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| Solicitation#: 0900000511  Solicitation Issue Date: 09/17/2021 | |
| DUE DATES AND TIME (CENTRAL STANDARD TIME):  Bid Response:  3:00 p.m. on October 11, 2021[[1]](#footnote-2)  Request for administrative review:  3:00 p.m. on September 27, 2021  Questions:  3:00 p.m. on September 27, 2021 | |
| CONTRACT TYPE:  X  Agency: Statewide:  Agency Name/Number: 090/Employees Group Insurance Division | |
| SOLICITATION TYPE:   |  |  |  | | --- | --- | --- | | Request for Proposal  X | Request for Quote | Invitation to Bid |   Information technology Bidder Instructions are applicable:  X  Yes No  Terms regarding sensitive data will be included in the Contract including, but not limited to:   |  |  | | --- | --- | | HIPAA X  FERPA  1075 | CJIS  OTHER | | |
| RETURN SEALED BID TO:  [OMESCPeBID@omes.ok.gov](mailto:OMESCPeBID@omes.ok.gov) | CONTRACTING OFFICER:  Name: Stephanie Beshears  Email: [Stephanie.Beshears@omes.ok.gov](mailto:Stephanie.Beshears@omes.ok.gov)  Phone No. 405-517-6769 |

 BIDDER INSTRUCTIONS COVER PAGE

Oklahoma Office of Management and Enterprise Services Bidder Instructions

Information related to the Bid submission process is contained in these Bidder Instructions. Prospective Bidders are urged to read the documents provided by the State and these Bidder Instructions carefully. Failure to do so shall be at the Bidder’s risk.

1. Definitions

## Alternate Bid means a Bid which contains an intentional substantive variation to a basic provision, specification, term or condition.

## Amendment means a written change, addition, correction or revision to terms, conditions or requirements by the State agency issuing the Solicitation.

## APR means Attending Provider Reports.

## BAFO means a best and final offer requested by the State agency issuing the Solicitation.

## Bid means an offer a Bidder submits in response to the Solicitation.

## Bidder means an individual or business entity that submits a Bid in response.

## Bid Packet means the order described in these Bidder Instructions in which all Bidders shall insert the relevant sections of a Bid and which shall be the format for all submitted Bids.

## Confidential Information includes the records and resulting data generated from the confidential information of all EGID members, retirees, and beneficiaries in any plan administered by Employees Group Insurance Division and all other related information that is subject to protection from disclosure pursuant to Oklahoma or federal law.

* 1. Business Associate shall have the meaning given to Business Associate under the Privacy Rule, including, but not limited to, 45 CFR § 160.103.
  2. Business Associate Agreement is the contract between an entity covered under HIPAA and its Business Associate as required under the Privacy Rule, including (but not limited to) 45 CFR § 164.502(e)(2).
  3. EFT means Electronic Funds Transfer.
  4. EGID means Employees Group Insurance Division of the Office of Management and Enterprise Services. It shall also have the meaning given to the term ‘Covered Entity’ under the Privacy Rule, including, but not limited to, 45 CFR § 160.103 for purposes of this Business Associate Agreement only and to the extent required by law. EGID means Employees Group Insurance Division.

## EOB means Explanation of Benefits.

## FCE means Functional Capacity Exam.

* 1. FTE means Full Time Equivalent.

## HIPAA refers to the Health Insurance Portability and Accountability Act of 1996 and includes any regulations promulgated pursuant thereto.

## IMEs means Independent Medical Examinations.

* 1. IRS means Internal Revenue Service.

## LTD means Long Term Disability.

## OAC means the Oklahoma Administrative Code.

## OMES/CP means the Office of Management and Enterprise Services, Central Purchasing.

* 1. OTC means Oklahoma Tax Commission.

## PEPM means Per Employee Per Month.

## PGP means Pretty Good Privacy.

## PHI means Private Health Information.

* 1. PMPM means Per Member Per Month.

## RFP means Request for Proposal.

* 1. SFTP means Secure File Transfer Protocol.
  2. SSA means Social Security Administration.
  3. SSDI means Social Security Disability Income.

## STD means Short Term Disability.

* 1. TLS means Transport Layer Security.

## TPA means Third Party Administrator.

## WCC means Workers’ Compensation Court.

# Instructions compliaNce

These Bidder Instructions are not part of the Contract; however, compliance with these Instructions is material to the determination of whether a Bid is responsive. Terms, requirements, and specifications may be stated or phrased differently than in a previous solicitation irrespective of past interpretations, practices, or customs. Bid requirements are altered only by written Amendment and verbal communications from any source whatsoever are of no effect. In no event shall the Bidder’s failure to read and understand a term, condition, or requirement in any of the documents provided by the State constitute grounds for a claim after award of the Contract.

# Communications and Questions

The Contracting Officer listed on the Bidder Instructions Cover Page is the only individual the Bidder should contact, or communicate with, regarding any questions or issues with the Acquisition. Failure to comply with this requirement may result in the Bid being considered non-responsive or not considered for further evaluation.

## General Questions

Questions should be concise, identify the relevant document, include specific section references, and avoid use of tables or special formatting (use simple lists). Questions and answers by Bidders will be consolidated and distributed to all Bidders as an Amendment via the State website.

## Information Technology Bids This section is not applicable at this time. All questions should be directed via email to the Contracting Officer until further notice.

### If information technology Bidder Instructions are applicable (see Bidder Instructions Cover Page), Bidder may submit general questions concerning Contract or Bid specifications or requirements online. Questions received via any other means will not be addressed.

### Registration with the State of Oklahoma for wiki access is located at <https://omes.ok.gov/forms/wiki-enrollment-it-procurement>. ***Access should be requested at least five (5) business days prior to the Questions Due Date. The State is not responsible for a Bidder’s lack of access to the wiki.***

## Non-Information Technology Bids

If information technology Bidder Instructions are not applicable (see Bidder Instructions Cover Page), Bidder may submit general questions concerning Contract or Bid specifications or requirements to the Contracting Officer’s email address shown on the Bidder Instructions Cover Page. Questions received via any other means will not be addressed.

