



**Date of Issuance:** 12/11/2020

**Solicitation No.** 3400001715

**Requisition No.** \_\_\_\_\_

**Amendment No.** 3

Hour and date specified for receipt of offers is changed:  No  Yes, to: \_\_\_\_\_ CST

Pursuant to OAC 260:115-7-30(d), this document shall serve as official notice of amendment to the solicitation identified above. Such notice is being provided to all suppliers to which the original solicitation was sent.

Suppliers submitting bids or quotations shall acknowledge receipt of this solicitation amendment prior to the hour and date specified in the solicitation as follows:

Sign and return a copy of this amendment with the solicitation response being submitted; or,

If the supplier has already submitted a response, this acknowledgement must be signed and returned prior to the solicitation deadline. All amendment acknowledgements submitted separately shall have the solicitation number and bid opening date in the subject line of the email.

**ISSUED FROM:**

KRISTI THOMPSON  
Contracting Officer

(405) 271-9444 x56364  
Phone Number

Kristi.thompson@health.ok.gov  
E-Mail Address

**RETURN TO:** [Kristi.Thompson@health.ok.gov](mailto:Kristi.Thompson@health.ok.gov)

**Description of Amendment:**

a. This is to incorporate the following:

**1. How many pages are allowed to respond to the bid?**

There is no limit as long as they respond to required sections of the bid.

**2. What are the formatting requirements of the bid? e.g. margins, font, point size, line spacing?**

No requirements for formatting. Refer to Preparation of Bid, bidder instructions in section 8.1-A.

**3. Can diagrams, charts and/or tables be included with the narrative text?**

Include any information needed to fully respond to RFP.

**4. What electronic format should be used to submit the bid document? PDF, Word, Excel?**

Please submit a PDF along with a Word version.

**5. Clarification is requested to clarify xxxxx is exempt from annual Audit requirements (Attachment B, Section 9.1.G due to the limited size of the organization's annual budget (consistent with federal OMB reporting requirements)).**

This is to be considered a vendor contract and there would be no audit requirement in relation to 2 CFR 200 Subpart F.

6. **Clarification is requested to clarify XXXXX is exempt from Workers' Compensation insurance requirements (Attachment B, Section 8.1.A – XXXXX has no employees, it only uses independent contractors.**

Please provide documentation on any exemption.

7. **Can we be assured that a workable method will be provided to XXXXX to download any possible amendments? (this question is asked due the problems experienced when attempting to download the Solicitation RFP)**

All possible amendments are also emailed to all registered vendors of the State of Oklahoma.

8. **Can you clarify the contract payment schedule as described in Section 8.1.D. (\$15,000 initial, monthly invoices of up to 500 hours @\$40/hour = \$20,000, leaves a final payment of \$15,000) – Is this correct?**

Yes.

9. **Should a project budget be included? Should it include a budget narrative and an Excel file?**

Yes, a budget should be included in an Excel file.

10. **Can an Indirect Cost rate of 8% be included for administrative overhead?**

The total contract cannot exceed \$50,000. Submit any costs on the budget.

11. **We understand no additional travel reimbursement is allowed (Attachment B, Section 5.2 as amended). Is this correct?**

See question #10.

12. **Please clarify the reference in G. Executive Summary as to providing "Marketing Information". Is this a reference to social marketing?**

Please include whatever information that is applicable.

13. **Since a HIPAA Business Associate agreement will be executed, can OSDH provide Newborn Screening (NBS) protected SCD parent contact info to the Bidder to conduct NBS follow-up for newborns who tested positive for a sickle cell or related disease?**

No.

14. **We assume Section 8.1.C does not apply to XXXXX as our organization does not conduct any lab activities. Please confirm non-applicability.**

This amendment is to remove Section 8.1.C in its entirety.

15. **Regarding the language on Contract Scope (Attachment B 1.1) "Contractor may not add any products and services without State's prior written approval". Will it be acceptable for the contractor to incorporate outreach activities to SCD families, public and private medical institutions, state medical schools, health and human services agencies, insurers, etc. in order to facilitate the gathering of needs assessment information to be used for the future development of a statewide Oklahoma System of Sickle Cell Care?**

As long as the total contract does not exceed \$50,000.

16. **We assume section H does not apply to this bid (VPAT). Please confirm.**

This amendment is to remove Section H.

**17. Please clarify what types of Value-Added Products and/or Services could be offered in Section J. If for instance the answer to question 15 is no (not acceptable to conduct outreach in support of the future development of an Oklahoma System of Sickle Cell Care), then would it be possible for the Bidder to make a "no-cost" offer to incorporate outreach activities to SCD families, public and private medical institutions, state medical schools, health and human services agencies, insurers, etc. in order to facilitate the gathering of needs assessment information to be used for the future development of a statewide Oklahoma System of Sickle Cell Care?**

OSDH is not a subject matter expert and cannot clarify the types. We are also open to any offers.

**18. With regard to performance of needs analysis survey activities described in Exhibit 1, can the "Survey Monkey" application be used to create the questionnaire and compile the survey results? We believe the use of an "easy to use" application like Survey Monkey will greatly facilitate participant response – allowing potential respondents to use a "smart" phone or tablet – some people do not have Internet access or computers (digital divide); other folks may fail to mail in a written survey questionnaire (mail surveys typically have poor survey return rates).**

As long as the total contract does not exceed \$50,000.

