State of Oklahoma
Office of Management and Enterprise Services/ISD Procurement

Solicitation

1. Solicitation #: 2900000088

2. Solicitation Issue Date: 11/14/2013

3. Brief Description of Requirement:

Work Opportunity Tax Credit Program

The Office of Management and Enterprise Services (OMES), on behalf of the Oklahoma Employment Security Commission (OESC) is accepting proposals from qualified suppliers for a proven and successfully developed and implemented, web based, vendor hosted solution to support The Work Opportunity Tax Credit Program.

4. Response Due Date: 12/17/2013 **Time: 3 p.m. CST**

5. Issued By and Return Sealed Bid To:

Office of Management & Enterprise Services
3115 N. Lincoln Blvd.
Oklahoma City, OK 73105

6. Contracting Officer:

Name: Hurtisine Franklin

Phone: (405) 521-6419

Email: Hurtisine.Franklin@omes.ok.gov

7. Solicitation Type: Request for Proposal

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A. GENERAL PROVISIONS

The following provisions shall apply where applicable to the solicitation.

A.1. Definitions

As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:

A.1.1. "Acquisition" means items, products, materials, supplies, services and equipment a State agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;

A.1.2. "Addendum" means a written modification to a contract.

A.1.3. "Alteration" means a modification an offeror makes to a solicitation response prior to the response due date.

A.1.4. "Alternate or alternative offer" means an offer, which contains an intentional substantive variation to a basic provision, specification, term or condition of the solicitation.

A.1.5. "Amendment" means a written change, addition, correction, or revision to a solicitation made by the state agency responsible for making the acquisition.

A.1.6. "Bid" means an offer in the form of a bid, proposal or quote an offeror submits in response to a solicitation;

A.1.7. "Bidder" means an individual or business entity that submits a bid or proposal in response to an invitation to bid or a request for proposal. When used in this Chapter, bidder is synonymous with a "supplier" , "vendor", or "offeror" responding to a solicitation.

A.1.8. "Business Entity" means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, limited liability limited partnership, sole proprietorship, joint stock company, consortium, or other legal entity recognized by statute;

A.1.9. "COTS" means Commercial off the Shelf.

A.1.10. "Contract" means the final agreement under which the services and/or products shall be governed.

A.1.11. "Contractor" means the Business Entity with whom the State enters into this contract.

A.1.12. "Close of business" means 5:00PM Central Time.

A.1.13. "Closing Date" is the date the RFP closes, also proposal opening date, and response due date;

A.1.14. "Government Entities" means State Agencies, Boards, Commissions, Authorities, Oklahoma Counties, Cities, Schools, Hospitals, Regents of Higher Education, Colleges, Universities, Municipalities, or political subdivisions;

A.1.15. Minor Deficiency or "minor informality" means an immaterial defect in a response or variation in a bid from the exact requirements of a solicitation that may be correct or waived without prejudice to other offerors. A minor deficiency or informality does not affect the price, quantity, quality, delivery or conformance to specifications and is negligible in comparison to the total cost or scope of the acquisition.

A.1.16. "Offer" shall be synonymous with "bid", "proposal", "quote" or other similar term;

A.1.17. "Offeror" shall be synonymous with "vendor", "bidder", or other similar term;

A.1.18. "OMES" means the Office of Management and Enterprise Services for the State of Oklahoma.

A.1.19. "Procuring Agency" means the State of Oklahoma Agency initiating the procurement.

A.1.20. "Request for Information or RFI" means a non-binding procurement practice used to obtain information, comments, and feedback from interested parties or potential suppliers prior to issuing a solicitation.

A.1.21. "State" means the government of the State of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of Oklahoma. References to "State" in this document refer to the Office of Management and Enterprise Services - ISD.

A.1.22. "State Agency" includes any office, officer, bureau, board, counsel, court, commission, institution, unit, division, body, or house of the executive or judicial branches of the State government, whether elected or appointed, excluding only political subdivisions of the State.

A.1.23. "State CIO" is the State Chief Information Officer, as used herein the CIO has the same authority as the State Purchasing Director for all IT and Telecommunications purchasing and are used interchangeably.

A.1.24. "Solicitation" means a request or invitation by the State Purchasing Director or a State agency for an offeror to submit a priced offer to sell acquisitions to the State. A solicitation may be an invitation to bid, request for proposal, or a request for quotation;

A.1.25. Offer Submission

A.1.26. Submitted offers shall be in strict conformity with the instructions to offeror, and shall be submitted with a completed "Responding Bidder Information" OMES Form 076OSF, and any other forms completed as required by the solicitation.

A.1.27. Offers shall be submitted to the State Agency identified in the front page of this solicitation, in a single envelope, package, or container and shall be sealed. The name and address of the offeror shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

A.1.28. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", OSF Form 004ISD, must be made out in the name of the offeror and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.

A.1.29. All offers shall be legibly written or typed. Any corrections to offers shall be initialed. Penciled bids and penciled corrections shall NOT be accepted and shall be rejected as non-responsive.

A.1.30. All offers submitted shall be consistent with the Oklahoma Central Purchasing Act, the Central Purchasing Rules, and subject to the Information Services Act and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein, all of which are made part of this solicitation.

A.1.31. By submitting a proposal, contractor agrees not to make any claims for damages or have any rights to damages, because of any misunderstanding or misrepresentation of the specifications or because of any misinformation or lack of information.

A.1.32. If a contractor fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the contractor, or an error that reasonably should have been known by the contractor, the contractor shall submit a proposal at its own risk; and if awarded the contract, the contractor shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a contractor takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.

A.1.33. Offeror should note that this solicitation reflects those changes in the existing operation to increase efficiencies and streamline business environment in the State of Oklahoma. All previous solicitations or resultant contracts should not be either depended upon, perceived or interpreted to have any relevance on this exclusive solicitation.

A.1.34. Solicitation Amendments

A.1.35. If an "Amendment of Solicitation", OMES Form 011OSF (or other format as provided), is issued, then the offeror shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the offer or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. The State must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the offer to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.

A.1.36. 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 State.

A.1.37. It is the contractor's responsibility to check the State's website frequently for any possible amendments that may be issued. The State is not responsible for the contractor's failure to download any amendment documents required to complete a solicitation.

A.2. Offer Change

If the offeror needs to change an offer prior to the solicitation response due date, a new offer shall be submitted to the State with the following statement "This offer supersedes the offer previously submitted" in a single envelope, package, or container and shall be sealed. The name and address of the offeror shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

A.3. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

By submitting an offer to this solicitation:

A.3.1. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:

A.3.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State of Oklahoma or local department or agency;

A.3.1.2. Have not within a three-year period preceding this solicitation 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;

A.3.1.3. 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 A.5.1.2. of this certification; and

A.3.1.4. Have not within a three-year period preceding this solicitation had one or more public (Federal, State or local) contracts terminated for cause or default.

A.3.2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its offer.

A.4. Offer Public Opening

Sealed offers MAY BE OPENED UPON PUBLIC REQUEST, by the requesting agency identified in the front page of this solicitation, at the time and date specified in the solicitation as Response Due Date and Time.

A.5. Offers Subject To Public Disclosure

A.5.1. Unless otherwise specified in the Oklahoma Open Records Act, Central Purchasing Act, or other applicable law, documents and information an offeror submits as part of or in connection with an offer are public records and subject to disclosure. Offerors claiming any portion of their offer as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. It is the sole discretion of the State CIO shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. §85.10.

A.5.2. If the CIO agrees the information is proprietary, ISD will maintain the information as Confidential. If the CIO does not acknowledge the information as proprietary, ISD will return or destroy the information with proper notice to the offeror and the evaluation will be completed without consideration of the information marked Proprietary.

A.5.3. PROPOSALS MARKED, IN TOTAL, AS PROPRIETARY and/or CONFIDENTAIL SHALL NOT BE CONSIDERED.

A.6. Oklahoma Open Records Act

Proposals are subject to public disclosure in accordance with the Open Records Act. To the extent permitted by the Oklahoma Open Records Act, 51 O. S. (2001) § 24A.1-27, the offerors proposals will not be disclosed, except for purposes of evaluation, prior to approval by the CIO of the resulting contract. All material submitted becomes the property of the State of Oklahoma. Proposals will not be considered confidential after a contract is awarded except that information in the proposal determined to be confidential by the CIO

shall continue to be considered confidential.

A.7. Late Offer

Offers received by the State after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.

A.8. Legal Contract

A.8.1. Submitted offers are rendered as a legal offer and when accepted by the State, shall constitute a contract.

A.8.2. The contract resulting from this solicitation shall consist of the following documents in order of preference: State of Oklahoma Statutes, contract award documents, including but not limited to the Purchase Order, Contract Modifications, required certification statement, and change orders; the solicitation including any amendments; and the successful offer to the extent that the offer 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 offer.

A.8.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

A.8.4. All transactions related to this solicitation, and any contract resulting therefrom, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

A.9. Pricing

A.9.1. Offers shall remain firm for a minimum of one-twenty (120) days from the solicitation closing date.

A.9.2. Offerors guarantee unit prices to be correct.

A.9.3. In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the contractor in performance of the contract shall be included in the total bid price/contract amount.

A.9.4. All costs incurred by the offerors for proposal preparation and participation in this competitive procurement shall be the sole responsibility of the offerors. The State of Oklahoma shall not reimburse any offeror for any such costs.

A.10. Firm Fixed Price

Unless the solicitation specifies otherwise, an offeror shall submit a firm, fixed price for the term of the contract.

A.11. Pricing Requirements

If offeror pricing does not meet requirements of a solicitation, the offer may be considered non-responsive.

A.12. Manufacturers' Name and Approved Equivalents

Unless otherwise specified in the solicitation, manufacturers' names, brand names, information, and/or catalog numbers listed in a specification are for information and not intended to limit competition. Offeror may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any item(s). However, if offers are based on equivalent products, indicate on the offer form the manufacturer's name and number. Offeror shall submit sketches, descriptive literature, and/or complete specifications with their offer. Reference to literature submitted with a previous offer shall not satisfy this provision. The offeror shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Offers that do not comply with these requirements are subject to rejection.

A.13. Rejection of Offer

The State reserves the right to reject any offers that do not comply with the requirements and specifications of the solicitation. An offer may be rejected when the offeror imposes terms or conditions that would modify requirements of the solicitation or limit the offeror's liability to the State. Other possible reasons for rejection of offers are listed in OAC 580:15-4-11

Attempts to impose unacceptable conditions on the State, or impose alternative terms not in the best interest of the State shall not be tolerated. Continued attempts to impose unacceptable conditions or terms on the State shall result in a determination of your non-responsiveness of your offer due to the lack of compliance with the terms and conditions of negotiation or the solicitation.

