



1. Solicitation #: 8070000459

2. Solicitation Issue Date: 10/13/2011

3. Brief Description of Requirement:

The Oklahoma Health Care Authority is issuing a RFP to procure Provider Newsletter Services.

4. Response Due Date<sup>1</sup>: November 10, 2011

Time: 3:00

CST/CDT

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

Agency Name: Oklahoma Health Care Authority

- U.S. Postal Delivery: 2401 N.W. 23rd Street, Suite 1-A, Oklahoma City, OK 73107
- Carrier Delivery: 2401 N.W. 23rd Street, Suite 1-A, Oklahoma City, OK 73107

6. Solicitation Type (check one below):

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

7. Shipping Location: 2401 N.W. 23rd Street, Suite 1-A, Oklahoma City, OK 73107

8. Contracting Officer:

Name: Kimberely Helton

Phone: 405-522-7465

Email: Kimberely.Helton@okhca.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



"Certification for Competitive Bid and Contract" (see page 3) **MUST** be submitted along with the response to the Solicitation.

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

2. Bidder General Information:

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

3. Bidder Contact Information:

Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Contact Title: \_\_\_\_\_  
Phone #: \_\_\_\_\_ FAX#: \_\_\_\_\_  
Email: \_\_\_\_\_ Website: \_\_\_\_\_

4. Oklahoma Sales Tax Permit<sup>1</sup>:

- YES – Permit #: \_\_\_\_\_
- NO – Exempt pursuant to Oklahoma Laws or Rules

5. Registration with the Oklahoma Secretary of State:

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

6. Workers' Compensation Insurance Coverage:

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

- YES – include a certificate of insurance with the bid
- NO - attach a signed statement that provides specific details supporting the exemption you are claiming from the Workers' Compensation Act (Note: Pursuant to Attorney General Opinion #07-8, the exemption from 85 O.S. 2001, § 2.6 applies only to employers who are natural persons, such as sole proprietors, and does not apply to employers who are entities created by law, including but not limited to corporations, partnerships and limited liability companies.)<sup>2</sup>

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

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

<sup>1</sup> For frequently asked questions concerning Oklahoma Sales Tax Permit, see <http://www.tax.ok.gov/faq/faqbussales.html>  
<sup>2</sup> For frequently asked questions concerning workers' compensation insurance, see [http://www.ok.gov/oid/Consumers/Workers' Compensation Information.html](http://www.ok.gov/oid/Consumers/Workers'_Compensation_Information.html)



A certification shall be included with any competitive bid and/or contract submitted to the State for goods or services.

Solicitation or Purchase Order #: \_\_\_\_\_
Supplier Legal Name: \_\_\_\_\_

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

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

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



**State of Oklahoma  
Oklahoma Health Care Authority**

**Professional Services Contract  
Certification**

Solicitation or Purchase Order #: 8070000459

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

A. In accordance with 74 O.S. § 85.42, the supplier named herein 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.

B. In accordance with 74 O.S. § 85.41, if this contract is for professional services as defined by 74 O.S. § 85.2, and the final product is a written proposal, report, or study, the supplier named herein further certifies that (s)he has not previously provided the state agency or any other state agency with a final product that is a substantial duplication of the final product of the proposed contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

**PROVIDER NEWSLETTER  
REQUEST FOR PROPOSALS  
SOLICITATION #8070000459**

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## A. SOLICITATION SPECIFICATIONS

### A.1. PROGRAM OVERVIEW

- A.1.1.** The Oklahoma Health Care Authority (OHCA) is the state agency that administers the Oklahoma Medicaid Program, known as SoonerCare. SoonerCare is a federal and state program that provides funding for medical benefits to individuals who have inadequate or no health insurance coverage. Medicaid guarantees coverage for basic health and long-term care services based upon income and/or resources. Created as Title XIX of the Social Security Act in 1965, Medicaid is administered at the federal level by the Centers for Medicare and Medicaid Services (CMS) within the Department of Health and Human Services (HHS).
- A.1.2.** The OHCA is issuing this Request for Proposal (RFP) for the provision of quarterly electronic SoonerCare Provider Newsletter services; in addition, a hard copy of the document shall be printed in a quantity of up to 500 pieces.
- A.1.3.** The SoonerCare Provider Newsletter content will include clinical/technical information for physicians, nurse practitioners, and other primary care providers to assist them in helping OHCA meet its goals for the Oklahoma's SoonerCare population. Articles will highlight timely medical information (e.g., survey results, psychiatric reviews, QARI reviews, focused study results, etc.) and topics related to disease-oriented information pertinent to Oklahoma's SoonerCare population, as well as other information to assist providers, such as pharmacological updates. The newsletter will also provide operational information that is relevant to the administration of the SoonerCare program, and content relevant to office staff members who file claims and deal with other SoonerCare business issues.
- A.1.4.** The schedule of activities for this bid process is listed below. All dates are estimated and are subject to change.

