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T. ELOISE FOSTER  
Secretary

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Deputy Secretary

**Amendment #5 to Invitation for Bids (IFB)  
CCU Account Verification Services  
Solicitation No. F10B4400003  
September 11, 2013**

This Amendment is being issued to amend and clarify certain information contained in the above named IFB. All information contained herein is binding on all Bidders who respond to this IFB. Specific parts of the IFB have been amended. The following changes/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~~).

1. AMEND Section 1.4 of the IFB as follows:

1.4.1 The Contract that results from this solicitation shall commence as of the date the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board of Public Works, if such approval is required ("Contract Commencement"). ~~If, during the Start-Up Period, the Contractor fails to return at least 250 accurate matches of Account information from processing the 1,000 test Accounts as described in Section 3.2.1.1, the Contract will terminate immediately and no compensation will be paid.~~

1.4.2 The period of time from the date of Contract Commencement through the Go-Live Date (see Section 1.2 definition and Section 1.4.3) will be the Contract "Start-up Period." During the Start-up Period the Contractor shall perform start-up activities such as are necessary to enable the Contractor to begin the successful performance of Contract activities as of the Go Live Date. No compensation will be paid to the Contractor for any activities it performs during the Start-up Period. **If, during the Start-Up Period, the Contractor fails to return at least 250 accurate matches of Account information from processing the 1,000 test Accounts as described in Section 3.2.1.1, the Contract will terminate immediately and no compensation will be paid.**

2. AMEND Section 28 of the Contract, Attachment A, as follows:

28.1 For breach of this Contract, negligence, misrepresentation, or any other contract or tort claim, Contractor shall be liable as follows:

- a. For infringement of patents, copyrights, trademarks, service marks, and/or trade secrets, as provided in Section 7 of this Contract;

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- b. Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property; and
- c. Exclusive of the liabilities arising under paragraphs (a) and (b) of this section, and subject to Section 10 of the Contract, liability to the Department in a dispute arising between the Department and Contractor is limited to an amount not exceeding the value of the Contract. In all cases, the Department shall not pursue claims against the Contractor for acts the Department determines are attributable solely to the Department's negligent use of Social Security numbers received from the Contractor, including when the Department's negligence causes any other party to wrongfully receive Social Security numbers from or through the State.

Issued and authorized by

<signed>  
Rachel Hershey  
Procurement Officer