

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES
DENTAL SERVICE CONTRACTOR, TO INCLUDE SEDATION DENISTRY
ISSUED BY DIVISION OF DEVELOPMENTAL DISABILITIES SERVICES
CONTRACT NUMBER HSS-18-018**

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I. Overview

The State of Delaware Department of Division of Developmental Disabilities Services (DDDS), seeks professional services to provide dental care for persons with developmental disabilities. DDDS is committed to improving access to dental and oral health services to persons with developmental disabilities. Lack of oral health can have serious consequences. As such, DDDS is looking to partner with Dental Vendors in the community to help eliminate persistent and systemic barriers that limit persons with developmental disabilities access to oral health care. This request for proposals (“RFP”) is issued pursuant to 29 *Del. C.* §§ [6981 and 6982](#).

The proposed schedule of events subject to the RFP is outlined below:

Public Notice	Date: 05/14/2018
Deadline for Questions	Date: 05/21/2018
Response to Questions Posted by:	Date: 05/25/2018
Deadline for Receipt of Proposals	Date: 06/11/2018 at 11:00 AM (Local Time)
Estimated Notification of Award	Date: 06/18/2018

Each proposal must be accompanied by a transmittal letter which briefly summarizes the proposing firm’s interest in providing the required professional services. The transmittal letter

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must also clearly state and justify any exceptions to the requirements of the RFP which the applicant may have taken in presenting the proposal. (Applicant exceptions must also be recorded on Attachment 3).

Additionally **Appendix “B”** Template has been attached for proposal submission purposes. Dental Vendors interested in working with the Division of Developmental Disabilities must complete this form.

This is an open and continuous RFP. **Following this initial advertisement, the DIVISION will accept applications between March 1st and March 31st and September 1st through September 30th of each calendar year. Awarded Vendors will be notified within 30 days of the submission deadline.**

The State of Delaware reserves the right to deny any and all exceptions taken to the RFP requirements.

MANDATORY PREBID MEETING

A mandatory pre-bid meeting has not been established for this Request for Proposal.

II. Scope of Services

A. Description of Services:

1. All dental services will be provided consistent with applicable regulations, standards, and procedures governing the best practice of dentistry.
2. The Awarded Vendor determines the client’s dental status through dental examinations and diagnostic tests.
3. The Awarded Vendor will develop a dental treatment plan for each individual referred by the DIVISION based on industry-standard dental examinations and diagnostic tests. The treatment plan must include the dental procedure code, procedure code description, tooth number, tooth surface, Medicaid fee charged and invoice number. All DDDS consumers served must have a treatment plan regardless of the cost of service.
 - a. All treatment plans must be approved by the DIVISION prior to dental services being rendered under the plan. **Appendix “C”**. Awarded Vendors are required to submit treatment plans on this form.
 - b. Treatment plans with service code D999 must be itemized.
 - c. If, during a visit using sedation, something is found that requires attention at that moment and it makes the treatment exceed \$2,000, verbal approval should be sought from the Regional Nursing Supervisor or Designee.
 - d. Neither the DIVISION nor the individual will be responsible for services provided without an approved treatment plan.

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4. In the event no other insurance or payment sources are available, the DIVISION will reimburse the Awarded Vendor for one diagnostic oral examination and one routine oral prophylaxis intervention per year. More frequent routine procedures may be proposed by the Dental Provider in a client's treatment plan, with appropriate diagnosis and may be covered by the DIVISION if approved by the Division Director or Contract Manager
5. Provide authorized dental services in accordance with provisions set forth by the State of Delaware Code, Title 24 Professional and Occupations, Chapter 11 Dentistry and Dental Hygiene which can be referenced at (Ctrl + Click):

[TITLE 24 - CHAPTER 11. DENTISTRY AND DENTAL HYGIENE - Subchapter II. Dentistry and Dental Hygiene](#)

6. Instruct DIVISION representatives in the proper follow-through of prescribed health regimens.
7. Ensure proper consent for services is obtained for any services before that service is rendered. The person receiving the service can only provide informed consent if the Awarded Vendor has assured him or herself of the person's mental capacity to render such a decision and also assured them self that the person does not have a legal guardian. If the person has a legal guardian, then the legal guardian should be contacted to provide the proper consent. If the person does not have the mental capacity required to exercise that function on their own behalf, but does not have a legal guardian, then an 'alternative decision maker' as defined in State of Delaware Statute must provide the informed consent function. If the person does not have the mental capacity required to exercise that function and does not have a legal guardian nor an 'alternative decision maker' as defined in State of Delaware Statute, then the Case Manager should be contacted in order to obtain a legal guardian or contact the Director's Office in order to obtain the proper informed consent decision.
8. Before providing conscious sedation to a DDDS client, the dental service provider shall exhaust all other reasonable measures. Awarded Vendor should follow best practice standards regarding the safe and effective use of conscious sedation.
9. During any dental procedure where conscious sedation is used, the Awarded Vendor shall assess the level of consciousness and respiratory/airway status of an individual before the individual leaves the treatment facility. Any decrease in the level of consciousness or respiratory airway function will be addressed prior to the individual being cleared to return home

B. CONTRACTOR Responsibilities:

1. The Awarded Vendor will validate all dentists and dental hygienists are licensed by the State of Delaware Division of Professional Regulation Board of Dentistry and Dental Hygiene and in good standing. **Credentials will be submitted to the State of Delaware on an annual basis.**
2. The Awarded Vendor will make an effort to recruit dentists that are receiving State Loan Repayment Program (SLRP) funds from the state. The Awarded Vendor will be

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responsible for completing the mandatory SLRP survey in order to continue to receive his/her loan repayment funds.

3. The Awarded Vendor must be enrolled with Delaware Medicaid and Medical Assistance. To enroll refer to link below (Ctrl + Click)

[Provider Enrollment](#)

4. If an Awarded Vendor does not obtain authorization from the DDDS, reimbursement of services will not be paid. In order to process a prior authorization, the Awarded Vendor should provide a detailed written description of requested services to the Regional Contract Manager as follows:

- a. New Castle County: Sharon Bertin RN Supervisor
P: 302-836-2100 / Fax 302-836-2645
Email: Sharon.Bertin@state.de.us
- b. Kent County: Laura Williams, RN Supervisor
P: 302-933-3104 / Fax: 302-934-6193
Email: Laura.Williams@state.de.us
- c. Sussex County: Laura Williams, RN Supervisor
P: 302-933-3104 / Fax: 302-934-6193
Email: Laura.Williams@state.de.us

5. Dental services not specified on the list of routine and customary procedures may be considered for payment by the DIVISION on a case by case basis. These must be approved by the Division Director or designee prior to the provision of service. Procedures for requesting authorization from the Director will be provided to contracted dentists. Unit cost payment for such procedures will be based on the Delaware Medicaid Dental Fee Schedule.
6. The dental surgical procedure codes D7230, D7240 & D7241 (MARKED WITH AN *) are considered a medical (as opposed to dental) service and billed to the individual's Managed Care Organization (MCO) as indicated on their Medicaid card. These codes require prior approval from Medicaid for tooth 1, 16, 17 and 32. The dental service provider must submit claims for these procedures provided to Medicaid eligible individuals to Delaware Medicaid's fiscal agent, and not to DDDS. Reference link below to the DMAP Dental Manual for the Medicaid prior approval process (Ctrl + Click)

[Delaware Medical Assistance Portal Document Repository](#)

7. The Awarded Vendor will bill the DIVISION timely, accurately, and in accordance with the State of Delaware Budget and Accounting rules.
 - a. The DIVISION will not accept Insurance claims forms (CMS 1500) as a substitute for an invoice.
 - b. The DIVISION will not pay for missed/no show appointments.

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- c. The Awarded Vendor must submit expenditures on a one invoice per consumer basis to the DIVISION within thirty (30) days of providing service. If CONTRACTOR is billing for DIVISION clients who have other insurance, modest delays in submission will be acceptable not to exceed (60) days.
- d. Awarded Vendors will submit invoices electronically to the following individuals:
 - i. New Castle County: Olivia Gray
P: 302- 836-2159 / Fax 302-836-2645
Email: DDDS_PSDV@state.de.us
 - ii. Kent County: Chaunda Matthews
P: 302-933-3101 / Fax 302-934-6193
Email: Chaunda.Matthews@state.de.us
 - iii. Sussex County: Chaunda Matthews
P: 302-933-3101 / Fax 302-934-6193
Email: Chaunda.Matthews@state.de.us
- e. The Awarded Vendor is expected to present invoices in the following manner:
 - i. Invoices submitted to the DIVISION must reference Awarded Vendor name, address, tax ID number, unique invoice number, invoice date, date of service, detailed itemization of services provide to include the dental procedure code, the procedure code description, tooth surface, tooth number, the units provided, and the Medicaid rate.
 - ii. In the event other insurance payments were collected to offset consumer overall total expenditure, this information must be listed on the invoice too and subtracted from the Medicaid rate being billed to the DIVISION.
 - iii. The DIVISION has developed an invoice template attached as **Appendix "D"**. Awarded Vendor must use template when submitting payment.
- f. A copy of treatment plan must accompany the individual's invoice for the service rendered. Neither the DIVISION nor the individual will be responsible for services provided without prior authorization.
- g. The DIVISION is the payer of last resort. The Awarded Vendor must exhaust all other sources of legally liable third party payment including dental or medical insurance under which the client is covered. Payment for services provided is to be submitted to Medicaid, Medicare or private insurance before submission to the DIVISION.
- h. Dental services provided to Medicaid eligible DIVISION clients who were not age 21 as of the date of service must be billed to DXC to Delaware Medicaid State Plan and are paid on a fee for service basis. The DIVISION WILL NOT assume financial responsibility for these cases.

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- i. Dental service vendor must agree to accept payment from the DIVISION using the Delaware Medicaid State Plan Dental Fee Schedule. Dental rates may be revised during the contract period.
- j. For dental services billed to the DIVISION, the Awarded Vendor must agree to accept payment in full and shall not seek supplemental payment from the consumer or family. Awarded Vendors are required to exhaust payment from legally liable third parties before billing DDDS for dental services.
- k. Only those dental care and treatment services on the list following of routine and customary procedures will be covered by the DIVISION.

