

Coordinating Commission for Postsecondary Education (CCPE) 140 N. 8 <sup>th</sup> Street, Suite 300 Lincoln, Nebraska 68508  Telephone: (402) 471-2847 Fax: (402) 471-2886  Procurement Contact: Benjamin Civic (CCPE) Order Date: 02/01/2017	Vendor Number: 517230 Vendor Address: Creighton University School of Dentistry 2500 California Plaza Omaha, Nebraska 68178
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An award has been made to the vendor/contractor named above for the services as listed below for the period:

**FEBRUARY 1, 2017 THROUGH FEBRUARY 1, 2027**

This contract is for vendor/contractor to supply oral health care services to the residents of Nebraska as per the attached specifications for a ten (10) year period from date of award. The contract may not be renewed. This contract is not an exclusive contract to furnish the services shown below, and does not preclude the purchase of similar services from other sources.

The state reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor/contractor and the State of Nebraska.

The contract resulting from this Request for Proposal (87164 Z6) shall incorporate the following documents:

1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;
3. The Request for Proposal form and the Contractor's Proposal including Additional Documents as provided in response to Commission questions and clarifications after proposal opening, signed in ink;
4. Amendments to RFP and any Questions and Answers; and
5. The original RFP document and any Addenda.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Request for Proposal form and the Contractor's Proposal including Additional Documents as provided in response to Commission questions and clarifications after proposal opening, 4) Amendments to RFP and any Questions and Answers, 5) the original RFP document and any Addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Vendor contact: Dr. Mark Latta  
Fax: 402-280-5094

Phone: 402-280-5061  
E-Mail: mlatta@creighton.edu

### DELIVERABLES (REQUIRED)

1. Provide oral health training at a reduced fee to students in your dental education program who agree to practice dentistry for at least five years after graduation in a dental health profession shortage area as designated by the Nebraska Rural Health Advisory Commission (NRHAC hereinafter) pursuant to Neb. Rev. Stat. § 71-5665. Practicing dentistry means working in a dental health profession shortage area at least twenty-four (24) hours per week. The dental health profession shortage area includes the categories of "General Dentistry" and "Pediatric Dentistry & Oral Surgery" as identified on the Nebraska Rural Health Advisory Commission's "State Designated Shortage Areas – Oral & Allied Health" list.

See [http://dhhs.ne.gov/publichealth/RuralHealth/Documents/ORAL\\_PHARM\\_LISTING.pdf](http://dhhs.ne.gov/publichealth/RuralHealth/Documents/ORAL_PHARM_LISTING.pdf) for this list.

This list is scheduled to be revised on July 1, 2016 by the NRHAC and every three years thereafter. NRHAC's shortage list will not remove shortage areas between the three year revision period if those areas fall outside of the shortage definition. Per NRHAC, shortage areas will only be removed at the next revision date. However, shortage areas may be added to the shortage list within the revision period and during the next official revision. With these details in mind, once a student participant begins practicing in a shortage area this shortage area becomes grandfathered in if the next revision of the NRHAC shortage list removes that chosen area's shortage designation. Contractors may want to offer student participants the opportunity to choose their shortage area up to eighteen (18) months prior to graduation as planning is paramount to their success in a rural setting. If a student participant selects a shortage area designation up to eighteen months prior to graduation then that selection also becomes grandfathered in as a shortage area regardless of future revisions to the NRHAC listing.

2. Provide discounted or charitable oral health services for a minimum of ten years to residents of Nebraska with focus on lower-income and at-risk populations within the state. In addition, the bidder shall submit with proposal at least five letters of intent with school districts or federally qualified health centers as defined in section 1905(1)(2)(B) of the federal Social Security Act, 42 U.S.C. 1396d(1)(2)(B), as such act and section existed on January 1, 2010, in at least five different counties through the state to provide discounted or charitable oral health services for a minimum of ten years.

3. Provide oral health services to residents of Nebraska using telehealth as defined in Neb. Rev. Stat. § 71-8503.

Total Order: \$4,000,000.00

  
Dr. Michael Baumgartner  
CCPE Executive Director

2-1-17  
Date

ADDENDUM ONE to Contract Award  
Terms and Conditions  
Contract 75591 O4 Oral Health Services  
Between

The State of Nebraska (Coordinating Commission for Postsecondary Education) and Creighton University

Addendum One regarding Terms and Conditions of Contract 75591 O4 has been reviewed and agreed upon between Creighton University "Contractor" and the State of Nebraska "State". All Terms and Conditions as accepted in Contractor's Proposal shall remain as accepted, except for Section III. A. General as noted below. Section III. A. General is being updated to include Contractor responses to State questions and clarifications after the proposal opening date.

Contractor, in their Proposal, also rejected and provided an alternative to Section III. G. Insurance Requirement of the original Request for Proposal. It is the intent of this Addendum One to accept their provided alternative which reduces the medical payment limit covered under the Contractor's insurance policy to \$5,000 in addition to including the remainder of Section III. G. as part of this contract for Oral Health Services.

The Terms and Conditions Section III. A. and G. of this Addendum shall supersede, prevail and govern in the case of any inconsistencies with the Terms and Conditions indicated in Section III. A General and G. Insurance Requirements of the original Request for Proposal.

By signing this Addendum the Contractor guarantees compliance with the provisions stated herein, agrees to the terms and conditions agreed upon in the Contractor's Proposal and certifies Contractor maintains a drug free work place environment.

**A. GENERAL**

The contract resulting from this Request for Proposal shall incorporate the following documents:

1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;
3. The Request for Proposal form and the Contractor's Proposal including Additional Documents as provided in response to Commission questions and clarifications after proposal opening, signed in ink;
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Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Once proposals are opened they become the property of the State of Nebraska and will not be returned.

**G. INSURANCE REQUIREMENTS**

The Contractor shall not commence work under this contract until all the insurance required hereunder has been obtained and such insurance has been approved by the State. The Contractor shall maintain all required insurance for the life of this contract and shall ensure that the Commission has the most current certificate of insurance throughout the life of this contract. If Contractor will be utilizing any Subcontractors, the Contractor is responsible for obtaining the certificate(s) of insurance required herein under from any and all Subcontractor(s). The Contractor is also responsible for ensuring Subcontractor(s) maintain the insurance required until completion of the contract requirements. The Contractor shall not allow any Subcontractor to commence work on any subcontract until all similar insurance required of the Subcontractor has been obtained and approved by the Contractor. Approval of the insurance by the State shall not limit, relieve, or decrease the liability of the Contractor hereunder.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

Insurance coverages shall function independent of all other clauses in the contract, and in no instance shall the limits of recovery from the insurance be reduced below the limits required by this paragraph.

**1. WORKERS' COMPENSATION INSURANCE**

The Contractor shall take out and maintain during the life of the contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under the contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. This policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.

**2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE**

The Contractor shall take out and maintain during the life of the contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any Subcontractor performing work covered by the contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under the contract, whether such operation be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury and Contractual Liability coverage. The policy shall include the State, and others as required by the contract documents. This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned and Hired vehicles.

**3. INSURANCE COVERAGE AMOUNTS REQUIRED**

<b>COMMERCIAL GENERAL LIABILITY</b>	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Fire Damage	\$50,000 any one fire
Medical Payments	\$10,000 \$5,000 any one person
Damage to Rented Premises	\$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Contractors	Included
Abuse & Molestation	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
<b>WORKER'S COMPENSATION</b>	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
USL&H Endorsement	Statutory
Voluntary Compensation	Statutory
<b>COMMERCIAL AUTOMOBILE LIABILITY</b>	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
<b>UMBRELLA/EXCESS LIABILITY</b>	
Over Primary Insurance	\$5,000,000
<b>PROFESSIONAL LIABILITY</b>	
Professional liability (Medical Malpractice)	Limits consistent with Nebraska Medical Malpractice Cap
Qualification Under Nebraska Excess Fund	
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim, \$3,000,000 Aggregate
<b>SUBROGATION WAIVER</b>	
<i>"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."</i>	
<b>LIABILITY WAIVER</b>	
<i>"Commercial General Liability &amp; Commercial Automobile Liability policies shall be primary and any insurance or self-insurance carried by the State shall be considered excess and non-contributory."</i>	

**4. EVIDENCE OF COVERAGE**

The Contractor shall furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements to the attention of Benjamin Civic at 402-471-2886(fax) or:

Coordinating Commission for Postsecondary Education  
 140 N. 8<sup>th</sup> St, Suite 300  
 Lincoln, NE 68508

These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.


Notice of cancellation of any required insurance policy must be submitted to the Commission when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

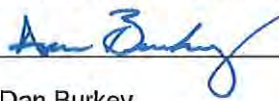
This Addendum and any attachments hereto will become part of the Contract. Except as set forth in this Addendum, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Addendum and the Contract or any earlier Addendum, the terms of this Addendum will prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of execution by both parties below.

State of Nebraska

Contractor: Creighton University

By: 

By: 

Name: Dr. Mike Baumgartner

Name: Dan Burkey

Title: Executive Director

Title: Senior Vice President for Operations

Date: 2-1-17

Date: 1/30/17

Coordinating Commission for  
Postsecondary Education  
Benjamin Civic  
140 N. 8th Street, Suite 300  
Lincoln, Nebraska 68505

December 30, 2016

Supplemental / Clarification Letter Regarding Request of Funds

Please receive this as a supplemental letter to clarify Creighton's request with the respect to the Request for Proposal for Contractual Services Solicitation Number 87164 Z6. In meeting the RFP deliverable requirements, and providing adequate match dollars, Creighton respectfully requests the maximum allowable award (\$8 million) under the Oral Health Training and Services Fund. It is understood, per statute, the award amount will be determined based upon the applicants and subsequent match dollars provided. While the Creighton proposal implicitly requests \$8 million based upon proof of \$35,913,015.70 million in match dollars, it is important to clarify the intent and proposal request.

Respectfully submitted on behalf of Creighton University,



Sean Kelley

Creighton  
UNIVERSITY  
School of Dentistry

Office of the Dean

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

Coordinating Commission for  
Postsecondary Education  
Benjamin Civic  
140 N. 8<sup>th</sup> Street, Suite 300  
Lincoln, Nebraska 68505

Mr. Civic and Coordinating Commission Staff,

On behalf of Creighton University, please find the enclosed Request for Proposal for Contractual Services Solicitation Number 87164 Z6. I sincerely thank you for your professionalism, availability, and expertise regarding your work on the Oral Health Training and Services Fund. Please do not hesitate to contact me with any questions or concerns.

Thanks,



Dr. Mark Latta



**BIDDER MUST COMPLETE THE FOLLOWING**

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions unless otherwise agreed to (see Section III) and certifies that bidder maintains a drug free work place environment.

DB (initial here) **NEBRASKA CONTRACTOR AFFIDAVIT:** Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this RFP.

FIRM: Creighton University

COMPLETE ADDRESS: 2500 California Plaza, Omaha, NE 68178

TELEPHONE NUMBER: 402-280-2131 FAX NUMBER: 402-280-2774

SIGNATURE:  DATE: 12/22/16

TYPED NAME & TITLE OF SIGNER: Dan Burkey, Senior Vice President for Operations

**Executive Summary – Creighton University School of Dentistry Work Plan**

As required in Request for Proposal (“RFP”) 87164 Z6, applicants must provide deliverables that are derived from a new venture or an expansion of existing services. Noted in Question 6 RFP Section Reference IV.A. Page 32, “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.” For convenience to the Coordinating Commission, below is a summary of current and expanded services. More detailed information is enclosed on Creighton University School of Dentistry’s work plan and new venture and expanded services.

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**On-Campus and Community Clinical Patient Care Through School Districts & FQHC’s**

Current on-campus clinical patient care and community clinical patient care through school districts & FQHC’s

12,000 annual patients for continuing dental care services on the Creighton University campus. More than 14,000 adult and children patient visits through partnerships with Omaha Public Schools, Charles Drew Health Center, and OneWorld Community Health Center.

Expanded on-campus clinical patient care and expanded school district/FQHC Community Care

In year one of the new school of dentistry building an additional 500 patients, expansion of 1000 patients in year two (13,000 total), expansion of 2000 patients in year three (14,000), and years four through ten an expansion of 3,000. Therefore, in years four through ten 15,000 patients will be served each year. The expansion of clinical care parallels the increase of enrollment beginning in August 2018. The expanded care increases incrementally with additional enrollment and will continue for a minimum of 10 years.

Creighton University School of Dentistry will begin expanding community oral health care in 2017 from current levels. In 2017, Creighton will expand oral health community care to other Federally Qualified Health Centers. Over a five-year period, Creighton estimates an additional 10,000 patients served. The current patient service level is 14,000 and at year five, the estimated patient

level will be 24,000. When fully realized (over the first five years of the new school of dentistry facility) the patients served at internal clinics and external services will increase from 26,000 to 39,000 patients annually. Expanded oral health training and services with Federally Qualified Health Centers will continue for a minimum of 10 years. Creighton will also expand with current partners, especially with Charles Drew Health Center and OneWorld Community Health Center located in Omaha.

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## **Rural Scholarships and Rural Workforce Development**

### Current Rural Scholarship and Rural Workforce Development

None.

### New and Expanded Rural Scholarship and Rural Workforce Development

Creighton School of Dentistry will be offering a rural health scholarship of \$100,000 per recipient (\$25,000 per year) throughout the course of his/her dental education so long as the recipient agrees to practice dentistry for at least five years after graduation in a dental health shortage area. There will be one scholarship per class, for a total of 34 scholarships over 10 years. Scholarships will begin in August 2018. Rural scholarships will continue for a minimum of 10 years.

Additionally, Creighton will place an emphasis on rural community oral health care to expose dental students to the possibility of a professional practice in a rural community.

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## **Tele-Dentistry**

### Current Tele-Dentistry

Currently, there is limited asynchronous tele-dentistry limited to telephone, email, and radiographs consultations primarily for pathology and radiology consultations.

### New and Expanded Tele-Dentistry

Per the requirements of the Oral Health Training and Services Proposal, Creighton University School of Dentistry will offer enhanced telehealth opportunities for oral health. The new facility will provide for expanded consultative services across pathology, radiology, periodontics, oral surgery with focus on dental implants, endodontics, and prosthodontics. Comprehensive complex diagnosis and treatment planning will be facilitated to all locations with internet access. Real-time synchronous consultative service will be available for patients and dentists in remote locations

using web-cam and intra-oral camera technology. In addition, live-patient evaluations on site in the new Omaha facility can be transmitted back to the referring dentist when feasible. Tele-dentistry will be live September 2018. The tele-dentistry infrastructure will also be available for on-line dental education connecting dental student preceptors in rural locations and for dental continuing education courses. Tele-dentistry services will continue for a minimum of 10 years.

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### **Private Funding Match**

Creighton University School of Dentistry has received \$35,913,015.70 in private funds for the new school of dentistry building. Creighton has received additional pledged support for the project. Of the private funds received, \$17,879,727.21 has been collected from donors. Creighton has secured \$18,033,288.49 in financing commitments for the school of dentistry building. The capital cost for the building is \$81,000,000. Those matching funds will lead to an oral health facility providing expanded oral health care, development of a skilled and diverse workforce, and tele-dentistry.

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## Creighton University Request for Proposal

### Request for Proposal (“RFP”) 87164 Z6

*Work Plan. Contain a detailed description of costs and the activities to be conducted to provide the deliverables (scholarships, 10 years of community/campus oral health care, and telehealth).*

Creighton University is dedicated to developing a skilled and diverse workforce in the practice of dentistry in Nebraska to provide for oral health of all Nebraskans. As public health research indicates and the Nebraska Legislature cited in Legislative Bill 661 (2015), there are significant oral health care and workforce challenges across Nebraska. As cited, a majority of the ninety-three counties of the State of Nebraska are general dentistry shortage areas as designated by the Nebraska Rural Health Advisory Commission and more than twenty percent of the ninety-three counties have no dentist; Eighty-two counties are shortage areas in pediatric dentistry as designated by the Nebraska Rural Health Advisory Commission; the uneven distribution of dentists in the State of Nebraska is a public health concern and twenty-four percent of the dentists in Nebraska are estimated to be planning to retire by 2017; and sixty percent of the children in the State of Nebraska experience dental disease by the time they are in the third grade<sup>1</sup>. Additionally, the shortage of dental workforce is a national problem and Health Resources and Services Administration (“HRSA”) projects a national shortage exceeding 15,000 dentists by 2025<sup>2</sup>. This public health concern has been recognized through Creighton’s private fundraising efforts to enhance oral health training and services with a new School of Dentistry building. The new

<sup>1</sup> Nebraska Legislature. Legislative Bill 661 (2015) available at <http://www.leg.ne.gov/FloorDocs/Current/PDF/Slip/LB661.pdf> accessed December 2016.

<sup>2</sup> National and State-Level Projections of Dentists and Dental Hygienists in the U.S., 2012-2025, February 2015 U.S. Department of Health and Human Services Health Resources and Services Administration Bureau of Health Workforce National Center for Health Workforce Analysis, available at <https://bhw.hrsa.gov/sites/default/files/bhw/nchwa/projections/nationalstatelevelprojectionsdentists.pdf> accessed December 2016.

Creighton School of Dentistry will expand oral health care training through additional enrollment, increase oral health clinical care onsite, expand community oral health care to five federally qualified health centers throughout the state, incentivize rural shortage dentistry through scholarships, and provide critical telehealth technology. The \$8 million requested would be used for patient centered equipment. The Oral Health Training and Services Fund is vital to the success of Creighton's commitment to incremental oral health care training and service in Nebraska. All other deliverables including rural scholarships, expanded onsite clinical care, community and greater Nebraska oral health care, and tele-dentistry will be funded from the general operating budget of the school of dentistry and supported from enrollment expansion tuition.

Creighton School of Dentistry is a Nebraska tax exempt and professionally accredited education institution that offers a doctor of dental surgery degree pursuant to Neb. Rev. Stat. §85-1414.01. The Creighton University School of Dentistry opened in 1905 and has operated in the current Boyne Building since 1975. The Boyne Building also houses the School of Pharmacy and Health Sciences. The building houses 340 dental students.

The dental profession has been ranked as one of the most desirable jobs by U.S. News and World Report<sup>3</sup>. Validating this ranking is the high volume of School of Dentistry applications. Creighton University School of Dentistry receives over 2,200 applications for the 85 available first-year positions.

Creighton has a record of matriculating Nebraska residents. While only 4% of the over 2,200 Creighton applicants are Nebraskans, Creighton enrolls on average 10-12% of each class from Nebraska. The results can be seen in the community, where Creighton dental alums comprise approximately 75% of all dentists in the greater Omaha area and 30% of all practicing dentists in Nebraska. Creighton is dedicated to continue these efforts to contribute to a skilled and diverse oral health workforce in Nebraska.

A vital and integral aspect of Creighton's dental education includes clinical experience and service within Nebraska communities. Over the 2014-15 academic year, more than 12,000 adult

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<sup>3</sup>U.S. News and World Report, *The Best Jobs of 2015*, Graves, Jada <http://money.usnews.com/money/careers/articles/2015/01/13/the-best-jobs-of-2015> accessed December 2016.

and pediatric patients received oral health services through more than 44,600 patient visits to the campus clinic. In addition to the on-campus clinic, Creighton School of Dentistry treated more than 14,000 adults and children through Creighton's service learning partners. The partners include, Omaha Public Schools, Building Healthy Futures, Give Kids a Smile, OneWorld Community Health Center, Charles Drew Health Center, Heart Ministry Center, Project Homeless Connect, Special Olympics, St. Francis Dental Clinic-Rosebud Reservation, and Institute for Latin American Concern. Together, these discounted and unreimbursed oral health services are valued at more than \$8 million annually.

