

Tule River Indian Health Center Inc

RFP for Dentist Services

SECTION 1 – Overview and Schedule

A. Executive Summary

Tule River Indian Health Center, Inc is soliciting written proposals from qualified licensed Dentists to serve as a part time providers/consultants at the Clinic.

B. Schedule

The following table provides a Schedule of Events for this RFP through contract finalization and approval. The TRIHCI reserves the right to amend this Schedule at its sole discretion and at any time through a published Addendum.

EVENT	DATE	LOCAL TIME
RFP Released to Proposers (Advertisement)	January 18, 2024	
Proposers Submit Proposals	February 16, 2024	5:00 PM
Estimated Notification of Selection and Begin Contract Negotiations	February 20, 2024	
Estimated Date of Approval of Final Contract/Work Begins	March 1, 2024	

SECTION 2 -Description of TRIHCI/Program Issuing the Request for Proposals

The Tule River Indian Health Center, Inc

SECTION 3 – Proposed Scope of Work

The Dentist shall be responsible for assessing patient condition, interpreting X-rays, developing treatment plans, applying various therapies, and maintaining clinical records. Their role also includes conducting health checkups and helping with pain management and recovery.

The Dentist must hold a current unrestricted license to practice in the State of CA. Previous experience in quality assurance, medical/legal investigations are recommended but not required. Must have good written and oral communication skills and be able to effectively interact with varied and diverse groups.

A. Scope of Services:

1. Provider will render to TULE RIVER INDIAN HEALTH CENTER, INC all services relating to Dentist care and referrals as required by the patient population of TULE RIVER INDIAN HEALTH CENTER, INC, and within the time constraints outlined below.
2. Provider will provide services according to the regulations and guidelines established and recognized by TULE RIVER INDIAN HEALTH CENTER, INC for the purpose of serving the needs of local patients and clientele. Provider will collaborate with the Medical Director or Chief Executive Officer to ensure the timely and effective delivery of contracted services.
3. Written reports, records, and other information pertaining to the provision of Provider services will be delivered to the Dental Director or Chief Executive Officer as needed or required.
4. Provider shall submit the data or information required to bill third party payers directly to TULE RIVER INDIAN HEALTH CENTER, INC on forms and in formats provided or approved by TULE RIVER INDIAN HEALTH CENTER, INC in a timely manner. Provider shall not make claims to any party or charge patients for services covered under terms of this Agreement.
5. Provider will offer onsite services to TULE RIVER INDIAN HEALTH CENTER, INC every Tuesday, and Thursday between 8:00 a.m. and 2:00 p.m.

SECTION 4 – Process for Submitting a Proposal

A. Proposal Submission, Deadline, and Location Instructions

Proposals submitted in response to this RFP must be received by TULE RIVER INDIAN HEALTH CENTER, INC no later than the time and date specified in the Schedule section herein. Proposals may be submitted by U.S. Mail, delivery service, in person, or electronically. Proposals must be addressed to:

**Tule River Indian Health Center, Inc
380 N. Reservation Rd
Porterville, CA 93257**

c/o

Katherine Portillo, Chief Operating Officer
Katherine.Portillo@crihb.org
Proposals must be clearly marked as follows:

Tule River Indian Health Center, Inc

Unless waived as a non-material deviation in accordance with Section 6A late submissions will not be accepted and will be returned to the proposer unopened. Delivery of the Proposals shall be at the Proposer's expense. The time of receipt shall be considered when a Proposal has been officially documented by the TRIHCI, in accordance with its established policies, as having been received at the location designated above. The TRIHCI accepts no responsibility for mislabeled mail or mail that is not delivered or is undeliverable for whatever reason. Any damage that may occur due to shipping shall be the Proposer's responsibility.

All Proposals submitted in response to this RFP must consist of at least:

- a) One (1) original and four (4) clearly identified copies of the Proposal, including all required attachments; or
- b) One (1) electronic copy of the Proposal via email, with the price proposal as a separate attachment.

