



DEPARTMENT OF HEALTH

Larry Hogan, Governor · Boyd K. Rutherford, Lt. Governor · Dennis R. Schrader, Secretary

Office of Contract Management and Procurement - Jim Beauchamp

VIA EMAIL TRANSMISSION

TASK ORDER REQUEST FOR PROPOSAL
Maryland Department of Health
Medicaid Management Information System (MMIS-II)
Support and Maintenance Resources (M00B2600302)

Addendum #2
Issued: April 26, 2022

All persons who are known by the Issuing Office to have received the above-referenced TORFP are hereby advised of the following revisions:

1. The TORFP currently reads:

TORFP Key Information Summary Sheet (Page 2)

TO Proposals Due (Closing) Date and Time:	Friday, May 6, 2022 at 2:00 P.M. Local Time Offerors are reminded that a completed Feedback Form is requested if a no-bid decision is made (see Section 5).
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Attachment M Task Order – Liquidated Damages

Liquidated Damages section is missing.

**Under Section 3.1, Task Order Initiation Requirements, Table 3.1 - Transition-in Schedule
(Page 19) – Row #6**

At Least 10 of 15 Additional Personnel On-Board and have demonstrated the level of competence specified in their labor categories

Revisions:

1. Proposals Due Date and Time: Friday, May 20, 2022 at 2:00 P.M. Local Time

Attachment M Task Order – Liquidated Damages

Addition:

5. Liquidated Damages

5.1 The Master Contract requires the Master Contractor to comply in good faith with the MBE Program and Master Contract provisions. The State and the Contractor acknowledge and agree that the State will incur damages, including but not limited to loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the Master Contractor does not comply with the requirements of the MBE Program and MBE Contract provisions. The parties further acknowledge and agree that the damages the State might reasonably be anticipated to accrue as a result of such lack of compliance are difficult to ascertain with precision.

5.2 Therefore, upon issuance of a written determination by the State that the Master Contractor failed to comply in good faith with one or more of the specified MBE Program requirements or MBE Contract provisions, the Master Contractor shall pay liquidated damages to the State at the rates set forth below. The Master Contractor expressly agrees that the State may withhold payment on any invoices as a set-off against liquidated damages owed. The Master Contractor further agrees that for each specified violation, the agreed upon liquidated damages are reasonably proximate to the loss the State is anticipated to incur as a result of such violation.

- a) Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B (3): \$35.00 per day until the monthly report is submitted as required.
- b) Failure to in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B (4): \$90.00 per MBE subcontractor.
- c) Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and amendment of the MBE participation schedule: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm for the Contract.
- d) Failure to meet the Master Contractor’s total MBE participation goal and sub goal commitments: the difference between the dollar value of the total MBE

participation commitment on the MBE participation schedule and the MBE participation actually achieved.

e) Failure to promptly pay all undisputed amounts to an MBE subcontractor in full compliance with the prompt payment provisions of the Contract: \$100.00 per day until the undisputed amount due to the MBE subcontractor is paid.

5.3 Notwithstanding the assessment or availability of liquidated damages, the State reserves the right to terminate the Task Order and exercise any and all other rights or remedies, which may be available under the Task Order or law.

Under Section 3.1, Task Order Initiation Requirements, Table 3.1 - Transition-in Schedule (Page 19) – Row #6

Revision:

At Least 10 of 21 Additional Personnel On-Board and have demonstrated the level of competence specified in their labor categories

All other terms and conditions remain unchanged.

This Addendum is issued under the authority of State Procurement Regulations, COMAR 21.05.02.08 and with the approval of the Procurement Officer MDH.

4/26/22

Date

Denise Coates

Denise Coates
Contract Officer, OCOMP

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Addendum #1
MMIS-II (M00B2600302)

Upon receipt, please return the addendum acknowledgement via email to:

Denise Coates
Maryland Department of Health
Office of Contract Management and Procurement
Email: dcoates@maryland.gov

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Addendum #1
MMIS-II (M00B2600302)

ADDENDUM ACKNOWLEDGEMENT

I acknowledge receipt of Addendum #2 to TORFP (M00B2600302) titled “Maryland Department of Health (MDH) Medicaid Management Information System (MMIS-II) Support and Maintenance Resources” dated March 25, 2022.

Vendor’s Name

Authorized Signatory – (Print/Type)

Signature

Date