



1. Solicitation #: 8070000456
2. Solicitation Issue Date: August 5, 2011

3. Brief Description of Requirement:

The Oklahoma Health Care Authority is issuing a RFP for the DME Recycle Program.

4. Response Due Date¹: September 11, 2011
- Time: 3:00pm CST/CDT

5. Issued By and RETURN SEALED BID TO²:

Agency Name: Oklahoma Health Care Authority

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

8. Contracting Officer:

Name: Theresa Isenhour
Phone: (405) 522-7709
Email: Amy.Bradt@okhca.org

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

² If "U.S. Postal Delivery" differs from "Carrier Delivery, use "Carrier Delivery" for courier or personal deliveries



**State of Oklahoma
Oklahoma Health Care Authority**

Responding Bidder Information

"Certification for Competitive Bid and Contract" MUST be submitted along with the response to the Solicitation.

1. **RE: Solicitation #** 8070000456

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 Permit¹:

- 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 (<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.)²

Authorized Signature

Date

Printed Name

Title

¹ For frequently asked questions concerning Oklahoma Sales Tax Permit, see <http://www.tax.ok.gov/faq/faqbussales.html>

² For frequently asked questions concerning workers' compensation insurance, see http://www.ok.gov/oid/Consumers/Workers'_Compensation_Information.html



**State of Oklahoma
Oklahoma Health Care Authority**

**Certification for Competitive
Bid and/or Contract
(Non-Collusion Certification)**

NOTE: A certification shall be included with any competitive bid and/or contract exceeding \$5,000.00 submitted to the State for goods or services.

Solicitation or Purchase Order #: 8070000456

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 #: 8070000456

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

DME Recycle Program
Request for Proposals
Terms and Conditions
Solicitation # 8070000456

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A. SOLICITATION SPECIFICATIONS

A.1 AGENCY AND PROGRAM OVERVIEW

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 qualified individuals who have inadequate or no health insurance coverage. Medicaid provides 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). The SoonerCare benefit packages included in the DME Program are:

- a) Traditional - a comprehensive package of benefits that pays providers for services on a fee-for-service (FFS) basis.
- b) Choice – a medical home program with comprehensive benefits where members choose a primary care provider who receives a monthly payment for care coordination. All other services are reimbursed on a fee-for-service basis but services not rendered by the primary care provider may require a referral.
- c) Insure Oklahoma Individual Plan (IO IP) - a comprehensive package of benefits that requires members to share in the cost through premiums and co-payments. IO members choose a primary care provider who is paid a monthly rate for case management. IO reimburses all other member benefits on a FFS basis, but services not rendered by the primary care provider may require a referral.

A.1.2 OHCA provides durable medical equipment to adults and children which are authorized based on medical necessity criteria. Federal law provides that OHCA maintains ownership of any equipment reimbursed under the SoonerCare program, even after the member is no longer eligible for the program.

A.1.3 The Program must operate in either Tulsa County, Oklahoma County or in or both. The Bidders may also propose to operate in other Oklahoma counties. The Program is established by the Oklahoma Legislature in 56 Okla. Stat. § 1011.11, amended by HB 2777, and must meet all requirements of the legislation. The goals of the Program are to:

- a) Realize cost savings through the appropriate utilization of refurbished durable medical equipment;
- b) Maintain access to quality durable medical equipment by ensuring that members receive the most medically appropriate equipment;

- c) Respond to calls from SoonerCare Members and individuals for durable medical equipment requests, and to address inquiries and complaints; and
- d) Educate members about the appropriate use of durable medical equipment.

A.1.4 The schedule of activities for this bid process is listed below. All dates are estimated and are subject to change.

Bid Released to Vendors	August 5, 2011
RFP Library Available	August 10, 2011
Last Date to Submit Questions	August 19, 2011
Answers to Questions Posted on Website	August 28, 2011
Bids Due to OHCA	September 11, 2011
Contract Award	September 15-30, 2011
Operations Start Date	February 1, 2012

A.1.5 Definitions:

- a) DME – Durable Medical Equipment
- b) Inventory- Durable Medical Equipment in Contractor’s inventory as a result of the DME Program.
- c) Non-SoonerCare Individual (Non-SC) – any Oklahoma resident who is not enrolled in a SoonerCare program.
- d) SoonerCare Member (SC) – Traditional, Choice, Insure Oklahoma Individual Plan, Supplemental, and SoonerPlan members are defined as ‘SoonerCare Members’ in this RFP.
- e) Authorized Representative – Parent, legal guardian, caregiver, or any individual given permission by the SC or Non-SC individual to receive training on DME use at the time of DME distribution.

