



MARTIN O'MALLEY
Governor

ANTHONY BROWN
Lieutenant Governor

T. ELOISE FOSTER
Secretary

**Amendment #2 to
Request for Proposals (RFP) Hardware and Associated Equipment and Services Project
No. 050B7800023
April 9, 2007**

Ladies and Gentleman:

This Amendment #2 is being issued to amend and clarify certain information contained in RFP # 050B7800023 by way of Attachment 1a, 1b, and 1c. 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 strikeout (ex. ~~language deleted~~).

1. Revise, Table of Contents, pg v, add the following references,

Attachment D-IV.....54
Attachment G.....58
Attachment H.....72
Attachment I.....73

2. Revise, General Information, Section 1.1.3, 2nd paragraph, 2nd to last sentence,

Master Contractors may add Manufacturers' Products and/or services from time to time throughout the life of the Master Contract by submitting Letters of Authorization from the Manufacturer or Distributor of the Hardware in accordance with the procedure set forth in ~~Section 2.7~~ **Section 2.9**.

3. Revise, RFP Section 1.2, Background,

The 2020 Desktop contract, Project Number DBM-2020-DESKTOP, providing for the purchase of both Hardware and related services, is scheduled to expire ~~February 28~~, **August 31**, 2007.

4. Revise, RFP Section 1.2.2, Background,

The Network Communications Equipment contract, Project Number 050R2800143, providing for the purchase of Network Communications Equipment, Integration

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services and Equipment maintenance, is scheduled to expire February 28, August 31, 2007.

5. Revise, RFP Section 1.3, Abbreviations and Definitions,

~~Fixed price PORFP- A PORFP which places responsibility on the Master Contractor for the delivery of the Hardware of the complete performance of the services in accordance with the PORFP at a price that may be firm or may be subject to contractually specified adjustment.~~

Firm fixed-price PORFP- A PORFP which places responsibility on the Master Contractor for the delivery of the Hardware and of the complete performance of the services in accordance with the PORFP at a price that is not subject to adjustment.

6. Revise RFP Section 1.5, Master Contract Duration,

The term of this Contract shall be for a period of about five (5) years, beginning on or about ~~June~~ September 1, 2007 and will terminate on ~~June 31~~, August 31, 2012.

7. Revise RFP Section 1.9, eMaryland Marketplace (eMM) Fee:

8. Revise RFP Section 1.31 Payments by Electronic Funds Transfer,

<http://compnet.comp.state.md.us/gad/pdf/GADX-10.pdf>
general accounting division

9. Revise RFP Section 1.33, Mercury and Products That Contain Mercury,

This solicitation and resulting ~~master contract~~ purchase order require that all materials used in the performance of the Contract and subsequent Task Order Agreements and ~~Small Work Orders~~ shall be mercury-free products. follow guidelines for Mercury and Products that Contain Mercury found in COMAR 21.11.07.07.

10. Revise RFP Section 1.34 Conflict of Interest, Second sentence,

Contractor ~~will~~ may be required to complete a Conflict of Interest Affidavit with ~~each~~ a Proposal submitted in response to a PORFP.

11. Revise RFP Section 2.2.3 Shipping Requirements,

Master Contractors shall provide prepaid delivery, FOB (the delivery destination specified in the PORFP) to any State eligible customer located within the State's boundaries. Unless specified otherwise in a PORFP, all hardware is to be delivered, prepaid, to the location specified in a PORFP within 3 business days from the date of the PO. The MSRP will be construed to include delivery within 3 business days from the date of the PO. Similarly, provided a PORFP allows at least 3 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 business days from the date of the PO.

If a POREP specifies delivery in less than 3 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 POREP that requires expedited delivery, the POREP 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. If expedited shipping is required by the State, additional charges may apply for:

- Standard Overnight (delivery by 3:00 PM the next day)
- Priority Overnight (delivery by 10:30 AM the next business day)
- Saturday Delivery (delivery by 12:00 PM)

12. Revise RFP Section 2.3, Functional Area ~~I~~ **I** Heading and first sentence,

INCLUDES **BUT IS NOT LIMITED TO THE FOLLOWING** BRAND OR GENERIC NAME EQUIPMENT: ~~INCLUDING BUT NOT LIMITED TO:~~

13. Revise RFP Section 2.4 Functional Area ~~II~~ **II**,

Includes **but is not limited to the following** brand or generic name equipment; ~~but not limited to~~

14. Revise RFP Section 2.5 Functional Area ~~III~~ **III**.

15. Revise RFP Section 2.6, second paragraph, last sentence,

Hardware purchases acquired through other State contracts requiring Installation **and Training** services must be provided via a separate vehicle such as Maryland's consulting Technical Services (CATS) contract or a stand-alone procurement.

16. Revise RFP Section 2.7.1 Functional Area V, 2nd paragraph,

Any warranty period for equipment and services will not commence until acceptance of the equipment or services by the ~~Requesting a~~ **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 without the Installation ~~Terms~~ **terms**, the contractor is responsible for the installation of the replacement equipment as defined in the ~~agency solicitation~~ **POREP**. If the products were provided without installation, the contractor, at its option and at no additional cost to the State, may provided on-site service or next-day drop ship replacements for the Agency to install.

17. Revise RFP Section 2.8, 2nd and 3rd paragraphs,

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

- 1) the notice of completion of installation from the contractor, or
- 2) the delivery of equipment supplied without installation; and prior to acceptance and payment for each item installed or delivered.

The ~~state~~ **State** does not assume ownership for equipment, nor do warranty periods begin, until the ~~using State Agency~~ **Requesting State Agency** point of contact accepts the Contractor's product and work as fully operational **as provided herein**.

