**Amendment #4**
**REQUEST FOR PROPOSALS (RFP)**
**Consolidated Computer Aided Dispatch/Records Management System/Auto Vehicle Locator/Automated Field Reporting**
**PROJECT NO. 060B0400007**
**May 3, 2010**

Ladies/Gentlemen:

This Amendment #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 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. Revise Section 3.4.4.2 as follows:

    3.4.4.2
    Offerors shall provide references of three (3) of its customers. Provide the following information for each client reference:

    - Name of Client Organization

    - Name, title, and telephone number of Point-of-Contact for client organization

    - Value, type, and duration of contract(s) supporting client organization

    - The services provided, scope of the contract, geographic area being supported, and performance objectives satisfied. ~~, and number of inmates serviced by commissary operationsq~~

    - An explanation of why the Offeror is no longer providing the services to the client organization, should that be the case

2. Revise Contract Section 10 as follows:

    10. Disputes

    This Contract shall be subject to the provisions of Title 15, Subtitle 2, of the State Finance and Procurement Article of the Annotated Code of Maryland, ~~as~~ and COMAR 21.10 (Administrative and Civil Remedies).

3. Add to Section 14 as follows:

    Section 14. Nonavailability of Funding

The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the <u>contract</u>. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of the Contract for each succeeding fiscal period beyond the first.

4. Delete Section 30 in its entirety.

~~30.     Nonvisual Accessibility Warranty~~

~~The Contractor warrants that the information technology offered under the proposal (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 Contractor further warrants that the cost, if any, of modifying the information technology for compatibility with software and hardware used for non-visual access does not increase the cost of the information technology by more than five percent. For purposes of this 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.~~

5. Revise Attachment G (Functional and Technical Requirements) #675 as follows:

#675
~~Representations of existing Police and Fire information and data collection forms can be provided to Offerors upon request.~~ <u>Offerors should propose a standard set of law enforcement and fire information and data collection forms such as Uniform Crime Reporting (UCR), National Incident-Based Reporting System (NIBRS) and National Fire Incident Reporting System (NFIRS).</u>

6. Revise Attachment G (Functional and Technical Requirements) #832 as follows:

#832
~~Any required software licenses for achieving these capabilities shall be included in the proposal.~~

7. Revise Attachment G (Functional and Technical Requirements) #1131 as follows:

#1131
~~9. Unit Status~~

8. Revise Attachment G (Functional and Technical Requirements) #536 as follows:

#536
Security shall control which users have the ability to access closed incidents and which users have the ability to update or modify closed incidents by adding a supplemental update.

9. Revise Attachment G (Functional and Technical Requirements) #505 as follows:

#505
The system must allow authorized CAD users to ~~reopen a closed incident and~~ change ~~it's~~ the disposition code of a closed incident by adding a supplemental update and transfer the updates to the RMS.

10. Revise Attachment G (Functional and Technical Requirements) #494 as follows:

#494
The dispatcher shall be able to add comments upon clearing the incident or to a closed incident by adding a supplemental update.

11. Revise Attachment G (Functional and Technical Requirements) #279 as follows:

#279
Information contained in closed incidents may not be modified by the addition of new information subsequent to the closure of the incident, except through addition of a supplemental update.

12. Revise Attachment G (Functional and Technical Requirements) #688 as follows:

#688
The information shall be searchable using standard reporting tools as defined in Requirement 735 ~~Section 7.3.3 Management Information System~~.

13. Revise Attachment A Section 27 Limitation of Liability as follows:

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

A. For infringement of patents, trademarks, trade secrets and copyrights as provided in Section 5 ("Patents, Copyrights, Intellectual Property") of this Contract;

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

C. 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 ~~five (5)~~ three (3) times the total amount of the Contract out of which the claim arises. 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 Section 26.

Issued by:

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