A.2 MANDATORY REQUIREMENTS

OHCA has established mandatory requirements for this solicitation to ensure that bidders have the knowledge, experience, and ability to manage the Program and to meet legislative requirements, (Attachment A). Bidder must be a Community Based Organization defined as follows:

- a) A legal entity, such as a 501(c)(3) organization or other organization that has a taxpayer identification number and can accept payment
- b) Physically located in one of the communities it proposes to serve
- c) Have at least three (3) years experience in community assistance and outreach

A.3 SCOPE OF WORK

A.3.1 DME Tagging and Removal

SC members may obtain DME from approximately 1,100 contracted DME providers located throughout the state. (See the Bidder’s Library to obtain more information about the number of contracted DME providers in Oklahoma, Tulsa, and other counties.) The Contractor shall:

- a) In collaboration with SC-contracted DME providers, tag and track DME items reimbursed by SoonerCare included on the Program Equipment List in Attachment B to this RFP, including the location of the equipment and the likely time of use;
- b) Retrieve DME that SC members no longer need from their homes in the counties where Contractor operates and respond to requests to retrieve DME from members within 3 business days;

- c) Accept donated DME at Contractor's place of business or other designated site(s); the Contractor may, at its option, accept DME that is not listed on Attachment B, without reimbursement for any related expenses.

A.3.2 DME Refurbishment

The Contractor shall:

- a) Evaluate retrieved and donated DME to determine whether it can be refurbished;
- b) Sanitize, repair, and otherwise refurbish equipment for reuse;
- c) Store DME until it is redistributed;
- d) Dispose of DME which cannot be refurbished appropriately, for example, donation to other organizations, donation to metal or other recyclers, trash collection, etc. (All revenue generated may be kept by Contractor to use to defray program expenses)
- e) Comply with manufacturers' specifications and safety standards in the refurbishment and distribution of Program DME for reuse.

A.3.3 DME Redistribution

The Contractor shall:

- a) Develop an Internet-based system to track Program Inventory available for reuse that is accessible to OHCA staff, all "Community Based Programs" and the general public;
- b) Distribute Program Inventory only to eligible SoonerCare members as needed within the first sixty days of an item becoming available for reuse. The OHCA Care Management Unit shall identify members who will accept recycled Inventory as part of its prior authorization process. Care Management shall notify Contractor;
- c) After an item has been available for more than sixty days, make the item available to community organizations or non-SC individuals as needed;
- d) Evaluate the needs of SC and non-SC individuals to ensure that Inventory is appropriate;
- e) Respond to requests for DME within three business days. If an appointment time can't be established within 24 hours, provide an estimated time for follow-up with the individual making the request;
- f) Provide and deliver equipment free of charge to SC and non-SC individuals;
- g) Provide skilled instruction at no cost to the individual receiving the Program DME on the proper use, design, and capabilities of the DME according to Center for Medicare and Medicaid Services (CMS) and manufacturer guidelines; obtain and retain an acknowledgement of such training from the individual or the individual's Authorized Representative;
- h) Contractor shall distribute an OHCA approved Customer Satisfaction Survey to each SC Member or Non-SC Individual within two (2) weeks of requested Inventory delivery. The survey will be conducted by mail and shall include an OHCA return postage paid envelope.
- i) At its option, Contractor may also subcontract with SoonerCare contracted DME providers to perform some of the work in this RFP, for example, tagging inventory, distribution, and training of members on recycled equipment

A.3.4 Outreach

The Contractor shall:

- a) Maintain a toll free number to provide information about the Program and take requests for DME items during normal operating hours; at its option, the Contractor may also provide a method for DME requests after hours;
- b) Develop and implement one or more methods to inform SC members that DME belongs to OHCA and must be returned at the end of use, for example: a sticker placed by the contracted DME providers on all items eligible for the Program that states "Property of the State of Oklahoma, Call [Contractor's number] for pickup when you no longer need this item";

- c) Educate SoonerCare-contracted DME providers in counties of operation about the Program; this can be done via mail, web, meetings, or other method;
- d) Develop and implement an outreach campaign targeting programs and agencies who work with the elderly and disabled populations to inform them about the Program; this may include electronic media, billboards, mail, public events, etc. All elements of the outreach campaign shall be subject to the approval of OHCA.