<b>Bid Released to Vendors</b>	<b>October 13, 2011</b>
<b>RFP Library Available</b>	<b>October 13, 2011</b>
<b>Last Date to Submit Questions</b>	<b>October 21, 2011</b>
<b>Answers to Questions Posted on Website</b>	<b>October 28, 2011</b>
<b>Bids Due to OHCA</b>	<b>November 10, 2011 at 3:00PM CST</b>
<b>Contact Award</b>	<b>November 23, 2011</b>
<b>Implementation</b>	<b>December 2011</b>
<b>Operations Start Date</b>	<b>January 2012</b>

### A.2. SCOPE OF WORK

- A.2.1.** Collaborate with OHCA to develop a newsletter available in electronic and print format, and meet the requirements below:
- A.2.1.1.** The electronic newsletter shall be interactive, and may contain links to OHCA approved websites, videos, and/or enhanced graphics. The newsletter shall be able to be loaded on the OHCA website; and
- A.2.1.2.** The print publication shall be a four (4)-color newsletter, up to 8.5 x 11" size paper, on a stock comparable to 100 lb. Productolith gloss book, twelve (12) pages in length, in a quantity up to 500 printed pieces. OHCA may occasionally request additional pages to the newsletter. In the event that this occurs, the Contractor agrees to collaborate with the OHCA for development and publication of those additional pages.
- A.2.2.** Comply with 74 Okla. Stat. 2001 §3105(C), Publication Cost Statement. Each newsletter must include the following information:
- A.2.2.1.** 'This publication printed by (name of printing firm) is issued by Oklahoma Health Care Authority as authorized by \_\_\_\_\_ (name of person authorizing). \_\_\_\_\_ (Number of) copies have been prepared and distributed at a cost of \$\_\_\_\_\_. Copies have been deposited with the Publications Clearinghouse of the Oklahoma Department of Libraries.' [74 Okla. Stat. 2001 §3105(B)]'



- B.1.7.** Page Limitations: Proposals shall have a maximum of 35 pages; this page limit includes all technical response text, cost proposal (Attachment A), and appendices, sample forms, brochures, etc. Any pages submitted in excess of the limit will not be read, evaluated, or considered in scoring the RFP. The following items, as applicable to the RFP, are not included in the page limitations:
- B.1.7.1.** Transmittal letter;
  - B.1.7.2.** Table of contents;
  - B.1.7.3.** Separating tabs/section dividers;
  - B.1.7.4.** Certification for Competitive Bid and/Contract;
  - B.1.7.5.** Professional Certification;
  - B.1.7.6.** Responding Bidder Information Page;
  - B.1.7.7.** Signed amendment documents;
  - B.1.7.8.** Job descriptions; and/or,
  - B.1.7.9.** Organization charts.
- B.1.8.** Illustrations and Photographs: Illustrations and photographs may be included only if they are used to illustrate some feature of the proposal such as a room or building to be used to provide services, the cover of a proposed brochure or system screen prints, etc. Any illustrations or photographs must be referenced in the text of the Technical Proposal. The Bidder's company logo is also acceptable on the cover and technical response pages.
- B.1.9.** Covers and binding: Proposals shall be placed in a loose-leaf binder or other binder cover. Covers shall specify the Bidder's name, date of submission, and the proposal name. Do not place illustrations or photographs on the cover or anywhere else except as specified above.
- B.1.10.** Cost Proposal: The Cost Proposal must be submitted separately on Attachment A. Any mention of project costs in the Technical Proposal response may render the proposal nonresponsive.
- B.1.11.** Proprietary Information: If Bidder considers some information in its bid to be proprietary or confidential, Bidder shall submit an additional copy of its bid on CD with all confidential and proprietary items redacted. See Section E.6.

## **B.2. QUESTIONS AND ANSWERS**

- B.2.1.** All questions and requests for clarification or changes relative to the RFP process or regarding the meaning or interpretation of any RFP provision should be submitted to the email address specified on the first page of this solicitation. Questions will not be accepted by mail, fax or telephone.
- B.2.2.** Bidders must submit questions no later than 3:00 PM Central Time on November 10, 2011.
- B.2.3.** Answers to the questions shall be posted as amendments to the RFP on the OHCA web site (<http://www.okhca.org>). Access the amendment documents by clicking "About Us" at the top of the page and then on "Procurement" in the column on the left side of the page.

## **B.3. CHANGES IN CONTRACT PROVISIONS OR SPECIFICATIONS**

- B.3.1.** If an amendment is issued, then the Bidder shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the 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, 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 amendment(s) may be grounds for rejection;
- B.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.
- B.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 acquire any amendment documents required to complete a solicitation.
- B.3.4.** Bidders are advised that they cannot change provisions or specifications of this Contract by indicating a change in their Proposal because this RFP is a higher order document in the Contract than the Proposal (See E.13 Legal Contract). Bidders may request changes of RFP provisions during the question and answer process described below. If OHCA accepts the change, the change will be posted on the OHCA website as an amendment to the RFP.

