



# Maryland Department of Budget & Management

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*Office of the Secretary  
Division of Policy Analysis*

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Governor

MICHAEL S. STEELE  
Lieutenant Governor

JAMES C. DIPAULA  
Secretary

## **Amendment #5 to Request for Proposals (RFP) High Capacity Circuit Services (HCCS) Project No. 050R3800141**

Ladies/Gentlemen:

This Amendment is being issued to add or change certain information contained in the above named RFP. All information contained herein is binding on all Offerors who respond to this RFP. Specific parts of the RFP have been amended and the RFP additions and changes are detailed below in a line-in/line-out format to highlight the changed information:

1. Change the Key Information Summary Sheet, Closing Date and Time, to read, “June 30, 2003 at 2:00 PM (Local Time)”
2. Change the dates in Section 1.11, Proposals Due (Closing) Date in both paragraphs from “June 25, 2003” to “June 30, 2003.”
3. Add the following sentence to Section 8 (Loss of Data) to Attachment A, Contract, as follows, “This paragraph does not apply to data lost in transmission within or across the Contractor’s network, except when such as loss of data in transmission is due to the gross negligence or intentional act of Contractor, its agents, servants, employees, or its subcontractors.”
4. Change the Section numbering in Attachment A, Contract, as follows, 27, 27.1 and 27.2 to 28, 28.1 and 28.2.
5. Add the following new Section 27 to Attachment A, Contract, as follows,

### **“27. Liability**

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

- A. For infringement of patents and copyrights as provided in Section 6 of this Contract;**
- B. Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property;**
- C. For all other claims, damages, loss, costs, expenses, suits or actions in any way related to this Contract, regardless of the form, Contractor’s liability shall be limited to three (3) times the total dollar amount invoiced under this Contract up to the date of settlement or final award of any such claim. Third party claims arising under Section (9) “Indemnification”, of this Contract are included**

in this limitation of liability only if the State is immune from liability. Contractor's liability for third party claims arising under Section 9 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 9.

27.2 As provided in this section, the limitations contained in this section are the maximum for which the Contractor and its subcontractors are collectively responsible for damages arising as a result of this contract."

Date Issued: June 19, 2003

By                     <signed>                    .  
Norman H. Grinnell  
Procurement Officer