

INVITATION TO BID TERMS AND CONDITIONS

SECTION 1. INTRODUCTION

1.0 ANNOUNCEMENT

The State of Oklahoma (State), by and through its designated SoonerCare agency, the Oklahoma Health Care Authority (OHCA), is issuing an Invitation to Bid (ITB) to provide court reporting services for the Legal Division. The successful bidder will be required to provide services for the purpose of creating records of hearing and other proceedings.

1.1 POINT OF CONTACT

1.1.1 Inquires

This ITB is issued by the Oklahoma Health Care Authority (OHCA), and OHCA shall be the sole point of contact from the date of release of this ITB until the selection of the successful Contractor. OHCA may be contacted at the following address:

1.1.2 Agency Point of Contact

Oklahoma Health Care Authority
4545 N. Lincoln Blvd., Ste. 124
Oklahoma City, OK 73105
Attention: Traylor E. Rains, J.D.
Senior Contract Coordinator
Phone: (405) 522-7202
Fax: (405) 530-3463
Email: Traylor.rains@okhca.org

1.2 ITB CLOSING DATE

Sealed bids submitted in response to this ITB must be received by (OHCA) at the address referenced in section 1.1.2 no later than 5:00 p.m. (CST) on August 24, 2007. Please submit one (1) original. Bids delivered or received after the closing time and date will be deemed non-responsive and shall not be considered.

1.3 COST OF PREPARING BID

All costs incurred by the bidder for proposal preparation and participation in this competitive procurement will be the sole responsibility of the bidders'. The State will not reimburse any bidder for any such costs.

1.4 CONTRACT TERM & RENEWAL OPTION

- A. Contract period is date of award through June 30, 2010. In the event changes to the terms and conditions of this Contract are required by the parties, an amendment to this Contract will be executed by both parties stating the desired change(s). The parties shall have the option to terminate this Contract at any time during the contract term pursuant to Article VI of this Contract.
- B. It is understood and agreed to by the parties hereto that all obligations of OHCA, including the continuance of payments, are contingent upon the availability and continued appropriation of the State and Federal funds, and in no event shall OHCA be liable for any payments in excess of such available appropriated funds.

1.5 GENERAL TERMS AND CONDITIONS

- 1.5.1** Submitted bids are rendered as a legal offer and any bid, when accepted by the State, shall constitute a firm contract.
- 1.5.2** Submitted bids shall be in strict conformity with the instructions to the bidders and shall be submitted on the pricing schedule (see Attachment A).
- 1.5.3** Each bidder may submit only one bid. All bids, quotations, and contracts shall be typewritten or written in ink. Any corrections shall be initialed in ink. Penciled bids or corrections shall not be accepted and shall be rejected as non-responsive.
- 1.5.4** The State reserves the right to reject any bid that does not comply with the requirements and specifications of the bid. A bid shall be rejected when the bidder imposes terms or conditions that would modify requirements of the Invitation to Bid or limit the bidder's liability to the State.
- 1.5.5** The State reserves the right to reject any or all bids received if it is determined to be in the best interest of the State. The State reserves the right to withdraw or cancel the ITB at any time during the procurement process. Issuance of this ITB in no way obligates the State to award or issue a contract or to pay any costs incurred by any bidder a result of such a withdrawal.
- 1.5.6** Clarification pertaining to the contents of this bid shall be directed to the Contracts Coordinator referenced in Section 1.1.2.

1.6 RETENTION OF BIDS

All bids submitted in response to this ITB become the property of the State and will not be returned. All material submitted by bidders' becomes the irrevocable and sole property of the State of Oklahoma. The State of Oklahoma reserves the right to use all concepts, ideas, or configurations, presented in any proposal, whether or not the proposal is selected. All bids submitted and all information contained therein shall be subject to the Oklahoma Open Records Act, 51 O.S. §§24A.1 et seq. (1991).

