



MARTIN O'MALLEY
Governor

ANTHONY BROWN
Lieutenant Governor

T. ELOISE FOSTER
Secretary

DAVID C. ROMANS
Deputy Secretary

**Amendment #9 to Request for Proposals (RFP)
DPSCS Inmate Dental Services
Solicitation No. Q0013030
July 5, 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 to ADD to Section 1.2 Definitions as follows:

1.2.83 "Administrative Supplies" means Supplies that do not fall within the meaning of either Patient-related Supplies, or Durable Dental Supplies. Examples of Administrative Supplies include, but are not limited to: pens, pencils, computer printer, photocopier, fax, notebook and all other types of paper, printer, photocopier and fax toner, binders, paper, butterfly and spring clips, message and "Post-It" pads, rubber bands, cellophane tape, name tags/ID badges, staplers, scissors, erasers, letter trays, drawer organizers, pen/pencil holders and calendars.

1.2.84 "Durable Dental Supplies" means items created or ordered by a Dentist in the fulfillment of the requirements of the Contract that cost more than \$50 and which have an expected useful life of more than one year, but which are customized and provided solely for the improvement of Dental health for and use by an individual Inmate. Examples of Durable Dental Supplies include, but are not limited to, full or partial dentures and bridges.

1.2.85 "Equipment" means any item with a purchase price of \$50 or more and an expected useful life of more than 1 year, including items typically regarded as furniture and excluding items classified as Durable Dental Supplies. (See § 1.2.84).

For the purposes of Billing and Pricing only, as further described in §§ 3.3.10 and 4.5.8, respectively, Equipment is further broken down as General Equipment, X-ray Equipment and Equipment for the New JCI Dental Suite.

~Effective Resource Management~

In this context General Equipment shall mean any Equipment that is not: A. Installed in the New JCI Dental Suite as described in § 3.3.4, § 3.21.6.1, and in Attachment F-1 pertaining to the instructions for completing the JCI Dental Suite pricing on Attachment F-4; and, B. X-ray Equipment as described in § 3.3.6, § 3.21.6.2, and in Attachment F-1 pertaining to the instructions for completing the pricing on Attachment F-3.

1.2.86 “Patient-related Supplies” are supplies that directly or indirectly are used in the provision of dental services to Inmates. Patient-related Supplies do not include any supplies that are used for non-patient related or administrative purposes. Examples of Patient-related Supplies include, but are not limited to: latex gloves, surgical masks, suction hose tips, needles used to apply Novocain, mouthwash, X-ray film; X-ray film developer solution, fluoride, drill bits, dental floss, amalgam, composite filling, sealants, antiseptic, paper bibs, tongue depressors, bulbs for examining lights, instrument tray liners, smocks/lab coats and disposable cups for mouthwash.

1.2.87 “Supplies” means any item that costs less than \$50 and/or has a useful life of 1 year or less, plus Durable Dental Supplies (See § 1.2.84); i.e., any non-Equipment (See § 1.2.85) item, including consumable items. “Supplies” includes non-Equipment items used directly or indirectly for the treatment of patients and items used for general administrative or Staff related purposes. “Supplies” is further delineated as Administrative Supplies (See § 1.2.83), Durable Dental Supplies as mentioned above and “Patient-related Supplies (See § 1.2.86).

2. AMEND to ADD to Section 1.19 Minority Business Enterprise

Liquidated Damages will be assessed as per the provisions of Contract (Attachment A) Section 5.1 F and Attachment P, Item 25 for the Contractor’s failure to:

- 1. Submit each monthly payment report in full compliance with COMAR 21.11.03.13B(3).**
- 2. Include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B(4)**
- 3. Comply with COMAR 21.11.03.12 in terminating, cancelling or changing the scope of work/value of a contract with an MBE subcontractor and/or amendment of the MBE participation schedule.**
- 4. Meet the Contractor’s total MBE participation goal and subgoal commitments (if subgoals are applicable).**
- 5. Promptly pay all undisputed amounts to an MBE subcontractor in full compliance with the prompt payment provisions of this Contract**

3. AMEND Section 1.3 as follows:

1.3.1 The primarily contract type will be Fixed Price whereby the prices quoted in Attachment F-2 are subject to adjustment due to variations in the Consumer Price Index and variations in Inmate census, as described in RFP §§ 3.3.1.2 and 3.3.2, respectively. (See COMAR 21.06.03.02.A.(3) and 21.06.03.02.B.(3)). **An exception to the F-2 Fixed Price is the Cost Reimbursement of Patient-related Supplies up to \$100,000, as described in §§ 3.3.9.1 and 3.21.8.**

1.3.2 The Acquisition/Implementation Prices for the ~~Optional Service for Digital X-ray conversion/equipment~~ replacement as described in RFP §§ 3.3.5 and 4.5.6 and Attachment F-1 and quoted in Attachment F-3 will be Firm Fixed Prices (See COMAR 21.06.03.02 (A)(1) for each respective Contract Period.

1.3.4 RFP Section 3.3.10 shall constitute Cost Reimbursement without fee of General Equipment, but only up to the Not-to-Exceed amount quoted on Price Form F-4 for each respective Contract Period.

4. AMEND Section 1.33.2 as follows:

1.33.2 For 90 days from the Go-Live Date (see §1.4.3) the Department will not assess any of the Liquidated Damages described in Attachment P **except for Liquidated Damages for MBE participation as described in Section 1.19.**

5. AMEND Section 3.3.5 to delete language (see strikethrough) and replace with the following (see **bold & double underline**);

3.3.5 Pricing for Optional Services

~~3.3.5.1 In the event the Department directs the Contractor to implement the optional Digital X ray (See §3.21.6.2.3) or Digitized Conversion System (See §3.21.6.2.3.1) for which separate fixed prices have been quoted in parts A and B, respectively on Attachment F 3, the Contractor shall implement the system as described in its final Technical Proposal response to §4.4.2 TAB K for the quoted firm fixed prices per Form F 3 for the pricing scenario (A or B), as per the Contract Period during which the optional service is to be installed/implemented.~~

~~3.3.5.2 The Department will only provide a Notice to Proceed (NTP) for the optional Digital X ray or Digitized Conversion system to be installed/implemented as of July 1 of any Contract Period (one year prior to the end of the first Contract Period and as of the beginning of the 2nd through 5th Contract Periods. e.g., if a NTP is issued on January 31, 2014, the installation/implementation of the optional service will start as of July 1, 2014 and the quoted prices for the 1st installation/implementation Scenario will apply. For a NTP issued June 29, 2016, installation/implementation will start as of July 1, 2016 and the installation/implementation Scenario 3 prices will apply.~~

~~3.3.5.3 If the Department exercises the option to implement the Digital X ray or Digitized Conversion system, the Department will pay the Contractor as follows:~~

~~3.3.5.3.1 For the Contract Period when an optional service is first installed/implemented the Contractor will be paid up to 20% of its firm, fixed price for acquisition/implementation on price form F-3 in accordance with the milestone pay out points described in its Technical Proposal (See § 4.4.2 Tab K). Upon installation/implementation and Acceptance (Acceptance is explained in § 3.3.5.3.1.1) the Contractor will be paid the balance of its acquisition/implementation price evenly amortized on a monthly basis over the remainder of the Contract term.~~