**B.3.5.** 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. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER, SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

**B.3.6.** Clarification pertaining to the contents of this solicitation shall be directed in writing via e-mail to the Contracting Officer specified in the solicitation.

**B.4. PROPOSAL FORMAT AND ORGANIZATION**

**B.4.1. Chapter 1 – Bidder’s Summary and Experience**

**B.4.1.1.** Executive Summary - Provide a general overview of the solicitation that includes the general approach to the RFP, important features of the technical solicitation, Bidder qualifications and past performance and project management. Provide a description of the Bidder’s current knowledge of the Oklahoma Medicaid Program. The Executive Summary is limited to one (1) full page.

**B.4.1.2.** Technical Response - Describe plans for developing and producing an interactive, electronic newsletter, and a full color print newsletter targeting Oklahoma’s Medicaid providers. Discuss staff available to work on this project including Medicaid experience, knowledge of AP style, technical writing abilities, graphic arts, layout and design, etc. Explain how you will effectively work with the staff of OHCA to develop content and meet deadlines. Provide samples of previous work in this area.

**B.4.1.3.** Corporate Stability - Provide ownership and type of organization (public/private company, partnership, subsidiary, etc.). Provide the date established. Explain how Bidder’s corporate stability and resources will enable it to implement and manage a project of this size and scope. Address financial solvency and credit rating for the past two years. State if the Bidder was ever terminated from a contract and the reason for termination. Disclose any judgments, pending or expected litigation, or other real or potential financial reversals which might materially affect the viability or stability of Bidder during the contract period. Describe if Bidder had contract action taken against it on any professional service contract in the past 5 years? This includes any opportunity to correct a breach or performance issue, implementation of corrective action plans, invoking of contract penalties, allegations of breach, or any other contract action. Discuss the issues surrounding this contract action, whether it has been concluded and if so, what the resolution was. If the action is not yet concluded, discuss the current status.

**B.4.1.4. Bidder’s Past Performance**

**B.4.1.4.1.** Discuss three similar projects that Bidder has managed. For each referenced project, provide a discussion of the work performed, the annual value of the contract, the term of the contract, and how it relates to the project detailed in this RFP.

**B.4.1.4.2.** Specify whether there was any type of protest, and if so the result of the protest.

**B.4.1.4.3.** If Bidder plans to utilize partners or sub-Bidders in accomplishing the work under this RFP, discuss the relevant experience of partners or subcontractors.

**B.4.1.4.4.** References - Submit three (3) professional references on the letterhead of the company. The reference shall include the name, address, telephone and fax number of a person that OHCA may contact for additional information about the Bidder.

**B.4.1.4.5.** Appendices - Submit any additional information, such as a sample newsletter, as an appendix and reference each appendix in the Technical Response. Submit appendices only when necessary to illustrate compliance with requirements in the scope of work. Do not submit attachments related to the organization, similar projects, or references. Do not submit marketing material for the Proposer.

**B.4.2. Chapter 2 - Contractor's Cost Proposal – Attachment A**

- B.4.2.1.** Submit a firm, fixed price inclusive of all costs required to provide the electronic newsletter services detailed above.
- B.4.2.2.** Submit a firm, fixed price inclusive of all costs required to provide the print newsletter services detailed above.
- B.4.2.3.** Bids shall remain firm for a minimum of 60 days from the solicitation closing date.
- B.4.2.4.** Bidders guarantee unit prices to be correct;
- B.4.2.5.** In accordance with 74 Okla. Stat. §85.40 ALL travel expenses to be incurred by the Bidder in performance of the Contract shall be included in the total bid price/contract amount.

**C. CHECKLIST**

The following checklist is included to assist Bidders with ensuring all required documents are included in their RFP Response package:

- Submission one (1) original hard copy, three (3) additional paper copies, and one (1) electronic copy on CD of their RFP response. All copies shall address each section of the solicitation separately and be labeled according to the numbering below. The electronic copy of CD shall be one file in either Microsoft Word or Adobe PDF (portable document format). If applicable, a copy of the bid on CD with all confidential and proprietary items redacted.

RFP Response Package includes the following:

- Certification for Competitive Bid and/Contract (Non Collusion Certification) {DCS Form CP 004SA}
- Professional Services Contract Certification {DCS Form CP 021SA}
- Responding Bidder Information Page is completed
- Copy of Bidding Agencies' Worker's Compensation Certification is included or has provided exemption
- Proposal Response organized as shown in E.3. including Cost Proposal Attachment A
- If Amendments have been posted, a signed copy of the Amendment of Solicitation form for each Amendment
- Bidder must be registered with the Department of Central Services – Central Purchasing Division prior to award.
- Bidder is registered with the Oklahoma Secretary of State or has provided exemption, as applicable.

