



KAY IVEY  
Governor

# Alabama Medicaid Agency

501 Dexter Avenue  
P.O. Box 5624  
Montgomery, Alabama 36103-5624  
www.medicaid.alabama.gov  
e-mail: [almedicaid@medicaid.alabama.gov](mailto:almedicaid@medicaid.alabama.gov)

Telecommunication for the Deaf: 1-800-253-0799  
334-242-5000 1-800-362-1504



STEPHANIE MCGEE AZAR  
Commissioner

January 24, 2024

Dear Potential Vendor:

The Alabama Medicaid Agency (“Medicaid”) is seeking proposals to provide dental consulting services. Proposals will be accepted until **Wednesday, February 21, 2024, at 5:00 PM CT.**

The submission of a proposal does not guarantee the award of a contract. Any contract resulting from the proposal is not effective until it has received all required governmental approvals and signatures. In addition, the selected Vendor must not begin performing work under this contract until notified to do so by the departmental contracting agent.

When submitting a proposal, please read the entire Competitive Sealed Proposal (CSP) document and return your proposal in the requested format. All proposals should be submitted typed and contain an original signature. Submissions should be delivered to the CSP Project Director:

*Elizabeth Huckabee, Director  
Dental, EPSDT, and Physicians Division  
Alabama Medicaid Agency  
PO Box 5624  
501 Dexter Avenue, Suite 3030  
Montgomery, Alabama 36103*

**Proposals may be sent via Regular US Postal Service (USPS) Mail, Express/Overnight USPS Mail, commercial delivery services such as FedEx or UPS, or hand delivered by the closing date and time. Emailed or faxed responses are not accepted. Also, please note: All US Postal mail, including express/overnight mail that is dispatched to any state agency, is processed through the State mail facility before it is forwarded to the appropriate State agency. This may result in a delay of arrival to the department. By using the USPS, you assume the risk of delay that may result in your proposal being received late and therefore, being determined to be untimely. Postmarks of the date mailed are insufficient; the proposal must actually be received at the above listed office by the date/time specified.**

Please direct all questions to [dentalrfp@medicaid.alabama.gov](mailto:dentalrfp@medicaid.alabama.gov) .

Sincerely,

Elizabeth Huckabee, Director  
Dental, EPSDT, and Physicians Division

Enclosures: 3 [CSP – Request for Proposal, CSP Proposal Response, and Sample Contract]  
**Competitive Sealed Proposal (CSP) Number 2024-DENT-01**

## Dental Consulting Services

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**Organization:** Alabama Medicaid Agency (Medicaid)

**CSP Closing Date:** **February 21, 2024 at 5:00 PM CT**  
The CSP must be received at the below physical address by the listed date and time. Emailed or faxed responses are non-acceptable.

**CSP Project Director:** Elizabeth Huckabee, Director  
Dental, EPSDT, and Physicians Division  
Alabama Medicaid Agency  
PO Box 5624  
501 Dexter Avenue, Suite 3030  
Montgomery, Alabama 36103-5624  
Email: [dentalrfp@medicaid.alabama.gov](mailto:dentalrfp@medicaid.alabama.gov)

**CSP Questions:** Vendors requiring clarification of any section within this CSP must submit questions to [dentalrfp@medicaid.alabama.gov](mailto:dentalrfp@medicaid.alabama.gov). Questions and answers will be posted on the website. **February 1, 2024 is the deadline to submit a CSP question.**

**CSP Mailing Reminder:** Proposals may be sent via Regular US Postal Service (USPS) Mail, Express/Overnight USPS Mail, commercial Delivery service such as FedEx or UPS, or hand delivered by the closing date and time. Emailed or faxed responses are not accepted. Also, please note: All US Postal mail, including express/overnight mail that is dispatched to any State agency is processed through the State mail facility before it is forwarded to the appropriate State agency. This may result in a delay of arrival to the department. By using the USPS, you assume the risk of delay that may result in your proposal being received late and therefore being determined to be untimely. Postmarks of the date mailed are insufficient; the proposal must actually be received at the above listed office by the date/time specified.

*Purpose/Background for CSP:*

Medicaid is seeking a currently Alabama licensed dentist with five plus years of experience as a practicing dentist to provide consulting services as a contractor. The contractor must serve Medicaid as a dental consultant carrying out the duties outlined within this CSP.

