Fulton County, GA

Department of Purchasing & Contract Compliance

Cecil S. Moore, CPPO, CPPB, CPSM, C.P.M., A.P.P
Director

July 6, 2011

Re: 11GS79390YB, Canon CR-180II Check Scanners-High Speed

Dear Quoters:

Attached is one (1) copy of Addendum #1, hereby made a part of the above referenced **11GS79390YB**.

Except as provided herein, all terms and conditions in the **11GS79390YB** referenced above remain unchanged and in full force and effect.

Sincerely,

Gertis Strozier

Gertis Strozier
Procurement Officer
7/6/2011

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

Quote **11GS79390YB, Canon CR-180II Check Scanners-High Speed** Replace the current insurance requirements (Item #6 page 4, through 6,) in its entirety, and replace with the attached. Please attach your insurance certificate to online submittal by Friday, July 15, 2011 by 2:00 p.m., Est.

ACKNOWLEDGEMENT OF ADDENDUM NO. 1

The undersigned quoter acknowledges receipt of this addendum by returning one (1) copy of this form with the request for quote package to the Department of Purchasing & Contract Compliance, Fulton County Public Safety Building, 130 Peachtree Street, Suite 1168, Atlanta, Georgia 30303 by the RFQ due date and time **July 15, 2011 at 2:00 P.M., Est.**

This is to acknowledge receipt of Addendum No. 1, _____ day of _____, 2011.

_____

Legal Name of Quoters

_____

Signature of Authorized Representative

_____

Title

Insurance and Risk Management Provisions
Equipment – Sales, Onsite Service and Training

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, with an A.M. Best rating of at least A- VI, subject to final approval by Fulton County. 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 Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Scope of Services 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.

Upon award, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Proof of insurance must be provided to Fulton County Government prior to the start of any activities/services as described in the contract document(s). Any and all Insurance Coverage(s) 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.

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**

Bodily Injury and Property Damage Liability	Each Occurrence	$1,000,000
(Other than Products/Completed Operations)	Aggregate	$2,000,000
Products\Completed Operation	Aggregate	$1,000,000
Personal and Advertising Injury	Limits	$1,000,000
Legal Liability to Participants	Limits	$1,000,000
Damages to Premises Rented to You	Limits	$300,000
Medical Payments for Participants	Limits	$25,000
Professional Liability for Participants	Limits	$1,000,000

CGL - No Exclusion for Abuse, Molestation, Harassment, Sexual Abuse/Conduct Allegations

3. **BUSINESS AUTOMOBILE LIABILITY INSURANCE**

Combined Single Limits	Each Occurrence	$500,000

(Including operation of non-owned, owned, and hired automobiles).

Certificates of Insurance

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least forty-five (45) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers' Compensation) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions. The General Liability Additional Insured language should apply to on-going and completed-operations, using ISO form CG 2010 (11/85 version) or equivalent.

The insurance for the additional insureds shall be as broad as the coverage provided for the named insured Contractor. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided to the Additional Insureds.

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

If Fulton County Government shall so request, the 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 **must** identify the "Certificate Holder" as follows:

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

Important:

It is understood that **Insurance in no way Limits the Liability of the Contractor/Vendor.**

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.

PROTECTION OF PROPERTY

Contractor/Vendor will adequately protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of instruction/services 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 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 instruction/services are being performed.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

To the fullest extent permitted by Law, Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Contractor/Vendor, its directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

Contractor/Vendor's obligation to protect, defend, indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Contractor/Vendor further agrees to protect, defend, indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Contractor/Vendor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

FULTON COUNTY ACKNOWLEDGES THAT ALL PROVISIONS OF THIS INDEMNITY AGREEMENT MAY NOT BE APPLICABLE TO THE CONTRACTOR/VENDOR'S BUSINESS. TO THE EXTENT THAT CONTRACTOR/VENDOR MAY DEMONSTRATE SUCH NONAPPLICABILITY, FULTON COUNTY MAY NEGOTIATE AMENDMENTS TO THIS AGREEMENT AS THE CIRCUMSTANCES DICTATE.

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

COMPANY: _____ SIGNATURE: _____

NAME: _____ TITLE: _____

DATE: _____