**D. EVALUATION**

**D.1. RFP EVALUATION**

- D.1.1.** The State of Oklahoma will conduct a comprehensive, fair, and impartial evaluation of proposal based on the "best value" criteria defined in the Oklahoma Central Purchasing Act, 74, O.S. §85, et seq.
- D.1.2.** Proposals shall be evaluated based on the following items listed in accordance of their importance:
  - D.1.2.1.** Technical Response
  - D.1.2.2.** Bidder's Past Performance
  - D.1.2.3.** Cost Proposal
  - D.1.2.4.** Corporate Stability
  - D.1.2.5.** Executive Summary

## **E. RFP GENERAL TERMS AND CONDITIONS**

### **E.1 AMENDMENTS OR MODIFICATIONS**

- E.1.1** This Contract contains all of the agreements of the parties and no verbal representations from either party that contradict the terms of this Contract are binding. Any modifications to this Contract must be in writing and signed by both parties.
- E.1.2** Legislative, regulatory and programmatic changes may require changes in the terms and conditions of the Contract. Modifications of terms and conditions of this Contract shall be authorized in such cases upon approval by OHCA, and the Contractor. At all times, all parties shall adhere to the overall intent of the Contract.

### **E.2 ASSIGNMENT/SUBCONTRACTORS**

Contractor shall not assign or transfer any rights or obligations under this Contract without prior written consent of OHCA. The Contractor may use subcontractors if written consent of the OHCA is obtained prior to the effective date of any subcontract. The Contractor shall be responsible for the subcontractor's performance and shall be wholly responsible for meeting all the terms of the Contract. No subcontract or delegation shall relieve or discharge the Contractor for any obligation or liability under the Contract. Any subcontractor shall be subject to the same conditions as the Contractor, including contract modifications subsequent to award.

### **E.3 AWARD OF CONTRACT**

- E.3.1** The procuring agency may award the Contractor 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 procuring agency to be in the best interest of the State of Oklahoma.
- E.3.2** Contract awards will be made to the lowest and best Bidder(s) unless the solicitation specifies that best value criteria is being used.
- E.3.3** In order to receive payments from the State of Oklahoma, Bidder(s) who are not registered on the State of Oklahoma Vendor Registration list must complete the "Vendor/Payee Form" ([www.ok.gov/OSF/documents/osfvend.pdf](http://www.ok.gov/OSF/documents/osfvend.pdf)). Non-U.S. Bidders who are not registered on the State of Oklahoma Vendor Registration List must complete a W-8BEN ([www.irs.gov/pub/irs-pdf/w8ben.pdf](http://www.irs.gov/pub/irs-pdf/w8ben.pdf)). Failure to do so may delay contract award.
- E.3.4** Effective January 1, 2011, all competitively bid acquisitions issued by agencies under the authority of Title 74 will require registration prior to award. Vendors will NOT be required to register to submit a response to a solicitation but if a vendor is the highest scoring candidate and desires to conduct business with the state, they will be required to register prior to being awarded a contract. Bidders may obtain additional information on the registration process by visiting the Department of Central Services – Central Purchasing website at the following address ([http://www.ok.gov/DCS/Central\\_Purchasing/Vendor\\_Registration/index.html](http://www.ok.gov/DCS/Central_Purchasing/Vendor_Registration/index.html)). There is an annual fee of \$25 (per product family) to register with the State for which Bidders will be automatically notified of bidding opportunities for the commodities for which they register.

### **E.4 AUDIT AND INSPECTION**

- E.4.1** 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.
- E.4.2** The successful Bidder(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.
- E.4.2** The Contractor shall keep records as are necessary to disclose fully the extent of service provided under this Contract, and shall furnish records and information regarding upon request to the General Accounting Office (GAO) and the U.S. Secretary of the Department of Health and Human Services (hereinafter referred to as Secretary) for seven years from the ending date of this Contract, which includes all renewal options. The Contractor shall not destroy or dispose of records, which are under

audit, review or investigation when the seven-year limitation is met. The Contractor shall maintain such records until informed in writing by the auditing, reviewing or investigation agency that the audit, review or investigation is complete.

- E.4.3** Authorized representatives of GAO and the Secretary shall have the right to make physical inspection of the Contractor and to examine records relating to financial statements or claims submitted by the Contractor under this Contract and to audit the Contractor's financial records.

**E.5 BID OPENING**

Sealed bids shall be opened by the Oklahoma Health Care Authority located at 2401 N.W. 23<sup>rd</sup> Street, Oklahoma City, OK 73107-2423 at the time and date specified in the solicitation as the Response Due Date and Time.

