

# REQUEST FOR PROPOSALS

RFP NUMBER: 0A1099  
DATE ISSUED: July 27, 2012

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:

## JFS Telephony and Contact Center Services

INQUIRY PERIOD BEGINS: July 27, 2012  
INQUIRY PERIOD ENDS: August 13, 2012  
OPENING DATE: August 20, 2012  
OPENING TIME: 1:00 P.M.  
OPENING LOCATION: Department of Administrative Services  
I.T. Procurement Services  
Bid Room  
4200 Surface Road  
Columbus, Ohio 43228

This RFP consists of five parts and 13 attachments, totaling 140 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 has asked the Department of Administrative Services to solicit competitive sealed proposals (“Proposals”) for telephony and contact center services (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, 2013, whichever is sooner. The State may renew this Contract for up to five years, in one year increments, 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 Ohio Department 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.** During the latter half of Calendar Year 2010 ODJFS began migrating state agency and county phone systems to the ODJFS Solution using the Cisco Voice over Internet Protocol (VoIP) platform, utilizing either the Unified Communications Manager (CM) or Unified Communications Manager Express (CME) solutions. A segment of the state agency has been migrated to Cisco VoIP and a project is underway to address the remainder of the agency. As of this date 28 county phone systems have been or are in the process of being migrated to Cisco VoIP, and 6 phone systems are on the waiting list to be addressed. Although many of the county phone systems have been addressed, the waiting list continues to grow at a rate faster than what can be addressed by ODJFS personnel in a timely manner.

The Department of Administrative Services recently awarded a contract for Next Generation Telephony System (NGTS) services that will be offered to all state and local government entities, including counties. After October 1, 2012 the State will begin offering The Next Generation Telephony System (NGTS) services.

ODJFS county entities will be able to acquire VoIP services through this Contract (on premise) or through the NGTS (hosted services) agreement. All ODJFS county entities on the VoIP telephony waiting list will be presented information, when available, regarding the forthcoming NGTS implementation in order to make an informed decision.

After the completion of the State of Ohio legacy phone migration using NGTS (projected for completion by the beginning of the state’s FY14, July 1, 2013) ODJFS county entities seeking state-provided VoIP telephony services will be solely offered the State NGTS solution; ODJFS will no longer offer the VoIP telephony services using this Contract.

In addition, these ODJFS county entities can also pursue options through non-government entities. Counties should consider their options based on functionality, features, integration and pricing/total cost of ownership.

Within the Contact Center environment ODJFS is currently supporting a multi-vendor solution of which the main components are the Automated Call Distribution (ACD) and Interactive Voice Response (IVR) platforms. Currently there are two different Contact Center Environments; the legacy contact center consists of Aspect ACD and First Data IVR solutions. The Cisco Unified Contact Center Enterprise (UCCE) with Customer Voice Portal (CVP) product is the current standard. The UCCE and CVP Systems support the more recent ACD and IVR builds. Together, this infrastructure supports the ODJFS contact center needs. This RFP is the vehicle to migrate. As determined by ODJFS, the ODJFS legacy contact center customers to the Cisco UCCE. All migrations and new implementations to the Cisco UCCE environment will be addressed as separate project initiatives within the terms of this RFP.

ODJFS currently operates as the IT management and service organization for county JFS agencies and will continue to provide the Telephony and Contact Center Services as county agencies adopt the statewide NGTS service. This provides county agencies with a one-stop service provider that manages all aspects of their VoIP, ACD, and IVR services.

Work completed by the Contractor will be authorized via an Interim Deliverable Agreement (IDA) approved by the State. Each county or ODJFS program area request will be addressed as a separate project, with pricing based on the VoIP telephony and contact center labor rates documented in the awarded Contract.

#### Existing Interactive Voice Response (IVR) systems

The agency currently supports five major IVR applications. These applications service the following areas.

- Ohio Health Plans (OHP)
- Office of Child Support (OCS)
- Unemployment Compensation (UC)
- Unemployment Compensation Review Commission (UCRC)
- Unemployment Compensation Tax (UCTax)

With the exception of the UC IVR application, these IVR applications are built on a proprietary platform called AccessNet® from First Data. This platform has supported the needs for these business units for the past 8 to 10 years, depending on the application. The First Data applications are supported by a production environment composed of voice servers, web servers, database clusters, load balanced application servers, statistical servers, log server, and test servers; all of which run on a non-virtualized Microsoft platform. The IVR applications integrate with host systems via API, web services, FTP, and E-Directory/LDAP. Other features include: text to speech and multi-lingual support. The IVR environment was designed with redundancy in mind and three of the applications (UC, OHP and OCS) were built with a fully redundant hot site.

The UC IVR application is the exception in the environment as this application was recently ported to the agency's next generation enterprise Cisco Unified Contact Center (UCCE) with Customer Voice Portal (CVP) platform. This migration was completed in December, 2011 and the system has been running on the new solution since that time. As with the First Data environment, this next generation solution was built using a scalable and high-availability design.

#### AUTOMATIC CALL DISTRIBUTION (ACD) SYSTEMS

ODJFS currently supports a multi-vendor ACD environment as well. This environment includes a legacy Aspect Spectrum (formerly Rockwell) platform which is the enterprise call distribution system used for all ODJFS call centers. In addition to the legacy platform, ODJFS and the OBM Ohio Shared Services have partnered to build a solution on the Cisco Unified Contact Center Enterprise (UCCE) product.

A total of 12 business areas utilize the legacy ACD solution. The largest Aspect ACD user group is UC Local Operations, comprised of six (6) call centers located in the following areas: Columbus, Toledo, Dayton, Cincinnati, Akron, and Lorain and 16 processing centers located throughout Ohio. UC also has several other groups such as UC Tax, and Trade and Special Claims all of which are located within Columbus campus buildings. The other divisions using the ACD system are predominately located within

Columbus campus buildings, with some additional utilization at locations throughout the state. The current legacy system is licensed for 1000 agents. ODJFS has performed analysis of the number of concurrent logged in agents to understand concurrent agent licensing needs for the Cisco UCCE platform.

The Cisco UCCE environment is currently deployed for 40 agents at Ohio Shared Services. The infrastructure this environment was built upon is designed to handle up to 2000 concurrent agents.

#### ARCHITECTURE - LEGACY (ASPECT ACD / FIRST DATA IVRS)

The current legacy systems reside on a variety of infrastructure platforms ranging from Microsoft servers, SQL database servers, Sun servers, and a wide array of proprietary hardware components and cabinets in the ACD and IVR environment. As a result, ODJFS requires support from various vendors for the ongoing support, configuration, and maintenance of these platforms.

In conjunction with reliance on vendors to support the proprietary platforms in the contact center space, the legacy solutions in place today require dedicated resources for each platform and for each application. This architecture requirement limits the ability to utilize the resources throughout the environment efficiently.

#### Architecture - Cisco Unified Contact Center Enterprise

The UC IVR application was recently migrated to the Cisco UCCE with CVP environment. This migration completed in December of 2011 and leveraged the UCCE infrastructure that was built as part of the OSS and ODJFS collaborative effort. The environment was designed and deployed with high-availability, redundancy and scalability in mind. This solution is a mix of Cisco infrastructure components, Microsoft Servers, and SQL database servers which make up the contact center suite of products all under a single vendor solution.

This UCCE platform allows for resources in the Contact Center to be centralized and pooled making these resources available to any or all of the applications within the solution (both ACD and IVR). As a result, more effective and efficient use of circuits and system resources is achievable reducing the amount of infrastructure needed to support the demands of the customers.

**Objectives.** The State has the following objectives that it wants the work to fulfill, and it will be the Contractor's obligation to ensure that the Work meets these objectives. The objectives of the Ohio Department of Job and Family Services Telephony and Contact Center Services initiative include:

- Addressing county requests for VoIP telephone systems and contact center functionality;
- Addressing agency program area requests to migrate legacy ACD and IVR services to the UCCE environment; and
- Addressing agency program area request for new implementation of ACD and IVR services in the UCCE environment.

**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 offeror awarded this Contract will be expected to be capable of performing the following roles and tasks.

- Contract Management
- Project Management
- Proposal Development
- Requirements Analysis
- Business Design
- Technical Design

- Solution Design
- Solution Implementation
- Solution Testing
- Load Testing
- Training
- Production Deployment
- Transition to Production Support

The Contractor will also be responsible for providing the technical staff to aid the Department of Job and Family Services with completing all or a portion of the roles, tasks and activities,.

The work for this project will be defined using the IDA model. The Contractor must work with designated State staff, to develop deliverables for each defined interval at any time during the Contract. The deliverables will be negotiated prior to the start of each interval and will be monitored throughout the interval and the life of the Contract. The State and the Contractor will agree in writing, during the course of the Contract, to specific work assignments, sub-deliverables, due dates, Contractor staffing requirements (based on positions and associated hourly rates in the Contract), State resources and the proposed deliverable agreement for the defined interval. A deliverable or sub-deliverable may be identified as a work product or hours toward completion of a work product. The IDA documents must be developed and submitted for State approval at least 30 days prior to the interval start date. An IDA is not effective until the State (ODJFS and DAS) and Contractor have approved and signed the agreement. All IDA content (deliverables, including sub-deliverables, Work Breakdown Schedules (WBS) with due dates, etc.) will be amended to the Contract. IDAs are expected to be a combination of distinct projects, tasks, or reports and activities that will be consultative and billed on the basis of time and materials or as a deliverable completion as agreed to by the State and the Contractor.

### **Mandatory Requirement Overview**

At the time of responding to this RFP and during the term of the contract, selected offeror must hold and keep current the following Cisco certifications and specializations:

- Cisco Authorized Technology Provider Certified for Unified Contact Center Enterprise
- Cisco Authorized Technology Provider Certified for Customer Voice Portal
- Cisco Master Unified Communications Specialized Partner
- Cisco Advanced Routing and Switching Specialized Partner
- Cisco Advanced Unified Computing Technology Specialized Partner

**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:	July 27, 2012
Inquiry Period Begins:	July 27, 2012
Inquiry Period Ends:	August 13, 2012, at 8:00 a.m.
Proposal Due Date:	August 20, 2012, at 1:00 p.m.

Estimated Dates

Key Team Member Interviews: Week of August 27, 2012  
Award Date: September 3, 2012

Estimated Work Dates

Work Begins: September 7, 2012

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 eleven 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:**

- 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 Affirmation and Disclosure Form – EO 2011-12K
- Attachment Ten INTENTIONALLY DELETED
- Attachment Eleven Cost Summary
- Attachment Twelve County VoIP Project Scenario
- Attachment Thirteen ACD and IVR/CVP Project Scenarios

**Supplements:**

- Supplement One W-9 Form
- Supplement Two Details System Design – Call Flow
- Supplement Three Details System Design – Call Processing Flow
- Supplement Four Import/Export File/Data Elements
- Supplement Five Detail System Design

### 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:

Jackie Flemmings  
Acquisition Analyst  
Department of Administrative Services  
Office of Information Technology  
30 E. Broad Street, 39<sup>th</sup> Floor  
Columbus, Ohio 43215

During the performance of the Work, a State representative (the "ODJFS Contract Manager") will represent the Ohio Department of Job and Family Services and be the primary contact for the Work. The State will designate the ODJFS Contract Manager 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's Procurement Website at <http://ohio.gov/procure>;
- 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 seven 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 both the “JFS Telephony and Contact Center Services RFP – Technical Proposal” or “JFS Telephony and Contact Center Services 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.

**Protests.** Any prospective or actual offeror may file a protest of the award of the Contract, or any other matter relating to the process of soliciting the proposals.

A protest based on alleged improprieties in the process of soliciting proposals or in the issuance of the RFP or any other event which occurs before the due date for proposals, which is apparent or should be apparent prior to the proposal due date, must be filed no later than five business days after the proposal due date.

A protest based upon the evaluation committee's recommendations for the award of the Contract must be filed no later than ten business days after the award date of the Contract.

Protest must be in writing and contain the following information:

- a) The name, address and telephone number of the protestor;
- b) The name and number of the RFP being protested;
- c) A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;
- d) A statement as to the form of relief requested from DAS; and
- e) Any other information the protestor believes to be essential to the determination of the factual and legal questions at issue.

DAS may elect to consider an untimely protest. An untimely protest is one received by the DAS Bid Desk after the time periods set above. In addition to the information requested above, untimely protests must include an explanation of why the protest was not made within the required time frame.

All protests must be filed at the following location:

Ohio Department of Administrative Services  
Bid Desk  
4200 Surface Road  
Columbus, Ohio 43228

#### **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 Project 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.

The proposed candidates, from the offeror(s) that rank the highest in the evaluation process, may be invited to interview for the following positions: Project Manager, Senior Java Developer, and Business Analyst. The interviews will be conducted at a State facility in Columbus, Ohio. All costs associated with the interviews are the sole responsibility of the offeror.

The interviews will be structured around standard sets of oral and written questions. The same sets of questions will be used for all proposed candidates for each designated position. The interviews will be scheduled at the discretion of the evaluation committee. At its own expense, the offeror must make all candidates available on-site within five business days following the State's notification.

Failure to provide the proposed candidates at the scheduled interview time may result in an offeror's proposal being rejected.

**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 5 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 Executive Order, EO 2011-12K incorporated by reference in the RFP;
5. The Contractor's Proposal, as amended, clarified, and accepted by the State; and
6. 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**

**Mandatory Requirements.** The first table lists this RFP’s mandatory requirements. If the offeror’s Proposal meets all the mandatory requirements, the offeror’s Proposal may be included in the next part of the technical evaluation phase described in the next table.

<b>Offeror Mandatory Requirements (THE MANDATORY REQUIREMENTS MUST BE EXPERIENCE FROM THE OFFEROR. OFFEROR PROVIDE PROOF OF THE CERTIFICATION IN THEIR PROPOSAL)</b> At the time of responding to this RFP and during the term of the contract, the selected offeror must hold and keep current the following Cisco certifications and specializations:	<b>Does Not Meet</b>	<b>Meets</b>
1. Cisco Authorized Technology Provider Certified for Unified Contact Center Enterprise	<b>Reject</b>	<b>Review</b>
2. Cisco Authorized Technology Provider Certified for Customer Voice Portal	<b>Reject</b>	<b>Review</b>
3. Cisco Master Unified Communications Specialized Partner	<b>Reject</b>	<b>Review</b>
4. Cisco Advanced Routing and Switching Specialized Partner	<b>Reject</b>	<b>Review</b>
5. Cisco Advanced Unified Computing Technology Specialized Partner	<b>Reject</b>	<b>Review</b>

**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:

In the technical evaluation phase, the State will rate the technical merits of the Proposals based on the following criteria and weight assigned to each criterion:

<b>Scored Criteria</b>				
<b>Offeror Experience Criteria (Must be experience from the offeror. Details will be provided in the appropriate part of the Offeror Profile Summary Form, in Attachment Seven to this RFP.)</b>	<b>Weight</b>	<b>Does Not Meet</b>	<b>Meets</b>	<b>Exceeds</b>
1. The offeror must have experience on a minimum of three projects performing design, development and installation of Voice over Internet Protocol (VoIP) Telephony technology in the Cisco Communications Manager Express (CME) environment.	3	0	5	7
2. The offeror must have experience on a minimum of three projects performing design, development and installation of Voice over Internet Protocol (VoIP) Telephony technology in the Cisco Communications Manager (CM) environment.	3	0	5	7
3. The offeror must have experience on a minimum of three projects performing design, development and installation of Automated Call Distribution (ACD) technology in the Cisco Unified Contact Center Enterprise (UCCE) environment.	5	0	5	7

4. The offeror must have experience on a minimum of three projects performing design, development and installation of Interactive Voice Response (IVR) / Customer Voice Portal (CVP) technology in the Cisco Unified Contact Center Enterprise (UCCE) environment.	5	0	5	7
--	---	---	---	---

**Work Team Criteria.** The offeror must submit a team to do the Work that collectively meets all the team criteria. The experience of multiple candidates may NOT be combined to meet a single criterion. Each candidate proposed for the Work team must meet at least one criterion. **Fully Completed Personnel Profile Summary Forms must be provided for the following positions:**

- Project Manager
- VoIP Telephony Business Analyst
- Contact Center Business Analyst
- VoIP Telephony Engineer
- Contact Center ACD Engineer
- Contact Center CVP Engineer
- Contact Center ACD Developer
- Contact Center CVP Developer

**Project Manager Criteria.** The following criteria will be evaluated for the Project Manager being proposed for this Project. The criteria may only be filled by the Project Manager proposed for the project. The Project Manager must be an employee of the offeror.

Project Manager Experience Criteria	Weight	Does Not Meet	Meets	Exceeds
1. The proposed candidate must have a minimum of 24 months experience leading requirements analysis, design, development and installation of Voice over Internet Protocol (VoIP) Telephony Services in the Cisco Communications Manager Express (CME) environment.	3	0	5	7
2. The proposed candidate must have a minimum of 24 months experience leading requirements analysis, design, development and installation of Voice over Internet Protocol (VoIP) Telephony Services in the Cisco Communications Manager (CM) environment.	3	0	5	7
3. The proposed candidate must have a minimum of 24 months experience leading requirements analysis, design, development and installation of Automated Call Distribution (ACD) technology in the Cisco Unified Contact Center Enterprise (UCCE) environment.	5	0	5	7
4. The proposed candidate must have a minimum of 24 months experience leading requirements analysis, design, development and installation of Customer Voice Portal (CVP) technology in the Cisco Unified Contact Center Enterprise (UCCE) environment.	5	0	5	7
5. The proposed candidate must have Project Management Professional (PMP) certification.	3	0	5	

**VoIP Telephony Business Analyst Criteria.** The following criteria will be evaluated for the VoIP Telephony Business Analyst being proposed for this Project. Previous experience of the candidate submitted for Project Manager may not be used to meet these criteria.

Completed Personnel Profile Summary Forms are not required for each VoIP Telephony Business Analyst as part of the proposal submission. The offeror must submit only one VoIP Telephony Business Analyst for evaluation and scoring purposes. After award and as needed, the successful Contactor must provide additional names, resumes, and certifications for VoIP Telephony Business Analyst candidates demonstrating that each candidate meets or exceeds the experience requirements for the VoIP Telephony Business Analyst position.

<b>VoIP Telephony Business Analyst Criteria.</b>	<b>Weight</b>	<b>Does Not Meet</b>	<b>Meets</b>	<b>Exceeds</b>
1. The proposed candidate must have a minimum of 24 months experience performing requirements analysis and design of Voice over Internet Protocol (VoIP) Telephony technology in the Cisco Communications Manager Express (CME) environment.	3	0	5	7
2. The proposed candidate must have a minimum of 24 months experience performing requirements analysis and design of Voice over Internet Protocol (VoIP) Telephony technology in the Cisco Communications Manager (CM) environment.	3	0	5	7

**Contact Center Business Analyst Criteria.** The following criteria will be evaluated for the Contact Center Business Analyst being proposed for this Project. Previous experience of the candidate submitted for Project Manager may not be used to meet these criteria.

Completed Personnel Profile Summary Forms are not required for each Contact Center Business Analyst as part of the proposal submission. The offeror must submit only one Contact Center Business Analyst for evaluation and scoring purposes. After award and as needed, the successful Contactor must provide additional names, resumes, and certifications for Contact Center Business Analyst candidates demonstrating that each candidate meets or exceeds the experience requirements for the Contact Center Business Analyst position.

<b>Contact Center Business Analyst Criteria</b>	<b>Weight</b>	<b>Does Not Meet</b>	<b>Meets</b>	<b>Exceeds</b>
1. The proposed candidate must have a minimum of 24 months experience performing requirements analysis and design of Automated Call Distribution (ACD) applications in the Cisco Unified Contact Center Enterprise (UCCE) environment.	5	0	5	7
2. The proposed candidate must have a minimum of 24 months experience performing requirements analysis and design of Interactive Voice Response (IVR) / Customer Voice Portal (CVP) applications using various integration methods to backend systems in the Cisco Unified Contact Center Enterprise (UCCE) environment.	5	0	5	7

**VoIP Telephony Engineer Criteria.** The following criteria will be evaluated for the VoIP Telephony Engineer being proposed for this Project. Previous experience of the candidate submitted for Project Manager may not be used to meet these criteria.

<p>Completed Personnel Profile Summary Forms are <u>not</u> required for each VoIP Telephony Engineer as part of the proposal submission. The offeror must submit only one VoIP Telephony Engineer for evaluation and scoring purposes. After award and as needed, the successful Contactor must provide additional names, resumes, and certifications for VoIP Telephony Engineer candidates demonstrating that each candidate meets or exceeds the experience requirements for the VoIP Telephony Engineer position.</p>				
<b>VoIP Telephony Engineer Criteria</b>	<b>Weight</b>	<b>Does Not Meet</b>	<b>Meets</b>	<b>Exceeds</b>
1. The proposed candidate must have a minimum of 24 months engineering experience in implementing and supporting Voice over Internet Protocol (VoIP) Telephony technology in the Cisco Communications Manager Express (CME) environment.	3	0	5	7
2. The proposed candidate must have a minimum of 36 months engineering experience in implementing and supporting Voice over Internet Protocol (VoIP) Telephony technology in the Cisco Communications Manager (CM) environment.	3	0	5	7
3. The proposed candidate must have a minimum of 36 months engineering experience performing site specific voice readiness assessment and response strategies.	3	0	5	7
4. The proposed candidate must have Cisco Certified Network Professional – Voice or Cisco Certified Voice Professional	3	0	5	
5. The proposed candidate must have Cisco Certified Internetworking Expert for Voice	3	0	5	
<p><b>Contact Center ACD Engineer Criteria.</b> The following criteria will be evaluated for the Contact Center ACD Engineer being proposed for this Project. Previous experience of the candidate submitted for Project Manager may not be used to meet these criteria.</p> <p>Completed Personnel Profile Summary Forms are <u>not</u> required for each Contact Center ACD Engineer as part of the proposal submission. The offeror must submit only one Contact Center ACD Engineer for evaluation and scoring purposes. After award and as needed, the successful Contactor must provide additional names, resumes, and certifications for Contact Center ACD Engineer candidates demonstrating that each candidate meets or exceeds the experience requirements for the Contact Center ACD Engineer position.</p>				
<b>Contact Center ACD Engineer Criteria</b>	<b>Weight</b>	<b>Does Not Meet</b>	<b>Meets</b>	<b>Exceeds</b>
1. The proposed candidate must have Cisco Certified Internetworking Expert for Voice	5	0	5	
2. The proposed candidate must have a minimum of 36 months engineering experience in implementing and supporting of Automated Call Distribution (ACD) technology in the Cisco Unified Contact Center Enterprise (UCCE) environment.	5	0	5	7
3. The proposed candidate must have a minimum of 36 months engineering experience in implementing, including integration/configuration, and supporting Cisco Computer Telephony Integration Operating System (CTI OS) solutions.	5	0	5	7

4. The proposed candidate must have a minimum of 36 months engineering experience in implementing, including integration/configuration, and supporting Cisco Agent Desktop (CAD) solutions.	5	0	5	7
5. The proposed candidate must have a minimum of 24 months engineering experience in implementing, including integration/configuration, and supporting Cisco Unified Intelligence Suite (CUIS) or Cisco Unified Intelligence Center (CUIC) with Cisco Unified Contact Center Enterprise (UCCE)	5	0	5	7
<p><b>Contact Center CVP Engineer Criteria.</b> The following criteria will be evaluated for the Contact Center CVP Engineer being proposed for this Project. Previous experience of the candidate submitted for Project Manager may not be used to meet these criteria.</p> <p>Completed Personnel Profile Summary Forms are <u>not</u> required for each Contact Center CVP Engineer as part of the proposal submission. The offeror must submit only one Contact Center CVP Engineer for evaluation and scoring purposes. After award and as needed, the successful Contactor must provide additional names, resumes, and certifications for Contact Center CVP Engineer candidates demonstrating that each candidate meets or exceeds the experience requirements for the Contact Center CVP Engineer position.</p>				
<b>Contact Center CVP Engineer Criteria</b>	<b>Weight</b>	<b>Does Not Meet</b>	<b>Meets</b>	<b>Exceeds</b>
1. The proposed candidate must be a Cisco Certified Internetworking Expert for Voice	5	0	5	
2. The proposed candidate must have a minimum of 36 months engineering experience in implementing and supporting Customer Voice Portal (CVP) technology in the Cisco Unified Contact Center Enterprise (UCCE) environment.	5	0	5	7
3. The proposed candidate must have a minimum of 24 months engineering experience in implementing and supporting Cisco Customer Voice Portal (CVP) technologies using various integration methods to backend systems in the Cisco Unified Contact Center Enterprise (UCCE) environment.	5	0	5	7
4. The proposed candidate must have a minimum of 24 months engineering experience in implementing, including integration/configuration, and supporting Cisco Unified Intelligence Suite or Cisco Unified Intelligence Center with Cisco Customer Voice Portal (CVP)	5	0	5	7
<p><b>Contact Center ACD Developer Criteria.</b> The following criteria will be evaluated for the Contact Center ACD Developer being proposed for this Project. Previous experience of the candidate submitted for Project Manager may not be used to meet these criteria.</p> <p>Completed Personnel Profile Summary Forms are <u>not</u> required for each Contact Center ACD Developer as part of the proposal submission. The offeror must submit only one Contact Center ACD Developer for evaluation and scoring purposes. After award and as needed, the successful Contactor must provide additional names, resumes, and certifications for Contact Center ACD Developer candidates demonstrating that each candidate meets or exceeds the experience requirements for the Contact Center ACD Developer position.</p>				

Contact Center ACD Developer Criteria	Weight	Does Not Meet	Meets	Exceeds
1. The proposed candidate must have a minimum of 24 months experience developing Automated Call Distribution (ACD) applications in the Cisco Unified Contact Center Enterprise (UCCE) environment.	5	0	5	7
2. The proposed candidate must have a minimum of 24 months experience developing Cisco Computer Telephony Integration Operating System (CTI OS) solutions.	5	0	5	7
3. The proposed candidate must have a minimum of 36 months experience developing Cisco Agent Desktop (CAD) solutions.	5	0	5	7
4. The proposed candidate must have a minimum of 24 months experience developing UCCE (ICM) applications with integration to Cisco Unified Intelligence Suite (CUIS) or Cisco Unified Intelligence Center (CUIC) for enterprise reporting.	5	0	5	7
<p><b>Contact Center CVP Developer Criteria.</b> The following criteria will be evaluated for the Contact Center CVP Developer being proposed for this Project. Previous experience of the candidate submitted for Project Manager may not be used to meet these criteria.</p> <p>Completed Personnel Profile Summary Forms are <u>not</u> required for each Contact Center CVP Developer as part of the proposal submission. The offeror must submit only one Contact Center CVP Developer for evaluation and scoring purposes. After award and as needed, the successful Contactor must provide additional names, resumes, and certifications for Contact Center CVP Developer candidates demonstrating that each candidate meets or exceeds the experience requirements for the Contact Center CVP Developer position.</p>				
Contact Center CVP Developer Criteria	Weight	Does Not Meet	Meets	Exceeds
1. The proposed candidate must have a minimum of 24 months experience developing Interactive Voice Response (IVR) applications on the Cisco Customer Voice Portal (CVP) platform.	5	0	5	7
2. The proposed candidate must have a minimum of 24 months experience developing Cisco Customer Voice Portal (CVP) applications using various integration methods to backend systems in the Cisco Unified Contact Center Enterprise (UCCE) environment.	5	0	5	7
3. The proposed candidate must have a minimum of 24 months experience developing Cisco Customer Voice Portal (CVP) applications with integration to Cisco Unified Intelligence Suite (CUIS) or Cisco Unified Intelligence Center (CUIC) for enterprise reporting.	5	0	5	7

In the cost evaluation phase, the State will rate the pricing and total project cost merits of the Proposals based on vendor responses to three scenarios, which are described in detail in the Attachments. Twelve and Thirteen.

Personnel requirements that are to be scored are individuals that the offeror will propose for key positions of the proposed team. Additional team members brought onto the Contract may be evaluated by the ODJFS Contract Manager and mutually agreed upon with the Contractor.

**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:

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

There are 300 Cost Points available. For each Project scenario the offeror with the lowest proposed Total Cost will receive the maximum points available for the Project scenario. The remaining offerors will receive a percentage of the maximum cost points available for the Project scenario. Cost Points will be based upon the following formulae:

$$\text{Cost Summary Points} = \text{Total Cost for County VoIP Project Scenario Points} + \text{Total Cost for ACD Project Scenario Points} + \text{Total Cost for IVR/CVP Project Scenario Points}$$

$$\text{Total Cost for County VoIP Project Scenario Points} = (\text{Lowest Total Cost for County VoIP Project Scenario} / \text{Offeror's Total Cost for County VoIP Project Scenario}) \times 60$$

$$\text{Total Cost for ACD Project Scenario Points} = (\text{Lowest Total Cost for ACD Project Scenario} / \text{Offeror's Total Cost for ACD Project Scenario}) \times 120$$

$$\text{Total Cost for IVR/CVP Project Scenario Points} = (\text{Lowest Total Cost for IVR/CVP Project Scenario} / \text{Offeror's Total Cost for IVR/CVP Project Scenario}) \times 120$$

**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**

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"). Also described are the milestone checkpoints for the Work.

The Contractor will be required to travel throughout the State of Ohio to each county site identified for the proposal and implementation of VoIP and contact center solutions. The Contractor must address travel within the labor rates for the fixed price quotes related to each contact center request. ODJFS does not pay travel expense costs.

### **County Telephony Projects**

VoIP solutions will be based on a centralized Cisco Communications Manager (CM) model, Cisco Communications Manager Express (CME) or the Statewide NGTS, depending on size of the site and functionality required. Each county request will be addressed as a separate project using the IDA process.

### **HIGH LEVEL MILESTONES AND DELIVERABLES**

Milestone checkpoints will exist for each project phase as follows:

Initial Discovery, High Level Solution Design, & Hardware, Software, & Labor Cost Estimate Phase

- Complete an initial site discovery to evaluate the current infrastructure and high level business needs of the county agency
  - Meet with county agency business and technology staff to gather high level business and system requirements
  - Identify required upgrades in the existing county agency infrastructure to support the VoIP solution offerings
  - Identify any service offerings required from local telco providers
- Create a high level solution design that includes an option for a Cisco Call Manager or Call Manager Express phone system and an option for the statewide NGTS, required infrastructure upgrades, and all services required from a local telco provider
  - The solution design must incorporate:
    - Parts lists for all required materials including hardware, software, and maintenance accompanied with an estimated cost.
    - Estimated hourly and total costs, broken down by skill for professional services to implement upgrades to the environment and the VoIP telephony solution.
    - The proposal should incorporate the Statewide NGTS service in the proposal along with all infrastructure upgrades.
- Submit solution design to ODJFS for validation
- Provide a cost estimate for the ODJFS and Statewide NGTS solution to the county agency for their decision making process.

