

May 11, 2021

Re: Amendment to the Invitation for Bids for 2021 Master Equipment Lease-Purchase Financing, IFB #MEL\_04272021

Dear Prospective Bidder:

This is an Amendment to the Maryland State Treasurer's Office IFB #MEL\_04272021.

**You must acknowledge below that you have received this Amendment.**

1. Section 1.1 Summary Statement corrects the financing date of June 16, 2021 to June 29, 2021 as show below:

"The Office anticipates that the first take down under the Master Lease will occur on June 16-29, 2021 and will finance \$3,851,871.88 of equipment, a description of which is included as Appendix D-2."

2. Section 15 Risk of Loss; Damage, Destruction, and Condemnation; Use of New Proceeds, paragraph (b) and (c) are revised by deleting "or provide for the payment of the Lease Payments as provided in Section 18," as shown below:

- (b) If, prior to the termination of the Lease Term, (i) the Equipment or any portion thereof is destroyed (in whole or in part), or is damaged by fire or other casualty; or (ii) title to, or the temporary use of, the Equipment or any part thereof or the estate of Lessee or Lessor in the Equipment or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm, or corporation acting under governmental authority; or (iii) for any other reason, the Equipment or any portion thereof is no longer in the possession and control of Lessee; Lessee may, at its option, apply the Net Proceeds (as defined below) in whole or in part to (i) replace, repair, restore, modify or improve such Equipment or any portion thereof, or (ii) exercise its option to purchase such Equipment ~~or provide for the payment of the Lease Payments as provided in Section 18.~~ Any balance of the Net Proceeds remaining after application in accordance with this Section shall be paid to the Lessee.

- (c) If the Net Proceeds received with respect to any Equipment are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement referred to in clause (b) of this Section, the Lessee shall either (i) complete the work and pay any cost in excess of the amount of the Net Proceeds, in which event the Lessee shall not be entitled to any reimbursement therefor from the Lessor or to any diminution of the amounts payable under any Equipment Schedule; or (ii) purchase such Equipment ~~or provide for the payment of the Lease Payments as provided in Section 18.~~ The amount of the Net Proceeds in excess of the amount required to purchase such Equipment ~~or provide for the payment of the Lease Payments,~~ if any, may be retained by the Lessee.

If you have any questions regarding this amendment, please contact me at (410)260-7903.

Sincerely,  
*Anne Jewell*  
Procurement Officer

\_\_\_\_\_  
Firm Name

By:\_\_\_\_\_

Date: \_\_\_\_\_

Acknowledge receipt by email at:  
[procurement@treasurer.state.md.us](mailto:procurement@treasurer.state.md.us), on or before  
May 18, 2021.