



**Amendment #2  
Request For Proposals 060B2490021-2015  
Commercial Off-the-Shelf Software (COTS)  
December 10, 2015**

Ladies/Gentlemen:

This Amendment #2 is being issued to amend and clarify certain information contained in the above referenced Request For Proposals (RFP). All information contained herein is binding on all Offerors who respond to this RFP. For the following changes/additions, any new language has been double underlined and marked in bold (i.e., **new**) and any deleted language has been marked with a strikethrough (i.e., ~~deleted~~).

**1. Revise Key Information Summary Sheet as follows:**

<b>Proposal Due Date and Time:</b>	<del>11/30</del> <u>12/15/12/18</u> 2015 at 2:00 PM Local Time
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**2. Revise RFP Section 2.3.3. Functional Area I – COTS Software as follows:**

**2.3.3. Delivery of COTS Software**

**Master Contractors shall provide delivery of COTS Software in the manner specified in the PORFP, as further described below.**

**2.3.3.1 Physical Delivery**

Master Contractors shall provide prepaid delivery, FOB (the delivery destination specified in the PORFP) to any State eligible customer located within the State’s geographic boundaries. Unless specified otherwise in a PORFP, all COTS software is to be delivered, prepaid, to the location specified in a PORFP within three (3) business days from the date of the PO. The MSRP will be construed to include delivery within three (3) business days from the date of the PO. Similarly, provided a PORFP allows at least three (3) business days delivery time, any price proposed in response to a PORFP that is lower than the MSRP will be construed to include delivery within three (3) business days from the date of the PO.

If a PORFP specifies delivery in less than three (3) business days (which will be termed an expedited delivery) and an Offeror proposes the MSRP as its proposal price, the Offeror may include as a separate distinct charge, the cost of the expedited delivery. However, if an Offeror proposes a price lower than the MSRP

for a PORFP that requires expedited delivery, the PORFP proposal price shall include the cost of the expedited delivery and no separate, additional charge will be permitted.

Title does not pass until the shipment reaches the destination, and the goods belong to seller while in transit. If expedited shipping is required by the State, additional charges may apply for:

- Standard Overnight (delivery by 3:00 PM the next day)
- Priority Overnight (delivery by 10:30 AM the next business day)
- Saturday Delivery (delivery by 12:00 PM)

### 2.3.3.2 Electronic Delivery

**Master Contractors shall provide electronic delivery in a manner that permits the Requesting Agency to download the COTS software. The electronic delivery shall include a full version of the software that is identical to, or is the fully functional equivalent of, the version of the software that would be available on physical media. Unless specified otherwise in a PORFP, electronic download should be available within (3) business days from the date of the PO.**

**Unless otherwise specified in a PORFP, “Electronic Delivery” shall include delivery, by email, of: (1) a link to a secured and verified download site or portal, (2) permanent product or license key(s) as required to access and/or install the COTS software, (3) full download and installation instructions, (4) all product documentation that would be provided with a physical delivery, and (5) detailed information as to the length of time Requesting Agencies have to access and download the COTS software. Should the download link, portal access, and/or product or license expire before the Requesting Agency completes installation, the Master Contractor shall provide a replacement.**

**In the event that a Requesting Agency is unable to access, download, and/or install COTS software that has been delivered electronically, Master Contractors shall provide or facilitate limited technical assistance to resolve the issue, regardless of whether the Requesting Agency has purchased Functional Area II – Installation and Training Services. If successful download and installation of electronically-delivered COTS software cannot be completed, Master Contractors shall, at the Requesting Agency’s discretion, provide expedited physical delivery at no cost to the Requesting Agency (as described in Section 2.3.3.1 above) or issue a full refund of the purchase price. Substitute expedited delivery or refund shall be completed within two (2) business days.**

3. Revise RFP Section 2.8.1 D), as follows:

D) Delivery requirements; **(including whether Master Contractors may propose physical delivery, electronic delivery or both:**

**4. Revise RFP Section 2.8.2, as follows:**

**P) For proposed electronic delivery, description of procedures required to access and download COTS software.**

**5. Revise RFP Attachment A – Commercial Off-The-Shelf Software (COTS) Contract as follows:**

**11. Loss of Data**

~~The State will own all right, title and interest in its data that is related to the services provided under this Contract. The Contractor and/or Subcontractor(s) shall not access public jurisdiction user accounts or public jurisdiction data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this contract or (4) at the State's written request.~~

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 16.17.

**6. Revise RFP Attachment A – Commercial Off-The-Shelf Software (COTS) Contract as follows:**

**18.17. Security Requirements and Incident Response**

~~18.17.1. The Contractor agrees to abide by all applicable federal, State and local laws concerning information security and comply with current State and Department of Information Technology information security policy, currently found at <http://doit.maryland.gov/Publications/DoITSecurityPolicy.pdf>. Contractor shall limit access to and possession of Sensitive Data to only employees whose responsibilities reasonably require such access or possession and shall train such employees on the Confidentiality obligations set forth herein.~~

~~18.17.2. The Contractor agrees to notify the Department when any Contractor system that may access, process, or store State data or Work Product is subject to unintended access or attack. Unintended access or attack includes compromise by a computer malware, malicious search engine, credential compromise or access by an individual or automated program due to a failure to secure a system or adhere to established security procedures.~~

~~18.17.3. The Contractor further agrees to notify the Department within twenty four (24) hours~~

~~of the discovery of the unintended access or attack by providing notice via written or electronic correspondence to the Contract Manager, Department chief information officer and Department chief information security officer.~~

- ~~18.17.4. The Contractor agrees to notify the Department within two (2) hours if there is a threat to Contractor's product as it pertains to the use, disclosure, and security of the State's data.~~
- ~~18.17.5. If an unauthorized use or disclosure of any Sensitive Data occurs, the Contractor must provide written notice to the Department within one (1) business day after Contractor's discovery of such use or disclosure and thereafter all information the requests concerning such unauthorized use or disclosure.~~
- ~~18.17.6. The Contractor, within one day of discovery, shall report to the Department any improper or non-authorized use or disclosure of Sensitive Data. Contractor's report shall identify:~~
- ~~(a) the nature of the unauthorized use or disclosure;~~
  - ~~(b) the Sensitive Data used or disclosed;~~
  - ~~(c) who made the unauthorized use or received the unauthorized disclosure;~~
  - ~~(d) what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and~~
  - ~~(e) what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.~~
  - ~~(f) The Contractor shall provide such other information, including a written report, as reasonably requested by the State.~~
- ~~18.17.7. The Contractor shall protect Sensitive Data according to a written security policy no less rigorous than that of the State, and shall supply a copy of such policy to the State for validation. The Contractor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of Sensitive Data or other event requiring notification and, should an event occur that triggers an obligation to provide such notification, the Contractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the State and its officials and employees from and against any claims, damages, or other harm related to such security obligation breach or other event requiring the notification.~~
- ~~18.17.8. This Section 18.17 shall survive expiration or termination of this Contract.~~

Issued by:

Gayle Mealy  
Procurement Officer