Currently, there are 2,562 active licensed dentists within the State of Alabama and approximately 851 Medicaid enrolled dentists with a claim paid in fiscal year (FY) 2022. More dental specific information can be found on the Medicaid website [www.medicaid.alabama.gov](http://www.medicaid.alabama.gov).

All information contained in this CSP and any amendments reflect the best and most accurate information available to Medicaid at the time of preparation. No inaccuracies in such data shall constitute a basis for change of the payments to the contractor or a basis for legal recovery of damages.

*Additional information:*

- The initial contract term shall be for one year effective June 1, 2024 through May 31, 2025. Alabama Medicaid shall have four, one-year options for extending this contract if approved by the Legislative Contract Review Oversight Committee.
- In order to do business in the State of Alabama, all businesses domestic<sup>1</sup> or foreign<sup>2</sup> must be registered with the Alabama Secretary of State Office
- All Vendors must provide a w-9.
- Before a contract is signed, the Contractor awarded the contract must submit the following completed forms:
  - ✓ Certificate of compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Ala. Code § 31-13-1 et seq.)
  - ✓ Contract Review Report
  - ✓ Alabama Medicaid Business Associate Addendum
  - ✓ Immigration Status Form
  - ✓ State of Alabama Disclosure Statement
- A *sample* contract is attached

*Contract position is currently available at the following location (s):*

- Alabama Medicaid Agency Central Office, Montgomery, Alabama
- Some responsibilities may be performed remotely. Medicaid will provide Vendor with a secure laptop and cell phone to be used for any responsibilities that can be completed remotely. Although some responsibilities may be performed remotely, Vendor must be available to be on-site in Montgomery, Alabama as needed or requested by Program staff.

*Required qualifications for individual Vendor:*

- Be a graduate with a Doctor of Dental Surgery (D.D.S) or Doctor of Dental Medicine (D.M.D) from an accredited school of dentistry
- Possess a current Alabama dental license and in good standing with State Board of Dental Examiners
- Not a current active enrolled Alabama Medicaid Provider
- Five plus years of experience as a practicing dentist
- Available to be on-site in Montgomery, Alabama as needed or requested by Program staff

*Scope of Work for individual Vendor:*

The Vendor must describe their ability to provide the consulting services below:

- Provide clinical interpretation and apply the policies and standards in accordance with Alabama Medicaid policy.
- Review and process prior authorization (PA) requests for certain oral health services. Vendor must approve or deny the requests in accordance with approved Medicaid

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<sup>1</sup> Domestic means within the State of Alabama

<sup>2</sup> Foreign means outside the State of Alabama

criteria. Vendor will ensure that Medicaid criteria are applied in a uniform manner to all requests. (See Chapter 13 of the Alabama Medicaid Provider Manual for current Medicaid PA criteria).

- Review current Medicaid PA criteria and make recommendations for change based upon clinical review of current medical literature, other states' Medicaid program criteria, and Medicare or other organizations' criteria (See Chapter 13 of the Medicaid Provider Billing Manual for current Medicaid dental policies).
- Discuss and answer clinical questions regarding dental policies with providers or provider staff. The communication for the clinical questions may include electronic format, via telephone/conference calls, hard copy (memos, letters, etc.), or face-to-face meetings. In addition, the contractor will meet with the State Dental Association groups to solicit comments regarding current and future Medicaid dental policies.
- Participate as a member of the Dental Task Force.
- Evaluate comprehensive dental cases, hospital cases, and make clinical recommendations to Medicaid regarding dental services.
- Provide consultation and professional assistance to Medicaid in review of policy questions and issues.
- Review current Medicaid Dental policies and make recommendations for change based upon clinical review of current medical literature, other states' Medicaid program criteria, and Medicare or other organizations' criteria (See Chapter 13 of the Medicaid Provider Billing Manual for current Medicaid dental policies).
- Recommend and develop edits and audits to prevent inappropriate billing or payment for non-covered or unauthorized services.
- Produce utilization reports from the Medicaid billing system in order to gather information, conduct utilization reviews, investigate billing patterns, and recommend appropriate actions as necessary.
- Perform on-site dental provider visits and on-site records reviews to assess compliance with Medicaid policies.
- Participate in any administrative actions, such as fair hearings, pre-hearing conferences, and court actions, when circumstances warrant participation.
- Review medical/dental records in order to identify overpayments and potential errors in provider billing.
- Provide detailed written reports summarizing medical record review findings to include recoupment, professional board and Medicaid Fraud Control Unit (MFCU) referral recommendations when needed.
- Recommend, assist, and coordinate provider reviews with the Program Integrity Department and the Alabama Attorney General's Office.
- Respond to Medicaid requests in a timely manner. It is expected that all telephone calls, emails and faxes from Medicaid should be responded to within 24 hours.
- Notify applicable Medicaid staff, in advance, that the Vendor will be unavailable or out of the office.

