Solicitation

1. Solicitation#: 2900000095 **2. Solicitation Issue Date: March 31, 2016**

3. Brief Description of Requirement:

The Office of Management and Enterprise Services, Information Services, on behalf of the Oklahoma Employment Security Commission is accepting proposals from qualified suppliers for a proven and successfully developed and implemented commercial off-the-shelf solution (COTS) web-based, vendor-hosted Workforce Development System to replace the current OKJobMatch system.

Customization/modification will be discussed with the successful supplier in detail and will be approved by OESC on a case-by-case basis only. The proposed solution will have the capability to support the Workforce Investment Board and business needs, especially the employment and training needs of Oklahoma citizen and workforce system stakeholders. The proposed solution must be a fully integrated, vendor-hosted system and shall support all of the following: labor exchange for employers and job seekers, case management for program requirements, training providers and approved programs.

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4. Response Due Date: May 5, 2016 **Time: 3 p.m. Central Time**

5. Issued By and Return Sealed Bid To:

Office of Management and Enterprise Services
ATTN: 2900000095/Ernest Graham
5005 N. Lincoln Blvd., Suite 300
Oklahoma City, OK 73105

6. Contracting Officer:
Name: Ernest Graham

Email: Ernest.Graham@omes.ok.gov

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

TABLE OF CONTENTS

A. GENERAL PROVISIONS 3
A.1. Definitions 3
A.2. Certification Regarding Debarment, Suspension, and Other Responsibility Matters 3
A.3. Bid Public Opening 4
A.4. Late Bid 4
A.5. Legal Contract 4
A.6. Pricing 4
A.7. Firm Fixed Price 4
A.8. Pricing Requirements 4
A.9. Manufacturers' Name and Approved Equivalents 5
A.10. Rejection of Offer 5
A.11. Award of Contract 5
A.12. Contract Modification 5
A.13. Delivery, Inspection and Acceptance 5
A.14. Invoicing and Payment 5
A.15. Audit and Records Clause 6
A.16. Non-Appropriation Clause 6
A.17. Choice of Law and Venue 6
A.18. Termination for Cause 6
A.19. Termination for Convenience 6
A.20. Insurance 7
A.21. Employment Relationship 7
A.22. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007 7
A.23. Compliance with Applicable Laws 7
A.24. Gratuities 8
A.25. Preclusion from Resulting Contracts 8
A.26. Mutual Responsibilities 8
A.27. Background Checks and Verifications 8
A.28. Confidentiality 8
A.29. Unauthorized Obligations 8
A.30. Electronic and Information Technology Accessibility 8
A.31. Patents and Copyrights 9
A.32. Assignment 9
A.33. Severability 9
A.34. Paragraph Headings 9
A.35. Failure to Enforce 9
A.36. Conflict of Interest 9
A.37. Limitation of Liability 10
A.38. Media Ownership (Disk Drive and/or Memory Chip Ownership) 10
A.39. Offshore Services 10
A.40. Failure to Provide 10
A.41. Agency Policies 10
A.42. Compliance with Technology Policies 10
A.43. High Technology System Performance and Upgrades 10
A.44. Emerging Technologies 11
A.45. Ownership Rights 11
A.46. Source Code Escrow – Reference Title 62 O.S. § 34.31 11
A.47. Right to Renegotiate 12
A.48. Used or New Products 12
A.49. Publicity 12
A.50. Mandatory and Non-Mandatory Terms 12
A.51. Non Tobacco – Smoke Free 12
A.52. OMES - ISD / Agency Relationship 12

A.53. Acceptance of Solicitation Content 12
A.54. Special Provisions 12
B. SPECIAL PROVISIONS 13
B.1. Contract Term, Renewal and Extension Option 13
B.2. Obligations of Permitted Subcontractor 13
B.3. Warrants 13
B.4. Commercial Off-The-Shelf (Cots) Software 13
B.5. Delivery, Acceptance, and Testing 14
B.6. Agency Policies 14
C. SOLICITATION SPECIFICATIONS 16
C.1. Overview 16
C.2. Background 16
C.3. Current Environment - Attachment A 16
C.4. Glossary of Terms - Attachment B 16
C.5. Mandatory Specifications/Requirements 16
C.6. Non-Mandatory Specifications 26
C.7. Work/Implementation Plan (Project Schedule) 28
C.8. Staffing Plan 28
C.9. Training Plan 28
C.10. Disaster Recovery Plan 29
C.11. Incident Management and Problem Escalation-Procedures 29
C.12. Maintenance/Support 29
C.13. Project Management 30
C.14. Attachment C – Requirements Response 30
D. EVALUATION 31
D.1. Evaluation and Award 31
D.2. Proposal Clarification Questions 31
D.3. Competitive Negotiations of Offers 31
D.4. Selection Criteria 31
D.5. Evaluation Process 32
E. INSTRUCTIONS TO Bidder 33
E.1. Introduction 33
E.2. Preparation of Bid 33
E.3. Submission of Bid 33
E.4. Bid Change 34
E.5. Solicitation Amendments 34
E.6. Proprietary and/or Confidential 34
E.7. Oklahoma Open Records Act 34
E.8. Communications Concerning Solicitation 34
E.9. Administrative Review 34
E.10. General Solicitation Questions 34
E.11. Electronic Funds Transfer (EFT) 35
E.12. Bid Deliverables 35
E.13. Awardee Financial Status 36
E.14. Notice of Award 36
F. PRICE AND COST 37
F.1. Cost-Fixed Rate 37
F.2. Renewal Cost- Fixed Rate 37
G. Other – Security Assessment 37
H. CHECKLIST 40
H.1. Vendor Checklist 40

A. GENERAL PROVISIONS

The following provisions shall apply where and as applicable to this 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 acquired by purchase, lease purchase, lease with option to purchase, or rental pursuant to applicable state law.

A.1.2. "Amendment" means a written restatement of or modification to a Contract Document executed by both parties.

A.1.3. "Bid" means an offer in the form of a bid, proposal or quote a Bidder submits in response to this Solicitation.

A.1.4. "Bidder" means an individual or Business Entity that submits a Bid in response to this Solicitation.

A.1.5. "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.1.6. "COTS" means software that is commercial off the shelf.

A.1.7. "Contract" means this Solicitation, which together with other Contract Documents, as may be amended from time to time, evidences the final agreement between the parties with respect to the contract awarded pursuant to this Solicitation.

A.1.8. "Contract Document" means, when executed by all applicable parties as necessary, this Solicitation, the Bid of the awarded Supplier, any statement of work, work order, rider or similar document related hereto, any purchase order related hereto, other statutorily required or mutually agreed documents related hereto, and any Amendment to any of the foregoing.

A.1.9. "Closing Date and Time" is 3:00 P.M. Central Time on the date this Solicitation closes.

A.1.10. "Interlocal Entity" means, with respect to any state other than Oklahoma, any authority, office, bureau, board, council, court, commission, department, district, institution, unit, division, body or house of any branch of such state government, any political subdivision of such state, and any organization related to any of the foregoing.

A.1.11. "OMES - ISD" means the Office of Management and Enterprise Services, Information Services Division, on behalf of the State of Oklahoma.

A.1.12. "Procuring Agency" means the State of Oklahoma Agency initiating the procurement.

A.1.13. "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.1.14. "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.

A.1.15. "State Entity" means any agency, authority, office, bureau, board, council, court, commission, department, district, institution, unit, division, body or house of any branch of the State government, any political subdivision of the State, and any organization related to any of the foregoing.

A.1.16. "State CIO" is the State Chief Information Officer or designee, in the capacity of the State Purchasing Director for information technology and telecommunications Acquisitions.

A.1.17. "Solicitation" means this document inviting Bids for the Acquisition referenced herein.

A.1.18. "Supplier" means the Bidder with whom the State enters into the Contract awarded pursuant to this Solicitation.

A.1.19. "Utilities" means a Bidder's reusable or pre-existing proprietary intellectual property that forms the basis for a customized or developed software deliverable for the State and which is specifically identified as such by the Bidder in writing prior to execution of the Contract awarded pursuant to this Solicitation.

A.2. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

By submitting a Bid to this Solicitation:

A.2.1. The Bidder certifies that the Bidder and its principals or participants:

A.2.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal, state or local department or agency;

A.2.1.2. Have not within a three-year period preceding this Contract 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.2.1.3. 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 foregoing offenses enumerated in this certification; and

A.2.1.4. Have not within a three-year period preceding this Contract had one or more public (federal, state or local) contracts terminated for cause or default.

A.2.2. Where the Bidder is unable to certify to any of the statements in the certification above, Bidder shall attach an explanation to the Bid.

A.3. Bid Public Opening

Sealed Bids may be opened upon public request at the time and date specified herein as the Closing Date and Time.

A.4. Late Bid

Bids received by the State after the Closing Date and Time shall be deemed non-responsive and shall not be considered for any resultant award.

A.5. Legal Contract

By submitting a Bid to this Solicitation:

A.5.1. Submitted Bids are rendered as a legal offer and when accepted by the State, shall constitute a contract.

A.5.2. The Contract Documents resulting from this Solicitation shall have the following order of precedence: this Solicitation, other contract award documents, including but not limited to the Purchase Order, Amendments, required certification statements, change orders, license and other similar agreements; and the successful Bid. In the event there is a conflict between any of the preceding documents, the other contract award documents prevail over this Solicitation, and both the other contract award documents and this Solicitation shall prevail over the successful Bid. If there is a conflict between the terms of any Contract Document and applicable Oklahoma law, rules or regulations, such laws, rules and regulations shall prevail over the conflicting terms of the Contract Document.

A.5.3. Any Contract Document related to this Solicitation shall be legibly written or typed.

A.5.4. All transactions related to this Solicitation, and any Contract Document related hereto, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

A.6. Pricing

A.6.1. Bids shall remain firm for a minimum of one-twenty (120) days after the Closing Date and Time.

A.6.2. Bidders guarantee unit prices to be correct.

A.6.3. In accordance with 74 O.S. §85.40, all travel expenses to be incurred by Supplier in performance of the Contract shall be included in the total Bid price/contract amount.

A.6.4. All costs incurred by the Bidders for Bid preparation and participation in this competitive procurement shall be the sole responsibility of the Bidder. The State of Oklahoma shall not reimburse any Bidder for any such costs.

A.7. Firm Fixed Price

Unless this Solicitation specifies otherwise, a Bidder shall submit a firm, fixed price for the term of the Contract.

A.8. Pricing Requirements

If Bidder pricing does not meet requirements of the section herein titled Price and Cost, the Bid may be considered non-responsive.

A.9. Manufacturers' Name and Approved Equivalents

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

A.10. Rejection of Offer

The State reserves the right to reject any Bids that do not comply with the requirements and specifications of this Solicitation. A Bid may be rejected when the Bidder imposes terms or conditions that would modify requirements of this Solicitation or limit the Bidder's liability to the State. Other possible reasons for rejection of Bids 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 non-responsiveness of the Bid due to lack of compliance with the terms and conditions of negotiation or this Solicitation.

A.11. Award of Contract

A.11.1. The State may award the contract to more than one Bidder 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 to be in the best interest of the State of Oklahoma.

A.11.2. Contract awards shall be made to the lowest and best Bid(s) unless this Solicitation specifies that best value criteria is being used.

A.11.3. In order to receive an award or payments from the State of Oklahoma, Bidder must be registered. The Bidder registration process can be completed electronically through the website at the following link: https://www.ok.gov/dcs/vendors/index.php.

A.11.4. It is the preference of the State to award to a single Bidder. However, the State reserves the right to award to multiple Bidders when it has been determined to be in the best interest of the State.

A.12. Contract Modification

A.12.1. The Contract Documents issued as a result of this Solicitation is under the authority of the State personnel signing the Contract Documents. The Contract may be modified only through a written Amendment, signed by the State.

A.12.2. 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 OMES - ISD in writing, or that is made unilaterally by the Supplier, is a material breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including but not limited to any unauthorized written Amendment, shall be void and without effect, and the Supplier shall not be entitled to any claim under the Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract.

A.13. Delivery, Inspection and Acceptance

A.13.1. All deliveries shall be F.O.B. Destination. The Supplier shall prepay all packaging, handling, shipping and delivery charges and prices quoted shall include all such charges. Any products delivered pursuant to this Contract shall be subject to final inspection and acceptance by the procuring entity at destination and the procuring entity has no responsibility for the delivered products prior to acceptance. Title and risk of loss or damage to all items shall be the responsibility of the Supplier until accepted. The Supplier shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance. "Destination" shall mean delivered to the receiving dock or other point specified in the applicable purchase order.

A.13.2. Supplier shall be required to deliver products as offered on or before the required date. Deviations, substitutions, or changes in the products shall not be made unless expressly authorized in writing by the State or Interlocal Entity, as applicable.

A.14. Invoicing and Payment

A.14.1. Upon submission of an accurate and proper invoice, the invoice shall be paid in arrears after products have been delivered or services provided and in accordance with applicable law. Invoices shall contain the

purchase order number, a description of the products delivered or services provided, and the dates of such delivery or provision of services.

A.14.2. State Acquisitions are exempt from sales taxes and federal excise taxes.

A.15. Audit and Records Clause

A.15.1. 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 Supplier agrees any pertinent state or federal agency shall have the right to examine and audit all records relevant to execution and performance of this Contract.

A.15.2. The Supplier is required to retain records relative to this Contract for the duration of this Contract and for a period of seven (7) years following completion and/or termination of this 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.16. Non-Appropriation Clause

The terms of this Contract and any purchase order issued for multiple years under this Contract are contingent upon sufficient appropriations being made by the applicable state legislature, federal government or other appropriate government entity. Notwithstanding any language to the contrary in this Contract, or any other Contract Document, the State Entity or Interlocal Entity may terminate its obligations under this Contract if sufficient appropriations are not made by the Oklahoma Legislature, federal government or other appropriate governing entity to pay amounts that may become due under the terms of multiple year agreements in connection with this Contract. The decision as to whether sufficient appropriations are available shall be accepted by, and be final and binding on, the Supplier.