A.3.5 Procedure Development

The Contractor shall have formal, written procedures which shall be submitted to OHCA for approval before operations begin and each time a significant modification is made.

A.3.6 Reporting Requirements

- a) Contractor shall supply a monthly inventory report of the DME associated with the DME Program. The monthly report will include the total number and type of DME items for both SC Members as well as Non-SC Individuals according to the following categories:
 - i. Donated items retrieved and from what source including pick-up requests from a home;
 - ii. Number of DME requests;
 - iii. DME donated at Contractor's physical address;
 - iv. DME donated or retrieved which is unfit for refurbishment and reuse;
 - v. DME refurbished and distributed, including the length of time the equipment was in inventory before distribution;
 - vi. DME donated at Contractor's physical address;
 - vii. DME stored at the facility;
 - viii. DME stored at the facility longer than 60 days; and
 - ix. Cost of refurbishing the DME items by category.
- b) Contractor shall also supply a quarterly cost savings report showing net savings to OHCA from providing recycled DME to SoonerCare members (reimbursement amount less amount paid to vendor for each item supplied to SoonerCare members).

A.3.7 Operating Requirements

The Contractor shall:

- a) Establish a local office for operations in Oklahoma or Tulsa counties or both. The Project Director (see Section E.11.2) and Program Manager must be located in a local office. The office shall operate for a minimum of 30 hours per week Monday through Friday except on State of Oklahoma recognized holidays.
- b) Provide training on the DME Program to Contractor's staff upon DME Program implementation and/or when there are significant State and/or Federal Laws or OHCA rule changes that affect the DME program. Contractor shall provide at least one staff person to receive training from OHCA who can provide training to Contractor's staff. Training shall include the following items:
 - i. HIPAA;
 - ii. DME Program policies, processes, and procedures; and
 - iii. How to evaluate DME appropriateness.
- c) Train staff on how to complete DME Inspection Equipment Checklist when providing DME to SoonerCare members.
- d) Have an organized documentation library that includes current State and Federal Regulations pertaining to the DME Program, HIPAA regulations, Internal Policies and Procedures. The documentation library must be accessible to Contractor's staff and OHCA upon request.

A.3.8 Other Requirements

The Contractor shall:

- a) Have a Project Director to direct the intake and eligibility activities, and to maintain linkages with other community service agencies. The Project Director shall have a minimum of two years experience in DME, home health, or rehabilitative services.
- b) The Contractor shall provide encrypted email communication when protected health information (PHI) is transmitted to OHCA.

INSTRUCTIONS TO BIDDER

B.1 RFP SUBMISSION REQUIREMENTS

- a) Submitted bids shall conform to these instructions, and shall be submitted with any other forms completed as required by the solicitation.
- b) Bids shall be submitted to the OHCA in a sealed container clearly showing the name of the bidder and the solicitation number.
- c) The required forms included at the beginning of this solicitation must be completed and submitted with the Bidder's response by an authorized person with full knowledge and acceptance of all their provisions. This includes "Certification for Competitive Bid and/or Contract", "Responding Bidder Information", and "Professional Service Contract Certification".
- d) All bids shall be typed utilizing a type size no smaller than 10 point. The top, bottom, left and right margins shall be at least one inch, excluding headers and footers. All pages must be numbered. Initialed and dated corrections in ink are acceptable.
- e) All bids submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, and other statutory regulations as applicable. These rules/regulations along with the terms & conditions, the required certifications, and any other attached documents are made part of this solicitation.
- f) The Bidder shall submit one (1) original and four (4) paper copies and one (1) electronic copy on CD of their response. All copies shall address each section of the solicitation separately and be labeled according to the numbering below. The electronic copies on CD shall contain one file in either Microsoft Word or Adobe PDF (portable document format) with all required forms, documents, and or responses contained within the one file. **No additional items are to be submitted.**
 - i. Page Limitations: Proposals shall have a maximum of 35 pages; this page limit includes all technical response text, competitive bid and all forms, resumes, job descriptions, cover sheets, cost proposal (Attachment C), 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.**
 - ii. 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.
 - iii. 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.
 - iv. Cost Proposal: The Cost Proposal must be submitted separately on Attachment C. Any mention of project costs in the Technical Proposal response may render the proposal nonresponsive.
 - v. Proprietary Information: If Bidder considers some information in its bid to be proprietary or confidential, Bidder shall submit an additional copy of its bid

