



MARTIN O'MALLEY
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ANTHONY BROWN
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T. ELOISE FOSTER
Secretary

DAVID C. ROMANS
Deputy Secretary

**Amendment #1 to Invitation for Bids (IFB)
CCU Account Verification Services
Solicitation No. F10B4400003
August 28, 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 IFB Key Information Summary Sheet as follows:

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

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

2. AMEND Section 1.1.1 as follows:

The Maryland Department of Budget and Management, Central Collection Unit (DBM CCU or the Department) is issuing this Invitation for Bids (IFB) to procure a vendor to provide an automated service to obtain Social Security numbers and provide pricing for additional services to include debtor address information, death information, and bankruptcy information. The CCU has current inventory of approximately 370,000 Accounts without social security numbers, of which the majority are Maryland residents. The selected vendor would receive an electronic file(s) of approximately this many individual searches to be completed and processed by ~~September 15~~ **October 15**, 2013. Subsequent searches may be submitted throughout the remaining twelve months of the contract as needed.

3. AMEND Section 1.2 k "Electronic File Transfer" as follows:

~~The Process~~ of the exchange of electronic information between the Department of Budget and Management and the Contractor **that comports with the provisions of 3.3.2 (c)**, ~~often using a point to point Virtual Private Network (VPN) connection approved by the State of Maryland, Department of Budget and Management.~~

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4. AMEND Section 1.4.3 as follows:

As of the Go-Live Date **of September 17**, 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.

5. 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**, 2013, in order to be considered.

6. AMEND Section 1.13.3 as follows:

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

7. AMEND Section 3.1 to as follows:

The Maryland Department of Budget and Management, Central Collection Unit is responsible for collecting certain delinquent debts on behalf of most state agencies. Typical debts include college tuition and fees, student loans, public assistance and food stamp overpayments, Motor Vehicle Administration insurance lapse fines, EZ Pass accounts, Parole and Probation restitution/Supervisory Fees/Court Cost accounts, reimbursement for damage to State property, etc. In addition to voluntary repayment plans with debtors, CCU recovers the above State debts through various forms of involuntary offsets such as the Maryland Tax Refund Intercept Program (TRIP) and Liability Offsets. To perform these offsets, the CCU must possess a debtor’s Social Security Number. If a referring state agency is unable to provide this information, CCU must obtain that information manually.

The purpose of the solicitation is to procure a vendor to provide an automated service to obtain Social Security numbers and provide pricing for additional services to include debtor address information, death information, and bankruptcy information. The CCU has current inventory of approximately 370,000 accounts without Social Security numbers, of which the majority are Maryland residents. The selected vendor would receive an electronic file(s) of approximately this many individual searches to be completed and processed ~~by September 15~~ **October 15**, 2013. Subsequent searches may be submitted throughout the remaining twelve months of the contract as needed.

8. AMEND Section 3.2.1.3 to ADD the following:

1. Complete an automated verification through the death match process and provide results,
2. Complete an automated bankruptcy match and provide results, and
3. Complete an automated Social Security number and address match and provide results **to include the following bankruptcy information: whether the debtor is in**

bankruptcy, the Social Security number the debtor put on the bankruptcy case, the case number of the bankruptcy proceeding, the disposition of the bankruptcy case, and the date status of the bankruptcy case changed (from filed, discharged, etc.).

9. AMEND Section 3.2.1.5 as follows:

The Contractor must resolve any technical deficiencies identified through processing of the 1,000 test Accounts before the Procurement Officer issues the Notice to Proceed containing the Contract Go-Live Date and submits the approximately 370,000 remaining Accounts to the Contractor for processing, with such processing to be completed prior to ~~September 15~~ **October 15**, 2013.

10. AMEND Section 3.2.2.4 as follows:

The Contractor shall process and electronically transfer the output file to the Contract Manager for the approximately 370,000 Accounts no later than close of business on ~~September 15~~ **October 15**, 2013. **Results of searches for the 370,000 Accounts and all other accounts processed must be returned in ASCII format.**

11. ADD Section 3.2.2.6:

The Contractor will process accounts in the following order: death match verification first, bankruptcy match verification second, and Social Security number and address match verification third. If a search is requested for a category and a match is found, the Contractor will not search the matched Accounts in the subsequent category(ies). Additionally, CCU reserves the right to request Social Security number and address match verification or bankruptcy match verification or death match verification independently of the other searches. The Department will only pay for whatever search(s) is/are actually conducted (1, 2 or 3), at the rate(s) indicated on the Bid form for the search category(ies).