Pre-Implementation Phase (assuming the county agency agrees to move forward)

- Meet with key county agency representatives to gather and document in-depth business and system requirements
- Assist the county agency with acquiring local telco services needed to support the new VoIP infrastructure.
- Negotiate the implementation schedule with the county agency and ODJFS

#### Configuration & Development Phase

- Complete application development that supports or will be utilized by the county agency VoIP solution
- Complete any existing infrastructure configuration changes that will need to be in place to support the county agency VoIP solution

#### Implementation & Deployment Phase

- Install and test all new non-VoIP infrastructure equipment
- Install and configure the new VoIP solution
- Test integration between new VoIP solution and existing applications and systems (including changes in the Configuration and Development Phase)
- Deploy the new VoIP solution to the county agency including endpoints (Phone and PC)
- Retire and remove existing county agency phone system
- Transition support to the state

Checkpoints will occur at the end of each phase (Initial Discovery, High Level Solution Design, and Hardware, Software, & Labor Cost Estimate Phase, Pre-Implementation Phase, Configuration & Development, and Implementation & Deployment Phase) where ODJFS/OIS and the County will review and accept the Contractor's work effort before the next phase is allowed to begin. ODJFS/OIS standards and procedures will be used to certify the work performed by the Contractor.

#### Contact Center Projects

The main components of the Contact Center are the ACD and IVR systems described in the background section. The Contract resulting from this RFP will be the vehicle to migrate ODJFS legacy contact center customers to the Cisco UCCE. All migrations and new implementations to the Cisco UCCE environment will be addressed as separate project initiatives utilizing the IDA approach. The Contractor must develop cost estimates (using the labor rates in the Contract) for each of these project initiatives as determined by program area and county priorities.

#### HIGH LEVEL MILESTONES AND DELIVERABLES

##### Initial Discovery, High Level Solution Design, & Cost Estimate Phase

- Complete an initial site discovery to evaluate the current high level business needs of the county agency or program area
  - Review documentation for the existing IVR/ACD implementation if available
  - Meet with county agency or program area business staff to gather high level business and system requirements
  - Identify gaps in current service offerings and the business requirements
- Create a high level solution design
  - The solution design must incorporate:
    - Identifying required labor skills
    - Estimate for the number of hours for each skillset
    - Estimate for the cost for each skillset and total labor costs
- Submit solution design to ODJFS for validation
- Provide a cost estimate for the IVR/ACD service to the county agency or program area for their decision making process.

##### Pre-Implementation Phase (assuming the county agency or program area agree to move forward)

- Meet with key county agency or program area representatives to gather and document in-depth business and system requirements
- Negotiate the implementation schedule with the county agency or program area and ODJFS, as appropriate

##### Configuration & Development Phase

- Complete application development that supports or will be utilized by the county agency or program area for the IVR/ACD solution
- Complete any configuration changes in the current environment that will need to be in place to migrate to the new county agency or program area IVR/ACD solution

#### Implementation & Deployment Phase

- Program and configure the new IVR/ACD solution
- Test integration between new IVR/ACD solution and existing applications and systems (including changes in the Configuration and Development Phase)
- Deploy the new IVR/ACD solution to the county agency or program area including endpoints (Phone and PC)
- Retire and remove existing IVR/ACD configuration, as necessary
- Transition support to the state

Checkpoints will occur at the end of each phase (Initial Discovery, High Level Solution Design, & Labor Cost Estimate Phase, Pre-Implementation Phase, Configuration & Development, and Implementation & Deployment Phase) where ODJFS/OIS and the county agency or program area will review and accept the vendors work effort before the next phase is allowed to begin. ODJFS/OIS standards and procedures will be used to certify the work performed by the vendor.

**Contractor Responsibilities:** The Contractor must meet all RFP requirements for the Work and complete all Work satisfactorily. The Contractor must address and track each county telephony request as a separate project, with a project manager assigned. The Contractor must have the resources to address numerous projects and sub-projects concurrently.

The Contractor must be capable of performing the following roles and tasks.

- Contract Management
- Project Management
- Proposal Development
- Requirements Analysis
- Business Design
- Technical Design
- Solution Development
- Solution Implementation
- Solution Testing
- Load Testing
- Training
- Production Deployment
- Transition to Production Support.

The Contractor must also be responsible for providing the technical staff to aid the Department of Job and Family Services with completing all or a portion of the roles, tasks and activities .

#### DELIVERABLES

For county VoIP and contact center projects, the Contractor must provide the following deliverables and abide by ODJFS/OIS standards and procedures for:

- Proposals
- Site Survey Documentation
- Requirements and Design Documentation (including cut sheet and call flows)
- Network Design Diagrams
- Router Configurations
- Midspan Port Assignments
- VoIP Phone Models

- Solution Development
- Solution Testing
- Training
- Implementation & Cutover

The following deliverables are required specifically for contact center and county telephony projects. All documentation must be delivered in printed copy format as applicable and in soft copy in the appropriate file format.

- Work Plans (Microsoft Word);
- Detailed project schedules (Microsoft Project);
- Site Survey for each installation (Microsoft Word);
- Project Proposal (Microsoft Word);
- Requirements and Design Documentation (Microsoft Word), including site cut sheet (Microsoft Excel), auto attendant call flows (Microsoft Visio) and network design diagrams (Microsoft Visio);
- Program Development Code (appropriate format);
- System Test Plans (Microsoft Word);
- Knowledge Transfer (appropriate format);
- Weekly and Monthly Status Reports (Microsoft Word) with inventory of site installations (Microsoft Excel);
- Weekly meetings with the Ohio Department of Job and Family Services Contract Representative and project team or as necessary and minutes from each meeting (Microsoft Word); and
- Monthly invoices (Adobe PDF).

**Maintain Work Plan.** The Work Plan for each IDA must allow sufficient time for the State's staff to review all Work. The State will determine the number of business days it needs for such reviews and provide that information to the Contractor during the development of each IDA.

Each IDA work plan must include a project schedule containing tasks, estimated hours and individual resources expected to work on the task and deliverable. This schedule must be in Microsoft project and maintained using the Clarity project management tool provided by ODJFS. Staff assigned to project tasks may be required to record work hours expended to assigned tasks using the Clarity Timesheet function and/or ODJFS Contract Tracking System (CTS) to facilitate posting of actual hours expended to a plan.

**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 Manager or a designee must immediately report any staffing changes for the Work to the State's Contract Representative (see: Attachment Four: Part Two: Replacement Personnel).
- Attend Status Meetings - The Project Manager and other Work team members must attend status meetings with the State's Contract Representative and other people deemed necessary to discuss Work issues. The State's Contract 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 State's Contract 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 Monthly Status Reports - During the Work, the Contractor must submit a written monthly status report to the State's Contract Representative by the fifth business day following the end of each month. At a minimum, monthly 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 Project schedule;

- The plans for activities scheduled for the next month;
- 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.

### **Interval Deliverable Agreement (IDA)**

The State will use the Interval Deliverable Agreement (IDA) model for Project work identified during the life of the Contract that could not be defined to the appropriate level of detail during the RFP process. The Contractor must work with designated State staff to develop the deliverables and identify all work for each IDA. Deliverables or sub-deliverables will be defined prior to the start of each designated interval, and monitored throughout the designated interval and the life of the Contract. The IDAs will be identified and agreed to at least 30 days in advance of the beginning of the interval. For each IDA, the State and the Contractor will agree, in writing, to specific deliverables, work assignments, sub-deliverables, services to be provided using time and materials, the length of the interval, due dates, and Contractor staffing requirements based on positions and not-to-exceed hourly rates quoted in the Rate Card on the Cost Summary. The IDA is not effective until the State and Contractor have signed the agreement and a purchase order is issued to the Contractor. The agreed-upon IDA will be incorporated into the Contract.

The IDA (i.e., specifications, deliverables, work assignments, and due dates) may be amended based upon changing circumstances during a particular interval. An amendment to an IDA must be in writing and signed by both the State and the Contractor prior to performing the work specified in the amendment.

Specific application of standards of performance and acceptance may be defined in an IDA. The information below sets a guide and general rule of thumb for these standards.

If the IDA so indicates, there will be a period for performance testing in a production environment specific to the deliverables identified in the IDA. Prior to the performance period, the State, with the assistance of the Contractor, will perform user acceptance testing. Specifics of the performance period such as the timeframe, resources, support required, entrance and exit performance criteria, and standards of performance will be determined by the State, negotiated with the Contractor and incorporated in the IDA. The performance criteria in the IDA may be supplemented with relevant user manuals, technical materials and related writings, to the extent that the specifications in those writings supplement and refine rather than contradict the performance criteria in the IDA. Acceptance of the Deliverable depends on a successful completion of the performance period defined in this section and the IDA. This section applies to the Deliverables defined in the IDA, and any part of it, as well as replacements or substitutes for the Deliverable after completion of a successful performance period.

If the Deliverable does not meet the standard of performance during the performance period, the State will document the issues in a timely manner and in a useful and relevant form. Until the Contractor has demonstrably corrected all outstanding problems, the performance period will not restart and the Deliverable (or part thereof) will not be accepted. The performance period will continue on a day-by-day basis until the standard of performance and exit criteria are met. The Contractor will not be compensated until the Deliverable is accepted and any additional cost associated with the iterations required to obtain acceptance are the responsibility of the Contractor.

If the Work fails to meet the standard of performance and exit criteria during 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 IDA.

The Work may have components that can be tested for acceptance individually. If so, there may be acceptance criteria listed in the IDA for each Deliverable that will be independently tested and accepted. But, unless the IDA expressly provides otherwise, the failure of any independently tested component to meet its acceptance criteria will give the State the right to reject the entire Deliverable. Alternatively, if the State determines that it is in the State's interest to reject only the part of the Deliverable that was independently and unsuccessfully tested, it may do so. If the State chooses this option, the State will be entitled to a refund or credit toward the Contractor's Fee.

All IDAs must contain the following information, at a minimum:

- The designated interval length for each IDA.
- Goals and Objectives for the interval.
- Deliverables to be completed or partially completed during the interval. This will include, but not be limited to:
  - Deliverable Name;
  - Description of Deliverable including tasks or milestones to be completed;
  - Detailed acceptance criteria and standards of performance;
  - State dependencies identified by the Contractor for successful completion of the Deliverable;
  - Deliverable Due Date;
  - Risks associated with delays and incomplete Deliverables; and
  - Fixed pricing for each Deliverable based on staffing requirements (services to be performed, identification of Contractor staff resource by name and position, number of hours allocated to the task for each assigned position, individual hourly rate for each Contractor resource assigned to a task, etc.).

The State may identify tasks and services that will be billed on a time and material basis. The State does not anticipate a need for time and material services for this Project, however in the event that time and materials work is appropriate, at the sole discretion of the State, the following information, at a minimum, must be provided in the IDA:

- Name, title, identification of the employer (prime or subcontractor) and number of staff;
- Staff work hours with any known exceptions noted;
- Description of the work to be performed by the Contractor;
- Specific Contractor resources assigned;
- Individual rate for each Contractor resource assigned;
- Projected number of Contractor hours allocated (per resource);
- Dates covered in the work;
- Dependencies;
- Management or staffing issues;
- Standards of performance; and
- Work Breakdown Schedule (WBS) for all Work in the IDA.

In addition, the following information may also be required:

- Staffing Issues
- Required work related travel and training.

It is the Contractor's responsibility to provide qualified professionals to meet the goals, tasks, and objectives of each IDA.

The State's intent is for all IDAs to be developed and negotiated in partnership between the State and the Contractor, with each having a vested interest in its success. In the event that the State and the Contractor are unable to negotiate an IDA, the State, at the discretion of ODJFS Executive Management may request mediation.

**Security and Confidentiality.** Each team member, including replacement personnel, will be required to sign and abide by the Ohio Department of Job and Family Services security and confidentiality agreement, which is attached as Supplement Two.

**ODJFS Responsibilities:** An ODJFS project manager will manage the selected Contractor. The ODJFS PM will also oversee the relationship between the Contractor and county; procurement & inventory management of hardware, software & licenses; Contractor invoice processing; county billing; and the eventual transition to production support. Billing of professional services and equipment (hardware, software, licenses) for county requests will use the Technology and Service Support Policy (TSSP) process as the vehicle to collect payment from the county in order to pay Contractor invoices. ODJFS will be responsible for determining the various items to be deployed and supported. Infrastructure &

Operations will review and approve the Contractor designs. Current ODJFS Infrastructure & Operations team addressing telephony services deployments will provide process knowledge transfer to the selected Contractor. Telephony support services will continue to be supplied by ODJFS Infrastructure and Operations. Service Level Agreements with ODJFS county and offices will be negotiated and maintained by ODJFS/OIS.

### **Work Hours and Conditions.**

1. Contractors must submit time sheets for all time and material contract staff to the ODJFS Contract Manager or designee for review and approval once a month. In addition all hours worked must be entered into the ODJFS designated project tracking tools.
2. ODJFS normal core business hours are 8:00 A.M. to 5:00 P.M. Monday through Friday, except for State holidays. It is the Contractor's responsibility to ensure staff is working within these parameters and to communicate to the ODJFS Contract Manager when exceptions, such as requested time off, personal illness or emergencies arise, to ensure these situations will not impact the IDA.

Exceptions to these work hours may be negotiated in the IDA, when identified subject matter expertise or skill sets are not required on a full time basis, in order to meet the IDA requirements.

3. The Contractor work location will be identified in each IDA. If it is not necessary for Contractor staff to be onsite at ODJFS, the Contractor will be responsible for providing an offsite work location. For Work that requires the Contractor to work onsite, ODJFS will provide each staff assigned by the Contractor to the Contract with workspace, workstation, telephone, and needed office supplies.
4. Unusual working conditions may include, but are not limited to, operation of a computer terminal for long periods of time, working in excess of eight hours per day, working on Saturdays, Sundays and State holidays, and being on-call 24 hours a day seven days per week.
5. The Contractor will ensure that staff assigned to the Contract, who are deemed on-call or essential through the IDA process, will follow the OIS On-Call Procedures and Weather Emergency Essential Staff Guidelines as defined in the attached Supplements Three and Four. The Contractor must notify the ODJFS Contract Manager when these guidelines cannot be followed and the reason why, as they may impact the ability to successfully complete an IDA.

### **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 IDA requirements. The Contractor must provide the Deliverables no later than the due dates required by the IDA. 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 payable in accordance with the schedule below:

Payment Structure	
Payment Type	Payment
<b>County Telephony Projects</b>	Milestone #1 - completion and acceptance of Pre-Implementation Phase (50%), Milestone #2 – completion and acceptance of Implementation and Deployment Phase (50%).
ACD and IVR IDAs - Acceptance of deliverable(s)	As defined in the IDA

Upon successful completion and acceptance of the Pre-Implementation Phase and Implementation and Deployment Phases, Contractor must be allowed to bill ODJFS/OIS for professional services rendered. Professional services will be billed as a percentage of the total Deliverable quote in the approved IDA as follows: completion and acceptance of Pre-Implementation Phase (50%), completion and acceptance of Implementation and Deployment Phase (50%). The payment schedule for ACD and IVR IDAs will be defined within the IDA.

For any approved time and materials work within an IDA, the State will compensate the Contractor for actual hours expended upon review and approval of the Contractor timesheet.

Upon the date(s) given above, the Contractor may submit an invoice according to the payment schedule identified above.

**Reimbursable Expenses.** None.

**MBE Reporting.** The Contractor will be responsible for submitting a quarterly report to the ODJFS Contract Manager regarding the levels at which it has subcontracted with a business or businesses certified in the State of Ohio's Minority Business Enterprise (MBE) program. The reports must be filed at a time and in a form prescribed by the ODJFS Contract Manager. The reports must include the name of each minority business enterprise the Contractor has subcontracted with during the preceding 90-day period and the total value of each subcontract.

**Source of Funding: Third-Party Funding.** Generally Accepted Accounting Principles, auditing and reporting standards as dictated by the funding source will be followed by ODJFS and the Contractor.

**Work Related Travel and Training.** Travel and training will be detailed in the IDA and it will be the responsibility of the Contractor to manage all these expenses as described in the IDA. ODJFS will not directly reimburse for Contract staff travel or training, it will be the Contractor's responsibility to reimburse Contract staff.

**Bill to Address.** Ohio Department of Job and Family Services  
Office of Fiscal Services  
Bureau of Accounting  
30 East Broad Street, 38<sup>th</sup> Floor  
Columbus, Ohio 43215

**Location of Data.** All data must reside onsite at the State of Ohio. The Contractor must not remove any State data or use any State data offsite

## 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 Description
- Offeror Profile Summary
- Personnel Profile Summary
- Time Commitment
- Assumptions
- Work Plan Approach
- Contingency Plan
- Escalation plan
- Support Requirements
- Proof of Insurance
- Payment Address
- Legal Notice Address
- W-9 Form
- Declaration Regarding Terrorist Organizations
- Standard Affirmation and Disclosure Form
- 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 Six, Offeror Certification Form.

**Offeror Description.** Each Proposal must include a description of the offeror's capability, capacity, and experience in the industry. The description should include the date the offeror was established, its leadership, number of employees, number of employees the offeror will engage in tasks directly related to

the Project, and any other background information that will help the State gauge the ability of the offeror to fulfill the obligations of the Contract.

**Offeror Profile Summary Form.** This RFP includes an Offeror Profile Summary Form 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:

**Mandatory Experience and Qualifications.** The offeror must complete this section to demonstrate that it has the experience needed to meet the RFP's mandatory requirements. (Refer to Attachment Seven.) 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.

**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 information in the same manner as described under Mandatory Experience and Qualifications above.

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

**Personnel Profile Summaries.** Each Proposal must include a named profile for each key member of the proposed work team, the Project Manager, Senior Java Application Developer and Business Analyst,. 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 a Work team that collectively meets all the requirements in this RFP, as demonstrated through the Personnel Profile Summary Forms. Additionally, each team member may have mandatory requirements listed in this RFP that the team member must individually meet. The offeror must name all candidates proposed, and each must meet the technical experience for the candidate's position.

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) Mandatory Experience and Qualifications.

The offeror must complete this section to show how a candidate meets the mandatory experience requirements, if any are applicable to that candidate. If any candidate does not meet the mandatory requirements for the position the candidate is proposed to fill, the offeror's Proposal may be rejected as non-responsive.

- d) 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 Manager and the offeror's proposed team members for the Work. The offeror also must include a statement indicating to what extent, if any, the Project 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 Manager 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 Approach for the Three Scenarios.** The State encourages responses that demonstrate a thorough understanding of the nature of the Work and what the Contractor must do to get the Work done properly. To this end, the offeror must submit a Work Plan Approach for each scenario described in the Attachments Twelve and Thirteen. The Work Plan for each scenario 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.

**Contingency Plan.** The offeror must fully describe its process for tracking successful completion of the deliverables outlined in the IDA. The offeror must also indicate how it will flag any problems foreseen or anticipated in the delivery of services or deliverables. The offeror must also provide a contingency plan that describes the process that will be used to rectify or alleviate the problems.

**Escalation Plan.** The offeror must provide an escalation procedure for ODJFS' use in the event state personnel have not received a satisfactory response to problems or missed deadlines. The escalation procedure must include specific Contractor names, titles and phone numbers ODJFS staff may contact within the Contractor's organization to obtain a satisfactory resolution to problems. After Contract award and for the duration of the Contract, the Contractor must update or confirm the accuracy of the escalation contact listing each quarter.

The Escalation Plan must be as complete as possible at the time of submission. It must describe the offeror's proposed organization(s) and management structure responsible for fulfilling the Contract's requirements.

The offeror must also describe the reporting procedures proposed for the successful resolution of the problems. And the offeror must address potential problem areas, recommended solutions to the problem areas and any assumptions used in developing those solutions.

**Support Requirements.** 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>.

**Standard Affirmation and Disclosure Form.** The offeror must complete and sign the Affirmation and Disclosure Form – EO 2011-12K (Attachment Nine) as part of its Proposal.

**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 State will not be liable for or pay any Work costs that the offeror does not identify in its Proposal and in subsequently approved IDAs.**

## 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, 2013. 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 ODJFS Contract Manager 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 proposed costs. All required components and processes for the Work to be complete and useful to the State are included in the Work and the Contractor's proposed costs, 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 IDA(s), which include labor rates in the rate card of 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 sum of the IDA(s) 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 Project Manager, the Contractor's executive responsible for the Work, the ODJFS Contract Manager, 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 ODJFS Contract Manager. 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 Contractor 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 "ODJFS Contract Manager." The ODJFS Contract Manager 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 ODJFS Contract Manager may delegate his or her responsibilities for individual aspects of the Work to one or more managers, who may act as the ODJFS Contract Manager for those individual portions of the Work.

The Contractor's Project Manager under this Contract will be the person identified on the RFP Documents as the "Project Manager." The Project Manager will be the Contractor's liaison with the State under this Contract. Additionally, the Project Manager will conduct all Work meetings and prepare and submit to the ODJFS Contract Manager 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 Project 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 ODJFS Contract Manager. The Contractor will be responsible for all communications regarding the progress of the Work and will discuss with the ODJFS Contract Manager 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 ODJFS Contract Manager 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 ODJFS Contract Manager 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.

**Confidentiality Agreements.** When the Contractor performs services under this Contract that require the Contractor's and its subcontractors' personnel to access facilities, data, or systems that the State in its sole discretion deems sensitive, the State may require the Contractor's and its subcontractors' personnel with such access to sign an individual confidential agreement and policy acknowledgements, and have a background check performed before accessing those facilities, data, or systems. Each State agency, board, and commission may require a different confidentiality agreement or acknowledgement, and the Contractor's and its subcontractors' personnel may be required to sign a different confidentiality agreement or acknowledgement for each agency. The Contractor must immediately replace any of its or its subcontractors' personnel who refuse to sign a required confidentiality agreement or acknowledgment or have a background check performed.

**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.

For Deliverables that include custom materials such as software, scripts, or similar computer instructions developed for the State, the State is entitled to the source material. Scripts and similar functionality may not be locked or otherwise protected from access by the State, unless the State has any passwords or other tools necessary to access the material. Source material must include annotations or comments according to industry standards. Further, the State is entitled to any working papers the Contractor has developed during the performance of the Project that would reasonably assist the State in using the

Deliverables that include source materials or that would help the State protect its interests in the Deliverable or update, modify, or otherwise maintain the Deliverable. This also includes all design and architectural materials, such as schemas.

**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.

**Software Warranty.** If this Contract involves software as a Deliverable or if customization, modifications and enhancements are made to the existing software, then, on acceptance and for 12 months after the date of acceptance of any Deliverable that includes software, the Contractor warrants as to all software developed under this Contract that: (a) the software will operate on the computer(s) for which the software is intended in the manner described in the relevant software documentation, the Contractor's Proposal, and the RFP Documents; (b) the software will be free of any material defects; (c) the Contractor will deliver and maintain relevant and complete software documentation, commentary, and source code; and (d) the source code language used to code the software is readily available in the commercial market, widely used and accepted for the type of programming involved, and support programming in the language is reasonably available in the open market; and (e) the software and all maintenance will be provided in a professional, timely, and efficient manner.

For Commercial Software licensed from a third party that is incorporated into a Deliverable, and for which the State has not approved a separate license agreement governing that Commercial Software's warranties as part of the RFP process, the Contractor represents and warrants that it has done one of the following things: (a) obtained the right from the third-party licensor to commit to the warranties and maintenance obligations in this Section; (b) obtained a binding commitment from the licensor to make those warranties and maintenance obligations directly to the State; or (c) fully disclosed in the RFP Documents any discrepancies between the requirements of this section and the commitment the third-party licensor has made.

In addition, for Commercial Software that is incorporated into a Deliverable, the Contractor will: (a) maintain or cause the third-party licensor to maintain the Commercial Software so that it operates in the manner described in the RFP Documents (or any attachment referenced in the RFP Documents) and relevant Commercial Software documentation; (b) supply technical bulletins and updated user guides; (c) supply the State with updates, improvements, enhancements, and modifications to the Commercial Software and documentation and, if available, the commentary and the source code; (d) correct or replace the Commercial Software and/or remedy any material programming error that is attributable to the Contractor or the third-party licensee; (e) maintain or cause the third-party licensor to maintain the

Commercial Software and documentation to reflect changes in the subject matter the Commercial Software deals with; (f) maintain or obtain a commitment from the third-party licensor to maintain the Commercial Software so that it will properly operate in conjunction with changes in the operating environment in which it is designed to operate.

For purposes of the warranties and the delivery requirements in this Contract, software documentation means well written, readily understood, clear, and concise instructions for the software's users as well as a system administrator. The software documentation will provide the users of the software with meaningful instructions on how to take full advantage of all of the capabilities designed for end users. It also means installation and system administration documentation for a system administrator to allow proper control, configuration, and management of the software. Source code means the uncompiled operating instructions for the software. However, the Contractor will not be obligated to provide source code for Commercial Software unless it is readily available from the licensor. The source code must be provided in the language in which it was written and will include commentary that will allow a competent programmer proficient in the source language to readily interpret the source code and understand the purpose of all routines and subroutines contained within the source code.

**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 the sum of the Contract prices associated with the IDAs or \$3,000,000, whichever is greater. 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 ODJFS Contract Manager to ensure that each Deliverable and the Work as a whole comply with the requirements of this Contract. The ODJFS Contract Manager 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 ODJFS Contract Manager 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 ODJFS Contract Manager has issued a noncompliance letter, the Deliverables or the Work as a whole will not be accepted until the ODJFS Contract Manager 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 ODJFS Contract Manager 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.

**Software Maintenance.** If this Contract involves software as a Deliverable or if customization, modifications and enhancements are made to the existing software, then, during the warranty period, as well as any optional maintenance periods that the State exercises, the Contractor must correct any material programming errors that are attributable to the Contractor within a reasonable period of time. However, the State must notify the Contractor, either orally or in writing, of a problem with the software and provide sufficient information for the Contractor to identify the problem.

The Contractor's response to a programming error will depend upon the severity of the problem. For programming errors that slow the processing of data by a small degree, render minor and non-mandatory functions of the System inoperable or unstable, or require users or administrators to employ workarounds to fully use the software, Contractor will respond to the request for resolution within four business hours. Furthermore, the Contractor must begin working on a proper solution for the problem within one business day, dedicating the resources required to fix the problem. For any defects with more significant consequences, including those that render key functions of the system inoperable or significantly slow processing of data, the Contractor will respond within two business hours of notice. The Contractor also must begin working on a proper solution for the problem immediately after responding and, if requested, provide on-site assistance and dedicate all available resources to resolving the problem.

For software classified as Commercial Software in the Ownership of Deliverables section and for which the State has not signed a separate license agreement, the Contractor must acquire for the State the right to maintenance for one year. That maintenance must be the third-party licensor's standard maintenance program, but at a minimum, that maintenance program must include all, updates, patches, and fixes to the software. It also must include a commitment to keep the software current with the operating environment in which it is designed to function (and, if applicable, the subject matter covered by the software) and to correct material defects in the software in a timely fashion. Additionally, the Contractor must obtain a commitment from the licensor to make maintenance available for the product for at least four years after the first year of maintenance. The Contractor also must obtain a commitment from the licensor to limit increases in the annual Fee for maintenance to no more than 7% annually. If the licensor is unable to provide maintenance during that five-year period, then the licensor must be committed to doing one of the following two things: (a) give the State a *pro rata* refund of the license fee based on a five-year useful life; or (b) release the source code for the software (except third party software) to the State for use by the State solely for the purpose of maintaining the copy(ies) of the software for which the State has a proper license. For purposes of receiving the source code, the State agrees to treat it as confidential and to be obligated to the requirements under the Confidentiality section of this Contract with respect to the source code. That is, with respect to the source code that the State gets under this section, the State will do all the things that the Confidentiality section requires the Contractor to do in handling the State's Confidential Information.

**Principal Period of Maintenance (General).** The Contractor must make maintenance available nine working hours per weekday, between 8:00 a.m. and 5:00 p.m. Travel time and expenses related to remedial and preventive maintenance will not be considered billable but will be included in the Contractor's firm, fixed Fee for the Project during the warranty period and a part of the annual maintenance Fee during later annual maintenance periods.

**Maintenance Access (General).** The Contractor must keep the Project in good operating condition during the warranty period and any annual maintenance period during which the State contracts for continued maintenance. The State will provide the Contractor with reasonable access to the Project to perform maintenance. All maintenance that requires the Project to be inoperable must be performed outside the State's customary working hours, except when the Project is already inoperable. Preventive or scheduled maintenance will be performed at mutually agreeable times, within the parameters of the manufacturer's published schedule.

**Key Maintenance Personnel (General).** The Contractor must identify all key people responsible for providing maintenance on the Project, furnish the State with a means of identifying these people, furnish the State with their credentials, and notify the State at least 30 calendar days in advance of any reductions in staffing levels of key people at the office serving 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 Project 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. The Contractor also must take steps to ensure that such a person does not participate in any action affecting the work under this Contract. However, 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. The Contractor also certifies that all applicable parties listed in Division (I) or (J) of Ohio Revised Code Section 3517.13 are in full compliance with Divisions (I) and (J) of Ohio Revised Code Section 3517.13.

**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.** The Contractor will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including Ohio Revised Code Section 125.111 and all related Executive Orders.

Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be submitted to the Department of Administrative Services 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 Ohio Business Gateway at: <http://business.ohio.gov/efiling/>.

**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.** The Contractor represents and warrants that it has not provided any material assistance, as that term is defined in ORC Section 2909.33(C), to an organization that is identified by, and included on, the United States Department of State Terrorist Exclusion List and that it has truthfully answered "no" to every question on the DMA form. The Contractor further represents and warrants that it has provided or shall provide the DMA form through the Ohio Business Gateway at <http://business.ohio.gov/efiling/> prior to execution of this Contract. If these representations and warranties are found to be false, this Contract shall be void and the Contractor shall immediately repay to the State any funds paid under this Contract.

**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.

#### **Governing the Expenditure of Public Funds on Offshore Services (EO 2011-12K).**

- I. **Executive Order Requirements:** The Contractor affirms to have read and understands Executive Order 2011-12K and shall abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in this Contract.

The Contractor agrees to complete the attached Executive Order 2011-12K Affirmation and Disclosure Form which is incorporated and becomes a part of this Agreement.

