

ADDENDUM NO. 1

**MARYLAND STATE DEPARTMENT OF EDUCATION
MSDE**

TORFP# R00R1600395

ELIS

September 14, 2020

TO ALL POTENTIAL BIDDERS OF THE CONTRACT DOCUMENTS:

Addendum No.1

**RE: TORFP R00R1600395
ELIS**

To Whom It May Concern:

- A. The TORFP document Attachment A page 60, for the Pre-Proposal Conference date has been REVISED as of 9/14/2020 with this Addendum No.1*
- B. The TORFP Pre-Proposal Conference Date is September 17, 2020 12-1:30 EST at Google Meet 1-617-675-4444 pin# 3968675815768# not September 21, 2020.*

Very truly Yours

Robin Harding

*Robin Harding
Procurement Officer*

THIS AMENDMENT IS ISSUED TO CLARIFY, ADD TO,DELETE,FROM, CORRECT AND/OR CHANGE TE BID DOCUMENTS TO THE EXTENT INDICATED AND HEREBY MADE A PART OF THE SAID BID DOCUMENTS ON WHICH THE PACKAGE AND MUST BE ATTACHED TO THE OUTSIDE COVER OF THE PROPOSAL FORM. FAILURE TO DO SAY MAY RESULTIN THE REJECTION OF YOUR BID. COMAR 21.05.02.08 REQUIRES THAT ALL AMENDMENTS ISSUED BE ACKNOWLEDGED; THEFORE THE ATTACHED RECEIPT MUST BE RETURNED TO THIS OFFICE. FAILURE TO RETURN THE RECIPT ACKNOWLEDGING THE AMENDMENT MAY RESULT IN REJECTION OF YOUR BID.

*****END OF ADDENDUM NO. 1**

ADDENDUM NO. 1

**MARYLAND STATE DEPARTMENT OF EDUCATION
MSDE**

TORFP NO. R00R1600395

ELIS

ACKNOWLEDGEMENT OF RECEIPT

The undersigned acknowledges that **Addendum No. 1** dated September 14, 2020, to Maryland State Department of Education (MSDE) Specifications for TORFP No. R00R1600395 has been received by the undersigned and will be incorporated into all copies of said specifications in the possession of the undersigned.

It is understood that all bids submitted in response to TORFP No. R00R1600395 will be presumed to be based upon full knowledge of the contents of **Addendum No. 1**

(Company Name)

By: _____
(Signature-Authorized Official)

(Title)

(Date)

NOTE: PLEASE SIGN AND DATE THE “ACKNOWLEDGEMENT OF RECEIPT AND RETURN TO THE PROCUREMENT OFFICER BY EMAIL OR SUBMIT WITH YOUR BID SUBMISSION

ADDENDUM NO. 2

**MARYLAND STATE DEPARTMENT OF EDUCATION
MSDE**

TORFP# R00R1600395

ELIS

September 17, 2020

TO ALL POTENTIAL BIDDERS OF THE CONTRACT DOCUMENTS:

Addendum No.2

**RE: TORFP R00R1600395
ELIS**

To Whom It May Concern:

- A. *The TORFP document R00R1600395 ELIS email address for Robin Harding is Robin.harding1@maryland.gov until the database is corrected please also forward to Rharding1@maryland.gov to a sure I received all bids. Please forward your bids to either email address.*
- B. *The TORFP Question are due September 24, 2020 2:00 PM Local Time. TO Proposals Due (Closing) Date and Time: October 15, 2020 2:00 PM Local Time.*

Very truly Yours

Robin Harding

*Robin Harding
Procurement Officer*

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OFFICE. FAILURE TO RETURN THE RECEIPT ACKNOWLEDGING THE AMENDMENT MAY RESULT IN REJECTION OF YOUR BID.

*****END OF ADDENDUM NO. 2**

ADDENDUM NO. 2

**MARYLAND STATE DEPARTMENT OF EDUCATION
MSDE**

TORFP NO. R00R1600395

ELIS

ACKNOWLEDGEMENT OF RECEIPT

The undersigned acknowledges that **Addendum No. 2** dated September 17, 2020, to Maryland State Department of Education (MSDE) Specifications for TORFP No. R00R1600395 has been received by the undersigned and will be incorporated into all copies of said specifications in the possession of the undersigned.

It is understood that all bids submitted in response to TORFP No. R00R1600395 will be presumed to be based upon full knowledge of the contents of **Addendum No. 2**

(Company Name)

By: _____
(Signature-Authorized Official)

(Title)

(Date)

NOTE: PLEASE SIGN AND DATE THE “ACKNOWLEDGEMENT OF RECEIPT AND RETURN TO THE PROCUREMENT OFFICER BY EMAIL OR SUBMIT WITH YOUR BID SUBMISSION



Karen B. Salmon, Ph.D.
State Superintendent of Schools

October 09, 2020
Amendment #3

SOLICITATION NUMBER R00R1600395

EARLY CHILDHOOD ELECTRONIC LICENSING INSPECTION SYSTEM (ELIS)
DEVELOPMENT, OPERATIONS AND MAINTENANCE

Attention all vendors:

The solicitation referenced above is hereby as described below. Please see the amended text below in **RED BOLD. The corrected Price Sheet is attached separately.**

A. Original Text as it appears in section 4.6.

4.6 Limitation of Liability

The TO Contractor's liability is limited in accordance with the Limitations of Liability section of the CATS+ Master Contract. TO Contractor's liability for this TORFP is limited to two (2) times the total TO Agreement amount.

