



**Amendment #5**  
**RFP**  
**GIS Software Master Contract**  
**#060B6400028**  
**June 7, 2016**

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 Contract Section 5.1 – Patents, Copyrights, Intellectual Property (p.44) as follows:**

All copyrights, patents, trademarks, trade secrets, and any other intellectual property rights existing prior to the effective date of this agreement shall belong to the party that owns such rights (“Intellectual Property”). “Contractor Materials” means all software, data, online services, and documentation **(each defined in the terms of Contractor’s license agreement)** of Contractor “as defined in Contractor’s license agreement” and all other Intellectual Property acquired or developed by Contractor, and any modifications and derivatives thereof. Subject to the terms of Contractor’s license agreement, if Intellectual Property or Contractor Material includes any design, device, material, process, or other item, which is covered by a patent or copyright or which is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items pursuant to its rights granted under the Contract.

**2. Revise Contract Section 5.2 - Patents, Copyrights, Intellectual Property (p.44) as follows:**

Except as provided in Section 5.4 of this Contract, the Contractor agrees that all documents and materials, including but not limited to, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, software, graphics, mechanical, artwork, computations and data prepared by or for the Contractor for purposes of this Contract (“Work Product”) shall become and remain the sole and exclusive property of the State and shall be available to the State at any time. The State shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract. **Work Product under this section 5 does not include hot fixes, patches, enhancements, or modifications, made by Contractor to its software, data, online services, or documentation.**

**3. Delete Attachment A – Contract and replace with Attachment A – Contract Amended (separate attachment) – As revised with Amendment #5.**

Issued by

Alicia Baltimore  
Procurement Officer