

MARTIN O'MALLEY Governor ANTHONY BROWN Lieutenant Governor T. ELOISE FOSTER
Secretary

Amendment #5 to Invitation for Bids (IFB) CCU Account Verification Services Solicitation No. F10B4400013 July 21, 2014

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. <u>new language</u>), and language deleted has been marked with a strikeout (ex. <u>language deleted</u>).

1. AMEND the IFB Key Information Summary Sheet as follows:

Closing Date and Time: July 2925, 2014, 12 p.m. (noon) Local Time

Public Bid Opening: July <u>2925</u>, 2014, 12:30 p.m., 45 Calvert Street, Room 163,

Annapolis, MD 21401

2. AMEND Section 1.11 "Bids Due (Closing) Date and Time" 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 July **2925**, 2014, in order to be considered.

- 3. AMEND Section 1.13 "Receipt, Opening and Recording of Bids" as follows:
 - 1.13.3 The Bid Opening shall be 12:30 p.m., July <u>29</u>25, 2014, at 45 Calvert Street, Room 163, Annapolis, MD 21401.
- 4. AMEND Section 3.2.1.4 as follows:
 - 3.2.1.4 CCU will provide the name of the debtor, <u>the last four digits of the debtor's</u> Social Security number (if applicable), date of birth and the last known address for the verification and match process. If requested by the Contract Monitor to process the 1,000 test Accounts, the Contractor shall request any additional information needed to provide accurate match results within two weeks after receiving the file of 1,000 test Accounts from the Department.
- 5. AMEND Section 3.2.2.1 as follows:

- 3.2.2.1 Upon successful completion of processing of the 1,000 test Accounts, the Contractor will process the approximately 10,000 monthly Accounts submitted to the Contractor using its automated batch processing system. CCU will provide the name of the debtor, **the last four digits of the debtor's** Social Security number (if applicable), date of birth and last known address for the verification and match process.
- 6. AMEND Section 3.9 "SOC 2 Type II Audit Report" as follows:

A SOC 2 Type II Audit Report is not a Contractor requirement for this Contract.

The Contractor shall have an annual audit performed by an independent audit firm of its handling of the Department's critical functions and/or sensitive information, which is identified as Account file transfers with debtor information to include Social Security numbers (collectively referred to as the "Information Functions and/or Processes"). Such audits shall be performed in accordance with audit guidance: Reporting on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality, or Privacy (SOC 2), as published by the American Institute of Certified Public Accountants (AICPA) and as updated from time to time, or according to the most current audit guidance promulgated by the AICPA or similarly recognized professional organization, as agreed to by the Department or as otherwise approved by CCU as an equivalent audit, to assess the security of outsourced client functions or data (collectively, the "Guidance") as follows:

- i. The type of audit to be performed in accordance with the Guidance is a SOC 2 Type II Report. The initial SOC 2 Audit shall be scheduled and completed within a timeframe to be specified by the State of Maryland. All subsequent SOC 2 Reports shall be completed annually with the Report to be submitted to the Contract Monitor by March 1 for the preceding calendar year.
- ii. The SOC 2 Report shall report on a description of the Contractor's system and the suitability of the design and operating effectiveness of controls of the Information Functions and/or Processes relevant to the following trust principles: SECURITY, AVAILABILITY and CONFIDENTIALITY as defined in the Guidance.
- iii. The SOC 2 Report shall include work performed by subcontractors that provide essential support to the Contractor for the Information Functions and/or Processes for the services provided to the Department under the Contract. The Contractor shall ensure the performance of the SOC 2 Audits includes its subcontractor(s).
- iv. All SOC 2 Audits, including the SOC 2 Audits of Contractor's subcontractors, shall be performed at the Contractor's expense.
- v. The Contractor shall promptly provide a complete copy of the final SOC 2 Report to the Department's Contract Monitor Manager upon completion of each SOC 2 engagement within five business days to the Contract Monitor upon the Contract Monitor's request.
- vi. The Contractor shall provide to the Department's Contract Manager within 30 calendar days of the issuance Upon review of the final SOC 2 Report, the Contract Monitor may require the Contractor to submit a documented corrective action plan within 30 calendar days or a longer timeframe as approved by the Contract Monitor which addresses each audit finding or exception contained in the SOC 2 Report. The corrective action plan shall identify in detail the remedial action to be taken by the Contractor along with the date(s) when each remedial action is to be implemented.

vii. If the Contractor currently has an annual information security assessment performed that includes the operations, systems, and repositories of the Information Functions and/or Processes services being provided by the Contractor to the Department under the Contract, and if that assessment generally conforms to the content and objective of the Guidance, the Department will determine in consultation with appropriate State government technology and audit authorities whether the Contractor's current audits are acceptable in lieu of the SOC 2 Report(s).

If the Contractor fails during the Contract term to obtain an annual SOC 2 Report by March 1 for the preceding calendar year, the Department shall have the right to retain an independent audit firm to perform an audit engagement to issue a SOC 2 Report of the Information Functions and/or Processes being hosted by the Contractor. The Contractor agrees to allow the independent audit firm to access its facility/ies for purposes of conducting this audit engagement(s), and provide reasonable support to the independent audit firm in the performance of the engagement. The Department will invoice the Contractor for the expense of the SOC 2 Audit(s), or deduct the cost from future payments to the Contractor.

Any vendors who have submitted bids prior to issuance of Amendments to the IFB may supplement their bids with written acknowledgement of those Amendments and with updates to any bid information impacted by those Amendments.

Issued and authorized by

<signed>
Rachel Hershey
Procurement Officer