~~3.3.5.3.1.1 In its final Technical Proposal the Contractor will have provided an expected timeframe for implementation, including acceptance by the DPSCS Contract Manager as being fully compliant with the Technical Proposal offering (See § 4.4.2 TAB K A and B) for either the Digital X-ray or Digitized Conversion system, under 5 different Implementation Scenarios (Acceptance). For other than the fixed acquisition/implementation price discussed in 3.3.5.3.1, if complete implementation and Acceptance occurs within the timeframe proposed by the Contractor in its Technical Proposal, the Contractor may bill and be paid in equal monthly increments the full prices entered on the optional service price form F-3 for the Contract Period during which the optional service is to be implemented/Accepted (i.e., Contract Period 1 for Scenario 1, Contract Period 2 for Scenario 2, Contract Period 3 for Scenario 3, and so forth).~~

~~For example, if implementation Scenario 1 is selected by DPSCS, if the Contractor anticipates taking 3 months to implement the optional service, the Contractor can anticipate being paid the Contract Period 1 prices (other than acquisition/implementation price) in 9 equal monthly amounts (12 months minus 3 months). Should implementation and Acceptance actually take 2 months, the Contractor would be paid the full Contract Period 1 prices (other than acquisition/implementation prices) in 10 equal monthly amounts (12 months minus 2 months). In each case, payments for Contract Periods 2 through 5 prices (other than acquisition/implementation prices) will be paid in 12 equal monthly payments during each respective Contract Period.~~

~~Also by way of example, if, on the other hand, implementation Scenario 3 is selected by DPSCS, rather than Implementation Scenario 1, and the Contractor anticipates taking 3 months to implement the optional service, the Contractor can anticipate being paid the Contract Period 3 prices (other than acquisition/implementation prices) in 9 equal monthly amounts. Should implementation and Acceptance actually take 2 months, the Contractor would be paid the full Contract Period 3 prices (other than acquisition/implementation price) in 10 equal monthly amounts. In each case, payments for Contract Periods 4 and 5 prices (other than acquisition/implementation costs) will be paid in 12 equal monthly payments during each respective Contract Period.~~

~~Irrespective of the implementation Scenario selected, if actual implementation/Acceptance takes longer than projected by the Contractor, for each~~

~~month, or portion thereof, past or in excess of the Contractor's projected implementation/Acceptance timeframe, the Contractor's payment of implementation Contract Period prices (other than acquisition/implementation price) will be reduced proportionally. For example if the Contractor projects and achieves an implementation/Acceptance period of 4 months, this means implementation Contract Period prices (other than acquisition/implementation price) would be for 8 months of full service. If actual implementation took 6 months rather than 4 months, the Contractor's payment for implementation Contract Period prices (other than acquisition/implementation price) would be reduced by 25% (i.e., reduced by two eighths). If actual implementation took 7 months rather than 4 months, the Contractor's payment for implementation Contract Period prices (other than acquisition/implementation price) would be reduced by 37.5% (i.e., reduced by three eighths).~~

~~If implementation/Acceptance took more than 11 months the Contractor would not receive any payments for the Contract Period during which installation/implementation was originally expected to occur. In this event, the pricing for the following Contract Period would then apply, still on a prorated basis, illustrated as follows:~~

~~A NTP for either the optional Digital X-ray (See § 3.21.6.2.3) or Digitalized Conversion Service (See §3.21.6.2.3.1) was provided in the second Contract Period with installation/implementation to commence as of the beginning of the 3rd Contract Period, but during the 3rd Contract Period the implementation/Acceptance did not occur. If in the 13th month of installation/implementation activity (the first month of Contract Period 4) the optional service is implemented/Accepted, the Contractor would invoice and be paid 1/11th of its 4th Contract Period prices (other than for acquisition/implementation which will be paid as described in § 3.3.5.3.1.1) each month during the 4th Contract Period. There would be no payment for 3rd Contract Period prices (other than acquisition implementation).~~

3.3.5 Invoicing for Scheduled Replacement of Dental Digital X-ray Units

3.3.5.1 Section 3.21.6.2.2 provides for a scheduled replacement of dental digital X-ray units in Departmental facilities.

3.3.5.2 As described in Section 4.5.7, the Contractor shall invoice the Department based upon its quoted prices on Financial Form F-3 for the replacement of analog X-ray equipment with digital X-ray equipment in each Contract Period per the schedule contained in § 3.21.6.2.2 A-D.

In the 1st Contract Period the Contractor will be paid an even amount each month based upon the number of months (anticipated to be 18 as of the date of issuance of this Amendment) in the 1st Contract Period divided into the amount entered in Attachment F-3 for this 1st Contract Period.

For Contract Periods 2-5 the Contractor will be paid 1/12th of the amount entered in Attachment F-3 for each respective Contract Period.

6. AMEND Section 3.3.6 as follows:

3.3.6 Final Contract Invoice

3.3.6.1 The final invoice for all services performed under this Contract shall be submitted no more than 31 days after the Contract end date, or by July 31, 2019, **except for the provisions of 3.3.6.2.**

3.3.6.1.1 **Per § 3.21.8.2.1.2, from the final payment due the Contractor the Department shall retain \$50,000 to establish an escrow account to help assure the adequacy of Patient-related Supplies that will be available for a successor contractor. This escrow account will be maintained for up to 90 days following the expiration of the Contract.**

The successor contractor will have 30 days after the commencement of the successor contract (30 days after the end of the Contract) to bring any shortfall below the 95% inventory level up to the 95% level. Thereafter, the successor contractor will have up to 60 days to submit invoices to the DPSCS Contract Manager to evidence the cost to bring the level of Patient-related Supplies up to the 95% inventory level.

Payments of invoices from the successor contractor to bring the level of Patient-related Supplies up to the 95% inventory level will be made from the escrow account established per § 3.21.8.2.1.2, up to the \$50,000 value of that account.

3.3.6.2 **In accordance with Section 3.3.9.1.1, 90 days after the expiration of the contract, if any balance remains in the escrow account upon notice from the DPSCS Contract Manager, the Contractor may submit an invoice for the payment of the escrow balance. However, if the successor Contractor notifies the DPSCS Contract Manager in writing that all invoices supplies purchased to achieve the 95% inventory level have been received prior to 90 days, the remaining escrow balance, if any, will be paid at the time.**

7. AMEND to ADD Section 3.3.9 Patient-related Supplies Payment:

3.3.9.1 **The Contractor may submit invoices for start-up Patient-related Supplies up to \$100,000, as per § 3.21.8. Such invoices shall be accompanied by actual invoices from suppliers with sufficient detail that both the type of Patient-related Supplies and actual cost can be readily ascertained. The Contractor shall submit such invoices separately from the invoices for other activities as described in this Section 3.3 by the 10th of the month following the month in which the Patient-related Supplies were purchased; i.e., by the 10th of the second and third months of the Contract. In the event the Contractor has not received invoices from its suppliers by the 10th of the third month of the**

Contract it may continue to submit invoices on a monthly basis for up to two additional months, or until the 10th of the fifth month of the Contract. However, all such submitted invoices from suppliers must clearly show that the Patient-related Supplies being invoiced were purchased no later than 60 days after the Go-Live Date. If as determined by the DPSCS Contract Manager any of the submitted invoices from suppliers were for purchases made more than 60 days after the Go-Live Date, were not for Patient-related Supplies, or were for Patient-related Supplies in excess of the permitted \$100,000 reimbursement level, or if the Contractor adds any charges in addition to the actual cost from a supplier, these non-permitted charges will not be paid.