ROUTINE AND CUSTOMARY PROCEDURES PER MEDICAID DENTAL FEE SCHEDULE

The Division of Developmental Disabilities Services (DDDS) provides the Dental Fee Schedule from the Delaware Medical Assistance Portal (DMAP) to provide a listing of dental service procedure codes. Services may be added or removed at any time. It is the CONTRACTOR'S responsibility to periodically assess agreement between the list below and what is actually published on the DMAP website.

Historical and Current Dental Medicaid Fee Schedules can be viewed within the Delaware Medicaid Assistance Portal (DMAP) available on the DMAP website at:

[Delaware Medical Assistance Portal Document Repository](#)

PROCEDURE CODE	PROCEDURE CODE DESCRIPTION
D0120	PERIODIC ORAL EVALUATION
D0140	LIMIT ORAL EVAL PROBLEM FOCUS
D0145	ORAL EVALUATION, PT < 3YRS.
D0150	COMPREHENSIVE ORAL EVALUATION – ANNUALLY
D0160	ENTENSV ORAL EVAL PROB FOCUS
D0170	RE-EVAL, EST PT, PROBLEM FOCUS
D0180	COMPREHENSIVE PERIODIC EVALUATION
D0210	INTRAORAL COMPLETE FILM SERIES
D0220	INTRAORAL PERIAPICAL FIRST
D0230	INTRAORAL PERIAPICAL EA ADD
D0240	INTRAORAL - OCCLUSAL FILM
D0250	EXTRAORAL - EA ADD
D0270	DENTAL BITEWINGS SINGLE FILM
D0272	DENTAL BITEWINGS TWO FILMS
D0273	DENTAL BITEWINGS - THREE FILMS
D0274	DENTAL BITEWINGS FOUR FILMS
D0277	VERT BITEWINGS 7 TO 8 IMAGES
D0322	DENTAL TOMOGRAPHIC SURVEY
D0330	DENTAL PANORAMIC FILM
D0350	ORAL/FACIAL PHOTO IMAGES

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D0999	UNSPECIFIED DIAGNOSTIC PROCEDURE, BY REPORT
D1110	DENTAL PROPHYLAXIS ADULT
D1120	DENTAL PROPHYLAXIS CHILD
D1206	TOPICAL FLUORIDE VARNISH
D1208	TOPICAL APP FLUORIDE EX VRNSH
D1351	DENTAL SEALANT PER TOOTH
D1510	SPACE MAINTAINER FXD UNILAT
D1515	FIXED BILAT SPACE MAINTAINER
D1550	RECENT SPACE MAINTAINER
D1555	REMOVE FIX SPACE MAINTAINER
D2140	AMALGAM ONE SURFACE
D2150	AMALGAM TWO SURFACES
D2160	AMALGAM THREE SURFACES
D2161	AMALGAM 4 OR > SURFACES
D2330	RESIN ONE SURFACE-ANTERIOR
D2331	RESIN TWO SURFACES-ANTERIOR
D2332	RESIN THREE SURFACES-ANTERIOR
D2335	RESIN 4/> SURF OR W INCIS AN
D2390	ANT RESIN-BASED CMPST CROWN
D2391	POST 1 SRFC RESIN BASED CMPST
D2392	POST 2 SRFC RESIN BASED CMPST
D2393	POST 3 SRFC RESIN BASED CMPST
D2394	POST >= 4 SRFC RESIN BASED CMPST
D2710	CROWN RESIN-BASED INDIRECT
D2751	CROWN PORCELAIN FUSED BASE
D2752	CROWN PORCELAIN W/ NOBLE METAL
D2791	CROWN FULL CAST BASE METAL
D2792	CROWN FULL CAS NOBLE METAL
D2799	PROVISIONAL CROWN
D2910	RECEMENT INLAY ONLY OR PART
D2915	RECEMENT CAST OR PREFAB POST
D2920	RECEMENT OR RE-BOUND CROWN
D2930	PREFAB STNLSS STEEL CRWN PRI
D2931	PREFAB STNLSS STEEL CROWN PE
D2932	PREFABRICATED RESIN CROWN
D2933	PRFAB STAINLESS STEEL CROWN
D2940	PRTECTIVE RESTORATION
D2950	CORE BUILD-UP INCL ANY PINS
D2951	TOOTH PIN RETENTION
D2952	POST AND CORE CAST + CROWN
D2953	EACH ADDTNL CAST POST
D2954	PREFAB POST/CORE + CROWN
D2955	POST REMOVAL
D2957	EACH ADDTNL PREFAB POST

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D2980	CROWN REPAIR
D2999	DENTAL UNSPEC RESTORATIVE PR
D3220	THERAPEUTIC PULPOTOMY
D3221	GROSS PULPAL DEBRIDMENT
D3222	PART PULP FOR APEXOGENESIS
D3230	PULPAL THERAPY ANTERIOR PRIM
D3240	PULPAL THERAPY POSTERIOR PRIM
D3310	END THXPY, ANTERIOR TOOTH
D3320	END THXPY, BICUSPID TOOTH
D3330	END THXPY, MOLAR
D3332	INCOMPLETE ENDODONTIC TX
D3333	INTERNAL ROOT REPAIR
D3346	RETREAT ROOT CANAL ANTERIOR
D3347	RETREAT ROOT CANAL BICUSPID
D3348	RETREAT ROOS CANAL MOLAR
D3351	APEXIFICATION/RECALC INITIAL
D3352	APEXIFICATION/RECALC INTERIM
D3353	APEXIFICATION/RECALC FINAL
D3410	APICOECTOMY - ANTERIOR
D3421	ROOT SURGERY BICUSPID
D3425	ROOT SURGERY MOLAR
D3426	ROOT SURGERY EA ADD ROOT
D3430	RETROGRADE FILLING
D3999	ENDODONTIC PROCEDURE
D4210	GINGIVECTOMY/PLASTY 4 OR MORE
D4211	GINGIVECTOMY/PLASTY 1 TO 3
D4212	GINGIVECTOMY/PLASTY REST
D4260	OSSEOUS SURGERY 4 OR MORE
D4261	OSSEOUS SURGERY 1 TO 3 TEETH
D4263	BONE REPLCE GRAFT FIRST SITE
D4264	BONE REPLCE GRAFT EACH ADD
D4265	BIO MTRLS TO AID SOFT/OS REG
D4266	GUIDED TISS REGEN RESORBLE
D4267	GUIDED TISS REGEN NONRESORBLE
D4270	PEDICAL SOFT TISSUE GRAFT PR
D4273	AUTO TISSUE GRAFT 1 ST TOOTH
D4274	MESIAL/DISTAL WEDGE PROC
D4275	NON-AUTO GRAFT 1 ST TOOTH
D4276	CON TISSUE W DBLE PED GRAFT
D4320	PROVISIONAL SPLINTING -INTRACORONAL
D4321	PROVISIONAL SPLINTING -EXTRACORONAL
D4341	PERIODONTAL SCALING & ROOT PLAN -4 OR MORE
D4342	PERIODONTAL SCALING & ROOT PLAN - 1 TO 3
D4355	FULL MOUTH DEBRIDEMENT
D4910	PERIODONTAL MAINTENANCE
D4920	UNSCHEDULED DRESSING CHANGE
D4999	UNSPECIFIED PERIODONTAL PROCEDURE, BY REPORT
D5110	DENTURES COMPLETE MAXILLARY

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D5120	DENTURES COMPLETE MANDIBLE
D5211	DENTURES MAXILL PART RESIN
D5212	DENTURES MAND PART RESIN
D5213	DENTURES MAXILL PART METAL
D5214	DENTURES MADIBL PART METAL
D5225	MAXILLARY PART DENTURE FLEX
D5226	MANDIBULAR PART DENTURE FLEX
D5410	DENTURES ADJUST CMPLT MAXIL
D5411	DENTURES ADJUST CMPLT MAND
D5421	DENTURES ADJUST PART MAXIL
D5422	DENTURES ADJUST PART MAND
D5510	DENTURE REPR BROKEN COMPL BAS
D5520	REPLACE DENTRUE TEETH COMPLT
D5610	DENTURES REPAIR RESIN BASE
D5620	REP PART DENTRUE CAST FRAME
D5630	REP PARTIAL DENTURE CLASP
D5640	REPLACE PART DENTURE TEETH
D5650	ADD TOOTH TO PARTIAL DENTURE
D5660	ADD CLASP TO PARTIAL DENTURE
D5670	REPLC TTH&ACRLC ON MTL FRMWK
D5671	REPLC TTH&ACRLC MANDIBULAR
D5730	DENTURE RELN CMPLT MAXIL CH
D5731	DENTURE RELN CMPLT MAND CHR
D5740	DENTURE RELN PART MAXIL CHR
D5741	DENTURE RELN PART MAND CHR
D5750	DENTURE RELN CMPLT MAX LAB
D5751	DENTURE RELN CMPLT MAND LAB
D5760	DENTURE RELN PART MAXIL LAB
D5761	DENTURE RELN PART MAND LAB
D5810	DENTURE INTERM CMPLT MAXILL
D5811	DENTURE INTERM CMPLT MANDBL
D5820	DENTURE INTERM PART MAXILL
D5821	DENTURE INTERM PART MANDBL
D5850	DENTURE TISS CONDITN MAXILL
D5851	DENTURE TISS CONDITN MANDBL
D5937	TRISMUS APPLIANCE
D5986	FLUORIDE APPLICATOR
D5991	VESICULOBULLOUS DISEASE CARR
D6211	BRIDGE BASE METAL CAST
D6212	BRIDGE NOBLE METAL CAST
D6241	BRIDGE PORCELAIN BASE METAL
D6242	BRIDGE PORCELAIN NOBEL METAL
D6545	DENTAL RETAINR CAST METL
D6751	CROWN PORCELAIN BASE METAL
D6752	CROWN PORCELAIN NOBLE METAL
D6791	CROWN FULL BASE METAL CAST
D6792	CROWN FULL NOBLE METAL CAST