A.14. Award of Contract

A.14.1. The State may award the contract to more than one offeror by awarding the contract(s) by item or groups of items, or may award the contract on an ALL OR NONE basis, whichever is deemed by the State to be in the best interest of the State of Oklahoma.

A.14.2. Contract awards shall be made to the lowest and best offer(s) unless the solicitation specifies that best value criteria is being used.

A.14.3. In order to receive an award or payments from the State of Oklahoma, vendor must be registered. The vendor registration process can be completed electronically through the DCS website at the following link: **https://www.ok.gov/dcs/vendors/index.php**.

A.14.4. It is the preference of the State to award to a single vendor. However, the State reserves the right to award to multiple vendors when it has been determined to be in the best interest of the State.

A.15. Contract Modification

A.15.1. The contract issued as a result of this solicitation is under the authority of the State personnel signing the Contract. The contract may be modified only through a written Contract Modification, signed by the State.

A.15.2. Any change to the contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Office of Management and Enterprise Services - ISD in writing, or made unilaterally by the contractor, is a breach of the contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Contract Modifications, shall be void and without effect, and the contractor shall not be entitled to any claim under a contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant contract.

A.16. Delivery, Inspection and Acceptance

A.16.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The contractor shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the offer shall include all such charges. All products and/or services to be delivered pursuant to the contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the contractor until accepted by the receiving agency. The contractor shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

A.16.2. Contractor(s) shall be required to deliver products and services as offered on or before the required date. Deviations, substitutions, or changes in products and services shall not be made unless expressly authorized in writing by the State.

A.17. Invoicing and Payment

A.17.1. Contractor shall be paid upon submission of an accurate and proper invoice(s), as defined by Title 62 O.S. §34.73, to the agency, at the prices stipulated on the contract. Failure to provide accurate invoices may result in delay of processing invoices for payment. Pursuant to 74 O.S. §85.44B, invoices shall be paid in arrears after products have been delivered or services provided. Invoices shall contain the purchase order number, a description of the services provided, and the dates of those services.

A.17.2. Interest on late payments made by the State of Oklahoma is governed by Title 62 O.S. §34.71 and 62 O.S. §34.72.

A.18. Tax Exemption

State agency acquisitions are exempt from sales taxes and federal excise taxes. Offerors shall not include these taxes in price quotes.

A.19. Audit and Records Clause

A.19.1. 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. In accepting any contract with the State, the successful contractor(s) agree any pertinent State or Federal agency shall have the right to examine and audit all records relevant to execution and performance of the contract.

A.19.2. The contractor(s) is required to retain records relative to the contract for the duration of the contract and for a period of seven (7) years following completion and/or termination of the contract. If an audit, litigation, or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

A.20. Non-Appropriation Clause

The terms of any contract 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 amounts due for multiple year agreements. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the contractor and shall be final and binding.

A.21. Choice of Law

Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the contract shall be governed by the laws of the State of Oklahoma.

A.22. Choice of Venue

Venue for any action, claim, dispute, or litigation relating in any way to the contract shall be in Oklahoma County, Oklahoma.

A.23. Termination for Cause

A.23.1. The contractor may terminate the contract for default or other just cause with both a 30-day written request and upon written approval from the State. The State may terminate the contract for default or any other just cause upon a 30-day written notification to the contractor.

A.23.2. The State may terminate the contract immediately, without a 30-day written notice to the contractor, when violations are found, when conditions preclude the 30-day notice, or when the State determines that, an administrative error occurred prior to contract performance.

A.23.3. If the contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

A.24. Termination for Convenience

A.24.1. The State may terminate the contract, in whole or in part, for convenience if the State Purchasing Director or the State CIO determines that termination is in the State's best interest. The State shall terminate the contract by delivering to the contractor a Notice of Termination for Convenience specifying the terms and effective date of contract termination. The contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State.

A.24.2. If the contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the contractor.

A.25. Insurance

The contractor shall maintain and provide proof to the State of the following insurance during the term of this agreement:

a) Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.

b) Commercial General Liability Insurance on a per occurrence basis with limits of liability not less than $1,000,000 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage.

c) Automobile Liability Insurance with limits of liability of not less than $1,000,000 per occurrence combined single limit including Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

d) Professional Errors and Omissions Insurance shall include Consultant's Computer Errors and Omissions Coverage with limits not less than $1,000,000 per claim and in the aggregate.

A.26. Employment Relationship

The contract does not create an employment relationship. Individuals performing services required by this solicitation or a resulting

contract are not employees of the State of Oklahoma or the procuring agency. The contractor'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 rights or benefits accruing to State employees.

A.27. Compliance with The Oklahoma Taxpayer And Citizen Protection Act Of 2007

By submitting an offer for services, the offeror certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) available at www.dhs.gov/E-Verify.

A.28. Compliance with Applicable Laws

The products and services supplied under the contract shall comply with all applicable Federal, State, and local laws and the contractor shall maintain all applicable licenses and permit requirements.

A.29. Gratuities

The right of the contractor to perform under this contract may be terminated, by written notice, if the Contracting Officer determines that the contractor, or its agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to any State employee directly involved in this solicitation. Furthermore, a contractor convicted of such violation may also be suspended or debarred.

A.30. Preclusion From Resulting Contracts

Any contractor that has provided any consulting services or technical assistance that resulted in any specifications or concepts in this solicitation, either directly or indirectly, is precluded from the award of such contract and from securing a sub-contractor that has provided such services.

A.31. Mutual Responsibilities

The State and contractor agree that under this Agreement:

A.31.1. Neither party grants the other the right to use any trademarks, trade names, or other designations in any promotion or publication without express written consent by the other party.

A.31.2. This is a non-exclusive agreement and each party is free to enter into similar agreements with others.

A.31.3. Each party grants the other only the licenses and rights specified. No other licenses or rights (including licenses or rights under patents) are granted.

A.31.4. Where approval, acceptance, consent, or similar action by either party is required under this agreement, such action shall not be unreasonably delayed or withheld.

A.32. Background Checks and Verifications

At the sole discretion of the State, the contractor may be subject to user background checks. The contractor must submit the required background check information to the State in a timely manner. The State may not allow any access prior to completion of background verification.

A.33. Confidentiality

A.33.1. Pursuant to Title 62 O. S. §34.12.(C.). "The Office of Management and Enterprise Services and all agencies of the executive branch of the State shall not be required to disclose, directly or indirectly, any information of a State agency which is declared to be confidential or privileged by State or Federal statute or the disclosure of which is restricted by agreement with the United States or one of its agencies, nor disclose information technology system details that may permit the access to confidential information or any information affecting personal security, personal identity, or physical security of State assets."

If required for the performance of this contract, the above information may be given to the contractor after the contract is awarded in accordance with the requirements of this section.

A.33.2. The contractor shall maintain strict physical security of all data and records entrusted to it. If certain functions are sub-contracted in accordance with the terms expressed herein, the contractor shall insure that the sub-contractor maintains strict physical security of all data and records transmitted to the sub-contractor.

A.33.3. The contractor shall never turn data or records over to a third party unless specifically authorized to do so by the State's CIO, the State Agency Director, or in compliance with a valid court order.

A.34. Unauthorized Obligations

At no time during the performance of this contract shall the contractor have the authority to obligate the State or the agency for payment of any goods or services over and above the awarded contract. If the need arises for goods or services over and above the contract for this project, contractor shall cease the project and contact agency for approval prior to proceeding.

A.35. Electronic and Information Technology Accessibility

Pursuant to Title 74, Section 85.7d.and OAC 580:16-7-56, electronic and information technology procurements, solicitations, agreements, and contracts shall comply with applicable Oklahoma Information Technology Accessibility Standards issued by the Oklahoma Office of Management Enterprise Services.

Such standards may be found at www.ok.gov/DCS/Central_Purchasing/index.html or http://www.ok.gov/OSF/documents/isd_itas.doc.

1) For Information Technology or Communications Products, Systems and Applications not requiring development and/or customization. The contractor shall provide a description of conformance with the applicable Oklahoma Information Technology Accessibility Standards for the proposed product, system, or application by means of either a Voluntary Product Accessibility Template (VPAT) or other comparable document, upon request.

2) For Information Technology or Communications Products, Systems or Applications requiring development and/or customization. The contractor shall provide a description of conformance with the applicable Oklahoma Information Technology Accessibility Standards for the proposed product, system, or application developed and/or customized by means of either a Voluntary Product Accessibility Template (VPAT) or other comparable document, upon request. Additional requirements and documentation may be required and compliance shall be necessary on the contractor's part. Such requirements shall be stated in documents such as State Bids, Request for Proposals, Contracts, Agreements, Purchase Orders, and Amendments.

All representations contained in the VPAT or other comparable document provided will be relied upon by the State for accessibility compliance purposes.

A.36. Patents and Copyrights

If in the performance of this contract, contractor uses any Product covered by a third party's patent or copyright, it is mutually agreed and understood without exception that the contractor's contract prices shall include all royalties or costs charged by the third party arising from the use of such patent or copyright. If such royalties or costs are not covered in the contractor contract price, contractor's obligations are as outlined immediately below.

A.36.1. If a third party claims that a product the contractor provides to an Procuring Agency infringes that party's patent or copyright, the contractor shall defend the State against that claim at contractor's expense and pay all costs, damages, and attorney's fees that a court finally awards, provided the State: (i) promptly notifies the contractor in writing of the claim; and (ii) to the extent authorized by the Attorney General of the State Oklahoma, allows the contractor to control, and cooperates with the contractor in, the defense and any related settlement negotiations; provided however, that if the Attorney General of the State of Oklahoma does not authorize the contractor to have sole control of the defense and any related settlement negotiations, then to the extent allowed by Oklahoma law, contractor shall have no obligation to indemnify the State of Oklahoma under this Section.

If such a claim is made or appears likely to be made, the State agrees to permit contractor to enable the State to continue to use the Product, or to modify it, or replace it with one that is at least functionally equivalent. If the contractor determines that none of these alternatives is reasonably available, the State agrees to return the product to the contractor upon written request. Contractor shall then give the State a refund equal to the net book value for the product, provided the State has followed applicable accounting principles. Net book value is the original cost of the product amortized over three (3) years using the straight-line accounting method of depreciation.

A.36.2. Contractor has no obligation regarding any claim based on any of the following: (i) anything the State provides which is incorporated into a product; (ii) modification of a product by any party other than contractor, contractor's representative or contractor's sub-contractor, or any State employee acting at the contractor's direction, or a program's use in other than its Specified Operating Environment; (iii) the combination, operation, or use of a product with other products not provided by contractor as a system, or the combination, operation or use of a product with any product, data, or apparatus that contractor did not provide; or (iv) infringement by a non-contractor product alone, as opposed to its combination with products contractor provides to the State as a system.

