

MARCH 19, 2020

RFP 2003
ORACLE THIRD PARTY SUPPORT

ADDENDUM #2
(Acknowledgment is Required)

The Respondent must acknowledge the receipt of this Addendum by signing below and including a signed copy of this Addendum with its Request for Proposal.

Please note that underlined information (example) is added wording and stricken information (~~example~~) is deleted wording.

*Please note the following change to the **Table of Contents** of the above referenced solicitation:*

Attachment 4 Sample Mutual Nondisclosure Agreement

*Please note the following change to **Section 3.2, Work Objectives**, of the above referenced solicitation:*

3.2.12 Warrants that the District Data shall be maintained and processed only in the continental United States.

*Please note the following change to **Section 3.3, Scope of Work**, of the above referenced solicitation:*

3.3.7 Supplemental Services. Respondent will provide information on their ability to provide remote professional consulting services with the option for on-site professional consulting services, if required by the District. Any additional costs incurred for professional consulting services beyond travel costs should be indicated. A Purchase Order shall be issued by the District with a detail scope of work to be performed, deliverables, performance schedule, and cost.

*Please note the following change to **Attachment 1, Sample Agreement**, of the above referenced solicitation:*

9. INSURANCE REQUIREMENT.

9.8 CONSULTANT agrees that during the term of this agreement it shall maintain professional liability and errors and omissions insurance including copyright infringement coverage, media liability coverage, and network security and data privacy coverage with minimum aggregate policy limits of not less than two-million dollars. CONSULTANT shall provide Customer a certificate of insurance. In the event of a coverage dispute, CONSULTANT agrees to use all commercially reasonable efforts, including but not limited to filing a declaratory judgment action, to obtain the maximum coverage available.

Please note the following change to **Attachment 1, Sample Agreement**, of the above referenced solicitation:

27. DATA SECURITY.

CONSULTANT warrants that DISTRICT Data, shall be maintained in strict confidence by CONSULTANT and CONSULTANT shall not at any time, either during the term of this Agreement or thereafter, disclose the DISTRICT Data or make it available in any form to any person or entity other than to DISTRICT, its current authorized employees, and designated contractors. CONSULTANT shall take such safeguards as are necessary to prevent disclosure of DISTRICT Data to unauthorized persons and entities. CONSULTANT warrants that the DISTRICT Data shall be maintained and processed only in the continental United States. CONSULTANT warrants that it will maintain the confidentiality and security of DISTRICT's Data using the security practices set forth in the Documentation and in this Addendum. CONSULTANT shall be responsible for any costs and expenses, including legal fees, incurred by DISTRICT in connection with the enforcement of this Section. CONSULTANT acknowledges that any breach of this paragraph would result in irreparable harm to DISTRICT for which an adequate remedy at law does not exist. Accordingly, CONSULTANT hereby agrees that DISTRICT is entitled to the entry of a preliminary and permanent injunction or other appropriate equitable relief in the event of such breach. If CONSULTANT fails to comply with this paragraph, DISTRICT shall be entitled to terminate this Agreement or the applicable Schedule and receive a full refund of the fees prepaid by DISTRICT, in addition to any other legal remedies available by law or this Agreement. This paragraph shall survive the expiration or termination of this Agreement.

Please note the following change to **Attachment 1, Sample Agreement**, of the above referenced solicitation:

28. DATA BREACH.

Notwithstanding anything to the contrary, either Party shall notify the other Party immediately in the event that it learns or has reason to believe that there has been any Security Breach, or that any person who has had access to DISTRICT Data has violated or intends to violate the terms of this Agreement. CONSULTANT shall, at its own expense, cooperate with DISTRICT in investigating and responding to the foregoing, notifying DISTRICT or other affected individuals as required by law, and seeking injunctive or other equitable relief against any such person who have violated or attempted to violate the security of DISTRICT Data.

In the event that applicable law requires that customers of DISTRICT or other affected persons be notified of a security incident involving DISTRICT Data, CONSULTANT agrees DISTRICT shall have the discretion of determining whether such notice shall come from CONSULTANT or DISTRICT. DISTRICT shall control and approve, in its sole discretion, the content, timing and other details of such notice. CONSULTANT agrees to reimburse DISTRICT for the costs of such notifications and of fielding feedback and questions from those notified, and any other associated costs that DISTRICT may incur in connection with responding to or managing the Security Breach. For example, without limitation, the costs include printing services; postage or delivery services; credit monitoring services; obtaining contact information for affected individuals; call center and forensics services; fines imposed by credit card associations; financial account institutions or merchant banks; and costs passed on by individual card companies, banks and other financial institutions, such as fraud liability, chargebacks, the costs of issuing replacement

cards, compromise fees and other remediation costs. The remedies set forth herein shall be in addition to any other remedies available to DISTRICT at law or equity.

Please note the following change to the above referenced solicitation:

New **Attachment 4, Sample Mutual Nondisclosure Agreement**, is hereby made a part of the above referenced solicitation.

Georgia S. Hudson
Senior Procurement Specialist
cc: Project Manager

ACKNOWLEDGEMENT OF ADDENDUM #2

BY: _____
DATE

(TYPE/PRINT NAME AND TITLE)

COMPANY NAME