



1. Solicitation #: 2018-02

2. Solicitation Issue Date: 4/10/18

3. Brief Description of Requirement:

Request for proposals from private entities to provide a residential treatment program classified and licensed as a 24 bed Institutional Care Facility for Individual with Intellectual Disabilities (ICF-IID). The awarded provider will operate in the facility currently operating as the Laura Dester Children's Center.

4. Response Due Date<sup>1</sup>: 5/18/18

Time: 3:00pm CST/CDT

5. Issued By and **RETURN SEALED BID TO**<sup>2</sup>:

U.S. Postal Delivery Address: PO BOX 25352

OKC, OK 73125-0352

Common Carrier Delivery Address: 2400 N Lincoln Blvd

OKC, OK 73105

Electronic Submission Address: Timothy.Harvey@okdhs.org

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

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

7. Contracting Officer:

Name: Timothy Harvey

Phone: (405)522-4784

Email: Timothy.Harvey@okdhs.org

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

<sup>2</sup> 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 #** 2018-02

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 Permit<sup>3</sup>:**

☐ 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](http://www.sos.ok.gov) or 405-521-3911).

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

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

☐ YES – Include 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.<sup>4</sup>

<sup>3</sup> For frequently asked questions concerning Oklahoma Sales Tax Permit, see <https://www.ok.gov/tax/Businesses/index.html>

<sup>4</sup> 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 procuring agency 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 procuring agency 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 procuring agency.
- A.3.3. It is the bidder's responsibility to check frequently for any possible amendments that may be issued. The procuring agency 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 procuring agency 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 n/a located at n/a  
n/a at the time and date specified in the solicitation as the 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 procuring agency 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 procuring agency, 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 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 procuring agency 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 procuring agency.

#### **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 procuring agency. 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 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](http://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. Introduction**

**B.1.1.** 24 bed Institutional Care Facility for Individuals with Intellectual Disabilities (ICF-IID).

**B.2.2.** The resulting contract from this solicitation will be managed by the Specialized Placements & Partnership Services Unit of the Child Welfare Division of DHS.

### **B.2. General Information**

**B.2.1.** A Request for Proposals [RFP] is a request for written proposals from Suppliers. DHS intends to award one contract resulting from this RFP to the responsible Supplier, whose response conforming to the RFP is deemed best value.

### **B. 3. Contract Period**

**B.3.1.** The Contract resulting from award of the RFP shall be in effect date of award through June 30, 2018. DHS shall have the sole option to renew this contract for five [5] additional twelve-month periods with the same terms and conditions.

**B.3.2.** 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. Claims for Reimbursement**

**B.3.1.** Supplier will invoice DHS on a monthly basis for services. Claims for reimbursement of services shall be submitted within 90 calendar days of the provision of services. Supporting encumbrances may be canceled upon a lapse of six months from the actual provision of services. DHS will have 45 days from presentation of a proper invoice to issue payment to the Supplier.

**B.3.2.** Invoices will be submitted to Melanie Silva at DHS Adult and Family Services, P.O. Box 25352, Oklahoma City, OK 73125. Supplier shall be responsible for providing supporting documentation when submitting claims for reimbursement. Billing shall be submitted in the format and in accordance with procedures prescribed by DHS.

**B.3.3.** If DHS finds that an overpayment or underpayment has been made to the Supplier, DHS may adjust any subsequent payments to the Supplier to correct the account. A written explanation of the adjustment will be issued to the Supplier by DHS.

### **B.4. Travel**

Suppliers that may incur travel expenses pursuant to an acquisition by a state agency from the supplier shall include travel expenses in the total acquisition price in the supplier's bid, proposal, or quotation. A state agency shall not pay any supplier travel expenses in addition to the total price of the acquisition.

### **B.5. Subcontracting**

The service to be performed under this contract shall not be assigned or sub-contracted in whole or in part to any other person or entity without advance DHS written consent. The terms of this contract and such additional terms as DHS may require shall be included in any approved sub-contract and approval of any subcontract shall not relieve Contractor of any responsibility for performance under this contract.

### **B.6. Grievance Procedure**

If this contract involves services to DHS clients, bidder shall have in place a system for resolution of said grievances. The grievance system used by bidder shall be subject to prior approval.

### **B.7. Information Security**

#### **B.7.1. General**

**B.7.1.1.** All contracts and agreements entered into or on behalf of the Oklahoma Department of Human Services (DHS), where the relationship involves another private or public entity who hosts, stores, accesses, develops, uses, manages, manipulates, or maintains data and information systems owned by or on behalf of DHS, must include information security terms to protect the confidentiality, integrity, and availability of DHS information or information systems. Contractor recognizes that DHS has and will

have agency and client information that are confidential and need to be protected from improper disclosure. Contractor agrees that Contractor, any employees of Contractor, or any agents of Contractor will not at any time or in any manner, either directly or indirectly, use any information for Contractor's own benefit or divulge, disclose, or communicate in any manner any information to any third

party. With the prior written consent of DHS, such information may be released to authorized third parties. Contractor will protect the information and treat it as strictly confidential. This includes, but is not limited to, total compliance with the Privacy Act of 1974 (Public Law 93-579), (5 U.S.C. 552a). All information in any format, including originals and copies thereof, shall be completely, permanently, and irretrievably destroyed within 30 calendar days after the required three-year record retention period.