## Competitive Sealed Proposal (CSP) Number 2024-DENT-01

### Dental Consulting Services CSP Proposal Response

The instructions below must be followed or responses will not be accepted.

Respondents are encouraged to respond fully to each inquiry, but to be as concise as possible. Medicaid reserves the right to request clarifications with any or all Vendors if they are necessary to properly clarify compliance with the requirements of this CSP. Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award, but proposals may be accepted without such discussions.

*Each proposal must contain specific responses to each of the following requests:*

- Submit a one page cover letter summarizing your proposal.
- Enclose individual contact information to include:
  - Legal name
  - Valid address
  - Telephone number
- Body of the proposal must include:
  - Description of Vendor's previous experience and background to show Vendor's ability to provide the scope of work for this CSP, including number of years as a dental provider
  - Three (3) work references
  - A statement acknowledging the understanding and compliance with the CSP, including the required qualifications and Vendor duties described herein
  - A statement of agreement to the pricing terms.
- Include a listing of current employers, volunteer services and teaching duties, including the number of years as a dental provider
- Clearly mark the outside of the envelope "CSP for Dental Consulting Services"
- Vendors must submit one original proposal with original signatures in ink, five (5) additional hard copies in binder form, plus two electronic (Word format) copies of the proposal on jump drive clearly labeled with the Vendor name and the procurement number **(2024-DENT-01)**

The entire proposal must be received at the following address no later than **5:00 PM CT on Wednesday, February 21, 2024**. Please review the above labeled CSP Mailing Reminder section. All proposals received after the deadline will not be considered. Mail to:

*Elizabeth Huckabee, Director  
Dental, EPSDT, and Physicians Division  
Alabama Medicaid Agency  
PO Box 5624  
501 Dexter Avenue, Suite 3030  
Montgomery, Alabama 36103-5624*

*State Not Responsible for Preparation Costs:*

The costs for developing and delivering responses to this CSP and any subsequent presentations of the proposal as requested by the state are entirely the responsibility of the Vendor. The state is not liable for any expense incurred by the Vendor in the preparation and presentation of their proposal or any other costs incurred by the Vendor prior to execution of a contract.

*Evaluation Process:*

A review committee will examine each proposal submitted. Medicaid expects a final selection on or before **Wednesday, March 11, 2024**.

*Selection Criteria:*

- All proposals will initially be classified as either "acceptable," "potentially acceptable, that is, reasonably susceptible of being made acceptable," or "unacceptable." Proposals may be found unacceptable at any time during the evaluation process or contract negotiation if any of the required information is not provided or the proposal is not within the plans and specifications described and required in the CSP. If a proposal is found to be unacceptable, it will not be considered further and the offeror will be promptly notified.

*Evaluation Criteria:*

Proposals will be evaluated based on their responsiveness to the items contained in the CSP Proposal Response Section of this document. It is expected that the review committee will rate responses according to the following ways:

- Ability to perform Scope of Work – (50%)
- References – (50%)

*Pricing:*

Compensation for services rendered hereunder must be on the basis of time for the rate of ninety dollars (\$90.00) per hour for each hour of professional time actually expended by Vendor in performance of assigned duties. In addition, some travel for attendance at county association dental meetings and regional meetings will be required. Medicaid will approve prior to such attendance and payment will be made at the state reimbursement rate. Medicaid will also allow up to \$3,500.00 per year reimbursement for malpractice/liability coverage for functions performed as a Consultant for Medicaid. Total compensation payable for time under this contract must not exceed \$100,000.00 per year. Total compensation for travel will be dependent on duties required and is not included in the annual amount. Payment for services rendered must be made by Medicaid based on Vendor's submission of an itemized sworn invoice reflecting amount, date, place, and kind of service.

