

# REQUEST FOR PROPOSALS

**RFP NUMBER:** 0A1104  
**DATE ISSUED:** September 21, 2012

The State of Ohio, through the Department of Administrative Services, Information Technology Procurement Services, for the Department of Developmental Disabilities is requesting proposals for an:

**DODD Enhanced Individual Data System (eIDS)**

**INQUIRY PERIOD BEGINS:** September 21, 2012  
**INQUIRY PERIOD ENDS:** October 15, 2012  
**OPENING DATE:** October 19, 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

**INTENT TO RESPOND:** September 28, 2012  
**PRE-PROPOSAL CONFERENCE DATE:** October 2, 2012 @ 9:00 A.M.

This RFP consists of five parts and 13 attachments, totaling 70 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 Department of Developmental Disabilities has asked the Department of Administrative Services to solicit competitive sealed proposals (“Proposals”) for Agile development project services to build and implement an Enhanced Individual Data System (eIDS) using Microsoft Dynamics CRM 2011 – Health & Human Services (HHS) framework (the “Work”), and this RFP is the result of that request. The eIDS will be branded by the Department of Developmental Disabilities as ‘Imagine’ (see Supplement Five – Imagine Project Logo).

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 two additional one-year term(s), subject to and contingent on the discretionary decision of the Ohio General Assembly to appropriate funds for this Contract in each new biennium. Any such renewal of all or part of the Contract also is subject to the satisfactory performance of the Contractor and the needs of the Department of Developmental Disabilities (DODD).

**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.**

### **DODD Mission**

The mission of DODD is continuous improvement of the quality of life for Ohio's citizens with developmental disabilities and their families. Ohio's citizens with developmental disabilities and their families will experience lifestyles that provide opportunities for personal security, physical and emotional well-being, full community participation, productivity and equal rights. The DODD, in its continued effort to provide comprehensive availability of responsible choices, provides residential supports and services that allow individuals with developmental disabilities to live in the most appropriate home environment.

Ohio is one of the nation's leaders in providing various residential options to its citizens with disabilities. Individuals may choose to live in their own homes or with family, using supports provided through Ohio's DODD system. Residential options also include congregate care in Ohio's state-run Developmental Centers (DC) and in Intermediate Care Facilities for the Developmentally Disabled (ICFDD).

Services and supports in a community setting are arranged locally by each County Board of DODD and include:

- Supported Living (Non-Medicaid Funded)
- Medicaid Funded Waiver Services
- Licensed Facilities
- Case Management (Service and Support Administration - SSA)

**Region V County Collaborative – Pilot Goals**

eIDS is a pilot project to develop and implement a system designed to support key operational processes within the 18 counties of Region V. eIDS provides the vital infrastructure for the overall Region V County Collaborative (the ‘Collaborative’) project for systems integration. The 18 collaborative counties are listed below.

Region V County Collaborative Members		
Belmont County	Hocking County	Morgan County
Carroll County	Holmes County	Muskingum County
Coshocton County	Jefferson County	Noble County
Fairfield County	Knox County	Perry County
Guernsey County	Licking County	Tuscarawas County
Harrison County	Monroe County	Washington County

The Project scope and requirements have evolved over time through work with the Collaborative related to person centered practices and the development of standardized business processes and practices. The Collaborative team members have defined requirements, in the form of User Stories, to meet the following key goals that will be supported by eIDS development and implementation:

- To be supported by a common, enterprise-wide core business framework integrated with existing DODD major application suites.
- Increased efficiency, more productive administrative activities, improved quality and cost effectiveness of service outcomes, for more people in need.
- Economies of scale, integration centered on the person being served, with no loss of local identity for County Boards of Developmental Disabilities.

**Service Delivery Vision**

The vision for the Region V County Collaborative project is for voluntary regional collaboration among the 18 County Boards of Developmental Disabilities sharing human and financial resources to adopt re-engineered and standardized best practices related to following business processes:

- Introduction and Eligibility (*Intake/Eligibility Determination*)
- Discovery (*Assessment*)
- Support Planning
- Listening and Learning (*Quality/Outcome Monitoring*)
- Access and Utilization Management

The overall vision for transformation is to move from a highly fragmented environment to a more seamless, coordinated system of care as depicted in the table below.

