



Fulton County, GA

Department of Purchasing & Contract Compliance

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

May 3, 2011

Re: **11RFP04014011A-DR, CONCESSION MANAGEMENT SERVICES FOR THE WOLF CREEK AMPHITHEATER**

Dear Proposer(s):

Attached is one (1) copy of Addendum 1, hereby made a part of the above referenced **11RFP04014011A-DR, CONCESSION MANAGEMENT SERVICES FOR THE WOLF CREEK AMPHITHEATER.**

Except as provided herein, all terms and conditions in the **11RFP04014011A-DR,** referenced above remain unchanged and in full force and effect.

Sincerely,

Donald R. Riley

Donald R. Riley, CPPB
Assistant Purchasing Agent

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



11RFP04014011A-DR, CONCESSION MANAGEMENT SERVICES FOR THE WOLF CREEK AMPHITHEATER

Addendum No. 1

Page Two

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

- 1 A 2nd Pre-Proposal Conference has been scheduled for Friday, May 6, 2011 at 11:00 a.m..
- 2 The following documents are attached:
 - An example of a lay-out plan for placement of concession areas/stands
 - Insurance and Risk Management Provisions

For additional information regarding this addendum, contact Donald R. Riley, CPPB, Assistant Purchasing Agent at (404) 612-7916.

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

Failure to return a signed copy of this addendum could render your bid non-responsive.

ACKNOWLEDGEMENT OF ADDENDUM NO. 1

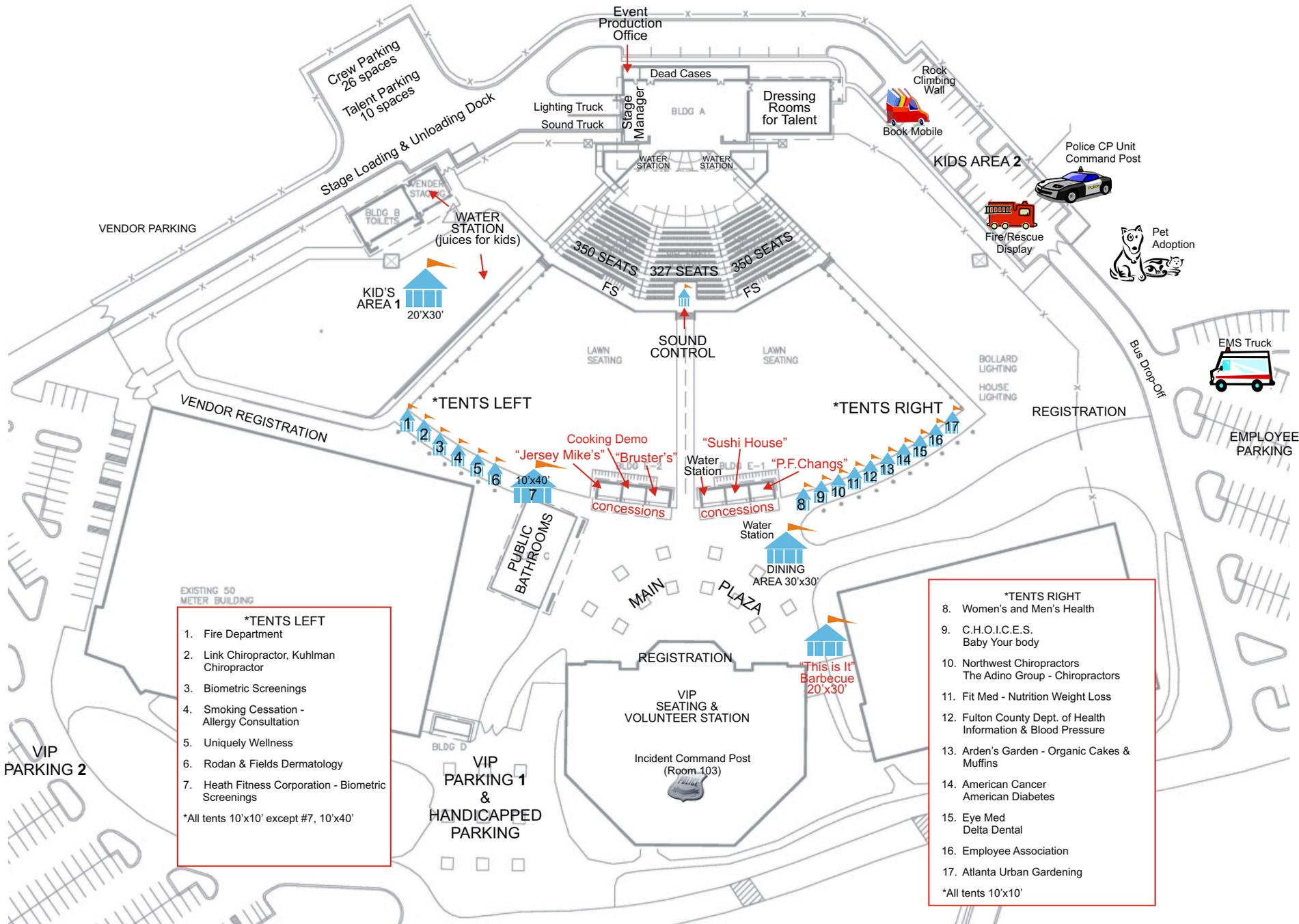
The undersigned proposer acknowledges receipt of this addendum by returning one (1) copy of this form with the proposal package to the Department of Purchasing & Contract Compliance, Fulton County Public Safety Building, 130 Peachtree Street, Suite 1168, Atlanta, Georgia 30303 by the RFP due date and time **Thursday, May 19, 2011, at 11:00 A.M.**

