

## Oral Health RFP Comments

**Question Number:** 1

**RFP Section Reference:** IV.C.1.

**RFP Page Number:** 32

**Question:** Clarify “practice dentistry” time requirements

**CCPE Response:** The practicing of dentistry in a shortage area has been clarified to mean “working in a dental health profession shortage area at least twenty-four (24) hours per week.”

**Did this necessitate a change in RFP?** Yes.

**Was change incorporated into RFP?** Yes.

**Question Number:** 2

**RFP Section Reference:** III.C.

**RFP Page Number:** 13

**Question:** In regards to the “matching funds requirement”, there is a requirement that “the bidder shall specify the source and amount of all matching funds and provide evidence that provide or other funds have been received by the bidder as matching funds for this contract.” Does this mean matching funds must be held in trust by the applicant or will pledges be counted as matching funds “received”?

**CCPE Response:** In short, matching funds can be held directly by the applicant as cash and/or be counted from pledges. In all instances, matching funds must conform with the oral health statute, the RFP, and the match memos (pledges must be legally enforceable etc.) sent out during fall 2015. Additional language from the match memos will be added to the “Matching Funds Requirement” section. The matching funds memos will also be listed as official addenda to the RFP.

**Did this necessitate a change in RFP?** Yes.

**Was change incorporated into RFP?** Yes.

**Question Number:** 3

**RFP Section Reference:** III.H.

**RFP Page Number:** 16

**Question:** The State reserves the right to award the contract jointly. Will the applicants receive funds equal to the four to one match or does this section allow the CCPE discretion in the award amount?

**CCPE Response:** In short, applicants generally will receive funds according to the match formula found in Neb. Rev. Stat. § 85-1414.01(7). The language in question is “[t]he State reserves the right to award the contract jointly between two or more potential Contractors, if such an arrangement is in the best interest of the State.” This language is in the context of the section titled “Cooperation with Other Contractors.” This section of the RFP concerns cooperation whereas other areas of statute and the RFP describe the award process. The use of “jointly” in this sentence simply means the award could be shared between two or more potential contractors.

This section does not allow the CCPE extra discretion in the award amount – it simply alerts contractors to the fact an award may also be made to another contractor and that the contractors must agree to cooperate with each other among other things.

Neb. Rev. Stat. § 85-1414.01(7) controls the award amount based on the bidder's matching amount submitted with their proposal. However, the CCPE does have the ability to disallow matching funds if they do not comply with statute, the RFP, or any other issued addenda. A result of disallowed match would necessarily reduce a bidder's award amount given the structure of the formula.

**Did this necessitate a change in RFP?** No.

**Was change incorporated into RFP?** N/A

**Question Number:** 4

**RFP Section Reference:** IV.A-D.

**RFP Page Number:** 32

**Question:** Is there a date certain for the applicant to begin performance or can the 10 year requirement begin upon expenditure of Oral Health and Training Funds?

**CCPE Response:** The ten (10) year performance period begins on the date of award ~~the contractor receives their one-time advance payment. The payment will occur within thirty (30) days of contract award issuance.~~ The date of award is the date the contract has been signed by both parties. Contract award issuance is tentatively scheduled in the "Schedule of Events" on page 9 of the RFP for February 1, 2017.

**Did this necessitate a change in RFP?** No.

**Was change incorporated into RFP?** N/A

**Question Number:** 5

**RFP Section Reference:** IV.C.2.

**RFP Page Number:** 32

**Question Part 1:** Deliverables include a proposal with at least 5 letters of intent with school districts or federally qualified health centers. Attached is a sample document. Will that suffice?

**CCPE Response:** This sample of a letter of intent (reproduced following this response) would suffice with the assumption this is a new relationship or affiliation and with the revision of "multi-year" to "multi-year agreement no shorter than ten (10) years." As this LOI does not outlay specifics of the relationship, the bidder must be sure to address the work plan component of the RFP found on page 32. On page 32, under Work Plan, the "proposal must contain a detailed description of costs and the activities to be conducted in order to provide the deliverables listed below. The proposal must also contain a timeline detailing the schedule of deliverables." This language applies to all the deliverables listed on page 32, including the discounted or charitable oral health services. This means details of the services you are proposing to provide, including but not limited to, projected number of residents served, projected type of services to be

provided, projected demographic areas to target etc. must be included with your proposal. This segues into how to treat a LOI when a charitable affiliation already exists.

**Question Part 2:** Also, if an applicant already provides charitable oral health services with a school district or FQHC, can the applicant memorialize those services in a LOI and count towards one of the five LOI's?

If an applicant/bidder already provides charitable oral health services with a school district or FQHC the LOI would have to differ from the sample provided. It is correct to say the applicant/bidder may memorialize those services already provided. However, the applicant/bidder must also generally identify in the LOI the additional oral health services, above and beyond those already being provided, which will be provided pursuant to the Oral Health Training and Services Fund. The bidder must then elaborate on the services to be provided in their work plan component of the proposal.

