



MARTIN O'MALLEY
Governor

ANTHONY BROWN
Lieutenant Governor

T. ELOISE FOSTER
Secretary

**Amendment #4 to
Request for Proposals (RFP) Hardware and Associated Equipment and Services Project No.
050B7800023
June 18, 2007**

Ladies and Gentleman:

This Amendment #4 is being issued to amend and clarify certain contract information contained in RFP # 050B7800023 and is being sent to all Offerors who are potentially susceptible for award (Offerors"). All information contained herein is binding on all Offerors. 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~~).

Each Offeror must provide to the undersigned Procurement Officer a signed written response to this Amendment #4 that such Offeror: 1) acknowledges receipt of this addendum and 2) agrees to bound by it. Such signed written response in a hard copy format (no electronic submissions) must be received by the Procurement Officer no later than 5 business days from date of issue of this Amendment #4.

1. Revision to Contract, Section 28. Risk of Loss; Transfer of Title.

Risk of loss for conforming supplies, equipment and materials specified as deliverables to the State hereunder shall remain with the Contractor until the supplies, equipment, materials and other deliverables are ~~accepted~~ **received** by the State, ~~as evidenced by a written statement of acceptance from the State to the Contractor that expressly specifies the supplies, equipment, materials and other deliverables that are subject to such acceptance.~~ Title of all such deliverables passes to the State upon ~~acceptance~~ **receipt** by the State, subject to the State's **acceptance and** payment for the same in accordance with the terms of this Contract.

2. Addition to Contract, New Section 31,

31. Patents, Copyrights, Intellectual Property

31.1 If the Contractor furnishes any design, device, material, process, or other item, which is covered by a patent or copyright or which is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items.

31.2 The Contractor will defend or settle, at its own expense, any claim or suit against the

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State alleging that any such item furnished by the Contractor infringes any patent, trademark, copyright, or trade secret. If a third party claims that a product infringes that party's patent, trademark, trade secret, or copyright, the Contractor will defend the State against that claim at contractor's expense and will pay all damages, costs and attorney fees that a court finally awards, provided the State (i) promptly notifies that Contractor in writing of the claim; and (ii) allows contractor to control and cooperates with Contractor in, the defense and any related settlement negotiations. The obligations of this paragraph are in addition to those stated in section 31.3 below.

31.3If any products furnished by the Contractor become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement, the Contractor will, at its option and expense: (a) procure for the State the right to continue using the applicable item, (b) replace the product with a non-infringing product substantially complying with the item's specifications, or (c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.

Date issued: June 18, 2007

By,

Joy Epstein
Procurement Officer