- B.7.1.2.** Contractor will perform an annual audit of information security risk assessment that is due to the DHS Office of Inspector General Security & Emergency Management Unit by the first day of November of each year for private entities and by the last day in January for public entities. The final information security risk assessment report shall identify, prioritize, and document information security vulnerabilities of Contractor. Contractor is granted 60 business days after final report submission to respond with a mitigation plan for the identified security vulnerabilities. Contractor shall use either the standard security risk assessment created by the Office of Management and Enterprise Services or a third-party risk assessment meeting the ISO/IEC 27002 standards and using the National Institute of Standards and Technology Special Publication 800-30 (NIST SP800-30) process and approved by the Office of Management and Enterprise Services.
- B.7.1.3.** Contractor will disclose any breach of the security of the system following discovery or notification of the breach in the security of the data to any resident of Oklahoma whose encrypted or unencrypted personal information was, or is reasonably believed to have been, acquired by an unauthorized person. The disclosure shall be made in the most expedient time possible and without unreasonable delay to DHS Office of Inspector General Security & Emergency Management Unit. Contractor must deliver a final report of the breach post-mortem, citing the reason, sources, affected records, and mitigation plans or actions within 10 business days of breach discovery.
- B.7.1.4.** Contractor will comply with Federal Information Processing Standards - FIPS 200 that promotes the development, implementation, and operations secure information systems within governmental agencies by establishing minimum levels of due diligence for information security and facilitating a more consistent, comparable, and repeatable approach for selecting and specifying security controls for information systems that meet minimum security requirements. Contractor must sign DHS acceptable use, confidentiality and non-disclosure agreements; user logon authorization; and may be subject to background checks.

#### **B.7.2. User logon authorization**

- B.7.2.1.** Contractor will not be granted access to DHS information systems without the prior completion and approval of Form 05SC004E, Logon Authorization Request for Non-DHS Employees. Certain types of access may require that a background check and verification be performed prior to granting access. Contractor will notify DHS immediately when employees that have access to DHS systems are terminated.

#### **B.7.4. Business continuity and disaster recovery**

- B.7.4.1.** Contractor will comply with the Office of Enterprise and Management Services minimum mandatory standards for information security and internal controls for contingency planning and disaster recovery. Contractor will develop business continuity and disaster recovery plans as stated in the Office of Enterprise and Management Services Core Oklahoma Information Security Policy Section 8.0, Business Continuity found at [http://www.ok.gov/cio/Policy\\_and\\_Standards/](http://www.ok.gov/cio/Policy_and_Standards/). Contractor is further required to exercise, not less than annually, the recovery capabilities of developed plans. Contractor must submit exercise summaries annually or as exercises are conducted to DHS Office of Inspector General Security & Emergency Management Unit.

#### **B.7.5. Auditing and compliance**

- B.7.5.1.** DHS Office of Inspector General Security & Emergency Management Unit may, at its discretion, audit Contractor for information security compliance. Contractor must supply corrective action plans for non-compliant audit findings within 30 business days from the receipt of the final audit report from DHS. Failure to comply with these requirements may result in funding being withheld from Contractor.

#### **B.7.6. HIPAA**

- B.7.6.1.** Contractor shall agree to use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule") Parts 160,162, and 164 of Chapter 45 of the Code of Federal Regulations (45 C.F.R. Parts 160,162, and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996 if the data they are hosting, storing, accessing, utilizing, managing, or manipulating contain electronic Protected Health Information (ePHI.) The definitions set forth in the Privacy Rule are incorporated by reference into this contract (45 C.F.R. §§ 160.103 and 164.501). Documentation of HIPAA compliance, including but not limited to, summaries of policies, procedures, practices and user training must be provided to DHS, Office of Inspector General Security & Emergency Management Unit. Failure to comply with the requirements of

this standard may result in funding being withheld from Contractor, and/or full audit and inspection of Contractor's HIPAA security compliance as it pertains to this contract. Contractor will sign and adhere to a DHS Business Associate Agreement (BAA). The Business Associate Agreement provides for satisfactory assurances that Contractor will use the information only for the purposes for which it was engaged. Contractor agrees it will safeguard the information from misuse, and will comply with HIPAA as it pertains to the duties stated within the contract. Failure to comply with the requirements of this standard may result in funding being withheld from Contractor, and/or full audit and inspection of Contractor's security compliance as it pertains to this contract.

- B.7.6.2.** To the extent that any relevant provision of the HIPAA Regulations is materially amended in a manner that changes the obligations of Business Associates or Covered Entities, the Parties agree to negotiate in good faith appropriate amendment(s) to this BAA to give effect to these revised obligations. The parties agree to amend this Agreement from time to time as is necessary for Covered Entity or to comply with the requirements of the Privacy Rule and related laws and regulations.

**B.7.7. Data Destruction**

- B.7.7.1.** Prior to disposal, all floppy disks, CDs, magnetic tape, hard drives (desktop and server), data DVDs, or other media containing State sensitive information must be destroyed in accordance with the Office of Management and Enterprise Services Information Security Policy, Procedures and Guidelines section on Media Sanitization Procedures for the Destruction or Disposal of all Electronic Storage Media found at [http://www.ok.gov/cio/Policy\\_and\\_Standards/](http://www.ok.gov/cio/Policy_and_Standards/)

All hardcopy records that contain State sensitive information must be disposed of through a cross cut paper shredder (shredding both vertically and horizontally) or an equivalent secure destruction process.

