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| **Competitive Bid No:** | | | | | | | 63198578-BMB | | | | | | |  | | **No Bid Received After:** | | | | | | | | | | | | | 3:00 PM CST July 7, 2015 | | | | | |
|  | | | | |  | | | | | | | | |  | | **This bid will be publicly opened at the specified date and time.** | | | | | | | | | | | | | | | | | | |
|  |  | | | | | | | | | | | | | | | | | | | | | | | | |  | | |  | | | |  | |
| **Buyer:** | Brandi Brown, [brandi.brown@okstate.edu](mailto:brandi.brown@okstate.edu), 918-594-8330 | | | | | | | | | | | | | | | | | | | | | | | | |  | | | **PURCHASING DEPARTMENT**  **OKLAHOMA STATE UNIVERSITY**  **CENTER FOR HEALTH SCIENCES**  **& OSU-TULSA**  **700 N. GREENWOOD AVENUE**  **TULSA, OK 74106** | | | | | |
|  | | | |  | | | | | |  | | | | | | | | | RETURN  SEALED BIDS TO: | | | | | | | | | |
| F.O.B. Destination | | | | | |  | | Center for Health Sciences | | | | | | | | | | |
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| BIDDER AGREES TO COMPLY WITH ALL TERMS AND CONDITIONS | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| ITEM NO. | | QUANTITY | | | DESCRIPTION | | | | | | | | | | | | | | | | | | | | | | | | | | UNIT PRICE | | | AMOUNT |
|  | |  | | | **\*\*\*\*\*ADDENDUM #1\*\*\*\*\***  Sealed bids will be opened at 3:00 PM CST July 7, 2015 at OSU-Tulsa North Hall Suite 253 | | | | | | | | | | | | | | | | | | | | | | | | | |  | | |  |
|  | |  | | | This addendum is to respond to vendor questions previously submitted.  All other specifications remain the same. Please note receipt of the addendum on bid by initialing here:  This page should be initialed and returned with the bid. | | | | | | | | | | | | | | | | | | | | | | | | | |  | | |  |
|  | |  | | | **PLEASE MARK OUTER ENVELOPE:** | | | | | | | | | | | | **SEALED BID:** | | | | 63198578-BMB | | | | | | | | | |  | | |  |
|  | |  | | |  | | | | | | | | | | **DUE DATE:** | | | | | | 07/07/15 3:00 PM CST | | | | | | | | | |  | | |  |
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|  | |  | | | **THIS BID IS INVALID IF NOT SIGNED** | | | | | | | | | | | | | | | | | | | | | | | | | |  | | |  |
| **IMPORTANT** | | NON-COLLUSION AFFIDAVIT: | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | |  |
| STATE OF |  | | | | | | | | | COUNTY OF | | | | | |  | | | | | of lawful age, being first duly sworn on oath says that: | | | | | | | | | | | |
| 1. (s)he is the duly authorized agent of | | | | | | | | |  | | | | | | | | | | | | | | | | | , the bidder and/or contractor submitting the | | | | | | |
| the competitive bid and/or procuring the contract which is attached to the statement 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 the bid to which this statement is attached: 2. (s) he is fully aware of the facts and circumstances surrounding the making of the bid and/or the procurement of the contract to 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, d) to paying, giving or donating or agreeing to pay, donate to any officer or employee of the State of Oklahoma, any money or other thing of value, either directly or indirectly, in procuring the contract to which his statement is attached. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **COMPANY** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | **DATE** | | | | | |
| BIDDER | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | |
| **SIGNED BY** | | | | | | | | | | | | | | | | | | | | **NAME** | | | | | | | | | | | | | | | |
| NAME & TITLE | | | | | | | | | | | | | | | | | | | | | | PLEASE PRINT | | | | | | | | | | | | | |
| **ADDRESS** | | | | | | | | | | | | | | | | | | | | | | **VENDOR FEI OR SS NUMBER** | | | | | | | | | | | | | |
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| **CITY, STATE, & ZIP** | | | | | | | | | | | | | | | | | | | | | | | | **DAYS REQUIRED FOR DELIVERY** | | | | | | | | **TERMS** | | | |
|  | | | | | | | | | | | | |  | | | | | | | | | | | |  | | | | | | | | | | |
| **PHONE** | | | | | | | | | | | | | **FAX** | | | | | | | | | | | | **EMAIL** | | | | | | | | | | |
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| This submitted as a legal offer and acceptance by the Oklahoma State University Purchasing Department constitutes a binding contract. BIDS MUST BE RETURNED ON THIS FORM AND/OR ATTACHED PAGES. RE-COPIED LISTS WILL NOT BE ACCEPTED. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

Notes:

1. This unit is very slow with average census of 4 and only 30-40 delivery per month. We also do not have a surgeon at this time, therefore all surgical babies are transported out. These conditions are temporarily and we hope to change back soon.
2. In the event a bidder has special requests to any Terms & Conditions or specifications, it is recommended that he/she note that in their bid submittal. OSU-CHS will review and coordinate with bidder.
3. No other questions are being accepted at this time.

Below are questions that have been submitted for bid #6198578-BMB. Please note that the questions may have been altered for anonymity.

Q1. Do we need to obtain provider information such as CV, licenses, certificates etc… to submit w/ the bid.  Meaning the doctor’s that will be working the potential job opportunity.

