



State of Oklahoma
Office of Management &
Enterprise Services

Solicitation Cover Page

1. Solicitation #: 1600000040

2. Solicitation Issue Date: 2/13/2018

3. Brief Description of Requirement:

The State of Oklahoma Office of Management Enterprise Services Central Purchasing Division (OMES/CP) on behalf of the Oklahoma Department of Commerce (ODOC) is issuing this Request for Proposal (RFP) to procure services of public and/or private nonprofit entities to implement and manage the 'Rx for Oklahoma' Prescription Assistance Program. This will provide statewide assistance to medically indigent, uninsured, and underinsured Oklahoma residents with the procedures and processes needed to access drug manufacturer sponsored prescription assistance programs. Services required for 'Rx for Oklahoma' are as outlined in this solicitation.

Solicitation Notice: Please note that on a RFP, no pricing shall be released at the time of opening. Should a public opening be requested the only information to be released will be a list of bidders without pricing.

4. Response Due Date¹: March 13, 2018

Time: 3:00 PM CST/CDT

5. Issued By and **RETURN SEALED BID TO**²: Darlene Saltzman

U.S. Postal Delivery Address: 5005 N. Lincoln Suite 300
OKC, OK 73105

Common Carrier Delivery Address: 5005 N. Lincoln Suite 300
OKC, OK 73105

Electronic Submission Address: NA

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

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

7. Contracting Officer

Name: Darlene Saltzman
Phone: 405-694-7016
Email: Darlene.Saltzman@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 # _____

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: _____ Agency Number: _____

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 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

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 an entity acquires by purchase, lease purchase, lease with option to purchase, or rental;
- 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.

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B. SPECIAL PROVISIONS

B.1. Contract Term, Renewal and Extension Option

- B.1.1. The initial contract period shall begin on July 1, 2018 and shall extend through One (1) Year (the "Initial Term") unless renewed, extended, or terminated in accordance with applicable contract provisions. The Supplier shall not commence work, commit funds, incur costs, or in any way act to obligate the State until so notified in writing of the approval of the contract. The authorized State representative is the only individual who can transmit that approval to the Supplier.
- B.1.2. Under Oklahoma law, the State may not contract for a period longer than one (1) year (the "Initial Term"). By mutual consent of the parties hereto, it is intended that there shall be two (2) options to renew, subject to the terms and conditions set forth herein, each for duration of one (1) year.
- B.1.3. If an Implementation Period is required that term will be May 1, 2018 through June 30, 2018
- B.1.4. After the Initial Term, the Agreement may be renewed annually upon mutual written consent of the parties. Prior to each renewal, the State shall subjectively consider the value of this Contract to the State, the Supplier's performance under the Contract and shall review certain other factors, including but not limited to the a) terms and conditions of Contract Documents to determine validity with current State and other applicable statutes and rules; b) then current products pricing and price discounts offered by Supplier; and c) then current products and support offered by Supplier.
- B.1.5. If the State determines changes to a Contract Document are required as a condition precedent to renewal, the State and Supplier will cooperate in good faith to evidence such required changes in an Amendment.
- B.1.6. The State, at its sole option, may choose to exercise an extension for ninety (90) days beyond the final renewal option period, at the Contract pricing rate. If this option is exercised, the State shall notify the Supplier in writing prior to contract end date. The State, at its sole option, may choose to exercise subsequent ninety (90) day extensions, by mutual consent and at the Contract pricing rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Supplier.

B.2. Contract Terms and Conditions

B.2.1. Contract Assessment

- B.2.1.1. The program will be assessed by the Department of Commerce at least annually to assure compliance with contract requirements.

B.3. Definitions

- B.3.1. **Eligible Oklahomans** - Eligibility for the "Rx for Oklahoma Act" shall be residents of Oklahoma who **1)** Are medically indigent or **2)** Are not medically indigent but cannot reasonably afford to pay for prescription meds.
- B.3.2. **Eligible Medications** - Prescription drugs accessible through drug manufacturer sponsored prescription assistance programs.
- B.3.3. **Implementation Manual** - Mutually agreed upon implementation procedures established between ODOC and the awarded Bidder after award and upon start of service
- B.3.4. **Medically Indigent** - A resident of Oklahoma who meets the criteria established by drug manufacturer assistance programs for the purchase of prescribed medications and/or a person that is not medically indigent but cannot reasonably afford to pay for prescription medications and meets the criteria established by drug manufacturer assistance programs for the approval of prescribed medications
- B.3.5. **Prescription Drug** - A drug which may be dispensed only upon prescription by a health care professional authorized by the appropriate prescription licensing authority and which is approved for safety and effectiveness as a prescription drug under Section 505 or 507 of the Federal Food, Drug and Cosmetic Act (52 Stat. 1040 (1938), 21 U.S.C.A., Section 301) [74 O.S. 5040.3]
- B.3.6. **Manufacturer sponsored prescription assistance program (PAP)** - Drug company programs that provide prescription drugs to physicians, or programs for patients who could not otherwise afford them
- B.3.7. **Regional Area** - Five regions dividing the entire geographical area of Oklahoma referenced by Region 1 through 5. See Regional Service Area Map in the Appendix
- B.3.8. **Processing Center** - A permanent physical location within the Regional Area staffed to provide the Rx for Oklahoma service as outlined in this RFP and the Implementation Manual. Number of required processing centers per region is defined in this solicitation
- B.3.9. **Primary Processing Center** - One of the regional processing centers designated as primary which will also function as the administrative headquarters for the regional area
- B.3.10. **RAD** - Regional Area Director

B.4. Legislative Mandates and Continued Funding

- B.4.1.** Many Oklahomans are uninsured or underinsured with little or no health insurance coverage for prescription drugs. The Oklahoma Legislature has acknowledged this fact and established 'Rx for Oklahoma'; a statewide program initiative to assist uninsured, underinsured, and medically indigent residents of Oklahoma to receive prescriptions from drug manufacturer sponsored prescription assistance programs. ODOC desires to maintain a system of processes and procedures assisting eligible Oklahomans with the application process to receive eligible medications through prescription assistance programs.
- B.4.2.** The Rx for Oklahoma Act [74 O.S 5040.4] was established in 2005. Funding for this program has been established in the Oklahoma Department of Commerce appropriation bill since the 2006 fiscal year (FY). It is anticipated that the Oklahoma Legislature will continue funding for FY 2019, but the continued funding and the legislatively determined amount for this program has not been approved as of the issuance of this solicitation.
- B.4.3.** Funding amounts for each regional award will be determined by ODOC and will be based upon the amount appropriated by the Oklahoma Legislature. The regional award amount for each Bidder will be a base amount for each region plus an additional percentage based on the regional population meeting federal poverty limits against total State population meeting the federal poverty limits.
- B.4.4.** If an efficient use of program funds renders a carryover amount from the previous contract year, issuance will be determined by ODOC.
- B.4.5.** ODOC will monitor the legislative appropriation process which ends on the last working day of May 2018. The State reserves the right to cancel this solicitation if funding is not approved for FY 2019 and notification will be issued by CP.
- B.4.6.** This solicitation is issued based on the program rules established in the Rx for Oklahoma Act [74 O.S 5040.4]. If the Oklahoma Legislature changes the program rules during the 2018 session or any subsequent legislative session, the contract awards will be appropriately amended to reflect such changes.

