



MARTIN O'MALLEY
Governor

ANTHONY BROWN
Lieutenant Governor

T. ELOISE FOSTER
Secretary

ADDENDUM No. 4 – August 17, 2007
Request for Proposal (RFP)
Assistive Telecommunications Equipment and Associated Peripherals

PROJECT NUMBER: 050B7800030

Ladies/Gentlemen:

This Addendum No. 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(ed) 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. **REPLACE Section 2.17-Insurance Requirements** as follows:

2.17 Insurance Requirements

- 2.17.1 The Master Contractor shall maintain property and casualty insurance with minimum 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.
- 2.17.2 The Master Contractor shall maintain a policy of general liability insurance that is of the proper type and limits specified below.
- 2.17.3 Within five working days after notice of potential award, the Master Contractor shall provide a copy of the Master Contractor's current certificate of insurance, which, at a minimum, shall contain the following:
 - A) Worker's Compensation - ~~The Master Contractor shall maintain such insurance as necessary and/or as required under Worker's Compensation Acts, the Longshore and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act.~~ **The Master Contractor shall maintain such insurance as necessary and/or required under Worker's Compensation Acts, and any other applicable laws.**
 - B) General Liability - The Master Contractor shall purchase and maintain the following insurance protection on an occurrence and/or aggregate basis as applicable for liability claims arising as a result of the Master Contractor's operations under this RFP.

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- \$1,000,000 - General Aggregate Limit (other than products/completed operations)
- \$1,000,000 - Products/completed operations aggregate limit
- \$ 500,000 - Each Occurrence Limit
- \$ 500,000 - Personal and Accidental Injury Limits
- \$ 50,000 - Fire Damage Limit
- \$ 5,000 - Medical Expense

2.17.4 The State shall be named as an additional insured on the policies of all property, casualty, liability, and other types of insurance evidencing this coverage (Workman's Compensation excepted). Certificates of insurance evidencing this coverage shall be provided prior to the commencement of any activities under the Contract. All insurance policies shall be endorsed to include a clause that requires that the insurance carrier provide the Procurement Officer, by certified mail, not less than ~~sixty (60)~~ **thirty (30)** days advance notice of any non-renewal, cancellation, or expiration. In the event the State receives a notice of non-renewal, the Master Contractor must provide the State with an insurance policy from another carrier at least ~~sixty (60)~~ **thirty (30)** days prior to the expiration of the insurance policy then in effect. All insurance policies must be with a company licensed to do business in Maryland. In the event that the Contractor fails to procure and keep in force at all relevant times hereunder such insurance, the State shall have the right, but not the obligation, to obtain such insurance on behalf of the Master Contractor and the State shall have the right to withhold the cost of such insurance from any amounts otherwise due to the Master Contractor. If there are no amounts otherwise due to the Master Contractor hereunder, the cost of such insurance shall become immediately payable by the Master Contractor to the State.

2.17.5 The Master Contractor shall require that any subcontractors that are utilized to fulfill the obligations of this contract obtain and maintain similar levels of insurance and shall provide the State with the same documentation as is required of the Master Contractor.”

2. **REVISE Section 3.4.2.6.B)-** as follows:

3.4.2.6.-Other Required Submissions

A) Completed Proposal Affidavit (Attachment B)

B) The Offeror shall provide a copy of the Offeror's current certificate of insurance with the prescribed limits **and all the prescribed requirements as** set forth in Section 2.17, **or, communicate their intention in writing to provide this current certificate of insurance.**

(In either case, As as Section 2.17 notes, within five working days after notice of potential award, the Offeror shall provide a ~~current copy of a current~~ **final** certificate of insurance, with all the prescribed requirements, **inclusive of** types and dollar levels, **etc., as** noted in the Section 2.17. Failure to provide this within the five working days, may negate the Offeror for a Master Contractor award.)

C) Completed Conflict of Interest Affidavit and Disclosure (Attachment G)

ADDENDUM No. 4 – August 17, 2007 (Continued)

If you have any questions regarding this Addendum, please direct them to me, Jacques' Boock, at telephone number 410.260.7681 or email jboock@dbm.state.md.us.

Issued: August 17, 2007

Sincerely,
//s//
Jacques' Boock
DBM Procurement Officer