



Amendment #3
Request For Proposals 060B2490022-2015
Hardware and Associated Equipment and Services
March 1, 2016

Ladies/Gentlemen:

This Amendment #1 is being issued to amend and clarify certain information contained in the above referenced Request For Proposals (RFP). All information contained herein is binding on all Offerors who respond to this RFP. For the following changes/additions, any new language has been double underlined and marked in bold (i.e., **new**) and any deleted language has been marked with a strikeout (i.e., ~~deleted~~).

1. Revise RFP Attachment A – Hardware and Associate Equipment and Services Contract

18.14. Minority Business Enterprise Participation:

18.14.2.2. Therefore, upon a determination by the State that the Contractor failed to make good faith efforts to comply with one or more of the specified MBE Program requirements or Contract provisions, the Contractor agrees to 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.

- i. Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B (3): **an amount per day established at the PORFP level** \$<<insert value>> until the monthly report is submitted as required.
- ii. 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): **an amount to be established at the PORFP level** \$<<insert value>> per MBE subcontractor.
- iii. 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/or 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.



- iv. 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.
- v. Failure to promptly pay all undisputed amounts to an MBE subcontractor in full compliance with the prompt payment provisions of this Contract: **an amount to be established at the PORFP level**~~\$\$<<insert appropriate rate following calculation instructions from GOMA>>~~ per day until the undisputed amount due to the MBE subcontractor is paid.

Notwithstanding the use of liquidated damages, the State reserves the right to terminate the Contract and exercise all other rights and remedies provided in the Contract or by law.

Issued by:

Gayle Mealy
Procurement Officer