B.5. Geographic distinctions and State of Oklahoma Rights

- B.5.1.** For this solicitation, the target citizens have been divided into five regions covering the entire geographical area of Oklahoma. It is anticipated that each region will be singularly awarded to different Bidders, although the State reserves the right to award more than one region to a Bidder if necessary.
- B.5.2.** Suppliers may submit a bid for one (1) or more Regions. A separate bid is required for each Region.

B.6. Contract Administration and Management

- B.6.1.** ODOC will designate a Program Planner to design the program and provide technical assistance to awarded Bidders. A Project Manager will be assigned to each awarded Bidder to document and monitor performance, and be the Bidder's primary liaison in working with other ODOC staff.
- B.6.2.** The Project Manager will maintain first-line administrative responsibility for the Contract by receiving all deliverables and authorizing payment for services rendered. The Project Manager will monitor, document and evaluate the work performance of the Bidder on an on-going basis during the contract period and upon contract closeout.
- B.6.3.** The successful Bidder shall designate a Regional Area Director (RAD) who will have the day to day responsibility for supervising the performance and obligations under the RFP. The selected RAD will work closely with the ODOC Program Planner and Project Manager. The successful Bidder will not change the designation of its RAD without ODOC's prior written notification.

B.7. Performance of the Bidder

- B.7.1.** All Bidders not meeting the terms and conditions of the Oklahoma Central Purchasing Division and the Oklahoma Department of Commerce contract during any given contract period may not be considered for renewal.

B.8. Invoicing Instruction to Bidder

- B.8.1.** The Bidder shall manage the award through the grants.ok.gov Online Grants Management System. Grant Management includes, but is not limited to, reimbursement request for eligible expenditures without exceeding the cumulative one-twelfth monthly allocation of the total contracted award, contract revisions, and budget revisions. The Department of Commerce shall pay the costs stipulated in this contract for eligible services rendered and accepted, less any deductions provided in this contract. *Bidders must have immediate access to invoices for all regional expenditures upon request.*

B.9. Status of Technical Proposal Response Following Award

- B.9.1.** The Bidder shall fully perform in accordance with the terms of the State of Oklahoma's specifications and this contract. The Bidder shall also fully perform in accordance with its technical proposal response offers more than the State of Oklahoma's specifications. Any conflict between the Bidder's technical proposal response and the State Oklahoma's specifications shall be resolved by giving precedence to the State of Oklahoma's specifications.

B.10. Prime Bidder/Subcontractor Consent Requirements

- B.10.1.** Prime contract as used in this clause means a contract or contractual action entered into by the State of Oklahoma for the purposes of obtaining supplies, materials, equipment, or services of any kind.
- B.10.2.** Prime Bidder as used in this clause means a corporation, partnership, and/or business association of any kind, trust, joint stock company, or individual who was entered a prime contract with the State of Oklahoma
- B.10.3.** Subcontract as used in this clause means a contract or contractual action entered into with a prime Bidder or subcontractor for the purposes of obtaining supplies, materials, equipment, or services of any kind under a prime contract.
- B.10.4.** Subcontractor as used in this clause means a corporation, partnership, business association of any kind, trust, joint stock company, or individual, other than the prime Bidder, who offers to furnish any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract or higher tier subcontractor.
- B.10.5.** Bidders must provide a listing of all proposed subcontractors and evidence of subcontractor's compliance with the terms and conditions of this RFP, including business- licensing requirements.
- B.10.6.** The State of Oklahoma shall not work or communicate directly with any subcontractor in resolving any contract administration issues or performance dispute matters. The Prime Bidder shall be responsible for the management of all proposed subcontracts and subcontractors and shall be liable for all performance requirements regardless of which party is providing the contracted supplies, materials, equipment, or services.
- B.10.7.** All Prospective Subcontractors contacted by Bidder's firm in any manner should be expressly advised in writing that no solicitation on Bidder's behalf shall be construed in any manner to be an obligation on Bidders part to enter into a subcontract with said subcontractor or to result in any claim whatsoever against the State of Oklahoma for reimbursement for costs for any efforts expended by said subcontractor regardless of whether or not Bidder's firm is successful in receiving a contract as a result of this solicitation.

B.11. Client Confidentiality

- B.11.1.** The Bidder must assure compliance with ODOC's requirements pertaining to the protection, use and release of personal information and applicable State laws found in Title 10, Oklahoma Statutes, Chapter 73, Article VII. The Bidder will hold confidential all personal information regarding individuals, including lists of names, addresses, photographs, evaluations, and all other records of the client. This information may not be disclosed, directly or indirectly, unless consent is obtained in writing from the client.

B.12. Limitation of Liability

- B.12.1.** To the extent any limitation of liability in any Contract Document is construed by a court of competent jurisdiction to be a limitation of liability in violation of applicable law, such limitation of liability shall be void.

B.13. Breach of Contract

- B.13.1.** Failure to perform any and all of the terms and conditions of this contract shall be deemed a substantial breach thereof and give the STATE cause to cancel this contract on seven (7) days written notice to the SUPPLIER. The STATE then reserves the right to re-award the contract to the next lowest responsible available bidder -OR- should this contract be awarded to multiple vendors, the STATE may utilize those vendors. In the event of cancellation of this contract, the SUPPLIER shall not be entitled to damages and agrees not to sue the STATE for damages thereof. After notice of cancellation, the SUPPLIER agrees to perform the terms and conditions of this contract up to and including date of cancellation, as though no cancellation had been made and notwithstanding other legal remedies which may be available to the STATE because of the cancellation, agrees to indemnify the STATE for its costs in procuring the services of a new SUPPLIER.

B.14. Minor Deficiencies or Informalities

- B.14.1.** "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.14.2.** 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.

C. SOLICITATION SPECIFICATIONS

C.1. General Purpose

The Oklahoma Office of Management and Enterprise Services, Central Purchasing division (OMES/CP) on behalf of The Oklahoma Department of Commerce (ODOC), is issuing this Request for Proposal (RFP) to procure services of public and/or private nonprofit entities to implement and manage the 'Rx for Oklahoma' Prescription Assistance Program. This will provide state-wide assistance to medically indigent, uninsured, and underinsured Oklahoma residents with the procedures and processes needed to access drug manufacturer sponsored prescription assistance programs. Services required for 'Rx for Oklahoma' are as outlined in this solicitation.