A.37. Federal Terms and Conditions

The following terms apply if federal monies are used to fund this solicitation:

A.37.1. Equal Opportunity and Discrimination

The contractor certifies they are an Equal Opportunity Employer, a provider of services and/or assistance, and is in compliance with the 1964 Civil Rights Act, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, as amended and Executive Orders 11246 and 11375. The provider assures compliance with the Americans with Disabilities Act of 1990 (Public Law 101-336), all amendments to, and all requirements imposed by the regulations issued pursuant to this act.

A.37.2. Lobbying

The contractor certifies compliance with the Anti-Lobbying law, Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over $100,000.00 as defined at 45 CFR 93, Section 93.105 and 93.110.

A.37.3. Drug-Free Workplace

The contractor certifies compliance in providing or continuing to provide a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988, and implemented at 45 CFR part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610.

A.37.4. Environmental Protection

If the payments pursuant to the contract are expected to exceed $100,000.00, then the contractor must comply with all applicable Federal Laws such as Section 306 of the Clean Air Act (42 U.S.C. 1857 (L)), Section 508 of the Clean Water Act (33 U.S.C. 1638), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R Part 15), which prohibit the use under nonexempt Federal contract, grant or loans of facilities included on the EPA List of Violating Facilities.

A.38. Assignment

Contractor's obligations under this contract may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the State.

A.39. Severability

If any provision for this contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

A.40. Failure to Enforce

Failure by the State of Oklahoma at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the State of Oklahoma to enforce any provisions at any time in accordance with its terms.

A.41. Licensed Software

A.41.1. Under no circumstances shall the contractor be required to install or maintain software packages that it has reason to believe are not properly licensed.

A.41.2. All software/software licensing previously installed by the agency remains the responsibility of the agency. Software used by the contractor in performance of this contract is the responsibility of the contractor.

A.42. Contract

The contract shall be for indefinite delivery and indefinite quantity for the products/services awarded.

A.43. Conflict of Interest

Contractor must disclose any contractual relationship or any other relevant contact with any State personnel, or other State contractors involved in the development of this solicitation that result in a contract. Any conflict of interest shall, at the sole discretion of State, be grounds for termination of project involvement; provided that such termination must be made within a reasonable time after disclosure of such relationships or contacts.

In addition to any requirements of law or through a professional code of ethics or conduct, the contractor and the contractor's employees performing services for the State are required to disclose any outside activities or interests that conflict or may conflict with the best interests of the State. Further, such employees shall not plan, prepare, or engage in any activity that conflicts or may conflict with the best interests of the State of Oklahoma during the period of this agreement without prior written approval of the State. Prompt

disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the State, its employees, other third-party individuals, or entities holding contracts with the State.

Furthermore, contractor must certify that no person who has been involved in any manner in the development of a solicitation or contract while employed by the State shall be employed to fulfill any of the services provide for under said solicitation or contract.

A.44. Limitation of Liability

To the extent any limitation of liability is construed by a court of competent jurisdiction to be a limitation of liability in violation of Oklahoma law, such limitation of liability shall be void.

A.45. Media Ownership (Disk Drive and/or Memory Chip Ownership)

A.45.1. In conjunction with the Oklahoma Computer Equipment Recovery Act and the Office of Management and Enterprise Services - ISD's Information Security, Policies, Procedures, and Guidelines – Media Sanitization Procedures for the Destruction or Disposal of all Electronic Storage Media: disk drives and memory cards purchased with or for use in leased equipment under this contract remain the property of the State of Oklahoma.

A.45.2. Disk drives and memory cards purchased with or included in leased or purchased equipment under this contract shall remain the property of the State of Oklahoma; therefore, 'Keep Your Hard Drive' costs must be included in the offeror's proposed cost.

A.45.3. Personal Identification Information may be retained within electronic media devices and components; therefore, the State shall not allow the release of electronic media either between State Agencies or for the resale of refurbished equipment that has been in use by State entities, by the contractor to the general public or other entities. Electronic Media Retention by the State entities for equipment whether purchased or leased shall also be applied to replacement devices and components the selected offeror's may supply during the downtime (repair) of equipment purchased or leased through this contract. If a device has to be removed from a location for repairs, there shall be sufficient safeguards in place (such as a record of hard drive serial numbers) to protect the Personal Identification Information that may be stored within the hard drive/memory of the device.

A.45.4. The State of Oklahoma IT Security Policies may be found at:

A.45.5. http://www.ok.gov/OSF/documents/InfoSecPPG.pdf

A.46. Offshore Services

No offshore services are provided pursuant to this contract. The use of State of Oklahoma information by Contractor Services located internationally will be limited to Implementation and Service Support. No proprietary information can be used for troubleshooting without permission from an authorized Office of Management and Enterprise Services Representative.

A.47. Failure to Provide

The contractor's repeated failure to provide defined services, without reasonable basis as determined by the sole discretion of the State of Oklahoma's Chief Information Officer, shall constitute a material breach of the contractor's obligations, which may result in cancellation of the contract.

A.48. Agency Policies

The contractor's employees and/or sub-contractors must adhere to the agency policies pertaining to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. It is up to the contractor to review and relay agency policies covering the above to the consulting staff.

A.49. Compliance with Technology Policies

The contractor agrees to adhere to the State of Oklahoma "Information Security Policy, Procedures, and Guidelines" available at:

www.ok.gov/OSF/documents/StateOfOklahomaInfoSecPPG_osf_12012008.pdf

A.50. Emerging Technologies

The State of Oklahoma reserves the right to modify the terms of this contract at any time to allow for technologies not identified elsewhere under this document. If there are repeated requests for an "emerging technology" and the State feels it is warranted to add such technologies, the State reserves the right to include such technology hereunder or to issue a formal modification or amendment to the contract.

A.51. Ownership Rights

A.51.1. It is understood and agreed that the Software is being developed by the contractor for the sole and exclusive use of the State of Oklahoma. Moreover, except with regard to any deliverable based on contractor's reusable or pre-existing intellectual property ("Utilities"), the State of Oklahoma shall be deemed the sole and exclusive owner of all right, title, and interest therein, including all copyright and proprietary rights relating thereto.

A.51.2. Except for any utilities, all work performed by the contractor of software and any supporting documentation therefore shall be considered as Works for Hire (as such are defined under the U.S. Copyright Laws) and, as such, shall be opened by and for the benefit of State of Oklahoma.

A.52. Right of Use

A.52.1. The State has the right to use or not use the software, not including any utilities, and to use, reproduce, re-use, alter, modify, edit, or change the software as it sees fit and for any purpose. However, contractor shall bear no liability for any changes the State makes to such software.

A.52.2. In the event that it should be determined that any of such software or supporting documentation does not qualify as a "Work Made for Hire", contractor irrevocably grants to the State an non-exclusive, irrevocable license to use such portion. With respect to any Utilities, the State shall have the right to perpetual, internal use of the Utilities included in the deliverable.

A.52.3. Contractor shall assist the State and its Agents, upon request, in preparing U.S. and foreign copyright, trademark, and/or patent applications covering Software. Contractor shall sign any such applications, upon request, and deliver them to the State. The State of Oklahoma shall bear all expenses that it causes to be incurred in connection with such copyright, trademark, and/or patent protection.

A.53. Source Code Escrow – Reference Title 62 O.S. § 34.31

No State agency, as defined by Section 250.3 of Title 75 of the Oklahoma Statutes, nor the Purchasing Division of the Department of Central Services, unless otherwise provided by Federal law, shall enter into a contract for the acquisition of customized computer software developed or modified exclusively for the agency or the State, unless the contractor agrees to place into escrow with an independent third party the source code for the software and/or modifications.

A.53.1. The contractor must agree to place the source code for the software and any upgrades supplied to an agency in escrow with a third party acceptable to the agency and to enter into a customary source code escrow agreement which includes a provision that entitles the agency to receive everything held in escrow upon the occurrence of any of the following:

a) A bona fide material default of the obligations of the contractor under the agreement with the agency;

b) An assignment by the contractor for the benefit of its creditors;

c) A failure by the contractor to pay, or an admission by the contractor of its inability to pay, its debts as they mature;

d) The filing of a petition in bankruptcy by or against the contractor when such petition is not dismissed within sixty (60) days of the filing date;

e) The appointment of a receiver, liquidator or trustee appointed for any substantial part of the contractor's property;

f) The inability or unwillingness of the contractor to provide the maintenance and support services in accordance with the agreement with the agency; or

g) The ceasing of a contractor of maintenance and support of the software.

The fees of any third-party escrow agent subject to this section shall be borne by the contractor.

A.53.2. As used in this section:

a) "State agency" shall include all State agencies, whether subject to the Central Purchasing Act or not, except the Oklahoma Lottery Commission; and

b) "Source code" means the programming instruction for a computer program in its original form, created by a programmer with a text editor or a visual programming tool and saved in a file.

A.54. Right to Renegotiate

Prior to exercising the State's right to cancel a contract, the State may renegotiate an existing contract with a contractor for the purpose of obtaining more favorable terms for the State, provided that the term of the contract is not modified.

A.55. Used or New Products

Offeror shall offer new items of current design unless the solicitation specifies used, reconditioned, or remanufactured products are acceptable. Warranties in both cases should be the same.

A.56. Publicity

The award of this contract to contractor is not in any way an endorsement of contractor or contractor's services by the State and shall not be so construed by contractor in any advertising or publicity materials. Contractor agrees to submit to the State all advertising, sales promotion, and other publicity matters relating to this contract wherein the State's name is mentioned or language used from which the connection of the State's name therewith may, in the State's judgment, be inferred or implied. Contractor further agrees not to publish or use such advertising, sales promotion, or publicity matter without the prior written consent of the State. Nor shall contractor release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning this project without obtaining the prior written approval of the State.

A.57. Mandatory and Non-Mandatory Terms

A.57.1. Whenever the terms "shall", "must", "will", or "is required" are used in this RFP, the specification being referred to is a mandatory specification of this RFP. Failure to meet any mandatory specification may cause rejection of the Offeror's Proposal.

A.57.2. Whenever the terms "can", "may", or "should" are used in this RFP, the specification being referred to is a desirable item and failure to provide any item so termed shall not be cause for rejection.

A.58. Non Tobacco – Smoke Free

By order of the Governor's Executive Order 2012-01, effective Aug. 06, 2012, the use of any tobacco product shall be prohibited on any and all properties owned, leased or contracted for use by the State of Oklahoma, including but not limited to all buildings, land and vehicles owned, leased or contracted for use by agencies or instrumentalities of the State of Oklahoma.