3.3.9.1.1 Per Section 3.21.8.2.1.2, the Department shall retain \$50,000 due the Contractor to establish an escrow account to assure the payment of invoices for the purchase of Patient-related Supplies by an incoming Contractor to restock dental suites to a 95% supply level.

3.3.9.1.2 At his/her option, the Department Contract Manager may withhold from the payment due for any invoice submitted after Contract expiration, including the final invoice payment, an amount equal to the expected reimbursement from the incoming Contractor to achieve the 95% Patient-related Supplies inventory.

8. AMEND to ADD Section 3.3.10

3.3.10 General Equipment Billing

This § 3.3.10 deals with how the Contract may bill for General Equipment, which as per § 1.2.85 means Equipment that is not otherwise covered by the provisions of § 3.3.4 (new JCI Dental Suite) and 3.3.5 (Digital X-ray Equipment).

3.3.10.1 For each Contract Period the Contractor will be paid for General Equipment it purchases, up to the amount quoted on F-4 for each respective Contract Period, but only in accordance with the provisions of § 3.21. For any Equipment that is:

3.3.10.1.1 Under the control of the Contractor that is lost or damaged due to misuse or neglect by the Contractor's Staff, consistent with §§ 3.21.1.2.3 and 3.21.4.1, the Contractor may not seek to recoup the cost of any replacement General Equipment as part of its billings under this § 3.3.10. i.e., invoices will not be paid for the replacement of Equipment that the DPSCS Contract Manager determines was necessitated because of lose, misuse or neglect.

3.3.10.1.2 Purchased under the provisions of § 3.21.1.2.4, the Contractor will be reimbursed for the cost of Equipment purchased separate and apart from the provisions of this § 3.3.10. i.e., the reimbursement of the cost of equipment purchased because the Department has changed the manner in which dental services are

provided to Inmates will not reduce the amount of payment available to the Contractor as explained in this § 3.3.10. Moreover, consistent with the provisions of § 3.3.8 the reimbursement by the Department of any excise tax or other charge on Equipment purchases specifically due to the implementation of the Affordable Health Care Act will not reduce the amount of payment available to it as explained in this § 3.3.10.

3.3.10.1.3 Subject to cost-sharing by the Department as per §§ 3.21.2 and 3.21.5.3.1, the amount of the purchase price that is reimbursed by the Department will not reduce the amount of payment available to the Contractor as explained in this § 3.3.10.

3.3.10.1.4 Repaired rather than replaced, at the discretion of the DPSCS Contract Manager the Contractor may be permitted to submit invoices for the cost of the repairs in the same manner as for the purchase of Equipment.

3.3.10.2 If the Contractor failed to abide by any provision of §3.21 (e.g., § 3.21.2.3) and such failure could have negatively affected the price the Contractor paid to purchase Equipment, the DPSCS Contract Manager may reduce the payment for such Equipment purchases by up to 10% less than the actual invoice price.

3.3.10.3 Any payment for General Equipment covered by this § 3.3.10 shall be based upon the actual purchase price of the Equipment. In determining the actual purchase price the provisions of § 3.21.2.1 shall be followed.

3.3.10.4 During each Contract Period the Contractor will be paid for General Equipment it purchases during that Contract Period, up to the amount quoted on F-4 for that Contract Period. If the Contractor spends less during any Contract Period than its quoted F-4 price for that Contract Period, the unspent amount will be added to its quoted F-4 price for any subsequent Contract Period so that the Contractor will have the total amount quoted for the entire duration of the Contract available for payment for purchases of General Equipment.

3.3.10.4.1 If the Contractor does not spend as much for General Equipment purchases during the term of the Contract as its total amount quoted on F-4, the Contractor will only be paid for the purchases actually made. The Contractor will not be paid any difference between its quoted F-4 total and its actual total amount of General Equipment purchases.

Example A: If the contractor quoted \$200,000 in each Contract Period (CP) for General Equipment purchases, it will be paid up to a total of \$1 million for General Equipment purchases.

If the Contractor spends \$150,000 for General Equipment purchases during the first Contract Period, it can be paid for a total of \$250,000 in General Equipment Purchases during the second Contract Period. (The \$50,000 shortfall of spending

during the 1st CP is available to be paid for purchases in the 2nd CP and will be added to the \$200,000 quoted on F-4 for the 2nd CP.)

If the Contractor spends \$200,000 in the second Contract Period it will again have \$250,000 available for payment for General Equipment purchases in the 3rd CP. (Since the \$50,000 shortfall of spending during the 1st CP was not spent during the 2nd CP, it is again carried forward and added to the \$200,000 quoted on F-4 for the 3rd CP, so that \$250,000 is again available to be paid for purchases in the 3rd CP.) This procedure continues through the end of the Contract.

If over the duration of the Contract the Contractor spends a total of \$980,000 for General Equipment purchases, it will not receive payment for the \$20,000 difference between its actual General Equipment purchases and its \$1 million total quote on F-4.

3.3.10.4.2 During any Contract Period the Contractor may spend more for the purchase of General Equipment than it quoted on Price Form F-4 for that Contract Period. However, the Contractor will not be reimbursed for such over-budget purchases until the next Contract Period when, despite the purchase having been made in a prior Contract Period, it will be considered to have been made in the Contract Period in which payment is made.

This procedure will continue until Contract Period 5. In Contract Period 5 the Contractor will only be reimbursed for the amount the Contractor quoted on F-4 for that Contract Period, so that overall the Contractor is not paid more than the total amount it quoted on F-4 over the duration of the Contract for General Equipment.

Example B: If the contractor quoted \$200,000 in each Contract Period (CP) for General Equipment Purchases, it will be paid no more than a total of \$1 million for General Equipment purchases.

If the Contractor spends \$250,000 for General Equipment purchases during the first CP, it can only be paid \$200,000 for General Equipment purchases during the first CP. At the beginning of the second CP the Contractor will be paid the \$50,000 for General Equipment purchases made during the first CP that it was not paid in the first CP. But this \$50,000 delayed payment for the 1st CP will be assessed against the 2nd CP quote of \$200,000 so that only \$150,000 may be paid for General Equipment purchases that are made during the 2nd CP.

If during the 2nd CP the Contractor makes \$220,000 in General Equipment purchases, it will only be paid \$150,000 during the 2nd CP for these purchases since \$50,000 of its \$200,000 quote on F-4 for the 2nd CP was already used to pay for the \$50,000 excess purchasing from the 1st CP. \$70,000 in payments will then be made in the 3rd CP to cover the purchases in the 2nd CP for which payment could not be made during the 2nd CP.