- C.2. Regional Area Locations:** The "RX for Oklahoma" service will be established in Regional Areas 1 through 5 as indicated by the Regional Services Area Map in the **Appendix**.

C.2.1. The Supplier will establish Processing Centers within the geographical limits of the awarded Regional Area that will assist eligible Oklahomans residing within their Region with the PAP process.

C.2.1.1. Suppliers are required to have a minimum of (2) two processing centers in their Regional Area.

C.2.1.2. One of the processing centers must be designated by the Supplier as the "Primary" processing center for the Regional Area. (See Section B.3 for definition of Processing Center).

C.2.1.3. Extra Evaluation consideration will be given to Suppliers that propose processing centers above the required minimum of (2) two.

- C.3. Regional Area Director (RAD):** Each Regional Area will be managed by a Regional Area Director (RAD). The Regional Area Director's job duties should include but not be limited to the following:

C.3.1. Maintain an office at the "Primary" processing center established by the Supplier.

C.3.2. Perform Administrative and Operational duties as stated in this RFP.

C.3.3. Collect and Prepare all required reporting as stated in this RFP.

C.3.4. Develop and Maintain Program Policy and Procedures for the Regional Area.

C.3.5. Coordinate Regional Area Development of processing centers including: location, staff, materials, training, marketing, reporting, and project implementation and growth.

C.4. Processing Centers

C.4.1. The "Primary" processing center will establish a dedicated telephone line that will allow calls from the Rx for Oklahoma Toll Free Number to port into the designated region.

C.4.2. The minimum required daily hours of operation for each processing center will be Monday through Friday; beginning no later than 8:30 am and ending no earlier than 5:00 pm.

C.5. Enrollment

C.5.1. Supplier will assist eligible Oklahomans with the Prescription Assistance Program (PAP) application process by using a single application which determines eligibility to access all participating PAP's and other discount programs.

C.6. Documents of Need

C.6.1. Supplier will obtain documents of need from the client's physician if necessary to complete the prescription assistance application process (e.g. zero income attestation, letter certifying need).

C.7. Pharmacy Partnerships

C.7.1. Extra evaluation consideration will be given to Suppliers who establish current documented partnerships with pharmacies in Regional Area that will agree to label, dispense, and provide counseling for prescriptions provided by PAP's; if requested by client.

C.8. Community Outreach and Marketing

C.8.1. Suppliers will provide community outreach related to Rx for Oklahoma Prescription Assistance Program. Develop a "*Community Outreach Education Plan (COEP)*" including media types and outlets, target

markets, and related events that will include utilizing current program marketing tools (brochures, pens, posters, etc.) to provide information regarding the referral process, prescription process, eligibility requirements, and alternatives.

C.9. Reporting Requirements

C.9.1. Quarterly Reports are due at the end of each calendar quarter, regardless of the starting date of the contract. For example, the quarterly report for the first State Fiscal Year calendar quarter of 2018 will cover the months of July, August and September and due by October 20, 2018.

C.9.1.1. Monthly Reimbursement Claim for expenses incurred without exceeding the cumulative one-twelfth monthly allocation of the total contracted award.

C.9.1.2. Quarterly Quality Assurance Summary that summarizes training and compliance monitoring results of processing centers.

C.9.1.3. Quarterly Progress Report including (Sample provided in Appendix):

- Number of new clients by county
- Number of participating physicians
- Number of approved clients
- Confirmed number of prescriptions approved and received
- Estimated value of savings per approved and received prescription
- Cumulative Client demographics

C.9.2. Quarterly Community Outreach Education Summary that summarizes community outreach efforts related to RX for Oklahoma Prescription Assistance Program including use of marketing tools (brochures, pens, etc.), media outlets (print, radio, television, etc.) and human interest stories that document program participation experience.

C.9.3. Annual Report within 60 days after contract ending date, which includes:

- Annual Summaries of all reports listed in C.9.
- A cost per client assessment for the ending contract year
- An uninsured and underinsured need assessment for the Region
- A marketing plan to address the assessed need
- A Regional Impact Report that documents the benefits of the program to the clients assisted.

C.9.3.1. Final Reimbursement Claim to ODOC within 60 days after contract ending date for final reimbursement of contract funds.

C.9.3.2. Supplier will provide additional reports or information to ODOC as reasonable upon request.

C.10. Timeline

C.10.1. New Suppliers will begin the following timeline effective upon contract award notice, anticipated to be May 1, 2018; if an Implementation Period is required. Timeline to be viewed as a "no later than" date, but Supplier may complete milestones prior to required due date. The RX for Oklahoma Regional Program will be expected to "go Live" (completing C.10.1.3. and C.10.1.4.) by July 1, 2018. Funding to assist the implementation will be available and determined upon contract award notice.

C.10.1.1. In the event that a previous Supplier is not retained, the previous Supplier will transition all program electronic and paper operational documents (client files, physician files, marketing materials, etc.) to new Supplier prior to contract start date.

C.10.1.2. In the event a Supplier is awarded funds and has previously been funded by ODOC for this program, the timeline will not apply and services are expected to be continued immediately following effective date of contract. All changes to the current established Region must be submitted to ODOC by July 1, 2018.

C.10.1.3. First 30 Days

C.10.1.3.1. Establish physical location of Primary Processing Center for Regional Area

C.10.1.3.2. Establish a dedicated telephone line that will allow calls from the Rx for Oklahoma Toll Free Number to port into the designated region

C.10.1.3.3. Acquire materials (Software, Office Equipment, etc.) for Primary Processing Center

C.10.1.3.4. Establish a Regional Area Director and Staff for Primary Processing Center in Regional Area;

C.10.1.3.5. Formalize Partnerships that will assist in the delivery of Rx for Oklahoma Services in the Regional Area;

C.10.1.3.6. Document adequate worker's compensation and liability insurance coverage as required.

C.10.1.4. First 60 days

C.10.1.4.1. Establish physical locations of remaining Regional Processing Centers

C.10.1.4.2. Establish staff for each Regional Processing Center

C.10.1.4.3. Acquire materials (software, Office Equipment, etc.) for all Processing Centers

C.10.1.4.4. Create a Community Outreach Educational Plan (COEP) for each Processing Center in the Regional Area

C.10.1.5. First 90 Days

C.10.1.5.1. Coordinate a Rx for Oklahoma Prescription Assistance Program Kick-Off Event for Region

C.10.1.5.2. Ensure that all Regional Area Processing Centers are functioning efficiently

C.10.1.5.3. Rx for Oklahoma Program Reporting begins for Regional Area

C.10.1.5.4. Establish a regional monitoring schedule with guidelines that will assist with ensuring compliance and quality assurance

C.10.1.6. Remaining Contract Year

C.10.1.6.1. Continuation of Program and reporting requirements

C.10.1.7. Option Years

C.10.1.7.1. Startup timeline not required; continuation of services established in first contract year.