**B.8. Severability**

- B.8.1.** If any provision of this contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

**B.9. Audit**

- B.9.1.** Contractors must have a certified independent audit conducted in accordance with Government Auditing Standards and Office of Management and Budget (OMB) Compliance Supplement.
- B.9.2.** Contractors that receive in excess of \$750,000 per year in state or federal funds must have a certified independent audit of its program-specific operations conducted in accordance with Government Auditing Standards. The financial statements shall be prepared in accordance with Generally Accepted Accounting Principles and the report shall include a Supplementary Schedule of State Awards listing all state revenues and expenditures by contract and a Supplementary Schedule of Revenue and Expenditures by function and funding source. The certified independent audit must cover the period for which the contract was in effect.
- B.9.3.** A certified public accountant or public accountant, who has a valid and current permit to practice accountancy must perform the audit. DHS retains the right to approve the selection of and examine the work papers of said auditor. No approval will be withheld unreasonably.
- B.9.4.** Contractor must submit two copies of the annual audit along with a response to any audit findings and a copy of any management letter received, within 90 calendar days of the conclusion of Contractor's fiscal year. When the Contractor's fiscal year is the calendar year, an additional 30 calendar days will be allowed. Reports should be sent to the Internal Audit Administrator, Office of Inspector General, and PO Box 25352, Oklahoma City, Oklahoma 73125.

**B.10. Equipment**

- B.10.1.** Any equipment or other tangible materials directly and/or specifically purchased with funds provided through this contract and previously approved for said purchase by DHS shall remain/become the property of the State of Oklahoma and shall be held, maintained, and insured by the Bidder for the benefit of DHS. Upon termination or cancellation of the contract, for any reason, DHS may demand the delivery/return of such equipment or materials at the Contractor's sole cost and expense. The Contractor shall notify DHS prior to relocation or substantial alteration of such equipment or materials.

**B.11. Conflict of Interest**

- B.11.1.** All Bidders must disclose any contractual relationship or any other contact with any state personnel, Contractor or Sub-Contractor involved in the development of the Bidder's response to the solicitation resulting in this contract. Any conflict of interest shall, at the sole discretion of OMES/CP and DHS, be grounds for rejection of the response or termination of this contract.
- B.11.2.** In addition to any requirements of law or through a professional code of ethics or conduct, Bidder is required to disclose any outside activities or interests that conflict or may conflict with the best interests of DHS or the State of Oklahoma. Further, Bidder shall not plan, prepare or engage in any activity that conflicts or may

conflict with the best interests of DHS or the State of Oklahoma during the period of this agreement without prior written approval of DHS. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with DHS.

**B.12. Whistleblower Protection Act**

**B.12.1.** The parties acknowledge and agree the Pilot Program for Enhancement of Contractor Employee Whistle Blower Protections, 41U.S.C. Section 4712, may apply to this contract or grant and that no employee of a Contractor, Sub-Contractor, or grantee may be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or public body enumerated in said section when that employee reasonably believes evidence exists of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, and abuse of authority relating to a Federal contract of grant, a substantial and specific danger to public health or safety or a violation of law, rule or regulation related to a Federal contract.

**B.13. Dispute Resolution**

**B.13.1.** Any dispute concerning the question of fact in connection with the work, not disposed of by the contract between the parties hereto, shall be referred to the State agency that initially awarded this contract (e.g., Office of Management and Enterprise Services). The decision of the administrator of said agency, or his/her duly authorized representatives, shall be final and conclusive on the parties to this contract.

**B.14. Covenant Against Contingent Fees**

**B.14.1.** The bidder warrants that it has not employed or retained any company or person specifically to solicit or secure this Contract, and that it has not paid or agreed to pay any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty the State shall have the right to annul this Contract without liability, or at its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage brokerage fee, gift, or contingent fee.

**B.15. Equal Employment Opportunity and Discrimination**

**B.15.1.** Contractor agrees to comply with all federal and state laws prohibiting discrimination and assures services will be provided without distinction on the basis of race, sex, color, national origin, or disability and no other distinction will be made on the basis of age except as the law allows.

Contractor 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) and all amendments to and all requirements imposed by the regulations issued pursuant to these acts.

**B.16. Incorporation of Provisions**

**B.16.1.** The contractor shall include the provisions of the above paragraphs of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the State may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State to enter into such litigation to protect the interest of the State.

**B.17. Hold Harmless Clause**

**B.17.1.** The contractor shall indemnify and save harmless the State, their respective officers, employees and agents from all claims, suits, or actions of every kind and character made upon or brought against the State, their respective officers, employees and agents, for or on account of any injuries or damages received or sustained by any party or parties by or from acts of said contractor or its servants, agents and subcontractors, in doing the work and rendered the services Contracted for, or by or consequence of any negligence in operations or any improper material or equipment used, or by or on account of any act or omission of said contractor or his or its servants, agents and subcontractors. This hold harmless and indemnity obligation shall include attorney's fees, court costs and all other expenses incurred in the investigation and defense of any claim or suit. When a state agency is named a defendant in any filed or threatened lawsuit, the defense of the state agency shall be coordinated by the Attorney General of Oklahoma.

**B.18. Amendments or Modification of Contract**

**B.18.1.** No changes, revisions, amendments or alterations in the manner, scope, or type of work or compensation to be paid by the State shall be effective unless reduced to writing and executed by the parties with the same formalities as are observed in the execution of this contract.

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

**B.19.1.** "Minor deficiency" or "minor informality" means an immaterial defect in a bid or variation in a bid from the exact requirements of a solicitation that may be corrected or waived without prejudice to other bidders. A minor deficiency or informality does not affect the price, quantity, quality, delivery or conformance to



specifications and is negligible in comparison to the total cost or scope of the acquisition.

- B.19.2.** The State Purchasing Director may waive minor deficiencies or informalities in a bid if the State Purchasing Director determines the deficiencies or informalities do not prejudice the rights of other bidders, or are not a cause for bid rejection.

**B.20. Confidential Information**

- B.20.1.** Contractor recognizes that DHS has and will have agency and client information that are confidential and need to be protected from improper disclosure. Contractor agrees that Contractor, any employees of Contractor, or any agents of Contractor will not at any time or in any manner, either directly or indirectly, use any information for Contractor's own benefit or divulge, disclose, or communicate in any manner any confidential information to any third party.

