



State of Oklahoma  
Office of Management and Enterprise Services  
Central Purchasing Division

Solicitation

1. Solicitation #:

2. Solicitation Issue Date:

3. Brief Description of Requirement:

4. Response Due Date<sup>1</sup>:

Time: 3:00 PM CST/CDT

5. Issued By and **RETURN SEALED BID TO:**

**Personal or Common Carrier Delivery:**

Office of Management and Enterprise Services  
Central Purchasing Division  
Will Rogers Building  
2401 N. Lincoln Blvd, Suite 116,  
Oklahoma City, OK 73105

**U.S. Postal Delivery:**

Office of Management and Enterprise Services  
Central Purchasing Division  
P.O. Box 528803,  
Oklahoma City, Oklahoma 73152-8803

6. **Solicitation Type** (check one below):

- Invitation to Bid
- Request for Proposal
- Request for Quote

7. **Requesting Agency:**

8. **Contracting Officer:**

Name:

Phone: (405)

Email:

<sup>1</sup> Amendments to solicitation may change the Response Due Date (read CP GENERAL PROVISIONS, section 3, "Solicitation Amendments")



*"Certification for Competitive Bid and Contract" MUST be submitted along with the response to the Solicitation.*

1. **RE: Solicitation #** \_\_\_\_\_

2. **Bidder General Information:**

FEI / SSN : \_\_\_\_\_ VEN ID: \_\_\_\_\_

Company Name: \_\_\_\_\_

3. **Bidder Contact Information:**

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Title: \_\_\_\_\_

Phone #: \_\_\_\_\_ FAX#: \_\_\_\_\_

Email: \_\_\_\_\_ Website: \_\_\_\_\_

4. **Oklahoma Sales Tax Permit<sup>2</sup>:**

YES – Permit #: \_\_\_\_\_

NO – Exempt pursuant to Oklahoma Laws or Rules

5. **Registration with the Oklahoma Secretary of State:**

YES - Filing Number: \_\_\_\_\_

NO - Prior to the contract award, the successful bidder will be required to register with the Secretary of State or must attach a signed statement that provides specific details supporting the exemption the supplier is claiming ([www.sos.ok.gov](http://www.sos.ok.gov) or 405-521-3911).

6. **Workers' Compensation Insurance Coverage:**

Bidder is required to provide with the bid a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

YES – include a certificate of insurance with the bid

NO - attach a signed statement that provides specific details supporting the exemption you are claiming from the Workers' Compensation Act (Note: Pursuant to Attorney General Opinion #07-8, the exemption from 85 O.S. 2011, § 311 applies only to employers who are natural persons, such as sole proprietors, and does not apply to employers who are entities created by law, including but not limited to corporations, partnerships and limited liability companies.)<sup>3</sup>

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

<sup>2</sup> For frequently asked questions concerning Oklahoma Sales Tax Permit, see <http://www.tax.ok.gov/faq/faqbussales.html>

<sup>3</sup> For frequently asked questions concerning workers' compensation insurance, see <http://www.ok.gov/oid/faqs.html#c221>



**State of Oklahoma  
Office of Management and Enterprise Services  
Central Purchasing Division**

**Certification for Competitive  
Bid and/or Contract  
(Non-Collusion Certification)**

**NOTE:** A certification shall be included with any competitive bid and/or contract exceeding \$5,000.00 submitted to the State for goods or services.

Solicitation or Purchase Order #: \_\_\_\_\_

Supplier Legal Name: \_\_\_\_\_

**SECTION I [74 O.S. § 85.22]:**

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
  - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
  - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
  - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
  - d. to any efforts or offers with state agency or political subdivision officials or others to create a sole brand acquisition or a sole source acquisition in contradiction to 74 O.S. 85.45j.1.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

**SECTION II [74 O.S. § 85.42]:**

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

the competitive bid attached herewith and contract, if awarded to said supplier;

**OR**

the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

\_\_\_\_\_  
Supplier Authorized Signature

\_\_\_\_\_  
Certified This Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email

\_\_\_\_\_  
Fax Number

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## **A. GENERAL PROVISIONS**

### **A.1. Definitions**

As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:

- A.1.1. "Acquisition" means items, products, materials, supplies, services, and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;
- A.1.2. "Bid" means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;
- A.1.3. "Bidder" means an individual or business entity that submits a bid in response to a solicitation;
- A.1.4. "Solicitation" means a request or invitation by the State Purchasing Director or a state agency for a supplier to submit a priced offer to sell acquisitions to the state. A solicitation may be an invitation to bid, request for proposal, or a request for quotation; and
- A.1.5. "Supplier" or "vendor" means an individual or business entity that sells or desires to sell acquisitions to state agencies.

### **A.2. Bid Submission**

- A.2.1. Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted with a completed Responding Bidder Information, OMES-FORM-CP-076, and any other forms required by the solicitation.
- A.2.2. Bids shall be submitted to the Central Purchasing Division in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.
- A.2.3. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", OMES-FORM-CP-004, must be made out in the name of the bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- A.2.4. All bids shall be legible and completed in ink or with electronic printer or other similar office equipment. Any corrections to bids shall be identified and initialed in ink by the bidder. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive. In addition to a hard copy submittal, the bidder will also be required to submit an electronic copy. Electronic responses must be submitted in the identical format contained in the solicitation (for example Microsoft Word, Microsoft Excel, but not Adobe PDF). In the event the hard copy of the price worksheets and electronic copy of the price worksheets do not agree, the electronic copy will prevail.
- A.2.5. All bids submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

### **A.3. Solicitation Amendments**

- A.3.1. If an "Amendment of Solicitation", OMES-FORM-CP-011, is issued, the bidder shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the bid or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. The Central Purchasing Division must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the bid to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.
- A.3.2. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the Central Purchasing Division.
- A.3.3. It is the Bidder's responsibility to check the OMES/Central Purchasing Division website frequently for any possible amendments that may be issued. The Central Purchasing Division is not responsible for a bidder's failure to download any amendment documents required to complete a solicitation.

#### **A.4. Bid Change**

If the bidder needs to change a bid prior to the solicitation response due date, a new bid shall be submitted to the Central Purchasing Division with the following statement "This bid supersedes the bid previously submitted" in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

#### **A.5. Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

By submitting a response to this solicitation:

- A.5.1. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
  - A.5.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;
  - A.5.1.2. Have not within a three-year period preceding this proposal been convicted of or pled guilty 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) contract; or for 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;
  - A.5.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and
  - A.5.1.4. Have not within a three-year period preceding this application/proposal had one or more public (Federal, State, or local) contracts terminated for cause or default.
- A.5.2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

#### **A.6. Bid Opening**

Sealed bids shall be opened by the Central Purchasing Division at the Will Rogers Building, 2401 N. Lincoln Blvd. First Floor, Suite 116, Oklahoma City, Oklahoma, 73105 at the time and date specified in the solicitation as Response Due Date and Time.

#### **A.7. Open Bid / Open Record**

Pursuant to the Oklahoma Public Open Records Act, a public bid opening does not make the bid(s) immediately accessible to the public. The procurement or contracting agency shall keep the bid(s) confidential, and provide prompt and reasonable access to the records only after a contract is awarded or the solicitation is cancelled. This practice protects the integrity of the competitive bid process and prevents excessive disruption to the procurement process. The interest of achieving the best value for the State of Oklahoma outweighs the interest of vendors immediately knowing the contents of competitor's bids. [51 O.S. § 24A.5(5)]

Additionally, financial or proprietary information submitted by a bidder may be designated by the Purchasing Director as confidential and the procurement entity may reject all requests to disclose information designated as confidential pursuant to 62 O.S. (2012) § 34.11.1(H)(2) and 74 O.S. (2011) § 85.10. Bidders claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The State Purchasing Director shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. § 85.10. Otherwise, documents and information a bidder submits as part of or in connection with a bid are public records and subject to disclosure after contract award or the solicitation is cancelled.