C.11. Project Implementation Budget

C.11.1. Bidders must provide a budget identifying the financial resources needed to operate an Rx for Oklahoma Regional Area Program. Bidders must provide a basis and justification for all budgeted line items. Resource descriptions must, at a minimum, include financial needs, staffing, office space, equipment, supplies for all Regional Area locations, and marketing needs.

C.11.2. Document budgeted items that detail all staff, subcontractors, partnering entities, relevant project expenses, and other direct cost.

C.11.3. Extra evaluation consideration will be given to Bidders that document other funding sources that will be available to implement and maintain the financial stability of the program.

C.11.4. Eligible expenses submitted by Supplier will be reimbursed monthly. Expenses in any month may not exceed the cumulative one-twelfth monthly allocation of the total contracted award.

D. EVALUATION

The best value selection criteria for this proposal is listed below and all proposals will be reviewed and awarded based on the following evaluation criteria:

D.1.1. A Review Committee will be used to evaluate all applications and submit recommendations based on a point accumulation system. The Review Committee will evaluate proposal packages based on the information provided in the proposal response. *The Review Committee shall not assume a Bidder possess any capability unless specified in the proposal response.*

D.1.2. ODOC reserves the right to reject any or all committee recommendations. In the event no proposals are received proposing services for a regional area, ODOC reserves the right to request OMES/CP to negotiate with one (1) or more Suppliers selected for funding, to provide services within the unserved Regional Area(s) and/or recapture the Regional Area(s) set- aside for reallocation.

- D.1.3.** The State reserves the right to negotiate with one or more Bidders as deemed in the best interest of the State. OMES/CP may negotiate any and all contents of the proposal on behalf of the Oklahoma Department of Commerce.

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.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. Format

E.2.1. Responses to this RFP should be in clear and concise language suitable for inclusion in a contract with the State. Responses must be formatted according to the following requirements and identified accordingly.

E.3. Content

E.3.1. Responses should be in the following arrangement and labeled accordingly (Chapter 1, Chapter 2, Chapter 3 a. 1) etc.

E.3.1.1. Chapter 1 Technical Response - Bidder must address each requirement and discussion item for Program Implementation, stated in Section C and annotate each in accordance with the number system of the solicitation in numerical order. Any attachments, sample forms, printed material, etc. should be submitted as appendices, and reference the chapter and Section identification number.

E.3.1.2. SUBMIT the following with your response in reference to requirements in Section C:

E.3.1.2.1. Indicate with detail which regional area(s) for which you are proposing to provide services.

E.3.1.2.2. Identify with detail the proposed location for each processing center and identify which processing center will be designated as the "Primary"

E.3.1.2.3 Extra Evaluation consideration will be given to Suppliers that propose processing centers above the required minimum of (2).

E.3.1.2.4. Provide a detailed proposed staffing plan with job titles and duties for each Regional processing center.

E.3.1.2.5. Provide a detailed Regional Organizational Chart including processing centers.

E.3.1.2.6. Responses should address the proposed responsibilities and proposed required experience the Bidder will use to solicit the designated RAD.

E.3.1.2.7. Address requirement for dedicated telephone line stated in C.4.1.

E.3.1.2.8. Identify daily hours of operation.

E.3.1.2.9. Extra evaluation consideration will be given to Bidder's who establish daily working hours beyond the minimum required hours stated in C.4.2.

E.3.2. Submit the following with your response in reference to requirements in C.5:

E.3.2.1. Identify responsibilities of staff positions for enrollment process.

- E.3.2.2.** Explain in detail the method for enrolling participants, including any computer software to be used or developed.
- E.3.2.3.** Identify and discuss plans to use new or existing websites or software for the enrollment process.
- E.3.2.4.** Describe in detail the process by which a client's intake information shall be collected.
- E.3.2.5.** Provide sample forms or applications, if available.
- E.3.2.6.** Explain in detail how your organization will notify the applicant of an approved and/or denied application.
- E.3.2.7.** State the average and maximum days between submittal and approval/denial of an application.
- E.3.2.8.** Describe the process for reconsideration or appeals requested by applicants.
- E.3.2.9.** Describe the method to be utilized to verify and document a client's eligibility.
- E.3.2.10.** Describe the process used to verify and document that the medication requested from the PAP has been received by the intended client (i.e. follow-up process).
- E.3.3. Submit the following with your response in reference to Section C.6:**
 - E.3.3.1.** Explain in detail the process that will be utilized to obtain documents of need, written prescriptions, and other documentation required from the physician to complete the application process. Provide sample forms if available.
- E.3.4. Submit the following with your response in reference to Section C.7:**
 - E.3.4.1.** Memorandum of Agreement (MOA) that includes a detailed description of the current pharmacy partnership (extra evaluation consideration).
- E.3.5. Submit the following with your response in reference to Section C.8:**
 - E.3.5.1.** Document existing and/or proposed partnerships and the element of the COEP that they have agreed to provide.
 - E.3.5.2.** Document a proposed COEP with details and timeliness that will inform, educate, and assist the general public on the program accessibility, guidelines, requirements, and alternatives.
- E.3.6.** Submit acknowledgement of items referenced in **Section C.9.**
- E.3.7.** Submit acknowledgement of items referenced in **Section C.10.**
- E.3.8. Submit the following with your response in reference to Section C.11:**
 - E.3.8.1.** Estimated budget for the Region being responded to.
 - E.3.8.2.** Bidders are not required to submit budget forms for each processing center in the Region they are responding to, but the budget form must include the cost of all required processing centers in the Region.
 - E.3.8.3.** Budget narrative justification with detail for the Region being responded to.
 - E.3.8.4.** Extra evaluation consideration will be given to Bidders that document other funding sources that will be available to implement and maintain the financial stability of the program
 - E.3.8.5.** Supplier will only be reimbursed up to a total monthly amount not to exceed a cumulative one-twelfth of the total award.
- E.3.9. Chapter 2 Supplier Qualifications-** Summarize the Bidder's organizational characteristics and structure including date established, organization type (corporation, partnerships, etc.), total number of full time equivalent employees, and relevant financial information. Provide supporting documentation to substantiate the Bidder's organization type and date established. Discuss any relationship between organization and its partnerships. Provide any other information necessary to establish that Supplier has the stability and resources to manage the project.
- E.3.10. Chapter 3 Supplier Past Performance -** State the total number of years of experience Supplier has in:
 - E.3.10.1.** Managing similar projects (service programs, prescription assistance programs, etc.)
 - E.3.10.2.** Discuss with detail the outcome of similar projects
 - E.3.10.3.** Coordinating and managing subcontractors to assist with projects
 - E.3.10.4.** Discuss with detail the plan to coordinate and manage subcontractors
 - E.3.10.5.** Working with pharmaceutical and manufacturer prescription assistance programs
 - E.3.10.6.** Discuss with detail, knowledge of prescription assistance program needs in the Oklahoma market.