**B.21. Failure to Enforce**

- B.21.1.** Failure by the State of Oklahoma at any time to enforce the provisions of this contract shall not be construed as a waiver of any such provisions or of the state's right to do so in the future. Such failure to enforce shall not affect the validity of this contract or any part thereof or the State of Oklahoma's right to enforce any provisions at any time in accordance with its terms. Further, the state's selection of one remedy at law or in equity shall not be deemed an election of remedies and state shall maintain all rights and remedies provided herein.

**B.22. Drug-free Workplace**

- B.22.1.** Contractors that:
- receive a federal grant;
  - have a contract with a federal agency;
  - have a subcontract that includes a drug-free workplace requirement; or
  - are subject to any federal agency regulations such as, but not limited to, those of the Department of Health and Human Services, Department of Transportation, Department of Defense, or Nuclear Regulatory Commission; and
  - must certify compliance in providing or continuing to provide a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988.

**B.23. Environmental Protection**

- B.23.1.** If the payments pursuant to this contract are expected to exceed \$100,000, then Contractor must comply with Section 306 of the Clean Air Act (42 U.S.C. 1957(L), Section 508 of the Clean Water Act (33 U.S.C. 1638), Executive Order 11738, and Environmental Protection Agency (EPA) Regulations (40 C.F.R. Part 15) that prohibits the use under non-exempt federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities.

**B.24. Lobbying**

- B.24.1.** Contractor certifies compliance with the Anti-Lobbying law (31 U.S.C 1325) and implemented at 45 C.F.R. Part 93, for persons entering into a grant or cooperative contract over \$100,000 as defined at 45 C.F.R. 93 §§ 93.105 and 93.110.

**B.25. False Claims Act**

- B.25.1.** Contractor shall promptly notify DHS of any credible evidence that a principal, employee, agent, contractor, sub-grantee, Sub-Contractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct.

**B.26. DHS Logo Requirements**

- B.26.1.** During the term of the contract and any subsequent renewal period of the contract, the Contractor is authorized and shall include the DHS logo on its website and on all printed materials to indicate services are provided in coordination with DHS. A DHS logo may be obtained from DHS website at: <http://www.okdhs.org/library/news/mk/docs/logos.htm> or by navigating to the DHS website at [www.okdhs.org](http://www.okdhs.org), select Newsroom and select Logos. Size selection and placement of the logo on materials or website should be appropriate as determined by the Contractor. Records of the use of the DHS logo should be maintained by the Contractor and be made available for review at the discretion of DHS. Contractor is not authorized to modify the DHS logo or to use in any inappropriate fashion. DHS bears no costs associated with the contractor's placement or use of the DHS logo. Upon DHS request, termination of the contract or expiration of the contract, the Contractor will remove the DHS logo from its website and cease production of the DHS logo on printed materials. DHS solely reserves the right to determine enforceability of this clause.

## **C. SOLICITATION SPECIFICATIONS**

### **C.1 Objectives**

DHS is soliciting priced proposals from private entities to provide a residential treatment program to be classified and licensed as a 24 bed Institutional Care Facility for Individual with Intellectual Disabilities (ICF-IID). License will be in accordance to Oklahoma Department of Health requirements and will be either of two options: (1) 16 bed license and (1) 8 bed license or (3) 8 bed licenses. The provider would operate the Laura Dester Shelter to be designated for use for this purpose. The program would be a private contract to operate a public facility. DHS would retain ownership of and responsibility for the actual physical plant and the Supplier will be solely responsible for the operation of the facility/program and cost thereof. Other programs including emergency shelter care may also be provided on the premises in separate cottages with the expectation of certain common areas be used by all programs on the premises. The population will be children in the custody of the Department of Human Services Child Welfare and have both an Intellectual Disability and a mental health diagnosis leading to severe behavior problems. Furthermore admittance to the program will be based on referrals from specified Child Welfare staff, however if a child meets the IID and mental health requirements and is properly referred by Child Welfare they shall be provided treatment in this program by the Supplier. Supplier should describe expectations and time frames necessary for assessment and admittance. The treatment program should address the underlying issues of behavior and prepare the children for transition into lower levels of care such as Level D group homes, Therapeutic Foster Care, traditional level of foster care, or to move back with the biological parents or other relatives. The program should be designed to address the child's issues and successful discharge after 6-24 months of treatment, shorter stays are more desirable. All pricing proposals should separate to show the price of 1) treatment and 2) room/board with any other necessary breakdowns.

### **C.4 Mandatory Qualifications**

Mandatory Qualifications: Supplier must have three consecutive years of, in the sole discretion of DHS, successful operational experience in managing and operating a Title XIX ICF/MR or Nursing Facility and five years providing a full range of habilitation and health-related services to individuals with intellectual and developmental disabilities. Management and operational experience and service delivery to individuals with intellectual and developmental disabilities must have occurred in the past five years.

### **C.5 Scope of Work**

Supplier will provide a full range of habilitation and health-related services to qualified residents. In order to be qualified, residents must be able to participate in and benefit from active treatment. DHS will be the sole source of referrals for admission to the Facility. Supplier must accept and serve all referrals from DHS for care of persons who meet admissions criteria, up to the Facility's license capacity.

There are three categories of residents eligible to be served under this contract:

1. Individuals determined eligible for ICF/MR level services that have intensive medical and psychosocial needs that require highly structured, in-house, comprehensive medical, nursing and psychological treatment. These individuals must meet at least one of the following criteria:

A. exhibit extreme deficiencies in adaptive behavior in association with medical complications requiring the availability of skilled medical services on a continuous basis;

B. exhibit severe maladaptive behavior potentially injurious to self or others to the degree that intensive programming in a structured residential or closed setting is required; or

C. the nature and severity of their medical and psychosocial needs are such that placement in a less restrictive setting is inappropriate.

