



Solicitation Cover Page

1. Solicitation #: 4520000439

2. Solicitation Issue Date: 11/30/17

3. Brief Description of Requirement:

This Request for Proposal (RFP) is to receive bids from Pharmacies to provide Buprenorphine-Mono, Buprenorphine-Combo, and Suboxone medication.

4. Response Due Date¹: 12/19/17

Time: 3:00 PM CST/CDT

5. Issued By and **RETURN SEALED BID TO²:**

U.S. Postal Delivery Address: 5005 N. Lincoln Blvd., Ste 300

Oklahoma City, OK 73105

Common Carrier Delivery Address: 5005 N. Lincoln Blvd., Ste 300

Oklahoma City, OK 73105

Electronic Submission Address: N/A

6. Solicitation Type (type "X" at one below):

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

7. Contracting Officer:

Name: Leanna Edmonds

Phone: 405-521-2133

Email: leanna.edmonds@omes.ok.gov

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

² If "U.S. Postal Delivery" differs from "Carrier Delivery, use "Carrier Delivery" for courier or personal deliveries



Responding Bidder Information

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

1. RE: Solicitation # 4520000439

2. Bidder General Information:

FEI / SSN : _____ Supplier ID: _____

Company Name: _____

3. Bidder Contact Information:

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____

Contact Title: _____

Phone #: _____ Fax #: _____

Email: _____ Website: _____

4. Oklahoma Sales Tax Permit¹:

☐ YES – Permit #: _____

☐ NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption

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 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 with the bid a certificate of insurance.

☐ NO – Exempt from the Workers' Compensation Act pursuant to 85A O.S. § 2(18)(b)(1-11) – Attach a written, signed, and dated statement on letterhead stating the reason for the exempt status.²

¹ For frequently asked questions concerning Oklahoma Sales Tax Permit, see <https://www.ok.gov/tax/Businesses/index.html>

² For frequently asked questions concerning workers' compensation insurance, see <https://www.ok.gov/wcc/Insurance/index.html>

7. Disabled Veteran Business Enterprise Act

☐ YES – I am a service-disabled veteran business as defined in 74 O.S. §85.44E. Include with the bid response 1) certification of service-disabled veteran status as verified by the appropriate federal agency, and 2) verification of not less than 51% ownership by one or more service-disabled veterans, and 3) verification of the control of the management and daily business operations by one or more service-disabled veterans.

☐ NO – Do not meet the criteria as a service-disabled veteran business.

Authorized Signature

Date

Printed Name

Title



**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.

Agency Name: Oklahoma Department of Mental Health and Substance Abuse Services

Agency Number: 452

Solicitation or Purchase Order #: 4520000439

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 collusion with any state agency or political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1. of this title.

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. "Addendum" means a written restatement of or modification to a Contract Document executed by the Supplier and State.
- A.1.3. "Bid" means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;
- A.1.4. "Bidder" means an individual or business entity that submits a bid in response to a solicitation;
- A.1.5. "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.1.6. "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 5005 N. Lincoln Blvd. Suite 300, 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 the following order of precedence:
 - A.9.2.1. Any Addendum to the Contract;
 - A.9.2.2. Purchase order, as amended by Change Order (if applicable);
 - A.9.2.3. Solicitation, as amended (if applicable); and
 - A.9.2.4. 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, and must be prior to the closing date of 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 contracting officer listed on the solicitation. This request must be made prior to the closing date of the solicitation.

A.13 Negotiations

- A.13.1. In accordance with Title 74 §85.5, the State of Oklahoma reserves the right to negotiate with one, selected, all or none of the vendors 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 may mitigate the State's risks. The State shall consider all issues negotiable and not artificially constrained by internal corporate policies. Negotiation may be with one or more vendors, for any and all items in the vendor's offer.
- A.13.2. Firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered. If such negotiations are conducted, the following conditions shall apply:
- A.13.3. Negotiations may be conducted in person, in writing, or by telephone.
- A.13.4. Negotiations shall only be conducted with potentially acceptable offers. The State reserves the right to limit negotiations to those offers that received the highest rankings during the initial evaluation phase.
- A.13.5. Terms, conditions, prices, methodology, or other features of the bidders offer 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 offer.
- A.13.6. The 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.