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 5:00 PM Central Time on August 19, 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 RFP 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.
- 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

- a) 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. The Executive Summary is limited to one (1) full page.

B.4.2 Chapter 2 – Technical Response

- a) DME Tagging and Removal
 - i. Discuss how Bidder will tag and track DME. Include where items will be stored and estimated time for holding items before refurbishing. How will Bidder store items not included on Attachment B? Explain how Bidder will retrieve DME. Does Bidder have adequate transportation to obtain DME?

- ii. How will Bidder track the 3 business day retrieval requirement? How will Bidder log inventory for items listed on Attachment B and items not listed on Attachment B?
- b) Refurbishment
 - i. Explain how Bidder will evaluate retrieved and donated DME. How will Bidder handle sanitizing and repairs? Where will DME be stored until it is redistributed?
 - ii. Explain Bidder's plans to dispose of Inventory that cannot be refurbished appropriately. How will Bidder comply with manufacturers' specifications and safety standards?
- c) DME Redistribution
 - i. Discuss how Bidder will establish an Internet-based system to track inventory. How will Bidder differentiate between Inventory available for general public and Inventory available for SoonerCare members only?
 - ii. Explain how Bidder will evaluate the needs of SC and non-SC individuals to ensure that DME is appropriate. How will Bidder handle requests for DME within the time allowed? Explain plans for providing skilled instruction to individuals receiving DME.
- d) Outreach
 - i. Discuss Bidder's plan for establishing a toll free number and its operating hours.
 - ii. Discuss Bidder's process for creating an outreach campaign. How will Bidder educate DME providers about the program?
 - iii. Will Bidder subcontract for these services? If yes, discuss the process of selecting a subcontractor and duties assigned. Include plans for how Bidder will subcontract with SoonerCare contracted DME providers.
 - iv. Explain how Bidder will implement method to inform SC members that DME belongs to OHCA and must be returned at end of use.
 - v. Oklahoma Statute requires that the program be managed by an entity with a governing body that includes broad community representation. Explain how Bidder currently has, or plans to establish this.

B.4.3 Chapter 3 – Staffing and Reporting Requirements

- a) Include a resume or job description for the Project Director, and any other proposed staff.
- b) Include sample formats for reports if desired and address any other reporting that the Bidder can make available to OHCA.

B.4.4 Chapter 4 - Bidder's Past Performance and References

- a) Discuss two similar projects that Bidder has managed. For each referenced project, provide a description of the work performed and the value of the contract. Show clearly how these projects related to the work to be done under this RFP.
- b) Submit two (2) professional reference letters from the organizations with which the Bidder was contracted for the projects listed in B.4.4 (a). The letters should verify the nature and size of the project and discuss the Bidder's performance. The letter should also include the name and telephone number and/or email address of a person that OHCA may contact for additional information about the Bidder.
- c) If Bidder plans to utilize partners or subcontractors in accomplishing the work under this RFP, discuss the relevant experience of partners or subcontractors.
- d) Has the Bidder had contract action taken against it on any 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.4.5 Contractor's Cost Proposal – Attachment C

- a) Submit pricing for all services as shown on Attachment C. The Bidder shall not alter the pricing structure or Attachment C in any significant manner.
- b) Bids shall remain firm for a minimum of 60 days from the solicitation closing date.
- c) Prices must be all-inclusive.

B. CHECKLIST

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

- Certification for Competitive Bid and/Contract
- Professional Services Certification
- Responding Bidder Information Page
- Proposal Response organized as shown in B.4. including Cost Proposal Attachment C
- If Amendments have been posted, a signed copy of the Amendment of Solicitation form for each Amendment

One (1) original and three (3) paper copies, one (1) electronic copy on CD, and one (1) redacted copy if there is information in the Bidder's response that the Bidder considers confidential or proprietary. (See E.6.2.)