A.17. Choice of Law and Venue

A.17.1. Any claims, disputes or litigation relating to the Contract Documents, singularly or in the aggregate, or the execution, interpretation, performance, or enforcement thereof shall be governed by the laws of the State of Oklahoma, or in the case of an Interlocal Entity, in the state in which the Interlocal Entity is located, without regard to application of choice of law principles.

A.17.2. Venue for any action, claim, dispute, or litigation relating in any way to the Contract Documents shall be in Oklahoma County, Oklahoma, or in the case of an Interlocal Entity, as agreed to between such Interlocal Entity and Supplier or as otherwise provided by applicable law.

A.18. Termination for Cause

A.18.1. The Supplier may terminate this Contract in whole or in part for default with both a thirty (30) day written request and upon written approval from the State. The State may terminate this Contract in whole or in part for default or any other just cause upon a thirty (30) day written notification to the Supplier.

A.18.2. The State may terminate this Contract immediately, in whole or in part, without a thirty (30) day written notice to the Supplier, when violations are found to be an impediment to the function of the State and detrimental to the cause of a State Entity, when conditions preclude the thirty (30) day notice, or when the State determines that an administrative error occurred prior to Contract performance. Similarly, an Interlocal Entity may terminate its obligations to Supplier immediately upon any of the foregoing conditions in this subsection.

A.18.3. If this Contract or certain obligations hereunder are terminated, the State, State Entity or Interlocal Entity, as applicable, shall be liable only for payment for products delivered and accepted and such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law.

A.19. Termination for Convenience

A.19.1. The State may terminate this Contract, in whole or in part, for convenience if the State Chief Information Officer determines that termination is in the State's best interest. The State shall terminate this Contract by delivering to the Supplier a notice of termination for convenience specifying the terms and effective date of termination. The Contract termination date shall be a minimum of sixty (60) days from the date the notice of termination is issued by the State. Similarly, an Interlocal Entity may terminate its obligations to Supplier upon a determination by the proper authority for such Interlocal Entity that termination is in the Interlocal Entity's best interest and notice of termination by such Interlocal Entity shall be provided in accordance with the foregoing requirements set forth in this subsection.

A.19.2. If this Contract or certain obligations hereunder are terminated pursuant to this section, the State, State Entity, or Interlocal Entity, as applicable, shall be liable only for products delivered and accepted and such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law.

A.20. Insurance

The Supplier shall maintain and promptly provide proof to the State of the following insurance coverage, and any renewals, additions or changes thereto, as long as the Supplier has any obligation under a Contract Document:

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 and with coverage, if applicable, for all owned vehicles, all non-owned vehicles, and all hired vehicles;

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

e) Additional coverage required by the State in writing in connection with a particular Acquisition.

A.21. Employment Relationship

This Contract does not create an employment relationship between the parties. Individuals performing services required by this Contract are not employees of the State, a State Entity or an Interlocal Entity and, accordingly, shall not be eligible for rights or benefits accruing to such employees including but not limited to health insurance benefits, workers' compensation insurance, paid vacation or other leave, or any other employee benefit.

A.22. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007

By submitting a Bid to this Solicitation, the Bidder certifies that it is registered and participates in the Status Verification System, available at www.dhs.gov/E-Verify, as required under applicable State law and is in compliance with applicable federal immigration laws and regulations. The Bidder agrees that compliance with the certification set forth in this section shall be a continuing obligation.

A.23. Compliance with Applicable Laws

A.23.1. In connection with its performance of obligations under the terms of this Contract, the Bidder certifies compliance with and, if awarded the Contract pursuant to this Solicitation, shall continue to comply with all applicable federal, state, and local laws, rules, regulations, ordinances and orders, as amended, including but not limited to the following:

a) Drug-Free Workplace Act of 1988 and as implemented at 45 C.F.R. part 76, Subpart F;

b) If the payments pursuant to the Contract are expected to exceed $100,000.00, Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use under nonexempt Federal contract, grant or loans of facilities included on the EPA List of Violating Facilities;

c) Prospective participant requirements set forth at 45 C.F.R. part 76 in connection with debarment, suspension and other responsibility matters;

d) 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973 and Executive Orders 11246 and 11375, Americans with Disabilities Act of 1990;

e) For Persons entering into a grant or cooperative agreement over $100,000.00 (as defined at 45 C.F.R. §93.105 and 93.110), Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part 93;

f) Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Circular A-133 with approval and work paper examination rights of the applicable procuring entity; and

g) Be registered as a business entity licensed to do business in the State, (registration through the Oklahoma Secretary of State at https://www.sos.ok.gov), have obtained a sales tax permit and be current on franchise tax payments to the State, as applicable.

A.23.2. The Supplier shall maintain all applicable licenses and permits required in association with its obligations hereunder.

A.23.3. The Supplier shall inform its employees, agents and proposed subcontractors who perform services for the State under this Contract of the Supplier's obligations hereunder and shall require compliance accordingly.

At the request of the State, Supplier shall promptly provide adequate evidence that such persons are its employees, agents or approved subcontractors and have been informed of their obligations hereunder.

A.24. Gratuities

The rights of Supplier under the terms of this Contract may be immediately terminated , in whole or in part, by written notice if it is determined that the Supplier, its employee, agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to any State or Interlocal Entity employee directly involved in this Contract. In addition, a Supplier determined to be guilty of such a violation may be suspended or debarred.

A.25. Preclusion from Resulting Contracts

Any Bidder 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 being awarded the Contract and from securing a sub-contractor that has provided such services.

A.26. Mutual Responsibilities

The State and Supplier agree that:

A.26.1. 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.26.2. This is a non-exclusive Contract and each party is free to enter into similar agreements with others.

A.26.3. Each party grants the other only the licenses and rights specified in the Contract Document and all other rights and interests are expressly reserved.

A.26.4. Except as otherwise set forth herein, where approval, acceptance, consent, or similar action by either party is required under this Contract, such action shall not be unreasonably delayed or withheld

A.27. Background Checks and Verifications

At the sole discretion of the State, State Entity or Interlocal Entity, as applicable, employees of the Supplier and any subcontractor of the Supplier may be subject to background checks. If background check information is requested, the Supplier must submit, or cause to be submitted, the required information in a timely manner and the Supplier's access to facilities, data and information may be withheld prior to completion of background verification acceptable to the State, State Entity or Interlocal Entity.

A.28. Confidentiality

A.28.1. The Supplier shall maintain strict security of all State data and records entrusted to it or to which the Supplier gains access, in accordance with and subject to applicable federal and state laws, rules, regulations and policies and shall use any such data or records only as needed by Supplier for performance of its obligations hereunder. The Supplier further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or state laws, rules and regulations. If Supplier utilizes a permitted subcontractor, Supplier shall obtain specific written assurance, and provide a copy to the State, that the subcontractor shall maintain this same level of security of all data and records entrusted to or accessed by the subcontractor and agree to the same obligations as Supplier, to the extent applicable. Such written assurance may be set forth in the required subcontractor agreement referenced herein.

A.28.2. No State data or records shall be provided or the contents thereof disclosed to a third party unless specifically authorized to do so in writing by the State CIO or in compliance with a valid court order. The Supplier shall immediately forward to the State and the State CIO any request by a third party for data or records in the possession of the Supplier or any subcontractor or to which the Supplier or subcontractor has access and Supplier shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.

A.29. Unauthorized Obligations

At no time during the performance of this Contract shall the Supplier have the authority to obligate any other party hereto for payment of any goods or services over and above those set forth in this Contract. If the need arises for goods or services over and above the products, Supplier shall cease the project and contact the appropriate procuring entity for written approval prior to proceeding.

A.30. Electronic and Information Technology Accessibility

Supplier shall comply with federal and state laws, rules and regulations related to information technology accessibility, as applicable, including but not limited to Oklahoma Information Technology Accessibility Standards ("Standards") set forth at http://www.ok.gov/cio/documents/isd_itas.pdf and Supplier shall provide a Voluntary Product Accessibility Template ("VPAT") describing such compliance, which may be provided via a URL linking to the VPAT. If the products will require development or customization, additional requirements and documentation may be required and compliance shall be necessary by Supplier. Such

requirements may be stated in appropriate documents including but not limited to state bids, request for proposals, statements of work, riders, agreements, purchase orders and Amendments. Accordingly, in each statement of work or similar document issued pursuant to this Contract, Supplier shall describe such compliance and identify, if and as applicable, (i) which exception to the Standards applies or (ii) a description of the tasks and estimated cost to make the proposed products and/or services compliant with applicable Standards.

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

A.31. Patents and Copyrights

A.31.1. Without exception, the products prices shall include all royalties or costs owed by the Supplier to any third party arising from the use of a patent or copyright.

A.31.2. If a third party claims that any portion of the products provided by Supplier under the terms of this Contract infringes that party's patent or copyright, the Supplier shall defend the State against the claim at the Supplier's expense and pay all related costs, damages, and attorneys' fees incurred by, or assessed to, the State, provided the State (i) promptly notifies the Supplier in writing of the claim and (ii) to the extent authorized by the Attorney General of the State, allows the Supplier to control the defense and any related settlement negotiations. If the Attorney General of the State does not authorize sole control of the defense and settlement negotiations to Supplier, Supplier shall be granted authorization to equally participate in any proceeding related to this section but Supplier shall remain responsible to indemnify the State for all associated costs, damages and fees incurred by or assessed to the State.

A.31.3. If such a claim is made or appears likely to be made, the Supplier shall enable the State to legally continue to use, or modify for use, the portion of products at issue or replace such potential infringing products with at least a functional non-infringing equivalent. If the Supplier determines that none of these alternatives is reasonably available, the State shall return such portion of the products at issue to the Supplier, upon written request, in exchange for a refund of the price paid for such returned goods as well as a refund, if applicable, of other products which are rendered materially unusable as intended due to removal of the portion of products at issue.

A.31.4. Supplier has no obligation regarding a claim based on any of the following: (i) modification of a product by any party other than Supplier, its employee, agent, representative, permitted subcontractor, or any State employee acting in conjunction with the Supplier; (ii) 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 Supplier as a system or (iv) infringement solely by a non-Supplier product that has not been provided to the State by, through or on behalf of the Supplier as opposed to its combination with products Supplier provides to or develops for the State as a system.

A.32. Assignment

Supplier's obligations under a Contract Document may not be assigned or transferred to any other person or entity without the prior written consent of the State which may be withheld in its sole discretion. Rights granted under the terms of this Contract may be assigned or transferred, at no additional cost, to other entities within the State.

A.33. 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.34. Paragraph Headings

The headings used in this Contract are for convenience only and do not constitute part of the Contract.

A.35. Failure to Enforce

Failure by the State, as applicable, at any time to enforce a provision of, or exercise a right under, any Contract Document shall not be construed as a waiver of any such provision. Such failure to enforce or exercise shall not affect the validity of any Contract Document, or any part thereof, or the right of the State to enforce any provision of, or exercise any right under, a Contract Document at any time in accordance with its terms. Likewise, a waiver of a breach of any provision in a Contract Document shall not affect or waive a subsequent breach of the same provision or a breach of any other provision in a Contract Document.

A.36. Conflict of Interest

A.36.1. Bidder must provide immediate disclosure of any contractual relationship or any other relevant contact with any State personnel or another Supplier involved in the development of a Bidder's response to this Solicitation. Any conflict of interest shall, at the sole discretion of the State, be grounds for rejection of the Bid or termination of project involvement.

A.36.2. In addition to any requirement of law or through a professional code of ethics or conduct, the Supplier and the Supplier's employees performing services for the State are required to disclose any outside activity or interest that conflicts or may conflict with the best interest of the State. Further, without prior written approval of the State, such employees shall not plan, prepare, or engage in any activity that conflicts or may conflict with the best interest of the State as long as the Supplier has an obligation under this Contract. Prompt disclosure is required under this section 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 or any other third-party individual or entity awarded a contract with the State.

A.37. Limitation of Liability

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

A.38. Media Ownership (Disk Drive and/or Memory Chip Ownership)

A.38.1. In accordance with the State of Oklahoma Information Security Policy, Procedures, Guidelines set forth online at http://www.ok.gov/cio/documents/InfoSecPPG.pdf ("Electronic Media Retention Requirements"), any disk drives and memory cards purchased with or included for use in leased or purchased equipment under this Contract remain the property of the State.

A.38.2. 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 Entities or for the resale of refurbished equipment that has been in use by State Entities, by the Supplier to the general public or other entities. Electronic Media Retention Requirements shall also be applied to replacement devices and components, whether purchased or leased, the Supplier 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, the State shall have sole discretion, prior to removal, to determine and enforce sufficient safeguards (such as a record of hard drive serial numbers) to protect Personal Identification Information that may be stored within the hard drive or memory of the device.

A.39. Offshore Services

No offshore services are provided for under this Contract. State data shall not be used or accessed internationally, for troubleshooting or any other use not specifically provided for herein without prior written permission, which may be withheld in the State's sole discretion, from the appropriate authorized representative of the State.

A.40. Failure to Provide

The Supplier's repeated failure to provide defined services, without reasonable basis as determined in the sole discretion of the State CIO, shall constitute a material breach of the Supplier's obligations, which may result in partial or whole cancellation of the Contract.

A.41. Agency Policies

The Supplier's employees and/or sub-contractors must adhere to the applicable State policies including, but not limited to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. It is up to the Supplier to review and relay State policies covering the above to the consulting staff.