2. Individuals who have support needs that could be met in a less restrictive service environment, but for whom it is documented that all local and statewide avenues for alternative placement have been investigated and exhausted and plans for eventual community placement have been established. Admissions for this population are limited to six months.



**Administrative Requirements:**

Supplier must uphold the DHS and DDSD Mission Statements. Mission Statements may be found on the DHS Web Site and in DDS Policy OAC 340:100-1-3.1.

Supplier must allow full accessibility to the Facility by DHS, Oklahoma Health Care Authority, Department of Health and Department of Mental Health staff and any other federal, state and local regulatory agencies for monitoring and audit purposes. DHS's authorized representatives will have free access to all areas of the Facility and may observe and inspect operations at any time, with or without notice, as deemed necessary by DHS. Supplier will cooperate with all aforementioned Agencies by sharing all of the Facility's records, including, but not limited to, financial records, medical records, treatment plans and other relevant information upon request by DHS.

Supplier must advise DHS of all inspections and monitoring conducted by other federal, state and local regulatory agencies and the results of all such inspections communicated to Supplier in writing must be submitted to DHS within 30-days of receipt by Supplier. Supplier must notify and invite DHS with at least 24-hour notice to all exit conferences scheduled with other federal, state and local regulatory agencies. Supplier must agree to maintain facility and needed services to assure all licenses and ICF/MR certifications are maintained in accordance with all State and Federal regulations, policies and licensing and certification requirements.

Supplier must provide services through a managed-care system as defined by the Oklahoma Health Care Authority.

Supplier must conduct an evaluation of the overall effectiveness of the organization at least annually. The evaluation must be data and outcome based. The Supplier must also implement and maintain an ongoing quality improvement plan. The Supplier must submit the evaluation and quality improvement plan to DHS within 30-days prior to the end of each contract term. The evaluation tool to be used must be submitted to DHS for review and approval prior to use. DHS reserves the right to review and approve all plans and tools.

Supplier must reconcile documentation supporting actual costs incurred on a quarterly basis. The Supplier must submit all documents and data supporting actual costs (including payroll registers) on a monthly basis by the 25th day of the month following the month in which the expenses were incurred. Supplier will submit the Reconciliation Report within forty-five (45) days from the end of each quarter. In the event the reconciliation process indicates reimbursement to the Supplier has exceeded reimbursable costs according to the terms of the contract, subsequent payments will be reduced in an amount equal to the overpayment. A written explanation of the adjustment will be issued to the Supplier with an explanation as to the manner in which a request for reconsideration may be made. DHS and Supplier will proactively work to resolve issues and minimize disputes relating to the determination of reimbursable costs under this contract. The OMB Circular A-87, Cost Principles for State, Local and Indian Tribal Governments, will be used as a guideline for determining allowable expense when costs are not expressly stated in the Contract.

Supplier must submit, within 30-days after the end of each State fiscal year, a report of actual expenditures. The report must be sufficient to meet OHCA and Centers for Medicaid and Medicare reporting requirements.

**Operational Requirements:**

Supplier must maintain standards that meet or exceed all State of Oklahoma standards for public and/or private ICFs/MR.

Supplier must maintain and operate the Facility in compliance with federal regulations contained in 42 GFR 483.400 to 42 GFR 483.480 as amended, as they pertain to the Facility's participation in the Title XIX program of the Social Security Act.

Supplier is responsible for operating the Facility in a manner that will maximize all available sources of revenue, in accordance with federal and state rules, regulations, policies and guidelines, and for identifying all revenue

dollars by program (e.g., Medicaid, etc.) and amounts in the Facility's end of year Statement of Operations, as well as rendering monthly the Trust and Agency Revenue Analysis Report.

It is expressly understood that all Title XIX Medical Assistance Payments, reimbursable resident revenues and all other payments from parents and other responsible parties, including third parties, will be the sole property of DHS and excluded from all reimbursable costs under this contract and will be remitted to DHS upon receipt, by depositing daily in DHS's local bank clearing account. It is further understood that these funds will be segregated from the other funds of the Supplier and that any interest accruing thereon will be the sole property of DHS.

Supplier must comply with all DHS Child Welfare and DDS policies and procedures concerning service delivery and consumer rights. DHS policy is found at OAC 340, et. seq.

Supplier must provide all services in accordance with the residents' Individual Plans,

Supplier may not serve more individuals than allowed by the licensure capacity granted to DHS.

Supplier must use and refer individuals to the DHS's Office of Client Advocacy for issues addressing Facility residents' violation of rights, grievances and allegations of abuse or mistreatment referenced in OAC 340:2-3, et. seq. (Refer to DHS Website). Supplier must be in compliance with DHS Office of Client Advocacy policies and procedures found at OAC 340:2-3.

Supplier must operate and maintain the Facility buildings, grounds, furniture, fixtures, equipment and vehicles in functional operating condition and safe working order. DHS warrants that all furniture, fixtures and equipment are in functional operating condition and safe working order upon execution of the contract. Reimbursement may be deducted by DHS from the final contract payment to Supplier upon return of furniture, fixtures and equipment if furniture, fixtures and equipment are not in functional operating condition and repair: reasonable wear and tear being the exception.

DHS will retain title to all furniture, fixtures and equipment and will be responsible for the procurement of all additional furniture, fixtures and equipment. The Supplier assures that all furniture, fixtures and equipment listed in Schedule B, Equipment Inventory, will be maintained in functional operating condition, normal wear and tear excepted. Supplier must verify by inventory the furniture, fixtures and equipment of the Facility at the contract operational start date and acknowledge receipt thereof. Supplier will be authorized for a period of 30-days after operational start date of the contract to provide notice to DHS any exceptions regarding the operating condition of the furniture, fixtures and equipment. DHS will have an opportunity to object to such exception. DHS reserves the right to deduct an equitable amount (determined by DHS) from the final payment if the furniture, fixtures and equipment are not returned in functional condition or are deemed lost, stolen or missing.

