



Pharmacy Benefit Administrator Claims and Performance Audit Services
Amendment # 3 – Performance Standards
Quote Request # 20260331 / RFX # 3150006793
April 20, 2026

This Amendment # 3 is issued to revise the Quote Request originally released on March 31, 2026. The purpose of this amendment is to incorporate additional requirements related to Performance Standards, including provisions related to Liquidated Damages and Disputes.

Vendors are advised to review this amendment carefully and incorporate the additions into their quote submissions, as applicable.

Additions to the Quote Checklist

The following section is hereby added:

2.6 Performance Standards

2.6.1 Liquidated Damages

The parties declare and agree that time and punctuality are material and essential elements of this Agreement, and that its terms must be strictly and literally carried out. DOM may, at its sole discretion, assess liquidated damages as a reasonable estimate of difficult-to-calculate losses rather than as a penalty. These assessments do not waive DOM’s right to pursue actual damages in addition to liquidated damages, or contract termination for continued violations. In the event such actual damages arise from the same event for which the Contractor has been assessed liquidated damages, the amount of any such liquidated damages paid by Contractor shall be credited against the amount of actual damages assessed for the same event. Upon written notice, DOM may collect damages via direct payment or by offsetting current or future invoices.

In order to Appeal DOM’s imposition of any damages, the Contractor shall request review in accordance with the Disputes provisions noted at **Section 2.6.2, Disputes**, below. Note that the assessment of liquidated damages is not automatically stayed pending Appeal. Pending final determination of any dispute hereunder, the Contractor shall proceed diligently with the performance of this Contract and in accordance with the Contract Officer’s direction.

The determination of the below liquidated damage amounts shall be at DOM’s sole discretion up to the amounts below for each requirement:



Liquidated Damages		
Section Reference	Requirement	Liquidated Damages
2.2.1.8	Failure to submit the final audit report by the annual deadline.	\$500.00 (per day for each day the report remains outstanding)
2.4.1	Failure to provide an interim resource with the required qualifications and resume for DOM approval within five (5) business days of a vacancy or notice thereof.	\$500.00 (per business day until a qualified interim resource is approved)
2.4.1	Failure to provide a permanent resource for DOM approval within thirty (30) calendar days or fail to have that resource appropriately staffed within forty-five (45) calendar days of interim approval.	\$500.00 (per calendar day until the position is filled by a qualified permanent resource)

2.6.2 Disputes

Any disputes regarding the terms and conditions of the resulting Contract shall be decided by the Executive Director, or the Executive Director's designee. Such decision shall be in writing and mailed or otherwise furnished to the Contractor. Any assessment of liquidated or actual damages shall be considered a decision of the Executive Director or their designee. The decision of the Executive Director, or their designee, shall be final and conclusive, unless within ten (10) calendar days following the date of such decision the Contractor mails or otherwise furnishes a written Appeal to the DOM's Executive Director.

The Contractor shall be afforded an opportunity to offer evidence in support of its Appeal. The Contractor shall proceed diligently with the performance of this Contract in accordance with the decision rendered by the Executive Director, or their designee, until a final decision is rendered by the Executive Director or his or her representative. This does not impair Contractor's right to any available judicial remedies upon exhaustion of internal dispute process as outlined in this section.

The Contractor shall proceed diligently with the performance of this Contract in accordance with the decision rendered by the Executive Director, or their designee, until a final decision is rendered by the Executive Director or their representative.



All other terms, conditions, and requirements of the Quote Request remain unchanged and in full force and effect.

Vendors are responsible for ensuring that their submissions reflect the additional requirements outlined in this amendment.

Authorized Signature

Date

Printed Name

Vendor Name