

ROBERT L. EHRLICH, JR. Governor

MICHAEL S. STEELE Lieutenant Governor CECILIA JANUSZKIEWICZ Secretary

Amendment #4 to Request for Proposals (RFP) Enterprise Web Systems Project No. F10R5200205 July 29, 2005

Ladies and Gentlemen:

This Amendment is being issued to amend and clarify certain information contained in the above named 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 (ex. **<u>new language</u>**) and language deleted has been marked with a strikeout (ex. language deleted).

1. Revise Key Information Sheet

Closing Date and Time:

May 9, 2005 September 9, 2005 2:00 PM (Local Time)

2. Revise RFP Section 1.9 Proposals Due (Closing) Date

An unbound original and three (3) bound copies of each proposal (technical and financial) must be received by the Procurement Officer, at the address listed in Section 1.5, no later than 2:00 PM (local time) on May 9, 2005, <u>September 9, 2005</u> in order to be considered. An electronic version (diskette or CD) of the Technical Proposal in MS Word format must be enclosed with the original technical proposal. An electronic version (diskette or CD) of the Financial Proposal in MS Word format must be enclosed with the original technical proposal. An electronic version (diskette or CD) of the Financial Proposal in MS Word format must be enclosed with the original financial proposal. Please ensure that the diskettes are labeled with the RFP title, RFP number, and Offeror name and packaged with the original copy of the appropriate proposal (technical or financial).

Requests for extension of this date or time will not be granted. Offerors mailing proposals shall allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.02.10, proposals received by the Procurement Officer after the due date, will not be considered. Proposals may not be submitted by e-mail or facsimile

3. Revise RFP, Attachment A, Liability, Section 30.1.C.

For all other claims, damages, losses, costs, expenses, suits or actions in any way related to this Contract, regardless of the form, Contractor's liability shall be limited to three (3) times the total dollar amount invoiced under this Contract up to the date of settlement or final award of any such claim<u>: provided, however, that, except as specified in the last sentence of this subsection 30.1.C, in no event shall any such amount be less than Five Hundred Thousand Dollars (\$500,000) or greater than Six Million Dollars (\$6,000,000). Third party claims arising under Section 11, "Indemnification", of this Contract are included in this limitation of liability only if the State is immune from liability. <u>Notwithstanding the liability cap established in the first sentence of this subsection 30.1.C,</u> Contractor's liability for third party claims arising under Section 11 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 11.</u>

4. DELETE RFP Section 2.5.3.5 in its entirety and REPLACE with:

The Contractor shall replace and/or upgrade software of the Plumtree application and databases. The Contractor shall provide an initial assessment within 30 calendar days of any release or upgrade of the product of the potential impact to the system, functionality, and resources. This assessment shall delineate the difference between full version upgrades and incremental patches and specifically make determinations on security issues versus enhanced functionality, while addressing assumptions and risks of not implementing a patch or upgrade. All replacements and/or upgrades require the prior written approval of the State Contract Manager.

5. DELETE RFP Section 2.5.4.3 in its entirety and REPLACE with:

Through the managed fixed-price services, the Contractor shall provide managed firewall services at the College Park Data Center. The Contractor shall support installation or configuration of additional managed firewall services as directed by the State through Work Orders. Additional ongoing maintenance and/or monitoring of the additional firewall services once installed and accepted, shall be incorporated into the fixed-price services by the Contractor and the State through the contract's Change Control process. All changes require the prior written approval of the State Contract Manager.

6. DELETE RFP Section 2.5.5.1 in its entirety and REPLACE with:

Through the managed fixed-price services, the Contractor shall reconfigure or replace, as directed by the State, existing servers that are in DBM's Enterprise Web System's environment, as the same have been identified by the State at the time of contract execution. The Contractor shall install and/or configure the installation or configuration of additional servers to host Web sites or applications developed and maintained by/through other State agencies using established testing standards and migration process methodologies proposed by the Contractor in accordance with the State's SDLC and approved by the State. This work will be directed by the State through Work Orders. Additional ongoing maintenance and/or monitoring of the additional servers once installed and accepted, shall be incorporated by the Contractor and the State into the fixed-price services through the contract's Change Control process. All changes require the prior written approval of the State Contract Manager.

7. DELETE RFP Section 2.5.5.4 in its entirety and REPLACE with:

Through the managed fixed-price services, the Contractor shall replace or upgrade hardware and software for all existing components of the system, as directed by the State, as the same have been identified by the State at the time of contract execution (servers, network devices, firewalls, etc.), including, by way of example only, server patch management for critical security updates. The State will not incur additional costs for all web sites added to existing monitored devices. The Contractor shall install and/or configure additional components to include, by way of example only, migration of equipment to other facilities, installation of new equipment at other facilities, and the same level of server patch management for critical security updates through the Work Order process. Additional ongoing maintenance and/or monitoring of the additional components once installed and accepted shall be incorporated by the Contractor and the State into the fixed-price services through the Contract's Change Control process. All changes require the prior written approval of the State Contract Manager.

8. DELETE RFP Section 3.4.9, First Paragraph, in its entirety and REPLACE with:

The Offeror shall propose a work plan utilizing a work breakdown structure for each of the major tasks outlined in Section 2.5. The work plan shall identify the major activities and resources the Contractor intends to use to achieve each of the deliverables including due dates from the Notice To Proceed (NTP). Each major activity must have assigned resources utilizing the Offeror's proposed labor categories and an estimated number of hours per labor category per activity. Also, managed services shall be detailed to show activities and resources. Resource information shall detail staff, tasks, and timeframes necessary to accomplish the requirements. The Offeror shall propose and give

specific attention and detail in the Work Plan to the Transition Period. The RFP refers to a Transition Plan that is necessary as part of the initial work, See Section 2.5.2.1. The Offeror shall detail risks in their Work plan and propose solution strategies to mitigate the risks. See Section 2.5.1.6 that details the requirement that Work Plans shall receive prior approval by the State before being implemented.

9. DELETE RFP Section 4.2, in its entirety and REPLACE with:

4.2 Technical Criteria

The criteria to be applied to each technical proposal are listed in relative order of importance:

- 1.)
 Offeror experience and capabilities that demonstrate and confirm -- the Offeror's ability to successfully complete this project. (Ref. Section 3.4.6)
- 2.) <u>Personnel designated and dedicated to perform the work (Ref. Section 3.4.7), the proposed Work</u> <u>Plan (Ref. Section 3.4.9), and risk mitigation strategies (Ref. Section 3.4.9).</u>
- 3.) Offeror's technical response to RFP requirements. An Offeror's response to work requirements in the RFP shall demonstrate and confirm a comprehensive understanding of the work requirements to include, by way of example only, an explanation of the methodology and how the work will be done. Responses to work requirements such as "concur" or "will comply" will receive a lower evaluation ranking than those Offerors who demonstrate they understand a work requirement and have a plan to meet or exceed it. (Ref. Section 3.4.8).

<u>4.)</u> <u>Economic benefit factors. (Ref. Section 3.4.11)</u>

Should you require clarification of the information provided in this addendum, please contact me at (410) 260-7683 as soon as possible.

Date Issued: July 29, 2005

By

<Signed> William M. Bowser Procurement Officer