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**QUESTIONS AND RESPONSES # 1**  
**PROJECT NO. F10B4400003**  
**Department of Budget and Management, Central Collection Unit**  
**Account Verification Services**  
**Aug. 28, 2013**

Ladies/Gentlemen:

This List of Questions and Responses, questions #1 through #23, is issued to clarify certain information contained in the above named IFB.

In most instances the submitted questions and the Department's responses merely serve to clarify the existing requirements of the IFB. Sometimes, however, in submitting questions potential Offerors may make statements or express interpretations of contract requirements that may be inconsistent with the Department's intent. To the extent that the Department recognizes such an incorrect interpretation, the provided answer will note that the interpretation is erroneous and either state that the question is moot once the correct interpretation is explained or provide the answer based upon the correct interpretation.

No provided answer to a question may in and of itself change any requirement of the IFB. If, based upon a submitted question, it is determined that any portion of the IFB should be changed, the actual change may only be implemented via a formal amendment to the IFB. In this situation, the answer provided will reference the amendment which contains the IFB change.

The statements and interpretations of contract requirements which are stated in the following questions of potential Offerors are not binding on the State, unless the State expressly amends the IFB. Nothing in the State's responses to these questions is to be construed as agreement to or acceptance by the State of any statement or interpretation on the part of the vendor asking the question as to what the contract does or does not require.

*1. "Is there an approximate number of accounts for the subsequent searches that may be submitted throughout the remaining twelve months of the contract? Either a monthly or annual amount would help in providing the best pricing to the State."*

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**RESPONSE:** It is estimated, but not guaranteed, that CCU will submit approximately 5,000 Accounts per month for batch processing to the Contractor, or about 60,000 for the 12 months duration of the Contract.

2. *Section 1.34, IFB page 16, says in part, “The Bidder/Offeror must identify in its Bid/Proposal the location(s) from which services will be provided, including the location(s) from which 50% or more of the Contract services will be provided.” However, we assume this language is not applicable pursuant to Section 1.44 page 17, along with Attachment O, both indicating this solicitation does not require a Location of the Performance of Services Disclosure. Please confirm our assumption is correct.*

**RESPONSE:** This assumption is not correct. Section 1.34 of the IFB addresses the Maryland Living Wage Requirements and the associated Affidavit of Agreement, which are applicable to this solicitation. Section 1.44 addresses a Location of the Performance of Services Disclosure, which implicates only those contracts exceeding \$2 million dollars and, therefore, is not applicable to this solicitation. To comply with the provisions of Section 1.34, the Bidder must disclose the location(s) from which services will be provided for the purposes of determining the Living Wage Rate. If the services are provided in Maryland, the Bidder must state whether the services will be provided from a Tier 1 location or a Tier 2 location. If the services will be provided outside of Maryland, the Bidder may simply state that the services will be provided from a location outside of Maryland or name the state from where the services will be provided. As a separate matter, although the IFB is subject to the Living Wage Requirements, the Contract resulting from the IFB may be exempt from or a Bidder’s employees may not be covered under the Living Wage Law pursuant to the conditions specified in Attachment G-1.

3. *Pursuant to Section 3.2.4 on page 20, to ensure credentialing is completed in time for the 1,000 test accounts, would the CCU be willing to complete the credentialing process for a vendor prior to the bid opening date?*

**RESPONSE:** CCU has adjusted the date of completion for processing the 1,000 test Accounts and the approximately 370,000 remaining accounts in order to allow time for credentialing to occur after bid opening and Contract award. See Amendment #1 Items 2, 7, 9, 10, and 12.

4. *After an award is made to a qualified vendor, please explain each step of the process the agency and the vendor will go through in order to finalize the contract. Will this contract need approval by Public Works pursuant to Section 1.2(g) on page 6?*

**RESPONSE:** Board of Public Works approval is not needed unless the Contract value exceeds \$200,000 or unless only one bid is received and the Contract value exceeds \$50,000. In those two circumstances, Board Approval would be needed. In the event Board Approval is needed, the Contract might be submitted for the Board’s approval as a supplemental agenda item at the September 18 Board of Public Works meeting.

If Board Approval is not needed, then the process from bid opening to award is as follows: The bids are opened publically on September 10 at 12:30 p.m. (see Amendment #1 Items 1, 5, and 6). At that point the Procurement Officer will determine whether the lowest bid is also responsive

and the bidder is responsible. Then, the successful bidder must sign the Contract and the required affidavits. The Department will initially accept these signatures by fax or PDF email, to be followed-up with receipt of hard copy originals. Finally, the DBM Secretary must sign the Contract. These steps can be completed in as little as a day if the successful Bidder accelerates its signing of the required documents.