*\*Tentative Calendar of Events:*

Vendor Letter Issued – January 24, 2024
Deadline for questions to be submitted posted as available – 5:00 PM CT - February 1, 2024
Final posting for questions to website – February 12, 2024
Proposals due by 5:00 PM CT - February 21, 2024
Evaluation Period – February 22-March 11, 2024
Contract Award Notification – on or before March 20, 2023
Contract Review Committee – May 2, 2024
Official Contract Award/Begin Work – June 1, 2024

*\*All date are subject to change.*

**SAMPLE**  
PROFESSIONAL EMPLOYMENT CONTRACT  
BETWEEN  
Enter Contractor Name  
AND  
THE ALABAMA MEDICAID AGENCY

THIS AGREEMENT is effective the Enter Begin Day of Contract day of Enter Contract Begin Month and Year, by and between, the Alabama Medicaid Agency (hereinafter referred to as Medicaid) and Enter Contractor Name (hereinafter referred to as Contractor), regarding brief description of why MOU is needed; and

WHEREAS, the Contractor and Medicaid, hereby agree as follows: List below the requirements for Contractor and Medicaid.

1. The parties' obligations to make payment hereunder are subject to the availability of state and federal funds. Should funds become unavailable during the term of this agreement, the agreement shall terminate immediately upon written notice by the terminating party to the other. The parties will be entitled to reimbursement for costs incurred under this Memorandum of Understanding prior to the termination date.
2. This Memorandum of Understanding shall be effective Enter Contract Effective Date, and except as otherwise provided above, shall remain in effect until terminated by agreement of both parties or upon 30 days written notice to the other party. The effective date of termination will be on the first day of the month following expiration of the 30 day notice period. This agreement may be amended as required, provided that such is in writing and signed by both parties.
3. Under no circumstances shall any commitments by Medicaid constitute a debt of the State of Alabama as prohibited by Article XI, Section 213, Constitution of Alabama of 1901, as amended by Amendment 26. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment, whether now in effect or which may, during the course of this Contract, be enacted, then that conflicting provision in the contract shall be deemed null and void. The Contractor's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim against Medicaid with the Board of Adjustment for the State of Alabama.



4. In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail, and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama.

For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.

5. In the event of proration of the funds from which payment under this contract is to be made, this contract will be subject to termination.

6. Each officer or employee of any person to whom Social Security information is or may be disclosed shall be notified in writing by such person that Social Security information disclosed to such officer or employee can be only used for authorized purposes and to that extent and any other unauthorized use herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the cost of prosecution. Such person shall also notify each such officer or employee that any such unauthorized further disclosure of Social Security information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n).

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

8. Contractor hereby certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency. (See Attachment.)

9. Contractor acknowledges and understands that this contract is not effective until it has received all requisite state government approvals and Contractor shall not begin performing work under this contract until notified to do so by Medicaid. Contractor is entitled to no compensation for work performed prior to the effective date of this contract.

11. All parties shall comply with the provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and any implementing regulations as adopted. Contractor shall comply with the Business Associate Agreement attached.

12. All services rendered by Contractor shall be as an independent contractor and not as an employee (merit or otherwise) of the State of Alabama, and shall not be entitled to or receive Merit System benefits.

13. In accordance with Alabama law, Contractor will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Contractor will document that the Contractor is enrolled in the E-Verify Program. During the performance of the contract, the contractor shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. Contractor further agrees that, should it employ or contract with any subcontractor(s) in connection with the performance of the services pursuant to this contract, the Contractor will secure from such subcontractor(s) documentation that subcontractor is enrolled in the E-Verify program prior to performing any work on the project. The subcontractor shall verify every employee that is required to be verified according to the applicable federal rules and regulations. This subsection shall only apply to subcontractors performing work on a project subject to the provisions of this section and not to collateral persons or business entities hired by the subcontractor. Contractor shall maintain the subcontractor documentation that shall be available upon request by the Alabama Medicaid Agency.

14. Pursuant to Ala. Code §31-13-9(k), by signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

18. In compliance with Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade. Failure to comply with these requirements may result in termination of the agreement or subcontract.



