

Oklahoma Primary Care Association
6501 N. Broadway Ext, Ste 200
Oklahoma City, OK 73116



REQUEST FOR PROPOSAL
RFP# 001-2022

**RFP Title: Security Risk
Assessments & Breach
Mitigation Response Planning**

Issue Date: March 16, 2022

Close Date/Time: April 1, 2022 @ 2:00 PM CST

SCOPE OF WORK

Summary

Oklahoma Primary Care Association (OKPCA) invites interested Suppliers to submit Proposals to provide services for **Security Risk Assessments & Breach Mitigation Response Planning**.

Suppliers shall submit their responses and include all pages of the original RFP, including Addendums, via email to: finance@okpca.org Please reference the Request for Proposal number, closing date and time in the subject line of the email and include the Suppliers name and address in the body of the email. Submissions need to be signed electronically or signed and scanned as **ONE (1) Complete PDF file** on all signature pages.

1. Oklahoma Primary Care Association is soliciting service proposals for Annual Security Risk Assessments (SRAs) and Annual Breach Mitigation and Response Planning services for up to 21 Oklahoma Community Health Centers.
2. The successful bidder will work directly with the OKPCA Project Grant Officer to ensure the successful implementation of the services as described above.

GENERAL INFORMATION:

RFP Evaluation Criteria

The evaluation of each Response to this RFP will be based on its overall competence, compliance, format, and organization. Pricing will be a criterion, but not necessarily the one receiving the most weight.

Schedule of Events

The following schedule will apply to this RFP but may change in accordance with the OKPCA'S needs:

3-16-22	Issue RFP
3-29-22	5:00 PM CST last date and time OKPCA will accept questions for this RFP
3-30-22	Projected last date OKPCA will issue an addendum
4-1-22	RFP Closes at 2:00 PM, CST
4-14-22	Complete Evaluations
4-15-22	Award Notification
4-18-22	Commence Service

Contract Format

The award notice will be a contract in the form of a document package comprising:

- All specifications, terms, conditions, and other particulars addressed by this RFP, whether in its original form or as amended by addenda.
- Each Successful Supplier's Responses, affidavits, certifications, and other information provided hereunder.
- The results of any final negotiations on those matters eligible for negotiation; and
- Any additional agreements and/or stipulations.

Contract Modification

No change or modification to a contract resulting from this RFP shall take effect until all parties have agreed in writing to such change or modification.

Choice of Law and Venue

The resulting Contract, its validity, and disputes arising under it shall be governed by, construed, and enforced in accordance with the laws of the State of Oklahoma, without regard to its choice of law provisions. The parties agree that any legal action relating to this Contract shall be filed in a court of competent jurisdiction in the State of Oklahoma, to which jurisdiction and venue the parties expressly agree.

No Obligation to Select Lowest Pricing

OKPCA is under no obligation whatsoever to select as most responsive the Proposal that demonstrates the lowest pricing.

References

Please provide the names and phone numbers of five (5) customer references using the products or services specified in the section titled "Detailed Specifications."

Customer Company Name	Contact Person	Telephone Number

Oklahoma Primary Care Association

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EEO Certificate of Compliance - Contracts over \$10,000

Explanation. This certificate is required under Executive Order 11246 (as amended). In entering into any resulting contract over \$10,000, the Supplier agrees to comply with the Equal Employment Opportunity requirements stipulated in Executive Order 11246 as amended by Executive Order 11375 and 11141 and as supplemented in Department of Labor regulations (41 CFR Part 60-1.4(a), 60-300.5(a) and 60-741.5(a) et. seq.).

Action. Please ensure it is duly completed and correctly executed by an authorized officer of your company.

Equal Opportunity Clause

During the performance of this/these contract(s) the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, sex, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to their race, sex, religion, color, national origin, political beliefs, or veteran's status. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, stated that all qualified applicants will receive consideration for employment without regard to race, sex, religion, color, national origin, political beliefs, or veteran's status.

The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations and relevant orders of the Secretary of Labor.

The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The contractor will include the provisions of Paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or Supplier.

The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or Supplier as a result of such direction, the contractor may request the United States to enter such litigation to protect the interests of the United States.

Certification of Non-segregated Facilities

By the submission of this bid and/or acceptance of purchase order(s) during the above period, the bidder, offerer, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained.

He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offerer, applicant, or subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, sex, religion, color, national origin, political beliefs, or veteran's status, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods).

Disabled Veteran and Vietnam Era Veteran Affirmative Action Program Requirements

In entering into any contract which exceeds \$10,000, the bidder agrees to comply with Disabled Veteran and Vietnam Era Veteran Affirmative Action Program Requirements as stipulated in Public Law 93-508 and all amendments thereto. Failure to comply with the requirements of Public Law 93-508, Title 41, CFR60-250 and Title 41, CFR60-741 and all amendments thereto shall be deemed a material breach of this agreement and shall subject this contract to cancellation and rescission at the option of the University of Oklahoma. Copies of the applicable portions of this law are available from the University of Oklahoma Purchasing Office if required.

These provisions must be included in any subcontracts awarded involving this bid.

CERTIFICATION

If awarded this contract _____ agrees to comply with all above provisions. (Company)

(Signature)

(Name and Title)

(Date)

For questions regarding this Request for Proposal contact:

Elizabeth Foreman, Finance Director, email:eforeman@okpca.org

Phone (405) 252-9653

Oklahoma Primary Care Association

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Close Date/Time 4/1/22 – 2:00 PM CST

Certification of Proposal (Supplier completes)

Explanation. This certification attests to the Supplier's awareness of and agreement to the content of this RFP and all accompanying provisions contained herein.

Action. Please ensure it is duly completed and correctly executed by an authorized officer of your company.

This Proposal is submitted in Response to Request for Proposal number R-001-2022 issued by Oklahoma Primary Care Association. The undersigned, as a duly authorized officer, hereby certifies that

(Company)

agrees to be bound by the content of this Proposal and agrees to comply with the terms, conditions and provisions of the referenced Request for Proposal (RFP) and any addenda thereto in the event of an award. Exceptions may be noted only as stated in the RFP. The Proposal shall remain in effect for a period of ninety (90) calendar days as of the Due Date for Responses to the RFP.

Person(s) authorized to negotiate in good faith on behalf of this firm for purposes of this Request for Proposal are:

(Name)

(Title)

(Name)

(Title)

Signature

Printed

Title

Date

F.E.I.

This project is supported by grant number H2QCS30251 from the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS). The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by HRSA, HHS, or the U.S. Government. For more information, please visit HRSA.gov.

For questions regarding this Request for Proposal contact:

Elizabeth Foreman, Finance Director, email: eforeman@okpca.org

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