B. Proposal Inquiries

All inquiries concerning this RFP, including but not limited to, requests for clarifications, questions, and any changes to the RFP, shall be submitted via email to the following RFP designated Points of Contact:

TO: Katherine Portillo, Chief Operating Officer, Katherine.Portillo@crihb.org

Inquiries must be received by the Clinic's RFP Points of Contact no later than the conclusion of the Proposer Inquiry Period (see Schedule of Events section, herein). Inquiries received later than the conclusion of the Proposer Inquiry Period shall not be considered properly submitted and may not be considered.

The TRIHCI intends to issue official responses to properly submitted inquiries on or before the date specified in the Schedule section, herein; however, this date is subject to change at the TRIHCI's discretion. The TRIHCI may consolidate and/or paraphrase questions for sufficiency and clarity.

The TRIHCI may, at its discretion, amend this RFP on its own initiative or in response to issues raised by inquiries, as it deems appropriate. Oral statements, representations, clarifications, or modifications concerning the RFP shall not be binding upon the TRIHCI. Official responses by the TRIHCI will be made only in writing by the process described above.

C. Restriction of Contact with TRIHCI Employees

From the date of release of this RFP until an award is made and announced regarding the selection of a Proposer, all communication with personnel employed by or under contract with the TRIHCI regarding this RFP is forbidden unless first approved by the RFP Points of Contact listed in the Proposal Inquiries section, herein. TRIHCI employees have been directed not to hold conferences and/or discussions concerning this RFP with any potential contractor during the selection process, unless otherwise authorized by the RFP Points of Contact. Proposers may be disqualified for violating this restriction on communications.

D. Validity of Proposal

Proposals must be valid for one hundred and eighty (180) days following the deadline for submission of Proposals in Schedule of Events, or until the Effective Date of any resulting Contract, whichever is later.

SECTION 5 - Content and Requirements for a Proposal

Proposals shall follow the following format and provide the required information set forth below:

Dentist interested in entering into a contract with the TRIHCI shall submit a current Resume, anticipated compensation not exceeding following rates

1. **Scope of Services:** The dentist is hereby engaged to perform consulting services for TRIHCI to include the following services during the term of this Agreement:
 - A. Provider will render to TRIHCI all services relating to **Dentistry** as required by the patient population of TRIHCI, and within the time constraints outlined below.
 - B. Provider will provide services according to the regulations and guidelines established and recognized by TRIHCI for the purpose of serving the needs of local patients and clientele. Provider will collaborate with the Medical Director or Chief Executive Officer to ensure the timely and effective delivery of contracted services.
 - C. Provider will communicate verbally and in writing with referral sources, other team members, and treatment reviewers to promote and coordinate treatment; participate in practice development activities; meet clerical/administrative requirements as needed for financial, risk management and quality improvement activities; work closely with the CEO and the Dental Director to continue to improve the access and quality of clinical services for clients served by Tule River Indian Health Center, Inc.
 - D. For the term of this agreement, Provider agrees to provide services at TRIHCI facilities between the hours of 8:00 a.m. and 5:00 p.m. on Monday, Thursday and Friday of each week with such days involving direct patient care. Contract of services needed outside of the above stated days will be communicated to Provider by the Dental Director and CEO.

2. **Fees:** TRIHCI would pay up to the Consultant fee of \$750.00 per day of services rendered (8 hours/day @ \$93.75/hour) in exchange for the services listed in Paragraph 1. The Incumbent will bill TRIHCI monthly, and payment is due within 30 days of the date an invoice is rendered.

Limited Services: The Incumbent will assist TRIHCI in accordance with the Scope of Services. Additional services may be provided by pending discussion and written approval by both Parties

1. a statement setting forth a method to accomplish the objectives listed below. Each proposal

submitted will be evaluated on the basis of experience and cost. Bidders may be required to interview with the TRIHCI and/or the Board.

SECTION 6 – Evaluation of Proposals

A. Criteria for Evaluation and Scoring

Each responsive Proposal will be evaluated and considered with regard to the following criteria:

MINIMUM REQUIREMENTS – (Maximum Points:20)

The minimum requirements for the proposal to be given consideration are:

- The proposal must be received by 5PM on the closing date of June 9, 2023.
- The proposal must contain explanation and disclosure of all services.
- The proposal must contain a Cover Letter
- The price proposal must be in a sealed envelope (or separate file if submitted electronically).