#### **A.8. Late Bids**

Bids received by the Central Purchasing Division after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.

#### **A.9. Legal Contract**

- A.9.1. Submitted bids are rendered as a legal offer and any bid, when accepted by the Central Purchasing Division, shall constitute a contract.
- A.9.2. The Contract resulting from this solicitation may consist of the following documents in order of preference:
  - A.9.2.1. Purchase order, as amended by Change Order (if applicable);
  - A.9.2.2. Solicitation, as amended (if applicable); and
  - A.9.2.3. Successful bid (including required certifications), to the extent the bid does not conflict with the requirements of the solicitation or applicable law.

A.9.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

#### **A.10. Pricing**

A.10.1. Bids shall remain firm for a minimum of sixty (60) days from the solicitation closing date.

A.10.2. Bidders guarantee unit prices to be correct.

A.10.3. In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the supplier in performance of the Contract shall be included in the total bid price/contract amount.

#### **A.11. Manufacturers' Name and Approved Equivalents**

Unless otherwise specified in the solicitation, manufacturers' names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. Bidder may offer any brand for which they are an authorized representative, and which meets or exceeds the specification for any item(s). However, if bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit sketches, descriptive literature, and/or complete specifications with their bid. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements are subject to rejection.

#### **A.12. Clarification of Solicitation**

A.12.1. Clarification pertaining to the contents of this solicitation shall be directed in writing to the Central Purchasing Contracting Officer specified in the solicitation.

A.12.2. If a bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the bidder, or that reasonably should have been known by the bidder, the bidder shall submit a bid at its own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a bidder takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.

A.12.3. Bidders who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a written request for administrative review to the State prior to the closing date.

#### **A.13. Rejection of Bid**

The State reserves the right to reject any bids that do not comply with the requirements and specifications of the solicitation. A bid may be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to the State. Other possible reasons for rejection of bids are listed in OAC 580:16-7-32.

#### **A.14. Award of Contract**

A.14.1. The State Purchasing Director may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the State Purchasing Director to be in the best interest of the State of Oklahoma.

A.14.2. Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.

A.14.3. In order to receive an award or payments from the State of Oklahoma, suppliers must be registered. The vendor registration process can be completed electronically through the OMES website at the following link: <https://www.ok.gov/dcs/vendors/index.php>.

#### **A.15. Contract Modification**

A.15.1. The Contract is issued under the authority of the State Purchasing Director who signs the Contract. The Contract may be modified only through a written Contract Modification, signed by the State Purchasing Director.

A.15.2. Any change to the Contract, including but not limited to the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Central Purchasing Division in writing, or made unilaterally by the supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Contract Modifications, shall be void and without effect, and the supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

#### **A.16. Delivery, Inspection and Acceptance**

A.16.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The bidder(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm

prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

- A.16.2. Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the Central Purchasing Division.

#### **A.17. Invoicing and Payment**

- A.17.1. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.

- A.17.2. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. §34.71 and 62 O.S. §34.72.

#### **A.18. Tax Exemption**

State agency acquisitions are exempt from sales taxes and federal excise taxes. Bidders shall not include these taxes in price quotes.

#### **A.19. Audit and Records Clause**

- A.19.1. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.

- A.19.2. The successful bidder(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

#### **A.20. Non-Appropriation Clause**

The terms of any Contract resulting from the solicitation and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract document, the procuring agency may terminate its obligations under the Contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the supplier and shall be final and binding.

#### **A.21. Choice of Law**

Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.

#### **A.22. Choice of Venue**

Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Oklahoma County, Oklahoma.

#### **A.23. Termination for Cause**

- A.23.1. The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the Central Purchasing Division. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.
- A.23.2. The State may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance.
- A.23.3. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

#### **A.24. Termination for Convenience**

- A.24.1. The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director.
- A.24.2. If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

#### **A.25. Insurance**

The successful bidder(s) awarded the Contract shall obtain and retain insurance, including workers' compensation, automobile insurance, medical malpractice, and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in connection with the Contract. The supplier awarded the Contract shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide the Central Purchasing Division and the procuring agency with evidence of such insurance and renewals.

#### **A.26. Employment Relationship**

The Contract does not create an employment relationship. Individuals performing services required by this Contract are not employees of the State of Oklahoma or the procuring agency. The supplier's employees shall not be considered employees of the State of Oklahoma nor of the procuring agency for any purpose, and accordingly shall not be eligible for rights or benefits accruing to state employees.

#### **A.27. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007**

By submitting a bid for services, the bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).

#### **A.28. Compliance with Applicable Laws**

The products and services supplied under the Contract shall comply with all applicable Federal, State, and local laws, and the supplier shall maintain all applicable licenses and permit requirements.

#### **A.29. Special Provisions**

Special Provisions set forth in SECTION B apply with the same force and effect as these General Provisions. However, conflicts or inconsistencies shall be resolved in favor of the Special Provisions.

## **B. SPECIAL PROVISIONS**

### **B.1. Contract Term, Renewal and Extension Option**

- B.1.1.** This contract shall begin on date of award for a twelve month period, with the option to renew annually for up to ten additional 12 month periods, in accordance with the same terms, conditions and covenants as the parties have agreed.
- B.1.2.** **Notification to exercise the option to renew the contract shall be set forth, in writing, by the State at least 30 days prior to the end of each contract period. The renewal of the contract shall be contingent upon approval by DCS. If a decision is made not to exercise an option period, notice shall be sent at least thirty (30) days prior to the end of the current contract period.**
- B.1.3.** DOC may extend the term of this contract for up to 60 days if mutually agreed upon by both parties in writing with final approval by DCS.

### **B.2. Indefinite Quantity Contract**

- B.2.1.** This contract is an Indefinite Quantity Contract. This contract is for an indefinite quantity and the State may, or may not; buy the quantity mentioned in this contract. Contractor must clear all shipments with agency prior to shipping any portion of this contract.

### **B.3. Applicable Definitions:**

- B.3.1.** Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- B.3.2.** Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR § 164.501, limited to the information created or received by Contractor from or on behalf of DOC.
- B.3.3.** Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.501
- B.3.4.** Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

### **B.4. Deliveries to Secure Facilities**

- B.4.1.** Contractors' employees must comply with the security requirements at each facility. Contractor must comply with all security and identification procedures at each location, at no cost to the Department of Corrections, herein, referred to as DOC.
- B.4.2.** Common security restrictions include:
- B.4.3.** Identification: All of Contractor's employees, while working on State property, must carry or display acceptable identification. Requirements vary by Authorized User. For instance, some facilities require a visible photo ID badge, while correctional facilities may require a valid driver's license instead.
- B.4.4.** Vehicle Security: In many locations, drivers must turn off vehicle motors and lock cab doors whenever their truck is unattended.
- B.4.5.** Patient/Offender Contact: Delivery personnel shall minimize interaction with offenders or patients, and must report any verbal contact to a Correctional Officer before leaving the site.
- B.4.6.** Drivers who enter secure facilities must have prior approval to enter from security staff, generally involving a background check to ensure that they are not convicted felons. Contractor shall comply with any requests from the Contracting Officer to reassign a driver from a delivery route, whether or not the driver has passed the background check. Contractor shall submit background check requests a minimum of two weeks prior to arriving at any Oklahoma Department of Corrections (DOC) location. DOC shall provide a central office for submission of background checks. At some facilities, trucks will be searched prior to entry and exit, causing up to a 30 minute delay each way.
- B.4.7.** Drivers cannot have any weapons (including jack knives or box cutters), cell phones, pagers, drugs, tobacco products or any item deemed to be potential contraband. Correctional Officers can hold these items for drivers at the delivery sally-port and return them as the driver exits the grounds. Any illegal items will not be returned and will be reported to local law enforcement.
- B.4.8.** DOC requires that courier service personnel maintain a courteous attitude and conduct themselves in an appropriate, professional manner.
- B.4.9.** All persons and vehicles are subject to search by DOC personnel, policy <http://www.doc.state.ok.us/Offtech/op040110.pdf>. Entry onto the grounds to pass through an entrance of the

perimeter is presumed consent to a pat down search at or near the perimeter. At medium and above facilities, pat down searches and going through metal detectors are mandatory.