## Clarification Questions

The State reserves the right, at its sole discretion, to request clarifications of Bid information or to conduct discussions for the purpose of clarification with any or all Bidders. The purpose of any such discussion shall be to ensure full understanding of the Bid. If clarifications are made because of such discussion, the Bidder(s) shall submit such clarifications in writing to the Contracting Officer. Bidder answers that are outside scope of the clarification questions shall be disregarded. Oral explanations or instructions provided to a potential Bidder are not binding.

# Administrative Review

## A Bidder that believes the Contract or Bid requirements or specifications, or Bid Response Due Date, are unnecessarily restrictive or limit competition may email a request for administrative review to the Contracting Officer. A request received via any other means will not be addressed. The State shall promptly respond in writing to each written administrative review request, and where appropriate, issue a revision, substitution, or clarification through an Amendment. Requests for administrative review shall include the reason for the request, supported by information, and any proposed changes.

## If a Bidder fails to notify the Contracting Officer of an ambiguity, conflict, discrepancy, omission or other error in any of the documents provided by the State that is known to Bidder, or that reasonably should be known by Bidder, the Bidder accepts the risk of submitting a Bid and, if awarded the Contract, shall not be entitled to additional compensation, relief or time by reason of the error or its later correction.

# Amendments

## Any Amendment shall be set forth at the same online link as the Solicitation.

## It is the Bidder’s responsibility to check the State’s website frequently for any possible Amendments that may be issued. The State is not responsible for the Bidder’s failure to download any amendment documents required to complete a Bid.

# Confidentiality Request

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 after contract award pursuant to OAC 260:115-3-9[[2]](#footnote-3). However, a public Bid opening does not make the Bid immediately accessible to the public. All material submitted by a Bidder becomes the property of the State. No portion of a Bid shall be considered confidential after award of the Contract except, pursuant to 74 O.S. §85.10, information in the Bid determined to be confidential by the State Purchasing Director or delegate. Typically, a properly submitted confidentiality claim of a potential awardee is reviewed and determined prior to award; a properly submitted confidentiality claim of a **non-awarded Bidder** is reviewed and determined only when responding to an open records request concerning the Bid. Additional information regarding information considered confidential by a Bidder is provided in Section H.2.3. below.

# Acceptance of Content

Unless otherwise provided in Section Four of a Bidder’s response, all Bids shall be firm representations that the responding Bidder has carefully investigated and will comply with all State terms and conditions relating to the Contract. Upon award of a contract, such terms, and conditions, as may be amended by the Bid after negotiation, shall become contractual obligations between the parties.

# Required Bid Structure

## Preparation of Bid

### The Bid is required to be structured into separate, labelled and easily identifiable sections using the Bid Packet format provided below. A Bid submitted using any other format may not be accepted. Except for items listed in Section Three of the Bid Packet (information requested to be held confidential), the Bid should not contain duplicative content. Any section of the Bid Packet that is not applicable to the Bid shall have a page inserted to denote the section is not applicable. For instance, if business references are not required, the Bid should contain a page after the “Business References” section heading that reads “Not Applicable”, “N/A” or some similar notation.

### The Bid will be evaluated using a best value criterion, based on the following:

#### Bidder’s response to Sections H.1.3. through H.1.9.

#### Price and Cost (H.1.6.)

OMES/CP and EGID reserve the right to consider historical information and facts, whether gained from the Bidder’s proposal, or question and answer conferences in the evaluation process.

Bidder is cautioned that it is the Bidder’s sole responsibility to submit information pertinent to the evaluation and that EGID is under no obligation to solicit such information if it is not included with the Bidder’s proposal. Failure to submit such information may cause an adverse impact on the evaluation of the Bidder’s Proposal.

### **As referenced in subsection H.2.2.6,** those Bidders utilizing subcontractors for this RFP shall name the subcontractor, define the relationship, the services to be performed by the subcontractor, and clearly state the years of experience. Bidder shall document procedures implemented allowing the Bidder to fully interface with its subcontractors. For example, the Bidder shall demonstrate how its customer service system interface/integration and department interfaces with the system and department of its subcontractors. Failure to adequately demonstrate the ability to timely integrate the organizations shall result in the elimination of the proposal.

#### Any proposed subcontractor shall be identified by entity name in the applicable proposal and shall include the nature of the services to be performed.

#### In the event a proposal is jointly submitted by more than one bidder; one of the organizations must be designated as the TPA Prime Contractor. All other entities should be designated as subcontractors. Bidder shall certify that each subcontractor complies with the minimum requirements of this RFP and all contract provisions. Bidder shall provide said certification for future subcontractors when a subcontractor is engaged to perform services for EGID on behalf of the contracted TPA.

### **As referenced in subsection H.2.7.,** Bidder shall submit with its proposal an executive summary no longer than two (2) pages, outlining significant features of the proposal. The summary should highlight the Bidder’s philosophy, its specific experience and with whom, and the administrative approach presented in the proposal. The summary must also include a description of the Bidder’s understanding of EGID’s RFP along with organizational and conceptual approaches to be used.

### **­­­­­­­­­­­­­­Minimum Requirements**

Bidder shall comply with all minimum requirements sated below and provide proper documentation in its response to each requirement. Bidder’s compliance with the requirements shall be determined according to the sole unrestricted discretion of EGID. Proposals failing to meet minimum requirements shall not be considered.

#### **As referenced in subsection H.2.8.1,** Bidder shall furnish evidence that it complies with all requirements imposed by the Oklahoma Insurance Department necessary to provide claims administration, customer service, report and other professional services for EGID’s disability insurance plan.

#### **As referenced in subsection H.2.8.1,** Bidder must provide a copy of its administrator's license issued by the Insurance Commissioner for the State of Oklahoma. To be eligible to submit a proposal under this RFP, Bidder must meet all legal requirements for doing business in the State of Oklahoma.

* + - 1. **As referenced in subsection H.2.8.1,** Bidder shall complete the Business Associate Agreement (Exhibit 1) and the Statement of Compliance (Bid Packet Section Four of Bidder Instructions).

#### **As referenced in subsection H.2.8.2,** Bidder shall provide a URL link for a website maintained by the Bidder or product manufacturer which provides VPAT’s for all products offered through the Contract.

