



## FULTON COUNTY PURCHASING DEPARTMENT

Winner 2000- 2005 Achievement of Excellence in Procurement Award  
National Purchasing Institute

Jerome Noble, Director



**ADDENDUM NO. 1**  
**INVITATION TO BID- 05RRFP11124YB**  
**Food Management Services for the Fulton County Jail**  
**Fulton County, Georgia**

March 8, 2006

Dear Vendors:

This addendum is in reference to the INVITATION TO BID,  
05RRFP11124YB  
Food Management Services for the Fulton County Jail

1. The deadline for questions and clarifications has been extended to March 13, 2006. The County will not respond to requests received after Monday, March 13, 2006 at 5:00 P.M.
2. The Insurance and Risk Management Provision shall be replaced with attachment A (See the attachment).
3. The following documents are hereby attached by reference and incorporated into RFP 05RRFP11124YC:
  - American Correctional Association's Guidelines
  - U.S. Department of Health and Human Services (USDHHS) Food Service Sanitation Manual

For additional information regarding this addendum contact Malcolm Tyson, Assistant Purchasing Agent at (404) 730-5811.

The undersigned propose acknowledges receipt of this addendum by returning one (1) copy with their bid. Failure to return a signed copy of this addendum with your bid could render your bid to be non-responsive.

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



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Sincerely,

Malcolm Tyson  
Assistant Purchasing Agent  
ACKNOWLEDGEMENT OF ADDENDUM

COMPANY NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



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## ATTACHMENT A

### Insurance and Risk Management Provisions

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/Offeror 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).

Upon award, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. 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 Offeror shall provide a certificate evidencing the following:

**1. WORKERS COMPENSATION – 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 BY ACCIDENT - EACH ACCIDENT | - | \$1,000,000. |
| INSURANCE BY DISEASE - POLICY LIMIT              | - | \$1,000,000. |
| (Aggregate)                                      |   |              |
| BY DISEASE - EACH EMPLOYEE                       | - | \$1,000,000. |

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

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



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- 3. **BUSINESS AUTOMOBILE LIABILITY INSURANCE**  
**Combined Single Limits**                      Each Occurrence                      -                      \$1,000,000  
(Including operation of non-owned, owned, and hired automobiles).
- 4. **ELECTRONIC DATA PROCESSING LIABILITY**  
(Required if computer contractor)                      Limits                      -                      \$1,000,000
- 5. **UMBRELLA LIABILITY** (In excess of above noted coverage's)  
Each Occurrence                      -                      \$2,000,000
- 6. **PROFESSIONAL LIABILITY** Each Occurrence                      -                      \$1,000,000  
(Required if offeror providing quotation for professional services).
- 7. **FIDELITY BOND** (Employee Dishonesty)  
Each Occurrence                      -                      \$ 100,000

8. **BUILDERS RISK**

*(If the bid/quotation involves construction-related services the offeror will provide)*

"All-risk" form of builder's risk insurance providing coverage against loss or damage by fire or other peril on an "all-risk" form, including demolition and increased cost of construction, debris removal and the full replacement cost of the Project foundations and containing an agreed amount endorsement, and, until Final Completion and Acceptance of the Project. Such policy of insurance shall contain at least the following sub-limits of insurance and deductibles:

**Sublimits:**

|                                 |                              |
|---------------------------------|------------------------------|
| Property in Transit             | \$1,000,000                  |
| Property in Offsite Storage     | \$1,000,000                  |
| Plans & Blueprints              | \$25,000                     |
| Debris Removal                  | 25% of Insured Physical Loss |
| Delay in Completion / Soft Cost | TBD                          |

**Deductibles:**

|                               |           |
|-------------------------------|-----------|
| Flood and Earthquake          | \$25,000  |
| Water Damage other than Flood | \$100,000 |
| All other Perils              | \$10,000  |

Owner and Contractor waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 4.2.5 or other property insurance applicable to the Work, accept such rights as they have to the proceeds of such insurance.

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without



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at least thirty (30) 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.

If Fulton County Government shall so request, the Offeror, 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

The Contractor/Vendor shall insure that the Request for Bid/Proposal number and Project Description appears on the Certificate of Insurance.

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



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## INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless the County, it's 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, it's directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection with it's acceptance, or the performance, or nonperformance, of it's obligations under this agreements.

*If the bid/quotation involves construction services the Contractor will be fully responsible for any and all damage to the work during the course of construction, unit the point of Final acceptance by the County.*

THE OFFEROR 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: \_\_\_\_\_