

BEST PRACTICES FOR CONSUMER ACCESS TO IMMUNIZATION INFORMATION SYSTEMS

ADDENDUM #2: Responses to Questions Received

May 6, 2013

1. In the "Responsibilities Expected of the Selected Vendor" you have the following bullet point "The selected vendor will be expected to travel for up to two two-day trips (currently estimated for the central part of the country). Travel costs by other participants (e.g., WIR states, ONC staff) for meetings are out of scope of this project." I understand that to mean that the expenses for the consultant will be covered by the State for those two trips. Can you confirm that I am understanding that correctly and clarify what that expense coverage is?

The contract can cover travel expenses for the vendor's staff, but it is not expected that the contractor would have to cover costs for other participants.

2. Is there an incumbent vendor?

There is not an incumbent vendor.

3. How many candidates can we submit?

You may submit as many candidates as you feel are sufficient for the scope of work.

ADDENDUM #1: INDEMNITY / LIABILITY OPTIONS

April 29, 2013

Liability

~~In the performance of this contract by Contractor, or Contractor's agents or employees, the contractor must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the state, to the extent caused by Contractor's:~~

- ~~1) Intentional, willful, or negligent acts or omissions; or~~
- ~~2) Actions that give rise to strict liability; or~~
- ~~3) Breach of contract or warranty.~~

~~The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligation under this contract.~~

Contractor must select from the following list of Indemnity/Liability provisions. Contractor may elect to agree to more than one of the options, specifying cost differentials for the varying levels

of liability coverage. In that event, the State will make a determination as to which option would present the best value to the State.

OPTION 1:

Indemnification

In the performance of this contract by Contractor, or Contractor's agents or employees, the contractor must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the state, to the extent caused by Contractor's:

- 1) Intentional, willful, or negligent acts or omissions; or
- 2) Actions that give rise to strict liability; or
- 3) Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligation under this contract.

OPTION 2:

Liability

Each party will be responsible for its own acts and behavior and the results thereof. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the State's liability.

OPTION 3:

Liability and Limitation of Damages

The Contractor must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including reasonable attorney's fees incurred by the State for damages directly and proximately caused by the negligence of the Contractor while engaged in the performance of services under this contract. As a condition to the foregoing indemnity obligations, the State shall provide the Contractor with prompt notice of any claim for which indemnification shall be sought hereunder and shall cooperate in all reasonable respects with the Contractor in connection with any such claim. In accordance with Minnesota Statutes, Section 8.06, the State's Attorney General's Office must provide consent and approval with respect to Contractor's ability and right to control the handling of any such claim and to defend or settle any such claim with counsel of its own choosing.

The State agrees that Contractor, its principals, members and employees shall not be liable to the State for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the services performed hereunder for an aggregate amount in excess of \$1,000,000.

OPTION 4 (Indemnity with notice and cooperation, capped and some types of damages waived):

Liability and Limitation of Damages

The Contractor must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including reasonable attorney's fees incurred by the State for damages directly and proximately caused by the negligence of the Contractor while engaged in the performance of services under this contract. As a condition to the foregoing indemnity obligations, the State shall provide the Contractor with prompt notice of any claim for which indemnification shall be sought hereunder and shall cooperate in all reasonable respects with the Contractor in connection with any such claim. In accordance with Minnesota Statutes, Section 8.06, the State's Attorney General's Office must provide consent and approval with respect to Contractor's ability and right to control the handling of any such claim and to defend or settle any such claim with counsel of its own choosing.

The State agrees that Contractor, its principals, members and employees shall not be liable to the State for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the services performed hereunder for an aggregate amount in excess of \$1,000,000.

In no event shall Contractor, its principals, members, or employees be liable for consequential, special, indirect, incidental, punitive, or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs.)