



Fulton County, GA

Department of Purchasing & Contract Compliance

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

May 12, 2011

Re: #11ITB78282K-DB
Oracle Primavera Software Application for Library Construction Management

Dear Bidders:

Attached is one (1) copy of Addendum 1, hereby made a part of the above referenced #11ITB78282K-DB; Oracle Primavera Software Application for Library Construction Management.

Except as provided herein, all terms and conditions in the ITB referenced above remain unchanged and in full force and effect.

Sincerely,

Darlene A. Banks 

Darlene A. Banks,
Assistant Purchasing Agent

Winner 2000 - 2009 Achievement of Excellence in
Procurement Award • National Purchasing Institute



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Addendum No. 1
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ACKNOWLEDGEMENT OF ADDENDUM NO. 1

The undersigned bidder acknowledges receipt of this addendum by returning one (1) copy of this form with the bid package to the Purchasing Department, Fulton County Public Safety Building, 130 Peachtree Street, Suite 1168, Atlanta, Georgia 30303 by the ITB due date and time **Monday, May 23, 2011, 11:00 A.M.**

This is to acknowledge receipt of Addendum No. 1, _____ day of _____, 2011.

Legal Name of Bidder

Signature of Authorized Representative

Title

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

Questions & Answers:

Question: Re: Bid Documents and Requirements #20 (Basis of Award): it is stated that the contract will be awarded on a lump sum basis to the successful bidder. Does this mean Fulton County requires the award to go to one vendor for all software and associated services? Or can bidders submit bids for strictly software and no services or vice-versa?
Department of Purchasing & Contract Compliance

Answer: Yes, Fulton County will award one vendor a contract for all software and associated services.

Question: Re: Bid Documents and Requirements #20 (Basis of Award): It is stated that a 5% Bid Bond, as well as a Performance Bond and Payment Bond (each for 100% of the contract amount) will be required from the successful bidder on or before the Notice to Proceed. This procurement is for “commercial off the shelf software” (COTS) and related services, which, from our experience, typically doesn’t carry such a requirement. Will the county waive these bonding requirements?

Answer: Delete Section 4; Bid Bond Requirements, Section 8A; Performance Bond and Section 8B; Payment Bond Requirements in its entirety.

Question: Regarding insurance requirements (#5 and #6).
We sometimes see these requirements for contracts that require software development by the vendor. As you know, this bid pertains to off the shelf software and there is no requirement for development nor interface work to other systems. Can this requirement be waived?

Answer: No because this procurement requires the vendor to deploy/install the software.

Question: Re: Contract Document Article #34 (Time of Payment): It is stated “Invoices received after the first (1st) calendar day of the month may not be paid until the last day of the following month”. Does this mean payment would not be made to the vendor then until 60 days after the invoice is received if the invoice is received on the 2nd or 3rd day of the month? (This may happen if the first day on the month falls on a Saturday or Sunday).

Answer: Please read Article 34 INVOICING AND PAYMENT in its entirety.

Article 34, Invoicing and Payment

The County shall make payments to Contractor by U.S. mail approximately thirty (30) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

Question: Re: Section 14, Appendix A (IT Standard and Technical Requirements) 1.2 Testing Requirements: Upon receipt of letter of certification from the proposer, the system shall demonstrate a “total availability of 99.99% or more”. Please elaborate on what this means?

Answer: The vendor shall provide a design of the software application (including recommended hardware requirements) that will allow for a high-availability system. The vendor must also provide confirmation of test results that meet or exceed an availability of 99.99%.

Question: Re: Section 14, Appendix A (IT Standard and Technical Requirements) 1.2 Testing Requirements: “Once this acceptance testing is complete and Fulton County verifies the acceptable installation, the warranty period will begin” - Based on Oracle’s software maintenance policy, the maintenance contract (and software warranty) starts the day the software is procured – not after the 60 day acceptance. Is this a problem?

Answer: The exact terms of the warranty period will be establish and finalized during the negotiation of the contract.