**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 0A1099, entitled JFS Telephony and Contact Center Services, 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 Executive Order, EO 2011-12K incorporated by reference in the RFP;
5. The Contractor's Proposal, as amended, clarified, and accepted by the State; and
6. 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

STATE OF OHIO  
DEPARTMENT OF ADMINISTRATIVE SERVICES

**SAMPLE – DO NOT FILL OUT**

By: \_\_\_\_\_

By: Robert Blair

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.

**ATTACHMENT SIX  
OFFEROR CERTIFICATION FORM**

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:

<b>Potential Conflicts (by person or entity affected)</b>

(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.

8. The offeror certifies that that any MBE/EDGE program participants will provide necessary data to ensure program reporting and compliance.

**ATTACHMENT SIX  
OFFEROR CERTIFICATION FORM**

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 MANDATORY REQUIREMENT**

Offeror must provide proof of the certification in their proposal. At the time of responding to this RFP and during the term of the contract, the selected offeror must hold and keep current the following Cisco certifications and specializations:

Mandatory	Certification #	Expiration Date	Attached copy (yes or no)
Cisco Authorized Technology Provider Certified for Unified Contract Center Enterprise			
Cisco Authorized Technology Provider Certified for Customer Voice Portal			
Cisco master Unified Communication Specialized Partner			
Cisco Advanced Routing and Switching Specialized Partner			
Cisco Advanced Unified Computing Technology Specialized Partner			











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

Complete a **CANDIDATE EDUCATION AND TRAINING FORM** for each key team member

<b>Candidate's Name:</b>
--------------------------

**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
<b>College</b>			
<b>Technical School</b>			
<b>Other Training</b>			

**\*\*\* COPY THIS FORM AS MANY TIMES AS NEEDED \*\*\***

**ATTACHMENT EIGHT  
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS  
(Experience and Qualifications)**

**PROJECT MANAGER**

<b>Candidate's Name:</b>
--------------------------

**Requirement: The proposed candidate must have a minimum of 24 months experience leading requirements analysis, design, development and installation of Voice over Internet Protocol (VoIP) Telephony Services in the Cisco Communications Manager Express (CME) environment.**

<b>Company Name:</b>	<b>Contact Name:</b> Primary or Alternate	<b>Contact Title:</b>	
<b>Address:</b>		<b>Contact Phone Number:</b>	
		<b>Email Address:</b>	
<b>Work Name:</b>	<b>Beginning Date of Experience:</b> Month/Year	<b>Ending Date of Experience:</b> Month/Year	

**Description of technical experience, capacity performed, and role related to services to be provided for the Work:**

--

**\*\*\* COPY THIS FORM AS MANY TIMES AS NEEDED \*\*\***

**ATTACHMENT EIGHT  
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS  
(Experience and Qualifications)**

**PROJECT MANAGER**

<b>Candidate's Name:</b>
--------------------------

**Requirement:** The proposed candidate must have a minimum of 24 months experience leading requirements analysis, design, development and installation of Voice over Internet Protocol (VoIP) Telephony Services in the Cisco Communication Manager (CM) environment.

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

**\*\*\* COPY THIS FORM AS MANY TIMES AS NEEDED \*\*\***





**ATTACHMENT EIGHT  
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS  
(Experience and Qualifications)**

**PROJECT MANAGER**

<b>Candidate's Name:</b>
--------------------------

<b>Requirement</b>	<b>Certification #</b>	<b>Expiration Date</b>	<b>Attached copy (yes or no)</b>
<b>The proposed candidate must have Project Management Professional (PMP) certification.</b>			

**\*\*\* COPY THIS FORM AS MANY TIMES AS NEEDED \*\*\***



**ATTACHMENT EIGHT  
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS  
(Experience and Qualifications)**

**VoIP TELEPHONY BUSINESS ANALYST**

<b>Candidate's Name:</b>
--------------------------

**Requirement: The proposed candidate must have a minimum of 24 months experience performing requirements analysis and design of Voice over Internet Protocol (VoIP) Telephony technology in the Cisco Communications Manager (CM) environment.**

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

**\*\*\* COPY THIS FORM AS MANY TIMES AS NEEDED \*\*\***







**ATTACHMENT EIGHT  
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS  
(Experience and Qualifications)**

**VoIP Telephony Engineer**

<b>Candidate's Name:</b>
--------------------------

**Requirement:** The proposed candidate must have a minimum of 36 months engineering experience in implementing and supporting voice over Internet Protocol (VoIP) Telephony technology in the Cisco Communications Manager (CM) environment.

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

\*\*\* COPY THIS FORM AS MANY TIMES AS NEEDED \*\*\*

**ATTACHMENT EIGHT  
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS  
(Experience and Qualifications)**

**VoIP Telephony Engineer**

<b>Candidate's Name:</b>
--------------------------

**Requirement: the proposed candidate must have a minimum of 36 months engineering experience performing site specific voice readiness assessment and response strategies.**

<b>Company Name:</b>	<b>Contact Name:</b> Primary or Alternate	<b>Contact Title:</b>	
<b>Address:</b>		<b>Contact Phone Number:</b>	
		<b>Email Address:</b>	
<b>Work Name:</b>	<b>Beginning Date of Experience:</b> Month/Year	<b>Ending Date of Experience:</b> Month/Year	

**Description of technical experience, capacity performed, and role related to services to be provided for the Work:**

--

**\*\*\* COPY THIS FORM AS MANY TIMES AS NEEDED \*\*\***





**ATTACHMENT EIGHT  
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS  
(Experience and Qualifications)**

**CONTACT CENTER ACD ENGINEER**

**Candidate's Name:**

**Requirement: The proposed candidate must have Cisco Certified Internetworking Expert for Voice.**

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

**\*\*\* COPY THIS FORM AS MANY TIMES AS NEEDED \*\*\***







**ATTACHMENT EIGHT  
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS  
(Experience and Qualifications)**

**CONTACT CENTER ACD ENGINEER**

<b>Candidate's Name:</b>
--------------------------

**Requirement:** The proposed candidate must have a minimum of 24 months engineering experience in implementing including integration/configuration, and supporting Cisco Unified Intelligence Suite (CUIS) or Cisco Unified Intelligence Center (CUIOC) with Cisco Unified Contact Center Enterprise (UCCE).

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

\*\*\* COPY THIS FORM AS MANY TIMES AS NEEDED \*\*\*

**ATTACHMENT EIGHT  
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS  
(Experience and Qualifications)**

**CONTACT CENTER CVP ENGINEER**

**Candidate's Name:**

**Requirement: The proposed candidate must be a Cisco Certified Internetworking Expert for Voice.**

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

**\*\*\* COPY THIS FORM AS MANY TIMES AS NEEDED \*\*\***



**ATTACHMENT EIGHT  
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS  
(Experience and Qualifications)**

**CONTACT CENTER CVP ENGINEER**

<b>Candidate's Name:</b>
--------------------------

**Requirement:** The proposed candidate must have a minimum of 24 months engineering experience in implementing and supporting Cisco Customer voice Portal (CVP) technologies using various integration methods to backend systems in the Cisco Unified Contact Center Enterprise (UCCE) environment.

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

\*\*\* COPY THIS FORM AS MANY TIMES AS NEEDED \*\*\*

**ATTACHMENT EIGHT  
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS  
(Experience and Qualifications)**

**CONTACT CENTER CVP ENGINEER**

<b>Candidate's Name:</b>
--------------------------

**Requirement:** The proposed candidate must have a minimum of 24 months engineering experience in implementing, including integration/configuration, and supporting Cisco Unified Intelligence Suite or Cisco Unified Intelligence Center with Cisco Customer Voice Portal (CVP).

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

\*\*\* COPY THIS FORM AS MANY TIMES AS NEEDED \*\*\*



**ATTACHMENT EIGHT  
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS  
(Experience and Qualifications)**

**CONTACT CENTER ACD DEVELOPER**

<b>Candidate's Name:</b>
--------------------------

**Requirement: The proposed candidate must have a minimum of 24 months experience developing Cisco Computer Telephony Integration Operating System (CTI OS) solutions.**

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

**\*\*\* COPY THIS FORM AS MANY TIMES AS NEEDED \*\*\***

**ATTACHMENT EIGHT  
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS  
(Experience and Qualifications)**

**CONTACT CENTER ACD DEVELOPER**

<b>Candidate's Name:</b>
--------------------------

**Requirement: The proposed candidate must have a minimum of 36 months experience developing Cisco Agent Desktop (CAD) solutions.**

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

**\*\*\* COPY THIS FORM AS MANY TIMES AS NEEDED \*\*\***









**ATTACHMENT NINE**

**DEPARTMENT OF ADMINISTRATIVE SERVICES  
STANDARD AFFIRMATION AND DISCLOSURE FORM  
EXECUTIVE ORDER 2011-12K**

Governing the Expenditure of Public Funds on Offshore Services

All of the following provisions must be included in all invitations to bid, requests for proposals, state term schedules, multiple award contracts, requests for quotations, informal quotations and statements of work. This information is to be submitted as part of the response to any of the procurement methods listed.

---

**CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE:**

By the signature affixed to this response, the Bidder/Offeror affirms, understands and will abide by the requirements of Executive Order 2011-12K. If awarded a contract, the Bidder/Offeror becomes the Contractor and affirms that both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States.

The Bidder/Offeror shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information may subject the Bidder/Offeror to sanctions, termination or a damages assessment. If the Bidder/Offeror will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip)

Name/Principal location of business of subcontractor(s):

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

2. Location where services will be performed by Contractor:

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip)

Name/Location where services will be performed by subcontractor(s):

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

**ATTACHMENT NINE**

**DEPARTMENT OF ADMINISTRATIVE SERVICES  
STANDARD AFFIRMATION AND DISCLOSURE FORM  
EXECUTIVE ORDER 2011-12K**

Governing the Expenditure of Public Funds on Offshore Services

3. Location where state data will be stored, accessed, tested, maintained or backed-up, by Contractor:

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address, City, State, Zip)

Name/Location(s) where state data will be stored, accessed, tested, maintained or backed-up by Sub-contractor(s):

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

4. Location where services to be performed will be changed or shifted by Contractor:

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address, City, State, Zip)

Name/Location(s) where services will be changed or shifted to be performed by subcontractor(s):

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

|

**ATTACHMENT TEN**  
**INTENTIONALLY DELETED**

## **ATTACHMENT ELEVEN COST SUMMARY**

The Cost Summary is comprised of four components. The State is seeking the offeror pricing for three Project scenarios and the Rate Card. The State will evaluate each of the three scenarios as part of determining the highest ranking offeror. The Rate Card is required for pricing the scenarios and for quoting all future work that will be documented in the IDA.

### **Project Scenarios (addressed in detail within Attachments 12 and 13)**

1. County VoIP Telephony Project Scenario – The Contractor is expected to complete the Discovery and Estimate phase at no cost to the State for each county or ODJFS program area. This phase is similar to the process a vendor utilizes to present a quote to a customer therefore it will be considered a “cost of doing business”. The Contractor must propose labor rates for key and non-key personnel to address this project scenario detailing which resources are required and the number of hours that are needed for each resource to complete the work. The proposed labor rates will be used for the term of the contract. The details of this scenario are described in the attached County VoIP Telephony Project Scenario document. The high level milestones and project deliverables are documented in Attachment Two; these milestones and deliverables must be addressed in the Proposal for each scenario.
2. ACD Project Scenario – The Contractor is expected to complete the Discovery and Estimate phase at no cost to the State for each county or ODJFS program area. This phase is similar to the process a vendor utilizes to present a quote to a customer therefore it will be considered a “cost of doing business”. The Contractor must propose labor rates for key and non-key personnel to address this project scenario detailing which resources are required and the number of hours that are needed for each resource to complete the work. The proposed labor rates will be used for the term of the contract. The details of this scenario are described in the attached ACD & IVR Project Scenario document. The high level milestones and project deliverables are documented in Attachment Two; these milestones and deliverables must be addressed in the Proposal for each scenario.
3. IVR/CVP Project Scenario - The Contractor is expected to complete the Discovery and Estimate phase at no cost to the State for each county or ODJFS program area. This phase is similar to the process a vendor utilizes to present a quote to a customer therefore it will be considered a “cost of doing business”. The Contractor must propose labor rates for key and non-key personnel to address this project scenario detailing which resources are required and the number of hours that are needed for each resource to complete the work. The proposed labor rates will be used for the term of the contract. The details of this scenario are described in the attached ACD & IVR Project Scenario document. The high level milestones and project deliverables are documented in Attachment Two ; these milestones and deliverables must be addressed in the Proposal for each scenario.”

The following tables list the positions that may be used for each of the three Project Scenarios described below. Offerors are required to complete the tables to determine the planned work effort and costs to successfully address the Project Scenarios.

For the county <b>VoIP Telephony Project Scenario</b> , the vendor will supply estimated labor hours required to complete the project. Labor hours will be provided for project management, business analyst, application development, and engineering personnel.	Required Hours	Labor Rate	Total
<b>Key Resources</b>			
1. Project Manager			
2. VoIP Telephony Business Analyst			
3. VoIP Telephony Engineer			
<b>Non-Key Resources</b>			
4. Technical Writer			
5. Trainer			
<b>Total for County VoIP Telephony Project Scenario</b>			

For the <b>ACD Project Scenario</b> , the vendor will supply estimated labor hours required to complete the project. Labor hours will be provided for project management, business analyst, application development, and engineering personnel.	Required Hours	Labor Rate	Total
<b>Key Resources</b>			
1. Project Manager			
2. Contact Center Business Analyst			
3. Contact Center ACD Engineer			
4. Contact Center ACD Developer			
<b>Non-Key Resources</b>			
5. Junior Contact Center ACD Developer			
6. Technical Writer			
7. Trainer			
<b>Total for ACD Project Scenario</b>			

For the <b>IVR/CVP Project Scenario</b> , the vendor will supply estimated labor hours required to complete the project. Labor hours will be provided for project management, business analyst, application development, and engineering personnel.	Required Hours	Labor Rate	Total
<b>Key Resources</b>			
1. Project Manager			
2. Contact Center Business Analyst			
3. Contact Center CVP Engineer			
4. Contact Center CVP Developer			
<b>Non-Key Resources</b>			
5. Junior Contact Center CVP Developer			
6. Technical Writer			
7. Trainer			
<b>Total for IVR/CVP Project Scenario</b>			

**ATTACHMENT ELEVEN**

**COST SUMMARY RATE CARD (continued)**

**Rate Card.** The following table lists the positions that may be used in the IDAs. The rate card contains different columns for commitment or actual spending levels that will be identified by Deliverables in the IDAs. The offeror must provide its most competitive rates for the identified positions.

The State expects that the hourly rates provided in the 3 month and 6 month columns will reflect the longer commitment with a lower cost than the straight hourly rate.

<b>Position Title</b>	<b>Hourly Rate</b>		<b>&gt;3 Month (or IDA spend &lt; \$1M)</b>	<b>&gt;6 Month (or IDA spend &gt; \$1M)</b>
<b>Project/Advisory Positions</b>				
<b>Project Manager</b>	\$		\$	\$
<b>Technical/Specialist Positions</b>				
<b>VoIP Telephony Business Analyst</b>	\$	X	\$	\$
<b>VoIP Telephony Engineer</b>	\$	X	\$	\$
<b>Contact Center BA</b>	\$	X	\$	\$
<b>Contact Center ACD Engineer</b>	\$	X	\$	\$
<b>Contact Center CVP Engineer</b>	\$	X	\$	\$
<b>Contact Center ACD Developer</b>	\$	X	\$	\$
<b>Contact Center CVP Developer</b>	\$	X	\$	\$
<b>Junior Contact Center ACD Developer</b>	\$	X	\$	\$
<b>Junior Contact Center CVP Developer</b>	\$	X	\$	\$
<b>Technical Writer</b>	\$	X	\$	\$
<b>Trainer</b>	\$	X	\$	\$

|

**ATTACHMENT TWELVE  
COUNTY VOIP PROJECT SCENARIO**

**SCOPE**

The scope of this implementation includes the installation and configuration as well as ongoing support for the Site A. **There are 120 phones to be connected at Site A.**

**DIRECT INWARD DIAL (DID) NUMBERS (TELEPHONE NUMBERS)**

Site A will be using DIDs for the entire agency. New DIDs will be provisioned for all users at this site. A total of **xxx** DIDs will be ordered to ensure that all phones on the new VoIP installation will have a specific DID and will be included in their new PRI order. The following list includes block of numbers that will be provisioned to users at the site. The specific details of numbers assigned to individuals are captured in the Cut sheet (Appendix B) version of this document.

***New DIDs***

<b>Range #</b>	<b>Beginning Number</b>	<b>Ending Number</b>	<b>Total DIDs in range</b>
1	xxx-xxx-xxxx	xxx-xxx-xxxx	xx
2	xxx-xxx-xxxx	xxx-xxx-xxxx	xx
3	xxx-xxx-xxxx	xxx-xxx-xxxx	xx

***Numbers to be ported***

The following numbers have been identified as those that will need ported / provisioned for purposes of the Site A County deployment. The table below provides the action necessary for each number. **Site A is responsible for coordinating with the carrier the scheduled porting of these numbers to the new PRI.**

**Main Numbers:**

<b>Department</b>	<b>Number</b>	<b>Action</b>	<b>Translation</b>
Department 1	xxx-xxx-xxxx	A Auto Attendant	aaaXXX
Department 2	xxx-xxx-xxxx	B Auto Attendant	bbbXXX
Department 3	xxx-xxx-xxxx	C Auto Attendant	cccXXX
Department 4	xxx-xxx-xxxx	D Auto Attendant	dddXXX
Department 1	xxx-xxx-xxxx	No action necessary, Remote Call Forwarded in cloud	n/a

**Fax Numbers:**

<b>Department</b>	<b>Fax Number</b>	<b>Inbound / Outbound</b>	<b>Action</b>
-------------------	-------------------	---------------------------	---------------

Department 1	xxx-xxx-xxxx	Both	Porting of number needs scheduled with Carrier
Department 2	xxx-xxx-xxxx	Both	Porting of number needs scheduled with Carrier
Department 3	xxx-xxx-xxxx	Both	Porting of number needs scheduled with Carrier
Department 4	xxx-xxx-xxxx	Both	Porting of number needs scheduled with Carrier

There are a total of 4 physical lines associated with the Right Fax solution. Only two of the public facing numbers are to be ported which are identified above

**Other Numbers Porting**

<i>Department</i>	<i>Number</i>	<i>Action</i>	<i>Translation</i>
Director's Number	xxx-xxx-xxxx	No auto-attendant, this should ring to the phone directly.	n/a

**TRUNKING**

Local and long distance carrier is and will remain xxxxxx. Xxxx PRIs will be provisioned for the initial implementation of this site. The details of the order are provided in the embedded document below:

<Embed Doc here>

**FAX LINES**

Three fax machines - 1 on the 1<sup>st</sup> floor, 1 on the 2<sup>nd</sup> floor in xxxxx Building and a single fax machine is located in the xxxx building (Admin Fax). xxxxx fax is located in the xxxxx building; all users in both building have the ability to utilize the xxxxx solution.

A total of **x fax lines** of which **xnumbers** will be ported over to the new VoIP solution. Four of the lines are provisioned for Right Fax.

<i>Department</i>	<i>Fax Number</i>	<i># of Physical Lines</i>	<i>Inbound / Outbound</i>	<i>Action</i>
Department 1	xxx-xxx-xxxx	2	Both	Porting of number needs scheduled with Carrier
Department 2	xxx-xxx-xxxx	2	Both	Porting of number needs scheduled with Carrier
Department 3	xxx-xxx-xxxx	1	Both	Porting of number needs scheduled with Carrier
Department 4	xxx-xxx-xxxx	1	Both	Porting of number needs scheduled with Carrier

**TTY**

One public TTY machine is available in the xxxxxxx, **integration** is needed at the time of this implementation.

## CALLER ID

**Outbound:** DID will be presented to the public, no masking will be necessary for the initial implementation.

**Inbound:** Carrier will present all 10-digits delivered by the carrier. 10-digits will be delivered to phone.

**Internal:** Name associated with extension.

## LONG DISTANCE AUTHORIZATION CODES

Long Distance Authorization codes are not in use today. This **is not** a requirement at the time of the initial implementation.

## PAGING SYSTEM

### **Overhead:**

Overhead paging system is currently installed. Five (5) zones are defined in the current system. xxxxx paging system is current system. All users have the ability to page and receive pages.

### **Phone:**

One phone paging zone is defined in the current system. Details are provided in the cut sheet. All users have the ability to page and receive pages.

### **Paging zone details**

Paging Zone #	Overhead / Phone?	Extension	Paging DN
1 – All Page	Overhead		
2 – Supervisors	Phone		

## NETWORK

Data drops are needed in a handful of locations to accommodate an IP phone. **Site A is responsible for coordinating the installation of the additional drops.** The site has a single MDF in JFS building and two IDFs in the Job Solutions building. Job Solutions building has about 31 phones (9 on 1<sup>st</sup> floor, 22 on the 2<sup>nd</sup> floor), JFS building houses 84 phones. Three fax machines - 1 on the 1<sup>st</sup> floor, 1 on the 2<sup>nd</sup> floor in Job Solutions Building and a single fax machine is located in the JFS building (Admin Fax). Right fax is located in the JFS building; all users in both building have the ability to utilize the Right Fax solution.

## VOICEMAIL

### **Standard Voice Mail**

Voice Mail will be provided for all users of the system and the following parameters will be the standard Voice Mail settings for users of this site.

Variable	Standard Setting
Mailbox Size	3300 (seconds)
Maximum Caller Message Size	480 (seconds)
Message Expiry Time	120 (days)

Play Tutorial	Yes
Allow Login Without PIN	No
Fax enabled	No

### Group Delivery Message

Along with standard user mailboxes, General Delivery mailboxes will be used at this location. The table below outlines the extensions associated to these mailboxes and associated users that have access to these mailboxes. **xxxxx** hunt groups will be provisioned as part of the initial deployment of the system

GDM Box#	xxxx	xxxx	xxxx	xxxx
GDM Members	xxxx	xxxx	xxxx	xxxx

### Remote Access to Voicemail

A DID will be provisioned to allow users of the system to call in and retrieve voicemail remotely, the DID is **xxxxx**. **A separate DID will need identified for this function.**

### Live Record

The Live Record function will allow users to initiate the recording of a call to voice mail using the soft keys on their phone. This recording is stored as a voicemail in the mailbox of the user how initiated the recording and can be transferred throughout the system in the same method as a normal voice message.

### AUTO ATTENDANT

This site has the need for a two Auto Attendant scripts. The scripts are detailed and included in Appendix A of this document. The numbers that will point to the auto attendants are the following

<i>Department</i>	<i>Number</i>	<i>Action</i>	<i>Translation</i>
Department 1	xxx-xxx-xxxx	A Auto Attendant	aaaXXX
Department 2	xxx-xxx-xxxx	B Auto Attendant	bbbXXX
Department 3	xxx-xxx-xxxx	C Auto Attendant	cccXXX
Department 4	xxx-xxx-xxxx	D Auto Attendant	dddXXX
Department 1	xxx-xxx-xxxx	No action necessary, Remote Call Forwarded in cloud	n/a

### STANDARD PHONE CONFIGURATION

All phones will be configured with two lines on each phone. Both lines will have the same extension ID and be configured so that calls roll to the second line when the first line is busy. Users may make outbound calls using either line on their phone.

**CALL PARK**

Call Park has been identified as a business requirement. A total of 5 call park numbers are needed, those extensions are the following:

- 50
- 51
- 52
- 53
- 54

\*\*These numbers need coordinated in the dial plan.

**HUNT GROUPS**

Hunt Group ID#	1	2	3	4
Pilot #	xxxx	xxxx	xxxx	xxxx
Total Members	2	2	3	2
Configuration Type	Longest Idle	Longest Idle	Longest Idle	Longest Idle
Member Exts	xxxx	xxxx	xxxx	xxxx
Final	Voicemail	Voicemail	Voicemail	Voicemail
GDM Box#	4440	4441	4442	4443
GDM Members	xxxx	xxxx	xxxx	xxxx

**DIAL PLAN**

**Inbound:** The inbound PRIs are provisioned to deliver 10 digits from the carrier. The site is provisioned with DIDs and all phones registered to the system will have the ability to be dialed directly from the carrier.

**Internal:** Internal 4-digit extensions will be provisioned for all phones registered to the system. Users of the system will have the ability to dial extension to extension via the 4-digit extensions.

**Outbound:** All outbound calls to the PSTN will require a trunk access code of 9. All local calls require 9 +10-digits and long-distance require 91+10-digits, and international requires 9011 + 10-digits.

**Centrex:** Do not have Centrex dialing plan for this agency.

**Site A is also requesting 4-digit dialing to other county agencies. A list has been provided with extensions**

<b>Name</b>	<b>4-digit Extension</b>
XXXXX	XXXX

**911 CALLS**

All emergency calls will be completed using 9+911. The address that should appear is **XXXXXXXXXXXXX**. The xxxxxxxx building (xxxx) will not have its own gateway for 911. The county has requested that all buildings involved in this deployment will use the **XXXXXXXXXXXXX**

**PICKUP GROUPS**

Pickup groups will be used at this site and defined in the cutsheet. ODJFS has also validated that calls can be picked up from a hold state.

**SOFT KEY TEMPLATES**

The following is the Standard softkey template deployed for all phones. The following tables show the softkeys available in each state for each of the profiles at this site.

<b>Public</b>					
<b>Idle</b>	New Call				
<b>Seized</b>	End Call				
<b>Alerting</b>	End Call				
<b>Connected</b>	End Call				
<b>Ringin</b>	Answer				

\*Blocked features are Call Fwd All, Conference, Group Pickup, Park, Park Pickup, DND

<b>Associate</b>					
<b>Idle</b>	Redial	New Call	Call Fwd All	Pickup	DND
<b>Seized</b>	End Call	Redial			
<b>Alerting</b>	End Call				

<b>Connected</b>	End Call	Hold	Live Record	Conference	Park
<b>Ringling</b>	Answer				

<b>Manager</b>					
<b>Idle</b>	Redial	New Call	Call Fwd All	Pickup	
<b>Seized</b>	End Call	Redial			
<b>Alerting</b>	End Call				
<b>Connected</b>	End Call	Hold	Live Record	Conference	Park
<b>Ringling</b>	Answer				

<b>Executive</b>					
<b>Idle</b>	Redial	New Call	Call Fwd All	Pickup	
<b>Seized</b>	End Call	Redial			
<b>Alerting</b>	End Call				
<b>Connected</b>	End Call	Hold	Live Record	Conference	Park
<b>Ringling</b>	Answer				

<b>Attendant</b>					
<b>Idle</b>	Redial	New Call	Call Fwd All	Pickup	
<b>Seized</b>	End Call	Redial			
<b>Alerting</b>	End Call				
<b>Connected</b>	End Call	Hold	Live Record	Conference	Park
<b>Ringling</b>	Answer				

<b>Agent</b>					
<b>Idle</b>	Redial	New Call	Call Fwd All	Pickup	
<b>Seized</b>	End Call	Redial			
<b>Alerting</b>	End Call				

<b>Connected</b>	End Call	Hold	Live Record	Conference	Park
<b>Ringling</b>	Answer				

**CLASS OF SERVICE / USER PROFILES**

The following templates were developed and modified as part of the requirements process. These profile definitions are used to define the feature set and associated Class of Service for each user type. These templates are not necessarily defined in the system, but used as a point of reference for configuration engineers during the installations and setup of the system

Profile Type	Definition & Features
<b>Public</b>	<p>This profile is designed for phones that are located in public areas (e.g. lobby, waiting room, cafeteria, etc.) and as such access and features are commonly highly restricted.</p> <p><b>Features:</b></p> <ul style="list-style-type: none"> <li>▪ Emergency 911 dialing</li> <li>▪ Internal</li> <li>▪ Local</li> <li>▪ Long Distance</li> </ul>
<b>Associate</b>	<p>This profile is designed for general-purpose business users and feature a robust set of commonly used telephone functions, but include dialing restrictions for 9xx-type calls and international calls.</p> <p><b>Features:</b></p> <ul style="list-style-type: none"> <li>▪ Internal extension dialing</li> <li>▪ Emergency 911 dialing</li> <li>▪ Local</li> <li>▪ Long Distance</li> <li>▪ Call pickup</li> <li>▪ 'Live Record' call recording with delivery to voicemail</li> <li>▪ Call conferencing for internal, local and long distance calls – (3 way)</li> <li>▪ Caller ID</li> <li>▪ Last call redial</li> <li>▪ Call forwarding (To internal)</li> <li>▪ Transfers to Internal</li> <li>▪ Internal extension directory lookup</li> <li>▪ Voicemail</li> <li>▪ Speed dialing</li> <li>▪ Paging</li> <li>▪ Do Not Disturb</li> </ul>
<b>Manager</b>	<p>This profile is designed for use by management and supervisory level personnel. The Manager profile has all of the features of the Associate profile, plus the following:</p> <p><b>Features:</b></p> <ul style="list-style-type: none"> <li>▪ No additional features</li> </ul>
<b>Executive</b>	<p>This profile is designed for upper-level managers and executives. The Executive profile has all of the features of the Associate and Manager profiles, plus the following:</p> <p><b>Features:</b></p> <ul style="list-style-type: none"> <li>▪ International dialing</li> </ul>

Profile Type	Definition & Features
<b>Attendant</b>	This profile is designed for operator-type users who answer and monitor call status for an organization. The Attendant profile has all of the features of the Associate profile, plus the following:  <b>Features:</b> <ul style="list-style-type: none"> <li>Transfers to external numbers</li> </ul>
<b>Agent</b>	Need to get clarification on any modifications for an agent profile

## CONFERENCING

**3-way conferencing** will be enabled for all users at this site as part of the original deployment.

## HEADSETS

Plantronics Savi WO100 Wireless Headset System, they have a total number of about 45. The team has validated that these headsets are compatible with the Cisco phones deployed at this site.