*5. CCU requests verification of bankruptcy as part of the solution. What type of bankruptcy data would CCU prefer?*

**RESPONSE:** CCU wants to know not only if the debtor is in bankruptcy but also the SSN the debtor put on the bankruptcy, the case number of bankruptcy proceeding, the disposition of the case, and the date the status of the bankruptcy case changed from filed, discharged, etc. See Amendment #1 Item 8.

*6. In Section 1.24 Mandatory Contractual Terms (page 12), the solicitation indicates that “any exceptions to this IFB or the Contract must be raised prior to Bid submission.” Can the State provide additional information regarding the manner by which exceptions should be submitted to the State (e.g., specific submittal deadline, submittal method)?*

**RESPONSE:** Exceptions to the IFB must be submitted sufficiently prior to the Bid submission for answers to be provided and taken into consideration by Bidders, and can be sent to the Procurement Officer in writing via email or fax.

*7. Sections 4.4.3 and 4.4.4 of the solicitation ask Bidders to provide three copies of the required information. Sections 4.4.5 – 4.4.10 of the solicitation ask Bidders to provide two copies of the required information. To streamline the submission process, would it be allowable for Bidders to provide three copies of all of the required information from Sections 4.4.3 –4.4.10? Can these copies be provided in three separate three-ring binders? If the State prefers that submissions be made as indicated in the solicitation, can the State please provide more guidance as to how Bidders should provide the required information?*

**RESPONSE:** As long as the stated minimum number of copies of the required information in Sections 4.4.3-4.4.10 is included in the bid submission, a Bidder may provide three copies of the required information in order to streamline the submission process. Additionally, a Bidder may provide the copies in three separate binders or other format. As per Section 4.1, the Bid and all required Bid submissions must be submitted in a single sealed package/envelope/box.

*8. In between the submission deadline and the deadline for the first deliverable, the following items need to be accomplished: evaluating proposals, selecting a bidder, credentialing, testing of the proposed solution and evaluating the results, negotiating and finalizing the contract, and completing the initial batch of 370,000 accounts. Would the State consider adjusting the deliverable date to allow more time for the evaluation/implementation process (e.g., push the date back two weeks)?*

**RESPONSE:** The deadline for submission of bids and the deadline for processing the 370,000 Accounts have been changed. See Amendment # 1 Items 1, 2, 4, 5, 6, 7, 9, 10, and 12. It is important to note, however, that the State will neither evaluate a bid nor negotiate and finalize a

Contract. The lowest responsive Bid from a responsible Bidder wins the award, per Section 1.15. Any exceptions to the Contract must be raised prior to Bid submission, per Section 1.24. Any material exception to the State's terms and conditions which is not resolved prior to the Bid due time and date will cause the Bid from the Bidder taking the exception to be deemed non-responsive, hence not eligible for award.

*9. Pursuant to Section 3.2.2.5 on IFB page 20, each of the requested search categories is to be priced by the "unit" prices specified in the Bid Form. After reviewing the Bid Form, it is assumed that all prices should be entered as a "per input" search price only. Is the CCU looking for "per input search" pricing only for each category?*

**RESPONSE:** Yes, CCU is looking for per input search pricing only for each category.

*10. The Bid submission deadline is currently set for Wednesday, September 4. The State is asking for Bidders to mail hard copy responses to the solicitation. To ensure that Bidders have an opportunity to evaluate answers to all submitted questions, would the state be open to adjust the bid submission deadline slightly to account for the Labor Day weekend?*

**RESPONSE:** The Bid submission deadline has changed to September 10, 2013. See Amendment #1 Items 1, 5, and 6.

*11. Section 1.2(k) on page 7 says, "Electronic File Transfer: Process of exchange of electronic information between the Department and Contractor, often using a point to point VPN connection approved by the State of Maryland, Department of Budget and Management." Is the CCU open to other secured methods of transferring electronic encrypted files other than specifically VPN supported connection? For example, a secured method using encrypted files through security credentialed Web Gateway or established SFTP site? These methods are just as, if not more secure, ways of transferring files. Would these methods also be acceptable as long as they are approved by the CCU?*

**RESPONSE:** See Amendment #1 Item 3 for a revised definition of Electronic File Transfer and Amendment #1 Item 13 for related terms.

*12. Section 1.24 on page 12 requires any exception to the IFB to be raised prior to the Bid submission. Can this provision be removed so that bidders can include proposed changes in their bids for CCU's consideration during good-faith contract negotiations?*

**RESPONSE:** No. All exceptions to the IFB must be raised prior to Bid submission. The State does not enter into good-faith contract negotiations in these circumstances. Also see the answer to Question 8.