Despite Creighton School of Dentistry's impressive academic, clinical workforce development, and service components, Creighton envisions an even greater impact. The Boyne Building is nearing its useful life as a School of Dentistry and oral health clinic. Creighton University leadership is committed to expanding their oral health services and increasing their number of dental students. As such, Creighton University officially announced the groundbreaking of a new dental facility on campus at 22<sup>nd</sup> and Burt Streets.

The new Creighton University School of Dentistry will open in the Fall of 2018. The total project cost of the Creighton University School of Dentistry project is \$81 million. The hard construction cost of the 267,000-square foot building is \$56.7 million. Included in the building cost is \$8 million for patient centered equipment related directly to the delivery of oral health care training and services. The private matching fund dollars are used for the construction and infrastructure to provide expanded oral health care training and expanded oral health care services. These funds will ensure a facility to accommodate increased enrollment and increased oral health services. The adult clinic will feature 138 operatories for adult patient care, six operatories for acute care treatment, two operatories dedicated to oral pathology, 10 operatories for oral and maxillofacial surgery, 13 operatories for faculty practice, a 32-seat simulation clinic, a 48-station student laboratory, 15 operatories for pediatric dentistry and orthodontics, and a 120 station pre-clinical training simulation laboratory. Creighton is pleased to report the Commission on Dental Accreditation ("CODA") approved without restrictions or reporting requirements the enrollment expansion. Please find the enclosed letter dated August 12, 2016.

With the help of the Oral Health Training and Services Grant, enrollment will increase from 85 students per class (340 total) to 115 students per class (460 total). The expanded enrollment will lead to an increased number of inpatient clinical chairs from 155 to 188. Moreover, the Creighton onsite clinical patients served will be expanded incrementally from 12,000 to approximately 15,000 (in year four). The new facility will encompass 267,000 square feet with more than 33% of the building dedicated to oral health clinics. The enlarged clinics and increased enrollment will provide an expansion of existing services, develop a skilled and diverse workforce, and specifically target at-risk populations.

Per statute, Creighton would spend Oral Health and Training Services Grant dollars on expanding the operatory equipment noted above and replicating Creighton's successful programming to new partnerships. Beginning in 2017, Creighton will expand current oral health services to other Federally Qualified Health Centers. The FQHC's served will be located in at least in five different Nebraska counties. The FQHC's include Good Neighbor Health Center in Platte County, Heartland Health Center in Hall County, Good Neighbor Health Center in Dodge County, Community Action Partnership of Nebraska Health Center in Scotts Bluff County, and Community Action Partnership of Nebraska Health Center in Dawes County. The goal is to work with local public health providers to target the projects with the most impact on oral health. Creighton will provide oral health care services to an additional 10,000 patients by year four through FQHC collaboration. This oral health program will focus on at-risk populations and encompass a maximum 175 dental students for an estimated 20,000 visits. Through our service learning partners, we anticipate this project will not only provide much needed oral health care, but also add to the development of skilled and diverse workforce. Moreover, oral health training in rural areas of Nebraska will provide positive exposure for dental students in the underserved areas of Nebraska. Creighton estimates the total cost of the of rural outreach to be \$570,000 dollars when the program is at capacity. All programming will be funded from the schools general operating fund from the enrollment expansion. In addition, the overall scholarship cost will be \$850,000 over the course of the performance period (number will increase because of inflation). Currently, the annual Creighton University School of Dentistry tuition is approximately \$57,000. In total, when fully implemented, Creighton will provide \$10.1 million in discounted and



unreimbursed care to Nebraskans. At capacity, the expanded community outreach will add over \$2 million per year in incremental care. The additional programming will be a valued asset in providing the highest quality, quantity, and efficient services to other at-risk populations

Also of note is the impact Creighton School of Dentistry's pilot programs have had in the community. In 2014, Creighton and Building Healthy Futures piloted an oral health program with Omaha Public Schools. A snapshot of this program from January – May 2014, resulted in 1357 fluoride varnish and dental screening and 2444 children received oral health education. Of the children treated, 34% had untreated decay. Creighton University School of Dentistry is excited to continue this program in the Omaha area and intends to continue this programming while expanding other oral health service and training opportunities.

To reduce the education cost for students and place more dentists in shortage and rural areas, Creighton will offer one scholarship per class; providing a maximum of four scholarships at any given time for a total of 34 scholarships during the performance period. The student(s) receiving the scholarship will be required to practice in a shortage area as defined by the Nebraska Rural Health Advisory Commission ("NRHAC"), for a minimum of five years. Please find the scholarship agreement attached.

Finally, and the most technologically advanced aspect of Creighton's work plan, is telehealth through tele-dentistry. Per Neb. Rev. Stat. § 71-8503:

(3) telehealth means the use of medical information electronically exchanged from one site to another, whether synchronously or asynchronously, to aid a health care practitioner in the diagnosis or treatment of a patient. Telehealth includes services originating from a patient's home or any other location where such patient is located, asynchronous services involving the acquisition and storage of medical information at one site that is then forwarded to or retrieved by a health care practitioner at another site for medical evaluation, and telemonitoring; (4) Telehealth consultation means any contact between a patient and a health care practitioner relating to the health care diagnosis or treatment of such patient through telehealth;

Creighton will embrace this new technology and expand on the existing use of tele-dentistry in the current Boyne Building. Current tele-dentistry services are asynchronous tele-dentistry limited to telephone, email, and radiographs consultations primarily for pathology and radiology consultations. The technological capabilities in the new building will allow for an expanded tele-dentistry footprint capable of embracing exciting opportunities for remote segments of Nebraska that can best benefit from this service. The new facility will provide for expanded consultative services across pathology, radiology, periodontics, oral surgery with focus on dental implants, endodontics, and prosthodontics. Comprehensive complex diagnosis and treatment planning will be facilitated to all locations with internet access. Real-time synchronous consultative service will be available for patients and dentists in remote locations using web-cam and intra-oral camera technology. In addition, live-patient evaluations on site in the new facility in Omaha can be transmitted back to the referring dentist when that is feasible for the patient. Tele-dentistry will be live August 2018. The tele-dentistry infrastructure will also be available for on-line dental education connecting dental student preceptors in rural locations and for dental continuing education courses.

Because of the Oral Health Training and Services Fund, Creighton will increase its development of a skilled and diverse dental workforce, disperse workforce to at-risk Nebraska areas, provide oral health care to those who would otherwise not receive care, and develop a tele-health network allowing access to oral health expertise in remote areas of Nebraska.

### Timeline of Events

Incremental on-campus clinic oral health care – September 2018

Incremental workforce development with expanded enrollment – September 2018

Rural scholarship recipient enrolled – September 2018

Community oral health care with FQHC's – Affiliation Agreement – March 2017. Begin incremental care Summer 2017.

Expanded tele-dentistry services –September 2018

### Construction Timeline

Begin construction – September 2016

Substantial building completion construction – February 2018

Equipment purchase and installation – January 2017 – June 2018

Staff move-in/training – July 2018

Semester begins – September 2018

**Community Clinical Patient Care and Oral Health Training**

Overall goal: to develop a skilled and diverse workforce in the practice of dentistry to provide for the oral health care for the residents of Nebraska.

Creighton University School of Dentistry will provide community clinical patient care. The care will be primary general dentistry oral health services. Among other services offered, services will include preventive health services, dental health education, diagnostic services, and dental disease control services. These services will be applied to the locations listed below along with the frequency of care and number of patients served. Creighton’s current clinical oral health care has improved many Nebraskan’s oral and overall health, the expansion of clinical service will improve the health of thousands of Nebraskans.

**Rural Nebraska Oral Health Projects**

Projects	Local Partner(s)	County	Frequency
Extramural dental student rotations at rural dental clinics	Heartland Community Health Center Good Neighbor Community Health Center	Hall Platte	At least 1-2 dental students/week @ sites once programs are established
	CAPWN Community Health Center Fremont Community Health Center Chadron Community Health Center	Scottsbluff Dodge Dawes	
Elementary school-based dental sealant Programs	Heartland Community Health Center Chadron Community Health Center Fremont Community Health Center Public Health Solutions Health Department	Hall Dawes Dodge Jefferson	At least 1 school-based program per year initially
Teledentistry consultations	Fremont Clinic Public Health Solutions Health Department	Hall Jefferson	3-10 learning procedures year initially

**Rural Nebraska Oral Health Program Organization**

	Year 1	Year 2	Year 3	Year 4	Year 5
# of patients receiving dental care	2,000	4,000	6,000	10,000	10,000
# of dental procedures provided	To be reported (TBR)	TBR	TBR	TBR	TBR
# of dental students trained in rural NE annually	35	75	125	150	175

**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

November 29, 2016

Ms. Margo Hartman  
Chief Executive Officer  
CAPWN Health Center  
221 Chadron Avenue  
Chadron, NE 69337

Dear Ms. Hartman:

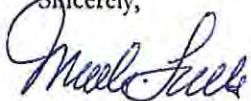
This Letter of Intent confirms our mutual plan to develop an oral health program or project to provide discounted or charitable oral health services focusing on lower-income and at-risk populations in your community. Once an oral health program or project has been identified and mutually agreed to by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

It is intended that this Affiliation Agreement will be a multi-year agreement no shorter than ten (10) years 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 regarding 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.

Should you have any questions, please contact me or Dr. Kimberly McFarland. Thank you for your anticipated prompt response.

Sincerely,



Mark A. Latta, DMD, MS  
Dean

By: Margo Hartman  
Margo Hartman, Chief Executive Officer  
CAPWN Health Center

Dated: 12/5/16

Office of the Dean

**Creighton**  
**UNIVERSITY**  
**School of Dentistry**

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

LETTER OF INTENT

November 29, 2016

Ms. Rebecca J. Rayman  
Executive Director  
Good Neighbor Health Clinic  
2282 East 32<sup>nd</sup> Avenue  
Columbus, NE 68601-7233

Dear Ms. Rayman:

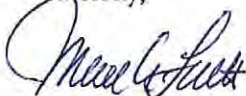
This Letter of Intent confirms our mutual plan to develop an oral health program or project to provide discounted or charitable oral health services focusing on lower-income and at-risk populations in your community. Once an oral health program or project has been identified and mutually agreed to by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

It is intended that this Affiliation Agreement will be a multi-year agreement no shorter than ten (10) years 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.

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Should you have any questions, please contact me or Dr. Kimberly McFarland. Thank you for your anticipated prompt response.

Sincerely,



Mark A. Latta, DMD, MS  
Dean



By: Rebecca J. Rayman, Executive Director  
Good Neighbor Health Clinic

Dated: 12/05/2016

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

November 29, 2016

Ms. Rebecca J. Rayman  
Executive Director  
Good Neighbor Fremont Dental Clinic  
2400 N Lincoln  
Fremont, NE 68025

Dear Ms. Rayman:


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 and your organization, Good Neighbor Fremont Dental Clinic.

It is intended that this Affiliation Agreement will be a multi-year agreement no shorter than ten (10) years 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.

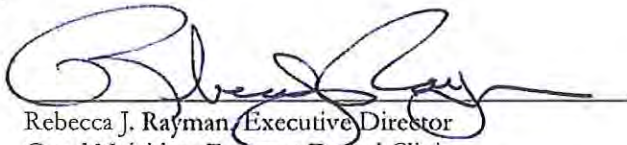
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Should you have any questions, please contact me or Dr. Kimberly McFarland. Thank you for your anticipated prompt response.

Sincerely,



Mark A. Latta, DMD, MS  
Dean



By: Rebecca J. Rayman, Executive Director  
Good Neighbor Fremont Dental Clinic

Dated: 12/05/2016

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

November 29, 2016

Ms. Margo Hartman  
Chief Executive Officer  
CAPWN Health Center  
975 Crescent Drive  
Gering, NE 68341

Dear Ms. Hartman:

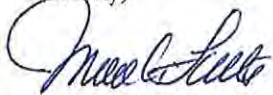
This Letter of Intent confirms our mutual plan to develop an oral health program or project to provide discounted or charitable oral health services focusing on lower-income and at-risk populations in your community. Once an oral health program or project has been identified and mutually agreed to by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

It is intended that this Affiliation Agreement will be a multi-year agreement no shorter than ten (10) years 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.

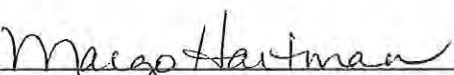
This letter of intent does not constitute a binding or enforceable agreement between us, but merely reflects our desire to enter into an Affiliation Agreement. If this letter of intent reflects accurately our mutual understanding regarding our plan to enter into an Affiliation Agreement between us, please 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.

Should you have any questions, please contact me or Dr. Kimberly McFarland. Thank you for your anticipated prompt response.

Sincerely,



Mark A. Latta, DMD, MS  
Dean

By:   
Margo Hartman, Chief Executive Officer  
CAPWN Health Center

Dated: 12/5/16



Office of the Dean

**Creighton**  
**UNIVERSITY**  
**School of Dentistry**

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

November 29, 2016

Ms. Jennifer Genua-McDaniel  
Interim Chief Executive Officer  
Heartland Health Center  
3327 West Capitol Avenue  
Grand Island, NE 68803-1334

Dear Ms. Genua-McDaniel:

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 and your organization, Heartland Health Center.

It is intended that this Affiliation Agreement will be a multi-year agreement no shorter than ten (10) years 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 regarding 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.

Should you have any questions, please contact me or Dr. Kimberly McFarland. Thank you for your anticipated prompt response.

Sincerely,



Mark A. Latta, DMD, MS  
Dean



By: \_\_\_\_\_  
Jennifer Genua-McDaniel  
Heartland Health Center

Dated: 12/8/16

## ORAL HEALTH TRAINING REPAYMENT AGREEMENT

\$100,000

Beginning Date

WHEREAS, ("Student") desires to obtain education in dentistry (the "Training") at Creighton University, School of Dentistry ("Creighton") beginning Date of Matriculation and ending Date of Matriculation; and

WHEREAS, Creighton, in furtherance of its mission, desires to encourage and support the development of dentists practicing in a dental health professional shortage area in the State of Nebraska, as designed by the Nebraska Rural Health Advisory Commission Resources ("NRHAC"); and

WHEREAS, Student is willing to and interested in practicing in a NRHAC; and

WHEREAS, it will benefit both Student and Creighton University ("Creighton") for Student to obtain his/her education and license and to practice full time a NRHAC.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Student shall obtain the Oral Health Training over a period of time commencing upon [Insert Date of Matriculation] and ending upon [Date of Graduation] ("Training Period").
2. During the Training Period, Creighton will provide Student with tuition credits which the parties agree is worth approximately One Hundred Thousand Dollars (\$100,000) from [Date of Matriculation] and ending upon [Date of Graduation] ("Training Costs").
3. Student agrees to engage in the full time practice of dentistry in an NRHAC for sixty (60) consecutive months beginning upon successful completion of four years' oral health training ("Graduation"). If Student fails to remain a full time practicing dentist in a NRHAC for the full sixty months following Graduation for any reason other than death or disability, the parties agree that Creighton will suffer damages in that Creighton will have incurred the Training Costs on behalf of Student in good faith reliance on Student practicing as a dentist full time in an NRHAC. The amounts set out below represent a reasonable estimate of the damages Creighton will suffer as a result of Student's early departure, and **Student promises to pay to the order of Creighton the amount set out in the schedule below:**

If Student does not practice as a full time dentist in an NRHAC any time in year one following Graduation, s/he will pay Creighton \$100,000, plus all accrued interest thereon;

If Student does not practice as a full time dentist in an NRHAC any time in year two following Graduation, s/he will pay Creighton \$80,000, plus all accrued interest thereon;

If Student does not practice as a full time dentist in an NRHAC any time in year three following Graduation, s/he will pay Creighton \$60,000, plus all accrued interest thereon;

If Student does not practice as a full time dentist in an NRHAC any time in year four following Graduation, s/he will pay Creighton \$40,000, plus all accrued interest thereon.

If Student does not practice as a full time dentist in an NRHAC any time in year five following Graduation, s/he will pay Creighton \$20,000, plus all accrued interest thereon.

4. During each of the five years following Graduation, the forgiven portion of these funds plus interest of [need to insert current market rate at time contract is signed]% on this amount will be reported as income to Student

on the appropriate federal income tax form. A copy of the forgiveness amortization schedule is attached as Exhibit A and made a part of this Agreement.

5. Should Student not graduate from Creighton with a degree in Dentistry by year four, Student shall owe to Creighton the Oral Health Training Costs incurred up to the date of Student's withdrawal or dismissal from Creighton's School of Dentistry.
6. This Agreement shall in no way be construed as an offer or guarantee of admission to Creighton's School of Dentistry nor a guarantee of graduation from Creighton's School of Dentistry.
7. Student, for her/himself, her/his heirs, legal representatives, successors, and assigns, hereby waives presentment, demand, protest, notice of dishonor, and any other notices provided by law, and waives any right to be released by reason of any extension of time or change in payment.
8. Student agrees to pay immediately upon demand, in cash, all costs and expenses of Creighton including reasonable attorneys' fees incurred in collecting the sums due hereunder, in enforcing any terms or provisions of this Agreement, or in protecting the rights of Creighton University hereunder. No delay or omission on the part of Creighton hereof in exercising any right hereunder shall operate as a waiver of such right or of any other right under this Agreement.
9. This Agreement shall be interpreted, construed, and enforced according to the laws of the State of Nebraska.
10. Student does not intend to pay nor does Creighton University intend to charge, accept or collect any interest greater than the highest legal rate of interest that may be charged under applicable law. Should the acceleration of this Agreement or any charges violate any such usury law, Creighton shall waive any and all such excess interest charges.
11. Repayment amounts are payable in lawful money of the United States. Payment shall be made to Creighton University, c/o Administrator, School of Dentistry, 2500 California Plaza, Omaha, Nebraska 68178, or to such other place as Creighton may designate in writing from time to time.

The parties have entered into this Agreement as of the date first above written.

**For Creighton:**

Creighton University, a Nebraska nonprofit corporation

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: Mark A. Latta, D.M.D., M.S.

Title: Dean, School of Dentistry

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: Jessica Graner

Title: Vice Provost for Academic Finance

**For Student:**

I have read the provisions of this Agreement. I promise to pay to the order of Creighton University the repayment amounts described in the Agreement, if the events described in paragraphs 3 occur.

---

[insert address]

[Attach Training Repayment Schedule]



Commission on Dental Accreditation

August 12, 2016

Rev. Daniel S. Hendrickson, president  
Creighton University  
2500 California Plaza  
Omaha, NE 68178

RE: Creighton University School of Dentistry  
Dental Education Program

Dear Father Hendrickson:

At its August 4, 2016 meeting, the Commission on Dental Accreditation (CODA) considered the June 2016 report requesting a *permanent* increase in enrollment of 30 students per class for the dental education program, as part of a change to a new School of Dentistry building. After careful review of all pertinent information, the Commission adopted a resolution approving the program's changes and maintaining the program's accreditation status of "approval without reporting requirements." The definitions of accreditation classifications are enclosed.

In doing so, the Commission noted that sites where educational activity occurs may be involved in the implementation of the enrollment increase. In accordance with Commission policy, "minor" activity sites are reportable in writing at least thirty (30) days prior to the anticipated implementation of the change, based upon the individual points of the complementary guidelines.

