



MARTIN O'MALLEY  
Governor

ANTHONY BROWN  
Lieutenant Governor

T. ELOISE FOSTER  
Secretary

**QUESTIONS AND RESPONSES # 4**  
**PROJECT NO. F10B4400013**  
**Department of Budget and Management, Central Collection Unit**  
**Account Verification Services**  
**July 21, 2014**

Ladies/Gentlemen:

This List of Questions and Responses, questions #17 through #21, 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.

*17. Will the State modify RFP Section 3 - 3.4.6 – Insurance Requirements, page 22 to read: “3.4.6 The State shall be named as an additional 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, Insurers will endeavor to provide notice to the Contract Monitor. In the event the Contract Monitor receives a notice of*

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*non-renewal, the Contractor shall provide the Contract Monitor with an insurance certificate from another carrier 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.”?*

**RESPONSE:** The State will not modify Section 3.4.6 in the manner requested. Because it is important for the State to have notice of a Contractor’s canceled insurance policies, the State requires that the Contract Monitor receive notice of any cancellations.

*18. Will the State delete Section 3.9 “SOC 2 Type II Audit Report,” pages 24-25, from the IFB?*

**RESPONSE:** The State has removed the SOC 2 Type II Audit Report requirement. As a result of removing the SOC 2 Type II Audit Report requirement, CCU will be providing the Contractor with the last four digits of a debtor’s Social Security Number instead of the entire Social Security Number. See Amendment 5 Items 4-6.

*19. Will the State delete the last two sentences of Attachment A – 2.2, page 32-33, and replace them with the following: “Any change to the scope of services made by the Procurement Officer that results in the Contractor making a timely equitable adjustment must be agreed upon by both parties before being implemented by the Contractor.”*

**RESPONSE:** The State will not modify provision 2.2. of Attachment A as requested. The language in 2.2 represents the State’s standard terms and conditions, and the State does not wish to alter provision 2.2 for this Contract.

*20. Attachment A – 5.2-5.4, page 34. This bidder requests these paragraphs be deleted as they are not applicable to the services provided under this agreement. This is not a ‘works made for hire’ service, as such, all permissible uses are provided under the license grant in the Research Subscriber Agreement.*

**RESPONSE:** The State acknowledges that the services provided under this Contract will not be “works made for hire” and, as such, these provisions are inapplicable to this Contract. However, the provisions are part of the State’s standard Contract terms and conditions, which are not typically altered because of a particular term’s inapplicability to a particular contract.

*21. Will the State alter the second sentence of Attachment F – Bid Pricing Instructions, paragraph H, page 55, to read, “Any option to renew will be exercised upon mutual agreement of both parties and will comply with all terms and conditions in force at the time the option is exercised.”*

**RESPONSE:** The State cannot make options mutually agreeable or contingent upon terms and conditions in force at the time an option is exercised. All option prices must be clearly stated in the manner indicated in the Bid Form, Attachment F, and honored should the State choose to exercise the option.

**Remember, per Amendment 5, Items 1-3, bids are due on July 29, 2014, 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: 07/21/2014

By:

<signed>  
Rachel Hershey  
Procurement Officer