## **B.5. Terms and Conditions**

### **B.5.1. Adding/Deleting Items or Services**

**B.5.1.1.** DOC may elect to add or delete medication items and services identified in the RFP as it deems necessary during the period of the contract. Contractor shall not make additions to or deletions from the medication items and services identified in the RFP without the written consent of DOC. Contractor shall submit a written request for approval to the OMES Central Purchasing buyer before adding or deleting related medication items and services in the RFP.

**B.5.1.2.** DOC may elect to add correctional center locations not listed in Attachment A.1 and A.2 or delete correctional center locations listed, at its discretion during the period of this contract, and under the same terms, conditions, and prices set forth.

### **B.5.2. FOB Destination as Basis of Shipment**

**B.5.2.1.** Contractor shall be fully responsible for all costs related to the shipment of medications to the correctional center locations, including returned medications.

## **B.6. Assignment of Interest Via Sub-Contracts**

**B.6.1.** Contractor shall not assign any interest in a resulting contract and shall not transfer any interest, whatsoever, in the contract without the prior written consent of the Chief Medical Officer of Medical Services and the Office of Management and Enterprise Services (OMES). If such an assignment is made without the consent required herein, the contract shall terminate upon the date the assignment is made and no payments by DOC will thereafter be due to any party.

## **B.7. HIPAA**

**B.7.1.** Contractor shall not use or disclose protected health information other than as permitted or required by the contract or as Required by Law.

**B.7.2.** Contractor shall use appropriate safeguards to prevent use or disclosure of the protected health information other than as provided for by this contract.

**B.7.3.** Contractor shall report to DOC any use or disclosure of the protected health information not provided for by this contract of which it becomes aware.

**B.7.4.** Contractor shall ensure that any agent, including a subContractor, to whom it provides protected health information received from, or created or received by Contractor on behalf of DOC, agrees to the same restrictions and conditions that apply through this contract to Contractor with respect to such information.

**B.7.5.** Contractor shall provide access, at the request of DOC, and in accordance with the terms and conditions of this contract, to protected health information in a Designated Record Set, to DOC or, as directed by DOC, in order to meet the requirements under 45 CFR § 164.524.

**B.7.6.** Contractor shall make any amendment(s) to protected health information in a designated record set that DOC directs or agrees to pursuant to 45 CFR § 164.526 at the request of DOC and in accordance with the terms and conditions of this contract.

**B.7.7.** Contractor shall make internal practices, books, and records, including policies and procedures and protected health information, relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, DOC available to the DOC in accordance with the terms and conditions of this contract for purposes of the Secretary determining DOC's compliance with the Privacy Rule.

**B.7.8.** Except as otherwise limited in this contract, Contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, DOC as specified in this contract, provided that such use or disclosure would not violate the Privacy Rule if done by DOC or the minimum necessary policies and procedures of the DOC.

**B.7.9.** DOC shall notify Contractor of any limitation(s) in its notice of privacy practices of DOC in accordance with 45 CFR § 164.520, to the extent that such limitation may affect DOC's use or disclosure of Protected Health Information.

**B.7.10.** DOC shall notify Contractor of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect DOC's use or disclosure of Protected Health Information.

**B.7.11.** DOC shall notify Contractor of any restriction to the use or disclosure of Protected Health Information that DOC has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Contractor's use or disclosure of Protected Health Information.

- B.7.12.** DOC shall not request Contractor to use or disclose Protected Health Information in any manner which would not be permissible under the Privacy Rule if done by DOC, except for purposes of data aggregation or management and administrative activities of Contractor as it relates to performance of specific functions on behalf of DOC as included in this contract.

## **B.8. Termination**

### **B.8.1. Termination for Cause**

- B.8.1.1.** Upon DOC's knowledge of a material breach by Contractor, DOC shall either:
- B.8.1.2.** Provide an opportunity for Contractor to cure the breach or end the violation and terminate this contract if Contractor does not cure the breach or end the violation within the time frame specified by DOC;
- B.8.1.3.** Immediately terminate this contract if Contractor has breached a material term therein, and cure is not possible; or

### **B.8.2. Effect of Termination**

- B.8.2.1.** Except as provided in paragraph (2) of this section, upon termination of this contract, for any reason, Contractor shall return or destroy all Protected Health Information received from DOC, or created or received by Contractor on behalf of DOC. This provision shall apply to Protected Health Information that is in the possession of subContractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.
- B.8.2.2.** In the event that Contractor determines that returning or destroying the Protected Health Information is infeasible, Contractor shall provide to DOC notification of the conditions that make return or destruction infeasible. Upon that return or destruction of Protected Health Information is infeasible; Contractor shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protected Health Information.

## **B.9. Subcontractors**

- B.9.1.** Contractor shall not assign or transfer any interest in this contract whatsoever without the prior written consent of the Department of Central Services, DOC and DOC's Chief Medical Officer. If such an assignment or transfer is made without the required consent this contract shall terminate immediately.
- B.9.2.** DOC may request verification of compliance for any Contractor or SubContractor. Should DOC find Contractor or any of its SubContractors are not in compliance, DOC may pursue any and all remedies allowed by law, including but not limited to, suspension of work, termination of the contract for default and suspension and/or debarment of Contractor. All costs necessary to verify compliance are the responsibility of Contractor.
- B.9.3.** Contractor may engage SubContractors to perform portions of the Contract after receipt of written approval by DOC. All requirements of Contractor in the Contract shall also be required of the SubContractor.
- B.9.4.** Contractor shall be solely responsible for payment of SubContractors and any claims of SubContractors for any failure of Contractor or any other SubContractors to meet the performance schedule or performance specifications of the contract in a timely and professional manner. Contractor shall hold the State and DOC harmless for and shall indemnify the State and DOC against any such claims.
- B.9.5.** Contractor shall assume responsibility for all goods and services (Deliverables) required under the Contract whether it, a SubContractors, or third-party Manufacturer produces them in whole or in part. Further, DOC shall consider Contractor to be the sole point of contact with regard to contractual matters. Contractor shall be fully responsible for any default by a SubContractor, just as if Contractor itself had defaulted.
- B.9.6.** If Contractor uses SubContractors, each SubContractor shall have a written agreement with Contractor. That written agreement shall incorporate the Contract by reference. The agreement shall also pass through to the SubContractors all provisions of the Contract that would be fully effective only if both the SubContractors and Contractor are bound by them. Among such provisions are the limitations on Contractor's remedies, the insurance requirements, record keeping obligations, and audit rights. Should Contractor fail to pass through any provisions of the Contract to one of the SubContractors and the failure damages DOC in any way, Contractor shall indemnify DOC for the damage.

## **B.10. Post Award Negotiations**

- B.10.1.** Following contract award, during the term of the contract, including any optional renewal periods, or prior to renewal of the contract, the State may make changes or revisions within the scope of work of the contract resulting from this solicitation. The State Purchasing Director or designee and Contractor may negotiate in good faith adjustments to terms, conditions, prices or other matters of mutual concern and interest. Such negotiations will be conducted in accordance with the Central Purchasing rules and result in an addendum or modification to the contract resulting from this solicitation.