Fragmentation	Coordination	BEST PRACTICE SYSTEM TRANSFORMATION
Multiple separate providers	Accountable medical home	18 counties – integrated delivery system model
Provider-centered care	Patient-centered care	Individual electronic record, person-centered planning
Reimbursement rewards volume	Reimbursement rewards value	Reduce/eliminate waiting list by meeting needs; potential pay for performance approach
Lack of comparison data	Price and quality transparency	Ability to see all services, paid and unpaid, in a single electronic individual service plan; care coordination digitally documented and managed
Outdated information technology	Electronic information exchange	From current paper based and highly fragmented to single, shared enterprise wide electronic system with interoperability (MITS, HIE, and CMS modernization plans)
No accountability	Performance measure	Fragmentation now makes accountability impossible to manage (in spite of enormous effort and cost trying);

Fragmentation	Coordination	BEST PRACTICE SYSTEM TRANSFORMATION
		Supports Intensity Scales, Individual Service Plan domains, correlated to National Core Indicators and available funding
Institutional bias	Continuum of care	Track complex need people as they move across systems (ICFDD to community); Single assessment to replace multiple and idiosyncratic assessment tools (OEDI/COEDI, AAI, DDP and LOC); Unmet Needs data linked with capacity/resource management; earlier service response impacts severity over time (i.e., “emergency” waivers)
Separate government systems	Medicare/Medicaid/exchanges	Modernize information exchange to connect; e.g., e-pharm to reduce medical errors and CMS noncompliance findings, chance to maximize Medicare/SSI coordination of benefits in community settings.
Complicated categorical eligibility	Streamlined eligibility management	Use same data system, eligibility, intake, assessment, wait list service planning practices regardless of eventual payer(s)
Rapid cost growth	Sustainable growth over time	Reduce need for people and paper and traveling to support basic functions; leverage virtual connections through data and shared practice protocols

The Paradigm shift is illustrated in the table below:

	Move Away From: Identifying and Fixing What's Wrong	Move Towards: Build on Existing and Future Capabilities
<b>Underlying Assumption</b>	Dependence on the system (System is the expert, and the expert knows best)	Enhance/promote/endorse the capacity of the family and the community to support people with disabilities – family and loved ones are the experts.
<b>Intake</b>	Identify a comprehensive list of deficits in performance to identify needs	Identify the person's capabilities and interests and emphasize what they can do and areas where support is necessary.
<b>Assessment</b>	System must be informed of and involved in all aspects of the person's life; comprehensive list of needs identified	System only goes where it is invited, does not “barge in” to all aspects of life; customized list of areas of desired support are identified
<b>Planning</b>	Only health and safety matter; priority is to assure health, minimize risk and ameliorate deficits (to MAKE someone independent)	Interest, comfort and satisfaction AND health and safety each matter equally; intentionally plan based on a person's interest in order for balance to exist. (both/and, order matters)
<b>Quality Management</b>	Service delivery focus, regardless of impact; licensure designed to identify what is wrong with an agency; priority is compliance, with minimum standards as the priority.	Results oriented; shared responsibility across the system; focus on the relationships; licensure and monitoring roles are seen as technical assistants and verifiers
<b>Financial Responsiveness</b>	The system is capable of “rescuing” the family or the individual through categorical services. Funds are constant as long as requirements are met whether the person wants/needs the service or not.	The system will collaborate with the person, their family and their community to find creative ways to promote the person's desired outcomes by utilizing a variety of resources.

**DODD Current Agile Practices.** The following information describes DODD's current Agile practice for projects.

Iterations:

- are four weeks in duration;
- include planning, user story refinement, coding, unit testing, integration testing, system testing; and
- end with a Show and Tell demonstration of completed functionality and documentation review.

A production 'Release' typically occurs after several Iterations have been completed followed by end-to-end user acceptance testing (UAT) and load and performance testing.

Production Releases are scheduled after the product owners have:

- completed UAT;
- confirmed that any defects identified during UAT have been corrected; and,
- formally signed-off that the production Release meets their requirements.

**eIDS – Objectives.** The new system will be a shared information system environment where the 18 counties of the Region V and associated Mideast Ohio Regional Council (MEORC), their supporting Council of Government (COG), can leverage shared administrative activities and standardized person centered practices to efficiently deliver services to developmental disability consumers. DODD has explored architectural approaches and has adopted the Microsoft Dynamics CRM 2011 platform as the tool for implementing eIDS.

eIDS will be required to interface with DODD legacy applications. The required interfaces will be developed by DODD with assistance from the selected offeror as needed. The legacy applications are depicted in the architectural guidance in Attachment Nine – DODD Enterprise Architecture.

**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 Work is to complete the eIDS using an agile methodology for design, configuration, coding, testing, promotion to production, and warranty system support for 90 days. eIDS must be built using Microsoft Dynamics CRM 2011 and the HHS Framework. The selected offeror must provide documentation and knowledge transfer to DODD staff on an ongoing basis so they will be able to support and maintain the system at the end of the Project.