#### **As referenced in subsection H.2.8.3,** A Security Certification and Accreditation Assessment is required for any entity or third-party Supplier hosting Oklahoma consumer data. Review Section C of the Attachment D – State of Oklahoma Technology Terms for additional information.

##### See Exhibit titled State of Oklahoma Third-Party Risk Management Policy for additional information regarding third-party Suppliers.

### **As referenced in subsection H.2.9.,** pricing and cost shall be submitted using Exhibit 9 Pricing. Bidder’s proposed price must be stated as a Per Member Per Month (PMPM). Refer to Exhibit 5 for historic membership information. EGID will pay a minimum pricing factor of 34,000 members. Refer to Exhibit 8 Actuarial Valuation for EGID Disability Plan.

#### If Bidder does not utilize a subcontractor for assisting claimants in obtaining SSDI benefits, Bidder shall denote such on Exhibit 9 Pricing.

### **As referenced in subsection H.2.11.,** EGID may reject a Supplier’s proposal based upon the financial condition of the Bidder’s company or organization as evidenced by any factor or statement of financial condition including, but not limited to, financial statements that raise doubt about the Bidder’s ability to continue as a “going concern”, or some similar concern or qualification. The Bidder shall demonstrate its ability to be financially viable during the contract period. EGID shall exercise its sole discretion in evaluating such information. If the Bidder is a wholly owned subsidiary of a parent organization, this requirement may be fulfilled by the audited financial statement of the parent organization so long as the parent organization agrees to have the same legal and financial responsibilities under the contract as the Bidder.

* + - 1. Provide copies of audited financial statements for the Bidder’s last three (3) fiscal years immediately preceding the date of its response. The financial statements should include, but are not limited to, Balance Sheet, Income Statement, Statement of Retained Earnings or Statement of Stockholders’ Equity, Statement of Cash Flows, SSAE 18 Report on the organization’s system and the suitability of the design and operating effectiveness of controls, and Notes to the Financial Statements. The Bidder further agrees to be available for reasonable inquiry by EGID regarding these financial statements.
      2. Identify the Bidder’s independent auditor.
      3. Specify the name and address of any sponsoring or parent corporation or others who provide financial support to the Bidder or affirm there are none.
      4. Describe any understandings, legal relationships or financial agreements with respect to sponsorship or other financial support of the Bidder with any other entity, i.e., guarantees, letters of credit, etc. What are maximum limits of additional financial support?
      5. EGID expects that the Bidder will maintain adequate levels of corporate/general liability insurance. Provide details on the levels of coverage the Bidder maintains.
      6. Is the Bidder a subsidiary of another entity? If so, provide the last two (2) years audited financial statements for the parent company.
      7. Provide a copy of the sponsoring organization's most recent audited financial statement if applicable. The financial statements should include, but are not limited to, Balance Sheet, Income Statement, Statement of Retained Earnings or Statement of Stockholders’ Equity, Statement of Cash Flows, SSAE 18 Report on the organization’s system and the suitability of the design and operating effectiveness of controls, and Notes to the Financial Statements. Identify the independent auditor for the Bidder’s sponsoring organization.
      8. Does the Bidder warrant and represent that it is in good financial standing, not in any form of bankruptcy or the zone of insolvency and is current in the payment of all taxes and fees?

### **As referenced in subsection H.2.13.,** the following additional company information is required to be included in the Bid:

* + - 1. *Experience.* Bidder shall document its experience in performing the requested TPA services outlined in this RFP for a minimum of five (5) years. Bidder must have at least 25,000 employee lives that are covered by disability plans administered by the Bidder. Bidder must demonstrate experience in working with Social Security Administration, the Workers’ Compensation Court and all other entities providing related benefits and/or reimbursement.

##### Provide the number of claims managed for the last three (3) years for STD, LTD, and individual disability claims.

##### Provide details of how Bidder can demonstrate that it has successfully converted and successfully serviced a group disability client to the Bidder’s existing claims processing system.

##### Provide the total number of covered lives that the organization administers for disability as of July 31, 2021 and the total number of dollars paid by the organization for disability claims for the most recent twelve-month period.

##### Disclose the percentage of Bidder’s full-service book of business represented by EGID if it has or were to have had EGID as a client in 2023.

##### Describe the number of FTE employees, qualifications and experience of staff and how it will provide support to EGID in the areas of STD claim management, active LTD claim management, LTD maintenance claim management, overpayment recovery (if separate), claim department manager or team lead, account manager, and others such as vocational and medical support staff.

#### *Data Breaches*. Disclose any data security breaches and specifically any HIPAA security breaches that were reported to any federal or state authority by the Bidder within the previous three (3) years.

### **Additional Requirements**

#### *Claims Administration* (Section D.2. of Attachment A)*.* Describe Bidder’s claims processing system, identifying the following information:

##### Name of system.

##### Location (city and state) of data center where eligibility and claims data will be housed.

##### Internally or externally developed including location (city and state) of developers.

##### Internally or externally maintained.

##### Licensing agreement (if applicable).

##### Last major update and details of update.

##### Last minor update and details of update.

##### Date and details of any planned modification and/or enhancements.

##### The date system was operational.

##### City and state of the office that will handle the administration of this contract (Note: an in-state Member Services presence is preferred).

#### *Claims Submission and Processing* (Section D.3. of Attachment A)*.*

##### What options can the Bidder offer currently, or in the near future, for other forms of claim submissions, etc. which will minimize the amount of paper exchange?

##### Describe in detail how active and closed claims are stored and handled, such as paper files, electronic media, or scanned image files.

##### Describe the Bidder's procedures for archiving and retrieving claims and other related documents.

##### Describe online options for members to initiate a claim or upload/submit requested claim information.

##### Provide a sample copy of the EOB.

##### Describe any options for customizing the EOB.

##### Confirm whether EOBs will be mailed and/or available electronically.

##### Describe the criteria to identify the necessity of an IME.

##### Describe the criteria to identify the necessity of an FCE.

##### Describe the vocational rehabilitation program that Bidder would utilize and include the services and fees provided. Note that EGID is not looking for services related to absence management in this solicitation.

##### Describe in detail Bidder’s experience and the procedures the Bidder will utilize to assist the disabled members in obtaining eligibility for Social Security benefits including the appeal processes and average time from the start of the process to the award.

