

**Q&A's #2 to  
Invitation for Bids (IFB)  
Microsoft Software & Services Large Account Reseller  
PROJECT NO. 060B2490024  
July 19, 2012**

Ladies/Gentlemen:

This list of questions and responses is being issued to clarify certain information contained in the above referenced IFB. The statements and interpretations contained in the following responses to a question by potential Offerors are not binding on the State, unless an addendum expressly amends the IFB.

1. Would it be acceptable to Amend this new change provided in Addendum #3 for Contract – Section 23 Warranties as follows? We never obtain the right or title to the licenses and as Stated in Q&A #1, we only have the right to resell the software.

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 resell~~ 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.

**Answer:** Please see Addendum #4.