## State of Alabama Solicitation

<b>Solicitation</b> RFP 062 24000000059	<b>Document Phase</b> Final	<b>Document Description</b> Dental Consulting Services,Competitive Sealed Proposal (CSP)
<b>Procurement Folder</b> 1897803	<b>Creation Date</b> 01/17/24	<b>Print Date</b> 01/18/24

### Request for Proposals

#### CONTACTS

<b>Contact</b>	<b>Name</b>	<b>E-mail</b>	<b>Phone</b>
<b>Requestor:</b>	Info RFP	RFP@medicaid.alabama.gov	334-353-3785
<b>Issuer:</b>	Info RFP	RFP@medicaid.alabama.gov	334-353-3785
<b>Buyer:</b>	Info RFP	RFP@medicaid.alabama.gov	334-353-3785

**Bids will be accepted from:** 01/24/24  
   **to:** 02/21/24

**All Inquiries for Information Regarding Bid Submission Requirements or Procurement Procedures Should be Directed To The Buyer Contact Listed Above.**

#### COMMODITY INFORMATION

<b>Group:</b> 1	<b>Line:</b> 1	<b>Line Type:</b> Service
<b>Commodity Code:</b> PRF08		<b>Quantity:</b>
<b>Commodity Description:</b> CONSULTING SERVICES (HEADER LINE)		<b>Unit:</b>
<b>Extended Description:</b>		

CONSULTING SERVICES (HEADER LINE ONLY\*\*\*DO NOT USE)

#### SHIPPING AND BILLING

<b>Shipping</b> Medicaid Headquarters Shipping 501 Dexter Avenue Montgomery, AL 36104  <b>Delivery Date:</b>	<b>Billing</b> Medicaid Headquarters Billing 501 Dexter Avenue Montgomery, AL 36104  <b>Delivery Type:</b>
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#### COMMODITY INFORMATION

<b>Group:</b> 1	<b>Line:</b> 2	<b>Line Type:</b> Service
<b>Commodity Code:</b> PRF15		<b>Quantity:</b>
<b>Commodity Description:</b> MEDICAL/HEALTH SERVICES		<b>Unit:</b>
<b>Extended Description:</b>		

**SHIPPING AND BILLING**

**Shipping**

Medicaid Headquarters Shipping  
501 Dexter Avenue  
Montgomery, AL 36104

**Delivery Date:**

**Billing**

Medicaid Headquarters Billing  
501 Dexter Avenue  
Montgomery, AL 36104

**Delivery Type:**

**COMMODITY INFORMATION**

**Group:** 1

**Line:** 3

**Line Type:** Service

**Commodity Code:** 94828

**Quantity:**

**Commodity Description:** Dental Services

**Unit:**

**Extended Description:**

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Dental Services

Dental Services

**SHIPPING AND BILLING**

**Shipping**

Medicaid Headquarters Shipping  
501 Dexter Avenue  
Montgomery, AL 36104

**Delivery Date:**

**Billing**

Medicaid Headquarters Billing  
501 Dexter Avenue  
Montgomery, AL 36104

**Delivery Type:**

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## **Request for Proposal Standard Terms and Conditions**

### **1. Authority**

Division 4 of the Department of Finance Administrative Code (Chapters 355-4-1 through 355-4-6), effective October 1, 2022, is incorporated by reference and made a part of this document. To view the relevant provisions of the Administrative Code, visit our website <https://purchasing.alabama.gov/>

### **2. Prohibited Contacts; Inquiries regarding this RFP**

From the Release Date of this Request for Proposal (hereafter referred to as RFP) until a contract is awarded, parties that intend to submit, or have submitted, a Proposal are prohibited from communicating with any members of the Soliciting Party's Team for this transaction who may be identified herein or after the Release Date, or other employees or representatives of the Soliciting Party regarding this RFP or the underlying transaction except the designated contact(s).

### **3. Nonresponsive Proposals**

Any Proposal that does not satisfy requirements of the RFP may be deemed non-responsive and may be disregarded without evaluation. Supplemental information, including information necessary to clarify a proposal, may be required from any Proposer.

### **4. Changes to RFP; Changes to Schedule**

The Soliciting Party reserves the right to change or interpret the RFP prior to the Proposal Due Date. Changes will be communicated to those parties receiving the RFP who have not informed the Soliciting Party's designated contact that a Proposal will not be submitted. Changes to the deadline or other scheduled events may be made by the Soliciting Party as it deems to be in its best interest.

### **5. Expenses of Proposal**

A Proposer will not be reimbursed for any expenses incurred in preparation of a proposal.

### **6. Rejection of Proposals**

The State reserves the right to reject any and all proposals and cancel this Request if, in its sole discretion, it deems such action to be in its best interest.