**E.6 BIDS SUBJECT TO PUBLIC DISCLOSURE**

Unless otherwise specified in the Oklahoma Open Records Act, Central Purchasing Act, or other applicable law, documents and information a Bidder submits as part of or in connection with a bid are public records and subject to disclosure. 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 any applicable law supporting their claim of confidentiality. The Chief Administrative Officer of the requesting agency shall make the final decision as to whether the documentation or information is confidential.

**E.7 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

By submitting a response to this solicitation:

- E.7.1** The prospective primary Bidder and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:

**E.7.1.1** are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State, or local department or agency;

**E.7.1.2** have not within a three year period preceding this proposal been convicted of 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;

**E.7.1.3** 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 E.4.1.2 of this certification; and

**E.7.1.4** 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.

- E.7.2** Where the prospective primary Bidder is unable to certify to any of the statements in this certification, such prospective Bidder shall attach an explanation to its solicitation response.

**E.8 CONTRACT INFORMATION**

**E.8.1** Contract Term - The Contract shall begin on the date of award and terminate on June 30, 2012. There shall be an option to renew for four additional one-year periods, beginning July 1, 2012 to June 30, 2013. A purchase order will be issued for the first fiscal year and change orders to the original purchase order will be issued to the Contractor at the beginning of each following fiscal year. The option to renew shall be at the sole discretion of the OHCA based on its needs and funding availability.

**E.8.2** Contractor Relationship – In accordance with OMB (Office of Management and Budget) Circular A-133 the relationship between the OHCA and the Contractor for the Contract resulting from this RFP is that of a vendor.

**E.9 CONFIDENTIALITY**

**E.9.1** Contractor agrees that SoonerCare member information is confidential pursuant to 42 USC § 1396a(7), 42 CFR § 431:300-306, and 63 O.S. § 5018. Contractor shall not release the information governed by these requirements to any entity or person without proper authorization or OHCA's permission.

**E.9.2** Contractor shall have written policies and procedures governing the use and removal of patient records from Contractor's facility. The patient's written consent shall be required for release of information not authorized by law, which consent shall not be required for state and federal personnel working with records of members.

- E.9.3** Contractor agrees that SoonerCare member and provider information cannot be re-marketed, summarized, distributed, or sold to any other organization without the express written approval of OHCA.
- E.9.4** Contractor agrees to comply with the Federal Privacy Regulations and the Federal Security Regulations as contained in 45 C.F.R. Parts 160 through 164 that are applicable to such party as mandated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and 42 U.S.C. §§1320d -1320d-8.
- E.9.5** Contractor must report a known breach of confidentiality, privacy, or security, as defined under HIPAA, to the OHCA Privacy and Confidentiality Officer within 48 hours of knowledge of an unauthorized act. Failure to perform may constitute immediate termination of Contract.
- E.9.6** Contractor agrees to report potential known violations of 21 O.S. §1953 to the OHCA Legal Division within 48 hours of knowledge of an unauthorized act. In general, this criminal statute makes it a crime to willfully and without authorization gain access to, alter, modify, disrupt, or threaten a computer system.
- E.9.7** Contractor shall, following the discovery of a breach of unsecured PHI as defined in the HITECH (The Health Information Technology for Economic and Clinical Health Act) or accompanying regulations, notify the OHCA of such breach pursuant to the terms of 45 CFR §164.410 and cooperate in the OHCA's breach analysis procedures, including risk assessment, if requested. A breach shall be treated as discovered by Contractor as of the first day on which such breach is known to Contractor or, by exercising reasonable diligence, would have been known to Contractor.
- E.9.8** Contractor shall report to the OHCA any use or disclosure of PHI which is not in compliance with the terms of this Contract of which it becomes aware. Contractor shall report to OHCA any Security Incident of which it becomes aware. For purposes of this Contract, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. In addition, Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI by Contractor in violation of the requirements of this Contract.

**E.10 CONFLICT OF INTEREST**

Contractor certifies and agrees that it presently has no interest and shall not acquire any interest, either direct or indirect, which would conflict in any manner or degree with the performance of a Contract resulting from this RFP.

**E.11 CONTRACT ADMINISTRATION AND MANAGEMENT**

- E.11.1.** OHCA shall designate a Program Manager (PM) to coordinate activities, resolve questions, document and monitor the selected Contractor's performance, and be the Contractor's primary liaison in working with other OHCA staff. The PM will initially receive and review all progress reports and deliverables, oversee scheduling of meetings with State staff, and maintain first-line administrative responsibility for the Contract. The PM shall monitor, document and evaluate the work performance of the Contractor, accept deliverables, and authorize the payment for services rendered.
- E.11.2.** The Contractor shall designate a Project Director (PD) who shall have day to day responsibility for supervising the performance and obligations under this RFP. The selected PD will work closely with and will receive policy direction from the OHCA PM. Contractor shall not change the designation of its PD without OHCA's prior written approval, which approval shall not be unreasonably delayed or withheld.

**E.12 DELIVERY, INSPECTION, AND ACCEPTANCE**

- E.12.1** Bidder(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 or services shall not be made unless expressly authorized in writing by the procuring agency.