A.42. Compliance with Technology Policies

The Supplier 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.43. High Technology System Performance and Upgrades

A.43.1. If an Acquisition pursuant to this Contract includes a "high technology system" as defined under Oklahoma law, the Supplier shall provide documentation of the projected schedule of recommended or required system upgrades or improvements to such system for the three (3) year period following the target purchase date. If Supplier does not plan such system upgrades or improvements, the Supplier shall provide documentation that no system upgrades or improvements to the high technology system are planned for the three (3) year period following the target purchase date.

A.43.2. Any Acquisition pursuant to this Contract of an upgrade or enhancement to a high technology system shall be conditioned upon the Acquisition being provided at no charge to the State; the Acquisition being provided to the State at no additional charge pursuant to a previous agreement with the Supplier; the Supplier providing documentation that any required or recommended upgrade will enhance or is necessary for performance of the applicable State agency duties and responsibilities; or the Supplier providing documentation that it will no longer supply maintenance assistance to the applicable State agency and the

applicable State agency documenting that the functions performed by the high technology system are necessary for performance of the State agency duties and responsibilities.

A.44. 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 in this Contract. 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 an Amendment to this Contract.

A.45. Ownership Rights

A.45.1. Any software developed by the Supplier is for the sole and exclusive use of the State including but not limited to the right to use, reproduce, re-use, alter, modify, edit, or change the software as it sees fit and for any purpose. Moreover, except with regard to any deliverable based on the Utilities, the State shall be deemed the sole and exclusive owner of all right, title, and interest therein, including but not limited to all source data, information and materials furnished to the State, together with all plans, system analysis, and design specifications and drawings, completed programs and documentation thereof, reports and listing, all data and test procedures and all other items pertaining to the work and services to be performed pursuant to this Contract including all copyright and proprietary rights relating thereto. With respect to Utilities, the Supplier grants the State, for no additional consideration, a perpetual, irrevocable, royalty-free license, solely for the internal business use of the State, to use, copy, modify, display, perform, transmit and prepare derivative works of Utilities embodied in or delivered to the State in conjunction with the products.

A.45.2. Except for any Utilities, all work performed by the Supplier of developing, modifying or customizing software and any related supporting documentation shall be considered as Work for Hire (as defined under the U.S. copyright laws) and, as such, shall be owned by and for the benefit of State.

A.45.3. In the event that it should be determined that any portion of such software or related supporting documentation does not qualify as "Work Made for Hire", Supplier hereby irrevocably grants to the State, for no additional consideration, a non-exclusive, irrevocable, royalty-free license to use, copy, modify, display, perform, transmit and prepare derivative works of any such software and any Utilities embodied in or delivered to the State in conjunction with the products.

A.45.4. Supplier shall assist the State and its agents, upon request, in preparing U.S. and foreign copyright, trademark, and/or patent applications covering software developed, modified or customized for the State. Supplier shall sign any such applications, upon request, and deliver them to the State. The State shall bear all expenses that incurred in connection with such copyright, trademark, and/or patent applications.

A.45.5. If any Acquisition pursuant to this Contract is funded wholly or in part with federal funds, the source code and all associated software and related documentation owned by the State may be shared with other publicly funded agencies at the discretion of the State without permission from or additional compensation to the Supplier.

A.45.6. It is understood and agreed that the Software is being developed by the Supplier for the sole and exclusive use of the State of Oklahoma. Moreover, except with regard to any deliverable based on Supplier's 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.45.7. Except for any Utilities, all work performed by the Supplier 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 owned by and for the benefit of State of Oklahoma.

A.46. Source Code Escrow – Reference Title 62 O.S. § 34.31

If required under applicable Oklahoma law relating to customized computer software developed or modified exclusively for a State Entity, the Supplier shall have a continuing obligation to comply with such law and place the source code for such software and any modifications thereto into escrow with an independent third party escrow agent. Supplier shall pay all fees charged by the escrow agent and enter into an escrow agreement, the terms of which are subject to the prior written approval of the State, with the escrow agent including terms that provide the State receives ownership of all escrowed source code upon the occurrence of any of the following:

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

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

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

d) The filing of a petition in bankruptcy by or against the Supplier 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 Supplier's property;

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

g) The ceasing of a Supplier of maintenance and support of the software; or

h) Such other condition as may be statutorily imposed by the future amendment or enactment of applicable Oklahoma law.

A.47. Right to Renegotiate

Prior to exercising the State's right to cancel this Contract, the State may renegotiate the Contract for the purpose of obtaining more favorable terms for the State, provided that the term of the Contract is not modified.

A.48. Used or New Products

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

A.49. Publicity

The award of this Contract to Supplier is not in any way an endorsement by the State of Supplier or the products and shall not be so construed by Supplier in any advertising or publicity materials. Supplier 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 as an endorsement. Supplier further agrees not to publish or use such advertising, sales promotion, or publicity matter or release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning this Contract without obtaining the prior written approval of the State.

A.50. Mandatory and Non-Mandatory Terms

A.50.1. Whenever the terms "shall", "must", "will", or "is required" are used in this Solicitation, the specification being referred to is a mandatory specification of this Solicitation. Failure to meet any mandatory specification may cause rejection of a Bid.

A.50.2. Whenever the terms "can", "may", or "should" are used in this Solicitation, the specification being referred to is a desirable item and failure to provide any item so termed shall not be cause for rejection of a Bid.

A.51. Non Tobacco – Smoke Free

By order of the Governor's Executive Order 2012-01, effective August 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.52. OMES - ISD / Agency Relationship

Pursuant to the Oklahoma Information Technology Consolidation and Coordination Act, 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 on behalf of the State of Oklahoma, allows other State agencies to use these assets while retaining ownership and the right to reassign them upon written notification to the Supplier.

A.53. Acceptance of Solicitation Content

Unless otherwise provided in Section One of the Bidder's response to this Solicitation, all Bids shall be firm representations that the responding Bidder has carefully investigated and will comply with all terms and conditions contained in this Solicitation Upon award of any contract to the successful Bidder, the contents of this Solicitation, as may be amended by the Bid, shall become contractual obligations between the parties. Failure to provide all proposed Amendments to the terms and conditions contained in this Solicitation of the Bid may cause the Bid to be rejected from consideration for award.

A.54. 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. Contract Term, Renewal and Extension Option

B.1.1. The initial contract period shall begin on the effective date and shall extend through One (1) Year (the "Initial Term") unless renewed, extended, or terminated in accordance with applicable contract provisions. The Supplier shall not commence work, commit funds, incur costs, or in any way act to obligate the State until so notified in writing of the approval of the contract. The authorized State representative is the only individual who can transmit that approval to the Supplier.

B.1.2. Under Oklahoma law, the State may not contract for a period longer than one (1) year (the "Initial Term"). By mutual consent of the parties hereto, it is intended that there shall be four (4) options to renew, subject to the terms and conditions set forth herein, each for duration of one (1) year.

B.1.3. After the Initial Term, the Agreement may be renewed annually upon mutual written consent of the parties. Prior to each renewal, the State shall subjectively consider the value of this Contract to the State, the Supplier's performance under the Contract and shall review certain other factors, including but not limited to the a) terms and conditions of Contract Documents to determine validity with current State and other applicable statutes and rules; b) then current products pricing and price discounts offered by Supplier; and c) then current products and support offered by Supplier.

B.1.4. If the State determines changes to a Contract Document are required as a condition precedent to renewal, the State and Supplier will cooperate in good faith to evidence such required changes in an Amendment.

B.1.5. The State, at its sole option, may choose to exercise an extension for ninety (90) days beyond the final renewal option period, at the Contract pricing rate. If this option is exercised, the State shall notify the Suppler in writing prior to contract end date. The State, at its sole option, may choose to exercise subsequent ninety (90) day extensions, by mutual consent and at the Contract pricing rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Supplier.

B.1.6. In the alternative, 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.2. Obligations of Permitted Subcontractor

B.2.1. If the Supplier is permitted to utilize subcontractors in support of this Contract, the Supplier shall remain solely responsible for its obligations under the terms of this Contract and for its actions and omissions and those of its agents, employees and subcontractors. Any proposed subcontractor shall be identified by entity name and by employee name in the applicable proposal and shall include the nature of the services to be performed. Prior to a subcontractor being utilized by the Supplier in connection with provision of the products, the Supplier shall obtain written approval of the State of such subcontractor and each employee of such subcontractor proposed for use by the Supplier. Such approval is within the sole discretion of the State. As part of the approval request, the Supplier shall provide a copy of a written agreement executed by the Supplier and subcontractor setting forth that such potential subcontractor is bound by and agrees to perform the same covenants and be subject to the same conditions, and make identical certifications to the same facts and criteria, as the Supplier under the terms of all applicable Contract Documents. Supplier agrees that maintaining such agreement with any subcontractor and obtaining prior approval by the State of any subcontractor and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.

B.2.2. All payments for products shall be made directly to the Supplier. No payments shall be made to the Supplier for any services performed pursuant to this Contract by unapproved or disapproved employees of the Supplier or a subcontractor.

B.3. Warrants

Supplier warrants and represents that products or deliverables specified and furnished by or through the Supplier shall individually, and where specified by Supplier 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. Defects in products or deliverables specified and furnished by or through the Supplier shall be repaired or replaced by Supplier at no cost or expense to the State if such defect occurs during the warranty period.

B.4. Commercial Off-The-Shelf (Cots) Software

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

B.5. Delivery, Acceptance, and Testing

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

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

If the Supplier's product or services fail to meet the specifications, then the same may be rejected and returned to the Supplier with a letter stating the reasons for non-acceptance. Such rejection will exempt the OESC from all related costs incurred by the Supplier. The Supplier 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. OESC 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, OESC may, at its sole discretion, continue with the Supplier 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 Contactor shall take whatever corrective action as necessary so that the deliverable(s) conform to the specifications, including but not limited to, mediation or replacement of non-conforming products or services. Supplier warrants that, upon receipt of written notice by the OESC 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.6. Agency Policies

B.6.1. Information Security

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

The successful Supplier 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 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 day of breach discovery.

The successful Supplier will comply with Federal Information Processing Standards – FIPS 200 which promotes the development, implementation, and operation of 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

B.6.2. User Logon Authorization

The supplier will not be granted access to OESC information systems without the prior completion and approval of a Logon Authorization Request for Non-OESC form. 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.6.3. Background Checks and Verifications

At the sole discretion of the State, the Supplier may be subject to user background checks, depending on the information systems accesses or types of data provided to the Supplier. Supplier must submit the required background check information to the State within 7 days.

B.6.4. Data Transfer Agreement I

All data, reports, and documents along with deliverables and the contents thereof, are the sole property of the Oklahoma Employment Security Commission (OESC)

Supplier shall not share OESC specific data with any entity without the expressed written permission of OESC and will transfer all data to OESC or its designee upon request.

Within 15 days following acceptance of the contract award Supplier will provide to OESC a model transition plan that shall include a timeline detailing the implementation of operations and procedures for **data conversion/ transfer** that may be required.

For each data request, a target date for data transfer will be mutually agreed upon by both parties. Supplier shall provide a transition and disentanglement plan which includes, but not limited to, the following:

a) Identification and transfer of all data, reports,

b) Protected information, and

c) Any other information necessary for the continuity of services in a secure format usable by Oklahoma Employment Security Commission or its agent(s).

d) Data location

e) Processes in place to transfer data back to OESC

Additionally, at the conclusion of this contract, the Supplier shall reasonably work with OESC and provide at no extra charge, assistance in turning over the operations to OESC or its agent. At the conclusion of turning over operations, Supplier shall provide documentation that all data in its possession has been turned over and all copies of data in Supplier's possession has been destroyed

B.6.5. Data Transfer Agreement II

All data, reports, and documents along with deliverables and the contents thereof, are the sole property of the State of Oklahoma Employment Security Commission.

Supplier will be required to submit a written agreement signed by an authorized representative for the State of Oklahoma and an authorized representative of the Supplier.

In the event, the Supplier's company ceases to do business or no longer exist; all data, documents, records and any other information necessary for the continuity of services shall be transferred in a secure format usable by Oklahoma Employment Security Commission or its agent(s). The Supplier shall reasonably work with OESC and provide at no extra charge, assistance in turning over the operations to OESC or its agent. At the conclusion of turning over operations, Supplier shall provide documentation that all data in its possession has been turned over and all copies of data in Supplier's possession has been destroyed.

C. SOLICITATION SPECIFICATIONS

C.1. Overview

The Office of Management and Enterprise Services (OMES) IT Procurement Division, on behalf of the Oklahoma Employment Security Commission (OESC) is accepting proposals from qualified suppliers for a proven and successfully developed and implemented Commercial off the Shelf Solution (COTS) web based vendor hosted Workforce Development System to replace the current OKJobMatch system. Customization / modification will be discussed with the successful supplier in detail and will be approved by OESC on a case-by-case basis only. The proposed solution will have the capability to support the Workforce Investment Board and business needs, especially the employment and training needs of Oklahoma citizen and workforce system stakeholders. The proposed solution must be a fully integrated, vendor hosted system and shall support all of the following: labor exchange for employers and job seekers, case management for program requirements, training providers and approved programs. The proposed solution must have a robust reporting capability for all required federal system requirements, activity reports, and interface with Unemployment Insurance. The proposed solution must take advantage of any new technologies to increase efficiency and streamline processes across programs for all participants. For Informational purposes, please see Attachments A and B (C.3., C.4.).

