

REQUEST FOR PROPOSALS

RFP NUMBER: 0A1070
DATE ISSUED: February 17, 2010

The State of Ohio, through the Department of Administrative Services, Information Technology Procurement Services, for the Ohio Department of Job and Family Services is requesting proposals for:

ODJFS Call Center Oversight Project

INQUIRY PERIOD BEGINS: February 17, 2010
INQUIRY PERIOD ENDS: March 9, 2010
OPENING DATE: March 17, 2010
OPENING TIME: 1:00 P.M.
**OPENING LOCATION: Department of Administrative Services
I.T. Procurement Services
Bid Desk
4200 Surface Road
Columbus, Ohio 43228**

This RFP consists of five parts and nine attachments, totaling 115 consecutively numbered pages. Supplements also are attached to this RFP with a beginning header page and an ending trailer page. Please verify that you have a complete copy.

PART ONE: EXECUTIVE SUMMARY

Purpose. This is a Request for Competitive Sealed Proposals (“RFP”) under Sections 125.071 and 125.18 of the Ohio Revised Code (the “Revised Code”) and Section 123:5-1-8 of the Ohio Administrative Code (the “Administrative Code”). The Ohio Department of Job and Family Services (ODJFS) has asked the Department of Administrative Services to solicit competitive sealed proposals (“Proposals”) for the Statewide Call Center Oversight Project (the “Work”), and this RFP is the result of that request.

If a suitable offer is made in response to this RFP, the State of Ohio (the “State”), through the Department of Administrative Services, may enter into a contract (the “Contract”) to have the selected offeror (the “Contractor”) perform all or part of the Work. This RFP provides details on what is required to submit a Proposal for the Work, how the State will evaluate the Proposals, and what will be required of the Contractor in performing the Work.

This RFP also gives the estimated dates for the various events in the submission process, selection process, and performance of the Work. While these dates are subject to change, prospective offerors must be prepared to meet them as they currently stand.

Once awarded, the term of the Contract will be from the award date until the Work is completed to the satisfaction of the State and the Contractor is paid or June 30, 2011, whichever is sooner. The State may renew this Contract for up to three additional two-year term(s), subject to and contingent on the discretionary decision of the Ohio General Assembly to appropriate funds for this Contract in each new biennium. Any such renewal of all or part of the Contract also is subject to the satisfactory performance of the Contractor and the needs of Job and Family Services.

The State may reject any Proposal if the offeror fails to meet a deadline in the submission or evaluation phases of the selection process or objects to the dates for performance of the Work or the terms and conditions in this RFP.

Background. ODJFS provides health, human and employment services to Ohioans, employers and medical providers. Many Ohioans receive multiple services from ODJFS. ODJFS is looking to maximize service delivery and minimize response time through technology.

The use of telephone systems/Private Branch Exchange (PBX), interactive voice response (IVR), and automatic call distribution units (ACD) are a demonstrated way of communicating with a customer base. Through IVR/ACD/PBX technology, information can be disseminated and collected in a convenient and customer friendly fashion. Integration of IVR/ACD/PBX technology via web servers to the Internet can provide additional opportunities and means for customer access to ODJFS services.

The ODJFS Enterprise Statewide Telephone System supports more than 5,000 desktops seamlessly integrated with IVR/ACD/PBX systems and services that are located at the State of Ohio Computer Center (“SOCC”) in Columbus, Ohio.

ODJFS’ current Enterprise Telephony System and Converged Networking/VoIP/Collaborative Contact Center infrastructure solution supports the following program applications:

1. Office of Child Support (“OCS”)
2. Ohio Health Plans (“OHP”)
3. Unemployment Compensation Benefits (Local Operations)
4. Unemployment Compensation Taxation (“UC Tax”)
5. Unemployment Compensation Review Commission (“UCRC”)
6. Multiple Internal Helpdesks
7. Office of Shared Services (“OSS”)
8. Various county government offices throughout Ohio

Overview of Current Systems

Converged Networking/VoIP/Collaborative Contact Center Infrastructure – Call Centers

ODJFS has an Aspect Spectrum Enterprise Call Center solution, including ancillary applications and services that support the following business units:

- Unemployment Compensation Office of Local Operations (“UC”)
- Ohio Health Plans (“OHP”)
- Office of Child Support (“OCS”) Customer Inquiry Call Center (“CICC”)
- Statewide Automated Child Welfare Information System (“SACWIS”) Help Desk
- Family and Children Services Information System (FAC SIS)
- Unemployment Compensation Tax
- Office of Research, Assessment and Accountability (“ORAA”) Help Desk
- Office of Children and Families (“OCF”) Help Desk
- Office of Family Stability (“OFS”) Help Desk
- Client Registry Information System-Enhanced (“CRIS-E”) Help Desk
- EDI Support Help Desk
- Sharing Career Opportunities and Training Information (“SCOTI”) Help Desk
- Ohio Workforce Development (“OWD”)
- Office of Information Services (“OIS”) Help Desk

See the table below for approximate business unit breakdown of pertinent ACD information and related components; such as Web Powered Agent (WPA), Enterprise Administrator (EA), Total Recall Reports (TRR), etc. Further description of the environment is detailed after the table. During peak traffic periods, call volumes have reached or exceeded 390,000 per day.

Business Unit	ACD Switch	# Agents	# Mgmt. Staff	Web Monitor & Reports	EA & TRR	WPA	Convergence	Est. Monthly Call Volume	Primary #	*Location
NON CAMPUS										
UC Local Ops										
Allen07 – PC	GODO	22	5	✓		✓		5342	866-272-0118	Lima
Belmo05 – PC	GODJ	14	3	✓		✓		3308	866-249-0028	Bridgeport
Cuyah19 – PC	GODJ	46	6	✓		✓		11331	866-576-0006	Richmond Heights
Hamil09 – CC	GODJ/ GODO	41	7		✓	✓	✓	118123	877-644-5627 Opt. 1	Springdale
Lawre04 – PC	GODO	12	2	✓		✓		2830	888-582-0170	Ironton
Lorai11 – CC	GODJ/ GODO	35	4		✓	✓	✓	118123	877-644-5627 Opt. 1	Lorain
Lucas10 – CC	GODJ/ GODO	40	7		✓	✓	✓	118123	877-644-5627 Opt. 1	Maumee
Mahon05 – PC	GODJ	47	6	✓		✓		13445	866-221-0558	Youngstown

Business Unit	ACD Switch	# Agents	# Mgmt. Staff	Web Monitor & Reports	EA & TRR	WPA	Convergence	Est. Monthly Call Volume	Primary #	*Location
Montg14 – CC	GODJ/ GODO	34	7		✓	✓	✓	118123	877-644-5627 Opt. 1	Dayton
Richl08 – PC	GODJ	36	5	✓		✓		8064	866-849-0029	Mansfield
Ross06 – PC	GODO	24	5	✓		✓		3179	866-244-0399	Chillicothe
Senec03 – PC	GODO	23	3	✓		✓		5102	866-472-0003	Tiffin
Shelb02 – PC	GODO	31	5	✓		✓		7339	866-541-0187	Ft Loramie
Stark05 – PC	GODJ	34	5	✓		✓		6570	866-768-0022	Canton
Summi16 – CC	GODJ/ GODO	46	5		✓	✓	✓	118123	877-644-5627 Opt. 1	Akron
Washi04 – PC	GODJ	20	3	✓		✓		4095	866-867-0044	Marietta – Reno
Wood05 – PC	GODO	20	4	✓		✓		4865	800-589-2799	Bowling Green
Athen05 – CC	GODJ/ GODO	25	3		✓	✓	✓	118123	877-644-5627 Opt. 1	The Plains
OCS										
Athen05										The Plains
ODJFS Other										
Cledo01 – RO										Cleveland
CAMPUS										
AIR4020										
CS1000E MG										1320 Arthur E Adams Dr
SOCC										
UC Workforce Dev										
Ohio Workforce Dev	GODO	130	15	✓		✓		N/A	888-296-7541	4020
SCOTI	GODO	10	3	✓	✓		✓	2135	888-385-2588	4020
UC Local Ops										
Columbus CC	GODJ/ GODO	53	6		✓	✓	✓	118123	877-644-5627 Opt. 1	4020
UC – Other										
Redet	GODO	38	5		✓	✓	✓	5831	866-574-0015	4020

Business Unit	ACD Switch	# Agents	# Mgmt. Staff	Web Monitor & Reports	EA & TRR	WPA	Convergence	Est. Monthly Call Volume	Primary #	*Location
Special Claims	GODO	55	4		✓	✓	✓	776	866-458-0007	4020
Trade	GODO	35	5		✓	✓	✓	2097	866-288-0989	4020
UC Tax	GODJ	148	17	✓	✓	✓		17727	888-284-9060	4020
Fiscal & Monitoring										
ORAA HD	GODO	40	1	✓				920	800-627-8133	4020
AIR4200										
OIS										
Customer Service Center										4200
EDI Support HD	GODO	6	1	✓		✓		440	877-225-2334	4200
LAZ										
OCS										
CICC	GODJ	10	2	✓		✓		8309	800-686-1556	LAZ
OFC										
County TA HD	GODJ	12	2	✓		✓		84	866-886-3537 Opt 6	Various
CRIS-E/e-ICMS HD	GODJ	7	1	✓		✓		562	888-236-6316	LAZ
FACSYS / SACWIS	GODJ	16	2	✓		✓		140	800-686-1580 Opt 3 → Opt 5	LAZ
OCF HD	GODJ	8	2	✓		✓		2992	866-886-3537 Opt 4	LAZ
TANF	GODJ/ GODO	9	1				✓	1748	866-244-0071	LAZ
OHP										
Provider Asst/Enroll	GODJ	32	12	✓	✓	✓		23036	Transfer points from IVR only	LAZ
SOT (Centrex)										
LEGAL										

*Location: 4200 & 4020 refers ODJFS addresses on E. 5th Avenue, LAZ refers to 50 W. Town St., State Tower refers to the Rhodes State Office building at 30 East Broad Street. All these locations are in Columbus, Ohio.

The largest ACD user group, UC, is comprised of six (6) call centers located in Columbus, Maumee, Dayton, Cincinnati, Akron, Lorain, The Plains and 12 processing centers located throughout Ohio. UC also has several smaller groups, such as UC Tax, and Trade and Special Claims – all of which are located within Columbus campus buildings. The UC Call Centers support the delivery of Unemployment Compensation Benefits for Initial Claims, Continued Claims, and General and Specific Claim Information.

All other departments that use the ACD system are located within the Columbus campus buildings; a few also having several off-site agents (such as the County TA HD) that use the Web Powered Agent (“WPA”) client from remote State offices.

Most ACD agents and supervisors utilize WPA for logging into the Aspect Spectrums and establishing a voice path. A few groups, however, still use Aspect Convergence software for the same purpose and will ultimately migrate to WPA. The UC Local Operations call centers will keep Convergence as a backup for WPA in the event of system trouble.

Central Office and remote UC group supervisors and staff utilize Aspect Enterprise Administrator (“EA”) and Enterprise Reports (“ER”) software clients at each desktop. All other ACD groups utilize web-based versions of these applications (e.g. Web Monitor & Web Reports).

The core Nortel Succession 1000MG PBX at the SOCC consists of eight (8) network groups, five (5) columns, and twenty-three (23) modules -- and is currently running software version 4.5. The PBX is IP enabled to facilitate migrating ODJFS sites from the SOMACS TDM network to the ODJFS converged network. IP enabling the Nortel Succession 1000MG at the SOCC allows the migration of Voice Applications from the TDM network to the converged network.

The Nortel Succession 1000MG system located at the SOCC connects to the Nortel Succession 1000s PBXs at each of the six (6) Call Centers and 12 processing centers via two (2) to six (6) T1s for each switch to switch connection. These discrete T1s are used for ACD voice connectivity, predictive dialer services, voice mail on the Nortel Succession 1000MG PBX, and least cost routing between networked sites. In addition, all sites have ISDN PRI circuits and POTS lines to the local PSTN cloud. A long distance Qwest point of presence, installed at the SOCC, enables ODJFS to route all long distance calls from all sites at a very cheap cost per minute.

The ACD groups, located at the 4020 E. 5th Ave location, have a Nortel CS1000-E VoIP PBX that is used for connectivity back to the SOCC and the ACD by way of T1 connections back to the Nortel Succession 1000MG, very much like the other centers.

At present, for all other locations, those agents log in with their DID number for the callback to establish the ACD voice path. The ACD systems then calls out directly from the switch to the DID via the Qwest circuits.

The core of the ACD enterprise system is comprised of two (2) Aspect Spectrum ACD switches (GODJ and GODO) running software release version 10.x, are located at the SOCC. The ACDs have approximately 149 Qwest multi-diversity routed T1s (to GODJ and to GODO) coming in from the PSTN used for all ACD and IVR inbound calls as well as some outbound calls made by the agents. There are approximately 30 T1 tie lines between the ACD switches used for the overflow of calls and simultaneous queuing between the two Spectrums. There are approximately 37 T1 tie lines from the ACDs to the Nortel Succession (1000MG) core PBX for establishing voice paths back to all agents - for internal, least cost routing, and calls to other Nortel PBX sites made by ACD agents. (See Supplement Four – ODJFS ACD IVR Topology diagram.) Additional connectivity is maintained for ancillary systems through tie lines and transaction links (see detail below).

The following software components are an integral part of the overall ACD system:

- Rockwell ICS (2)
- RMS III (2)
- Enterprise Simulator
- Enterprise Data Mart (“EDM”)
- Enterprise Reports (“ER”) (2)
- Reports Web View
- Enterprise Platform (“EP”) (2)

- Enterprise Web Monitor (2)
- Web Powered Agent (“WPA”) (6)

The ACD systems have the following ancillary components which are connected through various transaction links and/or tie lines:

- NICE Quality Monitoring System, connected by one (1) transaction link from each ACD switch;
- Simon Targetvision, connected by one (1) transaction link from each ACD switch;
- Verint Witness Workforce Management System, connected by one (1) transaction link from each ACD switch;
- Aspect Ensemble Pro Predictive Dialer, connected by one (1) transaction link to each ACD switch and T1 tie lines to each;
- 35 tie lines from GODJ to the UC Benefits IVR; and
- 27 tie lines from GODO to the UC Benefits IVR (OCS & OHP IVR calls go directly from the Qwest circuits into the IVRs bypassing the Spectrum ACDs).

The NICE Quality Monitoring system was configured to passively tap all of the Qwest circuits into the ACD’s. The NICE system has two call logging servers, each with one transaction link connection to either GODO or GODJ. There is no further integration of the two systems.

The Ensemble Pro Predictive Dialer (See Supplement Two – Aspect Spectrum Outbound Ensemble Pro 6.0.1 diagram.) is presently utilized by several groups, the UC Local Operations call centers, Child Support and UC Trade. The UC Trade dialer application is an outbound notification campaign only. The Child Support and Local Operations applications make notification calls, additionally callers are presented with an option for immediate connection (or queue) to an available agent, or, in the case of Child Support, can be connected to a County office by utilizing another Qwest trunk to the cloud. The dialer architecture consists of the following: Nuance TTS Server, Application Sever, Primary and Backup Database Servers, Agent and Director Portal Servers, Backup Application/Centercord/M3 Server, DCP, and Gateway. The Dialer has five outbound T1s and handles up 1.5 million outbound calls per month. This system is version 6.0.1, and does not support the blended agent environment – all agent transfers are handled through DNIS routing to the Aspect application/agent group.

Campus Phone Systems – Enterprise Statewide Telephone System

In addition to the aforementioned sites, ODJFS has integrated all ODJFS Columbus Campus offices and business units. These sites have been integrated onto the Enterprise Statewide Telephone System using VoIP technologies. All locations, except for the SOT, have Nortel CS1000E systems.

ODJFS has retrofitted their IP Network Infrastructure to accommodate a Quality of Service (QoS) enabled Converged Network model for the purposes of cost savings, increasing network reliability/availability, simplifying security and positioning themselves to quickly deploy computer telephony applications. Currently ODJFS has migrated more than 150 video conferencing sites to this Converged Network - yielding substantial cost savings as well as increased reliability, flexibility, scalability and quality.

ODJFS installed a Nortel CS1000E system with two CS1000T stacks into their 4020 E. Fifth Avenue facility in January 2006. This system is currently supporting 1200 IP phones. The CS1000T stacks interface these IP phones to ODJFS' ESN (SOMACS network) and the PSTN. This site includes a Nortel “Call Pilot” (Voice Mail) and a Nortel MCS5100 (used for bridging services). More than 50 separate servers, communicating via IP over Cisco Ethernet switches, make up this single phone switch. The understanding of the intercommunication between these servers, and the integration of the switches with the SOMACS and PSTN TDM networks, is critical to the successful support of this installation.

ODJFS migrated to Nortel VoIP technology at all facilities within the Air Center complex (4200 and 4020 E. Fifth Avenue locations). Additionally, an almost identical Nortel CS1000E system (another 50 servers) was installed at the Lazarus facility in January 2007. This system will be extended to other campus locations as the facilities become ready for occupancy.

Office of Shared Services

As a result of successful deployment and management of telephony infrastructure, the Ohio Department of Job and Family Services offers telephony infrastructure and support to other state agencies and county governments. Most notably, ODJFS hosts a call center for the Office of Budget and Management, Office of Shared Services. The Cisco Unified Communications and Unified Contact Center Enterprise solution (See Supplement Three – OSS CCT Technical Architecture diagram.) deployed at 4310 East Fifth Avenue on the AirCenter Campus, in Fall 2009, includes:

Hardware:

- Two Cisco Roggers (Router/Logger) servers (duplexed)
- Two Admin Workstation/Historical Data servers
- Two Peripheral Gateways (PGs) for Cisco Communication Manager (cross-over cables for duplex)
- Two Peripheral Gateways (PGs) for Cisco Customer Voice Portal (CVP) (cross-over cables for duplex)
- Two Cisco Customer Voice Portal (CVP) Voice XML combo servers
- Two Cisco version 6.1 Communication Manager Publishers
NOTE: The State of Ohio requested two Publishers to provide the Office of Budget Management (“OBM”) future ownership of their own dial-tone.
- Three Cisco version 6.1 Communication Manager Subscribers
- One Cisco Unity 7.0 voice messaging server
- One Cisco Support Tools server
- One Cisco Customer Voice Portal (CVP) Reporting server
- One Cisco Customer Voice Portal (CVP) Studio server
- One Cisco Unified CRM Connector server for PeopleSoft
- Cisco Unified Communications Manager (UCM)
- Cisco Voice Gateways and Gatekeepers
- Cisco Unity Voice Mail (Unity)
- Cisco Unified Contact Center Enterprise (UCCE)
- Customer Voice Portal (CVP)
- Cisco CRM Connector (PeopleSoft)

OIS:

- Cisco UCC-Enterprise (UCCE) 7.5
- Customer Voice Portal (CVP) 7.x
- Cisco CRM Connector
- Cisco Unified Communications Manager 6.1
- Unity Messaging 7.x

This infrastructure currently supports:

- One call center with 40 new agents
- Voice only business phones for 160 employees
- Menu prompt, collect and queuing for callers
- PeopleSoft CRM Connector for CTI screen popping
- Architecture for a highly resilient/duplexed contact center for growth

IVR & Web Applications – OCS, OHP, UC Benefits/Local Operations, UC TAX and UCRC

1. Office of Child Support (“OCS”)

IVR: 1-800-860-2555 Volume: ~1,000,000 calls per month

Web: <https://www.setsivr.odjfs.state.oh.us/welcome.asp> Volume: ~175,000 hits / mo.

The OCS IVR and Web applications provide county information and child support case/order information (including the amount and date of the last payment, current balances, arrearage

balances and total balances) – seven days per week, 24 hours per day (24x7). The FTP software, ConnectDirect™, retrieves this data from a database cluster that receives scheduled weekday updates and weekly full builds from the Support Enforcement Tracking System (“SETS”) mainframe application. Functionality built into the IVR/WEB applications allows authorized OCS staff the ability to change pre-recorded agency information in the IVR application; and to change daily messages in the IVR and Web applications. The application user community includes English and Spanish speaking callers/users that either, pay or receive child support in Ohio; some individuals require TDD. Currently, the Web application only supports English. The IVR application supports both English and Spanish. The Office of Child Support has 14 T1s connected to the Qwest network.

2. Ohio Health Plans (“OHP”)

IVR: 1-800-686-1516 Volume: ~300,000 calls per month

The purpose of the Medicaid IVR is to provide immediate access and responsiveness to information needed by the medical provider community. The IVR is a federally mandated, HIPAA compliant system that enables callers to access information 24x7. The application is offered in English and Spanish. It serves a wide range of needs by providing information on client eligibility, claim status, payment status, prior authorization, provider information, procedure and drug code information, HMO information, third party information, claims paid/denied, and suspended claim information. The Medicaid IVR is also used for collecting data on hospice providers and recipients. This information is stored on a database cluster, exported and sent via email to select OHP personnel. The IVR is integrated with the Medicaid Management Information System (“MMIS”) via real time screen scraping software (Attachmate SDK), and utilizes text to speech software (Nuance) to provide information to the caller. Scheduled FTP processes handle the import and export of data on daily, weekly and monthly intervals. The IVR needs to be enhanced to integrate with new Medicaid Information Technology System (MITS) application. OHP has nine (9) T1s connected to the Qwest network, which are provisioned with the Qwest Take Back and Transfer (TnR) product for transferring to ACD agents.

3. Unemployment Compensation (UC) Benefits/Local Operations – Ohio Jobs Insurance (“OJI”) IVR Integration

IVR: 1-877-644-6562 Volume: ~ 675,000 calls per month

The Unemployment Compensation IVR provides the ability to file benefits for weeks of unemployment, inquire on the most recent payment, application status, total benefits and general information 24x7. The IVR application is offered in English and Spanish. The IVR application user community includes unemployed individuals who desire to receive unemployment benefits. The IVR utilizes an Enterprise Lightweight Directory Access Protocol (“LDAP”) for authentication, and integrates with the OJI database via real-time API stored procedures. UC Claim data is transferred from the OJI Mainframe to a database cluster to provide a backup in the event the mainframe becomes unavailable. This data transfer includes daily updates (excluding Saturday) to the local Claims Filing Database using a scheduled FTP process. Claimant Filed Weeks, Booklet Requests, PIN Changes, Requests for Duplicate 1099 forms and Stored Procedure Data Comparison results are exported from the database cluster through automated processes and pulled via FTP by ODJFS staff. Callers into the OJI IVR have the ability to transfer to the ACD via tie line connections between the IVRs and the ACD. UC Benefits has 62 T1s tie lines connected to the Aspect ACDs.