A.59. OMES/ISD / Agency Relationship

Pursuant to the Oklahoma Information Technology Consolidation and Coordination Act (62 O.S. §§ 35.1 – 35.9), OMES/ISD is the entity designated to purchase information technology assets on behalf of the State of Oklahoma. The Act directs OMES/ISD to acquire necessary hardware and software, and directs OMES/ISD to authorize the use of these assets by other State agencies. OMES/ISD, as the owner of information technology assets, allows other State agencies to use these assets while retaining ownership and the right to reassign them upon written notification to the vendor.

A.60. Acceptance of Request for Proposal Content

Unless otherwise provided in Section One of the Vendor's response to this Request for Proposal, all Offers shall be firm representations that the responding Vendor has carefully investigated and will comply with all terms and conditions contained in this Request for Proposal Upon award of any contract to the Successful Vendor, the contents of this Request for Proposal, as may be amended by the Vendor's response in Section One, shall become contractual obligations between the parties. Failure to provide all proposed amendments to the terms and conditions contained in this Request for Proposal in Section One of the Contractor's response may cause the bid to be rejected from consideration for award.

A.61. Special Provisions

Special Provisions apply with the same force and effect as these General Provisions. However, conflicts or inconsistencies shall be resolved in favor of the Special Provisions.

B. SPECIAL PROVISIONS

B.1. Glossary of Terms

B.1.1. Contractor – A vendor, offeror, or bidder that has been awarded a contract by the State.

The following are Acronyms and Word Usage relative to WOTC:

B.1.2. ARRA - American Recovery and Reinvestment Act

B.1.3. Cert - Award letter or Certification Letter

B.1.4. OCR - Designated Community Resident

B.1.5. Denial Codes -One or more numbers for each category

B.1.6. OHS -Department of Human Services

B.1.7. DLA - Designated Local Agency

B.1.8. DOC - Department Of Correction

B.1.9. DOLETA - Department of Labor Employment & Training Administration

B.1.10. DY - Disconnected Youth

B.1.11. EIN - Employer Identification Number

B.1.12. EN - Employment Network

B.1.13. ETA - Employment and Training Administration

B.1.14. ETA Form 9058 - Federal Report

B.1.15. ETA Form 9061(1CF) - Individual Characteristic Form

B.1.16. EZ - Empowerment Zone

B.1.17. Forms 8850 - Prescreening Notice and Certification Request for WOTC

B.1.18. Hire Date - Date the applicant was hired for employment

B.1.19. HUD - Department of Housing & Urban Development

B.1.20. Initial Date - The date the applicant put his/her signature on the bottom right side of the 8850

B.1.21. IWP - Individual Work Plan

B.1.22. LLSIL - Lower Living Standard Income Level

B.1.23. MAPS - used to verify Designated Community Resident category place of abode

B.1.24. TEGL - Training & Employment Guidance Letter

B.1.25. TH - Ticket Holder

B.1.26. TRANSFERS - Applicant file that are partially completed and sent electronic

B.1.27. UI - Unemployment Insurance (Wage Files)

B.1.28. UV - Unemployed Veteran

B.1.29. Verification form - Documentation used to verify proof of age, being an ex-- felon, SSI recipient etc.

B.1.30. WOTC - Work Opportunity Tax Credit

B.1.31. W-t-W - Welfare to Work

B.2. Contract Term, Renewal and Extension Option

B.2.1. The initial contract shall be for the purchase of the proposed solution, project meetings and conference calls, installation, configuration, technical interface documentation for OESC, technical assistance, testing, piloting, implementation, maintenance, support and ongoing consultation related to the implemented system (s).

B.2.2. Under Oklahoma law, the State may not contract for a period longer than one (1) year. By mutual consent of the parties hereto, **it is intended that there shall be four (4) options to renew, maintenance and support each for duration of one (1) year.**

B.2.3. After the initial term of one year, the Agreement may be renewed annually upon mutual written consent of the parties. Prior to each renewal, the State will review the terms and conditions to determine validity with current state statues and rules. If required prior to renewal, the State will work with the contractor to incorporate any required changes to this agreement.

B.2.4. The State, at its sole option, may choose to exercise an extension for 90 days beyond the final renewal option period, at the contract compensation rate for the extended period. If this option is exercised, the State shall notify the contractor in writing prior to contract end date. The State, at its sole option, may choose to exercise subsequent 90 day extensions, by mutual consent and at the contract compensation rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to new contractor.

B.2.5. Notification to exercise the option to renew the contract shall be set forth, in writing, by the State at least 30 days prior to the end of each contract period. The contract shall be contingent upon approval by the State. If a decision is made not to exercise an option period, notice shall be sent at least 30 days prior to the end of the current contract period.

B.2.6. Term Extensions – The State CIO reserves the right to extend any contract awarded if it is determined to be in the best interest of the State.

B.3. Contractors and Sub-Contractors Obligations

B.3.1. The contractor may use sub-contractors in support of this contract; however, the contractor shall remain solely responsible for the performance of this contract.

B.3.2. All payments for products or services shall be made directly to the contractor. If sub-contractors are to be used, the sub-contractors shall be identified in the Proposal and shall include the nature of the services to be performed. The State reserves the right to approve any and all sub-contractors providing services under this contract.

B.3.3. All contractor and sub-contractor changes after award, including changes of the actual employees performing services on this contract, are subject to approval by the State. No payments shall be made to the contractor for services performed pursuant to this contract by unapproved employees of a sub-contractor.

B.3.4. Contractor's employees or agents, if any, who perform services for the State under this agreement shall also be bound by the provisions of this agreement. At the request of the State, contractor shall provide adequate evidence that such persons are their employees or agents. In accordance with the section on "Employment Relationship", the State shall not be responsible to contractor's employees for any employee benefit or any obligation relating to employment, including health insurance benefits, workers' compensation insurance, paid vacation, or any other employee benefit.

B.4. Warrants

Contractor warrants and represents that products or deliverables specified and furnished by or through the contractor shall individually, and where specified by contractor to perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship for a warranty period of a minimum of ninety (90) days from the date of acceptance or the maximum allowed by the manufacturer. During the warranty period, defects in the products or deliverables specified and furnished by or through the contractor shall be repaired or replaced by contractor at no cost or expense to the State.

B.5. Commercial Off-The-Shelf (Cots) Software

In the event that provider specifies additional terms and conditions or clauses that conflict with this contract in an electronic license agreement notice, the additional terms and conditions or conflicting clauses shall not be binding on the State of Oklahoma, and the provisions of this contract shall prevail.

B.6. Warrants

Contractor warrants and represents that products or deliverables specified and furnished by or through the contractor shall individually, and where specified by contractor to perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship for a warranty period of a minimum of ninety (90) days from the date of acceptance or the maximum allowed by the manufacturer. During the warranty period, defects in the products or deliverables specified and furnished by or through the contractor shall be repaired or replaced by contractor at no cost or expense to the State.

B.7. Delivery, Acceptance and Testing

All products and services are subject to inspection and testing by the OESC and any that do not meet or exceed the specifications may be rejected.

The OESC shall be given up to ninety (90) days from the final completion of the installation (if installed by the Contractor) or up to ninety (90) days after delivery if the OESC installs (using the contractor's installation documentation or with the contractor working on-site with OESC staff) to test, evaluate, and accept the materials, software, and services (collectively, the deliverables) delivered or furnished under this contract.

If the Contractor's product or services fail to meet the specifications, then the same may be rejected and returned to the Contractor with a letter stating the reasons for non-acceptance. Such rejection will exempt the OESC from all related costs incurred by the Contractor. The Contractor shall be given thirty (30) days to cure the nonconforming products or services and re-submit the deliverable(s) to the OESC, with a letter explaining the corrections made, for inspection, re-testing, and re-evaluation. OSEC shall be given thirty (30) days to inspect, re-test, and re-evaluate the deliverable(s), and to issue a written notice of acceptance or rejection of the deliverables. If the deliverables submitted fail to pass acceptance within ninety (90) days, OSEC may, at its sole discretion, continue with the Contractor or terminate the agreement.

Deliverables must be accepted in writing by the OESC before title shall pass to the OESC or payment shall be authorized. However, acceptance by the OESC following testing and evaluation shall not be conclusive that the deliverable(s) conform in all respects to the specifications. In the event that the OESC discovers nonconformance after acceptance, whether due to a latent defect or otherwise, the Contractor shall take whatever corrective action as necessary so that the deliverable(s) conform to the specifications, including but not limited to, modification or replacement of non-conforming products or services. Contractor warrants that, upon receipt of written notice by the OSEC of a latent defect in design, material, or workmanship, or a latent nonconformity of the software or services to the specifications, which would have constituted a basis for rejection if discovered prior to acceptance, it will repair or replace or otherwise correct the defect to the level of performance specified in this solicitation.

B.8. Agency Policies

B.8.1. Information Security

The successful contractor must sign an Acceptable Use, Confidentiality, and Non-Disclosure agreements, User Logon Authorization, and may be subject to Background Checks. The successful contractor shall comply with information security auditing and compliance .

The successful contractor will disclose any breach of the security of the system following discovery or notification of the breach in the security of the data to any resident of Oklahoma whose encrypted or unencrypted personal information was, or is reasonably believed to have been, acquired by an unauthorized person. The disclosure shall be made in the most expedient time possible and without unreasonable delay to the State of Oklahoma Employment Security Commission. The Supplier must deliver a final report of the breach post-mortem, citing the reason, sources, affected records, and mitigation plans or actions within 10 business days of breach discovery.

The successful contractor will comply with Federal Information Processing Standards – FIPS 200 which promotes the development, implementation, and operations secure information systems within governmental agencies by establishing minimum levels of due diligence for information security and facilitating a more consistent, comparable, and repeatable approach for selecting and specifying security controls for information systems that meet minimum security requirements.

B.8.2. User Logon Authorization

The Supplier will not be granted access to OESC information systems without the prior completion and approval of Logon Authorization Request for Non-OESC certain types of access may require that a background check and verification be performed prior to granting access. Supplier will notify OESC immediately when employees are terminated that have access to OESC systems.

B.8.3. Background Checks and Verifications

At the sole discretion of State, the Contractor may be subject to user background checks, depending on the information systems accesses or types of data provided to the Contractor. Contractor must submit the required background check information to the State in a timely manner.

C. SOLICITATION SPECIFICATIONS

C.1. Overview

The Office of Management and Enterprise Services (OMES), on behalf of the Oklahoma Employment Security Commission (OESC) is accepting proposals from qualified suppliers for a proven and successfully developed and implemented, web based, vendor hosted solution to support The Work Opportunity Tax Credit Program.