## EQUIPMENT LIST

The county will be using the following equipment within this location

Item	Brief Description	Qty	JFS Provided	County Provided
<b>Phones</b>				
Cisco 6901	Single line Standard phone	X	X	X
Cisco 6921	Two line Standard Phone	X	X	X
Cisco 6941	Four line Standard Phone	X	X	X
Cisco 6961	Twelve line Standard Phone	X	X	X
Cisco 7942	Two line Premium Phone	X	X	X
Cisco 7962	Six button Premium phone	X	X	X
Cisco 7915	IP Phone Grayscale Expansion Module	X	X	X
Cisco 7937	Conference Phone	X	X	X
Cisco Mic Kit	Conference Phone Mic kit	X	X	X
Wall Mount kits	Charcoal Locking Wall mount kit for 6900 Series	X	X	X
<b>Telephony Adapters</b>				
Cisco ATA 186	Analog Adapter	X	X	X
VIC2-2FXO	Two-port Voice Interface Card - FXO	X	X	X

<b>Additional Items</b>				
Mid Spans	24 port midspan module	X	X	X
Voicemail Licenses	Licenses for Voicemail	X	X	X

**ATTENDANT CONSOLES AND ADDITIONAL BLF CONFIGURATIONS**

Attendant Console details (7962 & 7915) and manager / supervisor (6961) phone configurations are defined below

<b>7962 Phone</b>		<b>7915 Module #1</b>			<b>7915 Module #2</b>		
<User Name>		Page 1		Page 2	Page 1		Page 2
Button	Extension	Extension	Button	Extension	Extension	Button	Extension
1	Main Line	<Empty>	1	<Empty>	<Empty>	1	<Empty>
2	Main Line	<Empty>	2	<Empty>	<Empty>	2	<Empty>
3	Main Line	<Empty>	3	<Empty>	<Empty>	3	<Empty>
4	Main Line	<Empty>	4	<Empty>	<Empty>	4	<Empty>
5	Main Line	<Empty>	5	<Empty>	<Empty>	5	<Empty>
6	Main Line	<Empty>	6	<Empty>	<Empty>	6	<Empty>
		<Empty>	7	<Empty>	<Empty>	7	<Empty>
		<Empty>	8	<Empty>	<Empty>	8	<Empty>
		<Empty>	9	<Empty>	<Empty>	9	<Empty>
		<Empty>	10	<Empty>	<Empty>	10	<Empty>
		<Empty>	11	<Empty>	<Empty>	11	<Empty>
		<Empty>	12	<Empty>	<Empty>	12	<Empty>

**7962 Phone**

<User Name>

Button	Extension
1	Main Line
2	Main Line
3	Main Line
4	Main Line
5	Main Line
6	Main Line

**7915 Module #1**

Page 1		Page 2
Extension	Button	Extension
<Empty>	1	<Empty>
<Empty>	2	<Empty>
<Empty>	3	<Empty>
<Empty>	4	<Empty>
<Empty>	5	<Empty>
<Empty>	6	<Empty>
<Empty>	7	<Empty>
<Empty>	8	<Empty>
<Empty>	9	<Empty>
<Empty>	10	<Empty>
<Empty>	11	<Empty>
<Empty>	12	<Empty>

**7915 Module #2**

Page 1		Page 2
Extension	Button	Extension
<Empty>	1	<Empty>
<Empty>	2	<Empty>
<Empty>	3	<Empty>
<Empty>	4	<Empty>
<Empty>	5	<Empty>
<Empty>	6	<Empty>
<Empty>	7	<Empty>
<Empty>	8	<Empty>
<Empty>	9	<Empty>
<Empty>	10	<Empty>
<Empty>	11	<Empty>
<Empty>	12	<Empty>

**7962 Phone**

<User Name>

Button	Extension
1	Main Line
2	Main Line
3	Main Line
4	Main Line
5	Main Line
6	Main Line

**7915 Module #1**

Page 1		Page 2
Extension	Button	Extension
<Empty>	1	<Empty>
<Empty>	2	<Empty>
<Empty>	3	<Empty>
<Empty>	4	<Empty>
<Empty>	5	<Empty>
<Empty>	6	<Empty>
<Empty>	7	<Empty>
<Empty>	8	<Empty>
<Empty>	9	<Empty>
<Empty>	10	<Empty>
<Empty>	11	<Empty>
<Empty>	12	<Empty>

**USERS**

All user information has been supplied in the form of a cut sheet for this engagement and has been provided in Appendix B of this document

**IMAP**

In order to provide the ability for exporting voicemails off of the Voicemail system, an IMAP client can be installed on management PCs within the organization. The number of installations of this client software is recommended to not exceed a total of 10. This IMAP client will be associated with a specific voicemail box to be used for exporting Voicemail. If users have the need to export a voicemail, they should forward

a copy of the voicemail to extension XXXXXXX. Authorized users can then use the IMAP client to export the voicemail as a .wav file for use external to the system.

### CALL DETAIL REPORTING

Scheduled Call Details reports will be exported from the system to the identified maintenance appliance on a daily basis. This data will feed a small CDR application that will be installed on the designate Call Data Resource Appliance (see section below) and available for management staff locally within the JFS network. This application will be installed at the time of the implementation.

The following is a screenshot of the application:

**CALL DETAIL REPORTING express**

[Daily Reports](#) | [Monthly Reports](#) | [Called Party Reports](#) | [Calling Party Reports](#)

Daily All Calls Report Results

---

**SUMMARY INFORMATION**

Search Date: **Feb 08, 2011**

Total records for this inquiry: **35966**

---

**DETAILED INFORMATION**

▼ = Ascending Sort  
▲ = Descending Sort

CALLED PARTY <span style="color: green;">▼</span> <span style="color: red;">▲</span>	CALLING PARTY <span style="color: green;">▼</span> <span style="color: red;">▲</span>	CALL START TIME	CALL END TIME	DISCONNECT REASON	DURATION
7403606732	03012345678900	2011-02-08 13:31:53	2011-02-08 13:32:33	normal call clearing (16)	00:00:40
7403606732	03012345678900	2011-02-08 13:31:53	2011-02-08 13:32:33	normal call clearing (16)	00:00:40
7403606732	7403820076	2011-02-08 13:29:43	2011-02-08 13:32:33	normal call clearing (16)	00:02:50
7403606732	7403820076	2011-02-08 13:29:43	2011-02-08 13:32:33	normal call clearing (16)	00:02:50
7403606732	7403820076	2011-02-08 13:29:43	2011-02-08 13:32:33	normal call clearing (16)	00:02:50
7402231273		2011-02-08 13:32:09	2011-02-08 13:32:36	normal call clearing (16)	00:00:27
7402231273	03012345678900	2011-02-08 13:32:09	2011-02-08 13:32:36	normal call clearing (16)	00:00:27
03012345678901	07799997403861075	2011-02-08 13:32:38	2011-02-08 13:32:38	normal call clearing (16)	00:00:00
03012345678901	07799997403861075	2011-02-08 13:32:38	2011-02-08 13:32:38	normal call clearing (16)	00:00:00

Site A will identify a location where this information can be backed up to an external drive.

## CALL DATA RESOURCE APPLIANCE

An ancillary server or PC is required for the system. This server/PC will be the repository for all CDR reports, and functions. ODJFS will provide this device.

## CALL BLOCKING

Standard call blocking will be applied to the deployed VoIP solution. The standard blocking includes the following list

<b>Blocked Number</b>	<b>Description</b>
<b>1-900-###-####</b>	Premium-rate
<b>1-976-###-####</b>	Premium-rate
<b>1-242-###-####</b>	Bahamas
<b>1-246-###-####</b>	Barbados
<b>1-264-###-####</b>	Anguilla
<b>1-268-###-####</b>	Antigua and Barbuda
<b>1-284-###-####</b>	British Virgin Islands
<b>1-441-###-####</b>	Bermuda
<b>1-473-###-####</b>	Grenada, Carriacou and Petite Martinique
<b>1-649-###-####</b>	Turks and Caicos Islands
<b>1-670-###-####</b>	Commonwealth of the Northern Mariana Islands
<b>1-767-###-####</b>	Commonwealth of Dominica
<b>1-784-###-####</b>	Saint Vincent and the Grenadines
<b>1-809-###-####</b>	British Virgin Islands
<b>1-829-###-####</b>	Dominican Republic
<b>1-868-###-####</b>	Trinidad and Tobago
<b>1-869-###-####</b>	Saint Kitts and Nevis
<b>1-876-###-####</b>	Jamaica
<b>411</b>	Directory Assistance

**Appendices**

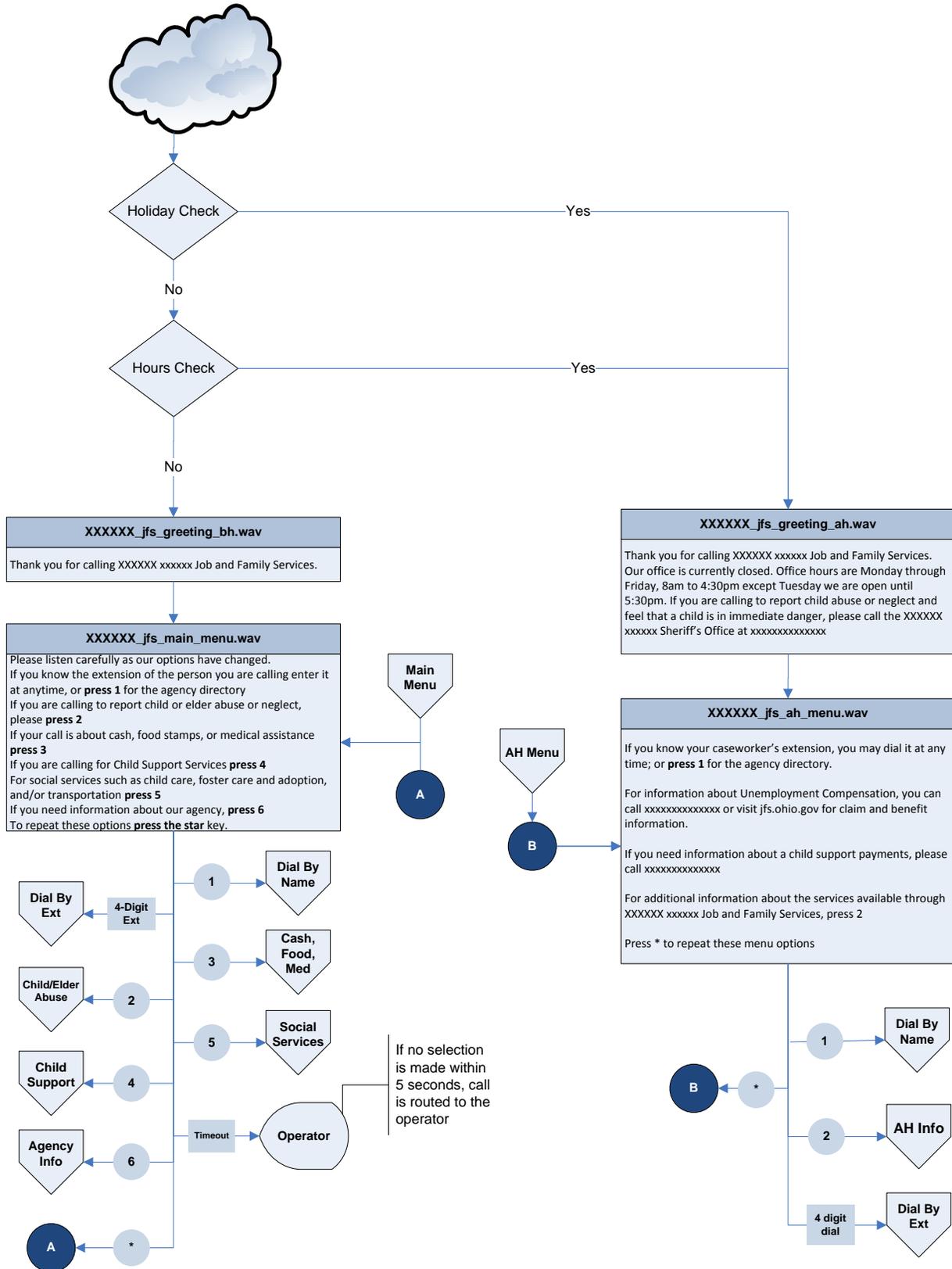
**APPENDIX A – 1. JFS - AUTO ATTENDANT**

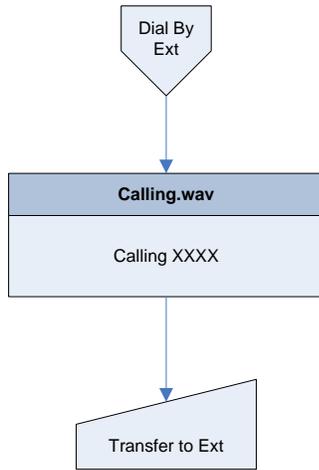
**Hours of Operation Schedule:**

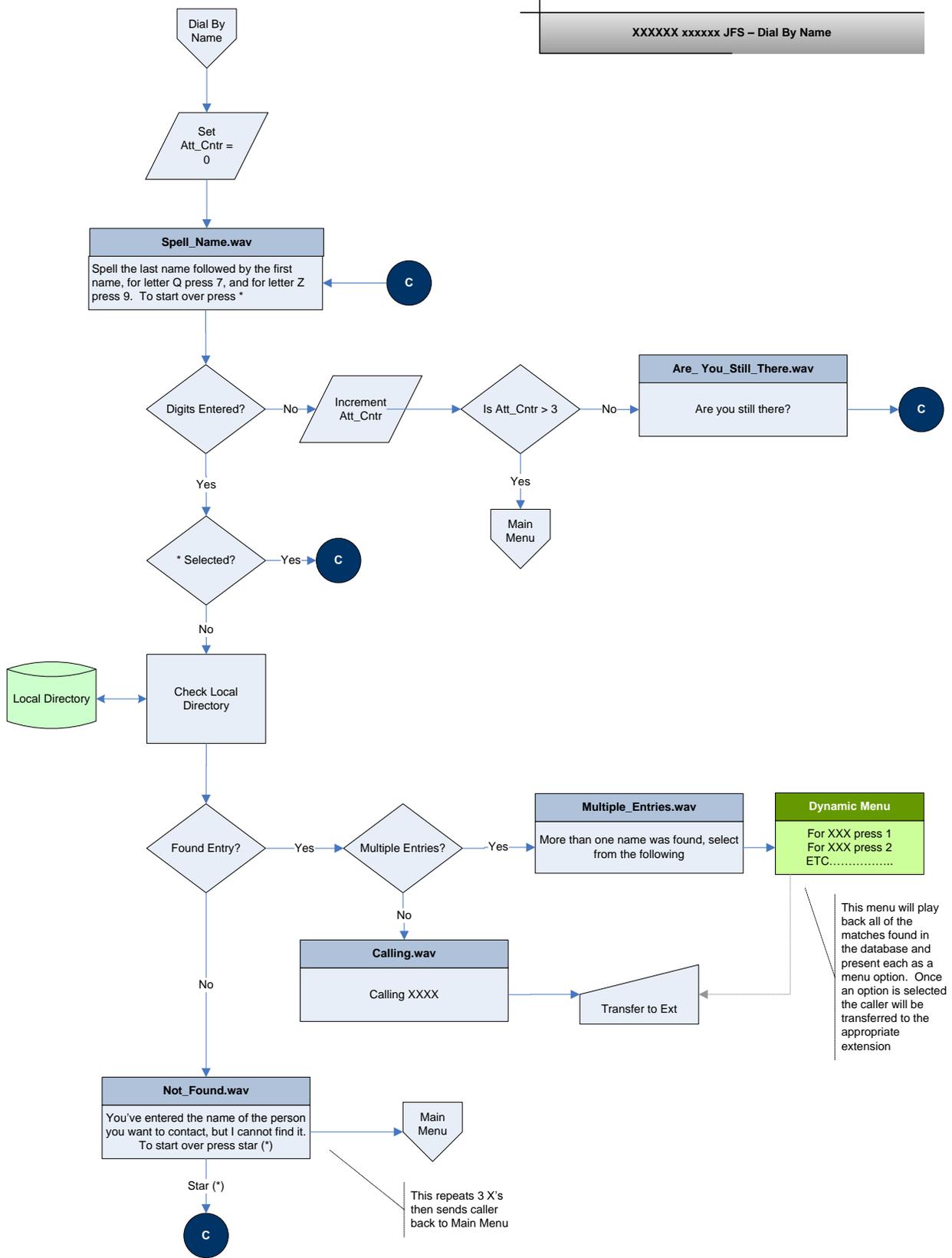
<i>Day of Week</i>	<i>Hours</i>
Monday	8:00am – 4:30pm
Tuesday	8:00am – 5:30pm
Wednesday	8:00am – 4:30pm
Thursday	8:00am – 4:30pm
Friday	8:00am – 4:30pm
Saturday	Closed
Sunday	Closed

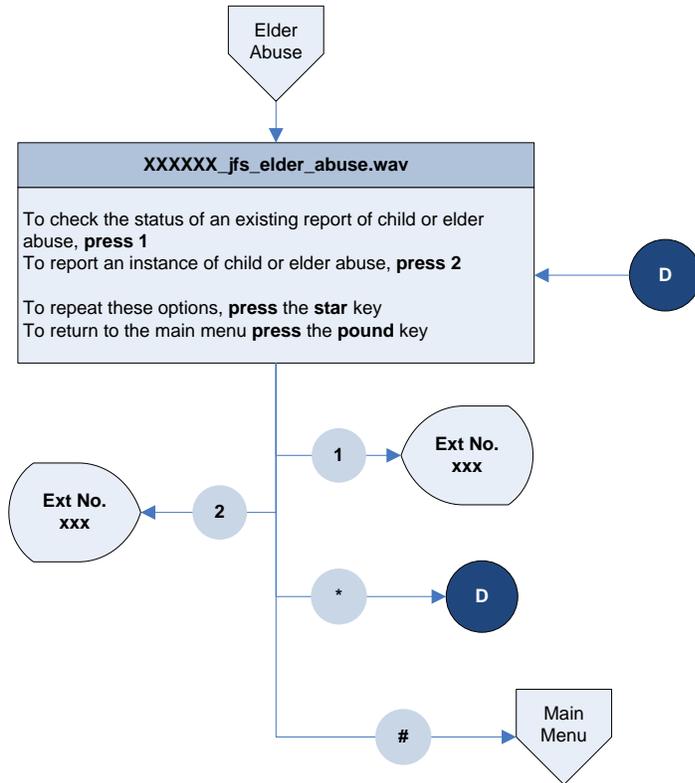
**Holiday & CSD Schedule:**

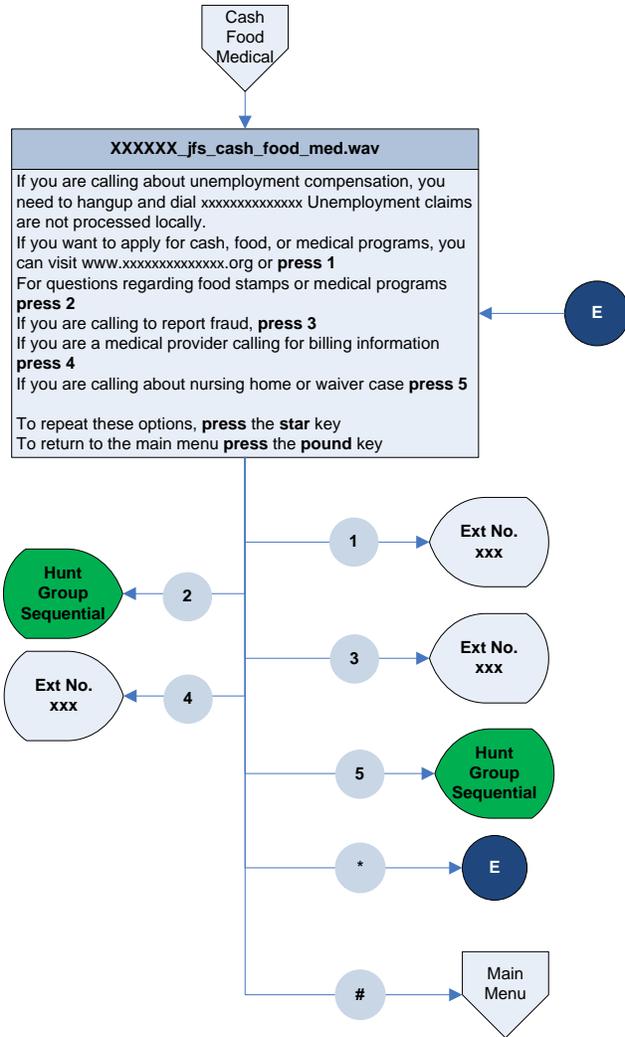
<b>2011</b>		<b>2012</b>	
<i>Holiday</i>	<i>Date</i>	<i>Holiday</i>	<i>Date</i>
MLK	01/17	New Year's	01/02
President's	02/21	MLK	01/16
Memorial	05/30	President's	02/20
Independence	07/04	Memorial	05/28
Labor	09/05	Independence	07/04
Columbus	10/10	Labor	09/03
Veteran's	11/11	CSD	10/08
Thanksgiving	11/24	Veteran's	11/12
Thanksgiving2	11/25	Thanksgiving	11/22
Christmas	12/26	Thanksgiving2	11/23
		Christmas	12/25

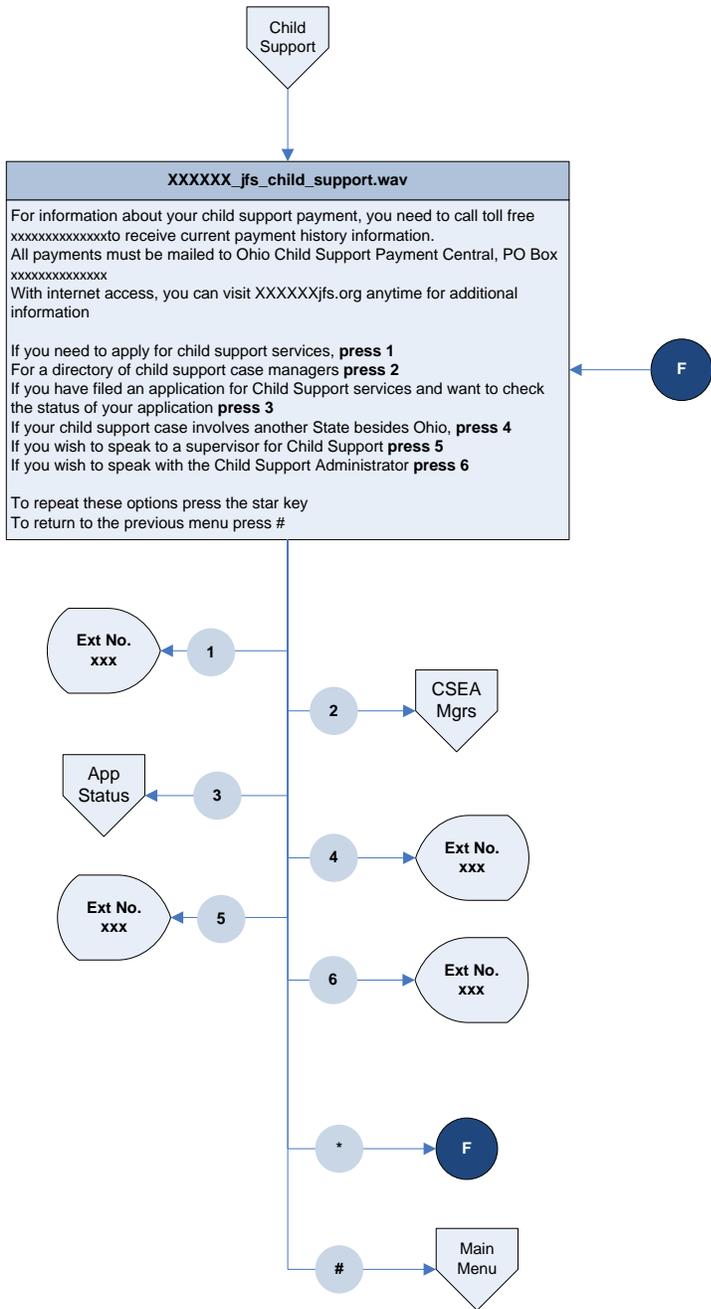


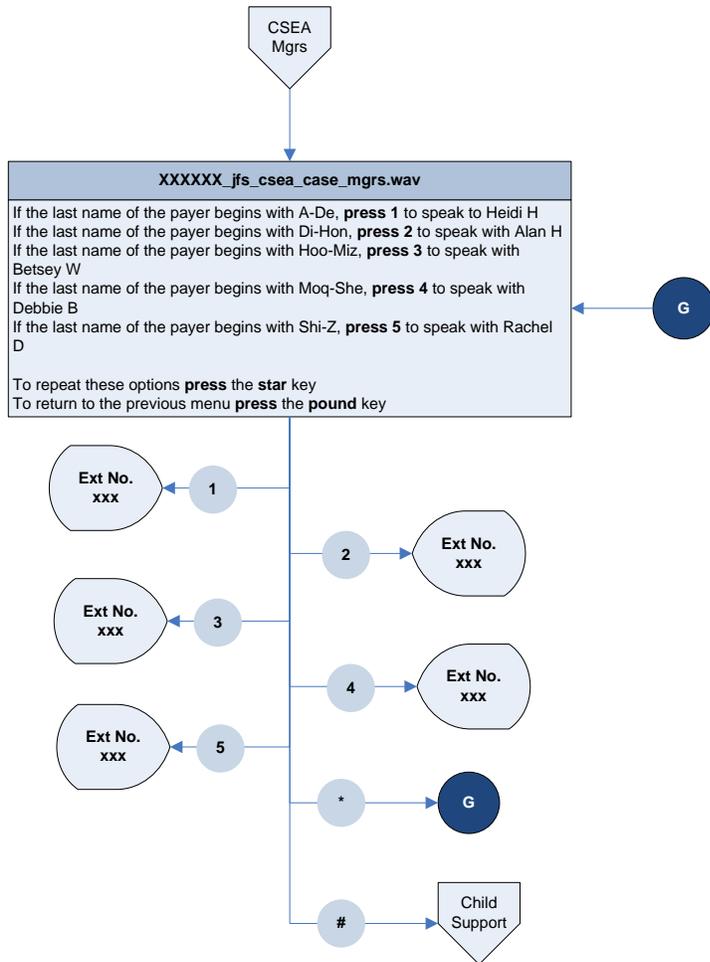


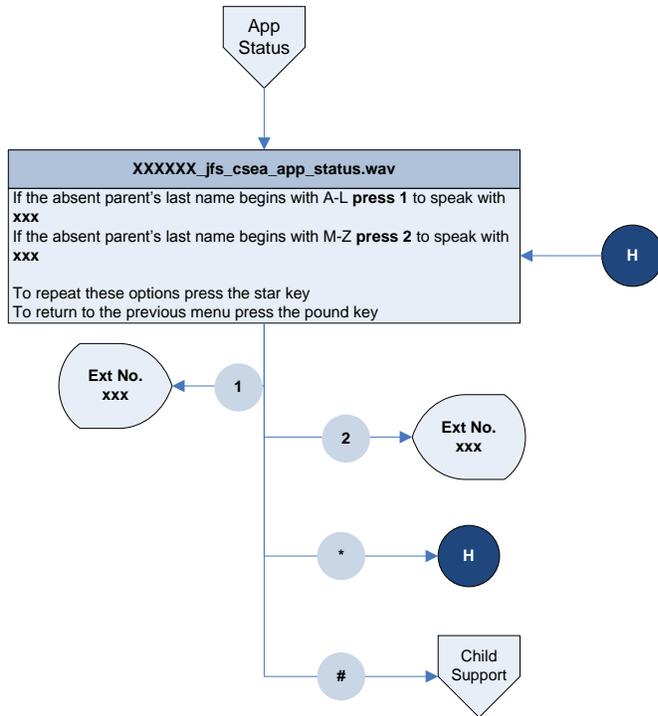


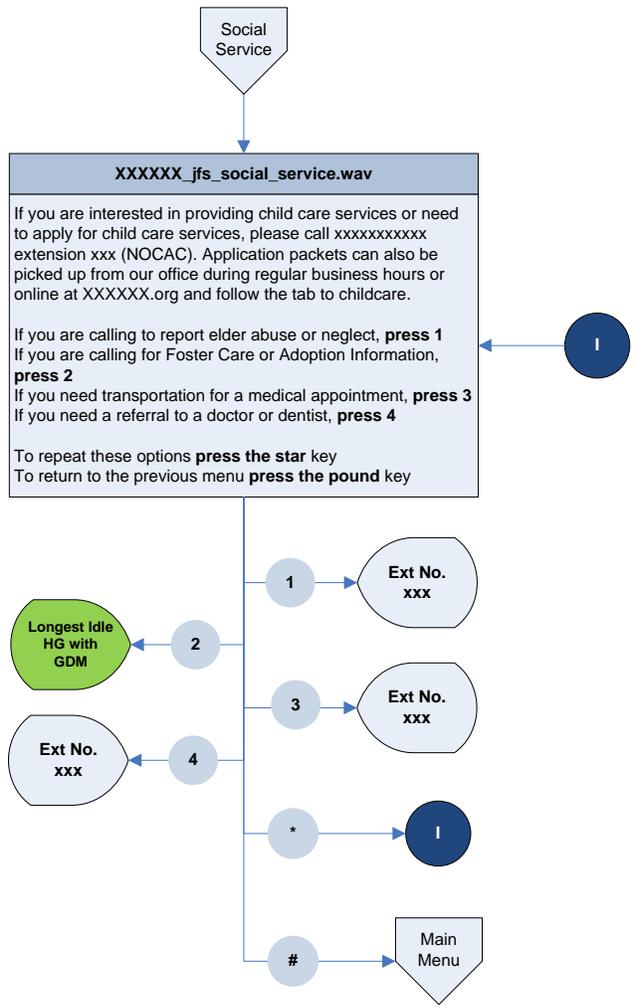


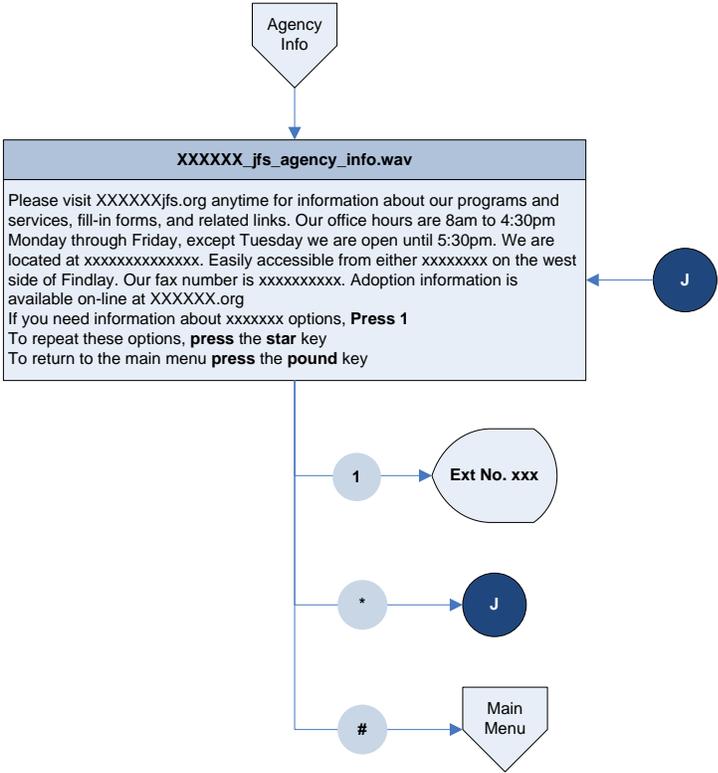


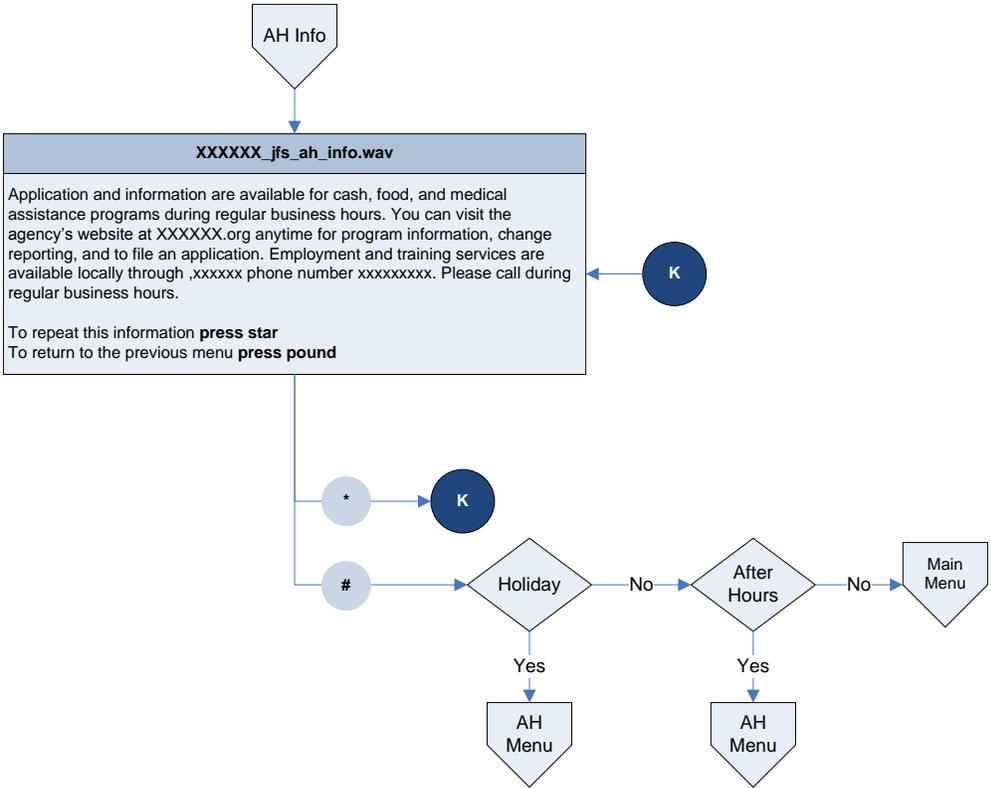












## APPENDIX B – CUT SHEET

Cut sheet is embedded in the document below.