E.3.10.7. Extra evaluation consideration will be given to Suppliers who submit demonstration of established programs.

E.3.11. Chapter 4 Project Management - Submit a job description with qualifications to solicit a RAD or the name of the RAD your organization will commit to this project along with a resume or summary of the RAD's qualifications and experience. Discuss any limitations on the RAD's availability. Include an organizational chart of accountability for project implementation and management.

E.3.12. Appendices - Submit any additional information such as sample forms, service area maps, attachments, marketing material, etc. as an appendix and reference each appendix in chapter 1. Submit appendices only when necessary to illustrate compliance with requirements. Do not submit appendices unrelated to this project.

E.3.13. Service Disabled Veteran Business - If responding Bidder is listed as a Service Disabled Veteran Business please provide a letter from the United States Department of Veterans Affairs showing the business is a Service Disabled Veteran business

E.4. Submission of Proposal

E.4.1. Bidders shall be required to deliver One (1) complete original hard copy of their response. In addition, each Bidder must submit One (1) complete copy of their response on flash/thumb drive in a "machine readable" format.

E.4.2. Please ensure that flash/thumb drives are marked clearly with the RFP Number.

E.4.3. All proposals must clearly indicate the name, title, mailing address, email, and telephone number of the Supplier's authorized agent with the authority to bind the company to the provisions of the Proposal and to answer official questions concerning the Proposal. The original Proposal must contain an original signature by this person. Sealed Proposals must be mailed or delivered to the contact person identified on the cover document of this RFP. It is the Bidder's sole responsibility to submit information in the Bid as requested by this Solicitation. The Bidder's failure to submit required information may cause its Bid to be rejected.

E.4.4. Submitted proposals are rendered as a legal offer and any proposal when awarded by State shall constitute a firm contract.

E.4.5. Submitted proposals must be in strict conformity with the instructions and must be submitted on the approved forms. All proposals, quotations, and contracts must be typewritten or written in ink. Penciled proposals will not be accepted and will be rejected as non-responsive.

E.4.6. The State will accept all Proposals for evaluation that are completely and properly submitted.

E.4.7. Bidders mailing their Proposals or using a commercial delivery service should allow sufficient time for delivery of their Proposals by the time and date specified on this RFP.

E.4.8. Proposals received after that time will not be considered and will be returned unopened.

E.4.9. Proposals submitted in whole or in part by fax will be rejected.

E.4.10. Proposals submitted must include a Certification for Competitive Bid and Contract signed by the proposed supplier.

E.4.11. All costs incurred by the bidder for proposal preparation, and participation in this competitive proposal procurement will be the sole responsibility of the bidder. All proposals submitted in response to this RFP become the property of the State and will not be returned. All proposals submitted and all information contained therein, unless otherwise specified as proprietary, shall be subject to the Oklahoma Open Records Act, 51 O.S. 24A.1 et seq (1991).

E.4.12. The State reserves the right to reject any Proposal that does not comply with the requirements and specifications of the RFP. A Proposal will be rejected when the Bidder imposes terms or conditions that would modify requirements of the RFP or limit the Bidder's liability to the State.

E.4.13. The State reserves the right to withdraw or cancel this RFP at any time during the procurement process. Issuance of this RFP in no way obligates the State to award or issue a contract or to pay any costs incurred by a Bidder as a result of such a withdrawal.

E.5. Point of Contact

E.5.1.1. This RFP is issued by OMES/CP and CP is the sole point of contact from the date of this RFP until the award. CP may be contacted at the following address:

Central Purchasing Division
5005 N. Lincoln Blvd., Suite 300
Oklahoma City, OK 73105
Attn: Darlene Saltzman

E.5.1.2. ODOC Point of contact after the proposal has been awarded is as follows:

Oklahoma Department of Commerce
Office of Community Development
900 N. Stiles Avenue
Oklahoma City, OK 73104-3234
Attn: Community Development

E.6. Questions

- E.6.1.** All questions regarding this solicitation must be submitted in writing and are to be emailed no later than 3:00pm CST March 2, 2018.
- E.6.2.** Questions are to be emailed to: Darlene.Saltzman@omes.ok.gov. Questions received after this date will not be answered. An Amendment will be posted after this deadline listing all questions received and their answers. Amendment must be signed, dated and returned with your response. It is the responsibility of the Bidder to periodically check the OMES/CP website for any amendments or downloads (if any) and submit with your proposal response.

E.7. Award of Contract

- E.7.1.** It is anticipated that each region will be singularly awarded to different Suppliers, although the State reserves the right to award more than one region to a Supplier if necessary.

F. CHECKLIST

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 bidder's responsibility to ensure that they submit all required/requested documentation:

F.1. Forms (Attachments)

- F.1.1.** Technical Response as outlined in section E.3.
- F.1.2.** Responding Bidder Information Form CP-076
- F.1.3.** Non-Collusion Certification Form CP-004
- F.1.4.** All amendments signed (if applicable)
- F.1.5.** Proof of Liability and Worker's Compensation Insurance
- F.1.6.** OMES Vendor/Payee Form (If applicable)
- F.1.7.** Regional Service Area Map
- F.1.8.** Sample Quarterly Progress Report
- F.1.9.** Budget Form (Attachment A)
- F.1.10.** Budget Narrative Justification (Attachment A.1)

G. OTHER

- G.1.** Funding determinations and written notices of award will be sent to all bidders selected as Suppliers for Rx for Oklahoma

H. PRICE AND COST

All pricing is to be submitted on budget form (Attachment A) as stated in sections C.11. and E.3.8.

OKLAHOMA DEPARTMENT OF COMMERCE
Rx for Oklahoma Prescription Drug Program
REGIONAL BUDGET FORM
Attachment A

Organization Name: _____

		Rx for OK Budget	Other Sources of Revenue	Total Budget
ADMINISTRATIVE COSTS				
Salaries/Wages	563010			
Fringe Benefits	563011			
Consultant Services	563012			
Travel	563020			
Space costs	563021			
Supplies	563022			
Equipment	563023			
Other Direct Costs	563024			
TOTAL COSTS				
OPERATIONS / PROGRAM COST				
Salaries/Wages	563030			
Fringe Benefits	563031			
Consultant Services	563032			
Travel	563040			
Space costs	563041			
Supplies	563042			
Equipment	563043			
Other Direct Costs	563044			
TOTAL COSTS				
TOTAL BUDGET (Admin + Operations/Program)				

Authorized Signature _____

Date _____

ODOC Approved By: _____

Date _____

BUDGET NARRATIVE JUSTIFICATION
(E.3.8.3.)
Attachment A.1

Detailed Budget Narrative Justification: All applications must have a detailed budget narrative explaining and justifying the proposed budget expenditures (Budget Form). For clarification and simplicity it is best to discuss each expense by budget line item in the order they appear on the Budget Form.