A.14. 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 260:115-7-32.

A.15. Award of Contract

- A.15.1. 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.15.2. Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.
- A.15.3. 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.16. Contract Modification

- A.16.1. 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 Addendum, signed by the State Purchasing Director and the supplier.
- A.16.2. 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 Addendums, 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.17. Delivery, Inspection and Acceptance

- A.17.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The supplier(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.17.2. 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.18. Invoicing and Payment

- A.18.1. Upon submission of an accurate and proper invoice, the invoice shall be paid in arrears after products have been delivered or services provided and in accordance with applicable law. Invoices shall contain the purchase order number, a description of the products delivered or services provided, and the dates of such delivery or provision of services. An invoice is considered proper if sent to the proper recipient and goods or services have been received.
- A.18.2. State Acquisitions are exempt from sales taxes and federal excise taxes.
- A.18.3. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.18.4. Payment terms will be net 45. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. § 34.72.
- A.18.5. Additional terms which provide discounts for earlier payment may be evaluated when making an award. Any such additional terms shall be no less than ten (10) days increasing in five (5) day increments up to thirty (30) days. The date from which the discount time is calculated shall be the date of a proper invoice.

A.19. Tax Exemption

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

A.20. Audit and Records Clause

- A.20.1. 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.20.2. The successful supplier(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.21. 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.22. 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.23. 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.24. Termination for Cause

- A.24.1. 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.24.2. 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.24.3. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

A.25. Termination for Convenience

- A.25.1. 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.25.2. 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.26. Insurance

The successful supplier(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.27. 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.28. 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.

A.29. 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.30. 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 Period

- B.1.1. This contract will be in effect from date of award through June 30, 2018 with the option to renew for three (3) additional twelve (12) month periods.
- B.1.2. Renewal will be dependent upon the availability of funding, Oklahoma Department of Mental Health and Substance Abuse Services (ODMHSAS), the ability of the Supplier to provide services based on the terms and conditions noted herein, and contract performance. Services must not be provided until the Office of Management and Enterprise Services/Central Purchasing (OMES/CP) has issued a purchase order.
- B.1.3. This is an indefinite quantity contract and the State may or may not buy the quantities mentioned.

B.2. Extension of Contract

The State may extend the term of this contract for up to ninety (90) day intervals if mutually agreed upon by both parties in writing.

B.3. Contract Award

One (1) award is anticipated to one (1) successful Supplier.

B.4. Definitions

- B.4.1. JTCMHC: Acronym of Jim Taliaferro Community Mental Health Center
- B.4.2. ODMHSAS: Acronym of Oklahoma Department of Mental Health and Substance Abuse Services
- B.4.3. OMES/CP: Acronym for Office of Management and Enterprise Services, Central Purchasing
- B.4.4. Pharmacy: Refers to the contractor or vendor

B.5. Licensure

The Pharmacy shall provide and maintain a pharmacy license in good standing with the Oklahoma State Board of Pharmacy and shall notify the hospital if the Pharmacy license is suspended or revoked or if any action by the Board is taken against the Pharmacy's license. The Pharmacy shall provide the hospital with a copy of License showing proof of such Licensure.

B.6. Severability

The agreements and covenants contained herein are severable, and in the event any of them shall be held to be invalid by a court of competent jurisdiction, this Contract shall be interpreted as if such invalid agreements or covenants were not contained herein.

B.7. HIPAA Compliance

Each party is a covered entity under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") (Pub.L104-191, Aug.21, 1996, 110 Stat. 1936), as amended, and will comply with all aspects of the Act in protecting the confidentiality and security of protected health information.