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D6930	RECEMENT/BOND PART DENTURE
D6980	FISXED PARTIAL REPAIR
D7111	EXTRACTION, CORONAL REMNANTS
D7140	EXTRACTION, ERUPTED TOOTH/EXPOSED ROOT
D7210	SURGICAL REMOVAL OF ERUPTED TOOTH
D7220	REMOVAL OF IMPACTED TOOTH-SOFT TISSUE
* D7230	REMOVAL OF IMPACTED TOOTH-PARTIALLY BONY
* D7240	REMOVAL OF IMPACTED TOOTH-COMPLETELY BONY
* D7241	REMOVAL OF IMPACTED TOOTH-COMPLETELY BONY W/UNUSUAL
D7250	TOOTH ROOT REMOVAL
D7270	TOOTH REIMPLANTATION
D7272	TOOTH TRANSPLANTATION
D7280	EXPOSURE OF UNERUPTED TOOTH
D7282	MOBILIZE ERUPTED/MALPOS TOO H
D7283	PLACE DEVICE IMPACTED TOOTH
D7310	ALVEOLOPLASTY W/ EXTRACTION
D7320	ALVEOLOPLASTY W/O EXTRACTION
D7510	INCISION & DRAINAGE OF ABSCESS -INTRAORAL SOFT TISSUE
D7511	INCISION & DRAINAGE OF ABSCESS -COMPLICATED -INTRAORAL
D7520	INCISION & DRAINAGE OF ABSCESS -EXTRAORAL SOFT TISSUE
D7521	INCISION & DRAINAGE OF ABSCESS -COMPLICATED -EXTRAORAL
D7910	DENT SUTUR RECENT WND TO 5CM
D7960	FRENULECTOMY/FRENECTOMY
D7970	EXCISION OF HYPERPLASTIC TISSUE -PER ARCH
D7971	EXCISION OF PERICORONAL GINGIVA
D8020	LIMITED DENTAL TX TRANSITION
D8090	COMPRE DENTAL TX ADULT
D8660	PREORTHODONTIC TX VISIT
D8670	PERIODIC ORTHODONTIC TX VISIT
D8680	ORTHODONTIC RETENTION
D8692	REPLACEMENT RETAINER
D9110	TX DENTAL PAIN MINOR PROC
D9120	FIX PARTIAL DENTURE SECTION
D9221	GENERAL ANESTHESIA EACH 15M
D9223	ANALGESIA
D9248	SEDATION (NOV-IV)
D9440	OFFICE VISIT -AFTER HOURS
D9610	DENT THERAPEUTIC DRUG INJECT
D9612	THERA PAR DRUGS 2 OR > ADMIN
D9920	BEHAVIOR MANAGEMENT
D9930	TREATMENT OF COMPLICATIONS (POST SURGICAL)
D9940	DENTAL OCCLUSAL GUARD

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III. Required Information

The following information shall be provided in each proposal in the order listed below. Failure to respond to any request for information within this proposal may result in rejection of the proposal at the sole discretion of the State.

- a. CONTRACTOR will submit **Appendix "A"** by attaching copies of the following documentation:
 - i. CONTRACTOR shall furnish the DIVISION with proof of State of Delaware Business Licensure.
 - ii. CONTRACTOR shall provide proof of Professional Liability via Certificate of Insurance and amount of insurance shall be furnished to the DIVISION prior to the start of the contract period and shall be no less than as identified in the bid solicitation, Section D, Item 7, subsection g (insurance).
 - iii. CONTRACTOR shall provide proof of General Liability via Certificate of Insurance or Miscellaneous Omissions and amount of insurance shall be furnished to the DIVISION prior to the start of the contract period and shall be no less than as identified in the bid solicitation, Section D, Item 7, subsection g (insurance).
 - iv. CONTRACTOR shall provide a business Organization Chart listing all dentists in their practice.
 - v. CONTRACTOR shall provide copies of licenses for all dental professionals named on their Organizational Chart.
- b. CONTRACTOR shall provide responses to the Request for Proposal (RFP) by fully completing Proposal Form attached as Appendix "B"
- c. CONTRACTOR shall complete RFP Attachments 2, 3, 4, 5 & 9

B. GENERAL EVALUATION REQUIREMENTS

1. Appropriate Submission of Documents listed in Part III, Section A, Part 1, Items a-e
2. Appropriate Submission of Appendix B RFP Template
3. Presentation of RFP Attachments 2, 3, 4, 5 and 9

IV. Professional Services RFP Administrative Information

A. RFP Issuance

1. **Public Notice**
Public notice has been provided in accordance with 29 *Del. C.* [§6981](#).
2. **Obtaining Copies of the RFP**

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This RFP is available in electronic form through the State of Delaware Procurement website at www.bids.delaware.gov . Paper copies of this RFP will not be available.

3. Assistance to Vendors with a Disability

Vendors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the Designated Contact no later than ten days prior to the deadline for receipt of proposals.

4. RFP Designated Contact

All requests, questions, or other communications about this RFP shall be made in writing to the State of Delaware. Address all communications to the person listed below; communications made to other State of Delaware personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the vendor. Vendors should rely only on written statements issued by the RFP designated contact.

Hubert Daniel, Management Analyst III
Division of Developmental Disabilities Services
Office of Budget, Contracts and Business Services
1054 South Governor's Avenue
Dover, DE 19901
Hubert.Daniel@state.de.us

To ensure that written requests are received and answered in a timely manner, electronic mail (e-mail) correspondence is acceptable, but other forms of delivery, such as postal and courier services can also be used.

5. Consultants and Legal Counsel

The State of Delaware may retain consultants or legal counsel to assist in the review and evaluation of this RFP and the vendors' responses. Bidders shall not contact the State's consultant or legal counsel on any matter related to the RFP.

6. Contact with State Employees

Direct contact with State of Delaware employees other than the State of Delaware Designated Contact regarding this RFP is expressly prohibited without prior consent. Vendors directly contacting State of Delaware employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing that business.

7. Organizations Ineligible to Bid

Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subcontractors currently debarred or suspended is ineligible to bid. Any entity ineligible to conduct business in the State of Delaware for any reason is ineligible to respond to the RFP.

8. Exclusions

The Proposal Evaluation Team reserves the right to refuse to consider any proposal from a vendor who:

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- a. Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract:
- b. Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor:
- c. Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes:
- d. Has violated contract provisions such as;
 - 1) Knowing failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - 2) Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;
- e. Has violated ethical standards set out in law or regulation; and
- f. Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

B. RFP Submissions

1. Acknowledgement of Understanding of Terms

By submitting a bid, each vendor shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and exhibits hereto, and has fully informed itself as to all existing conditions and limitations.

2. Proposals

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with 5 paper copies and 3 electronic copy on CD or DVD media disk. Please provide a separate electronic pricing file from the rest of the RFP proposal responses.

All properly sealed and marked proposals are to be sent to the State of Delaware and received no later than **11:00 AM (Local Time) on Monday, June 11, 2018**. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

**Kimberly Jones
Purchasing Services Administrator
Department of Health and Social Services
Procurement Branch
Main Admin Bldg., Sullivan Street
2nd floor –room #257
1901 N. DuPont Hwy
Herman Holloway Campus
New Castle, DE 19720**

Bidders are directed to clearly print “BID ENCLOSED” and “CONTRACT NO. HSS 18-018” on the outside of the bid submission package.

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Any proposal received after the Deadline for Receipt of Proposals date shall not be considered and shall be returned unopened. The proposing vendor bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

Upon receipt of vendor proposals, each vendor shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve vendors from any obligation in respect to this RFP.

3. Proposal Modifications

Any changes, amendments or modifications to a proposal must be made in writing, submitted in the same manner as the original response and conspicuously labeled as a change, amendment or modification to a previously submitted proposal. Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

4. Proposal Costs and Expenses

The State of Delaware will not pay any costs incurred by any Vendor associated with any aspect of responding to this solicitation, including proposal preparation, printing or delivery, attendance at vendor's conference, system demonstrations or negotiation process.

5. Proposal Expiration Date

6. Prices quoted in the proposal shall remain fixed and binding on the Bidder at least through **June 30, 2019**. The State of Delaware reserves the right to ask for an extension of time if needed.

7. Late Proposals

Proposals received after the specified date and time will not be accepted or considered. To guard against premature opening, sealed proposals shall be submitted, plainly marked with the proposal title, vendor name, and time and date of the proposal opening. Evaluation of the proposals is expected to begin shortly after the proposal due date. To document compliance with the deadline, the proposal will be date and time stamped upon receipt.

8. Proposal Opening

The State of Delaware will receive proposals until the date and time shown in this RFP. Proposals will be opened in the presence of State of Delaware personnel. Any unopened proposals will be returned to the submitting Vendor.

There will be no public opening of proposals but a public log will be kept of the names of all Bidder organizations that submitted proposals. The contents of any proposal shall not be disclosed in accordance with [Executive Order # 31](#) and Title 29, Delaware Code, [Chapter 100](#).

9. Non-Conforming Proposals

Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFP. The determination of

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whether an RFP requirement is substantive or a mere formality shall reside solely within the State of Delaware.

10. Concise Proposals

The State of Delaware discourages overly lengthy and costly proposals. It is the desire that proposals be prepared in a straightforward and concise manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired. The State of Delaware's interest is in the quality and responsiveness of the proposal.

11. Realistic Proposals

It is the expectation of the State of Delaware that vendors can fully satisfy the obligations of the proposal in the manner and timeframe defined within the proposal. Proposals must be realistic and must represent the best estimate of time, materials and other costs including the impact of inflation and any economic or other factors that are reasonably predictable.

The State of Delaware shall bear no responsibility or increase obligation for a vendor's failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.

12. Confidentiality of Documents

Subject to applicable law or the order of a court of competent jurisdiction to the contrary, all documents submitted as part of the vendor's proposal will be treated as confidential during the evaluation process. As such, vendor proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Team or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract unless such disclosure is required by law or by order of a court of competent jurisdiction.

The State of Delaware and its constituent agencies are required to comply with the State of Delaware Freedom of Information Act, [29 Del. C. § 10001, et seq. \("FOIA"\)](#). FOIA requires that the State of Delaware's records are public records (unless otherwise declared by FOIA or other law to be exempt from disclosure) and are subject to inspection and copying by any person upon a written request. Once a proposal is received by the State of Delaware and a decision on contract award is made, the content of selected and non-selected vendor proposals will likely become subject to FOIA's public disclosure obligations.