4. Unemployment Compensation (“UC”) Tax

IVR: 1-866-448-2829 Volume: ~ 10,000 calls per month

The UC Tax IVR application provides employers the ability to submit Employer's Contribution and Wage Reports and to respond to Taxable Wage letters for UC Tax overpayment. The application is offered in English, Spanish, and TDD. The IVR utilizes a database cluster to collect and communicate data. The source data for the database cluster is acquired from the UC Tax Unisys Mainframe System through automatic import processes that import the data via scheduled daily FTP processes. The wage and overpayment information, collected through the IVR, is saved on the database cluster, and is exported and pulled via FTP by ODJFS staff. Modification to the current IVR application will be required in order to integrate with the new Employer Resource

Information Center (“ERIC”) system; as ERIC replaces the current UC Tax Unisys Mainframe System. UC Tax has two (2) T1s connected to the Qwest network.

5. Unemployment Compensation Review Commission (“UCRC”)

IVR: 1-866-833-8272 Volume: ~ 7,000 calls per month

The UCRC IVR provides information to unemployment compensation claimants; providing information regarding the time, date, and location of an appeal hearing, the outcome of the appeal, and general information on the appeals process. The IVR application is offered in English and Spanish. The user community consists of claimants and employers. The data used in this application is retrieved from a database cluster which imports a daily full build of the data from the Case Management System (“CMS”) mainframe application via FTP. UCRC has two (2) T1s connected to the Qwest network.

Hot Site Environment

The current IVR Hot Site is located at the AirCenter. In the event the OCS and/or OHP applications are unavailable in the production environment (due to overflow capacity, failover, maintenance, implementations, or outages), calls are rerouted in the Qwest network to the trunks at the Hot Site. The applications function in the same manner as those in production; with one exception, there is no current Web functionality for the OCS Payment Status Web application. A DS3 is connected to the Qwest network for the Hot Site facility. Qwest Take Back and Transfer (“TnR”) is provisioned for the OHP Hot Site IVR.

Objectives. Through the release of this RFP, ODJFS is looking to establish a partnership with a single Contractor to assist in accomplishing several goals:

Assist the State in migrating to next generation TCP/IP telephony solutions and enhance the infrastructure, to allow full collaboration – including utilization of Computer Technology Integration (CTI), multi channel Customer Relationship Management (CRM), and video. The agency’s strategic plan includes pursuing CISCO solutions for achieving these functionalities.

The Contractor will work with the State to assist the State with needs assessment, requirements gathering and functional design, technical analysis design and verification and testing on an as need basis.

Overview of the Work's Scope. The scope of the Work is provided in Attachment Two of this RFP. This section only gives a summary of the Work. If there is any inconsistency between this summary and the attachment's description of the Work, the attachment will govern.

The Contractor must provide Converged Networking/VoIP/Collaborative Contact Center services for Contact Center initiatives on behalf of ODJFS. These services include project planning, support, monitoring, customer interface, verification and validation activities and oversight.

The State envisions these services to be fulfilled by a team comprised of the following positions:

Position to support and enhance the ODJFS Converged Networking/VoIP/Collaborative Contact Center infrastructure	Full Time Equivalent	Hours/ea.
Project Lead	1	2080
Business Analyst	1	2080
Systems Analyst	1	2080
Cisco Internetwork Expert	1	2080
Lead Technical Analyst	1	2080
Subject Matter Expert(s) (SMEs)	3	2080

The eight Converged Networking/VoIP/Collaborative Contact Center positions are to be regarded as full-time, however flexibility is necessary to allow for team members and SMEs of varying skill sets to meet

the dynamic needs of the project. At a minimum, the Contractor must provide staff that has Call Center Expertise, Web Development Expertise, and Development Expertise, as defined in Attachment Two. The Contractor may need to replace personnel to provide a specific skill set to address a project need. The hours are estimated and not guaranteed.

The State will engage the services of quality IT Professionals to assist the State with project administration, requirements and design; technical review and analysis; and testing, for, but not limited to, the following ODJFS project initiatives:

- Ohio Health Plans (OHP) call center requirements and IVR activities;
- Office of Child Support (OCS) Support Enforcement Tracking System (SETS) IVR modification and web interface completion;
- Operational support, enhancements for the telephone system to Unemployment Compensation and Local Operations processing centers and call centers;
- Integration of the IVR with the Ohio Job Insurance application for Unemployment Compensation Benefits;
- Operational support and enhancements for the IVR for the Unemployment Compensation Review Commission;
- Expansion of the Converged Networking/VoIP/Collaborative Contact Center infrastructure for Unemployment Compensation Benefits claim processing via 1-877-OHIO-JOBS; and
- Continued expansion of the CISCO distributed enterprise solutions.

Calendar of Events. The schedule for the RFP process and the Work is given below. The State may change this schedule at anytime. If the State changes the schedule before the Proposal due date, it will do so through an announcement on the State Procurement Website's question and answer area for this RFP. The Website announcement will be followed by an amendment to this RFP, also available through the State's Procurement Website. After the Proposal due date and before the award of the Contract, the State will make schedule changes through the RFP amendment process. Additionally, the State will make changes in the Work schedule after the Contract award through the change order provisions in the General Terms and Conditions Attachment to this RFP. It is each prospective offeror's responsibility to check the Website question and answer area for this RFP for current information regarding this RFP and its Calendar of Events through award of the Contract.

Dates:

Firm Dates

RFP Issued:	February 17, 2010
Inquiry Period Begins:	February 17, 2010
Inquiry Period Ends:	March 9, 2010, at 8:00 a.m.
Proposal Due Date:	March 17, 2010, at 1:00 p.m.

Estimated Dates

Award Date:	May 19, 2010
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Estimated Work Dates

Work Begins:	June 2, 2010
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There are references in this RFP to the Proposal due date. Unless it is clearly provided to the contrary in this RFP, any such reference means the date and time (Columbus, Ohio local time) that the Proposals are due and not just the date.

PART TWO: STRUCTURE OF THIS RFP

Organization. This RFP is organized into five parts and has nine attachments. The parts and attachments are listed below. There also may be one or more supplements to this RFP listed below.

Parts:

- Part 1 Executive Summary
- Part 2 Structure of this RFP
- Part 3 General Instructions
- Part 4 Evaluation of Proposals
- Part 5 Award of the Contract

Attachments:

- | | |
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| Attachment One | Evaluation Criteria |
| Attachment Two | Work Requirements and Special Provisions |
| Attachment Three | Requirements for Proposals |
| Attachment Four | General Terms and Conditions |
| Attachment Five | Sample Contract |
| Attachment Six | Offeror Certification Form |
| Attachment Seven | Offeror Profile Summary |
| Attachment Eight | Personnel Profile Summary |
| Attachment Nine | Cost Summary |

Supplements:

- | | |
|------------------|---|
| Supplement One | W-9 Form |
| Supplement Two | Aspect Spectrum Outbound Ensemble Pro 6.0.1 diagram |
| Supplement Three | OSS CCT Technical Architecture diagram |
| Supplement Four | ODJFS ACD IVR Topology diagram |

PART THREE: GENERAL INSTRUCTIONS

The following sections provide details on how to get more information about this RFP and how to respond to it. All responses must be complete and in the prescribed format.

Contacts. The following person will represent the State during the RFP process:

Procurement Representative:

Maria Roberts
IT Procurement Analyst
Department of Administrative Services
I.T. Procurement Services
4200 Surface Road
Columbus, Ohio 43228

During the performance of the Work, a State representative (the "Work Representative") will represent the Ohio Department of Job and Family Services and be the primary contact for the Work. The State will designate the Work Representative in writing after the Contract award.

Inquiries. Offerors may make inquiries regarding this RFP anytime during the inquiry period listed in the Calendar of Events. To make an inquiry, offerors must use the following process:

- Access the State Procurement Website at <http://procure.ohio.gov/>;
- From the Navigation Bar on the left, select "Find It Fast";
- Select "Doc/Bid/Schedule #" as the Type;
- Enter the RFP number found on the first page of this RFP (the RFP number begins with zero followed by the letter "A");
- Click the "Find It Fast" button;
- On the document information page, click the "Submit Inquiry" button;
- On the document inquiry page, complete the required "Personal Information" section by providing:
 - First and last name of the prospective offeror's representative who is responsible for the inquiry,
 - Name of the prospective offeror,
 - Representative's business phone number, and
 - Representative's email address;
- Type the inquiry in the space provided including:
 - A reference to the relevant part of this RFP,
 - The heading for the provision under question, and
 - The page number of the RFP where the provision can be found; and
- Click the "Submit" button.

An offeror submitting an inquiry will receive an immediate acknowledgement that the State has received the inquiry as well as an email acknowledging receipt. The offeror will not receive a personalized response to the question nor notification when the State has answered the question.

Offerors may view inquiries and responses on the State's Procurement Website by using the "Find It Fast" feature described above and by clicking the "View Q & A" button on the document information page.

The State usually responds to all inquiries within three business days of receipt, excluding weekends and State holidays. But the State will not respond to any inquiries received after 8:00 a.m. on the inquiry end date.

The State does not consider questions asked during the inquiry period through the inquiry process as exceptions to the terms and conditions of this RFP.

Amendments to the RFP. If the State revises this RFP before the Proposals are due, it will announce any amendments on the State Procurement Website.

Offerors may view amendments by using the “Find It Fast” function of the State’s Procurement Webpage (described in the Inquiries Section above) and then clicking on the amendment number to display the amendment.

When an amendment to this RFP is necessary, the State may extend the Proposal due date through an announcement on the State Procurement Website. The State may issue amendment announcements anytime before 5:00 p.m. on the day before Proposals are due, and it is each prospective offeror’s responsibility to check for announcements and other current information regarding this RFP.

After the Proposal due date, the State will distribute amendments only to those offerors whose Proposals are under active consideration. When the State amends the RFP after the due date for Proposals, the State will permit offerors to withdraw their Proposals within five business days after the amendment is issued. This withdrawal option will allow any offeror to remove its Proposal from active consideration should the offeror feel that the amendment changes the nature of the transaction so much that the offeror’s Proposal is no longer in its interest. Alternatively, the State may allow offerors that have Proposals under active consideration to modify their Proposals in response to the amendment.

If the State allows offerors to modify their Proposals in response to an amendment, the State may limit the nature and scope of the modifications. Unless otherwise provided in the State’s notice, offerors must make any modifications or withdrawals in writing and submit them to the State within five business days after the amendment is issued at the address and in the same manner required for the submission of the original Proposals. If this RFP provides for a negotiation phase, this submission procedure will not apply to changes negotiated during that phase. The State may reject any modification that is broader in scope than the State has authorized in the announcement of the amendment and treat it as a withdrawal of the offeror’s Proposal.

Proposal Submittal. Each offeror must submit a technical section and a cost section as part of its total Proposal before the opening time on the Proposal due date. The offeror must submit the technical section as a separate package from the cost section of its Proposal, and each section must be submitted in its own separate, opaque package. The package with the technical section of the Proposal must be sealed and contain one originally signed technical section and six copies of the technical section, and the package with the cost section also must be sealed and contain two complete copies of the cost section of the Proposal. Further, the offeror must mark the outside of each package with either “ODJFS Call Center Oversight Project” RFP – Technical Proposal” or “ODJFS Call Center Oversight Project” RFP – Cost Summary,” as appropriate.

Included in each sealed package, the offeror also must provide an electronic copy of everything contained within the package on CD-ROM in Microsoft Office, Microsoft Project, and Adobe Acrobat format, as appropriate. If there is a discrepancy between the hard copy and the electronic copy of the Proposal, the hard copy will control, and the State will base its evaluation of the offeror’s Proposal on the hard copy.

Proposals are due no later than 1:00 p.m. on the Proposal due date. Proposals submitted by email, fax, or other electronic means are not acceptable, and the State may reject them. Offerors must submit their Proposals to:

Department of Administrative Services
I.T. Procurement Services
Attn: Bid Room
4200 Surface Road
Columbus, Ohio 43228

The State may reject any Proposals or unsolicited modifications it receives after the deadline. An offeror that mails its Proposal must allow for adequate mailing time to ensure its timely receipt. Offerors also must allow for potential delays due to increased security. The Bid Room accepts packages between the hours of 7:30 A.M. to 5:00 P.M. Monday through Friday, excluding State Holidays. No deliveries will be accepted before or after these hours without prior arrangements. Offerors must allow sufficient time since the State may reject late Proposals regardless of the cause for the delay.

Each offeror must carefully review the requirements of this RFP and the contents of its Proposal. Once opened, Proposals cannot be altered or withdrawn, except as allowed by this RFP.

By submitting a Proposal, the offeror acknowledges it has read this RFP, understands it, and agrees to be bound by its requirements. The State is not responsible for the accuracy of any information regarding this RFP that was gathered through a source other than the inquiry process described in the RFP.

Revised Code Section 9.24 prohibits the State from awarding a contract to any entity against whom the Auditor of State has issued a finding for recovery (a "Finding"), if the Finding is unresolved at the time of the award. This also applies to renewals of contracts. By submitting a Proposal, the offeror warrants it is not subject to an unresolved Finding under Section 9.24 at the time of its submission. Additionally, the offeror warrants it will notify the Department of Administrative Services in writing immediately upon becoming subject to such an unresolved Finding after submitting its Proposal and before the award of a Contract under this RFP. Should the State select the offeror's Proposal for award of a Contract, this warranty of immediate written notice will apply during the term of the Contract, including any renewals or extensions. Further, the State may treat any unresolved Finding against the Contractor that prevents a renewal of the Contract as a breach, in accordance with the provisions of Attachment Four, General Terms and Conditions.

The State may reject any Proposal if the offeror takes exception to the terms and conditions of this RFP, includes unacceptable assumptions or conditions in its Proposal, fails to comply with the procedure for participating in the RFP process, or fails to meet any requirement of this RFP. The State also may reject any Proposal it believes is not in its interest to accept and may decide not to award a contract to any or all of the offerors responding to this RFP.

Offerors may not prepare or modify their Proposals on State premises.

All Proposals and other material offerors submit will become the property of the State and may be returned only at the State's option. Offerors should not include any confidential information in a Proposal or other material submitted as part of the evaluation process. All Proposals will be open to the public after the State has awarded the Contract.

The State will retain all Proposals, or a copy of them, as part of the Contract file for at least three years. After the three-year retention period, the State may return, destroy, or otherwise dispose of the Proposals and any copies of them.

Waiver of Defects. The State may waive any defects in any Proposal or in the submission process followed by an offeror, but the State will only do so if it believes it is in the State's interest and will not cause any material unfairness to other offerors.

Multiple or Alternate Proposals. The State will not accept multiple Proposals from a single offeror or any alternative solutions or options to the requirements of this RFP. Additionally, any offeror that disregards a requirement in this RFP simply by proposing an alternative to it will have submitted a defective Proposal the State may reject. Further, any offeror that submits multiple Proposals may have all its Proposals rejected.

Changes to Proposals. The State will allow modifications or withdrawals of Proposals only if the State receives them before the Proposal due date. No modifications or withdrawals will be permitted after the due date, except as authorized by this RFP.

Proposal Instructions. Each Proposal must be organized in an indexed binder ordered in the same manner as the response items are ordered in the applicable attachments to this RFP. The requirements for a Proposal's contents and formatting are contained in the attachments to this RFP. The State wants clear and concise Proposals, but offerors must answer questions completely and meet all the RFP's requirements.

The State is not liable for any costs an offeror incurs in responding to this RFP or from participating in the evaluation process, regardless of whether the State awards the Contract through this process, decides not to go forward with the Work, cancels this RFP for any reason, or contracts for the Work through some other process or through another RFP.

Location of Data. Unless the State agrees otherwise in writing, the selected offeror and its subcontractors must do the Work and keep all State data at the location(s) disclosed in the offeror's Proposal. Additionally, if Attachment Two contains any restrictions on where the Work may be done or where any State data may be kept, the State may reject any Proposal that proposes to do any Work or make State data available outside of those geographic restrictions.

PART FOUR: EVALUATION OF PROPOSALS

Disclosure of Proposal Contents. The State will seek to open the Proposals in a manner that avoids disclosing their contents. Additionally, the State will seek to keep the contents of all Proposals confidential until the Contract is awarded. But the State will prepare a registry of Proposals that contains the name of each offeror. The public may inspect that registry after the State opens the Proposals.

Rejection of Proposals. The State may reject any Proposal that is not in the required format, does not address all the requirements of this RFP, objects to the terms or conditions of this RFP, or that the State determines is excessive in price or otherwise not in the State's interest to accept. In addition, the State may cancel this RFP, reject all the Proposals, and seek to do the Work through a new RFP or other means.

Evaluation of Proposals Generally. The evaluation process may consist of up to six distinct phases:

1. Initial review;
2. Technical evaluation;
3. Evaluation of costs;
4. Requests for more information;
5. Determination of responsibility; and
6. Contract Negotiations.

The State may decide whether phases four and six are necessary, and the State may rearrange the order in which it proceeds with the phases. The State also may add or remove sub-phases to any phase at any time, if the State believes doing so will improve the evaluation process.

Clarifications and Corrections. During the evaluation process, in the State's sole discretion, it may request clarifications from any offeror under active consideration and may give any offeror the opportunity to correct defects in its Proposal, if the State believes doing so would not result in an unfair advantage for the offeror, and it is in the State's interest. The State may reject any clarification that is non-responsive or broader in scope than what the State requested. If the State does so, or if the offeror fails to respond to the request for clarification, the State then may request a corrected clarification, consider the offeror's Proposal without the clarification, or disqualify the offeror's Proposal.

Corrections and clarifications must be completed off State premises.

Initial Review. The State will review all Proposals for their format and completeness. The State normally rejects incomplete or incorrectly formatted Proposals, though it may waive any defects or allow an offeror to submit a correction, if the State believes doing so would not result in an unfair advantage for the offeror and it is in the State's interest. Further, if the Auditor of State does not certify a Proposal due to lateness, the State will not open it. After the initial review, the State will forward all timely, complete, and properly formatted Proposals to an evaluation team, which the Procurement Representative will lead.

Technical Evaluation. The State will evaluate each Proposal that it has determined is timely, complete, and properly formatted. The evaluation will be scored according to the requirements identified in this RFP, including the requirements in Attachment One. Other attachments to this RFP may further refine these requirements, and the State has a right to break these requirements into components and weight any components of a requirement according to their perceived importance.

The State also may have the Proposals or portions of them reviewed and evaluated by independent third parties or various State personnel with experience that relates to the Work or to a criterion in the evaluation process. Additionally, the State may seek reviews from end users of the Work or the advice or evaluations of various State personnel with subject matter expertise or an interest in the Work. The State may adopt or reject any recommendations it receives from such reviews and evaluations or give them such weight as the State believes is appropriate.

During the technical evaluation, the State will calculate a point total for each Proposal it evaluates. At the sole discretion of the State, it may reject any Proposal receiving a significant number of zeros for sections in the technical portions of the evaluation. The State may select those offerors submitting the highest rated Proposals for the next phase. The number of Proposals that advance to the next phase will be within the State's discretion, but regardless of the number of Proposals selected, they always will be the highest rated Proposals from this phase.

At any time during this phase, in the State's sole discretion, it may ask an offeror to correct, revise, or clarify any portions of its Proposal.

The State will document all major decisions and make these a part of the Contract file, along with the evaluation results for each Proposal considered.

Requirements. Attachment One provides requirements the State will use to evaluate the Proposals, including any mandatory requirements. If the offeror's Proposal meets all the mandatory requirements, the offeror's Proposal may be included in the next phase of the evaluation, which will consider other requirements described in a table in Attachment One.

In the case of any requirements for a team of people the offeror is proposing, the offeror must submit a team to do the Work that collectively meets all the team requirements. But the experience of multiple candidates may not be combined to meet a single requirement. Further, previous experience of the candidate submitted for a Work Manager position may not be used to meet any other team member requirements. Each candidate proposed for the Work team must meet at least one of the requirements.

This RFP asks for responses and submissions from offerors, most of which represent components of the requirements in Attachment One. While each requirement represents only a part of the total basis for a decision to award the Contract to an offeror, a failure by an offeror to make a required submission or meet a mandatory requirement normally will result in a rejection of that offeror's Proposal. The value assigned above to each requirement is only a value used to determine which Proposal is the most advantageous to the State in relation to the other Proposals that the State received. It is not a basis for determining the importance of meeting that requirement.

If the State does not receive any Proposal that meets all the mandatory requirements, the State may cancel this RFP. Alternatively, if the State believes it is in its interest, the State may continue to consider the highest-ranking Proposals despite their failure to meet all the mandatory requirements. In doing this, the State may consider one or more of the highest-ranking Proposals. But the State may not consider any lower-ranking Proposals unless all Proposals ranked above it are also considered, except as provided below.

In any case where no Proposal meets all the mandatory requirements, it may be that an upper ranking Proposal contains a failure to meet a mandatory requirement the State believes is critical to the success of the RFP's objectives. When this is so, the State may reject that Proposal and consider lower ranking Proposals. Before doing so, the State may notify the offeror of the situation and allow the offeror an opportunity to cure its failure to meet that mandatory requirement.

If the offeror cures its failure to meet a mandatory requirement the State has deemed critical to the success of the RFP's objectives, the State may continue to consider the offeror's Proposal. But if the offeror is unwilling or unable to cure the failure, its Proposal may be rejected. The State then may continue to consider the other remaining Proposals, including, if the State so chooses, Proposals that ranked lower than the rejected Proposal.

