

ADDENDUM No. 4

(please sign and return with the submittal)

CHANGES

1. Section 5, Standard Terms and Conditions, 5.7, City's Contractual Rights, (G), Work Product, Equipment, and Materials has been revised to read as follows:

Work Product, Equipment, and Materials: Subject to applicable license terms, all work product, equipment, or materials created or purchased under this Contract belongs to the City and must be delivered to the City at the City's request upon termination of this Contract. Contractor agrees to assign to the City all rights and interests Contractor may have in materials prepared under this Contract that are "works for hire" within the meaning of the copyright laws of the United States, including any right to derivative use of the material.

In the case of software, ownership and usage rights may be determined by the licensing model selected by the City and may be subject to the end user's license terms and conditions.

2. Section 6, Special Terms and Conditions, 6.17, Holdbacks; Shift in Payment Schedule, has been revised as follows:

If Contractor fails to meet, perform, or deliver any of the Deliverables specified within the Scope of Work, the City, at its discretion, may holdback (retain a portion of any payment due), or adjust the payment schedule (if applicable) until the Deliverable not met, performed, or delivered is met, performed, or delivered as specified or required.

If holdbacks are employed, ninety percent (90%) of payment for deliverables shall be billable upon completion by Contractor, and written acceptance, of the deliverables by the City. The remaining ten percent (10%) of payment for the deliverables shall be billable and payable only upon final system acceptance by the City.

3. Section 6, Special Terms and Conditions, 6.38, Intellectual Property Rights has been revised as follows:

Subject to applicable license terms, Contractor grants the City a nonexclusive, non-transferable (except to a wholly-owned subsidiary of the City), and royalty-free right and license to install, use, and maintain the software, application(s), or similar technology to be provided to the City pursuant to this Agreement (collectively, the "Deliverables") for the City's internal or business purposes. The City shall further have the right to reproduce the Deliverables to the extent reasonably necessary for such purposes. The City shall not, without the Consultant's prior written consent, transfer or sub-license its foregoing license rights (except to a wholly-owned subsidiary of the City) or reverse engineer, decompile, or otherwise attempt to derive source code from the Deliverables.

In the case of software, ownership and usage rights may be determined by the licensing model selected by the City and may be subject to the end user's license terms and conditions.

QUESTIONS AND ANSWERS

No.	Question	Answer
1.	Section 6 - Special Terms and Conditions – 6.17 Holdbacks; Shift in Payment Schedule – Can the PMC provide stronger definitions around amount of holdback, length of time and how the vendor cures?	Refer to this Solicitation Addendum No. 4, Changes.

OFFEROR'S INQUIRIES AND CITY'S RESPONSES

No.	Solicitation Section	Original Language	Requested Exception or Inquiry	City Response
1.	Section 5, Standard Terms and Conditions, 5.7 (G), Contract Performance	Work Product, Equipment, and Materials: All work product, equipment, or materials created or purchased under this Contract belongs to the City and must be delivered to the City at the City's request upon termination of this Contract. Contractor agrees to assign to the City all rights and interests Contractor may have in materials prepared under this Contract that are "works for hire" within the meaning of the copyright laws of the United States, including any right to derivative use of the material.	The work produced under this contract would not pass to City. The software implemented would be licensed for the term of the contract.	Refer to this Solicitation Addendum No. 4, Changes.
2.	Section 6, Standard Terms and Conditions, 6.17, Holdbacks; Shift in Payment Schedule	If Contractor fails to meet, perform, or deliver any of the Deliverables specified within the Scope of Work, the City, at its discretion, may holdback (retain a portion of any payment due), or adjust the payment schedule (if applicable) until	In general OFFEROR does not agree to the inclusion of a holdback clause. However, because the payment schedule will generally be in conjunction with deliverable milestones (e.g. \$40,000 for delivery of the project plan), in practical	Refer to this Solicitation Addendum No. 4, Changes.



		the Deliverable not met, performed, or delivered is met, performed, or delivered as specified or required.	effect I don't believe City would have any issue with payment being expected without the completion of some deliverable/milestone.	
3.	Section 6, Standard Terms and Conditions, 6.38, Intellectual Property Rights	Contractor grants the City a nonexclusive, non-transferable (except to a wholly-owned subsidiary of the City), and royalty-free right and license to install, use, and maintain the software, application(s), or similar technology to be provided to the City pursuant to this Agreement (collectively, the "Deliverables") for the City's internal or business purposes. The City shall further have the right to reproduce the Deliverables to the extent reasonably necessary for such purposes. The City shall not, without the Consultant's prior written consent, transfer or sub-license its foregoing license rights (except to a wholly-owned subsidiary of the City) or reverse engineer, decompile, or otherwise attempt to derive source code from the Deliverables.	The license provided to City is not "royalty-free," as City would be required to pay annual license, maintenance, support (and hosting, if applicable) fees for the right to use the software.	Refer to this Solicitation Addendum No. 4, Changes.

The balance of the specifications and instructions remain the same. Bidder must acknowledge receipt and acceptance of this addendum by signing below and returning the entire addendum with the bid or proposal submittal.

Name of Company: _____

Address: _____

Authorized Signature: _____

Print Name and Title: _____