##### Describe in detail Bidder’s experience in working with the WCC.

##### Describe in detail Bidder’s experience in working with Retirement Systems.

##### Describe Bidder's procedure in identifying the appropriateness of utilizing investigative services for a disability claimant.

##### Describe the manner Bidder identifies the necessity of home visits and identify the personnel the Bidder will assign to conduct the home visits.

##### Provide the name and credentials of Bidder’s medical consulting physician to be used for this contract.

##### Describe the procedures Bidder will utilize to obtain this medical information.

##### Describe in detail the process for handling the evaluation and release of pended claims.

##### Describe the procedure that will be utilized to contact each employer to obtain employee status (active, terminated) and leave of absence status.

##### Describe the process utilized by Bidder to withhold appropriate tax withholdings.

##### Describe the Bidder’s experience in providing necessary documentation for grievances.

##### Describe the Bidder’s experience (written, virtual and/or in-person) in providing necessary written and/or verbal justification for grievances at both formal and informal meetings or hearings.

##### How was this handled during the global pandemic in 2020-2021?

##### How is this anticipated to be handled with future pandemic variants?

##### If TPA is unable to attend any required in-person Grievance Hearings, describe details of how TPA will handle the financial terms of this contract.

##### Describe the case management system including how the Bidder proposes to identify claims appropriate for case management.

##### Describe in detail the procedure utilized by Bidder to notify and advise the disability recipients of other available benefit programs.

##### Describe in detail the procedures Bidder will follow to timely comply with the requirements for notification of any address changes.

##### Describe in detail the procedures Bidder will use to comply with the requirement to notify all unresolved payment errors.

##### Describe in detail the procedures Bidder will follow to comply with this requirement regarding maintaining an account receivable system. Bidder shall affirm its agreement and describe how it shall comply with this requirement.

##### Describe in detail Bidder’s policies and procedures for accepting eligibility and enrollment data, error reporting, reconciliation processes, and record retention.

##### Identify which of the two options listed in Attachment A Section D.3.27. Eligibility Data that Bidder prefers to utilize for receiving member eligibility weekly eligibility exports or Bidder’s staff accessing the Web Eligibility Application to view real-time eligibility.

##### Provide a copy of an “error and reject” eligibility report.

##### Describe in detail Bidder’s client billing payment and procedures for overpayments.

##### Describe the overpayment recovery procedures.

#### *Call Center* (Section D.4.1. of Attachment A).

##### Provide the call center hours.

##### How are after-hour phone calls handled?

##### Describe the telephone system capabilities including the routing system offered to members and providers.

##### Describe how the customer service or call center/department is staffed.

##### Describe the customer service support available for member issues.

##### Provide the average abandonment rate and average length of time to answer incoming customer service lines during each of the past 12 months and past 24 months. Explain any inconsistencies.

##### Provide a proposal for performance guarantees for customer service response times.

#### *Training* (Section D.4.2. of Attachment A).

##### Describe the initial and ongoing training programs for customer service representatives/claims examiners, and reviewers/auditors of quality assurance and financial accuracy.

##### Describe the tools that supervisors and managers have online to manage, evaluate, and immediately correct the quality of customer service representative’s performance.

##### Describe in detail Bidder’s method for tracking, reporting, and identifying trends indicating the categories monitored.

##### Describe any required training for Bidder’s employees regarding HIPAA and fraud, waste, and abuse.

#### *Special Services* (Section D.4.3. of Attachment A)*.*

##### Explain Bidder’s ability to provide special services and describe how the services are accessed.

#### *Encryption* (Section D.5.1. of Attachment A)*.*

##### Describe Bidder’s security and encryption standards.

##### Describe how daily operational email will be encrypted and routed between Bidder and EGID.

#### *Internal Quality Assurance* (Section D.6.1. of Attachment A).

##### Describe in detail Bidder’s quality assurance program to identify trends and measure performance standards including minimum qualifications of the staff affiliated with the program.

#### *Outside Auditors* (Section D.6.2. of Attachment A)*.*

##### Describe Bidder’s experience working with outside auditors.

#### *Payments to Providers/Members* (Section D.7.1. of Attachment A).

##### Describe in detail Bidder’s abilities and limitations for handling EFTs.

#### *Reporting of Payments* (Section D.7.2. of Attachment A)*.*

##### Describe in detail Bidder’s experience in creating and transmitting issue files and check registers to appropriate parties.

##### Describe in detail Bidder’s client billing payment and procedures.

#### *Withholding of Tax and Forms 941, W-2 and 1099* (Section D.7.3. of Attachment A)*.*

##### Describe Bidder’s procedures and experience for handling tax reporting requirements and any fees or discounts associated with each option.

#### *Technical Contact* (Section D.7.7. of Attachment A)*.*

##### Provide Bidder’s technical contact titles, relevant skills and years of experience. Including, but not limited to, the Implementation Manager (additional criteria in Bidder Instructions Section H.1.9.14.), operations manager, account manager, payroll representative assigned to manage taxes and payments, and subrogation representative or team.

#### *Significant Event* (Section D.7.9. of Attachment A).

##### Provide the timeframe within which Bidder would notify EGID, unless prohibited by securities law, of any current or prospective “significant event” on an ongoing basis.

#### *Implementation Manager* (Section D.8.2. of Attachment A)*.*

##### Name the person in your organization assigned the responsibility for assuring the timeliness and success of any EGID implementation/conversion. Describe the individual’s qualifications and provide recently completed implementation information.

##### Describe if the Implementation Manager is solely dedicated to EGID implementation. If not, provide how many other implementation projects this proposed employee will have to coordinate simultaneously.

##### Will the Implementation Manager be responsible for all implementation activities or will there be separate teams?

#### *Organizational Structure.*

##### Describe the organization and its history, legal structure, ownership, affiliations and related parties. Supply an organizational chart and resumes of key personnel. Also, provide an organizational chart for the Bidder that includes the department/divisions and positions of those individuals with ultimate responsibility for EGID’s account.

##### Does Bidder anticipate any changes in the organization’s basic ownership structure or any other significant changes in the organization within the next twelve (12) to twenty-four (24) months? If yes, provide an explanation.

#### *Additional Services.*

##### Describe in detail any additional services and opportunities that the Bidder can provide beyond the services required in this RFP at no cost or at additional cost to EGID. Examples of additional services would be the option of electronic Explanation of Benefits (EOBs) for members to view/print, online claims submission / claim status inquiry, etc.

#### *Lawsuits and Litigation.* The following information regarding Lawsuits and Litigation shall be provided:

* + - * 1. Disclose, unless prohibited by securities law, any prior lawsuits and litigation involving alleged or actual violations of administrative rules and hearings, or any lawsuits, litigation, or administrative proceedings, threatened or pending, involving the Bidder and any person or entity, the State of Oklahoma or any political subdivisions, and/or any state officer and/or any state employee acting in the capacity of a state employee arising from services rendered that are the same or similar to the work defined in this RFP, and any settlements, compromises (if confidential, a statement of that fact) or Judgments of Record resulting from the foregoing described litigation or administrative proceedings for the past five (5) years or affirm there are none.
        2. List and disclose contract cancellations or negligent causes of action that arose from work performed that is the same or similar to work identified in the specifications listed that was initiated by persons or entities against the Bidder that resulted in a settlement with or judgment against the Bidder in any jurisdiction in the United States in an amount of One Hundred Thousand Dollars ($100,000.00) or more within the previous five (5) years, or affirm there are none.
        3. Disclose any data security breaches and specifically HIPAA security breaches that required notification to affected persons or a regulatory authority within the previous three (3) years.
        4. List and describe any current malpractice suits filed against the Bidder.

#### *Safeguarding Program*. Provide a summary of Bidder’s safeguarding program (Section G of Attachment C).

* + 1. Electronic Funds Transfer

The State of Oklahoma passed legislation in 2012 requiring funds disbursed from the State Treasury be sent electronically. If awarded a contract, will your company accept payment for invoices from the State by EFT?

### Information Regarding Another TPA is Prohibited

Bidders are advised that OMES/CP and EGID are not interested in, nor will it consider, allegations of lack of qualification or of impropriety made or initiated by any Bidder concerning another TPA at any point during the competitive bid process. Inclusion of such information in the RFP response or communication of such information to any state officials, state staff or its contractors after proposal submission shall be grounds for disqualification. This clause in no way limits the right to file a protest or appeal under the laws or rules governing the State of Oklahoma.

## Bid Packet Format

### **Section One: Cover Page**

#### Provide a dated cover page or transmittal letter that identifies the Solicitation and the Bidder and provides Bidder contact information.

### **Section Two: Required Forms, Certifications and Disclosures**

#### Completed “Responding Bidder Information” form set forth and accompanying required documentation.

#### Completed “Certification for Competitive Bid and Contract” form.

* + - 1. Bidder shall additionally provide in this section of its Bid, disclosure of (1) any public contract terminated by a governmental entity or suits or claims against the Bidder for failure to perform in connection with a public contract (including any company which a Bidder has merged with or acquired that will be performing services or providing products if awarded the Contract); (2) any contractual relationship or any other relevant contact with any State personnel or another Bidder or Supplier involved in the development of a Bidder’s response to the Solicitation; (3) the name of any officer, director or agent of the Bidder who is also an employee of the State or any of its agencies; (4) the name of any state employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder firm or any of its branches and (5) any activity or interest that conflicts or may conflict with the best interest of the State, including but not limited to any person or entity currently under contract with or seeking to do business with the State, its employees or any other third-party individual or entity awarded a contract with the State. Any conflict of interest shall, in the sole discretion of the State, be grounds for rejection of the Bid or partial or whole termination of the Contract.

#### Certificate of Insurance and Workers’ Compensation form.

#### Completed Vendor Payee form.

#### Any information requested in connection with subcontractors a Bidder proposes to use in performance of the resulting contract.

#### Signed Amendment(s), if any, located at the same online link as the Solicitation.

* + - 1. The Bidder shall acknowledge agreement with each Amendment, if any, by inserting the Amendment in this section, signed by or on behalf of the Bidder.

### **Section Three: Bid Portions Requested to be Held Confidential**

#### Any portion of the Bid that the Bidder requests be held confidential shall be listed in this section for independent review regarding confidentiality. For example: “the portion of Section 8 titled Member Satisfaction Survey”. However, the Bid should not be broken apart such that the information requested to be held confidential is only found in this section; rather, such content should be included in the Bid in applicable sections, for efficient evaluation.

#### For each portion of the Bid listed as considered confidential, the Bidder must identify the specific information considered confidential and fully comply with OAC 260:115-3-9[[3]](#footnote-4) which additionally requires a Bidder to enumerate the specific grounds, based on applicable laws which support treatment of the information as exempt from disclosure and explain why disclosure is not in the best interest of the public.

#### A Bid marked in total, as proprietary and/or confidential shall not be considered confidential. Likewise, unless specifically referenced otherwise, resumes, pricing, marketing materials, business references, Voluntary Product Accessibility Templates, additional terms proposed by a Bidder and subcontractor information are not confidential and are not exempt from disclosure under the Oklahoma Open Records Act. The foregoing list is intended to address information often marked confidential that is not exempt from disclosure and is not an exhaustive list.

#### **ANY INFORMATION MARKED AS CONFIDENTIAL AND EMBODIED ELSEWHERE IN A BID RATHER THAN LISTED IN THIS SECTION OF THE BID PACKET WILL NOT BE CONSIDERED CONFIDENTIAL AND WILL BE SUBJECT TO DISCLOSURE WITHOUT FURTHER REVIEW. THE STATE HAS NO RESPONSIBILITY TO INDEPENDENTLY REVIEW AN ENTIRE BID FOR A CONFIDENTIALITY CLAIM. LIKEWISE, CONFIDENTIALITY CLAIMS OF A BIDDER WILL NOT BE CONSIDERED IF A BID DOES NOT COMPLY WITH REQUIREMENTS OF OAC 260:115-3-9 AND THE INFORMATION WILL BE SUBJECT TO DISCLOSURE PURSUANT TO STATE LAW.**

### **Section Four: Requested Exceptions to Terms**

#### Any requested exception or revision to terms or conditions provided by the State shall be inserted in this section using the table provided at the end of these Bidder Instructions. If no exceptions or revisions are requested, the Bid should reflect that by either submitting the table with no additions to it or by inserting a page to denote this section is not applicable. Each requested exception or revision shall identify (i) the document and section reference of the specific affected term and (ii) either that the term is inapplicable and should be intentionally omitted or offer alternative language if the Bidder is requesting revision of the term. Some examples are provided on the table for illustrative purposes only and, if not deleted in a submitted Bid, will be disregarded.

#### Use tracked changes to propose alternative language, added language or other revision. Requests not shown as tracked changes may be returned to the Bidder for compliance with this requirement and review will be delayed as a result.

#### Each entry on the exceptions table must reference only one subsection or section (if there are no subsections). Including multiple subsections in one entry may result in the table being returned to the Bidder for compliance with this requirement and review will be delayed as a result.

#### A clarification question is not an exception and any clarification included in this section will be disregarded.

#### If the Bid contains a copy of **master** terms between the Bidder and the State that the Bidder believes are applicable to the Acquisition, the Bidder need not take exceptions to the General Terms; however, the remainder of terms and contents of a document provided by the State including, without limitation, all attachments, appendices and exhibits remain applicable and are not supplanted by such **master** terms. Therefore, any exception to terms in the Solicitation or any other document related to the Acquisition, other than General Terms, must be included in this section as an exception.

#### **THE STATE HAS NO RESPONSIBILITY TO INDEPENDENTLY REVIEW AN ENTIRE BID FOR EXCEPTIONS AND ANY EXCEPTION EMBODIED IN ANOTHER SECTION OF THE BID OR IN A FORMAT OTHER THAN THE PROVIDED TABLE WILL NOT BE CONSIDERED. LIKEWISE, AN EXCEPTION EXPRESSING ONLY GENERAL DISAGREEMENT WITH A TERM OR A GENERAL EXCEPTION TO ANY STATE TERMS OR CONDITIONS, WITHOUT SUGGESTED ALTERNATIVE WORDING OR IDENTIFYING THAT THE TERM SHOULD BE INTENTIONALLY OMITTED, WILL NOT BE**

### **Section Five: Additional Bidder Terms**

Any additional terms that the Bidder requests be applicable to the Contract shall be inserted in this section and shall be provided in Word format**. THE STATE HAS NO RESPONSIBILITY TO INDEPENDENTLY REVIEW AN ENTIRE BID FOR ADDITIONAL TERMS AND ANY SUCH TERMS NOT SUBMITTED IN THIS SECTION OF THE BID SHALL NOT BE CONSIDERED.** Should a Bidder be awarded a Contract, neither the State nor a customer shall be required to execute additional documents not included in a Bid. For example, if a Bidder typically uses an ordering document in connection with an acquisition, the ordering document template shall be included in the Bid.

### **Section Six: Master Terms between Bidder and State**

A copy of any master terms, mutually executed by the Bidder and the State, that the Bidder believes are applicable to the Acquisition shall be inserted in this section. Any master terms not submitted in this section of the Bid shall not be considered.

### **Section Seven: Executive Summary**

The Bidder’s executive summary shall be inserted in this section. Marketing information, general company information and other similar information should be included in the executive summary. Avoid duplication of such information in other sections of the Bid; it unnecessarily lengthens the Bid and hinders efficient evaluation.

### **Section Eight: Response to Specifications and Requirements**

#### The portion of the Bid to be inserted in this section shows the ability of the Bidder to meet or exceed any Acquisition specifications and requirements.

#### If an information technology VPAT is required, the URL link to the Bidder’s VPAT shall be inserted in this section at a Bid Packet page referencing the VPAT.

#### If an information technology Security Certification and Accreditation Assessment is required, the completed Assessment shall be inserted in this section at a Bid Packet page referencing the Security Accreditation Assessment. The Assessment is located online at <https://omes.ok.gov/sites/g/files/gmc316/f/SecurityCertification-R_0.xlsx>.

#### If service level agreements are required, the proposed service level agreements shall be inserted in this section at a Bid Packet page referencing the proposed Service Level Agreements.

#### If a Statement of Work is required, the proposed draft shall be inserted in this section at a Bid Packet page referencing the proposed Statement of Work.

### **Section Nine: Pricing**

Pricing associated with the Bid shall be inserted in this section and shall be in the required structure set forth above in Subsection H.1., if any.

### **Section Ten: Offer of Value-Added Products and/or Services**

If a Bid includes an offer of value-added products and/or services, such offer shall be inserted in this section and include associated pricing and any other information relevant to such value-added offer. However, the State is not obligated to purchase value-added products or services.

### **Section Eleven: Financial Information**

Any required financial and associated information shall be inserted in this section.

### **Section Twelve: Business References**

Any required business references and associated information shall be inserted in this section.

### **Section Thirteen: Additional Company Information**

Any required additional company information shall be inserted in this section.

### **Section Fourteen: Third Party Vendor Information**

Any required additional third-party vendor information shall be inserted in this section.

# Submission of Bid

## IT IS THE BIDDER’S SOLE RESPONSIBILITY TO SUBMIT INFORMATION IN THE BID AS REQUESTED AND IN COMPLIANCE WITH THE OKLAHOMA CENTRAL PURCHASING ACT AND ASSOCIATED OAC TITLE 260 RULES[[4]](#footnote-5) INCLUDING WITHOUT LIMITATION OAC 260:115-3-7 AND 260:115-3-11[[5]](#footnote-6). A submitted Bid is rendered as a legal offer and is required to be in strict conformity with these Bidder Instructions.

## A Bid shall be submitted via email solely to [OMESCPeBID@omes.ok.gov](mailto:OMESCPeBID@omes.ok.gov). Note that it is possible a Bidder’s email system may have limitations on the size of outgoing email attachments and plan accordingly for the entire Bid to be received by the Bid Response Due Date and Time. A Bid emailed directly to or cc’d to the Contracting Officer will not be reviewed by the Contracting Officer. In person, commercial carrier or facsimile submittals shall not be accepted. The subject line of the email Bid shall contain the following: Attention: [Stephanie Beshears]; Solicitation Number and Bid Response Due Date and Time. The State is not responsible for incorrect link information or its inability to access a submitted Bid. Receipt of a Bid will generate an automatic notice that the Bid is received; if a Bidder believes a Bid has been sent but has not received a notice of receipt, the Bidder should contact the Contracting Officer at the email or phone number shown on the Bidder Instructions Cover Page. Receipt of the Bid by the State is the responsibility of the Bidder.

## Unless otherwise specified in the Solicitation, (i) manufacturers’ names, brand names, information, and/or catalog numbers listed in a specification are for informational purposes and not intended to limit competition and (ii) a Bidder may offer any brand for which it is an authorized representative, which meets or exceeds the specification for any item(s). Bidder shall offer new items of current design and technology unless the State specifies older models or versions, or used, reconditioned, or remanufactured products are acceptable. Warranties in either case should be the same. However, if a Bid is based on equivalent products, the Bid is required to state the manufacturer’s name and number. The Bid shall also explain in detail how the proposed equivalent will meet the specifications and not be considered an exception thereto.

## Reference to literature submitted with a previous Bid shall not satisfy a specification or requirement associated with the present Bid. Any previous solicitation or resultant contract shall not be depended upon, perceived or interpreted to have any relevance to the present Bid.

## Bids shall remain a firm offer for a minimum of one hundred twenty (120) days after the Bid Response Due Date. Any usage amounts provided by the State are estimates and are not guaranteed to be purchased.

## Unless specified otherwise, a Bidder shall submit a firm, fixed price for the term, including optional renewal terms, of the Contract. The Bidder guarantees unit prices to be correct. In accordance with 74 O.S. §85.40, all travel expenses to be incurred by Supplier in performance of the Contract shall be included in the total Bid price. Travel expenses include, but are not limited to, transportation, lodging and meals. Examples of other miscellaneous travel expenses are referenced in §10.14 of the Statewide Accounting Manual[[6]](#footnote-7).

## A Bid containing early payment discounts may be evaluated when making an award. If a Bidder wishes to offer an early payment discount, the Bid must include available discount percentages for no less than ten (10) days payment, increasing in five (5) day increments up to thirty (30) days. The discount percentages shall be expressed in a half or whole percentage, with the minimum discount percentage being 0.5%. The State is not obligated to utilize an offered discount.

## All costs incurred by the Bidder for Bid preparation and participation shall be the sole responsibility of the Bidder and the Bidder shall not be reimbursed for any such costs. By submitting a Bid, Bidder agrees not to make any claims for damages or have any rights to damages in connection with the Bid.

## For consistency of contract structure, certain State terms may be marked “Intentionally Omitted”. If so, no response is expected.

## After review of a Bidder's submitted documents and information, the State may require additional terms for an Acquisition in which State or citizen data will be accessed, processed, stored or transmitted by a Supplier.

## Each Bid is required to include relevant information for a designated contact to receive notice, approvals and requests.

# Bid Withdrawal, Bid Change and Alternate Bid

## Except as authorized by the State Purchasing Director after proof by the Bidder that a significant error by the Bidder exists in the Bid, a Bid may not be withdrawn after the Bid Response Due Date and Time. If the Bidder wishes to withdraw a Bid prior to the Bid Response Due Date and Time, the Bidder shall submit a written withdrawal request to the State Purchasing Director in accordance with OAC 260:115-3-13[[7]](#footnote-8) at the email address listed in Section I above.

## Except as requested by the State, a Bid may not be changed after the Bid Response Due Date and Time. If the Bidder needs to change a submitted Bid prior to the Bid Response Due Date and Time, the Bidder shall withdraw the originally submitted Bid and a new Bid shall be submitted to the State by the Bid Response Due Date and Time in accordance with Section I and include the following statement on the superseding Bid cover page: “THIS BID SUPERSEDES THE BID PREVIOUSLY SUBMITTED” AND “SUPERSEDING BID” MUST APPEAR IN THE SUBJECT LINE OF THE EMAIL.

## A Bidder may submit one or more Alternate Bids. Any Alternate Bid submitted shall be a complete Bid and shall be clearly identified as an Alternate Bid in the subject line of the email. If more than one Alternate Bid is submitted, the identification in the email subject line shall refer to Alternate Bid 1, Alternate Bid 2, etc.

# Bid Rejection

## The Bidder’s failure to submit required information may cause its Bid to be rejected. Additionally, a Bid received after the Bid Response Due Date and Time SHALL BE DEEMED NON-RESPONSIVE AND SHALL NOT BE CONSIDERED unless the State Purchasing Director has authorized acceptance of Bids due to a significant error or incident that occurred which affected the receipt of a Bid[[8]](#footnote-9). Failure to comply with these Bidder Instructions may result in the Bid being disqualified from evaluation.

## A Bid may be rejected when the Bidder imposes terms or conditions that would modify requirements. Other possible reasons for rejection of Bids are listed in OAC 260:115-3-5 and 260:115-7-32(h)[[9]](#footnote-10).

## Attempts to impose unacceptable conditions on the State or impose alternative terms not in the best interest of the State may result in rejection of the Bid even if initially determined to be responsive or the State may cease any negotiations regarding the Bid.

## Whenever the terms “shall”, “must”, “will”, or “is required” are used, the specification being referred to is a mandatory specification. Failure to meet any mandatory specification may cause rejection of a Bid.

## Whenever the terms “can”, “may”, or “should” are used, the specification being referred to is a desirable item and failure to provide any item so termed shall not be cause for rejection of a Bid.

# Bid Public Opening

There will be no physical Bid openings. A public Bid opening, **which will disclose the name of each Bidder and no further information,** will be conducted on a per request basis via Microsoft Teams provided the Contracting Officer receives a written request no later than forty-eight (48) hours prior to the Bid Response Due Date and Time. Teams information will be provided to anyone requesting a public Bid Opening.

# Evaluation

## A responsive Bid will proceed to the evaluation process. Unless the Solicitation specifies that “best value” criteria will be used to determine award, Bids shall be evaluated on “lowest and best” criteria.

## Pursuant to OAC 260:115-7-32, Bidder past performance as a Supplier may be considered when evaluating a Bid.

## Pursuant to 74 O.S. §85.44E, a Bid submitted by a service-disabled veteran business that does business in Oklahoma or maintains an Oklahoma office or place of business will be given a three-percentage point bonus preference in scoring the Bid.

## The State reserves the right to require demonstrations, clarifications and additional documentation from any or all responding Bidders. Each Bidder should be prepared to participate in oral presentations and demonstrations to define the Bid, to introduce the Bidder’s team and to respond to questions regarding the Bid prior to award.

# Competitive Negotiations of Offers

## The State reserves the right to negotiate with none or one or more Bidders responding to the Solicitation and may negotiate any or all content of the Bid to obtain the best value for the State. Negotiations may be conducted in person, in writing or by electronic means and shall only be conducted with potentially acceptable Bids.

## Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue material to an award decision or that may mitigate the State’s risks. The State shall consider all issues arising from the Bid to be negotiable and will not be artificially constrained by Bidder internal corporate policies. Firms that contend a lack of flexibility because of corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered.

## In the event of prolonged contract negotiations due to the number and/or significance of exceptions taken, lack of Bidder responsiveness or other failure to close contract negotiations, the State may, in its discretion, offer a successful Bidder a shorter contract term.

## Terms, conditions, prices, methodology, or other features of the Bid 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 Bid.

## Requirements and any terms marked as non-negotiable after the section title shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements or terms is in the best interest of the State.

## The State may request a BAFO and shall determine the scope and subject of any BAFO request. However, the Bidder should not expect an opportunity to otherwise strengthen its Bid and should submit its best Bid based on requirements herein. Any information offered outside the scope of the BAFO request will be disregarded.

# Award of Contract

## The State 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 to be in the best interest of the State.

## In order to receive an award or payments from the State, a Bidder must be registered as both a Bidder and as a Supplier and must maintain the registration prior to any Contract renewal term. The registration process may be completed electronically at the following link: <https://omes.ok.gov/services/purchasing/vendor-registration>.

## Pursuant to Oklahoma Attorney General Opinion No. 06-23, any Bidder that has assisted in preparing the Solicitation or developing the procurement terms, either directly or indirectly, is precluded from being awarded the Contract or from securing a sub-contractor that has provided such services.

## Prior to award, the State may choose to request information from the Bidder to demonstrate its financial status and performance. If the Bidder is a subsidiary of another entity, the last three years audited financial statements of three years tax returns for the parent company may also be required. The State reserves the right, in its sole discretion, to determine a Bidder’s financial status and to withhold award to a Bidder who is not deemed financially responsible.

## A notice of award may be in the form of a purchase order or other payment mechanism or in the form of a mutually executed contract.

BID PACKET SECTION FOUR: REQUESTED EXCEPTIONS TO TERMS

SOLICITATION NO. 0900000511

|  | |
| --- | --- |
| Term & Section | Language |
| General Terms, Pricing  (Section 5.2, pg. 7)  EXAMPLE | Section 5.2 is deleted in its entirety and replaced with the following:  Pursuant to 74 O.S. §85.40, all travel expenses of Supplier must be included in the total Acquisition price. Travel expenses include, but are not limited to, lodging, transportation and meal expenses. |
| Information Technology Terms, Appendix 1, Data Security  (Section B.2, pg. 12)  EXAMPLE | Section B.2 shall be modified to add the following:  Customer is responsible for Personal Data encryption when solely in the Customer’s possession. |
| Information Technology Terms, Source Code Escrow  (Section 9, pg. 5)  EXAMPLE | Section 9 is deleted in its entirety. |
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1. Amendments may change the Bid Response Due Date (read “Amendments” in these Bidder Instructions) [↑](#footnote-ref-2)
2. OAC 260:115-3-9 is located at

   <http://www.oar.state.ok.us/oar/codedoc02.nsf/frmMain?OpenFrameSet&Frame=Main&Src=_75tnm2shfcdnm8pb4dthj0chedppmcbq8dtmmak31ctijujrgcln50ob7ckj42tbkdt374obdcli00> [↑](#footnote-ref-3)
3. OAC 260:115-3-9 is located at

   <http://www.oar.state.ok.us/oar/codedoc02.nsf/frmMain?OpenFrameSet&Frame=Main&Src=_75tnm2shfcdnm8pb4dthj0chedppmcbq8dtmmak31ctijujrgcln50ob7ckj42tbkdt374obdcli00> [↑](#footnote-ref-4)
4. Oklahoma Administrative Code Title 260, Chapter 115 is located at <http://www.oar.state.ok.us/oar/codedoc02.nsf/frmMain?OpenFrameSet&Frame=Main&Src=_75tnm2shfcdnm8pb4dthj0chedppmcbq8dtmmak31ctijujrgcln50ob7ckj42tbkdt374obdcli00> [↑](#footnote-ref-5)
5. OAC 260:115-3-7 and OAC 260:115-3-11 are located at <http://www.oar.state.ok.us/oar/codedoc02.nsf/frmMain?OpenFrameSet&Frame=Main&Src=_75tnm2shfcdnm8pb4dthj0chedppmcbq8dtmmak31ctijujrgcln50ob7ckj42tbkdt374obdcli00> [↑](#footnote-ref-6)
6. Statewide Accounting Manual is located at <https://omes.ok.gov/sites/g/files/gmc316/f/StatewideAccountingManual.pdf>. [↑](#footnote-ref-7)
7. OAC 260:115-3-13 is located at <http://www.oar.state.ok.us/oar/codedoc02.nsf/frmMain?OpenFrameSet&Frame=Main&Src=_75tnm2shfcdnm8pb4dthj0chedppmcbq8dtmmak31ctijujrgcln50ob7ckj42tbkdt374obdcli00> [↑](#footnote-ref-8)
8. OAC 260:115-3-11 [↑](#footnote-ref-9)
9. OAC 260:115-3-5 and 260:115-7-32 is located at:

   <http://www.oar.state.ok.us/oar/codedoc02.nsf/frmMain?OpenFrameSet&Frame=Main&Src=_75tnm2shfcdnm8pb4dthj0chedppmcbq8dtmmak31ctijujrgcln50ob7ckj42tbkdt374obdcli00_> [↑](#footnote-ref-10)