**<embed cut sheet>**

**APPENDIX C - FLOOR PLAN**

**<embed floor plan>**

**SIGNOFF**

The following parties approve the content within this Requirements document and agree that all business requirements have been clearly and accurately been represented for the initial development and build out of the Site A Telephony solution

---

Site A Printed Name

---

Site A Signature

---

Date

## ATTACHMENT THIRTEEN

### ACD AND IVR/CVP PROJECT SCENARIOS

#### ACD PROJECT SCOPE:

ODJFS is seeking a vendor who will provide services for the design, build, and implementation of an ACD application(s) on the existing ODJFS UCCE with CVP environment. The application will service the Unemployment Compensation departments within the agency.

The applications are currently built on an Aspect Spectrum platform and this effort will require the vendor to replicate what is currently in place today by using existing design documentation as well as participation in focus groups to identify any new functionality or clarification on existing functionality. The current UCCE with CVP environment at ODJFS is comprised of a fully redundant and geographically separated solution. The selected vendor will be required to utilize the existing infrastructure for this effort.

The diagrams in **Section X** of this document illustrate the high-level designs of the current and future environments for the enterprise contact center environment.

The current versions of the core components within the environment consist of the following:

- CVP 8.0
- ICM 7.5(5)
- Call Manager 6.1.4.1190-3

Vendor will provide professional services to design, develop, test and deploy a Unified Contact Center Enterprise (UCCE) ACD application to replace the existing UC ACD application as defined. This application will be deployed on existing ODJFS production infrastructure described above. Additionally the vendor is responsible for integration to peripherals as part of the contact center migration.

ODFJS has a development environment that mirrors the current production environment. This environment will be the platform the selected vendor will develop and test all applications prior to deployment into production.

The ACD application is based on the following documents:

- **ACD Local Operations ACD Call Flows – Section Y of this document**

The following sections contain the details of items within scope, out of scope and associated assumptions:

#### **In Scope:**

- Vendor will conduct site analysis and business design sessions as required to understand ODJFS Cisco UCCE/CVP “as-built” infrastructure as well as “as-built” ACD business design documentation.
- Design and Development of ICM scripts to provide equivalent functionality as defined in **Section Y** of this document (ACD Local Operations ACD Call Flows) within the current environment outlined in **Section X**
- Development of ICM scripts as required to redirect calls using Century Link Take Back and Transfer (TnR) when and where appropriate.

- Development and configuration as required: database tables, stored procedures, etc. on ODJFS provided SQL Database Clusters to meet the requirements of the ACD applications.
- Development of System and UAT test scenarios and System and UAT test plans to validate requirements and functionality.
- Execution of System and UAT test plans and remediation of any discrepancies found.
- Configuration and build of 600 agents within the Enterprise Telephony environment.
- Assistance in the deployment and configuration of 600 CAD clients to agent desktops
- Training for 600 agents on the CAD client
- Training for 20 Supervisors/Managers on the CAD client
- Configuration of UCCE system for integration to NICE Quality monitoring system
- Configuration of UCCE system for integration to Verint Work Force Management system.
- Configuration of UCCE system for integration to Virtual Hold Technologies virtual queuing system (Concierge and Rendezvous).
- Configuration of UCCE system for integration to Symon Wallboard digital signage solution (integration and configuration with CUIS system may be necessary and to be included).
- Vendor will develop up to 5 custom reports as defined by ODJFS on the existing CUIS platform
- Vendor will develop and develop equivalent real-time agent group and queue views/dashboards on the existing CUIS system
- Configuration and implementation of basic CTI scripting for screen pops based on caller input

### **Assumptions**

- ODJFS will provide as-built application documentation for the basis of the preliminary design.
- ODJFS Stakeholders will be engaged to review the proposed call flow designs to validate required functionality and identify any gaps or application enhancements.
- ODJFS will provide all Cisco production and development hardware, software, licensing, QoS network connectivity, Microsoft SQL database clusters and any other components required for development, testing and deployment of the applications.
- ODJFS will provide and physically install any newly identified hardware and operating system software if required.
- ODJFS will provide VPN and security access for remote gateway and application development and testing
- ODJFS will provide test data required for execution of solution testing.
- ODJFS will provide test toll free numbers to facilitate test execution.
- ODJFS will provide prompt recordings to be converted to Cisco format; mono, 8 bit, 8khz, CCIT U-Law
- ACD applications will utilize Cisco native Text to Speech for data playback

### **Out of Scope:**

- Voice LAN/WAN Quality of Service (QoS)
- Speech Recognition
- Prompt Recordings

### **DELIVERABLES:**

The following deliverables will be separate, but identical for each application being developed:

#### **1. Analysis**

- a. Site analysis and business design sessions as required to understand ODJFS technical and business environments.
- b. Project Plans
- c. Communication Plan
- d. Risk / Issue Tracking
- e. Action Item Tracking

- f. Outline of Business Requirements Documentation
- 2. Design**
- a. Business Design Documentation - Including, but not limited to:
    - i. Call Flows – CVP and ICM
    - ii. Database Designs, File Layouts, and Stored Procedures
  - b. Technical Design Documentation – Including, but not limited to:
    - i. Revised technical designs, Visios, etc.
  - c. Report Design
  - d. Test Plans
- 3. Implementation**
- a. Solution Development
  - b. Deployment
  - c. Unit and System Testing
    - i. Documented test scenarios covering all possible transactions in the ACD application.
    - ii. Documented execution of testing, iterations as required.
    - iii. Remediation of failed test scenarios
  - d. UAT (including reports)
    - i. Documented test scenarios covering all possible transactions in the ACD application.
    - ii. Documented execution of testing, iterations as required.
    - iii. Remediation of failed test scenarios
  - e. Training
    - i. Supervisor and Agent training (multiple sessions on site)
    - ii. Training materials consisting of presentations and documentation
- 4. Launch**
- a. Deployment of solution into the production environment
  - b. Day 2 Go-Live Support
  - c. Remediation of any outstanding issues
- 5. Transition**
- a. Update and turnover of “As Built” design documentation
  - b. Walkthrough of system configuration
  - c. Handoff of solution to support

## **IVR/CVP PROJECT SCOPE:**

ODJFS is seeking a vendor who will provide services for the design, build, and implementation of two IVR applications on the existing ODJFS UCCE with CVP environment. The two applications will service the Unemployment Compensation Review Commission (UCRC) and the Unemployment Compensation Tax (UC Tax) departments within the agency. The applications are currently built on a third party IVR platform and this effort will require the vendor to replicate what is currently in place today using existing design documentation as well as the addition of any enhancements needed to the call flows. The current UCCE with CVP environment at ODJFS is comprised of a fully redundant and geographically separated solution. The selected vendor will be required to utilize the existing infrastructure and licensing for this effort.

The diagrams in **Section X** of this document illustrate the high-level designs of the current and future environments for the enterprise contact center environment.

The current versions in the environment consist of the following:

- CVP 8.0
- ICM 7.5(5)
- Call Manager 6.1.4.1190-3

The following provides some background on the business use of the applications and average call volumes.

### **Unemployment Compensation Review Commission (“UCRC”) IVR**

Toll free: 866-833-8272, Volume: ~7,000 calls/month

The purpose of the UCRC IVR is to provide information to unemployment compensation claimants regarding the time, date, and location of their appeal hearing, and provide both the outcome of an appeal and general information on the appeals process. The IVR application is offered in English and Spanish and has a user community consisting of claimants and employers. The procedure for providing user data involves the scheduled import of a file from the RC Express host system via daily FTP. This file replaces the previous day's data and is imported into defined tables in a shared local database cluster. The current IVR is comprised of 48 voice ports (2 – T1s), with the ability to use the Qwest Take Back and Transfer (TNR) function for call transfers.

### **UNEMPLOYMENT COMPENSATION TAX (“UC”) IVR**

Toll free: 866-448-2829, Volume: ~10,000 calls/month

The purpose of the UC Tax IVR application is to provide employers with the ability to submit Employer's Contribution and Wage Reports and report their Federal Employer Identification Numbers. The application is offered in both English and Spanish. The procedure for providing user data involves the scheduled import of a file from the ERIC host system via daily FTP. This data is appended to defined tables in a shared local database cluster. The wage and overpayment information that is collected through the IVR is saved on the local database cluster, exported and pulled daily via FTP by the ERIC system. The current IVR is comprised of 48 voice ports (2 – T1s).

Vendor will provide professional services to design, develop, test and deploy a Cisco Customer Voice Portal (CVP) application to replace the existing UCRC and UC Tax IVR applications as defined in the “as built” appendices documentation delivered to vendor. This application will be deployed on existing ODJFS production infrastructure.

ODJFS has a development environment that mirrors the current production environment. This environment will be the platform the selected vendor will develop and test all applications prior to deployment into production.

The self service applications are based on the following documents:

- AppendixA\_UCRC.pdf (Call Flows)
- AppendixB\_UCRC.pdf (Import File Structure)
- AppendixA\_UCTax.pdf (Call Flows)
- AppendixB\_UCTax.pdf (Import / Export File Structure)

### **Assumptions**

- ODJFS will provide as-built application documentation for the basis of the preliminary design.
- ODJFS Stakeholders will be engaged to review the proposed call flow designs to validate required functionality and identify any gaps or application enhancements.
- ODJFS will provide all Cisco production and development hardware, software, licensing, QoS network connectivity, Microsoft SQL database clusters and any other components required for development, testing and deployment of the applications.
- ODJFS will provide and physically install any newly identified hardware and operating system software if required.
- ODJFS will provide VPN and security access for remote gateway and application development and testing
- ODJFS will provide test data required for execution of solution testing.
- ODJFS will provide test toll free numbers to facilitate test execution.
- ODJFS will provide IVR prompt recordings to be converted to Cisco format; mono, 8 bit, 8khz, CCIT U-Law
- IVR applications will utilize Cisco native Text to Speech for data playback
- 

### **In Scope:**

- Vendor will conduct site analysis and business design sessions as required to understand ODJFS Cisco UCCE/CVP “as-built” infrastructure as well as “as-built” IVR business design documentation.
- Development of ICM scripts as required to accept calls and transfer to CVP applications.
- Development of ICM scripts as required to redirect calls using Qwest Take Back and Transfer.
- Development and configuration as required: database tables, stored procedures, etc. on ODJFS provided SQL Database Clusters to meet the requirements of the IVR applications.
- Design and development of CVP applications as required to meet equivalent requirements and functionality as detailed in the design phase of the project.
- Development of System and UAT test scenarios and System and UAT test plans to validate requirements and functionality.
- Execution of System and UAT test plans and remediation of any discrepancies found.
- Vendor will develop custom reports, built on an existing Cisco CUIS solution, for each application, based on the following:
  - **UCRC and UC Tax Daily Call Analysis:**
    - In general, this report tracks events that are captured during calls and provides the event number, event description, number of occurrences, total time and average time
    - Reports for both IVR applications should be based on the provided example: OUC\_DailyCallAnalysis\_yyyymmdd.rtf
    - These reports must be stored locally for retrieval as well as emailed to a defined set of ODJFS groups or individuals.

- **UCRC and UC Tax Weekly Call Analysis:**
  - In general, this report tracks events that are captured during calls and provides the event number, event description, number of occurrences, total time and average time
  - Reports for both IVR applications should be based on the provided example: OUC\_WeeklyCallAnalysis\_yyyymmdd\_yyyymmdd.rtf
  - These reports must be stored locally for retrieval as well as emailed to a defined set of ODJFS groups or individuals.
- **UCRC and UC Tax Daily Call Summary Report:**
  - In general, this reports tracks total calls for the day, including total duration and average duration.
  - These reports must be stored locally for retrieval as well as emailed to a defined set of ODJFS groups or individuals.
- **UCRC and UC Tax Weekly Call Summary Report:**
  - In general, this reports tracks total calls by day for the week, beginning Monday and ending on Sunday, including total duration and average duration.
  - These reports must be stored locally for retrieval as well as emailed to a defined set of ODJFS groups or individuals.
- **UCRC and UC Tax Monthly Call Summary Report:**
  - In general, this reports tracks total calls by day for the month, including total duration and average duration.
  - These reports must be stored locally for retrieval as well as emailed to a defined set of ODJFS groups or individuals.

**Out of Scope:**

- CTI integration to third party applications
- Voice LAN/WAN Quality of Service (QoS)
- Speech Recognition
- Prompt Recordings

**DELIVERABLES:**

The following deliverables will be separate, but identical for each application being developed:

**1. Analysis**

- a. Site analysis and business design sessions as required to understand ODJFS technical and business environments.
- b. Project Plans
- c. Communication Plan
- d. Risk / Issue Tracking
- e. Action Item Tracking
- f. Outline of Business Requirements Documentation

**2. Design**

- a. Business Design Documentation - Including, but not limited to:
  - i. Call Flows – CVP and ICM
  - ii. Database Designs, File Layouts, and Stored Procedures
- b. Technical Design Documentation – Including, but not limited to:
  - i. Revised technical designs, Visios, etc.
- c. Report Design
- d. Test Plans

**3. Implementation**

- f. Solution Development
- g. Deployment
- h. Unit and System Testing
  - iv. Documented test scenarios covering all possible transactions in the IVR application.
  - v. Documented execution of testing, iterations as required.
  - vi. Remediation of failed test scenarios
- i. UAT (including reports)
  - iv. Documented test scenarios covering all possible transactions in the IVR application.
  - v. Documented execution of testing, iterations as required.
  - vi. Remediation of failed test scenarios

#### **4. Launch**

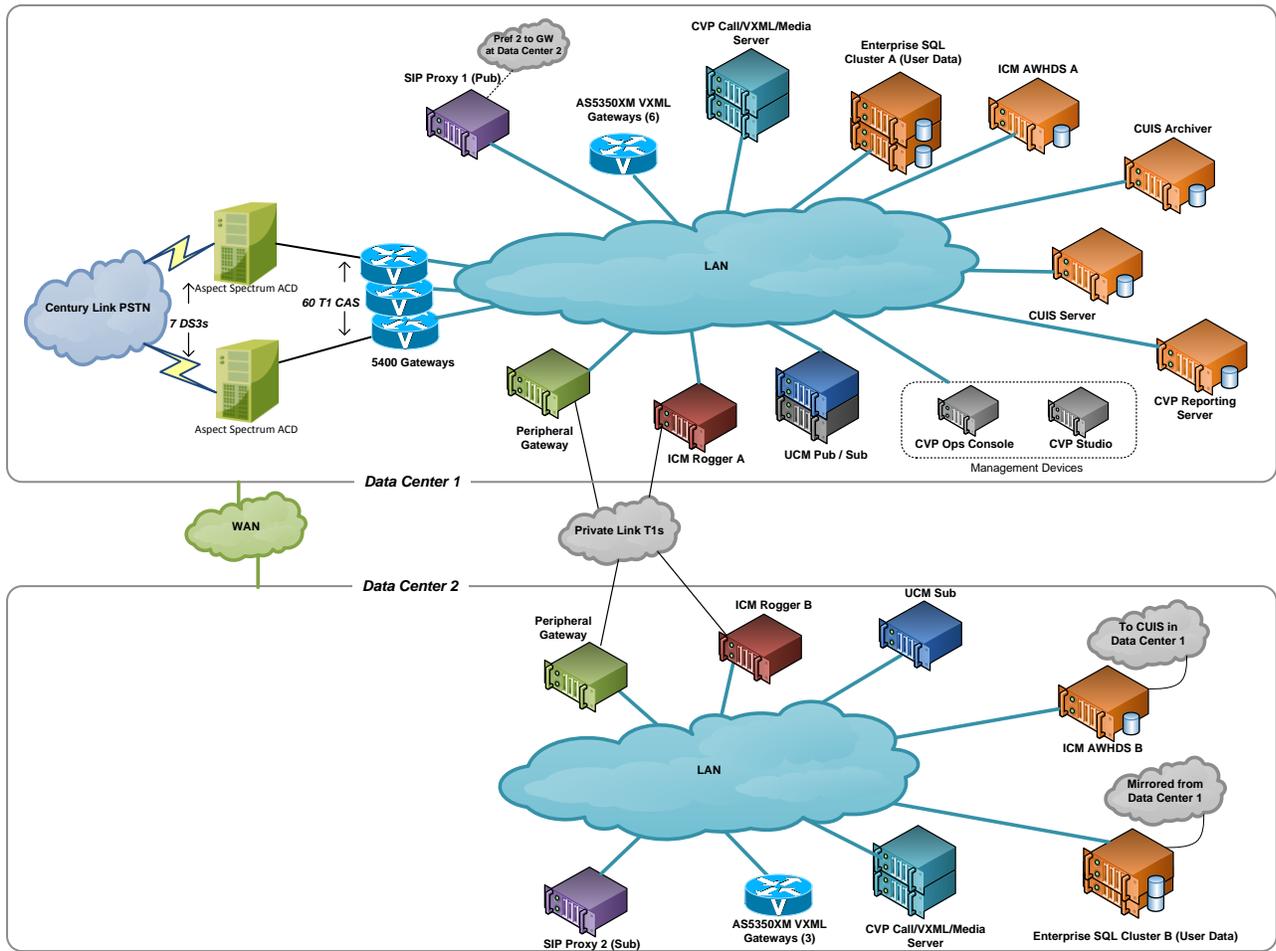
- a. Deployment of solution into the production environment
- b. Day 2 Go-Live Support
- c. Remediation of any outstanding issues

#### **5. Transition**

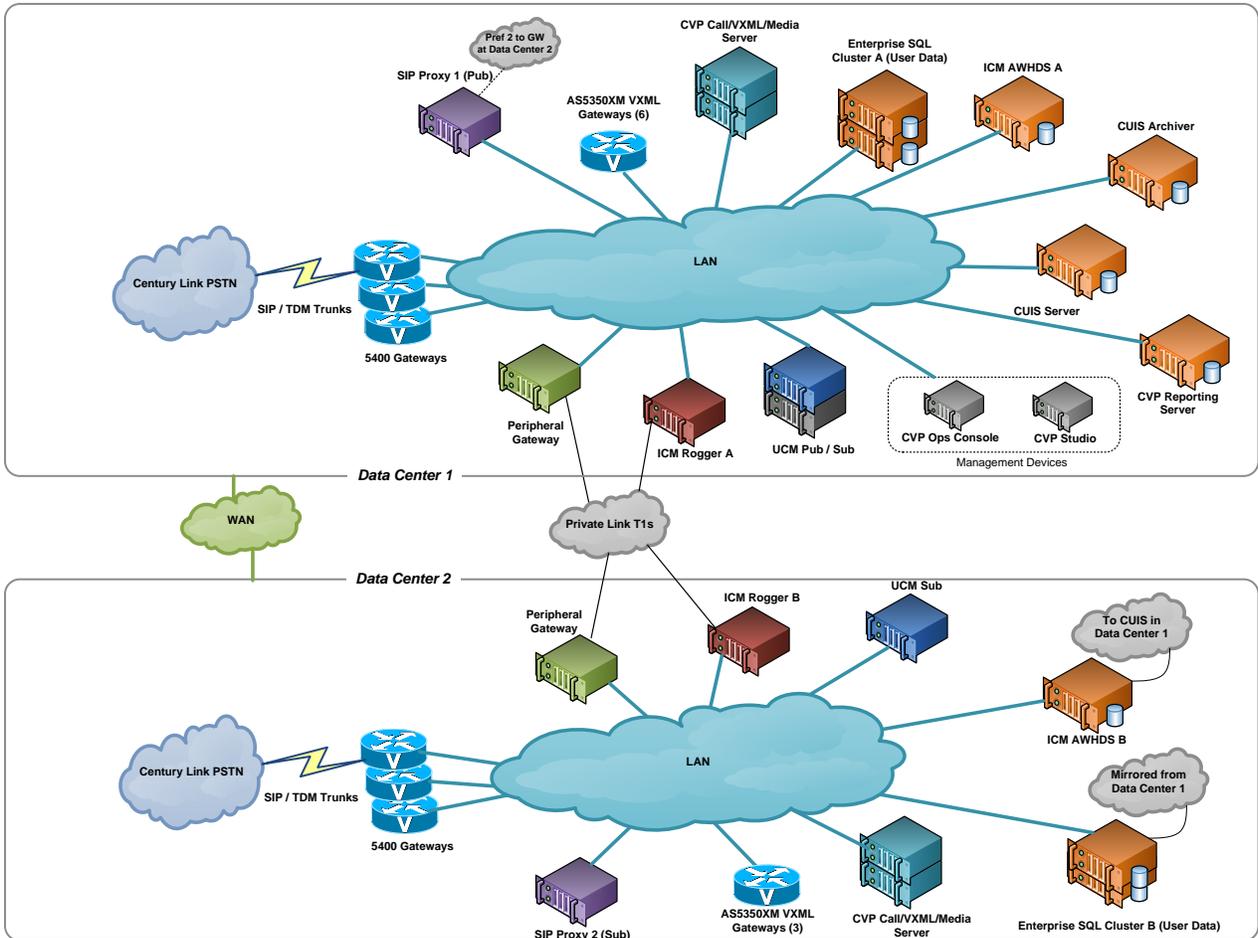
- a. Update and turnover of "As Built" design documentation
- b. Handoff of solution to support

# Section X

## Current Environment

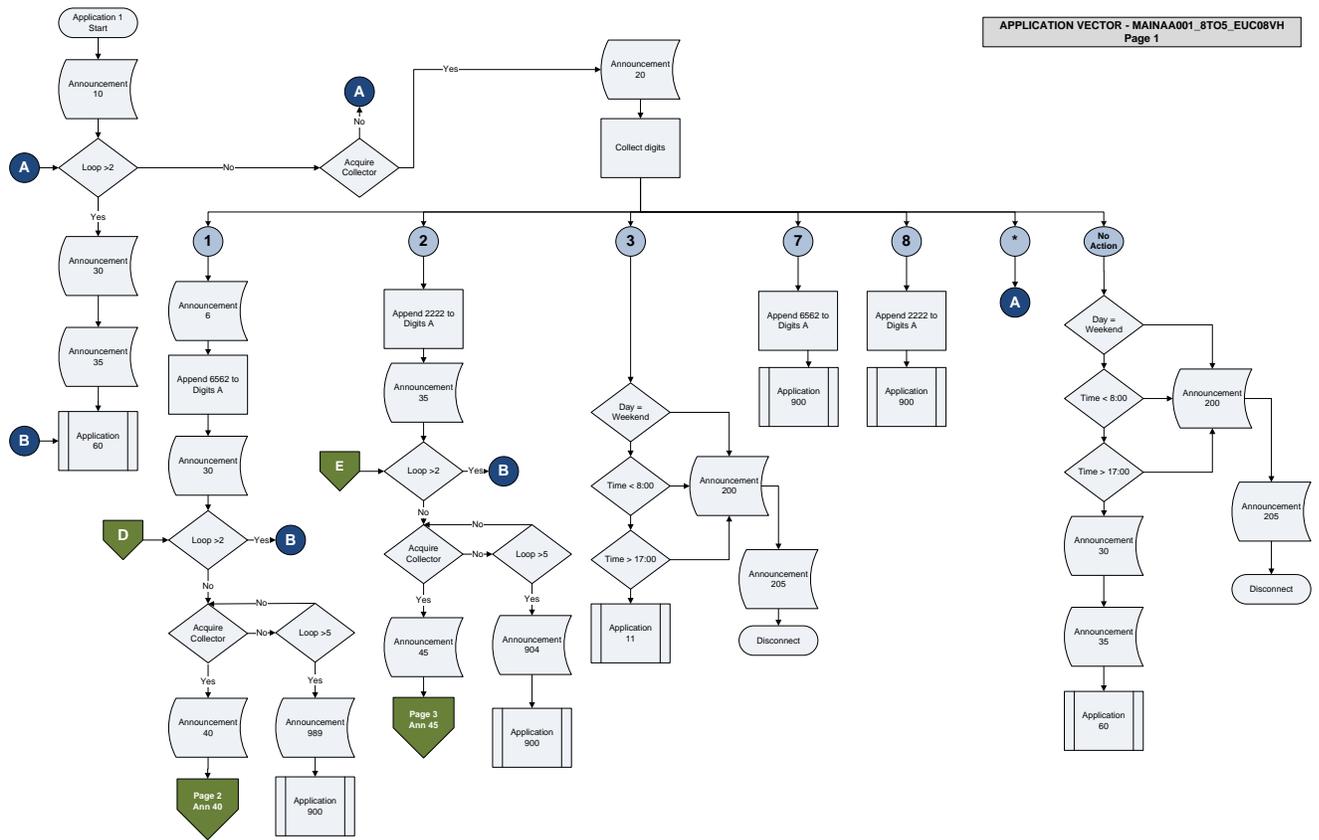


## Future Environment

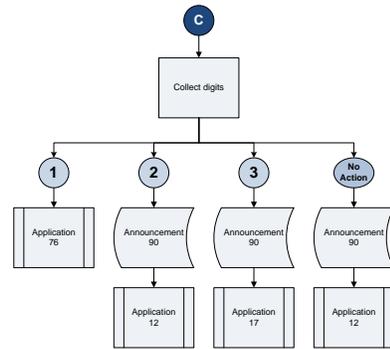
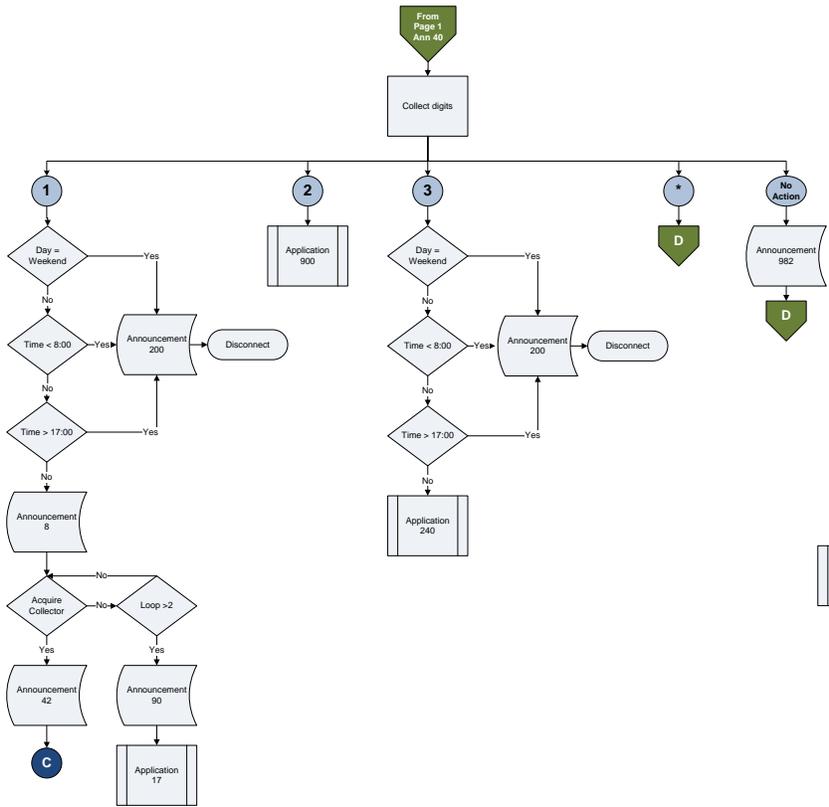