The State of Delaware wishes to create a business-friendly environment and procurement process. As such, the State respects the vendor community's desire to protect its intellectual property, trade secrets, and confidential business information (collectively referred to herein as "confidential business information"). Proposals must contain sufficient information to be evaluated. If a vendor feels that they cannot submit their proposal without including confidential business information, they must adhere to the following procedure or their proposal may be deemed unresponsive, may not be recommended for selection, and any applicable protection for the vendor's confidential business information may be lost.

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In order to allow the State to assess its ability to protect a vendor's confidential business information, vendors will be permitted to designate appropriate portions of their proposal as confidential business information.

Vendor(s) may submit portions of a proposal considered to be confidential business information in a separate, sealed envelope labeled "Confidential Business Information" and include the specific RFP number. The envelope must contain a letter from the Vendor's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 Del. C. § 10002, and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed. A vendor's allegation as to its confidential business information shall not be binding on the State. The State shall independently determine the validity of any vendor designation as set forth in this section. Any vendor submitting a proposal or using the procedures discussed herein expressly accepts the State's absolute right and duty to independently assess the legal and factual validity of any information designated as confidential business information. Accordingly, Vendor(s) assume the risk that confidential business information included within a proposal may enter the public domain.

13. Price Not Confidential

Vendors shall be advised that as a publically bid contract, no Vendor shall retain the right to declare their pricing confidential.

14. Multi-Vendor Solutions (Joint Ventures)

Multi-vendor solutions (joint ventures) will be allowed only if one of the venture partners is designated as the "prime contractor". The "prime contractor" must be the joint venture's contact point for the State of Delaware and be responsible for the joint venture's performance under the contract, including all project management, legal and financial responsibility for the implementation of all vendor systems. If a joint venture is proposed, a copy of the joint venture agreement clearly describing the responsibilities of the partners must be submitted with the proposal. Services specified in the proposal shall not be subcontracted without prior written approval by the State of Delaware, and approval of a request to subcontract shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of the work. Further, vendor shall be and remain liable for all damages to the State of Delaware caused by negligent performance or non-performance of work by its subcontractor or its sub-subcontractor.

Multi-vendor proposals must be a consolidated response with all cost included in the cost summary. Where necessary, RFP response pages are to be duplicated for each vendor.

a. Primary Vendor

The State of Delaware expects to negotiate and contract with only one "prime vendor". The State of Delaware will not accept any proposals that reflect an equal teaming arrangement or from vendors who are co-bidding on this RFP. The prime vendor will be responsible for the management of all subcontractors.

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Any contract that may result from this RFP shall specify that the prime vendor is solely responsible for fulfillment of any contract with the State as a result of this procurement. The State will make contract payments only to the awarded vendor. Payments to any-subcontractors are the sole responsibility of the prime vendor (awarded vendor).

Nothing in this section shall prohibit the State of Delaware from the full exercise of its options under Section IV.B.16 regarding multiple source contracting.

b. Sub-contracting

The vendor selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments; however, vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. **The prime vendor shall be wholly responsible for the entire contract performance whether or not subcontractors are used.** Any sub-contractors must be approved by State of Delaware.

c. Multiple Proposals

A primary vendor may not participate in more than one proposal in any form. Sub-contracting vendors may participate in multiple joint venture proposals.

15. Sub-Contracting

The vendor selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments; however, vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

Use of subcontractors must be clearly explained in the proposal, and subcontractors must be identified by name. Any sub-contractors must be approved by State of Delaware.

16. Discrepancies and Omissions

Vendor is fully responsible for the completeness and accuracy of their proposal, and for examining this RFP and all addenda. Failure to do so will be at the sole risk of vendor. Should vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, vendor shall notify the State of Delaware's Designated Contact, in writing, of such findings at least ten (10) days before the proposal opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective proposal and exposure of vendor's proposal upon which award could not be made. All unresolved issues should be addressed in the proposal.

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, at least ten (10) calendar days prior to the time set for opening of the proposals.

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a. RFP Question and Answer Process

The State of Delaware will allow written requests for clarification of the RFP. All questions shall be received no later than **05/21/18**. All questions will be consolidated into a single set of responses and posted on the State's website at www.bids.delaware.gov by the date of **5/25/18**. CONTRACTOR names will be removed from questions in the responses released. Questions should be submitted in the following format. Deviations from this format will not be accepted.

Section number

Paragraph number

Page number

Text of passage being questioned

Questions not submitted electronically shall be accompanied by a CD and questions shall be formatted in Microsoft Word.

17. State's Right to Reject Proposals

The State of Delaware reserves the right to accept or reject any or all proposals or any part of any proposal, to waive defects, technicalities or any specifications (whether they be in the State of Delaware's specifications or vendor's response), to sit and act as sole judge of the merit and qualifications of each product offered, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the State of Delaware may deem necessary in the best interest of the State of Delaware.

18. State's Right to Cancel Solicitation

The State of Delaware reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The State of Delaware makes no commitments expressed or implied, that this process will result in a business transaction with any vendor.

This RFP does not constitute an offer by the State of Delaware. Vendor's participation in this process may result in the State of Delaware selecting your organization to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the State of Delaware to execute a contract nor to continue negotiations. The State of Delaware may terminate negotiations at any time and for any reason, or for no reason.

19. State's Right to Award Multiple Source Contracting

Pursuant to 29 *Del. C.* [§ 6986](#), the State of Delaware may award a contract for a particular professional service to two or more vendors if the agency head makes a determination that such an award is in the best interest of the State of Delaware.

20. Potential Contract Overlap

Vendors shall be advised that the State, at its sole discretion, shall retain the right to solicit for goods and/or services as required by its agencies and as it serves the best interest of the State. As needs are identified, there may exist instances where contract deliverables, and/or goods or services to be solicited and subsequently awarded,

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overlap previous awards. The State reserves the right to reject any or all bids in whole or in part, to make partial awards, to award to multiple vendors during the same period, to award by types, on a zone-by-zone basis or on an item-by-item or lump sum basis item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

21. Notification of Withdrawal of Proposal

Vendor may modify or withdraw its proposal by written request, provided that both proposal and request is received by the State of Delaware prior to the proposal due date. Proposals may be re-submitted in accordance with the proposal due date in order to be considered further.

Proposals become the property of the State of Delaware at the proposal submission deadline. All proposals received are considered firm offers at that time.

22. Revisions to the RFP

If it becomes necessary to revise any part of the RFP, an addendum will be posted on the State of Delaware's website at www.bids.delaware.gov. The State of Delaware is not bound by any statement related to this RFP made by any State of Delaware employee, contractor or its agents.

23. Exceptions to the RFP

Any exceptions to the RFP, or the State of Delaware's terms and conditions, must be recorded on Attachment 3. Acceptance of exceptions is within the sole discretion of the evaluation committee.

23. Business References

Provide at least three (3) business references consisting of current or previous customers of similar scope and value using Attachment 5. Include business name, mailing address, contact name and phone number, number of years doing business with, and type of work performed. Personal references cannot be considered.

24. Award of Contract

The final award of a contract is subject to approval by the State of Delaware. The State of Delaware has the sole right to select the successful vendor(s) for award, to reject any proposal as unsatisfactory or non-responsive, to award a contract to other than the lowest priced proposal, to award multiple contracts, or not to award a contract, as a result of this RFP.

Notice in writing to a vendor of the acceptance of its proposal by the State of Delaware and the subsequent full execution of a written contract will constitute a contract, and no vendor will acquire any legal or equitable rights or privileges until the occurrence of both such events.

a. RFP Award Notifications

After reviews of the evaluation committee report and its recommendation, and once the contract terms and conditions have been finalized, the State of Delaware will award the contract.

The contract shall be awarded to the vendor whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP.

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It should be explicitly noted that the State of Delaware is not obligated to award the contract to the vendor who submits the lowest bid or the vendor who receives the highest total point score, rather the contract will be awarded to the vendor whose proposal is the most advantageous to the State of Delaware. The award is subject to the appropriate State of Delaware approvals.

After a final selection is made, the winning vendor will be invited to negotiate a contract with the State of Delaware; remaining vendors will be notified in writing of their selection status.

25. Cooperatives

Vendors, who have been awarded similar contracts through a competitive bidding process with a cooperative, are welcome to submit the cooperative pricing for this solicitation.

C. RFP Evaluation Process

An evaluation team composed of representatives of the State of Delaware will evaluate proposals on a variety of quantitative criteria. Neither the lowest price nor highest scoring proposal will necessarily be selected.

The State of Delaware reserves full discretion to determine the competence and responsibility, professionally and/or financially, of vendors. Vendors are to provide in a timely manner any and all information that the State of Delaware may deem necessary to make a decision.

1. Proposal Evaluation Team

The Proposal Evaluation Team shall be comprised of representatives of the State of Delaware. The Team shall determine which vendors meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 *Del. C.* §§ [6981 and 6982](#). Professional services for this solicitation are considered under 29 *Del. C.* §6982(b). The Team may negotiate with one or more vendors during the same period and may, at its discretion, terminate negotiations with any or all vendors. The Team shall make a recommendation regarding the award to the **June 18, 2018** who shall have final authority, subject to the provisions of this RFP and 29 *Del. C.* § [6982\(b\)](#), to award a contract to the successful vendor in the best interests of the State of Delaware.

2. Proposal Selection Criteria

The Proposal Evaluation Team shall assign up to the maximum number of points for each Evaluation Item to each of the proposing vendor's proposals. All assignments of points shall be at the sole discretion of the Proposal Evaluation Team.

The proposals shall contain the essential information on which the award decision shall be made. The information required to be submitted in response to this RFP has been determined by the State of Delaware to be essential for use by the Team in the bid evaluation and award process. Therefore, all instructions contained in this RFP shall be met in order to qualify as a responsive and responsible contractor and participate in the Proposal Evaluation Team's consideration for award. Proposals which do not meet or comply with the instructions of this RFP may be considered non-

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conforming and deemed non-responsive and subject to disqualification at the sole discretion of the Team.