## **B.11. Audit**

- B.11.1.** During the term of the contract and for three (3) years after the payment of the final commissions due under the contract, on reasonable notice and during customary business hours, DOC, the State Auditor's Office, the Oklahoma Department of Central Services, or their representatives may audit Contractor's records and other materials that relate to the this contract.
- B.11.2.** All records related to the Contract shall be kept in a single location, either at Contractor's principle place of business or a place of business where the work was done. If this is not practical, Contractor shall assume the cost of collecting, organizing, and relocating the records and any technology needed to access the records to Contractor's office nearest Oklahoma City whenever DOC or anyone else with audit rights requests access to Contractor's records. Contractor shall do so with all due speed, not to exceed five (5) business days.
- B.11.3.** If any audit reveals material deviation from the Contract specifications, misrepresentation, or overpayment by DOC, DOC shall be entitled to recover damages, as well as the cost of the audit.

## **B.12. Insurance**

- B.12.1.** All insurance shall be maintained in full force and effect until all work or service required to be performed under the terms of the contract are satisfactorily completed and formally accepted. Failure to do so may constitute a material breach of the contract.
- B.12.2.** Contractor shall maintain current general liability insurance coverage during the period of the contract. The minimum limit for commercial general liability required is a combined single limit of not less than \$2,000,000 for bodily injury and property damage.
- B.12.3.** Contractor shall maintain current malpractice liability insurance coverage on any of its executive and operating staff who will be either directly or indirectly involved in the provision of clinical laboratory services in its performance of the contract. The recommended coverage limits include \$1,000,000 per each occurrence per licensed vendor, and \$3,000,000 in the aggregate.

## **B.13. Billing**

### **B.13.1. Invoicing**

- B.13.1.1.** Contractor shall submit invoices to DOC for medication purchases including approved fees.
- B.13.1.2.** Contractor shall submit itemized invoices of medications delivered to the division accounting unit and ordering correctional center, to the attention of the Health Administrator listed on Attachment A.1, on a calendar month basis. The correctional center billing addresses are included in Attachment A.1.
- B.13.1.3.** For DOC auditing and verification purposes, Contractor's invoice shall include a line item for each prescription filled during the applicable month, the drug name and strength, its national drug code (N.D.C.) reference number, the offender's prescription number, date of order, prescribing provider name, prescription unit count and contract unit price broken out by the cost of the drug. Any and all rebates and/or credits received for drugs shall be itemized as a separate line item in the invoice. Contractor's fee shall also be a separate line item. The invoice shall display a bottom line total of all line items included. Contractor's invoice heading shall include their name, remittance address, telephone number, purchase order number, and FEI number, exactly as it appears in the contract.
- B.13.1.4.** If the correctional center discovers errors in the billing statement, the Health Administrator, or his designee shall return the invoice to Contractor for corrections. The time clock for payment of same shall commence when the corrected billing has been resubmitted and received by the correctional center.
- B.13.1.5.** The Contractor shall submit a consolidated invoice to the Employee Development and Offender Services accounting department for payment.

## **B.14. Performance Bond**

- B.14.1.** Contractor shall provide a performance bond in the amount of \$5,000,000. The bond shall remain in effect until expiration of the contract including all renewal periods. Contractor shall provide the performance bond to the Contracting Officer ten (10) calendar days prior to the contract start date. Contractor shall provide proof of performance bond renewal with each subsequent 12 month contract renewal. The form of the bond shall be the standard form of performance bond such as usually and customarily written and issues by surety companies licensed and authorized to do business in the State of Oklahoma. The Bond shall not be pledged against any debt or security for any lien. After securing the performance bond, it shall be the responsibility of Contractor to notify the issuing surety of any change of circumstances. The bond will be used in the event of insolvency or failure by Contractor for any reason, to fulfill its obligations under the contract. After notification of default procedures, collections against the bond are in addition to any other remedies as authorized by law and do not constitute a waiver of any additional remedy.
- B.14.2.** All bond submittals shall contain all terms of the bond or applicable to the bond.
- B.14.3.** Said bond shall be conditioned upon the faithful performance of the contract.

- B.14.4.** This guarantee shall be submitted in the form of good and sufficient bond drawn upon an Insurance or Bonding Company authorized to do business in the State of Oklahoma.
- B.14.5.** Payment Indemnification
  - B.14.5.1.** Contractor will be responsible for issuing payments for services performed by Contractor's employees and will indemnify and save State harmless from all claims whatsoever growing out of the lawful demands of employees, subContractors, suppliers or any other third party incurred in the furtherance of the performance of the Contract.
  - B.14.5.2.** Contractor will furnish at the State's request satisfactory evidence that all obligations of the nature herein above designated have been paid, discharged or waived.
- B.14.6.** The bond shall be retained by the state to assure there are no existing judgments, claims, accounts, liens, or other similar type of obligations outstanding and unpaid arising under the resultant contract or from labor or materials having been furnished for or delivered to this project. With presentation by Contractor of the final invoice Contractor is representing that all persons or entities furnishing labor or materials used in this project, or under said contract, have been paid in full. Upon submission of the final invoice, Contractor shall provide a written statement from the Bonding Company specifically releasing the State of Oklahoma from any responsibility should any unpaid accounts or claims arise against Contractor for labor or material furnished under said contract or delivered and used in said project.
- B.14.7.** Contractor and the Surety(-ies), jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the State to pay for the labor materials and equipment furnished for use in the performance of this contract, which is incorporated herein by reference.

**B.15. Performance Measures and Liquidated Damages – See Attachment D**

- B.15.1.** Contractor agrees to the importance of this contract and performance standards agreed to herein. The State and Contractor agree that in the event of failure to meet the contract requirements, deliverable dates or any standard performance within the time forth set forth in each Section, damages may be sustained by the State that it may be impractical and extremely difficult to ascertain and determine the actual damages which the State will sustain by result of such failure. It is therefore agreed that the State, at its sole option may require Contractor to pay liquidated damages for such failures with the following provisions:
- B.15.2.** Where the failure is the sole and exclusive fault of the State, no liquidated damages shall be imposed.
- B.15.3.** For any failure by Contractor to meet any performance standard, project task, project deliverable date or timeframes specified herein, the State may require Contractor to pay liquidated damages of \$1,000 per business day per affected facility until such task, deliverable or performance standard or timeframe for each and every business day thereafter until such task, deliverable or performance standard is completed, rectified and accepted by the state. The State will notify Contractor of the first instance of failure to meet one or more defined standards and request a corrective action plan. The State will set a date for submission of the plan. If the State does not receive the plan by the due date and no extension has been granted, the State may, at its sole discretion, invoke the appropriate remedy per this schedule.

**B.16. Disclosures Regarding Lobbyists**

- B.16.1.** A vendor may not reimburse itself within its state contract pricing for its costs and expenses of lobbyists.
- B.16.2.** Any bidder using the services of a lobbyist to assist in obtaining a contract shall (1) disclose all costs, fees, compensation, reimbursements, and other remunerations paid or to be paid to the lobbyist related to the contract (2) not bill or otherwise charge the State for such and (3) certify that no such costs were billed to the State.
- B.16.3.** The name and address of each lobbyist or agent of the bidder, contractor, subcontractor who communicated with a State employee about a bid or potential bid must be disclosed with proposal response.

**B.17. Gratuities**

- B.17.1.** The right of the successful Supplier to perform under this contract may be terminated by written notice if the Contracting Officer determines that the successful Supplier, or its agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official or employee of Central Purchasing.

**B.18. Clarification of Solicitation**

- B.18.1.** Clarification pertaining to the contents of this solicitation shall be directed in writing to the Central Purchasing
- B.18.2.** Contracting Officer specified in the solicitation and must be prior to the closing date of the solicitation.
- B.18.3.** If a bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the bidder, or an error that reasonably should have been known by the bidder, the bidder shall submit a bid at its own risk; and if awarded the contract, the bidder shall not be entitled to additional

compensation, relief, or time, by reason of the error or its later correction. If a bidder takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.