18. Revise RFP Section 2.10.1, PORFP Procedures,

N) MBE requirements, if applicable.

O) Conflict of Interest Affidavit

19. Revise RFP Section 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 ~~they do~~ **it does** not intend to submit a proposal.

20. Revise RFP Section 2.10.3, Procedure for Awarding a PORFP,

Evaluation criteria for award will be established at the PORFP level. ~~PORFPs will be awarded in accordance with the competitive Sealed Proposals process under COMAR 21.05.03. The Agency POC will recommend award to the Master contractor whose proposal is determined to be the most advantageous to the State, considering price and the evaluation factors set forth in the PORFP. The Agency POC will initiate and deliver a PO to the selected Master Contractor.~~ **The PO will be awarded to the Master Contractor whose proposal is determined to be the most advantageous to the State, considering price and the evaluation factors set forth in the POREP. The Agency POC will initiate and deliver a PO to the selected Master Contractor.**

21. Revise RFP Section 2.11.1, Ordering Processing Procedure,

The Master Contractor shall provide the order processing procedure (see section 34.3.4) necessary to demonstrate how ~~they~~ **it** will perform the requirement in a PORFP. The Master contractor is expected to establish a ~~project organization/office~~ **POC** to provide overall management of the contract work. The Master Contractor

shall manage dedicated ~~personnel~~, and personnel and all subcontractors.

22. Revise RFP Section 3.4.2.3 Manufacturer's or Distributor's Letter of Authorization, paragraph B, 4th sentence and 1st bullet point,

The Letter of Authorization shall be on the Manufacturer or Distributor's letterhead or ~~through~~ in a Manufacturer or Distributor's e-mail.

- Manufacturer or Distributor POC name and ~~alternate~~ the name of an alternate for verification

23. Revise Section 3.4.2.6 Other Required Submissions, revise par. B, C, and add line E, as follows,

B) A copy of the Offeror's current certificate of insurance ~~required by~~ described in Section ~~2.10~~ 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)

E) Mercury Affidavit (Attachment I)

24. Revise Section 3.5, Financial Proposal, Section 3.5.1,

Offeror's shall certify by signing Attachments ~~D-1, D-3,~~ D-I, D-II, D-III, and D-V (as applicable), that the Offeror shall provide pricing no higher than the MSRP published as of the date of ~~in~~ the response to the PORFP. The MSRP is being used as a ~~baseline~~ ceiling 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~~ its letterhead will be sufficient. The State will consider the procurement to be competitive if two or more qualified ~~bids~~ proposals are received in response to a PORFP.

25. Revise Section 3.5, Financial Proposal, Section 3.5.2,

~~A) Installation Services:~~

~~If proposing to provide Installation Services, the Offeror must complete Attachment D-2 Labor Rate Schedule for Hardware Installation and/or Training. Prices at the PORFP level may be quoted as fixed price. When combined with a Hardware purchase in the PORFP, prices for Installation must be priced separately from the price of the Hardware in the Financial Proposal.~~

A) Installation Services:

If proposing to provide Installation Services, the Offeror must complete Attachment D-IV, Installation and Training Services Labor Rate Schedule. The prices entered on form D-IV are the maximum prices that may be proposed by a Master Contractor for these services for the duration of the Master Contract term. Prices at the PORFP level may be proposed at or below the prices on form D-IV, and will be fixed for the duration of the associated PORFP. When combined with a hardware purchase in the PORFP, the price(s) for Installation must be priced separately from the price(s) of the hardware in the PORFP Proposal.

~~B) Training Services:~~

~~If proposing to provide Training services, the Offeror must complete Attachment D-2 Labor Rate Schedule for Hardware Installation and/or Training Services. Prices at the PORFP level may be quoted as fixed price. When combined with a Hardware purchase in the PORFP, prices for training must be priced separately from the price of the Hardware in the Financial Proposal.~~

B) Training Services

If proposing to provide Training services, the Offeror must complete Attachment D-IV Installation and Training Services Labor Rate Schedule. The prices entered on form D-IV are the maximum prices that may be proposed by a Master Contractor for these services for the duration of the Master Contract term. Prices at the PORFP level may be proposed at or below the prices on form D-IV, and will be fixed for the duration of the associated PORFP. When combined with a hardware purchase in the PORFP, the price(s) for training must be price separately from the price(s) of the hardware in the PORFP Proposal.

Complete the price sheets as provided in Attachment D- D- IV Price Proposal Form Instructions.

26. RFP Section 4.5.2, Selection Process Sequence,

4.5.2.3 **For Functional Area IV**, ~~T~~the financial proposal of each qualified Offeror will be evaluated separately from the technical evaluation.

27. Revise Contract, Attachment A, section 1.11, and close gap between section 1.14 and section 2,

1.11. "RFP" means the Request for Proposals for Hardware and Associated Equipment and Services, NO. 050B7800023 dated ~~February 2,~~ March 19, 2007 and any amendments thereto issued in writing by the State.

28. Revise Contract, Attachment A, section 3,

3. The term of this Contract is for a period of about five (5) years, beginning on, _____, 2007 and ending ~~April 30,~~ August 31, 2012 unless terminated earlier as provided in this Master Contract.

29. Replace RFP Forms, Attachment D Price Proposal and Instructions, Attachment D-I, Attachment D-II, and Attachment D-III, and Attachment D-V, See Attachment #1a for new forms.

30. Replace RFP Form, Conflict of Interest Form, Attachment H. See Attachment #1b.

31. Replace RFP Form, Mercury Affidavit, Attachment I. See Attachment #1c.

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 9, 2006

By,

Joy Epstein
Procurement Officer

Attachment 1a D Instructions and forms
Attachment 1b Conflict of Interest Affidavit
Attachment 1c Mercury Affidavit