



BOARD OF EDUCATION

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DATE: August 6, 2020

TO: All Offerors

FROM: Angela R. Young *S. Cannon (for)*
Executive Director of Contracting

RE: Request for Proposal No. 104-21, Fleet Third Party Administrator (TPA) Services

Please see Addendum No. 1 for the above-referenced solicitation.

ADDENDUM NO. 1
RFP NO. 104-21
FLEET THIRD PARTY ADMINSTRATOR (TPA) SERVICES

A. The following changes have been made to the above-referenced solicitation:

Delete: Pages 27, 28 and 29

Add: REVISED 08/06/2020 Pages 27, 28 and 29

B. All other terms and conditions remain the same.

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REVISED 08/06/2020, PAGE 27
ADDITIONAL CONDITIONS

12. CONFLICT OF INTEREST

As part of the negotiation process, the Offeror is required to disclose the name of any officer, director, employee, agent or consultant who is also an employee of FCS and the name of any FCS employee who owns, directly or indirectly, a stock interest in the Offeror's firm or any of its branches. The Offeror is required to disclose any other real or apparent conflict of interest with any FCS employees.

13. PIGGYBACK CLAUSE

This solicitation allows for other State and Local Government to buy off the awarded contract at the same prices quoted during the effective term, pending agreement between Offeror and the third-party entity.

14. COVID-19

Required Precautionary Measures for COVID-19

The novel coronavirus, SARS-CoV-2 (“**COVID-19**”) has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious. Offeror acknowledges that Offeror, its employees, agents and subcontractors (collectively, including Offeror, the “**Offeror Parties**”) are at risk of exposure to COVID-19 in any public place where people are present, including without limitation while on site at the District. ~~Offeror must comply, and ensure compliance by all Offeror Parties, with the provisions of this Section and all applicable laws, rules and regulations, including any then-effective Executive Order issued by the Georgia Governor’s Office, regarding COVID-19 precautions, as well as all District policies and guidelines. Such measures shall at a minimum include implementation and compliance with the requirements of this Section.~~

~~Any person entering District premises waives all civil liability against the premise’s owner and operator for any injuries caused by the inherent risk associated with contracting COVID-19 at public gatherings. except for gross negligence, willful and wanton misconduct, reckless infliction of harm, or intentional infliction of harm, by the individual or entity of the premises.~~

Offeror must comply, and ensure compliance by all Offeror Parties, with the provisions of this Section and all applicable laws, rules and regulations, including any then-effective Executive Order issued by the Georgia Governor’s Office, regarding COVID-19 precautions, as well as all District policies and guidelines. Such measures shall at a minimum include implementation and compliance with the requirements of this Section.

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- (a) Offeror Parties shall:
- (i) Screen and evaluate workers for Symptoms of COVID-19; (e.g. symptoms identified by the Centers for Disease Control and Prevention as symptoms of COVID-19, including without limitation at least the following: fever or chills; cough; shortness of breath or difficulty breathing; fatigue; muscle or body aches; headache; new loss of taste or smell; sore throat; congestion or runny nose; nausea or vomiting; and diarrhea). Workers who exhibit Symptoms of COVID-19 shall not report to work or enter the job site;
 - (ii) Post a sign at the jobsite stating that individuals who have Symptoms of COVID-19 shall not enter the jobsite;
 - (iii) Provide Personal Protective Equipment (e.g. facemasks, protective gloves, protective clothing, protective garments, and shoe coverings) as available and appropriate to the function and location of the worker within the jobsite;
 - (iv) Provide disinfectant and sanitation products for workers to clean their workspace, equipment, and tools;
 - (v) Enhance sanitation as appropriate and disinfect common surfaces regularly;
 - (vi) Require handwashing or sanitation at appropriate places within the jobsite;
 - (vii) Prohibit handshaking and unnecessary person-to-person contact; and
 - (viii) Require workers to wear face masks, face coverings and/or face shields at all times when the worker is inside a facility or building at the jobsite.
- (b) While on site, Offeror must require and enforce Social Distancing (as hereinafter defined) among all Offeror Parties to the extent then required by law. If Social Distancing is not then required by law, Offeror must still require and enforce Social Distancing among all Offeror Parties to the extent practicable while on site, until further written notice from the District. As used herein, “**Social Distancing**” means keeping space between each person and other people. Persons practicing Social Distancing should stay at least six (6) feet from other people and avoid assembling in groups. The Social Distancing requirement does not apply to cohabitating persons, family units, or roommates residing together in private homes, whether inside or outside of their homes or place or residence.
- (c) For contact-tracing purposes, Offeror must record the names and telephone numbers of all Offeror Parties who are on site each day; this may be accomplished through a daily sign-in sheet or other such documentation. The daily sign-in sheets or other such documentation must be maintained by Offeror for a period of twelve (12) months after the expiration or earlier termination of this contract, and Offeror shall provide copies of the same to the District promptly upon request. This subsection (c) shall survive the expiration or earlier termination of this agreement.
- (d) All known cases of COVID-19 among Offeror Parties and all known cases of exposure to COVID-19 among Offeror Parties must be immediately reported to the District by

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submitting an email to COVID19reporting@fultonschools.org, reporting a diagnosis and/or exposure to COVID-19. Names and other personally identifiable information of the persons diagnosed or exposed shall not be reported to the District. Offeror will, however, take appropriate action to ensure any person diagnosed does not return to the jobsite until medically cleared to return; and each person exposed to COVID-19 does not return to the jobsite until symptom-free for at least 14 days from the last known exposure to COVID-19.

- (e) The District shall have the right to suspend the work or modify protocols applicable to the work, without incurring damages for delay or other liability, due to (i) any known cases of, or exposure to, COVID-19 among the Offeror Parties, and/or (ii) any legal requirements mandating suspension of the work or modification of protocols applicable to the work due to COVID-19.

- (f) **Indemnification and Waiver of Liability. By entering into this contract, Offeror acknowledges and agrees that an inherent risk of exposure to COVID-19 exists in any public place where people are present. By entering onto the jobsite, and in consideration of the benefit of this contract, all Offeror Parties voluntarily assume all risks related to exposure to COVID-19 and forever waive and release from liability, discharge, indemnify and hold harmless Fulton County Schools, Fulton County Board of Education, and their respective, officers, board members, employees, agents, contractors, and volunteers (collectively, “District Parties”) against all liabilities, claims, suits, and damages for illness or injury, including death, related to exposure to COVID-19 except for gross negligence, willful and wanton misconduct, reckless infliction of harm or intentional infliction of harm.** Offeror further covenants not to sue, agrees not to file, nor cause to be filed, nor participate in, any lawsuit, claim, counterclaim, legal action or threat of legal action against the District Parties as a result of any Offeror Parties or their respective contacts contracting COVID-19 or other illness, including claims for illness or injury, including death. If Offeror Parties or their respective contacts take any steps to make any claim(s) against any District Parties, Offeror shall be obligated to pay all attorneys’ fees and costs incurred by the District Parties as a result of such claim(s). This Section shall survive the expiration or earlier termination of this agreement.