- B.18.4.** Bidders who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the Central Purchasing Contracting Officer listed on the solicitation. This request must be made prior to the closing date of the solicitation.

#### **B.19. Minor Deficiencies or Minor Informalities**

- B.19.1.** "Minor deficiency" or "minor informality" means an immaterial defect in a bid or variation in a bid from the exact requirements of a solicitation that may be corrected or waived without prejudice to other bidders. A minor deficiency or informality does not affect the price, quantity, quality, delivery or conformance to specifications and is negligible in comparison to the total cost or scope of the acquisition.
- B.19.2.** The State Purchasing Director may waive minor deficiencies or informalities in a bid if the State Purchasing Director determines the deficiencies or informalities do not prejudice the rights of other bidders, or are not a cause for bid rejection.

#### **B.20. Electronic Submission**

All submissions should be submitted to Central Purchasing on electronic media in accordance with Section E.3 of the RFP. Submissions will not be accepted via email or hard copy. This term overrides any terms in Section A requiring submission of hard-copy.

### **C. SOLICITATION SPECIFICATIONS**

#### **C.1. Introduction and Solicitation**

- C.1.1.** The Oklahoma Department of Corrections, Medical Services, hereinafter referred to as DOC, is responsible for providing adequate health care services to the offenders in its custody and control. DOC has a shortage of qualified health care resources to provide necessary medical services, including pharmacy services to the offender population within its institutions.
- C.1.2.** The DOC currently has a contract with a Contractor to provide pharmaceutical services. This contract expires on June 30, 2014. DOC is therefore soliciting competitive sealed proposals from qualified Suppliers to provide (closed door, off-site pharmacy services providing prescription drugs, packaging, etc.) with limited on-site pharmacist consultative services for its offender population in accordance with state and federal laws, rules and regulations; policies and procedures of the DOC, and standards of the American Correctional Association.
- C.1.3.** DOC will not guarantee Contractor any specific quantity of orders of drug items and/or services identified in this RFP at any time during the duration of the contract. This contract is for an indefinite quantity as the need of DOC dictates.

#### **C.2. Oklahoma DOC Health Care System**

- C.2.1.** The State of Oklahoma established a system to provide medical, dental, and mental health care services for all offenders sentenced to custody in the Oklahoma Department of Corrections (DOC). The current system directly provides or is responsible for the delivery of pharmaceutical health care services to approximately 26,000 offenders through twenty-four (24) Medical Service Units. The Medical Service Units located at the various correctional centers and community corrections centers are designated as "host Medical Service Units". The Medical Service Units deliver health care to offenders assigned to their correctional center and the out-count populations located at their hosted work centers, half-way houses and assigned county jails. See Attachment A.1 and A.2 for a list of these Medical Service Units.
- C.2.2.** Offenders may be seen by the Medical Service Unit upon their own request (through the sick call process), or patients may also be referred for assistance by a staff person. Each Medical Service Unit insures unimpeded access to health care services. Correctional staff does not approve or disapprove requests for health services from offenders. Upon arrival at a correctional center, procedures for accessing health care and processing complaints are communicated orally and in writing to offenders in easy to understand conversational language.

#### **C.3. Contractor's Scope of Work**

- C.3.1.** Contractor shall provide the lowest cost and effective drug therapy and shall be solely responsible for provision and payment of any and all costs including materials, equipment, products, systems, travel and shipping, necessary to properly execute the performance of this contract as it relates to the provision of pharmacy services.
- C.3.2.** Contractor shall insure that prescription drugs, including injectable, compounded intravenous solutions, and over-the-counter medications, formulary and non-formulary are obtainable by DOC through this contract, in accordance with applicable DOC policies and procedures pertaining to pharmacy services. A copy of related policies and procedures can be found on the DOC website at [www.ok.gov/doc](http://www.ok.gov/doc).
- C.3.3.** Contractor shall fill prescriptions with generic medications of comparable bioavailability/bioequivalency to brand name products, unless the DOC physician specifically requests brand name.

- C.3.4.** Contractor shall provide a “blister pack”, “punch card”, and unit dose or bulk packaging system of 7 to 30 days duration as ordered by DOC. Contractor shall also provide pharmaceuticals ordered in plastic bottles upon the specific request of DOC.
- C.3.5.** Contractor shall provide barcode scanners, medication carts and medication bins for each Department of Corrections facility listed on Attachment A.1. The number of scanners, carts and bins will be determined by the Director of Pharmacy Services or designee. Repairs and/or replacement of equipment shall be within 24 hours of notification of problem. If equipment requires repairs more than 3 times in a 12 month period equipment shall be replaced at Contractor's expense.
- C.3.6.** Contractor shall fill orders for and maintain adequate levels of stock medications, as transmitted by correctional centers listed in the Medical Service Unit Attachment A.1 of the RFP. All medications dispensed by Contractor for stock shall have expiration dates of not less than one year and shall be labeled accordingly. Contractor shall assist each ordering correctional center to maintain adequate levels of its stock, including the provision of separate utilization reports of stock medications. Stock utilization reports shall be provided on a monthly basis to each facility as well as the Director of Pharmacy Services or designee.
- C.3.7.** Contractor shall provide each Medical Service Unit on Attachment A.1 with pharmaceutical emergency kits for blood-borne pathogen exposure responses.
- C.3.8.** Contractor shall utilize prescription labeling which meets DOC, State and Federal labeling requirements pertaining to the practice of pharmacy in Oklahoma. Contractor shall provide prescription labeling with dual language, English and Spanish, upon request.
- C.3.9.** Contractor shall provide a structured interface with DOC Electronic Health Records (EHR) system for ordering pharmaceuticals electronically. The interface would be in both directions (orders going to Contractors and results coming in). Contractor will exchange data with the EHR via a standard HL7 interface in near real time. The interfaces with the pharmaceutical Contractor would be incoming and outgoing – allowing orders for prescription order to be transmitted to Contractor from the EHR and for receipt of prescription orders to be transmitted into the EHR from the pharmaceutical Contractor by the no later than July 1, 2014. Contractor shall provide any additional one-time and annual service fees for integration of orders with the EHR system as may be required by the EHR system Contractor.
- C.3.10.** Contractor shall provide an online order requisition system accessed through existing DOC computers in the Medical Services Units for use by each of the Medical Services Units included in Attachment A.1, according to the specifications included in the RFQ. Contractor provided CPOE (Computerized Provider Ordering Entry) online ordering system shall allow for online ordering of all prescriptions orders.
- C.3.11.** Contractor shall provide a toll free telephone number for facsimile orders to be used as a backup ordering process in the event the EHR is offline and for offenders that are held in county jails awaiting transport to DOC.
- C.3.12.** Contractor shall provide an electronic interface to the DOC's Offender Management System (OMS) in order populate Contractor's online ordering system with all relevant patient information. The DOC will provide a flat file extracted from the OMS on a daily basis. Contractor shall perform any data manipulation required to process the file into the format required by Contractor. The information that will be shared would include Offender Name, DOC Number, DOB, Gender and other pertinent demographic data that may be required. This interface shall be fully implemented no later than July 1, 2014 in support of Contractor provided online ordering system.
- C.3.13.** Contractor shall provide a structured interface with DOC Electronic Health Records (EHR) system for ordering medication refills electronically at Point of Care. Pharmacy Contractor will provide clear statements about the status of the medication refill order (Refill Request Received, Refill to Soon, Invalid RX Number, Cancelled, Shipped, Pharmacy Follow-up required).
- C.3.14.** Contractor shall provide a method of tracking order status to include expected delivery date on items that cannot be delivered within the 24-hour or next business day requirement. Contractor will notify facilities of all items that are not to be delivered within the 24-hour or next business day requirement. Contractor will contact facilities via telephone for any new orders that are not to be delivered within the 24-hour or next business day requirement.
- C.3.15.** Contractor shall provide courier service for expeditious, on-site delivery of filled prescription orders to the locations specified in Attachment A.1 and A.2. Related courier service shall comply with prescription order weekly schedules and turnaround times as indicated.
- C.3.16.** Contractor shall deliver pharmaceuticals (new and refill) ordered prior to the established cut off time Central Standard Time (CST) to the Medical Service Unit within 24 hours or the next business day. Specifically, routine delivery of ordered drugs shall occur a minimum of (5) five days a week, Monday through Friday, between 8:00 A.M. and 6:00 P.M. CST excluding holidays proclaimed by the Governor of the State of Oklahoma.
- C.3.17.** Contractor shall make back-up provisions with local pharmacies for filling emergent orders, including Saturdays and Sundays, holidays and after-hours. Emergent orders shall be processed and available for pickup within 6 hours at the local back-up pharmacy. Back-up pharmacies shall be available in each of the 77 Oklahoma counties and within 30 miles of facilities listed on Attachment A.1.

