



**Amendment #4**  
**REQUEST FOR PROPOSALS (RFP)**  
**CONSULTING AND TECHNICAL SERVICES (CATS) II**  
**PROJECT NO. 060B9800035**  
**October 30, 2008**

Ladies/Gentlemen:

This Amendment #4 is being issued to amend and clarify certain information contained in the above referenced RFP. All information contained herein is binding on all offerors who respond to this RFP. Specific parts of the RFP have been amended. The following changes/additions are listed below; new language has been double underlined and marked in bold (i.e., **word**) and language deleted has been marked with a strikeout (i.e., ~~word~~).

- **Contract Section 6.6 Correct:**

The Contractor shall not acquire any right, title and interest in and to the copyrights for goods, any and all software, technical information, specifications, drawings, records, documentation, data or derivative works thereof, or other work products provided by the State to the Contractor. In a TORFP, the State may, in its sole discretion, elect to grant the Contractor a worldwide, perpetual, non-exclusive license, for which the State may require compensation, perhaps in the form of a royalty, for the Contractor's internal use ~~to~~ **of** non-confidential Contract deliverables first originated and prepared by the Contractor for delivery to the State.

- **RFP Section 1.3 Add:**

**gg: Data - A collection of organized information, usually the result of experience, observation or experiment, other information within a computer system, or a set of premises. This may consist of numbers, words or images, particularly as measurements or observations of a set of variables.**

**hh. Custom Software - Software, including source code, developed in whole or in part, to meet the project requirements for a TO Agreement, and also means the computer program that results from that development.**

- **RFP Section 2.10 delete and replace all: Database Management Systems (~~DOITS~~) (DBMS)**
- **Attachment B, Section K: Delete all references to §J and replace with §K**

- **Contract Section 7.2 Delete in its entirety and replace with:**

**7.2 The Contractor agrees that at all times during the term of this Contract and thereafter, the works created and services performed under this Contract shall be “works made for hire” as that term is interpreted under U.S. copyright law. To the extent that any products created under this Contract are not works for hire for the State, and the Contractor has not explained and justified, to the State’s complete satisfaction, why it should not relinquish, transfer and assign all of its right, title and interest to the State for that deliverable, the Contractor relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.**

Issued by  
Gisela Blades,  
Procurement Officer