#### **General Information**

In taking this action, the Commission stipulated that it will expect the institution to keep the Commission informed as soon as possible of anticipated changes in any approved educational program offered, particularly in the areas of administration, enrollment, faculty, facilities and curriculum. The Commission's policy and guidelines for reporting program changes are enclosed.

The Commission on Dental Accreditation monitors increases in enrollment. The purpose for monitoring increases in enrollment through review of existing and projected program resources (faculty, patient availability, and variety of procedures, physical/clinical facilities, and allied support services) is to ensure that program resources exist to support the intended enrollment increase. Failure to comply with the policy will jeopardize the program's accreditation status. Commission guidelines for reporting increases in enrollment are enclosed.

All institutions offering programs accredited by the Commission are expected to adhere to deadlines for requests for program information. If an institution fails to comply with the Commission's request, or a prescribed deadline, it will be assumed that the institution no longer wishes to participate in the accreditation program. In this event, the Commission will immediately notify the chief executive officer of the institution of its intent to withdraw the accreditation of the program at its next scheduled meeting.

Rev. Daniel S. Hendrickson, president

August 12, 2016

Page 2

*Institutions/Programs are expected to follow Commission policy and procedure on privacy and data security related to compliance with the Health Insurance Portability and Accountability Act (HIPAA). The Commission's statement on HIPAA, as well as the Privacy and Data Security Summary for Institutions/Programs (PDF), are found in the Policies/Guidelines section of the Commission's website at <http://www.ada.org/en/coda/policies-and-guidelines/hipaa/>. Programs that fail to comply with CODA's policy will be assessed a penalty fee of \$1000.*

The Commission has authorized use of the following statement by institutions or programs that wish to announce their programmatic accreditation by the Commission. Programs that wish to advertise the specific programmatic accreditation status granted by the Commission may include that information as indicated in italics below (see text inside square brackets); that portion of the statement is optional but, if used, must be complete and current.

The program in dental education is accredited by the Commission on Dental Accreditation [*and has been granted the accreditation status of "approval without reporting requirements"*]. The Commission is a specialized accrediting body recognized by the United States Department of Education. The Commission on Dental Accreditation can be contacted at (312) 440-4653 or at 211 East Chicago Avenue, Chicago, IL 60611. The Commission's web address is: <http://www.ada.org/en/coda>.

If this office can be of assistance to you or members of your staff, please contact me at (800) 621-8099, extension 2721 or by email, at [horanc@ada.org](mailto:horanc@ada.org).

Sincerely,



**Catherine A. Horan, PhD** [horanc@ada.org](mailto:horanc@ada.org)

Manager, Predoctoral Dental Education  
Commission on Dental Accreditation

CAH:mgh

Enclosure: Enrollment Guidelines  
Guidelines for Reporting Program Changes in Accredited Programs (revised 8/16)  
Electronic Submission of General Correspondence

cc: Dr. Mark A. Latta, dean, School of Dentistry  
Mr. Herman Bounds, Jr., director, Accreditation Division, U.S. Department of Education  
(via CODA website)  
State Boards of Dentistry (via CODA website)  
Institutional Accreditors (via CODA website)

Rev. Daniel S. Hendrickson, president  
August 12, 2016  
Page 3

Dr. Karen West, chair, CODA  
Dr. Sherin Tooks, director, CODA

# Affidavit

Before me the undersigned authority, on this day personally appeared the undersigned, Dan Burkey, (Affiant) who being duly sworn upon his oath states:

That I am the Senior Vice President for Operations at Creighton University, 2500 California Plaza, Omaha, Nebraska, 68178, and as such I am responsible for the operations of Creighton University and oversee the financials of Creighton University including Capital Projects.

That the Creighton University Board of Trustees has authorized the construction of a new oral health training and services dental facility to be located on the corner of 22<sup>nd</sup> and Burt Streets in Omaha, Nebraska and that in September 2016 the University officially commenced construction of the facility. The Creighton University School of Dentistry will expand enrollment and will provide for enhanced oral health training and services in the State of Nebraska.

That Creighton University has received payments toward fulfillment of philanthropic pledges for the construction of the oral health training and services facility in the amount of \$17,879,727.21. In addition, Creighton University has secured a loan commitment of \$18,033,288.49. These private funds are also committed to the Creighton University School of Dentistry. Therefore, Creighton University has secured \$35,913,015.70 in private funds for match in accordance with Request For Proposal 87164 Z6.

That Creighton University does not operationally distinguish and separate specific capital projects in different bank accounts and the attached Exhibit "A" and Exhibit "B" represent the true and accurate amount of private cash on hand raised and loaned to enhance the oral health training and services at the Creighton University School of Dentistry.

Dated this 22 day of December, 2016



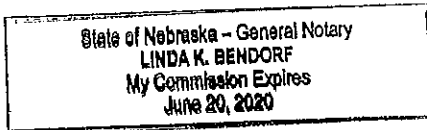
*Dan Burkey*  
Signature of Affiant

---

State of Nebraska  
County of Douglas

Subscribed and sworn to, or affirmed, before me on this 22 day of December 2016,  
by Affiant, Dan Burkey.

*Linda K. Bendorf*  
Signature of Notary Public



Seal:

---





**Previous Day  
Summary and Detail**

CREIGHTON UNIVERSITY

SinglePoint

Reported Activity as of 11/30/2016

Printed on 12/01/2016 at 4:40 PM CST

**Bank Name**

Account Number

Account Name

Ledger Balance

Collected + 1 Day

Opening Collected

One Day Float

2 Day Float

3 Day + Float

MTD Avg Collected

MTD Avg Neg Collected

Total Credits

Number of Credits

Total Debits

Number of Debits

**US Bank Missouri**

[REDACTED]

CREIGHTON DENTAL QALICB INC DIS

\$18,033,288.49

\$18,033,288.49

\$18,033,288.49

\$0.00

\$0.00

\$0.00

\$18,033,288.46

\$0.00

\$0.00

0

\$0.00

0

-- No Details to Report --

**Previous Day  
Summary and Detail**

CREIGHTON UNIVERSITY

SinglePoint

Reported Activity as of 11/30/2016

Printed on 12/01/2016 at 4:40 PM CST



**Bank Name**

Account Number

Account Name

Ledger Balance

Collected + 1 Day

Opening Collected

One Day Float

2 Day Float

3 Day + Float

MTD Avg Collected

MTD Avg Neg Collected

Total Credits

Number of Credits

Total Debits

Number of Debits

**US Bank Missouri**

152317581220 USD

CREIGHTON DENTAL QALICB INC DIS

\$18,033,288.49

\$18,033,288.49

\$18,033,288.49

\$0.00

\$0.00

\$0.00

\$18,033,288.46

\$0.00

\$0.00

0

\$0.00

0

-- No Details to Report --

# STATE OF NEBRASKA

United States of America, } ss.  
State of Nebraska }

Secretary of State  
State Capitol  
Lincoln, Nebraska

I, John A. Gale, Secretary of State of the  
State of Nebraska, do hereby certify that

## CREIGHTON UNIVERSITY

**incorporated on March 3, 1960 and is duly incorporated under the law of  
Nebraska;**

**that all fees, taxes, and penalties owed to Nebraska wherein payment is  
reflected in the records of the Secretary of State and to which nonpayment  
affects the good standing of the corporation have been paid;**

**that its most recent biennial report required by section 21-19,172 has been  
delivered to the Secretary of State;**

**that Articles of Dissolution have not been filed.**

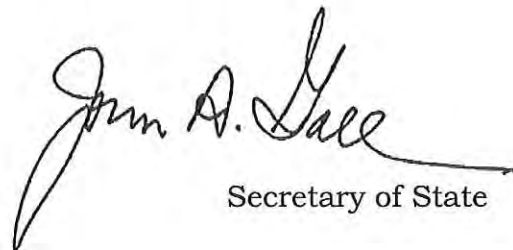
*This certificate is not to be construed as an endorsement,  
recommendation, or notice of approval of the entity's financial  
condition or business activities and practices.*

In Testimony Whereof,



I have hereunto set my hand and  
affixed the Great Seal of the  
State of Nebraska on this date of

**September 6, 2016**

  
Secretary of State

5. Suspension of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

### III. TERMS AND CONDITIONS

By signing the "Request for Proposal for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the Terms and Conditions unless otherwise agreed to and certifies bidder maintains a drug free work place environment.

Bidders are expected to closely read the Terms and Conditions and provide a binding signature of intent to comply with the Terms and Conditions; provided, however, a bidder may indicate any exceptions to the Terms and Conditions by (1) clearly identifying the term or condition by subsection, and (2) including an explanation for the bidder's inability to comply with such term or condition which includes a statement recommending terms and conditions the bidder would find acceptable. Rejection in whole or in part of the Terms and Conditions may be cause for rejection of a bidder's proposal. **Bidders must include completed Section III with their proposal response.**

Any Bidder customer agreement, terms and conditions, user agreement, or other document or clauses offered or purported to be included as a part of this RFP must be acknowledged and accepted in writing by the State and if in conflict with the RFP shall be subordinate to the RFP.

The State of Nebraska is soliciting proposals in response to the RFP. The State of Nebraska will not consider proposals that propose the substitution of the bidder's contract, user agreements, or terms for those of the State of Nebraska's. Any Bidder customer agreement, terms and conditions, user agreement, or other document or clauses purported or offered to be included as a part of this RFP must be submitted as an individual clause(s), as either a counter-offer or additional language, each clause must be acknowledged and accepted in writing by the State, and if the Bidder's clause is later found to be in conflict with the RFP the Bidder's clause shall be subordinate to the RFP.

#### A. GENERAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		<i>MSJ</i>	<i>see attached response to III A.</i>

The contract resulting from this Request for Proposal shall incorporate the following documents:

1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;
3. The Request for Proposal form and the Contractor's Proposal, signed in ink;
4. Amendments to RFP and any Questions and Answers; and
5. The original RFP document and any Addenda.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Request for Proposal form and the Contractor's Proposal, 4) Amendments to RFP and any Questions and Answers, 5) the original RFP document and any Addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Once proposals are opened they become the property of the State of Nebraska and will not be returned.

**B. AWARD**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>MS</i>			

All contracts will be awarded according to law and the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part, and at its discretion, may withdraw or amend the Request for Proposal at any time. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State. The Request for Proposal does not commit the State to award a contract. If, in the opinion of the State, revisions or amendments will require substantive changes in proposals, the due date may be extended.

No bidder shall receive an award amount under this contract of more than eight million dollars. If more than one bidder provides evidence that private or other funds have been received by the bidder as matching funds for this contract in an amount greater than or equal to sixteen million dollars, each such bidder may receive an award amount equal to eight million dollars divided by the number of such bidders. If one bidder qualifies for a contract award amount of less than four million dollars, any other bidder may receive a contract award amount up to eight million dollars minus the amount award to the bidder qualifying for the lowest contract award amount.

If any amount of the matching fund requirement prior to award is deemed ineligible to be counted as match by the State, the bidder's award amount shall be proportionally reduced according to statute.

By submitting a proposal in response to this Request for Proposal, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients.

Once an intent to award decision has been determined, it will be posted to the Internet at:  
<https://ccpe.nebraska.gov/oral-health-training-and-services-fund>

Any protests must be filed by a bidder within ten (10) business days after the intent to award decision is posted to the Internet. Any protests must also be in writing and forwarded to the Executive Director of the Commission.

**C. MATCHING FUNDS REQUIREMENT**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>MS</i>			

The bidders shall supply matching funds from other sources in a four-to-one ratio with the funds to be awarded by this contract pursuant to Neb. Rev. Stat. § 85-1414.01. The bidders shall specify the source and amount of all matching funds and provide evidence that private or other funds have been received by the bidder as matching funds for this contract. Matching fund documentation must be sufficient to allow for review to ensure all matching funds are preserved and spent for this contract. All matching funds, those not yet expended and those expended, shall be verifiable from the applicant's records throughout the performance period. If the State determines through an audit or other means that an awarded party has not preserved (i.e., used the matching funds for other purposes not reasonably related to this contract) the originally identified matching funds used for this RFP, the awarded party shall reimburse the State twenty-five (25) cents for each matching dollar not preserved.

Contractors must expend all matching fund contributions for this contract prior to the end of the performance period. If Contractor does not expend all matching funds prior to the end of the performance period, bidder shall reimburse the State twenty five (25) cents for each matching dollar not expended.

Matching fund documentation must be clearly and concisely provided in contractor's proposal. This includes, but is not limited to, identifying how and when the matching funds will be spent during the performance period, how the matching funds are necessary and reasonable in light of the oral health goals listed in Neb. Rev. Stat. § 85-

1414.01(2), and an explanation of how these matching funds are being used to offer new and/or expanded oral health services to residents of Nebraska rather than supplanting bidder's existing oral health funding.

**D. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>May</i>			

The Contractor shall comply with all applicable local, state and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. § 48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for services to be covered by any contract resulting from this Request for Proposal.

**E. PERMITS, REGULATIONS, LAWS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>May</i>			

The Contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of the contract. The Contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

**F. OWNERSHIP OF INFORMATION AND DATA**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>May</i>			

The State of Nebraska shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or derived by the Contractor pursuant to the contract.

The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, and other rights or titles (e.g. rights to licenses transfer or assign deliverables) necessary to execute the contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks, and copyrights that are in any way involved in the contract. It shall be the responsibility of the Contractor to pay for all royalties and costs, and the State must be held harmless from any such claims.



**G. INSURANCE REQUIREMENTS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>MCJ</i>			

The Contractor shall not commence work under this contract until all the insurance required hereunder has been obtained and such insurance has been approved by the State. The Contractor shall maintain all required insurance for the life of this contract and shall ensure that the Commission has the most current certificate of insurance throughout the life of this contract. If Contractor will be utilizing any Subcontractors, the Contractor is responsible for obtaining the certificate(s) of insurance required herein under from any and all Subcontractor(s). The Contractor is also responsible for ensuring Subcontractor(s) maintain the insurance required until completion of the contract requirements. The Contractor shall not allow any Subcontractor to commence work on any subcontract until all similar insurance required of the Subcontractor has been obtained and approved by the Contractor. Approval of the insurance by the State shall not limit, relieve, or decrease the liability of the Contractor hereunder.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

Insurance coverages shall function independent of all other clauses in the contract, and in no instance shall the limits of recovery from the insurance be reduced below the limits required by this paragraph.

**1. WORKERS' COMPENSATION INSURANCE**

The Contractor shall take out and maintain during the life of the contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contactors' employees to be engaged in work on the project under the contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. This policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.

**2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE**

The Contractor shall take out and maintain during the life of the contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any Subcontractor performing work covered by the contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under the contract, whether such operation be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury and Contractual Liability coverage. The policy shall include the State, and others as required by the contract documents. This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned and Hired vehicles.

**3. INSURANCE COVERAGE AMOUNTS REQUIRED**

<b>COMMERCIAL GENERAL LIABILITY</b>	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Fire Damage	\$50,000 any one fire
Medical Payments	\$10,000 any one person
Damage to Rented Premises	\$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Contractors	Included
Abuse & Molestation	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
<b>WORKER'S COMPENSATION</b>	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
USL&H Endorsement	Statutory
Voluntary Compensation	Statutory
<b>COMMERCIAL AUTOMOBILE LIABILITY</b>	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
<b>UMBRELLA/EXCESS LIABILITY</b>	
Over Primary Insurance	\$5,000,000
<b>PROFESSIONAL LIABILITY</b>	
Professional liability (Medical Malpractice)	Limits consistent with Nebraska Medical Malpractice Cap
Qualification Under Nebraska Excess Fund	
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim, \$3,000,000 Aggregate
<b>SUBROGATION WAIVER</b>	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
<b>LIABILITY WAIVER</b>	
"Commercial General Liability & Commercial Automobile Liability policies shall be primary and any insurance or self-insurance carried by the State shall be considered excess and non-contributory."	

**4. EVIDENCE OF COVERAGE**

The Contractor shall furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements to the attention of Benjamin Civic at 402-471-2886(fax) or:

Coordinating Commission for Postsecondary Education  
 140 N. 8<sup>th</sup> St, Suite 300  
 Lincoln, NE 68508

These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Notice of cancellation of any required insurance policy must be submitted to the Commission when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

**H. COOPERATION WITH OTHER CONTRACTORS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>May</i>			

The State may already have in place or choose to award supplemental contracts for work related to this Request for Proposal, or any portion thereof.

1. The 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.
2. The Contractor shall agree to cooperate with such other Contractors, and shall not commit or permit any act which may interfere with the performance of work by any other Contractor.

**I. INDEPENDENT CONTRACTOR**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>May</i>			

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under the contract. The Contractor's employees and other persons engaged in work or services required by the Contractor under the contract shall have no contractual relationship with the State; they shall not be considered employees of the State.

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the Contractor, its officers, or its agents) shall in no way be the responsibility of the State. The Contractor will hold the State harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights, or benefits from the State including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay or retirement benefits.

**J. CONTRACTOR RESPONSIBILITY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>May</i>			

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.

**K. CONTRACTOR PERSONNEL**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>me</i>			

The Contractor warrants that all persons assigned to the project shall be employees of the Contractor or specified Subcontractors, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work on the project.

Personnel commitments made in the Contractor's proposal shall not be changed without the prior written approval of the State. Replacement of key personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or Subcontractor employee.

In respect to its employees, the Contractor agrees to be responsible for the following:

1. any and all employment taxes and/or other payroll withholding;
2. any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. damages incurred by the Contractor's employees within the scope of their duties under the contract;
4. maintaining workers' compensation and health insurance and submitting any reports on such insurance to the extent required by governing State law; and
5. determining the hours to be worked and the duties to be performed by the Contractor's employees.

**L. CONTRACT CONFLICTS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>me</i>			

Contractor shall ensure that contracts or agreements with sub-contractors and agents, and the performance of services in relation to this contract by sub-contractors and agents, do not conflict with this contract.

**M. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>me</i>			

The Contractor shall not, at any time prior to RFP opening date and time, recruit or employ any Commission employee or agent who has worked on the Request for Proposal or project, or who had any influence on decisions affecting the Request for Proposal or project.

**N. CONFLICT OF INTEREST**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>MSJ</i>			

By submitting a proposal, bidder certifies that there does not now exist any relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this Request for Proposal or project.

The bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or appearance of conflict of interest.

The bidder certifies that it will not employ any individual known by bidder to have a conflict of interest.

**O. PROPOSAL PREPARATION COSTS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>MSJ</i>			

The State shall not incur any liability for any costs incurred by bidders in replying to this Request for Proposal, or in any other activity related to bidding on this Request for Proposal.

**P. ERRORS AND OMISSIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>MSJ</i>			

The bidder shall not take advantage of any errors and/or omissions in this Request for Proposal or resulting contract. The bidder must promptly notify the State of any errors and/or omissions that are discovered.

**Q. BEGINNING OF WORK**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>MSJ</i>			

The bidder shall not commence any contracted work until a valid contract has been fully executed by the State and the successful Contractor. The Contractor will be notified in writing when work may begin.

**R. ASSIGNMENT BY THE STATE**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>MSJ</i>			

The State shall have the right to assign or transfer the contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder.

**S. ASSIGNMENT BY THE CONTRACTOR**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>MSJ</i>			

The Contractor may not assign, voluntarily or involuntarily, the contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State.