Supplier may submit a prioritized capital request at the end of each contract term for consideration by DHS regarding requirements for replacement of the furniture, fixtures and equipment.

It is the present intention of DHS to retain ownership of the property, plant and equipment. DHS reserves the right to sell such property, plant and/or equipment, upon legislative approval, or modify the terms regarding property, plant and equipment, in future contract periods.

A complete listing of the Facility buildings and ground boundaries will be provided as an attachment to the final agreement. DHS will maintain the buildings, support systems and mechanical equipment located at the Facility. DHS will provide a Preventative Maintenance Program for the Facility to Supplier at the execution of the contract.

The tasks described below ensure all State buildings are in compliance with the Americans with Disabilities Accessibility Guideline (ADAAG), Maintenance Building Officials and code Administrators (BOCA) and National Fire Protection Association (NFPA) Life Safety Codes and regulations.

The following will be the maintenance responsibilities of DHS:

1. Maintenance of fencing and lagoons.

2. Maintenance, repair and/or replacement of faucets, toilets, AHU filters, mechanical system motors.
3. Maintain building structures, exterior walls, handicap ramps and area drainage for codes.
4. Paint exterior of buildings and maintain roofs.
5. Test systems in unoccupied buildings on a regular basis to ensure building operation integrity.
6. Availability of on-call personnel after normal working hours and weekends for mechanical system emergencies.
7. Flush all fire hydrants at Facility on a regular basis to ensure sufficient water pressure.
8. DHS will review and approve any tree removal, interior or exterior renovations/remodels requested by Supplier prior to initiation of work.
9. Maintain Facility manholes and storm drains to ensure proper covers are in place and free of obstruction.
10. Maintain utility tunnels at Facility.
11. DHS will retain and administer the elevator repair contract.

The following will be the maintenance responsibilities of Supplier

1. Calibration, service and repair of medical equipment, i.e., heat monitors, etc.
2. Janitorial services and moving projects.
3. Lawn and flowerbed maintenance in Facility areas.
4. Maintain sidewalks, streets and parking (including winter maintenance).
5. Monitor and maintain records of water analysis and other outside consultants.
6. Repair/replacement of wheelchairs and other specialty equipment.
7. Replacement of light bulbs and ballasts, interior doors and hardware.
8. Pesticide spraying.
9. Security as needed at Facility.
10. Pest control (bug and insect) contract services.
11. Patch, paint and repair interior walls and ceilings as needed.
12. Maintenance of floor covering.
13. Provision of vehicles for staff/personnel for Facility use.
14. Test all fire alarm systems and sprinkler systems routinely to maintain certification.
15. Maintain cable drops, telephone systems and other forms of communications systems as needed.

DHS will cooperate with Supplier to secure the best value in commodities for both the DHS and the Supplier. If favorable to DHS, the Supplier will be authorized and encouraged to pursue an agreement with any current State commodity vendor to secure the same price offered to the State. DHS will disclose to the Supplier current statewide commodity contract information awarded by the DCS.

The policy described above will also be applicable to medical supplies, including pharmaceuticals. DHS will consider options to procure pharmaceuticals for residents that maximize resources for both DHS and the Supplier. State contracts for pharmaceuticals will be disclosed to the Supplier for pursuit of a pricing agreement with the vendor, but DHS cannot demand the vendor offer the price to the Supplier.

Supplier must participate with DHS in the provision of vocational training opportunities for residents of the Facility.

Supplier must ensure all individuals receiving educational services from local school districts will continue to receive those services. Agreements with local school districts must be maintained as long as the Facility provides services to school-age consumers.

All contracts and subcontracts with service providers must be approved in writing by DHS. All service providers must be eligible to conduct business in the State of Oklahoma.

Supplier must be flexible in care delivery trends that arise during the course of the contract.

Supplier will be responsible for coordinating admissions to area hospitals when necessary.

### **Personnel Specifications:**

It will be the Supplier's prerogative to determine the number of Facility staff required and to organize staff in the manner that satisfies the delivery of quality services and continued licensure. Group health insurance, flexible benefits, group life insurance and disability insurance provided by the Supplier for all employees is compulsory.

Supplier must provide physician services for residents for general medical health services, including 24-hour on-call physician services, infirmary, isolation, infection control services and General Medical Clinic services, including minor emergency services, at the Facility.

Supplier's staff and all sub-contractors must meet all State of Oklahoma professional licensing requirements for their position and responsibilities. In any case where licensure, certification or registration is required of any employee in the performance of his or her duties under the Contract, payment of any required fees and the maintenance of such licensure, certification or registration in good standing will be the sole responsibility of the employee. The cost of licensure, certification or registration will neither be paid for nor reimbursed to the employee under the terms of the Contract. Failure to maintain required licensure, certification or registration may be grounds for discharge or other disciplinary action for inability to perform the duties of the position to which the employee is assigned.

Adjustments of the staffing composition in a manner that does not increase the overall cost of the contract will not require a contract amendment, but Supplier must provide DHS a signed and dated staffing plan change within 30-day of such a change. Any adjustment of staffing composition that includes a change to direct care or medical services staffing must be approved by DHS before being implemented. In any event, Supplier must perform all functions and services specified in the Contract and subsequent modifications, regardless of whether these functions are performed by Supplier employees, independent contractors, service vendors, resident workers or some other arrangement. Staffing vacancies will not, absent extraordinary circumstances, exceed 3% of the levels proposed and made part of the Contract. The Supplier's use of overtime or qualified temporary employees will be credited on an hourly basis in the calculation of the vacancy rate.

