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ANTHONY BROWN  
Lieutenant Governor

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Deputy Secretary

**Addendum #3 to the Request for Proposals (RFP)  
Mobile Radio Equipment; Communications Consoles and Associated Equipment; and  
Installation, Repair and Preventive Maintenance Services  
Project No. 050B880003  
November 13, 2007**

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 double underlined and marked in bold (ex. **new language**) and language deleted has been marked with a strikeout (ex. ~~language deleted~~).

1. Revise Section 1.30 (Non-Visual Access) on page 9, as follows:

- 1.30 By submitting a proposal in response to a PORFP, the Master Contractor warrants that the Radio Equipment offered under the PORFP (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 Master Contractor further warrants that the cost, if any, of modifying the Information Technology (IT) for compatibility with software and hardware used for non-visual access will not increase the cost of the IT by more than five percent. For purposes of this Master Contract, 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.

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.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: non-visual access. **In response to a PORFP, a Master Contractor will identify if the Radio Equipment offered under the PORFP does not provide equivalent access for effective use by both visual and non-visual means.**

~Effective Resource Management~

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2. Revise Section 1.33 (Mercury and Products That Contain Mercury) on page 10, as follows:

1.33 For each PORFP released by the State that requests radio, console or associated equipment specified in this RFP, the State will require a completed Mercury Affidavit (See Attachment H) to be submitted with each PORFP proposal submission by the Master Contractor. In order to comply with COMAR 21.05.08.09 and 21.11.07, the State will either require mercury free products or if none are available, provide a price preference to those PORFP proposal submissions that offer products with the least mercury content. **In response to a PORFP, a Master Contractor will describe the product or product component that contains mercury and identify the level of mercury in the radio, console or associated equipment (if applicable) being offered in the completed Mercury Affidavit (Attachment H) submitted with the PORFP proposal submission. If the level of mercury in the radio, console or associated equipment being offered is zero, please so state in the completed Mercury Affidavit (Attachment H) submitted with the PORFP proposal submission.**

3. Revise Section 1.34 (Living Wage Requirements), as follows:

1.34 A solicitation for services under a State contract valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement (SFP) Article, Annotated Code of Maryland. Additional information regarding the State's Living Wage requirement is contained in this solicitation (see Attachment I entitled Living Wage Requirements for Service Contracts). If the Offeror fails to submit and complete the Affidavit of Agreement, the State may determine an Offeror to be not responsible. *NOTE: Attachment I has not been included as no changes have been made.*

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least \$11.30 per hour, if State contract services valued at 50% or more of the total value of the contract are performed in the Tier 1 Area. If State contract services valued at 50% or more of the total contract value are performed in the Tier 2 Area, an Offeror shall pay each covered employee at least \$8.50 per hour. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

The contracts resulting from this solicitation will be **Master Contracts. An Agency PORFP will further specify whether the PORFP will be** deemed to be a Tier 1 contract or a Tier 2 contract depending on the location(s) from which **the Agency determines that** the contractor provides 50% or more of the services. If **the Agency determines that** the contractor provides 50% or more of the services from a location(s) in a Tier 1 jurisdiction(s), the contract will be a Tier 1 contract.

If the Agency determines that the contractor provides 50% or more of the services from a location(s) in a Tier 2 jurisdiction(s), the contract will be a Tier 2 contract. An Agency PORFP will also specify the contract Tier if the contractor provides more than 50% of the services from an out-of-State location., ~~then the contract will be deemed to be a Tier 1 contract. The Offeror must identify in their Offer the location(s) from which services will be provided.~~

4. Revise Section 2.1.3 (General Requirements) on page 12, as follows:

2.1.3 State agencies shall be allowed to return equipment to Master Contractors for any reason within 45 days from the date of receipt, unless other arrangements are made between the Master Contractor and the State. Master Contractors shall refund to the State within 30 calendar days of receipt of any returned radio or communications equipment, the purchase price of the returned equipment, including shipping costs. The State shall not be charged restocking fees.

5. Revise Section 2.1.4 (General Requirements) on page 12, as follows:

2.1.4 (FAI and FAII) Delivery Requirements. For each PORFP, Master Contractors shall provide prepaid delivery, FOB (the delivery destination specified in the PORFP) to any State contract eligible customer located within the State's boundaries. All equipment is to be delivered, prepaid, to the location specified in a PORFP within 10 business days from the date of receipt of the PO or reasonable efforts to deliver the product within a practicable timeframe. All proposed prices will include delivery within 10 business days from the date of receipt of the PO or reasonable efforts to deliver the product within a practicable timeframe. A PORFP may specify a delivery time frame, expressed in days from receipt of the PO. If PORFP specifies a delivery time frame of less than 10 business days, it will be considered an "Expedited Delivery" and subject to 2.1.4.1. If a PORFP specifies delivery in greater than 10 business days from receipt of the PO, all proposed prices will include delivery within the specified time frame.