1.7 AMENDMENTS/MODIFICATIONS

This Contract contains all of the agreements of the parties and no verbal representations from either party that contradict the terms of this agreement are binding. Any amendments to this Contract must be in writing and signed by both parties.

1.8 ASSIGNMENT

Contractor shall not assign or transfer any rights or obligations under this agreement without prior written consent of OHCA.

1.9 LIABILITY/HOLD HARMLESS

The Contractor agrees to indemnify and hold harmless the OHCA or the State of Oklahoma, its officers, employees and consultants from and against any injury, damage, loss or liability to persons or property resulting from or arising out of the acts, omissions, liabilities or obligations of the Contractor in the performance of this contract.

1.10 LEGAL CONSIDERATION

The Contractor agrees to be bound by the laws of the State of Oklahoma and that the solicitation and this Contract shall be constructed and interpreted in accordance with Oklahoma law, regardless of where services are performed, in the event a choice of law situation arises. The Contractor further acknowledges that nothing contained in the ITB, or in this Contract, shall be construed as a waiver of the immunity from liability, which would otherwise be available to the State of Oklahoma under the principles of sovereign immunity. In particular, the Contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising out of this Contract, shall be in accordance with all applicable Oklahoma statutes and the Contractor further covenants not to initiate legal proceedings in any State or Federal court in addition to, or in lieu of, any proceedings available under Oklahoma statutes.

Any action against OHCA, including, but not limited to, actions either for breach of contract or for enforcement of its provisions, or both, shall be commenced within the period provided for in Title 12 O.S. §95(1998 Supp.). All defenses in law or equity shall be reserved to OHCA.

1.11 DISPUTES

The parties shall use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Contract. When a dispute arises between OHCA and the Contractor, both parties will attempt to resolve the dispute pursuant to OHCA Purchasing Rules.

1.12 CONFLICT OF INTEREST

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

1.13 AUDIT AND INSPECTION

The Contractor shall keep such records as are necessary to disclose fully the extent of service provided to SoonerCare recipients and shall furnish records and information regarding any claim for providing such service to OHCA, the Oklahoma Attorney General's SoonerCare Fraud Control Unit (MFCU), and the Secretary of the U.S. Department of Health and Human Services (hereinafter Secretary) for six years from the date of service. The Contractor shall not destroy or dispose of records, which are under audit, review or investigation when the six-year limitation is met. The Contractor shall maintain such records until informed in writing by the auditing, reviewing or investigating agency that the audit, review or investigation is complete.

Authorized representatives of 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 as provided by 56 O.S. § 222 and 42 C.F.R. § 431.107.

Pursuant to 74 O.S. § 85.41, OHCA and the Oklahoma State Auditor and Inspector shall have the right to examine the Contractor's books, records, documents, accounting procedures, practices, or any other items relevant to this Contract.

1.14 CONFIDENTIALITY

Contractor agrees that SoonerCare recipient information is confidential and is not to be released to the general public under 42 U.S.C. § 1396a(7), 42 C.F.R. § 431:300-306 and 63 O.S. § 5018 (Supp.1996). Contractor agrees not to release the information governed by these SoonerCare recipient requirements to any other state agency or public citizen without the approval of OHCA.

The Federal Privacy Regulations and the Federal Security Regulations as contained in 45 C.F.R. Parts 160-164 that are applicable to such party as mandated by that Health Insurance and Portability and Accountability Act of 1996 (HIPAA).

51 Okla. St. § 24A.12 protects litigation files and investigatory reports of OHCA attorneys from mandatory disclosure under the Oklahoma Open Records Act.

Contractor agrees that deposition transcripts become part of the litigation file and therefore agrees to not release any information governed by the Act without the prior approval of OHCA.

SECTION 2. SCOPE OF WORK/CONTRACTOR RESPONSIBILITIES

2.0 General Provisions

This section describes the qualifications and scope of work the Contractor shall perform under the terms of this Contract. All work shall be performed upon the request of OHCA.