Cost Evaluation. Once the technical merits of the Proposals are considered, the State may consider the costs of one or more of the highest-ranking Proposals. But it is within the State's discretion to wait until after any interviews, presentations, and demonstrations to evaluate costs. Also, before evaluating the technical merits of the Proposals, the State may do an initial review of costs to determine if any Proposals should be rejected because of excessive cost. And the State may reconsider the excessiveness of any Proposal's cost at any time in the evaluation process.

The State may select one or more of the Proposals for further consideration in the next phase of the evaluation process based on the price performance formula contained in Attachment One. The Proposal(s) selected for consideration in the next phase always will be the highest-ranking Proposal(s) based on this analysis. That is, the State may not move a lower-ranking Proposal to the next phase unless all Proposals that rank above it also are moved to the next phase, excluding any Proposals the State disqualifies because of excessive cost or other irregularities.

If the State finds it should give one or more of the highest-ranking Proposals further consideration, the State may move the selected Proposals to the next phase. The State alternatively may choose to bypass any or all subsequent phases and make an award based solely on its scoring of the preceding phases, subject only to its review of the highest-ranking offeror's responsibility, as described below.

Requests for More Information. The State may require some offerors to interview, make a presentation about their Proposals, or demonstrate their products or services. If the presentations, demonstrations, or interviews are held as part of the technical evaluation phase, all offerors that have Proposals under evaluation may participate. Alternatively, if the presentations, demonstrations, or interviews are held after the technical evaluation, the State normally will limit them to one or more of the highest ranking offerors. The State normally will limit such presentations, demonstrations, and interviews to areas in which it seeks further information from the highest ranking offeror or offerors. Typically, these discussions provide an offeror with an opportunity to do one or more of the following:

- Clarify its Proposal and ensure a mutual understanding of the Proposal's content;
- Showcase its approach to the Work; and
- Demonstrate the professionalism, qualifications, skills, and work knowledge of its proposed candidates.

The State will schedule the presentations, demonstrations, and interviews at its convenience and discretion. The State will determine the scope and format of any such presentations, demonstrations, and interviews and may record them. Additionally, if the State moves more than one offeror to this phase, the scope and format of these presentations, demonstrations, and interviews may vary from one offeror to the next, depending on the particular issues or concerns the State may have with each offeror's Proposal.

The State normally will not rank interviews, demonstrations, and presentations. Rather, if the State conducts the interviews, demonstrations, or presentations as part of the technical evaluation, the State may use the information it gathers during this process in evaluating the technical merits of the Proposals. If the State holds the demonstrations, presentations, or interviews only for one or more of the top-ranking offerors after the evaluation phase, the State may decide to revise its existing Proposal evaluations based on the results of this process.

Determination of Responsibility. The State may review the background of one or more of the highest-ranking offerors and its or their key team members and subcontractors to ensure their responsibility. For purposes of this RFP, a key team member is a person an offeror identifies by name in its Proposal as a member of its proposed team. The State will not award the Contract to an offeror it determines is not responsible or that has proposed candidates or subcontractors to do the Work that are not responsible. The State's determination of an offeror's responsibility may include the following factors: experience of the offeror and its key team members and subcontractors, its and their past conduct on previous contracts, past performance on previous contracts, ability to execute this Contract properly, and management skill. The State may make this determination of responsibility based on the offeror's Proposal, reference evaluations, a review of the offeror's financial ability, and any other information the State requests or determines is relevant.

Some of the factors used in determining an offeror's responsibility, such as reference checks, may also be used in the technical evaluation of Proposals in phase two of the evaluation process. In evaluating those factors in phase two, the weight the State assigns to them, if any, for purposes of the technical evaluation will not preclude the State from rejecting a Proposal based on a determination that an offeror is not responsible. For example, if the offeror's financial ability is adequate, the value, if any, assigned to

the offeror's relative financial ability in relation to other offerors in the technical evaluation phase may or may not be significant, depending on the nature of the Work. If the State believes the offeror's financial ability is inadequate, the State may reject the offeror's Proposal despite its other merits.

The State may make a responsibility determination at any time during the evaluation process, but it typically will do so only once it has evaluated the technical merits and costs of the Proposals. The State always will review the responsibility of an offeror selected for an award before making the award, if it has not already done so earlier in the evaluation process. If the State determines the offeror selected for award is not responsible, the State then may go down the line of remaining offerors, according to rank, and determine responsibility with the next highest-ranking offeror.

Reference Checks. As part of the State's determination of an offeror's responsibility, the State may conduct reference checks to verify and validate the offeror's and its proposed candidates' and subcontractors' past performance. Reference checks that indicate poor or failed performance by the offeror or a proposed candidate or subcontractor may be cause for rejection of the offeror's Proposal. Additionally, the State may reject an offeror's Proposal as non-responsive if the offeror fails to provide requested reference contact information.

The State may consider the quality of an offeror's and its candidates' and subcontractors' references as part of the technical evaluation phase, as well as in the State's determination of the offeror's responsibility. The State also may consider the information it receives from the references in weighing any requirement contained in the technical evaluation phase, if that information is relevant to the requirement. In checking an offeror's or any of its proposed candidates' or subcontractors' references, the State will seek information that relates to the offeror's previous contract performance. This may include performance with other governmental entities, as well as any other information the State deems important for the successful operation and management of the Work and a positive working relationship between the State and the offeror. In doing this, the State may check references other than those provided in the offeror's Proposal. The State also may use information from other sources, such as third-party reporting agencies.

Financial Ability. Part of State's determination of an offeror's responsibility may include the offeror's financial ability to perform the Contract. This RFP may expressly require the submission of audited financial statements from all offerors in their Proposals, but if this RFP does not make this an express requirement, the State still may insist an offeror submit audited financial statements for up to the past three years, if the State is concerned an offeror may not have the financial ability to carry out the Contract. Also, the State may consider financial information other than the information that this RFP requires as part of the offeror's Proposal, such as credit reports from third-party reporting agencies.

Contract Negotiations. The final phase of the evaluation process may be contract negotiations. It is entirely within the discretion of the State whether to permit negotiations. An offeror must not submit a Proposal assuming that there will be an opportunity to negotiate any aspect of the Proposal, and any Proposal that is contingent on the State negotiating with the offeror may be rejected. The State is free to limit negotiations to particular aspects of any Proposal or the RFP, to limit the offerors with whom the State negotiates, and to dispense with negotiations entirely. If negotiations are held, they will be scheduled at the convenience of the State, and the selected offeror or offerors must negotiate in good faith.

The State may limit negotiations to specific aspects of the RFP or the offeror's Proposal. Should the evaluation result in a top-ranked Proposal, the State may limit negotiations to only that offeror and not hold negotiations with any lower-ranking offeror. If negotiations are unsuccessful with the top-ranked offeror, the State then may go down the line of remaining offerors, according to rank, and negotiate with the next highest-ranking offeror. Lower-ranking offerors do not have a right to participate in negotiations conducted in such a manner.

If the State decides to negotiate simultaneously with more than one offeror, or decides that negotiations with the top-ranked offeror are not satisfactory and therefore negotiates with one or more of the lower-ranking offerors, the State then will determine if an adjustment in the ranking of the offerors with which it

held negotiations is appropriate based on the negotiations. The Contract award, if any, then will be based on the final ranking of offerors, as adjusted.

Auction techniques that reveal one offeror's price to another or disclose any other material information derived from competing Proposals are prohibited. Any oral modification of a Proposal will be reduced to writing by the offeror as described below.

Following negotiations, the State may set a date and time for the offeror(s) with which the State conducted negotiations to submit a best and final Proposal. If negotiations were limited and all changes were reduced to signed writings during negotiations, the State need not require a best and final Proposal.

If best and final Proposals are required, they may be submitted only once, unless the State determines that it is in the State's interest to conduct additional negotiations. In such cases, the State may require another submission of best and final Proposals. Otherwise, discussion of or changes in the best and final Proposals will not be allowed. If an offeror does not submit a best and final Proposal, the State will treat that offeror's previous Proposal as its best and final Proposal.

The State usually will not rank negotiations and normally will hold them only to correct deficiencies in or enhance the value of the highest-ranked offeror's Proposal.

From the opening of the Proposals to the award of the Contract, everyone evaluating Proposals on behalf of the State will seek to limit access to information contained in the Proposals solely to those people with a need to know the information. The State also will seek to keep this information away from other offerors, and the State may not tell one offeror about the contents of another offeror's Proposal in order to gain a negotiating advantage.

Before the award of the Contract or cancellation of the RFP, any offeror that seeks to gain access to the contents of another offeror's Proposal may be disqualified from further consideration.

Negotiated changes will be reduced to writing and become a part of the Contract file, which will be available for public inspection after award of the Contract or cancellation of the RFP, provided the State does not plan to reissue the RFP. If the State plans to reissue the RFP, the Contract file will not be available until the subsequent RFP process is completed. Unless the State agrees otherwise in writing, the offeror must draft and sign the written changes and submit them to the State within five business days. If the State accepts the changes, the State will give the offeror written notice of the State's acceptance, and the negotiated changes to the successful offer will become a part of the Contract.

Failure to Negotiate. If an offeror fails to provide the necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the State may terminate negotiations with that offeror, remove the offeror's Proposal from further consideration, and seek such other remedies as may be available in law or in equity.

PART FIVE: AWARD OF THE CONTRACT

Contract Award. The State plans to award the Contract based on the schedule in the RFP, if the State decides the Work is in its best interest and has not changed the award date.

Under Ohio's anti-terrorism legislation, effective April 14, 2006, the selected offeror must complete a Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization to certify that the offeror has not provided material assistance to any terrorist organization listed on the Terrorist Exclusion List. The form and the Terrorist Exclusion List are available on the Ohio Homeland Security Website. The form must be submitted with the offeror's Proposal. If an offeror answers yes or fails to answer any question on the form, the State may not award the Contract to that offeror. The offeror may request the Department of Public Safety to review such a denial of an award. More information concerning this law is available at: <http://www.homelandsecurity.ohio.gov>.

Included with this RFP, as Attachment Five, is a sample of the Contract for the RFP. The State will issue two originals of the Contract to the Contractor proposed for award. The offeror must sign and return the two originals to the Procurement Representative. The Contract will bind the State only when the State's duly authorized representative signs all copies and returns one to the Contractor with an award letter, the State issues a purchase order, and all other prerequisites identified in the Contract have occurred.

The Contractor must begin work within 15 business days after the State issues a purchase order under the Contract. If the State awards a Contract pursuant to this RFP, and the Contractor is unable or unwilling to begin the Work within the time specified above, the State may cancel the Contract, effective immediately on notice to the Contractor. The State then may return to the evaluation process under this RFP and resume the process without giving further consideration to the originally selected Proposal. Additionally, the State may seek such other remedies as may be available to the State in law or in equity for the selected offeror's failure to perform under the Contract.

Contract. If this RFP results in a Contract award, the Contract will consist of this RFP, including all attachments, written amendments to this RFP, the Contractor's accepted Proposal, and written, authorized amendments to the Contractor's Proposal. It also will include any materials incorporated by reference in the above documents and any purchase orders and change orders issued under the Contract. The form of the Contract is included as a one-page attachment to this RFP, but it incorporates all the documents identified above. The general terms and conditions for the Contract are contained in Attachment Four to this RFP. If there are conflicting provisions between the documents that make up the Contract, the order of precedence for the documents is as follows:

1. The one-page Contract (Attachment Five) in its final form;
2. This RFP, as amended;
3. The documents and materials incorporated by reference in the RFP;
4. The Contractor's Proposal, as amended, clarified, and accepted by the State; and
5. The documents and materials incorporated by reference in the Contractor's Proposal.

Notwithstanding the order listed above, change orders and amendments issued after the Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most recent of them will take precedence over anything else that is part of the Contract. To be binding on the State, a duly authorized representative of the Department of Administrative Services must sign any change order under or amendment to the Contract.

ATTACHMENT ONE: EVALUATION CRITERIA

Scored Criteria. In the technical evaluation phase, the State will rate the technical merits of the Proposals based on the following requirements and the weight assigned to each requirement:

Criteria	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
Offeror Requirements					
<p>1. Minimum of 36 months experience in planning, implementing, maintaining and managing:</p> <ul style="list-style-type: none"> • An integrated, distributed Call Center; and • Outward facing Web Server; and • Converged Networking/VoIP/Collaborative Contact Center <p>One of the projects must be of similar size and complexity as described in the "Background" section.</p>	12	0	5	7	9
<p>2. Minimum of 36 months experience with Call Center Systems Integration on an enterprise level.</p> <p>The offeror must describe experience similar to the examples provided here. The offeror must detail experience for as many of the examples as they meet. The offeror is not limited to this experience and is encouraged to provide additional experience if applicable.</p> <ul style="list-style-type: none"> • Hardware designs • Software designs (Licensing, call flows, host, desktop, server, integration) • Voice Circuit Design (to include VoIP) • Network design (Data, Voice, Video) <ul style="list-style-type: none"> ○ Bandwidth requirements and analysis ○ Failover ○ Fault tolerance ○ Capacity Planning ○ Load balancing ○ High availability • CTI Design • Desktop PC design • Reporting requirements • Display/Real time • Data Definitions and Test • Component Orders • Enterprise topology design documentation • Integrated Customer Relationship Management tools (e.g. Kana, E-Gain) • Next generation single converged QOS multi service network, integrated collaborative contact center technologies of similar complexity and size as described in 	12	0	5	7	9

Criteria	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds	
Offeror Requirements						
	the "Background" section.					
3.	Minimum of 36 months experience in planning support, monitoring, customer interface, verification and validation activities and oversight activities similar to the size and complexity of this project as described in the "Background" section, to include providing support to multiple customers in a shared service environment.	12	0	5	7	9
4.	Work Plan	20	0	5	7	9
5.	Resource Allocation Plan	20	0	5	7	9
6.	Candidate Credentials	20	0	5	7	9
7.	Contingency Plan	20	0	5	7	9

The offeror must propose five (5) individually named people who meet the requirements for the Project Lead, Business Analyst, Systems Analyst, Cisco Internetwork Expert and Technical Lead. Each offeror must propose three additional candidates to meet the team requirements. No more than a total of eight (8) candidates may be proposed. The candidates proposed that meet the five defined positions may also be proposed to meet a Team Requirement.

Criteria	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds	
First Position – Project Lead Requirements						
1.	Minimum of 24 months prior experience in leading state of the art integrated Call Center projects/engagements of similar topology and complexity as described in the "Background" section.	5	0	5	7	9
2.	Minimum of 24 months experience in Project Control including the creation and maintenance of project scope and change control documentation and processes.	5	0	5	7	9
3.	Minimum of 24 months experience in providing independent monitoring of telecommunication contracts including quality control and the completion of deliverable items.	5	0	5	7	9
4.	Minimum of 24 months experience in managing multiple work teams.	5	0	5	7	9
5.	Minimum of 24 months experience using project management tools in defining tasks and estimating time lines (e.g. Project Workbench, Microsoft Project).	3	0	5	7	9

	Criteria	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
Second Position – Business Analyst Requirements						
1.	Minimum 24 months experience in Converged Networking/VoIP/Collaborative Contact Center infrastructure environment as a business analyst in defining and documenting business requirements of similar size and complexity as described in the “Background” section.	5	0	5	7	9
2.	Minimum 24 months experience in development of requirements documentation to support requirement gathering, design and validation for planning and development of goals.	5	0	5	7	9
3.	Minimum 24 months experience in creation of use case descriptions of business cases to identify development goals and identification of baseline functionality.	5	0	5	7	9
4.	Minimum 24 months experience in working with program areas to identify and develop benchmarks, test scripts for various protocols.	5	0	5	7	9
5.	Minimum 24 months experience in assisting in the testing and validating the Converged Networking/VoIP/Collaborative Contact Center infrastructure including unit testing, system tests, network testing, and user acceptance testing.	5	0	5	7	9
6.	Minimum 24 months experience in assisting in the development and implementation of conversion planning.	5	0	5	7	9

	Criteria	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
Third Position – Systems Analyst Requirements						
1.	Minimum 24 months experience in large scale Converged Networking/VoIP/Collaborative Contact Center infrastructure as a systems analyst in taking business requirements and applying them into a technical solution.	5	0	5	7	9
2.	Minimum of 24 months in development of technical requirements documentation to support requirements gathering, design and validation for planning and development of goals.	5	0	5	7	9
3.	Minimum 24 months experience with use case descriptions of business cases to identify technical development goals and identification of baseline functionality.	5	0	5	7	9
4.	Minimum 24 months experience in developing use test scripts for program areas.	5	0	5	7	9

	Criteria	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
Third Position – Systems Analyst Requirements						
5.	Minimum 24 months experience in testing and validation of the Converged Networking/VoIP/ Collaborative Contact Center infrastructure including unit testing, systems tests, network testing, and user acceptance testing.	5	0	5	7	9
6.	Minimum 24 months experience in the technical development and implementation of conversion planning.	5	0	5	7	9

	Criteria	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
Fourth Position – Cisco Internetwork Expert Requirements						
1.	Minimum 36 months designing a single converged QoS multi-service network of similar size and complexity as described in the “Background” section, including failover, high availability, redundancy, and fault tolerance.	5	0	5	7	9
2.	Minimum 36 months designing and implementing a CISCO IPT VoIP telephony enterprise solution of similar size and complexity as described in the “Background” section, including failover, high availability, redundancy and fault tolerance.	5	0	5	7	9
3.	Minimum 36 months experience designing and implementing an E.164 dial plan for an enterprise solution of similar size and complexity as described in the “Background” section.	5	0	5	7	9
4.	Minimum 36 months experience integrating VoIP technologies with traditional TDM telephony and call center solutions.	5	0	5	7	9

	Criteria	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
Fifth Position – Lead Technical Analyst Requirements						
1.	Minimum 36 months experience in conducting technical review of Converged Networking/VoIP /Collaborative Contact Center infrastructure, support systems and evaluation the of technical solutions and proposed options.	5	0	5	7	9
2.	Minimum 36 months experience in monitoring of Call Center environments and identification of improvement opportunities.	5	0	5	7	9
3.	Minimum 36 months experience in developing and implementing test plans for the Call Center environment.	5	0	5	7	9

	Criteria	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
Fifth Position – Lead Technical Analyst Requirements						
4.	Minimum of 36 months development experience in the full software development lifecycle.	5	0	5	7	9
5.	Minimum of 36 months Microsoft client/server environments including SQL Server, clustering and virtualization.	3	0	5	7	9

	Criteria	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
Team Requirements						
<p>Each offeror must propose three additional individuals to meet the requirements below. Each one of the three additional individuals proposed must meet at least one of the requirements listed. Experience of the Project Lead, Business Analyst, Systems Analyst, Cisco Internetwork Expert or Tech Lead may also be proposed to meet any of the requirements below. The criteria below must be collectively met by the Work team proposed. One person must meet a requirement in full experience may not be split among candidates.</p>						
1.	Minimum 36 months experience in technical review and evaluation of web development proposals, content and technical solutions.	5	0	5	7	9
2.	Minimum 36 months experience in conducting technical review and evaluation of IVR environment support systems and identification and/or evaluation of proposed technical solutions of similar size and complexity as described in the "Background" section.	5	0	5	7	9
3.	Minimum 36 months experience in conducting technical review of Rockwell ACD environment support systems and identification and/or evaluation of proposed technical solutions of similar size and complexity as described in the "Background" section.	5	0	5	7	9
4.	Minimum 36 months experience in PBX Design and administration. The current ODJFS standard is Nortel.	5	0	5	7	9
5.	Minimum 36 months experience in design and administration of Leased Voice Circuit (T1, DS3, OC3, OptiMan WAN Ethernet/Broadband services, CSU/DSU, etc.).	5	0	5	7	9
6.	Minimum 36 months experience in related Software, Hardware and Operating Systems designs (Licensing, call flows, host, desktop, server, integration).	5	0	5	7	9

Criteria	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
Team Requirements					
7. Minimum 36 months experience in Network design (Data, Voice, Video), for a Single Quality of Service Multi Service Network (e.g. the integration of Data, Voice and Video) including <ul style="list-style-type: none"> • Bandwidth requirements and analysis • Failover • Fault tolerance • Capacity Planning • Load balancing • High availability 	5	0	5	7	9
8. Minimum 36 months experience in developing Enterprise Topology Design Documentation.	5	0	5	7	9
9. Minimum 36 months experience in developing and supporting state of the art Integrated Collaborative Call Center Technology Applications.	5	0	5	7	9

Price Performance Formula. The evaluation team will rate the Proposals that meet the Mandatory Requirements based on the following criteria and respective weights.

Criteria	Percentage
Technical Proposal	70%
Cost Summary	30%

To ensure the scoring ratio is maintained, the State will use the following formulas to adjust the points awarded to each offeror.

The offeror with the highest point total for the Technical Proposal will receive 700 points. The remaining offerors will receive a percentage of the maximum points available based upon the following formula:

$$\text{Technical Proposal Points} = (\text{Offeror's Technical Proposal Points} / \text{Highest Number of Technical Proposal Points Obtained}) \times 700$$

The offeror with the lowest proposed Not-To-Exceed Fixed Price will receive 300 points. The remaining offerors will receive a percentage of the maximum cost points available based upon the following formula:

$$\text{Cost Summary Points} = (\text{Lowest Not-To-Exceed Fixed Price} / \text{Offeror's Not-To-Exceed Fixed Price}) \times 300$$

Total Points Score: The total points score is calculated using the following formula:
Total Points = Technical Proposal Points + Cost Summary Points

ATTACHMENT TWO: WORK REQUIREMENTS AND SPECIAL PROVISIONS

PART ONE: WORK REQUIREMENTS

This attachment describes the Work and what the Contractor must do to get the job done. It also describes what the Contractor must deliver as part of the completed Work (the "Deliverables"). Additionally, it gives a detailed description of the Work's schedule.

Scope of Work. The State will provide oversight for the Work, but the Contractor must provide overall Work management for the tasks under this Contract, including the day-to-day management of its staff. Additionally, the Contractor must provide all administrative support for its staff and activities. Throughout the Work effort, the Contractor must employ ongoing project management techniques to ensure a comprehensive Work Plan is developed, executed, monitored, reported on, and maintained.

