



**Amendment #5
RFP # 060B440002**

Independent Assessment Services

November 26, 2013

Ladies/Gentlemen:

This Amendment #5 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~~).

1. Revise the 1.5 – Master Contract Duration (p. 7) as follows:

The term of this Contract shall be for a period of five (5) years, beginning on or about February 1, 2014 and terminating on **January 31, 2019** ~~January 31, 2018~~ with two (2) one-year **option extension** periods.

2. Revise the section 2.2 – General Requirements (p 16-17) as follows:

2.2.1 Software and Data

In the event that COTS or custom software or data are required by TORFPs executed under the contract that is executed as a result of this RFP, the following apply:

2.2.1.1 COTS Software

Any COTS software provided by the TO Contractor shall be provided at cost. No additional fees or markups shall be allowed. The TO Contractor shall provide all invoices for material

1. In responding to any TORFP for which a Master Contractor proposes the purchase of any COTS software in its TO Proposal, a Master Contractor shall specifically identify in its TO Proposal the COTS software proposed for use by the State, the justification for the COTS software, the quantity needed and a selling price for which it will provide the COTS software.
2. By responding to this RFP and accepting a Master Contract award, a Master Contractor specifically agrees that for any COTS software that it proposes for use by the State in response to a TORFP, the State will have the right to purchase the proposed COTS software from another source, instead of from the selected Master Contractor.

3. If the State chooses to purchase any COTS software from a source other than the selected Master Contractor, provided the State purchases the same COTS software as proposed by the Master Contractor in its TO Proposal, the Master Contractor shall agree to accept the COTS software provided by the State and shall integrate it with its service delivery the same as if the Master Contractor had provided the COTS software itself. Unless TO Contractor provides conclusive evidence of faulty installation or the installation of substandard or defective COTS software by another party, including the State, the TO Contractor may not use the fact that it did not directly provide the COTS software as an excuse for non-performance of any deliverable under a TO Agreement.
4. A TORFP shall not be issued under this Master Contract, if COTS software costs are anticipated to exceed 49% of the value of the resulting TO Agreement.

2.2.1.2 Custom Software

1. When developed under a TO Agreement, the State shall solely own any custom software, including, but not limited to, application modules developed to integrate with COTS software, source code, maintenance updates, documentation, or configuration files.
2. Upon a Master Contractor's voluntary or involuntary filing of bankruptcy or any other insolvency proceeding, Master Contractor's dissolution, Master Contractor's merger with or acquisition by another company or contractor, discontinuance of support of any software or system, the Master Contractor shall convey to the State all rights, title, and interests in all custom software, licenses, software source codes, and all associated Software Source Code Documentation that comprises any solutions proposed as a part of the Master Contract or TO Agreement. These rights include, but are not limited to, the rights to use, and cause others to use on behalf of the State, said software, software documentation, licenses, software source code, and Software Source Code Documentation.

2.2.1.3 Data

1. Data, databases and derived data products created, collected, manipulated, or directly purchased as part of a TORFP shall become the property of the State. The purchasing Agency is considered the custodian of the data and shall determine the use, access, distribution and other conditions based on appropriate State statutes and regulations.
2. Licensed and/or copyrighted data shall be governed by the terms and conditions identified in the TO Agreement.

2.2.2 ~~2.2.4~~ Required Project Policies, Guidelines and Methodologies

1. The Master Contractor shall stay informed and comply with all applicable federal, State and local laws, regulations, ordinances, policies, standards and guidelines affecting information technology projects applicable to its activities and obligations under this Contract, as those laws, policies, standards and guidelines may be amended from time to time, and it shall obtain and maintain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract. It is the responsibility of the Master Contractor to ensure adherence and to remain abreast of new or revised laws, regulations, policies, standards and guidelines affecting project execution. The following policies, guidelines and methodologies can be found at <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx> under "Policies and Guidance." These may include, but are not limited to:

- a. The State's System Development Life Cycle (SDLC) methodology;
 - b. The State Information Technology Security Policy and Standards;
 - c. The State Information Technology Project Oversight; and
 - d. The State of Maryland Enterprise Architecture.
2. The Master Contractor shall follow the project management methodologies that are consistent with the Project Management Institutes (PMI) Project Management Body of Knowledge (PMBOK) Guide. Master Contractor's staff and subcontractors are to follow a consistent methodology for all TORFP activities.
 3. The Master Contractor shall apply a structured methodology to identify, evaluate, and select hardware, software, and services (e.g., telecommunications services, Internet access services, software maintenance) to meet specific requirements and when warranted, adjusting the methodology, including prototypes and pilots, to mitigate risk.

Issued by
Michael Mehl
Procurement Officer