



MARTIN O'MALLEY  
Governor

ANTHONY BROWN  
Lieutenant Governor

T. ELOISE FOSTER  
Secretary

**Amendment #8 to  
Request for Proposals (RFP) Commercial off the Shelf Software Project No. 050B7800012  
June 19, 2007**

Ladies and Gentleman:

This Amendment #8 is being issued to amend and clarify certain contract information contained in RFP # 050B7800012 and is being sent to all Offerors who are potentially susceptible for award ("Offerors"). All information contained herein is binding on such 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 #8 that such Offeror: 1) acknowledges receipt of this addendum, and 2) agrees to be 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 June 27, 2007.

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. Revision to Contract, Section 22. Retention of Records,

The Contractor shall retain and maintain all records and documents in any way relating to this Contract for ~~six~~ **three** years after final payment by the State of Maryland under this Contract or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including by way of example only, the Procurement Officer or the Procurement Officer's designee, and the Contract Manager or the Contract Manager's designee, at all reasonable times. All records related in any way to the Contract are to be retained for the entire time provided under this section. The Contractor shall, upon request by the Department, surrender all and every copy of documents needed by the State, including, but not limited to itemized billing documentation containing the dates, hours spent and work performed by the Contractor and its subcontractors under the Contract. The Contractor agrees to cooperate fully in any audit conducted by or on behalf of the State, including, by way of example only, making records and employees available as, where, and to the extent requested by the State and by assisting the

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auditors in reconciling any audit variances. Contractor shall not be compensated for providing any such cooperation and assistance.

3. Revision to Contract, Section 30. Commercial Nondiscrimination.

A. As a condition of entering into this Contract Agreement, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Contract Agreement and may result in termination of this Contract Agreement, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

**B. The Contractor shall include the above Commercial Nondiscrimination clause, or similar clause approved by DBM, in all subcontracts.**

~~B.C.~~ As a condition of entering into this Contract Agreement, upon the Maryland Human Relations Commission's request, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past 4 years on any of its contracts that were undertaken within the state of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that is requested by the State. Contractor understands that violation of this clause is a material breach of this Contract Agreement and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

4. 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 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.

31.3 If 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.

5. The State of Maryland hereby rescinds Amendment #2 issued March 2, 2007 in its entirety. Please append the former content of rescinded Amendment #2 (State's revised response to Question #18) to the end of Question and Responses #1 issued February 28, 2007.

Date issued: June 19, 2007

By,

Patti Tracey  
Procurement Officer