C. EVALUATION

D.1 RFP EVALUATION

- C.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, Okla. Stat. §85, et seq.
- C.1.2. Proposals shall be evaluated based on the following items listed in accordance of their importance:
 - a) Technical Response
 - b) Bidder's Past Performance
 - c) Cost Proposal
 - d) Executive Summary

D. RFP GENERAL TERMS AND CONDITIONS

E.1 AMENDMENTS AND 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

- E.2.1 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 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). 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). Failure to do so may delay contract award.

E.3.2 A competitively bid acquisition 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). 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.

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), MFCU (Oklahoma Attorney General's Medicaid Fraud Control Unit) and the U.S. Secretary of the Department of Health and Human Services (hereinafter referred to as Secretary) or and other pertinent State or Federal Agency 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, OHCA, MFCU, 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

E.5.1 Sealed bids shall be opened by the Oklahoma Health Care Authority located at 2401 N.W. 23rd 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

E.6.1 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 submit a copy of the bid with this information redacted. OHCA shall make the final decision as to whether the documentation or information

is confidential.

- E.6.2 If Contractor provides a copy of its bid with proprietary and confidential information redacted and OHCA appropriately supplies the redacted bid to another party under the Oklahoma Open Records Act or other statutory or regulatory requirements, the Contractor agrees to indemnify OHCA and step in to defend its interest in protecting the referenced redacted material.

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

- E.7.1 By submitting a response to this solicitation:

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

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State, or local department or agency;
- b) 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;
- c) 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.7.1 (b) of this certification; and
- d) 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 Date of Award and terminate on June 30, 2012. There shall be an option to renew for five additional one-year periods (July 1st – June 30th) through June 30, 2017. 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 Okla. Stat.. § 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 Okla. Stat. §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**

- E.10.1 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 **TURNOVER PLAN**

- E.12.1 Three 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:
 - a) Proposed approach to turnover;

- b) Identification of documentation and all State-owned DME items;
- c) Identification of documentation in Contractor's possession that is critical to the operation of services;
- d) Transfer of all data in a usable format to OHCA; and
- e) Turnover tasks and schedule.

E.12.2 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.12.3 As requested and applicable, but approximately one (1) month 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.12.4 OHCA may request that the Contractor arrange for the removal of hardware and software or the transfer to OHCA leases of equipment and software, where applicable.

E.13 **DISPUTES**

E.13.1 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**

E. 14.1 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 **INFORMATION TECHNOLOGY ACCESS CLAUSE**

E.15.1 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.

E.15.2 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.15.3 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.16 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.17 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.18 LAWS APPLICABLE

E.18.1 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.18.2 The Contractor shall comply and certifies compliance with the following:

- a) the Age Discrimination in Employment Act, 29 USC §621 et seq.;
- b) the Rehabilitation Act, 29 USC §701 et seq.;
- c) the Drug-Free Workplace Act, 41 USC §701 et seq.;
- d) Title XIX of the Social Security Act (Medicaid), 42 USC §1396 et seq.;
- e) the Civil Rights Act, 42 USC §§2000d et seq. and §§2000e et seq.;
- f) the Age Discrimination in Federally Assisted Programs, 42 USC §6101 et seq.;
- g) Equal Opportunity for Individuals with Disabilities 42 USC §12101 et seq.;
- h) the Oklahoma Worker's Compensation Act, 85 Okla. Stat.. § 1 et seq.;
- i) the Fair Labor Standards Act, 29 USC §201 et seq.;
- j) the Equal Pay Act, Public Law 88-38, 77 Stat. 56.;
- k) the Vietnam Era Veterans Re-adjustment Act of 1974, 38 USC §4212.;
- l) 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.;
- m) 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.;
- n) 45 CFR §§76.105 and 76.110 concerning debarment, suspension and other responsibility matters.;
- o) 74 Okla. Stat. §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.;
- p) 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.;
- q) Federal False Claims Act, 31 USC § 3729-3733; 31 USC § 3801.
- r) By submitting a bid for services, the Bidder certifies that it 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.

