



## Amendment of Solicitation

Date of Issuance: 5/4/2018

Solicitation No. 0900000303

Requisition No. 0900010648

Amendment No. 2

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:

- (1) Sign and return a copy of this amendment with the solicitation response being submitted; or,
- (2) 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 printed clearly on the front of the envelope.

### ISSUED BY and RETURN TO:

#### U.S. Postal Delivery:

OMES Central Purchasing  
5005 N. Lincoln Blvd., Ste. 300  
Oklahoma City, OK 73105  
or

#### Personal or Common Carrier Delivery:

OMES Central Purchasing  
5005 N. Lincoln Blvd., Ste. 300  
Oklahoma City, OK 73105

Leanna Edmonds

Contracting Officer

405 - 521 - 2133

Phone Number

Leanna.Edmonds@omes.ok.gov

E-Mail Address

### Description of Amendment:

a. This is to incorporate the following:

Due to the passing of House Bill 3234, which is attached to this amendment, the following change have been made to this solicitation. An underline denotes an addition, a strikethrough denotes a deletion.

Section B.1. was revised on amendment 1 of this solicitation. Due to the passing of House Bill 3234 section B.1. is revised and is reestablished as originally written.

B.1. Contract Term, Renewal and Extension Option

B.1.1. Contract Period is January 1, 2019 through December 31, 2019. The awarded contract agreement binds the Supplier as of the date of award to provide services, as awarded, for Plan Year 2019 (January 1, 2019 through December 31, 2019).

B.1.2. The initial contract period shall begin on the effective date and shall extend through One (1) Year (the "Initial Term") unless renewed, extended, or terminated in accordance with applicable contract provisions. The Supplier shall not commence work, commit funds, incur costs, or in any way act to obligate the State until so notified in writing of the approval of the contract. The authorized State representative is the only individual who can transmit that approval to the Supplier.

B.1.3. Under Oklahoma law, the State may not contract for a period longer than one (1) year (the "Initial Term"). By mutual consent of the parties hereto, it is intended that there shall be two (2) options to renew, subject to the terms and conditions set forth herein, each for duration of one (1) year.

B.1.4. After the Initial Term, the Agreement may be renewed annually upon mutual written consent of the parties. Prior to each renewal, the State shall subjectively consider the value of this Contract to the State, the Supplier's

performance under the Contract and shall review certain other factors, including but not limited to the a) terms and conditions of Contract Documents to determine validity with current State and other applicable statutes and rules; b) then current products pricing and price discounts offered by Supplier; and c) then current products and support offered by Supplier.

B.1.5. If the State determines changes to a Contract Document are required as a condition precedent to renewal, the State and Supplier will cooperate in good faith to evidence such required changes in an Amendment.

B.1.6. The State, at its sole option, may choose to exercise an extension for ninety (90) days beyond the final renewal option period, at the Contract pricing rate. If this option is exercised, the State shall notify the Supplier in writing prior to contract end date. The State, at its sole option, may choose to exercise subsequent ninety (90) day extensions, by mutual consent and at the Contract pricing rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Supplier.

B.1.7. In the alternative, the State CIO reserves the right to extend any Contract awarded if it is determined to be in the best interest of the State.

Section B.12.8. was revised on amendment 1 of this solicitation. Due to the passing of House Bill 3234 section B.12.8. is revised and is reestablished as originally written.

B.12.8. This entire Section shall survive any termination, renewal, extension or amendment of this Contract.

#### C.1. Statement of Purpose

C.1.1. The OMES/CP, on behalf of EGID, is soliciting competitive proposals on a non-exclusive basis with one (1) or more qualified Vision plans to offer vision benefits to eligible OEIBA Program participants. All proposals must be submitted in accordance with the policies, procedures, requirements, and dates set forth below.

C.1.2. To participate, Suppliers must offer a vision option meeting the Solicitation Specifications.

~~C.1.3. Vision benefits are required by state law to be rebid annually.~~

C.1.3. State statute limits to a maximum of no more than two Oklahoma-based vision care benefits companies and two out-of-state vision care benefits companies each plan year.

C.1.3.1. An Oklahoma-based vision care benefits company must meet the following criteria:

C.1.3.1.1. A vision care benefits company that has a home office, customer service and administration located within the State of Oklahoma and is subject to Oklahoma state income taxes; or

C.1.3.1.2. A vision care benefits company that has a majority of ownership interest held either directly or indirectly by residents of the State of Oklahoma and is subject to Oklahoma state income taxes.

