Department of Purchasing & Contract Compliance

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

Fulton County, GA

March 30, 2010

Re: **10RFP71997YC-BL, Jail Inmate Physical Healthcare Services**

Dear Proposers:

Attached is one (1) copy of Addendum 6, hereby made a part of the above referenced 10RFP71997YC-BL, Jail Inmate Physical Healthcare Services

Except as provided herein, all terms and conditions in the 10RFP71997YC-BL, Jail Inmate Physical Healthcare Services referenced above remain unchanged and in full force and effect.

Sincerely,

William E. Long, Jr., CPPB
Chief Assistant Purchasing Agent

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

Please refer to the attached sheet that addresses the following items that are changed in the original solicitation:

- **Multi-Year Contract Term**
- **Commencement Term**
- **Renewal Term**
- **Term Subject to Events of Termination**
- **Same Terms**
- **Statutory Compliance Regarding Purchase Contracts**

ACKNOWLEDGEMENT OF ADDENDUM NO 6.

The undersigned proposer acknowledges receipt of this addendum by returning one (1) copy of this form with the proposal package to the Purchasing Department, Fulton County Public Safety Building, 130 Peachtree Street, Suite 1168, Atlanta, Georgia 30303 by the RFP due date and time ***April 14, 2010*, 11:00 A.M.**

This is to acknowledge receipt of Addendum No. , _____ day of _____, 2010.

_____
Legal Name of Bidder

_____
Signature of Authorized Representative

_____
Title

RFP

2.6 MULTI-YEAR CONTRACT TERM

The period of this Agreement shall consist of a series of Terms as defined below. The County is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the County's then current fiscal year.

a. Commencement Term.

The "Commencement Term" of this Agreement shall begin on the date of execution of the Agreement in the year 2010, the starting date, and shall end absolutely and without further obligation on the part of the County on the 31st day of December, 2010. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

b. Renewal Terms.

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for two (2) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1st day of January, 2011 and shall end no later than the 31st day of December, 2011. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2012 and shall end no later than the 31st day of December, 2012. If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

c. Term Subject to Events of Termination.

All "Terms" as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the County's rights upon termination.

d. Same Terms.

Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.

e. Statutory Compliance Regarding Purchase Contracts.

The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.