**T. DEVIATIONS FROM THE REQUEST FOR PROPOSAL**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>MSJ</i>			

The requirements contained in the Request for Proposal become a part of the terms and conditions of the contract resulting from this Request for Proposal. Any deviations from the Request for Proposal must be clearly defined by the bidder in its proposal and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the Request for Proposal, mandatory requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this RFP, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this RFP. The State discourages deviations and reserves the right to reject proposed deviations.

**U. GOVERNING LAW**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>MSJ</i>			

The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Request for Proposal or any resultant contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The Contractor must be in compliance with all Nebraska statutory and regulatory law.

**V. ATTORNEY'S FEES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>MSJ</i>			

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Contractor agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the State is the prevailing party.

**W. ADVERTISING**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>MSJ</i>			

The Contractor agrees not to refer to the Contract Award in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State.

**X. SITE RULES AND REGULATIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>MSJ</i>			

The Contractor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to between the State and the Contractor.

**Y. NOTIFICATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>MSJ</i>			

During the bid process, all communication between the State and a bidder shall be between the bidder's representative clearly noted in its proposal and the procurement contact person noted in Section II. A., Procuring Office and Contact Person, of this RFP. After the award of the contract, all notices under the contract shall be deemed duly given upon delivery to the staff designated as the point of contact for this Request for Proposal, in person, or upon delivery by U.S. Mail, facsimile, or e-mail. Each bidder should provide in its proposal the name, title, and complete address of its designee to receive notices.

1. Except as otherwise expressly specified herein, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth above, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or

communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.

2. Whenever the Contractor encounters any difficulty which is delaying or threatens to delay its timely performance under the contract, the Contractor shall immediately give notice thereof in writing to the State reciting all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the State of any of its rights or remedies to which it is entitled by law or equity or pursuant to the provisions of the contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

For the duration of the contract, all communication between Contractor and the State regarding the contract shall take place between the Contractor and individuals specified by the State in writing. Communication about the contract between Contractor and individuals not designated as points of contact by the State is strictly forbidden.

**Z. EARLY TERMINATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>me</i>			

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided. After such determination, unentitled advanced funds must be returned to the State within thirty (30) calendar days.
3. The State may terminate the contract immediately for the following reasons:
  - a. if directed to do so by statute;
  - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
  - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
  - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
  - e. an involuntary proceeding has been commenced by any party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
  - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
  - g. Contractor intentionally discloses confidential information;
  - h. Contractor has or announces it will discontinue support of the deliverable;
  - i. second or subsequent documented "vendor performance report"; or
  - j. Contractor engaged in collusion or actions which could have provided Contractor an unfair advantage in obtaining this contract.



**AA. BREACH BY CONTRACTOR**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>MSJ</i>			

The State may terminate the contract, in whole or in part, if the contractor fails to perform its obligations under the contract in a timely and proper manner. The State may, by providing a written notice of default to the Contractor, allow the Contractor to cure a failure or breach of contract within a period of thirty (30) calendar days (or longer at State's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing the Contractor time to cure a failure or breach of contract does not waive the State's right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

**BB. ASSURANCES BEFORE BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>MSJ</i>			

If any document or deliverable required pursuant to the contract does not fulfill the requirements of the Request for Proposal/resulting contract, upon written notice from the State, the Contractor shall deliver assurances in the form of additional Contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

**CC. ADMINISTRATION – CONTRACT TERMINATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>MSJ</i>			

Contractor must provide confirmation that in the event of contract termination, all records that are the property of the State will be returned to the State within thirty (30) calendar days. Notwithstanding the above, Contractor may retain one copy of any information as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures.

**DD. PENALTY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>MSJ</i>			

In the event that the Contractor fails to perform any substantial obligation under the contract, the State may demand return of all unentitled advanced funds, until such failure is cured or otherwise adjudicated. Failure to meet the dates for the deliverables as agreed upon by the parties may result in an assessment of penalty due to the State of \$1,500.00 dollars per calendar day, until the deliverables are approved. Contractor will be notified in writing when penalty will commence.

**EE. FORCE MAJEURE**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>May</i>			

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the contract if the Contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the Contractor. To obtain release based on a Force Majeure Event, the Contractor shall file a written request for such relief with the Commission. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

**FF. PAYMENT**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>May</i>			

State will render payment to Contractor within thirty (30) calendar days of contract issuance. Payment will be made by the Commission in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408) if applicable. Contractor shall accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the contract period start date, and the Contractor hereby waives any claim or cause of action for any such services.

**GG. EXPENDITURES & REPORTING REQUIREMENTS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>May</i>			

Contractor must report electronically to the Nebraska Legislature within one hundred twenty days, after the expenditure of funds disbursed pursuant to the award contract, detailing the nature of the expenditures made as a result of this contract.

Contractor must annually report electronically to the Nebraska Legislature the charitable oral health services provided in school districts and federally qualified health centers and the number of recipients and the placements of students receiving oral health training at a reduced fee in dental education programs.

Contractor must annually submit to the Commission a detailed report on the status of the deliverables listed in Section IV.

Contractor must only use awarded funds for services and equipment related to the RFP and must not use them for any other program. If any awarded funds are used for equipment, such funds must only be used for patient-centered oral health care equipment, including, but not limited to, dental chairs for patients, lighting for examination and procedure rooms, and other equipment used for oral health services for patients and for training students in dental education programs. Under no circumstances shall awarded funds be used for travel, construction, or any other purpose not directly related to the proposals in RFP.

**HH. RIGHT TO AUDIT**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>MEJ</i>			

Contractor shall establish and maintain a reasonable accounting system that enables the State to readily audit all components of the contract. The State and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this contract kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors, and Subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence.

Contractor shall, at all times during the term of this contract and for a period of five (5) years after the completion of this contract, maintain such records, together with such supporting or underlying documents and materials. The Contractor shall at any time requested by the State, whether during or after completion of this contract and at Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by the State. Such records shall be made available to the State during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for the State. Contractor shall ensure the State has these rights with Contractor's assigns, successors, and Subcontractors, and the obligations of these rights shall be explicitly included in any Subcontracts or agreements formed between the Contractor and any Subcontractors to the extent that those Subcontracts or agreements relate to fulfillment of the Contractor's obligations to the State.

Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by the State unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Contractor to the State in excess of one-half of one percent (.5%) of the total contract amount, the Contractor shall reimburse the State for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, the Contractor shall reimburse the State for total costs of audit. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed ninety (90) calendar days) from presentation of the State's findings to Contractor.

**II. TAXES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>MEJ</i>			

The State is not required to pay taxes of any kind and assumes no such liability as a result of this solicitation. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

**JJ. INSPECTION AND APPROVAL**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>May</i>			

Final inspection and approval of all work required under the contract shall be performed by the designated State officials. The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or Subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

**KK. CHANGES IN SCOPE/CHANGE ORDERS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>May</i>			

The State may, upon the written agreement of Contractor, make changes to the contract within the general scope of the RFP. The State may, at any time work is in progress, by written agreement, make alterations in the terms of work as shown in the specifications, require the Contractor to make corrections, decrease the quantity of work, or make such other changes as the State may find necessary or desirable. The Contractor shall not claim forfeiture of contract by reasons of such changes by the State. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, or a pro-rated value.

Corrections of any deliverable, service or performance of work required pursuant to the contract shall not be deemed a modification.

Changes or additions to the contract beyond the scope of the RFP are not permitted.

**LL. SEVERABILITY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>May</i>			

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

**MM. CONFIDENTIALITY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>Mej</i>			

All materials and information provided by the State or acquired by the Contractor on behalf of the State shall be handled in accordance with federal and state law, and ethical standards. The Contractor must ensure the confidentiality of such materials or information. Should confidentiality be breached by a Contractor; Contractor shall notify the State immediately of said breach and take immediate corrective action.

It is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to Contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a Contractor, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

**NN. PROPRIETARY INFORMATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>Mej</i>			

Data contained in the proposal and all documentation provided therein, become the property of the State of Nebraska and the data becomes public information upon opening the proposal. If the bidder wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's public record statutes. **All proprietary information the bidder wishes the State to withhold must be submitted in a sealed package, which is separate from the remainder of the proposal, and provide supporting documents showing why such documents should be marked proprietary.** The separate package must be clearly marked PROPRIETARY on the outside of the package. **Bidders may not mark their entire Request for Proposal as proprietary.** Bidder's work plan may not be marked as proprietary information. Failure of the bidder to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other bidders and the public. Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, bidders submitting information as proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

**OO. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>Mej</i>			

By submission of this proposal, the bidder certifies that it is the party making the foregoing proposal and that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association,

organization, or corporation; that the proposal is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further that the bidder has not, directly or indirectly, submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

**PP. STATEMENT OF NON-COLLUSION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>MSJ</i>			

Bidder shall not collude with, or attempt to collude with, any state officials, employees or agents; or evaluators or any person involved in this RFP. The bidder shall not take any action in the restraint of free competition or designed to limit independent bidding or to create an unfair advantage.

Should it be determined that collusion occurred, the State reserves the right to reject a bid or terminate the contract and impose further administrative sanctions.

It is not the intent of this section to prohibit bidders from working collaboratively to plan a partnership in order to accomplish the deliverables of this RFP.

**QQ. PRICES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>MSJ</i>			

All prices, costs, and terms and conditions outlined in the proposal shall remain fixed and valid commencing on the opening date of the proposal until an award is made (and for bidder receiving award, prices shall remain as bid for the duration of the contract unless otherwise so stated in the contract) or the Request for Proposal is cancelled.

Contractor represents and warrants that all prices for services, now or subsequently specified are as low as and no higher than prices which the Contractor has charged or intends to charge customers other than the State for the same or similar products and services of the same or equivalent quantity and quality for delivery or performance during the same periods of time. If, during the term of the contract, the Contractor shall reduce any and/or all prices charged to any customers other than the State for the same or similar products or services specified herein, the Contractor shall make an equal or equivalent reduction in corresponding prices for said specified products or services.

Contractor also represents and warrants that all prices set forth in the contract and all prices in addition, which the Contractor may charge under the terms of the contract, do not and will not violate any existing federal, state, or municipal law or regulations concerning price discrimination and/or price fixing. Contractor agrees to hold the State harmless from any such violation. Prices quoted shall not be subject to increase throughout the contract period unless specifically allowed by these specifications.

**RR. ETHICS IN PUBLIC CONTRACTING**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>MSJ</i>			

No bidder shall pay or offer to pay, either directly or indirectly, any fee, commission compensation, gift, gratuity, or anything of value to any State officer, legislator, employee or evaluator based on the understanding that the receiving person's vote, actions, or judgment will be influenced thereby. No bidder shall give any item of value to any employee of the Commission or any evaluator.

Bidders shall be prohibited from utilizing the services of lobbyists, attorneys, political activists, or consultants to secure the contract. It is the intent of this provision to assure that the prohibition of state contact during the procurement process is not subverted through the use of lobbyists, attorneys, political activists, or consultants. It is the intent of the State that the process of evaluation of proposals and award of the contract be completed without external influence. It is not the intent of this section to prohibit bidders from seeking professional advice, for example consulting legal counsel, regarding terms and conditions of this Request for Proposal or the format or content of their proposal.

If the bidder is found to be in non-compliance with this section of the Request for Proposal, they may forfeit the contract if awarded to them or be disqualified from the selection process.

**SS. INDEMNIFICATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>MSJ</i>			

**1. GENERAL**

The Contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

**2. INTELLECTUAL PROPERTY**

The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this RFP.

**3. PERSONNEL**

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel provided by the Contractor.

**4. SELF-INSURANCE**

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 *et seq.* and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

**TT. DISASTER RECOVERY/BACK UP PLAN**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>mg</i>			

The Contractor shall have a disaster recovery and back-up plan, which may be requested by the Commission, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under the specifications in the contract in the event of a disaster.

**UU. TIME IS OF THE ESSENCE**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>mg</i>			

Time is of the essence in the contract. The acceptance of late performance with or without objection or reservation by the State shall not waive any rights of the State nor constitute a waiver of the requirement of timely performance of any obligations on the part of the Contractor remaining to be performed.

**VV. DRUG POLICY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>mg</i>			

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.



**WW. EMPLOYEE WORK ELIGIBILITY STATUS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>MJF</i>			

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

**XX. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>MJF</i>			

The Contractor, by signature to this RFP, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The Contractor also agrees to include the above requirements in any and all Subcontracts into which it enters. The Contractor shall immediately notify the Commission if, during the term of this contract, Contractor becomes debarred. The Commission may immediately terminate this contract by providing Contractor written notice if Contractor becomes debarred during the term of this contract.

Contractor, by signature to this RFP, certifies that Contractor has not had a contract with the State of Nebraska terminated early by the State of Nebraska. If Contractor has had a contract terminated early by the State of Nebraska, Contractor must provide the contract number, along with an explanation of why the contract was terminated early. Prior early termination may be cause for rejecting the proposal.

**YY. OFFICE OF PUBLIC COUNSEL**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>MJF</i>			

If it provides, under the terms of this contract and on behalf of the State of Nebraska, health and human services to individuals; service delivery; service coordination; or case management, Contractor shall submit to the jurisdiction of the Office of Public Counsel, pursuant to Neb. Rev. Stat. §§ 81-8,240 et seq. This section shall survive the termination of this contract and shall not apply if Contractor is a long-term care facility subject to the Long-Term Care Ombudsman Act, Neb. Rev. Stat. §§ 81-2237 et seq. Also see Neb. Rev. Stat. § 73-401.

**Creighton**  
**UNIVERSITY**  
**School of Dentistry**

**Office of the Dean**

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

Attachment to RFP 87164 Z6 Section III. G

Provide Alternative within RFP Response:

Creighton University proposes to retain our medical payment limit to \$5,000. To comply with the \$10,000 medical payment insurance requirement, Creighton University would incur an additional expense. Creighton's total liability coverage provides more relevant and useful protection for the RFP requirements. If Creighton is required to enhance the medical payment, the additional premium cost will directly reduce the Creighton University School of Dentistry budget used to provide oral health training and services.

If the above is rejected, Creighton proposes, in the alternative, to retain the \$5,000 limit and pledges to self-insure with our balance sheet and A2 rating if the other \$5,000 is required.





7701 France Avenue South, Suite 500  
Minneapolis, MN 55435-5288  
800-328-5532 • Fax 952-838-6808  
MMICGroup.com

## CERTIFICATE OF INSURANCE

This is to certify that the MMIC Insurance, Inc. has issued to the insured the policy identified herein by policy number, policy term and limits of liability, which affords Physicians and Surgeons Professional Liability Insurance. This certificate of insurance does not amend, extend or otherwise alter the terms, conditions or limits of the insurance afforded by the policy.

<b>NAMED INSURED:</b>	Creighton University
<b>ADDRESS:</b>	2500 California Plaza Omaha, NE 68178
<b>POLICY TYPE:</b>	Claims Made
<b>POLICY NUMBER:</b>	IXC000009
<b>PRIMARY LIMITS OF LIABILITY:</b>	\$1,000,000 each claim \$3,000,000 aggregate
<b>SHARED EXCESS LIMITS OF LIABILITY:</b>	\$5,000,000 each claim \$5,000,000 aggregate
<b>POLICY TERM:</b>	07/01/2016 to 07/01/2017
<b>PRIMARY RETROACTIVE DATE:</b>	01/03/1989
<b>EXCESS RETROACTIVE DATE:</b>	01/03/1989

The Retroactive Date listed above is the first date that coverage applies to any claim or suit covered under this policy.

Students of Creighton University are covered for legal liability arising out of the performance of or failure to perform duties while acting within the scope of their duties as students.

Students of Creighton University are provided coverage on a shared limit basis. The Policy Limits specified do not apply separately to students.

If this policy is cancelled by MMIC before the expiration date shown, MMIC will endeavor to mail advance written notice to the certificate holding organization or hospital. Failure to mail such a notice will impose no obligation or liability of any kind upon MMIC.

**CERTIFICATE HOLDER:** State of Nebraska  
Coordinating Commission Post-Secondary Education  
Attn: Benjamin Civic  
140 N. 8<sup>th</sup> Street, #300  
Lincoln, NE 68508

Form A

Bidder Contact Sheet

Request for Proposal Number 87164 Z6

The Bidder Contact Sheet must be completed and submitted with each response to this Request for Proposal. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response. Each bidder shall also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Preparation of Response Contact Information	
Bidder Name:	Creighton University
Bidder Address:	2500 California Plaza Omaha NE 68178
Contact Person & Title:	Mark A. Latta, Dean School of Dentistry
E-mail Address:	mlatta@creighton.edu
Telephone Number (Office):	402-280-5061
Telephone Number (Cellular):	402-578-5156
Fax Number:	402-280-5094

Each bidder shall also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Bidder Name:	Creighton University
Bidder Address:	2500 California Plaza Omaha NE 68178
Contact Person & Title:	Mark A. Latta, Dean School of Dentistry
E-mail Address:	mlatta@creighton.edu / sean@kelleyplucker.com
Telephone Number (Office):	402-280-5061 / 402-397-1898
Telephone Number (Cellular):	402-578-5156
Fax Number:	402-280-5094



## Additional Documents

TO: Creighton University, School of Dentistry

FROM: Ben Civic, Procurement Contact, CCPE

DATE: January 20, 2017

RE: Additional items received by CCPE for clarification or to fix typographical errors

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The pages immediately following this page were submitted by Creighton University to fix typographical errors or to provide additional information in response to Commission questions or clarifications. These additional pages shall become part of the proposal and replace the originals.

5. Suspension of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

### III. TERMS AND CONDITIONS


By signing the "Request for Proposal for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the Terms and Conditions unless otherwise agreed to and certifies bidder maintains a drug free work place environment.

Bidders are expected to closely read the Terms and Conditions and provide a binding signature of intent to comply with the Terms and Conditions; provided, however, a bidder may indicate any exceptions to the Terms and Conditions by (1) clearly identifying the term or condition by subsection, and (2) including an explanation for the bidder's inability to comply with such term or condition which includes a statement recommending terms and conditions the bidder would find acceptable. Rejection in whole or in part of the Terms and Conditions may be cause for rejection of a bidder's proposal. **Bidders must include completed Section III with their proposal response.**

Any Bidder customer agreement, terms and conditions, user agreement, or other document or clauses offered or purported to be included as a part of this RFP must be acknowledged and accepted in writing by the State and if in conflict with the RFP shall be subordinate to the RFP.

The State of Nebraska is soliciting proposals in response to the RFP. The State of Nebraska will not consider proposals that propose the substitution of the bidder's contract, user agreements, or terms for those of the State of Nebraska's. Any Bidder customer agreement, terms and conditions, user agreement, or other document or clauses purported or offered to be included as a part of this RFP must be submitted as an individual clause(s), as either a counter-offer or additional language, each clause must be acknowledged and accepted in writing by the State, and if the Bidder's clause is later found to be in conflict with the RFP the Bidder's clause shall be subordinate to the RFP.

#### A. GENERAL

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

The contract resulting from this Request for Proposal shall incorporate the following documents:

1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;
3. The Request for Proposal form and the Contractor's Proposal, signed in ink;
4. Amendments to RFP and any Questions and Answers; and
5. The original RFP document and any Addenda.


These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Request for Proposal form and the Contractor's Proposal, 4) Amendments to RFP and any Questions and Answers, 5) the original RFP document and any Addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Once proposals are opened they become the property of the State of Nebraska and will not be returned.