(Although a total of \$470,000 [\$250,000 + \$220,000 = \$470,000] in purchases were made during CPs 1 and 2, since the Contractor had only quoted a total of \$400,000 for these two CPs, it cannot be paid more than \$400,000 during this timeframe.)

This procedure continues through the end of the Contract. If the Contractor spends \$1,200,000 for General Equipment purchases over the duration of the Contract, it will not receive payment for the \$200,000 difference between its actual General Equipment purchases and its \$1 million quote on F-4.

3.3.10.5 To receive payment for General Equipment, the Contractor shall submit invoices as follows, subject to any limitations as described in § 3.3.10.4.2, or elsewhere in this § 3.3.10.

For each purchase the invoice must show:

- a. **A description of the Equipment**
- b. **The purchase date**
- c. **The reason for the purchase**
- d. **The actual purchase price. To evidence the actual purchase price a copy of an invoice from the providing entity must be included.**

9. AMEND Section 3.6.1.2 as follows:

3.6.1.2 The Contractor shall maintain a minimum 96% Fill Rate for each type of Dental Professional (See §1.2.23) position listed in accordance with its current DPSCS approved staffing plan. The 96% Fill Rate will be calculated Department-wide and by Dental Professional positions based on the total number of hours provided per month versus the aggregate number of hours contained in the current staffing plan. As described in §1.33 and Attachment P Item 2, Liquidated Damages will be assessed for the failure to maintain a 96% staffing level for Dental Professional positions listed in the DPSCS approved staffing plan Department-wide. **Any assessment of Liquidated Damages due to the failure to meet a 96% staffing level will be based upon the average hourly wage paid per Dental Professional position as described in § 3.6.5.3. The means to determine the applicable average hourly wage will be as described in § 3.6.5.3.**

10. AMEND Section 3.6.5.1 as follows:

3.6.5.1 Among the important means to achieve a stable workforce is the payment of adequate salaries and wages, along with attractive employee benefits. To help assure the adequacy of wages, salaries and benefits, in § 4.4.2 Tab D, #6[E] and § 4.4.2 Tab D, #8, Offerors are to identify **Minimum** and **Average**

Staff payment rates (wages and salaries) and other means of recruiting and retaining Staff (See 1.2.76), **including subcontractor Staff**, which shall include the benefits available to its personnel. The *Minimum and Average* payment rates and benefits listed in response to § 4.4.2 Tab D, #6[E] and § 4.4.2 Tab D, #8 will be among the factors evaluated among Offerors to help determine the Offeror selected for Contract award. However, in no instance may the minimum payment rate to Staff be less than permitted under the State's Living Wage law as described in § 1.29 and Attachment K.

11. AMEND Section 3.6.5.2.2 to re-number it as Section 3.6.5.3 and to make other changes as follows:

~~3.6.5.2.2~~ The wages and salaries being paid to all Staff, **including subcontractor Staff**, are at least the Average level of the payment rates per position contained in its response to § 4.4.2 Tab D, #6[E] and § 4.4.2 Tab D, #8.

3.6.5.3 In the event the Department assesses Liquidated Damages due to the Contractor's failure to maintain a 96% staffing level as required by § 3.6.1.2, such Liquidated Damages will be based on the average hourly rate paid per Dental Professional position as described below in this § 3.6.5.3. The means to determine the applicable average hourly wage will be as also described below in this § 3.6.5.3.

3.6.5.3.1 For any specialized subset of a Dental Professional position (e.g., a periodontist or oral surgeon would be specialized subsets of the Dentist position), for which no more than 1 full time equivalent (FTE – 35-40 hours per week of scheduled work) position typically works statewide, any applicable Liquidated Damages will be based upon the actual hourly wage of the individual working in that position.

3.6.5.3.2 The Contractor is to supply the DPSCS Contract Manager with its calculated average hourly wages (actual hourly wage for positions described in § 3.6.5.3.1), for each Dental Professional position per SDA within 5 Business Days of the beginning of the 4th and 7th months of the first Contract Period. The average wage provided during the 4th month of the Contract will be used for the next three (4th - 6th) months if any liquidated damages are assessed for the failure to maintain a 96% Fill Rate in any of these three months. The average wage provided during the 7th month of the Contract will be used for the remainder (up to twelve months) of the 1st Contract Period if any liquidated damages are assessed for the failure to maintain a 96% Fill Rate during the remainder of the 1st Contract Period.

3.6.5.3.2.1 To evidence the calculated average hourly wages paid for each Dental Professional position per SDA **submitted during the 7th month of the 1st Contract Period as described in §**

3.6.5.3.2. the Contractor shall submit a list to the DPSCS Contract Manager of each Staff working under the Contract, **including subcontractor Staff**, each person's personnel category (position), the number of hours each is projected to work annually and the wage for each. The Contractor shall then use this information to calculate the per position *Average* hourly wage, showing such calculation in sufficient detail that its accuracy can be confirmed.

3.6.5.3.2.1.1 **If based upon the information provided as required by § 3.6.5.3.2.1 it is determined by the DPSCS Contract Manager that the calculated average hourly wage should be different than as reported by the Contractor, the DPSCS Contract Manager will so inform the Contractor's Contract Manager. Unless the Contractor can demonstrate to the satisfaction of the DPSCS Contract Manager the accuracy of its calculated average hourly wages, the average hourly wages calculated by the Department shall be the ones used by the Department for the assessment of any Liquidated Damages between the 7th month of the Contract and the end of the 1st Contract Period.**

3.6.5.3.2.2 **The assessment of Liquidated Damages for the failure to maintain a 96% staffing level as required by § 3.6.1.2 for the duration of the Contract except for the first 90 days shall be calculated as follows.**

3.6.5.3.2.2.1 **The Department will use the average SDA hourly wages per Dental Professional position to calculate the average statewide hourly rate per Dental Professional based upon the following weighting.**

A. Dentists

Jessup SDA – 32%

Western SDA – 31%

Baltimore SDA – 27%

Eastern SDA – 10%

B. Dental Assistants

Jessup SDA – 28%

Western SDA – 33%

Baltimore SDA – 29%

Eastern SDA – 10%

C. Dental Hygienists

Western SDA – 50%

Baltimore SDA – 25%
Eastern SDA – 25%

(Example: to calculate the statewide average hourly wage for Dentists, 32% of the Jessup SDA average hourly wage + 31% of the Western SDA average hourly wage + 27% of the Baltimore SDA average hourly wage + 10% of the Eastern SDA average hourly wage will be added together. If the respective SDA average hourly wages are \$50, \$80, \$50 and \$75, using the above listed weighting percentages, the statewide average hourly wage would be \$61.80. ($\$50 \times .32 = \$16 + \$80 \times .31 = 24.80 + \$50 \times .27 = 13.50 + \$75 \times .1 = \$7.50 = \61.80)

3.6.5.3.3 No more than 5 Business Days after the start of the 2nd, 3rd, 4th and 5th Contract Periods the Contractor shall follow the same procedures as described in § 3.6.5.3.2 to determine the Liquidated Damage amount to be assessed in each respective Contract Period for the Contractor's failure to achieve a 96% staffing level during each month of the Contract Period.