Include the dollar amounts in the discussion and how the dollar amounts were derived. Include detailed descriptions of all cost justifications (see below for more detail). Additionally, provide any cost sharing or matching cost details.

The Budget Narrative Justification submitted with the application must equal the dollar amounts on all required forms. Please explain each calculation and provide a narrative that supports each budget category. (In other words, the Total Budget Line [Admin + Operations] on the Budget Form must equal total costs identified and discussed in the narrative).

Personnel:

- a. Include Salary and Wages
- b. Provide breakdown of personnel by classification (e.g. job title)
- c. State time commitments in hours or percent of time for each person or position
- d. All personnel costs must be allowable
- e. Explain any special considerations

Fringe Benefits:

- a. Identify separately from salaries and wages
- b. Provide description of benefits received by personnel when the fringe calculates more than 35% of the associated salary.

Consultant Services:

- a. Experts or professionals in a specific field and has a wide knowledge of the subject matter needed for the service.

Travel: Provide Breakdown of travel costs as follows:

- a. Destination
- b. Estimated costs and type of transportation
- c. Number of travelers and related lodging and per diem costs
- d. Brief description of the travel involved, its purpose, and explanation of how the proposed travel is necessary for successful completion of the project.

Other Travel considerations:

- a. If travel details are unknown, then the basis for proposed cost should be explained (e.g. historical information) – do not list a lump sum estimate.

Space Costs:

- a. Space used by the service and cost allocated in a larger budget plan.
- b. Lease or rental costs for project operating space.

Supplies:

- a. Explain the type of supplies to be purchased, or the nature of the expense, quantity, and cost per unit.
- b. Indicate basis for estimate of supplies (historical use on similar projects).

Equipment:

- a. "Equipment" is nonexpendable, tangible personal property with unit costs of \$500 or more having a useful life of more than 1 year.
- b. List equipment to be purchased and provide description of how it will be used in the project.
- c. Explain why the equipment is necessary for successful management of the project.
- d. General use equipment (e.g. computers, faxes, etc.) must be used 100% for the project if purchased with project funding.

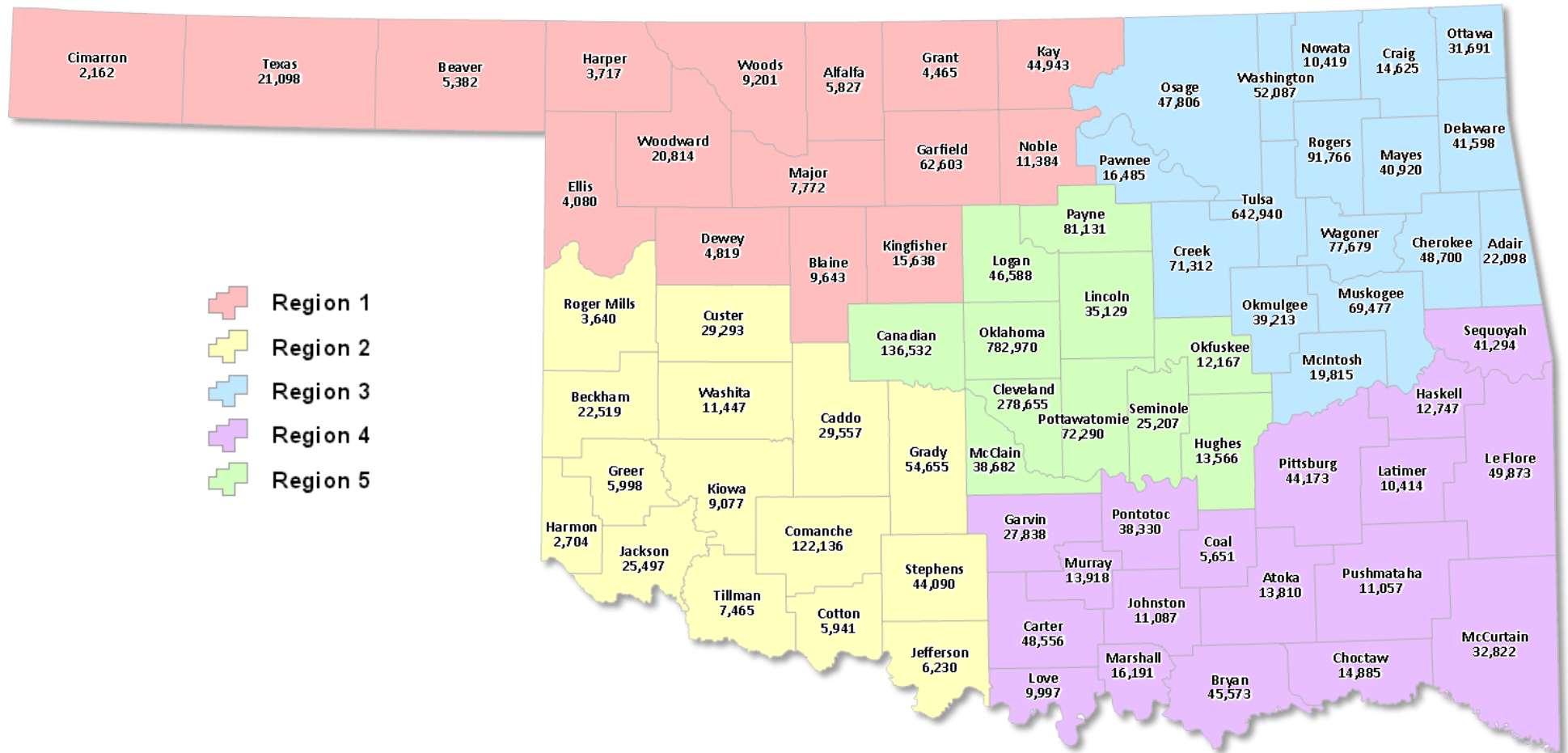
Other Direct Costs:

- a. Other direct costs, (not including payroll and benefits), refers to expenditures which are allowed as eligible direct charges to a project. Understanding these types of costs and the procedures in place to process these expenditures will ensure the successful fiscal management of the awarded project.
- b. Explain with detail each proposed costs and its benefit toward the successful management of the project.

Rx for Oklahoma

Regional Service Areas

2016 Census Data



OKLAHOMA DEPARTMENT OF COMMERCE
Office of Community Development
"Rx for Oklahoma"
Prescription Drug Program

Sample Progress Report

☐ Quarterly Progress Report ☐ Final Progress Report
 (Check One)

Contractor Name:	Contract Number:
Facility Address:	Regional Area:
Facility Phone #:	Facility Fax #:
E-mail Address:	Reporting Month / Year:

(Add additional pages as needed.)

