



DEPARTMENT OF
BUDGET & MANAGEMENT

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Amendment #2 to
Invitation for Bids (IFB)
Novell Software Reseller
Project No. 050R5800203
May 12, 2005

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 changes/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 1.2 Definitions as follows:

k) Discount Price – The actual price to be paid by the customer. The Discount Price is calculated by multiplying the contractor's fixed percent discount by the Novell List Price **and Novell Premium Service prices** for the specified product to be purchased to determine the Discount Value, and subtracting the Discount Value from the Novell List Price.

For example:

If the Novell List Price is \$100 and the fixed percent discount (percentage discount) is 44%, then the Discount Value is (100 x 0.44) \$44, and the Discount Price is (\$100 - \$44) \$56.

l) Discount Value – Results from multiplying the contractor's fixed percent discount by the Novell List Price **or the price within the Novell Premium Service list** for the specified product to be purchased.

~~t) SGA's – Means Maryland State Government agencies. of the Executive Branch of State government~~

u) Media - Means the Novell Software contained in a media format, i.e., CD-ROM, disc, tape, or transmitted by electronic delivery, including any applicable registration codes and end user Documentation. Media may also refer to any training or reference materials in a media format, such as printed manuals."

v) Novell Premium Service – The List Price is established by Novell and is the price for the respective Novell products & services available at Novell's website at <http://www.novell.com/licensing/price.html> and is subject to change by Novell. The Novell Premium Service list price is the basis for establishing the Discount Price. Also list price may be obtained in writing directly from Novell. During the MLA term, the Novell list price for

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available 'Optional Premium Service and Premium Service Upgrades' shall remain at the price published by Novell the first month of such term (or whenever the product first became published on the price list during the term). The limited price protection will expire at the end of each Term. Any decrease in list prices will apply to orders placed under this procurement received after publication of a new Price List.

2. Delete IFB Section 2.2 in its entirety and replace with:

At contract implementation, DBM will provide processes and procedures on the DBM Website for administration of this contract at URL:

Main DBM Website Home Page URL:

http://www.dbm.maryland.gov/portal/server.pt?space=CommunityPage&cached=true&parentname=MyPage&parentid=2&in_hi_userid=1332&control=SetCommunity&CommunityID=219&PageID=0

DBM IT Contracts Page URL:

http://www.dbm.maryland.gov/portal/server.pt?space=CommunityPage&cached=true&parentname=MyPage&parentid=0&in_hi_userid=1332&control=SetCommunity&CommunityID=237&PageID=0&portal=dbm

3. Delete IFB Section 2.6 Optional Services in its entirety and replace with:

Premium Services is the Novell technical support that is provided to Novell customers that purchase Novell MLA maintenance. There is not a separate cost for Premium Services. Optional Services are considered upgrades to Novell Premium services and there is a cost associated for that service and Novell Premium Service Options, which also has a cost, associated with that service. See the Attachment K, that indicates Novell's current price list for optional premium services and upgrades. The Contractor shall provide Optional Services per the MLA agreement, at no less than the percent discount contracted.

4. Add IFB Section 2.8.1.1

The contractor shall apply the contracted fixed percent discount off of the Novell List Price (See Attachment K-Novell Premium Service) for optional premium services and upgrades to all SGA's and NSGA's for the entire length of the base contract and any renewal option periods.

5. Add IFB Section 2.10.4.1

For electronic deliveries' validation, the product delivery date and time shall utilize the date stamp of the customer's information technology system. The contractor shall retain evidence of order fulfillment for their own system if electronic devices are utilized. The contractor shall respond and coordinate all requests for delivery confirmation that affects Novell.

6. Add IFB Section 2.10.4.2

For delivery confirmation on products and services through facsimile, the contractor shall utilize their own date and time stamp or Novell's date and time stamp confirmation, as applicable.

7. Revise IFB Section 2.12.1

All shipments shall be accompanied by a packing list that includes the identification of the items shipped, quantities, Purchase Order number, and the contract number. Drop shipments shall contain packing lists with the same information. All packages shall have the Purchase Order number clearly marked on the outside of the packing or container. Shipments received without a packing list and/or Purchase Order number shown on the outside of the package may be refused and returned at the Contractor's expense. **See section 2.10.4 for electronic deliveries and delivery confirmation.**

8. Revise IFB Section 2.12.6

The Contractor shall provide a means to document and keep 'product delivery' notification for all SGA's and NSGA's. The Contractor shall submit such evidence upon request by the State Contract Manager. The Contractor shall keep the records for product delivery for the complete term of the contract. Product delivery information shall include but not be limited to the same information required in Order Confirmation, or as additionally requested by the State Contract Manager. **See Sections as amended for 2.10.4.1, 2.10.4.2, 2.12.1, 2.13.2, 2.14, and 2.15.**

9. Add IFB Section 2.14.3

The Contractor shall note on their applicable report to the State if there was no response from the customer for acceptance and so therefore, no signed MLA order form was received during the time and for either condition of:

a. 90 days elapsed without extension request ; or

b. An additional 30-day extension was requested within the 90 days; however, no signed MLA order form was received by the Contractor.

10. Revise IFB Section 2.15 Reports as follows:

'm' A subtotal for SGA's and NSGA's of dollars and quantities ordered by SGA's and NSGA's **to include licenses, maintenance, premium service upgrades, other premium services, and media.** (Subtotals shall be for each Fiscal Year's quarter: July thru September (due October 15); October thru December (due January 15); January thru March (due April 15); April thru June (due July 15));

Delete 'n' in its entirety and replace with:

A subtotal for SGA's and NSGA's total of dollars and quantities ordered by SGA's and NSGA's to include licenses, maintenance, premium service upgrades, other premium services, and media. Subtotals shall be for each Fiscal Year's quarter: July thru September (due October 15);

October thru December (due January 15); January thru March (due April 15); April thru June (due July 15);

Delete 'o' in its entirety and replace with:

A subtotal for SGA's and NSGA's cumulative total of dollars and quantities ordered by SGA's and NSGA's fiscal year-to-date to include licenses, maintenance, premium service upgrades, other premium services, and media (a total Fiscal Year of the state is the Fiscal State Year of July 1 through June 30 each year);

Add IFB Section 2.15 'q':

q. Any products or services that did not receive a signed MLA for acceptance during the '90' days without extension request, or during the '120' days that includes an extension request. (See also amended Section 2.14.3.)

11. Delete ATTACHMENT H - Bid Price Instructions & Form in its entirety
12. Add ATTACHMENT H - Bid Price Instructions & Form (**Revised May 10, 2005**) (NOTE: ATTACHMENT H Revised immediately follows this addendum.
13. Add Attachment K - Novell Premium_Service_Brochure. (NOTE: Attachment K is a separate PDF file)

Remember proposals are **now due on May 20, 2005 no later than 2:00 p.m.** Should you require clarification of the information provided in this addendum, please contact me at (410) 260-7683 as soon as possible.

Date Issued: May 12, 2005

By <Signed>
William M. Bowser
Procurement Officer