### **7. The Final Terms of the Engagement**

Issuance of this RFP in no way constitutes a commitment by the State to award a contract. The final terms of engagement for the service provider will be set out in a contract which will be effective upon its

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acceptance by the State as evidenced by the signature thereon of its authorized representative. Provisions of this RFP and the accepted Proposal may be incorporated into the terms of the engagement should the State so dictate. Notice is hereby given that there are certain terms standard to commercial contracts in private sector use which the State is prevented by law or policy from accepting, including indemnification and holding harmless a party to a contract or third parties, consent to choice of law and venue other than the State of Alabama, methods of dispute resolution other than negotiation and mediation, waivers of subrogation and other rights against third parties, agreement to pay attorney's fees and expenses of litigation, and some provisions limiting damages payable by a vendor, including those limiting damages to the cost of goods or services.

### **8. Choice of Law; Venue**

This Contract will be governed by laws of the State of Alabama and the sole venue for litigation and alternative dispute resolution activities will be the City of Montgomery in the State of Alabama. No other court shall have jurisdiction.

### **9. Not to Constitute a Debt of the State**

The terms and commitments contained in the solicitation, or any contract resulting from this solicitation, shall not constitute a debt of the State of Alabama, the incurring of which is prohibited by Section 213 of the Official Recompilation of the Constitution of Alabama, 1901, as amended.

### **10. Proration**

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the supplier shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

### **11. Non-appropriation of funds**

Section 41-4-144(c) of the Code of Alabama 1975 states: "(c) When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled, and the supplier shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract. The cost of cancellation may be paid from any appropriations available for that purpose."

### **12. Open Trade/No Boycott**

For the term of this contract, supplier represents that it is not currently engaged in, and agrees not to engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this State can enjoy open trade.

### **13. Dispute Resolution**

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In the event of any dispute between the parties arising from this solicitation and any agreement relating to purchases or leases resulting therefrom, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, supplier's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar Association.

#### **14. Cancellation**

A contract for supplies may be canceled by the Chief Procurement Officer, for justifiable cause, by giving the supplier thirty (30) days written notice. A supplier may request cancellation and the Chief Procurement Officer may grant the request, in his or her sole discretion, if performance is prevented by an act of God, act of War, order of legal authority, or other unavoidable circumstances not attributable to the fault or negligence of the supplier. Contracts for services may be cancelled for justifiable cause by the Chief Procurement Officer by giving the vendor at least 72 hours' written notice. The burden of proof for such relief rests with the supplier. All correspondence pertaining to cancellation of a contract must be addressed to the Chief Procurement Officer with a copy to the using agency.

#### **15. Sales Tax Exemption**

Pursuant to Section 40-23-4 (a)(11) of the Code of Alabama 1975, the State of Alabama is exempt from paying sales tax. An exemption letter will be furnished upon request.

#### **16. No Indemnification**

Supplier acknowledges and agrees that, under the terms of this solicitation and agreements relating to purchases or leases resulting therefrom, the State is prohibited from indemnifying the supplier. The State does not agree to and will not indemnify the supplier for any reason. The State of Alabama does not release or waive, expressly or implied, the State of Alabama's right to assert sovereign immunity or any other affirmative defense right it may have under law. The State of Alabama shall control the defense and settlement of any legal proceeding on behalf of the State, including the selection of attorneys.

#### **17. Foreign Corporation – Alabama Secretary of State Registration**

Section 10A-1-7.01 to -7.14 of the Code of Alabama 1975 require a foreign entity (an out-of-state company/firm) to register with the Alabama Secretary of State's Office before transacting business in the State.

#### **18. Beason-Hammon Alabama Taxpayer and Citizen Protection Act**

A contract resulting from this RFP will include provisions for compliance with certain requirements of the Beason-Hammon Alabama taxpayer and Citizen Protection Act, Sections 31-13-1 through 35, Code of Alabama 1975 as follows:

E- VERIFY ENROLLMENT DOCUMENTATION AND PARTICIPATION. As required by Section 31-13-9(b), Code of Alabama 1975 Contractor that is a "business entity" or "employer" as defined in

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Section 31-13-3, will enroll in the E-Verify Program administered by the United States Department of Homeland Security, will provide a copy of its Memorandum of Agreement with the United States Department of Homeland Security that program and will use that program for the duration of this contract.

As required by Section 31-13-9(k) of the Code of Alabama 1975, the supplier agrees to the following: “By signing this contract, the contracting parties affirm, for the duration of any agreement that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.”

To enroll in the E-Verify program visit <https://www.e-verify.gov/>

## **19. Conflict of Law**

If any provision of this solicitation and any subsequent award shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this agreement, be enacted, then that conflicting provision shall be deemed null and void.

