



Fulton County, GA

Department of Purchasing & Contract Compliance

March 25, 2014

Re: 14RFP55555A-CJC, Pharmaceutical Services

Dear Proposers:

Attached is one (1) copy of Addendum 1, hereby made a part of the above referenced proposal.

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

Sincerely,

Charlie Crockett/ CPPB
Assistant Purchasing Agent

Winner 2000 - 2009 Achievement of Excellence in Procurement Award • National Purchasing Institute



14RFP55555A-CJC, Pharmaceutical Services

Addendum No. 1

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The due date and time for the receipt of proposals remains Friday, April 18, 2014 at 11:00 A.M., legal prevailing time.

The following changes are hereby made:

14RFP55555A-CJC, Pharmaceutical Services

Addendum No. 1

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ACKNOWLEDGEMENT OF ADDENDUM NO. 1

The undersigned Proposer acknowledges receipt of this addendum by returning one (1) copy of this form with the proposal package by the due date and time of Friday, April 18, 2014 11:00 AM legal prevailing time.

This is to acknowledge receipt of Addendum No. 1, _____ day of _____, 2014.

Legal Name of Proposer

Signature of Authorized Representative

Title

ATTACHMENT 1

Insurance and Risk Management Provisions Pharmaceutical Services

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Providers. 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. 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.

Evidence 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) 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, and until all work has been completed to the satisfaction of Fulton County Government.

Accordingly the Contractor/Provider 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	\$500,000
Employer's Liability Insurance	BY DISEASE	POLICY LIMIT	
\$500,000			
Employer's Liability Insurance	BY DISEASE	EACH EMPLOYEE	
\$500,000			

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 Operation	Each	Occurrence
\$5,000,000		
Personal and Advertising Injury	Limits	\$1,000,000

Damage to Rented Premises	Limits	\$100,000
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3. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Combined Single Limits (Including operation of non-owned, owned, and hired automobiles).	Each Occurrence	\$1,000,000
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4. UMBRELLA LIABILITY

(In excess of above noted coverages)	Each Occurrence	\$2,000,000
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5. PROFESSIONAL LIABILITY Per Claim/Aggregate

\$3,000,000/\$3,000,000

(Errors and Omission)

Professional Liability (Medical Malpractice) to be scheduled as underlying coverage, in addition to General Liability, Auto Liability and Employers Liability.

Certificates of Insurance

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without 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 Professional Liability) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Contract.

The Contractor agrees to name the Owner and all other parties required of the Contractor/Vendor shall be included as additional insureds on the CGL, using ISO Additional Insured Endorsement forms CG 2010 11/85, its equivalent coverage or on a blanket basis. This 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.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional Liability), 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 **must** identify the "Certificate Holder" as follows:

Fulton County Government – Purchasing and Contract Compliance 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 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.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Consultant/Contractor shall indemnify, release, and hold harmless Fulton County, its Commissioners and their respective officers, members, employees, and agents, from and against all liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments only to the extent such liability arises or results from the negligence of the Consultant/Contractor in the delivery of the Work under this Agreement, but such indemnity is limited to those liabilities arising from a Negligent Professional Act, as defined below. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant/Contractor.

For the purposes of the Professional Services Indemnity above, a "Negligent Professional Act" means a negligent act, error, or omission in the performance of

Professional Services (or by any person or entity, including joint ventures, for whom Consultant/Contractor is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.

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: _____

Filename: ADDENDUM No 1 - 14RFP55555A-CJC Pharmaceutical
Services
Directory: H:\Advertisements\2013\Team A\Cheryl
Template: C:\Users\Lisa.Mckine\AppData\Roaming\Microsoft\Templ
ate\Normal.dotm
Title: [Insert Date]
Subject:
Author: glenn.king
Keywords:
Comments:
Creation Date: 3/25/2014 5:30:00 PM
Change Number: 4
Last Saved On: 3/25/2014 5:35:00 PM
Last Saved By: Crockett, Charlie
Total Editing Time: 7 Minutes
Last Printed On: 3/26/2014 8:03:00 AM
As of Last Complete Printing
Number of Pages: 7
Number of Words: 1,277 (approx.)
Number of Characters: 7,280 (approx.)