OESC is seeking proposals from qualified suppliers for planning, developing, Implementation, testing and on-going maintenance and support of a web based vendor hosted solution that will allow employers, consultants, and staff to enter Work Opportunity Tax Credit applications electronically. The successful contractor shall provide services in coordination with OESC to develop, host, support and maintain a system, which shall have the ability to deliver, execute, store data, and generate reports.

C.2. Background

The Work Opportunity Tax Credit (WOTC) is a federal tax Credit program available to employers who hire new employees from "targeted" groups which have historically had difficulty in finding employment. The credit is used to reduce the federal tax liability of private-for-profit employers**.**

C.3. Mandatory Specifications/Requirements

C.3.1. Mandatory requirements are the minimum capabilities, features, and/or technical standards that must be met by the proposed solution to be determined responsive. Offeror shall provide a brief narrative, describing installation and configuration requirements and the proposed method to meet the requirements of this RFP. Offeror should provide examples, samples, and or screenshots as applicable to the proposed solution.

C.3.2. Functionality

The proposed solution must be fully capable of the following.

C.3.2.1. Import data converted from current system

C.3.2.2. Unlimited must in each user group should be able to access data at the same time.

C.3.2.3. Multiple search options (example: search by applicant name, social security number, employer name)

C.3.2.4. Allow Employers and Consultants the ability to search and access only records associated with their user account and user type

C.3.2.5. Allow email notifications based on daily activity to all user groups

C.3.2.6. Prevention method of Untimely entry of an application by employers/consultants

C.3.2.7. System must flag untimely applications for review and approval by state WOTC staff and must notify employer of the action

C.3.2.8. Allow only state WOTC staff to enter applications past the 28-day deadline

C.3.2.9. Allow only state WOTC staff to enter incomplete applications at a later date

C.3.2.10. WOTC staff must be the only persons to release untimely applications

C.3.2.11. Identify conflict and display current application, identify duplicate applications, display start date by comparing FEIN, SSN, and CONSULTANTS/ID-FEIN-SSN / hire date.

C.3.2.12. Allow Multiple accounts using the same Federal Employer Identification Number (FEIN).Consultant/employer accounts must have access to multiple employer FEIN's, as authorized by WOTC staff.

C.3.2.13. Incoming applications whether batch or individually entered, can be date stamped with the current date and time

C.3.2.14. Batch submitted application will send notice via e-mail alerts to the e-mail address shown on a customer's account, alerts will provide the necessary information to the customers to resolve the problem issued by the alert

C.3.2.15. Employer/ consultant will be able to import applications in batch mode, using secure file transfer process (electronic batch transfer/upload)

C.3.2.16. System will not issue a decision without the "date completed" field as well as all required fields being completed.

C.3.2.17. Ability to generate certification or denial notification letters to an employer

C.3.2.18. System must have the ability default to send letter by mail if a box is not checked to generate letter to be sent through agency e-mail.

C.3.2.19. Allow consultants and/or state WOTC staff to submit documentation on pending applications electronically.

C.3.2.20. Capability to automatically flag the master screen when documentation is submitted subsequently to the Employment and Training Administration form 8850 The system must associate the documentation to the file by social security number.

C.3.2.21. Ability to upload documentation verifications (drivers licenses, birth certificates, DD-214 Department of Defense Form, etc.) to attach to applicant's initial applicant file

C.3.2.22. Allow designation of multiple Target Groups, using checkboxes.

C.3.2.23. Display application status: (Pending, Certified, Denied, Actionable or Non-actionable) on all screens

C.3.2.24. Ability to support multiple denial codes when denial letter is issued and will give explanation of the denial code.

C.3.2.25. Decision (Certified or Denied) is displayed when the decision is stored in the database.

C.3.2.26. Generate and populate the Employment and Training Administration form 9058 – (Certification Workload and Characteristics of Certified Individuals, Work Opportunity Tax Credits) reports on a quarterly basis The report will generated in monthly and quarterly basis. (The completed report must be in the format required for submission to U.S. Department of Labor)

C.3.2.27. Verify and confirm on all screens that the employee was in the correct age range on the hire date for age-sensitive target groups.

C.3.2.28. If the employee is outside the age range for these target groups and no other target groups apply, the system will automatically post and print the denial letters.

C.3.2.29. WOTC Staff will have the option to delete or change a decision when necessary. (Ex: appeals process)

C.3.2.30. Customer will not have the ability to electronically enter an application unless at least one target group is indicated as "yes" and all required fields are complete

C.3.2.31. Ability to update and make changes if a decision on a certification is appealed due to a denial

C.3.2.32. WOTC staff will have the ability to access the application to enter an appeal to overturn the decision or keep the decision as previously issued.

C.3.2.33. Check box capability to initiate a needs/certification/denial letter to be sent per consultant and employer selection or defaults to U.S. Mail

C.3.2.34. Check box capability to select multiple denial codes with explanations to be generated as denial letter per consultant and employer selection or defaults to U.S. Mail

C.3.3. Hosting Services and Web Content Management

The proposed solution must provide the following:

C.3.3.1. Full web based hosting of all applications. Proper execution using Microsoft Internet Explorer 6 or higher

C.3.3.2. Bandwidth must be provided to support timely response to all users.

C.3.3.3. Failover optimization must be provided to ensure operations including execution of daily backups and maintenance of secondary processing facilities.

C.3.4. Data Conversion

C.3.4.1. The successful contractor shall be responsible for conversion of WOTC legacy data. Oklahoma Employment Security Commission (OESC) will provide a data dictionary for legacy data and will work with the vendor to convert and provide resources to assist with conversion of data.

The successful contractor shall be responsible for but not limited to the following:

a) Creation of conversion specifications,

b) Conversion code, trial conversions, and live conversion

C.3.5. Reports and Queries

Offeror shall provide a brief narrative for the proposed solution's Query and Reporting capabilities and any applicable examples, samples and or screenshots.

C.3.5.1. The proposed solution must have Query and Reporting capabilities but not limited to the reports as requested in accordance with requirements of the United States Department of Labor (USDOL), the Oklahoma Employment Security Commission (OESC), and the United States Internal Revenue Service (USIRS) for the WOTC program and related programs

The proposed solution must the following functional capabilities:

a) Query and report features including the production of ad-hoc queries

b) Produce ad-hoc reports and data necessary for the 10% quarterly audit reports

c) Run compile, send, and print all regional and national reports electronically and in a printable format.

C.3.6. Power of Attorney Module

C.3.6.1. The proposed solution shall a provide a Power of Attorney module that will record the submitted data and advise the customer of items needed for a legitimate Power of Attorney.

C.3.6.2. The module will allow state WOTC staff to attach scanned images of power-of-attorney, for viewing by state WOTC staff, the employer and the consultant.

The proposed solution shall provide the additional functions:

a) The ability to track record

b) Flag applications that do not contain a power of attorney or an invalid power of attorney

c) Flag records that contain an expired power of attorney

d) Self-service option for employers and consultants that will include the following:

1. Password protected access to the system
2. Date entry to applicant requests
3. Ability to print certifications and denials
4. Ability to view applicants requests and power of attorney
5. Ability to appeal decisions

C.3.7. System Testing

Initial data test - Upon contract award, the successful contractor will set up a live site for exclusive Oklahoma WOTC staff use within an acceptable time frame. WOTC data conversion will be coordinated with Oklahoma IT staff and WOTC staff and an initial test conversion will be accomplished and reviewed by OESC personnel

C.3.7.1. A test site must be available to the WOTC unit of OESC to learn and view the functions o the proposed system so that staff may later serve as a Help Desk.

C.3.7.2. The test site shall be continuously updated and supported and maintained by the contractor.

C.3.7.3. Contractor will set up a live on line testing site tor exclusive Oklahoma WOTC staff use within an acceptable time frame.

C.3.7.4. System Testing and Data Conversion should be included as prescribed in the Implementation Workplan in Section C.5.

C.4. Additional Features/Functions

OESC's preference is to have a feature/functional rich system, Offeror should provide detailed information for additional features/functions, describe how each of these items will be provided or accomplished. Offeror's response must state if the feature/function is **available** or **unavailabl**e and include **any associated cost**. Responses must be submitted in excel format. "Additional points may be given for response to this section".

The proposed system has the ability to automatically perform the following.

C.4.1. Queues are available for various steps to determine the status of applications. Example: review queue, actionable queue, non-actionable queue, audit queue, manual queue, research queue (ONET), etc. System will be capable of identifying applications needing urgent action, including applications relevant to the 90 day rule.

C.4.2. Automatically deposit and incorporate into the WOTC database imported data from customers as it arrives.

C.4.3. Nutrition Assistance Program (SNAP) and/or Temporary Assistance for Needy Families (TANF) data

C.4.4. Allow data entry of Conditional Certifications (Employment and Training Administration form 9062) and be able to track the number of Conditional Certifications entered.

C.4.5. Capable of generating form or letter requesting specific data from other states according to target groups selected on application.

C.4.6. Upon analyst's distinguishing that target group E=Rehab is checked on the employee's application and the analyst checks subcategory "Ticket Holder" a copy of the 8850 will be attached to an email and/or fax cover sheet generated to the current and up to date Ticket Holder.

C.4.7. Capable of interfacing with other agencies' data to produce immediate determinations

C.4.8. Letters that use Oklahoma information can be designed, modified, and generated for use in contacting employers and consultants regarding needs and denials.

C.4.9. Certifications and Denials can be customized for Oklahoma WOTC staff including scanned images of appropriate staff signatures.

C.4.10. System has the ability to automatically identify and flag master screen for all selected Target Groups. Do not allow a decision to deny until all Target Groups indicated on the Employment and Training Administration form 9061 have been addressed.

C.4.11. Allow copy and paste into data fields with data from other internal and external sites and sources.

C.4.12. Allow application records to be entered using Federal Employer Identification Number (FEIN) / Social Security Number (SSN) as a key, so that duplicate records are not allowed.

C.4.13. Capability to change control and tracking social security number

C.4.14. Capability of a full audit of social security number and change control for social security number

C.4.15. On-line help will be provided.

C.4.16. Ability to generate lists based on selected target groups on application. (ex: Rehabilitation Services (ODRS), Department of Corrections (ODOC), Supplemental Security Income (SSI), Department of Human Services (DHS), and Veteran Services.

C.4.17. Automatically generate a letter requesting missing documentation with the option to print or email to employer.

C.4.18. Capability to be modified to interface with other agencies

C.4.19. Search by common formats and separators when performing an inquiry by social security number, name, telephone numbers, date of birth, etc.

C.4.20. Automatically default and display on the web pages for expediting data entry.

