a) Defined Contribution Plan Administrative Services**, April 13, 2016 at 11:00 A.M.

This is to acknowledge receipt of **Addendum No. 2**, this 31 day of March, 2016.

Legal Name of Bidder

Signature of Authorized Representative

Title

Insurance and Risk Management Provisions Defined Contribution (DC) Plan Administrator 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).

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4. UMBRELLA LIABILITY

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

5. PROFESSIONAL LIABILITY (E & O) Per Occurrence/Claim - \$10,000,000

Policy shall be kept in force and uninterrupted for a period of three (3) years beyond policy expiration. If coverage is discontinued for any reason during this three (3) year term, contractor/vendor must procure and evidence full Extended Reporting period (ERP) coverage.

Certificates:

The aforementioned insurance policies shall contain or be endorsed to contain a Provision that coverage afforded under such policies shall not expire, be cancelled or altered without at least thirty (30) days written notice to Fulton County Government. Certificates of Insurance are to list Fulton County Government, Its Employees, Servants and Agents 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).

Effective 03-31-2016

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: _____