The staff, providing services to recipients with developmental disabilities, is required to undergo the minimum pre-employment screening required for Community Service Workers in accordance with OAC 340-100-3-39 and Oklahoma Statute Title 56, 1025.2. However, reimbursement for the credit histories of potential employees will not be made under this contract.

Supplier's personnel and all sub-contractors must maintain training requirements that meet and maintain or exceed all DHS training requirements in accordance with OAC 340:100-3-38. et. seq.

## **D. EVALUATION**

### **D.1 EVALUATION TEAM**

All proposals will be evaluated according to the procedures outlined in this Section. A Technical Evaluation Team And Technical Advisor composed of persons selected by the Director for DHS will conduct the evaluation of proposals received. The evaluation of these proposals will be based on the best value to the State of Oklahoma.

### **D.2 CONTRACT AWARD CRITERIA**

Contract awards will be made by DHS using the best value criteria. DHS reserves the right to reject all proposals not conforming with the Scope of Work and Solicitation Submission and Specific Response Requirements and reserves the right to negotiate with any and all Suppliers.

Upon receipt of all proposals, each proposal will be evaluated to determine which proposals meet all minimum requirements as set forth by DHS and Section E. Instructions to Supplier, Subsection E.2, Specific Response, Paragraph - Administrative Data. Those proposals that meet the minimum requisites, as determined by DHS, will enter the second phase of evaluation. Proposals that do not meet the minimum requisites, as determined by DHS, will be deemed not responsive and will receive no further consideration.

The second phase of the evaluation will be to select the proposal that provides DHS the best value for the project as set forth in Section E.2, Specific Response: Technical Response; Past Experience and Performance; Organizational Capacity and Resources; and Section F. Price and Cost.

Criteria for this phase are:  
Technical Response

Past Experience and Performance  
Organizational Capacity and Resources  
Price and Cost

## **E. INSTRUCTIONS TO SUPPLIER**

### **E.1 COST OF PREPARING RESPONSE**

All costs incurred by the supplier for response preparation, presentations and participation in the competitive procurement will be the sole responsibility of the supplier. The State will not reimburse any supplier for any such costs.

### **E.2 Solicitation Submission**

Original must be clearly marked "Original." Supplier must submit one original proposal and 1 copy.

### **E.3 Specific Response**

The Supplier must specifically address and respond to each item, stating whether the submission does or does not meet the stated requirements. The Supplier must state how each requirement is met and not simply respond with such terms as "agreed" or "complied with." The Supplier may refer to attached materials but may not substitute such material for explicit responses. Alternate proposals for any minimum requirement of this RFP must be clearly identified.

The submission will contain, at a minimum, the following detailed information:

### **TECHNICAL RESPONSE**

Supplier will provide a detailed plan for contract performance. Information must include, at a minimum, the methodology for achieving the objectives described in this solicitation and a detailed Work Plan describing how the tasks described in the Solicitation Specifications will be accomplished.

#### **Work Plan:**

Supplier must describe in detail the ability to meet each requirement set forth in Section C.4 Scope of Work. Furthermore, a response to each of the following items of specific information is required from all Suppliers:

#### **A. Administrative Requirements**

1. Supplier must provide a statement of philosophy of the organization as it pertains to serving and supporting individuals with disabilities, especially those located at the Facility. Also address specifically how this philosophy will be implemented in terms of management of the Facility.
2. Provide a detailed plan for the efficient and orderly transition of the Facility from the current management. The transition period will be for sixty (60) days from award execution date. Proposals for the financing of the 60-day transition period must be included as part of the overall plan.

#### **B. Operational Requirements**

1. Describe plans for providing food and related supplies. Include projected expenses.
2. Describe plans for providing ancillary services, including health, therapies and other services.
3. Describe plans and processes for how individuals will be supported to learn to enhance their own decision making. Discuss the dimensions of choice and how the organization will meet these dimensions as they pertain to the individuals as well as the role of the organization. Specify the role of the advocates, guardians, family and others who may assist individuals in these decisions and the manner in which their roles are acknowledged by staff.
4. Describe plans for supporting individuals to actively join and share in the life of the community in a broad array of social roles.
5. Describe how the Supplier will promote respect for individuals who reside at the Facility. Describe the plan for providing individual choice.

6. Describe how resident funds will be safeguarded, plans for residents' access to their funds and the philosophy for individuals choice in funds management.
7. Describe in detail procedures and processes for supporting and protecting the human and legal rights of people served at all times and in all places. Include procedures for ensuring individuals access to due process procedures for handling complains and concerns.
8. Describe in detail plans and philosophies for providing vocational and educational services to individuals residing at the Facility.
9. Describe in detail the process and plan for on-going quality improvement. Identify critical measures that define quality of life and how they will be measured. Identify and describe organizational systems and key leadership responsibility. Describe what standards, other than Federal and State requirements, will be used to determine quality of care.
10. Describe in detail the plan for organizing transportation services for residents. Identify measures to assure safe, reliable transportation. Provide policies on making community activities available to individuals.
11. Describe in detail the plan for assessment, admittance, and the time it will take for these procedures to be accomplished.

