



**Addendum #3 to  
Invitation for Bids (IFB)  
Microsoft Software & Services Large Account Reseller  
PROJECT NO. 060B2490024  
July 16, 2012**

Ladies/Gentlemen:

This Addendum #3 is being issued to amend and clarify certain information contained in the above referenced IFB. All information contained herein is binding on all Offerors who respond to this IFB. Specific parts of the IFB have been amended and the IFB changes are detailed below. 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 strikethrough (i.e., ~~word~~).

1. Page iv, Add:

**Section 1.29 Contract Extended to Include Other Non-State of Maryland Governments or Agencies**

after Section 1.28 in the Table of Contents

2. Page 12, Add the following:

**1.29 Contract Extended to Include Other Non-State of Maryland Governments or Agencies**

For the purposes of an information technology or telecommunications procurements, pursuant to §3A-401(b) of the State Finance and Procurement Article of the Annotated Code of Maryland, county, municipal, and other non-State of Maryland governments or agencies may purchase from the Contractor goods or services covered by this contract at the same prices chargeable to the State. All such purchases by non-State of Maryland governments or agencies:

1. Shall constitute Contracts between the Contractor and that government or agency;
2. Shall not constitute purchases by the State or State agencies under this contract;
3. Shall not be binding or enforceable against the State, and
4. May be subject to other terms and conditions agreed to by the Contractor and the purchaser. The Contractor bears the risk of determining whether or not a government or agency with which the Contractor is dealing is a State agency. The State has the sole and exclusive authority to negotiate changes to the terms and conditions of the Select and Enterprise Agreements with Microsoft.

3. Section 3.4.7. Delete the following from Section 3.4.7:

The State shall be named as an additional named insured on the policies of all property, casualty, liability, and other types of insurance evidencing this coverage (Worker's Compensation accepted). Certificates of insurance evidencing this coverage shall be provided prior to the commencement of any activities in the Contract. ~~All insurance policies shall be endorsed to include a clause that requires that the insurance carrier~~ The Contractor shall provide the Procurement Officer, by certified mail, ~~not less than 60 days~~ reasonable advance notice of any non-renewal, cancellation, or expiration. In the event ~~the State receives a~~ of such notice of ~~non-renewal~~, the Contractor shall provide the State with ~~an insurance policy certificates of insurance evidencing the requisite coverage~~, from another carrier at least 30 days prior to the expiration of the insurance policy then in effect. All insurance policies shall be with a company licensed by the State to do business and to provide such policies.

4. Attachment A - Contract – Section 23 Warranties: Remove the sub-paragraph A and replace it with the new sub-paragraph A as described below:

~~A. It has all right, title and interest to the Software. The State's use of the Software will not infringe on the intellectual property rights of any person or entity.~~

A. It is a LAR certified by Microsoft to sell Microsoft Select and Enterprise products and licenses in Maryland under the respective Select and Enterprise programs and as such, has full authority to pass through or otherwise transfer and assign the Microsoft licenses to the Microsoft software products obtained through Contractor hereunder, subject to the terms of the Select and Enterprise Agreements, and that is has made such contractual agreements with Microsoft that are required for Contractor to fully discharge each and every obligation of Contractor under the IFB and this Contract. It has all right, title and interest to the Select and Enterprise software licenses. Nothing for which the Contractor is responsible under this Contract will cause the State's use of the Select and Enterprise software to infringe on the intellectual property rights of any person or entity.

5. Attachment A - Contract – Section 23 Warranties: Add sub-paragraph F as follows:

F. It will at no time during the term of this Contract do anything that will place the State in actual or prospective breach of its obligations to Microsoft under the Select or Enterprise Agreements.

Date Issued: July 16, 2012

Ed Bannat  
Procurement Officer