~~3.6.5.2.2.2 No more than 30 days after the start of the 2nd, 3rd, 4th and 5th Contract Periods the same affidavit for all Staff as described in § 3.6.5.2.2.1 shall be submitted to the DPSCS Contract Manager.~~

3.6.5.3.4 The Department may audit the Contractor's and subcontractors' actual payment records directly or via an audit contractor no later than 30 days after each Contract Period to verify the Average hourly wage per Dental Professional personnel category for that Contract Period. The Contractor must fully cooperate with any such audit by making all required payroll records available either physically at an office in central Maryland, or electronically. The Department will deduct \$2,500 from payments due the Contractor to offset the cost of such audit per Contract Period.

~~3.6.5.2.2.3.1 If it is determined for any personnel category working under the Contract that the Contractor, directly or through its subcontractors, cumulatively paid less than 90% of the *Average* wage/salary for that personnel category in the Contractor's response to § 4.4.2 Tab D, #6[E] and § 4.4.2 Tab D, #8, the Contractor will be assessed a liquidated damage of 10% of the difference between the *Average* wage/salary calculated by the Department or its contracted auditor and the Contractor's response to § 4.4.2 Tab D, #6[E] and § 4.4.2 Tab D, #8 as a liquidated damage. (See Attachment P, item 4)~~

3.6.5.3.5 If in any Contract Period the Contractor is unable, or declines to make all required payroll records readily available for audit by the Department or its audit contractor such that the audit described in § 3.6.5.3.4 cannot reliable be conducted, the Department will deduct

\$10,000 as a liquidated damage in lieu of the (See Attachment P, Item 5). \$2,500 deduction described in §3.6.5.3.4.

12. AMEND Section 3.21.1.2 as follows:

3.21.1.2 Non-IT-related Equipment

Other than IT-related equipment as described in §3.21.1.1, the Contractor shall supply all operating equipment, furniture, office supplies, patient supplies, and any other supplies and equipment needed to provide services as necessary, and shall maintain the equipment in proper working order (including recommended preventive maintenance). However, certain equipment and supplies are available for use by the Contractor (See Attachment **I for the State-owned Equipment that will be available for re-use under this Contract**). In addition to the scheduled replacement of equipment as described in §3.21.3.1 the DPSCS Contract Manager may direct repair or maintenance of equipment at the Contractor's expense if equipment is found in disrepair or is not properly maintained.

13. AMEND Section 3.21.1.2.3 as follows:

3.21.1.2.3 **In addition to the scheduled replacement of equipment as described in Sections 3.21.3, and 3.21.6.2,** the Contractor shall be responsible for the replacement of any equipment, supplies or furniture if such replacement becomes necessary, as directed or approved by the ACOM, or for a single piece of equipment or furniture replacement greater than \$500, the Department Contract Manager. **This responsibility extends to the necessary replacement of equipment initially provided under the auspices of Sections 3.21.1.2.4 and 3.21.6.**

3.21.1.2.3.1 Except for the following, the Contractor is responsible for the cost of all Equipment purchases/replacement under this Section 3.21, subject to the cost sharing provision in Section 3.21.2.

a. **X-ray equipment described in Section 3.21.6.2 and General Equipment replaced during each Contract Period for which the Contractor may submit invoices as described in §3.3.10**

b. Equipment covered by §§ 3.21.1.2.4 and 3.21.5.3.1

3.21.1.2.3.3 The Contractor will be responsible for the full cost of repair or replacement in the case of misuse, neglect, or loss by the Contractor's employees or subcontractors, including replacement of equipment initially installed as per Sections 3.21.1.2.4 and 3.21.6.

14. AMEND Section 3.21.1.2.5 as follows:

3.21.1.2.5 Except as described in §3.21.2, §3.3.8 (See Amendment #5, Item #4), and §3.3.10 (See Amendment #9, Item #8) there will be no pass-through costs, reimbursement, or risk sharing with respect to said supplies and equipment under this Contract.

15. AMEND Section 3.21.3.4 (c) to read:

3.21.3.4 Exceptions to Scheduled equipment replacement:

- a. IT-related equipment provided by the State as described in §3.21.1.1
- b. Dental X-ray equipment and peripherals, since this equipment will be replaced as per the provisions of §21.3.6.2
- c. Office furniture/equipment or ancillary furniture/equipment not directly used in the provision of dental services (e.g., file & storage cabinets, lockers, desks, tables), as long as the furniture/equipment is rated as being Fair, Good or Excellent in the annual inventory described in § 3.21.5. Such furniture/equipment shall be replaced in accordance with the provisions of § 3.21.3.3.

16. AMEND Section 3.21.3.5 to include the addition of a comma:

3.21.3.5 All repairs and replacements must be with parts/items of Equivalent Quality to that of the original. Equivalent Quality means that the equipment must have an expected useful life of at least 10 years or at least equal to the industry norm if available information confirms that the expected useful life is less than 10 years, and function at the same level as the equipment being replaced. i.e., if the equipment being replaced was state-of-the-art at the time it was purchased, the replacement equipment shall also be state-of-the-art.

17. AMEND Section 3.21.6.2 as follows:

3.21.6.2 ~~Optional~~ Digital X-Ray (DX) Replacement ~~or Digitalized Conversion~~

3.21.6.2.1 The Department desires to upgrade the exiting On-site dental X-ray equipment, except for the ~~two~~ one existing panoramic digital X-ray machine located at MRDCC (See ~~Attachment I~~ 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). ~~However, because of the unknown cost of a 100% statewide digital X-ray system vs. digitizing (converting) analog X-rays to a digital format, in response to § 4.4.2 Tab K, in their Technical Proposals Offerors are required to include the price difference, benefits, etc. between their recommended solution for a 100% statewide digital X-ray system vs. digitizing (converting) analog X-rays to a digital format. In their Financial Proposal (F-3), Offerors are also to provide prices to implement the system described in their Technical Proposals~~ Accordingly, the

Department will require the Contractor to replace the X-ray equipment listed in Section 3.21.6.2.4 and Attachment CC over the course of the Contract per the schedule provided in § 3.21.6.2.2.

3.21.6.2.1.1 In obtaining the replacement digital X-ray equipment the Contractor is to follow the procedures outlined in Sections 3.21.2.3 and 3.21.3.5.

3.21.6.2.1.2 The specific X-ray machines to be replaced during each Contract Period shall be as directed by the DPSCS Dental Consultant.

