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Deputy Secretary

**Amendment #2 to Request for Proposals (RFP)
DPSCS Inmate Mental Health Care Services
Solicitation No. Q001002014
January 19, 2012**

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. ADD NEW SECTION: **3.28.3.7 There will be times when an Inmate is released by the Courts or by Parole and Probation earlier than as contained on the Department's release schedule. Upon notice of such accelerated release the Contractor must update its release database in sufficient time to ensure that all required release activities are performed as of the release date. In the event an Inmate is released sooner than anticipated, the Contractor shall make all reasonable efforts to satisfy all requirements of this Section 3.28.3, within whatever advance notice timeframe is provided, whether that advance notice is 30 days, 1 week, or 24 hours.**
2. AMEND SECTION 3.22.5 ~~The Mental Health Provider~~ **Contractor** shall deliver mental health services in accordance with the schedule of services set forth below:
3. AMEND SECTION 3.23.5 ~~The Contractor~~ **Psychiatric Nurses** shall conduct weekly Special Confinement rounds to determine the mental health needs of Inmates placed in Special Confinement.
4. ADD NEW SECTION **1.36 Non-Compete Clause Prohibition**

Non-Compete Clause Prohibition

The Department seeks to maximize the retention of personnel working under this Contract whenever there is a transition of the Contract from one contractor to another so as to minimize disruption due to a change in contractor and maximize maintenance of institutional knowledge accumulated by such personnel.

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To help achieve this objective of staff retention, each Offeror shall agree that if awarded the Contract, the Offeror's employees and agents below the Statewide level (Statewide Mental Health Director, Statewide Director of Nursing or Contract Manager) working on the State contract shall be free to work for the contractor awarded the State contract notwithstanding any non-compete clauses to which the employee may be subject. The Offeror agrees not to enforce any non-compete restrictions against the State with regard to the Offeror's employees and agents below the Statewide level if a different vendor succeeds it in the performance of the Contract.

To evidence compliance with this Non-Compete clause prohibition each Offeror must include an affirmative statement in its technical proposal (See Section 4.4 D 20) that the Contractor agrees that its employees and agents below the Statewide level shall not be restricted from working with any successor contractor that is awarded the State contract.

In the event the Department determines that the Contractor or its agent has invoked a non-compete clause to discourage an employee below the Statewide level from agreeing to work for a successor contractor in violation of RFP requirements, the Department as liquidated damages shall deduct the equivalent of three month's salary for such employee from the final payment due the Contractor to compensate the Department for the value of lost Contract-specific knowledge. To ascertain the value of three month's salary the Department will use the hourly rate provided for the respective position in Attachment O of Contractor's technical proposal. (See last line entry on REVISED Attachment Q).

5. AMEND TO ADD SECTION 4.4 TAB D 20 as follows: **In conformance with the Non-Compete Clause Prohibition contained in Section 1.36, each Offeror is to certify in its Technical Proposal that it will not seek to prevent any of its employees and agents below the Statewide management level from obtaining employment with a successor contractor.**
6. AMEND ATTACHMENT Q – Liquidated Damages. See REVISED Attachment Q that includes Liquidated Damages for the Contractor invoking a Non-Compete Clause for its Staff below the Statewide management level.
7. AMEND DEFINITION 1.22-~~2~~.14 “COMAR” means the Code of Maryland Regulations (available at www.dsd.state.md.us). Note: It should be understood that any reference to Regulation or Statute is as amended.
8. AMEND KEY INFORMATION SHEET **Closing Date and Time: Tuesday January 31, Thursday February 9, 2012 at 2:00 PM (Local Time)**
9. 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, January 31, Thursday, February 9, 2012** in order to be considered. Two (2) copies of the electronic version on CD of the Technical Proposal in MS Word or Adobe PDF format must be enclosed with the original Technical Proposal. Two copies (2) of the 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).

Requests for extension of the closing date or time shall not be granted. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.02.10 and 21.05.03.02(F), proposals received by the Procurement Officer after the due date, ~~January 31~~ February 9, 2012 at 2:00 PM (local time) shall not be considered. Proposals may not be submitted by e-mail or facsimile. Proposals shall not be opened publicly.

10. Attachment X – Contract Compliance Checklist is included with this Amendment #2.

Issued and authorized by

<signed>
Patti Tracey
Procurement Officer