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**Amendment #5 to Request for Proposals (RFP)  
DPSCS Inmate Dental Services  
Solicitation No. Q0013030  
May 23, 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 Section 1.4. AS FOLLOWS:

1.4 Proposals Due (Closing) Date

An unbound original and six (6) bound **or unbound** copies of each proposal (technical and financial) shall be received by the Procurement Officer

2. AMEND Section 3.21.3.4 b

Dental X-ray equipment and peripherals, since this equipment may be replaced or updated as per the provisions of ~~§3.21.3.6.2~~ **§3.21.6.2.**

3. AMEND to create Section 3.22.11

**3.22.11 – Orthodontic Care**

**3.22.11.1 As per Attachment S – Medical Evaluations Manual Chapter 11, the Contractor shall not initiate or provide orthodontic (braces) placement/adjustments for any Inmate. This prohibition also applies to an Inmate admitted with on-going orthodontia needs as described in §3.22.11.2.**

**3.22.11.2 In the event an individual is admitted to a Departmental facility with on-going orthodontia needs, the Contractor shall if at all possible, administer preventive care as per the Medical Evaluations Manual - Chapter 11 within the confines of the facility.**

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**3.22.11.2.1 If it is clinically determined that the orthodontia should be removed the Contractor will refer the Inmate through the Medical Contractor's Utilization Management/Review process (See §1.2.80). If approved, the Inmate will be transported by the Department Off-site for the removal.**

**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) will be the responsibility of the Medical Contractor.**

4. AMEND to add to Section 3.3 Billing

**3.3.8 Affordable Health Care Act (AHCA) Billing**

**3.3.8.1 Title IX Section 9009 of the Affordable Health Care Act (AHCA) imposes an unspecified excise taxes and/or annual fee on medical device manufacturers and sales which may result in cost increases for many of the supplies and equipment that would be used in the performance of this Contract. As there is no way for an Offeror to predict what future costs to anticipate in its pricing, to accommodate the impact of the AHCA, the Department will reimburse the Contractor for the actual cost of excise taxes and/or annual fee imposed under the AHCA to the extent that these costs can be accurately calculated in terms of their impact on the Contract as described in §3.3.8.2.**

**3.3.8.2 The Contractor must provide copies of actual invoices from manufacturers or suppliers from which it purchased equipment or supplies for the performance of the services under this Contract with separately itemized detailing for the AHCA excise tax and/or annual fee.**

5. AMEND Section 3.41 to add:

The Contractor shall collect all bio-hazardous or toxic waste, including waste associated with dental x-rays and dental fillings, created by the operation of the Dental Services program by the Contractor and its sub-contractors, in accordance with Federal and State laws. **The bio-hazardous and/or toxic waste so collected shall be deposited into appropriate receptacles that will be provided by the Medical Contractor.** Removal of these wastes is the responsibility of the Medical Contractor. The Dental Contractor shall coordinate the **replacement of removed waste containers and/or removal of waste** with the Medical Contractor in accordance with OSHA policy.

6. AMEND Attachment N to Revised Attachment N – Suggested Staffing Matrix will include suggested staffing for Dorsey Run. (See reference of this in Question and Responses #2; item 12)

7. Amend Section 3.22.4 to update :

Jessup Service Delivery Area

MCIW – 2 Chairs

JCI – 2 Chairs

~~JRI~~ **JRH** – 3 Chairs

BCF – 1 Chair

MCIJ – 1 Chair

PATX – 1 Chair

Dorsey Run – 2 Chairs \* **This facility is expected to be operational prior to commencement of this contract.**

Western Service Delivery Area

WCI – 2 Chairs

NBCI – 2 Chairs \* **A 3<sup>rd</sup> chair is expected to be added and operational prior to commencement of this contract (See §3.21.6.3)**

MCIH – 2 Chairs

MCTC – 2 Chairs

RCI – 2 Chairs

8. AMEND to Add Section 3.21.6.3

**3.21.6.3 The Department intends to add a new dental suite with one chair in the segregation unit of NBCI prior to the commencement of this Contract. However, if for any reason this implementation does not occur prior to the Go Live Date, the Department reserves the right to have the Contractor install this dental suite similar the requirements for the new JCI suite described in 3.21.6.1. In such event, the Contractor shall charge the same prices as it quotes to charge for the JCI dental suite installation in its Financial Proposal F-2.**

Issued and authorized by

<signed>  
Patti Tracey  
Procurement Officer