- C.3.18.** Contractor shall provide a system for return of unused (discontinued or no longer prescribed) pharmaceuticals whereby full (cost of drug) credit shall be given to each Medical Service Unit for all unused medications. The expense of shipping unused pharmaceuticals shall be the responsibility of Contractor.
- C.3.19.** Contractor shall supply a bound book for the perpetual inventory of narcotics. Contractor shall dispose of unused/expired narcotics or scheduled medications in a manner that is consistent with DOC policy, state and federal rules and regulations pertaining to the practice of pharmacy in Oklahoma. Contractor shall arrange and pay for all reverse distribution expenses.
- C.3.20.** Contractor shall have a clinical pharmacist available for consultation by phone regarding non-formulary requests, advice on drug choice, drug interactions and new drug protocols for all Medical Service Units listed on Attachment A.1 24-hours a day, 7 days a week. Contractor shall notify each Medical Service Unit of the phone number of this pharmacist for immediate contact during the hours indicated. Contractor will provide access to a web based data base for drug identification, interactions, etc.
- C.3.21.** Contractor shall have one of their staff pharmacists attend either in person or via teleconference regularly scheduled DOC Pharmacy and Therapeutics Committee meetings as a non-voting participant. These meetings are conducted, on average, one time per quarter.
- C.3.22.** Contractor shall prepare and disseminate a policy and procedure manual pertaining to the specific program requirements and operational necessities for each Medical Service Unit listed on Attachment A.1. The manual shall be submitted to DOC, specifically the Chief Medical Officer or designee after award of contract but prior to the implementation date, for review and approval. Contractor shall distribute copies of the approved manual to each Medical Service Unit. Contractor shall review the manual annually and recommend revisions to the Chief Medical Officer. If approved, Contractor shall update the manual accordingly and distribute to all of the Medical Service Units.
- C.3.23.** Contractor shall maintain and provide a current electronic copy of the DOC formulary, as determined by the DOC Pharmacy and Therapeutics Committee, to the Chief Medical Officer.
- C.3.24.** Contractor shall work collaboratively with DOC in the collection and reporting of data pertaining to the utilization and cost of medications. Required monthly reports shall be posted on Contractor's website for secure password access no later than the fifth working day of the following month and available by email if requested.
- C.3.25.** Contractor shall provide monthly reports in CSV and PDF formats that summarizes monthly expense and usage for individual drugs and for drug therapeutic categories, by individual Medical Service Unit and all Medical Service Units combined. DOC requires Contractor to break down related reports as requested by DOC, including by Medical Service Unit, by provider, by offender, by medication type, by date of order, and by therapeutic category.
- C.3.26.** Ad hoc reports should be made available (automatically printed at the facility or sent via mail or courier) and/or accessible via the contract pharmacy provider web within 48 hours of request.

Reports that are typically requested but are not limited to:

- Medication Administration Records
- Medication Profiles (Active and Inactive)
- Billing Statements and Invoices
- Stock Utilization Reports
- Total Rxs & Offenders on Meds (Mental Health & Non-Mental Health) per Facility
- Total Doses (Mental Health & Non-Mental Mental Health) per Facility
- Medication Usage and Cost by AHFS Classification
- Medication Usage and Cost by Disease State (Psychiatric, HIV, Hep C, Diabetes, Cancer, Primary Hypertension) tracked and trended over a 12 month period
- Detailed Psychotropic Drug Usage and Cost by AHFS Classification tracked and trended over a 12 month period
- Active Providers
- Medication Not Given
- Patients/Offenders Taking Meds with Increased Heat Risks
- 80/20 Report of All Medications – sorted by Usage and Costs
- 80/20 Report of Psychotropic Medications – sorted by Usage and Costs
- Non-Formulary Drug Usage and Cost
- Controlled Drug Usage and Cost
- Medications Due to Expire within 10 Days
- Medication Errors – tracked by NCCMERP Classification and Error Source
- Potential Adverse Drug Reaction Reports – tracked by Severity

- Medication Costs per Provider
- Management Reports – to include: offender population on meds, total number of medications (Rxs and doses), # of meds/offender, total number and cost of new meds, total number and cost of med refills, total number and cost of KOP medications, total number and cost of Pill Line medications, total number and cost of non-formulary meds, total number and cost of formulary meds, total number and cost of OTC meds, and total cost of all medications (including fees), credits (including fees)
- Provider Prescription Profiles (types and frequency of psychotropic medications prescribed by provider)
- Provider Prescription Profiles (types and frequency of non-psychotropic medications prescribed by provider)
- Ad Hoc Reports
- Quality Assurance Report
- Performance Improvement Reports
- Facility Stock Utilization Report

**C.3.27.** All data collected and reported shall remain the property of DOC for its own use.

**C.3.28.** Contractor shall provide copies of their acquisition costs quarterly to the DOC Chief Medical Officer, or designee, on any list of pharmaceuticals.

**C.3.29.** Contractor shall be licensed to provide pharmaceuticals in the state of Oklahoma.

**C.3.30.** Contractor shall assure that every pharmaceutical dispensed is in compliance with DOC prescribed orders and has been carefully reviewed for information by a licensed pharmacist.

**C.3.31.** Contractor shall provide a licensed pharmacist to conduct quarterly on-site audits at each Medical Service Unit and perform a quality assurance review.

**C.3.32.** Contractor shall submit a written report of their quality assurance review to each Medical Service Unit Correctional Health Services Administrator as well as to the Chief Medical Officer or designee identifying any areas of concern or recommendations for improving pharmacy service or staff performance relative to pharmacy services. The audit document used by Contractor shall be consistent with the accreditation requirements established by the American Correctional Association (ACA).

**C.3.33.** Monthly Performance Improvement (PI) reports (e.g., medication error reports) shall be prepared and posted on Contractor's website for secure password access no later than the fifth working day of the following month.

**C.3.34.** Contractor shall maintain a pandemic or emergency response plan or describe in detail its emergency/disaster plan incorporated into their operational system to insure continuity of operations and service provision to DOC to include key Contractor contacts (employee names and emergency phone numbers).

**C.3.35.** Contractor shall insure a back-up pharmacy distributor to provide services in event the primary Contractor cannot continually provide full prescription services for any reason. Any sub-Contractor shall be subject to the same terms and conditions and prices included in this contract.

**C.3.36.** Contractor shall provide DOC a current listing of any subcontracted distributors and suppliers who will provide pharmaceuticals to DOC facilities, including back-up distributors.

**C.3.37.** Contractor shall provide a functional interface, including e-prescribing, with DOC electronic health records.

**C.3.38.** Contractor shall retrieve a daily file containing offender information from the DOC SFTP site. The file layout for this information is as follows:

Oklahoma Demographic Download file layout. Fields are fixed length.