The Contractor must provide a Project Lead for the Work. The Contractor must employ the proposed Project Lead as a regular, fulltime employee on the Proposal submission date and throughout the term of the Contract. Additionally, the Contractor's full-time regular employees must perform at least 30% of the effort required to complete the Work. The Contractor may use its personnel or subcontractor personnel to meet the remaining 70% of the effort.

Contractor Responsibilities and Deliverables. The Contractor must meet all RFP requirements for the Work and complete all Work satisfactorily.

The work described below may be performed multiple times throughout the term of the Contract. ODJFS will identify work for the Contractor to complete on an as need basis.

The Contractor must conduct all work with an Integrated Enterprise approach and a focus toward capacity planning from a future growth perspective. This theme is to follow through all scope of work requirements.

Requirements and Design. Business requirements gathering sessions will be utilized to define the functionality for the current production Converged Networking/VoIP/Collaborative Contact Center infrastructure and for the next-generation VoIP and collaborative contact center technologies and web components to be developed.

- Facilitate Converged Networking/VoIP/Collaborative Contact Center infrastructure Joint Application Design (JAD) sessions with various ODJFS organizations.
- Produce functional and technical requirements documents that result from the JAD sessions.
- Collaborate with ODJFS and other third party vendors on a system design document that will meet the functional and technical requirements.

Technical Review and Analysis.

- Participate in design sessions to determine the technical requirements for the current production and for next-generation VoIP and collaborative contact center technologies and web components to be developed.
- Consult with the OIS Project Manager and Technical Team to communicate recommendations regarding the configuration and quality of the implementation and deployment of the recommended current production Converged Networking/VoIP/Collaborative Contact Center infrastructure and for next-generation VoIP and collaborative contact center technologies and web components to be developed.

Testing and Verification and Validation (V&V).

- Provide verification and validation services for all enhancements, products and services.
- Develop test scripts for User Acceptance Testing (UAT) for new functionality and/or technology.
- Supplement the ODJFS project team to perform the UAT activities.

- Report UAT results to ODJFS project management.

Project Administration. Under direction from ODJFS staff, assist the ODJFS Project Manager as listed below:

- Use ODJFS project management tools and techniques
- Project Status Reporting – creation and maintenance of project status reporting documentation.
- Project Control – creation and maintenance of project scope and change control documentation and processes.
- Project Quality Assurance – creation and maintenance of quality plan and review of Implementation Project contractor work products and actions to assure quality of product delivered.
- Assist ODJFS Program and OIS staff in the preparation of purchase agreements for products and services.
- Provide independent monitoring of the completion of Implementation project deliverable items.

Knowledge Transfer

- Work with ODJFS management, development, and operational staff to ensure complete knowledge transfer for all upgrades, deployments, and implementation of new technology.

Work Team Coordination. Each component of this project is supported by work teams consisting of program area experts and OIS staff. Assisting in the development of roles and responsibilities for team members will be part of the coordination role. The coordination role consists of but is not limited to the following:

- Assist in the development of agendas for team meetings.
- Assist in the facilitation of team meetings.
- Produce documentation from team meetings, including, but not limited to: minutes and action item lists.

Business Analysis. Development and refinement of business needs to support requirements gathering, design and development goals.

- Develop requirements documentation.
- Validate business needs and proposed solutions.
- Create use case descriptions of business cases to identify development goals.
- Work with program areas to identify and develop test scripts.
- Work with program areas to identify and develop business and technical protocols.
- Assist in the testing and validation of the current production Converged Networking/VoIP/Collaborative Contact Center infrastructure and for next-generation VoIP, and collaborative contact center technologies and web components to be developed.
- Assist in the development and implementation of conversion planning.

Call Center Operations Expertise.

- Review call center operations, support systems.
- Evaluate technical solutions and options in the ODJFS converged network environment.
- Monitor current call center environment and propose improvement opportunities.
- Provide assistance to OIS staff in increasing efficiency of overall call center support.
- Provide expert advice to Call Center Managers on operations and operational, tactical and strategic planning.
- Develop and implement test plans for enhancements to the Call Center environment.

Web Development Expertise. Technical review of web development proposals and content; and evaluation of technical solutions proposed by an Implementation Contractor and options in the ODJFS network environment. The technical review includes but is not limited to:

- Monitor the current Implementation Project Contractor provided websites and propose improvement opportunities.
- Provide assistance to OIS staff in increasing efficiency of web site support.
- Provide expert advice to program areas on enhancements and operations, including operational, tactical and strategic planning.
- Develop and implement test plans for enhancements to web environments.

Current production Converged Networking/VoIP/Collaborative Contact Center infrastructure Development Expertise. Technical review of Converged Networking/VoIP/Collaborative Contact Center infrastructure support systems and evaluation of technical solutions and options in the ODJFS network environment.

- Monitor current Converged Networking/VoIP/Collaborative Contact Center infrastructure and propose improvement opportunities.
- Provide assistance to OIS staff in increasing efficiency of overall Converged Networking/VoIP/Collaborative Contact Center infrastructure support.
- Provide expert advice to Converged Networking/VoIP/Collaborative Contact Center infrastructure managers on operations and operational, tactical and strategic planning.
- Advise program and OIS managers on Converged Networking/VoIP/Collaborative Contact Center infrastructure development for new and additional applications.
- Develop and implement test plans for enhancements to the Converged Networking/VoIP/Collaborative Contact Center infrastructure environments.

The Contractor is not required to maintain the NICE Quality Monitoring system, it is supported through another contract, however, the Contractor is required to support the integration, e.g., transaction links, of the NICE system to the Aspect environment.

Status Report. The Contractor is required to submit a weekly status report detailing their personnel work and hours. The status report must contain, as prescribed by the State's project representative, detailed information regarding the work performed by each of the personnel, the hours worked, and any open issues that remain a priority for each of the personnel. Status reports must be submitted on a weekly basis, or as prescribed by the State's project representative, for review, approval and sign-off.

Meeting Attendance and Reporting Requirements. The Contractor's management approach to the Work must adhere to the following meeting and reporting requirements:

- Immediate Reporting - The Project Lead or a designee must immediately report any staffing changes for the Work to the Work Representative (see: Attachment Four: Part Two: Replacement Personnel).
- Attend Status Meetings - The Project Lead and other Work team members must attend status meetings with the Work Representative and other people deemed necessary to discuss Work issues. The Work Representative will schedule these meetings, which will follow an agreed upon agenda and allow the Contractor and the State to discuss any issues that concern them.
- Provide Status Reports - The Contractor must provide written status reports to the Work Representative at least one full business day before each status meeting.
- The Contractor's proposed format and level of detail for the status report is subject to the State's approval.
- Prepare Weekly Status Reports - During the Work, the Contractor must submit a written weekly status report to the Work Representative by the end of business on the Wednesday of each week. At a minimum, weekly status reports must contain the following:

- A description of the overall completion status of the Work in terms of the approved Work Plan (schedule and cost);
- Updated Work schedule;
- The plans for activities scheduled for the next week;
- The status of any Deliverables;
- Time ahead or behind schedule for applicable tasks;
- A risk analysis of actual and perceived problems; and
- Strategic changes to the Work Plan, if any.

Work Hours and Conditions. The Contractor is required to work with ODJFS Services Staff. ODJFS' normal working hours are 8:00 a.m. to 5:00 p.m. with a one-hour lunch period for a total of eight working hours per day. The Contractor may need to work under unusual working conditions that may include operation of a computer terminal for long periods of time, working in excess of eight hours per day which may be outside the normal business hours listed above, working on Saturdays, Sundays and State holidays, and being on call 24 hours per day, 365 days a year.

PART TWO: SPECIAL PROVISIONS

Submittal of Deliverables. The Contractor must perform its tasks in a timely and professional manner that produces Deliverables that fully meet the Contract's requirements. And the Contractor must provide the Deliverables no later than the due dates the Contract requires. At the time of delivery of a written Deliverable, the Contractor must submit an original and one copy of each Deliverable, plus an electronic copy. The Contractor must provide the electronic copy in a file format acceptable to the State.

By submitting a Deliverable, the Contractor represents that, to the best of its knowledge, it has performed the associated tasks in a manner that meets the Contract's requirements.

The Contractor's Fee Structure. The Contract award will be for a not-to-exceed fixed price, payable in accordance with the schedule below:

The contractor agrees that hours in excess of an eight-hour day or a forty-hour week will be paid at the hourly rate stated in the Contractor's response. Work performed on holidays recognized by the State will also be paid at the hourly rate stated in the Contractor's proposal.

Payment will not be made for time charged to vacation, sick leave or other paid leave of absence, holidays, training or staff development of Contractor's personnel or other non-work related activity.

The Contractor may submit an invoice monthly for the previous month's work according to the payment structure identified above. All invoiced items must match the description on the purchase order. The Contractor's federal tax identification number and purchase order must appear on all invoices.

Reimbursable Expenses. Travel may be requested during this Contract. After approval by the State, all travel expenses will be paid in accordance with the Office of Budget and Management's travel rules in Chapter 126:1-02 of the Ohio Administrative Code. In no event will reimbursable expenses exceed the maximum amount of \$10,000 per person, per fiscal year.

Bill to Address. The Contractor must submit invoices for completed services by the fifth of each month.

Ohio Department of Job and Family Services
Office of Fiscal Services
Bureau of Accounting
Accounts Payable Section
30 E. Broad Street, 38th Floor
Columbus, OH 43215

Location of Data. All data is owned by ODJFS and must remain on State property.

ATTACHMENT THREE: REQUIREMENTS FOR PROPOSALS

Proposal Format. Each Proposal must include sufficient data to allow the State to verify the total cost for the Work and all of the offeror's claims of meeting the RFP's requirements. Each Proposal must respond to every request for information in this attachment, whether the request requires a simple "yes" or "no" or requires a detailed explanation. Simply repeating the RFP's requirement and agreeing to comply may be an unacceptable response and may cause the Proposal to be rejected.

These instructions describe the required format for a responsive Proposal. The offeror may include any additional information it believes is relevant. An identifiable tab sheet must precede each section of a Proposal, and each Proposal must follow the format outlined below. All pages, except pre-printed technical inserts, must be sequentially numbered. Any material deviation from the format outlined below may result in a rejection of the non-conforming Proposal.

Each Proposal must contain the following:

- Vendor Information Form (OBM-5657)
- Subcontractor Letters
- Offeror Certification Form
- Offeror Profile Summary Forms
- Personnel Profile Summary Forms
- Time Commitment
- Assumptions
- Work Plan
- Resource Allocation Plan
- Candidate Credentials
- Contingency Plan
- Support Requirements
- Proof of Insurance
- Payment Address
- Legal Notice Address
- W-9 Form
- Declaration Regarding Terrorist Organizations
- Cost Summary (must be separately sealed)

Vendor Information Form. The offeror must submit a signed and completed Vendor Information Form (OBM-5657) for itself and for each subcontractor the offeror plans to use under the Contract. The form is available at <http://obm.ohio.gov/miscpages/forms/default.aspx>.

Subcontractor Letters. For each proposed subcontractor, the offeror must attach a letter from the subcontractor, signed by someone authorized to legally bind the subcontractor, with the following included in the letter:

1. The subcontractor's legal status, federal tax identification number, D-U-N-S number, and principal place of business address;
2. The name, phone number, fax number, email address, and mailing address of a person who is authorized to legally bind the subcontractor to contractual obligations;
3. A description of the work the subcontractor will do;
4. A commitment to do the work if the offeror is selected; and
5. A statement that the subcontractor has read and understood the RFP and will comply with the requirements of the RFP.

Offeror Certifications. The offeror must complete Attachment 6, Offeror Certification Form.

Offeror Profile Summary Forms. This RFP includes Offeror Profile Summary Forms as an attachment. The offeror must use this form and fill it out completely to provide the required information.

The Offeror Profile Summary Form contained in this document has been customized for the applicable offeror requirements. (Refer to Attachment Seven.) Each page of the form may contain minor variations. If an offeror elects to duplicate the form electronically, the offeror must carefully review each page of the form to ensure that it has been copied accurately. Failure to duplicate the form exactly may lead to the rejection of the offeror's Proposal.

Each offeror must meet all the mandatory requirements in the RFP. If an offeror does not meet all the mandatory requirements, the State may reject the offeror's Proposal as non-responsive.

The various sections of the Offeror Profile Summary Forms are described below:

Required Experience and Qualifications. The offeror must complete this section to demonstrate that it meets the requirements for experience. For each reference, the offeror must provide the following information:

- **Contact Information.** The offeror must provide a client contact name, title, phone number, email address, company name, and mailing address. The offeror also must include the same information for an alternate client contact, in case the State cannot reach the primary contact. Failure to provide this information or providing information that is inaccurate or out of date may result in the State not including the reference in the evaluation process or rejecting the offeror's Proposal. The contact information given must be for a person within the client's organization and not a co-worker or a contact within the offeror's organization, subsidiaries, partnerships, etc.
- **Work Name.** The offeror must provide the name or title for the work, such as a project name, from which it obtained the mandatory experience.
- **Dates of Experience.** The offeror must complete this area with a beginning month and year and an ending month and year to show the length of time the offeror performed the work, not just the length of time the offeror was engaged by the reference.
- **Description of the Related Service Provided.** The State will not assume that, since the experience requirement is provided at the top of the page, all descriptions on that page relate to that requirement. The offeror must reiterate the experience being described, including the capacity in which the work was performed and the role of the offeror on the Work. It is the offeror's responsibility to customize the description to clearly substantiate the qualification.
- **Description of how the related service shows the offeror's experience, capability, and capacity to develop the Deliverables and do the Work.**

The offeror must list each work experience separately and completely every time it is referenced, regardless of whether it is on the same or different pages of the form.

THE OFFEROR MAY NOT USE THE EXPERIENCE OR QUALIFICATIONS OF A SUBCONTRACTOR TO MEET ANY OF THE ABOVE QUALIFICATIONS OR EXPERIENCE. THESE MUST BE FULFILLED EXCLUSIVELY THROUGH THE QUALIFICATIONS AND EXPERIENCE OF THE OFFEROR.

Personnel Profile Summary Forms. Each Proposal must include a profile for each key member of the proposed work team. This RFP includes Personnel Profile Summary Forms as Attachment Eight, and the offeror must use these forms and fill them out completely for each reference.

The Personnel Profile Summary Forms contained in this RFP have been customized for the applicable candidate requirements. Each page of the forms may contain minor variations. If an offeror elects to duplicate the forms electronically, the offeror must carefully review each form to ensure that it has been copied accurately. Failure to duplicate the forms exactly may lead to the rejection of the offeror's Proposal.

The offeror must propose five (5) individually named people who meet the requirements for the Project Lead, Business Analyst, Systems Analyst, Cisco Internetwork Expert and Technical Lead. The remaining

requirements must be met by a Work team that collectively meets the team requirements in this RFP, as demonstrated through the Personnel Profile Summary Forms. The offeror must name all candidates proposed, no more than a total of eight (8), and each must meet the technical experience for the candidate's position or meet a team requirement.

The State will not consider a candidate's overlapping months of experience toward meeting the experience requirements in this RFP. Therefore, for each requirement for a key position, the Personnel Profile Summary Forms for the candidate must demonstrate that the candidate meets the requirement through a work experience that does not overlap in time with any other work experience used to meet the same requirement for the position.

The offeror must demonstrate that all candidate requirements have been met by using the Personnel Profile Summary Forms. The various sections of the forms are described below:

- a) Candidate References. If the offeror provides less than three work experiences, the offeror must explain why. The State may reject the Proposal if less than three work experiences are given for a candidate.
- b) Education and Training. The offeror must use this section to list the education and training of the proposed candidate and demonstrate, in detail, the proposed candidate's ability to properly perform under the Contract. The offeror must show how the candidate's education and training relates to the requirements of the RFP.
- c) Required Experience and Qualifications. The offeror must complete this section to show how its candidate meets the experience requirements. (Refer to Attachment Eight.)

For each reference, the offeror must provide the following information:

- Candidate's Name.
- Contact Information. The offeror must provide a client contact name, title, phone number, email address, company name, and mailing address. The offeror also must include the same information for an alternate client contact, in case the State cannot reach the primary contact. Failure to provide this information or providing information that is inaccurate or out of date may result in the State not including the reference in the evaluation process or rejecting the offeror's Proposal. The contact information given must be for a person within the client's organization and not a co-worker or a contact within the offeror's organization, subsidiaries, partnerships, etc.
- Dates of Experience. The offeror must complete this section with a beginning month and year and an ending month and year to show the length of time the candidate performed the technical experience being described, not just the length of time the candidate worked for the company.
- Description of the Related Service Provided. The State does not assume that, since the technical requirement is provided at the top of the page, all descriptions on that page relate to that requirement. Offerors must reiterate the technical experience being described, including the capacity in which the experience was performed and the role of the candidate in the work as it relates to the Work covered by this RFP. It is the Offeror's responsibility to customize the description to clearly substantiate the candidate's qualification.

The candidate's work experience must be listed separately and completely every time it is referenced, regardless of whether it is on the same or different pages of the form.

Time Commitment. The offeror must submit a statement and a chart that clearly indicate the time commitment of the proposed Project Lead and the offeror's proposed team members for the Work. The offeror also must include a statement indicating to what extent, if any, the Work Manager may work on other tasks or assignments unrelated to the Work during the term of the Contract. The State may reject any Proposal that commits the proposed Project Lead or any proposed personnel to other assignments

during the term of the Work, if the State believes that any such commitment may be detrimental to the offeror's performance.

Assumptions. The offeror must list all the assumptions the offeror made in preparing the Proposal. If any assumption is unacceptable to the State, the State may reject the Proposal. No assumptions may be included regarding negotiation, terms and conditions, or requirements.

Work Plan. The State encourages responses that demonstrate a thorough understanding of the nature of the Work and what the Contractor must do to get the contractor responsibilities and deliverables done properly. To this end, the offeror must submit a Work Plan that the offeror will use to create a consistent and coherent management plan for the Contractor Responsibilities and Deliverables. The Work Plan must include detail sufficient to give the State an understanding of how the offeror's knowledge and approach will:

- Manage the Work;
- Guide Work execution;
- Document planning assumptions and decisions;
- Facilitate communication among stakeholders; and
- Define key management review as to content, scope, and schedule.

Resource Allocation Plan. The resource allocation plan must show how the offeror intends to fulfill the position requirements of this contract. The offeror must describe in detail how it determines candidate qualifications, interviews candidates, and/or determines candidates for hire and the hiring process. The resource allocation plan must also show number of employees; number of employees engaged in tasks directly related to the Work; and any other background information that will help the State gauge the ability of the offeror to fulfill the obligations of the Contract.

Candidate Credentials. The offeror must show how the Contractor personnel are kept up to date with the emerging technologies of the industry. Training, required continuing education credits, certifications and experience are examples. Information provided for this requirement should not be confused with information provided for the Education and Training portion of the Personnel Profile Summary.

Contingency Plan. The contingency plan must show how the offeror will fill emergency vacated positions during the life of the Contract. Offerors are encouraged to carefully review the "Replacement Personnel" section in the Terms and Conditions of this RFP for requirements regarding replacement personnel. The State may choose to interview proposed replacement personnel and has the option to reject the candidate based on the interview.

Support Requirements. ODJFS will provide a normal working environment. This includes a personal computer, software necessary for job duties, a network connection, telephone and office supplies.

The offeror must describe the support it wants from the State other than what the State has offered in this RFP. Specifically, the offeror must address the following:

- Nature and extent of State support required in terms of staff roles, percentage of time available, and so on;
- Assistance from State staff and the experience and qualification levels required; and
- Other support requirements.

The State may not be able or willing to provide the additional support the offeror lists in this part of its Proposal. The offeror therefore must indicate whether its request for additional support is a requirement for its performance. If any part of the list is a requirement, the State may reject the offeror's Proposal, if the State is unable or unwilling to meet the requirements.

Proof of Insurance. The offeror must provide the certificate of insurance required by Attachment Four. The policy may be written on an occurrence or claims made basis.

Payment Address. The offeror must give the address to which the State should send payments under the Contract.

Legal Notice Address. The offeror must give the name, title, and address to which the State should send legal notices under the Contract.

W-9 Form. The offeror must complete the attached W-9 form in its entirety. The offeror must submit at least one originally signed W-9. All other copies of a Proposal may contain copies of the W-9. The offeror must indicate on the outside of the binder which Proposal contains the originally signed W-9.

Declaration Regarding Terrorist Organizations. The offeror must complete a Declaration Regarding Material Assistance/Non-assistance to Terrorist Organizations in its entirety. The offeror must submit at least one originally signed copy of this form, which should be included with the offeror's originally signed Proposal. All other copies of the offeror's Proposal may contain copies of this form. The form is available at: <http://www.homelandsecurity.ohio.gov>.

Cost Summary. This RFP includes a Cost Summary Form provided as an attachment. Offerors may not reformat this form. Each offeror must complete the Cost Summary Form in the exact format provided, since the State may reject any Proposal with a reformatted Cost Summary Form or that is not separately sealed. (See: Part Three: General Instructions, Proposal Submittal.)

The Cost Summary Form must not include exceptions, additional terms and conditions, or assumptions.

The offeror's total cost for all the Work must be represented as the not-to-exceed fixed price.

The State will not be liable for or pay any Work costs that the offeror does not identify in its Proposal.

ATTACHMENT FOUR: GENERAL TERMS AND CONDITIONS

PART ONE: PERFORMANCE AND PAYMENT

Statement of Work. The selected offeror's proposal (the "Proposal") and the State's Request for Proposals (the "RFP"), which are collectively referred to as the "RFP Documents", are a part of this contract (the "Contract") and describe the work (the "Work") the selected offeror (the "Contractor") must do and any materials the Contractor must deliver (the "Deliverables") under this Contract. The Contractor must do the Work in a professional, timely, and efficient manner and must provide the Deliverables in a proper fashion. The Contractor also must furnish its own support staff necessary for the satisfactory performance of the Work.