**E.13 DISPUTES**

The parties shall use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with the resulting Contract. When a dispute arises between OHCA and the Contractor, both parties will attempt to resolve the dispute pursuant to Oklahoma Central Purchasing Act, 74 Okla. Stat § 85, et seq.

**E.14 EMPLOYMENT RELATIONSHIP**

This 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 Bidder'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 right or benefits accruing to State of Oklahoma employees.

**E.15 EQUIPMENT**

Equipment is defined by the State of Oklahoma as a tangible nonexpendable item having a useful life of more than one year and a total acquisition cost of \$500.00 or more per unit. All equipment purchased by the Contractor for which the Contractor receives payment from the OHCA shall belong to the OHCA. This equipment shall be inventoried and tagged in accordance with OHCA asset policies and procedures. Upon completion of this contract all equipment shall be returned to the OHCA.

**E.16 INFORMATION TECHNOLOGY ACCESS CLAUSE**

**E.16.1** Electronic and information technology procurements, agreements, and contracts shall comply with applicable Oklahoma Information Technology Accessibility Standards issued by the Oklahoma Office of State Finance in accordance with 74 Okla. Stat., §85.7d and OAC 580:15-6-22. All web-based information developed as a deliverable under this contract shall comply with Section 4.3 of the Oklahoma Technology Accessibility Standards (Web-Based Information and Applications). EIT Standards may be found at [http://www.ok.gov/DCS/Central\\_Purchasing/VPAT\\_&\\_Accessibility.html](http://www.ok.gov/DCS/Central_Purchasing/VPAT_&_Accessibility.html).

**E.16.2** Upon request, the Contractor shall provide a description of conformance with the applicable Oklahoma Information Technology Accessibility Standards for the proposed product, system or application development/customization by means of either a Voluntary Product Accessibility Template (VPAT) or other comparable document. Any exceptions to Section 4.3 of the Oklahoma Information Technology Accessibility Standards shall be documented and approved by the OHCA. Additional information regarding the Oklahoma Information Technology Accessibility Standards may be found on the Office of State Finance website at <http://www.ok.gov/OSF/index.html> by clicking on *Information Services* tab followed by *Publications and Standards* tab and then selecting the *Information Technology Accessibility Standards* link.

**E.16.3** The Contractor shall indemnify and hold harmless the State of Oklahoma and any Oklahoma Government entity purchasing the product, system or application developed and/or customized by the contractor from any claim arising out of the contractor's failure to comply with applicable Oklahoma Information Technology Accessibility Standards subsequent to providing certification of compliance to such Standards.

**E.17 INSURANCE**

The successful Bidder(s) awarded the Contract shall obtain and retain insurance, including worker's 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 Bidder 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.

**E.18 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.

**E.19 LAWS APPLICABLE**

**E.20.1** The parties to this Contract acknowledge and expect that changes may occur over the term of this Contract regarding the multiple federal and state statutes, regulations and guidelines that govern this Contract. The parties shall be mutually bound by such changes.

**E.20.2** The Contractor shall comply and certifies compliance with the following:

**E.20.2.1** the Age Discrimination in Employment Act, 29 USC §621 et seq.;

**E.20.2.2** the Rehabilitation Act, 29 USC §701 et seq.;

**E.20.2.3** the Drug-Free Workplace Act, 41 USC §701 et seq.;

**E.20.2.4** Title XIX of the Social Security Act (Medicaid), 42 USC §1396 et seq.;

**E.20.2.5** the Civil Rights Act, 42 USC §§2000d et seq. and §§2000e et seq.;

**E.20.2.6** the Age Discrimination in Federally Assisted Programs, 42 USC §6101 et seq.;

**E.20.2.7** Equal Opportunity for Individuals with Disabilities 42 USC §12101 et seq.;

**E.20.2.8** the Oklahoma Worker's Compensation Act, 85 O.S. §et seq.;

**E.20.2.9** the Fair Labor Standards Act, 29 USC §201 et seq.;

**E.20.2.10** the Equal Pay Act, Public Law 88-38, 77 Stat. 56;

**E.20.2.11** the Vietnam Era Veterans Re-adjustment Act of 1974, 38 USC §4212;

**E.20.2.12** 31 USC §1352 and 45 CFR §93.100 et seq., which (1) prohibit use of federal funds

paid under this Contract to lobby Congress or any federal official to enhance or protect the monies paid under this Contract and (2) require disclosures to be made if other monies are used for such lobbying;