Amended Text

4.6 Limitation of Liability

The TO Contractor's liability is limited in accordance with the Limitations of Liability section of the CATS+ Master Contract. TO Contractor's liability for this TORFP is limited to **one (1)** times the total TO Agreement amount.

B. Original Text as it appears in section 3.5 Liquidated Damages.

3.5 Liquidated Damages

MBE Liquidated damages are identified in Attachment M

Amended Text

3.5 Liquidated Damages

- 3.5.1** The Contract requires the Contractor to comply in good faith with the MBE Program and 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 Contractor does not comply in good faith 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.
- 3.5.2** Therefore, upon issuance of a written determination by the State that the Contractor failed to comply in good faith with one or more of the specified MBE Program requirements or MBE Contract provisions, the Contractor shall pay liquidated damages to the State at the rates set forth below. The Contractor expressly agrees that the State may withhold payment on any invoices as a set-off against liquidated damages owed. The 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): \$23.93 per day until the monthly report is submitted as required.
 - (b) Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B (4): \$80.80 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 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: \$99.01 per day until the undisputed amount due to the MBE subcontractor is paid.
- 3.5.3** Notwithstanding the assessment or availability of liquidated damages, the State reserves the right to terminate the Contract and exercise any and all other rights or remedies which may be available under the Contract or Law.

C. Original Text as it appears in section 3.11.1 F.

F. Key Personnel – A subset of TO Contractor Personnel whose departure during the performance period, will, in the State's opinion, have a substantial negative impact on Task Order performance. Key Personnel proposed as part of the TO Proposal shall start as of TO Agreement issuance unless specified otherwise in this TORFP or the Offeror's TO Technical Proposal. Key Personnel may be identified after Task Order award.

Amended Text

F. Key Personnel – A subset of TO Contractor Personnel whose departure during the performance period, will, in the State’s opinion, have a substantial negative impact on Task Order performance. Key Personnel proposed as part of the TO Proposal shall start as of TO Agreement issuance unless specified otherwise in this TORFP or the Offeror’s TO Technical Proposal. ~~Key Personnel may be identified after Task Order award.~~

ADDENDUM NO. 4

**MARYLAND STATE DEPARTMENT OF EDUCATION
MSDE**

TORFP# R00R1600395

ELIS

October 14, 2020

TO ALL POTENTIAL BIDDERS OF THE CONTRACT DOCUMENTS:

Addendum No.4

**RE: TORFP R00R1600395
ELIS**

To Whom It May Concern:

- A. *The TORFP document R00R1600395 ELIS Proposal Due (Closing) Date and Time: October 15, 2020 2:00 PM Local Time has been extended to: October 28, 2:00 PM Local Time*
- B. *The TORFP R00R1600395 Questions are **CLOSED**.*
- C. *Question #41 "Current guidelines for non-production environments are for incremental daily backups to be retained for one (1) month, and full weekly backups, retained for three (3) months." **No. 41 response "Current guidelines for non-production environments are for incremental daily backups to be retained for one (1) month, and full weekly backups, retained for three (3) months."***

Very truly Yours

Robin Harding

*Robin Harding
Procurement Officer*

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CORRECT AND/OR CHANGE TE BID DOCUMENTS TO THE EXTENT
INDICATED AND HEREBY MADE A PART OF THE SAID BID

DOCUMENTS ON WHICH THE PACKAGE AND MUST BE ATTACHED TO THE OUTSIDE COVER OF THE PROPOSAL FORM. FAILURE TO DO SAY MAY RESULTIN THE REJECTION OF YOUR BID. COMAR 21.05.02.08 REQUIRES THAT ALL AMENDMENTS ISSUED BE ACKNOWLEDGED; THEFORE THE ATTACHED RECEIPT MUST BE RETURNED TO THIS OFFICE. FAILURE TO RETURN THE RECIPT ACKNOWLEDGING THE AMENDMENT MAY RESULT IN REJECTION OF YOUR BID.

*****END OF ADDENDUM NO. 4**

ADDENDUM NO. 4

**MARYLAND STATE DEPARTMENT OF EDUCATION
MSDE**

TORFP NO. R00R1600395

ELIS

ACKNOWLEDGEMENT OF RECEIPT

The undersigned acknowledges that **Addendum No. 4** dated October 14, 2020, to Maryland State Department of Education (MSDE) Specifications for TORFP No. R00R1600395 has been received by the undersigned and will be incorporated into all copies of said specifications in the possession of the undersigned.

It is understood that all bids submitted in response to TORFP No. R00R1600395 will be presumed to be based upon full knowledge of the contents of **Addendum No. 4**

(Company Name)

By: _____
(Signature-Authorized Official)

(Title)

(Date)

NOTE: PLEASE SIGN AND DATE THE “ACKNOWLEDGEMENT OF RECEIPT AND RETURN TO THE PROCUREMENT OFFICER BY EMAIL OR SUBMIT WITH YOUR BID SUBMISSION