Field Name	Max Value	Description	
ID number	12	Permanent Inmate Number	1-12
Booking number	12	Inmate internal key	13-24
Last name	25	Person's last name	25-49
First name	15	Person's first name	50-64
Middle name	10	Person's middle name	65-74
Date of birth	8	Format – ccyyymmdd	75-82
Facility	4	Facility of inmate	83-86
Location	40	Inmate's location within the Facility quarters assignment	87-126
Sex	1	M=male, F=female, U=unknown	127-127

Race	1	A=Asian, B=black, I=American Indian, P=Pacific Islander, W= White	128-128
Height	3	1 <sup>st</sup> =feet, 2 <sup>nd</sup> & 3 <sup>rd</sup> = inches	129-131
Weight	3	Value is in pounds	132-134
Release Flag	1	P=permanent, T=transfer, Space=admitted	135-135
Self Carry	1	Can person have drugs personally?	136-136
Comment 1	20	Free text of any "other" information Desired from main system	137-156
Comment 2	20	Free text of any "other"	157-176

- C.3.39.** Contractor shall provide local representation during the implementation phase for purposes of on-site training, inventory valuation of medication stock in its facilities, and for advising DOC management of related needs, progress, problems and solutions.
- C.3.40.** Contractor shall provide written progress reports of implementation activities on a weekly basis until completion.
- C.3.41.** Contractor shall initially provide sufficient in-service information and training, on-site at each Medical Service Unit, during implementation, to assure the DOC staff administering and/or ordering pharmaceuticals are fully aware of the detailed operation of the medication distributing system.
- C.3.42.** Contractor shall provide on-going consultation regarding their system to DOC as needed.
- C.3.43.** Contractor shall provide additional in-service training to each Medical Service Unit, on-site, in the event of a change in their pharmaceutical operational distribution system.
- C.3.44.** Contractor shall be required to transfer current DOC pharmacy Contractor's patient drug database to their system.
- C.3.45.** Contractor shall have a maximum of 30 calendar days from date of award of contract to complete its implementation for a fully operational pharmacy system.
- C.3.46.** Contractor shall have a maximum of 30 calendar days from date of award to provide an ordering and delivery system so that DOC correctional centers shall be able to have all of their prescriptions filled, insuring continuity of services and products.
- C.3.47.** Operational problems shall be resolved by Contractor within 24 hours of the DOC telephonic or written request. Contractor shall insure that each of the Medical Service Unit's problems are resolved to their satisfaction. Any disputes as to a reasonable solution to these problems shall be referred to DOC Director of Pharmacy for immediate assessment.
- C.3.48.** At the end of the agreement period, if Contractor is not awarded the new contract, all applicable files will be transmitted to new successful Contractor within 30 days of DOC written request.

## **D. EVALUATION**

### **D.1. Best Value Criteria**

- D.1.1.** The State intends to award to one Supplier as a result of this Request for Proposal (RFP). Said contract will be awarded to the responsible Supplier(s) whose response, conforming to the RFP, is deemed best value.
- D.1.2.** The evaluation and resultant award will be based on Best Value, per Title 74, Section 8.5. The method of evaluation will involve various criteria which are listed below.
- D.1.2.1.** Pricing Proposal
  - D.1.2.2.** Technical Proposal
  - D.1.2.3.** Supplier Qualifications
  - D.1.2.4.** Added Value
  - D.1.2.5.** VPAT
- D.1.3.** An evaluation team will conduct evaluation of responses and prices received in response to this solicitation according to these criteria.

### **D.2. Award of Contract**

- D.2.1.** DOC will not guarantee the vendor any specific quantity at any time during the period of this contract. This contract is for an indefinite quantity as the need of DOC dictates, and DOC may or may not buy the quantities mentioned.

### **D.3. Competitive Negotiations of Proposals**

In accordance with Oklahoma Statutes, Title 74 subsections 85.5, the State of Oklahoma reserves the right to negotiate with one, selected, all or none of the Bidders responding to this solicitation to obtain the best value for the State. Negotiations could entail

discussions on products, services, pricing, contract terminology or any other issue that mitigate the State's risks. The State will consider all issues negotiable and not artificially constrained by internal corporate policies. Negotiation may be with one or more Bidders, for any and all items in the Bidder's proposal.

Firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item will face a significant disadvantage and may not be considered. If such negotiations are conducted, the following conditions shall apply:

- D.3.1.** Negotiations may be conducted in person, in writing, or by telephone.
- D.3.2.** Negotiations will only be conducted with potentially acceptable proposals. The State reserves the right to limit negotiations to those proposals that received the highest rankings during the initial evaluation phase.
- D.3.3.** Terms, conditions, prices, methodology, or other features of the Bidder's proposal may be subject to negotiations and subsequent revision. As part of the negotiations, the Bidder may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- D.3.4.** The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State Of Oklahoma.
- D.3.5.** BEST and FINAL – The state may request best and final offers if deemed necessary, and will determine the scope and subject of any best and final request. However, the Bidder should not expect that the state will ask for best and finals to give the Bidder an opportunity to strengthen your proposal. Therefore, the Bidder must submit your best offer based on the terms and condition set forth in this solicitation.

## **E. INSTRUCTIONS TO SUPPLIER**

### **E.1. Introduction**

Prospective Bidders are urged to read this solicitation carefully. Failure to do so will be at the Bidder's risk. Provisions, terms, and conditions may be stated or phrased differently than in previous solicitations. Irrespective of past interpretations, practices or customs, proposals will be evaluated and any resultant contract(s) will be administered in strict accordance with the plain meaning of the contents hereof. The Bidder is cautioned that the requirements of this solicitation can be altered only by written amendment approved by the state and that verbal communications from whatever source are of no effect. In no event shall the Bidder's failure to read and understand any term or condition in this solicitation constitute grounds for a claim after contract award.

#### **E.1.1. MANDATORY AND NON-MANDATORY TERMS**

**E.1.1.1.** Whenever the terms "shall", "must", "will", or "is required" are used in this RFP, the specification being referred to is a mandatory specification of this RFP. Failure to meet any mandatory specification may cause rejection of the Bidder's Proposal.

**E.1.1.2.** Whenever the terms "can", "may", or "should" are used in this RFP, the specification being referred to is a desirable item and failure to provide any item so termed will not be cause for rejection.

### **E.2. Technical Questions**

Technical questions concerning the RFP should be submitted in writing to the contracting officer listed on the front page of the solicitation no later than 03/07/2014, 5:00PM CST.

### **E.3. RFP Submission Requirements**

**E.3.1.** Supplier should submit two (2) CDs or DVDs containing an electronic copy of the proposal which must be clearly marked with the Supplier's name, solicitation number and date of solicitation closing.

**E.3.1.1.** All electronic documents must be in one of the following software formats:

**E.3.1.1.1.** MS Word (.doc or .docx), MS Excel (.xls or .xlsx), or Adobe PDF (.pdf)

**E.3.1.1.2.** Graphic samples must be in tif, gif, jpeg or pdf

**E.3.2.** Each Supplier shall submit a complete proposal, and should clearly describe Supplier's ability to meet or exceed every requirement detailed in the Solicitation Request and this RFP.

**E.3.3.** Each Supplier shall submit the required forms in the front of the Solicitation Packet.

**E.3.3.1.** OMES-FORM-CP-076

**E.3.3.2.** OMES-FORM-CP-004

### **E.4. Submission Guidelines**

Supplier should use the following guidelines in preparation of their proposal for submission to DOC. Failure to comply with the following may cause a proposal to be deemed non-responsive and excluded from further evaluation.

**E.4.1.** Structure of Proposal

- E.4.1.1.** Supplier's proposal should follow the same order that is presented in the RFP, referencing the same Section numbers, i.e., E.1, etc.
- E.4.1.2.** Supplier's pricing and cost responses to Section H, PRICE AND COST, respectively shall be entered in the appropriate spaces on Attachment B. Supplier shall only insert their pricing data and shall not make changes to the file format, layout, or terminology.