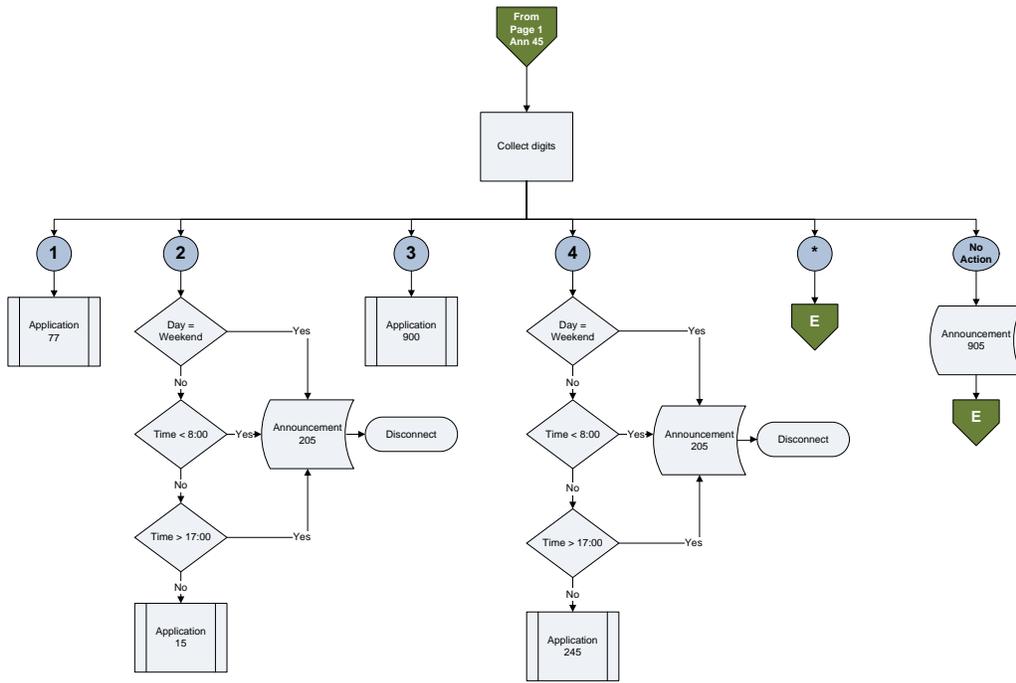
Section Y

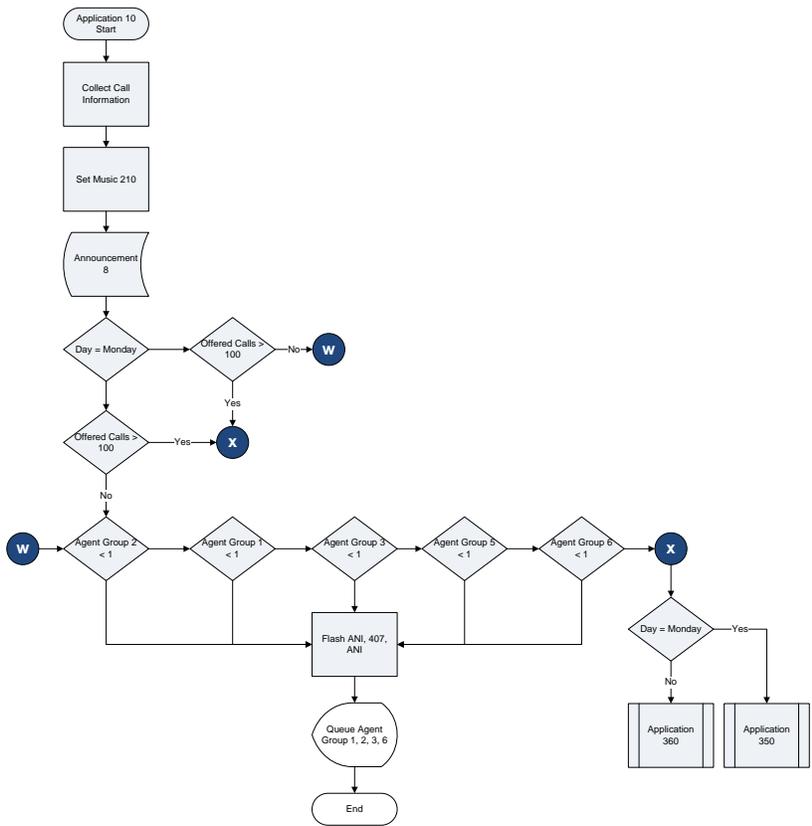
Application Call Flow

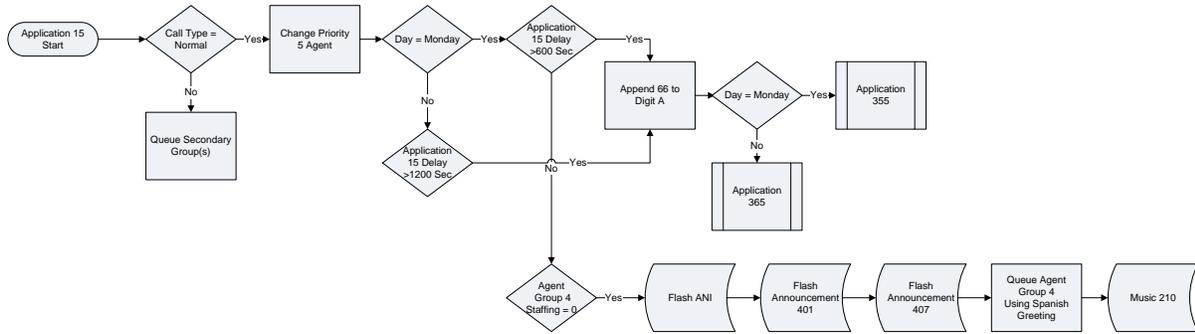


APPLICATION VECTOR - MAINAA001\_8T05\_EUC08VH  
Page 1

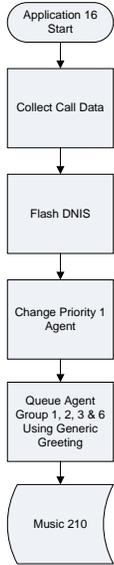




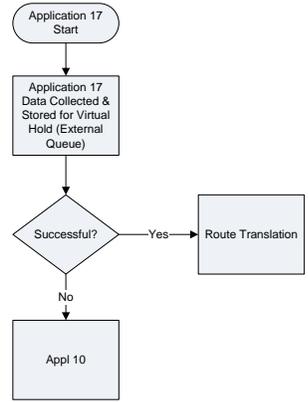




**Application 16 – OHIO\_VHCallB10**  
**Application Vector 16 - APPLV28519**



**Application 17 – OHIOVHENTRY17**  
**Application Vector 17 - APPLV11752**  
**Interfacing with Virtual Hold**



# SUPPLEMENTAL INFORMATION 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 supplement, 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 cover page does not include the pages contained in this supplement.

# **Supplement 1**

**W-9 Form**

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	
	<input type="checkbox"/> Other (see instructions) ▶	
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. The TIN provided must match the name given on the "Name" line to avoid backup withholding. 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 3. 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 3.

Social security number									

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**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 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain 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 provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**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.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt 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:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. 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 below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

### **Updating Your Information**

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

### **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.

### **Specific Instructions**

#### **Name**

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

**Disregarded entity.** Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

## Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
  2. The United States or any of its agencies or instrumentalities,
  3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
  4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
  5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
  7. A foreign central bank of issue,
  8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
  9. A futures commission merchant registered with the Commodity Futures Trading Commission,
  10. A real estate investment trust,
  11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
  12. A common trust fund operated by a bank under section 584(a),
  13. A financial institution,
  14. A middleman known in the investment community as a nominee or custodian, or
  15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

#### Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**ODJFS**

**Supplement Two**

**Details System Design**

**Call Flow**



# **Detail System Design**

## **Appendix A**

### **Call Flow**

**Ohio Department of Jobs and Family  
Services (ODJFS)**

**Unemployment Compensation  
Review Commission (UCRC)**  
**General and Hearing Information IVR**

**9/01/04**

**First Data Government Solutions**  
**A Subsidiary of govONE Solutions**  
**11311 Cornell Park Drive, Suite 300**  
**Cincinnati, OH 45242**  
**Voice 513-489-9599**  
**Fax 513-489-6521**  
[www.govconnect.com](http://www.govconnect.com)

## Table of Contents

REVISION HISTORY.....	3
PURPOSE.....	4
WELCOME MESSAGE & MAIN MENU.....	5
.....	6
GENERAL INFORMATION .....	7
OTHER ODJFS TELEPHONE NUMBERS.....	9
HEARING SPECIFIC CASE DATA .....	10
REASSIGNMENT INFORMATION .....	11
TAPE OR FILE COPY INFORMATION .....	12
.....	12
PLAY SUBPOENA INFORMATION .....	13
SOCIAL SECURITY NUMBER AND DOCKET NUMBER CHECK .....	14
DOCKET NUMBER VALIDATION.....	15
AUTOMATIC REPEAT RULE .....	16
TIME CHECK AND TRANSFER .....	17

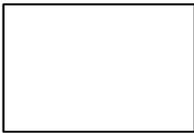
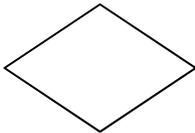
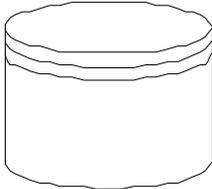
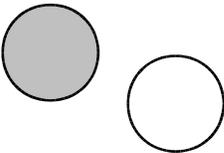
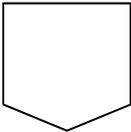
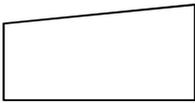
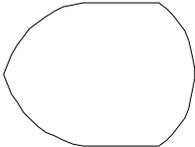
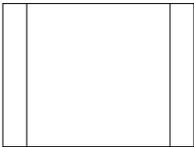
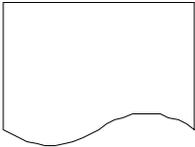
## Revision History

<b>Revision Date</b>	<b>Version</b>	<b>Reason for Revision</b>
9/1/04	1.0	Initial Version
9/10/04		Final Version

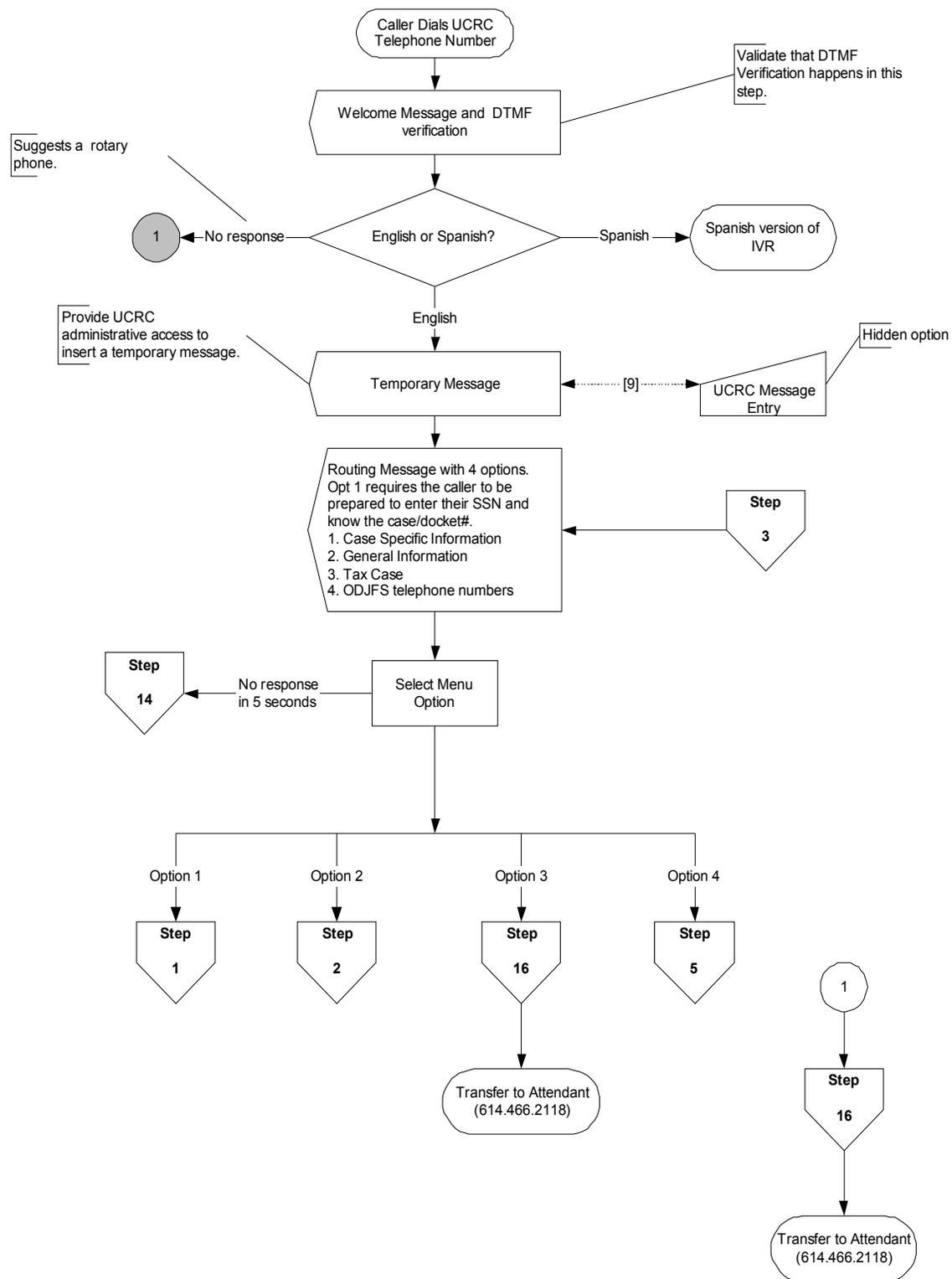
## Purpose

The purpose of these processing call flows is to serve as the basis for the design of the UCRC call script. The progression and options available to a caller are depicted in these processing flows.

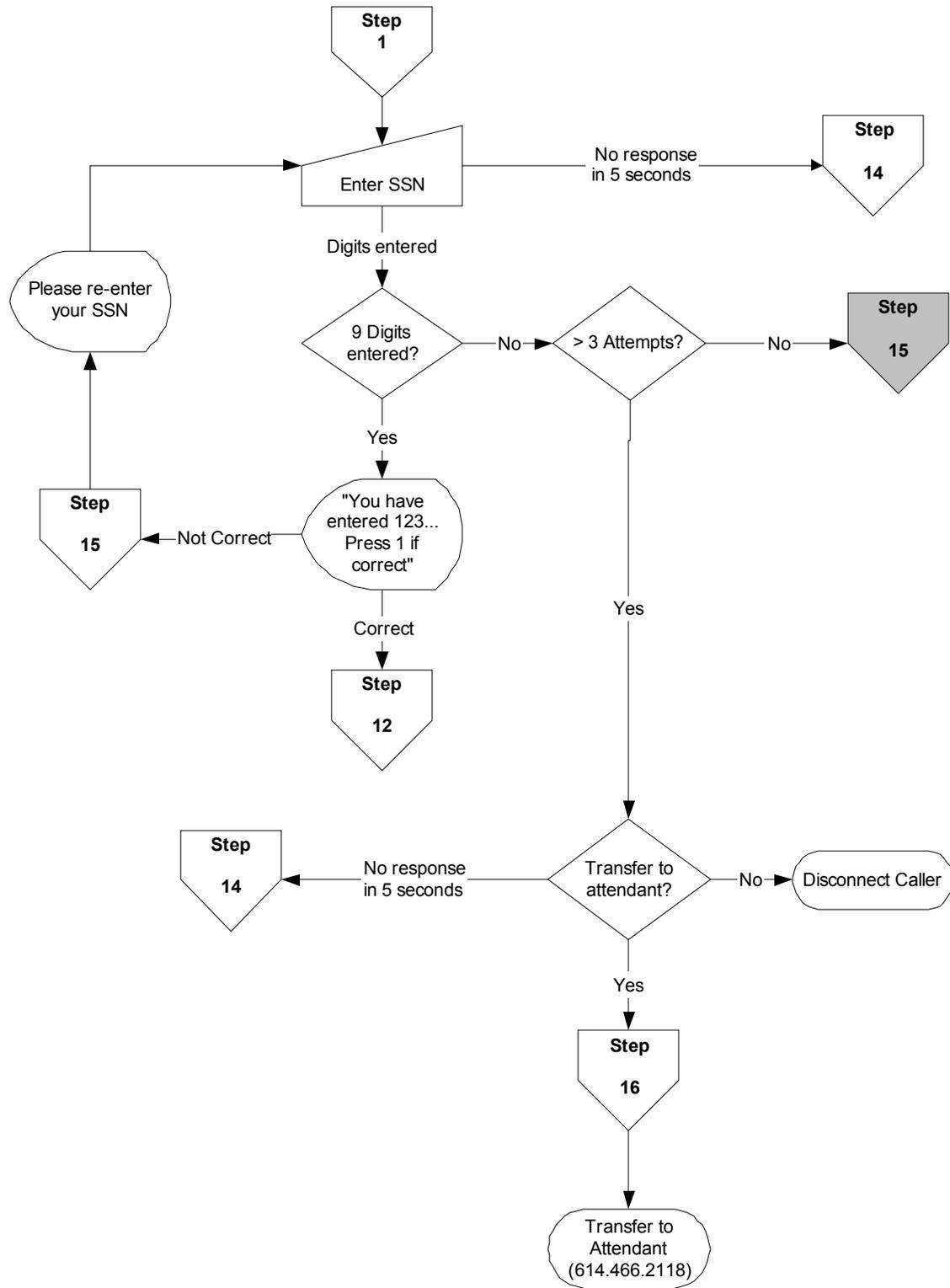
Standard flow charting symbols were used. The following table defines each symbol:

			
<b>PROCESS:</b> An action or series of actions to be taken such as specific business operations or rules.	<b>DECISION:</b> This symbol represents a decision.	<b>MESSAGE TO USER:</b> Communication to the user (phrase played).	<b>DATABASE:</b> Used to represent writing to or retrieving information from a database.
			
<b>ON-PAGE CONNECTOR:</b> Connects remote flowchart portions on the same page. Gray shape indicates original reference point.	<b>OFF-PAGE CONNECTOR:</b> To connect flowchart portions onto a different page.	<b>MANUAL INPUT:</b> A prompt for the caller to make a touch-tone or spoken response	<b>DISPLAY:</b> Represents data being displayed or played back to the user.
			
<b>PREDEFINED PROCESS:</b> A stand-alone process.	<b>WEB PAGE:</b> Represents a Web Page.	<b>DOCUMENT:</b> Any Written communication such a letter, fax or email.	<b>TERMINATOR:</b> The start or end of a flowchart.