C.4.21. Contains color coded Certification and Denial fields.

C.4.22. Spell check functions for text fields.

C.4.23. Upon entering a zip-code the city and state fields will automatically be populated by the database.

C.4.24. Screen navigation from top to bottom, using either the <Tab> key or the <Enter>, in addition to the mouse click into any field

C.4.25. Enabled print screen function using the print button, the File> Print command on the browser, or the print/screen key on

C.5. Implementation/Workplan

Offeror shall submit a proposed implementation and support plan solutions and processes

C.5.1. Offeror shall submit a brief narrative describing the Offeror's capabilities, including a summary work plan and project timeline, based from an estimated date of award, and any proposed interim milestones. The offeror must specify in the implementation- work plan, the tasks and activities that are to be undertaken, as well as identifying responsibility for completion of each activity and task.

C.5.2. Offeror must submit a proposed work plan that will minimize system down-time or malfunction, include estimated timelines for staged implementation and testing that will meet the expected effective date (Go Live). Offeror must propose an approach and/or a methodology to be utilized for implementing each deliverable describe in the Solicitation Requirements/Specifications, and shall provide samples of work relevant to each deliverable. Implementation/Workplan shall include a detailed Data Conversion Plan and System Testing Plan

C.6. Staffing Plan

The successful; contractor's staff must have, at a minimum, any mandatory certification, licensure, experience, and skills. If it becomes necessary for the Contractor to modify the staffing plan from that originally proposed, that personnel assigned to the project will be of equivalent education and experience as those originally proposed. This also applies to the use or substitution of subcontractors. Changes to the staffing plan following award of a contract must be approved, in writing and in advance, by the OESC Contract Monitor, which shall not be unreasonably withheld. In the event such a staffing change becomes necessary, the Contractor shall make a written request to the OFHA Contract Monitor, including the resume or other description of the qualifications and experience of the proposed alternate and, if appropriate, a justification for the change. The Contractor shall be responsible for ensuring individuals with similar qualifications and experiences are provided as alternates. The OESC reserves the right to interview the proposed alternate (via telephone or in person) and accept or reject the proposed change.

The proposed staffing plan shall:

a) Identify the specific individual (s) who will work on the OESC project, their qualifications, past and similar experience.

b) Include names of staff member(s) who will direct the overall project through the duration of the contract, as well as those staff members who will coordinate major activities during each phase.

c) Describe the experience and qualifications of your installation team.

d) Resumes' of all key personnel including subcontractors

e) Identify each team member by name and title, estimated number of hours dedicated to this project, and describe each individual's role in the implementation.

f) Specifically identify any subcontractors that will be used, including a description of their role in completion of the project. Include an organization chart showing lines of communication and authority.

C.7. Training Plan

The successful contractor will provide training as required. The proposed plan must include a description of the recommended training required to have a full, working knowledge of the application. On-site trainings will be finalized during the project kickoff meeting. Training manuals must be accessible online and available for use by WOTC staff, employers, and consultants. The successful contractor will be responsible for keeping all manuals current and updated.

The proposed training plan shall include the following:

C.7.1. On-site training

C.7.2. Periodic –on-going training must be available for updates and new features

C.7.3. Methodology for training WOTC staff

C.7.4. Offeror will identify any additional personnel that should be included in the training.

C.7.5. Any options regarding the amount of training

C.7.6. Distinguish the advantages of each successive option.

C.7.7. For any additional training the offeror should include the proposed training environment, for example on-site, web, or other.

C.7.8. Any requirements OESC is expected to provide

C.8. Disaster Recovery Plan

The Contractor shall develop a Disaster Recovery Plan that addresses the following:

C.8.1. The Disaster Recovery Plan shall describe the successful contractor's approach that will be used to guide the preparation for and delivery of necessary disaster services in response to any disaster requiring extraordinary services response.

C.8.2. The Plan will identify resources involved in contingency operations, problem management and escalation procedures. Any changes to content must be approved by the state in advance.

The Disaster Recovery Plan shall include

a) An overview of the Contractor's proposed approach to disaster services

b) Areas of the system most susceptible to failure or disaster that would result in downtime

c) Recommendations for system recovery processes, or steps to take in the event of a downtime event

d) Recommendations for comprehensively effectively mitigating the risk of a downtime event

e) Recommendations for maintaining the security of the system during a period of emergency operation

f) A test plan with metrics to assess the effectiveness of the Plan

C.9. Incident Management and Problem Escalation

Offeror shall provide procedures for incident management resolutions and problem escalation for the proposed solution. Procedure must show how the offeror will address problem situations as they occur and timeframes for resolution and levels of escalation during the performance of the contract.

a) Reporting methods and available options

b) Repair/restoration status updates — for different types of problems

c) The maximum duration that a problem may remain unresolved at each level before automatically escalating to a higher level for resolution

d) Circumstances in which the escalation will occur in less than the normal timeframe,

e) The nature of feedback on resolution progress, including the frequency of feedback,

f) Identification of and contact information (name; title; address; telephone and fax numbers; and e-mail address) for progressively higher levels that would become involved in resolving a problem,

g) Contact information (same as above) for persons responsible for resolving issues after normal business hours (i.e., evenings, weekends, holidays, etc.) and on an emergency basis

h) Process for updating and notifying the State Project Manager of any changes to the Problem Escalation Procedure

C.10. Maintenance/Support

The proposed solution shall provide Ongoing Maintenance/Support during the performance of the contract. Support is required for ongoing maintenance, including but not limited to, standards and process updates.

C.10.1. Offer shall provide a detailed Help desk description

C.10.2. Identification of and contact information (name; title; address; telephone and fax numbers; and e-mail address) for progressively higher levels that would become involved in resolving a problem,

C.10.3. Contact information (same as above) for persons responsible for resolving issues after normal business hours (i.e., evenings, weekends, holidays, etc.) and on an emergency basis

C.10.4. Support availability (days of the week and time)

C.10.5. Software configuration and any new software release, software patch update or software upgrade.

C.10.6. Offer shall list the frequency of product upgrades and patches made to current platform. Are upgrades and patches optional or mandatory?

C.10.7. Ongoing maintenance shall be quoted both monthly and quarterly, although it shall be invoiced/paid quarterly.

C.11. Project Management

Kickoff Meeting -The project schedule/work plan will include a kickoff meeting to be held at OESC within 14 days of award. The minimum participants from the Contractor's team at this kickoff meeting will be the OMES Contract Monitor, the Contractor's Manager/Account Executive providing corporate oversight of the project, and at least one Lead Developer. In the event that a component of the system is provided through a subcontractor, the subcontractor's Project Manager and technical representative will be at the kickoff meeting. OMES will provide meeting space and similar representation. The Contractor shall provide a written report to the OMES Contract Monitor within 5 working days documenting all discussions and decisions conducted at the kickoff meeting.

Project Schedule – The final Project Schedule, Implementation/Work Plan, will be developed by the Contractor with input and final approval by OESC. The agreed-upon project schedule may not be modified without the mutual written consent of the OESC Contract Monitor and the Contractor's Project Manager.

Additional Project Management Support – If the project encounters difficulty, OMES may require additional meetings or progress/status reports. The Contractor shall maintain and support such additional project management support in the format and at the frequency deemed necessary by OMES, at no additional cost. At the discretion of OMES, such support may take the form of written reports, conference calls, and/or face-to-face meetings, as required.

Progress Reports – The Contractor shall provide periodic progress reports to the OESC, at a frequency to be mutually agreed-upon, but not less often than monthly. Progress reports shall be provided via face-to-face meetings, conference call, or other mutually agreed methods. The Contractor shall be responsible for documenting all meetings and conference calls. Written summaries of meetings to include those participating, key points of discussion, any resulting decisions, or action items, and a written version of the progress report shall be provided to the OESC Contract Monitor within two (2) business days of each meeting.

D. EVALUATION

D.1. Evaluation and Award

D.1.1. Offers shall be evaluated on the "best value" determination.

D.1.2. The State reserves the right to request demonstrations and question clarifications from any or all-responding contractors.

D.2. Proposal Clarification Questions

The State reserves the right, at its sole discretion, to request clarifications of technical proposals or to conduct discussions for the purpose of clarification with any or all contractors. The purpose of any such discussions shall be to ensure full understanding of the proposal. If clarifications are made because of such discussion, the contractor(s) shall put such clarifications in writing. The clarification shall not alter or supplement the proposal.

D.3. Competitive Negotiations of Offers

The State of Oklahoma reserves the right to negotiate with one, selected, all or none of the vendors responding to this solicitation to obtain the best value for the State. Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue that may mitigate the State's risks. The State shall consider all issues negotiable and not artificially constrained by internal corporate policies. Negotiation may be with one or more vendors, for any and all items in the vendor's offer.

Firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered. If such negotiations are conducted, the following conditions shall apply:

D.3.1. Negotiations may be conducted in person, in writing, or by telephone.

D.3.2. Negotiations shall only be conducted with potentially acceptable offers. The State reserves the right to limit negotiations to those offers that received the highest rankings during the initial evaluation phase.

D.3.3. Terms, conditions, prices, methodology, or other features of the offeror's offer may be subject to negotiations and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the offer.

D.3.4. The requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State Of Oklahoma.

D.3.5. BEST and FINAL – The State may request best and final offers if deemed necessary, and shall determine the scope and subject of any best and final request. However, the vendor should not expect an opportunity to strengthen its offer and should submit its best offer based on the terms and condition set forth in this solicitation.

D.4. Selection Criteria

Note: Accessibility is required to be a part of the selection criteria.

D.4.1. Technical Responses

D.4.2. References

D.4.3. Implementation/Workplan

D.4.4. Disaster Recovery Plan

D.4.5. VPAT

D.4.6. Cost

D.5. Evaluation Process

D.5.1. Evaluation Process – Determination of Solicitation Responsiveness

A responsive offer is defined as an offer that meets all the general mandatory requirements as outlined below:

- Responding Bidder Information Sheet complete Form 076

- Certification for Competitive Bid and Contract (Non-Collusion Certification) Form 004
- Amendments, if issued, are acknowledged.

Meeting all requirements outlined above allows the offer to proceed in the evaluation process. Failure to meet all of the above may result in the proposal being disqualified from further evaluation.

Note: The following evaluation process is not presented in any sequence as any selection process may overlap the other in the evaluation.

D.5.2. Evaluation Process - Evaluation of Offer

The technical section of the offer is evaluated based on the required submittals in Section E.

D.5.3. Evaluation Process - Evaluation of Cost

Cost comparisons are performed.

D.5.4. Evaluation Process – Demonstrations

If desired by the evaluation committee, the vendor may be required to provide product/services demonstrations.