The Team reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.

Criteria Weight

All proposals shall be evaluated using the same criteria and scoring process. The following criteria shall be used by the Evaluation Team to evaluate proposals:

Criteria	Weight
Familiarity and experience providing dental services and working with individuals with developmental disabilities.	50
If Practice uses <u>Conscious Sedation</u> confirmation of satisfactory measures in place to ensure safety during and after procedure and return to baseline before discharge. (Reference Appendix B) If Practice uses <u>Sedation/General Anesthesia/Deep Sedation</u> confirmation of satisfactory measures in place to ensure safety during and after procedure and return to baseline before discharge. (Reference Appendix B)	40
Hours of Operation	10
Current Delaware Business License	PASS / FAIL
Proof of General Liability & Professional Liability Insurance	PASS / FAIL
Copies of Professional Licenses all of which are in good standing	PASS / FAIL
Authorized Medicaid Provider	PASS / FAIL
Completed RFP Attachments 2, 3, 4, 5, & 9 and Diversity Questions	MANDATORY
Total	100%

Vendors are encouraged to review the evaluation criteria and to provide a response that addresses each of the scored items. Evaluators will not be able to make assumptions about a vendor's capabilities so the responding vendor should be detailed in their proposal responses.

3. Proposal Clarification

The Evaluation Team may contact any vendor in order to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Proposals may not be modified as a result of any such clarification request.

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4. References

The Evaluation Team may contact any customer of the vendor, whether or not included in the vendor's reference list, and use such information in the evaluation process. Additionally, the State of Delaware may choose to visit existing installations of comparable systems, which may or may not include vendor personnel. If the vendor is involved in such site visits, the State of Delaware will pay travel costs only for State of Delaware personnel for these visits.

5. Oral Presentations

After initial scoring and a determination that vendor(s) are qualified to perform the required services, selected vendors may be invited to make oral presentations to the Evaluation Team. All vendor(s) selected will be given an opportunity to present to the Evaluation Team.

The selected vendors will have their presentations scored or ranked based on their ability to successfully meet the needs of the contract requirements, successfully demonstrate their product and/or service, and respond to questions about the solution capabilities.

The vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components. All of the vendor's costs associated with participation in oral discussions and system demonstrations conducted for the State of Delaware are the vendor's responsibility.

V. Contract Terms and Conditions

1. Contract Use by Other Agencies

REF: Title 29, Chapter [6904\(e\) Delaware Code](#). If no state contract exists for a certain good or service, covered agencies may procure that certain good or service under another agency's contract so long as the arrangement is agreeable to all parties. Agencies, other than covered agencies, may also procure such goods or services under another agency's contract when the arrangement is agreeable to all parties.

2. Cooperative Use of Award

As a publicly competed contract awarded in compliance with 29 DE Code Chapter 69, this contract is available for use by other states and/or governmental entities through a participating addendum. Interested parties should contact the State Contract Procurement Officer identified in the contract for instruction. Final approval for permitting participation in this contract resides with the Director of Government Support Services and in no way places any obligation upon the awarded vendor(s).

3. As a Service Subscription

As a Service subscription license costs shall be incurred at the individual license level only as the individual license is utilized within a fully functioning solution. Subscription costs will not be applicable during periods of implementation and solution development prior to the State's full acceptance of a working solution. Additional subscription license requests above actual utilization may not exceed 5% of the total and are subject to Delaware budget and technical review.

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4. General Information

- a. The term of the contract between the successful CONTRACTOR and the State shall be for two (2) years. One (1) contract extension for a period of two (2) year will be at the discretion of the Division and contingent upon funding, past performance, and updated credentials.
- b. The selected vendor will be required to enter into a written agreement with the State of Delaware. The State of Delaware reserves the right to incorporate standard State contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by the State of Delaware. Vendors will be required to sign the contract for all services, and may be required to sign additional agreements.
- c. The selected vendor or vendors will be expected to enter negotiations with the State of Delaware, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This RFP and the selected vendor's response to this RFP will be incorporated as part of any formal contract.
- d. The State of Delaware's standard contract will most likely be supplemented with the vendor's software license, support/maintenance, source code escrow agreements, and any other applicable agreements. The terms and conditions of these agreements will be negotiated with the finalist during actual contract negotiations.
- e. The successful vendor shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after award of the contract. No vendor is to begin any service prior to receipt of a State of Delaware purchase order signed by two authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office and the Department of Finance. The purchase order shall serve as the authorization to proceed in accordance with the bid specifications and the special instructions, once it is received by the successful vendor.
- f. If the vendor to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another vendor. Such vendor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.
- g. The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months after the term of the full contract has been completed.

5. Collusion or Fraud

Any evidence of agreement or collusion among vendor(s) and prospective vendor(s) acting to illegally restrain freedom from competition by agreement to offer a fixed price, or otherwise, will render the offers of such vendor(s) void.

By responding, the vendor shall be deemed to have represented and warranted that its proposal is not made in connection with any competing vendor submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud; that the vendor did not participate in the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance; and that no employee or official of the State of Delaware participated directly or indirectly in the vendor's proposal preparation.

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Advance knowledge of information which gives any particular vendor advantages over any other interested vendor(s), in advance of the opening of proposals, whether in response to advertising or an employee or representative thereof, will potentially void that particular proposal.

6. Lobbying and Gratuities

Lobbying or providing gratuities shall be strictly prohibited. Vendors found to be lobbying, providing gratuities to, or in any way attempting to influence a State of Delaware employee or agent of the State of Delaware concerning this RFP or the award of a contract resulting from this RFP shall have their proposal immediately rejected and shall be barred from further participation in this RFP.

The selected vendor will warrant that no person or selling agency has been employed or retained to solicit or secure a contract resulting from this RFP upon agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, the State of Delaware shall have the right to annul any contract resulting from this RFP without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

All contact with State of Delaware employees, contractors or agents of the State of Delaware concerning this RFP shall be conducted in strict accordance with the manner, forum and conditions set forth in this RFP.

7. Solicitation of State Employees

Until contract award, vendors shall not, directly or indirectly, solicit any employee of the State of Delaware to leave the State of Delaware's employ in order to accept employment with the vendor, its affiliates, actual or prospective contractors, or any person acting in concert with vendor, without prior written approval of the State of Delaware's contracting officer. Solicitation of State of Delaware employees by a vendor may result in rejection of the vendor's proposal.

This paragraph does not prevent the employment by a vendor of a State of Delaware employee who has initiated contact with the vendor. However, State of Delaware employees may be legally prohibited from accepting employment with the contractor or subcontractor under certain circumstances. Vendors may not knowingly employ a person who cannot legally accept employment under state or federal law. If a vendor discovers that they have done so, they must terminate that employment immediately.

8. General Contract Terms

a. Independent Contractors

The parties to the contract shall be independent contractors to one another, and nothing herein shall be deemed to cause this agreement to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation

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paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

It may be at the State of Delaware's discretion as to the location of work for the contractual support personnel during the project period. The State of Delaware may provide working space and sufficient supplies and material to augment the Contractor's services.

b. Temporary Personnel are Not State Employees Unless and Until They are Hired

Vendor agrees that any individual or group of temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation shall remain the employee(s) of Vendor for all purposes including any required compliance with the Affordable Care Act by the Vendor. Vendor agrees that it shall not allege, argue, or take any position that individual temporary staff person(s) provided to the State pursuant to this Solicitation must be provided any benefits, including any healthcare benefits by the State of Delaware and Vendor agrees to assume the total and complete responsibility for the provision of any healthcare benefits required by the Affordable Care Act to aforesaid individual temporary staff person(s). In the event that the Internal Revenue Service, or any other third party governmental entity determines that the State of Delaware is a dual employer or the sole employer of any individual temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation, Vendor agrees to hold harmless, indemnify, and defend the State to the maximum extent of any liability to the State arising out of such determinations.

Notwithstanding the content of the preceding paragraph, should the State of Delaware subsequently directly hire any individual temporary staff employee(s) provided pursuant to this Solicitation, the aforementioned obligations to hold harmless, indemnify, and defend the State of Delaware shall cease and terminate for the period following the date of hire. Nothing herein shall be deemed to terminate the Vendor's obligation to hold harmless, indemnify, and defend the State of Delaware for any liability that arises out of compliance with the ACA prior to the date of hire by the State of Delaware. Vendor will waive any separation fee provided an employee works for both the vendor and hiring agency, continuously, for a three (3) month period and is provided thirty (30) days written notice of intent to hire from the agency. Notice can be issued at second month if it is the State's intention to hire.

c. ACA Safe Harbor

The State and its utilizing agencies are not the employer of temporary or contracted staff. However, the State is concerned that it could be determined to be a Common-law Employer as defined by the Affordable Care Act ("ACA"). Therefore, the State seeks to utilize the "Common-law Employer Safe Harbor Exception" under the ACA to transfer health benefit insurance requirements to the staffing company. The Common-law Employer Safe Harbor Exception can be attained when the State and/or its agencies are charged and pay for an "Additional Fee" with respect to the employees electing to obtain health coverage from the Vendor.

The Common-law Employer Safe Harbor Exception under the ACA requires that an Additional Fee must be charged to those employees who obtain health

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coverage from the Vendor, but does not state the required amount of the fee. The State requires that all Vendors shall identify the Additional Fee to obtain health coverage from the Vendor and delineate the Additional Fee from all other charges and fees. The Vendor shall identify both the Additional Fee to be charged and the basis of how the fee is applied (i.e. per employee, per invoice, etc.). The State will consider the Additional Fee and prior to award reserves the right to negotiate any fees offered by the Vendor. Further, the Additional Fee shall be separately scored in the proposal to ensure that neither prices charged nor the Additional Fee charged will have a detrimental effect when selecting vendor(s) for award.

d. Licenses and Permits

In performance of the contract, the vendor will be required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful vendor. The vendor shall be properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* § [2502](#).

Prior to receiving an award, the successful vendor shall either furnish the State of Delaware with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8200—Public Service, (302) 577-8205—Licensing Department.