B.8. Counterparts and Electronic Signature

This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Contract. The counterparts of this Contract and all Ancillary Documents may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

B.9. Assignment and Delegation

The service to be performed under this contract shall not be subcontracted, in whole or in part, to any other person or entity.

B.10. Protected Health Information

- B.10.1. Contractor agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this contract.
- B.10.2. Contractor agrees to report to the Jim Taliaferro Community Mental Health Center (JTCMHC) any use or disclosure of the Protected Health Information not provided for by this contract of which it becomes aware.

B.11. Payment

- B.11.1. Invoices are to be submitted monthly by each individual patient name and will include itemized receipts of all prescriptions, by patient name, medication, date, and fee with duplicate copies of medication receipts and copies of JTCMHC payment authorization form. Please mail all invoices to: Jim Taliaferro CMHC- Accounting 602 SW 38th Street, Lawton, Ok 73505. The Pharmacy shall provide the hospital with a contact person for billing questions. Enter this information on Attachment A.

- B.11.2. Payment will be made based on the proposed rate upon acceptance of deliverable or other applicable method.
- B.11.3. Payment against this contract shall be firm fixed at the quoted price and the state shall not pay, nor be liable for, any other additional costs, including, but not limited to, taxes, attorney fees, liquidated damages, etc.

B.12. Open Records Requests

Open Records Requests do not apply until after award of solicitation.

B.13. Performance Bond

- B.13.1. Upon award of the contract, Contractor shall provide a performance bond in the amount of twenty-five thousand dollars (\$25,000.00). The bond shall remain in effect until expiration of the contract including all renewal periods. Contractor shall provide the performance bond to the agencies 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 issue 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 the Contractor to notify the issuing surety of any change of circumstances. The bond will be used in the event of insolvency or failure by the 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.13.2. All bond submittals shall contain all terms of the bond or applicable to the bond.
- B.13.3. Said bond shall be conditioned upon the faithful performance of the contract. 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.13.4. Payment Indemnification: The Contractor will be responsible for issuing payments for services performed by the 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.13.5. The Contractor will at the State's request furnish satisfactory evidence that all obligations of the nature herein above designated have been paid, discharged or waived.
- B.13.6. 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 the Contractor of the final invoice the 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, the 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 the Contractor for labor or material furnished under said contract or delivered and used in said project.
- B.13.7. The 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.14. Unavailability of Funding

ODMHSAS cannot guarantee the continued availability of funding for this contract, notwithstanding the consideration stated herein. In the event funds to finance this contract become unavailable either in full or in part due to insufficient funding, ODMHSAS may terminate this contract or reduce this contract consideration upon notice in writing to Contractor. The notice shall be delivered by certified mail, return receipt requested or in person with written proof of delivery. ODMHSAS shall be the final authority as to the availability of funds. The effective date of such contract termination or reduction in consideration shall be specified in the notice, provided that the funding adjustments stated in this paragraph shall not apply to payments made for services satisfactorily completed prior to the effective date of the termination or reduction. In the event of a reduction in contract consideration, Contractor may work with ODMHSAS to reduce the Scope of Work proportionately or cancel this contract as of the effective date of the proposed reduction upon advance written notice to ODMHSAS. Both parties shall make a good faith effort to reach mutual agreement on reasonable phase-out costs upon notice of termination or reduction of contract.

B.15. Indemnification

- B.15.1. The Contractor shall at all times carry liability insurance to adequately compensate persons for injury to their person or property occasioned by an act of negligence by the Contractor, its agents, employees or the like. Said policy must provide that the carrier may not cancel or transfer the policy without giving the Department thirty (30) days written notice prior to the cancellation or transfer. The Contractor shall timely renew the policies to be carried pursuant to this section throughout the term of the contract and provide the Department with evidence of such insurance and renewals upon request.