The Contractor must consult with the appropriate State representatives and others necessary to ensure a thorough understanding of the Work and satisfactory performance. The State may give instructions to or make requests of the Contractor relating to the Work, and the Contractor must comply with those instructions and fulfill those requests in a timely and professional manner. Those instructions and requests will be for the sole purpose of ensuring satisfactory completion of the Work and will not amend or alter the scope of the Work.

Term. Unless this Contract is terminated or expires without renewal, it will remain in effect until the Work is completed to the satisfaction of the State and the Contractor is paid. But the current General Assembly cannot commit a future General Assembly to an expenditure. Therefore, this Contract will automatically expire at the end of each biennium, the first of which is June 30, 2011. The State may renew this Contract in the next biennium by issuing written notice to the Contractor of the decision to do so. This expiration and renewal procedure also will apply to the end of any subsequent biennium during which the Work continues, subject to the State's approval. Termination or expiration of this Contract will not limit the Contractor's continuing obligations with respect to Deliverables that the State pays for before or after termination or limit the State's rights in such.

The State's funds are contingent upon the availability of lawful appropriations by the Ohio General Assembly. If the General Assembly fails to continue funding for the payments and other obligations due as part of this Contract, the State's obligations under this Contract will terminate as of the date that the funding expires without further obligation of the State.

The Work has a completion date that is identified in the RFP Documents. The RFP Documents also may have several dates for the delivery of Deliverables or reaching certain milestones in the Work. The Contractor must make those deliveries, meet those milestones, and complete the Work within the times the RFP Documents require. If the Contractor does not meet those dates, the Contractor will be in default, and the State may terminate this Contract under the Suspension and Termination Section contained in Part II of this Attachment Four.

But the State also may have certain obligations to meet. Those obligations, if any, also are listed in the RFP Documents. If the State agrees that the Contractor's failure to meet the delivery, milestone, or completion dates in the RFP Documents is due to the State's failure to meet its own obligations in a timely fashion, then the Contractor will not be in default, and the delivery, milestone, and completion dates affected by the State's failure to perform will be extended by the same amount of time as the State's delay. The Contractor may not rely on this provision unless the Contractor has in good faith exerted reasonable management skill to avoid an extension and has given the State meaningful written notice of the State's failure to meet its obligations within five business days of the Contractor's realization that the State's delay may impact the Work. The Contractor must deliver any such notice to both the Work Representative and Procurement Representative and title the notice as a "Notice of State Delay." The notice must identify any delay in detail, as well as the impact the delay has or will have on the Work. Unless the State decides, in its sole and exclusive judgment, that an equitable adjustment in the Contractor's Fee is warranted in the case of an extended delay, an extension of the Contractor's time to perform will be the Contractor's exclusive remedy for the State's delay. Should the State determine that an equitable adjustment in the Contractor's Fee is warranted, the equitable adjustment will be handled as

a Change Order under the Changes Section of this Contract, and the extension of time and equitable adjustment will be the exclusive remedies of the Contractor for the State's delay.

The State seeks a complete solution to what the Work is intended to accomplish, and the Contractor must provide any incidental items omitted in the RFP Documents as part of the Contractor's not-to-exceed fixed price. All required components and processes for the Work to be complete and useful to the State are included in the Work and the not-to-exceed fixed price, unless the RFP expressly provides otherwise.

Compensation. In consideration of the Contractor's promises and satisfactory performance, the State will pay the Contractor the amount(s) identified in the RFP Documents (the "Fee"), plus any other expenses identified as reimbursable in the RFP Documents. In no event, however, will payments under this Contract exceed the "not-to-exceed" amount in the RFP Documents without the prior, written approval of the State and, when required, the Ohio Controlling Board and any other source of funding. The Contractor's right to the Fee is contingent on the complete and satisfactory performance of the Work or, in the case of milestone payments or periodic payments of an hourly, daily, weekly, monthly, or annual rate, all relevant parts of the Work tied to the applicable milestone or period. Payment of the Fee also is contingent on the Contractor delivering a proper invoice and any other documents the RFP Documents require. An invoice must comply with the State's then current policies regarding invoices and their submission. The State will notify the Contractor in writing within 15 business days after it receives a defective invoice of any defect and provide the information necessary to correct the defect.

The Contractor must send all invoices under this Contract to the "bill to" address in the RFP Documents or in the applicable purchase order.

The State will pay the Contractor interest on any late payment, as provided in Section 126.30 of the Ohio Revised Code (the "Revised Code"). If the State disputes a payment for anything covered by an invoice, within 15 business days after receipt of that invoice, the State will notify the Contractor, in writing, stating the grounds for the dispute. The State then may deduct the disputed amount from its payment as a nonexclusive remedy. If the Contractor has committed a material breach, in the sole opinion of the State, the State also may withhold payment otherwise due to the Contractor. Both parties will attempt to resolve any claims of material breach or payment disputes through discussions among the Work Manager, the Contractor's executive responsible for the Work, the Work Representative, and the State Contract Management Administrator. The State will consult with the Contractor as early as reasonably possible about the nature of the claim or dispute and the amount of payment affected. When the Contractor has resolved the matter to the State's satisfaction, the State will pay the disputed amount within 30 business days after the matter is resolved. The State has no obligation to make any disputed payments until the matter is resolved, and the Contractor must continue its performance under this Contract pending resolution of the dispute or claim.

If the State has already paid the Contractor on an invoice but later disputes the amount covered by the invoice, and if the Contractor fails to correct the problem within 30 calendar days after written notice, the Contractor must reimburse the State for that amount at the end of the 30 calendar days as a nonexclusive remedy for the State. On written request from the Contractor, the State will provide reasonable assistance in determining the nature of the problem by giving the Contractor reasonable access to the State's facilities and any information the State has regarding the problem.

If the RFP Documents provide for any retainage, the State will withhold from each invoice paid the percentage specified in the RFP Documents as retainage. The State will pay the retainage only after the State has accepted all the Work and then only in accordance with the payment schedule specified in the RFP Documents. The State will withhold all amounts under this section arising from claims or disputes in addition to any retainage specified in the RFP Documents.

Reimbursable Expenses. The State will pay all reimbursable expenses identified in the RFP Documents, if any, in accordance with the terms in the RFP Documents and, where applicable, Section 126.31 of the Revised Code. The Contractor must assume all expenses that it incurs in the performance of this Contract that are not identified as reimbursable in the RFP Documents.

In making any reimbursable expenditure, the Contractor always must comply with the more restrictive of its own, then current internal policies for making such expenditures or the State's then current policies. All reimbursable travel will require the advance written approval of the State's Work Representative. The Contractor must bill all reimbursable expenses monthly, and the State will reimburse the Contractor for them within 30 business days of receiving the Contractor's invoice.

Right of Offset. The State may set off the amount of any Ohio tax liability or other obligation of the Contractor or its subsidiaries to the State, including any amounts the Contractor owes to the State under this or other contracts, against any payments due from the State to the Contractor under this or any other contracts with the State.

Certification of Funds. None of the rights, duties, or obligations in this Contract will be binding on the State, and the Contractor will not begin its performance, until all the following conditions have been met:

- (a) All statutory provisions under the Revised Code, including Section 126.07, have been met;
- (b) All necessary funds are made available by the appropriate State entities;
- (c) If required, the Controlling Board of Ohio approves this Contract; and
- (d) If the State is relying on federal or third-party funds for this Contract, the State gives the Contractor written notice that such funds are available.

Employment Taxes. All people furnished by the Contractor (the "Contractor Personnel") are employees or subcontractors of the Contractor, and none are or will be deemed employees or contractors of the State. No Contractor Personnel will be entitled to participate in, claim benefits under, or become an "eligible employee" for purposes of any employee benefit plan of the State by reason of any work done under this Contract. The Contractor will pay all federal, state, local, and other applicable payroll taxes and make the required contributions, withholdings, and deductions imposed or assessed under any provision of any law and measured by wages, salaries, or other remuneration paid by or which may be due from the Contractor to the Contractor Personnel. The Contractor will indemnify, defend (with the consent and approval of the Ohio Attorney General), and hold the State harmless from and against all claims, losses, liability, demands, fines, and expense (including court costs, defense costs, and redeemable attorney fees) arising out of or relating to such taxes, withholdings, deductions, and contributions with respect to the Contractor Personnel. The Contractor's indemnity and defense obligations also apply to any claim or assertion of tax liability made by or on behalf of any Contractor Personnel or governmental agency on the basis that any Contractor Personnel are employees or contractors of the State, that the State is the "joint employer" or "co-employer" of any Contractor Personnel, or that any Contractor Personnel are entitled to any employee benefit offered only to eligible regular fulltime or regular part-time employees of the State.

Sales, Use, Excise, and Property Taxes. The State is exempt from any sales, use, excise, and property tax. To the extent sales, use, excise, or any similar tax is imposed on the Contractor in connection with the Work, such will be the sole and exclusive responsibility of the Contractor. And the Contractor will pay such taxes, together with any interest and penalties not disputed with the appropriate taxing authority, whether they are imposed at the time the services are rendered or a later time.

PART TWO: WORK AND CONTRACT ADMINISTRATION

Related Contracts. The Contractor warrants that the Contractor has not and will not enter into any contracts without written approval of the State to perform substantially identical services for the State, such that the Work under this Contract duplicates the work done or to be done under the other State contracts.

Other Contractors. The State may hold other contracts for additional or related work, including among others independent verification and validation (IV&V) efforts for the Work. The Contractor must fully cooperate with all other contractors and State employees and coordinate its Work with such other contractors and State employees as may be required for the smooth and efficient operation of all related or additional work. The Contractor may not act in any way that may unreasonably interfere with the work of any other contractors or the State's employees. Further, the Contract must fully cooperate with any IV&V contractor assigned to the Work. Such cooperation includes expeditiously providing the IV&V contractor with full and complete access to all Work product, records, materials, personnel, meetings, and correspondence as the IV&V contractor may request. If the State assigns an IV&V contractor to the Work, the State will obligate the IV&V contractor to a confidentiality provision similar to the Confidentiality Section contained in this Contract. The Contractor must include the obligations of this provision in all its contracts with its subcontractors for the Work.

Subcontracting. The Contractor may not enter into subcontracts related to the Work after award without written approval from the State. But the Contractor will not need the State's written approval to subcontract for the purchase of commercial goods that are required for satisfactory completion of the Work. All subcontracts will be at the sole expense of the Contractor unless expressly stated otherwise in the RFP Documents.

The State's approval of the use of subcontractors does not mean that the State will pay for them. The Contractor will be solely responsible for payment of its subcontractor and any claims of subcontractors for any failure of the Contractor or any of its other subcontractors to meet the performance schedule or performance specifications for the Work in a timely and professional manner. The Contractor must hold the State harmless for and must indemnify the State against any such claims.

The Contractor assumes responsibility for all Deliverables whether it, a subcontractor, or third-party manufacturer produces them in whole or in part. Further, the Contractor will be the sole point of contact with regard to contractual matters, including payment of all charges resulting from the Contract. And the Contractor will be fully responsible for any default by a subcontractor, just as if the Contractor itself had defaulted.

If the Contractor uses any subcontractors, each subcontractor must have a written agreement with the Contractor. That written agreement must incorporate this Contract by reference. The agreement also must pass through to the subcontractor all provisions of this Contract that would be fully effective only if they bind both the subcontractor and the Contractor. Among such provisions are the limitations on the Contractor's remedies, the insurance requirements, record keeping obligations, and audit rights. Some sections of this Contract may limit the need to pass through their requirements to subcontracts to avoid placing cumbersome obligations on minor subcontractors. But this exception is applicable only to sections that expressly provide an exclusion for small-dollar subcontracts. Should the Contractor fail to pass through any provisions of this Contract to one of its subcontractors and the failure damages the State in any way, the Contractor must indemnify the State for the damage.

Record Keeping. The Contractor must keep all financial records in accordance with generally accepted accounting principles consistently applied. The Contractor also must file documentation to support each action under this Contract in a manner allowing the documentation to be readily located. And the Contractor must keep all Work-related records and documents at its principal place of business or at its office where the work was performed.

Audits. During the term of this Contract and for three years after the payment of the Contractor's Fee, on reasonable notice and during customary business hours, the State may audit the Contractor's records

and other materials that relate to the Work. This audit right also applies to the State's duly authorized representatives and any person or organization providing financial support for the Work.

Insurance. The Contractor must provide the following insurance coverage at its own expense throughout the term of this Contract:

- (a) Workers' compensation insurance, as required by Ohio law, and if some of the Work will be done outside Ohio, the laws of the appropriate state(s) where any portion of the Work will be done. The Contractor also must maintain employer's liability insurance with at least a \$1,000,000.00 limit.
- (b) Commercial General Liability insurance coverage for bodily injury, personal injury, wrongful death, and property damage. The defense cost must be outside of the policy limits. Such policy must designate the State of Ohio as an additional insured, as its interest may appear. The policy also must be endorsed to include a blanket waiver of subrogation. At a minimum, the limits of the insurance must be:

- \$ 2,000,000 General Aggregate
- \$ 2,000,000 Products/Completed Operations Aggregate
- \$ 1,000,000 Per Occurrence Limit
- \$ 1,000,000 Personal and Advertising Injury Limit
- \$ 100,000 Fire Legal Liability
- \$ 10,000 Medical Payments

The policy must be endorsed to provide the State with 30-days prior written notice of cancellation or material change to the policy. And the Contractor's Commercial General Liability must be primary over any other insurance coverage.

- (c) Commercial Automobile Liability insurance with a combined single limit of \$500,000.
- (d) Professional Liability insurance covering all staff with a minimum limit of \$1,000,000 per incident and \$3,000,000 aggregate. If the Contractor's policy is written on a "claims made" basis, the Contractor must provide the State with proof of continuous coverage at the time the policy is renewed. If for any reason the policy expires, or coverage is terminated, the Contractor must purchase and maintain "tail" coverage through the applicable statute of limitations.

The certificate(s) must be in a form that is reasonably satisfactory to the State as to the contents of the policies and the quality of the insurance carriers. All carriers must have at least an "A-" rating by A.M. Best.

Replacement Personnel. If the RFP Documents contain the names of specific people who will do the Work, then the quality and professional credentials of those people were material factors in the State's decision to enter into this Contract. Therefore, the Contractor must use all commercially reasonable efforts to ensure the continued availability of those people. Also, the Contractor may not remove those people from the Work without the prior, written consent of the State, except as provided below.

The Contractor may remove a person listed in the RFP Documents from the Work, if doing so is necessary for legal or disciplinary reasons. But the Contractor must make a reasonable effort to give the State 30 calendar days' prior, written notice of the removal.

If the Contractor removes a person listed in the RFP Documents from the Work for any reason other than those specified above, the State may assess liquidated damages in the amount of \$1,500.00 for every day between the date on which the individual was removed and the date that this Contract is terminated or the individual's qualified replacement, selected in accordance with the process identified in this section, starts performing on the Work. The State also may provide the Contractor with written notice of its default

under this section, which the Contractor must cure within 30 days. Should the Contractor fail to cure its default within the 30 day cure period, this Contract will terminate immediately for cause, and the State will be entitled to damages in accordance with the Suspension and Termination Section of this Contract due to the termination. Should the State assess liquidated damages or otherwise be entitled to damages under this provision, it may offset these damages from any Fees due under this Contract.

The Contractor must have qualified replacement people available to replace any people listed in the RFP Documents by name or identified as a key individual on the Work. When the removal of a listed person is permitted under this Section, or if a person becomes unavailable, the Contractor must submit the resumes for two replacement people to the State for each person removed or who otherwise becomes unavailable. The Contractor must submit the two resumes, along with such other information as the State may reasonably request, within five business days after the decision to remove a person is made or the unavailability of a listed person becomes known to the Contractor.

The State will select one of the two proposed replacements or will reject both of them within ten business days after the Contractor has submitted the proposed replacements to the State. The State may reject the proposed replacements for any legal reason. Should the State reject both replacement candidates due to their failure to meet the minimum qualifications identified in the RFP Documents, or should the Contractor fail to provide the notice required under this Section or fail to provide two qualified replacement candidates for each removed or unavailable person, the Contractor will be in default and the cure period for default specified elsewhere in this Contract will not apply. In any such case, the State will have the following options:

- (a) The State may assess liquidated damages in the amount of \$1,500.00 for every day between the date on which the Contractor failed to provide the applicable notice, failed to provide the two replacement candidates, or the date the State rejected all candidates for cause and the date on which the Contractor affects a cure or the Contract expires without renewal or is terminated.
- (b) The State may terminate this Contract immediately for cause and without any cure period.

Should the State exercise its option under item (a) above, it nevertheless will be entitled anytime thereafter to exercise its option under item (b) above. Additionally, should the State terminate this Contract under this provision, it will be entitled to damages in accordance with the Suspension and Termination Section of this Contract due to the termination. Should the State assess liquidated damages or otherwise be entitled to damages under this provision, it may offset these damages from any Fees due under this Contract.

The State may determine that the proposed replacement candidates meet the minimum qualifications of this Contract and still substantially reduce the value the State perceived it would receive through the effort of the original individual(s) the Contractor proposed and on whose credentials the State decided to enter into this Contract. Therefore, the State will have the right to reject any candidate that the State determines may provide it with diminished value.

Should the State reject both proposed candidates for any legal reason other than their failure to meet the minimum qualifications identified in the RFP Documents, the State may terminate this Contract for its convenience.

The State has an interest in providing a healthy and safe environment for its employees and guests at its facilities. The State also has an interest in ensuring that its operations are carried out in an efficient, professional, legal, and secure manner. Therefore, the State will have the right to require the Contractor to remove any individual involved in the Work, if the State determines that any such individual has or may interfere with the State's interests identified above. In such a case, the request for removal will be treated as a case in which an individual providing services under this Contract has become unavailable, and the Contractor must follow the procedures identified above for replacing unavailable people. This provision also applies to people that the Contractor's subcontractors engage, if they are listed by name or as a key person in the RFP Documents.

Suspension and Termination. The State may terminate this Contract if the Contractor defaults in meeting its obligations under this Contract and fails to cure its default within the time allowed by this Contract, or if a petition in bankruptcy (or similar proceeding) has been filed by or against the Contractor. The State also may terminate this Contract if the Contractor violates any law or regulation in doing the Work, or if it appears to the State that the Contractor's performance is substantially endangered through no fault of the State. In any such case, the termination will be for cause, and the State's rights and remedies will be those identified below for termination for cause.

On written notice, the Contractor will have 30 calendar days to cure any breach of its obligations under this Contract, provided the breach is curable. If the Contractor fails to cure the breach within 30 calendar days after written notice, or if the breach is not one that is curable, the State will have the right to terminate this Contract immediately on notice to the Contractor. The State also may terminate this Contract in the case of breaches that are cured within 30 calendar days but are persistent. "Persistent" in this context means that the State has notified the Contractor in writing of the Contractor's failure to meet any of its obligations three times. After the third notice, the State may terminate this Contract on written notice to the Contractor without a cure period if the Contractor again fails to meet any obligation. The three notices do not have to relate to the same obligation or type of failure. Some provisions of this Contract may provide for a shorter cure period than 30 calendar days or for no cure period at all, and those provisions will prevail over this one. If a particular section does not state what the cure period will be, this provision will govern.

Moreover, the State may terminate this Contract for its convenience and without cause or if the Ohio General Assembly fails to appropriate funds for any part of the Work. If a third party is providing funding for the Work, the State also may terminate this Contract should that third party fail to release any funds for the Work. The RFP Documents normally identify any third party source of funds for the Work, but an absence of such in the RFP Documents will not diminish the State's rights under this section.

The notice of termination, whether for cause or without cause, will be effective as soon as the Contractor receives it. Upon receipt of the notice of termination, the Contractor must immediately cease all activity on the Work and take all steps necessary to minimize any costs the Contractor will incur related to this Contract. The Contractor also must immediately prepare a report and deliver it to the State. The report must be all-inclusive and must detail the Work completed at the date of termination, the percentage of the Work's completion, any costs incurred in doing the Work to that date, and any Deliverables completed or partially completed but not delivered to the State at the time of termination. The Contractor also must deliver all the completed and partially completed Deliverables to the State with its report. But if the State determines that delivery in that manner would not be in its interest, then the State may designate a suitable alternative form of delivery, which the Contractor must honor.

If the State terminates this Contract for cause, the State will be entitled to cover for the Work by using another Contractor on such commercially reasonable terms as the State and the covering contractor may agree. The Contractor will be liable to the State for all costs related to covering for the Work to the extent that such costs, when combined with payments already made to the Contractor for the Work before termination, exceed the costs that the State would have incurred under this Contract. The Contractor also will be liable for any other direct damages resulting from its breach of this Contract or other action leading to termination for cause.

If the termination is for the convenience of the State, the Contractor will be entitled to compensation for any Work that the Contractor has performed before the termination. Such compensation will be the Contractor's exclusive remedy in the case of termination for convenience and will be available to the Contractor only once the Contractor has submitted a proper invoice for such, with the invoice reflecting the amount that the State determines it owes to the Contractor. The State will make that determination based on the lesser of the percentage of the Work completed or the hours of work performed in relation to the estimated total hours required to perform all the Work.

The State will have the option of suspending rather than terminating the Work, if the State believes that doing so would better serve its interests. In the event of a suspension for the convenience of the State, the Contractor will be entitled to receive payment for the work performed before the suspension. In the

case of suspension of the Work rather than termination for cause, the Contractor will not be entitled to any compensation for any work performed. If the State reinstates the Work after suspension for cause, rather than terminating this Contract after the suspension, the Contractor may be entitled to compensation for work performed before the suspension, less any damage to the State resulting from the Contractor's breach of this Contract or other fault. Any amount due for work before or after the suspension for cause will be offset by any damage to the State from the default or other event giving rise to the suspension.

In the case of a suspension for the State's convenience, the State will calculate the amount of compensation due to the Contractor for work performed before the suspension in the same manner as provided in this section for termination for the State's convenience. The Contractor will not be entitled to compensation for any other costs associated with a suspension for the State's convenience, and the State will make no payment under this provision to the Contractor until the Contractor submits a proper invoice. If the State decides to allow the Work to continue rather than terminating this Contract after the suspension, the State will not be required to make any payment to the Contractor other than those payments specified in this Contract and in accordance with the payment schedule specified in this Contract for properly completed Work.