**19. As stated in Exhibit 1 in the "Supplier section" #3d "survey must be available in electronic and paper format" and in the "OSDH shall" section #6, OSDH will "receive survey responses and complete the survey analysis. Please see the preceding Bid Question #18, regarding Bidder/Supplier's request that an application like Survey Monkey be employed to conduct the electronic part of the survey. Written (paper) survey questionnaires could be administratively "entered" into the Survey Monkey database to create a complete survey dataset.**

We agree that paper surveys will need to be entered into the electronic format to facilitate analysis. The details will be worked out with the vendor once the RFP is awarded.

**Additional Clarification Is Requested with regard to performance of the sickle cell disease (SCD) needs analysis survey activities described in Exhibit 1. XXXXX would like OSDH to clarify and add additional bid specifications language regarding the required SCD needs analysis survey. Specifically, we would like OSDH to clarify that "the survey" will be most realistically and productively accomplished if it is in fact three related SCD surveys, each tailored to its target audience. SFSCD would suggest the survey have some common baseline information asked of all respondents, and to also include additional audience-specific questions which are relevant for each of the following three survey sub-populations:**

**1) SCD Families and Individuals (minors and adults living with SCD);  
2) Health Providers (medical, behavioral health and substance abuse providers who care for individuals and families living with SCD) to include: OSDH, Oklahoma Health Care Authority, and the Oklahoma Department of Mental Health and Substance Abuse Services); and  
3) Non-Medical Oklahoma Government Agencies (e, g. Oklahoma Department of Human Services, Oklahoma Department of Rehabilitative Services, Sooner Success, Oklahoma Department of Education, Career Tech, and Oklahoma higher education institutions) and wraparound community support providers who may provide supportive services to families and individuals living with SCD).**

The details of the survey will be decided on by the multidisciplinary committee that will be established according to the terms of the contract.

20. **Clarification is requested regarding whether or not this bid will allow annual contract renewal without rebidding as described in Attachment B, Section 1.3. by the Supplier (OSDH/State). Are we correct that such a Contract renewal is subject to the terms of an Addendum (to be negotiated in good faith by Supplier and Supplier) and could include an increase in price and/or changes in scope or expansion in scope?**

There are no renewals included in this Contract Term.

21. **Section 8.1.C. refers to providing proof of CLIA certification. Is this mandatory? Although my organization has the experience and skill set to complete this project, we do not have a laboratory. As I read the scope of the project, it doesn't appear that laboratory facilities would be needed for the project. Can you please clarify?**

See question #14.

22. **Administrative Review**

**We are requesting an Administrative Review with regard to the Bid Requirement (8) "Maintenance of Insurance, Payment of Taxes, and Workers' Compensation". We believe the bid requirements are excessive in the amount of coverage required and as a result will be excessively expensive for our organization to purchase. We have a subcontract for a federal Health Resources Services Administration (HRSA) which requires considerably less coverage than what is being requested by OSDH to be a small nonprofit organizational bidder for BID SOLICITATION #340001715.**

This amendment is to remove Section 8.1 and replace with:

8 Maintenance of Insurance, Payment of Taxes, and Workers' Compensation

8.1 As a condition of this Contract, Supplier shall procure at its own expense, and provide proof of, insurance coverage with the applicable liability limits set forth below and any approved subcontractor of Supplier shall procure and provide proof of the same coverage. The required insurance shall be underwritten by an insurance carrier with an A.M. Best rating of A- or better.

Such proof of coverage shall additionally be provided to the Customer if services will be provided by any of Supplier's employees, agents or subcontractors at any Customer premises and/or employer vehicles will be used in connection with performance of Supplier's obligations under the Contract. Supplier may not commence performance hereunder until such proof has been provided. Additionally, Supplier shall ensure each insurance policy includes a thirty (30) day notice of cancellation and name the State and its agencies as certificate holder and shall promptly provide proof to the State of any renewals, additions, or changes to such insurance coverage. Supplier's obligation to maintain insurance coverage under the Contract is a continuing obligation until Supplier has no further obligation under the Contract. Any combination of primary and excess or umbrella insurance may be used to satisfy the limits of coverage for Commercial General Liability, Auto Liability and Employers' Liability. Unless agreed between the parties and approved by the State Purchasing Director, the minimum acceptable insurance limits of liability are as follows:

A. Workers' Compensation and Employer's Liability Insurance in accordance with and to the extent required by applicable law;

B. Commercial General Liability Insurance covering the risks of personal injury, bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of liability of not less than **\$1,000,000** per occurrence;

C. Automobile Liability Insurance with limits of liability of not less than **\$1,000,000** combined single limit each accident;

D. Directors and Officers Insurance which shall include Employment Practices Liability as well as Consultant's Computer Errors and Omissions Coverage, if information technology services are provided under the Contract, with limits not less than **\$1,000,000** per occurrence;

E. Security and Privacy Liability insurance, including coverage for failure to protect confidential information and failure of the security of Supplier's computer systems that results in unauthorized access to Customer data with limits **\$1,000,000** per occurrence; and

F. Additional coverage required in writing in connection with a particular Acquisition.

b. All other terms and conditions remain unchanged.

\_\_\_\_\_  
Supplier Company Name (**PRINT**)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative Name (**PRINT**) Title

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