



MARTIN O'MALLEY  
Governor

ANTHONY BROWN  
Lieutenant Governor

T. ELOISE FOSTER  
Secretary

**Amendment #3 to  
Request for Proposals (RFP) Hardware and Associated Equipment and Services Project No.  
050B7800023  
April 12, 2007**

Ladies and Gentleman:

This Amendment #3 is being issued to amend and clarify certain information contained in RFP # 050B7800023. All information contained herein is binding on all Offerors who respond to this RFP and PORFP. Specific parts of the RFP have been amended. The following revisions/deletions/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 strikethrough (ex. ~~language deleted~~).

1. Revise RFP, Mercury section 1.33, 3.4.2.3, and 2.10.2,

This solicitation and resulting master contract requires that all materials used in the performance of the Contract and subsequent Task Order Agreements and Small Work Orders shall be mercury-free products. The Offeror shall submit a Mercury Affidavit with its **POREP** proposal found at Attachment I.

**3.4.2.3 Other Required Submissions**

- A) Completed Bid/Proposal Affidavit (Attachment B)
- B) A copy of the Offeror's current certificate of insurance described in Section 2.12 (property, casualty and liability), which, at a minimum, shall contain the following:
  - Carrier (name and address)
  - Type of insurance
  - Amount of coverage
  - Period covered by insurance
  - Exclusions
- C) Completed Conflict of Interest Affidavit and Disclosure (Attachment H)
- D) Completed Attachment G-1 Offeror Acknowledgement of PORFP MBE Participation Commitment.
- E) ~~Mercury Affidavit (Attachment I)~~

~Effective Resource Management~

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## 2.10.2 PORFP Submission Requirements

Upon receipt of a PORFP, each Master Contractor shall, no later than the PORFP due date and time, either prepare and submit a detailed proposal, or provide a PORFP Feedback Form explaining why it does not intend to submit a Proposal. As an example, the Proposal may provide the following:

- A) Explanation of how the Master Contractor intends to meet the requirements of the PORFP;
- B) Description of the proposed Hardware;
- C) Transportation and delivery schedule;
- D) Installation services provided and schedule, if applicable;
- E) Manufacturer's Warranty Services provided, if applicable;
- F) Training Services provided and schedule, if applicable;
- G) Guarantee that any operating software included will be virus free;
- H) A statement that the Master Contractor is authorized by the Manufacturer or Distributor to provide the Hardware and/or services as of the date of the response;
- I) Subcontractors, if any, including required letters of authorization;
- J) Proposed price.
- K) Captured Hardware Manufacturer or Hardware Distributor screen shot of current MSRP as of the date of the PORFP proposal submission. Subject to the approval of the State of Maryland, a comparable substitute directly from the Hardware Manufacturer or other Hardware Distributor may be acceptable.
- L)Mercury Affidavit (Attachment I)**

## 2. Revise RFP Section 2.2.3,

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 hardware is to be delivered, prepaid, to the location specified in a PORFP within ~~3~~ **10** business days from the date of the **receipt of the** PO. The MSRP will be construed to include delivery within ~~3~~ **10** business days from the date of the **receipt of the** PO. Similarly, provided a PORFP allows at least ~~3~~ **10** business days delivery time, any price proposed in response to a PORFP that is lower than MSRP will be construed to include delivery within ~~3~~ **10** business days from the date **of receipt of** the PO. If a PORFP specifies delivery in less than ~~3~~ **10** 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.~~

## 3. Revise Contract, Section 2.1,13,14, and 22,

2.1

The Contractor shall provide Hardware and Associated Equipment and Services, Training and Installation and/or Manufacturer's Extended Warranty, for the State as described in the PO and the PORFP. These services shall be provided in accordance with the terms and conditions of this Contract and the following Exhibits, which are attached and incorporated herein by reference. If there are any inconsistencies between this Contract and Exhibits A ~~through G, B, C, and D~~, the terms of this Contract shall control. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision.

Exhibit A - The RFP.

**Exhibit B – Purchase Order (when executed).**

**Exhibit C – PORFP (when released).**

**Exhibit D – Master Contractor's response to the PORFP (when submitted).**

Exhibit ~~BE~~ - The Technical Proposal.

Exhibit ~~CF~~ - The Financial Proposal.

Exhibit ~~DG~~ - State Contract Affidavit, executed by the Contractor and dated \_\_\_\_\_.

### 13. Contingent Fee Prohibition

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the Contractor to solicit or secure this Contract, and that it has not paid or agreed to pay any person, partnership, corporation or other entity, other than a bona fide employee, **bona fide agent**, bona fide salesperson or commercial selling agency, any fee or other consideration contingent on the making of this Contract.

### 14. Nonavailability of Funding

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of **a PO under** this Contract succeeding the first fiscal period, ~~this Contract~~ **the PO** shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the ~~Contract-PO~~ hereunder will be to discharge both the Contractor and the State from future performance of the ~~Contract-PO~~, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the ~~Contract-PO~~. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of ~~this Contract~~ **the PO** for each succeeding fiscal period beyond the first.

### 22. Retention of Records

The Contractor shall retain and maintain all records and documents in any way relating to this Contract for ~~six~~ three years after final payment by the State of Maryland under this Contract or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including by way of example only, the Procurement Officer or the Procurement Officer's designee, and the Contract Manager or the Contract Manager's designee, at all reasonable times. All records related in any way to the Contract are to be retained for the entire time provided under this section. The Contractor shall, upon request by the Department, surrender all and every copy of documents needed by the State, including, but not limited to itemized billing documentation containing the dates, hours spent and work performed by the Contractor and its subcontractors under the Contract. The Contractor agrees to cooperate fully in any audit conducted by or on behalf of the State, including, by way of example only, making records and employees available as, where, and to the extent requested by the State and by assisting the auditors in reconciling any audit variances. Contractor shall not be compensated for providing any such cooperation and assistance.

Remember proposals are due on Tuesday April 17, 2007 no later than 2:00 p.m.  
Should you require clarification of the information provided in this addendum, please contact me at (410)260-7570 as soon as possible.

Date issued: April 12, 2006

By,

Joy Epstein  
Procurement Officer