- B.15.2. Contractor shall indemnify and hold harmless the Department against any and all bodily injury and property damage, deficiencies or liabilities resulting from any negligence on the part of Contractor, its employees or independent contractors, or non-fulfillment of any term or condition of this contract. Contractor shall indemnify and hold harmless the Department under the Contract from any and all assessments, judgments, cost, legal and other reasonable expenses incidental to any of the foregoing.

B.16. No Grant of Authority

Nothing herein shall be construed as conferring upon Supplier the authority to assume or incur any liability or any obligation of any kind, expressed or implied, in the name of or on behalf of the Department, and Supplier agrees not to assume or incur any such liability or obligation without the prior expressed written consent of the Department.

B.17. No Other Agreement

Supplier certifies and warrants that it has entered into no other agreement that would prevent performance of the services agreed to herein on the terms and conditions stated. Supplier further certifies and warrants that no such agreement will be entered into during the pendency of this Contract.

B.18. Non-Discrimination

The Supplier is an Equal Opportunity Employer, a provider of services and/or assistance, and assures compliance with the 1964 Civil Rights Act, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, as amended, Executive Orders 11246 and 11375, and the Americans with Disabilities Act of 1990 (Public Law 101 336), all amendments to, and all requirements imposed by the regulations issued pursuant to this act.

B.19. Other Certifications

The Supplier certifies compliance with the provisions of Titles VI and VII of the 1964 Civil Rights Act and Section 504 of the Rehabilitation Act 1973, the Age Discrimination Act of 1975, the Hatch Act, the Pro Children Act of 1994, Drug Free Workplace Act of 1988, the American with Disabilities Act of 1990, Title IX or the Education Amendments of 1972, 31 U.S.C. Sections 1352, Public Law 105-78, and the Single Audit Act of 1984, as applicable.

B.20. Performance Suspension

Performance may be suspended by either party for any Act of God, war, riots, fire, explosion, strike, injunction, inability to obtain fuel, power, labor, or transportation, accident, national defense requirements, or any cause beyond the control of such party, which prevents the performance of such party. An alleged breach of this contract by either party shall be grounds for immediate suspension of performance.

B.21. Reports

The Department may prescribe and require reports from the Supplier during the effective dates of this Contract. All reports, financial and otherwise, required by the Department, shall be in the format as indicated by the Department and may include, but not be limited to, cost reports, expenditure reports, and balance sheets. The Department may, upon reasonable notice, withhold payments otherwise due under the terms of this contract, if the Supplier fails to submit required reports on a timely basis.

B.22. Severability

If any clause or provision of this contract is illegal, invalid or unenforceable under any present or future law, the remainder of this contract will not be affected thereby. It is the intention of the parties that if any provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible to be legal, valid, and enforceable.

B.23. Worker's Compensation and Employer's Liability

B.23.1. This clause is in addition to A.26.

B.23.2. The Supplier is required to comply with applicable federal and state worker's compensation and occupational disease statutes. If occupational diseases are not covered under those statutes, they shall be covered under the employer's section of the insurance policy.

B.23.3. The Supplier shall provide evidence of insurability (certificate of insurance), including worker's compensation, automobile insurance, medical malpractice or general liability, as applicable, from the insurance carrier before the commencement of any work. Such policy or policies shall require thirty (30) days advance notice of cancellation be provided to the ODMHSAS contract division.

B.24. 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.

C. SOLICITATION SPECIFICATIONS

C.1. General Overview

- C.1.1. This Request for Proposal (RFP) is to receive bids from Pharmacies to provide Buprenorphine – Mono, Buprenorphine-Combo, and Suboxone medication. Jim Taliaferro Community Mental Health Center (JTCMHC) is a mental health and substance abuse center with both inpatient and outpatient services. We currently have 14 inpatient beds and 8 substance abuse beds. Our outpatient census of around 2800 clients. However, for the purposes of this contract we will be serving up to 30 outpatient clients at any given time from Comanche County and several other surrounding counties specifically with opioid addictions.
- C.1.2. One (1) contract is anticipated to be awarded to one (1) successful Supplier.

