



**Addendum #4 to the Request for Proposals (RFP)  
Microwave and Ancillary Equipment and Services  
Project No. 060B0400006  
April 01, 2010**

This Addendum is being issued to amend and clarify certain information contained in the above named 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 underlined and language deleted has been marked with a ~~strikeout~~ (ex. ~~language deleted~~).

**NOTE: THE DUE DATE OF THIS RFP IS BEING EXTENDED UNTIL APRIL 15, 2010**

1. KEY INFORMATION SUMMARY SHEET, page iii, Revise Closing Date and Time:

Change ~~April 8~~, 2010 to April 15, 2010

2. Section 1.11 Proposals Due (Closing Date) Revise the third line to read:

time) on ~~April 8~~, April 15, 2010 in order to be considered. An electronic version (diskette or CD) of the

3. Section 1.11 Proposals Due (Closing Date) Revise the last line to read:

~~April 8~~, April 15, 2010 at 2:00 PM (local time) will not be considered.

4. Revise Section 2.3 f, as follows:

f. Standard one ~~two~~ year warranty on licensed microwave radio parts.

5. Revise Section 2.4, as follows:

Add sub-section 2.4 e. to read

e. Includes the standard warranty provided by the manufacturer. This standard warranty will be no less than a one year warranty.

6. Revise Section 1.24:

Please note: The MBE Instructions in Section 1.24 do not match the instructions in the Attachment G Section of the Attachments. Specifically, reference to Attachment G-1A in Section 1.25 should in fact be Attachment G-1 and reference to Attachment G-1 in Section 1.25 should in fact be Attachment G-1A. Therefore, change the second and third paragraphs of Section 1.24 as follows:

Each Offeror that includes in its proposal a response to provide Functional Area III services, shall complete, sign and submit Attachment ~~G-1G-1A~~ (Offeror Acknowledgement of MBE Participation Commitment), at the time it submits its technical response to this RFP. Failure of a Functional Area III Offeror to complete, sign, and submit Attachment ~~G-1G-1A~~ ( Offeror Acknowledgement of MBE Participation Commitment) at the time it submits its technical response to this RFP, will result in the State's rejection of the Offeror's Proposal to the RFP for Functional Area III.

MBE requirements for Functional Area III are specified in Attachment G of this RFP. The Master Contractor when submitting a PORFP for Functional Area III – Installation, Repair, Preventative Maintenance Services and Manufacturer's Extended Warranty, must complete and submit Attachment ~~G-1AG-1~~ (MBE Utilization and Fair Solicitation Affidavit) and Attachment G-2 (MBE Participation Schedule). All subcontractors named by the Master Contractor as part of its PORFP MBE participation plan must be MBE-certified.

7. Revise Section 2.6 Warranty as follows:

Section 2.6 will now read:

Master Contractors shall provide the Manufacturer's Warranty with their 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 acceptance of the equipment and/or services by the Requesting Agency. Acceptance will be defined in the PORFP as either receipt or installation. ~~On-site w~~Warranty means the Master Contractor will either remotely access or travel, if necessary, to the facility where the warranty service is required at no additional cost to the Requesting Agency during the manufacturer's warranty period. The Requesting Agency has the discretion of dealing directly with the Manufacturer on any Warranty issue. Upgraded Warranty requirements shall be defined in the PORFP by the Requesting Agency.

All defective items must be replaced at no additional cost to the State. The warranty must include, at a minimum, standard 8:00 a.m. to 5:00 p.m., Monday through Friday, local time phone support and 24 hour on-site maintenance and repair services in cases where phone support cannot solve the problem. If the products were provided under the installation terms, the contractor is responsible for the installation of the replacement equipment as defined in the agency solicitation. If the equipment was provided without installation, the Master Contractor, at its option and at no additional cost to the State, may provide on-site service or next-day drop ship replacements for the Requesting Agency to install.

To insure compliance with the requirements and specifications of this contract, the State of Maryland may perform acceptance tests within thirty (30) days of receipt of:

- a. The notice of completion of installation from the contractor, or
- b. The delivery of equipment supplied without installation; and prior to acceptance and payment for each item installed or delivered. The State does not assume ownership for equipment, nor do warranty periods begin, until the using State Agency point of contact accepts the Contractor's product and work as fully operational.