EVALUATION OF THE INDIVIDUAL – (Maximum Points:80)

The overall mission, program, and services of the individual as it relates to the delivery of contracted services as described in the RFP.

- The individual must be a Dentist who possesses an unrestricted State of California license.
- The Dentist Investigator must have held this unrestricted license for at least 5 years.
- The individual has demonstrated the experience and capacity necessary to meet the job description duties. This includes:
 - Previous experience in quality health care
 - Familiarity with electronic medical records EHR-review
 - Familiarity with electronic data base management - NextGen
 - Understanding the applicability of the HIPAA and other medical rules as applied to clinical practice

The Dentist shall be responsible for enhance quality of care for the patients of TRIHCI

If the TRIHCI determines to make an award, the TRIHCI will issue an “intent to negotiate” notice to a Proposer based on these evaluations. Should the TRIHCI be unable to reach agreement with the selected Proposer during Contract discussions, the TRIHCI may then undertake Contract discussions with the second preferred Proposer and so on, or the TRIHCI may reject all proposals, cancel this RFP, or solicit new Proposals under a new acquisition process.

The TRIHCI will use a scoring scale of 125 points, a maximum of 25 points awarded based on the Price Proposal, a maximum of 100 points awarded for the Technical Proposal, which will be

distributed as set forth in the table below.

CATEGORIES	POINTS
TECHNICAL PROPOSAL with the following potential maximum scores for each Technical Proposal category;	100
PRICE PROPOSAL POTENTIAL MAXIMUM POINTS	25
TOTAL POTENTIAL MAXIMUM POINTS AWARDED	125

The TRIHCI will select a Proposer based upon the criteria and standards contained in this RFP and from applying the weighting in this section. Oral interviews and reference checks, to the extent they are utilized by the TRIHCI, will be used to refine, and finalize scores.

B. Planned Evaluations

The TRIHCI plans to use the following process:

- Initial screening to ensure that the Proposals are in compliance with submission requirements.
- Preliminary evaluation of the Proposals;
- Oral interviews (if necessary);
- Final Evaluation of Technical Proposals and scoring;
- Review of Price Proposals and final scoring; and
- Select the highest scoring Proposer and begin contract negotiation.

C. Initial Screening

The TRIHCI will conduct an initial screening step to verify Proposer compliance with the technical submission requirements set forth in the RFP and the minimum content set forth in Section 5 of this RFP. The TRIHCI may waive or offer a limited opportunity to cure immaterial deviations from the RFP requirements if it is determined to be in the best interest of the State.

D. Preliminary Technical Scoring of Proposals

The TRIHCI will establish an evaluation team to initially score the Technical Proposals. This evaluation team will review the technical proposals and give a preliminary score to the technical proposals under the guidelines set forth in Section 6. Should a Proposer fail to achieve 65 Points in the preliminary scoring, it will receive no further consideration from the evaluation team and the Proposer’s Price Proposal will be returned unopened. Price Proposals will remain sealed during the preliminary technical review.

E. Oral Interviews

If the TRIHCI determines that it is appropriate, proposers may be invited to oral interviews. The TRIHCI retains the sole discretion to determine whether to conduct oral interviews, with which proposers, and the number of interviews. Proposers are advised that the TRIHCI may

decide to conduct interviews with less than all responsive proposers.

The purpose of oral interviews is to clarify and expound upon information provided in the written Proposals. Proposers are prohibited from altering the basic substance of their Proposals during the oral interviews. The TRIHCI may ask the Proposer to provide written clarifications of elements in their Technical Proposal regardless of whether it intends to conduct oral interviews. Information gained from oral interviews will be used to refine technical review scores assigned from the initial review of the Proposals.

F. Final Technical Scoring of Proposals

Following oral interviews, reference checks (if applicable/appropriate) and/or review of written clarifications of Proposals requested by the TRIHCI, the evaluation team will determine a final score for each Technical Proposal.