## **20. Disclosure Statement**

A Proposal must include one original Disclosure Statement as required by Code Section 41-16-82, et seq., of the Code of Alabama 1975. The Disclosure Statement, and information, may be downloaded from the State of Alabama Attorney General’s web site at <https://www.alabamaag.gov/Forms>

## **21. Certification Pursuant to Act No. 2006-557**

Section 41-4-142 of the Code of Alabama 1975 (Act No. 2006-557) provides that every bid submitted and contract executed shall contain a certification that the supplier, supplier, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama State and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid or proposal, the supplier is hereby certifying that they are in full compliance with Section 41-4-142, they are not barred from bidding or entering into a contract as a result and acknowledges that the awarding authority may declare the contract void if the certification is false.

## **22. Supplier Qualifications**

After bid opening, the State reserves the right to request written proof of qualifications including, but not limited to, manufacturer’s reseller authorization, professional licenses, certificates of insurance, etc.

## **23. Pricing**

The State of Alabama reserves the right to conduct analysis based on cost realism and/or price reasonableness for any or all bids as determined necessary in the sole discretion of the Chief Procurement Officer. Such analysis may include requests pursuant to Section 41-4-141 of the Code of Alabama 1975.

## **24. Product Delivery, Receiving and Acceptance:**



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In accordance with the Uniform Commerce Code (Title 7 of the Code of Alabama 1975), after delivery, the State of Alabama shall have the right to inspect all products before accepting. The State will inspect products in a reasonable timeframe. Signature on a delivery document does not constitute acceptance by the State. The State will accept products only after satisfactory inspection.

## **25. Invoices**

Inquiries concerning invoice payments are to be directed to the receiving agency.

## **26. Late Payments**

Penalty for agencies paying invoices late may not exceed the rate charged by State of Alabama Comptroller's Office per Section 41-16-3 of the Code of Alabama 1975 and as established by the Secretary of the Treasury under the authority of 26 U.S.C. §6621.

## **27. Electronic Payments**

Vendors must accept multiple forms of electronic payment at no additional cost to the State. Payment forms include but are not limited to state issued credit cards, P-cards, EFT or other forms of electronic payment.

## **28. Supplier Registration**

Suppliers may receive bid notices by registering for commodities at the Alabama Buys supplier portal, <https://alabamabuys.gov>

## **29. Internet Website Links**

Internet and/or website links will not be accepted in bid responses as a means to supply any requirements stated in this solicitation.

## **30. Solicitation Responses and Results**

The complete bid file will be made available for review as provided by (or as outlined) in Section 41-4-115 of the Code of Alabama 1975 and Rule 355-4-1-.04 of the Department of Finance Administrative Code.

## **31. Exception to Terms and Conditions**

Suppliers may place any qualifications, exceptions, conditions, reservations, limitations, or substitutions in their bid or proposal concerning the contract terms and conditions. However, the State is not obligated to accept any changes to the published terms and conditions of the solicitation.

## **32. Intent to Award**

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The State of Alabama Office of the Chief Procurement Officer will issue an 'Intent to Award' before a final award is made. The 'Intent to Award' will continue for a period of fourteen (14) calendar days, after which the award will be final provided there are no protests. A detailed explanation of this process may be reviewed in the Alabama Administrative Code – Chapter 355-4-6-.01. All protest communications filed via email must be sent to: [protests@purchasing.alabama.gov](mailto:protests@purchasing.alabama.gov)

### **33. Confidentiality**

Procurement information is a public record to the extent provided by state law and shall be available to the public. Section 41-4-115 of the Code of Alabama 1975 defines what is exempt from disclosure. Additional rules are included in Rules 355-4-1-.03(4) and 355-4-1-.04 of the Alabama Department of Finance Administrative Code.

### **34. Click Wrap**

The State of Alabama acknowledges that additional terms between the supplier and the State or third-party terms may apply but does not agree to be bound by them unless provided for review and separately agreed to in writing by an authorized official of the State of Alabama. If the purchase or use of the supplies or services provided utilizes a computer interface, no State of Alabama end user shall be deemed to have agreed to any clause by virtue of it appearing in an "I agree" click box or other comparable mechanism ("click-wrap" or "browse-wrap"); rather the terms and conditions, such as End User License Agreements, may only be accepted by inclusion in an agreement and signature by an authorized official of the State of Alabama. If the terms and conditions or any other third-party terms and conditions are invoked through click wrap, execution by any unauthorized individual shall not bind the end user or the State of Alabama to such clause. Any clause which requires the State of Alabama to indemnify another party or clause which assigns jurisdiction to any state other than Alabama which is contained in such click-wrap is deemed to be stricken from the terms and conditions unless expressly agreed in writing and under the signature of an authorized individual.