- 2.1** The Contractor shall attend and record (via transcription equipment) depositions, public hearings, court hearings and legal proceedings. From these various activities, the Contractor is required to transcribe a record suitable for filing with State and Federal courts and administrative appellate forums. Contractor shall have a conference room available to conduct depositions. Contractor shall provide an index along with the transcribed documents. The transcripts shall be provided to OHCA in 1) print form, 2) CD-ROM and 3) MS Word format copy emailed to the OHCA legal division upon completion to Michele.Stafford@okhca.org.
- 2.2** Contractor shall prepare and serve subpoenas and perform other services(s) of process necessary in the course of OHCA business.
- 2.3** Contractor shall produce photo copies of reports specified by OHCA. Photocopies shall be produced on copy paper that is suitable for reproduction by OHCA and in accordance with the Open Records Act, 51 O.S. §§24A.1 et seq. Contractor shall provide OHCA with a transcribed copy on an ASCII Disk or its equivalent.
- 2.4** Work will be arranged via telephone call from the General Counsel or Deputy General Counsel. Contractor shall be available to perform services with as little as a 24-hour oral or written notification to the Contractor. The oral request will be followed up by a written description of the work to be prepared by the Contractor. Instructions will include description of work needed and location where work will be performed.
- 2.5** Travel, including overnight stays, may be required of the Contractor. The Contractor must have suitable transportation to travel within the State. Travel expenses outside of the Oklahoma City Metro area incurred by the Contractor in the performance of this contract will be reimbursed by the OHCA in accordance with the Oklahoma State Travel Act. Travel expenses incurred within the Oklahoma City Metro area will not be reimbursed by the OHCA.

SECTION 3. LAWS APPLICABLE

- 3.0** The parties to this Contract acknowledge and expect that over the term of this Contract laws and regulations may change. Specifically, the parties acknowledge and expect (i) federal SoonerCare statutes and regulations, (ii) State SoonerCare statutes and rules, and (iii) state statutes and rules governing

practice of health-care professions may change. The parties shall be mutually bound by such changes.

3.1 The Contractor shall comply with the following where applicable:

- (i) the Age Discrimination in Employment Act, 29 U.S.C. § 621 et seq.;
- (ii) the Rehabilitation Act, 29 U.S.C. § 701 et seq.;
- (iii) the Drug-Free Workplace Act, 41 U.S.C. § 701 et seq.;
- (iv) Title XIX of the Social Security Act (SoonerCare), 42 U.S.C. § 1396 et seq.;
- (v) the Civil Rights Act, 42 U.S.C. § 1971 et seq.;
- (vi) the Age Discrimination Act, 42 U.S.C. § 6101 et seq.;
- (vii) the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.;
- (viii) the Oklahoma Worker's Compensation Act, 85 O.S. § 1 et seq.;
- (ix) the Fair Labor Standards Act, 29 U.S.C. § 201 et seq.;
- (x) the Equal Pay Act, Public Law 88-38;
- (xi) the Vietnam Era Veterans Re-adjustment Act of 1974, Public Law 93-509;
- (xii) 31 U.S.C. § 1352 and 45 C.F.R. § 93.100 et seq., which (1) prohibit use of federal funds paid under this Agreement to lobby Congress or any federal official to enhance or protect the monies paid under this Agreement and (2) require disclosures to be made if other monies are used for such lobbying;
- (xiii) 5 U.S.C. § 1352 and 45 C.F.R. § 741.1 et seq. and 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;
- (xiv) Contractor certifies that it complies with 45 C.F.R. Part 76, §§76.105 and 76.110, Debarment, Suspension and other Responsibility Matters; and,
- (xv) 74 O.S. §§ 85.44(B)(C) and 45 C.F.R. §74.34 with regard to equipment (as defined by U.S. Office of Management and Budget Circular A-87) purchased with monies received from OHCA pursuant to this Contract.

