

Addendum # 4
Request for Proposals
CLOUD MESSAGING AND COLLABORATION SERVICES
July 19, 2011

Ladies/Gentlemen:

This Addendum #4 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 RFP Section 3.5.2, Second “bulleted item,” on page 40 as follows:

Continuous Downtime in Excess of 120 Minutes. The State of Maryland shall receive a Service Credit if it experiences performance issues in which System Availability is unavailable for a continuous period that exceeds ~~three~~ **two** hours and the source of the performance issue is within the sole control of the Offeror and/or their sub-contractors.

2. Revise RFP Section 3.5.2, Third “bulleted item,” on page 40 as follows:

Reads:

~~Failure to Report Root Cause and Proposed Fix of Downtimes in Excess of ONE (1) Hour. The State of Maryland shall receive a Service Credit if the Offeror fails to provide a report of the root cause and proposed fix of the downtime within the time periods described.~~

Revision:

Failure to Report an outage and point of failure in Excess of ONE (1) Hour. The State of Maryland shall receive a Service Credit if the Offeror fails to provide a report of the outage and point of failure within the time periods described. If possible, this report should also indicate the root cause and proposed fix of the downtime.

3. Revise RFP Attachment B Section 9 page 57 as follows:

Loss of Data

In the event of loss of any State data or records where such loss is due to the intentional act or omission or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for ~~recreating~~ **recovering** 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 recoverable by the Contractor. Contractor shall use its best efforts to assure that at no time shall any actions undertaken by the Contractor under this Contract (or any failures to act when Contractor has a duty to act) damage or create any vulnerabilities in data bases, systems, platforms and/or applications with which the Contractor is working hereunder.

4. Revise RFP Attachment B Section 10.1 on page 57 as follows:

Indemnification

Reads:

~~The Contractor shall hold harmless and indemnify the State from and against any and all losses, damages, claims, suits, actions, liabilities and/or expenses, including, without limitation, attorneys' fees and disbursements of any character that arise from, are in connection with or are attributable to the performance or nonperformance of the Contractor or its subcontractors under this Contract.~~

Revision:

The Contractor shall hold harmless and indemnify the State against liability for any costs, expenses, loss, suits, actions, or claims of any character arising from or relating to the performance of the Contractor or its subcontractors under this Contract.

5. **Revise RFP Attachment B Section 3 on page 55 as follows:**

Time for Performance

The Contract resulting from this RFP shall be for a period of five years beginning on the Contract execution date and ending five years thereafter. **Two (2) five-year renewal options may be exercised at the sole discretion of the State.** All price rates and terms offered in Attachment I. are binding on the Contractor for the term of the Contract.

The subscription duration shall begin only after the State has executed a contract for implementation services and such services are installed in a production environment. The Contractor will receive a "Notice to Proceed" which then starts the subscriptions.

6. **Revise RFP Section 4.5.3.6 on page 46 as follows:**

Offeror System Security Plan

Reads:

~~Offeror shall submit a detailed system security plan describing how Offeror will manage State data and otherwise satisfy the security requirements of this RFP.~~

Revision:

A detailed outline of the SSP will be permitted as a submittal. During orals, if any, Offerors may be required to discuss the outline in further detail and to provide to the State any and all documents associated with this submittal.

7. **Delete RFP Section 3.2.4.4 on page 24 in its entirety:**

~~The Offeror should follow Information Technology Infrastructure Library (ITIL) best practices and have ISO 20001, and/or Capability Maturity Model (CMM) certification.~~

8. Revise the title of RFP Section 3.5.3 on page 40 as follows:

Service Credit Request Must be Initiated by the State. In order to receive any of the Service Credits described, the State must notify the Offeror in writing within ninety (90) days from the occurrence of any event for which Service Credit is the remedy.