



DEPARTMENT OF
BUDGET & MANAGEMENT

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Governor

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Lieutenant Governor

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Secretary

**Amendment #1 to
Invitation for Bids (IFB)
Microsoft Select and Enterprise Products and Services Large Account Re-Seller (LAR)
Project No. 050B7800011
January 26, 2007**

Ladies and Gentlemen:

This Amendment is being issued to amend and clarify certain information contained in the above named IFB. All information contained herein is binding on all bidders who respond to this IFB. Specific parts of the IFB 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, IFB Section 1.25 Award Basis.

The State will award the contract to the responsive and responsible bidder submitting the most favorable evaluated bid price (as referenced in COMAR 21.05.02.13) for providing the products and services, as specified in this IFB. The most favorable evaluated bid price will be determined by the highest ~~'percentage discount off'~~ **Total Evaluated Bid Price** as bid in ~~Attachment D—Price Bid Price Forms D-1 and D-2~~ **Attachment D-3 Line 8**. In the event of a tie bid, the process documented in COMAR 21.05.02.14 shall apply.

2. Revise, IFB Section 2.6.5, 1st Paragraph.

The Contractor shall accept all returned opened software products that are damaged, defective, or sent in error, as well as unwanted unopened products. **The Contractor shall also accept returns of all licenses, or non-physical products. All returns must be accepted by the Contractor during the first 60 days after receipt of the software by the agency.** Contractor shall give the Authorized User full credit or refund for such products including all costs referenced in the warranty section of the respective Microsoft Agreements, and pay for, or give full credit for, all shipping and handling costs associated with the return of the products.

3. Revise IFB Section 2.5.12.

~~The Contractor shall apply Most Favored Customer Pricing in effect at the time of each product and/or service order or the Contracted fixed percentage discount off to each product and/or service ordered, whichever results in the lowest total discount price to the State for the product/service. The Contractor may apply an additional discount to the~~

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Authorized Users over and above what has been agreed to pursuant to the Contract in its pricing; however, a discount less than the Contracted discount is not permitted.

4. Revise, IFB Attachment D, Price Form -2 Continued, Heading.

~~ATTACHMENT D (Price Form -2 Continued)~~ Renamed **ATTACHMENT D-3**
(Revised 1/26/07)

5. Delete Attachment D-2, Price Bid Form.

Add Price Bid Form D-2 (Revised 1/26/07). The bid form included as a part of this addendum.

Remember bids are due on Tuesday February 6, 2007 no later than 2:00 p.m. Should you require clarification of the information provided in this addendum, please contact me at (410) 260-7414 as soon as possible.

Date issued: January 26, 2007

By

Kimmeria Hall
Procurement Officer