



MARTIN O'MALLEY
Governor

ANTHONY BROWN
Lieutenant Governor

T. ELOISE FOSTER
Secretary

DAVID C. ROMANS
Deputy Secretary

**Amendment #4 to Invitation for Bids (IFB)
CCU Account Verification Services
Solicitation No. F10B4400003
September 10, 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 IFB Key Information Summary Sheet as follows:

Closing Date and Time: September ~~4-10-13~~ **17**, 2013, 12 p.m. (noon) Local Time.

Public Bid Opening: September ~~4-10-13~~ **17**, 2013, 12:30 p.m., 45 Calvert Street, Room 163, Annapolis, MD 21401

2. AMEND Section 1.4.3 as follows:

As of the Go-Live Date **of September 20 23**, or a later date as contained in a Notice to Proceed (see Section 1.2 definition), the Contractor shall perform all activities required by the Contract, including the requirements of this solicitation, for the compensation described in its Bid.

3. AMEND Section 1.11 as follows:

Bids, in the number and form set forth in Section 4.4 "Required Bid Submissions," must be received by the Procurement Officer at the address listed on the Key Information Summary Sheet, no later than 12 p.m. Local Time on September ~~4-10-13~~ **17**, 2013, in order to be considered.

4. AMEND Section 1.13.3 as follows:

The Bid Opening shall be 12:30 p.m., September ~~4-10-13~~ **17**, 2013, at 45 Calvert Street, Room 163, Annapolis, MD 21401.

~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>

5. AMEND Section 3.4 as follows:

3.4.1 The Contractor shall maintain Commercial General Liability Insurance ~~with limits sufficient~~ to cover losses resulting from, or arising out of, Contractor action or inaction in the performance of the Contract by the Contractor, its agents, servants, employees, or subcontractors, ~~but~~ **with** no less than a Combined Single Limit for Bodily Injury, Property Damage, and Personal and Advertising Injury Liability of \$1,000,000 per occurrence and \$3,000,000 aggregate.

3.4.2 The Contractor shall maintain Errors and Omissions/Professional Liability insurance with minimum limits of \$1,000,000 per occurrence.

3.4.3 The Contractor shall maintain Employee Theft Insurance with minimum limits of \$1,000,000 per occurrence.

3.4.4 Within five (5) Business Days of recommendation for Contract award, the Contractor shall provide the Contract Monitor with current certificates of insurance, and shall update such certificates from time to time but no less than annually in multi-year contracts, as directed by the Contract Monitor. Such copy of the Contractor's current certificate of insurance shall contain at minimum the following:

a. Workers' Compensation – The Contractor shall maintain such insurance as necessary and/or as required under **applicable law**, ~~Workers' Compensation Acts, the Longshore and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act.~~

b. Commercial General Liability as required in Section 3.4.1.

c. Errors and Omissions/Professional Liability as required in Section 3.4.2.

d. Employee Theft Insurance as required in Section 3.4.4.

3.4.6 The State shall be named as an additional named insured on the policies with the exception of Worker's Compensation Insurance and Professional Liability Insurance. Insurance Certificates for the policies shall include a statement confirming that should any of the above described policies be cancelled prior to the expiration date thereof, notice shall be delivered in accordance with the policy provisions. In the event the Contract Monitor receives a notice of non-renewal, the Contractor shall provide the Contract Monitor with an insurance certificate from another carrier ~~at least 30~~ **as many** days **as reasonably possible but no less than 10 days** prior to the expiration of the insurance policy then in effect. All insurance policies shall be with a company licensed by the State to do business and to provide such policies.

6. AMEND Section 1.4.2 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. **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.**

7. AMEND Section 3.2.1 as follows:

3.2.1.1 The Contractor shall provide an automated service to obtain Social Security numbers for CCU Accounts submitted to the Contractor. Before the Contractor processes any other Accounts for the CCU, during the Contract Start-Up Period the Contractor shall process 1,000 test Accounts to determine a location percentage rate and test the validity of information returned from the Contractor. **The Department reserves the right, in its sole discretion, to determine whether to proceed with processing of any additional Accounts based on the results of the 1000 test Accounts. If the Contractor fails to return at least 250 accurate matches of Account information from processing the 1,000 test Accounts, the Department will not submit any other Accounts for processing, and the Contract will terminate by its terms with no compensation due to the Contractor. If the Contract does not so end, the Department reserves the right to evaluate on an ongoing basis whether to undertake processing of additional Accounts.** The Contractor may not bill for the processing and subsequent calibration of the 1,000 test Accounts and must fully load this activity into its price for the approximately 370,000 remaining Accounts to be **potentially** processed **after** completion of the test accounts. **The Department's right to terminate the Contract as a result of the Contractor's failure to return at least 250 matches from the 1000 test Accounts is a right in addition to and separate from the Department's rights described in the Contract's Termination for Cause and Termination for Convenience provisions.**

8. AMEND Section 3.2.4.2 of the IFB as follows:

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, **including provisions to allow the data to be provided "as is" without warranty of any kind, express or implied, including, but not limited to, warranties of performance, merchantability, fitness for a particular purpose, accuracy, omissions, completeness, currentness, and delays.** 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.

9. AMEND Section 3.1 of the Contract, Attachment A, as follows:

3.1 The term of this Contract begins on 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. **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 immediately terminate with no compensation due to the Contractor.** The Contractor shall provide services under this Contract as of the Go-Live date contained in the written Notice to Proceed. From this Go-Live date, the Contract shall be for a period of approximately one year beginning on September 9 23, 2013, and ending on September 8 22, 2014.

10. 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;
- 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