



Department of Purchasing & Contract Compliance

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

Fulton County, GA

September 12, 2011

Re: 11ITB80101A-CJC-Locum Tenens Positions Staffing Services

Dear Bidders:

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

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

Sincerely,

Charlie Crockett

Charlie Crockett, APA
Assistant Purchasing Agent

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



**11ITB80101A-CJC-Locum Tenens Positions Staffing Services
Addendum No. 1
Page Two**

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

- There will be no Bid Bond, Payment and Performance requirement for this project.
- Attached questions submitted for clarification and interpretation.
- See attached Insurance and Risk Management Provisions approved by the County's Risk Management Office.

**11ITB80101A-CJC-Locum Tenens Positions Staffing Services
Addendum No. 1
Page Three**

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 ITB due date and time **Thursday, September 29, 2011, 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

Questions submitted for Interpretation and Clarification:

Page 8, #11 Bid and Contract Security

"A bid bond for an amount equal to five percent (5%) of the bid amount must accompany each Proposal. The bid bond shall be submitted in a separate, sealed envelope marked "Bid Bond".

- Please advise if a Bid Bond is indeed required with bidder's proposals? **There is no Bid Bond or Payment and Performance bond requirement for this project.**

Page 20, Section 2, Bid Form

- Can you please clarify the "Base Bid Amount"? **Use the Pricing Form only.**

Page 62, Section 6, Insurance and Risk Management Provisions

- Locum Tenens physicians supplied pursuant to this contract by law are considered Independent Contractors. Independent Contractors are not eligible for Workers Compensation, Commercial General Liability or Automobile Insurance through bidders insurance carriers. When Fulton County is supplied with proof of bidders WC, CGL, and AUTO, it will only cover *employees* of bidder, not physicians/independent contractors. Independent Contractor Physicians are only supplied with Professional Liability insurance. Is this acceptable to Fulton County? **See attached Insurance and Risk Management Provisions approved by Fulton County Risk Management Office.**

Furthermore, with the knowledge that physicians are Independent Contractors only, Page 63 states the requirement of adding Fulton County as an additional insured to bidders CGL policy.

- What is the purpose of additional insured requirement?
 - **See attached Insurance and Risk Management Provisions approved by Fulton County Risk Management Office.**
- Would Fulton County agree to being added as a Certificate Holder to the CGL policy, in lieu of additional insured? **No.**
- Can this language be adjusted to further reflect the Independent Contractor status? **See attached Insurance and Risk Management Provisions approved by Fulton County Risk Management Office.**

**Insurance and Risk Management Provisions
Locums Tenens Position Staffing Services**

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 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 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 bid document(s). 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 General Aggregate	\$1,000,000 \$2,000,000
Products\Completed Operation Personal and Advertising Injury Fire Damage	Aggregate Limit Limits Limits	\$2,000,000 \$1,000,000 \$100,000

CGL - No Exclusion for Sexual Abuse Allegations

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	\$1,000,000
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5. PROFESSIONAL LIABILITY (Medical Malpractice)

Per Claim/Aggregate	\$2,000,000/\$3,000,000
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Professional Liability (malpractice) to be scheduled as underlying coverage, in addition to General Liability, Auto Liability and Employers Liability.

General Liability and Professional Liability (Malpractice) and Umbrella coverage provided on a Claims-made basis, must 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, Vendor must purchase and evidence full Extended Reporting Period (ERP) coverage.

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 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 or its equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured. It 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 E&O), 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

Certificates **must** list Project Name (where applicable).

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

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 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: _____