*13. Will the State remove Section 1.23 on page 12 regarding Substitution of Personnel?*

**RESPONSE:** No. However, the solicitation does not require the Bidder to designate particular individuals or personnel to work on the Contract; therefore, the provisions of this section are inapplicable.

*14. Will DBM consider incorporating a Bidder's own contract involving standard security, confidentiality, and/or other related terms and conditions into the Contract, Attachment A?*

**RESPONSE:** No. DBM has reviewed Bidder submitted contracts and determined it cannot incorporate a Bidder's contract into the Account Verification Services Contract, Attachment A. To address issues raised, DBM has altered the Insurance requirements in Section 3.4.6; removed the Section 10 Indemnification provisions from the Contract, Attachment A; amended Section 24 Documents Retention and Inspection Clause; and addressed other provisions of issue raised by proposed Bidder changes to the Contract. See Amendment #1 Items 14, 15, 16, and 17, respectively, and the answers to Questions 16 and 17 below.

*15. Do the services proposed in this solicitation constitute "Works Made for Hire" pursuant to Attachment A, Contract, Sections 5 and 6?*

**RESPONSE:** No. The services proposed in the Account Verification Services Solicitation do not constitute "Works Made for Hire" or products created or generated as a deliverable.

*16. Will DBM consider deleting Section 10, Indemnification, of the Contract, Attachment A, in its entirety and replacing it with a Vendor's own statements of indemnity and limitations of liability?*

**RESPONSE:** Yes and no. As per Amendment # 1, Items 15 and 16 DBM has deleted the Indemnification provisions from the Contract, Attachment A. Because of these deletions the Department will not accept a Bidder's own statements of indemnity and limitations of liability. By deleting the Indemnification provisions of the Contract, however, the State and Department do not intend to waive or circumscribe any rights of indemnification or contribution that they may have.

*17. Will DBM consider amending Section 24, Documents Retention and Inspection, of the Contract, Attachment A, to allow for execution of a separate, non-disclosure confidentiality agreement and Contractor's security policies and procedures?*

**RESPONSE:** Yes and no. DBM has amended this portion of the Contract, Attachment A. See Amendment #1 Item 17. However, because of this revision the Department will not accept a Bidder's own non-disclosure confidentiality agreement.

*18. Will DBM agree to mutual terms for the Non-Disclosure Agreement in Attachment J?*

**RESPONSE:** No. The terms of the Section 8 of the Contract, Attachment A, already bind both parties to the agreement to the confidentiality provisions contained therein.

*19. Will DBM consider adding the following language to the end of Section 1 of the Attachment J, Non-Disclosure Agreement?*

"The provisions of this section shall not apply to information that: (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already in the possession

of such party; d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or e) which such party is required to disclose by law.”

**RESPONSE:** No. The Contract, Attachment A, already promulgates this language in Section 8.1.

*20. Would DBM consider adding the following language to Attachment J, Non-Disclosure Agreement, Section 6?*

“except for Confidential Information required to be maintained for accounting, litigation or regulatory compliance purposes.”

**RESPONSE:** No. The intent of this proposed language is already encompassed in Section 8 of the Contract, Attachment A.

*21. Will the State provide an Individual File Identification Number, or any other additional information outside of debtor name, date of birth and last known address, for each input record required to be searched?*

**RESPONSE:** Yes, as indicated in Section 3.2.1.4 of the IFB, CCU will provide its unique identification number, name, date of birth and last known address for each Account. If additional information would help improve location results or accuracy, the Contractor may request it as per Section 3.2.1.4 of the IFB.

*22. What is the input data format that the State will provide to the contractor (e.g., ASCII or Excel). Will the contractor be required to submit the output data back to the State in the same format?*

**RESPONSE:** Input data from the State will be ASCII, and output must also be returned in ASCII format. See Amendment #1 Item 10.

*23. The solicitation indicates that the State is looking for three distinct pieces of information (i.e., Social Security Number, Death, and Bankruptcy). Is it the expectation of the State that this information will be provided to the state in a single report? Or would it suffice for contractors to provide the State with three separate reports?*

**RESPONSE:** The Contractor may provide the State with three individual reports.

**Remember bids are due on September 10, 2013, (per Amendment #1 Items 1, 5 and 6) no later than 12:00 p.m.** If there are questions concerning this solicitation, please contact me via e-mail at [rachel.hershey@maryland.gov](mailto:rachel.hershey@maryland.gov) or call me at (410) 260-7681 as soon as possible.

Date Issued: 08/28/2013

By:

<signed>  
Rachel Hershey  
Procurement Officer