Information regarding the award of the contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject vendor to applicable fines and/or interest penalties.

e. Notice

Any notice to the State of Delaware required under the contract shall be sent by registered mail to:

Nicole Johnson, Social Service Chief Administrator
Division of Developmental Disabilities Services
Office of Budget, Contracts and Business Services
1054 South Governor's Avenue
Dover, DE 19901
Nicole.Johnson@state.de.us

f. Indemnification

1. General Indemnification

By submitting a proposal, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the vendor's, its agents and employees' performance work or services in connection with the contract.

2. Proprietary Rights Indemnification

Vendor shall warrant that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe

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upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the State of Delaware, the State of Delaware shall promptly notify the vendor in writing and vendor shall defend such claim, suit or action at vendor's expense, and vendor shall indemnify the State of Delaware against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

If any equipment, software, services (including methods) products or other intellectual property used or furnished by the vendor (collectively "Products") is or in vendor's reasonable judgment is likely to be, held to constitute an infringing product, vendor shall at its expense and option either:

- a. Procure the right for the State of Delaware to continue using the Product(s);
- b. Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or
- c. Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that the State of Delaware agrees to and accepts in writing.

g. Insurance

1. Vendor recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the vendor's negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the vendor in their negligent performance under this contract.
2. The vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent contractor and is not an employee of the State of Delaware.
3. During the term of this contract, the vendor shall, at its own expense, also carry insurance minimum limits as follows:
 - a. Vendor shall in all instances maintain the following insurance during the term of this Agreement.
 - i. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
 - ii. Commercial General Liability
\$1,000,000.00 per occurrence/\$3,000,000 per aggregate.

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- b. The successful vendor must carry at least one of the following depending on the scope of work being delivered.
 - i. Medical/Professional Liability
\$1,000,000.00 per occurrence/\$3,000,000 per aggregate
 - ii. Miscellaneous Errors and Omissions
\$1,000,000.00 per occurrence/\$3,000,000 per aggregate
 - iii. Product Liability
\$1,000,000 per occurrence/\$3,000,000 aggregate
- c. If the contractual service requires the transportation of departmental clients or staff, the vendor shall, in addition to the above coverage's, secure at its own expense the following coverage.
 - i. Automotive Liability Insurance (Bodily Injury) covering all automotive units transporting departmental clients or staff used in the work with limits of not less than \$100,000 each person and \$300,000 each accident.
 - ii. Automotive Property Damage (to others) - \$25,000
- 4. The vendor shall provide a Certificate of Insurance (COI) as proof that the vendor has the required insurance. The COI shall be provided prior to agency contact prior to any work being completed by the awarded vendor(s).
- 5. The State of Delaware shall not be named as an additional insured.
- 6. Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.
- h. Performance Requirements**

The selected Vendor will warrant that it possesses, or has arranged through subcontractors, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all Federal and State laws, and County and local ordinances, regulations and codes.
- i. BID BOND**

There is no Bid Bond Requirement.
- j. PERFORMANCE BOND**

There is no Performance Bond requirement.
- k. Vendor Emergency Response Point of Contact**

The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan or in the event of a local emergency or

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disaster where a state governmental entity requires the services of the vendor. Failure to provide this information could render the proposal as non-responsive.

In the event of a serious emergency, pandemic or disaster outside the control of the State, the State may negotiate, as may be authorized by law, emergency performance from the Contractor to address the immediate needs of the State, even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

I. Warranty

The Vendor will provide a warranty that the deliverables provided pursuant to the contract will function as designed for a period of no less than one (1) year from the date of system acceptance. The warranty shall require the Vendor correct, at its own expense, the setup, configuration, customizations or modifications so that it functions according to the State's requirements.

m. Costs and Payment Schedules

All contract costs must be as detailed specifically in the Vendor's cost proposal. No charges other than as specified in the proposal shall be allowed without written consent of the State of Delaware. The proposal costs shall include full compensation for all taxes that the selected vendor is required to pay.

The State of Delaware will require a payment schedule based on defined and measurable milestones. Payments for services will not be made in advance of work performed. The State of Delaware may require holdback of contract monies until acceptable performance is demonstrated (as much as 25%).

n. Liquidated Damages

The State of Delaware may include in the final contract liquidated damages provisions for non-performance.

o. Dispute Resolution

At the option of, and in the manner prescribed by the Delaware Health and Social Services (DHSS), the parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided evidence that is otherwise admissible or discoverable shall not be rendered inadmissible.

If the matter is not resolved by negotiation, as outlined above, or, alternatively, DHSS elects to proceed directly to mediation, then the matter will proceed to mediation as set forth below. Any disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to mediation by a mediator selected by DHSS, and if the matter is not resolved through mediation, then it shall be submitted, in the sole discretion of DHSS to Delaware Health and Social

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Services Director, for final and binding arbitration. DHSS reserves the right to proceed directly to arbitration or litigation without negotiation or mediation. Any such proceedings held pursuant to this provision shall be governed by Delaware law and venue shall be in Delaware. The parties shall maintain the confidential nature of the arbitration proceeding and the Award, including the Hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits. Each party shall bear its own costs of mediation, arbitration or litigation, including attorneys' fees.

p. Termination of Contract

The contract resulting from this RFP may be terminated as follows by **Division of Developmental Disabilities Services**

1. Termination for Cause

If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Vendor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor under this Contract shall, at the option of the State, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

On receipt of the contract cancellation notice from the State, the Vendor shall have no less than five (5) days to provide a written response and may identify a method(s) to resolve the violation(s). A vendor response shall not effect or prevent the contract cancellation unless the State provides a written acceptance of the vendor response. If the State does accept the Vendor's method and/or action plan to correct the identified deficiencies, the State will define the time by which the Vendor must fulfill its corrective obligations. Final retraction of the State's termination for cause will only occur after the Vendor successfully rectifies the original violation(s). At its discretion the State may reject in writing the Vendor's proposed action plan and proceed with the original contract cancellation timeline.

2. Termination for Convenience

The State may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.

3. Termination for Non-Appropriations

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part,

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the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

q. Non-discrimination

In performing the services subject to this RFP the vendor, as set forth in Title 19 Delaware Code Chapter 7 section [711](#), will agree that it will not discriminate against any employee or applicant with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The successful vendor shall comply with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of contract.

r. Covenant against Contingent Fees

The successful vendor will warrant that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement of understanding for a commission or percentage, brokerage or contingent fee excepting bona-fide employees, bona-fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business. For breach or violation of this warranty the State of Delaware shall have the right to annul the contract without liability or at its discretion to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

s. Vendor Activity

No activity is to be executed in an off shore facility, either by a subcontracted firm or a foreign office or division of the vendor. The vendor must attest to the fact that no activity will take place outside of the United States in its transmittal letter. Failure to adhere to this requirement is cause for elimination from future consideration.

t. Vendor Responsibility

The State will enter into a contract with the successful Vendor(s). The successful Vendor(s) shall be responsible for all products and services as required by this RFP whether or not the Vendor or its subcontractor provided final fulfillment of the order. Subcontractors, if any, shall be clearly identified in the Vendor's proposal by completing Attachment 6, and are subject the approval and acceptance of Division of Developmental Disabilities Services.

u. Personnel, Equipment and Services

1. The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.
2. All of the equipment and services required hereunder shall be provided by or performed by the Vendor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

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3. None of the equipment and/or services covered by this contract shall be subcontracted without the prior written approval of the State. Only those subcontractors identified in Attachment 6 are considered approved upon award. Changes to those subcontractor(s) listed in Attachment 6 must be approved in writing by the State.

v. Fair Background Check Practices

Pursuant to 29 Del. C. [§6909B](#), the State does not consider the criminal record, criminal history, credit history or credit score of an applicant for state employment during the initial application process unless otherwise required by state and/or federal law. Vendors doing business with the State are encouraged to adopt fair background check practices. Vendors can refer to 19 Del. C. [§711\(g\)](#) for applicable established provisions.

w. Vendor Background Check Requirements

Vendor(s) selected for an award that access state property or come in contact with vulnerable populations, including children and youth, shall be required to complete background checks on employees serving the State's on premises contracts. Unless otherwise directed, at a minimum, this shall include a check of the following registry:

- Delaware Sex Offender Central Registry at:
<https://sexoffender.dsp.delaware.gov/>

Individuals that are listed in the registry shall be prevented from direct contact in the service of an awarded state contract, but may provide support or off-site premises service for contract vendors. Should an individual be identified and the Vendor(s) believes their employee's service does not represent a conflict with this requirement, may apply for a waiver to the primary agency listed in the solicitation. The Agency's decision to allow or deny access to any individual identified on a registry database is final and at the Agency's sole discretion.

By Agency request, the Vendor(s) shall provide a list of all employees serving an awarded contract, and certify adherence to the background check requirement. Individual(s) found in the central registry in violation of the terms stated, shall be immediately prevented from a return to state property in service of a contract award. A violation of this condition represents a violation of the contract terms and conditions, and may subject the Vendor to penalty, including contract cancellation for cause.

Individual contracts may require additional background checks and/or security clearance(s), depending on the nature of the services to be provided or locations accessed, but any other requirements shall be stated in the contract scope of work or be a matter of common law. The Vendor(s) shall be responsible for the background check requirements of any authorized Subcontractor providing service to the Agency's contract.

x. Drug Testing Requirements for Large Public Works

Pursuant to 29 Del.C. [§6908\(a\)\(6\)](#), effective as of January 1, 2016, OMB has established regulations that require Contractors and Subcontractors to implement a program of mandatory drug testing for Employees who work on Large Public Works

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Contracts funded all or in part with public funds. The regulations establish the mechanism, standards and requirements of a Mandatory Drug Testing Program that will be incorporated by reference into all Large Public Works Contracts awarded pursuant to 29 Del.C. [§6962](#).

Final publication of the identified regulations can be found at the following:
[4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects](#)

y. Work Product

All materials and products developed under the executed contract by the vendor are the sole and exclusive property of the State. The vendor will seek written permission to use any product created under the contract.

z. Contract Documents

The RFP, the purchase order, the executed contract and any supplemental documents between the State of Delaware and the successful vendor shall constitute the contract between the State of Delaware and the vendor. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter: contract, State of Delaware's RFP, Vendor's response to the RFP and purchase order. No other documents shall be considered. These documents will constitute the entire agreement between the State of Delaware and the vendor.

aa. Applicable Law

The laws of the State of Delaware shall apply, except where Federal Law has precedence. The successful vendor consents to jurisdiction and venue in the State of Delaware.