D.5.5. Best Value Evaluation of Product/Services

D.5.5.1. Selection

The selection and award of contractor is based upon which contractor best meets the needs of the State.

The State reserves the right to negotiate with one or more contractors, at any point during the evaluation. The State may negotiate any and all content of the offer.

D.5.6. Contractors should be prepared to participate in oral presentations and demonstrations to define their submittal, to introduce their team, and to respond to any and all questions regarding their offer if requested by the State prior to award.

E. INSTRUCTIONS TO OFFEROR

E.1. Introduction

Prospective contractors are urged to read this solicitation carefully. Failure to do so shall be at the offeror's risk. Provisions, terms, and conditions may be stated or phrased differently than in previous solicitations. Irrespective of past interpretations, practices or customs, offers shall be evaluated and any resultant contract(s) shall be administered in accordance with the plain meaning of the contents hereof. The offeror is cautioned that the requirements of this solicitation can be altered only by written amendment approved by the State and that verbal communications from whatever source are of no effect. In no event shall the offeror's failure to read and understand any term or condition in this solicitation constitute grounds for a claim after contract award.

E.2. Preparation of Offer

E.2.1. Any usage amounts specified are estimates only and are not guaranteed to be purchased.

E.2.2. Information shall be entered on the form provided or a copy thereof.

E.3. Submission of Offer

E.3.1. Completeness of offer(s): It is desirable that the offeror respond in a complete, but concise manner. It is the offeror's sole responsibility to submit information in the offer as requested by the solicitation. The offeror's failure to submit required information may cause its offer to be rejected. However, unnecessary information should be excluded from the offeror's offer.

E.3.2. Copies: Proposal should be indexed in alpha order with reference to RFP sections. Proposal must include an original hardcopy, and **six (6)** duplicate copies for a total of **seven (7)** hardcopy documents. The documents' front pages should indicate original or copy.

E.3.3. The offeror should include a "machine readable" version, preferably in Microsoft WORD format, on CD or DVD, of the offeror's offer. One original, plus **three (3)** copies for a total of **four (4)** electronic documents, one electronic version should be indicated as the original.

E.4. Proprietary and/or Confidential

E.4.1. Offerors claiming any portion of their offer as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The CIO shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. §85.10

E.4.2. If an offeror believes particular information requested by the RFP for evaluation purposes is proprietary, the offeror shall submit that information separate and apart from its response and mark it Proprietary and Confidential. If ISD in its sole discretion agrees the information is proprietary, ISD will maintain the information as Confidential. If ISD does not acknowledge the information as proprietary, ISD will return or destroy the information with proper notice to the offeror and the evaluation will be completed without consideration of the information marked Proprietary. PROPOSALS MARKED, IN TOTAL, AS PROPRIETARY and/or CONFIDENTAIL SHALL NOT BE CONSIDERED.

E.5. Oklahoma Open Records Act

Proposals are subject to public disclosure in accordance with the Open Records Act. To the extent permitted by the Oklahoma Open Records Act, 51 O. S. (2001) § 24A.1-27, the offerors proposals will not be disclosed, except for purposes of evaluation, prior to approval by the CIO of the resulting contract. All material submitted becomes the property of the State of Oklahoma. Proposals will not be considered confidential after a contract is awarded except that information in the proposal determined to be confidential by the CIO shall continue to be considered confidential

E.6. Communications Concerning Solicitation

The contracting officer listed on the cover page of this solicitation is the only individual in which the offeror should be in contact with concerning any issues with this solicitation. Failure to comply with this requirement may result in the offeror response being considered non-responsive and not considered for further evaluation.

E.7. Offeror Clarifications

E.7.1. Offerors who believe solicitation requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the Contracting Officer listed herein. To be considered a request for review must be received **no later than 3 p.m. Central Time on Nov. 21, 2013.** The State shall promptly respond in writing to each written review request, and where

appropriate, issue all revisions, substitutions or clarifications through a written amendment to the solicitation. Requests for administrative review of technical or contractual requirements shall include the reason for the request, supported by information, and any proposed changes to the requirements.

E.8. General Solicitation Questions

Offeror may submit general questions concerning the specifications of the solicitation. All questions and answers regarding this RFP shall be posted to the IT procurement wiki at:

https://wiki.ok.gov/display/itprocurement/2900000088

E.8.1. Questions received via any other means will not be addressed. If your firm is not currently registered with the State of Oklahoma with wiki access, you may go to the link below to request access.

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

E.8.2. In order to guarantee that your access is created prior to closing date for submitting questions for a solicitation, please request access at least 5 business days prior to the closing date for questions. The State of Oklahoma cannot be responsible for a vendor's lack of access if the request is not made within this timeline.

E.8.3. When posing questions, every effort should be made to:

a) be concise

b) include section references, when possible

c) do not use tables or special formatting, use simple lists

E.8.4. These questions shall be answered directly on the wiki and in the form of an amendment and posted on the OMES website and linked on the wiki. **Offerors are advised that any questions received Dec. 5, 2013 shall not be answered.**

E.9. Deliverables

Responses should be bond, tabbed by section, and clearly marked as Original or Copy.

Note: Deliverables are to be in both hard copy and in a single machine-readable format, preferably in Microsoft Word format, on either CD or DVD.

E.9.1. Section One – Introduction

a) Letter of Introduction

b) Completed "Responding Bidder Information" OSF Form 076ISD.

c) Completed "Certification for Competitive Bid and Contract" OSF Form 004ISD.

d) Signed Amendment(s), if any.

e) Any exceptions to solicitation terms and conditions.

E.9.2. Section Two – References

References provided must contain a contact person with full contact information (i.e., current employer, telephone number, mailing address, e-mail address, and fax number).

E.9.2.1. References provided by the offeror that are invalid will deem the offeror's response to this RFP non- responsive

E.9.2.2. Failure of a reference provided by the offeror to respond within 24 hours to inquiries made by OESC whether by e-mail, telephone, or fax may deem the offeror's response to this RFP non-responsive

Offeror must provide a brief narrative a minimum of one a page describing experience with implementation and hosting a web based solution for the Work Opportunity Tax Credit. Experience must substantiate the Offeror's qualifications and capabilities to perform specifications/ requirements as described in Section C. based on work performed within the last five (5) years.

E.9.3. Offeror will provide a minimum of three (3) references where same or similar implementation and hosting has been performed during the past thirty-six (36) months with details of scope, timeline, and cost.

E.9.4. Offeror will provide a minimum of three (3) references where the proposed solution for the Work Opportunity Tax Credit is currently in use.

E.9.5. Section Three – Company Information

E.9.6. Vendor must provide detailed information on its company, including principals involved, number of employees, location, years in existence, a statement of financial stability, and any litigation or pending litigation for the past five years, or a statement indicating there is no litigation.

E.9.6.1. The Successful Contractor shall agree in the event, the contractor's company ceases to do business or no longer exist; all data, documents, records and all other information relevant to the Work Opportunity Tax Credit will be handed over to the State of Oklahoma Employment Security Commission. Contract will be required to submit a written agreement signed by an authorized representative for the State of Oklahoma and an authorized representative of the contractor.

E.9.7. Section Four – Response to Requirements

a) Provide detailed response to specifications/requirements as outlined in Sections C and E

b) Implementation/Workplan w/ Data Conversion Plan

c) Training Plan

d) Staffing Plan

e) Disaster Recovery Plan

E.9.8. Section Five – EITA Compliance

E.9.9. Offeror must provide adequate information defining the proposed solution's level of EITA compliance by providing a Voluntary Product Accessibility Template (VPAT) that indicates compliance of all products offered with the provisions of Section 508 of the Rehabilitation Act Amendments included in the Workforce Investment Act of 1998. Please complete the attached VPAT & Accessibility -OMES form 053 also attached is the VPAT Instructions Template.

E.9.10. Section Six – Offeror Agreements

Offeror shall provide any required software licenses, maintenance, or service agreements.

Note: Any software licensing, maintenance, or service agreements the offeror requires, should they be the successful contractor, not submitted with contractor's original offer shall not be considered

E.9.11. Pricing

All information relating to costs are to be sent in a separate binder/envelope, clearly marked as "Price."

E.10. Awardee Financial Status

Prior to award the state may choose to request information from the proposed awardee to demonstrate its financial status and performance, in the form of the last three years audited financial statements or the last three years of tax returns. A certified review may be accepted (clarification may be required). If the contractor is a subsidiary of another entity, the last three years audited financial statements of three years tax returns for the parent company must also be submitted. The State reserves the right to withhold award to a contractor who is deemed financially weak. The State reserves the right to determine financial status at their sole discretion.

Clarification or additional documents may be requested.

E.11. Notice of Award

A notice of award in the form of a PO or contract resulting from this solicitation shall be furnished to the successful contractor and shall result in a binding contract.

F. PRICE AND COST

Overview

All information relating to costs are to be sent separate, in a sealed binder/envelope, and clearly annotated as “Cost Proposal.” (E.9.9. Pricing)

Supplier shall be compensated by a single, flat rate for products/services provided under this solicitation. The rate shall be inclusive of all Supplier costs. Supplier shall submit a proposed price for all products/services proposed which shall constitute the entire compensation due to the successful contractor for the products/services described in this solicitation, regardless of the difficulty, materials or equipment required, and shall include all applicable taxes, fees, overhead, profits, travel, and all other direct and indirect costs incurred or to be incurred by the supplier. Cost proposal must be submitted in excel format. The list of provided items is not all inclusive, if additional cost related items can be added to convey additional project costs, expand list as needed. If information for a specific item is not applicable, then insert “n/a” in that area.

F.1. Initial Cost

1. Implementation
2. Configuration
3. Customization
4. Staffing Cost
    a) Position #1 -2-3-4 etc.,
    b) Working Title
    c) Annual Hours
    d) Hourly Rate
    e) Subtotal (Hours X Rate)
    f) Project Phase Required
    g) Other (Provide Details)
5. Licensing
6. Testing
7. Maintenance & Support
8. Training Cost
    a) Documentation/ User Manuals/ Quick References
    b) Other Training related costs (Provide Details)
    c)

F.2. Post-Implementation Cost – Year 1- Year 2 –Year 3 –Year 4

a) Licensing
b) Software
c) Customization
d) Training
e) Maintenance
f) Support
g) Other (Provide Breakdown)

F.2.1. Miscellaneous Costs
a) Item Name
b) Description
c) Initial Cost

d) Ongoing cost (Maintenance/Support)
e) Warranty
f) Licensing
g) Other (Provide Details)

F.3. Total Project Costs

List, by name, each of the project costs, provide subtotal amounts for each applicable named cost. If there are multiple subtotals, add all for a single subtotal amount for that specific item..

