



Amendment #3
RFP
GIS Software Master Contract
#060B6400028
May 4, 2016

Ladies/Gentlemen:

This Amendment #3 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 1.2 – Abbreviations and Definitions (p.10) as follows:

An agent, service provider, supplier, or vendor selected by the Contractor to provide subcontracted services or products under the direction of the Contractor or other Subcontractors, and including any direct or indirect Subcontractors of a Subcontractor. Subcontractors are subject to the same terms and conditions as the Contractor. **"Subcontractor" shall not include Offeror's third party software licensors, MRO (maintenance, repair and operations) suppliers, or other service or supply contractors for whose work Offeror contracted independently and not specifically with respect to this Contract.**

2. Revised Section 1.3.6 – Master Contract Duration (p.11) as follows:

At specified intervals throughout the term of the Master Contract, DoIT may issue updated contractual language to reflect changes in program procedures and applicable law. Master Contractors will be required to execute contract modifications that incorporate these changes in order to remain in the COTS GIS program.

3. Revised Section 1.3.8 – Non-Visual Access (p.19) as follows:

1.38.1 By submitting a Proposal, the Offeror warrants that the Information Technology offered under the Proposal: (1) provides equivalent access for effective use by both visual and non-visual means; (2) will present information, including prompts used for interactive communications, in formats intended for both visual and non-visual use; (3) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and (4) is available, whenever possible, without modification for compatibility with software and hardware for non-visual access. The Offeror further warrants that the cost, if any, of modifying the Information Technology for compatibility with software and hardware used for non-visual access will not increase the cost of the Information Technology by more than five percent (5%). For purposes of this solicitation, the phrase "equivalent access" means the ability to receive, use and manipulate information and operate controls necessary to access and use Information Technology by non-visual means. Examples

of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.

1.38.2 The Non-visual Access Clause noted in COMAR 21.05.08.05 and referenced in this solicitation is the basis for the standards that have been incorporated into the Maryland regulations, which can be found at: www.doit.maryland.gov, keyword: NVA.

Per COMAR 21.05.08.05, the Offeror warrants that the information technology offered under this proposal is in compliance with Section 508 of the U.S. Rehabilitation Act and other identified standards for effective use of information technology for persons with visual impairments.

4. Revise Section 3.3.7 – General Requirements (p.24) as follows:

The Master Contractor ~~shall~~ may provide software demonstrations upon request.

5. Revise Section 3.6 – Functional Area III – Manufacturer’s Software Maintenance and Support (p.25) as follows:

Manufacturer’s Software Maintenance and Support may be purchased at any time in conjunction with or separately from Functional areas I and II. Master Contractors authorized by the manufacturer of the GIS software may only provide Manufacturer’s Software Maintenance and Support. Manufacturer’s Software Maintenance Support **is subject to Master Contactor’s standard maintenance program and shall** include, but is not limited to:

- a. Annual (or other frequency) maintenance of ~~all~~ **qualified** software products offered;
- b. Updates and fixes at no cost during the maintenance period;
- c. Any no-cost technical or customer support though limited authorized State callers;
- d. Electronic media ~~and consulting services~~, upgrades and enhancements for technology advancements, improved functionality, and compatibility with new industry standards;
- e. Direct access to experienced consultants of the software;
- f. Flexible service options including telephone or e-mail support;
- g. Timely problem resolution of reported discrepancies;
- h. Remote technical support; and
- i. Online self-help functions.

Offerors shall fully describe all maintenance and support capabilities and service levels as part of their Proposals.

6. Revise Section 3.7.1 – Warranty (p.25) as follows:

Master Contractors shall provide the manufacturer’s warranty with its response to a PORFP for Functional Areas I and II. Master Contractors shall be responsible for coordinating warranty issues. ~~On-site w~~Warranty will begin upon **delivery of Authorization Codes** ~~acceptance of the GIS software by the State. Acceptance will be defined in the PORFP as either receipt or installation.~~

7. Revise Section 3.11.5.1 – Insurance Requirements (p.29) as follows:

General Liability - The Contractor shall maintain Commercial General Liability Insurance with limits sufficient to cover losses resulting from, or arising out of, Contractor action or inaction in the performance of the Contract by the Contractor, its agents, servants, employees, or subcontractors, but no less than a Combined Single Limit for Bodily Injury, Property Damage, and Personal and Advertising Injury Liability of \$1,000,000 per occurrence and ~~\$3~~2,000,000 aggregate.