6. Revise Section 2.1.4.1 (General Requirements) on page 12, as follows:

2.1.4.1 Expedited Delivery: If a PORFP specifies a delivery time frame of less than 10 business days, a Master Contractor may include as a separate distinct charge the cost of the expedited delivery in their proposal. Failure to meet a PORFP committed delivery date could result in an order cancellation and other possible consequences allowed under the contract depending on the circumstances. In response to a POREP, a Master Contractor may identify if a delivery time frame longer than 10 business days is necessary.

7. Revise Section 2.1.4.2 (General Requirements) on page 12, as follows:

2.1.4.2 Title for Hardware or license for Software shall not pass until the shipment reaches the destination. The equipment belongs to the seller while in transit.

8. Revise Contract Section 4.2 (Consideration and Payment) on page 32, as follows:

4.2 Invoices must be provided in the format and on the schedule identified in the PORFP. Each invoice must reflect the Contractor's federal tax identification number, which is \_\_\_\_\_. 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 State'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. PORFPs may specify periodic payments based on deliverables or stages of completion. A PORFP may specify that a portion of the payments due will be withheld until completion of the PO. The amount withheld from each payment shall be paid to the Contractor within thirty (30) days of the State's acceptance, **as defined in the PORFP**, of all deliverables required under the PO and receipt from the Contractor of a release in a form prescribed by the State for any claims arising out of or related to the PORFP. The final payment under this Contract will not be made until after certification is received from the Comptroller of the State that all taxes have been paid.

9. Revise Contract Section 6.1 (Rights to Records) on page 32, as follows:

6.1 The Contractor agrees that all documents and materials **(not software)**, including but not limited to, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations and data prepared-by the Contractor for purposes of this Contract shall be the sole property of the Department and shall be available to the Department at any time. The Department shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.

10. Remove Contract Section 6.2 (Rights to Records) on page 32, as follows:

~~6.2 The Contractor agrees that at all times during the term of this Contract and thereafter, the works created and services performed under this Contract shall be "works made for hire" as that term is interpreted under U.S. copyright law. To the extent that any products created under this Contract are not works for hire for the Department, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.~~

**The subsequent numbers in Section 6 (Rights to Records) will decrease by one.**

11. Revise Contract Section 6.4 (Rights to Records) on page 33, as follows:

6.4 The Contractor shall not affix any restrictive markings upon any data **(not software)** and if such markings are affixed, the Department shall have the right at

any time to modify, remove, obliterate, or ignore such warnings unless the material is identified and justified as confidential and proprietary in a PORFP response in accordance with the Maryland Public Information Act (PIA).

12. Revise Contract Section 28 (Risk of Loss; Transfer of Title) on page 38, as follows:

28 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 as received by the State, as evidenced by a delivery confirmation or receipt documentation. ~~are accepted by the State, as evidenced by a written statement of acceptance from the State to the Contractor that expressly specifies the supplies, equipment, materials and other deliverables that are subject to such acceptance. Title of all such deliverables passes to the State upon receipt acceptance by the State. , subject to the State's payment for the same in accordance with the terms of this Contract.~~

13. Add to Contract as Section 31 (Limitation of Liability), as follows:

**31** **Limitation of Liability**

**For breach of this Contract, negligence, misrepresentation or any other contract or tort claim, Contractor shall be liable as follows:**

**A. Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property;**

**B. For all other claims, damages, loss, costs, expenses, suits or actions in any way related to this Contract, regardless of the form, Contractor's liability per claim shall not exceed three times the total amount of the PORFP out of which the claim arises; provided however, the State may, in its sole discretion, decrease the ceiling established hereunder in any PORFP issued pursuant to this RFP. Third party claims arising under Section 26 ("Indemnification") of this Contract are included in this limitation of liability only if the State is immune from liability. Contractor's liability for third party claims arising under Section 26 of this Contract shall be unlimited if the State is not immune from liability for claims arising under this Section.**

Should you require clarification of the information provided in this addendum, please contact me at (410) 260-7374 as soon as possible.

Date Issued: **November 13, 2007**

By: <signed>  
Andrea R. Lockett  
Procurement Officer