### **C. Personnel Specifications**

1. Supplier must provide a detailed staffing pattern by position and job description title and a general plan for providing adequate staff coverage and supports seven (7) days per week, twenty-four (24) hours per day every day of the contract period for individuals residing at the Facility.
2. Provide job descriptions for each job title at the Facility, including salary structures and projected raises over the life of the contract.
3. Provide a description of employee benefit packages, including group health insurance, flexible benefits, group life insurance, disability insurance, policies on annual, sick, education, administrative and other leave, compensatory and over-time payment plans, worker's compensation insurance, retirement plans, and any other benefits offered to employees. An employee health insurance plan for all employees is compulsory.
4. Provide a description of the employee performance evaluation system; including evaluations, recognition and disciplinary systems.
5. Describe the Supplier's human resource management philosophy and processes, to include the methods to attract, train, retain, and motivate a *staff* of skilled employees, patterns of supervision, decision making, career development, team building and use of external resources.

### **PAST EXPERIENCE AND PERFORMANCE**

Past experience pertains to the types and amounts of work experience previously performed by a Supplier. Past performance relates to the quality of the past experience. The proposal must contain sufficient documentary evidence of three consecutive years of successful operational experience in managing and operating a Title XIX ICF/MR or Nursing Facility and five years providing an array of services to individuals with mental retardation and developmental disabilities. Adequate documentation will show experience in providing clinical services and programmatic services for people with mental retardation and developmental disabilities with financial results in the health care field. Suppliers will submit a description of their last three contracts that were similar to this project in scope and size. Supplier must provide three (3) references that demonstrate its experience in providing these services for same or similar projects. The reference must include the name, phone and email address of a person who may be contacted regarding the project.

Supplier must provide evidence of financial stability, including the previous two years' independent audit reports and financial disclosure statements. In addition, the Supplier must provide a profit/loss statement for each of the past two years. The Supplier must describe any parent company, if one exists, and whether or not the parent company's financial assets and managerial resources will be pledged to ensure successful operation of the Facility.

### **ORGANIZATIONAL CAPACITY AND RESOURCES**

Proposed personnel must include staff with demonstrated experience in planning, developing and implementing similar projects and a proven track record in business operations and financial management of a mid to large sized facilities or agencies. Supplier's personnel and organizational structure will be critical to



demonstrating their experience. A description of the persons responsible for the administration and provision of these services must be provided, accompanied by a resume supporting their experience in the areas detailed above.

The Supplier must identify all individuals who will compose the Facility's management team, i.e., administrator, fiscal officer, personnel officer, program director, etc., who will be employed at the Facility and provide resume's and/or curricula vitae related to their specific qualifications. DHS reserves the right to request that the Supplier replace any employee at the Facility, without cause, employed by the Supplier. However, the Supplier will make the final decision regarding replacing any and all employees of the Supplier. The Supplier must notify DHS two weeks prior to replacing any key Facility staff. Supplier must provide a resume and curricula vitae of all executive officers and support staff responsible for the administration of the contract and terms and conditions contained therein.

Supplier must provide detailed information regarding litigation in which it has been involved during the past five years.

The Supplier must provide a statement disclosing if it is currently bidding on any project similar to this one in order for DHS to determine if a potential conflict could develop during the contract period.

Selected Supplier must provide the following documents prior to execution of the Final Award of Contract:

1. An irrevocable letter of credit (ILC), defined as a written commitment by a federally insure financial institution, in the amount of One Million dollars (\$1,000,000.00) for operation and maintenance of the Laura Dester Children Center (name likely to change), Tulsa, Oklahoma. The ILC will assure payment until the expiration date of the ILC, upon presentation by the State of a written demand therefore. Neither the financial institution nor the Supplier may revoke or condition the ILC. Only Federally insured financial institutions rated investment grade or higher may issue or confirm the ILC. If the Supplier does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before an ILC's scheduled expiration, the State has the right to immediately draw on the ILC.
2. A fidelity bond in the amount of One Million dollars (\$1,000,000.00) will be secured by the Supplier the first year and each renewal year of the contract to assure against financial loss by reason of the act or default of the Supplier. The bond for the renewal years must be secured prior to the effective date of the renewal. Corporate sureties offered for bonds must appear on the list contained in the Department of the Treasury Circular 570, "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies). The cost of the bond is a non-reimbursable expense and will be borne by Supplier.

Supplier must provide a listing of all proposed sub-contractors and evidence of sub-contractors' compliance with Oklahoma business licensing requirements.

A mandatory site visit to the Facility will be conducted. DHS will have discussion at the meeting regarding possible 'value added' services and will provide any associated documentation. Proposals received from Suppliers that did not attend the site visit will not be considered for award.

In addition, DHS personnel may conduct on-site visits to projects currently operated by supplier to assess supplier's operation for compliance with their own policies and procedures and Title XIX requirements. Suppliers must agree to provide DHS reasonable access to relevant portions of their work sites.

Licensure regulation allows for two options:

- One 16-bed license and one 8-bed license
- Three 8-bed licenses

Supplier should consider one or either option in their response as appropriate to their plan and proposal.

PLEASE NOTE: THE PRE-BID CONFERENCE/SITE-VISIT WILL BE HELD ON APRIL 19, 2018 @ 11:00am  
LAURA DESTER CHILDREN CENTER

7318 E. Pine St. Tulsa, OK 74115  
Phone (918) 728-6700

## F. OTHER

Oklahoma Government Web Sites:

DHS Web Site: <http://www.okdhs.org/>

OSDH Web Site: <http://www.ok.gov/health/>

OHCA Web Site: <http://www.okhca.org/>

Schedule of Schedules:

Value Added criteria

Any additional documentation and information will be added after the mandatory pre-bid conference.

## G. PRICE AND COST

The reimbursement methodology must be described and must include the following information:

Facility Budget

Yearly personnel and staffing costs

Operating Expenses

Contract reimbursement type, i.e.: Cost Reimbursement + Management fee, Capitated Rate, etc.

(Cost reimbursement contracts must comply with OMB Circular A-87 - Cost Principles for State, Local and Indian Tribal Governments when seeking reimbursement for actual costs).