C.2. Background

OESC is a United States Department of Labor (USDOL) funded agency dedicated to providing quality service and assistance to Oklahoma businesses and job seekers. OESC's mission is to enhance Oklahoma's economy by; matching jobs and workers to increase the efficiency of local labor markets, providing Unemployment Compensation to support unemployed workers and their communities, preparing a skilled workforce to enhance and align their skills to meet local labor market needs, and gathering, analyzing and disseminating information about the labor force to improve local economic decisions

OESC Strategic Direction:

- Improve Customer Satisfaction by Establishing an Efficient and Effective Organization
- Obtaining and Effectively Allocating Resources to Better Serve our Customers
- Enhancing Customer Service by Providing Better Technology
- Creating Value through Public Awareness

C.3. Current Environment - Attachment A

C.4. Glossary of Terms - Attachment B

C.5. Mandatory Specifications/Requirements

Mandatory requirements are the minimum capabilities, features, and/or technical standards that must be met by the proposed solution to be determined responsive. The Bidder shall clearly state their ability to meet the Minimum System (technical) requirements and will state how the requirements will be met, what assurances of success the proposed approach will provide.

Bidder shall provide a detailed narrative describing installation and configuration requirements and the proposed method to meet the requirements of this RFP. The proposed solution must meet or exceed the following functional requirements. Bidder should provide examples, samples, and or screenshots as applicable. Proposals meeting the minimum mandatory requirements will be evaluated further and assigned points.

C.5.1. System Functionality

The proposed solution must:

C.5.1.1. Comply with all EEOC regulations.

C.5.1.2. The solution shall maintain privacy & confidentiality of job-seeker information

C.5.1.3. The solution must have the ability to provide customer service 24/7/365.

C.5.1.4. The solution must include basic demographic information of job-seekers (e.g., location, education level, Veterans status).

C.5.1.5. Have the ability for a single point of data entry ("universal or common intake") for all client data that will be used for all programs covered within the system.

C.5.1.6. Capture all data within this "universal or common intake" that is needed for any/all programs contained within the system (i.e., name, address, date of birth, etc.).

C.5.1.7. In accordance with the implementation of the Veterans' Priority Provisions of the "Jobs for Veterans Act" (PL 107-288), the proposed solution must ensure that qualified veterans will receive priority referral to services over non-veterans as determined by each program's mandatory eligibility criteria.

a) Bidder shall provide a detailed description (**not to exceed to 2 pages)** of how the proposed solution will accommodate Veterans' Priority Provisions of the Jobs for Veterans Act.

C.5.1.8. Configurable business rules that change account status (e.g., inactive) after a specified period of inactivity.

C.5.1.9. The ability for authorized users to enroll participants into various WIA or WIOA programs once registration/account creation is complete.

C.5.1.10. Have a talent/resume central storage bank for posting of participant's resumes and related information and a release approval mechanism by participants of all or some resume data for employer review. Both staff and job seeking participants must be able to input, access, modify, and print resumes. Bidder shall provide a detailed description of **(not to exceed 2 pages)** the proposed solution performs the following:

a) self-service options
b) How a accounts created
c) accessibility by authorized users

C.5.1.11. The ability for participants and authorized users to upload, download and print resumes.

C.5.1.12. The ability for participants to search for jobs based on configurable criteria and to see job recommendations based on information entered into their profile and resume.

C.5.1.13. The ability for assessment and job search via self-service for participants.

C.5.1.14. The ability for participants to add, edit and delete information from their online profile including contact information and alerts for system generated job matches.

C.5.1.15. The ability for job seekers to receive automatic job alerts notifying them of jobs that the system has automatically matched to their resume.

C.5.1.16. The ability to track and match participant assessment and skill set data to employer needs.

C.5.1.17. The ability for authorized users to enter job developments and employer contacts.

C.5.1.18. Provide case management tools and tracking of both participants and employer services.

C.5.1.19. Provide the capability to post static pages and/or Word documents for communication purposes to staff and clients. Bidder shall provide a detailed description **(not to exceed to 2 pages)** of the content management functionality external-facing site(s). Information to include:

a) The types of documents authorized users have and the ability to create, edit or delete
b) Any other approaches available for communication purposes.

C.5.1.20. Provide electronic, on-line matching of job seekers' skills to job openings and/or training opportunities.

C.5.1.21. The ability for users to research suitable careers or advancement opportunities through self-assessment of skills and abilities tools, access to multiple job banks (federal, state, and local); and through the use of USDOL O*NET System including the O*NET Career Exploration Tools and other online assessment and interest profile tools.

a) Bidder will provide a list of job banks the proposed solution interacts with and information describing participants' ability to apply for positions posted in these banks via the self-service interface.

C.5.1.22. The ability to "Spider" to other internet based job banks. For example, the "spidering" ability shall include data from newspaper websites, corporate job sites, national job banks, and local government job banks. Bidder shall provide a detailed description **(not to exceed to 2 pages)** of how the proposed solution:

a) Spiders jobs

b) How often spidering occurs

c) How long spidered jobs remain in the solution

d) How job seekers apply to the jobs, etc.,

C.5.1.23. Must provide the ability to cross reference and maintain the most current versions of O*NET and NAICS to pull in occupational, and industry code job and industry descriptions. This ability must be part of the system and cannot be hyperlinked data.

a) Bidder shall provide a detailed description **(not to exceed 2 pages)** of how the proposed solution maintains "real time" data from O*NET and NAICS.

C.5.1.24. The ability to track job seeker occupational skill assessments and O*NET assessments.

C.5.1.25. Customer data shall be entered only once and shall immediately be accessible to all users of the application according to their user profile. Bidder shall provide a detailed description **(not to exceed 2 pages)** of how the proposed solution:

a) Shares data across modules.
b) Once data such as a participant or employer is entered, how it is immediately accessible everywhere in the solution.
c) Under what situations or circumstances (if any) would duplicate data entry be required.

C.5.1.26. Must provide the ability for the registration of claimants and participants for both the Unemployment Insurance benefits system and the workforce programs to be entered once, but used for both systems The proposed solution must interface with the State Unemployment Insurance system and provide the ability to view, add, and edit the history and claim issue of a UI Claim and/or Reemployment Services based on security requirements for the user. Bidder shall provide a detailed description **(not to exceed 2 pages)** of how the proposed solution:

a) Interfaces with an UI system and creates automatic registrations for the Wagner-Peyser program.

b) How it interfaces with an UI system and allows issues to be added from either system.

C.5.1.27. Provide participants and job seekers with current and historical labor market information, including but not limited to: labor markets, industry and employment trends, wage rates, and certification and licensing requirements.

C.5.1.28. Ensure that all elements for customer assessment shall be accessible by both customers and staff according to user profile and be able to link and document results of self-service assessment instruments.

C.5.1.29. Provide the ability for Oklahoma jobs, including federal contractor job orders to be automatically downloaded into the system from US.jobs (Direct Employers Association) or subsequent DOL approved vendors with the National Labor Exchange.

C.5.1.30. Must provide the ability for employer job orders, including federal contractor jobs to be automatically uploaded from the system to US.jobs (DirectEmployers Association) or subsequent or additional DOL approved vendors with the National Labor Exchange.

C.5.1.31. Provide the ability for Oklahoma jobs, including federal contractor job orders to be automatically downloaded into the system from America's Job Exchange.

C.5.1.32. Provide the option for jobs to be automatically downloaded into the system from employers with large numbers of job orders.

C.5.1.33. Provide the ability to access and update host records in "real-time".

C.5.1.34. Must display all EEO taglines for any system printed forms produced (i.e., Equal Opportunity Employer/Program, Auxiliary aids and services are available upon request to individuals with disabilities).

C.5.1.35. The ability to conduct customer satisfaction surveys and provide reporting features for authorized users.

C.5.1.36. Provide accurate job listings with the proper information for applying to the job.

C.5.1.37. Must provide the ability to take limited fact finding (Able and Available information) on a claim.

C.5.1.38. Allow staff to search for claimants and veterans in different geographic locations with the ability for staff to send reemployment information to those claimants and veterans.

C.5.1.39. Provide the ability of email capability for both staff and customers relating to required services and job matches.

C.5.1.40. Must ensure that all system response times are in "real time" unless otherwise specified in the Contract.

C.5.1.41. Provide a web based application based on relational data base architecture that can be enhanced as future development becomes necessary.

C.5.1.42. Must support multiple browsers that include at a minimum: Internet Explorer, Firefox, Chrome, Safari, etc., in their current and previous company supported versions.

C.5.1.43. Be able to handle multiple sites, including satellite locations with multiple concurrent users throughout the State including clients, employers, staff, sub-Contractors, and WIOA partner staff.

C.5.1.44. The ability to translate web pages into other languages (at a minimum Spanish and Vietnamese).

C.5.1.45. The ability to control access into the system for an employer via user account security.

C.5.1.46. The ability for the system to generate notification to staff of pending employer registration requiring staff action.

C.5.1.47. Provide authorized staff users the ability to create, update, edit, delete and approve new employer accounts.

C.5.1.48. Provide the ability to assign an authorized user as the primary point of contact for each employer.

C.5.1.49. The ability for authorized users to enter and view all activity for a specific employer, including but not limited to: job orders, on-site visits, job fair participation, recruitment assistance, rapid response, labor market information given, and various forms of outreach.

C.5.1.50. Allow authorized users to view employer's contact information, job orders, services provided, case notes, etc.

C.5.1.51. The ability for automatic online password resets for user accounts after a certain number (set by state administrative staff) of unsuccessful password attempts.

C.5.1.52. The ability to automatically suspend user accounts after a certain number of unsuccessful password attempts. The number of unsuccessful password attempts shall be set by designated State administrative staff.

C.5.1.53. The ability to access reports on employers, identifying at a minimum the primary staff contact and any other staff contacts that have provided services.

C.5.1.54. The ability for employers to directly post jobs in a user-friendly format.

C.5.1.55. The ability to match job-seekers based on skill and/or work experience.

C.5.1.56. The proposed solution must provide the ability for center staff to manage job orders entered by employers if the employer so chooses. Must provide a method for job referrals to be entered and tracked on job orders in the solution by center staff. Job referrals must be tracked at least by staff, job order, and by center if the job order was entered by staff. Bidder shall provide a detailed description **(not to exceed 2 pages)** of how the proposed solution:

a) Identifies that an employer wishes a job order entered by them to be managed by center staff.

b) How the center staff "take over" the job order in the solution.

c) How the job referral process works in the solution for all jobs and job seekers, including job referrals entered by staff for job seekers.

In addition to the above the proposed solution must meet or exceed the following functional requirements. Bidder should provide examples, samples, and or screenshots as applicable.

1) State staff, partner staff, authorized users and employers the ability to create, edit and remove job orders.

2) Authorized users the ability to create, edit and delete a portfolio of job orders for ongoing administration.

3) Configurable business rules to facilitate the archiving of closed job orders based on specified criteria

4) The ability to identify if the job order will be self-service or staff assisted. Self-service is when an employer will be working their own job order. Staff assisted when the employer has chosen for the Workforce Center staff to work the job order.

5) Authorized staff users the ability to control job order entry into the system for the employer.

6) The ability for employers and Workforce Center staff to change the status of job orders (example: Active, Hold, Closed).

7) The ability for employers and Workforce Center staff to enter notes on the job order.

8) The ability for Workforce Center staff to access any self-service employer worked job order if case the employer needs or requests assistance.

9) Authorized staff users the ability to view and modify skill sets selected by an employer on a job order.

10) The ability for authorized users to assign job orders to staff and or centers for the purposes of job order management.

11) The ability to select multiple locations for a job order.

12) The ability to search for Job Orders by worksites and business locations.

13) The ability for job order search results to be reviewed by categories such as occupation, industry, status, and location.

14) The ability for staff to easily view and access active job orders assigned to them via an aggregated module/tab/report.

15) The ability for authorized users to match active participant accounts and resumes with job order qualification requirements.

16) The ability to determine if a resume has already been compared against a job order.

17) The ability for authorized users to send system generated emails to participants notifying them of job order activity.

18) Have an accurate, automatic system job order alerts for the job seeker via email and/or text messaging based on relevant skill and/or work experience of the job-seeker.

19) The ability to run reports on job orders, identifying at a minimum the workforce center and staff assigned.

20) The ability to individually identify all types of Foreign Labor Certification job orders.

21) Provide the ability for authorized users to enter results of a referral on a job order.

C.5.1.57. Provide the ability for staff and employers to distinguish between veteran and non-veteran participants and job seekers when viewing their profiles and resumes.

C.5.1.58. Provide the ability to distinguish between claimant and non-claimant profiles and resumes for authorized staff users.

C.5.2. Administrative Requirements

The proposed solution must:

C.5.2.1. Must provide the ability to add and edit participant services by program/funding source and attach to appropriate data element for any WIA or WIOA program performance report (WIASRD, 9002, VETS 200, etc.) in keeping with Oklahoma's service delivery policies. Bidder shall provide a detailed description **(not to exceed 2 pages)** of how the proposed solution:

a) Facilitates Workforce Investment Act Standardized Record Data (WIASRD) reporting and all other WIA or WIOA program performance reporting.

C.5.2.2. The ability to configure status fields and force entry of required fields based on specified criteria.

C.5.2.3. Administrators must have the ability to enter WARN and Non WARN layoff information to include Company Name, address, contact, LWIA affected, location of layoff(s), FEIN/SEIN, start date and end date. Note that fields must be available for an administrator to include any

additional pertinent information. This information shall be viewable by the public. System must have the ability to populate layoff information to individual participant records that indicate the employer of layoff and to flag those that have received a Rapid Response service. All the entered information must be available to be mapped to performance reports. Bidder shall provide detailed description **(not to exceed 2 pages)** of how the proposed solution:

a) Will accommodate Worker Adjustment and Retraining Notification Act (WARN) layoffs.

b) What fields are available and they can be customized.

C.5.2.4. Employers and occupations must map to individual participant's layoff information given at the time of program enrollment.

a) Describe how the proposed solution connects or links employer and occupation information to participant layoff information.

C.5.2.5. The ability to upload, retrieve, edit, name/classify documents, attach to multiple programs and delete a variety of file types by case and to establish a business rule that limits the number and/or size of attachments that can be saved to an individual record.