8. Manufacturer's Extended Warranty is being separated from Functional Area III and becoming its own functional area: Functional Area IV – Manufacturer's Extended Warranty. Therefore, the following changes throughout the RFP are being made:

8a: In the Table of Contents change Section 2.5 to read: **Functional Area III –Installation, Repair and Preventative Maintenance Services and Manufacturer's Extended Warranty**

8b: In the Table of Contents add Section 2.5A to read: **Functional Area IV –Manufacturer's Extended Warranty**

8c: In Section 1.1.2, Change:

Functional Area III- Installation, Repair, Preventative Maintenance Services and Manufacturer's Extended Warranty

to:

Functional Area III- Installation, Repair, Preventative Maintenance Services ~~and Manufacturer's Extended Warranty~~  
Functional Area IV- Manufacturer's Extended Warranty

8d: Section 1.1.3, Revise the last sentence to read:

Offerors may propose to Functional Areas I, II, ~~or III~~ or IV, or any combination thereof as specified in Section 2.

8e: Section 1.24, Revise the second sentence in the third paragraph to read:

The Master Contractor when submitting a PORFP for Functional Area III – Installation, Repair, Preventative Maintenance Services ~~and Manufacturer's Extended Warranty~~, must complete and submit Attachment ~~G-1AG-1~~ (MBE Utilization and Fair Solicitation Affidavit) and Attachment G-2 (MBE Participation Schedule).

8f: Section 2.1: Change:

Functional Area III - Installation, Repair, Preventative Maintenance Services and Manufacturer's Extended Warranty

to:

Functional Area III- Installation, Repair, Preventative Maintenance Services ~~and Manufacturer's Extended Warranty~~  
Functional Area IV- Manufacturer's Extended Warranty

8g: Change Section 2.5 to read:

**Functional Area III –Installation, Repair and Preventative Maintenance Services ~~and Manufacturer's Extended Warranty~~**

8h: Add Section 2.5A to read:

**Functional Area IV –Manufacturer's Extended Warranty**

8i: Move Section 2.5.3 in its entirety, renumber it as 2.5A.1 and place under Section 2.5A

8j: Change the heading and first sentence of Section 3.5.3 to read:

***3.5.3 For Functional Area III – Installation, Repair, Preventative Maintenance Services ~~and Manufacturer's Extended Warranty~~:***

Offerors must complete Attachment D-III Labor Rate Schedule for Installation, Repair, Preventative Maintenance Services ~~and Manufacturer's Extended Warranty~~.



8k: Add Section 3.5.4 to read:

**3.5.4 For Functional Area IV – Manufacturer’s Extended Warranty:**

Offeror’s shall certify by signing Attachment D-IV that the Offeror shall provide pricing no higher than MSRP in the response to the PORFP. The MSRP is being used as a baseline for price only.

For items not having an MSRP, as in the case when a manufacturer is the only distributor of their own product, then the manufacturer’s proposed price on their letterhead will be sufficient. The State will consider the procurement to be competitive if two or more qualified offers are received in response to a PORFP. If only one response is received for a PORFP, the procurement officer is required to provide a written determination that the price is fair and reasonable.

8l: In Attachment D, revise the Form D-III wording as follows:

**FORM D-III - Functional Area III- Installation, Repair, Preventative Maintenance Services ~~and~~ Manufacturer’s Extended Warranty.** Offerors are required to record the fully-loaded hourly prices they are proposing for each listed item. Record the hourly labor rate for all 5 years of the Master Contract for all labor categories.

8m: In Attachment D, Add the Form D-IV wording as follows:

**FORM D-IV - Functional Area IV - Manufacturer’s Extended Warranty.** The Offeror must acknowledge the use of the MSRP as a baseline for the master contract and commit to charging no higher than the MSRP as of the date of the PORFP proposal submission. The MSRP is being used as a baseline for price only.

8n: Form D-III is revised to reflect the above changes. It is attached with this Addendum

8o: The new Form D-IV is attached with this Addendum.

8p: Revise the upper portion of Attachment G-1A to read:

- Functional Area III – Installation, Repair, Preventative Maintenance Services ~~and~~ Manufacturer’s Extended Warranty Services 25%

I have made a good faith effort to achieve this goal.

OR



- After having made a good faith effort to achieve the MBE participation goal, I conclude I am unable to achieve it. Instead, I intend to achieve an MBE goal of
- Functional Area III – Installation, Repair, Preventative Maintenance Services ~~and~~  
~~Manufacturer's Extended Warranty Services~~ \_\_\_\_\_%

Date Issued: April 01, 2010

Ed Bannat  
Procurement Officer