C.2. Scope of Work

- C.2.1. The medications will be provided on an as-needed basis and in accordance with Medicare conditions of practice/applicable standards of practice consistent with Federal and State law.
- C.2.2. Prescription Processing:
 - C.2.2.1. Patients will be issued a prescription for Buprenorphine – Mono, Buprenorphine-Combo, or Suboxone to be filled by the vendor.
 - C.2.2.2. Prescriptions will be called in to the pharmacy by a JTCMHC licensed personnel or the original, handwritten prescriptions will be brought to the pharmacy for filling.
 - C.2.2.3. In addition to the prescription, the client or JTCMHC personnel will present a form stating the client's information and authorizing the contracting pharmacy to bill JTCMHC via a direct bill.
- C.2.3. Dispensing/Packaging:
 - C.2.3.1. All medications must be checked for expiration dates and must have at least a 30-day period to expiration.
 - C.2.3.2. Pharmacy will provide patient medication information with each medication.
 - C.2.3.3. Pharmacy will bottle each prescription and label it with the patient's name, doctor, strength and dosage of medication, directions for administration, expiration date, lot number of medication, and any precautions.
 - C.2.3.4. All medication orders will be reviewed for appropriateness before dispensing.
 - C.2.3.5. Pharmacy will re-label medications upon request of hospital, if dosage changes, or a label error occurs.
 - C.2.3.6. Pharmacy may provide medications in another approved drug dispensing container, i.e. punch cards.
 - C.2.3.7. Pharmacy will provide prescriptions based upon unit doses.
 - C.2.3.8. Changes to the label or script for accuracy purposes will be consulted with JTCMHC Physicians/Nurses prior to distribution of the medication.
 - C.2.3.9. Pharmacy will be responsible for stock-outs by recommending generics.
- C.2.4. Delivery:
 - C.2.4.1. Delivery to JTCMHC may be necessary at a future date or if an emergency arises.
 - C.2.4.2. If an incorrect medication is delivered to JTCMHC, staff will inform the delivery person and contact the pharmacy's advocate person. The staff checking in the medicine shall write refused on the incorrect medication and give it back to the delivery person to return to the pharmacy.
 - C.2.4.3. Incorrect prescriptions are not considered an acceptable level of service and will not be charged to JTCMHC.
- C.2.5. Pharmacy staff will be available for consultations with JTCMHC staff when issues or medication concerns arise.
- C.2.6. Pharmacy will be required to maintain and reproduce a medication profile to consist of:
 - C.2.6.1. Patient name
 - C.2.6.2. Date of Birth
 - C.2.6.3. Known allergies and sensitivities
 - C.2.6.4. Current medication therapy
 - C.2.6.5. Potential drug-food interactions

C.2.7. Invoicing:

C.2.7.1. Invoices are to be submitted monthly by each individual patient name and will include:

- C.2.7.1.1. Itemized receipts of all prescriptions, by patient name, medication, date, and fee with duplicate copies of medication receipts and copies of JTCMHC payment authorization form.
- C.2.7.1.2. Please mail all invoices to: Jim Taliaferro CMHC- Accounting 602 SW 38th Street, Lawton, Ok 73505.
- C.2.7.1.3. The Pharmacy shall provide the hospital with a contact person for billing questions (see Attachment A).

C.3. **Proposal Deliverables**

- C.3.1. Bidder must provide a sample invoice, which shall be mailed or delivered to JTCMHC monthly for payment.
- C.3.2. Bidder must submit Attachment A - Pharmacy Representative/Contact Information or bid will be nonresponsive.
- C.3.3. Bidder must reference any items herein with which the pharmacy will not be able to comply.
- C.3.4. Bidder must verify the number of customers they have within the same size and scope as mentioned in this RFP.
- C.3.5. Bidder must verify if they have the ability to compound medications.
- C.3.6. Bidder shall provide a pharmacy license in good standing with the Oklahoma State Board of Pharmacy.

