



ADA COUNTY PROCUREMENT

200 West Front Street
Boise, Idaho 83702-7300

DATE: June 12, 2015
TO: ALL PLAN HOLDERS
FROM: ADA COUNTY PROCUREMENT
NO. OF PAGES: 4

RFP15033
Ada County Cloud Based Billing System
PROPOSAL DUE: June 22, 2015 4:00 p.m. Local Time
Ada County Procurement 200W. Front St. Rm 2210 Boise, ID 83702

ADDENDUM NO. 1

NOTICE TO PROPOSERS:

1. This addendum shall be considered part of the documents for the above-mentioned project as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original documents, this addendum shall govern and take precedent.
2. Proposers are hereby notified that they shall make any necessary adjustment in their estimates on account of this addendum. It will be construed that each proposal is submitted with full knowledge of all modifications and supplemental data specified herein.
3. **Proposers must acknowledge in their proposals that all addenda has been received or the proposal may be deemed non-responsive.**

➤ **Questions received prior to June 10, 2015 4:00 p.m. local time cut-off**

Questions Submitted Prior to June 10, 2015 Cut Off

1. Do we just need to be able to allow the users to flag which accounts are within the new annexation area (Item #8 Scope of Work - Annexation)?

Answer: We are not specifically locked into a “flagging” of accounts. We want to see how your system will help us to efficiently identify accounts within the annexation area (map or street address range), close those accounts as of the final service date and issue a final bill with a statement message notifying the customer of the status.

- a. Again is this just a matter of flagging the accounts?

Answer: No. Flagging is the term we use for our current process of identifying the impacted accounts and coding them for closure and reporting purposes. We receive an annexation ordinance from the municipality, usually with a map of the annexation and sometimes a list of property tax parcel numbers and/or street addresses included within the annexed area. We then need to enter an end service date, close date and prepare a final bill with statement message advising the customer of the change.

- b. Is this a special message that gets printed on Final Bills?

Answer: Yes. Variables may include name of municipality, annexation ordinance number and final service date.

2. Will the demonstrations be on-site, or can they be done remotely via the web?

Answer: Either method works for us.

3. The agreement attached in the RFP documents terminates no later than September 30, 2015?

Answer: Ada County, by law, cannot obligate itself to make payments beyond the current fiscal year, which ends on September 30, 2015.

- a. Is this just the agreement for the installation, etc. (concerns with RFP agreement)?

Answer: The agreement is for System installation and training, until full acceptance of System by County. A Separate cloud-based subscription agreement, submitted as part of Proposal, will provide the agreement for the subsequent, on-going cloud based services.

- b. If so, what agreement goes in place beyond this (concerns with RFP agreement)?

Answer: Vendor agrees that it will provide System support at a minimum, as follows:

- i. Full support during the installation of the System, until full acceptance of the System by County. Vendor shall correct any aspect of System that does not meet the requirements of Vendor’s Proposal during all testing and go-live periods, prior to formal acceptance.
 - ii. Vendor must provide for a separate cloud-based subscription agreement, in accordance with its Proposal, to terminate on September 30, 2015. Said agreement may be renewed, in writing, by Vendor and County for subsequent one (1) year terms, commencing on October 1 and ending on September 30 of each term.

- c. We do have our own Agreement that will need to be signed by Ada County. Will Ada County sign the vendor's agreement?

Answer: There is no guarantee that Ada County will sign a Vendor's agreement. There may be provisions in such an agreement that would not be acceptable to Ada County, for a variety of reasons. However, we would invite you to submit any Vendor's agreement with your proposal for consideration.

- d. Regarding Section G of the Agreement - Insurance. We have most of the insurance required, but not all. Will the county consider modifying it insurance requirements to come to an agreeable resolution?

Answer: Vendor should state, in its Proposal, the degree to which it is able or unable to meet the required insurance coverages. The Professional Liability (Miscellaneous Errors and Omissions Liability) coverage is required with the stated limits. Other insurance coverage/limits may be negotiable, but without knowing what the Vendor lacks, Ada County cannot guarantee that it will be.

- e. Regarding Section F of the Agreement – System Support. Regarding defects, errors, etc. We cannot commit to this. It is too vague and leaves too much up to individual perception. Will the County consider modifying this section?

Answer: See Question b. above

- f. Regarding Section H of the Agreement – Indemnification. We cannot commit to this section the way it is worded. Will the county consider modifying this section?

Answer: Vendor is welcome to suggest an alternative wording to this Section, but without specific information as to what the Vendor finds objectionable, Ada County will not reword it, at this time. The general requirement that Vendor be legally responsible for its actions and defend Ada County in connection with allegations made against Ada County, arising from the Vendor's actions, will not change.

- g. Regarding General Terms / Section B Subcontractors. If our hosting provider is considered a subcontractor under this agreement, we cannot be held liable for "non-performance of work" if their hosting is down, unless there are parameter definitions in place ahead of time that both parties agree on that constitute reasonable versus unreasonable downtime. Would the county consider modifying this section?

Answer: Vendor should state in its Proposal whether it will act as the hosting provider or use a third party for this service. Ada County understands that there will be periods of downtime in the service, and would only be concerned if Vendor or its hosting provider were acting in a negligent manner in connection with the provision of services.

Section IV, paragraph B is modified as follows: Services and/or equipment required by this Agreement shall not be subcontracted by Vendor, unless specified by Vendor in its Proposal, or unless with the prior written approval of County. Approval by County of Vendor's request to subcontract or acceptance of or payment for subcontracted work by County shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of the work, as required by this Agreement. Vendor shall be and remain liable for all damages to County caused by negligent performance or *negligent* non-performance of work under this Agreement by Vendor's subcontractor.

- h. Regarding General Terms / Section C Venue. If this agreement is to go beyond implementation, we would want to have this in Blair County, Pennsylvania. Would the county consider modifying this section?

Answer: Paragraph C only pertains to legal actions filed in connection with the agreement with Vendor, by either party. Ada County does not normally waive the requirement that venue for any such action occur in the Fourth Judicial District of Idaho. However, Vendor is free to object to this provision and offer an alternative venue and reason for requiring it.