



MARTIN O'MALLEY  
Governor

ANTHONY BROWN  
Lieutenant Governor

T. ELOISE FOSTER  
Secretary

DAVID C. ROMANS  
Deputy Secretary

**Amendment #2 to Invitation for Bids (IFB)  
CCU Account Verification Services  
Solicitation No. F10B4400003  
August 29, 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 strikethrough (ex. ~~language deleted~~).

1. AMEND Section 3.2.4 of the IFB as follows:

3.2.4.1 The Contractor must complete any credentialing process necessary to give **the Department the** Social Security numbers in a timely manner and, in any event, in sufficient time to allow the Contractor to process and verify the 1,000 test Accounts and process the approximately 370,000 Accounts before October 15, 2013.

**3.2.4.2 If necessary as part of the credentialing process, the Department may agree to limited provisions acceptable to the Department addressing product licensing and proprietary rights. The Contractor may not include in any such agreement provisions that raise conflicts with Maryland law or the Contract, including, but not limited to, choice of law, indemnification, general disclaimers of warranties, and modification of fees clauses. Any such provisions will have no force and effect. Any agreement submitted as part of the credentialing process would be subject to the order of precedence contained in Section 2.1 of the Contract, Attachment A.**

2. AMEND Section 2.1 of the Contract, Attachment A, as follows:

The Contractor shall provide deliverables, programs, goods, and services specific to the Contract awarded in accordance with Exhibits A-C listed in this section and incorporated as part of this Contract. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

Exhibit A – The IFB

~Effective Resource Management~

45 Calvert Street • Annapolis, MD 21401-1907

Tel: (410) 260-7681 • Fax: (410) 974-3274 • Toll Free: 1 (800) 705-3493 • TTY Users: call via Maryland Relay

<http://www.dbm.maryland.gov>

Exhibit B – State Contract Affidavit, executed by the Contractor and dated (date of Attachment C)

Exhibit C – The Bid

**Exhibit D- Any product licensing or proprietary rights agreement of the vendor signed as part of the credentialing process per IFB Section 3.2.4.2.**

3. AMEND Section 6, “Exclusive Use,” of the Contract, Attachment A, as follows:

**This Contract does not include an Exclusive Use provision.**

~~The State shall have the exclusive right to use, duplicate, and disclose any data, information, documents, records, or results, in whole or in part, in any manner for any purpose whatsoever, that may be created or generated by the Contractor in connection with this Contract. If any material, including software, is capable of being copyrighted, the State shall be the copyright owner and Contractor may copyright material connected with this project only with the express written approval of the State.~~

Issued and authorized by

<signed>  
Rachel Hershey  
Procurement Officer