### **35. Assignment**

Any contract which results from this solicitation shall not be assignable by supplier without written consent of the State of Alabama. Any assignment or other transfer in violation of this provision will be null and void.

### **36. Debarment and Suspension**

Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any governmental department or agency. If supplier cannot certify this statement, supplier must attach a written explanation for review by the Chief Procurement Officer.

### **37. Merit System Exclusion**

It is understood and agreed that supplier is an independent supplier and as such all services rendered by supplier and its agents and employees thereof shall be as an independent supplier and not as an employee, Merit or otherwise, of the State of Alabama, and supplier or its agents and employees thereof shall not be entitled to or receive Merit System benefits.

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### **38. Severability**

In the event any provision of this solicitation or resulting contract shall not be enforceable, the remaining provisions shall continue in full force and effect.

### **39. Volume of Business**

Except as otherwise stated in this solicitation, the State of Alabama cannot and does not guarantee any volume of business.

### **40. Waiver**

The failure of the State of Alabama to require performance of any provisions of this solicitation or resulting contract shall not affect the State's right to require performance at any time thereafter, nor shall a waiver of any breach or default constitute a waiver of any subsequent breach or default nor constitute a waiver of the provision itself.

### **41. Legislative Contract Review Committee**

Personal and professional services contracts with the State may be subject to review by the Contract Review Permanent Legislative Oversight Committee in accordance with Section 29-2-40, et seq. of the Code of Alabama 1975. The vendor is required to be knowledgeable of the provisions of that statute and the rules of the committee. These rules can be found at <https://alison.legislature.state.al.us/contract-review>. If a contract resulting from this RFP is to be submitted for review the service provider must provide the forms and documentation required for that process.

### **42. Compliance with Ala. Act No. 2023-409.**

In compliance with Ala. Act No. 2023-409, by signing this contract, Supplier provides written verification that Supplier, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act. Under Section 2 of the Act, the written verification may be waived if the contracting governmental entity determines based on cost and quality factors that such a waiver is clearly in the best interest of the public.

By submitting a response, I hereby affirm the following:

I acknowledge receipt of the solicitation and all amendments (new rounds). I have read the solicitation and agree to furnish each item or service offered at the price quoted. I will comply with all terms and conditions contained within this solicitation. I have not been in any agreement of collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding. I further certify that I am not barred from bidding or entering into a contract and acknowledge that the State may declare the contract void if this certification is false.

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ATTENTION: Alabama Medicaid intends to post Dental Consulting Services CSP specifications document by the close of business on 01/23/2024, to the Alabama Medicaid website at: [http://www.medicaid.alabama.gov/CONTENT/2.0\\_newsroom/2.4\\_Procurement.aspx](http://www.medicaid.alabama.gov/CONTENT/2.0_newsroom/2.4_Procurement.aspx).

All questions concerning this RFP must be directed to: [dentalrfp@medicaid.alabama.gov](mailto:dentalrfp@medicaid.alabama.gov)

**RFP # 2024-DENT-01**  
**Dental Consulting Services CSP**  
**Proposer Questions and Agency Answers**  
**2/12/24**

<b>Question ID:</b>	1
<b>Date Question Asked:</b>	1/30/2024
<b>Question:</b>	I was made aware of a need with Alabama Medicaid for some consulting from a practicing dentist with at least 5 years of experience. How would I find out more about this position?
<b>Section Number:</b>	N/A
<b>RFP Page Number:</b>	N/A
<b>Agency Answer:</b>	<p>Thank you for your interest and question regarding the dental consulting services position.</p> <p>Medicaid issued a Competitive Sealed Proposal (CSP) on January 24, 2024 for this position and can be located on the Alabama Medicaid Agency website here:  <a href="https://medicaid.alabama.gov/content/2.0_Newsroom/2.4_Procurement.aspx">https://medicaid.alabama.gov/content/2.0_Newsroom/2.4_Procurement.aspx</a>.</p> <p>Please review and submit any further questions you may have by the time described in the CSP.</p>