Any notice of suspension, whether with or without cause, will be effective immediately on the Contractor's receipt of the notice. The Contractor will prepare a report concerning the Work just as is required by this Section in the case of termination. After suspension of the Work, the Contractor may not perform any Work without the consent of the State and may resume the Work only on written notice from the State to do so. In any case of suspension, the State retains its right to terminate this Contract rather than to continue the suspension or resume the Work. If the suspension is for the convenience of the State, then termination of the Contract will be a termination for convenience. If the suspension is with cause, the termination will also be for cause.

The State may not suspend the Work for its convenience more than twice during the term of this Contract, and any suspension for the State's convenience may not continue for more than 30 calendar days. If the Contractor does not receive notice to resume or terminate the Work within the 30-day suspension, then this Contract will terminate automatically for the State's convenience at the end of the 30 calendar day period.

Any default by the Contractor or one of its subcontractors will be treated as a default by the Contractor and all of its subcontractors. The Contractor will be solely responsible for satisfying any claims of its subcontractors for any suspension or termination and must indemnify the State for any liability to them. Notwithstanding the foregoing, each subcontractor must hold the State harmless for any damage caused to them from a suspension or termination. They must look solely to the Contractor for any compensation to which they may be entitled.

Representatives. The State's representative under this Contract will be the person identified in the RFP Documents or in a subsequent notice to the Contractor as the "Work Representative." The Work Representative will review all reports the Contractor makes in the performance of the Work, will conduct all liaison with the Contractor, and will accept or reject the Deliverables and the completed Work. The Work Representative may delegate his or her responsibilities for individual aspects of the Work to one or more managers, who may act as the Work Representative for those individual portions of the Work.

The Contractor's Work Manager under this Contract will be the person identified on the RFP Documents as the "Work Manager." The Work Manager will be the Contractor's liaison with the State under this Contract. Additionally, the Work Manager will conduct all Work meetings and prepare and submit to the Work Representative all reports, plans, and other materials that the RFP Documents require from the Contractor.

Either party, upon written notice to the other party, may designate another representative. However, the Contractor may not replace the Work Manager without the approval of the State if that person is identified in the RFP Documents by name or as a key individual on the Work.

Work Responsibilities. The State will be responsible for providing only those things, if any, expressly identified in the RFP Documents. If the State has agreed to provide facilities or equipment, the Contractor, by signing this Contract, warrants that the Contractor has either inspected the facilities and equipment or has voluntarily waived an inspection and will use the equipment and facilities on an “as is” basis.

The Contractor must assume the lead in the areas of management, design, and development of the Work. The Contractor must coordinate the successful execution of the Work and direct all Work activities on a day-to-day basis, with the advice and consent of the Work Representative. The Contractor will be responsible for all communications regarding the progress of the Work and will discuss with the Work Representative any issues, recommendations, and decisions related to the Work.

If any part of the Work requires installation on the State's property, the State will provide the Contractor with reasonable access to the installation site for the installation and any site preparation that is needed. After the installation is complete, the Contractor must complete an installation letter and secure the signature of the Work Representative certifying that installation is complete and the Work, or applicable portion of it, is operational. The letter must describe the nature, date, and location of the installation, as well as the date the Work Representative certified the installation as complete and operational.

Unless otherwise provided in the RFP Documents, the Contractor is solely responsible for obtaining all official permits, approvals, licenses, certifications, and similar authorizations required by any local, state, or federal agency for the Work and maintaining them throughout the duration of this Contract.

Changes. The State may make reasonable changes within the general scope of the Work. The State will do so by issuing a written order under this Contract describing the nature of the change (“Change Order”). Additionally, if the State provides directions or makes requests of the Contractor without a change order, and the Contractor reasonably believes the directions or requests are outside the specifications for the Work, the Contractor may request a Change Order from the State. The parties will handle such changes as follows: The Contractor will provide pricing to the State. The State will execute a Change Order once it and the Contractor have agreed on the description of and specifications for the change, as well as any equitable adjustments that need to be made in the Contractor's Fee or the performance schedule for the work. Then within five business days after receiving the Change Order, the Contractor must sign it to signify agreement with it.

If a change causes an increase in the cost of, or the time required for, the performance of the Work, the Contractor must notify the State in writing and request an equitable adjustment in its Fee, the delivery schedule, or both before the Contractor signs the Change Order. If the Contractor claims an adjustment under this section in connection with a change to the Work not described in a written Change Order, the Contractor must notify the State in writing of the claim within five business days after the Contractor is notified of the change and before work on the change begins. Otherwise, the Contractor will have waived the claim. In no event will the State be responsible for any increase in the Fee or revision in any delivery schedule unless the State expressly ordered the relevant change in writing and the Contractor has complied with the requirements of this section. Provided the State has complied with the procedure for Change Orders in this section, nothing in this clause will excuse the Contractor from proceeding with performance of the Work, as changed.

Where an equitable adjustment to the Contractor's Fee is appropriate, the State and the Contractor may agree upon such an adjustment. If the State and the Contractor are unable to agree, either party may submit the dispute to the senior management of the Contractor and the senior management of the State's Department of Administrative Services for resolution. If within 30 calendar days following referral to senior management, the claim or dispute has not been resolved, the Contractor must submit its actual costs for materials needed for the change (or estimated amount if the precise amount of materials cannot be determined) and an estimate of the hours of labor required to do the work under the Change Order. The Contractor must break down the hours of labor by employee position, and provide the actual hourly pay rate for each employee involved in the change. The total amount of the equitable adjustment for the Change Order then will be made based on the actual cost of materials (or estimated materials) and actual rate for each person doing the labor (based on the estimated hours of work required to do the change).

Labor rates will be increased by 25% to cover benefits and taxes. The equitable adjustment for the Change Order then will be set based on this amount, plus 15% to cover overhead and profit. This amount will be the not-to-exceed amount of the Change Order. If the change involves removing a requirement from the Work or replacing one part of the Work with the change, the State will get a credit for the work no longer required under the original scope of the Work. The credit will be calculated in the same manner as the Contractor's Fee for the change, and the not-to-exceed amount will be reduced by this credit.

The Contractor is responsible for coordinating changes with its subcontractors and adjusting their compensation and performance schedule. The State will not pay any subcontractor for the Change Order. If a subcontractor will perform any work under a Change Order, that work must be included in the Contractor's not-to-exceed amount and calculated in the same manner as the Contractor's equitable adjustment for the portion of the work the Contractor will perform. The Contractor will not receive an overhead percentage for any work a subcontractor will do under a Change Order.

If the RFP Documents provide for the retainage of a portion of the Contractor's Fee, all equitable adjustments for Change Orders also will be subject to the same retainage, which the State will pay only on completion and acceptance of the Work, as provided in the RFP Documents.

Excusable Delay. Neither party will be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. The delayed party must notify the other promptly of any material delay in performance and must specify in writing the proposed revised performance date as soon as practicable after notice of delay. In the event of any such excusable delay, the date of performance or of delivery will be extended for a period equal to the time lost by reason of the excusable delay. The delayed party also must describe the cause of the delay and what steps it is taking to remove the cause. The delayed party may not rely on a claim of excusable delay to avoid liability for a delay if the delayed party has not taken commercially reasonable steps to mitigate or avoid the delay. Things that are controllable by the Contractor's subcontractors will be considered controllable by the Contractor, except for third-party manufacturers supplying commercial items and over whom the Contractor has no legal control.

Independent Status of the Contractor. The parties are independent of one another, and the Contractor's Personnel may act only in the capacity of representatives of the Contractor and not as representatives of the State. Further, the Contractor's Personnel will not be deemed for any purpose to be employees, representatives, or agents of the State. The Contractor assumes full responsibility for the actions of the Contractor's Personnel while they are performing under this Contract and will be solely responsible for paying the Contractor's Personnel (including withholding, and paying income taxes and social security, workers' compensation, disability benefits and the like). The Contractor may not commit, and is not authorized to commit, the State in any manner. The Contractor's subcontractors will be considered the agents of the Contractor for purposes of this Contract.

Publicity. The Contractor may not advertise or publicize that it is doing business with the State or use this Contract or the Contractor's relationship with the State as a marketing or sales tool, unless the State agrees otherwise in writing.

PART THREE: OWNERSHIP AND HANDLING OF INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION

Confidentiality. The State may disclose to the Contractor written material or oral or other information that the State treats as confidential ("Confidential Information"). Title to the Confidential Information and all related materials and documentation the State delivers to the Contractor will remain with the State. The Contractor must treat such Confidential Information as secret, if it is so marked, otherwise identified as such, or when, by its very nature, it deals with matters that, if generally known, would be damaging to the best interest of the public, other contractors, potential contractors with the State, or individuals or organizations about whom the State keeps information. By way of example, information must be treated as confidential if it includes any proprietary documentation, materials, flow charts, codes, software, computer instructions, techniques, models, information, diagrams, know-how, trade secrets, data, business records, or marketing information. By way of further example, the Contractor also must treat as confidential materials such as police and investigative records, files containing personal information about individuals or employees of the State, such as personnel records, tax records, and so on, court and administrative records related to pending actions, any material to which an attorney-client, physician-patient, or similar privilege may apply, and any documents or records excluded by Ohio law from public records disclosure requirements.

The Contractor may not disclose any Confidential Information to third parties and must use it solely to do the Work. The Contractor must restrict circulation of Confidential Information within its organization and then only to people in the Contractor's organization that have a need to know the Confidential Information to do the Work. The Contractor will be liable for the disclosure of such information, whether the disclosure is intentional, negligent, or accidental, unless otherwise provided below.

The Contractor will not incorporate any portion of any Confidential Information into any work or product, other than a Deliverable, and will have no proprietary interest in any of the Confidential Information. Furthermore, the Contractor must cause all of its Personnel who have access to any Confidential Information to execute a confidentiality agreement incorporating the obligations in this section.

The Contractor's obligation to maintain the confidentiality of the Confidential Information will not apply where such: (1) was already in the Contractor's possession before disclosure by the State, and such was received by the Contractor without obligation of confidence; (2) is independently developed by the Contractor; (3) except as provided in the next paragraph, is or becomes publicly available without breach of this Contract; (4) is rightfully received by the Contractor from a third party without an obligation of confidence; (5) is disclosed by the Contractor with the written consent of the State; or (6) is released in accordance with a valid order of a court or governmental agency, provided that the Contractor (a) notifies the State of such order immediately upon receipt of the order and (b) makes a reasonable effort to obtain a protective order from the issuing court or agency limiting disclosure and use of the Confidential Information solely for the purposes intended to be served by the original order of production. The Contractor must return all originals of any Confidential Information and destroy any copies it has made on termination or expiration of this Contract.

Information that may be available publicly through other sources about people that is personal in nature, such as medical records, addresses, phone numbers, social security numbers, and similar things are nevertheless sensitive in nature and may not be disclosed or used in any manner except as expressly authorized in this Contract. Therefore, item (3) in the preceding paragraph does not apply, and the Contractor must treat such information as Confidential Information whether it is available elsewhere or not.

The Contractor may disclose Confidential Information to its subcontractors on a need-to-know basis, but the Contractor first must obligate them to the requirements of this section.

Ownership of Deliverables. The State owns all Deliverables that the Contractor produces under this Contract, with all rights, title, and interest in all intellectual property that come into existence through the Contractor's custom work being assigned to the State. Additionally, the Contractor waives any author rights and similar retained interests in custom-developed material. The Contractor must provide the State

with all assistance reasonably needed to vest such rights of ownership in the State. The Contractor will retain ownership of all tools, methods, techniques, standards, and other development procedures, as well as generic and preexisting shells, subroutines, and similar material incorporated into any custom Deliverable ("Pre-existing Materials"), if the Contractor provides the non-exclusive license described in the next paragraph.

The Contractor may grant the State a worldwide, non-exclusive, royalty-free, perpetual license to use, modify, and distribute all Pre-existing Materials that are incorporated into any custom-developed Deliverable rather than grant the State ownership of the Pre-existing Materials. The State may distribute such Pre-existing materials to third parties only to the extent required by governmental funding mandates. The Contractor may not include in any custom Deliverable any intellectual property unless such has been created under this Contract or qualifies as Pre-existing Material. If the Contractor wants to incorporate any Pre-existing Materials into a custom Deliverable, the Contractor must first disclose that desire to the State in writing and seek the State's approval for doing so in advance. The State will not be obligated to provide that approval, unless the Contractor disclosed its intention to do so in the RFP Documents. On the Contractor's request, the State will incorporate into any copies of a custom Deliverable any proprietary notice that the Contractor included with the original copy, if that notice is reasonably necessary to protect the Contractor's interest in any Pre-existing Materials contained in the custom Deliverable.

Subject to the limitations and obligations of the State with respect to Pre-existing Materials, the State may make all custom Deliverables available to the general public without any proprietary notices of any kind.

License in Commercial Material. As used in this section, "Commercial Material" means anything that the Contractor or a third party has developed at private expense, is commercially available in the marketplace, subject to intellectual property rights, and readily copied through duplication on magnetic media, paper, or other media. Examples include written reports, books, pictures, videos, movies, computer programs, and computer source code and documentation.

Any Commercial Material that the Contractor intends to deliver as a Deliverable must have the scope of the license granted in such material disclosed in the RFP Documents or as an attachment referenced in the RFP Documents, if that scope of license is different from the scope of license contained in this section for Commercial Materials.

Except for Commercial Material that is software ("Commercial Software"), if the Commercial Material is copyrighted and published material, then the State will have the rights permitted under the federal copyright laws for each copy of the Commercial Material delivered to it by the Contractor.

Except for Commercial Software, if the Commercial Material is patented, then the State will have the rights permitted under the federal patent laws for each copy of the Commercial Material delivered to it by the Contractor.

Except for Commercial Software, if the Commercial Material consists of trade secrets, then the State will treat the material as confidential. In this regard, the State will assume all obligations with respect to the Commercial Material that the Contractor assumes under the Confidentiality section of this Contract with respect to the State's Confidential Information. Otherwise, the State will have the same rights and duties permitted under the federal copyright laws for each copy of the Commercial Material delivered to it by the Contractor, whether or not the material is copyrighted when delivered to the State.

For Commercial Software, the State will have the rights in items (1) through (6) of this section with respect to the software. The State will not use any Commercial Software except as provided in the six items below or as expressly stated otherwise in this Contract. The Commercial Software may be:

- (1) Used or copied for use in or with the computer or computers for which it was acquired, including use at any State installation to which such computer or computers may be transferred;

- (2) Used or copied for use in or with a backup computer for disaster recovery and disaster recovery testing purposes or if any computer for which it was acquired is inoperative;
- (3) Reproduced for safekeeping (archives) or backup purposes;
- (4) Modified, adapted, or combined with other computer software, but the modified, combined, or adapted portions of the derivative software incorporating any of the Commercial Software will be subject to same restrictions set forth in this Contract;
- (5) Disclosed to and reproduced for use on behalf of the State by support service contractors or their subcontractors, subject to the same restrictions set forth in this Contract; and
- (6) Used or copied for use in or transferred to a replacement computer.

Commercial Software delivered under this Contract is licensed to the State without disclosure restrictions unless it is clearly marked as confidential or secret. The State will treat any Commercial Software that is marked as confidential or secret as Confidential Information to the extent that such is actually the case.

PART FOUR: REPRESENTATIONS, WARRANTIES, AND LIABILITIES

General Warranties. The Contractor warrants that the recommendations, guidance, and performance of the Contractor under this Contract will: (1) be in accordance with sound professional standards and the requirements of this Contract and without any material defects; and (2) unless otherwise provided in the RFP Documents, be the work solely of the Contractor. The Contractor also warrants that: (1) no Deliverable will infringe on the intellectual property rights of any third party; and (2) the Contractor's work and the Deliverables resulting from that work will be merchantable and fit for the particular purposes described in the RFP Documents.

Additionally, with respect to the Contractor's activities under this Contract, the Contractor warrants that: (1) the Contractor has the right to enter into this Contract; (2) the Contractor has not entered into any other contracts or employment relationships that restrict the Contractor's ability to perform the contemplated services; (3) the Contractor will observe and abide by all applicable laws and regulations, including those of the State regarding conduct on any premises under the State's control; (4) the Contractor has good and marketable title to any goods delivered under this Contract and in which title passes to the State; (5) the Contractor has the right and ability to grant the license granted in any Deliverable in which title does not pass to the State; and (6) the Contractor is not subject to any unresolved findings of the Auditor of State under Revised Code Section 9.24 and will not become subject to an unresolved finding that prevents the extension or renewal of this Contract.

The warranties regarding material defects, merchantability, and fitness are one-year warranties. All other warranties will be continuing warranties. If any portion of the Work fails to comply with these warranties, and the Contractor is so notified in writing, the Contractor must correct such failure with all due speed or must refund the amount of the compensation paid for such portion of the Work. The Contractor also must indemnify the State for any direct damages and claims by third parties based on a breach of these warranties. This obligation of indemnification will not apply where the State has modified or misused the Deliverable and the claim is based on the modification or misuse. The State will give the Contractor notice of any such claim as soon as reasonably practicable. If a successful claim of infringement is made, or if the Contractor reasonably believes that an infringement claim that is pending may actually succeed, the Contractor must do one of the following things: (1) modify the Deliverable so that it is no longer infringing; (2) replace the Deliverable with an equivalent or better item; (3) acquire the right for the State to use the infringing Deliverable as it was intended for the State to use under this Contract; or (4) remove the Deliverable and refund the amount the State paid for the Deliverable and the amount of any other Deliverable or item that requires the availability of the infringing Deliverable for it to be useful to the State.

GENERAL EXCLUSION OF WARRANTIES. THE CONTRACTOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN THOSE EXPRESS WARRANTIES CONTAINED IN THIS CONTRACT.

Indemnity for Property Damage and Bodily Injury. The Contractor must indemnify the State for all liability and expense resulting from bodily injury to any person (including injury resulting in death) and damage to tangible or real property arising out of the performance of this Contract, provided that such bodily injury or property damage is due to the negligence or other tortious conduct of the Contractor, its employees, agents, or subcontractors. The Contractor will not be responsible for any damages or liability to the extent caused by the negligence or willful misconduct of the State, its employees, other contractors, or agents.

Limitation of Liability. Neither party will be liable for any indirect, incidental, or consequential loss or damage of the other party, including but not limited to lost profits, even if the parties have been advised, knew, or should have known of the possibility of such damages. Additionally, neither party will be liable to the other for direct or other damages in excess of two times the not-to-exceed fixed price of this Contract. The limitations in this paragraph do not apply to any obligation of the Contractor to indemnify the State against claims made against it or for damages to the State caused by the Contractor's negligence or other tortious conduct.

PART FIVE: ACCEPTANCE AND MAINTENANCE

Acceptance. There will be no formal acceptance procedure unless the RFP Documents expressly provide otherwise. If the RFP Documents do not provide otherwise, the acceptance procedure will be an informal review by the Work Representative to ensure that each Deliverable and the Work as a whole comply with the requirements of this Contract. The Work Representative will have up to 30 calendar days to do this. No formal letter of acceptance will be issued, and passage of the 30 calendar days will imply acceptance, though the State will issue a notice of noncompliance if a Deliverable or the Work as a whole does not meet the requirements of this Contract. If the Work Representative issues a letter of noncompliance, then the Contractor will have 30 calendar days to correct the problems listed in the noncompliance letter. If the Contractor fails to do so, the Contractor will be in default without a cure period. If the Work Representative has issued a noncompliance letter, the Deliverables or the Work as a whole will not be accepted until the Work Representative issues a letter of acceptance indicating that each problem noted in the noncompliance letter has been cured. If the problems have been fixed during the 30 day period, the Work Representative will issue the acceptance letter within 15 calendar days.

If the Work fails to meet the standard of performance after 90 calendar days from the start of the performance period, the Contractor will be in default and will not have a cure period. In addition to all other remedies the State may have under this Contract, the State will have the right to request correction or replacement of the relevant portion of the Work.

Passage of Title. Title to any Deliverable will pass to the State only on acceptance of the Deliverable. All risk of loss, regardless of the cause, will remain with the Contractor until title to the Deliverable passes to the State.

PART SIX: CONSTRUCTION

Entire Document. This Contract is the entire agreement between the parties with respect to its subject matter and supersedes any previous statements or agreements, whether oral or written.

Binding Effect. This Contract will be binding upon and inure to the benefit of the respective successors and assigns of the State and the Contractor.

Amendments – Waiver. No change to any provision of this Contract will be effective unless it is in writing and signed by both parties. The failure of either party at any time to demand strict performance by the other party of any of the terms of this Contract will not be a waiver of those terms. Waivers must be in writing to be effective, and either party may at any later time demand strict performance.

Severability. If any provision of this Contract is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Contract will remain in full force and effect to the extent that such does not create an absurdity.

Construction. This Contract will be construed in accordance with the plain meaning of its language and neither for nor against the drafting party.

Headings. The headings used herein are for the sole sake of convenience and may not be used to interpret any section.

Notices. For any notice under this Contract to be effective, it must be made in writing and sent to the address of the appropriate contact provided elsewhere in the Contract, unless such party has notified the other party, in accordance with the provisions of this section, of a new mailing address. This notice requirement will not apply to any notices that this Contract expressly authorized to be made orally.

Continuing Obligations. The terms of this Contract will survive the termination or expiration of the time for completion of Work and the time for meeting any final payment of compensation, except where such creates an absurdity.

Time. Unless otherwise expressly provided, any reference in this document to a number of days for an action or event to occur means calendar days, and any reference to a time of the day, such as 5:00 p.m., is a reference to the local time in Columbus, Ohio.

PART SEVEN: LAW AND COURTS

Compliance with Law. The Contractor must comply with all applicable federal, state, and local laws while performing under this Contract.

Drug-Free Workplace. The Contractor must comply with all applicable state and federal laws regarding keeping a drug-free workplace. The Contractor must make a good faith effort to ensure that all the Contractor's Personnel, while working on state property, will not have or be under the influence of illegal drugs or alcohol or abuse prescription drugs in any way.