**G. INSURANCE REQUIREMENTS**

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

The Contractor shall not commence work under this contract until all the insurance required hereunder has been obtained and such insurance has been approved by the State. The Contractor shall maintain all required insurance for the life of this contract and shall ensure that the Commission has the most current certificate of insurance throughout the life of this contract. If Contractor will be utilizing any Subcontractors, the Contractor is responsible for obtaining the certificate(s) of insurance required herein under from any and all Subcontractor(s). The Contractor is also responsible for ensuring Subcontractor(s) maintain the insurance required until completion of the contract requirements. The Contractor shall not allow any Subcontractor to commence work on any subcontract until all similar insurance required of the Subcontractor has been obtained and approved by the Contractor. Approval of the insurance by the State shall not limit, relieve, or decrease the liability of the Contractor hereunder.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

Insurance coverages shall function independent of all other clauses in the contract, and in no instance shall the limits of recovery from the insurance be reduced below the limits required by this paragraph.

**1. WORKERS' COMPENSATION INSURANCE**  
 The Contractor shall take out and maintain during the life of the contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under the contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. This policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.

**2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE**  
 The Contractor shall take out and maintain during the life of the contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any Subcontractor performing work covered by the contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under the contract, whether such operation be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury and Contractual Liability coverage. The policy shall include the State, and others as required by the contract documents. This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered excess and non-contributory. The Commercial Automobile Liability insurance shall be written to cover all Owned, Non-owned and Hired vehicles.



# STATE OF NEBRASKA

United States of America,     } ss.  
State of Nebraska                }

Secretary of State  
State Capitol  
Lincoln, Nebraska

I, John A. Gale, Secretary of State of the  
State of Nebraska, do hereby certify that

## CREIGHTON UNIVERSITY

**incorporated on March 3, 1960 and is duly incorporated under the law of  
Nebraska;**

**that all fees, taxes, and penalties owed to Nebraska wherein payment is  
reflected in the records of the Secretary of State and to which nonpayment  
affects the good standing of the corporation have been paid;**

**that its most recent biennial report required by section 21-19,172 has been  
delivered to the Secretary of State;**

**that Articles of Dissolution have not been filed.**

*This certificate is not to be construed as an endorsement,  
recommendation, or notice of approval of the entity's financial  
condition or business activities and practices.*

In Testimony Whereof,



I have hereunto set my hand and  
affixed the Great Seal of the  
State of Nebraska on this date of

**January 19, 2017**

  
Secretary of State



Questions and Answers (#4 in Contract Award 75591 04)

Addendum: Question Set #3 and Answers

TO: All Bidders

FROM: Benjamin Civic, Procurement Contact, Coordinating Commission for Postsecondary Education

DATE: December 7, 2016

RE: Addendum: Question Set #3 and Answer for Request for Proposal Number 87164 Z6

Question #1

RFP Section Reference: II.L. Secretary of State/Tax Commissioner Registration Requirements

RFP Page Number: 11

Other references: Referenced attached emails are provided at the end of this question set

Question: Paragraph L requires all bidders to submit a Certificate of Good Standing issued by the Secretary of State. The University of Nebraska is a state agency and because of that the office of the Nebraska Secretary of State cannot issue a certificate. The General Counsel for the Secretary of State's office provided the attached email explaining our standing. Will this documentation be sufficient to meet the requirement?

Answer for Question #1

RFP 87164 Z6 does require all bidders to submit a valid Certificate of Good Standing (CGS) or Letter of Good Standing (LGS) pursuant to Section II.L. The state purchasing department contact Colleen Byelick mentions is correct insofar as RFPs under the direction of the State Purchasing Bureau (SPB), and ones that use SPB RFP boilerplate language, do not require the CGS or LGS to be submitted until after the Intent to Award is made. However, RFP 87164 Z6 differs slightly from SPB boilerplate as it is not under the direction of SPB. In this case, RFP 87164 Z6 mandates the CGS or LGS be submitted with the proposal.

For this RFP it would be appropriate for a Nebraska state entity to submit a brief letter with their proposal from Nebraska's Secretary of State's Office that communicates your status via state statute as an equivalent to the CGS or LGS. The referenced emails would not suffice as they do not identify the relevant statutes needed to convey such status.

Question #2

RFP Section Reference: III.F. Ownership of Information and Data, III.SS.2 Indemnification

RFP Page Number: 14, 29

Other references:

Question: Section III, Paragraph F and Paragraph SS.2 addresses publishing rights and intellectual property (IP). We would like to confirm that these clauses do not preclude the bidder from retaining its rights to publish any findings related to the programs implemented under RFP 87164 Z6, and that the State or its entities will not publish any findings without first coordinating the publishing with the bidder.

Answer for Question #2

In response to the first part of your question, we do not see anything in those indicated clauses that would preclude a bidder from retaining its rights to publish findings related to the programs implemented under RFP 87164 Z6 as long as they comply with law and the RFP.

The second part of your question focuses on the clause, Ownership of Information and Data, found in section III.F. In this section, the State has the unlimited right to publish, duplicate, use, and disclose all information and data developed or derived by the Contractor pursuant to the contract. As the State's right is unlimited, as noted above, this would not require the State to first coordinate the publishing with the bidder if it so chose to publish such information. The CCPE does not intend to publish, or make available for public sale, any information or data developed or derived by the Contractor pursuant to the contract. The CCPE does intend to use the information derived or developed by the Contractor that is pursuant to the contract to report as required by law to the Nebraska Legislature. The types of information to be reported to the Legislature can be found at the end of Nebraska Revised Statute section 85-1414.01(7).

Referenced e-mails for Question #1

James,

I talked to the supervisor of our state purchasing department. He indicated that you do not need a certificate of good standing to bid on an RFP. If awarded the contract, State purchasing would ask you to provide this information. You would be able to indicate your status via state statute. If that wasn't acceptable, we would try and provide a letter or other documentation for you.

Thank you,

Colleen Byelick  
Chief Deputy/General Counsel  
Nebraska Secretary of State's Office  
1445 K Street, Suite 2300  
Lincoln, NE 68509-4608  
PH: 402-471-8076

**From:** Gamerl, James M [<mailto:james.gamerl@unmc.edu>]  
**Sent:** Monday, November 28, 2016 10:14 AM  
**To:** Byelick, Colleen  
**Subject:** RE: certificate of good standing

Hello Colleen,

LB661 appropriated funds for oral health services for the State, with the Coordinating Commission for Postsecondary Education (CCPE) being the State agency to oversee and implement the program. The CCPE issued a request for proposal (RFP) with certain requirements that must be met by each bidder. On page 11, paragraph L., the RFP states:

**SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS**

All bidders should be authorized to transact business in the State of Nebraska and must be a corporation exempt for federal tax purposes under section 501(c)(3) of the Internal Revenue Code. All bidders are expected to comply with all Nebraska Secretary of State Registration requirements. It is the responsibility of the bidder to comply with any registration requirements pertaining to corporations exempt for federal tax purposes under section 501(c)(3) of the Internal Revenue Code. All bidders are required to produce a true and exact copy of its current (within ninety (90) calendar days), valid Certificate of Good Standing or Letter of Good Standing. Further, all bidders shall comply with any and all other applicable Nebraska statutes regarding transacting business in the State of Nebraska. Bidders must submit the above certificate with their bid.

So, that is the explanation for why we are seeking a Certificate of Good Standing – we must submit it with our proposal.

Jim

**From:** Byelick, Colleen [<mailto:colleen.byelick@nebraska.gov>]  
**Sent:** Wednesday, November 23, 2016 12:05 PM  
**To:** Gamerl, James M <[james.gamerl@unmc.edu](mailto:james.gamerl@unmc.edu)>  
**Subject:** certificate of good standing

James,

Your email questions regarding a certificate of good standing from the Secretary of State's Office was routed to me for assistance. The certificate that you provided was a letter from Secretary Gale that was done at the request of Turan Odabasi, legal counsel at the time for the University. Mr. Odabasi requested the letter due to an issue with the Massachusetts Department of Education which was requiring NU to provide a certificate of good standing in order to offer distance education courses in their state. This was only done after giving Massachusetts copies of the Nebraska Constitution and relevant state statutes along with a letter from the IRS granting NU 501(c)(3) status. As Mr. Odabasi explained, NU is a "body corporate" under state law, not an actual registered corporation with the Secretary of State's Office.

Can you provide some more explanation as to why you would like a similar letter? Have you attempted to establish the University's standing through other means?

Thank you,

Colleen Byelick  
Chief Deputy/General Counsel  
Nebraska Secretary of State's Office  
1445 K Street, Suite 2300  
Lincoln, NE 68509-4608  
PH: 402-471-8076

The information in this e-mail may be privileged and confidential, intended only for the use of the addressee(s) above. Any unauthorized use or disclosure of this information is prohibited. If you have received this e-mail by mistake, please delete it and immediately contact the sender.



Questions and Answers (#4 in Contract Award 75591 04)

Addendum: Question Set #2 and Answers

TO: All Bidders

FROM: Benjamin Civic, Procurement Contact, Coordinating Commission for Postsecondary Education

DATE: December 5, 2016

RE: Addendum: Question Set #2 and Answer for Request for Proposal Number 87164 Z6

Question #1

RFP Section Reference: III.C. Matching Funds Requirement

RFP Page Number: 13

Other references: Memos (RFP addenda) dated September 18, 2015 and November 18, 2015, email correspondence reproduced at the end of this question set

Question: Based upon the memo language from September 18, 2015, it is mentioned “private funds” and “other funds” is not defined and considered to mean any funds which do not associate in any way with the government sector. If the funds are provided from a financial institution what documentation is desired? It appears from the plain meaning financial institution funds would suffice. The applicant could provide proof of receipt of funds or financial commitment documentation. Also, is there a preferred affidavit language to suffice “legally enforceable”?

For simplest clarification, I attached the actual cash on hand from philanthropic gifts totaling \$17,036,522.06 and the fund balance print out from US Bank with respect to private loan commitments with a balance of \$18,033,288.49. In addition, Creighton University School of Dentistry has pledge commitments of \$20,047,424 to enhance oral health training and services. In total, Creighton has received \$37,083,946.06 from 107 philanthropic gifts and pledges to enhance oral health training and services. Creighton will submit the cash on hand spreadsheet (with an accompanying affidavit) and US Bank printout to meet the match requirement as this is the simplest way to meet the “private match” and “received” requirements.

Answer for Question #1

The first part of your question enquires about the type of documentation needed to submit match that is in the form of a loan commitment from US Bank. With the “RFP Question #1 and Answer – September 2016” RFP addenda in mind, matching funds in the form of a loan commitment would be the equivalent of cash matching funds. Therefore, the loan commitment could be documented similarly by supplying a copy of the financial account statement holding the funds.

To answer the second part of your question, there is no preferred affidavit language regarding “legally enforceable.”

Question #2

RFP Section Reference: III.B. Award

RFP Page Number: 13

Other references: Memo (RFP Addenda) “RFP Q & A – May 2016”

Question: On Page 2, Question 4, the CCPE Response mentions the “ten (10) year performance period begins on the date of the award.” Complying with all deliverables is unrealistic upon the date of the award. Can the applicant provide a proposed start of the performance period so long as the performance period is at least 10 years? The Creighton School of Dentistry is scheduled to open in Fall of 2018.

Answer for Question #2

The ten (10) year performance period will begin on the date of the award. This cannot be changed. However, the CCPE does understand that it may be unreasonable for bidders to immediately offer all deliverables upon the date of the award. After all, bidders are submitting proposals for future implementation. Your Work Plan, as described on page 32 of the RFP, will define your timeline of implementation of the stated deliverables. The only deliverable required to be provided for ten (10) years is to provide discounted or charitable oral health services. For example, these discounted or charitable oral health services could begin to be offered sometime within the first year and then increase in number in subsequent years as you build the program. The other two deliverables, the oral health training and the telehealth component, need to occur at some point during the ten (10) year performance period. Of course, the State’s goals with this fund are better met if bidders can provide greater opportunities for oral health training and telehealth.

Question #3

RFP Section Reference: IV. C.2. Deliverables

RFP Page Number: 32

Other references:

Question: The RFP requires the applicant deliver five letters of intent with at least five different school districts or federally qualified health centers in at least five different counties. Is the requirement (for two LOI's) sufficed if a federally qualified health center has centers in two different counties? That is, can the applicant submit two letters of intent, one for a federally qualified health center in one county and second for a federally qualified health center in a second county (same name) and count for two of the five?

Answer for Question #3

Yes, in your example, the submission of those two LOI's would count for two of the five required. The RFP, consistent with Nebraska Revised Statute section 85-1414.01(4), states "the bidder shall submit with proposal at least five letters of intent with school districts or federally qualified health centers...in at least five different counties throughout the state..." The counties must be different, but a FQHC with multiple centers in different counties need not be different. To read it otherwise could exclude school districts or FQHCs solely on the basis of having multiple locations, thereby defeating the purpose of this fund.

Question #4

RFP Section Reference: IV.C.1. Deliverables

RFP Page Number: 32

Other references: Memo dated September 18, 2015

Question: To clarify, the September 18, 2015 memo indicates the applicant must provide reduced fee training to "students" and must offer this training to at least two students. If the applicant intends to offer the scholarship to a student for each class, each year (year 1-1, year 2-2, year 3-3, etc.) this would suffice the requirement? The question is posed out of an abundance of caution because in the first year only one scholarship will be awarded.

Answer for Question #4

Yes, your example would meet the requirement to offer the training to at least two students. The two student requirement referenced in that memo sets the minimum required to meet that deliverable. This means as long as at least two students are provided oral health training at a reduced fee over the ten (10) year performance period, that deliverable is met. It is possible a bidder could propose to offer only two students oral health training during the ten (10) year performance period and focus much more extensively on the other listed deliverables. Or as indicated in your question, it is possible to offer training to more than two students while also meeting the other deliverables. The requirements set out in the deliverables section set minimums as required by statute.



Question #5

RFP Section Reference: III.G.3. Insurance Coverage Amounts Required

RFP Page Number: 16

Other references:

Question: Is there any flexibility with insurance coverage requirements? Specifically, the medical payment requirement?

Answer for Question #5

Section III.G. Insurance Requirements of the RFP does provide a component to “Reject & Provide Alternative within RFP Response.” Bidders may reject and provide an alternative insurance requirement with their proposal submission. Admittedly, the third paragraph of this section, stating that “in no instance shall the limits of recovery from the insurance be reduced below the limits required by this paragraph” is confusing and could be read to imply this section cannot be changed. However, that sentence applies to the insurance requirements as set out in the final contract. Given the uniqueness of this RFP, it is certainly possible bidders may have insurance that already provides coverage for the RFP. If so, bidders could potentially use these saved oral health fund dollars on the deliverables instead of for redundant insurance coverage.

Referenced e-mails for Question #1

Ben – Thank you for the follow up question. For simplest clarification, I attached the actual cash on hand from philanthropic gifts totaling \$17,036,522.06 and the fund balance print out from US Bank with respect to private loan commitments with a balance of \$18,033,288.49. In addition, Creighton University School of Dentistry has pledge commitments of \$20,047,424 to enhance oral health training and services. In total, Creighton has received \$37,083,946.06 from 107 philanthropic gifts and pledges to enhance oral health training and services. Creighton will submit the cash on hand spreadsheet (with an accompanying affidavit) and US Bank printout to meet the match requirement as this is the simplest way to meet the “private match” and “received” requirements.

Please do not hesitate to contact us with any questions or concerns.

Sean Kelley | Partner

**Kelley Governmental Relations, LLC**

7140 Pacific Street, Omaha, NE 68106 | (402) 397-1898 | Fax (402) 397-1293

[www.kgrnebraska.com](http://www.kgrnebraska.com)

Mayfair Building 625 S. 14<sup>th</sup> Street Suite 200, Lincoln, NE 68508 |(402) 474-2303 |Fax (402) 474-4052

CONFIDENTIALITY: This message (including any attachment) is confidential. It may also be privileged or otherwise protected by work-product immunity or other legal rules. If you have received it by mistake, please delete it from your system; you may not copy or disclose its contents to anyone.

**From:** Civic, Benjamin William [<mailto:ben.civic@nebraska.gov>]  
**Sent:** Thursday, December 08, 2016 1:41 PM  
**To:** Sean Kelley <[sean@kgr-ne.com](mailto:sean@kgr-ne.com)>  
**Subject:** RE: RFP Number 0048Z1

Sean,

We are following up regarding your Question #1 below in order to provide a clear answer. This email stream will be posted in addition to your original question set.

In your Question #1 you ask “[i]f the funds are provided from a financial institution what documentation is desired?” We described the match component in the “Question #1 and Answer” set dated September 28, 2016 ([https://ccpe.nebraska.gov/sites/ccpe.nebraska.gov/files/RFP\\_QandA\\_9-16.pdf](https://ccpe.nebraska.gov/sites/ccpe.nebraska.gov/files/RFP_QandA_9-16.pdf)) that described match as either cash or non-cash. If cash, meaning it had been received and is in your bank account (i.e., a “financial institution”), we provided that an example of documentation could include copies of your financial account statement holding the funds. In plain terms, a bank account statement showing those funds under your control. Is this what you were asking with your question? We ask because you also mentioned you could provide a “financial commitment” document for those funds. This term made us think you may be asking about the sort of documentation as pertaining to lines of credit or construction loans. Please let us know as soon as possible.

Thank you,

**Ben Civic, J.D.**  
Occupational Education Specialist  
Coordinating Commission for Postsecondary Education  
Ph: (402) 471-0026  
[ben.civic@nebraska.gov](mailto:ben.civic@nebraska.gov)

140 N. 8<sup>th</sup> Street, Suite 300  
Lincoln, NE 68508  
[www.ccpe.nebraska.gov/gap](http://www.ccpe.nebraska.gov/gap)





Questions and Answers (#4 in Contract Award 75591 04)

Addendum: Question #1 and Answer

TO: All Bidders

FROM: Benjamin Civic, Procurement Contact, Coordinating Commission for Postsecondary Education

DATE: September 28, 2016

RE: Addendum: Question #1 and Answer for Request for Proposal Number 87164 Z6

Question #1

RFP Section Reference: III.C. Matching Funds Requirement

RFP Page Number: 13

Other references: Memos (RFP addenda) dated September 19, 2015 and November 18, 2015

Question: Attached please find a sample pledge agreement and affidavit. Will the sample pledge agreement suffice for evidence of a donor pledge? The pledge agreement is legally enforceable and applicable to the performance period. Additionally, the affidavit provides proof of match received and pledged. Moreover, we respectfully request the Commission's position on pledge agreements meeting the proprietary information threshold outlined in 84-712.05(3). Several pledges are contingent upon anonymity. Releasing donor names serves no public purpose and gives advantage to business competitors.

Sample Pledge Agreement from Question #1

**~ PLEDGE AGREEMENT ~**

This AGREEMENT is made and entered into this \_\_\_\_ day of September, 2016, between [REDACTED] of Omaha, Nebraska, (hereinafter called the "Donors"); and Creighton University, a not-for-profit corporation located in Omaha, Nebraska (hereinafter called the "University").

1. Acknowledgment of Charitable Intent. The Donors have advised the University of their desire to financially support the School of Dentistry Capital Initiative. The Donors desire to make this pledge in appreciation for the opportunities made available to [REDACTED] by his Creighton University education.

2. Pledge. The Donors agree to contribute to the University the sum of twenty-five thousand dollars and no cents, (\$25,000.00) in support of the School of Dentistry Capital Initiative. The pledged amount shall be contributed over a two (2) year period beginning with the first installment of twelve thousand five-hundred dollars and no cents, (\$12,500.00) received by the University on or by December 31, 2016, and the final installment of twelve thousand dollars five-hundred dollars and no cents, (\$12,500.00) to be received by the University on or by December 31, 2017.

3. Future Modifications. This Agreement may be modified only with the mutual written consent of the undersigned parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year herein above written.

CREIGHTON UNIVERSITY

\_\_\_\_\_  
Rev. Daniel S. Hendrickson, S.J.  
President

\_\_\_\_\_

\_\_\_\_\_  
Richard P. Virgin  
Vice President, University Relations

\_\_\_\_\_

\_\_\_\_\_  
Mark A. Latta, D.M.D., M.S.  
Dean, School of Dentistry

## Affidavit

Before me the undersigned authority, on this day personally appeared the undersigned, Richard P. Virgin, (Affiant) who being duly sworn upon his oath states:

That I am the Vice President for University Relations at Creighton University, 2500 California Plaza, Omaha, Nebraska, 68178 and as such I am responsible for the fund raising activities of the University for Operational Funds, Endowments and Capital Projects.

That the Creighton University Board of Trustees has authorized the construction of a new oral health dental facility to be located on the corner of XX and Burt Streets in Omaha, Nebraska and that on or about September \_\_, 2016 the University officially commenced construction of the facility.

That to date Creighton University has received pledges toward the construction of the facility in the amount of \$\_\_\_\_\_ and has received payments toward the fulfillment of said pledges for the construction of the facility in the amount of \$\_\_\_\_\_.

That Creighton University is still actively pursuing additional philanthropic support for the project from alumni, parents, friends, corporations and foundations.

Dated this \_\_\_\_\_ day of September, 2016

\_\_\_\_\_  
Signature of Affiant

-----  
State of Nebraska  
County of Douglas

Subscribed and sworn to, or affirmed, before me on this \_\_\_\_\_ day of  
September, 2016,  
by Affiant, Richard P. Virgin.

\_\_\_\_\_  
Signature of Notary Public

Seal:  
\_\_\_\_\_

Answer for Question #1:

The Commission is expecting matching funds for this RFP to be of two varieties, cash or non-cash. The cash variety of matching funds is cash already in bidder's possession. Cash also includes pledged dollars that have been received and is in bidder's financial account. The non-cash variety of matching funds are pledges made but funds not yet received.

The Matching Funds Requirement section on page 13 of the RFP requires in part that the bidder "provides evidence" of funds that have been received as matching funds for this contract. The type of documentation constituting evidence is different depending on the type of match being supplied. If the bidder is supplying cash matching funds, then the bidder must supply documentation showing that cash as having been received. An example of such documentation could include copies of the financial account statement holding the funds. If the bidder is supplying non-cash matching funds, then an affidavit or certification of the pledged amount would suffice as evidence.

Because pledges where payment has not been received are under the non-cash definition above and thus able to be certified or sworn to by affidavit, the underlying pledge agreement is not required to be submitted with your RFP. Therefore, your question as to proprietary information is moot as you needn't submit those pledge agreements.

Please note, the RFP addendum dated September 18, 2015 (match memo), states that the applicant must "certify that (1) the pledge is legally enforceable, and (2) the donor is obligated to pay the pledge during the performance period." If you will be using the affidavit instrument to comply with the certification requirement, please add the aforementioned language to your sample affidavit, i.e., swearing that the pledge(s) are legally enforceable and the donor is obligated to pay the pledge during the performance period.

**State of Nebraska**  
**REQUEST FOR PROPOSAL FOR CONTRACTUAL**  
**SERVICES FORM**

RETURN TO:  
Coordinating Commission for  
Postsecondary Education  
140 N. 8<sup>th</sup> St., Suite 300  
Lincoln, Nebraska 68508  
Phone: 402-471-0026  
Fax: 402-471-2886

SOLICITATION NUMBER	RELEASE DATE
<b>87164 Z6</b>	<b>July 11, 2016</b>
OPENING DATE AND TIME	PROCUREMENT CONTACT
<b>December 30, 2016 2:00 p.m. Central Time</b>	<b>Benjamin Civic</b>

This form is part of the specification package and must be signed in ink and returned, along with proposal documents, by the opening date and time specified.

**PLEASE READ CAREFULLY!**

**SCOPE OF SERVICE**

The State of Nebraska, Coordinating Commission for Postsecondary Education (also referred to as “the Commission”, “Commission”, or “CCPE”), is issuing this Request for Proposal, RFP Number 87164 Z6 for the purpose of selecting a qualified Contractor(s) to provide for the development of a skilled and diverse workforce in the practice of dentistry and oral health care 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 Nebraska tax exempt professional dental education institutions committed to addressing the critical oral health care needs of the residents of Nebraska.

Written questions are due no later than December 2, 2016, and should be submitted via e-mail to [ben.civic@nebraska.gov](mailto:ben.civic@nebraska.gov). Written questions may also be sent by facsimile to (402) 471-2886.

Bidder should submit one (1) original of the entire proposal. Proposals must be submitted by the proposal opening date and time.

**PROPOSALS MUST MEET THE REQUIREMENTS OUTLINED IN THIS REQUEST FOR PROPOSAL TO BE CONSIDERED VALID. PROPOSALS WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS.**

1. A respondent to this RFP must be a Nebraska tax exempt professional dental education institution that offers a doctor of dental surgery degree pursuant to Neb. Rev. Stat. §85-1414.01. This RFP and the RFP process differs slightly from boilerplate as this RFP is mandated by the above mentioned statute.
2. Sealed proposals must be received in the Commission by the date and time of proposal opening indicated above. No late proposals will be accepted. No electronic, e-mail, fax, voice, or telephone proposals will be accepted.
3. This form “REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES” MUST be manually signed, in ink, and returned by the proposal opening date and time along with bidder’s proposal and any other requirements as specified in the Request for Proposal in order for a bidder’s proposal to be evaluated.
4. It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address is as follows: <https://ccpe.nebraska.gov/oral-health-training-and-services-fund>.

**IMPORTANT NOTICE:** Pursuant to Neb. Rev. Stat. § 84-602.02, all State contracts in effect as of January 1, 2014, and all contracts entered into thereafter, will be posted to a public website. Beginning July 1, 2014, all contracts will be posted to a public website managed by the Department of Administrative Services (DAS).

In addition, all responses to Requests for Proposals will be posted to the Commission public website. The public posting will include figures, illustrations, photographs, charts, or other supplementary material. Proprietary information identified and marked according to state law is exempt from posting. To exempt proprietary information you must submit a written document showing that the release of the information would

give an advantage to named business competitor(s) and show that the named business competitor(s) will gain a demonstrated advantage by disclosure of information. The mere assertion that information is proprietary is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992). The agency will then determine if the interests served by nondisclosure outweigh any public purpose served by disclosure. Cost proposals will **not** be considered propriety.

To facilitate such public postings, the State of Nebraska reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract or response to this RFP for any purpose, and to authorize others to use the documents. Any individual or entity awarded a contract, or who submits a response to this RFP, specifically waives any copyright or other protection the contract or response to the RFP may have; and, acknowledge that they have the ability and authority to enter into such waiver. This reservation and waiver is a prerequisite for submitting a response to this RFP and award of the contract. Failure to agree to the reservation and waiver of protection will result in the response to the RFP being non-conforming and rejected.

Any entity awarded a contract or submitting a RFP agrees not to sue, file a claim, or make a demand of any kind, and will indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses (“the claims”), sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of contracts, RFPs and related documents.



**BIDDER MUST COMPLETE THE FOLLOWING**

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions unless otherwise agreed to (see Section III) and certifies that bidder maintains a drug free work place environment.

\_\_\_\_\_ (initial here) **NEBRASKA CONTRACTOR AFFIDAVIT:** Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this RFP.

FIRM: \_\_\_\_\_

COMPLETE ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

TYPED NAME & TITLE OF SIGNER:

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## GLOSSARY OF TERMS

**Addendum:** Something to be added or deleted to an existing document; a supplement.

**Agency:** Any state agency, board, or commission other than the University of Nebraska, the Nebraska State colleges, the courts, the Legislature, or any other office or agency established by the Constitution of Nebraska.

**Agent/Representative:** A person authorized to act on behalf of another.

**Amend:** To alter or change by adding, subtracting, or substituting.

**Amendment:** A written correction or alteration to a document.

**Appropriation:** Legislative authorization to expend public funds for a specific purpose. Money set apart for a specific use.

**Award:** All purchases, leases, or contracts which are based on proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

**Bid/Proposal:** The offer submitted by a vendor in a response to written solicitation.

**Bidder:** A vendor who submits an offer bid in response to a written solicitation.

**Business:** Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, or any other private legal entity.

**Business Day:** Any weekday, except State-recognized holidays.

**Calendar Day:** Every day shown on the calendar including Saturdays, Sundays, and State/Federal holidays.

**Cancellation:** To call off or revoke a purchase order without expectation of conducting or performing it at a later time.

**Collusion:** An agreement or cooperation between two or more persons or entities to accomplish a fraudulent, deceitful, or unlawful purpose.

**Commodities:** Any equipment, material, supply or goods; anything movable or tangible that is provided or sold.

**Commodities Description:** Detailed descriptions of the items to be purchased; may include information necessary to obtain the desired quality, type, color, size, shape, or special characteristics necessary to perform the work intended to produce the desired results.

**Competition:** The effort or action of two or more commercial interests to obtain the same business from third parties.

**Confidential Information:** Unless otherwise defined below, "Confidential Information" shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Nebraska Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

**Contract:** An agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law; the writing that sets forth such an agreement.

**Contract Administration:** The management of the contract which includes and is not limited to contract signing, contract amendments and any necessary legal actions.

**Contract Management:** The management of day to day activities at the agency which includes and is not limited to ensuring deliverables are received, specifications are met, handling meetings and making payments to the Contractor.

**Contract Period:** The duration of the contract.

**Contractor:** Any individual or entity having a contract to furnish commodities or services.

**Copyright:** A property right in an original work of authorship fixed in any tangible medium of expression, giving the holder the exclusive right to reproduce, adapt and distribute the work.

**Customer Service:** The process of ensuring customer satisfaction by providing assistance and advice on those products or services provided by the Contractor.

**Default:** The omission or failure to perform a contractual duty.

**Deviation:** Any proposed change(s) or alteration(s) to either the terms and conditions or deliverables within the scope of the written solicitation or contract.

**Evaluation:** The process of examining an offer after opening to determine the vendor's responsibility, responsiveness to requirements, and to ascertain other characteristics of the offer that relate to determination of the successful award.

**Evaluation Committee:** Committee(s) appointed by the requesting agency that advises and assists in the evaluation of bids/proposals (offers made in response to written solicitations).

**Extension:** Continuance of a contract for a specified duration upon the agreement of the parties beyond the original Contract Period. Not to be confused with "Renewal Period".

**Foreign Corporation:** A foreign corporation that was organized and chartered under the laws of another state, government, or country.

**Late Bid/Proposal:** An offer received after the Opening Date and Time.

**Licensed Software Documentation:** The user manuals and any other materials in any form or medium customarily provided by the Contractor to the users of the Licensed Software which will provide the State with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently.

**Mandatory/Must:** Required, compulsory, or obligatory.

**May:** Discretionary, permitted; used to express possibility.

**Must:** See Shall/Will/Must.

**Opening Date and Time:** Specified date and time for the public opening of received, labeled, and sealed formal proposals.

**Product:** Something that is distributed commercially for use or consumption and that is usually (1) tangible personal property, (2) the result of fabrication or processing, and (3) an item that has passed through a chain of commercial distribution before ultimate use or consumption.

**Project:** The total scheme, program, or method worked out for the accomplishment of an objective, including all documentation, commodities, and services to be provided under the contract.

**Proposal:** See Bid/Proposal.

**Proprietary Information:** Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

**Protest/Grievance:** A complaint about a governmental action or decision related to a Request for Proposal or resultant contract, brought by a vendor who has timely submitted a bid response in connection with the award in question, to a designated agency with the intention of achieving a remedial result.

**Public Proposal Opening:** The process of opening correctly submitted offers at the time and place specified in the written solicitation and in the presence of anyone who wished to attend.

**Release Date:** The date of public release of the written solicitation to seek offers

**Request for Proposal (RFP):** A written solicitation utilized for obtaining competitive offers.

**Responsible Bidder:** A bidder who has the capability in all respects to perform fully and lawfully all requirements with

integrity and reliability to assure good faith performance.

**Responsive Bidder:** A bidder who has submitted a bid which conforms to all requirements of the solicitation document.

**Shall/Will/Must:** An order/command; mandatory.

**Should:** Expected; suggested, but not necessarily mandatory.

**Software License:** Legal instrument with or without printed material that governs the use or redistribution of licensed software.

**Specifications:** The detailed statement, especially of the measurements, quality, materials, and functional characteristics, or other items to be provided under a contract.

**Termination:** Occurs when either party, pursuant to a power created by agreement or law, puts an end to the contract prior to the stated expiration date. All obligations which are still executory on both sides are discharged but any right based on prior breach or performance survives.

**Trade Secret:** Information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that (a) derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. §87-502(4)).

**Trademark:** A word, phrase, logo, or other graphic symbol used by a manufacturer or vendor to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office.

**Vendor:** An individual or entity lawfully conducting business in the State of Nebraska, or licensed to do so, who seeks to provide goods or services under the terms of a written solicitation.

**Vendor Performance Report:** A report issued to the Contractor by the Commission when products or services delivered or performed fail to meet the terms of the purchase order, contract, and/or specifications. The Commission shall contact the Contractor regarding any such report. The vendor performance report will become a part of the permanent record for the Contractor. The State may require vendor to cure. Two such reports may be cause for immediate termination.

**Will:** See Shall/Will/Must.

**Work Day:** See Business Day.

## I. SCOPE OF THE REQUEST FOR PROPOSAL

The State of Nebraska, Coordinating Commission for Postsecondary Education (also referred to as “the Commission”, “Commission, or “CCPE”), is issuing this Request for Proposal, RFP Number 87164 Z6 for the purpose of selecting a qualified Contractor(s) to provide for the development of a skilled and diverse workforce in the practice of dentistry and oral health care 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 tax exempt professional dental education institutions committed to addressing the critical oral health care needs of the residents of Nebraska. Any resulting contract is not an exclusive contract to furnish the services provided for in this Request for Proposal, and does not preclude the purchase of similar services from other sources.

A contract resulting from this Request for Proposal will be issued for a period ten (10) years effective from the date of award. The contract does not have the option to renew. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Contractor and the State of Nebraska.

### ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT:

<https://ccpe.nebraska.gov/oral-health-training-and-services-fund>

#### A. SCHEDULE OF EVENTS

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change.

	ACTIVITY	DATE/TIME
1.	Release Request for Proposal	July 11, 2016
2.	Last day to submit written questions	December 2, 2016
3.	State responds to written questions through Request for Proposal “Addendum” and/or “Amendment” to be posted to the Internet at: <a href="https://ccpe.nebraska.gov/oral-health-training-and-services-fund">https://ccpe.nebraska.gov/oral-health-training-and-services-fund</a>	Usually within two weeks’ time
4.	Proposal Opening Location: Coordinating Commission for Postsecondary Education 140 N. 8 <sup>th</sup> St., Suite 300 Lincoln, NE 68508	December 30, 2016; 2:00 PM Central Time
5.	Review for conformance of mandatory requirements	January 3, 2017 through January 6, 2017
6.	Evaluation period	January 9, 2017 through January 13, 2017
7.	Intent to Award	January 20, 2017
8.	Contract award issuance	February 1, 2017
9.	Contractor start date	February 1, 2017

## II. PROCUREMENT PROCEDURES

#### A. PROCURING OFFICE AND CONTACT PERSON

Procurement responsibilities related to this Request for Proposal reside with the Coordinating Commission for Postsecondary Education. The point of contact for the procurement is as follows:

Name: Benjamin Civic  
Agency: Coordinating Commission for Postsecondary Education  
Address: 140 N. 8<sup>th</sup> St., Suite 300  
Lincoln, NE 68508

Telephone: 402-471-0026  
Facsimile: 402-471-2886  
E-Mail: [ben.civic@nebraska.gov](mailto:ben.civic@nebraska.gov)

#### B. GENERAL INFORMATION

The Request for Proposal is designed to solicit proposals from qualified vendors who will be responsible for providing oral health services at a reasonable cost. Proposals that do not conform to the mandatory items as indicated in the Request for Proposal may not be considered.

Proposals shall conform to all instructions, conditions, and requirements included in the Request for Proposal. Prospective bidders are expected to carefully examine all documentation, schedules, and requirements stipulated in this Request for Proposal, and respond to each requirement in the format prescribed.

A fixed-price contract will be awarded as a result of this proposal. In addition to the provisions of this Request for Proposal and the awarded proposal, which shall be incorporated by reference in the contract, any additional clauses or provisions required by the terms and conditions will be included as an amendment to the contract.

**C. CUSTOMER SERVICE**

In addition to any specified service requirements contained in this agreement, the Contractor agrees and understands that satisfactory customer service is required. Contractor, its employees, Subcontractors, and agents must be accountable, responsive, reliable, patient, and have well-developed communication skills as set forth by the customer service industry's best practices and processes.

**D. COMMUNICATION WITH STATE STAFF AND EVALUATORS**

From the date the Request for Proposal is issued until a determination is announced regarding the selection of the Contractor, contact regarding this project between potential Contractors and individuals employed by the State is restricted to only written communication with the staff designated above as the point of contact for this Request for Proposal. Bidders shall not attempt to influence in any way, any evaluator involved in this RFP.

**E. WRITTEN QUESTIONS AND ANSWERS**

Any explanation desired by a bidder regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing to the Coordinating Commission for Postsecondary Education and clearly marked "RFP Number 87164 Z6; Oral Health Services Questions". It is preferred that questions be sent via e-mail to [ben.civic@nebraska.gov](mailto:ben.civic@nebraska.gov). Questions may also be sent by facsimile to 402-471-2886, but must include a cover sheet clearly indicating that the transmission is to the attention of Benjamin Civic, showing the total number of pages transmitted, and clearly marked "RFP Number 87164 Z6; Oral Health Services Questions".

It is recommended that Bidders submit questions sequentially numbered, include the RFP reference and page number using the following format.

Question Number	RFP Section Reference	RFP Page Number	Question

Written answers will be provided through an addendum to be posted on the Internet at <https://ccpe.nebraska.gov/oral-health-training-and-services-fund> within the duration shown in the Schedule of Events.

**F. SUBMISSION OF PROPOSALS**

The following describes the requirements related to proposal submission, proposal handling, and review by the State.

To facilitate the proposal evaluation process, one (1) original of the entire proposal must be submitted. Proposals must be submitted by the proposal opening date and time. **A separate sheet must be provided that clearly states which sections have been submitted as proprietary or have copyrighted materials.** All proprietary information the bidder wishes the State to withhold must be submitted in accordance with the instructions outlined in Section III, Proprietary Information. Proposal responses must include the completed Form A, Bidder Contact Sheet. Proposals must reference the Request for Proposal number and be sent to the specified address. Container(s) utilized for original documents should be clearly marked "ORIGINAL DOCUMENTS". Please note that the address label should appear as specified in Section II part A on the face of each container or bidder's bid response packet. Rejected late proposals will be returned to the bidder unopened, if requested within thirty (30) calendar days of delivery, at bidder's expense. If a recipient phone number is required for delivery purposes, 402-471-2847 should be used. The Request for Proposal number must be included in all correspondence.

Emphasis should be concentrated on conformance to the Request for Proposal instructions, responsiveness to requirements, completeness and clarity of content. If the bidder's proposal is presented in such a fashion that makes evaluation difficult or overly time consuming, it is likely that the proposal will be rejected.

**IMPORTANT NOTICE:** Pursuant to Neb. Rev. Stat. §84-602.02, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. All non-proprietary or confidential information as defined by State Law **WILL BE POSTED FOR PUBLIC VIEWING.**



**G. PROPOSAL OPENING**

The sealed proposals will be publicly opened and the bidding entities announced on the date, time, and location shown in the Schedule of Events. Proposals will be available for viewing by those present at the proposal opening. Vendors may also contact the State to schedule an appointment for viewing proposals after the Intent to Award has been posted to the website.

**H. LATE PROPOSALS**

Proposals received after the time and date of the proposal opening will be considered late proposals. Late proposals will not be accepted. Rejected late proposals will be returned to the bidder unopened, if requested within thirty (30) calendar days of delivery, at bidder's expense. The State is not responsible for proposals that are late or lost due to mail service inadequacies, traffic, or any other reason(s).

**I. REJECTION OF PROPOSALS**

The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

**J. MANDATORY REQUIREMENTS**

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 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.

**K. REFERENCE CHECKS**

The State reserves the right to check any reference(s), regardless of the source of the reference information, including but not limited to, those that are identified by the company in the proposal, those indicated through the explicitly specified contacts, those that are identified during the review of the proposal, or those that result from communication with other entities involved with similar projects. The State may use a third-party to conduct reference checks.

Information to be requested and evaluated from references may include, but is not limited to, some or all of the following: financial stability of the company, project description and background, job performed, functional and technical abilities, communication skills and timeliness, cost and schedule estimates and accuracy, problems (poor quality deliverables, contract disputes, work stoppages, et cetera), overall performance, and whether or not the reference would rehire the firm or individual. Negative references may eliminate bidders from consideration for award.

**L. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS**

All bidders should be authorized to transact business in the State of Nebraska and must be a corporation exempt for federal tax purposes under section 501(c)(3) of the Internal Revenue Code. All bidders are expected to comply with all Nebraska Secretary of State Registration requirements. It is the responsibility of the bidder to comply with any registration requirements pertaining to corporations exempt for federal tax purposes under section 501(c)(3) of the Internal Revenue Code. All bidders are required to produce a true and exact copy of its current (within ninety (90) calendar days), valid Certificate of Good Standing or Letter of Good Standing. Further, all bidders shall comply with any and all other applicable Nebraska statutes regarding transacting business in the State of Nebraska. Bidders must submit the above certificate with their bid.

**M. VIOLATION OF TERMS AND CONDITIONS**

Violation of the terms and conditions contained in this Request for Proposal or any resultant contract, at any time before or after the award, shall be grounds for action by the State which may include, but is not limited to, the following:

1. Rejection of a bidder's proposal;
2. Withdrawal of the Intent to Award;
3. Termination of the resulting contract;
4. Legal action;

5. Suspension of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

**III. TERMS AND CONDITIONS**

By signing the “Request for Proposal for Contractual Services” form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the Terms and Conditions unless otherwise agreed to and certifies bidder maintains a drug free work place environment.

Bidders are expected to closely read the Terms and Conditions and provide a binding signature of intent to comply with the Terms and Conditions; provided, however, a bidder may indicate any exceptions to the Terms and Conditions by (1) clearly identifying the term or condition by subsection, and (2) including an explanation for the bidder’s inability to comply with such term or condition which includes a statement recommending terms and conditions the bidder would find acceptable. Rejection in whole or in part of the Terms and Conditions may be cause for rejection of a bidder’s proposal. **Bidders must include completed Section III with their proposal response.**

Any Bidder customer agreement, terms and conditions, user agreement, or other document or clauses offered or purported to be included as a part of this RFP must be acknowledged and accepted in writing by the State and if in conflict with the RFP shall be subordinate to the RFP.

The State of Nebraska is soliciting proposals in response to the RFP. The State of Nebraska will not consider proposals that propose the substitution of the bidder’s contract, user agreements, or terms for those of the State of Nebraska’s. Any Bidder customer agreement, terms and conditions, user agreement, or other document or clauses purported or offered to be included as a part of this RFP must be submitted as an individual clause(s), as either a counter-offer or additional language, each clause must be acknowledged and accepted in writing by the State, and if the Bidder’s clause is later found to be in conflict with the RFP the Bidder’s clause shall be subordinate to the RFP.

**A. GENERAL**

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

The contract resulting from this Request for Proposal shall incorporate the following documents:

1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;
3. The Request for Proposal form and the Contractor’s Proposal, signed in ink;
4. Amendments to RFP and any Questions and Answers; and
5. The original RFP document and any Addenda.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Request for Proposal form and the Contractor’s Proposal, 4) Amendments to RFP and any Questions and Answers, 5) the original RFP document and any Addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Once proposals are opened they become the property of the State of Nebraska and will not be returned.

**B. AWARD**

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

All contracts will be awarded according to law and the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part, and at its discretion, may withdraw or amend the Request for Proposal at any time. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State. The Request for Proposal does not commit the State to award a contract. If, in the opinion of the State, revisions or amendments will require substantive changes in proposals, the due date may be extended.

No bidder shall receive an award amount under this contract of more than eight million dollars. If more than one bidder provides evidence that private or other funds have been received by the bidder as matching funds for this contract in an amount greater than or equal to sixteen million dollars, each such bidder may receive an award amount equal to eight million dollars divided by the number of such bidders. If one bidder qualifies for a contract award amount of less than four million dollars, any other bidder may receive a contract award amount up to eight million dollars minus the amount award to the bidder qualifying for the lowest contract award amount.

If any amount of the matching fund requirement prior to award is deemed ineligible to be counted as match by the State, the bidder's award amount shall be proportionally reduced according to statute.

By submitting a proposal in response to this Request for Proposal, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients.

Once an intent to award decision has been determined, it will be posted to the Internet at: <https://ccpe.nebraska.gov/oral-health-training-and-services-fund>

Any protests must be filed by a bidder within ten (10) business days after the intent to award decision is posted to the Internet. Any protests must also be in writing and forwarded to the Executive Director of the Commission.

**C. MATCHING FUNDS REQUIREMENT**

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

The bidders shall supply matching funds from other sources in a four-to-one ratio with the funds to be awarded by this contract pursuant to Neb. Rev. Stat. § 85-1414.01. The bidders shall specify the source and amount of all matching funds and provide evidence that private or other funds have been received by the bidder as matching funds for this contract. Matching fund documentation must be sufficient to allow for review to ensure all matching funds are preserved and spent for this contract. All matching funds, those not yet expended and those expended, shall be verifiable from the applicant's records throughout the performance period. If the State determines through an audit or other means that an awarded party has not preserved (i.e., used the matching funds for other purposes not reasonably related to this contract) the originally identified matching funds used for this RFP, the awarded party shall reimburse the State twenty-five (25) cents for each matching dollar not preserved.

Contractors must expend all matching fund contributions for this contract prior to the end of the performance period. If Contractor does not expend all matching funds prior to the end of the performance period, bidder shall reimburse the State twenty five (25) cents for each matching dollar not expended.

Matching fund documentation must be clearly and concisely provided in contractor's proposal. This includes, but is not limited to, identifying how and when the matching funds will be spent during the performance period, how the matching funds are necessary and reasonable in light of the oral health goals listed in Neb. Rev. Stat. § 85-

1414.01(2), and an explanation of how these matching funds are being used to offer new and/or expanded oral health services to residents of Nebraska rather than supplanting bidder's existing oral health funding.

**D. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION**

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

The Contractor shall comply with all applicable local, state and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. § 48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for services to be covered by any contract resulting from this Request for Proposal.

**E. PERMITS, REGULATIONS, LAWS**

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

The Contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of the contract. The Contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

**F. OWNERSHIP OF INFORMATION AND DATA**

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

The State of Nebraska shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or derived by the Contractor pursuant to the contract.

The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, and other rights or titles (e.g. rights to licenses transfer or assign deliverables) necessary to execute the contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks, and copyrights that are in any way involved in the contract. It shall be the responsibility of the Contractor to pay for all royalties and costs, and the State must be held harmless from any such claims.

**G. INSURANCE REQUIREMENTS**

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

The Contractor shall not commence work under this contract until all the insurance required hereunder has been obtained and such insurance has been approved by the State. The Contractor shall maintain all required insurance for the life of this contract and shall ensure that the Commission has the most current certificate of insurance throughout the life of this contract. If Contractor will be utilizing any Subcontractors, the Contractor is responsible for obtaining the certificate(s) of insurance required herein under from any and all Subcontractor(s). The Contractor is also responsible for ensuring Subcontractor(s) maintain the insurance required until completion of the contract requirements. The Contractor shall not allow any Subcontractor to commence work on any subcontract until all similar insurance required of the Subcontractor has been obtained and approved by the Contractor. Approval of the insurance by the State shall not limit, relieve, or decrease the liability of the Contractor hereunder.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

Insurance coverages shall function independent of all other clauses in the contract, and in no instance shall the limits of recovery from the insurance be reduced below the limits required by this paragraph.

**1. WORKERS' COMPENSATION INSURANCE**

The Contractor shall take out and maintain during the life of the contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contactors' employees to be engaged in work on the project under the contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. This policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.

**2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE**

The Contractor shall take out and maintain during the life of the contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any Subcontractor performing work covered by the contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under the contract, whether such operation be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury and Contractual Liability coverage. The policy shall include the State, and others as required by the contract documents. This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned and Hired vehicles.

**3. INSURANCE COVERAGE AMOUNTS REQUIRED**

<b>COMMERCIAL GENERAL LIABILITY</b>	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Fire Damage	\$50,000 any one fire
Medical Payments	\$10,000 any one person
Damage to Rented Premises	\$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Contractors	Included
Abuse & Molestation	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
<b>WORKER'S COMPENSATION</b>	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
USL&H Endorsement	Statutory
Voluntary Compensation	Statutory
<b>COMMERCIAL AUTOMOBILE LIABILITY</b>	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
<b>UMBRELLA/EXCESS LIABILITY</b>	
Over Primary Insurance	\$5,000,000
<b>PROFESSIONAL LIABILITY</b>	
Professional liability (Medical Malpractice)	Limits consistent with Nebraska Medical Malpractice
Qualification Under Nebraska Excess Fund	Cap
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim, \$3,000,000 Aggregate
<b>SUBROGATION WAIVER</b>	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
<b>LIABILITY WAIVER</b>	
"Commercial General Liability & Commercial Automobile Liability policies shall be primary and any insurance or self-insurance carried by the State shall be considered excess and non-contributory."	

**4. EVIDENCE OF COVERAGE**

The Contractor shall furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements to the attention of Benjamin Civic at 402-471-2886(fax) or:

Coordinating Commission for Postsecondary Education  
 140 N. 8<sup>th</sup> St, Suite 300  
 Lincoln, NE 68508

These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Notice of cancellation of any required insurance policy must be submitted to the Commission when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

**H. COOPERATION WITH OTHER CONTRACTORS**

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

The State may already have in place or choose to award supplemental contracts for work related to this Request for Proposal, or any portion thereof.

1. The 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.
2. The Contractor shall agree to cooperate with such other Contractors, and shall not commit or permit any act which may interfere with the performance of work by any other Contractor.

**I. INDEPENDENT CONTRACTOR**

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

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under the contract. The Contractor's employees and other persons engaged in work or services required by the Contractor under the contract shall have no contractual relationship with the State; they shall not be considered employees of the State.

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the Contractor, its officers, or its agents) shall in no way be the responsibility of the State. The Contractor will hold the State harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights, or benefits from the State including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay or retirement benefits.

**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.

**K. CONTRACTOR PERSONNEL**

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

The Contractor warrants that all persons assigned to the project shall be employees of the Contractor or specified Subcontractors, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work on the project.

Personnel commitments made in the Contractor's proposal shall not be changed without the prior written approval of the State. Replacement of key personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or Subcontractor employee.

In respect to its employees, the Contractor agrees to be responsible for the following:

1. any and all employment taxes and/or other payroll withholding;
2. any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. damages incurred by the Contractor's employees within the scope of their duties under the contract;
4. maintaining workers' compensation and health insurance and submitting any reports on such insurance to the extent required by governing State law; and
5. determining the hours to be worked and the duties to be performed by the Contractor's employees.

**L. CONTRACT CONFLICTS**

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

Contractor shall ensure that contracts or agreements with sub-contractors and agents, and the performance of services in relation to this contract by sub-contractors and agents, do not conflict with this contract.

**M. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION**

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

The Contractor shall not, at any time prior to RFP opening date and time, recruit or employ any Commission employee or agent who has worked on the Request for Proposal or project, or who had any influence on decisions affecting the Request for Proposal or project.



**N. CONFLICT OF INTEREST**

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

By submitting a proposal, bidder certifies that there does not now exist any relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this Request for Proposal or project.

The bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or appearance of conflict of interest.

The bidder certifies that it will not employ any individual known by bidder to have a conflict of interest.

**O. PROPOSAL PREPARATION COSTS**

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

The State shall not incur any liability for any costs incurred by bidders in replying to this Request for Proposal, or in any other activity related to bidding on this Request for Proposal.

**P. ERRORS AND OMISSIONS**

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

The bidder shall not take advantage of any errors and/or omissions in this Request for Proposal or resulting contract. The bidder must promptly notify the State of any errors and/or omissions that are discovered.

**Q. BEGINNING OF WORK**

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

The bidder shall not commence any contracted work until a valid contract has been fully executed by the State and the successful Contractor. The Contractor will be notified in writing when work may begin.

**R. ASSIGNMENT BY THE STATE**

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

The State shall have the right to assign or transfer the contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder.

**S. ASSIGNMENT BY THE CONTRACTOR**

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

The Contractor may not assign, voluntarily or involuntarily, the contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State.

**T. DEVIATIONS FROM THE REQUEST FOR PROPOSAL**

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

The requirements contained in the Request for Proposal become a part of the terms and conditions of the contract resulting from this Request for Proposal. Any deviations from the Request for Proposal must be clearly defined by the bidder in its proposal and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the Request for Proposal, mandatory requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this RFP, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this RFP. The State discourages deviations and reserves the right to reject proposed deviations.

**U. GOVERNING LAW**

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

The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Request for Proposal or any resultant contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The Contractor must be in compliance with all Nebraska statutory and regulatory law.

**V. ATTORNEY'S FEES**

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

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Contractor agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the State is the prevailing party.

**W. ADVERTISING**

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

The Contractor agrees not to refer to the Contract Award in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State.

**X. SITE RULES AND REGULATIONS**

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

The Contractor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to between the State and the Contractor.

**Y. NOTIFICATION**

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

During the bid process, all communication between the State and a bidder shall be between the bidder's representative clearly noted in its proposal and the procurement contact person noted in Section II. A., Procuring Office and Contact Person, of this RFP. After the award of the contract, all notices under the contract shall be deemed duly given upon delivery to the staff designated as the point of contact for this Request for Proposal, in person, or upon delivery by U.S. Mail, facsimile, or e-mail. Each bidder should provide in its proposal the name, title, and complete address of its designee to receive notices.

1. Except as otherwise expressly specified herein, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth above, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or

communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.

2. Whenever the Contractor encounters any difficulty which is delaying or threatens to delay its timely performance under the contract, the Contractor shall immediately give notice thereof in writing to the State reciting all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the State of any of its rights or remedies to which it is entitled by law or equity or pursuant to the provisions of the contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

For the duration of the contract, all communication between Contractor and the State regarding the contract shall take place between the Contractor and individuals specified by the State in writing. Communication about the contract between Contractor and individuals not designated as points of contact by the State is strictly forbidden.

**Z. EARLY TERMINATION**

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

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided. After such determination, unentitled advanced funds must be returned to the State within thirty (30) calendar days.
3. The State may terminate the contract immediately for the following reasons:
  - a. if directed to do so by statute;
  - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
  - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
  - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
  - e. an involuntary proceeding has been commenced by any party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
  - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
  - g. Contractor intentionally discloses confidential information;
  - h. Contractor has or announces it will discontinue support of the deliverable;
  - i. second or subsequent documented "vendor performance report"; or
  - j. Contractor engaged in collusion or actions which could have provided Contractor an unfair advantage in obtaining this contract.

**AA. BREACH BY CONTRACTOR**

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

The State may terminate the contract, in whole or in part, if the contractor fails to perform its obligations under the contract in a timely and proper manner. The State may, by providing a written notice of default to the Contractor, allow the Contractor to cure a failure or breach of contract within a period of thirty (30) calendar days (or longer at State's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing the Contractor time to cure a failure or breach of contract does not waive the State's right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

**BB. ASSURANCES BEFORE BREACH**

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

If any document or deliverable required pursuant to the contract does not fulfill the requirements of the Request for Proposal/resulting contract, upon written notice from the State, the Contractor shall deliver assurances in the form of additional Contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

**CC. ADMINISTRATION – CONTRACT TERMINATION**

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

Contractor must provide confirmation that in the event of contract termination, all records that are the property of the State will be returned to the State within thirty (30) calendar days. Notwithstanding the above, Contractor may retain one copy of any information as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures.

**DD. PENALTY**

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

In the event that the Contractor fails to perform any substantial obligation under the contract, the State may demand return of all unentitled advanced funds, until such failure is cured or otherwise adjudicated. Failure to meet the dates for the deliverables as agreed upon by the parties may result in an assessment of penalty due to the State of \$1,500.00 dollars per calendar day, until the deliverables are approved. Contractor will be notified in writing when penalty will commence.

**EE. FORCE MAJEURE**

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

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party (“Force Majeure Event”). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the contract if the Contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the Contractor. To obtain release based on a Force Majeure Event, the Contractor shall file a written request for such relief with the Commission. Labor disputes with the impacted party’s own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

**FF. PAYMENT**

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

State will render payment to Contractor within thirty (30) calendar days of contract issuance. Payment will be made by the Commission in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408) if applicable. Contractor shall accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the contract period start date, and the Contractor hereby waives any claim or cause of action for any such services.

**GG. EXPENDITURES & REPORTING REQUIREMENTS**

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

Contractor must report electronically to the Nebraska Legislature within one hundred twenty days, after the expenditure of funds disbursed pursuant to the award contract, detailing the nature of the expenditures made as a result of this contract.

Contractor must annually report electronically to the Nebraska Legislature the charitable oral health services provided in school districts and federally qualified health centers and the number of recipients and the placements of students receiving oral health training at a reduced fee in dental education programs.

Contractor must annually submit to the Commission a detailed report on the status of the deliverables listed in Section IV.

Contractor must only use awarded funds for services and equipment related to the RFP and must not use them for any other program. If any awarded funds are used for equipment, such funds must only be used for patient-centered oral health care equipment, including, but not limited to, dental chairs for patients, lighting for examination and procedure rooms, and other equipment used for oral health services for patients and for training students in dental education programs. Under no circumstances shall awarded funds be used for travel, construction, or any other purpose not directly related to the proposals in RFP.

**HH. RIGHT TO AUDIT**

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

Contractor shall establish and maintain a reasonable accounting system that enables the State to readily audit all components of the contract. The State and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this contract kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors, and Subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence.

Contractor shall, at all times during the term of this contract and for a period of five (5) years after the completion of this contract, maintain such records, together with such supporting or underlying documents and materials. The Contractor shall at any time requested by the State, whether during or after completion of this contract and at Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by the State. Such records shall be made available to the State during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for the State. Contractor shall ensure the State has these rights with Contractor's assigns, successors, and Subcontractors, and the obligations of these rights shall be explicitly included in any Subcontracts or agreements formed between the Contractor and any Subcontractors to the extent that those Subcontracts or agreements relate to fulfillment of the Contractor's obligations to the State.

Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by the State unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Contractor to the State in excess of one-half of one percent (.5%) of the total contract amount, the Contractor shall reimburse the State for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, the Contractor shall reimburse the State for total costs of audit. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed ninety (90) calendar days) from presentation of the State's findings to Contractor.

**II. TAXES**

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

The State is not required to pay taxes of any kind and assumes no such liability as a result of this solicitation. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

**JJ. INSPECTION AND APPROVAL**

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

Final inspection and approval of all work required under the contract shall be performed by the designated State officials. The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or Subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

**KK. CHANGES IN SCOPE/CHANGE ORDERS**

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

The State may, upon the written agreement of Contractor, make changes to the contract within the general scope of the RFP. The State may, at any time work is in progress, by written agreement, make alterations in the terms of work as shown in the specifications, require the Contractor to make corrections, decrease the quantity of work, or make such other changes as the State may find necessary or desirable. The Contractor shall not claim forfeiture of contract by reasons of such changes by the State. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, or a pro-rated value.

Corrections of any deliverable, service or performance of work required pursuant to the contract shall not be deemed a modification.

Changes or additions to the contract beyond the scope of the RFP are not permitted.

**LL. SEVERABILITY**

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

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.



**MM. CONFIDENTIALITY**

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

All materials and information provided by the State or acquired by the Contractor on behalf of the State shall be handled in accordance with federal and state law, and ethical standards. The Contractor must ensure the confidentiality of such materials or information. Should confidentiality be breached by a Contractor; Contractor shall notify the State immediately of said breach and take immediate corrective action.

It is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to Contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a Contractor, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

**NN. PROPRIETARY INFORMATION**

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

Data contained in the proposal and all documentation provided therein, become the property of the State of Nebraska and the data becomes public information upon opening the proposal. If the bidder wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's public record statutes. **All proprietary information the bidder wishes the State to withhold must be submitted in a sealed package, which is separate from the remainder of the proposal, and provide supporting documents showing why such documents should be marked proprietary.** The separate package must be clearly marked PROPRIETARY on the outside of the package. **Bidders may not mark their entire Request for Proposal as proprietary.** Bidder's work plan may not be marked as proprietary information. Failure of the bidder to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other bidders and the public. Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, bidders submitting information as proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

**OO. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING**

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

By submission of this proposal, the bidder certifies that it is the party making the foregoing proposal and that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association,

organization, or corporation; that the proposal is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further that the bidder has not, directly or indirectly, submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

**PP. STATEMENT OF NON-COLLUSION**

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

Bidder shall not collude with, or attempt to collude with, any state officials, employees or agents; or evaluators or any person involved in this RFP. The bidder shall not take any action in the restraint of free competition or designed to limit independent bidding or to create an unfair advantage.

Should it be determined that collusion occurred, the State reserves the right to reject a bid or terminate the contract and impose further administrative sanctions.

It is not the intent of this section to prohibit bidders from working collaboratively to plan a partnership in order to accomplish the deliverables of this RFP.

**QQ. PRICES**

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

All prices, costs, and terms and conditions outlined in the proposal shall remain fixed and valid commencing on the opening date of the proposal until an award is made (and for bidder receiving award, prices shall remain as bid for the duration of the contract unless otherwise so stated in the contract) or the Request for Proposal is cancelled.

Contractor represents and warrants that all prices for services, now or subsequently specified are as low as and no higher than prices which the Contractor has charged or intends to charge customers other than the State for the same or similar products and services of the same or equivalent quantity and quality for delivery or performance during the same periods of time. If, during the term of the contract, the Contractor shall reduce any and/or all prices charged to any customers other than the State for the same or similar products or services specified herein, the Contractor shall make an equal or equivalent reduction in corresponding prices for said specified products or services.

Contractor also represents and warrants that all prices set forth in the contract and all prices in addition, which the Contractor may charge under the terms of the contract, do not and will not violate any existing federal, state, or municipal law or regulations concerning price discrimination and/or price fixing. Contractor agrees to hold the State harmless from any such violation. Prices quoted shall not be subject to increase throughout the contract period unless specifically allowed by these specifications.

**RR. ETHICS IN PUBLIC CONTRACTING**

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

No bidder shall pay or offer to pay, either directly or indirectly, any fee, commission compensation, gift, gratuity, or anything of value to any State officer, legislator, employee or evaluator based on the understanding that the receiving person's vote, actions, or judgment will be influenced thereby. No bidder shall give any item of value to any employee of the Commission or any evaluator.

Bidders shall be prohibited from utilizing the services of lobbyists, attorneys, political activists, or consultants to secure the contract. It is the intent of this provision to assure that the prohibition of state contact during the procurement process is not subverted through the use of lobbyists, attorneys, political activists, or consultants. It is the intent of the State that the process of evaluation of proposals and award of the contract be completed without external influence. It is not the intent of this section to prohibit bidders from seeking professional advice, for example consulting legal counsel, regarding terms and conditions of this Request for Proposal or the format or content of their proposal.

If the bidder is found to be in non-compliance with this section of the Request for Proposal, they may forfeit the contract if awarded to them or be disqualified from the selection process.

**SS. INDEMNIFICATION**

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

**1. GENERAL**

The Contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

**2. INTELLECTUAL PROPERTY**

The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this RFP.

**3. PERSONNEL**

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel provided by the Contractor.

**4. SELF-INSURANCE**

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 *et seq.* and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

**TT. DISASTER RECOVERY/BACK UP PLAN**

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

The Contractor shall have a disaster recovery and back-up plan, which may be requested by the Commission, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under the specifications in the contract in the event of a disaster.

**UU. TIME IS OF THE ESSENCE**

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

Time is of the essence in the contract. The acceptance of late performance with or without objection or reservation by the State shall not waive any rights of the State nor constitute a waiver of the requirement of timely performance of any obligations on the part of the Contractor remaining to be performed.

**VV. DRUG POLICY**

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

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

**WW. EMPLOYEE WORK ELIGIBILITY STATUS**

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

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

**XX. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY**

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

The Contractor, by signature to this RFP, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The Contractor also agrees to include the above requirements in any and all Subcontracts into which it enters. The Contractor shall immediately notify the Commission if, during the term of this contract, Contractor becomes debarred. The Commission may immediately terminate this contract by providing Contractor written notice if Contractor becomes debarred during the term of this contract.

Contractor, by signature to this RFP, certifies that Contractor has not had a contract with the State of Nebraska terminated early by the State of Nebraska. If Contractor has had a contract terminated early by the State of Nebraska, Contractor must provide the contract number, along with an explanation of why the contract was terminated early. Prior early termination may be cause for rejecting the proposal.

**YY. OFFICE OF PUBLIC COUNSEL**

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

If it provides, under the terms of this contract and on behalf of the State of Nebraska, health and human services to individuals; service delivery; service coordination; or case management, Contractor shall submit to the jurisdiction of the Office of Public Counsel, pursuant to Neb. Rev. Stat. §§ 81-8,240 et seq. This section shall survive the termination of this contract and shall not apply if Contractor is a long-term care facility subject to the Long-Term Care Ombudsman Act, Neb. Rev. Stat. §§ 81-2237 et seq. Also see Neb. Rev. Stat. § 73-401.

#### **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 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.

##### **B. 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.

##### **C. DELIVERABLES (REQUIRED)**

1. Provide oral health training at a reduced fee to students in your dental education program who agree to practice dentistry for at least five years after graduation in a dental health profession shortage area as designated by the Nebraska Rural Health Advisory Commission (NRHAC hereinafter) pursuant to Neb. Rev. Stat. § 71-5665. Practicing dentistry means working in a dental health profession shortage area at least twenty-four (24) hours per week. The dental health profession shortage area includes the categories of "General Dentistry" and "Pediatric Dentistry & Oral Surgery" as identified on the Nebraska Rural Health Advisory Commission's "State Designated Shortage Areas – Oral & Allied Health" list.

See [http://dhhs.ne.gov/publichealth/RuralHealth/Documents/ORAL\\_PHARM\\_LISTING.pdf](http://dhhs.ne.gov/publichealth/RuralHealth/Documents/ORAL_PHARM_LISTING.pdf) for this list.

This list is scheduled to be revised on July 1, 2016 by the NRHAC and every three years thereafter. NRHAC's shortage list will not remove shortage areas between the three year revision period if those areas fall outside of the shortage definition. Per NRHAC, shortage areas will only be removed at the next revision date. However, shortage areas may be added to the shortage list within the revision period and during the next official revision. With these details in mind, once a student participant begins practicing in a shortage area this shortage area becomes grandfathered in if the next revision of the NRHAC shortage list removes that chosen area's shortage designation. Contractors may want to offer student participants the opportunity to choose their shortage area up to eighteen (18) months prior to graduation as planning is paramount to their success in a rural setting. If a student participant selects a shortage area designation up to eighteen months prior to graduation then that selection also becomes grandfathered in as a shortage area regardless of future revisions to the NRHAC listing.

2. Provide discounted or charitable oral health services for a minimum of ten years to residents of Nebraska with focus on lower-income and at-risk populations within the state. In addition, the bidder shall submit with proposal at least five letters of intent with school districts or federally qualified health centers as defined in section 1905(1)(2)(B) of the federal Social Security Act, 42 U.S.C. 1396d(1)(2)(B), as such act and section existed on January 1, 2010, in at least five different counties through the state to provide discounted or charitable oral health services for a minimum of ten years.

3. Provide oral health services to residents of Nebraska using telehealth as defined in Neb. Rev. Stat. § 71-8503.

##### **D. PAYMENT SCHEDULE**

If services are contracted, payment will be in the form of a one-time advanced payment to Contractor(s) that provides remittance for the entire performance period of ten years.

Payment will occur within thirty (30) days of Contract Award issuance.

**Form A**

**Bidder Contact Sheet**

**Request for Proposal Number 87164 Z6**

The Bidder Contact Sheet must be completed and submitted with each response to this Request for Proposal. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response. Each bidder shall also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Preparation of Response Contact Information	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

Each bidder shall also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	







## 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**



**Questions related to Matching Component of LB661 (Memo 9-18-15 from Ben Civic)**  
**FROM: UNMC College of Dentistry 11-18-15**

**1. “the Commission will consider a pledge as match”**

- a) What pledge period can be counted – i.e. can pledges made PRIOR to the signing of LB661 be counted? (assumption: intent states for new and/or expanded oral health services)

CCPE Response: Yes, pledges made prior to the effective date of this legislation may be considered as match. However, those pledges still need to conform to the match memo dated September 18, 2015 and the Oral Health fund statute. Donors who already have pledged funds could be approached again so the pledge can meet the memo requirements and now include a purpose – to be used to accomplish oral health goals, specifically those in Neb. Rev. Stat. § 85-1414.01(2). Knowing, however, that some donors cannot be contacted again and earlier pledges were general in nature and left to the discretion of the Dean, the Dean could direct existing pledges to be used specifically as matching funds for this oral health contract. If the Dean directs existing pledges to be used specifically for the oral health contract matching funds, documentation must be sufficient to identify the amount and allow for review to ensure funds are spent in accordance with statute.

- b) Can pledges from “other” entities (other than private donors) also be counted?

CCPE Response: Yes, pledges from other entities may also qualify as match if they comply with statute and the match memo.

**2. “an applicant at the time of application needs to be able to show evidence of match received”**

Response: Ongoing support is required in order for service programs to be sustainable for more than one year. Please elaborate on sustainability and the prohibition of future state appropriations as match.

CCPE Response: Due to the received and evidence standard noted in the match memo and in statute, future state appropriations cannot qualify as match for this oral health contract. You note that ongoing support will be necessary to sustain the program for more than one year. Financial support to implement oral health services, if part of your plan, could be paid from the oral health funds received from the state, as “any funds disbursed pursuant to the contract shall only be used for services and equipment related to the proposals in the plan.” Neb. Rev. Stat. § 85-1414.01(6). In order to carry out your services in the contract, there would necessarily be some administrative costs that would be appropriate to have included in the contract. This may help alleviate the need to use match funds to carry out the actual services included in the contract.

**3. “match must be used to offer new and/or expanded oral health services to residents of Nebraska”**

Question: Can matching funds from the institution be used to support expansion of the infrastructure in order to expand current clinical capacity? This would allow for new/expanded clinical services and opportunity to treat more Nebraska patients.



CCPE Response: Certainly. The oral health fund statute only limits oral health funds received from the state to services and equipment whereas there is no limitation on the use of match dollars as long as they are used for this contract and comply with statute and the match memo.

**ADDITIONAL QUESTIONS:**

1. Would revenue from various sources that is received during the performance period count as “other support”?

CCPE Response: Revenue received during the performance period of the contract would not qualify as match as it fails to meet the received and evidenced standard at the time of application. However, if you are generating revenue now and that revenue is in some type of reserve fund, it could then qualify as match as it has been received and can be evidenced at the time of application. Documentation must be sufficient to identify the amount and allow for review to ensure funds are spent in accordance with statute.

2. Would our internal costs for running community dental care services count as “other support” (i.e. supplies, radiographs, sterilization, travel, housing, gas)

CCPE Response: These expenses would occur during the performance period of the contract and thus the underlying funds could not be shown to have been received at the time of application.

3. LB661 currently states, “The plan shall include (a) a proposal to provide oral health training at a reduced fee to students in dental education programs who agree to practice dentistry for at least five years after graduation in a dental health profession shortage area designated by the Nebraska Rural Health Advisory Commission pursuant to section 71-5665. Questions and comments related to this:
  - a. There are already state plans in existence to reduce student loans for students practicing in these areas. Can partnerships be established with state programs such that reduction in student loans could be offered as part of a program and managed by the state in lieu of reduced tuition?

CCPE Response: The oral health statute instructs the applicant’s plan to include oral health training at a reduced fee. CCPE does not have the discretion to change that piece to a loan forgiveness program.

- b. Regarding the five year pay-back – can 1-3 years of a residency or specialty program where a student rotates in different communities of need while in a residency count toward the five year pay-back?
- c. If the plan remains as a plan with “reduced tuition”,
  - i. How many students must be offered reduced tuition?
  - ii. What constitutes “reduced”?

CCPE Response: Neb. Rev. Stat. § 85-1414.01(5) states the plan shall include oral health training at a reduced fee to students in dental education programs who agree to practice dentistry for at least five years after graduation. It is our understanding residency begins after graduation and therefore could count towards the five year requirement. Please note, the time spent practicing dentistry in a shortage area as designated by the Nebraska Rural Health Advisory Commission during residency would count toward the five year requirement. However, if a resident practices dentistry in a non-shortage area that time would not be counted. The formerly mentioned statute also specifies that reduced fee training is to be provided to “students” and therefore an applicant must offer this training to at least two students. Because the term “reduced” is not defined, training that costs less (in any amount greater than zero) than the going rate would be considered reduced. However, the success of the reduced tuition plan would depend on an appropriate amount to induce the student to participate.



Original RFP document Addenda (#5 in Contract Award 75591 04)

TO: Prospective Oral Health Fund applicants  
FROM: Ben Civic, Occupational Education Specialist  
DATE: September 18, 2015  
RE: Matching component

The purpose of this letter is to provide prospective applicants to the Oral Health Training and Services Fund additional information on the match component of a proposal. The Coordinating Commission for Postsecondary Education (Commission) has been charged with administering the fund to contract for reduced-fee and charitable oral health services, oral health workforce development, and oral health services using telehealth pursuant to Nebraska Revised Statute § 85-1414.01(3). The Commission recently had the opportunity to confer with the Attorney General's Office on this contract and this memorandum is a result of that conversation.

*Match includes private or other funds:*

The contract for oral health services requires that applicants provide matching funds from private or other sources in a four-to-one ratio with the funds to be disbursed under the contract. Neb. Rev. Stat. § 85-1414.01(7). The Oral Health Fund legislation fails to define private funds so the plain meaning – funds which do not associate in any way with the government sector – will be applied. A donor pledge is an example of a private fund that could be used for matching purposes. A donor pledge would be acceptable as match if the pledge is a legally enforceable written promise to pay a specific amount of money during the proposal performance period. The Commission will consider a pledge as match only if the applicant certifies that (1) the pledge is legally enforceable, and (2) the donor is obligated to pay the pledge during the performance period. In the event a donor fails to pay a pledge, the applicant must enforce the pledge, substitute other gift funds, or return to the Commission the appropriate amount of funds received. The proposal performance period is at a minimum ten years pursuant to the obligation of the applicant to provide charitable oral health services for a minimum of ten years. Neb. Rev. Stat. § 85-1414.01(4).

The Oral Health Fund legislation also does not define “other sources” and therefore a broad interpretation should be applied. Federal and state funding sources could be used to satisfy your match requirement. However, if either federal or state appropriations are submitted as matching funds they must be current awarded federal funds or current appropriated funds. Future federal grant funds or future legislative appropriations will not count as match. This is due to the oral health statute, while describing the process of determining the award amount when multiple applicants meet eligibility requirements, stating that an applicant also needs to provide “evidence that private or other funds have been **received** by the applicant as matching funds.” (emphasis added) Neb. Rev. Stat. § 85-1414.01(7). The operative word here is “received.” This word by its very nature connotes past tense – that an applicant at the time of application needs to be able to show evidence of match received. Potential future federal awards and future

state appropriations therefore could not then be “received” by an applicant at the time of application.

*Match does not include in-kind contributions or unrecovered indirect costs*

Given the previous discussion regarding match as having been received at the time of application, in-kind contributions throughout the performance period would not qualify as having been received nor would they be able to be evidenced at the time of application. Therefore, in-kind contributions would not be able to be used to satisfy matching requirements.

Similarly, unrecovered indirect costs would not be able to be used towards your matching requirement as they also fail the received and evidenced standard.

*General match requirements*

The Commission has developed a few additional comments regarding match.

- An applicant for oral health funds must specify the source and amount of all matching funds. Neb. Rev. Stat. § 85-1414.01(7).
- An applicant must also identify how and when the match will be spent during the performance period of ten years.
- Matching funds must be necessary and reasonable for proper and efficient accomplishment of the oral health goals listed in Neb. Rev. Stat. § 85-1414.01(2).
- In addition, using those legislative goals mentioned immediately above, match cannot supplant existing oral health funding – match must be used to offer new and/or expanded oral health services to residents of Nebraska. For example, if you are already providing charitable dental services, the Commission expects only new additional funding and expansion of this project will count towards match.
- And finally, match must be verifiable from the applicant’s records throughout the performance period.

*Closing thoughts*

These comments on the match requirement are likely to be incorporated into the request for proposal. The Commission has identified the match component as a critical piece of the proposal which will ultimately determine the amount of oral health funds an applicant qualifies to receive. Therefore, providing some guidance on match now will hopefully help prospective applicants determine their matching ability. Additional commentary on match is certainly possible as the Commission and the applicants work through this process. The Commission welcomes commentary regarding this match document.