8. Revise Section 3.11.6 – State Inclusion on Insurance (p.29) as follows:

The State shall be listed as an additional insured on the policies of all property, casualty, liability, and other types of insurance evidencing this coverage, excluding Workers Compensation. All insurance policies shall be endorsed to include a clause that requires that the insurance carrier provide the Contract Manager, by certified mail, not less than 45 days' advance notice of any non-renewal, cancellation, or expiration. In the event the Contract Manager receives a notice of non-renewal, the Contractor shall provide the Contract Manager with an insurance policy from another carrier at least 30 days prior to the expiration of the insurance policy then in effect. Notwithstanding anything to the contrary found in section 3.11.6, a) policies to which Section 3.11.5 refers may have a blanket endorsement honoring any contractual requirement to add another entity as an additional insured, to include a waiver of subrogation in favor of such entity, or to identify the coverage as primary. In these cases the certificate of insurance shall be annotated to confirm that the entity is covered under the blanket endorsement, and b) the State will receive prompt notice of cancellation or non-renewal for the applicable policies, provided that no such notice is required if Contractor buys a replacement policy the ensures continuous coverage and otherwise complies with the requirements of this Section 3.11.

9. Revise Contract, Section 3.1 – Period of Performance (p.41) as follows:

The Contract shall be for a period of five (5) years beginning _____ and ending on _____. In its sole discretion, the Department shall have the unilateral right to exercise an option to extend the Contract for two (2), two-year renewal periods.

10. Revise Contract, Section 4.2 – Consideration and Payment (p.42) as follows:

The total payment for products and services provided under a fixed price PO or the fixed price element of a combined fixed price —~~time and materials~~ PO, shall be the firm fixed price submitted by the Contractor in its quotation or proposal submitted in response to a PORFP, regardless of the actual cost to the Contractor.

11. Revise Contract, Section 4.3 – Consideration and Payment (p.42) as follows:

~~Reserved. POs that include a time and materials element shall include a not to exceed (NTE) ceiling for payments. For time and materials POs, or POs which include both fixed price and time and materials elements, total payments to the Contractor for the time and materials portion may not exceed the identified PO NTE Amount. The Contractor shall notify the Contract Manager, in writing, at least 60 days before time and material obligations are expected to reach the PO NTE Amount. The Contractor shall have no obligation to perform the time and materials requirements under this Contract after payments reach the PO NTE Amount. The cessation of the Contractor's obligation to perform under this paragraph 4.3 is expressly conditioned on the following: that prior to the PO NTE Amount being reached, the Contractor shall: (i) give the notice required under this paragraph 4.3; (ii) promptly consult with the Requesting Agency and cooperate in good faith with the Requesting Agency to establish a plan of action to assure that every reasonable effort has been undertaken by the Contractor to complete critical work in progress prior to the date the PO NTE Amount will be reached; and (iii) secure databases, systems, platforms and/or applications on which the Contractor is working so that no damage or vulnerabilities to any of the same will exist due to any such unfinished work. Any work performed by the Contractor in excess of PO NTE amount without the prior written approval of the Contract Manager is at the Contractor's risk of non-payment.~~

12. Revise Contract, Section 4.4 – Consideration and Payment (p.42) as follows:

Invoices shall be submitted as specified in a PORFP. ~~Invoices that contain both fixed price and time and material items must clearly identify the items as either fixed price or time and material billing.~~ Each

invoice must include the Contractor's Federal Tax Identification Number: _____. The Contractor's eMM identification number is _____. Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the Requesting Agency's receipt of a proper invoice from the Contractor. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. The final payment under a PORFP will not be made until after certification is received from the Comptroller of the State that all taxes have been paid.

13. Revise Contract, Section 4.7 – Consideration and Payment (p.43) as follows:

~~Payment of an invoice by the State is not evidence that services were rendered as required under this Contract or any applicable PORFP.~~ **Payment of an invoice by the State is not evidence that the Contractor's performance met its Contract obligation.**

14. Revise Contract, Section 9 – Risk of Loss; Transfer of Title (p.47) as follows:

Risk of loss for conforming supplies, equipment and materials specified as deliverables to the State hereunder shall remain with the Contractor until the supplies, equipment, materials and other deliverables are received and accepted by the State. ~~Title of all such deliverables passes to the State upon acceptance by the State.~~

15. Revise Contract, Section 11 – Loss of Data (p.47) as follows:

This section is not applicable to this RFP.

In the event of loss of any State data or records where such loss is due to the intentional act, omission, or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the Contract Manager. The Contractor shall ensure that all data is backed up and is recoverable by the Contractor. In accordance with prevailing federal or state law or regulations, the Contractor shall report the loss of non-public data as directed in Section 16.

16. Revise Contract, Section 18.19 – Nonvisual Accessibility Warranty (p.54) as follows:

Per COMAR 21.05.08.05, the Offeror warrants that the information technology offered under this proposal is in compliance with Section 508 of the U.S. Rehabilitation Act and other identified standards for effective use of information technology for persons with visual impairments.

Issued by

Alicia Baltimore
Procurement Officer