G. CHECKLIST

G.1. Responding Bidder Information (OMES/ISD Procurement – Form 076)

G.2. Certification for Competitive Bid and Contract (OMES/ISD Procurement – Form 004)

G3. Workman's Comp Insurance Certification

G.4. Vendor/Payee Form or W-8BEN (as required)

G.5. References (Section

G.6. Company Information

G.7. Implementation/Workplan w/Data Conversion Plan (Section C.5)

G.8. Staffing Plan (Section C.6)

G.9. Training Plan (Section C.7.)

G.10. Disaster Recovery Plan (Section C.8)

G.11. References (E.9.2.)

G.12. VPAT (Section (E.9.9)

G.13. Cost- (Section F-)

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State of Oklahoma
Office of Management and Enterprise Services
Central Purchasing Division

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 #: _____

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, nor
    d. to any efforts or offers with state agency or political subdivision officials or others to create a sole brand acquisition or a sole source acquisition in contradiction to 74 O.S. 85.45j.1.

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
Office of Management and
Enterprise Services
Information Services Division

Responding Bidder Information

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

1. **RE: Solicitation #** _____

2. **Bidder General Information:**

FEI / SSN: _____ VEN ID (if unknown, leave it blank): _____

Company Name: _____

3. **Bidder Contact Information:**

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____

Contact Title: _____

Phone #: _____ FAX#: _____

Email: _____ Website: _____

4. **Oklahoma Sales Tax Permit[1]:**

☐ 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 (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/index.html

State of Oklahoma
Office of Management and Enterprise Services
Information Services Division

Voluntary Product Accessibility Template Instructions

The Voluntary Product Accessibility Template is a tool to assist in making preliminary assessments regarding the availability of electronic and information technology products and services with features that support accessibility.

The VPAT provides a summary view of criteria specific to various types of technologies identified in the Oklahoma Information Technology Accessibility Standards. There are three sections in each table. Section one of the Summary Table describes each section of the Standards. The second section describes the supporting features of the product or refers you to the corresponding detailed table, "e.g., equivalent facilitation." The third section contains any additional remarks and explanations regarding the product.

Oklahoma EITA Procurement Clause:

Pursuant to Title 74, Section 85.7d and OAC 580:15-6-21 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.

EIT Standards may be found at www.ok.gov/DCS/Central_Purchasing/index.html or http://www.ok.gov/OSF/documents/isd_itas.doc.

1) For Information Technology or Communications Products, Systems and Applications not requiring development and/or customization. The Contractor shall provide a description of conformance with the applicable Oklahoma Information Technology Accessibility Standards for the proposed product, system or application by means of either a Voluntary Product Accessibility Template (VPAT) or other comparable document, upon request.

   The Contractor shall indemnify and hold harmless the State of Oklahoma and any Oklahoma Government entity purchasing the products, systems, or applications not requiring development 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.

2) For Information Technology or Communications Products, Systems or Applications requiring development and/or customization. The Contractor shall provide a description of conformance with the applicable Oklahoma Information Technology Accessibility Standards for the proposed product, system, or application developed and/or customized by means of either a Voluntary Product Accessibility Template (VPAT) or other comparable document, upon request. Additional requirements and documentation may be required and compliance will be necessary on the Contractor's part. Such requirements will be stated in documents such as State Bids, Request for Proposals, Contracts, Agreements, Purchase Orders, and Amendments.

The Contractor shall indemnify and hold harmless the State of Oklahoma and any Oklahoma Government entity purchasing the products, systems, or applications from 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. However, the Contractor shall no longer have an obligation to indemnify the State for liability resulting from products, systems or applications developed and/or customized that are not in compliance with applicable Oklahoma Information Technology Accessibility Standards ("Standards") after the State has tested and confirmed that the product, system or application meets the accessibility requirements in the Standards.

How to Get Started - Begin with your product's specification or a list of its known features:

1. Determine which subsection(s) of the Oklahoma Information Technology Accessibility Standards (IT Standards) apply to your product. Document the product's ability to meet the standards in the applicable areas, such as software, operating system, and so on.
2. For each standard in the applicable area(s), determine if the product meets or supports the standard.
   - If the product appears to meet or support the standard, then you have the option of providing examples of features that are accessible or of specific accessibility features that exist.
   - If the product appears to not meet the standard, remember that the OK Information Technology Accessibility Standards allow for alternative products provided that they result in substantially equivalent or greater access. The product can meet the standard as long as the feature performs in the same manner as it does for any other user. This is called "functional equivalency."

3. When the VPAT draft is complete, translate the technical language into language that will be understood by a state agency procurement officer. We encourage use of suggested language noted in the section "Suggested Language for Filling out the VPAT".
4. **Suggested Language for filling out the VPAT**
   Suggested language below has been developed for use when filling out a VPAT. All or some of the language may be used. You are encouraged to use consistent language in VPATs throughout the form.

Supporting Features	
Supports	Use this language when you determine the product fully meets the letter and intent of the criteria.
Supports with Exceptions	Use this language when you determine the product does not fully meet the letter and intent of the criteria, but provides some level of access relative to the criteria.
Supports through Equivalent Facilitation	Use this language when you have identified an alternate way to meet the intent of the criteria or when the product does not fully meet the intent of the criteria.
Supports when combined with Compatible AT	Use this language when you determine the product fully meets the letter and intent of the criteria when used in combination with compatible AT. For example, many software programs can provide speech output when combined with a compatible screen reader (commonly used assistive technology for people who are blind).
Does not Support	Use this language when you determine the product does not meet the letter or intent of the criteria.
Not Applicable	Use this language when you determine that the criteria do not apply to the specific product.
Not Applicable - Fundamental Alteration Exception Applies	Use this language when you determine a fundamental alteration of the product would be required to meet the criteria (see the IT Standards for the definition of "fundamental alteration").

Remarks & Explanations (third section on VPAT)

Providing further explanation regarding features and exceptions is especially helpful. Use this section to detail how the product addresses the standard or criteria by:

- Listing accessibility features or features that are accessible;
- Detailing where in the product an exception occurs; and
- Explaining equivalent methods of facilitation (See Section 3.5 of the IT Standards for definition of "equivalent facilitation").

State of Oklahoma
Office of Management and
Enterprise Services

Web-Based Internet Information and Applications VPAT

The following VPAT provides a sample format used to evaluate IT Standards applicable to Web-Based Internet Information and Applications established in Section 4.3 of the official IT Standards**.** The standards are based on the Federal Section 508 Electronic and Information Technology Accessibility Standards developed by the Access Board as well as the access guidelines, version 1.0, developed by the Web Accessibility Initiative of the World Wide Web Consortium. These provisions ensure access for people with visual, hearing, motor and cognitive disabilities who rely on various assistive products to access computer-based information, such as screen readers. Screen readers translate the computer screen display into automated audible output and refreshable Braille displays. Certain conventions, such as verbal tags or identification of graphics and format devices, such as frames, are necessary so that these devices can "read" them for the user in a sensible way. The standards do not prohibit the use of Web site graphics or animation. Instead, the standards help ensure that such information is also available in an accessible format. Generally, this means use of text labels or descriptors for graphics and certain format

Responses to “Meet Standard and How” and “Not Applicable and Why” should be completed in detail. Simple “yes” or “comply” answers provide insufficient information necessary to conduct an informed assessment.

Product Name/Description: _____

Date VPAT Completed: _____

Supplier Name: _____

Name of Person Completing Form: _____

Telephone Number: _____

Web-based Internet information and applications - IT Standards Section 4.3 Voluntary Product Accessibility Template
Criteria: (a) A meaningful text equivalent for every non-text element shall be provided (e.g., via "alt", "longdesc", or in element content) except for captioning of audio information which shall comply with (b) of this section.
Supporting Features:
Remarks and explanations:

Criteria: (b) Equivalent alternatives for any multimedia presentation shall be synchronized with the presentation.
Supporting Features:
Remarks and explanations:

Criteria: (c) Web pages shall be designed so that all information conveyed with color is also available without color, for example from context or markup. Ensure that foreground and background color combinations provide sufficient contrast when viewed by someone having color deficits or when viewed on a black and white screen.
Supporting Features:
Remarks and explanations:

Criteria: (d) Documents shall be organized so they are readable without requiring an associated style sheet.
Supporting Features:
Remarks and explanations:

Criteria: (e) Redundant text links shall be provided for each active region of a server-side image map.
Supporting Features:
Remarks and explanations:

Criteria: (f) Client-side image maps shall be provided instead of server-side image maps except where the regions cannot be defined with an available geometric shape.
Supporting Features:
Remarks and explanations:

Criteria: (g) Row and column headers shall be identified for data tables.
Supporting Features:
Remarks and explanations:

Criteria: (h) Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.
Supporting Features:
Remarks and explanations:

Criteria: (i) Frames shall be titled with text that facilitates frame identification and navigation
Supporting Features:
Remarks and explanations:

Criteria: (j) Pages and elements shall be designed so that screen flicker does not occur between frequencies 2 Hz and 55 Hz.
Supporting Features:
Remarks and explanations:

Criteria: (k) A text-only page, with equivalent information or functionality, shall be provided to make a web site comply with the provisions of these standards when compliance cannot be accomplished in any other way. The content of the text-only page shall be updated whenever the primary page changes. The non-accessible version must be as accessible as possible.
Supporting Features:
Remarks and explanations:

Criteria: (l) When pages utilize scripting or other programmatic elements to display content, the information provided by the script shall also be provided in an equivalent text format that can be processed and interpreted by assistive technology. When pages utilize scripting or other programmatic elements to create user interfaces, user interaction shall be input device independent.
Supporting Features:
Remarks and explanations:

Criteria: (m) When a web page requires that an applet, plug-in or other application be present on the client system to interpret page content, the page must provide a link to a plug-in or applet that complies with Oklahoma Software Applications and Operating Systems standards (a) through (l).
Supporting Features:
Remarks and explanations:

Criteria: (n) When electronic forms are designed to be completed on-line, the form shall allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.
Supporting Features:
Remarks and explanations:

Criteria: (o) A method shall be provided that permits users to skip repetitive navigation links.
Supporting Features:
Remarks and explanations:

Criteria: (p) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.
Supporting Features:
Remarks and explanations:

Criteria: (q) Use valid, industry recognized web programming standards including a document type definition or the equivalent.
Supporting Features:
Remarks and explanations:

Criteria: (r) Identify the primary natural language of the document.
Supporting Features:
Remarks and explanations:

Criteria: (s) A link to the agency's Web site accessibility policy (if existing) and contact information for compliance issues related to the accessibility of electronic and information technology shall be included on home pages and other key pages.
Supporting Features:
Remarks and explanations: