

# **County of Marin, CA**

## **Request for Proposal**

### **Addendum-3**

**(Clarification of RFP Requirements)**

## **Administrative Technologies of Marin (ATOM) Project**

**Issue Date: November 20, 2013**

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**Notice to all potential proposers:**

Notice is hereby given to all potential Proposers that this is an addendum to the RFP for the purpose of clarifying RFP requirements in the Administrative Technologies of Marin (ATOM) Project RFP. The following language will replace in entirety page 31, Section 3.13 on page 44 and pages 72-73 in their entirety.

**Replacement language on pages 2-5 of this Addendum:**

### 3 Proposal Response Format

To facilitate the analysis of responses to this RFP, the Vendor is required to prepare their proposals in accordance with the instructions outlined in this section. **Vendors must respond in full to all RFP sections and follow the RFP format (section numbering, etc.) in their response. Failure to follow these instructions may result in rejection.**

**For each question asked in the RFP, the proposer shall provide in their response, the question asked and their answer using the section numbering of the RFP.**

Proposals shall be prepared to satisfy the requirements of the RFP. *EMPHASIS SHOULD BE CONCENTRATED ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT.* All parts, pages, figures, and tables should be numbered and labeled clearly. The proposal should be organized as follows:

Section	Title
Separate Sealed Document	Proposal Signature Form (includes form 6.2)
1	Executive Summary
2	Company Background (includes form 6.5)
3	Application Software
4	Technical Infrastructure (includes form 6.6)
5	Vendor Hosted Option (includes form 6.7)
6	Implementation Plan (includes forms 6.8 & 6.9, 6.10)
7	Staffing Plan (includes form 6.11)
8	Ongoing Support Services (includes form 6.12)
9	Functional System Requirements
10	Client References (includes form 6.13)
11	License and Maintenance Agreements
12	Exceptions and Deviations
13	Other Required Forms and Attachments (includes forms 6.3, 6.4)
14	Cost Proposal
15	Addenda
Separate Sealed Document	Cost Proposal

Instructions relative to each part of the response to this RFP are defined in the remainder of this section.

Costs for the Vendor's proposed solution should be submitted on the proposal pricing forms provided in the included Microsoft Excel pricing spreadsheet. Costs should include the complete costs for the solution including travel and operating costs. Use additional pages as needed.

### 3.13 Other Required Forms and Attachments (Section 13)

Please provide all other required forms in this section:

- a. Contract terms and conditions compliance checklist
- b. Contract terms and conditions compliance checklist – Exception explanation
- c. Non-Collusion Affidavit
- d. Minimum Criteria
- e. For Vendors who are proposing a hosted solution, please additionally supply a copy of your Independent Service Auditor's Opinion Letter from your most recent SAS70 audit.

## **6 Contract Terms & Conditions Compliance Checklist**

Proposal responders are to mark the Comply, Exception, or Not Comply column. Comply indicates the proposal responder understands and agrees to comply fully. Exceptions must be fully explained on the bottom portion of this page. The Client reserves the right to reject any proposal for non-compliance with one or more of the specifications.

<b><u>Contract Terms and Conditions Compliance Checklist</u></b>				
<b>#</b>	<b>Title</b>	<b>Comply</b>	<b>Exception</b>	<b>Not Comply</b>
5.1	Scope of Agreement			
5.2	Professional Services Warranty			
5.3	Indemnification			
5.4	Pricing			
5.5	Insurance Coverage			
5.6	Entire Agreement Clause			
5.7	Identification of Parties to the Agreement Clause			
5.8	Agreement Extension and Modification Clause			
5.9	Term and Termination Clause			
5.10	7Applicable and Governing Law Clause			
5.11	Freedom of Information Act			
5.12	Confidentiality			
5.13	Title and Confidentiality			
5.14	Notices Clause			
5.15	Survival Clause			
5.16	Force Majeure Clause			
5.17	Force Majeure Requisites			
5.18	120 Day Maximum			
5.19	Right of Cancellation			
5.20	Incorporation by Reference			
5.21	Risk During Equipment/Software Storage and Installation			
5.22	Patents, Copyrights, and Proprietary Rights Indemnification			
5.23	Subcontractors			
5.24	Effect of Regulation			
5.25	Control of Sub-Contractor, Project Team and Project Manager Designation			
5.26	Assignments			
5.27	Vendor as Independent Contractor			
5.28	Warranty			
5.29	Resolution and Response Time Warranty			
5.30	Continuity of Warranty			
5.31	Final Acceptance of the System			
5.32	Standard Forms and Contracts			
5.33	Advertisement			
5.34	Password Security			

5.35	Non-Performance Escalation Procedures			
5.36	Legal Jurisdiction			
5.37	Replication of Software			
5.38	Project Schedule and Acceptance.			
5.39	Acceptance Testing			
5.40	Non-Collusion			
5.41	Annual Maintenance and Support Fees			
5.42	Payment Terms			
5.43	Travel Expense Reimbursement			
5.44	Source Code			
5.45	Programming Services			
5.46	Video Taping			
5.47	Major Releases/Upgrades			
5.48	Solution Longevity			
5.49	Successor Software Products			
5.50	Year 2000			
5.51	Conflict of Interest			
5.52	Subcontracts			
5.53	Changes in Agreement			
5.54	Intellectual Property			
5.55	Funding Out			
5.56	Use of Licenses by Personnel Who Are Not Employees			
5.57	Disaster Recovery & Disaster Recovery Testing			
5.58	Right to Outsource			
5.59	Unlimited Liability for Software Vendor Infringement			
5.60	Vendor Merger or Acquisition			
5.61	Functionality Replacement			
5.62	Liquidated Damages			
5.63	Equal Opportunity Employment/Nondiscrimination Policy			
5.64	508 Compliance			
5.65	No Solicitation of Employees			
5.66	Furnished Services			
5.67	Licensing and Permits			
5.68	Books of Record and Audit Provision			
5.69	Acknowledgement of Exhibits			