In submitting a proposal, Vendors certify that they comply with all federal, state and local laws applicable to its activities and obligations including:

1. the laws of the State of Delaware;
2. the applicable portion of the Federal Civil Rights Act of 1964;
3. the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
4. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
5. that programs, services, and activities provided to the general public under resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued there under by the federal government.

If any vendor fails to comply with (1) through (5) of this paragraph, the State of Delaware reserves the right to disregard the proposal, terminate the contract, or consider the vendor in default.

The selected vendor shall keep itself fully informed of and shall observe and comply with all applicable existing Federal and State laws, and County and local ordinances, regulations and codes, and those laws, ordinances, regulations, and codes adopted during its performance of the work.

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bb. Severability

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

cc. Assignment Of Antitrust Claims

As consideration for the award and execution of this contract by the State, the Vendor hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, regarding the specific goods or services purchased or acquired for the State pursuant to this contract. Upon either the State's or the Vendor notice of the filing of or reasonable likelihood of filing of an action under the antitrust laws of the United States or the State of Delaware, the State and Vendor shall meet and confer about coordination of representation in such action.

dd. Scope of Agreement

If the scope of any provision of the contract is determined to be too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the contract shall not thereby fail, but the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

ee. Affirmation

The Vendor must affirm that within the past five (5) years the firm or any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.

ff. Audit Access to Records

The Vendor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Vendor agrees to preserve and make available to the State, upon request, such records for a period of five (5) years from the date services were rendered by the Vendor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Vendor agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of their duties under the Contract. Upon notice given to the Vendor, representatives of the State or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Vendor's financial records will be borne by the Vendor.

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Reimbursement to the State for disallowances shall be drawn from the Vendor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

gg. Other General Conditions

1. **Current Version** – “Packaged” application and system software shall be the most current version generally available as of the date of the physical installation of the software.
2. **Current Manufacture** – Equipment specified and/or furnished under this specification shall be standard products of manufacturers regularly engaged in the production of such equipment and shall be the manufacturer's latest design. All material and equipment offered shall be new and unused.
3. **Volumes and Quantities** – Activity volume estimates and other quantities have been reviewed for accuracy; however, they may be subject to change prior or subsequent to award of the contract.
4. **Prior Use** – The State of Delaware reserves the right to use equipment and material furnished under this proposal prior to final acceptance. Such use shall not constitute acceptance of the work or any part thereof by the State of Delaware.
5. **Status Reporting** – The selected vendor will be required to lead and/or participate in status meetings and submit status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken, until final system acceptance.
6. **Regulations** – All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.
7. **Assignment** – Any resulting contract shall not be assigned except by express prior written consent from the Agency.
8. **Changes** – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the State of Delaware.
9. **Billing** – The successful vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number.
10. **Payment** – The State reserves the right to pay by Automated Clearing House (ACH), Purchase Card (P-Card), or check. The agencies will authorize and process for payment of each invoice within thirty (30) days after the date of receipt of a correct invoice. Vendors are invited to offer in their proposal value added discounts (i.e. speed to pay discounts for specific payment terms). Cash or separate discounts should be computed and incorporated as invoiced.
11. **Purchase Orders** – Agencies that are part of the First State Financial (FSF) system are required to identify the contract number **HSS-18-018** on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.
12. **Purchase Card** – The State of Delaware intends to maximize the use of the P-Card for payment for goods and services provided under contract. Vendors shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally there shall be no minimum or maximum limits on any P-Card transaction under the contract.

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13. Additional Terms and Conditions – The State of Delaware reserves the right to add terms and conditions during the contract negotiations.

VI. RFP Miscellaneous Information

1. No Press Releases or Public Disclosure

The State of Delaware reserves the right to pre-approve any news or broadcast advertising releases concerning this solicitation, the resulting contract, the work performed, or any reference to the State of Delaware with regard to any project or contract performance. Any such news or advertising releases pertaining to this solicitation or resulting contract shall require the prior express written permission of the State of Delaware.

The State will not prohibit or otherwise prevent the awarded vendor(s) from direct marketing to the State of Delaware agencies, departments, municipalities, and/or any other political subdivisions, however, the Vendor shall not use the State's seal or imply preference for the solution or goods provided.

2. Definitions of Requirements

To prevent any confusion about identifying requirements in this RFP, the following definition is offered: The words *shall*, *will* and/or *must* are used to designate a mandatory requirement. Vendors must respond to all mandatory requirements presented in the RFP. Failure to respond to a mandatory requirement may cause the disqualification of your proposal.

3. Production Environment Requirements

The State of Delaware requires that all hardware, system software products, and application software products included in proposals be currently in use in a production environment by a least three other customers, have been in use for at least six months, and have been generally available from the manufacturers for a period of six months. Unreleased or beta test hardware, system software, or application software will not be acceptable.

VII. Attachments

The following attachments and appendixes shall be considered part of the solicitation:

- Attachment 1 – No Proposal Reply Form
- Attachment 2 – Non-Collusion Statement
- Attachment 3 – Exceptions
- Attachment 4 – Confidentiality and Proprietary Information
- Attachment 5 – Business References
- Attachment 6 – Subcontractor Information Form
- Attachment 7 – Monthly Usage Report
- Attachment 8 – Subcontracting (2nd Tier Spend) Report
- Attachment 9 – Office of Supplier Diversity Application
- Appendix A – Minimum Mandatory Submission Requirements
- Appendix B – Open & Continuous RFP Dental Service Application
- Appendix C – Dental Treatment Plan Template
- Appendix D – Dental Invoice Template

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Attachment 1

NO PROPOSAL REPLY FORM

Contract No. **HSS-18-018** Contract Title: **DENTAL SERVICE CONTRACTOR,
TO INCLUDE SEDATION DENISTRY**

To assist us in obtaining good competition on our Request for Proposals, we ask that each firm that has received a proposal, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Vendor's List by so indicating below, or do not return this form or bona fide proposal.

Unfortunately, we must offer a "No Proposal" at this time because:

- _____ 1. We do not wish to participate in the proposal process.

- _____ 2. We do not wish to bid under the terms and conditions of the Request for Proposal document.
Our objections are:

- _____ 3. We do not feel we can be competitive.

- _____ 4. We cannot submit a Proposal because of the marketing or franchising policies of the
manufacturing company.

- _____ 5. We do not wish to sell to the State. Our objections are:

- _____ 6. We do not sell the items/services on which Proposals are requested.

- _____ 7. Other: _____

FIRM NAME

SIGNATURE

_____ We wish to remain on the Vendor's List **for these goods or services.**

_____ We wish to be deleted from the Vendor's List **for these goods or services.**

PLEASE FORWARD NO PROPOSAL REPLY FORM TO THE CONTRACT OFFICER IDENTIFIED.

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Attachment 2

CONTRACT NO.: HSS-18-018

CONTRACT TITLE: DENTAL SERVICE CONTRACTOR, TO INCLUDE SEDATION DENISTRY

DEADLINE TO RESPOND: Monday, June 11, 2018 at 11:00 AM (Local Time)

NON-COLLUSION STATEMENT

This is to certify that the undersigned Vendor has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal, **and further certifies that it is not a sub-contractor to another Vendor who also submitted a proposal as a primary Vendor in response to this solicitation** submitted this date to the State of Delaware, Division of Developmental Disabilities Services.

It is agreed by the undersigned Vendor that the signed delivery of this bid represents, subject to any express exceptions set forth at Attachment 3, the Vendor's acceptance of the terms and conditions of this solicitation including all specifications and special provisions.

NOTE: Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Division of Developmental Disabilities Services.

COMPANY NAME _____ Check one)

<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual

NAME OF AUTHORIZED REPRESENTATIVE
(Please type or print) _____

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

FEDERAL E.I. NUMBER _____ STATE OF DELAWARE LICENSE NUMBER _____

COMPANY CLASSIFICATIONS:	CERT. NO.:	Certification type(s)	Circle all that apply	
		Minority Business Enterprise (MBE)	Yes	No
Woman Business Enterprise (WBE)		Yes	No	
Disadvantaged Business Enterprise (DBE)		Yes	No	
Veteran Owned Business Enterprise (VOBE)		Yes	No	
Service Disabled Veteran Owned Business Enterprise (SDVOBE)		Yes	No	

[The above table is for informational and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO:
(COMPANY NAME) _____

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

AFFIRMATION: Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES _____ NO _____ if yes, please explain _____

THIS PAGE SHALL HAVE ORIGINAL SIGNATURE, BE NOTARIZED AND BE RETURNED WITH YOUR PROPOSAL

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20 _____

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

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Attachment 5

Contract No. **HSS-18-018**

Contract Title: **DENTAL SERVICE CONTRACTOR, TO INCLUDE SEDATION DENISTRY**

BUSINESS REFERENCES

List a minimum of three business references, including the following information:

- Business Name and Mailing address
- Contact Name and phone number
- Number of years doing business with
- Type of work performed

Please do not list any State Employee as a business reference. If you have held a State contract within the last 5 years, please provide a separate list of the contract(s).

1. **Contact Name & Title:**

Business Name:

Address:

Email:

Phone # / Fax #:

Current Vendor (YES or NO):

Years Associated & Type of Work Performed:

2. **Contact Name & Title:**

Business Name:

Address:

Email:

Phone # / Fax #:

Current Vendor (YES or NO):

Years Associated & Type of Work Performed:

3. **Contact Name & Title:**

Business Name:

Address:

Email:

Phone # / Fax #:

Current Vendor (YES or NO):

Years Associated & Type of Work Performed:

STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.

