



**Amendment #1
RFP
GIS Software Master Contract
#060B6400028
April 15, 2016**

Ladies/Gentlemen:

This Amendment #1 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 strikethrough (i.e., ~~word~~).

1. Revise Section 3.3.6.1.a – Software (p.24) as follows:

Offerors may propose free/open source software, but the State reserves the right to select a commercial equivalent. ~~For each open source software package, list a commercial equivalent that the State may use.~~

2. Revised Attachment A – GIS Software Master Contract as follows:

2. Scope of Contract

2.1. The Contractor shall provide ~~COTS~~ **GIS** Software, ~~Installation and/or training,~~ and/or maintenance **and support**, as described in a PORFP or PO, in the following functional area(s):

- [Functional Area I](#): Desktop/Server Software
- [Functional Area II](#): Mobile Software
- [Functional Area III](#): Software Maintenance and Support

5. Patents, Copyrights, Intellectual Property

5.9. ~~Contractor, on behalf of itself and its subcontractors, hereby agrees not to incorporate, link, distribute or use any Third party Intellectual Property in such a way that: (a) creates, purports to create or has the potential to create, obligations with respect to any State software (including any deliverable hereunder), including without limitation the distribution or disclosure of any source code; or (b) grants, purports to grant, or has the potential to grant to any third party any rights to or immunities under any State intellectual property or proprietary rights. Without limiting the generality of the foregoing, neither Contractor nor any of its subcontractors shall incorporate, link, distribute or use, in conjunction with the Work Product, any code or software licensed under the GNU General Public License (“GPL”), Lesser General Public License (“LGPL”), Affero GPL (“AGPL”), European Community Public License (“ECPL”), Mozilla, or any other open source license, in any manner that could cause or could be interpreted or asserted to cause any State software (or any modifications thereto) to become subject to the terms of the GPL, LGPL, AGPL, ECPL, Mozilla or such other open source software.~~

5.10. ~~Without limiting the generality of the foregoing, neither Contractor nor any of its subcontractors shall use any Software or technology in a manner that will cause any patents, copyrights, or other intellectual property which~~

~~are owned or controlled by the State or any of its affiliates (or for which the State or any of its subcontractors has received license rights) to become subject to any encumbrance or terms and conditions of any third party or open source license (including, without limitation, any open source license listed on <http://www.opensource.org/licenses/alphabetical>) (each an "Open Source License"). These restrictions, limitations, exclusions and conditions shall apply even if the State or any of its subcontractors becomes aware of or fails to act in a manner to address any violation or failure to comply therewith. No act by the State or any of its subcontractors that is undertaken under this Contract as to any Software or technology shall be construed as intending to cause any patents, copyrights or other intellectual property that are owned or controlled by the State (or for which the State has received license rights) to become subject to any encumbrance or terms and conditions of any Open Source License.~~

Issued by

Alicia Baltimore
Procurement Officer