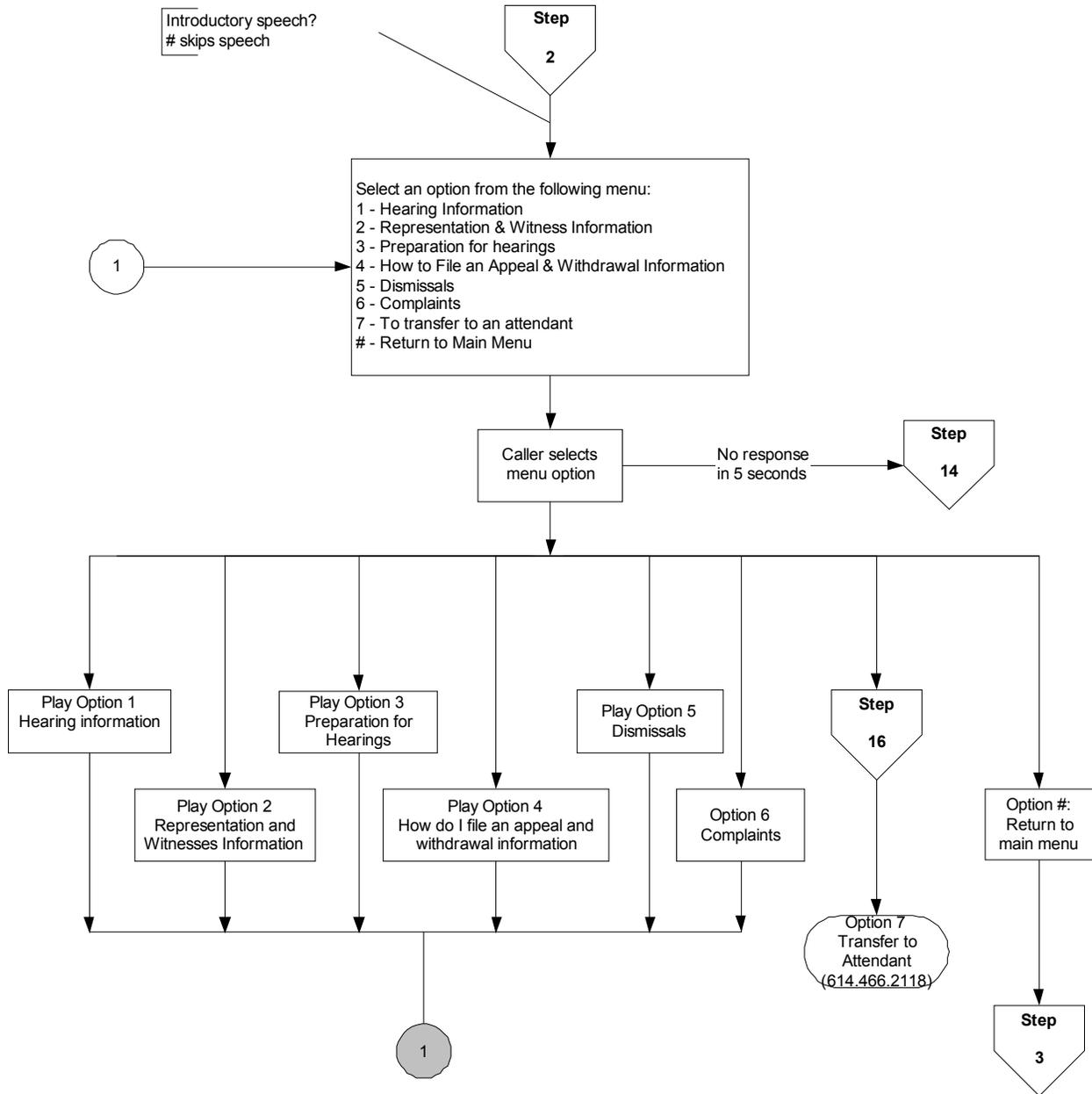
# Welcome Message & Main Menu



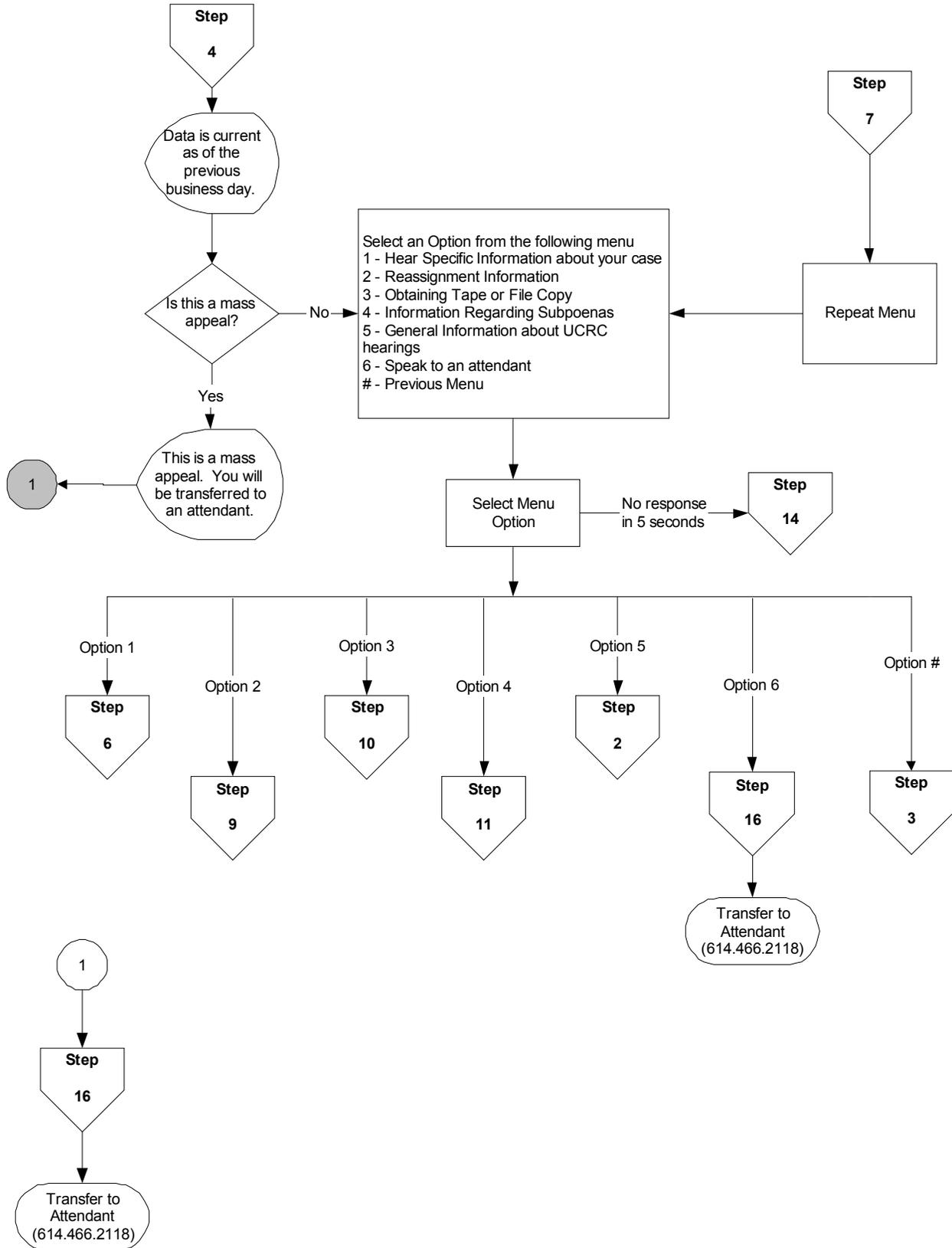
# Validate Social Security Number



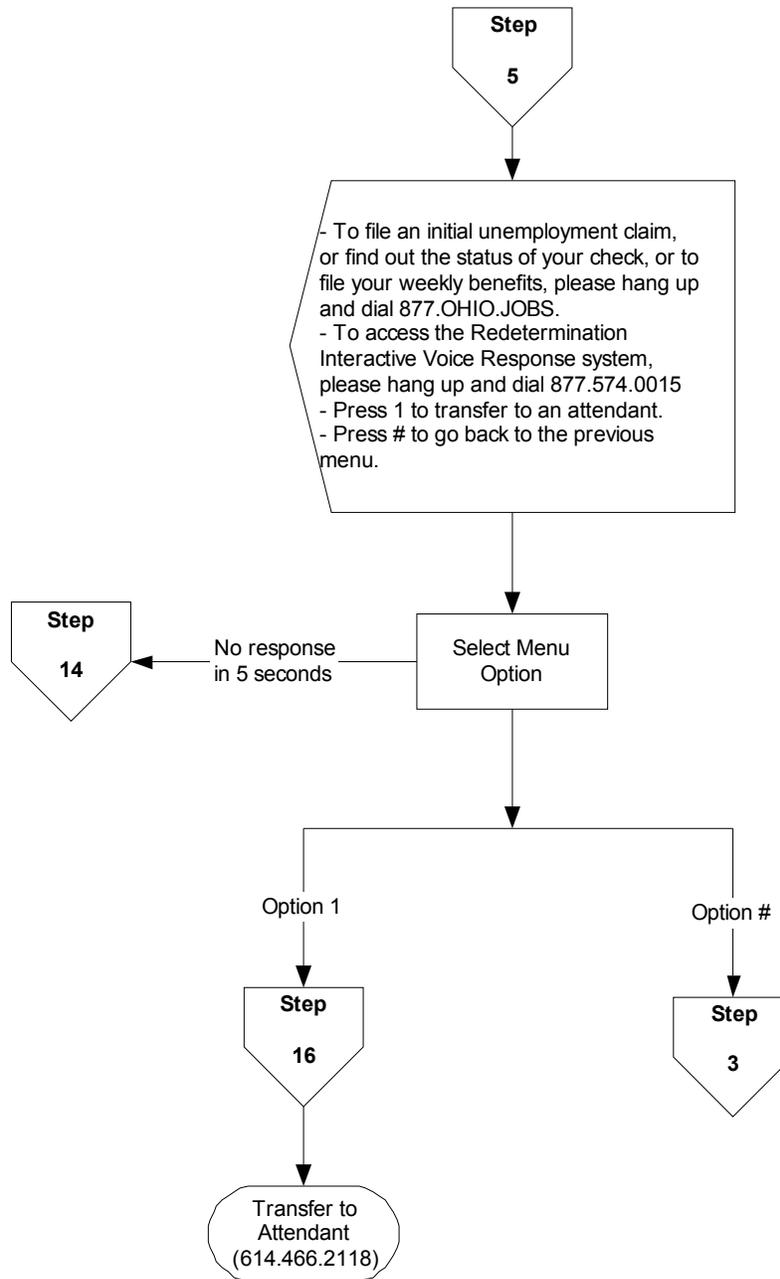
# General Information



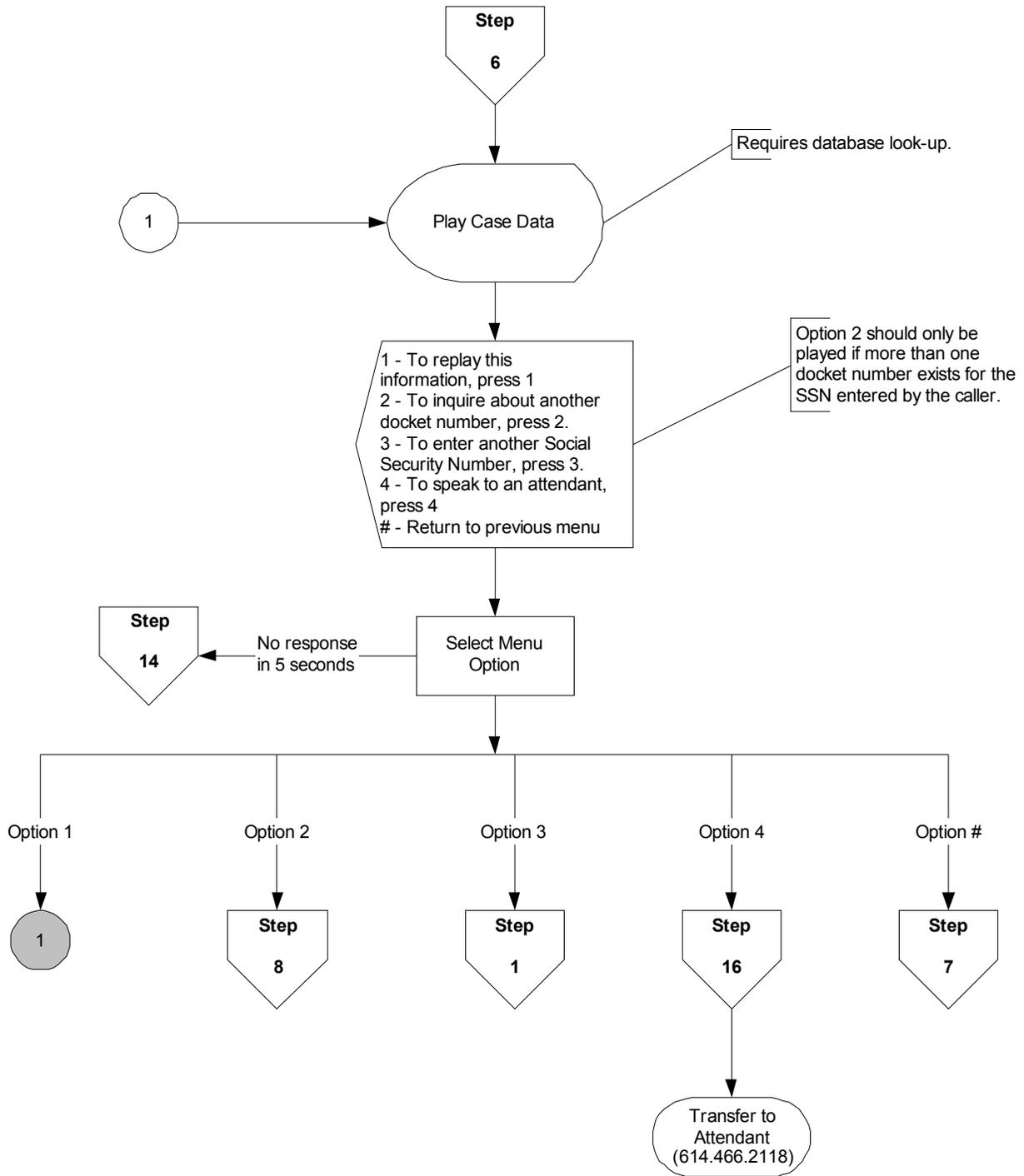
# Case-Specific Menu



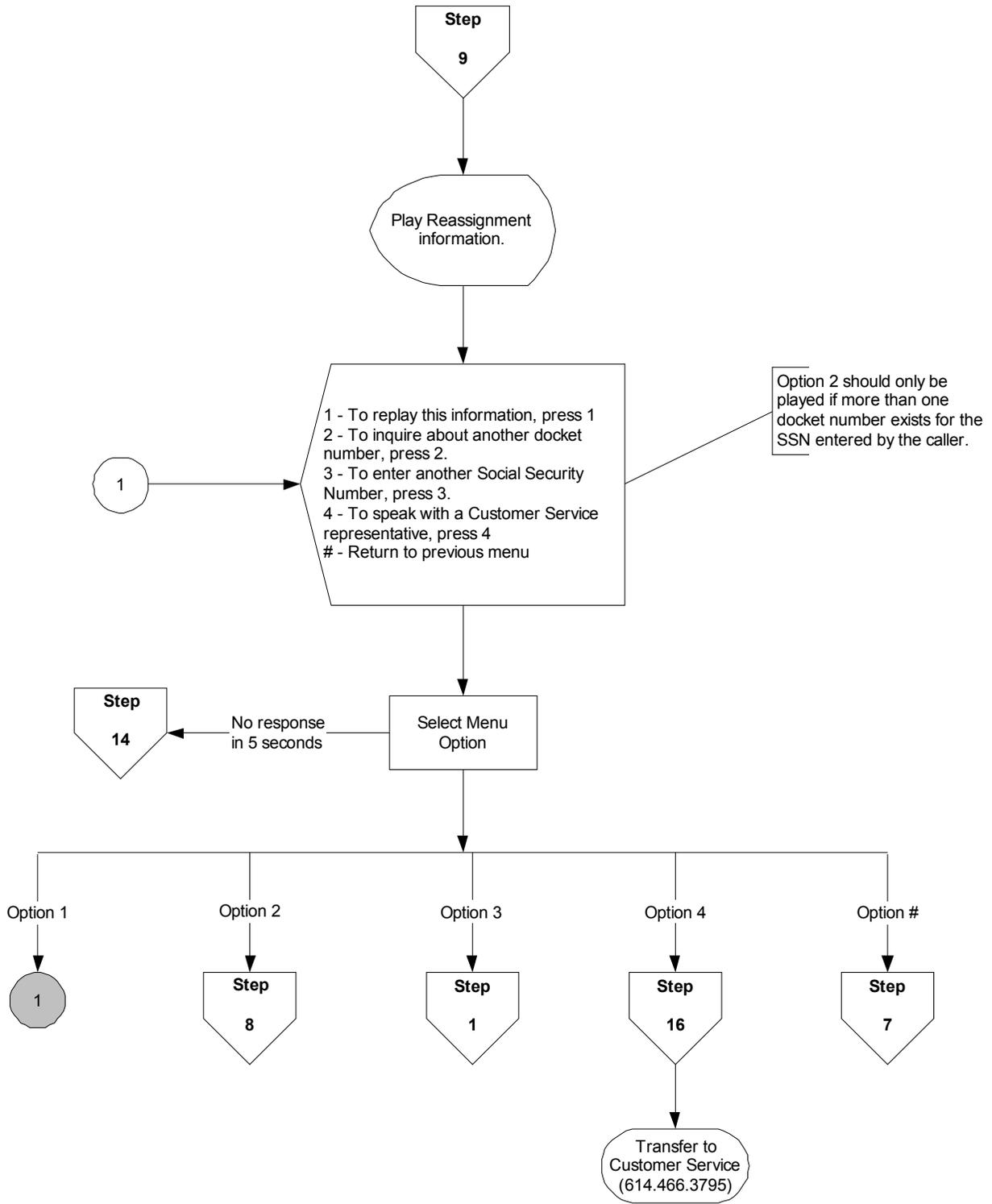
# Other ODJFS Telephone Numbers



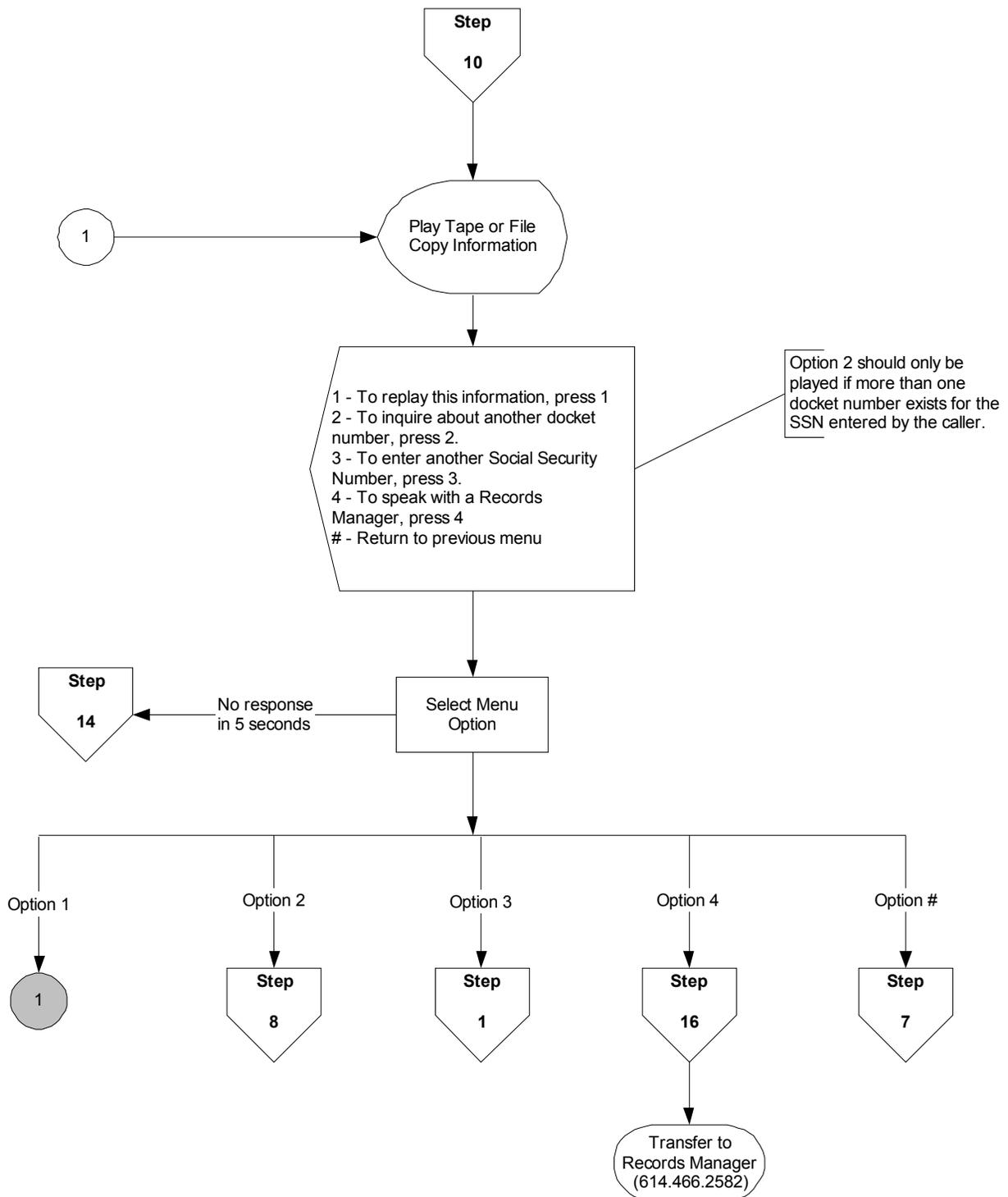
# Hearing Specific Case Data



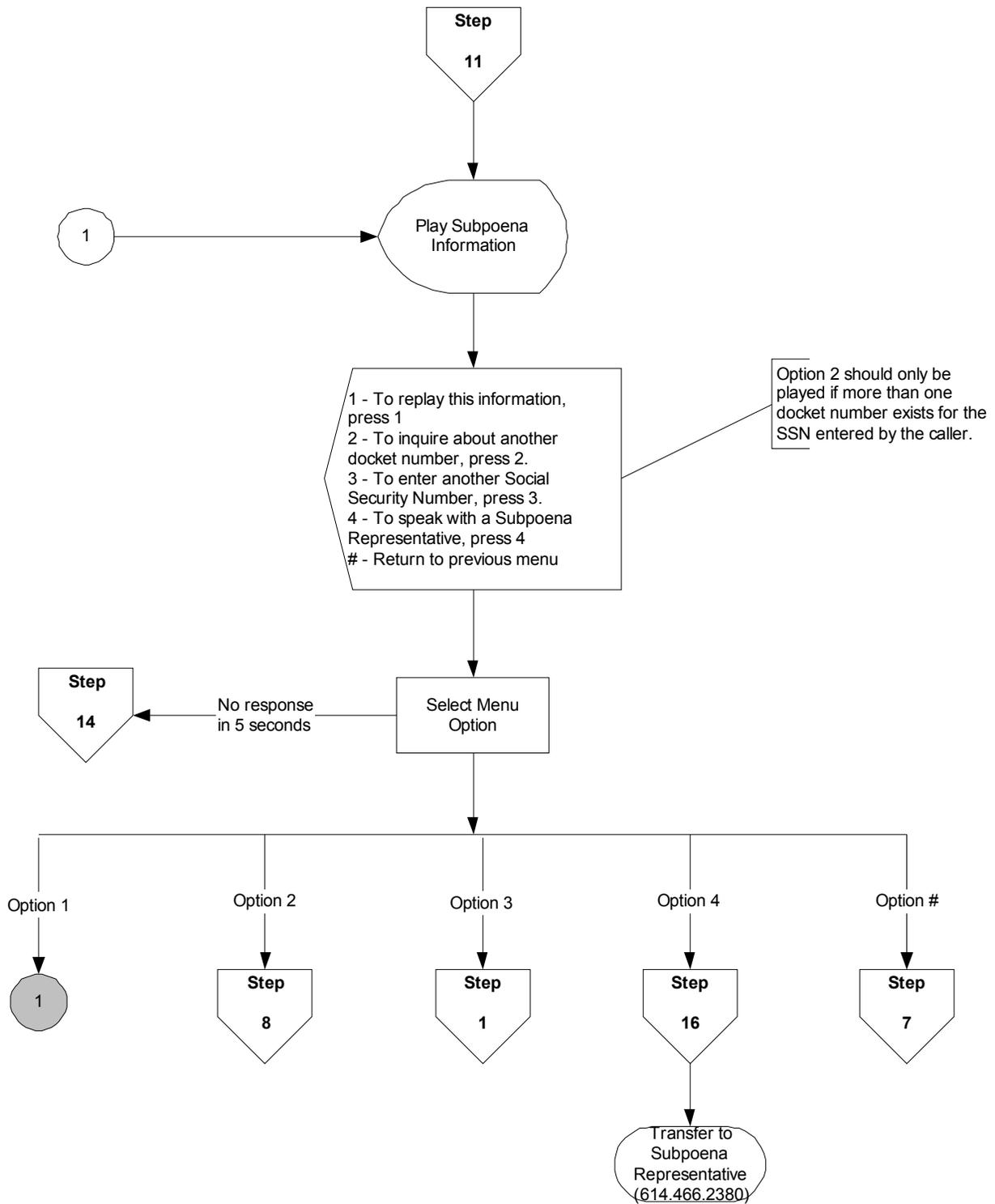
# Reassignment Information



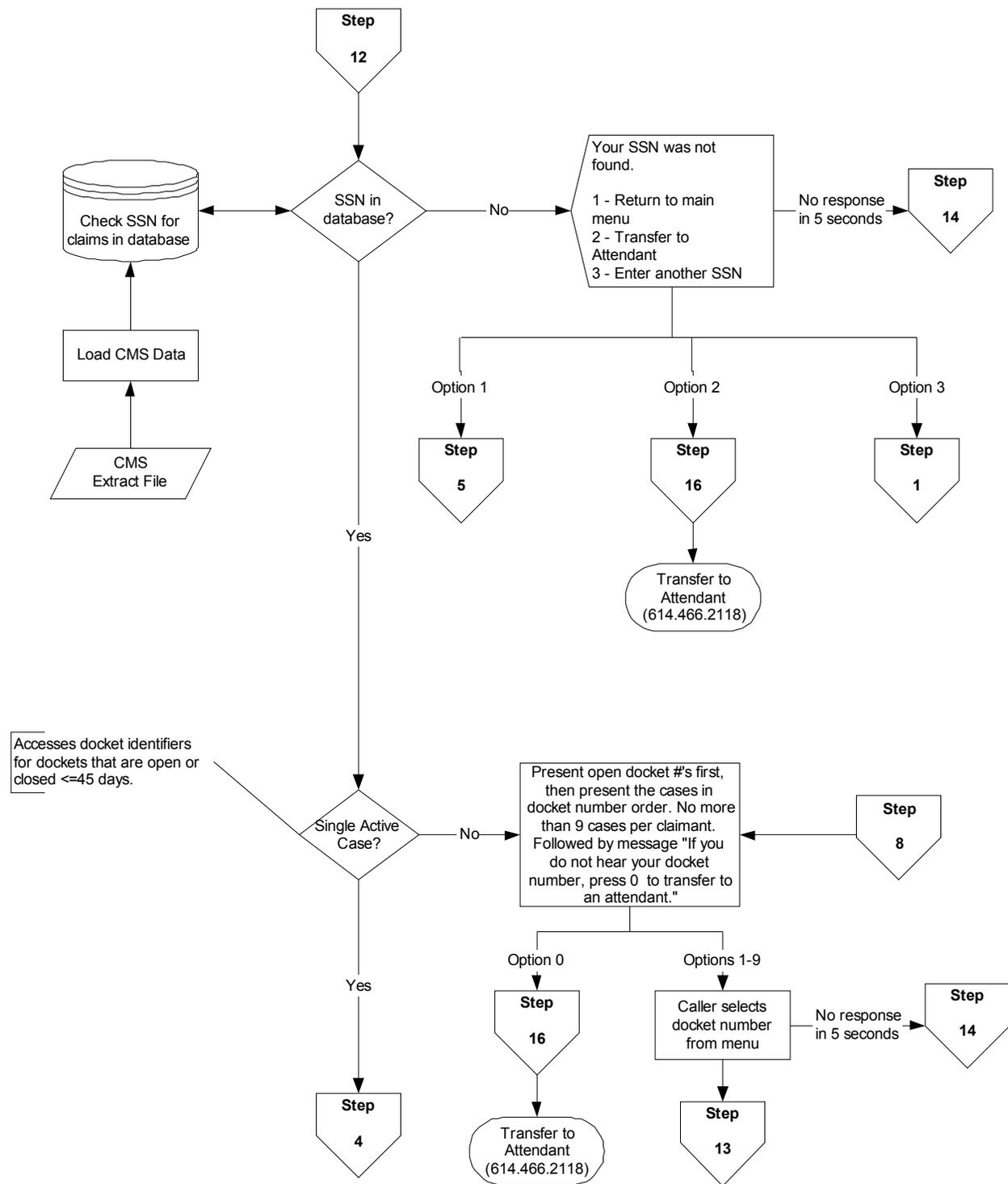
# Tape or File Copy Information



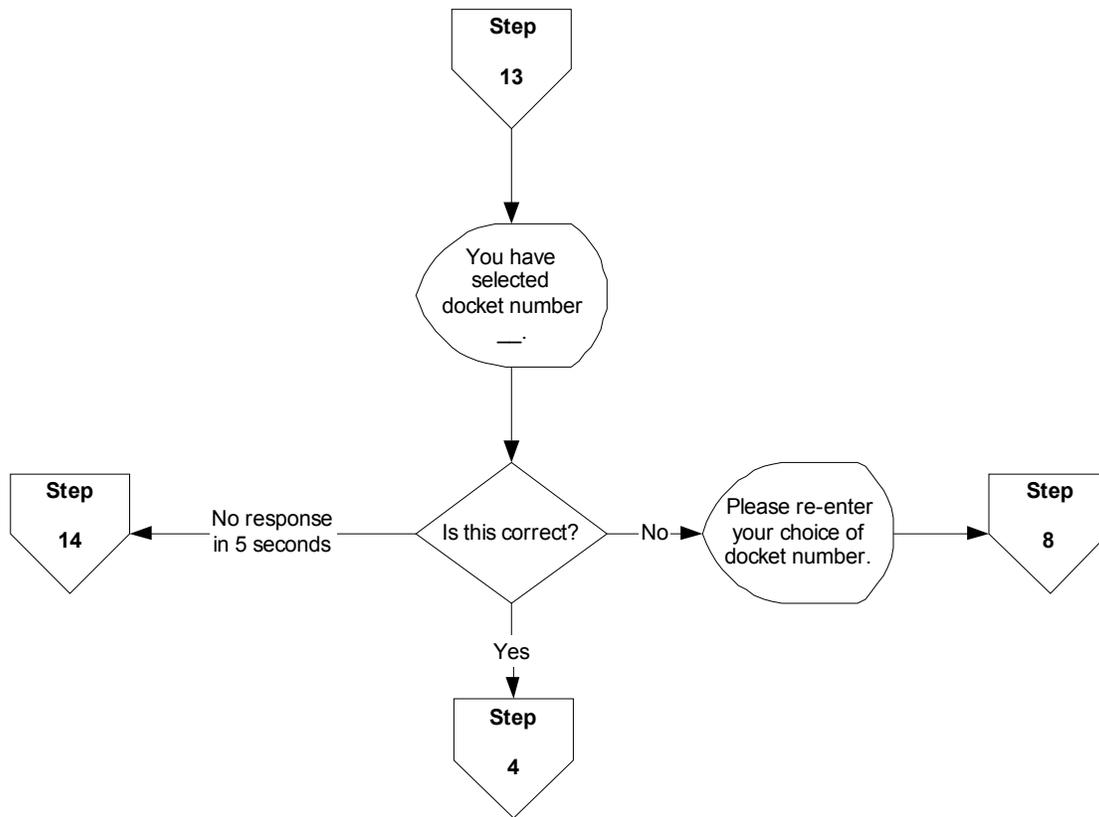
# Play Subpoena Information



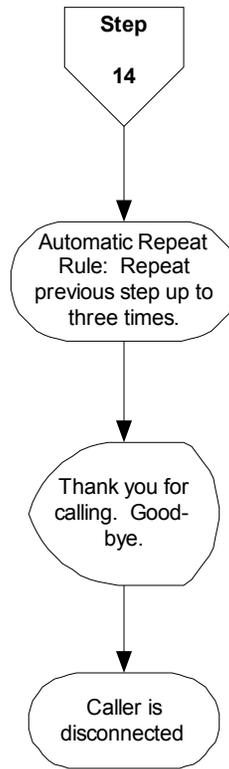
# Social Security Number And Docket Number Check



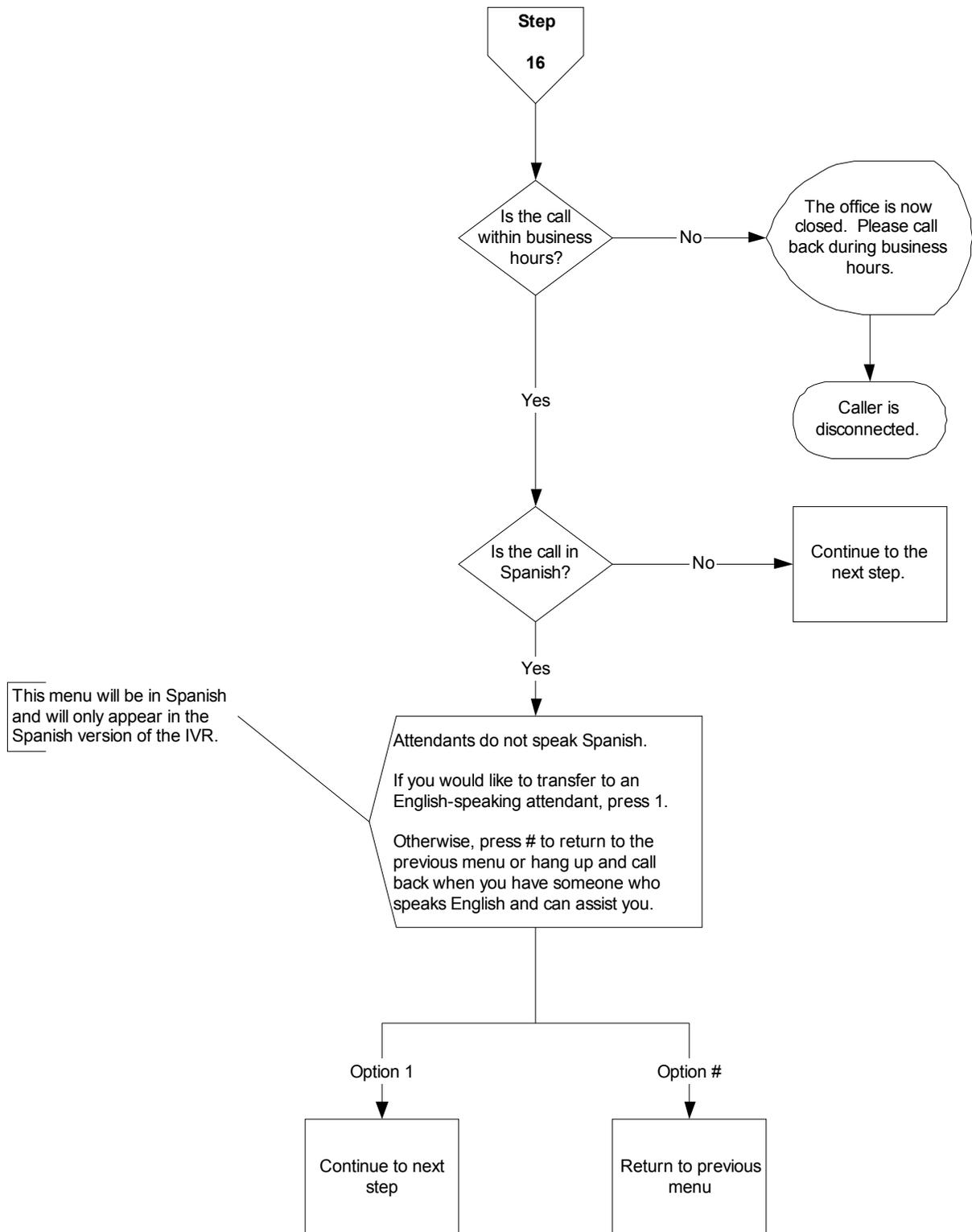
# Docket Number Validation



## Automatic Repeat Rule



# Time Check And Transfer



**ODJFS**

**Supplement Three**

**Details System Design**

**Call Processing Flow**



GovConnect™

# Detail System Design Appendix A

7.2

**Ohio ODJFS**

**CALL PROCESSING FLOW  
ODJFS IVR  
Phase II - UC TAX  
OH-OHDJFS-000460-01**

July 11, 2002

GovConnect  
11311 Cornell Park Drive, Suite 300  
Cincinnati, OH 45242  
Voice 513-489-9599  
Fax 513-489-6521  
[www.govconnect.com](http://www.govconnect.com)