3.21.6.2.2 The Department reserves the right Contractor must replace X-ray equipment as follows:

~~A. Utilize the optional digital dental X-ray system or digitized conversion of analog X-ray to digital format the Contractor has described in its Technical Proposal response to § 4.4.2 Tab K, A or B, respectively, at the price proposed in its final Financial Proposal (Attachment F 3);~~

~~B. Negotiate for a different dental X-ray system as per §3.21.6.2.5. This right to negotiate for a different system applies to either solution provided in response to §§A and B of §4.4.2 TAB K; or,~~

~~C. Make no changes to the existing dental X-ray system and if desired implement changes through the provisions of §3.21.1.2.3.~~

~~3.21.6.2.2.1 If elected for implementation by the Department, upon receipt of a NTP the Contractor shall implement its proposed digital dental X-ray system or digitizing (converting) analog X-rays to a digital format solution within the timeframe contained in its Technical Proposal.~~

A. Within six (6) months after the Go-Live Date, the Contractor shall install a Picture Archiving and Communication System (PACS) at the DPSCS data center located at 1201 Reisterstown Rd, Pikesville, MD 21208. PACS is a medical imaging technology which provides economical storage of, and convenient access to, digital images. Electronic images and reports are transmitted digitally via PACS; this eliminates the need to manually file, retrieve, or transport film jackets.

Once the PACS is installed, it will be tested by the Department for integration using the existing panoramic digital X-ray machine located at MRDCC. No digital X-ray replacement equipment may be installed until the PACS is fully integrated with the current existing panoramic digital X-ray machine. (See 3.21.6.2.3(d)).

B. 1. After the PACS is installed and integrated with the existing panoramic digital X-ray machine, but before the end of the first

Contract Period, the Contractor is to replace four (4) of the analog periapical machines with digital periapical X-ray machines and two (2) of the analog panoral machines with digital panoral X-ray machines located within the Department.

2. The Contractor shall 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 no later than 2 weeks after the successful integration of the PACS.

- C. **In each of the second through fourth Contract Periods, at least 45 days prior to the end of each respective Contract Period the Contractor shall replace five (5) periapical X-ray machines and two (2) panoral X-ray machines.**
- D. **During the fifth Contract Period, the Contractor is to replace the four (4) remaining analog periapical X-ray machines, for a total of 23 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.**

3.21.6.2.3 The ~~optional~~ dental digital X-ray system, if selected for implementation **replacement**, shall be a total outsourced, all-inclusive solution that must include:

- a) ~~A Picture Archiving and Communication System (PACS). PACS is a medical imaging technology which provides economical storage of, and convenient access to, digital images. Electronic images and reports are transmitted digitally via PACS; this eliminates the need to manually file, retrieve, or transport film jackets.~~ **Integration with the installed PACS.**
- b) Integration with NextGen, the Department's current EHR, so images can be viewed in NextGen throughout DPSCS.
- c) All hardware, software, and installations thereof, helpdesk support, on-going troubleshooting, and configuration requirements with NextGen.
- d) Configuring the existing 1 Panoral Machine digital pan X-ray device located at MRDCC to communicate with the PACS (below is a description of the current IT setup that is **not** working).

*MRDCC PC attached to Sirona Digital X-Ray Scheduled Task Information
The Sirona application on the PC (DPSCSGX6-3047C5, IP 10.22.110.126)
located at MRDCC exports data from the Sirona X-ray machine onto the
EPHR servers nightly at 8 pm EST. This export is performed by a windows
scheduled task and a domain generic/system account (MRDCCden) with
administrative access to c:\export and all subdirectories on the PC. The*

users logged into this PC have the same rights to folder c:\export because user's work will add and change files to this folder. This account also has access to \\ephrshares\sidexis\pdata and all subdirectories. This is where the images reside and where the database uploads occur from/to.

- e) All necessary communication lines needed to implement a 100% statewide digital X-ray system. However, the Department reserves the right to obtain needed communication lines on its own rather than have the Contractor do so.

~~3.21.6.2.3.1 If deemed preferable by the Department, the Contractor shall digitize (convert) analog X-rays to a digital format in accordance with its Technical Proposal response to §B of §4.4.2 TAB K. If this solution is accepted the requirements of §3.21.6.2.3 a-e must still be satisfied.~~

~~3.21.6.2.3.21 If either of the solutions described in §3.21.6.2.3 or §3.21.6.2.3.1 is accepted by the Department for implementation, the prices for the items listed in §3.21.6.2.3 (a-d) and §3.21.6.2.3 (e) shall be included as separate line item prices on Price Form F-3. **On Price Form F-3, there shall be a single price for the items listed in § 3.21.6.2.3 (a-d) and a separate price for item § 3.21.6.2.3 (e).**~~

3.21.6.2.4 Equipment to be replaced and their current locations, broken down by Service Delivery Area and facility are as follows:

WSDA

- WCI
 - 2 Periapical Machines (Analog)
 - 1 Panoramic Machine (Analog)
- NBCI
 - 1 Periapical Machine (Analog)
 - 1 Panoramic Machine (Analog)
- MCI-H
 - 1 Periapical Machine (Analog)
 - 1 Panoramic Machine (Analog)
- MCTC
 - 1 Periapical Machine (Analog)
 - 1 Panoramic Machine (Analog)
- RCI
 - 2 Periapical Machines (Analog)

JSDA

- BCF
 - 1 Periapical Machine (Analog)
- JCI
 - 2 Periapical Machines (Analog)
 - 1 Panoramic Machine (Analog)
- JRH
 - 1 Periapical Machine (Analog)
 - 1 Panoramic Machine (Analog)

- MCIJ
1 Periapical Machine (Analog)
- MCIW
1 Periapical Machine (Analog)
1 Panorol Machine (Analog)
- Patuxent
1 Periapical Machine (Analog)

BSDA

- BCDC
1 Periapical Machine (Analog)
- CFDC
1 Periapical Machine (Analog)
- WDC
1 Periapical Machine (Analog)
- MTC
3 Periapical Machines (Analog)
1 Panorol Machine (Analog)
- MRDCC
1 Periapical Machine (Analog)
1 Panorol Machine (Digital)

ESDA

- ECI W
1 Periapical Machine (Analog)
- ECI E
2 Periapical Machine (Analog)
1 Panorol Machine (Analog)

~~3.21.6.2.5 In the event the Department desires to replace the current dental radiology system but decides not to accept the optional system proposed by the Contractor in its Technical and Financial Proposals, the Department may negotiate with the Contractor for a different dental radiology system.—~~

18. AMEND to ADD Section 3.21.7:

3.21.7 Damages for Failure to Timely Replace Equipment

3.21.7.1 If the Contractor fails to replace any equipment according to the provisions of Section 3.21.1. et seq., the Department will withhold the value of each piece of equipment that is not replaced from payments to the Contractor until such time that the Contractor replaces the equipment. The value of such equipment will be determined by the University of Maryland School of Dentistry for any dental related equipment. For non-dental related equipment (i.e. desks, chairs), the Department will determine the value of such equipment based upon the current catalog pricing published by Maryland Correctional Enterprises (MCE). In the event that a given piece of non-replaced equipment cannot be valued as appropriate by either

the University of Maryland School of Dentistry or MCE, the Contract Managers of both the Department and Contractor shall agree on three alternate sources of pricing and the average price for the non-replaced piece of equipment from these three alternate sources shall be the price used to value any non-replaced equipment. If mutual agreement cannot be reached between the Contract Managers of the Department and Contractor concerning the three alternate sources of pricing, the Department Contract Manager shall unilaterally decide the alternate sources for the pricing.