**E.4.2. Contents of Proposal**

- E.4.2.1.** Supplier's overall proposal shall include written responses to Section C in the RFP, even if it is simply to acknowledge agreement and compliance with it. All responses shall be clear and concise, and include details as to how Supplier proposes to develop, implement, and perform related services requirements and how Supplier intends to supply related pharmaceutical products. Promotional materials should not be included in the proposal package. If Supplier fails to respond to the listed sections, it will indicate non-responsiveness to DOC and may invalidate the entire proposal.

**E.4.3. Supplier Qualifications**

- E.4.3.1.** Supplier shall provide a written response for each of the numbered sub sections listed below.

- E.4.3.2.** Supplier shall include an overview of their business entity including:

- Corporate name
- Ownership
- Number of years in continuous operation
- Addresses of headquarters and operational locations

- E.4.3.3.** Supplier shall have a minimum of five (5) years of experience in providing pharmacy services similar in size and scope to those required in this RFP, three (3) years of which must have been provided to correctional facilities with a combined adult population which equals or exceeds 15,000 or greater.

- E.4.3.4.** Supplier shall complete Attachment E demonstrating that they meet the above stated criteria by listing a minimum of three current and/or former contracts demonstrating Supplier's experience in the provision of services and products similar to those identified in this RFP. The references' contact information shall include:

- Corporate Name
- Corporate Address
- Contact Person
- Contact Person's Email Address
- Contact Person's Phone Number
- If contract is not current a detailed reason must be stated as to why.

- E.4.3.5.** Supplier shall include an organizational chart of its principal executives and staff who will have key roles and responsibilities in the operation and management of this contract, illustrating levels of management from the entity's board down to the level of consultative pharmacists. The chart shall include the name and position and title of each principal staff. In addition, Supplier shall provide copies of each staff person's resume, outlining their education and experience qualifications. If any position requires licensure relative to disposition of duties in performance of this contract, Supplier shall include a copy of the required license.

**E.4.4. Pharmacy System Technical Proposal Requirements**

- E.4.4.1.** Supplier shall provide a written response for each of the numbered subsections in Section C.1, entitled Contractor's Scope of Work. Responses shall clearly indicate:

- Supplier's intent to provide related pharmaceutical services and products
- Capability to follow through with performance
- Recommended method for performance of the requirement

**E.4.5. Supplier Contact Information**

- E.4.5.1.** Supplier shall complete Attachment E which will provide contact information for a pre-contract manager, a post-award contract manager and two customer service representatives.

## **F. ATTACHMENTS**

**F.1. ATTACHMENT A-1 – FACILITIES**

**F.2. ATTACHMENT A-2 – FACILITIES**

**F.3. ATTACHMENT B – PRICING**

**F.4. ATTACHMENT C – CONTRACTS HELD (REFERENCES)**

**F.5. ATTACHMENT D – PERFORMANCE LIQUIDATED DAMAGES**

**F.6. ATTACHMENT E – OFFEROR CONTACT INFORMATION**

**F.7. ATTACHMENT F – VPAT**

**G. OTHER**

**G.1. Non Non-Binding Obligation**

**G.1.1.** Contractor understands that DOC will not guarantee any specific number of prescriptions utilized under this contract. This contract is for an indefinite amount as the need of DOC dictates.

**G.2. Invoicing**

**G.2.1.** Contractor shall submit invoices to DOC for medication purchases including approved fees.

**G.2.2.** Contractor shall submit itemized invoices of medications delivered to the division accounting unit and ordering correctional center, to the attention of the Health Administrator listed on Attachment A.1, on a calendar month basis.

**G.2.3.** The correctional center billing addresses are included in Attachment A.1. For DOC auditing and verification purposes, Contractor's invoice shall include a line item for each of the following prescription filled during the applicable month:

- Drug name
- Strength
- National drug code (N.D.C.) reference number
- Offender's prescription number, date of order
- Prescribing provider name
- Prescription unit count
- Contract unit price broken out by the cost of the drug

**G.2.4.** Any and all rebates and/or credits received for drugs shall be itemized as a separate line item in the invoice.

**G.2.5.** Contractor's fee shall also be a separate line item.

**G.2.6.** The invoice shall display a bottom line total of all line items included.

**G.2.7.** Contractor's invoice heading shall include their name, remittance address, telephone number, purchase order number, and FEI number, exactly as it appears in the contract.

**G.2.8.** The State of Oklahoma cannot pay from a balance forward statement. Each invoice must be line itemized. The invoice heading shall reference the vendor's name, remittance address, and the contract purchase order number. If an error is discovered in the invoice, the invoice shall be returned for corrections. The time clock for payment of same shall commence again when the corrected billing has been received by the correctional center.

**G.3. Miscellaneous Provisions**

**G.3.1.** DOC covenants and agrees that it will be responsible, within the limits of the Oklahoma Governmental Tort Claims Act (51 O.S. 1991, Section 151 et seq.), for any and all damages which result from the acts or omissions of its agents or employees.

**G.3.2.** The vendor covenants and agrees that it will be responsible for any and all damages which result from the acts or omissions of its agents or employees.

**G.3.3.** This Agreement and all rights and duties arising thereunder shall be governed, interpreted and construed according to the provisions of and under the laws of the State of Oklahoma. This document represents the entire agreement between the parties. Any modification, amendment or addition thereto must be in writing, executed by the parties and specifically referencing this Agreement. In accepting this contract, the vendor agrees that their books, records, documents, accounting procedures or any other item relevant to this contract are subject to examination by DOC and the State Auditor and Inspector. As used in this clause, records includes books, documents, accounting procedures and practices and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any contract with the State, the successful bidder agrees any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution of the resultant contract. The successful bidder is required to retain all records relative to this contract for the duration of the contract term and for a period of three (3) years following completion and/or termination of the contract. If an audit, litigation or other actions involving such records are started before the end of the three (3) year period, the records are required to be maintained for three (3) years from the date all issues arising out of the action are resolved or until the end of the three (3) year retention period, whichever is later.

**H. PRICE AND COST**

## **H.1. Overview**

**H.1.1.** A total of approximately 525,000 prescription orders were filled for the Department of Corrections for fiscal year 2013. Attachment B lists the top 162 medications utilized by DOC for the previous 12 months ending October 31, 2013. Suppliers must indicate the current acquisition cost of each medication listed and the proposed fee.

## **H.2. Rate Structure and Pricing**

**H.2.1.** By completing Attachment B, Supplier shall submit a pricing proposal to include Supplier's current acquisition cost plus their proposed fee (in monetary terms not as a percentage) for each prescription listed.

**H.2.2.** Acquisition Cost is defined as Contractor's actual cost of the drug including negotiated manufacturer purchasing volume incentives and rebates as well as wholesaler discounts and markdowns. The Acquisition Cost will be based on generic drug costs unless only a trade name product is available.

**H.2.3.** If the fee differs for over-the-counter medication and/or stock medication, that fee must be indicated. The fee shall be sufficient to cover all services, for no other fees will be considered to include processing, administrative, credits and/or restocking fees.

## **H.3. Remuneration**

**H.3.1.** Contractor shall charge solely on the basis of the actual acquisition cost of the medication plus the fixed fee.

**H.3.2.** Contractor shall be reimbursed for the acquisition cost for medications as defined above. This cost shall be a variable cost that will change throughout the life of the contract.

**H.3.3.** Upon request, Contractor shall be required to submit documentation to verify the acquisition cost which includes copies of paid invoices to the manufacturer who supplied Contractor with the medications on specified dates. A random sample will be requested by DOC for each calendar month.

**H.3.4.** In addition to the reimbursement for medications, Contractor shall be paid a fee, as defined in H.1 which shall be in accordance with the fees proposed on Attachment B for each contract period.