- s) Cost Principles for Non-Profit Organizations 2 CFR Part 230 or Federal Acquisition Regulations (FAR) 31.2 <http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/farfars/far/31.htm> if the Contractor is a For Profit Entity.

- E.18.3 The explicit inclusion of some statutory and regulatory duties in this Contract shall not exclude other statutory or regulatory duties.
- E.18.4 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.18.5 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.18.6 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.19 LEGAL CONTRACT

- E.19.1 Submitted bids are rendered as a legal offer and any bid, when accepted by the procuring agency, shall constitute a contract.
- E.19.2 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.20 NON-APPROPRIATION

- E.20.1 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 OHCA's decision as to whether sufficient appropriations are available shall be accepted by the Bidder and shall be final and binding.

E.21 OWNERSHIP OF MATERIALS

- E.21.1 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.22 PARTIES

OKLAHOMA HEALTH CARE AUTHORITY

- E.22.1 OHCA is the single state agency designated by the Oklahoma Legislature through 63 Okla. Stat. §5009(B) to administer Oklahoma's Medicaid Program, known as SoonerCare.
- E.22.2 OHCA has authority to enter into this Contract pursuant to 63 Okla. Stat.. §5006(A) and 74 Okla. Stat.. §85.1. OHCA's Chief Executive Officer has authority to execute this Contract on OHCA's behalf pursuant to 63 Okla. Stat.. §5008(B).
- E.22.3 OHCA states that its mailing address for the purposes of this Contract is as follows:
 - Oklahoma Health Care Authority
 - 2401 N.W. 23rd Street, Suite 1-A
 - Oklahoma City, Oklahoma 73107-2423
 - Attention: Contracts Development
 - Phone Number: (405) 522-7431

CONTRACTOR

- E.22.4 Contractor states that it has the experience and expertise to perform the services required under the Contract.
- E.22.5 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.23 PAYMENTS/REIMBURSEMENT

- E.23.1 Pursuant to 74 Okla. Stat. §85.44(B), invoices will be paid in arrears after services have been provided. All payments shall be paid to the Contractor upon satisfactory performance of the duties in Section A of this RFP in accordance with the pricing submitted by the Bidder/Contractor on the Cost Proposal (Attachment C) submitted during the RFP process. The pricing submitted during the RFP process shall be inclusive of all costs necessary to provide the services required under this RFP. OHCA shall make no separate reimbursement for implementation costs to the Contractor. Contractor shall submit invoices to the following address:

- Oklahoma Health Care Authority
 - Division of Finance, General Accounting
 - P.O. Box 18299
 - Oklahoma City, Oklahoma 73154-0299

E.24 REJECTION OF BID

- E.24.1 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 if 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 580:16-7-32.

E.25 TERMINATION

- E.25.1** Either party may terminate for cause with a thirty (30) day written notice to the other party. Either party may terminate without cause with a sixty (60) day written notice to the other party.
- E.25.2** In the event funding is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to the anticipated Contract expiration date, this Contract may be terminated immediately by OHCA.

ATTACHMENT A- MANDATORY REQUIREMENTS

Tax Identification Number:	
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Board Member Name	Board Member Title	Board Member Contact Information

Business Name	Business Address	Business City	Business County	Business Zip

Date Organization Formed:	
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ATTACHMENT B - CORE DME LIST

1. Augmentative Communication Devices
2. Bath Benches
3. C-PAP's
4. Commodes
5. Gait Trainers
6. Hospital Beds (Semi-Electric)
7. Hospital Beds (Electric)
8. Insulin Pumps
9. Nebulizers
10. Patient Lifts
11. Quad Canes
12. Scooters (Power Operated Vehicles)
13. Shower Chairs
14. Standers
15. Walkers
16. Wheelchairs Power
17. Wheelchairs Manual

**ATTACHMENT C
COST PROPOSAL - DME RECYCLE PROGRAM**

PROPOSED PRICE BY STATE FISCAL YEAR (SFY): JULY 1ST THROUGH JUNE 30TH

	SFY2012	SFY2013	SFY2014	SFY2015
Pick up Medical Equipment from SoonerCare Members' homes				
Sanitizing equipment				
Refurbishing equipment				
Storing equipment per month (including any administration of handling & inventory charges)				
DME Redistribution				
Customer Satisfaction Survey				
Marketing Campaign				
Total Annual Price				