- E.20.2.13** Presidential Executive Orders 11141, 11246 and 11375, which together require certain federal contractors and subcontractors to institute affirmative action plans to ensure absence of discrimination for employment because of race, color, religion, sex, or national origin;
- E.20.2.14** 45 CFR §§76.105 and 76.110 concerning debarment, suspension and other responsibility matters;
- E.20.2.15** 74 O.S. §85.44(B) and (C) and 45 CFR §74.34 with regard to equipment (as defined by the State of Oklahoma) purchased with monies received from OHCA pursuant to this Contract;
- E.20.2.16** the Anti-Kickback Act of 1986; 41 USC §51-58, which prohibits any person from providing or attempting to provide or offering to provide any kickback;
- E.20.2.17** Federal False Claims Act, 31 USC § 3729-3733; 31 USC § 3801.
- E.20.2.18** By submitting a bid for services, the Bidder certifies that they, and any proposed subcontractors are in compliance with 25 Okla. Stat. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 Okla. Stat. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).
- E.20.2.19** The products and services supplied under the Contract shall comply with all applicable federal, state, and local law, and the Bidder(s) shall maintain all applicable licenses and permit requirements.

**E.20.3** The explicit inclusion of some statutory and regulatory duties in this Contract shall not exclude other statutory or regulatory duties.

**E.20.4** Any claims, disputes, or litigation relating to the solicitation or execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma regardless of where the work or services are performed.

**E.20.5** The venue for civil actions arising from this Contract shall be Oklahoma County, Oklahoma. For the purpose of Federal jurisdiction, in any action in which the State of Oklahoma is a party, venue shall be United States District Court for the Western District of Oklahoma.

**E.20.6** If any portion of this Contract is found to be in violation of State or Federal Statutes, that portion shall be stricken from this Contract and the remainder of the Contract shall remain in full force and effect.

## **E.21 LEGAL CONTRACT**

**E.21.1** Submitted bids are rendered as a legal offer and any bid, when accepted by the procuring agency, shall constitute a contract.

**E.21.2** The Contract resulting from this solicitation will consist of the following documents in order of preference. Contract award documents, including but not limited to the Purchase Order, Contract Modifications, required certifications, and change orders; the solicitation including any amendments; and the successful bid to the extent that the bid does not conflict with the requirements of the Contract award documents or solicitation or applicable law. In the event there is a conflict between any of the preceding documents, the Contract award documents prevail over the solicitation, and both the Contract award documents and the solicitation shall prevail over the successful bid.

## **E.22 NON-APPROPRIATION**

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 amount due for multiple year agreements. The Requesting (procuring) Agency's decision as to whether sufficient appropriations are available shall be accepted by the Bidder and shall be final and binding.

## **E.23 OWNERSHIP OF MATERIALS**

Materials developed and/or produced by the Contractor for which the OHCA pays the Contractor are owned by the OHCA. This includes any proprietary rights or interests in the products, materials, intellectual properties developed, data, documentation, approaches, systems, programs, methodologies, or concepts developed,

produced or provided in connection with the services provided under the contract. All such items, rights and/or interests shall belong exclusively to OHCA, unless specifically approved in writing by OHCA. All materials produced as a result of this contract become the sole property of the OHCA. This includes all digital design files and layouts, as well as all final artwork and files. This excludes any stock photography or commercial photography or artwork that may be subject to pre-determined usage fees or ownership/copyright matters. The Contractor agrees not to use the OHCA's names, trademarks, service marks, logos, images, or any data resulting from the contract as a part of any commercial advertising or proposal without the express prior written consent of the OHCA in each instance.

## **E.24 PARTIES**

### **OKLAHOMA HEALTH CARE AUTHORITY**

**E.24.1** OHCA is the single state agency designated by the Oklahoma Legislature through 63 O.S. §5009(B) to administer Oklahoma's Medicaid Program, known as SoonerCare.

**E.24.2** OHCA has authority to enter into this Contract pursuant to 63 O.S. §5006(A) and 74 O.S. §85.1. OHCA's Chief Executive Officer has authority to execute this Contract on OHCA's behalf pursuant to 63 O.S. §5008(B).

### **CONTRACTOR**

**E.24.3** Contractor states that it has the experience and expertise to perform the services required under the Contract.

**E.24.4** Contractor has the authority to enter into the resulting Contract pursuant to its organizational documents, by laws, or property enacted resolution of its governing authority. The person executing the Contract for Contractor has authority to execute the Contract on Contractor's behalf pursuant to the Contractor's organizational documents, bylaws, or properly enacted resolution of Contractor's governing authority.

## **E.25 PAYMENTS/REIMBURSEMENT**

**E.25.1** Pursuant to 74 Okla. Stat. §85.44(B), invoices will be paid in arrears after products have been delivered or services have been provided.

**E.25.2** In consideration for satisfactory performance of the Duties of the Contractor enumerated in Section A of this RFP, the OHCA shall pay the Contractor in accordance with the pricing submitted during the RFP process. Payment shall be issued to Contractor upon completion of work, and not before. The pricing submitted during the RFP process shall be inclusive of all costs (i.e. salaries, fringe benefits, supplies, equipment, travel, long distance, copying, etc. required to provide the services detailed in this RFP).