Number of New Clients Assisted by County:	This Section will Include the Counties of the Regional Area Awarded.							
	County:		County:		County:			
	# Clients Served:		# Clients Served:		# Clients Served:			
	County:		County:		County:			
	# Clients Served:		# Clients Served:		# Clients Served:			
TOTAL Number of New Clients Assisted:				Average Number of Clients assisted per month:				
Number of Applicants Assisted by Gender :				Male: Female:				
Number of Applicants Assisted by Marital Status :		Single:		Married:		Divorced:		Widowed:
				Caucasian:		African American:		Hispanic:
				Asian:		Native American:		Other:
Number of Uninsured Applicant:				Number of Under-Insured Applicants:				
		0-20 yrs old:		41-64 yrs old:				
		21-40 yrs old:		65-80 yrs old:				
Number of new claims:								
Amount of new claims: <i>Estimated value of medication</i>								\$
Number of reconciled claims:								
Amount of reconciled claims: <i>Estimated value of medication</i>								\$
Number of pending claims:								
Amount of pending claims: <i>Estimated value of medication</i>								\$
Number of Oklahomans seeking assistance, but determined ineligible:								
Number of new participating physicians:								
Average number of non-paid volunteers assisting with "Rx for Oklahoma" :								
Number of Clients exited program for: insurance coverage Medicare Part D other resource								

Signature of Authorized Official:

Date:



Vendor/Payee Form

Agency: OMES Vendor Management requires the following information for all new non-registered vendors (payees) before payments may be processed. Information is used to establish the payee in the State's PeopleSoft vendor file for payment and procurement activities.

DO NOT use this form for:

- **Garnishment Payees:** Use [OMES Form GarnVendor](#)
- **State Employees:** Use [OMES FORM Employee Vendor Request](#)
- **Vendors pending contract award** to a solicitation released by the division of Central Purchasing or another Oklahoma state agency MUST first register online with the state unless exempt per statute. For additional information, please refer to [Central Purchasing Vendor Registration](#).

AGENCY SECTION (To be completed by state agency representative):

State agency should email completed and signed form to vendor.form@omes.ok.gov or fax to 405-522-3663.

VENDOR/PAYEE SECTION (To be completed by vendor/payee)

Please print legibly or type this information. Form must be completed and signed by authorized individual. Email or fax to requesting state agency.

Agency Name				Contact Name	
Phone #		Fax #		Email	
Agency Request To – Please select all applicable request types					
<div style="border: 1px solid black; height: 40px;"></div>					
Vendor 1099 Reportable Status	Attention Paying Agency: Please check the Add box on the left if payments to this vendor/payee are represented by Account Codes listed on page 3 of this form. If the vendor is incorrectly showing as 1099 Reportable, check the Remove box. The PeopleSoft system requires specific details regarding the type of transaction. Please check the box that applies to this vendor:				
<input type="checkbox"/> Add:	<input type="checkbox"/> 1 - Rents <input type="checkbox"/> 2 - Royalties <input type="checkbox"/> 3 - Other Income				
<input type="checkbox"/> Remove:	<input type="checkbox"/> 6 - Medical & Health Care <input type="checkbox"/> 7 - Non-Employee Compensation <input type="checkbox"/> 10 - Crop Insurance Proceeds				
	<input type="checkbox"/> 14 - Gross Proceeds to an Attorney				

VENDOR/PAYEE SECTION (To be completed by vendor/payee)

Please print legibly or type this information. Form must be completed and signed by authorized individual. Email or fax to requesting state agency.

Payee Information: Please provide the requested information for the payee receiving funds from the Oklahoma state agency. All information should match U.S. Internal Revenue Service filing records for the business, individual or government entity receiving payment.					
Name				Contact Name	
<i>Payee Legal Name for Business, Individual or Government Entity as filed with IRS</i>				Contact Title	
DBA Name				Phone #	
<i>Doing Business As "DBA", or Disregarded Entity Name if different than Legal Name</i>				Fax #	
Tax Identification Number (TIN) and Type:			<input type="checkbox"/> Federal Employer ID (FEIN) <input type="checkbox"/> Social Security Number (SSN)		
Business Address -- Please provide primary business address as filed with the U.S. Internal Revenue Service					
Address				City	
State		Zip+4		Remittance Email	
Optional Addresses – Please select address type as applicable					
Type:	<input type="checkbox"/> Remitting	<input type="checkbox"/> Ordering	<input type="checkbox"/> Pricing	<input type="checkbox"/> Returning	<input type="checkbox"/> Mailing <input type="checkbox"/> Other:
Address				City	
State		Zip+4		Remittance Email	
Financial Registration: Please provide contact information for the Authorized Individual who can provide financial information used for ACH Electronic Funds Transfer payment processes. An email will be sent providing instructions for accessing the State of Oklahoma online registration system.					
Name			Title	Email	

The information below is requested under U.S. Tax Laws. Failure to provide this information may prevent you from being able to do business with the state, or may result in the state having to deduct backup withholding amounts from future payments.

U.S. Taxpayer Identification Number (TIN)

Federal Employer Identification Number (FEIN) _____ If none, but applied for, date applied _____

U.S. Social Security Number (SSN) _____ If none, but applied for, date applied _____

Entity Filing Classification:

☐ Domestic (U.S.) Sole Proprietor or Individual ☐ Domestic (U.S.) Partnership ☐ Domestic (U.S.) Corporation Type: _____

☐ Limited Liability Company Type: _____

LLC Disregarded Entity: ☐ YES ☐ NO **Must be verified by LLC's tax division. If applicable, parent name/tax id is required.**

☐ Domestic (U.S.) Other Explain: _____

☐ Foreign (Non-U.S.) Sole Proprietor or Individual* ☐ Foreign (Non-U.S.) Partnership* ☐ Foreign (Non-U.S.) Type: _____

☐ Foreign (Non-U.S.) Other* Explain: _____

FOREIGN VENDOR INSTRUCTIONS: ~~—*ADDITIONAL DOCUMENTATION IS REQUIRED.~~

Please submit the proper U.S. Internal Revenue Service (IRS) Form W-8, Certificate of Foreign Status. Select form below matching the payee's entity or individual description. Please refer to IRS for additional instructions (<http://www.irs.gov/pub/irs-pdf/iw8.pdf>).