*A1. No, we don’t need to get a CV at this time because we contract with a company not doctor. If the company has a new doctor, they typically send me their CV before approval.*

Q2. In 8.0, item B you stated …will do PDA ligation as well as simple neonatal surgery.”  What procedures are included in “simple neonatal surgery” – could you please elaborate what is required?

*A2. There was a typo, the item should have read: “Level 3 B, no open heart surgery, no ECMO and no INO, but will keep any tiny baby with PDA ligation as well as simple neonatal surgery.”*

*Simple surgery refers to hernia repair, circumcision, liver biopsy. The neonatologist is required to be comfortable taking care of these pre & post op babies, not to actually do the surgery.*

Q3. Can you provide a full list of procedures required?

A3. See attachment “NEONATOLOGY PRIVILEGES”

Q4. What certifications are required?

*A4. The certificates required are American board certification in Neonatal-perinatal medicine, and NRP certification (resuscitation certification)*

Q5. How many hours of locums did you use last year?

*A5. Hours for locum varies, but approximately 1,200 hours used last year.*

Q6. Is there a Nurse Practitioner for backup?

*A6. No NNP back up, the locum Neonatologist is on call by themselves. They will also attend high risk deliveries during their shift*

Q7. What type of support staff is available after 3pm?

*A7. The support staff after 3 pm are nurses and RTs; there may be a resident rotating in the NICU during the day but they typically leave by 5:00 pm.*

Q8. Is there a Neonatal NP after 3pm?

A8. No NNP after 3 pm

Q9. Is there an indemnification clause we need to be aware of?

*A9. We cannot indemnify. We would agree to leaving this subject silent.*

Q10. Can any language changes be made to the terms/conditions? (ie…insurance, invoicing, etc).

*A10. Our terms and conditions are standard. Should you need to change ours, then include a document with your response requesting said changes.*

*Vendor shall complete our bid form and include a copy of their contract which we will review and request changes to terms and conditions as necessary, in the event we wish to award to your company.*

Q11. What are the payment terms?

*A11. Per statute, we have 45 days after receipt of invoices and services.*

Q12. Are negotiations done before or after award?

*A12. We would notify vendor of anticipated award but coordinate with them regarding the terms of the contract prior to officially issuing an award letter.*

Q13. Who is the current vendor for these services?

*A13. We have multiple vendors for this service.*

Q14. What are the current vendor’s rates?

*A14. We have multiple vendors and multiple rates.*

Q15. What is the annual budget for this contract?

*A15. Unknown, services will be on an as-needed basis.*

Q16. How many current needs do you have?

*A16. The intent of this bid is to qualify vendors to provide NICU services on an as-needed basis.*

Q17. If we are awarded, but can’t agree to terms…can we withdraw our proposal without penalty?

*A17. This is a multiple award. If you are awarded for the overall contract, then you will be placed on a pre-approved list to provide services. When an assignment arises, you may be contacted to provide services. If you cannot provide a Neonatologist for that assignment, we will request another vendor to do so. Assignments are not guaranteed but are requested on an as-needed basis.*

*If during the contract negotiations, both parties cannot come to agreement on certain terms and conditions, vendor may withdraw their bid.*

Q18. Can we submit a rate range for our pricing?

*A18. No*

Q19. General Terms and Conditions, Section 1.0.1.  Does the Invitation to Bid contain all of the “General” and “Special Conditions” referenced in this section?

*A19. Terms listed are part of our standard boilerplate. In the event, a vendor is deemed a pre-approved vendor for award, we will work with said vendor directly regarding the terms of their contract that both parties can agree to.*

Q20. General Terms and Conditions, Section 1.0.4 - Status Verification System. Bidder can agree to this requirement for its employees only.  The physicians furnished by Bidder will be independent contractors of Bidder and therefore, this requirement is not applicable for the physicians.  Is this acceptable?

*A20. Please note this in your bid response.*

Q21. General Terms and Conditions, Section 1.5.1 – Insurance. The first sentence of this section is quite broad.  What are the specific insurance requirements for this Invitation to Bid?  Can the language be revised to detail those specific requirements? Bidder maintains the insurance set forth below.  Are these limits sufficient/acceptable?

1. Worker’s Compensation as required by law.  Such coverage will apply to Bidder’s employees only (not the independent contractor physicians furnished by Bidder to perform locum tenens services)
2. Professional Liability Insurance with limits of $1,000,000 per incident and $3,000,000 in the aggregate.
3. General Liability Insurance with limits of $1,000,000 per incident and $3,000,000 in the aggregate.  Bidder can agree to name OSU Center for Health Sciences as an additional insured on this policy only.

*A21. Bidder may provide a copy of their Worker’s Comp & General Liability for verification purposes. The required insurance is listed in 4.0 A.*

Q22. General Terms and Conditions, Section 1.6.1 – Affidavit of Completion.  Will an Affidavit of Completion be required for this contract?

*A22. This is part of our boilerplate terms and conditions. Please disregard as it does not apply.*

Q23. Business Associate Agreement.  Is OSU agreeable to clarifying that, as used in this Business Associate Agreement, all references to “subcontractors” and “agents” of Business Associate shall exclude the independent contractor physicians furnished to provide locum tenens services pursuant to any underlying agreement?  The reason for this requested change is that Bidder does not disclose PHI to the physicians or give or control the access the physicians have to client’s PHI.

*A23. Please note your requested changes in your response.*

**ATTACHMENT:** NEONATOLOGY PRIVILEGES (for Sample purposes only)







