



**Addendum #7 to
Request for Proposals (RFP)
STATEWIDE PUBLIC SAFETY WIRELESS COMMUNICATIONS SYSTEM
PROJECT NO. 060B9800036**

October 1, 2008

Ladies/Gentlemen:

This Amendment is being issued to change, add or delete certain information contained in the above named RFP. Specific parts of the RFP have been amended and the RFP changes are detailed below. The changes are marked with text underlined if it is new and crossed through if it has been deleted. This marking will help you more easily identify what has changed.

1. On Price Sheets – F4; F4 – Equipment and Accessories, page 8 of 13, **Antenna Installation Labor & Materials** (last item on page): change: “Sec. 3.3.2.6” to “Sec. 3.3.2.5”.

2. Addendum #4, Item 3: change wording from:

A-1) Attachment F1A; Training Pricing. An associated price sheet for Attachment F1 is Attachment F1A. Attachment F1A provides the State’s estimate of the required training per region. These estimates are provided only to give guidance to Offerors as they compute the Training Costs included in Attachment F1. Please note: This values provided by offerors on this price sheet are not carried forward to any other price sheet. The State makes no guarantee of its actual training requirements.

to:

A-1) Attachment F1A; Training Pricing. An associated price sheet for Attachment F1 is Attachment F1A. Attachment F1A provides the State’s estimate of the required training per region. These estimates are provided only to give guidance to Offerors as they compute the Training Costs included in Attachment F1. Please note: ~~This values provided by offerors on this price sheet are not carried forward to any other price sheet.~~ The values provided by offerors on this price sheet shall be carried forward to Attachment F1, under Training (Sec. 3.6.4) in all regions (1A, 1, 2, 3 and 4) and under all Deployment Options (Public Service, Public Safety-Build and Public Safety-Upgrade). The State makes no guarantee of its actual training requirements.

3. Attachment A, add the following as Section 29 after Section 28:

29 Prompt Pay Requirements

29.1 If a contractor withholds payment of an undisputed amount to its subcontractor, the Agency, at its option and in its sole discretion, may take one or more of the following actions:

- 29.1.1 Not process further payments to the contractor until payment to the subcontractor is verified
- 29.1.2 Suspend all or some of the contract work without affecting the completion date(s) for the contract work;
- 29.1.3 Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due;
- 29.1.4 Place a payment for an undisputed amount in an interest-bearing escrow account; or
- 29.1.5 Take other or further actions as appropriate to resolve the withheld payment.
- 29.2 An “undisputed amount” means an amount owed by a contractor to a subcontractor for which there is no good faith dispute. Such “undisputed amounts” include (a) retainage which had been withheld and is, by the terms of the agreement between the contractor and subcontractor, due to be distributed to the subcontractor and (b) an amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.
- 29.3 An act, failure to act, or decision of a procurement officer or a representative of the Agency, concerning a withheld payment between a contractor and subcontractor under this policy directive, may not:
 - 29.3.1 Affect the rights of the contracting parties under any other provision of law;
 - 29.3.2 Be used as evidence on the merits of a dispute between the Agency and the contractor in any other proceeding; or
 - 29.3.3 Result in liability against or prejudice the rights of the Agency.
- 29.4 The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the Minority Business Enterprise program.
- 29.5 To ensure compliance with certified MBE subcontract participation goals, the Agency may, consistent with COMAR 21.11.03.13, take the following measures:
 - 29.5.1 Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule.
 - 29.5.2 This verification may include, as appropriate:
 - 29.5.2.1 Inspecting any relevant records of the contractor;
 - 29.5.2.2 Inspecting the jobsite; and
 - 29.5.2.3 Interviewing subcontractors and workers.
 - 29.5.2.4 Verification shall include a review of:
 - 29.5.2.4.1 The contractor’s monthly report listing unpaid invoices over 30 days old from certified MBE subcontractors and the reason for nonpayment; and
 - 29.5.2.4.2 The monthly report of each certified MBE subcontractor, which lists payments received from the contractor in the preceding 30 days and invoices for which the subcontractor has not been paid.
 - 29.5.3 If the Agency determines that a contractor is in noncompliance with certified MBE participation goals, then the Agency will notify the contractor in writing of its findings, and will require the contractor to take appropriate corrective action. Corrective action may include, but is not limited to, requiring the contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.
 - 29.5.4 If the Agency determines that a contractor is in material noncompliance with MBE contract provisions and refuses or fails to take the corrective action that the Agency requires, then the Agency may:
 - 29.5.4.1 Terminate the contract;

- 29.5.4.2 Refer the matter to the Office of the Attorney General for appropriate action; or
- 29.5.4.3 Initiate any other specific remedy identified by the contract, including the contractual remedies required by this Directive regarding the payment of undisputed amounts.
- 29.5.5 Upon completion of the contract, but before final payment or release of retainage or both, the contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

Date Issued: October 1, 2008

Ed Bannat
Procurement Officer