Conflicts of Interest. None of the Contractor's Personnel may voluntarily acquire any personal interest that conflicts with their responsibilities under this Contract. Additionally, the Contractor may not knowingly permit any public official or public employee who has any responsibilities related to this Contract or the Work to acquire an interest in anything or any entity under the Contractor's control, if such an interest would conflict with that official's or employee's duties. The Contractor must disclose to the State knowledge of any such person who acquires an incompatible or conflicting personal interest related to this Contract. And the Contractor must take steps to ensure that such a person does not participate in any action affecting the work under this Contract. But this will not apply when the State has determined, in light of the personal interest disclosed, that person's participation in any such action would not be contrary to the public interest.

Ohio Ethics Law and Limits on Political Contributions. The Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of the Ohio ethics laws. In accordance with Executive Order 2007-01S, the Contractor, by signature on the Contract, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflicts of interest laws, and (3) will take no action inconsistent with those laws and this order. The Contractor understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of the Contract and may result in the loss of other contracts or grants with the State. The Contractor also certifies that all applicable parties listed in Division (I)(3) or (J)(3) of Ohio Revised Code Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of Ohio Revised Code Section 3517.13.

Security & Safety Rules. When using or possessing State data or accessing State networks and systems, the Contractor must comply with all applicable State rules, policies, and regulations regarding data security and integrity. And when on any property owned or controlled by the State, the Contractor must comply with all security and safety rules, regulations, and policies applicable to people on those premises.

Declaration of Material Assistance/Non-Assistance to a Terrorist Organization. In accordance with R.C. 2909.33(C), Contractor certifies that it meets one of the following conditions:

- (a) Contractor has **not** received, nor will receive as a result of this contract, an aggregate amount greater than one hundred thousand dollars (\$100,000) in business or funding, excluding personal benefits, from the state, instrumentalities, or political subdivisions during the current fiscal year; or
- (b) (1) Contractor has received, or will receive as a result of this contract, an aggregate amount greater than one hundred thousand dollars (\$100,000) in business or funding, excluding personal benefits, from the state, instrumentalities, or political subdivisions during the current fiscal year; and

(2) Contractor has either precertified with the Office of Budget and Management, or has completed the attached Declaration of Material Assistance form certifying that Contractor has not provided material assistance to any organization on the Terrorist Exclusion List, as that term is defined in R.C. 2909.21.

Unresolved Finding for Recovery. If the Contractor was subject to an unresolved finding of the Auditor of State under Revised Code Section 9.24 on the date the parties sign this Contract, the Contract is void.

Further, if the Contractor is subject to an unresolved finding of the Auditor of State under Revised Code Section 9.24 on any date on which the parties renew or extend this Contract, the renewal or extension will be void.

Equal Employment Opportunity. Contractor will comply with all laws of Ohio regarding equal employment opportunity and fair labor and employment practices, including but not limited to Section 125.111 of the Code, and all related Executive Orders of the Governor of Ohio.

Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be submitted to the DAS Equal Opportunity Division to comply with the affirmative action requirements. Affirmative Action Verification Forms and approved Affirmative Action Plans can be found by going to the Equal Opportunity Department web site: <http://66.145.134.46/Divisions/EqualOpportunity/AffirmativeActionProgramVerification/tabid/133/Default.aspx>.

Injunctive Relief. Nothing in this Contract is intended to limit the State's right to injunctive relief, if such is necessary to protect its interests or to keep it whole.

Assignment. The Contractor may not assign this Contract or any of its rights or obligations under this Contract without the prior, written consent of the State. The State is not obligated to provide its consent to any proposed assignment.

Governing Law. This Contract will be governed by the laws of Ohio, and venue for any disputes will lie exclusively with the appropriate court in Franklin County, Ohio.

**ATTACHMENT FIVE
SAMPLE CONTRACT**

**A CONTRACT BETWEEN
THE DEPARTMENT OF ADMINISTRATIVE SERVICES
ON BEHALF OF THE
OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
AND**

(CONTRACTOR)

THIS CONTRACT, which results from RFP 0A1070, entitled ODJFS Call Center Oversight Project, is between the State of Ohio, through the Department of Administrative Services, on behalf of the Ohio Department of Job and Family Services, and _____ (the "Contractor").

This Contract consists of the referenced RFP, including all its attachments and supplements, written amendments to the RFP, the Contractor's Proposal, and written, authorized amendments to the Contractor's Proposal. It also includes any materials incorporated by reference in the above documents and any purchase orders and Change Orders issued under the Contract. The form of the Contract is this one page document, which incorporates by reference all the documents identified above. The General Terms and Conditions for the Contract are contained in an attachment to the RFP. If there are conflicting provisions among the documents that make up the Contract, the order of precedence for the documents is as follows:

1. This document;
2. The RFP, as amended;
3. The documents and materials incorporated by reference in the RFP;
4. The Contractor's Proposal, as amended, clarified, and accepted by the State; and
5. The documents and materials incorporated by reference in the Contractor's Proposal.

Notwithstanding the order listed above, Change Orders and amendments issued after the Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most recent of them will take precedence over anything else that is part of the Contract.

This Contract has an effective date of the later of _____, 20____, or the occurrence of all conditions precedent specified in the General Terms and Conditions.

TO SHOW THEIR AGREEMENT, the parties have executed this Contract as of the dates below.

CONTRACTOR
SERVICES

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE

SAMPLE – DO NOT FILL OUT

By: _____

By: Hugh Quill

Title: _____

Title: Director

Date: _____

Date: _____

ATTACHMENT SIX

OFFEROR CERTIFICATION FORM

1. The offeror is not currently subject to an “unresolved” finding for recovery under Revised Code Section 9.24, and the offeror will notify the Procurement Representative any time it becomes subject to such a finding before the award of a Contract arising out of this RFP.
2. The offeror certifies that it will not and will not allow others to perform work for the State of Ohio outside the geographic limitations contained in Attachment Two or take data that belongs to the State of Ohio outside the geographic limitations contained in Attachment Two without express written authorization from the State.
3. The offeror certifies that its responses to the following statements are true and accurate. The offeror’s answers apply to the last seven years. Please indicate yes or no in each column.

Yes/No	Description
	The offeror has had a contract terminated for default or cause.
	The offeror has been assessed any penalties in excess of \$10,000.00, including liquidated damages, under any of its existing or past contracts with any organization (including any governmental entity).
	The offeror was the subject of any governmental action limiting the right of the offeror to do business with that entity or any other governmental entity.
	Trading in the stock of the company has ever been suspended with the date(s) and explanation(s).
	The offeror, any officer of the offeror, or any owner of a 20% interest or greater in the offeror has filed for bankruptcy, reorganization, a debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding.
	The offeror, any officer of the offeror, or any owner with a 20% interest or greater in the offeror has been convicted of a felony or is currently under indictment on any felony charge.

If the answer to any item above is affirmative, the offeror must provide complete details about the matter. While an affirmative answer to any of these items will not automatically disqualify an offeror from consideration, at the sole discretion of the State, such an answer and a review of the background details may result in a rejection of the Proposal. The State will make this decision based on its determination of the seriousness of the matter, the matter’s possible impact on the offeror’s performance under the Contract, and the best interest of the State.

4. The offeror certifies that neither it nor any of its people that may work on or benefit from the Contract through the offeror has a possible conflict of interest (e.g., employed by the State of Ohio, etc.) other than the conflicts identified immediately below:

Potential Conflicts (by person or entity affected)

(Attach an additional sheet if more space is need.)

The State may reject a Proposal in which an actual or apparent conflict is disclosed. And the State may cancel or terminate the Contract for cause if it discovers any actual or apparent conflict of interest that the offeror did not disclose in its Proposal.

5. The offeror certifies that all its and its subcontractors' personnel provided for the Work will have a valid I-9 form on file with the offeror or subcontractor, as appropriate, and will have presented valid employment authorization documents, if they are not United States citizens.
6. The offeror certifies that its regular, fulltime employees will perform at least 30% of the Work.
7. The following is a complete list of all subcontractors, if any, that the offeror will use on the Work, if the State selects the offeror to do the Work:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

The offeror certifies that it has obtained and submitted a subcontractor letter, as required by Attachment Three, for each subcontractor it plans to use to do the Work.

Please provide the following information for a contact person who has authority to answer questions regarding the offeror's Proposal:

Name:	
Title:	
Mailing Address:	
Office Phone Number:	
Cell Phone Number:	
Fax Number:	
Email Address:	

Signature

Name

Title

Company Name

Company D-U-N-S Number

**ATTACHMENT SEVEN
OFFEROR PROFILE SUMMARY**

OFFEROR REQUIREMENTS

Note: The offeror may duplicate this form as necessary to demonstrate the requirement.

REQUIREMENT #2: Minimum of 36 months experience with Call Center Systems Integration on an enterprise level.

The offeror must describe experience similar to the examples provided here. The offeror must detail experience for as many of the examples as they meet. The offeror is not limited to this experience and is encouraged to provide additional experience if applicable.

- | | |
|--|---|
| <ul style="list-style-type: none"> • Hardware designs • Software designs (Licensing, call flows, host, desktop, server, integration) • Voice Circuit Design (to include VoIP) • Network design (Data, Voice, Video) <ul style="list-style-type: none"> ○ Bandwidth requirements and analysis ○ Failover ○ Fault tolerance ○ Capacity Planning ○ Load balancing ○ High availability • CTI Design • Desktop PC design | <ul style="list-style-type: none"> • Reporting requirements • Display/Real time • Data Definitions and Test • Component Orders • Enterprise topology design documentation • Integrated Customer Relationship Management tools (e.g. Kana, E-Gain) • Next generation single converged QOS multi service network, integrated collaborative contact center technologies of the similar complexity and size as outlined in the "Background" section. |
|--|---|

Company Name:	Contact Name: (Indicate Primary or Alternate)	
	Contact Title:	
Company Address:	Contact Phone Number:	
	Contact Email Address:	
Work Name:	Beginning Date of Experience: <small>Month/Year</small>	Ending Date of Experience: <small>Month/Year</small>
List Related Service Provided:		
Describe how the related service shows the offeror's experience, capability, and capacity to develop the Deliverables or to achieve the Work:		

**ATTACHMENT EIGHT
PERSONNEL PROFILE SUMMARY
(Experience and Qualifications)**

CANDIDATE EDUCATION AND TRAINING

Note: The offeror may duplicate this form as necessary to demonstrate the requirement.

Candidate's Name:

Education and Training. This section must be completed to list the education and training of each key candidate and must demonstrate in detail the key candidate's ability to properly execute the Contract based on the relevance of the education and training to the requirements of the RFP.

EDUCATION AND TRAINING	MONTHS/ YEARS	WHERE OBTAINED	DEGREE/MAJOR YEAR EARNED
College			
Technical School			
Other Training			

**ATTACHMENT EIGHT
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
(Experience and Qualifications)**

First Position – Project Lead Requirements

Note: The offeror may duplicate this form as necessary to demonstrate the requirement.

Candidate's Name:

Requirement #1: Minimum of 24 months prior experience in leading state of the art integrated Call Center projects/engagements of similar topology and complexity as defined in the RFP.

Company Name:	Contact Name: Primary or Alternate	Contact Title:	
Address:		Contact Phone Number:	
		Email Address:	
Work Name:	Beginning Date of Experience: Month/Year	Ending Date of Experience: Month/Year	
Description of technical experience, capacity performed, and role related to services to be provided for the Work:			

**ATTACHMENT EIGHT
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
(Experience and Qualifications)**

First Position – Project Lead Requirements

Note: The offeror may duplicate this form as necessary to demonstrate the requirement.

Candidate's Name:

Requirement #3: Minimum of 24 months experience in providing independent monitoring of telecommunication contracts including quality control and the completion of deliverable items.

Company Name:	Contact Name: Primary or Alternate	Contact Title:	
Address:		Contact Phone Number:	
		Email Address:	
Work Name:	Beginning Date of Experience: Month/Year	Ending Date of Experience: Month/Year	
Description of technical experience, capacity performed, and role related to services to be provided for the Work:			

**ATTACHMENT EIGHT
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
(Experience and Qualifications)**

First Position – Project Lead Requirements

Note: The offeror may duplicate this form as necessary to demonstrate the requirement.

Candidate's Name:

Requirement #4: Minimum of 24 months experience in managing multiple work teams.

Company Name:	Contact Name: <small>Primary or Alternate</small>	Contact Title:	
Address:		Contact Phone Number:	
		Email Address:	
Work Name:	Beginning Date of Experience: <small>Month/Year</small>	Ending Date of Experience: <small>Month/Year</small>	
Description of technical experience, capacity performed, and role related to services to be provided for the Work:			

**ATTACHMENT EIGHT
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
(Experience and Qualifications)**

Second Position – Business Analyst Requirements

Note: The offeror may duplicate this form as necessary to demonstrate the requirement.

Candidate's Name:

Requirement #1: Minimum 24 months experience in Converged Networking/VoIP/Collaborative Contact Center infrastructure environment as a business analyst in defining and documenting business requirements of similar size and complexity.

Company Name:	Contact Name: Primary or Alternate	Contact Title:	
Address:		Contact Phone Number:	
		Email Address:	
Work Name:	Beginning Date of Experience: Month/Year	Ending Date of Experience: Month/Year	
Description of technical experience, capacity performed, and role related to services to be provided for the Work:			

**ATTACHMENT EIGHT
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
(Experience and Qualifications)**

Second Position – Business Analyst Requirements

Note: The offeror may duplicate this form as necessary to demonstrate the requirement.

Candidate's Name:

Requirement #3: Minimum 24 months experience in creation of use case descriptions of business cases to identify development goals and identification of baseline functionality.

Company Name:	Contact Name: Primary or Alternate	Contact Title:	
Address:		Contact Phone Number:	
		Email Address:	
Work Name:	Beginning Date of Experience: Month/Year	Ending Date of Experience: Month/Year	
Description of technical experience, capacity performed, and role related to services to be provided for the Work:			

**ATTACHMENT EIGHT
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
(Experience and Qualifications)**

Second Position – Business Analyst Requirements

Note: The offeror may duplicate this form as necessary to demonstrate the requirement.

Candidate's Name:

Requirement #4: Minimum 24 months experience in working with program areas to identify and develop benchmarks, test scripts for various protocols.

Company Name:	Contact Name: Primary or Alternate	Contact Title:	
Address:		Contact Phone Number:	
		Email Address:	
Work Name:	Beginning Date of Experience: Month/Year	Ending Date of Experience: Month/Year	
Description of technical experience, capacity performed, and role related to services to be provided for the Work:			

**ATTACHMENT EIGHT
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
(Experience and Qualifications)**

Second Position – Business Analyst Requirements

Note: The offeror may duplicate this form as necessary to demonstrate the requirement.

Candidate's Name:

Requirement #5: Minimum 24 months experience in assisting in the testing and validating the Converged Networking/VoIP/Collaborative Contact Center infrastructure including unit testing, system tests, network testing, and user acceptance testing.

Company Name:	Contact Name: Primary or Alternate	Contact Title:	
Address:		Contact Phone Number:	
		Email Address:	
Work Name:	Beginning Date of Experience: Month/Year	Ending Date of Experience: Month/Year	
Description of technical experience, capacity performed, and role related to services to be provided for the Work:			

**ATTACHMENT EIGHT
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
(Experience and Qualifications)**

Third Position – Systems Analyst Requirements

Note: The offeror may duplicate this form as necessary to demonstrate the requirement.

Candidate's Name:

Requirement #1: Minimum 24 months experience in large scale Converged Networking/VoIP/ Collaborative Contact Center infrastructure as a systems analyst in taking business requirements and applying them into a technical solution.

Company Name:	Contact Name: <small>Primary or Alternate</small>	Contact Title:	
Address:		Contact Phone Number:	
		Email Address:	
Work Name:	Beginning Date of Experience: <small>Month/Year</small>	Ending Date of Experience: <small>Month/Year</small>	
Description of technical experience, capacity performed, and role related to services to be provided for the Work:			

**ATTACHMENT EIGHT
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
(Experience and Qualifications)**

Third Position – Systems Analyst Requirements

Note: The offeror may duplicate this form as necessary to demonstrate the requirement.

Candidate's Name:

Requirement #3: Minimum 24 months experience with use case descriptions of business cases to identify technical development goals and identification of baseline functionality.

Company Name:	Contact Name: <small>Primary or Alternate</small>	Contact Title:	
Address:		Contact Phone Number:	
		Email Address:	
Work Name:	Beginning Date of Experience: <small>Month/Year</small>	Ending Date of Experience: <small>Month/Year</small>	
Description of technical experience, capacity performed, and role related to services to be provided for the Work:			

**ATTACHMENT EIGHT
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
(Experience and Qualifications)**

Third Position – Systems Analyst Requirements

Note: The offeror may duplicate this form as necessary to demonstrate the requirement.

Candidate's Name:

Requirement #4: Minimum 24 months experience in developing use test scripts for program areas.

Company Name:	Contact Name: <small>Primary or Alternate</small>	Contact Title:	
Address:		Contact Phone Number:	
		Email Address:	
Work Name:	Beginning Date of Experience: <small>Month/Year</small>	Ending Date of Experience: <small>Month/Year</small>	
Description of technical experience, capacity performed, and role related to services to be provided for the Work:			

**ATTACHMENT EIGHT
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
(Experience and Qualifications)**

Third Position – Systems Analyst Requirements

Note: The offeror may duplicate this form as necessary to demonstrate the requirement.

Candidate's Name:

Requirement #5: Minimum 24 months experience in testing and validation of the Converged Networking/VoIP/Collaborative Contact Center infrastructure including unit testing, systems tests, network testing, and user acceptance testing.

Company Name:	Contact Name: Primary or Alternate	Contact Title:	
Address:		Contact Phone Number:	
		Email Address:	
Work Name:	Beginning Date of Experience: Month/Year	Ending Date of Experience: Month/Year	
Description of technical experience, capacity performed, and role related to services to be provided for the Work:			

**ATTACHMENT EIGHT
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
(Experience and Qualifications)**

Fourth Position – Cisco Internetwork Expert Requirements

Note: The offeror may duplicate this form as necessary to demonstrate the requirement.

Candidate's Name:

Requirement #1: Minimum 36 months designing a single converged QoS multi-service network of similar size and complexity as defined in the "Background" section, including failover, high availability, redundancy, and fault tolerance.

Company Name:	Contact Name: Primary or Alternate	Contact Title:	
Address:		Contact Phone Number:	
		Email Address:	
Work Name:	Beginning Date of Experience: Month/Year	Ending Date of Experience: Month/Year	
Description of technical experience, capacity performed, and role related to services to be provided for the Work:			

**ATTACHMENT EIGHT
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
(Experience and Qualifications)**

Fourth Position – Cisco Internetwork Expert Requirements

Note: The offeror may duplicate this form as necessary to demonstrate the requirement.

Candidate's Name:

Requirement #2: Minimum 36 months designing and implementing a CISCO IPT VoIP telephony enterprise solution of similar size and complexity as defined in the "Background" section, including failover, high availability, redundancy, and fault tolerance.

Company Name:	Contact Name: Primary or Alternate	Contact Title:	
Address:		Contact Phone Number:	
		Email Address:	
Work Name:	Beginning Date of Experience: Month/Year	Ending Date of Experience: Month/Year	
Description of technical experience, capacity performed, and role related to services to be provided for the Work:			

**ATTACHMENT EIGHT
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
(Experience and Qualifications)**

Fourth Position – Cisco Internetwork Expert Requirements

Note: The offeror may duplicate this form as necessary to demonstrate the requirement.

Candidate's Name:

Requirement #4: Minimum 36 months experience integrating VoIP technologies with traditional TDM telephony and call center solutions.

Company Name:	Contact Name: Primary or Alternate	Contact Title:	
Address:		Contact Phone Number:	
		Email Address:	
Work Name:	Beginning Date of Experience: Month/Year	Ending Date of Experience: Month/Year	
Description of technical experience, capacity performed, and role related to services to be provided for the Work:			

**ATTACHMENT EIGHT
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
(Experience and Qualifications)**

Fifth Position – Lead Technical Analyst Requirements

Note: The offeror may duplicate this form as necessary to demonstrate the requirement.

Candidate's Name:

Requirement #1: Minimum 36 months experience in conducting technical review of Converged Networking/VoIP/Collaborative Contact Center infrastructure, support systems and evaluation of technical solutions and options proposed by the vendor.

Company Name:	Contact Name: Primary or Alternate	Contact Title:	
Address:		Contact Phone Number:	
		Email Address:	
Work Name:	Beginning Date of Experience: Month/Year	Ending Date of Experience: Month/Year	
Description of technical experience, capacity performed, and role related to services to be provided for the Work:			

**ATTACHMENT EIGHT
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
(Experience and Qualifications)**

Fifth Position – Lead Technical Analyst Requirements

Note: The offeror may duplicate this form as necessary to demonstrate the requirement.

Candidate's Name:

Requirement #2: Minimum 36 months experience in monitoring of Call Center environments and identification of improvement opportunities.

Company Name:	Contact Name: Primary or Alternate	Contact Title:	
Address:		Contact Phone Number:	
		Email Address:	
Work Name:	Beginning Date of Experience: Month/Year	Ending Date of Experience: Month/Year	
Description of technical experience, capacity performed, and role related to services to be provided for the Work:			

**ATTACHMENT EIGHT
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
(Experience and Qualifications)**

Fifth Position – Lead Technical Analyst Requirements

Note: The offeror may duplicate this form as necessary to demonstrate the requirement.

Candidate's Name:

Requirement #3: Minimum 36 months experience in developing and implementing test plans for the Call Center environment.

Company Name:	Contact Name: Primary or Alternate	Contact Title:	
Address:		Contact Phone Number:	
		Email Address:	
Work Name:	Beginning Date of Experience: Month/Year	Ending Date of Experience: Month/Year	
Description of technical experience, capacity performed, and role related to services to be provided for the Work:			

**ATTACHMENT EIGHT
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
(Experience and Qualifications)**

Fifth Position – Lead Technical Analyst Requirements

Note: The offeror may duplicate this form as necessary to demonstrate the requirement.

Candidate's Name:

Requirement #4: Minimum of 36 months development experience in the full software development lifecycle.