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

3.3 All questions pertaining to validity, interpretation, and administration of this Contract shall be determined in accordance with the laws of the State of Oklahoma, regardless of where any service is performed.

- 3.4** 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 the United States District Court for the Western District of Oklahoma.
- 3.5** 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.

SECTION 4. PAYMENTS/REIMBURSEMENT

- 4.0** In consideration of payment for the performance of the services enumerated in Section 2 of this ITB, OHCA agrees to make payment based upon a firm fixed price per page or per hour as submitted by the Contractor in accordance with Attachment A. Payments shall be issued to Contractor upon completion of work, and not before.
- 4.1** The quantities specified in Attachment A pricing schedule of this ITB for court reporting services are estimated. Pricing will be determined using the Contractor's stated unit price based on the total job as provided in the pricing schedule. However, Contractor shall bill OHCA based on the unit price for actual jobs completed.
- 4.2** Contractor shall submit a proper invoice for services rendered in order to receive payment. A proper invoice is one which contains, at a minimum, the following information: 1) Contractor name; 2) telephone number; 3) FEI or vendor number; 4) invoice number; 5) purchase order number (were applicable); 6) description of service(s); 7) date(s) of service; and, 8) amount(s) billed. Contractor shall maintain documentation of all billed charges and shall make such documentation available to OHCA upon request or as otherwise stated in this Contract. Unless otherwise specified in this Contract, all travel costs shall be included in and paid against the total contract amount. Contractor shall submit invoices to the following address:
- Oklahoma Health Care Authority
Division of Finance, General Accounting
P.O. Box 18299
Oklahoma City, OK 73154
- 4.3** OHCA shall have forty-five (45) days from the date that a proper invoice is received by OHCA to pay claims pursuant to the terms of this Agreement. If OHCA fails to pay and invoice within that time, Contractor shall have right to interest upon the invoice amount consistent with 62 Okla. Stat. Section 41.4.
- 4.4** Contractor shall have the latter of (a) ninety (90) days from the final date of service(s) rendered under the terms of this Contract; or (b) ninety (90) days from the expiration of this Contract to submit invoice(s) for payment. OHCA will not be held responsible for payment of invoices submitted in excess of these time limitations.

SECTION 5. EVALUATION

5.0 The State of Oklahoma will conduct a comprehensive, fair, and impartial evaluation of bids based on the “lowest and best” criteria defined in the Oklahoma Central Purchasing Act found at Title 74, §85.2(19).

5.1 The estimated volume of materials and the unit price per page/hour specified in the Attachment A pricing schedule will be used to evaluate the bids. The total cost of all services provided shall be determined by calculating the estimated volume times the exact unit bid price submitted for each category of service requested. A reference of past performance will also be taken into consideration.

5.2 References

All bidders must provide three (3) references with this ITB. Reference information must include: 1) Company Name; 2) Contact Name, and 3) Telephone Number.

SECTION 6. TERMINATION

6.0 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.

In the event funding of the SoonerCare Program from State, Federal or other sources 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 or modified as needed immediately by the OHCA upon notification to the contractor. The OHCA shall be obliged to pay the Contractor for all services rendered prior to the issuance of said notification.

**ATTACHMENT A
PRICING SCHEDULE**

ESTIMATE OF REQUIRED SERVICES

1. Approximately 1125 pages of deposition of original transcription and 2 copies.
2. Approximately 286 hours of recording from hearings of un-transcribed recordings.
3. Approximately 1000 pages of transcribed hearing notes of original transcription and 2 copies.
4. Approximately 1000 pages of photocopies.

PRICING SCHEDULE

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| 1. Deposition of original transcription | Price per Page _____ |
| 2. Recording from hearings of un-transcribed recordings | Price per Hour _____ |
| 3. Transcribed hearing notes | Price per Page _____ |
| 4. Photocopies | Price per Page _____ |
| 5. Preparation of Subpoenas | Price per Hour _____ |
| 6. Service of Subpoenas | Price per Service _____ |

