

ADDENDUM

The following is a Second Addendum to the Request for Proposals # **BWCB13001** for **Actuarial Consulting Services** (hereinafter referred to as the "RFP") issued on **January 7, 2013** by the Ohio Bureau of Workers' Compensation (hereinafter referred to as "BWC") having offices at 30 W. Spring St., Columbus, Ohio 43215-2256.

Whereas, BWC desires to modify the RFP and amend the terms applicable to **VENDOR'S LIABILITY** as described in **Section 4.10** of the RFP and also amending the time for Questions and for submission of Proposals. This Addendum also strikes language in **Section 4.11, CONDITIONS PRECEDENT**, erroneously included in the RFP and inapplicable to it. No other terms of the RFP are modified by this Addendum.

Therefore, the following modifications shall be made to the RFP:

Section 4.10 VENDOR'S LIABILITY currently reads:

The Vendor shall be liable for and shall indemnify the BWC against any and all losses, damages, costs, expenses (including reasonable attorney fees), liabilities, claims and demands for any action, omission, information or recommendation in connection with this Agreement constituting a breach or violation of its fiduciary duties under applicable law, or a material breach of any agreement, representation, warranty or covenant made herein by the Vendor or its agents, except that the Vendors shall have no liability hereunder in the absence of negligence or reckless or willful misconduct on the part of itself or its agents."

The text is hereby corrected and modified to read:

The selected Vendor shall be responsible for all direct damages due to the Vendor's fault or negligence up to the Contract Amount. The Vendor shall not be liable for any direct damages in excess of the Contract Amount, except for damages resulting from the Vendor's bad faith or intentional misconduct. In no event shall either party be liable to the other party for any indirect, consequential, incidental, special, or punitive damages, or lost profits."

Section 4.11 CONDITIONS PRECEDENT is modified also, striking the indicated language herein:

It is expressly understood and agreed by the parties that the contract is not binding on BWC until such time as all necessary funds are made available and forthcoming from the appropriate State agencies, and such expenditure of funds is approved by the Administrator after execution of the contract by the Vendor but before execution by BWC. ~~It is further expressly understood and agreed by the parties that the execution of a Cooperative Agreement between BWC and RSC based on the VRP3 model and prior written approval of the Vendor by RSC shall also be conditions precedent to the creation of any obligation under this contract.~~

No contract shall be binding upon either party until receipt by the contracting Vendor of a copy of a fully executed contract, and compliance with any and all conditions precedent as set forth in this section.

The time and date for submission of Inquiries and for opening of Proposals are also changed.

QUESTIONS: The Question and Answer period is reopened only regarding the above change to **Section 4.10 VENDOR'S LIABILITY**. Questions will be received from **March 22, 2013 to March 29, 2013 at 8:00 AM**.

REVISED DUE DATE AND OPENING OF PROPOSALS: Proposals must be submitted by **2:00 PM on Tuesday April 23, 2013**. Proposals will be opened at **2:00 PM on Tuesday April 23, 2013**. Late Proposals will not be opened or considered.

No other terms of the RFP are modified by this Addendum.

RFP Actuarial Consulting Addendum 2nd 03.21.2013
Actuarial
March 21, 2013