



MARTIN O'MALLEY  
Governor

ANTHONY BROWN  
Lieutenant Governor

T. ELOISE FOSTER  
Secretary

**Amendment #1 to  
Local Telecommunication Services No. 050B8800008  
October 10, 2007**

Ladies and Gentleman:

This Amendment is being issued to amend the due date for the response to the RFP 050B8800008. 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. Revise, Key Information Summary:

~~Closing Date and Time: October 12, 2007 2:00PM Local Time~~  
**Closing Date and Time: October 17, 2007 2:00 PM Local Time**

2. Revise Section 1.11, Proposals Due (Closing) Date:

An unbound original and three (3) bound copies of each proposal (technical and financial) must be received by the Procurement Officer, at the address listed in Section 1.6, no later than 2:00 PM (local time) on ~~October 12~~, **October 17**, 2007 in order to be considered.

3. Add the following new Section 32 to Attachment A, Contract, as follows:

32. Liability

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

**A. Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property;**

**B. For all other claims, damages, loss, costs, expenses, suits or actions in a any way related to this contract, regardless of the form, Contractor's liability shall be limited to there (3) times the total dollar amount invoiced under this Contract up to the date of settlement of final award of any such claim. Third party claims**

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**arising under Section (26) “Indemnification”, of this Contract are including the limitation of liability only if the State is immune from liability, Contractor’s liability for third party claims arising under Section 26 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 26.**

**32.2 As provided in this section the limitations contained in this section are the maximum for which the contractor and its subcontractor are collectively responsible for damages arising as a result of this contract.”**

Date issued: October 10, 2007  
Attachment #1

By

Joy Epstein  
Procurement Officer