C.5.2.6. Provide the ability to approve or deny access to the system and set security access for programs, screens, and reports to either view only, read or write rights, in addition to editing access, removing access or reinstating access.

C.5.2.7. Must provide the ability to add/edit programs for offices and attach them to the correct hierarchy (Security as it relates to Roles and Responsibility to each Region). The solution must provide the ability to set security and access to programs, offices, and regions.

C.5.2.8. Must provide the ability for authorized state administration users and the Supplier to enter and track system: issues, bugs, problems, questions, improvements, approvals/denials, time of completion, etc., using a mutually agreed upon issue tracking system available in real time by approved state administration and the Supplier.

C.5.2.9. Must provide the ability for web style sheets to always be consistent with the state of Oklahoma's workforce portal, currently at http://oklahomaworks.gov, particularly concerning, but not limited to: background, color and font selection.

C.5.2.10. Provide administration and management software or tools necessary to operate the system, including performance and problem diagnostic tools.

C.5.2.11. Provide the ability for designated State administrators to approve, disapprove, edit and add: new staff accounts, training provider accounts, service provider accounts and employer accounts.

C.5.2.12. The ability for authorized staff users to view all UI, FEDES, WRIS and supplemental wages by participant SSN or other unique participant identification to comply with USDOL data validation requirement (this must be based on your security level/role if you have the ability to view wages and other related details).

a) Describe how the solution facilitates Department of Labor data validation requirements.

C.5.2.13. The ability for authorized users to change attributes and fields for a specific case or record (i.e., program enrollment).

a) Describe which programs the solution includes (WIA, TAA, WP, etc.,) and how they are configurable.

C.5.3. Eligible Training Provider

The proposed solution must:

C.5.3.1. Provide the ability for external users to create, change, and lookup a user name and/or password and to manage details associated with their account.

C.5.3.2. After approval by the State the provider must then be required to enter programs of training based on CIP to include whether or not application for WIA or WIOA approval is requested and whether or not the course has been offered before, whether the training is a single course, multi-course program. A program synopsis text field, credit hours, weeks of training, program length, type of attainment, any financial aid offered and refund policy. All program cost item fields shall be broken out by category, detailed and required. Bidder shall provide a detailed description **(not to exceed 2 pages)** of how the proposed solution:

a) Manages Eligible Training Providers.

b) How their information is entered into the system.
c) Once training has been entered, what actions may be taken by the State.
d) What fields are available and configurable or customizable.
e) How the information is then presented to and accessible by the public.
f) What performance reports are available and customizable.

C.5.3.3. Provide configurable business rules and workflow by program type to facilitate review and approval processes for training providers.

C.5.3.4. Must have separate administrative functions for the State administrator and for each local WIB ETP (Eligible Training Provider) Administrator. Any required administrative functions must be based on either State or local responsibility in accordance with WIOA Section 122.

C.5.3.5. Programs requesting WIOA approval must go into each local administrative queue for review and either approved as non-WIOA or WIOA for their individual workforce area based on their demand occupations.

C.5.3.6. Upon approval the provider and course of training must be listed for public view indicating which LWIBs have approved the course with all information pertaining to the course of training minus the contact name viewable to the public.

C.5.3.7. Provide configurable business rules that facilitate automatically generated emails to training providers.

C.5.3.8. All approved course of training must come into the local administrative queue for each Workforce Investment Board that has approved the course to review for subsequent approval when the email is generated.

C.5.3.9. After review by each LWIA, the solution must display to any user that the program has been re-approved and which LWIAs have been approved.

C.5.3.10. Provide the ability to search for training by a variety of fields (institution type, course, location, etc.).

C.5.3.11. The public must have the ability to search by training type tied behind the scenes to CIP. The public must view that the program is approved, by what LWIB, a course description, program length...basically everything the provider has entered pertaining to the school and course of training.

C.5.3.12. Upon entering any training service there must be a link that ties back to the ETP system that will pull all of the information pertaining to the chosen training provider and course of training into the participant's service plan. This must all tie back to the program and the provider to generate program performance information for WIA participants on each approved program of training.

C.5.3.13. Information on performance whether entered by provider or generated by the system based on the entry of participant training services mapped back to individual participants must flow into required WIA or WIOA ETP performance report.

C.5.4. Case Management

The proposed solution must:

C.5.4.1. Provide the ability for authorized users to manage the programs available for participants as specified by the Department of Labor regulations.

In addition to the above the proposed solution must meet or exceed the following functional requirements:

a) It must provide the ability for follow up tracking after the client exits any program(s) as specified by the Department of Labor regulations.

b) Have the ability to track services provided to clients from other programs within the system.

c) The date of first program service must reflect the date and program of the first service (regardless of partner providing the service) given to the participant within the 90 day time period prior to the entry of the Adult, DLW or Youth enrollment to meet the ETA's data validation requirements.

d) The System must generate potential eligibility for any program for all participants following WIOA and WIA regulations and reporting guidelines based on the information entered into system by the participant or by case management staff.

C.5.4.2. Staff must have the ability to view and access all self-service applications to expand for consideration for WIOA program enrollment. Questions pertaining to eligibility should be based on WIOA Section 129 for potential youth program eligibility and WIOA Section 131 for potential Adult/DLW eligibility. Bidder shall provide a detailed description **(not to exceed 2 pages)** of the proposed solution:

a) Self service capabilities.
b) The access authorized users will have to self-service accounts and information.
c) How the solution will generate the potential eligibility for Federal programs based on information entered by the participant or by case management staff.

C.5.4.3. Staff must have the ability to view participant information that is universal across programs regardless of their access to individual program enrollment.

C.5.4.4. The ability for staff to enter initial and extended gaps in service on a participant to prevent program exit in accordance with DOLETA requirements.

a) The reason for a gap in service must be required field and the gap must be viewable in program enrollment. The gap in service must also require entry of a proposed future service and future service date, which also must be viewable in the program enrollment.

C.5.4.5. Allow staff to modify collected information on participants according to their user profile.

C.5.4.6. The solution must automatically display to staff any outcomes that may be required for staff to enter into the solution for each individual enrollment either during active participation or after program exit according to demographic information provided at the time of participant enrollment and services provided during the active enrollment.

C.5.4.7. Allow users (staff and clients) to generate reminder notices to initiate case management activities. For example, the reminder notices would be created by staff for specific client cases to ensure follow up are done, activities are scheduled, and exit dates are scheduled.

C.5.4.8. The ability for participants to attest to entered information in the solution by electronically signing (creating a virtual signature). This ability must include configurable validation and audit trail criteria.

C.5.4.9. The virtual signature must be date stamped and viewable as part of the participant's virtual case file in keeping with ETA's data validation self-attestation requirements.

C.5.4.10. The solution shall provide the ability for authorized users to create and manage "bookmarks" or an equivalent function for specific cases (participants).

C.5.4.11. The entry of any service into a program must require the name of the service, which partner and staff is providing the service, the projected and actual start date of the service and the estimated and actual end date of the service.

C.5.4.12. Case managers must have the ability to update the status of a given service as necessary to "Scheduled, Pending, In-Progress, Did not Complete or Successfully Completed" or an equivalent service status.

a) Case managers must also be able to enter an associated program note to the service.

C.5.4.13. The ability for case managers to enter and view all case notes entered on an enrolled participant regardless of program entering case note (dependent on security access). Case notes shall automatically flow from initial input to one viewable screen.

C.5.4.14. Allow authorized case managers and counselors to enter, assign, review, and monitor case information from specific qualified participant’s folders. Access shall be provided, but not limited to; employment plans, training plans, reports, updates, and other case management activities.

C.5.4.15. The ability to upload, store and retrieve scanned documents. Case managers must initially scan and attach documents by document name according to state policy to a specific program enrollment or to universal eligibility as a program.

a) Documents must be viewable by participant (case) according to program or universal access

C.5.4.16. The last date of service must equal the program exit date (regardless of partner program providing the service) if there are no subsequent services given within 90 days after this service to meet the ETA's Common Measure Requirements.

C.5.4.17. Provide the ability for authorized users to view all activity for a specific case (participant) including, but not limited to enrollment dates, service types, dates and descriptions, and outcome of service

C.5.4.18. The ability for authorized users to view, create, edit and delete individual service strategies and individual enrollment plans for specific cases

C.5.4.19. Provide the ability for participant/parent of minor and case manager to virtually sign an agreement to details outlined in the ISS/IEP.

C.5.4.20. Provide screens to enter program outcomes by participant in accordance with DOLETA policy.

C.5.4.21. The ability to record the assessment process, including the ability to log multiple test results and track progress of participants within their enrolled program(s).

C.5.4.22. The ability to enter data into the system for each applicant applying for core services, intensive services, training services, support services and follow up activities.

C.5.4.23. Provide configurable business rules that identify and track follow up services after participants exit a program, including "scheduling" and "alerting" functionality using a calendar feature.

C.5.4.24. Provide the ability for authorized users to view participant wages on an application.

C.5.4.25. Must provide the ability for authorized users to add, edit or delete participant information, to create employment plans, training plans, etc., and to run reports for each case (participant)

C.5.4.26. The ability for case notes to be restricted based on authorized user profiles.

C.5.4.27. Provide a simple navigational tool to go directly to needed screens rather than having to page through multiple screens (e.g., navigational bar, fly outs, table functionality).

C.5.4.28. Must have printable forms for specific areas and pages of the system.

C.5.4.29. The ability to add placement activity in "real time."

C.5.4.30. Must provide role based security for case management functions.

C.5.5. Reports

The proposed solution must:

C.5.5.1. The proposed solution must provide the ability for authorized users to export information for report submissions in accordance with Federal reporting requirements.

In addition to the above the proposed solution must meet or exceed the following functional requirements:

a) The proposed solution must produce and provide the ability to access quarterly and annual WIA and WIOA performance reports by program in accordance with DOL regulations within the solution.

b) Reports must display each performance measure as a percentage and include the numerator and denominator for each measure. Both numerator and denominator must link to the list of participants comprising the numerator or denominator and display the list of participants by name, program(s), office of service and case manager.

c) The list must provide a direct link back to each participant's virtual case file to expedite needed updates for accurate outcome(s).

C.5.5.2. Follow and meet all US Department of Labor reporting requirements and updates for all the required WIA and WIOA programs for both the State and for the LWIAs or LWDAs.

C.5.5.3. Must allow authorized Local WIB and authorized State staff to run, at any time, tracking, performance and management reports for all data on clients and programs within each LWIA or LWDA. These reports must be able viewable by individual clients or aggregate reporting data, for all clients and client subgroups. These reports must include, but are not limited to, reporting all information for a given LWIA or LWDA required by State and Federal reporting requirements.

C.5.5.4. Reports must incorporate performance measures outlined by DOLETA for WIA and WIOA partners.

Bidder shall provide a detailed description **(not to exceed to 2 pages)** of how the proposed solution will perform the following:

a) Facilitate WIOA and WIA reporting. How is this information then presented to and accessible by the public

b) What performance reports are available and are they customizable

c) Provide authorized users the ability to automate DOL reporting. What DOL standard reports are included? What performance reports are included? What customized reports can authorized users create and is this done using a report "builder" feature? Can users export reports into different file type(s)? If so, which ones.

d) DOL reporting requirements for all WIA and WIOA programs. How does the solution stay current with changing DOL program requirements and how quickly is any necessary system or report changes implemented?

C.5.5.5. Must provide the ability to review all DOL reports using customized timeframes parameters determined by the DOL

C.5.5.6. Shall provide authorized users the ability to archive historical reports and federal submissions for up to three years after submission in the system.

C.5.5.7. Shall provide the ability to add job seeker wages to compute Federal Report outcomes. This includes, but is not limited to WRIS, FEDES, UI, Supplemental and any other wage data approved by US DOL.

C.5.5.8. The solution shall allow authorized State staff to run federal reports at any time.

C.5.5.9. The proposed solution must provide automated reports defined by State LWIA or State LWDA office that will allow staff to review program services given and performance outcomes in accordance with EEO guidelines.

C.5.5.10. The solution must provide the ability to accept WRIS, FEDES, UI and Supplemental wage data and be programmed to upload and attach the wages to the correct participant records based on SSN

C.5.5.11. The solution must provide the ability for state authorized American Job Center partners to receive data extracts pertaining to specific client data.

C.5.5.12. The solution must provide reports that allow case managers and administrators to manage services entered and in pending status, enrollments that are pending review, performance outcome that are due or past due for update, and questions that need updated after exit.

C.5.5.13. The solution shall provide the ability to produce online ad hoc reports from any information contained within the system. Ad hoc is defined as the ability to produce specific information based on one time or infrequent user request. This feature shall be readily accessible to authorized State staff.

C.5.5.14. The solution must provide the ability to run pre-designed reports for: Employer Accounts, Employer Services, Query data sets and reports findings, and the ability to modify or update reports as required by the State.

C.5.5.15. The solution must provide reports, including system reports (i.e., Performance Measures, Outcomes, Tracking and Demographics, Placements, job referrals, programs services etc.) on participants, job seekers, employers, staff, etc.

C.5.5.16. Reporting Functionalities

The proposed solution must:

a) Shall provide the ability to export all reports into multiple software applications (e.g., Microsoft Excel, Word, and Adobe Acrobat PDF).

b) The solution shall provide the ability to create custom reports for on-going use and include the ability to assign custom reports to a menu or function key for easy access.

c) Must provide the ability for print function capability for all reports generated by the system.

d) Reports must be available to all staff that has access to the system.

e) Reports must be available to public view by percentage only in accordance with WIA and WIOA law and regulations.

f) Provide the ability to customize parameters for reports, (e.g., specific start and end dates).

g) Must provide the ability to add additional reports as required.

h) The solution must provide the ability to track test results, (e.g., participant's skill set tests).

i) Provide the ability to modify or update existing reports as required.

j) Shall provide the ability to combine multiple local workforce area data for aggregate reporting.

k) Must provide the ability to report multiple levels of data (for example, specific cases, local workforce offices, field staff, etc.)

l) Must provide the ability to sort data in the report by any field or element present.

m) Shall provide the ability to display reports based on LWIA or LWDA user login.

n) Shall provide the ability to track all performance requirements at the client level.

o) Must provide the ability to track occupation and industry codes for job orders and job placements.

C.6. Non-Mandatory Specifications

Non-Mandatory requirements are considered added-value. The OESC preference is to have a feature/functional rich system, Bidder should provide detailed information for additional features/functions listed, describe how each of these items will be provided or accomplished. Bidder's response must state if the feature/function is available or unavailable and include any associated cost. Responses must be submitted in excel format. Bidder should provide examples, samples, and or screenshots as applicable to the proposed solution.

C.6.1. The ability for authorized users to create, edit and delete "alerts" for specific participants and cases.

C.6.2. WARN/Non WARN reports by state and LWIA showing name of employer, location of employer, location of layoffs, occupation(s) affected, number of participants affected, date(s) of notice to WARN Administrator, date of lay off, date of Rapid Response Services and a link to a list of any individuals that have registered with the system and have a layoff tied back to the affected employer. This list should also include a link directly to the client's universal information. This report should also include performance outcomes for participants that have been served.

C.6.3. Mobile app capability or mobile device friendly.

C.6.3.1. The proposed solution has a mobile app, yes or no. If yes, describe how authorized users may customize services available, appearance of the app, etc.

C.6.3.2. The proposed solution is mobile device friendly, yes or no. If yes, describe how authorized users may customize services available, appearance of the proposed solution, etc.

C.6.3.3. If your solution does not have a mobile app., or is not mobile device friendly, are there any plans to create an app., or make it mobile device friendly? Yes or no. If yes, what is the timeline for availability.

C.6.4. The proposed solution should produce web analytics and associated web analytic data, accessible to authorized users, including such information, but not limited to: number of users, types of users, user traffic, user access points (mobile or desktop), etc.). Provide examples.

C.6.5. Provide configurable business rules that print pre-determined letters for specific occasions.

C.6.6. The ability to print pre-determined letters for specific occasions. For example, cover letters and intensive services would be form letters within the application that could be printed and provided for participants.

C.6.7. The solution should provide system generated alerts regarding case management activities. For example, system generated alerts would occur for follow ups, or when activities will be ending, or if an exit is about to occur or has occurred.

C.6.8. The ability to generate a system alert to the case manager or designated staff for any change in client status (i.e., exit warning, exit occurred, new service added, activity end date warnings).

C.6.9. The ability of "real time" alert tracking.

C.6.10. The ability for staff to simultaneously view a job seeker's resume and job order to which he/she has been referred, side by side for comparison.

C.6.11. The ability to track customer expenditures by activity, customer and multiple funding sources.

C.6.12. The ability to track expenditures per service.

C.6.13. The ability to track individual training accounts and service vouchers, including dollars spent per individual and the aggregate total.

C.6.14. The functionality of a service fee calculator to be used when creating or editing a plan with each service and fee including number of days/weeks, year to date totals and unspent funds.

C.6.15. Authorized users have the ability to submit periodic (monthly at a minimum) expenditure reports electronically with electronic signatures.

C.6.16. Authorized users will have the ability to submit electronic cash draw requests with electronic signatures.

C.6.17. The ability to allow or accept customized data fields based on tracking /reporting needs, as well as local labor market information, and other local workforce area requirements as defined by the State LWDB and Local One-Stop partners.

C.6.18. The ability to schedule and notify customers of appointments and events through an internal system function.

C.6.19. Allow the using agency and/or staff to co-enroll participants in multiple programs, correct records/data with a minimal number of key strokes, transfer between titles/programs and track multiple enrollments and job placements by funding title(s).

C.6.20. The solution should provide the ability for participants to search for workforce office locations and services by zip code and city.

C.6.21. The solution should allow hyperlinks on the home page to various external websites as determined by state administration. These links should be modifiable through a system administration function designated to authorized staff.

C.6.22. The ability to validate email addresses to confirm their authenticity.

C.6.23. The ability to receive quality Labor Market Information (number of job postings, etc…).

C.6.24. The ability to produce a monthly data extract that tracks company job openings by O*NET classification, NAICS industry classification and size of the company, and wages of the job opening for the most recent month.

C.6.25. The ability for staff to receive system alerts relating to state job order procedures. The solution should provide the ability for administration to set configurable options relating to staff alerts according to state business procedures of job order management.

C.6.26. The ability for staff to send text messages to job seekers.

C.6.26.1. Describe how your solution allows text messages to be sent to job seekers. Do job seekers have an option to not receive text messages?

C.6.27. The ability for staff to send system generated email to job seekers or employers from selected templates. The solution should provide the ability for administration to set configurable options relating to email templates according to state business procedures.

C.6.27.1. Describe how the solution allows emails to be sent from staff to job seekers or employers based on configurable system email templates.

C.6.28. The ability to allow multiple passwords and usernames for employer accounts based on Employer worksites.

C.6.29. Interface capability with the State New Hire Directory listing to allow automated job results to be input into the solution.

C.6.30. Configurable business rules that facilitate the automatic export of data (including but not limited to occupational information, date of birth, location, etc.) to State research administration.

C.6.31. The ability of automatic account (any type) suspension due to inactivity.

C.6.32. A method for authorized state administrative users to enter/edit/delete messages on the home page of the solution notifying the public about important system information.

C.6.33. A method for authorized state administrative users to enter/edit/delete log on messages to the different types of users in the solution, notifying them about important system information.

C.6.34. A method for job seekers receiving Unemployment Insurance benefits to enter/edit/delete required weekly job searches. Case managers should have the ability to review the required job searches.

C.7. Work/Implementation Plan (Project Schedule)

Bidder shall submit a **proposed** implementation and support plan solutions and processes. The proposed plan will be finalized during project kickoff.

C.7.1. Bidder shall submit a brief narrative **(not to exceed 2 pages)** describing the Bidder's capabilities, including a summary work plan and project timeline, based from an estimated date of award, and any proposed interim milestones. The Bidder 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.7.2. Bidder must submit a proposed work plan that will minimize system down-time or malfunction, includes estimated timelines for staged implementation, testing and will meet the expected effective date (Go Live). Bidder 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/Work plan shall include a detailed **Data Conversion/Transfer/ Migration Plan.**

C.7.3. The proposed approach must specify resources which will be required from OESC to accomplish tasks contained within the work plan

C.8. Staffing Plan

The successful, Supplier's staff must have, at a minimum, any mandatory certification, licensure, experience, and skills. If it becomes necessary for the Supplier 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 Project Manager, which shall not be unreasonably withheld. In the event such a staffing change becomes necessary, the Supplier shall make a written request to the OESC Project Manager, including the resume or other description of the qualifications and experience of the proposed alternate and, if appropriate, a justification for the change. The Supplier 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:

C.8.1. Identify the specific individual (s) who will work on the OESC project, their qualifications, past and similar experience.

C.8.2. 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.9. Training Plan

The proposed solution must include a description of the recommended training required to have a full, working knowledge of the application software. The solution will follow a train the trainer approach. On-site trainings will be finalized during the project kickoff meeting. OESC has identified training two distinct training groups: OESC technical staff and OESC administrative training staff.

C.9.1. On-site training for OESC technical staff shall be as soon as feasible as determined by the Bidder and OESC.

C.9.2. On-site training for OESC administrative training staff shall be determined by mutual agreement between the Bidder and OESC, but no less than 90 days prior to system launch.

C.9.3. Periodic –on-going training must be available for updates and new features

C.9.4. Bidder will identify any additional personnel that should be included in the training.

C.9.5. Any options regarding the amount of training

C.9.6. Distinguish the advantages of each successive option

C.9.7. For any training conducted by the Bidder or OESC the Bidder should include the proposed training environment, for example on-site, web, or other

C.9.8. Any requirements OESC is expected to provide

C.10. Disaster Recovery Plan

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

C.10.1. The Disaster Recovery Plan shall describe the successful Supplier'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.10.2. 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 the following:

C.10.2.1. An overview of the Supplier's proposed approach to disaster services

C.10.2.2. Areas of the system most susceptible to failure or disaster that would result in downtime

C.10.2.3. Recommendations for system recovery processes, or steps to take in the event of a downtime event

C.10.2.4. Recommendations for comprehensively effectively mitigating the risk of a downtime event

C.10.2.5. Recommendations for maintaining the security of the system during a period of emergency operation

C.10.2.6. A test plan with metrics to assess the effectiveness of the Plan

C.11. Incident Management and Problem Escalation-Procedures

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

C.11.1. Reporting methods and available options

C.11.2. Repair/restoration status updates — for different types of problems

C.11.3. The maximum duration that a problem may remain unresolved at each level before automatically escalating to a higher level for resolution

C.11.4. Circumstances in which the escalation will occur in less than the normal timeframe,

C.11.5. The nature of feedback on resolution progress, including the frequency of feedback,

C.11.6. 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.11.7. 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.11.8. Process for updating and notifying the State Project Manager of any changes to the Problem Escalation Procedure

C.12. Maintenance/Support

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

C.12.1. Upgrades and/or changes to any part of the system that will affect the ability of clients or staff to access the solution must be scheduled after 9:00 PM CST and before 5:00 AM CST, unless a different time is agreed upon by both parties. The preferred times for upgrades or maintenance changes are Saturdays between noon CST and 10 PM CST. The Oklahoma Employment Security Commission staff must be notified by e-mail twelve (12) hours prior to any scheduled maintenance.

C.12.2. Offer shall provide a detailed Help desk description

C.12.3. 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.12.4. 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.12.5. Support availability (provide days of the week and time)

C.12.6. Software configuration and any new software release, software patch update or software upgrade.

C.12.7. Offer shall list the frequency of product upgrades and patches made to current platform. Are upgrades and patches optional or mandatory

C.13. Project Management

Kickoff Meeting - Within 21 days of award, the project kickoff meeting is to be held at the OESC. The intent of this meeting will be to finalize the project schedule/work plan, and project details. The minimum participants from the Supplier's team for this meeting will be the Project Manager, the Supplier's Manager/Account Executive providing corporate oversight of the project, and at least one Lead Developer. OESC will be represented by the OESC Project Manager, the Project Team and any required Administration. In the event that a component of the system is provided through a subcontractor, the subcontractor's Project Manager and technical representative will be required to attend this. OESC will provide meeting space and similar representation. The Supplier shall provide a written report to the OMES Project Manager 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 Supplier with input and final approval by OESC. The agreed-upon project schedule may not be modified without the mutual written consent of the OESC Project Manager and the Supplier's Project Manager.

Additional Project Management Support – If the project encounters difficulty, OESC may require additional meetings or progress/status reports. The Supplier shall maintain and support such additional project management support in the format and at the frequency deemed necessary by OESC, 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 successful Supplier 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 Supplier 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 Project Manager within two (2) business days of each meeting.

Requirements/Change Management -The successful Supplier shall establish and enforce a system of requirements management/change management based upon the requirements of this RFP, the commitments made in the proposal response and the final approved requirements document. Changes to the final approved requirements must be approved in writing by the OESC Project Manager and Supplier Project Manager and any additional cost associated with the change must be identified at the point of approval. **Any changes that involve additional cost or changes to the scope of the contract must be approved by OMES/ISD Procurement.**

C.14. Attachment C – Requirements Response

The Bidder must complete the Excel **Attachment C – Requirements Response** in its entirety.

D. EVALUATION

D.1. Evaluation and Award

D.1.1. Bids shall be evaluated on the “best value” determination.

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

D.2. Proposal Clarification Questions

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

D.3. Competitive Negotiations of Offers

The State reserves the right to negotiate with one, selected, all or none of the Bidders 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 material to an award decision or that may mitigate the State’s risks. The State shall consider all issues negotiable and will not be artificially constrained by internal corporate policies. Negotiation may be with one or more Bidders, for any and all items in the Bid.

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 Bids. The State reserves the right to limit negotiations to those Bids that received the highest rankings during the initial evaluation phase.

D.3.3. Terms, conditions, prices, methodology, or other features of the Bid may be subject to negotiations and subsequent revision. As part of the negotiations, the Bidder 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 Bid.

D.3.4. The requirements of this Solicitation 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 Bids if deemed necessary, and shall determine the scope and subject of any best and final request. However, the Bidder should not expect an opportunity to strengthen its Bid and should submit its best Bid based on the terms and condition set forth in this solicitation.

D.4. Selection Criteria

D.4.1. VPAT Note: Accessibility is required to be a part of the selection criteria.

D.4.2. Technical Specifications/Requirements

D.4.3. References

D.4.4. Company Information/References

D.4.5. Work/Implementation Plan

D.4.6. Staffing Plan

D.4.7. Training Plan

D.4.8. Disaster Recovery Plan

D.4.9. Incident Management and Problem Escalation

D.4.10. Cost

D.4.11. Demonstrations if applicable

D.5. Evaluation Process

D.5.1. Determination of Solicitation Responsiveness

A responsive Bid is a Bid that meets all the following Solicitation requirements:

- Responding Bidder Information Sheet complete Form 076
- Certification for Competitive Bid and Contract (Non-Collusion Certification) Form 004
- VPAT
- Amendments, if issued, are acknowledged.
- Mandatory Requirements

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 of Bid

The technical section of the Bid is evaluated based on the required submittals in Section C & E.

D.5.3. Evaluation of Cost

Cost comparisons are performed.

D.5.4. Demonstrations

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

D.5.5. Best Value Evaluation of Product/Services

The award of Contract pursuant to this Solicitation to a Bidder is based upon which Bidder best meets the needs of the State.

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

D.5.6. Each Bidder should be prepared to participate in oral presentations and demonstrations to define the Bid, to introduce the Bidder's team, and to respond to any and all questions regarding the Bid if requested by the State prior to award.

E. INSTRUCTIONS TO BIDDER

E.1. Introduction

Prospective Bidders are urged to read this Solicitation carefully. Failure to do so shall be at the Bidder's risk. Provisions, terms, and conditions may be stated or phrased differently than in previous solicitations. Irrespective of past interpretations, practices or customs, Bids shall be evaluated and any resultant contract(s) shall be administered in accordance with the plain meaning of the contents hereof. The Bidder 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 Bidder's failure to read and understand any term or condition in this Solicitation constitute grounds for a claim after award of the Contact.

E.2. Preparation of Bid

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 Bid

E.3.1. All Bids must be submitted to OMES – ISD to the attention of the Procurement Specialist as identified on the front page of this Solicitation. It is the Bidder's sole responsibility to submit information in the Bid as requested by this Solicitation. The Bidder's failure to submit required information may cause its Bid to be rejected.

E.3.2. The Bid should be paginated and indexed in alpha order with reference to specific sections of this Solicitation. All Bids shall be legibly written or typed. Any corrections to Bids shall be initialed. Penciled Bids and penciled corrections shall not be accepted and shall be rejected as non-responsive. Unnecessarily elaborate brochures or other presentations beyond those necessary to present a complete and effective Bid are not desired.

E.3.3. Each Bidder must submit one (1) original hard-copy of the Bid and seven (7) duplicate copies for a total of eight (8) hard-copy documents. In addition, each Bidder must submit one (1) and one (1) copy of the Bid on CD, DVD, or thumb drive for a total of two (2) electronic documents in a "machine readable" format. One (1) CD, DVD, or thumb drive shall be marked as the original and will be considered the official response in evaluating responses for scoring, Open Records Requests, and protest resolution. Each Bid must be submitted in a single sealed envelope, package, or container.

E.3.4. All information relating to price/costs are to be sent in a separate binder/envelope, on a separate CD, DVD, or thumb drive clearly marked as "Price/Cost".

E.3.5. The name and address of the Bidder shall be inserted in the upper left corner of the single sealed envelope, package, or container. The solicitation number and solicitation response due date and time must appear on the face of the single envelope, package, or container.

E.3.6. Bids shall be in strict conformity with the instructions to Bidder, and shall be submitted with a completed "Responding Bidder Information" OMES Form 076, and any other forms completed as required by this Solicitation.

E.3.7. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", OMES Form 004, must be made out in the name of the Bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.

E.3.8. All Bids submitted shall be consistent with the Oklahoma Central Purchasing Act and associated Rules and subject to the Information Services Act and other statutory laws and regulations as applicable.

E.3.9. By submitting a Bid, Bidder 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 information.

E.3.10. If a Bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in this Solicitation, known to the Bidder, or an error that reasonably should have been known by the Bidder, the Bidder shall submit a Bid at its own risk; and if awarded the Contract, the Bidder shall not be entitled to additional compensation, relief, or time by reason of the error or its later correction. If a Bidder takes exception to any requirement or specification contained in this Solicitation, these exceptions must be clearly and prominently stated in the Bid.

E.3.11. Bidders should note that this Solicitation reflects changes in the existing operation to increase efficiencies and streamline business environments in the State of Oklahoma. All previous solicitations or resultant contracts should not be either depended upon, perceived or interpreted to have any relevance to this Solicitation.

E.4. Bid Change

If the Bidder needs to change a Bid prior to the Solicitation Closing Date and Time, a new Bid shall be submitted to the State with the following statement: "This Bid supersedes the Bid previously submitted" in a single envelope, package, or container and shall be sealed. The name and address of the Bidder shall be inserted in the upper left corner of the single envelope, package, or container. Solicitation number and solicitation closing date and time must appear on the face of the single envelope, package, or container.

E.5. Solicitation Amendments

E.5.1. If an "Amendment of Solicitation", OMES Form 011 (or other format as provided), is issued, then the Bidder shall acknowledge agreement with each such Amendment of Solicitation by signing and returning the Solicitation Amendment. An executed Amendment may be submitted with the Bid or may be forwarded separately. If forwarded separately, the executed Amendment must contain this Solicitation number and Closing Date and Time on the front of the envelope. The State must receive the executed Amendment by the Closing Date and Time specified for receipt of bids for the Bid to be deemed responsive. Failure to agree to a Solicitation Amendment may be grounds for rejection.

E.5.2. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Solicitation. All Amendments to this Solicitation shall be made in writing by the State.

E.5.3. It is the Bidder's responsibility to check the State's website frequently for any possible Amendments to this Solicitation that may be issued. The State is not responsible for the Bidder's failure to download any amendment documents required to complete its Bid.

E.6. Proprietary and/or Confidential

E.6.1. Unless otherwise specified in the Oklahoma Open Records Act, Central Purchasing Act, or other applicable law, documents and information a Bidder submits as part of or in connection with a Bid are public records and subject to disclosure. If a Bidder claims any portion of its Bid as financial or proprietary confidential information, the Bidder must specifically identify what documents or portions of documents are considered confidential and identify applicable law supporting the claim of confidentiality. In addition, the Bidder shall submit the information separate and apart from the Bid and mark it Financial or Proprietary and Confidential. Pursuant to the Oklahoma State Finance Act, the State CIO shall make the final decision as to whether the separately submitted information is confidential.

E.6.2. If the State CIO does not acknowledge the information as confidential, OMES – ISD will return or destroy the information with proper notice to the Bidder and the information will not be considered in the evaluation. A Bid marked, in total, as financial or proprietary and/or Confidential shall not be considered.

E.7. Oklahoma Open Records Act

Bids are subject to public disclosure in accordance with the Oklahoma Open Records Act. To the extent permitted by such Act, the Bid will not be disclosed, except for purposes of evaluation, prior to approval by the State CIO of the awarded Contract. All material submitted becomes the property of the State. Bids will not be considered confidential after award of the Contract except that information in the Bid determined to be confidential by the State CIO shall continue to be considered confidential.

E.8. Communications Concerning Solicitation

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

E.9. Administrative Review

E.9.1. Bidders who believe solicitation requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the procurement specialist listed herein. To be considered a request for review must be received no later than 3:00 P.M. Central Time on April 7, 2016. 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 this 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.10. General Solicitation Questions

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

https://wiki.ok.gov/display/itprocurement/2900000095

E.10.1. Questions received via any other means will not be addressed. To register with the State of Oklahoma for wiki access, please follow the link below to request access.

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

E.10.2. In order to guarantee that wiki access is created prior to closing date for submitting questions for a solicitation, please request access at least five (5) business days prior to the closing date for questions. The State of Oklahoma cannot be responsible for a Bidder's lack of access if the request is not made within this timeline.

E.10.3. When posing questions, every effort should be made to:

a) be concise

b) include section references, when possible; and

c) avoid use of tables or special formatting (use simple lists).

E.10.4. These questions shall be answered directly on the wiki and in the form of an amendment and posted on the OMES - ISD website and linked on the wiki. Bidders are advised that any questions received after 3:00 P.M. Central Time on April 28, 2016 shall not be answered.

E.11. Electronic Funds Transfer (EFT)

The State of Oklahoma passed legislation in 2012 requiring funds disbursed from the State Treasury be sent electronically.

If awarded a contract will your company accept payment for invoices from the State by EFT:

Yes ☐ No ☐ (check one)

E.12. Bid Deliverables

Hard copy Bids should be bound, tabbed by section, and clearly marked as Original or Copy.

Note: Bid deliverables are to be submitted in both hard copy and electronic copy on CD, DVD, or thumb drive machine-readable format.

E.12.1. Section One – Introduction

a) Letter of Introduction

b) Completed "Responding Bidder Information" OMES Form 076.

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

d) Signed Amendment(s), if any.

e) Any exceptions to solicitation terms and conditions.

E.12.2. Section Two – References

E.12.2.1. 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.12.2.2. Bidder must provide a brief narrative a **minimum of one (1) a page** describing experience with implementation and hosting a web based Workforce Development System. Experience must substantiate the Bidder's qualifications and capabilities to perform specifications/ requirements as described in Section C. based on work performed within the last five (5) years. Experience must be within state and federal government.

E.12.2.3. Bidder 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 project cost. The reference contact should be a person who is knowledgeable about the experience and the final outcome of the engagement, and is willing and available to discuss the project with OESC.

E.12.2.4. Bidder will provide a minimum of three (3) references where the proposed solution for a Workforce Development system is currently in use.

Failure of a reference provided by the Bidder to respond within 48 hours to inquiries made by OESC whether by e-mail, telephone, or fax may deem the Bidder's response to this RFP as non- responsive.

E.12.3. Section Three – Company Information

Bidder must provide detailed information on its company,

a) Including principals involved,

b) Number of employees, location**,**

c) Years in existence,

d) A statement of financial stability, and

e) Any litigation or pending litigation for the past five years, or a statement indicating there is no litigation.

E.12.3.1. Bidder shall provide a brief narrative (not to exceed 2 pages) of their Company's experience with, implementing, hosting, and supporting a data integration of a Workforce Development System in the Public Sector organizations.

E.12.3.2. Bidder shall submit three (3) professional references from Public Sector organizations for implementation, hosting, services; data integration for a Workforce Development System successfully implemented and provided by your Company.

E.12.4. Section Four – Response to Specifications/Requirements

Provide detailed response to specifications/requirements outlined in Sections C and E, and completing **Attachment C – Requirements Response**.

a) Work/Implementation Plan

b) Staffing Plan

c) Training Plan

d) Disaster Recovery Plan

e) Incident Management and Problem Escalation Plan

E.12.5. Section Five – EITA Compliance

Provide adequate information defining your products 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 of 1973, as amended, and is viewable at the following URL: http://www.section508.gov. At a minimum, you must complete the VPAT & Accessibility – OMES forms applicable to the following sections of the Code of Federal Regulations, 36 CFR 1194, which implements Section 508: "Software Applications and Operating Systems (1194.21)"(OMES Form 053-4.2) Web-based Intranet and Internet Information and Applications (1194.22)(OMES Form 053-4.3) and " Video or Multimedia Products (1194.24)(OMES 053-4.5). You must also complete any other VPAT & Accessibility – OMES Form that is applicable to your solution. Attached for reference is the VPAT Instructions Template.

Supplier may provide a URL link to a website providing VPAT for products deliverables through resulting Contract.

E.12.6. Section Six – Bidder Agreements

Bidder shall provide any required software licenses, maintenance, service agreements and any other similar applicable agreements.

Note: Any such agreements the Bidder requires, should it be the awardee of the Contract, not submitted with Bidder's original Bid shall not be considered

E.12.7. Pricing

All information relating to costs are to be sent in a separate binder/envelope, on a separate CD, DVD, or thumb drive clearly marked as "Price/Cost."

E.13. Awardee Financial Status

Prior to award the State may choose to request information from the Bidder 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 Bidder 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 Bidder who is deemed financially weak. The State reserves the right to determine financial status at its sole discretion. Clarification or additional documents may be requested.

E.14. Notice of Award

A notice of award in the form of a purchase order or other Contract Documents resulting from this Solicitation shall be furnished to the successful Bidder and shall result in a binding Contract.

F. PRICE AND COST

All information relating to costs are to be sent separate, in a sealed binder/envelope, and clearly annotated as "Cost Proposal."

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 Supplier 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**.** 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. Cost-Fixed Rate

Description	**Cost Fixed Rate**	**Notes**
Implementation		
Training		
Other (define)		
Total		

Description	**Cost - Fixed Rate per month**	**Months**	**Total**	**Notes**
Hosting		12		
Licensing		12		
Maintenance/ Support		12		
Other (define)				
Total				

Total Cost- 1st year (initial) Contract _____

F.2. Renewal Cost- Fixed Rate

Optional renewal years	**Description**	**Cost Fixed Rate**	**Notes**
Year One-Renewal			
Year Two-Renewal			
Year Three-Renewal			
Year Four-Renewal			
Total Cost Optional Renewals			

Total Cost $_____

G. OTHER – SECURITY ASSESSMENT

If responding with hosted solutions as part of this solicitation the bidder must respond to the general security questionnaire below.
As part of the solicitation evaluation you will be required to comply with the Oklahoma Security Policy and there will be an evaluation of your level of compliance by the OMES IS Security team.
The Oklahoma Security Policy evaluation criterion is located at:
https://www.ok.gov/OSF/documents/StateOfOklahomaInfoSecPPG_osf_12012008.pdf
General security questionnaire for Hosted Solutions; check which applies and provide additional information to clarify your response.

Assessment Question	Yes	No	Additional Response Information
Does the vendor or supplier have an Information Security Policy in place?			
Does the vendor or supplier provide information security and awareness training to their staff?			
Does the vendor or supplier separate physical access between their suppliers, vendors from the access that employees have?			
Is an inventory or register maintained with the assets associated with each information system?			
Are the security roles and responsibilities outlined in the Organization's Information Security Policy documented?			
Were verification checks performed on permanent staff at the time of job applications?			
Did these pre-employment checks include character reference, confirmation of academic and professional qualifications and independent identity checks?			
Were employees required to sign Confidentiality or Non-disclosure Agreements as a part of their initial terms and conditions of employment?			
Is there a procedure in place to report security incidents through management channels as quickly as possible?			
What physical border security facilities (such as card control entry gates, walls or manned reception areas) have been implemented to protect the Information processing service?			
Have controls been adopted to minimize risk from potential threats such as theft, fire, explosives, smoke, water, dist, vibration, chemical effects, electrical supply interfaces, electromagnetic radiation, flood?			