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Attachment 6

SUBCONTRACTOR INFORMATION FORM

PART I – STATEMENT BY PROPOSING VENDOR		
1. CONTRACT NO. HSS-18-018	2. Proposing Vendor Name:	3. Mailing Address
4. SUBCONTRACTOR		
a. NAME	4c. Company OSD Classification: Certification Number: _____	
b. Mailing Address:	4d. Women Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4e. Minority Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4f. Disadvantaged Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4g. Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4h. Service Disabled Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No	
5. DESCRIPTION OF WORK BY SUBCONTRACTOR		
6a. NAME OF PERSON SIGNING	7. BY (<i>Signature</i>)	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR		
9a. NAME OF PERSON SIGNING	10. BY (<i>Signature</i>)	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

*** Use a separate form for each subcontractor**

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Attachment 8

SAMPLE REPORT - FOR ILLUSTRATION PURPOSES ONLY

State of Delaware																	
Subcontracting (2nd tier) Quarterly Report																	
Prime Name:							Report Start Date:										
Contract Name/Number							Report End Date:										
Contact Name:							Today's Date:										
Contact Phone:							*Minimum Required			Requested detail							
Vendor Name*	Vendor TaxID*	Contract Name/ Number*	Vendor Contact Name*	Vendor Contact Phone*	Report Start Date*	Report End Date*	Amount Paid to Subcontractor*	Work Performed by Subcontractor UNSPSC	M/WBE Certifying Agency	Veteran /Service Disabled Veteran Certifying Agency	2nd tier Supplier Name	2nd tier Supplier Address	2nd tier Supplier Phone Number	2nd tier Supplier email	Description of Work Performed	2nd tier Supplier Tax Id	

Note: A copy of the Subcontracting Quarterly Report will be sent by electronic mail to the Awarded Vendor.

Completed reports shall be saved in an Excel format, and submitted to the following email address: vendorusage@state.de.us

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Attachment 9

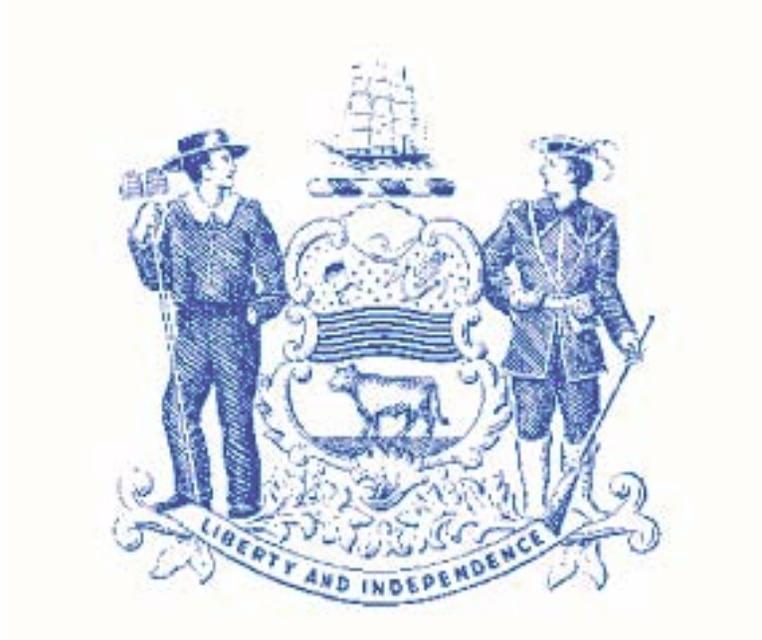
**State of Delaware
Office of Supplier Diversity
Certification Application**

The most recent application can be downloaded from the following site:

<http://gss.omb.delaware.gov/osd/certify.shtml>

Submission of a completed Office of Supplier Diversity (OSD) application is optional and does not influence the outcome of any award decision.

The minimum criteria for certification require the entity must be at least 51% owned and actively managed by a person or persons who are eligible: minorities, women, veterans, and/or service disabled veterans. Any one or all of these categories may apply to a 51% owner.



Complete application and mail, email or fax to:

Office of Supplier Diversity (OSD)
100 Enterprise Place, Suite 4
Dover, DE 19904-8202
Telephone: (302) 857-4554 Fax: (302) 677-7086
Email: osd@state.de.us
Web site: <http://gss.omb.delaware.gov/osd/index.shtml>

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Attachment 10

Appendix A - MINIMUM MANDATORY SUBMISSION REQUIREMENTS

Each vendor solicitation response should contain at a minimum the following information:

1. Transmittal Letter as specified on page 1 of the Request for Proposal including an Applicant's experience, if any, providing similar services.
2. One (1) complete, signed and notarized copy of the non-collusion agreement (See Attachment 2). Bid marked "ORIGINAL", **MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK.** All other copies may have reproduced or copied signatures – Form must be included.
3. One (1) completed RFP Exception form (See Attachment 3) – please check box if no information – Form must be included.
4. One (1) completed Confidentiality Form (See Attachment 4) – please check if no information is deemed confidential – Form must be included.
5. One (1) completed Business Reference form (See Attachment 5) – please provide references other than State of Delaware contacts – Form must be included.
6. One (1) complete and signed copy of the Subcontractor Information Form (See Attachment 6) for each subcontractor – only provide if applicable.
7. Proof of State of Delaware Business Licensure
8. Proof of Professional Liability via Certificate of Insurance
9. Proof of General Liability or Miscellaneous Omissions via Certificate of Insurance
10. Business Organization Chart listing all dentists
11. Copies of licenses for all dental professionals named on Organizational Chart.

The items listed above provide the basis for evaluating each vendor's proposal. **Failure to provide all appropriate information may deem the submitting vendor as "non-responsive" and exclude the vendor from further consideration.** If an item listed above is not applicable to your company or proposal, please make note in your submission package.

Vendors shall provide proposal packages in the following formats:

1. **Five (5)** paper copies of the vendor proposal paperwork. **One (1) paper copy must be an original copy, marked "ORIGINAL" on the cover, and contain original signatures.**
2. **Three (3)** electronic copies of the vendor proposal saved to CD or DVD media disk. Copy of electronic price file shall be a separate file from all other files on the electronic copy. (If Agency has requested multiple electronic copies, each electronic copy must be on a separate computer disk or media).

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APPENDIX B
OPEN & CONTINUOUS RFP DENTAL SERVICE APPLICATION

DDDS Dental Services Open and Continuous Service Provider Request

Provider Name: _____ Tax ID # _____

VIII. Business Type

Sole Proprietorship Corporation Partnership

Owners

1. _____
2. _____
3. _____

IX. Dental Office Address/Hours of Operation

Site Number One Address

Street Address _____

City _____ State _____ Zip _____ Phone _____

Hours of Operation

Monday		Tuesday		Wednesday		Thursday		Friday		Saturday	
Open	Close	Open	Close	Open	Close	Open	Close	Open	Close	Open	Close

Site Number Two Address (if applicable)

Street Address _____

City _____ State _____ Zip _____ Phone _____

Hours of Operation

Monday		Tuesday		Wednesday		Thursday		Friday		Saturday	
Open	Close	Open	Close	Open	Close	Open	Close	Open	Close	Open	Close

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Year Practice Opened: _____ Medicaid Provider ID#: _____

Check if in process of applying Date application submitted to DMAP: _____

Staff Responsible for Billing			
	Name	Email Address	Phone

Staff Responsible for submitting/ Obtaining treatment plans			
	Name	Email Address	Phone

Staff Responsible for obtaining prior authorizations			
	Name	Email Address	Phone

Is your practice prepared to obtain approved treatment plans from DDDS prior to rendering services?

Yes | No

Is your practice competent with submitting invoices to DDDS within (30) days after service is rendered?

Yes | No

Are staff adequately trained to acquire proper consent for services is obtained for any services before dental services are rendered?

Yes | No

Does provider acknowledge DDDS reimbursement for services provided will not exceed the published Medicaid Dental Fee Schedule in place on date of service?

Yes | No

Describe process for handling emergent after hour service delivery:

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Does your office use conscientious sedation?

Yes | No

If yes, describe your training/policies in place to ensure safety during and after the procedure. Explain how you return the patient to baseline before discharge:

Does your office use anesthesia and/or deep sedation?

Yes | No

If yes, describe your training/policies in place to ensure safety during and after the procedure. Explain how you return the patient to baseline before discharge:

CONTRACTORS must check "yes" or "no" to the following questions. Answers to these questions are mandatory and do not affect the weighted evaluation of this proposal.

Does the CONTRACTOR have a Supplier Diversity plan currently in place?

Yes | No

Does the CONTRACTOR have any diverse sub-CONTRACTORS as outlined in Attachment 8 Tier II Sub-CONTRACTORS?

Yes | No

Does the CONTRACTOR have a written inclusion policy in place? If yes, attach a clearly identified copy of the inclusion plan to your proposal.

Yes | No

Attestation Statement By my signature below, I am attesting I am an authorized representative of the entity named and I acknowledge the information provided on this form is true and accurate.

Signature

Date

Title

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**APPENDIX D
SAMPLE DENTAL INVOICE TEMPLATE**

<p>DENTAL PROVIDER NAME DENTAL PROVIDER ADDRESS PHONE #: (302) ###-#### FAX #: (302) ###-#### E.I. Number ##-#####</p>

DENTAL SERVICES

Delaware Health and Social Services Division of Developmental Disabilities Services Office of Budget, Contracts & Business Services 1054 South Governor's Avenue Dover, DE 19904	Invoice Number: ##### Invoice Date: 00/00/0000 Terms: Due upon receipt Services from / to:
--	---

INVOICES MUST BE SUBMITTED TO DDDS_PSVD@STATE.DE.US FOR APPROVAL AND PROCESSING

For Questions, please contact:
For New Castle County: Olivia Gray, Administrative Specialist, Phone 302-836-2159; Fax 302-836-2645; olivia.gray@state.de.us
For Kent/Sussex Counties: Chaunda Matthews, Administrative Specialist, Phone 302-933-3101; Fax 302-934-6193; chaunda.matthews@state.de.us

Patient Name:	Jane Doe
Address:	123 Anywhere Street, USA 00000
Client/Chart or ID#	

Date of Service	Description	Tooth #	Tooth Surface	Procedure Code	Medicaid Rate	3rd Party Insurance	Paid by
						Amounts Paid	DDDS
4/19/2018	Periodic Oral Exam	11	XXX	D0120	\$5.00	\$3.00	\$2.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
				<i>Total</i>	\$5.00	\$3.00	\$2.00

* The DIVISION will provide CONTRACTOR with electronic template.