- **Form W-8BEN:** Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals). <http://www.irs.gov/pub/irs-pdf/fw8ben.pdf>
- **Form W-BEN-E:** Certificate of Status of Beneficial Owner for United States Tax Withholding and Reporting (Entities). <http://www.irs.gov/pub/irs-pdf/fw8bene.pdf>
- **Form W-8ECI:** Certificate of Foreign Person's Claim That Income is Effectively Connected With the Conduct of a Trade or Business in the United States. <http://www.irs.gov/pub/irs-pdf/fw8eci.pdf>
- **Form W-8EXP:** Certificate of Foreign Government or Other Foreign Organization for United States Tax Withholding and Reporting. <http://www.irs.gov/pub/irs-pdf/fw8exp.pdf>
- **Form W-8IMY:** Certificate of Foreign Intermediary, Foreign Flow-Through Entity, or Certain U.S. Branches for United States Tax Withholding and Reporting. <http://www.irs.gov/pub/irs-pdf/fw8imy.pdf>

This may exempt you from backup withholding. Form W-8 does not exempt you from the 30% (or lower percentage by treaty) non-resident withholding taxes. To claim this exemption, you must file IRS Form 8233 with us. For more information, refer to IRS Publication 519.

SIGNATURE - AND SUBSTITUTE IRS FORM W-9 CERTIFICATION

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement account (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN.

Signature of Vendor Representative or Individual Payee

Date

Title of individual signing form for company

Vendor/Payee (Must be the same as Payee Name from page 1)

Account Codes for 1099 Reporting - By Category (TO BE COMPLETED BY AGENCY REPRESENTATIVE)

<input type="checkbox"/> 1 - RENTS 532110 Rent of Office Space 532120 Rent of Land 532130 Rent of Other Building Space 532140 Rent of Equipment and Machinery 532150 Rent of Telecommunications Equip 532160 Rent of Electronic Data Processing Equipment 532170 Rent of Electronic Data Processing Software 532190 Other Rents	<input type="checkbox"/> 1- RENTS (continued) 532141 Rent of Motor Vehicles 532142 Lease of Motor Vehicles <input type="checkbox"/> 2 – ROYALTIES 553170 Royalties	<input type="checkbox"/> 3 – OTHER INCOME 552120 Incentive Awards – Monetary & Material 552160 Incentive Payments – Oklahoma Horse Breeders & Owners 552170 Incentive Payments – Oklahoma Film Enhancement Rebate 553165 Current/Former Employee Reportable Court Ordered or Legal Settlements 553220 Other IRS Reportable Income		
<input type="checkbox"/> 6 - MEDICAL & HEALTH CARE PAYMENTS <table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> 515530 Veterinary Services 515700 Offices of Physicians (except Mental Health Specialists) 515710 Offices of Physicians, Mental Health Specialists 515720 Offices of Dentists 515730 Offices of Chiropractors 515740 Offices of Optometrists 515750 Offices of Mental Health Practitioners (except Physicians) 515760 Offices of Physical, Occupational & Speech Therapists, & Audiologists 515770 Offices of Podiatrists 515780 Offices of all other Miscellaneous Health Practitioners 515790 Family Planning Centers 515800 Outpatient Mental Health & Substance Abuse Centers 515810 Other Outpatient Care Centers 515820 Medical and Diagnostic Laboratories </td> <td style="width: 50%; vertical-align: top;"> 515830 Home Health Care Services 515840 Ambulance Services 515850 All other Ambulatory Health Care Services 515860 General Medical & Surgical Hospitals 515870 Psychiatric & Substance Abuse Hospitals 515880 Specialty Hospitals (except Psychiatric & Substance Abuse) 515890 Nursing Care Facilities 515900 Residential Services for People with Developmental Disabilities 515910 Residential Mental Health & Substance Abuse Facilities 515920 Community Care Facilities for the Elderly 515930 Other Residential Care Facilities 537210 Laboratory Services & Supplies 551230 Medical Services to Indigents (from agencies other than DHS) 551240 Hospital Services to Indigents (from agencies other than DHS) 551250 Other Health Services to Indigents (from agencies other than DHS) </td> </tr> </table>			515530 Veterinary Services 515700 Offices of Physicians (except Mental Health Specialists) 515710 Offices of Physicians, Mental Health Specialists 515720 Offices of Dentists 515730 Offices of Chiropractors 515740 Offices of Optometrists 515750 Offices of Mental Health Practitioners (except Physicians) 515760 Offices of Physical, Occupational & Speech Therapists, & Audiologists 515770 Offices of Podiatrists 515780 Offices of all other Miscellaneous Health Practitioners 515790 Family Planning Centers 515800 Outpatient Mental Health & Substance Abuse Centers 515810 Other Outpatient Care Centers 515820 Medical and Diagnostic Laboratories	515830 Home Health Care Services 515840 Ambulance Services 515850 All other Ambulatory Health Care Services 515860 General Medical & Surgical Hospitals 515870 Psychiatric & Substance Abuse Hospitals 515880 Specialty Hospitals (except Psychiatric & Substance Abuse) 515890 Nursing Care Facilities 515900 Residential Services for People with Developmental Disabilities 515910 Residential Mental Health & Substance Abuse Facilities 515920 Community Care Facilities for the Elderly 515930 Other Residential Care Facilities 537210 Laboratory Services & Supplies 551230 Medical Services to Indigents (from agencies other than DHS) 551240 Hospital Services to Indigents (from agencies other than DHS) 551250 Other Health Services to Indigents (from agencies other than DHS)
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<input type="checkbox"/> 7 - NON-EMPLOYEE COMPENSATION <table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> 515010 Office of Lawyers 515020 Offices of Notaries 515030 Other Legal Services 515060 Accounting, Tax Preparation, Bookkeeping & Payroll Services 515210 Payments for Contract Mentor Services 515220 Architectural Services 515230 Landscape Architectural Services 515240 Engineering Services 515250 Drafting Services 515260 Building Inspection Services 515270 Geophysical Surveying & Mapping Services 515280 Surveying and Mapping (except geophysical) Services 515290 Testing Laboratories 515300 Interior Design Services 515310 Industrial Design Services 515320 Graphic Design Services 515330 Other Specialized Design Services 515350 Custom Computer Programming Services 515360 Computer Systems Design Services 515370 Computer Facilities Management Services 515380 Other Computer Related Services 515400 Administrative Management & General Management Consulting Services 515410 Human Resources & Executive Search Consulting Services 515420 Marketing Consulting Services 515430 Process, Physical Distribution, & Logistics Consulting Services 515440 Other Management Consulting Services 515450 Environmental Consulting Services 515460 Other Scientific & Technical Consulting Services 515470 Research & Development in the Physical, Engineering, & Life Sciences 515480 Research & Development in the Social Sciences & Humanities 515490 Advertising and Related Services 515500 Marketing Research & Public Opinion Polling 515510 Photographic Services 515520 Translation & Interpretation Services 515540 All other Professional, Scientific and Technical Services 515550 Management of Companies & Enterprises 515560 Office Administrative Services 515570 Employment Placement Services 515580 Business Support Services 515590 Document Preparation Services </td> <td style="width: 50%; vertical-align: top;"> 515600 Telephone Call Centers 515610 Business Service 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<input type="checkbox"/> 14 - GROSS PROCEEDS TO AN ATTORNEY 553180 Settlements – Paid To/Thru Attorney				