This is to acknowledge receipt of Addendum No. 1, _____ day of _____, 20__.

Legal Name of Bidder

Signature of Authorized Representative

Title



EXISTING 50 METER BUILDING

***TENTS LEFT**

1. Fire Department
2. Link Chiropractor, Kuhlman Chiropractor
3. Biometric Screenings
4. Smoking Cessation - Allergy Consultation
5. Uniquely Wellness
6. Rodan & Fields Dermatology
7. Heath Fitness Corporation - Biometric Screenings

*All tents 10'x10' except #7, 10'x40'

***TENTS RIGHT**

8. Women's and Men's Health
9. C.H.O.I.C.E.S. Baby Your body
10. Northwest Chiropractors The Adino Group - Chiropractors
11. Fit Med - Nutrition Weight Loss
12. Fulton County Dept. of Health Information & Blood Pressure
13. Arden's Garden - Organic Cakes & Muffins
14. American Cancer American Diabetes
15. Eye Med Delta Dental
16. Employee Association
17. Atlanta Urban Gardening

*All tents 10'x10'

Insurance and Risk Management Provisions Concession Management Services – Wolf Creek Amphitheater

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 Name and 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

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 received by Fulton County Government prior to the start of any activities/services as described in the bid. 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	\$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	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	Limit	-	\$1,000,000
Fire Damage	Limits	-	\$100,000

CGL - No Exclusion for Sexual Abuse Allegations

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Combined Single Limits	Each Occurrence	-	\$500,000
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(Including operation of non-owned, owned, and hired automobiles).

4. **LIQUOR LIABILITY**
(Required if alcoholic beverages are provided/served) Limits - \$5,000,000
5. **UMBRELLA LIABILITY**
(In excess of above noted coverage's) Each Occurrence - \$2,000,000
6. **FIDELITY BOND AND CRIME**
(Employee Dishonesty - Theft) Each Occurrence - \$500,000
Above to include 3rd Party Coverage
7. **EMPLOYMENT PRACTICES LIABILITY** Each Loss / Total All Losses - \$1,000,000

Certificates:

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 Contractor agrees to name Fulton County Government as additional insured on the CGL, using ISO Additional Insured Endorsement form CG 2010 11/85 or its equivalent coverage to the additional insured. This insurance for the additional insured 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 Insured.

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 should be sent to Fulton County Government and must identify the "Certificate Holder" as follows:

Fulton County Government – Purchasing 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 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

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: _____