D. EVALUATION

Per Section A.15.2 contract will be awarded to the Supplier that is the lowest and best bidder.

E. INSTRUCTIONS TO BIDDER

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.2. **Response Submission and Copies**

- E.2.1. Supplier is to submit two (2) electronic copies of their complete response to include scanned images of the required completed and signed forms. Electronic copy can be in Word, Excel, or PDF format; but, is to be an unprotected document provided on two (2) USBs.
- E.2.2. USBs are to be clearly marked with the solicitation number.
- E.2.3. Faxed or emailed responses will not be accepted. Original hard copies are not required or preferred. This overrides hard copy submittal requirements of A.2.4.

F. CHECKLIST

F.1. **Supplier's Response**

Listed below is a checklist of items that are to be completed and returned with the proposal. This is not an all-inclusive list and it is the Supplier's responsibility to ensure that they submit all required and requested documentation:

- F.1.1. OMES Form CP 076 – Responding Bidder Information
- F.1.2. OMES Form CP 004 – Certification for Competitive Bid and/or Contract
- F.1.3. Pharmacy Representative/Contact Information (Attachment A)
- F.1.4. Price and Cost (Attachment B)
- F.1.5. Vendor Payee Form (Attachment C), if applicable
- F.1.6. Two (2) electronic copies (see Section E.2)

G. OTHER

G.1. Questions

All questions regarding this solicitation must be submitted in writing and are to be emailed no later than Thursday, **December 7, 2017 at 3:00 PM** Central Daylight Time. Questions are to be emailed to Leanna.Edmonds@omes.ok.gov. Questions received after this date will not be answered. If any questions are received, an amendment to this solicitation will be posted on our website after this deadline listing all questions received and their answers. In addition, Suppliers will be notified the amendment is on our website. Please be sure to reference the solicitation number when emailing questions.

Any communication regarding this solicitation must be sent to the Contracting Officer listed above. Failure to do so (contacting the agency directly), may result in your proposal being deemed as non-responsive.

G.2. Attachments

- G.2.1. Attachment A – Pharmacy Representative/Contact Information form
- G.2.2. Attachment B – Price and Cost form
- G.2.3. Attachment C - The Vendor Payee form is provided for the responding Supplier that is a new, non-registered payee. OMES Vendor Management requires the information in the attached form before payments can be made to the Supplier.

H. PRICE AND COST

- H.1. Pricing is to be submitted on Attachment B – Price and Cost.
- H.2. Pricing is to be in effect for the current term and all three (3) optional renewal years of the contract.

ATTACHMENT A - PHARMACY REPRESENTATIVE/CONTACT PERSON OR PERSON'S INFORMATION

Provide the information below for at least one Pharmacy Representative for Operations

1. Representative: _____

Location: _____

Phone number: _____

Fax number: _____

Email Address: _____

Cell phone number: _____

Provide the information below for the Pharmacy Representative for Billing

1. Representative: _____

Location: _____

Phone number: _____

Fax number: _____

Email Address: _____

Cell phone number: _____

Attachment B - Price and Cost

Pricing is to be submitted as follows and is to be in effect for all three (3) years of the contract.

Choose (1) ONE of the Options from 1 to 3 and complete pricing section, where applicable.

Place "X" Next to Selection:	Option Number:	
	1	Wholesale Price less a _____ % + dispensing fee of \$ _____.
	2	Wholesale Price less a _____ % discount.
	3	Wholesale Price + dispensing fee of \$ _____.

Place "X" next to applicable below:	Complete Applicable Prices	Description
	\$	Wholesale Price
	\$	Dispensing Fee
	\$	Delivery Fee and timeframe for delivery: _____

If none of the above apply, please explain:
