The Oklahoma Department of Corrections
Contracts & Acquisitions Unit

3400 N. Martin Luther King Blvd, Oklahoma City, OK 73111
Fax (405) 425-2574

Request for Proposal (RFP) # 1310003751

RFP Title: Job Development for Offenders

DOC Buyer: David Williams E-mail Address: david.williams@doc.state.ok.us

TIMETABLE	Date	Time
RFP Issue Date:	07/19/2013	
Questions Due by:	07/30/2013	2:00 PM CDT
All Amendments will be posted by:	08/02/2013	2:00 PM CDT
• CLOSING DATE (PACKET #1 DUE)	08/09/2013	2:00 PM CDT

Packet # 1 ***MANDATORY RETURN***	
Page #	Bid Package Contents
1-2	Signatory Form
3	Non-Collusion Certification
4	Professional Services Contract Certification
5-10	Responding Bidder Information
1	Solicitation Request (Price)
	Your Proposal

Packet # 2 ***DO NOT RETURN***	
Page #	Package Contents
1-12	RFP
	Other:

SUBMIT BID RESPONSES TO:
DEPARTMENT OF CORRECTIONS
CONTRACTS & ACQUISITIONS
P.O. Box 18919
OKLAHOMA CITY, OK 73154

OR

For Courier Service, PHYSICAL:
DEPARTMENT OF CORRECTIONS
CONTRACTS & ACQUISITIONS
2ND FLOOR ROOM 229
3400 N. MARTIN LUTHER KING BLVD
OKLAHOMA CITY, OK 73111

The envelope containing your Bid/Proposal response is to be annotated on the outside front lower left hand corner of the envelope with the contract bid number, closing date and time. If the Bid/Proposal is mailed by special courier (FedEx, UPS, USPS Priority Mail) then the Bid/Proposal response must be enclosed in a separate appropriately marked envelope within the courier's packaging. Failure to provide this information on the envelope may result in the bid not being considered. Do not submit bids by fax or electronically.

SEALED BIDS ARE REQUIRED
THE INVITATION TO BID IS SUBJECT TO CHANGE
There may be one or more amendments to this Bid.
Please do not include any unsolicited items, i.e. business cards, introduction letters unless specifically requested.

OKLAHOMA DEPARTMENT OF CORRECTIONS
REQUEST FOR BID/PROPOSAL
SIGNATORY FORM
Packet # 1

A| SOLICITATION # : 1310003751	**B| FOR:** Job Development for Offenders

C| PURSUANT TO OKLAHOMA STATUTES, REGULATIONS AND EXECUTIVE ORDERS, BIDS/PROPOSALS WHICH FAIL TO CONFORM WITH THE FOLLOWING REQUIREMENTS MAY BE REJECTED BY DOC IF FOUND TO BE MATERIAL

1) ALL QUESTIONS AND CORRESPONDENCE SHALL BE MADE IN WRITING BY E-MAIL OR FAX. ALL PHONE CALLS RECEIVED CONCERNING BIDS WILL BE NOTIFIED TO FOLLOW THIS POLICY.

2) The "Authorized Signature" on all pages of the Solicitation Request should be signed by the bidder's authorized representative.

3) *It is the bidder's sole responsibility, to insure that proposals are received by DOC's Contracts & Acquisition Unit on or before the posted bid/proposal closing date and time*. Under no circumstances will DOC be responsible for vendor's, U.S. mail's or special courier's failure to make timely delivery of the bid response. Official time/date stamp within the DOC Contracts & Acquisition Unit is the Official Time of the bid's delivery and DOC's receipt thereof.

4) The envelope containing your Bid/Proposal response shall be annotated on the outside front lower left hand corner of the envelope with the bid number, closing date, closing time and buyer's name.

5) The Bid/Proposal shall include all price information. Bid/Proposal prices shall include delivery/freight charges of all items (F.O.B. Destination). Price quotes shall be firm through issuance of contract.

6) Bidder's response may not be withdrawn for a period of thirty (30) days after the Bid/Proposal closing date.

7) Bids/Proposals for Services: Work is to commence within ten (10) days after receipt of a Purchase Order unless notified to the contrary either in the DOC's bid or specifications or written authorization from DOC.

8) Bids/Proposals for Products – Products will be delivered within ten (10) days after notification of the award, unless notified to the contrary on the bid, or by written authorization from DOC.

9) All Bid/Proposal prices shall be type or written in ink on the bid/proposal form.

10) All corrections, white-outs, erasures, re-striking or type, or other forms of alteration, or the appearance of alteration, to unit and/or total prices will be initialed in ink by the bidder.

11) The bidder shall complete and submit, and accompanying the Bid/Proposal, the attached Non-Collusion Certification and Signatory page.

12) The Non-Collusion Certification shall be signed and returned with the bid.

13) Subsequent Written Contract: Contract may not be awarded to successful bidder on determination or notice or successful bidder, and may be awarded only after acceptance by DOC of subsequently written contract. If the parties are unable to reach such written agreement, DOC reserves the right to enter into such a written contract with the next successful bidder, or reject all bids and/or rebid the project/request.

14) The Department of Corrections reserves the right to reject any and all bids and responses.

15) Requests for "Tab Sheets" shall be made in writing or by email to the contracting officer and only after bid is awarded.

Signatory Form

OKLAHOMA DEPARTMENT OF CORRECTIONS
REQUEST FOR BID/PROPOSAL
SIGNATORY FORM
Packet # 1

SOLICITATION # : 1310003751

D| ADDITIONAL REQUIREMENTS: See Section E.2 of the RFP for Proposal Submission Requirements.

E| THIS SECTION TO BE COMPLETED BY BIDDER

DELIVERY CAN BE MADE _____ DAYS, OR _____ WEEKS AFTER RECEIPT OF PURCHASE ORDER.

Signature of the bidder attests that the bidder has read, understands, and agrees to all terms, conditions, and specifications set forth in the request for bid/proposal, including all addenda, furthermore, signature by the bidder signifies that the request for bid/proposal and the responsive bid/proposal constitutes a contract immediately upon notice of acceptance of the bid/proposal by the state of Oklahoma for any or all of the items bid, and for the length of time indicated in the request for bid/proposal. Failure to accept the contract within the time period indicated in the request for bid/proposal, or failure to hold prices or meet any other terms and conditions as defined in either the request for bid/proposal or during the term of the contracts, shall constitute a breach and may result in suspension or debarment from further state bidding. A defaulting contractor may also be liable, at the option of the state, for the difference between the contract price and the price bid by an alternate vendor or the goods or services in addition to other remedies available.

F| SIGNATURE OF BIDDER	G| NAME OF FIRM
H| PRINT/TYPE NAME AND TITLE	I| DATE

Signatory Form

State of Oklahoma
Department of Corrections

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 # 1310003751 _____

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.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

SECTION II [74 O.S. § 85.42]:

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

☐ the competitive bid attached herewith and contract, if awarded to said supplier;

OR

☐ the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

Supplier Authorized Signature	Certified This Date
Printed Name	Title
Phone Number	Email
Fax Number	

State of Oklahoma
Department of Central Services
Central Purchasing Division

Professional Services Contract Certification

Solicitation # 1310003751 _____

Supplier Legal Name: _____

A. In accordance with 74 O.S. § 85.42, the supplier 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.

B. In accordance with 74 O.S. § 85.41, if this contract is for professional services as defined in 74 O.S. § 85.2, and if the final product is a written proposal, report, or study, the supplier further certifies that (s)he has not previously provided the state agency or any other state agency with a final product that is a substantial duplication of the final product of the proposed contract.

_____	_____
Signature	Date
_____	_____
Printed Name	Title

DCS/PURCHASING – FORM 021 (08/2009)

State of Oklahoma
Department of Corrections

Responding Bidder Information

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

1. **RE: Solicitation # 1310003751**

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 (Required for ALL Solicitations):**

☐ YES – Permit #: _____

☐ NO – Exempt pursuant to Oklahoma Laws or Rules - fill out attached "Sales Tax Statement of Exemption" form on Page 6. For additional assistance: http://www.tax.ok.gov/faq/faqbussales.html

5. **Registration with the Oklahoma Secretary of State (Required If Bid Exceeds $25,000):**

☐ YES - Filing Number: _____

☐ NO - Exempt persuant to Oklahoma Laws or Rules - fill out attached "Secretary of State Statement of Exemption" form on Page 7. For additional assistance: http://www.sos.ok.gov or 405-521-3911.

6. **Workers' Compensation Insurance Coverage (Required for ALL Solicitations):**

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 - Exempt from Workers' Compensation Insurance - fill out attached "Affidavit of Exempt Status Under The Workers' Compensation Act" form on Pages 8-9. For additional assistance: http://www.ok.gov/oid/Consumers/Workers'_Compensation_Information.html

7. **General Liability Insurance Coverage (Required for ALL Solicitations):**

☐ Include a certificate of insurance with the bid

_____ _____

Authorized Signature Date

_____ _____

Printed Name Title

SALES TAX STATEMENT OF EXEMPTION

DATE:_____

FROM: _____
Legal Business Name

SUBJECT: OKLAHOMA SALES TAX EXEMPTION

REF: OKLAHOMA ADMINISTRATIVE CODE 710:65

I hereby claim exemption of the Oklahoma Sales Tax Code. Vendor must state the reason below for claiming exemption.

The Oklahoma Tax code can be found at
http://www.tax.ok.gov/rules/rules.html.

_____

_____

_____

_____

_____

_____

_____

_____

_____
Signed

_____
Printed Name

SECRETARY OF STATE STATEMENT OF EXEMPTION

DATE:_____

FROM: _____
Legal Business Name

SUBJECT: SECRETARY OF STATE EXEMPTION

REF: OKLAHOMA ADMINISTRATIVE CODE 580:16

I hereby claim exemption of the Oklahoma Secretary of State. Vendor must state the reason below for claiming exemption.

For additional assistance: http://www.sos.ok.gov or 405-521-3911.

_____

_____

_____

_____

_____

_____

_____

_____

_____
Signed

_____
Printed Name

AFFIDAVIT OF EXEMPT STATUS UNDER THE WORKERS' COMPENSATION ACT

State of Oklahoma)
)
County of _____)

I, _____ state under oath as follows:

1. I, _____ _____ (Name of individual) operating as _____ (independent contractor's business name), have agreed to provide services to _____ (Contractor) during calendar year_____.
2. I have read, signed and attached the Exempt Status Fact Sheet and understand that an Independent Contractor is one who engages to perform certain services for another, according to his own manner, method, free from control and direction of his contractor in all matters connected with the performance of the service, except as to the result or product of the work.
3. I understand that based upon the representations in this Affidavit of Exempt Status, I am requesting **CompSource Oklahoma's Policyholder** to consider my business to be that of an independent contractor; that **I am not an employee under the Workers' Compensation Act** and the policy issued by **CompSource Oklahoma**; and that no premium be charged for the services performed by my business during the policy year.
4. **I am an independent contractor, not an employee of the contractor. I do not want workers' compensation insurance and understand that I am not eligible for Workers' Compensation benefits.**
5. I will obtain workers' compensation and employers' liability insurance for my employees if I have employees, unless they are otherwise exempt from the requirements of the Workers' Compensation Act.
6. I have read, signed and attached the Exempt Status Fact Sheet describing what is an Independent Contractor and the information provided is not the result of force, threats, coercion, compulsion or duress.
7. I understand that the execution of the affidavit shall establish a rebuttable presumption that the executor is not an employee for purposes of the Workers' Compensation Act.
8. I understand that the execution of an affidavit shall not affect the rights or coverage of any employee of the individual executing the affidavit.
9. I understand that knowingly providing false information on an Affidavit of Exempt Status Under the Workers' Compensation Act shall constitute a misdemeanor punishable by a fine not to exceed One Thousand Dollars ($1,000.00).

Independent Contractor (Executor) Signature

Date_____Name_____Title _____

Signature _____Business Name _____

Notary Public

Signed and sworn to before me on this ____ day of _____, 20___ by _____.

_____ My Commission Expires: _____My Commission # _____
Notary Public

******GIVE THE SIGNED FORM TO YOUR GENERAL CONTRACTOR******

This form is to be signed and notarized at the start of a job/project for this contractor and is good for the job/project or any similar job/project performed for the contractor for one year from the date of notary.

For domestic servants, trucking owner/operators, and other exemptions, please contact CompSource Oklahoma at 405-232-7663 ext. 5102.

Note: Employers who knowingly and willfully require an employee or subcontractor to execute an affidavit when the employer knows that the employee or subcontractor is required to be covered under a workers' compensation insurance policy shall be liable for a civil penalty of up to $1,000.00 per offense. (36 OS §§924.5)

It is a crime to falsify the information on this form.

UF-67 Affidavit IC (Ed. 7-2006) Version 3

EXEMPT STATUS FACT SHEET

An independent contractor is defined by law as one who engages to perform certain services for another, according to his own manner, method, free from control and direction of his contractor in all matters connected with the performance of the service, except as to the result or product of the work.

Below are statements to help you decide if you are an independent contractor. No one statement is controlling, and your status is based on all the facts in your situation. If a statement describes your situation, then check the box. If at least six of the statements below do not describe your business, you should not sign the attached Affidavit of Exempt Status Under the Workers' Compensation Act.

☐ 1. The nature of the contract between you and the contractor shows you are independent from the contractor. For example: Is there a written contract where you agree that you are an independent contractor? Are you a corporation or limited liability company? Do you maintain commercial general liability insurance or other business insurance?

☐ 2. The contractor exercises very little control over your work. For example: By the agreement, can the contractor exercise control on the details of the work or your independence? Do you exercise control over most of the details of the work? Do you create plans or specifications for the job? Do you set your own work hours?

☐ 3. You are engaged in a distinct occupation or business for others. For example: Do you work for companies or individuals other than the Contractor? Do you work for competitors of the Contractor? Does your business have a logo or uniform?

☐ 4. Your job is the kind of occupation where the work is usually performed by a specialist without supervision, and not under the direction of the contractor. For example: Is your work supervised by the Contractor?

☐ 5. Your occupation requires special skills, license, education or training.

☐ 6. The contractor does not supply the things needed to perform your job such as the tools and the place of work. For example: Do you supply any of the materials or tools for the work? Do you operate a vehicle owned by the contractor? Was the work performed at your business or the contractor's business location or jobsite? Do you wear a uniform supplied by the contractor?

☐ 7. The length of the job and how long you have worked for the Contractor does not show that you are really an employee. For example: Is this a one-time job, or will you be doing this for the contractor regularly?

☐ 8. You are paid as a separate contractor, not as an employee. For example: Do you invoice the Contractor for your services? Are you paid by the job? Do you file a federal income tax return for your business? Do you expect to receive an IRS Form 1099 from the Contractor? Does the Contractor pay your expenses?

☐ 9. Your work is not the regular business of the employer. For example: Is your work customarily done in the Contractor's line of business or as part of the Contractor's daily work? Have you ever been an employee of the Contractor? Do you work with other people hired by the Contractor on the work you perform?

☐ 10. You do not consider yourself an employee of the contractor. For example: Will the Contractor withhold taxes or monies from your payment? Have you ever been an employee of the Contractor? Have you or your employees ever filed an insurance claim against the Contractor?

☐ 11. You do not have the right to terminate the relationship without liability. For example: If you quit before the job is finished, is there a penalty?

Based upon these factors, do you believe that you are an independent contractor with exempt status?

_____ Signature _____

(Write YES or NO) (INDEPENDENT CONTRACTOR/EXECUTOR)

Note: Employers who knowingly and willfully require an employee or subcontractor to execute an affidavit when the employer knows that the employee or subcontractor is required to be covered under a workers' compensation insurance policy shall be liable for a civil penalty of up to $1,000.00 per offense. (36 OS §§924.5)

It is a crime to falsify the information on this form.

UF-67 Affidavit IC (Ed. 7-2006) Version 3

OKLAHOMA DEPARTMENT OF CORRECTIONS
Audits & Record Clause
Packet # 1

A| SOLICITATION # : 1310003751	**B| FOR:** Job Development for Offenders

Vendor to complete sections C thru I.

C| Vendor:	

D\| Vendor to read the following statement:

a) As used in this clause, records includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form, in accepting any contract with the state, the successful bidder agrees any pertinent state or federal agency will have the right to execution of the resultant contract.

B) The successful bidder is required to retain all records relative to this contract for the duration of the contract term and for a period of seven (7) years following completion or termination of the contract. If an audit, litigation, or other action, involving such records, are started before the end of the three 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 two (2) year retention period, whichever is later.

E| Signature of Vendor Representative	**F| Phone:**	**G| Date:**
H| Printed Name of Vendor Representative	**I| Title of Representative Signing**	

SOLICITATION REQUEST

☐ Request for Quote ☒ Request for Proposal ☐ Request for Bid **Dispatch via Print**

Request Quote ID.	Date	Buyer	Page
1310003751	07/19/2013	David Williams	1
Payment Terms	**DateTime Quote Open**	**Closing**	
0 Days	07/19/2013 12:00 PM	08/09/2013 02:00 PM	

Requisition Number Reference: From Req ID - 1310015946

Department of Corrections

DEPARTMENT OF CORRECTIONS
3400 MARTIN LUTHER KING AVE
OKLAHOMA CITY OK 731360400

Ship To: DEPARTMENT OF CORRECTIONS
DIVISION OF COMMUNITY CORRECTIONS
3700 N CLASSEN BLVD, SUITE 110
OKLAHOMA CITY OK 731182863

Vendor:
Address:_____
Address:_____
City:_____ST:____ ZIP:_____

Bill To: DEPARTMENT OF CORRECTIONS
DIVISION OF COMMUNITY CORRECTIONS
3700 N CLASSEN BLVD, SUITE 110
OKLAHOMA CITY OK 731182863

Line	Cat CD / Item # - Descr	
1	86101803 / 1000022067	SERVICE: Job Development for Offenders

Please see attached RFP.

First year Job Readiness Training (minimum of 8 hours per month) $_____/participant/month

First year Job Placement (minimum of 1 time per month) $_____/participant/month

First year Job Retention (minimum of 1 time per month) $_____/participant/month

Second year Job Readiness Training (minimum of 8 hours per month) $_____/participant/month

Second year Job Placement (minimum of 1 time per month) $_____/participant/month

Second year Job Retention (minimum of 1 time per month) $_____/participant/month

Third year Job Readiness Training (minimum of 8 hours per month) $_____/participant/month

Third year Job Placement (minimum of 1 time per month) $_____/participant/month

Third year Job Retention (minimum of 1 time per month) $_____/participant/month

Lead Time: _____

Supplier Remarks:

COMMENTS:
This contract shall begin on date of award and shall remain in effect for a period of 12 months from the date of award. The contract shall also include an option to renew for two additional one year periods. Renewal shall be at ODOC's discretion and shall be based upon Contractors performance, program outcomes, and the availability of funding to support the program.

The total amount of funding that ODOC has available to spend on this program is $50,000 per year. At its discretion, ODOC may choose to award one or two contracts from this solicitation.

This is NOT AN ORDER
All returned quotes and related documents must be identified with our request for quote Number.

Authorized Signature

BIDDER SIGN HERE

A. GENERAL PROVISIONS

A.1. Definitions

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

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

A.1.2. "Bid" means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;

A.1.3. "Bidder" means an individual or business entity that submits a bid in response to a solicitation;

A.1.4. "Solicitation" means a request or invitation by the State Purchasing Director or a state agency for a supplier to submit a priced offer to sell acquisitions to the state. A solicitation may be an invitation to bid, request for proposal, or a request for quotation; and

A.1.5. "Supplier" or "vendor" means an individual or business entity that sells or desires to sell acquisitions to state agencies.

A.2. Bid Submission

A.2.1. Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted with a completed Responding Bidder Information, OMES-FORM-CP-076, and any other forms required by the solicitation.

A.2.2. Bids shall be submitted to the procuring agency in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. 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 RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

A.2.3. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", OMES-FORM-CP-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.

A.2.4. All bids shall be legible and completed in ink or with electronic printer or other similar office equipment. Any corrections to bids shall be identified and initialed in ink by the bidder. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive. In addition to a hard copy submittal, the bidder will also be required to submit an electronic copy. Electronic responses must be submitted in the identical format contained in the solicitation (for example Microsoft Word, Microsoft Excel, but not Adobe PDF). In the event the hard copy of the price worksheets and electronic copy of the price worksheets do not agree, the electronic copy will prevail.

A.2.5. All bids submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

A.3. Solicitation Amendments

A.3.1. If an "Amendment of Solicitation", OMES-FORM-CP-011, is issued, the bidder shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the bid or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. The procuring agency must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the bid to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.

A.3.2. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the procuring agency.

A.3.3. It is the Bidder's responsibility to check frequently for any possible amendments that may be issued. The procuring agency is not responsible for a bidder's failure to download any amendment documents required to complete a solicitation.

A.4. Bid Change

If the bidder needs to change a bid prior to the solicitation response due date, a new bid shall be submitted to the procuring agency with the following statement "This bid supersedes the bid previously submitted" in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. 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 RESPONSE DUE DATE AND TIME MUST

APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

A.5. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

By submitting a response to this solicitation:

A.5.1. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:

A.5.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;

A.5.1.2. Have not within a three-year period preceding this proposal been convicted of or pled guilty 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.5.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and

A.5.1.4. Have not within a three-year period preceding this application/proposal had one or more public (Federal, State, or local) contracts terminated for cause or default.

A.5.2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

A.6. Bid Opening

Sealed bids shall be opened by the Department of Corrections located at 3400 ML King Avenue, OKC, OK at the time and date specified in the solicitation as the Response Due Date and

A.7. Open Bid / Open Record

Pursuant to the Oklahoma Public Open Records Act, a public bid opening does not make the bid(s) immediately accessible to the public. The procurement or contracting agency shall keep the bid(s) confidential, and provide prompt and reasonable access to the records only after a contract is awarded or the solicitation is cancelled. This practice protects the integrity of the competitive bid process and prevents excessive disruption to the procurement process. The interest of achieving the best value for the State of Oklahoma outweighs the interest of vendors immediately knowing the contents of competitor's bids. [51 O.S. § 24A.5(5)]

Additionally, financial or proprietary information submitted by a bidder may be designated by the Purchasing Director as confidential and the procurement entity may reject all requests to disclose information designated as confidential pursuant to 62 O.S. (2012) § 34.11.1(H)(2) and 74 O.S. (2011) § 85.10. Bidders claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The State Purchasing Director shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. § 85.10. Otherwise, documents and information a bidder submits as part of or in connection with a bid are public records and subject to disclosure after contract award or the solicitation is cancelled.

A.8. Late Bids

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

A.9. Legal Contract

A.9.1. Submitted bids are rendered as a legal offer and any bid, when accepted by the procuring agency, shall constitute a contract.

A.9.2. The Contract resulting from this solicitation may consist of the following documents in order of preference:

A.9.2.1. Purchase order, as amended by Change Order (if applicable);

A.9.2.2. Solicitation, as amended (if applicable); and

A.9.2.3. Successful bid (including required certifications), to the extent the bid does not conflict with the requirements of the solicitation or applicable law.

A.9.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

A.10. Pricing

A.10.1. Bids shall remain firm for a minimum of sixty (60) days from the solicitation closing date.

A.10.2. Bidders guarantee unit prices to be correct.

A.10.3. In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the supplier in performance of the Contract shall be included in the total bid price/contract amount.

A.11. Manufacturers' Name and Approved Equivalents

Unless otherwise specified in the solicitation, manufacturers' names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. Bidder may offer any brand for which they are an authorized representative, and which meets or exceeds the specification for any item(s). However, if bids are 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 will 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.12. Clarification of Solicitation

A.12.1. Clarification pertaining to the contents of this solicitation shall be directed in writing to the Contracting Officer specified in the solicitation.

A.12.2. If a bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the bidder, or 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 the SOLICITATION, these exceptions must be clearly and prominently stated in their response.

A.12.3. Bidders who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a written request for administrative review to the State prior to the closing date.

A.13. Rejection of Bid

The State reserves the right to reject any bids that do not comply with the requirements and specifications of the solicitation. A bid may be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to the State. Other possible reasons for rejection of bids are listed in OAC 580:16-7-32.

A.14. Award of Contract

A.14.1. The State Purchasing Director 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 by the State Purchasing Director to be in the best interest of the State of Oklahoma.

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

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

A.15. Contract Modification

A.15.1. The Contract is issued under the authority of the State Purchasing Director who signs the Contract. The Contract may be modified only through a written Contract Modification, signed by the State Purchasing Director.

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

A.16. Delivery, Inspection and Acceptance

A.16.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The bidder(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility

for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

A.16.2. Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the procuring agency.

A.17. Invoicing and Payment

A.17.1. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.

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

A.18. Tax Exemption

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

A.19. Audit and Records Clause

A.19.1. As used in this clause, “records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.

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

A.20. Non-Appropriation Clause

The terms of any Contract resulting from the solicitation and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract document, the procuring agency may terminate its obligations under the Contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the supplier and shall be final and binding.

A.21. Choice of Law

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

A.22. Choice of Venue

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

A.23. Termination for Cause

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

A.23.2. The State may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance.

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

A.24. Termination for Convenience

A.24.1. The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines

that termination is in the State's best interest. The State Purchasing Director shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director.

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

A.25. Insurance

The successful bidder(s) awarded the Contract shall obtain and retain insurance, including workers' compensation, automobile insurance, medical malpractice, and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in connection with the Contract. The supplier awarded the Contract shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide the procuring agency with evidence of such insurance and renewals.

A.26. Employment Relationship

The Contract does not create an employment relationship. Individuals performing services required by this Contract are not employees of the State of Oklahoma or the procuring agency. The supplier's employees shall not be considered employees of the State of Oklahoma nor of the procuring agency for any purpose, and accordingly shall not be eligible for rights or benefits accruing to state employees.

A.27. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007

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

A.28. Compliance with Applicable Laws

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

A.29. Special Provisions

Special Provisions set forth in SECTION B 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 Period

This contract shall begin on date of award and shall remain in effect for a period of 12 months from the date of award. The contract shall also include an option to renew for two additional one year periods. Renewal shall be at ODOC's discretion and shall be based upon Contractors performance, program outcomes, and the availability of funding to support the program.

B.2. Monitoring Plan

B.2.1. Contractor shall be responsible for ensuring successful performance and compliance with the terms and conditions set forth in this contract. Throughout the term of the contract, ODOC, in accordance with statutory requirements (74 O.S. § 85.4E and 85.41B), will carry out certain activities to ensure the Contractor's adherence to the scope of work and compliance with the terms and conditions. Section B.2.2. identifies the planned monitoring activities that will be completed by the ODOC Contract Monitor as assigned by ODOC. The Contract Monitor will have the responsibility to complete each of the activities identified in Section B.2.2. during the contract period, to ensure that the Contractor is complying with contractual requirements and that ODOC is receiving the services pursuant to the contract. While carrying out the Contract Monitoring Plan activities, the Contract Monitor will document all progress, communications and monitoring activity. All documentation obtained/generated during execution of the Contract Monitoring Plan will be forwarded to the Contracts and Acquisitions Unit for placement in the agency contract file of record.

B.2.2. Monitoring Activities

B.2.2.1. Invoice Review and Approval - The Contract Monitor will conduct a review of each invoice submitted by the Contractor to ensure the receipt of the services and accurate billing of the quantity and pricing in accordance with the terms of the contract.

B.2.2.2. Review and Adjustment of Encumbrance Balances - The Contract Monitor will track and monitor the total contract expenditures and encumbrance balance and will make adjustments (change orders or contract modifications), as necessary, to ensure there is sufficient encumbrance to complete the service needs required by ODOC.

B.2.2.3. Renewals and Modifications - The Contract Monitor will exercise renewal options and initiate modifications to the contract, as necessary, following the proper procurement process.

B.2.2.4. Performance Evaluation - The Contractor Monitor will complete a performance evaluation form, as required by the Central Purchasing Act, to document the Contractor's satisfactory or unsatisfactory performance during the contract period. If the Contract Monitor determines the Contractor's performance to be unsatisfactory, the Contract Monitor will also complete a Department of Central Services Vendor Complaint Form and provide details of the performance issues and all attempts to resolve these issues with the Contractor. (Completion of the Performance Evaluation is required with each renewal and at the end of the contract period.)

B.2.2.5. Review and Approval of Required Reports and Deliverables - The Contract Monitor will work with the Contractor to ensure that contractually required reports/deliverables are submitted to ODOC within the required time period. The reports/deliverables must contain all of the information that is required by the contract language.

B.2.2.6. State Librarian and Archivist Report - The final product/deliverable of the contract is a report. In accordance with statutory requirements (O.S. 74, § 85.41), the Contractor Monitor will file a copy of the final report to the State Librarian and Archivist. (Check this

box only if the overall purpose of the contract is for the Contractor to provide ODOC with some sort of report.)

B.2.2.7. Periodic Contact with Contractor - The Contractor Monitor will serve as the primary point of contact between the ODOC and the Contractor. The Contract Monitor will have routine periodic contact with the Contractor, throughout the contract period, by way of phone, email, face to face meetings, and/or written correspondence. This periodic contact will provide an opportunity to review the progress of the Contractor. (This activity is optional as determined necessary by the ODOC Contract Monitor.)

B.3. Travel and Related Expenses

All travel costs associated with the delivery of services required by this contract shall be the responsibility of the Contractor and shall not be billed to ODOC in addition to the fixed fee.

B.4. Entire Agreement

This contract including referenced attachments, represents all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.

B.5. Waiver of Breach

No failure by the ODOC to enforce any provisions hereof after any event of default by the Contractor shall be deemed a waiver of the ODOC's rights with regard to that event, or any subsequent event. Waiver shall not be construed to be a modification of the terms of the contract.

B.6. Advance Payment Prohibited

No payment in advance of or in anticipation of goods or services to be provided under this contract shall be made by the ODOC.

B.7. Invoicing

B.7.1. Invoices shall be submitted once a month and include the following items:

- name, address and FEI number of the Contractor,
- invoice date
- period covered by invoice,
- purchase order number,
- any other data, reports, information or documentation required by other conditions of the contract,
- detail of the services provided and be in accordance with the terms and conditions of this agreement.

B.7.2. Each invoice shall include details of the services provided. The agreed upon rates are established fees for the delivery of a minimum level of services per month. The Contractor shall only charge ODOC for those services provided that meet the minimum requirements for the specific type of service. The Contractor shall not charge prorated or partial fees for services provided that do not meet the minimum requirements for the specific type of service. Additionally, the Contractor shall not be allowed to carry forward any services delivered in one month to count towards the next months' requirement.

B.8. Statement of Responsibility and Liability

B.8.1. The parties intend that each shall be responsible for its own intentional and negligent acts or omissions to act. The ODOC shall be responsible for the acts and omissions to act of its officers, and employees while acting within the scope of their employment according to the Oklahoma Governmental Tort Claims Act, Title 51, O.S., 2001, §§151 et seq.

B.8.2. The Contractor shall be responsible for any damages or personal injury caused by the negligent acts or omissions to act by its officers, employees, or agents acting within the scope of their authority or employment.

B.8.3. The Contractor agrees to hold harmless the ODOC of any claims, demands and liabilities resulting from any act or omission on the part of the Contractor and/or its agents, servants, and employees in the performance of this contract.

B.8.4. It is the express intention of the parties hereto that this contract shall not be construed as, or given the effect of, creating a joint venture, partnership or affiliation or association that would otherwise render the parties liable as partners, agents, employer-employee or otherwise create any joint and several liability.

B.9. Prohibited Use of Tobacco on State Property

The use of tobacco and tobacco-like products are prohibited on state property.

B.10. Security Requirements

B.10.1. If required to enter an ODOC facility, Contractors' employees must comply with the security requirements at each ODOC facility. All persons, vehicles and equipment are subject to search. Persons are typically pat searched and required to clear metal detection devices. Packages, briefcases, purses, etc., are searched with x-ray equipment. Drug detection K9s are used sporadically. Contractor should call ahead to facility prior to meetings if they have questions regarding the security requirements.

B.10.2. Background Checks and Verifications:

At the sole discretion of ODOC, Contractor may be subject to background checks. Upon ODOC's request, Contractor must submit the required background check information to ODOC in a timely manner. The State may elect to limit or deny the Contractor's access to ODOC's premises, computer systems, documents, files and data prior to completion of background verification.

B.11. Indemnification

B.11.1. The Contractor shall indemnify DOC against liability for any suit, action, or claim of any character arising from or relating to the performance of the Contractor or its subcontractors under this contract.

B.11.2. ODOC nor the State of Oklahoma has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, action, or claim of any character is brought by any person not party to this contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this contract.

B.11.3. The Contractor shall immediately notify the Contract Monitor of any suit, action, or claim made or filed against the Contractor or its subcontractors regarding any matter resulting from, or relating to the Contractor's obligations under this Contract, and shall cooperate, assist and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the ODOC as a result of, or relating to, the Contractor's performance under this Contract.

B.12. Liability Insurance

Contractor shall furnish to ODOC, prior to the effective date of the Contract, a Certificate of Insurance naming Contractor as the insured with a minimum of $1,000,000.00 of coverage insuring Contractor against any public liability of bodily injury and property damage. Said Certificate of Insurance shall be properly executed by an authorized agency of the named insurance company and shall provide for thirty (30) days' prior written notice to the insured and to ODOC in the event of cancellation of said policy. Contractor further agrees to maintain all statutorily required insurance coverage for Unemployment and Worker's Compensation.

B.13. Liability Insurance – Automobile

Contractor shall procure and maintain automobile liability insurance with limits of liability of a minimum of one hundred thousand dollars ($100,000) on all automobiles used to transport clients.

B.14. Critical Incidents

B.14.1. Critical incidents are defined as follows:

B.14.1.1. Severe injury to an offender receiving services, program volunteer, or Contractor's staff;

B.14.1.2. Death of an offender receiving services, program volunteer, or Contractor's staff;

B.14.1.3. A situation involving any person who abuses, neglects, or mistreats an offender receiving services;

B.14.1.4. Misappropriation of state or federal funds by an employee of the Contractor;

B.14.1.5. Any event involving an offender receiving services that gains the attention of the news media; or

B.14.1.6. The commission of a felony by any offender while participating in any program or in the physical custody of the Contractor.

B.15. Notice of Critical Incidents

If a critical incident occurs, as soon as possible, the Contractor shall notify the ODOC Contract Monitor.

B.16. Duplicate Billing Prohibition

Contractor shall not bill ODOC for services required under the Contract for which the Contractor has already received or will receive compensation for the same services from another source. Contractor may seek additional funding from another source to enhance the services for which ODOC is providing compensation.

C. SOLICITATION SPECIFICATIONS

C.1. Background

The Oklahoma Department of Corrections (ODOC) is committed to providing offenders with the knowledge and skills necessary to rejoin the community upon release from incarceration. Reentry is a process of identified training and treatment programs made available to offenders. The goal of reentry is the reduction of offender recidivism, which may be achieved through underscoring the philosophy that reentry begins at reception and continues throughout incarceration or community supervision.

C.2. Overview/Purpose

ODOC is soliciting vendors experienced in the provision of those services necessary for individuals on parole to achieve family sustaining employment through life skills development and job placement support. Services will be provided to adult offenders returning to the community from incarceration with the Oklahoma Department of Corrections. Participants will include offenders identified by ODOC that plan to return to Oklahoma County. Offenders convicted of a sex offense(s) will not be eligible for this program. The total amount of funding that ODOC has available to spend on this program is $50,000 per contract year. At its discretion, ODOC may choose to award one or two contracts from this solicitation. Through this request for proposal, ODOC is striving to have a positive, measurable impact on parolees.

C.3. Minimum Supplier Eligibility Requirements

C.3.1. To be eligible for consideration for award, Supplier must meet the following minimum requirements. The Supplier shall:

C.3.1.1. Be a nonprofit organization or program which is exempt from taxation pursuant to the provisions of Section 501(c)(3) of the Internal Revenue Code and 26 U.S.C., Section 501(c)(3).

C.3.1.2. Currently provide services including job readiness assessments, training in soft skills development, training for the work environment, job search assistance, including resume preparation, application completion, interviewing techniques and job retention.

C.3.1.3. Have established contacts with local employers located in the Oklahoma County area.

C.4. Scope of Work, Methods and Major Tasks

C.4.1. The Contractor shall administer a program to provide the services identified in each of the service categories listed below to adult offenders returning to the community from incarceration with the Oklahoma Department of Corrections.

C.4.1.1. Job Readiness Training

The Contractor shall provide a minimum of 8 hours of job readiness training services to program participants in this phase of the program.

All job readiness training shall take place at a suitable and ODOC approved location secured by the Contractor.