3.21.7.2 Liquidated Damages will be assessed in the amount of \$50 per month per piece of equipment not replaced by the Contractor as per the time frame specified in § 3.21.

3.21.7.3 If equipment specified for replacement as per § 3.21 has not been replaced by the end of the Contract, the Department will withhold the value of such equipment calculated as described in § 3.21.7.1 from the Contractor's final payment. The Department will also assess an additional amount of \$250 from the final invoice as Liquidated Damages for not replacing the equipment by the end of the Contract.

19. AMEND to ADD Section 3.21.8 Supplies:

3.21.8 Patient-related Supplies

3.21.8.1 In order for the Contractor to have sufficient Patient-related Supplies (See § 1.2.86 of this Amendment #9, Item 1) in the Statewide dental suites to properly perform this Contract, the Department will allow the Contractor to bill up to \$100,000 for reimbursement for Patient-related Supplies purchased between the Go-Live Date and up to 60 days afterwards to fully stock dental suites. No such reimbursement will be permitted for purchases of Administrative or Durable Dental Supplies (See §§ 1.2.83 and 84). Costs for Patient-related Supplies purchased more than 60 days after the Go-Live Date or that exceed the \$100,000 start-up allowance shall be borne by the Contractor. Reimbursement for such Patient-related Supplies will be at the Contractor's actual cost, without markup, and will be made in accordance with the provisions of § 3.3.9. The Contractor shall factor sufficient cost allowance into its price per Contract Period quoted on Financial Form F-2 to cover the costs of Patient-related Supplies exceeding \$100,000 purchased within 60 days after the Go-Live Date and all purchases made thereafter as are needed to maintain an adequate level of Patient-related Supplies as described below in this § 3.21.8.

3.21.8.2 After the 60 days described in § 3.21.8.1 during which the Contractor will fully stock dental suites with Patient-related Supplies, the Contractor and Department will inventory Patient-related Supplies and record the levels of inventory in each dental suite to establish the start of Contract appropriate base levels of such Patient-related

Supplies. The Contractor will then maintain this Patient-related Supplies inventory base level count consistently until the end of the Contract, unless otherwise approved in writing by the DPSC Contract Manager. The maintenance of the base level of Patient-related Supplies must be either with the exact same types of Patient-related Supplies or functionally equivalent Patient-related Supplies to account for changes over the course of the Contract in dental procedures and/or improvements in Patient-related Supplies or the types of such Supplies that are reasonably available.

3.21.8.2.1 No less than 10 and no more than 20 days before the end of the Contract, the Contractor, successor contractor, if any, and Department will re-inventory the Patient-related Supplies end of Contract levels in dental suites Statewide. Inventory levels must be at least 95% of the start of Contract base level of Patient-related Supplies as described in § 3.21.8.2 unless the DPSCS Contract Manager waives in writing some or all of any shortfall of inventory due to a determination that the base levels are no longer necessary, either because experience has demonstrated that the base levels were established too high, or because of changes in the usage or availability of such Supplies.

3.21.8.2.1.1 Unless the DPSCS Contract Manager has waived some or all of any shortfall as described in § 3.21.8.2.1, the failure of the Contractor to have this 95% inventory level of Patient-related Supplies at the end of the Contract will result in Liquidated Damages in the amount of the cost for an incoming Contractor to restock the remaining percentage of Patient-related Supplies inventory levels to 95% of the base levels as described in § 3.21.8.2 plus 5% of that cost; .e.g., if the end of Contract inventoried supply level is 90% of the start of Contract base level, and the DPSCS Contract Manager has not waived any of this shortfall, the Contractor will be assessed Liquidated Damages for the cost of the incoming Contractor to purchase 5% of the necessary Patient-related Supplies to increase the inventory level back to 95% plus 5% of this cost. If the incoming contractor spends \$50,000 to bring the Patient-related Supplies level up to the established base level, the Liquidated Damages will be \$52,500 [$\$50,000 + 5\%$ of \$50,000, or \$2,500]).

3.21.8.2.1.2 The Department shall hold, in escrow, \$50,000 from the final payment to the Contractor in order for supplies to be purchased to fulfill a 95% supply level.

20. AMEND Section 3.46 Contract Close-out to ADD 3.46.5:

3.46.5 Between 10 and 20 days before the end of the Contract, the Contractor shall conduct a Statewide Patient-related Supplies inventory with the Department and successor contractor, if any, to determine if a 95% statewide dental suite Patient-related Supplies level as described in Section 3.21.8 has been maintained, and if not, the degree of shortfall from this level.

21. AMEND Section 4.4.2 Tab D #6 [E] as follows:

E. As required by § 3.6.5, the minimum ~~and average~~ hourly pay rates for all On-site and Off-site Staff, including Staff of subcontractors working under the Contract, shall be included. In no instance may the minimum payment rate to any Staff be less than permitted under the State's Living Wage law as described in § 1.29 and Attachment K.

22. AMEND Section 4.4.2 Tab D #8 as follows:

Provide a written plan of active and ongoing recruitment and retention of personnel at all levels, including, as required by § 3.6.5, employee benefits and the minimum ~~and average~~ hourly rates or salaries expected to be paid by position, both of which (benefits and wages/salaries) must be the same regardless of whether the person filling each position will work for the Contractor or a subcontractor working under the contract. The positions for which minimum ~~and average~~ hourly rates or salaries must be provided shall be identified as entered in the staffing plan chart required by § 4.4.2 Tab D 6 that shall be prepared in the same format as Attachment N. In addition, any incentives and any other strategies for Staff recruitment and retention should be described. (See §§ 3.6 and 3.7).

23. AMEND Section 4.4.2, Tab K as follows:

TAB K. ~~OPTIONAL DIGITAL X-RAY EQUIPMENT REPLACEMENT AND DIGITALIZED CONVERSION SERVICES~~

- A. ~~In response to RFP § 3.21.6.2.3, the Offeror must describe in its technical response how it will implement the optional complete digital dental X-ray system. Such description shall include the specific type and number of machines, their capabilities and where they will be located. As described in Section 3.21.6.2.2, the Offeror is to describe how it will replace the analog X-ray equipment with digital X-ray equipment in each Contract Period as directed by the Dental Consultant per Sections 3.21.6.2.2 and 3.21.6.2.3~~

The technical response shall also describe:

1. The timeframe and milestones for ~~implementation~~ **replacement of analog X-ray equipment**, if such option is exercised by the Department;

2. As far as can reasonably be ascertained, whether the proposed system can be installed, made completely operational and function to its maximum capability within the existing Department provided infrastructure, to include space, electrical, air conditioning, and bandwidth requirements;
3. The Help Desk and on-going troubleshooting support that will be available, including the hours of the day, days of the week and duration after implementation of the support.
4. How its system will integrate with NextGen, including any configuration requirements, and the flexibility of the proposed system to integrate with any EHR that might replace NextGen; **and,**
5. The required implementation efforts/cooperation by the Department and/or Other Healthcare Contractors, to specifically include training requirements; **and,**
6. ~~Consistent with the requirements of §3.3.5, the percentage of the Offeror's quoted acquisition/implementation price to be paid based on milestones and acceptance.~~

NOTE: Do not provide any actual dollar prices in this technical response; simply percentages.