Are there policies and procedures such as Back-up, Equipment maintenance etc. in place?			
Are audit logs maintained for any changes made to the production programs?			
Is there a managed process in place for developing and maintaining business continuity throughout the organization? This might include organizational wide business continuity plan, regular testing and updating of the plan, formulating and documenting a business continuity strategy etc...			
Have all relevant statutory, regulatory and contractual requirements been explicitly defined and documented for each information system?			
Have all audit requirements and activities involving checks on operational systems been planned and agreed upon to minimize the risk of disruptions to business processes?			
Does the organization undergo regular risk assessments for security threats and risks as well as compliance to security and regulatory policies?			

H. CHECKLIST

H.1. Vendor Checklist

H.1.1. Responding Bidder Information (OMES/ISD Procurement – Form 076)

H.1.2. Certification for Competitive Bid and Contract (OMES/ISD Procurement – Form 004)

H.1.3. Workman's Comp Insurance Certification

H.1.4. Vendor/Payee Form or W-8BEN (as required)

H.1.5. References

H.1.6. Company Information

H.1.7. VPAT

H.1.8. Attachment C – Requirements Response

H.1.9. Implementation/Work plan w/Data Conversion Plan

H.1.10. Incident Management-Problem Escalation Procedures

H.1.11. Staffing Plan

H.1.12. Training Plan

H.1.13. Disaster Recovery Plan

H.1.14. Price/Cost proposal

H.1.15. Security Assessment

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: _____

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. 2011, § 311 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/faqs.html#c221**

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 collusion with any state agency or political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1 of this title.

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	

Vendor/Payee Form

Agency: OMES Vendor Management requires the following information for all new non-registered vendors (payees) before payments may be processed. Information is used to establish the payee in the State's PeopleSoft vendor file for payment and procurement activities.

DO NOT use this form for:

- **Garnishment Payees:** Use OMES Form OSF_GARNVEND located at: **http://www.ok.gov/OSF/documents/osf_garnvend.pdf**.
- **State Employees:** Use OMES FORM ADD/CHANGES FOR EMPLOYEES/BOARD MEMBERS located at: **http://www.ok.gov/OSF/documents/ap_emp_vend.pdf**.
- ***Vendors pending contract award*** *to a solicitation released by the division of Central Purchasing or another Oklahoma state agency MUST first register online with the state unless exempt per statute. For additional information, please refer to Central Purchasing Vendor Registration located at:* ***http://www.ok.gov/DCS/Central_Purchasing/Vendor_Registration/index.html***.

AGENCY SECTION (To be completed by state agency representative):

State agency should email completed and signed form to vendor.form@omes.ok.gov or fax to 405-522-3663.

Agency Name				**Contact Name**	
Phone #		**Fax #**		**Email**	

Agency Request To – Please select all applicable request types

☐ Add New Vendor	☐ Update Existing Vendor	PeopleSoft 10-digit Vendor ID		
☐ Add New Address	☐ Change Address/Location	PeopleSoft Address #		PeopleSoft Location #
☐ Change Vendor Tax ID	☐ Change Vendor Name	☐ Add Alternate Payee Name		PeopleSoft Location #
☐ Other	Explain			

Vendor 1099 Reportable Status	**Attention Paying Agency:** Please check the ***Add*** box on the left if payments to this vendor/payee are represented by Account Codes listed on page 3 of this form. If the vendor is incorrectly showing as 1099 Reportable, check the ***Remove*** box. The PeopleSoft system requires specific details regarding the type of transaction. Please check the box that applies to this vendor:
☐ **Add:** ☐ **Remove:**	☐ 1 - Rents ☐ 2 - Royalties ☐ 3 - Prizes & Awards ☐ 6 - Medical & Health Care ☐ 7 - Non-Employee Compensation ☐ 10 - Crop Insurance Proceeds ☐ 14 - Gross Proceeds to an Attorney

VENDOR/PAYEE SECTION (To be completed by vendor/payee)

Please print legibly or type this information. Form must be completed and signed by authorized individual. Email or fax to requesting state agency.

Payee Information: *Please provide the requested information for the payee receiving funds from the Oklahoma state agency. All information should match U.S. Internal Revenue Service filing records for the business, individual or government entity receiving payment.*

Name		**Contact Name**	
Payee Legal Name for Business, Individual or Government Entity as filed with IRS		**Contact Title**	
DBA Name		**Phone #**	
Doing Business As "DBA", or Disregarded Entity Name if different than Legal Name		**Fax #**	
Tax Identification Number (TIN) and Type:		☐ Federal Employer ID (FEIN) ☐ Social Security Number (SSN)	

Business Address -- *Please provide primary business address as filed with the U.S. Internal Revenue Service*

Address				**City**	
State		**Zip+4**		**Remittance Email**	

Optional Addresses – *Please select address type as applicable*

Type:	☐ Remitting	☐ Ordering	☐ Pricing	☐ Returning	☐ Mailing	☐ Other:	
Address 1						**City**	
State		**Zip+4**			**Remittance Email**		

Financial Registration: *Please provide contact information for the Authorized Individual who can provide financial information used for ACH Electronic Funds Transfer payment processes*. **An email will be sent providing instructions for accessing the State of Oklahoma online registration system.**

Name		**Title**		**Email**	

W-9 SUPPLEMENTAL INFORMATION – ALL VENDORS OR PAYEES

The information below is requested under U.S. Tax Laws. Failure to provide this information may prevent you from being able to do business with the state, or may result in the state having to deduct backup withholding amounts from future payments.

U.S. Taxpayer Identification Number (TIN)

Federal Employer Identification Number (FEIN) _____ If none, but applied for, date applied _____

U.S. Social Security Number (SSN) _____ If none, but applied for, date applied _____

Entity Filing Classification:

☐ Domestic (U.S.) Sole Proprietor ☐ Domestic (U.S.) Partnership ☐ Domestic (U.S.) Corporation Type: _____

☐ Limited Liability Company Type: _____ Disregarded Entity: ☐ YES ☐ NO

☐ Domestic (U.S.) Other Explain: _____

☐ Foreign (Non-U.S.) Sole Proprietor* ☐ Foreign (Non-U.S.) Partnership* ☐ Foreign (Non-U.S.) Corporation* Type: _____

☐ Foreign (Non-U.S.) Other* Explain: _____

FOREIGN VENDOR INSTRUCTIONS: *** ADDITIONAL DOCUMENTATION IS REQUIRED.**

Please submit the proper U.S. Internal Revenue Service (IRS) Form W-8, Certificate of Foreign Status. Select form below matching the payee's entity or individual description. Please refer to IRS for additional instructions (http://www.irs.gov/pub/irs-pdf/iw8.pdf).

- **Form W-8BEN**: *Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals)*. http://www.irs.gov/pub/irs-pdf/fw8ben.pdf
- **Form W-BEN-E**: *Certificate of Status of Beneficial Owner for United States Tax Withholding and Reporting (Entities)*. http://www.irs.gov/pub/irs-pdf/fw8bene.pdf
- **Form W-8ECI**: *Certificate of Foreign Person's Claim That Income is Effectively Connected With the Conduct of a Trade or Business in the United States*. http://www.irs.gov/pub/irs-pdf/fw8eci.pdf
- **Form W-8EXP**: *Certificate of Foreign Government or Other Foreign Organization for United States Tax Withholding and Reporting*. http://www.irs.gov/pub/irs-pdf/fw8exp.pdf
- **Form W-8IMY**: *Certificate of Foreign Intermediary, Foreign Flow-Through Entity, or Certain U.S. Branches for United States Tax Withholding and Reporting*. http://www.irs.gov/pub/irs-pdf/fw8imy.pdf

This may exempt you from backup withholding. Form W-8 does not exempt you from the 30% (or lower percentage by treaty) non-resident withholding taxes. To claim this exemption, you must file IRS Form 8233 with us. For more information, refer to IRS Publication 519.

SIGNATURE - AND SUBSTITUTE IRS FORM W-9 CERTIFICATION

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

3. I am a U.S. citizen or other U.S. person (defined below), and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement account (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN.

_____ _____
Signature of Vendor Representative or Individual Payee Date

_____
Title of individual signing form for company

_____
Vendor/Payee (Must be the same as Payee Name from page 1)

Account Codes for 1099 Reporting - By Category *(TO BE COMPLETED BY AGENCY REPRESENTATIVE)*

☐ 1 - RENTS

532110 Rent of Office Space
532120 Rent of Land
532130 Rent of Other Building Space
532140 Rent of Equipment and Machinery
532150 Rent of Telecommunications Equip
532160 Rent of Electronic Data Processing Equipment
532170 Rent of Electronic Data Processing Software
532190 Other Rents

☐ 1 – RENTS (cont.)

532141 Rent of Motor Vehicles
532142 Lease of Motor Vehicles

☐ 2 – ROYALTIES

533170 Royalties

☐ 3 - PRIZES AND AWARDS

552140 Incentive Awards – Monetary & Material
552160 Incentive Payments – Oklahoma Horse Breeders & Owners
552170 Incentive Payments – Oklahoma Film Enhancement Rebate
553220 Indemnities, Restitution & Settlements

☐ 6 - MEDICAL & HEALTH CARE PAYMENTS

515530 Veterinary Services
515700 Offices of Physicians (except Mental Health Specialists)
515710 Offices of Physicians, Mental Health Specialists
515720 Offices of Dentists
515730 Offices of Chiropractors
515740 Offices of Optometrists
515750 Offices of Mental Health Practitioners (except Physicians)
515760 Offices of Physical, Occupational & Speech Therapists, & Audiologists
515770 Offices of Podiatrists
515780 Offices of all other Miscellaneous Health Practitioners
515790 Family Planning Centers
515800 Outpatient Mental Health & Substance Abuse Centers
515810 Other Outpatient Care Centers
515820 Medical and Diagnostic Laboratories
515830 Home Health Care Services
515840 Ambulance Services
515850 All other Ambulatory Health Care Services
515860 General Medical & Surgical Hospitals
515870 Psychiatric & Substance Abuse Hospitals
515880 Specialty Hospitals (except Psychiatric & Substance Abuse)
515890 Nursing Care Facilities
515900 Residential Services for People with Developmental Disabilities
515910 Residential Mental Health & Substance Abuse Facilities
515920 Community Care Facilities for the Elderly
515930 Other Residential Care Facilities
537210 Laboratory Services & Supplies
551230 Medical Services to Indigents (from agencies other than DHS)
551240 Hospital Services to Indigents (from agencies other than DHS)
551250 Other Health Services to Indigents (from agencies other than DHS)

☐ 7 - NON-EMPLOYEE COMPENSATION

515010 Office of Lawyers
515020 Offices of Notaries
515030 Other Legal Services
515060 Accounting, Tax Preparation, Bookkeeping & Payroll Services
515210 Payments for Contract Mentor Services
515220 Architectural Services
515230 Landscape Architectural Services
515240 Engineering Services
515250 Drafting Services
515260 Building Inspection Services
515270 Geophysical Surveying & Mapping Services
515280 Surveying and Mapping (except geophysical) Services
515290 Testing Laboratories
515300 Interior Design Services
515310 Industrial Design Services
515320 Graphic Design Services
515330 Other Specialized Design Services
515350 Custom Computer Programming Services
515360 Computer Systems Design Services
515370 Computer Facilities Management Services
515380 Other Computer Related Services
515400 Administrative Management & General Management Consulting Services
515410 Human Resources & Executive Search Consulting Services
515420 Marketing Consulting Services
515430 Process, Physical Distribution, & Logistics Consulting Services
515440 Other Management Consulting Services
515450 Environmental Consulting Services
515460 Other Scientific & Technical Consulting Services
515470 Research & Development in the Physical, Engineering, & Life Sciences
515480 Research & Development in the Social Sciences & Humanities
515490 Advertising and Related Services
515500 Marketing Research & Public Opinion Polling
515510 Photographic Services
515520 Translation & Interpretation Services
515540 All other Professional, Scientific and Technical Services
515550 Management of Companies & Enterprises
515560 Office Administrative Services
515570 Employment Placement Services
515580 Business Support Services
515590 Document Preparation Services
515600 Telephone Call Centers
515610 Business Service Centers
515620 Collection Agencies
515630 Credit Bureaus
515640 Other Business Support Services
515650 Investigation & Security Services
515660 Educational Services
515940 Individual & Family Services
515950 Community Food, Housing & Emergency & Other Relief Services
515960 Vocational Rehabilitation Services
515970 Child Day Care Services
515980 Arts, Entertainment and Recreation
515990 Other Services (except Public Administration)
517110 Moving Expense – Employee Transfer
531150 Printing and Binding Contract
531160 Advertising
531170 Informational Services
531190 Exhibitions, Shows and Special Events
531220 Burial Charges
531330 Jury and Witness Fees
531500 Moving Expenses – General
533100 Maintenance & Repair – Other Items
533110 Maintenance & Repair of Buildings & Grounds (outside vendors)
533120 Maintenance & Repair – Equipment (outside vendors)
533130 Maintenance & Repair of Telephone Equipment (outside vendors)
533140 Maintenance & Repair of Data Processing Equipment (outside vendors)
533150 Maintenance & Repair of Data Processing Software (outside vendors)
533190 Maintenance & Repair – Employee Uniforms
545110 Land Improvements
546210 Buildings and Other Structures – Construction and Renovation
546220 Major Maintenance and Repair of Equipment
547110 Highway and Bridge Construction Expense – Contractual
547120 Maintenance and Repairs to Highways and Bridges
547210 Major Maintenance and Renovation – Bridges
552100 Stipends – Other
552120 Teacher Stipends ("Incentive" payments)
552130 Oklahoma Police Corps Stipends
553160 Legal Settlements Reportable to the IRS
554190 Voter Registration Services
561140 Pollution Remediation

☐ 14 - GROSS PROCEEDS TO AN ATTORNEY

553180 Settlements – Paid To/Thru Attorney

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").