C.1.4. In the event the number of vision companies submitting offerings exceeds the amount permitted, the Office of Management and Enterprise Services shall have the authority to reject excess offerings based upon failures to meet requirements or for providing lesser value for the State of Oklahoma.

#### C.26. Implementation

**C.26.1. Transition Meetings.** If awarded, Suppliers are required to meet with EGID to ensure smooth transition for the upcoming plan year.

C.26.1.1. New Supplier Transition Process. Provide the following information:

C.26.1.1.1. Provide the Transition Manager name and contact information.

C.26.1.1.2. How many other implementation projects will the Transition Manager work on in addition to this contract?

C.26.1.1.3. Provide a copy of a typical implementation project plan.

Attachments 3, and 5 have been updated and are attached to this amendment.

Attachment 7 has been replaced with House Bill 3234, and is attached.

D.1.3. The best value selection criteria for this proposal is listed below and all proposals will be reviewed and awarded based on the following evaluation criteria:

D.1.3.1. Minimum Requirements

D.1.3.2. ~~Benefits/Plan Design~~ Ability to meet Solicitation Specifications in Section C

D.1.3.3. ~~Network~~ Price

#### E.15.8. Pricing

All information relating to costs are to be sent in a separate ~~binder~~/envelope, on a separate ~~CD, DVD, or~~ thumb drive clearly marked as "Price/Cost."

Below are questions and answers to this solicitation. An underline denotes an addition, a strikethrough denotes a deletion.

Q.1. E.3 Submission of Bid, E.3.3. states "Each Bidder must submit two (2) complete copies of the Bid on two (2) separate thumb drives.....format". E.3.5. states " All information relating to price/costs are to be sent in a separate envelope, on a separate thumb drive clearly marked as "Price/Cost". (Same rules for two (2) thumb drives: as original and copy). Is the vendor to exclude cost from the "complete" copies in E.3.3 and only provide with price/cost following instructions in E.3.5.?

A.1. Yes, pricing is to be excluded from the "complete" copies in E.3.3. and to be provided on a separate thumb drive per E.3.5.

Q.2. E.13. P-Cards: does selecting NO response disqualify vendor?

A.2. Accepting payment by P-Card is not mandatory. Selecting "NO" will not prohibit a vendor from a contract award.

Q.3. Section E.15 – Deliverables – Please clarify what is required under for Section Two – References in E.15.1.5.

A.3. E.15.1.5.Statement of Compliance (Attachment 2), and any exceptions to solicitation terms and conditions ~~Section Two—References~~

Q.4. Attachment 8. Please clarify if the Operational Reporting is based on client specific or VSP book of business results.

A.,4. This operational reporting is based upon client specific results.

This solicitation has been reopened for questions.

Bidders are advised that any questions received after **3:00 P.M. Central Time on May 11, 2018** shall not be answered. All questions and answers regarding this Solicitation shall be posted to the IT procurement wiki at:

<https://wiki.ok.gov/display/itprocurement/0900000303>

Questions received via any other means will not be addressed. To register with the State of Oklahoma for wiki access, please follow the link below to request access.

[https://www.ok.gov/triton/modules/formbuilder/form.php?form\\_id=d432ccf8aabf5d6355bd1771fabb357ca246cd410bcf1394fb7a08606bbcf627](https://www.ok.gov/triton/modules/formbuilder/form.php?form_id=d432ccf8aabf5d6355bd1771fabb357ca246cd410bcf1394fb7a08606bbcf627)

Bidders that already registered for wiki access, please follow the link below.

<https://wiki.ok.gov/display/itprocurement/Home>

In order to guarantee that wiki access is created prior to closing date for submitting questions for a solicitation, please request access at least five (5) business days prior to the closing date for questions. The State of Oklahoma cannot be responsible for a Bidder's lack of access if the request is not made within this timeline.

When posing questions, every effort should be made to:

- a) be concise
- b) include section references, when possible; and
- c) avoid use of tables or special formatting (use simple lists).

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b. All other terms and conditions remain unchanged.

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Supplier Company Name (**PRINT**)

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Date

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Authorized Representative Name (**PRINT**)

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Title

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Authorized Representative Signature