



Fulton County, GA

# Department of Purchasing & Contract Compliance

April 9, 2014

Re: 14RFP55555A-CJC, Pharmaceutical Services

Dear Proposers:

Attached is one (1) copy of Addendum 2, 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



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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:

- Attachment#1-Questions Submitted for Clarification
- Attachment#2-Section 2-5: Terms of Contract
- Attachment#3-Insurance and Risk Management Form

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ACKNOWLEDGEMENT OF ADDENDUM NO. 2

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. 2, \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Legal Name of Proposer

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title

## ATTACHMENT- #1

### Questions Submitted for Clarification

1. Would being a closed-door pharmacy prevent me from being awarded the contract if I am willing to deliver to patients? **No.**
2. What hours would the pharmacy be expected to be available to the clinics and patients? **The County does not state specific hours. Our hours are 8:30a.m. to 5:00p.m.,the successful vendor should accommodate clients who work.**
3. What happens in case of an emergency? Is the pharmacy on call? **The Vendor should submit a plan to address after hours needs of patients.**
4. There is another pharmacist who works with me as an Independent Contractor; would I still need a Worker's Compensation/Employer's Liability Insurance policy? **Secondly, the Contractor is required to provide evidence of workers compensation/employers liability insurance regardless of the number of employees.**

\*\*\*\*For our current outside Pharmacy contract/vendor.

5. What is the total number of prescriptions filled per year? **In 2013: total prescriptions filled=882.**
6. What is the average number of prescriptions filled per month? **In 2013: 73.5**

\*\*\*\*For our internal Pharmacy at West Mental Health Center:

7. What is the total number of prescriptions filled per year? **In 2013: total prescriptions filled=1667.**
8. What is the average number of prescriptions filled per month? **In 2013: 139**
9. About how many Behavioral Health clients (Adult & child/adolescent) are seen in a year? **About 3000 in clinic**

## **ATTACHMENT- #2**

### **Term of Contract**

The term of the contract change from the initial term of the contract shall be for a one (1) year term, with three (3), one (1) year renewal options to the following:

The initial term of the contract shall be for a one (1) year term, with five (5), one (1) year renewal options

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 2014, the starting date, and shall end absolutely and without further obligation on the part of the County on the 31<sup>st</sup> day of December, 2014. 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 five (5) 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 1<sup>st</sup> day of January,

2015 and shall end no later than the 31<sup>st</sup> day of December, 2015. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1<sup>st</sup> day of January, 2016 and shall end no later than the 31<sup>st</sup> day of December, 2016. If approved by the County Board of Commissioners, the Third Renewal Term shall begin on the 1<sup>st</sup> day of January, 2017 and shall end no later than the 31<sup>st</sup> day of December, 2017. If approved by the County Board of Commissioners, the Fourth Renewal Term shall begin on the 1<sup>st</sup> day of January, 2018 and shall end no later than the 31<sup>st</sup> day of December, 2018. If approved by the County Board of Commissioners, the Fifth Renewal Term shall begin on the 1<sup>st</sup> day of January, 2019 and shall end no later than the 31<sup>st</sup> day of December, 2019. 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.

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## **ATTACHMENT- #3**

### **Insurance and Risk Management Forms**

The Products/Completed Operations Limits should be \$2 Million.