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ANTHONY BROWN  
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Secretary

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Deputy Secretary

**Amendment #10 to Request for Proposals (RFP)  
DPSCS Inmate Dental Services  
Solicitation No. Q0013030  
July 17, 2013**

This Amendment is being issued to amend and clarify certain information contained in the above named RFP. All information contained herein is binding on all Offerors who respond to this RFP. Specific parts of the RFP have been amended. The following changes/additions are listed below; new language has been double underlined and marked in bold (ex. **new language**) and language deleted has been marked with a strikeout (ex. ~~language deleted~~).

1. AMEND KEY INFORMATION SHEET **Closing Date and Time: ~~Tuesday July 23, 2013~~  
Tuesday July 30, 2013 at 2:00 PM (Local Time)**
2. AMEND SECTION 1.10 An unbound original, to be so identified, and six (6) bound copies of each Proposal (technical and financial) must be received by the Procurement Officer at the address listed in Section 1.5, no later than **2:00 PM (Local Time) on ~~Tuesday July 23, 2013~~ Tuesday July 30, 2013** in order to be considered. Two (2) copies of an electronic version on CD of the Technical Proposal in MS Word or Adobe PDF format must be enclosed with the original Technical Proposal. Two (2) copies of an electronic version on CD of the Financial Proposal in MS Excel format must be enclosed with the original Financial Proposal. Ensure that the CDs are labeled with the date, RFP title, RFP project number, and Offeror name and packaged with the original copy of the appropriate proposal (technical or financial). (Also see § 4.2)
3. AMEND Attachment A – Contract to correct the amount of Liquidated Damages listed in Amendment #9, Item 28 for:
  - a. Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B(3): \$156 **\$24.05** 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): \$78 **\$12.03** per MBE subcontractor.

~Effective Resource Management~

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- 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/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.
- d. Failure to meet the Contractor's total MBE participation goal and subgoal 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 this Contract: ~~\$585~~ **\$90.58** 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.**

4. AMEND Section 3.21.6.2.1 from Amendment #9 to read as follows:

3.21.6.2.1 The Department desires to upgrade the exiting On-site dental X-ray equipment., ~~except for the one existing panoramic digital X-ray machine located at MRDCC~~ (See Attachment CC), to improve the quality of dental services rendered to Inmates and realize the benefits of being able to incorporate digital images into Inmates' medical records in the EHR (See §3.35)...

5. AMEND Section 3.21.6.2.2 (B)(2) of Amendment #9 to read as follows:

B. 2. The Contractor shall **install a totally new** ~~replace one analog periapical machine located in the Baltimore SDA, to be determined by the Contract Manager, with a~~ digital panoramic X-ray machine similar to the one located at MRDCC **in the Baltimore SDA at a location to be determined by the Contract Manager** no later than ~~2~~ **4** weeks after the successful integration of the PACS.

6. AMEND Section 3.21.6.2.2 (D) of Amendment #9 to read as follows:

D. During the fifth Contract Period, the Contractor is to replace the ~~four (4)~~ **five (5)** remaining analog periapical X-ray machines, for a total of ~~23~~ **24** periapical digital X-ray machines, and one (1) remaining panoral machine for a total of 9 panoral digital X-ray machines. The replacement of all such X-ray equipment, shall occur no less than 45 days before the end date of the Contract.

**E. No fewer than 45 days before the end of the Contract, the Contractor shall replace the digital panoramic X-ray machine located at MRDCC.**

**F. After all the requirements of § 3.21.6.2.2 B-E have been implemented, the total digital X-ray machine counts by the end of the Contract shall be:**  
**24 – periapical machines;**  
**9 – panoral machines; and,**  
**2 – panoramic machines.**

7. AMEND Section 3.23.1 to read as follows:

3.23.1 Sick call clinics are to be held on regular dates and schedules through the sick call sign in procedure as per Department Policy (i.e. the Medical Contractor will triage all Sick Call Slips submitted by Inmates and Immediately deliver to the Contractor those slips requesting dental services). The Contractor shall provide sick call clinics ~~five days a week in compliance with ACA and NCHCC standards~~ in each facility **on Business Days** and each sick call clinic shall continue until it is completed (i.e., when each Inmate scheduled to be seen during that sick call and who shows up for the appointment has been seen).

Issued and authorized by

<signed>  
Patti Tracey  
Procurement Officer