---

**Table of Contents**

**1. PURPOSE ..... 1**

**2. PROCESSING FLOWS ..... 2**

**GREETING (STEP 10)..... 2**

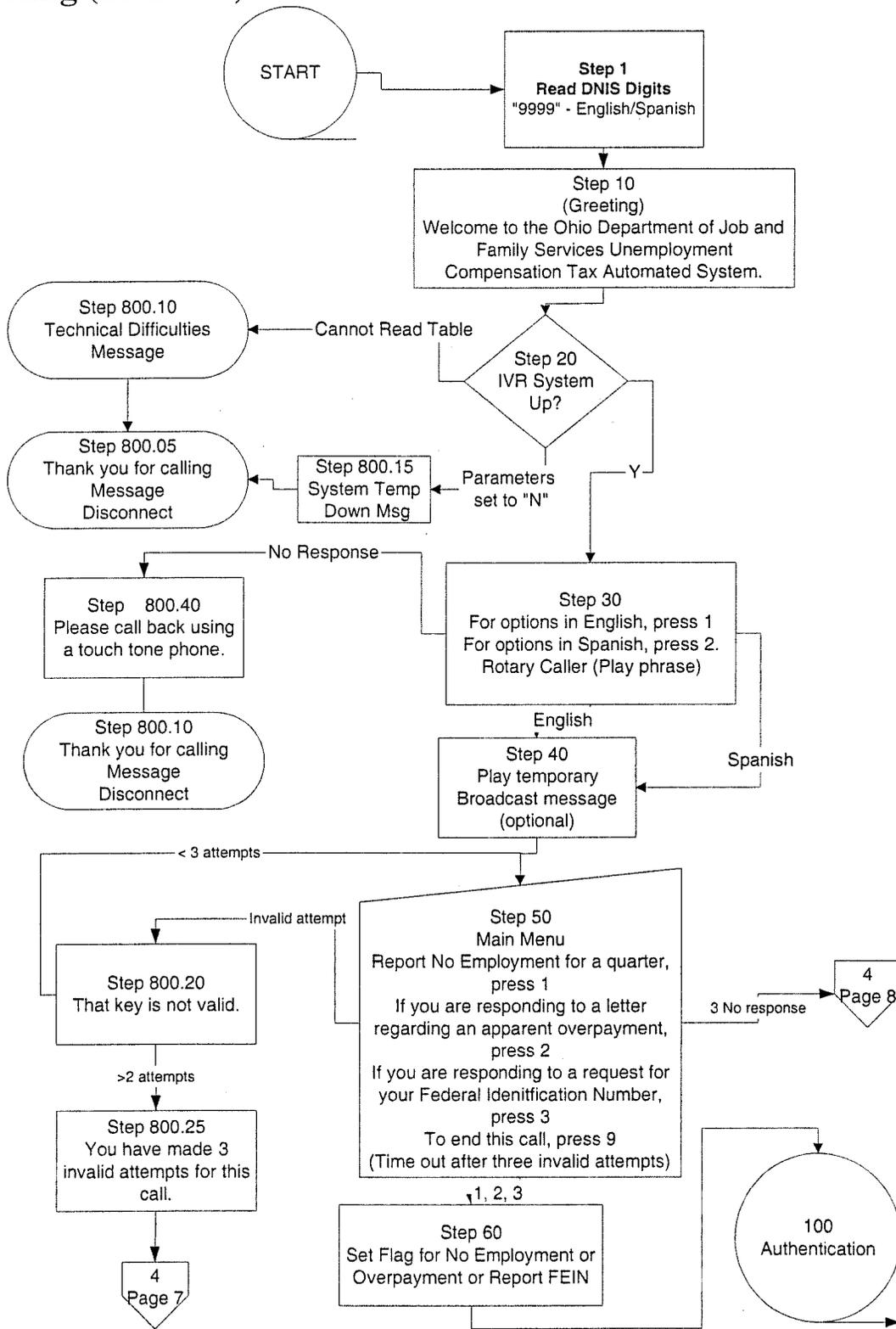
    AUTHENTICATION (STEP 100)..... 3

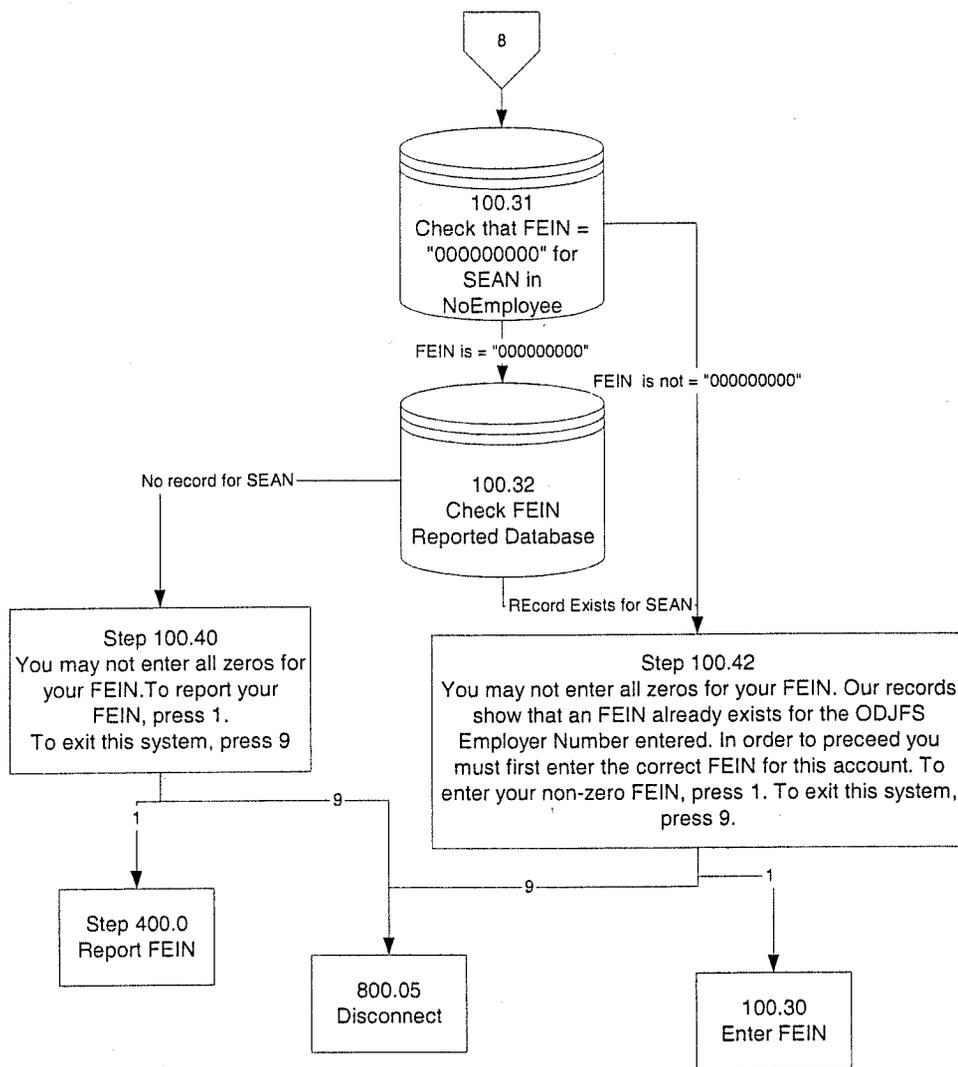
    NO EMPLOYMENT (STEP 200)..... 5

    OVERPAYMENT (STEP 300.0)..... 6

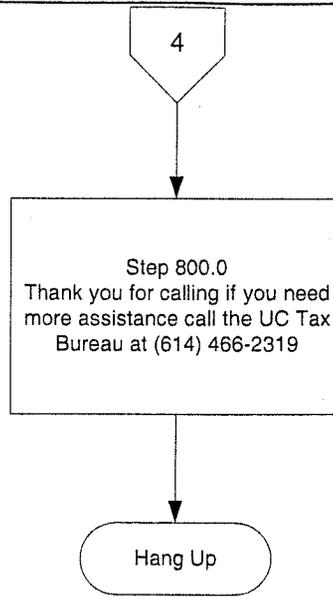
    FEIN ENTERED (STEP 400.0)..... 9

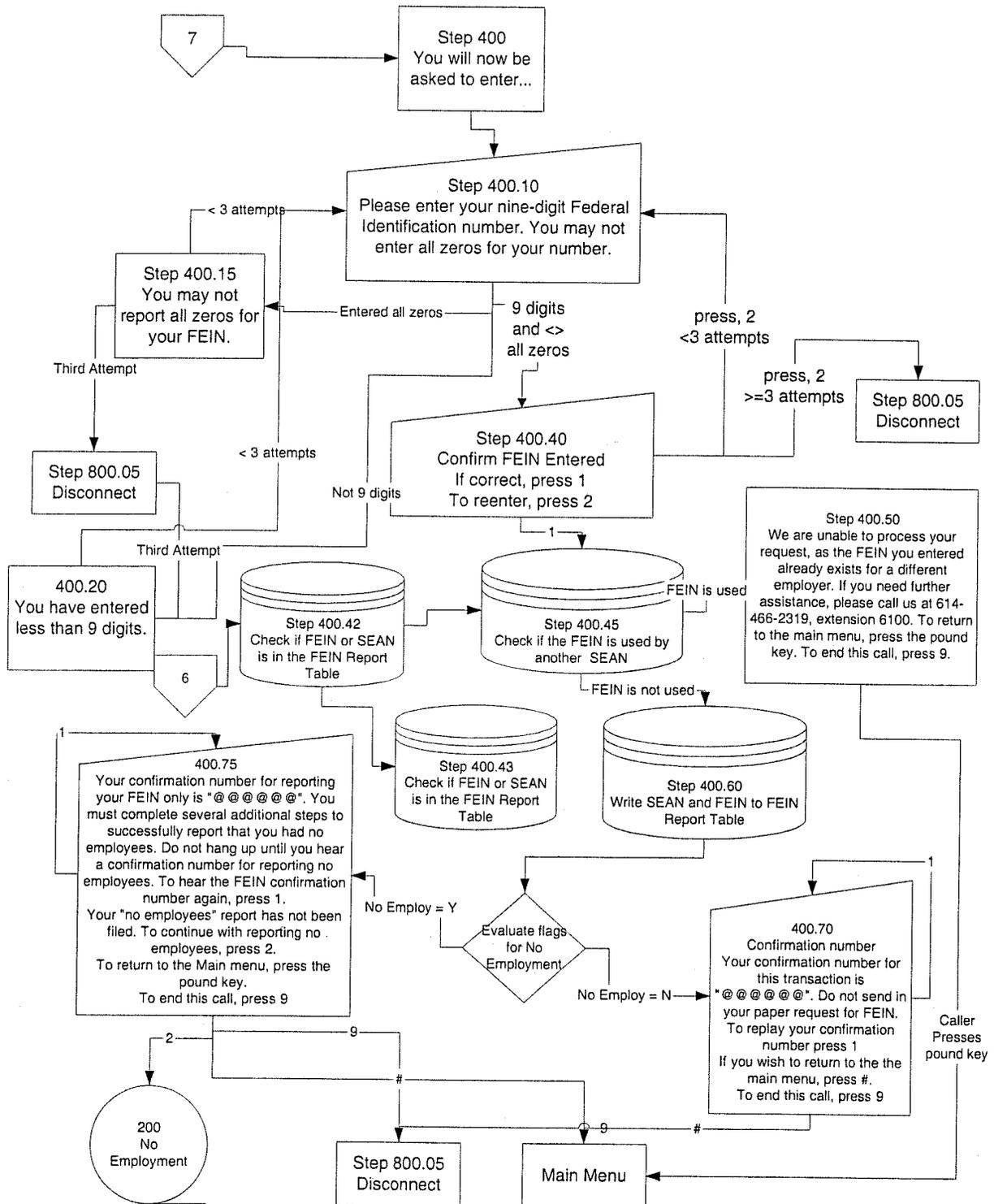
## 2. Processing Flows Greeting (STEP 10)











**ODJFS**

**Supplement Four**

**Import/Export File/Data Elements**



# **Detail System Design**

## **Appendix B**

### **Import/Export File/Data elements**

**Ohio Department of Jobs and Family Services  
(ODJFS)**

**Unemployment Compensation  
Review Commission (UCRC)**  
**General and Hearing Information IVR**

**Version 1.4**

**6/30/10**

**First Data Government Solutions**  
11311 Cornell Park Drive, Suite 300  
Cincinnati, OH 45242  
Voice 513-489-9599  
Fax 513-489-6521  
[www.govconnect.com](http://www.govconnect.com)



## Revision History

Revision Date	Version	Reason for Revision
9/01/04	1.0	Create Date
9/10/04	1.1	Updates from Mike Noel.
9/15/04	1.2	Remove 'D' from first character position in the detail record. Edit overview text removing the need for an Indicator file.
10/19/2004	1.3	Add *.ind file to import process. Schedule import process to execute at 2:00am, daily (includes weekends and holidays).
6/30/10	1.4	[CAS] Modifications for UCRC RC-Express integration



Table of Contents

**1. IMPORT/EXPORT FILES ..... 1**

- 1.1. OVERVIEW ..... 1
- 1.2. SYSTEM INFORMATION ..... 1
- 1.3. IMPORT FILE..... 1
  - 1.3.1. File 1 – UCRC\_Case\_Data..... 1**
- 1.4. EXPORT FILE..... 3
  - 1.4.1. Special Import/Export Considerations..... 3**
- 1.5. HOST CONNECTIVITY FOR SCREEN SCRAPES ..... 8
- 1.6. DATA DICTIONARY ..... 8

---

## 1. Import/Export Files

### 1.1. Overview

The UCRC IVR System will use a local database to store hearing specific information. The hearing specific data is always tied to a social security number and docket number. An SSN (person) can have more than one docket number. The database will store all the docket numbers in the import file, however, the system will playback up to 9 document numbers. The records will be sorted by SSN and status code, with the field is the SSN and the secondary field is the Status Code. The status codes will be sorted in ascending order.

The UCRC RC-Express System is the host system. The RC-Express system will create an extract file that contains the data for the IVR system. That file will be FTP's to the IVR on a pre-defined schedule (daily).

The Import file format is defined by the record layout in this document. The data file is transferred to the Database Server and will reside in the D:\xfer\import directory. UCRC will create an indicator file in the import directory (e.g., D:\xfer\import\transfer.ind) that indicates transmission of the file is complete. The AccessNet™ import process will check for the existence of an indicator file. Once the AccessNet™ import process has archived the imported file, the file is loaded into the database and the corresponding indicator file will be deleted.

### 1.2. System Information

The UCRC database will reside on the existing IVR platform located at the SOCC in Columbus, Ohio.

### 1.3. Import File

This section describes the Import Specifications, record formats and import files. File format requirements are as noted below unless specified otherwise:

- ASCII Format,
- All character data,
- Fixed length format for all fields and records

#### 1.3.1. File 1 – UCRC\_Case\_Data

Import File Specification	
Import Directory	D:\xfer\import
Import File Name	*.txt
Import Indicator File Name	*.ind
Import Method	Replacement (Full load)
Import Frequency	Daily (includes Weekends and holidays)

Import Time	2:00am
Host Name	N/A
IP Address	
Transfer Method	FTP
Retrieval Method	
Retrieval By	
Estimated Number of Records	13,000 – 17,000 records
How to recover if missed import occurs	Restore the current database and wait for the next file transmission.
If No Data In File	

**Header Record Format**

Note: No header record is required for this application. FDGS will load the import file as a full replacement.

**Detail Record Length: 86**  
**Format**

Element	Length	Type	Contents/Notes
SSN	9	Char	9 digit Social Security Number
Docket Number	12	Char	<p>The docket number field is 12 characters. The numbers from the <b>Legacy System</b> are 10 characters long - 1 corresponds to the type (R first level, B second level, T tax and M mass), 2-5 is the year and 6-10 incremental Number (characters 11 and 12 are spaces).</p> <p>On the <b>new system</b> the length is the full 12 characters - 1 is the type (same as case type field) 2-5 is the year, 6-8 is Julian day, 9-12 incremental number.</p> <p>Examples:                      R200412345 First level appeal (old numbering system), created in 2004, incremental number is 12345                      H20042320010 First level appeal (new system), created in 2004, created on Julian day 232, incremental number is 0010</p>
Case Type	2	Char	H = Hearing Review C = Commission Review M = Mass appeal (special)

Element	Length	Type	Contents/Notes
			L CP CA OH US
Status Code	5	Char	
Scheddate	10	Char	CCYY-MM-DD
Schedtime	8	Char	HH.MM.SS
Location	15	Char	Hearing Location – relates to a city name.
Datemailed	10	Char	CCYY-MM-DD
Voteaction	15	Char	

**Trailer Record Format**

Note: No trailer record is required for this application. FDGS will load the import file as a full replacement.

**1.4. Export File**

No export file(s) for this application.

**1.4.1. Special Import/Export Considerations**

**Import File**

**CMS Detail Record**

Assumptions:

- (1) The import file should be sorted by SSN and status code.
- (2) The SSN + Docket number combination is a unique pairing within the RC-Express system.
- (3) The Status codes should be sorted in ascending sequence for SSN’s with more than one document number. The low value status codes are related to the open cases, which should be presented to the caller first.

**Status Code**

CMS Status Code	RC Express Description	RC Express Status Code
0, 10, 15, 20, 21, 22, 23	Review	2674
100, 110, 150, 170, 190	Docketing	2675
300, 302	Ready to print appeal notice	2676

Not Applicable	Appeal Notice On Hold (New)	2677
200, 205	Ready for voting round 1	2678
220, 225	Ready for voting round 2	2679
400, 410	Ready to schedule	2680
Not Applicable	Tentative schedule (New)	2681
450, 451, 452, 460	Ready to print hearing notice	2682
Not Applicable	Hearing Notice On Hold (New)	2683
470, 472	Waiting for hearing	2684
380, 382, 383, 384	Ready to print postponement notice	2685
Not Applicable	Postponement Notice On Hold (New)	2686
490	Hearing complete	2687
500, 510, 520, 530, 540, 550, 560, 570, 580, 590	Decision creation in progress	2688
600, 605	Ready for voting round 3	2689
700, 735	Decision ready to print	2690
720	Withdrawal ready to print	2691
725	Dismissal ready to print	2692
710, 711, 715	Disallow ready to print	2693
Not Applicable	Decision On Hold (New)	2694
Not Applicable	Case ready to close (New)	2695
950, 960, 970, 980, 990	Case closed	2696
Not Applicable	Case Discussion Review in Progress (New)	2698
Not Applicable	Ready for Case Discussion Review (New)	2697
Not Applicable	Ready For Commission Meeting (New)	2699
390, 391, 392, 394, 395	Cancellation Ready to Print	2700
Not Applicable	Cancellation On Hold (New)	2701
420	Ready to Assign Hearing Officer	2702
Not Applicable	Moved to Mass or Labor, Ready to Terminate WF (New)	2703
Not Applicable	Interlocutory Notice Ready To Print (New)	2705
820	Hold Pending Withdrawal	2706
320, 321, 322	Rewrite Notice Ready To Print	2707
310, 311, 312	Rehear Notice Ready To Print	2708
730	Affirm HO Decision Ready To Print	2709
330, 331, 332	Allow Notice Ready To Print	2710
Not Applicable	Withdrawal On Hold (New)	2711

Not Applicable	Dismissal On Hold (New)	2712
Not Applicable	Disallow On Hold (New)	2713
Not Applicable	Interlocutory Notice On Hold (New)	2714
Not Applicable	Rewrite Notice On Hold (New)	2715
Not Applicable	Rehear Notice On Hold (New)	2716
Not Applicable	Affirm HO Decision On Hold (New)	2717
Not Applicable	Allow Notice On Hold (New)	2718
810	On Hold Ready To Schedule	2719
736	Remand Notice Ready To Print	2720
Not Applicable	Remand Notice On Hold (New)	2721
Not Applicable	Allowed Appeal Response Hold (New)	2722
480 - Rewrite Assigned (need new code in RC Express)		

**Location Code**

Assumptions:

- (1) The location code + City name are infrequently changed.
- (2) A new location code would require a new phrase recording.
- (3) We'll research using a temporary recording, driven by the customer.
- (4) The system will not import the locations codes.

The following table lists the location codes and city names:

CMS Location Code	City	RC Express Location Code	Phrase says
101	AM Phone	60000000	By Telephone
4	Lorain	60000001	Lorain
5	Cleveland	60000002	Cleveland
6	RichHgts	60000003	Richmond Heights
7	Euclid	60000004	Euclid
9	Sandusky	60000005	Sandusky
11	Toledo	60000006	Toledo
12	ToledoMdsn	60000007	Toledo
13	Maumee	60000008	Maumee
14	Youngstown	60000009	Youngstown
15	YS Univ	60000010	Youngstown
22	Cambridge	60000011	Cambridge
23	Zanesville	60000012	Zanesville
25	Cols UCRC	60000013	Columbus
26	Columbus	60000014	Columbus
27	Cols Riffe	60000015	Columbus
28	Lima	60000016	Lima

29	StClairsvl	60000017	Saint Clairsville
30	Mansfield	60000018	Mansfield
36	Steubenvil	60000019	Steubenviile
40	Ashland	60000020	Ashland
50	Chillicoath	60000021	Chillicothe
51	Cincinnati	60000022	Cincinnati
52	Dayton	60000023	Dayton
53	DaytonOBES	60000024	Dayton
55	Waverly	60000025	Waverly
59	Marietta	60000026	Marietta
60	Reno	60000027	Reno
61	Portsmouth	60000028	Portsmouth
65	Tiffin	60000029	Tiffin
70	Akron	60000030	Akron
100	Rewrite	60000031	Rewrite
102	PM Phone	60000033	By Telephone
103	Eve Phone	60000034	By Telephone
104	SP On call	60000035	By Telephone
1098902644640	Dayton P C	60000036	Dayton
1106178522959	Mass-Colum	60000037	Columbus
1107186314929	M-Euclid	60000038	No phase needed
1114794879018	M-Marion	60000039	No phase needed
1120162679857	Bridgeport	60000040	No phase needed
1128433711475	COL-AIR	60000041	Columbus
1174414997459	Belmont	60000042	No phase needed
1	Akron LO	60000043	Akron
		60000050	Columbus
105 - 110 (Not Used)			

### Holiday Table

#### Assumptions:

- (1) Holiday dates will be administered in the AccessNET product, via our customer service.
- (2) The system will not import the Holiday dates table.

The following table lists the Holidays for 2010-2012:

01/01/2010 New Year's Day  
 01/18/2010 Martin Luther King Day  
 02/15/2010 President's Day  
 05/31/2010 Memorial Day  
 07/05/2010 Independence Day  
 09/06/2010 Labor Day  
 10/11/2010 Columbus Day  
 11/11/2010 Veterans' Day  
 11/25/2010 Thanksgiving Day  
 12/24/2010 Christmas Day  
 12/31/2010 New Year's Day  
 01/17/2011 Martin Luther King Day  
 02/21/2011 President's Day  
 05/30/2011 Memorial Day  
 07/04/2011 Independence Day  
 09/05/2011 Labor Day  
 10/10/2011 Columbus Day  
 11/11/2011 Veterans' Day  
 11/24/2011 Thanksgiving Day  
 12/26/2011 Christmas Day  
 01/02/2012 New Year's Day  
 01/16/2012 Martin Luther King Day  
 02/20/2012 President's Day  
 05/28/2012 Memorial Day  
 07/04/2012 Independence Day  
 09/03/2012 Labor Day  
 10/08/2012 Columbus Day  
 11/12/2012 Veterans' Day  
 11/22/2012 Thanksgiving Day  
 12/25/2012 Christmas Day

**VoteAction Table**

Assumptions:

- (1) Holiday dates will be administered in the AccessNET product, via our customer service.
- (2) The IVR system will not import the VoteAction table.

The following table lists the vote action codes and descriptions:

CMS Code	CASE LEVEL	DESCRIPTION	RC Express Code
1	C	Allow	60000000
2, 3	C	Disallow	60000001
Not Applicable	C	Not Participating	60000002
20	C	Case Discussion	60000003
Not Applicable	C	Vote Round Restarted	60000004
4	C	Rehear	60000020
5	C	Rewrite	60000021
6	C	Affirm Hearing Officer	60000022
Not Applicable	C	Not Participating	60000023
21	C	Case Discussion	60000024
Not Applicable	C	Vote Round Restarted	60000025

8	C	Approved	60000026
9	C	Disapproved	60000027
Not Applicable	C	Not Participating	60000028
22	C	Case Discussion	60000029
Not Applicable	C	Vote Round Restarted	60000030
16	L	Rewrite	60000040
15	L	Rehear	60000041
17	L	Remand to ODJFS	60000042
14	L	Disallow	60000043
Not Applicable	L	Not Participating	60000044
25	L	Case Discussion	60000045
Not Applicable	L	Vote Round Restarted	60000046
18	L	Approved	60000060
19	L	Disapproved	60000061
Not Applicable	L	Not Participating	60000062
26	L	Case Discussion	60000063
Not Applicable	L	Vote Round Restarted	60000064
10	T	Approved	60000065
11	T	Disapproved	60000066
Not Applicable	T	Not Participating	60000067
23	T	Case Discussion	60000068
Not Applicable	T	Vote Round Restarted	60000069
12	M	Approved	60000070
13	M	Disapproved	60000071
Not Applicable	M	Not Participating	60000072
24	M	Case Discussion	60000073
Not Applicable	M	Vote Round Restarted	60000074

**1.5. Host Connectivity for Screen Scrapes**

No host connectivity for this application.

**1.6. Data Dictionary**

Element	Required	Length	Import Export Field	Type	Business Rules	Format/Contents/Notes/Calculations

---

Element	Required	Length	Import Export Field	Type	Business Rules	Format/Contents/ Notes/ Calculations

**ODJFS**

**Supplement Five**

**Detail System Design**



GovConnect™

# **Detail System Design Appendix B**

**5.5**

**Ohio ODJFS**

**Import /Data elements**

**ODJFS IVR**

**Phase II – UC Tax**

**OH-OHDJFS-000460-01**

October 10, 2002

11311 Cornell Park Drive, Suite 300  
Cincinnati, OH 45242  
Voice 513-489-9599  
Fax 513-489-6521  
[www.GovConnect.com](http://www.GovConnect.com)

Table of Contents

1. IMPORT/EXPORT FILES.....1

2. SYSTEM INFORMATION .....1

3. IMPORT FILE DEFINITION.....2

4. EMPLOYER AUTHENTICATION IMPORT .....2

5. NO-EMPLOYMENT REPORT EXPORT.....3

6. OVERPAYMENT IMPORT .....6

7. OVERPAYMENT EXPORT .....10

8. FEIN COLLECTION EXPORT .....12

9. PARAMETER TABLE .....14

### 3. Import File Definition

This section describes the Import Specifications, record formats and import files. File format requirements are as noted below unless specified otherwise:

- ASCII Format
- Numeric data right justified and zero filled
- Alpha data left justified and space filled
- Fixed length format for all fields and records

### 4. Employer Authentication Import

Import Specifications	
Import Directory	X:\xfer\import\uctax\
Import File Name	employer.txt
Import Indicator File Name	employer.ind
Import Method	Replacement (Full load)
Import Frequency	Tues- Sat
Import Time	3:00 am to 8:00 a.m.
Holiday Import	No import on State Holidays
Host Name	Unisys
IP Address	10.9.6.71
Transfer Method	FTP
Retrieval Method	Push from Unisys
Transferred By	Client
Estimated Number of Records	460,000 (all active and inactive employers, excluding temporary and non-liable)
How to recover if missed import occurs	Resend scheduled import and notify Mark Burns or John Suminski
If No Data In File	Do Not Process

Employer Authentication Header Record Format:

NO HEADER RECORD

Employer Authentication Detail Record Format

Element	Length	Type	Contents/Notes
Account Number	10	CHAR	Ohio Employer Number
FEIN	9	CHAR	9 Digit FEIN, if doesn't exist send all zeros
Filler	5	CHAR	Spaces

Appendix B – 5.5

Ohio ODJFS

Field	Position	Size	Contents
			<p>Postmark Date = Filing Due Date.                      For example, April 30 is Saturday.                      Employer filing through midnight on May 2 would result in Postmark Date = April 30.</p> <p>The due dates are:                      Q1- April 30                      Q2- July 31                      Q3- October 31                      Q4- January 31</p> <p>Note: The actual filing date/time will be stored in local database and not passed with export file.</p>
Employer Number	018-027	10	ODJFS Employer Number
Quarter/Year	028-030	3	Contents of Quarter/Year field <b>qyy</b>
Liability Code	031-031	1	Contents = 4
Workers Month 1	032-036	5	<b>Zero-fill</b>
Workers Month 2	037-041	5	<b>Zero-fill</b>
Workers Month 3	042-046	5	<b>Zero-fill</b>
Total Wages	047-055	9	<b>Zero-fill</b>
Taxable Wages	056-066	11	<b>Zero-fill</b>
Contribution Paid	067-076	10	<b>Zero-fill</b>
Unused	077-080	4	<b>Zero-fill</b>
Interest	081-086	6	<b>Zero-fill</b>
Total	087-096	10	<b>Zero-fill</b>
unused	097-106	10	<b>Zero-fill</b>
Forfeiture	107-111	5	<b>Zero-fill</b>
Unused	112-124	13	space filled
Unused	125-131	7	<b>filled with 9's</b>

Field	Position	Size	Contents
Unused	113-113	1	Unused; space filled
Total Item Count	114-116	3	Total number of records (transactions) in the batch * no more than 120 records
Unused	117-124	8	space filled
Unused	125-133	9	Filled with 9's
Unused	134-256	123	space filled

Note: Maximum number of transactions per batch is 120 all in one file. May have multiple batches in one file. Write Export log with number of records and Batch numbers. Batch numbers will increment daily, unless there are no detail records on a given day. If there are no detail records generated on a given day, the batch number will hold until the next day when detail records are generated.

### 6. Overpayment Import

Import Specifications	
Import Directory	X:\xfer\import\uctax
Import File Name	overpaymentletter.txt
Import Indicator File Name	overpaymentletter.ind
Import Method	Incremental
Import Frequency	Monday through Friday
Import Time	12:00 pm – 2:00 pm
Host Name	N/A
IP Address	10.9.6.71
Transfer Method	FTP
Retrieval Method	Push from MIS
Transferred By	Client
Estimated Number of Records	
How to recover if missed import occurs	Resend scheduled import and notify Mark Burns or John Suminski
Holidays Import	No
If No Detail In File	Run import and not import details

This file is used to mail out the overpayment letters. The IVR will import the data from the letter and write to a SQL database.

Each file will be archived for 120 days.

Below is an example of the overpayment letter:

*\*Each record is separated with four space line*

Note: Add import date field to the overpayment data table. The purpose is to identify records by the import date, if needed.

### Overpayment Header Record Format

#### NO HEADER RECORD

### Overpayment Detail Record Format

Field	Position	Size	Contents
Date	001-008	8	MMDDCCYY
SEAN	009-018	10	State Employer Account Number 0048314-01-3 (omit dashes), ,required field, not blank
Batch Number	019-026	8	Required field, not blank
Employer Name	027-062	36	Left justified /if no data, space filled
Address1	063-098	36	Left justified / if no data, space filled
Address2	099-134	36	Left justified / if no data, space filled
Address3	135-170	36	Left justified / if no data, space filled
Address4	171-206	36	Left justified / if no data, space filled
Quarter and Year	207-211	5	QCCYY, required field, not blank
Taxable wages reported	212-222	11	9999999999/ if no data, zero filled
Contribution rate	223-227	5	99999/ if no data, zero filled
Contribution due	228-237	10	9999999999/ if no data, zero filled
Forfeiture due	238-247	10	9999999999/ if no data, zero filled
Interest Due	248-257	10	9999999999/ if no data, zero filled
Total due	258-267	10	9999999999/ if no data, zero filled
Total paid	268-277	10	9999999999/ if no data, zero filled
Overpayment	278-287	10	9999999999/ if no data, zero filled
Correct amount of taxable wages**	288-298	11	zero filled
Taxable Amount Correct**	299	1	space

7. Overpayment Export

Export Specifications	
Export Directory	X:\xfer\export\uctax\
Export File Name	OverpaymentMMDD.txt (MM=month, DD=day)
Export Indicator File Name	OverpaymentMMDD.ind
Export Frequency	Monday – Friday
Export Time	5:00 AM
Host Name	N/A
IP Address	10.9.6.71
Transfer Method	FTP
Retrieval Method	Pull by MIS
Retrieved by	ODJFS
How to recover if missed retrieval of export occurs	Seven days export files will be stored in the X:\xfer\export\uctax\ folder. Also files will be archived when the export is processed.
Holiday Export	Yes
Export Archive Directory	X:\xfer\export\archive

Overpayment Header Record Format

NO HEADER RECORD

Overpayment Detail Record Format

Field	Position	Size	Contents
Date	001-008	8	MMDDCCYY
SEAN	009-018	10	State Employer Account Number (omit dashes), ,required field, not blank
Batch Number	019-026	8	Required field, not blank
Employer Name	027-062	36	Left justified /if no data, space filled
Address1	063-098	36	Left justified / if no data, space filled
Address2	099-134	36	Left justified / if no data, space filled
Address3	135-170	36	Left justified / if no data, space filled
Address4	171-206	36	Left justified / if no data, space filled
Quarter and Year	207-211	5	QCCYY, required field, not blank

8. FEIN Collection Export

Export Specifications	
Export Directory	X:\xfer\export\uctax\
Export File Name	FEINCollectionMMDD.txt (Month and Day)
Export Indicator File Name	FEINCollectionMMDD.ind (Month and Day)
Export Frequency	Monday – Friday
Export Time	6:00 PM
Host Name	N/A
IP Address	10.9.6.71
Transfer Method	FTP
Retrieval Method	Pull by MIS
Retrieved by	ODJFS
How to recover if missed retrieval of export occurs	Seven days export files will be stored in the X:\xfer\export\uctax\ folder. Also files will be archived when the export is processed.
Holiday Export	Yes
Export Archive Directory	X:\xfer\export\archive

FEIN Collection Header Record Format

NO HEADER RECORD

FEIN Collection Detail Record Format

Field	Position	Size	Contents
Batch Number	001-005	5	Transaction batch number (120 per batch) Value (00400-00449)
Transaction Code	006-008	3	Change active account status Value (011)
SEAN	009-018	10	State employer account number
FEIN	019-027	9	Federal employer identification number
Confirmation Number	028-037	10	IVR Confirmation Number Value (MMDDHHMMSS)

**9. Parameter Table**

- Specify general purpose/content of table

Element	Length	Type	Contents/Notes
SystemUp	1	CHAR	Default to "Y"
Broadcast Message File Name	7	CHAR	Message ID for Broadcast Message
MaxAttempts	1	NUM	Max number of attempts
SystemDate	8	DATE	CCYYMMDD (THIS IS FOR TESTING ONLY DO NOT CHANGE IN PRODUCTION)

# SUPPLEMENTAL INFORMATION TRAILER

This page is the last page of supplemental information for this competitive document. If you received this trailer page, all supplemental information has been received.

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