~~B. As an alternative to implementing a completely new statewide digital dental X-ray system including the replacement of the existing equipment listed in §3.21.6.2.4 as described in response to §A of this TAB K, Offerors are also to discuss the advantages and disadvantages of digitizing (converting) analog x-rays to digital format from both a performance/functionality and price basis. In contrasting the advantages and disadvantages of digitizing (converting) analog x-rays to digital format versus installing a complete new digital dental x-ray system, the analysis shall satisfy the requirements of §3.21.6.2.3 a-e, and include discussions of the same 6 issues listed in §A of this TAB K.~~

~~In discussing the price differences between the complete new system versus digitizing analog X-rays to digital format do not disclose any actual prices. Instead, provide approximate percentage differences between the two approaches. e.g., digitizing would be approximately 15% less expensive than a complete new system. However, actual price differences are to be provided in the Financial Proposal on form F-3 where indicated.~~

~~The Department reserves the right at its sole option to accept digitizing (converting) analog x-rays to digital format rather than implementing a complete new digital dental X-ray system.~~

24. AMEND to ADD Section **4.5.7.**

4.5.7 In addition to its quote for its Financial Proposal (F-3), Offerors are to provide backup documentation for the value of X-ray equipment to be replaced (as listed in Attachment CC).

25. AMEND to ADD Section **4.5.8. Financial Proposal: Pricing for Equipment (See § 1.2.85)**

4.5.8.1 For each Contract Period Offerors are to enter on the F-4 price form a Not-to-Exceed (NTE) amount they propose for the purchase of Equipment other than Equipment for which separate pricing already appears on a price form (X-ray equipment on F-3 and new JCI dental suite prices on F-4). The price of Equipment for each Contract Period, including General Equipment, X-ray Equipment and Equipment provided for the new JCI dental suite, should not be factored into the Contract Period price per month on F-2.

4.5.8.2 As described in §§ 3.3.4, 3.3.5 and 3.3.10, the Contractor will be paid for each type of Equipment as per its pricing on F-3 and F-4 upon the submission of proper invoices.

4.5.8.3 The provision of § 1.34 specifically do not apply to purchases of General or digital X-ray Equipment during the 4 & 5th Contract Periods.

26. AMEND Section 5.2 Technical Criteria #2 as follows:

2. Staffing of the Offeror, including subcontractors and specialists, including the number and type of personnel proposed, the skills and experience of such personnel, the proposed minimum ~~and average~~ salary or hourly payment rates, available personnel benefits and described approaches to recruit, retain and train such personnel. For Key and other high level personnel Offerors identifying specific individuals with resumes, references, etc. will receive more consideration, assuming the identified personnel are judged acceptable, than Offerors that do not identify specific personnel, but only describe desired characteristics of such personnel for recruitment purposes.

27. AMEND Financial Proposal (F-1 through F-5). Offeror's are to use this Revised Financial Form for submission of its Financial Quote. *Offeror's should pay close attention to F-1 Instructions as there are significant changes to the Financial Proposal Forms F-1 through F-5.*

28. AMEND Attachment A – Contract Section 5.1(A). Damages and Payments

5. Damages and Payments

5.1. Process.

(A) The Department may deduct liquidated damages as set forth in RFP Attachment P; however for ~~September 30, 2014~~ **ninety days after the Go Live Date**, the Department will not assess any of the liquidated damages described in Attachment P “Liquidated Damages (L.D.), Calculation Methodology” **except for the provisions of Minority Business Enterprise participation as outlined in RFP Section 1.19 and Attachment P and in Section 5.1 F, below.**

(F) This contract requires the Contractor to make good faith efforts to comply with the provisions of the Minority Business Enterprise (“MBE”) Program. 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 make good faith efforts to comply with the provisions of the MBE Program and MBE contract requirements. 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.

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 MBE 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.

- a. **Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B(3): \$156 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 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/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 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.

29. AMEND Attachment B – Bid/Proposal Affidavit. See new Attachment B - Bid/Proposal Affidavit attached with this Amendment #9.
30. AMEND Attachment N. See Newly Revised Attachment N Suggested Staffing Matrix.

31. AMEND Attachment P – Liquidated Damages Table to reflect the provisions described in Section 3.21.7 and Section 1.19.
32. AMEND to ADD Attachment CC – Radiation (X-ray) Machines, that contains the facility location, make, model, serial number and condition of current dental X-ray machines in a concise manner for reference .
33. AMEND to Correct Amendment #5, Item 3 Section 3.22.11.3 as follows:
- 3.22.11.3 In the event a medical complication develops due to the orthodontia, the need for Off-site care will be determined by referral to the Medical Contractor’s Utilization Management/Review process (See 1.2.80). Off-site care due to medical complications (~~not removal~~) **including removal of orthodontia, if deemed clinically appropriate as per Section 3.22.11.2.1** will be the responsibility of the Medical Contractor.
34. AMEND Section 3.1.1 as follows:
- 3.1.1 This dental care Contract is one component of the overall Inmate health services program within the Department. The Contractor shall provide Comprehensive Dental Services; **including necessary** Staff, equipment, **and supplies**, ~~except as excluded~~ **described** in **Section 3.21** §§ ~~3.21.1.1.1, 3.21.1.2.4, 3.21.2 and §3.21.5.3.1., and supplies (other than On-site medications)~~.
35. AMEND Section 3.3.4 as follows:
- 3.3.4.1 Upon Contract Commencement (See §1.4.1), 25% of the fixed price JCI Dental Suite listed on the Contractor’s Financial Proposal (~~Form F-2~~ **F-4**) may be invoiced.
- 3.3.4.2 As of the Go Live Date 50% of the fixed price JCI Dental Suite listed on the Contractor’s Financial Proposal (Form ~~F-2~~ **F-4**) may be invoiced.
- 3.3.4.3 Once the JCI dental suite is equipped and installed in accordance with the Contractor’s response to §4.4.2 Tab D. 11 D and fully operational in conformance with professional standards, the Contractor may invoice for the final 25% of the fixed price JCI Dental Suite listed on its Financial Proposal (Form ~~F-2~~ **F-4**).
36. AMEND Section 4.5 as follows:
- 4.5.1 Under separate sealed cover from the Technical Proposal and clearly identified with the same information noted on the Technical Proposal, the Offeror must submit an unbound original, six (6) copies, and 2 CDs containing an electronic version in Microsoft Word of the Financial Proposal. The Financial Proposal must contain all cost information in the format specified below and the Proposal Price Forms (F-2 **through F-5** and ~~F-3~~) must be submitted and completely filled in (no blanks or omissions).

4.5.3 Each Proposal Price Form (F-2 through F-5 and ~~F-3~~) is to be signed and dated by an individual who is authorized to bind the firm to the prices offered. Enter the title of the individual and the company name in the spaces provided.

Issued and authorized by

<signed>
Patti Tracey
Procurement Officer