Company Name:	Contact Name: Primary or Alternate	Contact Title:	
Address:		Contact Phone Number:	
		Email Address:	
Work Name:	Beginning Date of Experience: Month/Year	Ending Date of Experience: Month/Year	
Description of technical experience, capacity performed, and role related to services to be provided for the Work:			

**ATTACHMENT EIGHT
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
(Experience and Qualifications)**

Team Requirements

Note: The offeror may duplicate this form as necessary to demonstrate the requirement.

Candidate's Name:

Requirement #1: Minimum 36 months experience in technical review and evaluation of web development proposals, content and technical solutions.

Company Name:	Contact Name: Primary or Alternate	Contact Title:	
Address:		Contact Phone Number:	
		Email Address:	
Work Name:	Beginning Date of Experience: Month/Year	Ending Date of Experience: Month/Year	
Description of technical experience, capacity performed, and role related to services to be provided for the Work:			

**ATTACHMENT EIGHT
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
(Experience and Qualifications)**

Team Requirements

Note: The offeror may duplicate this form as necessary to demonstrate the requirement.

Candidate's Name:

Requirement #3: Minimum 36 months experience in conducting technical review of Rockwell ACD environment support systems and identification and/or evaluation of proposed technical solutions of similar size and complexity.

Company Name:	Contact Name: Primary or Alternate	Contact Title:	
Address:		Contact Phone Number:	
		Email Address:	
Work Name:	Beginning Date of Experience: Month/Year	Ending Date of Experience: Month/Year	
Description of technical experience, capacity performed, and role related to services to be provided for the Work:			

**ATTACHMENT EIGHT
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
(Experience and Qualifications)**

Team Requirements

Note: The offeror may duplicate this form as necessary to demonstrate the requirement.

Candidate's Name:

Requirement #4: Minimum 36 months experience in PBX design and administration. The current ODJFS standard is Nortel.

Company Name:	Contact Name: <small>Primary or Alternate</small>	Contact Title:	
Address:		Contact Phone Number:	
		Email Address:	
Work Name:	Beginning Date of Experience: <small>Month/Year</small>	Ending Date of Experience: <small>Month/Year</small>	
Description of technical experience, capacity performed, and role related to services to be provided for the Work:			

**ATTACHMENT EIGHT
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
(Experience and Qualifications)**

Team Requirements

Note: The offeror may duplicate this form as necessary to demonstrate the requirement.

Candidate's Name:

Requirement #5: Minimum 36 months experience in design and administration of Leased Voice Circuit (T1, DS3, OC3, OptiMan WAN Ethernet/Broadband services, CSU/DSU, etc.).

Company Name:	Contact Name: Primary or Alternate	Contact Title:	
Address:		Contact Phone Number:	
		Email Address:	
Work Name:	Beginning Date of Experience: Month/Year	Ending Date of Experience: Month/Year	
Description of technical experience, capacity performed, and role related to services to be provided for the Work:			

**ATTACHMENT EIGHT
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
(Experience and Qualifications)**

Team Requirements

Note: The offeror may duplicate this form as necessary to demonstrate the requirement.

Candidate's Name:

Requirement #6: Minimum 36 months experience in related Software, Hardware and Operating Systems designs (Licensing, call flows, host, desktop, server, integration).

Company Name:	Contact Name: Primary or Alternate	Contact Title:	
Address:		Contact Phone Number:	
		Email Address:	
Work Name:	Beginning Date of Experience: Month/Year	Ending Date of Experience: Month/Year	
Description of technical experience, capacity performed, and role related to services to be provided for the Work:			

**ATTACHMENT EIGHT
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
(Experience and Qualifications)**

Team Requirements

Note: The offeror may duplicate this form as necessary to demonstrate the requirement.

Candidate's Name:

Requirement #7: Minimum 36 months experience in Network design (Data, Voice, Video), for a Single Quality of Service Multi Service Network (e.g. the integration of Data, Voice and Video) including:

- Bandwidth requirements and analysis
- Failover
- Fault tolerance
- Capacity Planning
- Load balancing
- High availability

Company Name:	Contact Name: <small>Primary or Alternate</small>	Contact Title:	
Address:		Contact Phone Number:	
		Email Address:	
Work Name:		Beginning Date of Experience: <small>Month/Year</small>	Ending Date of Experience: <small>Month/Year</small>
Description of technical experience, capacity performed, and role related to services to be provided for the Work:			

**ATTACHMENT EIGHT
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
(Experience and Qualifications)**

Team Requirements

Note: The offeror may duplicate this form as necessary to demonstrate the requirement.

Candidate's Name:

Requirement #9: Minimum 36 months experience in developing and supporting State of the Art Integrated Collaborative Call Center Technology Applications.

Company Name:	Contact Name: <small>Primary or Alternate</small>	Contact Title:	
Address:		Contact Phone Number:	
		Email Address:	
Work Name:	Beginning Date of Experience: <small>Month/Year</small>	Ending Date of Experience: <small>Month/Year</small>	
Description of technical experience, capacity performed, and role related to services to be provided for the Work:			

**ATTACHMENT NINE
COST SUMMARY**

First Position Project Lead	Period	Hourly Rate	Maximum Hours	Total Yearly Cost
Name:	Initial Contract Period (through June 30, 2011)	\$	X 2600 =	\$
	First Renewal Period FY2012/FY2013	\$	X 4160 =	\$
	Second Renewal Period FY2014/FY2015	\$	X 4160 =	\$
	Third Renewal Period FY2016/FY2017	\$	X 4160 =	\$
SUBTOTAL PRICE 1:				\$

Second Position Business Analyst	Period	Hourly Rate	Maximum Hours	Total Yearly Cost
Name:	Initial Contract Period (through June 30, 2011)	\$	X 2600 =	\$
	First Renewal Period FY2012/FY2013	\$	X 4160 =	\$
	Second Renewal Period FY2014/FY2015	\$	X 4160 =	\$
	Third Renewal Period FY2016/FY2017	\$	X 4160 =	\$
SUBTOTAL PRICE 2:				\$

**ATTACHMENT NINE
COST SUMMARY FORM (Continued)**

Third Position Systems Analyst	Period	Hourly Rate	Maximum Hours	Total Yearly Cost
Name:	Initial Contract Period (through June 30, 2011)	\$	X 2600 =	\$
	First Renewal Period FY2012/FY2013	\$	X 4160 =	\$
	Second Renewal Period FY2014/FY2015	\$	X 4160 =	\$
	Third Renewal Period FY2016/FY2017	\$	X 4160 =	\$
SUBTOTAL PRICE 3:				\$

Fourth Position Cisco Internetwork Expert	Period	Hourly Rate	Maximum Hours	Total Cost	Yearly
Name:	Initial Contract Period (through June 30, 2011)	\$	X 2600 =	\$	
	First Renewal Period FY2012/FY2013	\$	X 4160 =	\$	
	Second Renewal Period FY2014/FY2015	\$	X 4160 =	\$	
	Third Renewal Period FY2016/FY2017	\$	X 4160 =	\$	
SUBTOTAL PRICE 4:				\$	

**ATTACHMENT NINE
COST SUMMARY FORM (CONTINUED)**

Fifth Position Lead Technical Analyst	Period	Hourly Rate	Maximum Hours	Total Yearly Cost
Name:	Initial Contract Period (through June 30, 2011)	\$	X 2600 =	\$
	First Renewal Period FY2012/FY2013	\$	X 4160 =	\$
	Second Renewal Period FY2014/FY2015	\$	X 4160 =	\$
	Third Renewal Period FY2016/FY2017	\$	X 4160 =	\$
SUBTOTAL PRICE 5:				\$

Subject Matter Experts (SME) (Three candidates)	Period	Hourly Rate	Maximum Hours	Total Yearly Cost
Names:	Initial Contract Period (through June 30, 2011)	\$	X 7800 (2600 per position) =	\$
1)	First Renewal Period FY2012/FY2013	\$	X 12480 (4160 per position)	\$
2)	Second Renewal Period FY2014/FY2015	\$	X 12480 (4160 per position) =	\$
3)	Third Renewal Period FY2016/FY2017	\$	X 12480 (4160 per position) =	\$
SUBTOTAL PRICE 6:				\$

**ATTACHMENT NINE
COST SUMMARY FORM (CONTINUED)**

Travel Expenses

Maximum travel expenses per person per year: \$10,000.00

Period	Total Yearly Cost
Maximum travel expenses for initial contract period: (6 x \$10,000) x 1/6 year	\$10,000.00
Maximum travel expenses for first full year (remainder of initial contract period): 6 x \$10,000	\$60,000.00
Maximum travel expenses for first full renewal period: (6 x \$10,000) x 2	\$120,000.00
Maximum travel expenses for second full renewal period: (6 x \$10,000) x 2	\$120,000.00
Maximum travel expenses for third full renewal period: (6 x \$10,000) x 2	\$120,000.00
Maximum travel expenses for term of contract: SUBTOTAL PRICE 7:	\$430,000.00*

***Travel has been determined by ODJFS. This cost must not be modified by the Offeror and must be included in the total not-to-exceed fixed price for the contract.**

TOTAL NOT-TO-EXCEED FIXED PRICE FOR THE CONTRACT (Sum of Subtotal Prices 1, 2, 3, 4, 5, 6 and 7)	\$
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Supplement Header

The following pages contain supplemental information for this competitive document. The supplemental information is contained between this header and a trailer page. If you receive the trailer page, all supplemental information has been received.

If you do not receive the trailer page of this supplemental, use the inquiry process described in the document to notify the Procurement Representative.

Note: portions of the supplemental information provided may or may not contain page numbers. The total number of pages indicated on the RFP cover page does not include pages contained in these supplements.

SUPPLEMENT ONE

W-9 FORM

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.	Name		
	Business name, if different from above		
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)	
	City, state, and ZIP code		
List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 2.

Social security number								
OR								
Employer identification number								

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. person (including a U.S. resident alien).

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 arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the Instructions on page 2.)

Sign Here	Signature of U.S. person ▶	Date ▶
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Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments after December 31, 2001 (29% after December 31, 2003). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions on page 2 and the separate Instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

SUPPLEMENT TWO

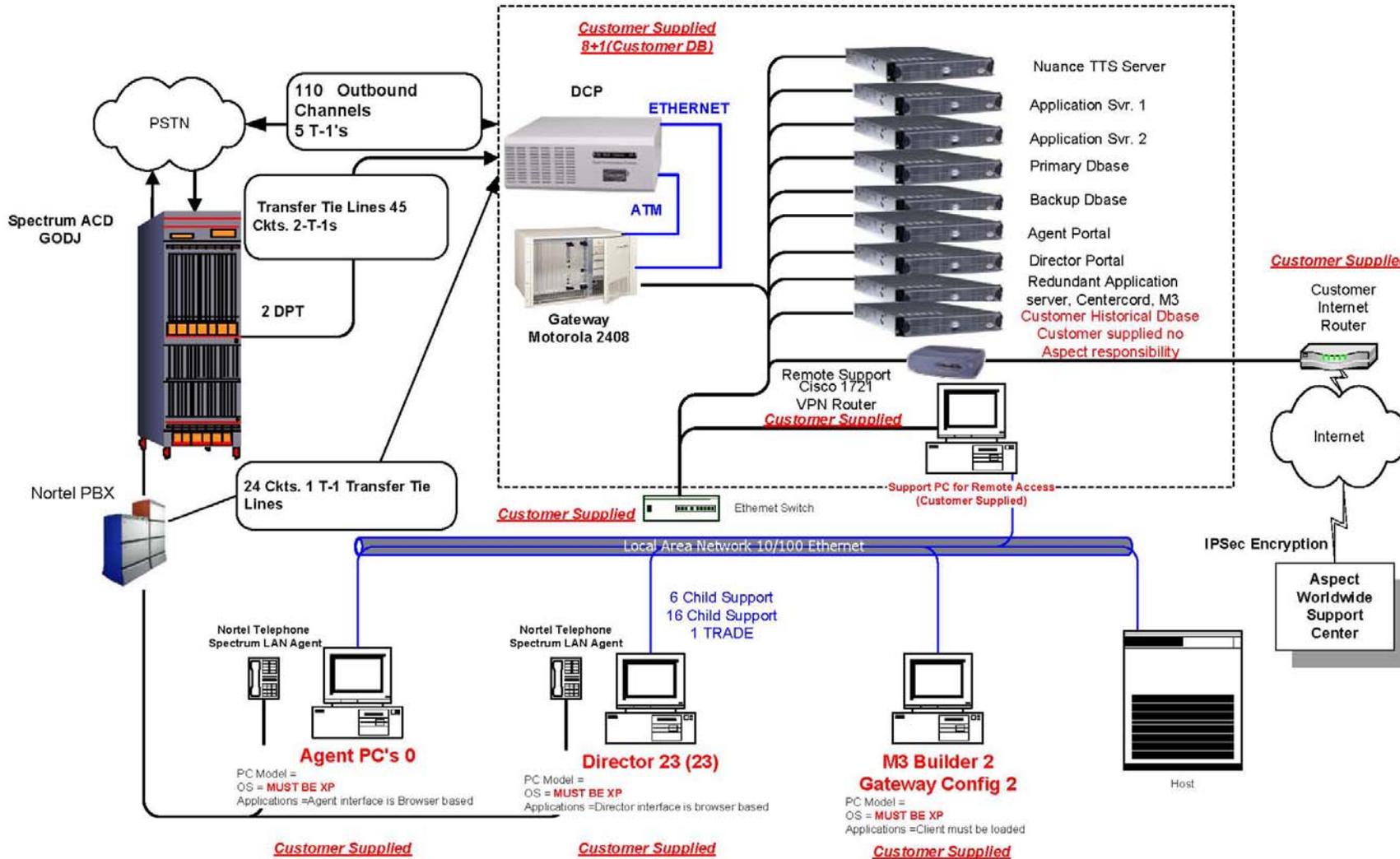
Aspect Spectrum Outbound Ensemble Pro 6.0.1 diagram

ASPECT SPECTRUM OUTBOUND

Ohio Department of Job and Family Services Columbus Ohio

 Aspect		EsemblePro Narrowband	
Agent Configuration # ACD = # Supervisors = 23 # AOD = # Rmt Monitor = # Blend = 0		Site Code Version: 12.0 Date: 4/26/06 SC: Greg Copeland SIM:	
System Components # Outbound trunks = 90 # Inbound trunks = # IVR trunks # Transfer trunks = 0 # Music source(s) = 1			

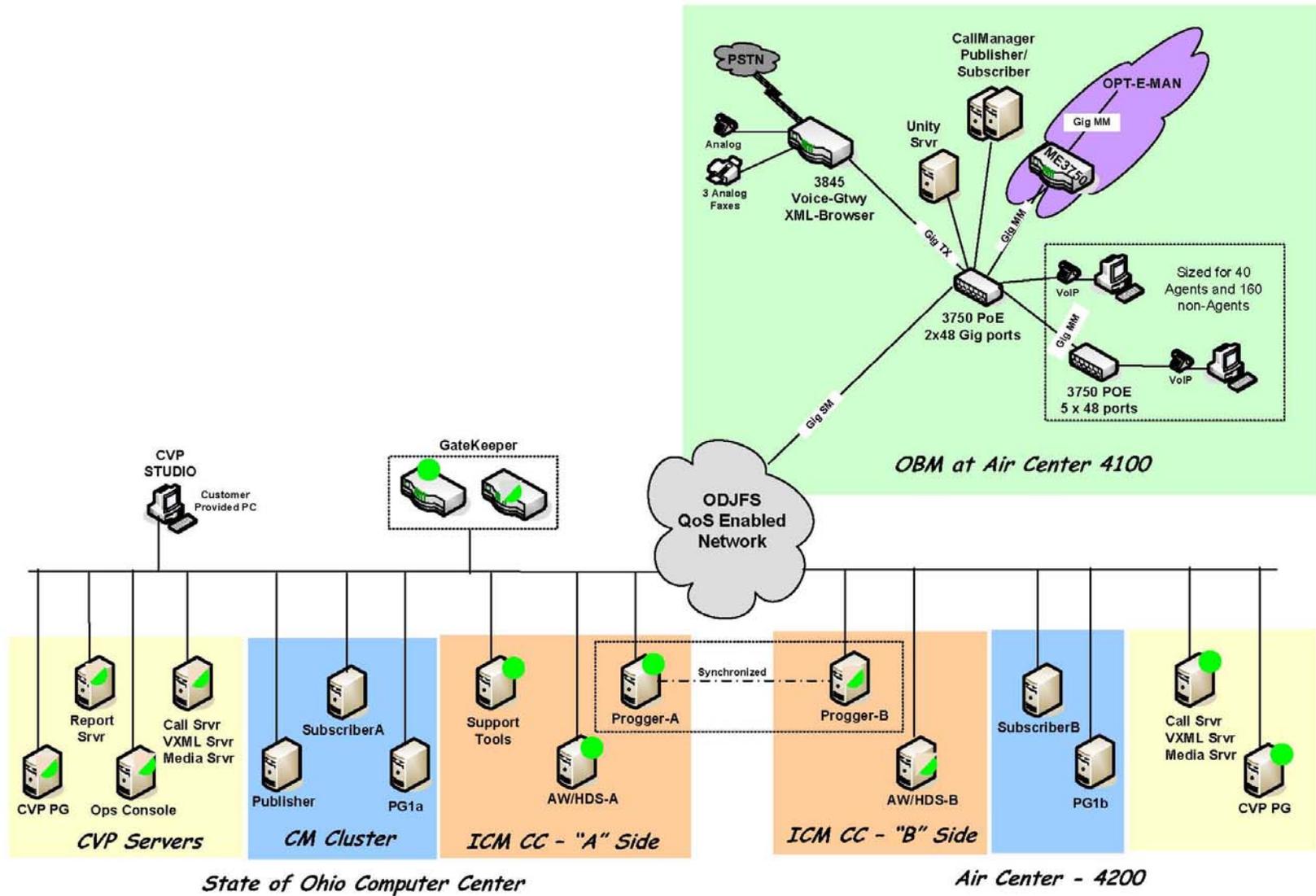
EnsemblePro 6.0.1



SUPPLEMENT THREE

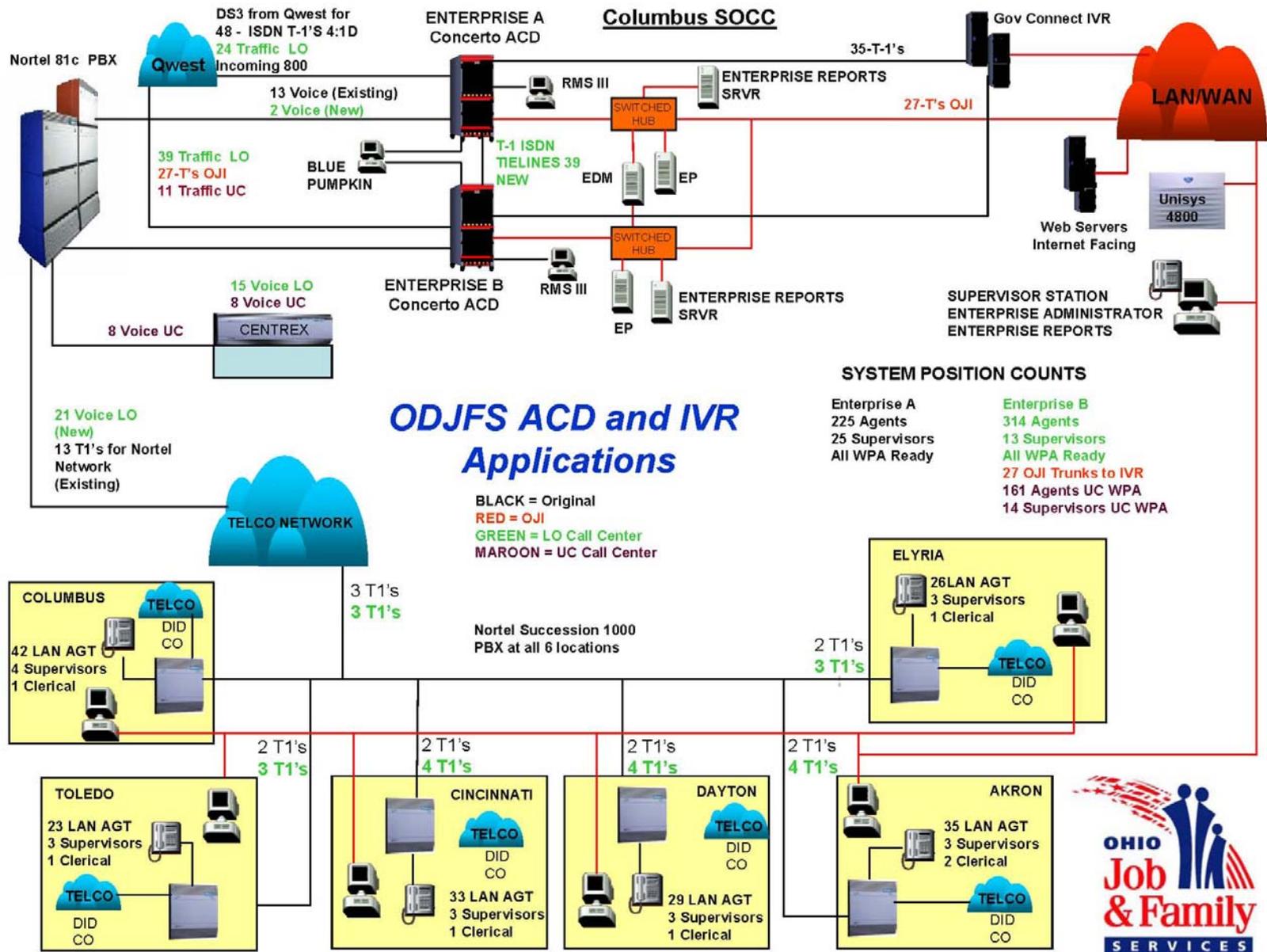
OSS CCT Technical Architecture diagram

OSS CCT Technical Architecture



SUPPLEMENT FOUR

ODJFS ACD IVR Topology diagram



Supplement Trailer