**E.25.2** The OHCA shall make all payments made to the Contractor under this RFP against the not-to-exceed amount of \$30,000.00 for the period Date of Award through June 30, 2012.

**E.25.3** Renewal amounts may increase or decrease from the award amount of the initial contract period (Date of Award – June 30, 2012). Final approval of renewal amounts will be at the sole discretion of the OHCA. Increases or decreases at the time of renewal shall not require a modification in accordance with this RFP's amendment clause as found in section E.1.

**E.25.4** Contractor shall submit a proper invoice for services rendered in order to receive payment. A proper invoice is one which contains, at a minimum, the following information: 1) Contractor name; 2) telephone number; 3) FEI or vendor number; 4) invoice number; 5) purchase order number (were applicable); 6) description of service(s); 7) date(s) of service; and, 8) amount(s) billed. Contractor shall maintain documentation of all billed charges and shall make such documentation available to OHCA upon request or as otherwise stated in this Contract.

**E.25.5** OHCA shall have forty-five (45) days from the date that a proper invoice is received by OHCA to pay claims pursuant to the terms of this RFP. If OHCA fails to pay and invoice within that time, Contractor shall have right to interest upon the invoice amount consistent with 62 O.S. §34.71 and 62 O.S. §34.72.

**E.25.7** Contractor(s) shall have the later of: (a) ninety (90) days from the final date of service(s) rendered under the terms of this Contract; or (b) ninety (90) days from the expiration of this Contract to submit invoice(s) for payment. OHCA will not be held responsible for payment of invoices submitted in excess of these time limitations.

## **E.26 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 with the Bidder imposes terms or conditions that would modify requirements

of the solicitation or limit the Bidder's liability to the State. Other possible reasons for rejection of bids are listed in OAC 580:15-4-11.

**E.27 TAX EXEMPTION**

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

**E.28 TERMINATION FOR CAUSE**

**E.28.1** The Bidder may terminate the Contract for default or other just cause with a 30-day written notice request and upon written approval by the procuring agency. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the Bidder.

**E.28.2** The State may terminate the Contract immediately, without a 30-day written notice to the Bidder, when violations are found to be an impediment to the function of the an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the procuring agency determines that an administrative error occurred prior to Contract performance.

**E.28.3** If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

**E.29 TERMINATION FOR CONVENIENCE**

The State may terminate the Contract, in whole or in part, for convenience if the procuring agency determines that termination is in the State's best interest. The procuring agency shall terminate the Contract by delivering to the Bidder a Notice of Termination for Convenience specifying the terms and effective date of the Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience was received by the Bidder.

**E.30 TURNOVER PLAN**

**E.30.1** Six months prior to the conclusion of the Contract, the Contractor shall provide, at no extra charge, assistance in turning over the operations to OHCA or its agent. The Contractor shall provide a Turnover Plan which includes, but is not limited to, the following:

**E.30.1.1** Proposed approach to turnover;

**E.30.1.2** Identification of documentation and State-owned equipment and/or furnishings;

**E.30.1.3** Identification of documentation in Contractor's possession that is critical to the operation of services;

**E.30.1.4** Transfer of all data in a usable format to OHCA; and

**E.30.1.5** Turnover tasks and schedule.

**E.30.2** OHCA must approve the Turnover Plan. At a turnover date, to be determined by OHCA, the Contractor shall provide to OHCA or its agent all updated manuals and all other documentation and records as will be required by OHCA for continuity of services under this Contract. Following turnover of operations, the Contractor must provide the state with a Turnover Results Report which will document completion and results of each step of the Turnover Plan.

**E.30.3** As requested and applicable, but approximately four (4) months prior to the end of the Contract or any extension thereof, the Contractor must provide updates to replacements for all data and reference files, computer programs, and all other documentation as will be required by OHCA or its agent to run acceptance tests.

**E.30.4** OHCA may request that the Contractor arrange for the removal of hardware and software or the transfer to OHCA of leases of equipment and software, where applicable.

ATTACHMENT "A"

**RFP COST PROPOSAL**

Provider Newsletter

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Bidder must submit a firm, fixed price inclusive of all costs required to provide the electronic provider newsletter services detailed in this RFP.

Fixed Rate: \$\_\_\_\_\_

Bidder must submit a firm, fixed price inclusive of all costs required to provide the print provider newsletter services, up to 12 pages in length, detailed in this RFP.

Fixed Rate per 100 – 199 copies: \$\_\_\_\_\_

Fixed Rate per 200 – 299 copies: \$\_\_\_\_\_

Fixed Rate per 300 – 399 copies: \$\_\_\_\_\_

Fixed Rate per 400 – 500 copies: \$\_\_\_\_\_

Bidder must submit a firm, fixed price per additional page above the 12 page limit for the print provider newsletter services detailed in this RFP.

Fixed Rate: \$\_\_\_\_\_