**Did this necessitate a change in RFP?** No.

**Was change incorporated into RFP?** N/A



Creighton  
UNIVERSITY  
School of Dentistry

Office of the Dean

2500 California Plaza  
Omaha, Nebraska 68178  
phone: 402.280.5061  
fax: 402.280.5005

LETTER OF INTENT

[Redacted]

This Letter of Intent confirms our mutual plan to develop an oral health program or project to provide discounted or charitable oral health services focusing on lower-income and at-risk populations in your community. Once an oral health program or project has been identified and mutually agreed to by both organizations, it is our intent is to jointly enter an Affiliation Agreement between Creighton University School of Dentistry [Redacted]

It is intended that this Affiliation Agreement will be a multi-year agreement that reflects the mutual understanding between us to provide dental education service opportunities for Creighton dental students at your facility. We each intend to obtain the appropriate approval by our Boards of Trustees, Executive Committees, or other required approvals, and to complete the planning process for a definitive Affiliation Agreement to be signed by us effective March 1, 2017.

This letter of intent does not constitute a binding or enforceable agreement between us, but merely reflects our desire to enter into an Affiliation Agreement. If this letter of intent reflects accurately our mutual understanding with regard to our plan to enter into an Affiliation Agreement between us, please sign and date in the space provided below and return this signed and dated letter to me, Dean Mark A. Latta, Creighton University School of Dentistry, 2500 California Plaza, Omaha, NE 68178.

[Redacted]

Sincerely,

Mark A. Latta, DMD, MS  
Dean

[Redacted]

**Question Number: 6**

**RFP Section Reference: IV.A.**

**RFP Page Number: 32**

**Question:** Clarify deliverables and new and/or existing services

**CCPE Response:** As you may remember, matching funds as described in match memoranda and in Section III.C., must be used to offer new and/or expanded oral health services to residents of Nebraska rather than supplanting a bidder's existing oral health services. This same standard applies to the deliverables listed in Section IV. This topic arises because it is possible for a contractor to use all of their contracted funds on equipment as allowed by statute. Accordingly, said contractor would have to use their own funds to provide the deliverables listed in Section IV. In this case, it would not be consistent with legislative intent for the contractor to plan to provide deliverables in the same manner and amount as prior to the RFP. If such were existing services were allowed to suffice as deliverables for this RFP, this RFP would be less effective in addressing the legislative findings in Neb. Rev. Stat. § 85-1414.01(1). Therefore, all deliverables even if not directly associated with contracted dollars, must be new and/or expanded oral health services. The new language is as follows:

**IV. PROJECT DESCRIPTION AND SCOPE OF WORK**

**A. SCOPE OF WORK**

It is the intent of this contract to provide for the development of a skilled and diverse workforce in the practice of dentistry and oral health in order to provide for the oral health of all residents of Nebraska, to assist in dispersing the workforce to address the disparities of the at-risk populations in the state, and to focus efforts in areas and demographic groups in which access to a skilled workforce in the practice of dentistry and oral health care is most needed. In order to accomplish these goals, it is necessary to contract with professional dental education institutions committed to addressing the critical oral health care needs of the residents of Nebraska.

Keeping in mind the legislative findings described in Neb. Rev. Stat. § 85-1414.01(1) et seq. and the goals stated above and mirrored in Neb. Rev. Stat. § 85-1414.01(2), all deliverables must be derived from a new venture or an expansion of existing services you have been providing even if your contracted funds are spent on allowable items such as equipment as described in Section III.GG. and in Neb. Rev. Stat. § 85-1414.01(6). Deliverables solely identified in a work plan as a continuation of preexisting services the contractors are already providing cannot accomplish the above-mentioned goals and address the legislative findings also mentioned above. Any deliverable not being created or started for this RFP, or not being expanded upon, may be found non-responsive to the RFP and may be excluded from award consideration.

**Did this necessitate a change in RFP? Yes.**

**Was change incorporated into RFP? Yes.**

**Question Number: 7**

**RFP Section Reference: II.J.**

**RFP Page Number: 11**

**Question:** Clarify mandatory requirements

**CCPE Response:** This section has been updated as follows:

The proposals will first be examined to determine if all mandatory requirements listed below have been addressed to warrant further evaluation. Proposals not meeting mandatory requirements ~~will~~ may be excluded from further evaluation. The mandatory requirement items are as follows:

1. Request For Proposal For Contractual Services form, signed in ink;
2. Work plan including letters of intent. See Section IV;
3. Matching funds requirement;
4. Certificate of Good Standing or Letter of Good Standing. See Section II. below;
5. Completed Section III Terms and Conditions;
6. Certificate of insurance coverage. See Section III.3.G; and
7. Form A Bidder Contact Sheet.

**Did this necessitate a change in RFP? Yes.**

**Was change incorporated into RFP? Yes.**

**Question Number: 8**

**RFP Section Reference: N/A**

**RFP Page Number: N/A**

**Question:** Is a joint RFP submission acceptable?

**CCPE Response:** In light of how the award process is structured, a joint (meaning two applicants/bidders submit one proposal) response to the RFP is prohibited. However, if both applicants each submit a proposal, collaboration between contractors is not prohibited.

If only one applicant submits a proposal, they may subcontract out parts of the deliverables pursuant to the RFP. See Section III. Contractor's Responsibility on the next page for more information. Also, if subcontracting, a number of conditions listed throughout the RFP apply.



**J. CONTRACTOR RESPONSIBILITY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the Request for Proposal, the Contractor's proposal, and the resulting contract. The Contractor shall be the sole point of contact regarding all contractual matters.

If the Contractor intends to utilize any Subcontractor's services, the Subcontractor's level of effort, tasks, and time allocation must be clearly defined in the Contractor's proposal. The Contractor shall agree that it will not utilize any Subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State. Following execution of the contract, the Contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract.

**Did this necessitate a change in RFP? No.  
 Was change incorporated into RFP? N/A**