Training shall include soft skills training regarding punctuality, reliability, appropriate dress and attitude, understanding workplace etiquette, and effective interviewing skills.

All job readiness training and programming provided by the Contractor shall adhere to the principles of effective intervention and evidence-based practices.

C.4.1.2. Job Placement

The Contractor shall provide job placement assistance a minimum of one time per month to program participants in this phase of the program.

To aid in successful placement, the program should include staffing specialists who cultivate employer relationships to identify open positions and send participants for targeted interviews.

The Contractor shall use community contacts and knowledge of specific job openings to place job-ready participants into paid employment.

C.4.1.3. Job Retention Services

Once a participant has been placed into employment, the Contractor will provide job retention services a minimum of one time per month to program participants in this phase of the program.

The Contractor will provide intensive follow up services with both the participant and the employer.

The Contractor shall provide feedback to the participant and help them work through any potential issues and provide support if issues do arise.

The Contractor shall interface with the employer to ensure that their employment needs are being met and that the employees provided are meeting or exceeding expectations.

If a participant loses their job, the Contractor will work on securing a new job.

For participants that are employed, the Contractor will also provide job advancement services and follow-up services.

C.4.2. Placement in to the program for ODOC identified/approved participants shall take place immediately upon release. Each participant shall receive services through the program for no more than 12 month.

C.4.3. The Contractor will provide an overall program case management component for each participant to include tracking and maintaining documentation of all services provided, as well as, progress made through the program.

D. EVALUATION OF PROPOSALS

D.1. Evaluation and Award

Proposals will be evaluated on the "best value" determination in accordance with the State of Oklahoma Statute Title 74, Section 85. ODOC reserves the right to make awards to one or more contractors.

D.2. Negotiations

D.2.1. In accordance with Oklahoma Statutes, title 74 subsections 85.5.J (4) and 85.9D.A, the ODOC reserves the right to negotiate with one, selected, all or none of the vendors responding to this solicitation to obtain the best value for the State.

D.2.2. Negotiations would be through the ODOC and could entail discussions on products, services, pricing, contract terminology or any other issue that mitigate the State's risks. The ODOC will consider all issues to be negotiable and not artificially constrained by internal corporate policies. Negotiation may be with one or more vendors, for any and all items in the vendor's proposal. Firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item will face a significant disadvantage and may not be considered.

D.3. Evaluation Process

Proposals shall be scored on information provided in a supplier's response. Proposals shall be ranked based on the total score received during this evaluation. The ODOC may award a contract based on its initial review of proposals received without further evaluation or discussion of any proposals with any Supplier.

D.4. Selection Criteria

ODOC will conduct a comprehensive, fair and impartial evaluation of the responses received for this Solicitation. The responses will be evaluated and scored separately. Responses will be evaluated using the best value criteria listed below:

- Capability and Experience
- Technical/Narrative
- Cost

E. INSTRUCTIONS FOR SUBMITTING A RESPONSE TO THIS REQUEST FOR PROPOSAL (RFP)

E.1. General Proposal Instructions

E.1.1. All pre-proposal questions and correspondence related to this solicitation shall be made in writing by email or fax to the ODOC Buyer listed in this solicitation.

E.1.2. It is the Supplier's sole responsibility to ensure that their proposal is received at the ODOC address listed in the solicitation by the specified bid/proposal closing date and time. ODOC will not be responsible for supplier's, U.S. Mail's or any courier's failure to make timely delivery of the solicitation response.

E.1.3. Supplier's proposal should annotate on the outside front lower left hand corner of the envelope with the RFQ/Solicitation#, closing date, closing time, and ODOC Buyer's name.

E.1.4. Any corrections, white-outs, erasures, re-striking or other forms of alteration made by the Supplier on their response documents prior to submission should be initialed in ink by the Supplier.

E.2. Proposal Submission Requirements

E.2.1. In order to provide a proposal in response to this solicitation, supplier shall complete all of the attached documents and provide all of the information required by section E.2. Failure to submit the information requested may cause a supplier's response to be deemed non-responsive and disqualified for consideration.

E.2.2. Supplier shall provide detailed documentation demonstrating that they meet or exceed each of the Minimum Supplier Eligibility Requirements listed in section C.3. Supplier shall include information that supports the capability of their organization to successfully deliver the services specified by this solicitation, which may include information such as, supplier's organizational structure, years in business, personnel or staffing information, and special awards or certifications.

E.2.3. Supplier shall provide a narrative with supporting documentation that demonstrates its experience with these types of services. Experience must be within the last 5 years. Documentation shall include contact information of entities that received these types of services from the supplier.

E.2.4. Supplier shall provide a detailed, concise narrative of the program they are proposing to provide. Supplier must provide documentation that demonstrates the effectiveness for this target population.

E.2.5. Supplier shall provide a timeline for implementation with dates for individual milestones to be accomplished in order for the program to be fully operational in a minimal amount of time.

E.2.6. Supplier shall provide a proposed monthly fixed fee per participant for the successful delivery of each of the service categories listed below. Supplier shall certify their understanding that the fee will only be paid for participants who receive the minimum level of services required by each category each month. Payment shall be made in arrears upon ODOC's acceptance of required reports and receipt of a proper invoice.

Job Readiness Training (minimum of 8 hours per month)	$_____/participant/month
Job Placement (minimum of 1 time per month)	$_____/participant/month
Job Retention (minimum of 1 time per month)	$_____/participant/month