For example, the Contractor may be asked to perform all three types of searches, but only those Accounts for which matches have not been found during the death match verification will be searched in the bankruptcy match verification search, and only those Accounts for which matches were not found in either the death match verification or the bankruptcy match verification will be searched in the Social Security number and address match verification. Alternately, the Contract Monitor may request the Contractor to perform only a Social Security Number and Address match verification; in that case, the Contractor will be paid only for the Social Security and Address match verification at the rate indicated on the bid form for that search category.

12. AMEND Section 3.2.4 as follows:

The Contractor must complete any credentialing process necessary to give CCU 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 a Notice to Proceed to be

issued, followed by the processing of the approximately 370,000 Accounts before ~~September 15~~ **October 15**, 2013.

13. AMEND Section 3.3.2 (c) as follows:

Contractors will ensure that the means of file transfer between the Department and the Contractor shall apply encryption consistent with standards promulgated by the National Bureau of Standards **or another secure means of file transfer as approved by the Contract Monitor**. Specifically, the methodology employed for delivering the Department's data file (that is, debtor name, date of birth, and last known address) and the Contractor's data file containing identified social security numbers shall employ encryption **or another means approved by the Contract Monitor** to secure the data during transit between the Department and Contractor.

14. AMEND Section 3.4.6 as follows:

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.** All insurance policies shall be endorsed to include a clause that requires that the insurance carrier provide the Contract Monitor, by certified mail, ~~not less than 45 days' advance notice of any non-renewal, cancellation, or expiration.~~ In the event the Contract Monitor receives a notice of non-renewal, the Contractor shall provide the Contract Monitor with an insurance **certificate** ~~policy~~ from another carrier at least 30 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.

15. AMEND to Section 10 of the Contract, Attachment A, as follows:

10.1 The final controlling Contract to which all parties must agree shall not include indemnification provisions. The State and Department, however, do not intend to waive or circumscribe, and do not here waive or circumscribe, any claims or rights of indemnification or contribution that it/they may have against a Contractor, subcontractor or third party in relation to the Contract. The State and Department reserve the right to address such claims, indemnification, contribution, and related matters, including any immunity afforded the State or Department, as the need may arise in the course of a dispute.

~~10.1—The Contractor shall hold harmless and indemnify the State from and against any and all losses, damages, claims, suits, actions, liabilities, and/or expenses, including, without limitation, attorneys' fees and disbursements of any character that arise from, are in connection with or are attributable to the performance or nonperformance of the Contractor or its subcontractors under this Contract.~~

~~10.2— This indemnification clause shall not be construed to mean that the Contractor shall indemnify the State against liability for any losses, damages, claims, suits, actions, liabilities, and/or expenses that are attributable to the sole negligence of the State or the State’s employees.~~

~~10.3— The State has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim, or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor’s performance under this Contract.~~

~~10.4— The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor’s performance under this Contract.~~

10.2 The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from, or relating to, the Contractor’s obligations under the Contract, ~~and will cooperate, assist, and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of, or relating to, the Contractor’s performance under this Contract.~~

~~10.6— This Section 10 shall survive termination of this Contract.~~

16. AMEND Section 28.1 (c) of the Contract, Attachment A, as follows:

~~For all other claims, damages, losses, costs, expenses, suits, or actions in any way related to this Contract, regardless of the form. Contractor’s liability for third party claims arising under Section 10 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 10.~~

17. AMEND Section 24 of the Contract as follows:

The Contractor and subcontractors shall retain and maintain all records and documents relating to this contract for a period of five (5) years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or designee, at all reasonable times. All records related in any way to the Contract are to be retained for the entire time provided under this section. **No documents shall be moved unnecessarily or unreasonably from the Contractor’s premises. Notwithstanding the foregoing, nothing contained herein shall be construed as foreclosing the availability of legally permissible objections to disclosure, if any exist.** This Section 24 shall survive expiration or termination of the Contract.

If the Contractor supplies services to a State residential health care facility under the Mental Hygiene Administration, the Family Health Administration, the Alcohol and Drug Abuse

Administration, or the Developmental Disabilities Administration, the Contractor agrees, in addition to the requirements above,:

- 24.1 That pursuant to 42 Code of Federal Regulations (C.F.R.) Part 420, the Secretary of Health and Human Services, and the Comptroller General of the United States, or their duly-authorized representatives, shall be granted access to the Contractor's contract, books, documents, and records necessary to verify the cost of the services provided under this contract, until the expiration of four (4) years after the services are furnished under this contract; and
- 24.2 That similar access will be allowed to the books, documents, and records of any organization related to the Contractor or controlled by the Contractor (as those terms are defined in 42 C.F.R. (420.301) if that organization is subcontracting to provide services with a value of \$10,000 or more in a twelve (12) month period to be reimbursed through funds provided by this contract.

Issued and authorized by

<signed>
Rachel Hershey
Procurement Officer