G. Price Proposal Review

Price Proposals will be reviewed upon completion of the final technical scoring of Proposals. The Proposer's Price Proposal will be allocated a maximum potential score of 25 points. Proposers are advised that this **is not a low bid award** and that the scoring of the Price Proposal will be combined with the scoring of the Technical Proposal to determine the overall highest scoring Proposer. The following formula will be used to assign points for costs:

$$\text{Proposer's Price Score} = (\text{Lowest Proposed Price} / \text{Proposer's Proposed Price}) \times \text{Number of Points for Score}$$

For the purpose of use of this formula, the lowest proposed price is defined as the lowest price proposed by a Proposer who has scored above the minimum necessary for consideration on the Technical Score.

H. No Best and Final Offer

The Proposal should be submitted initially on the most favorable terms which the Proposer can offer. There will be no best and final offer procedure. The Proposer should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some or all of the Proposal.

I. Final Selection

The TRIHCI will conduct a final selection based on the final evaluation of the initial proposals and begin contract negotiations with the selected Proposer.

J. Rights of the TRIHCI in Accepting and Evaluating Proposals

The TRIHCI reserves the right to:

- Make independent investigations in evaluating Proposals;
- Request additional information to clarify elements of a Proposal;
- Waive minor or immaterial deviations from the RFP requirements, if determined to be in the best interest of the TRIHCI
- Omit any planned evaluation step if, in the TRIHCI's view, the step is not needed;
- At its sole discretion, reject any and all Proposals at any time; and
- Open contract discussions with the second highest scoring Proposer and so on, if the TRIHCI is unable to reach an agreement on Contract terms with the higher scoring Proposer(s).

SECTION 7 – Terms and Conditions Related to the RFP Process

A. RFP Addendum

The TRIHCI reserves the right to amend this RFP at its discretion, prior to the Proposal submission deadline. In the event of an addendum/addenda to this RFP, the TRIHCI, at its sole discretion, may extend the Proposal submission deadline, as it deems appropriate.

B. Non-Collusion

The Proposer's signature on a Proposal submitted in response to this RFP guarantees that the prices, terms and conditions, and Work quoted have been established without collusion with other Proposers and without effort to preclude the TRIHCI from obtaining the best possible competitive Proposal.

C. Property of the TRIHCI

All material received in response to this RFP shall become the property of the State and will not be returned to the Proposer. Upon Contract award, the State reserves the right to use any information presented in any Proposal.

D. COVID-19 Vaccine Requirement.

As of April 28, 2022, all Independent Contractor(s)/Provider(s) must be fully vaccinated against COVID-19.

All material received in response to this RFP shall become the property of the State and will not be returned to the Proposer. Upon Contract award, the State reserves the right to use any information presented in any Proposal.

E. Non-Commitment

Notwithstanding any other provision of this RFP, this RFP does not commit the TRIHCI to award a Contract. The TRIHCI reserves the right, at its sole discretion, to reject any and all Proposals, or any portions thereof, at any time; to cancel this RFP; and to solicit new Proposals under a new acquisition process.

F. Proposal Preparation Cost

By submitting a Proposal, a Proposer agrees that in no event shall the TRIHCI be either responsible for or held liable for any costs incurred by a Proposer in the preparation of or in connection with the Proposal, or for Work performed prior to the Effective Date of a resulting Contract.

SECTION 8 – Contract Terms and Award

A. Non-Exclusive Contract

Any resulting Contract from this RFP will be a non-exclusive Contract. The TRIHCI reserves the right, at its discretion, to retain other Contractors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal.

B. Award

If the TRIHCI decides to award a Contract as a result of this RFP process, any award is contingent upon approval of the Contract by Tule River Indian Health Board.

**TULE RIVER INDIAN HEALTH CENTER, INC
CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 U.S.C. Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Name of Firm Submitting Bid

Signature and Title of Authorized Official

Date

I am unable to certify to the above statements. Attached is my explanation.

Prime or Subcontractor's Name: _____

Telephone Number: _____

Submit to: Tule River Indian Health Center, Inc, PO Box 589, Porterville, CA 93258