**Calendar of Events.** The schedule for the RFP process and the Work is given below. The State may change this schedule at any time. 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:	September 21, 2012
Intent to Respond Due:	September 28, 2012
Inquiry Period Begins:	September 21, 2012

Pre-Proposal Conference Date: October 2, 2012, at 9:00 a.m.  
Inquiry Period Ends: October 15, 2012 at 8:00 a.m.  
Proposal Due Date: October 19, 2012, at 1:00 p.m.

Estimated Dates

Oral Presentation(s): November 14 – November 16, 2012  
Award Date: December 7, 2012

Estimated Work Dates

Work Begins: January 7, 2013

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 13 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 eIDS-CRM Security Considerations
- Attachment Nine DODD Enterprise Architecture
- Attachment Ten DODD Foundation Information
- Attachment Eleven Glossary
- Attachment Twelve Intent to Respond
- Attachment Thirteen Cost Summary

**Supplements:**

- Supplement One W-9 Form
- Supplement Two User Stories
- Supplement Three Blue Screens
- Supplement Four Process Flows
- Supplement Five Imagine Project Logo
- Supplement Six Role/Function Matrix

### 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:

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

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

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

The State generally responds to all inquiries within three business days of receipt, excluding weekends and State holidays. However, 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.

**Intent to Respond.** The State is requesting all offerors that intend to respond to this RFP submit the 'Intent to Respond' form contained in Attachment Twelve by September 28, 2012. The purpose of this request is to gauge market interest in responding to this RFP, as well as to align the State's planning and staffing around the subsequent evaluation of Proposals,

**Pre-Proposal Conference.** The State will hold a Pre-Proposal Conference on October 2, 2012 at 9:00 a.m. in the Lobby Hearing Room, of the Rhodes State Office building, 30 E. Broad Street, Columbus, Ohio 43215. The purpose of this conference is to discuss the RFP and the Work with prospective offerors and to allow them to ask questions arising from their initial review of this RFP.

Attendance at the Pre-Proposal Conference is not a prerequisite to submitting a Proposal, however questions and answers that arise during the conference may not be made available by other means following the conference.

**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 **eight** copies of the technical section, and the package with the cost section also must be sealed and contain **three** complete copies of the cost section of the Proposal. Further, the offeror must mark the outside of each package with either "**DODD eIDS RFP – Technical Proposal**" or "**DODD eIDS 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  
IT 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.

**Joint Proposals.** The State will not accept joint or collaborative Proposals that require the State to contract with more than one offeror. However, the State does expect to contract with one offeror to be the Prime Contractor that may partner with other vendors, if needed, to provide a fully functioning system.

**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 use the provided forms for the Technical Proposal and Cost Proposal and be organized in an indexed binder. The Cost Proposal must use the Cost Proposal form and be placed in a separate binder and submitted separately from the Technical Proposal. 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 including the use of the required forms.

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.

To ensure that each Proposal addresses the required Scope of Work (Attachment Two), required sections of the Proposal Format (Attachment Three) and Terms and Conditions (Attachment Four), offerors must address each RFP requirement by section and sub-section heading and provide the offeror's proposed solution or response to the requirement by section and subsection **in-line** using the provided Microsoft Word version of this RFP. Offeror responses should use a consistent contrasting color (blue is suggested to contrast with the black text of this document) to provide their response to each requirement so that the offeror response is readily distinguishable to the State. To aid offerors in the creation of the most favorable depiction of their responses, alternative formats are acceptable that use typefaces, styles or shaded backgrounds, so long as the use of these formats are consistent throughout the offerors response and readily distinguishable from the baseline RFP. Alterations to the State provided baseline RFP language is strictly prohibited. The State will electronically compare offeror responses to the baseline RFP and deviations or alterations to the State's RFP requirements may result in a rejection of the offeror's Proposal.

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

## PART FOUR: EVALUATION OF PROPOSALS

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

1. Initial review;
2. Technical evaluation;

3. Cost evaluation;
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.

**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.

**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.

**Request for 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.

**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.

**Technical Evaluation.** The State will evaluate each Proposal that it has determined is timely, complete, and properly formatted unless the Proposal is rejected. 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.

DODD has retained the services of the Quick Solutions organization to assist with development of certain elements of this RFP and to advise the evaluation team as subject matter experts, as needed. Additionally, Government Consulting Resources, Limited (GCR, Ltd.) is assisting with RFP development and will be available to advise the evaluation team, as needed. Both Quick Solutions and GCR, Ltd. have no relationship with any offeror as it pertains to supporting Proposals or work efforts for this RFP, and Quick Solutions and GCR, Ltd. agree not to submit a bid in response to this RFP.

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. 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. However, 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 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. Further, 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. 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 offeror's oral presentation, site visit, and/or demonstration must substantially represent material included in the written proposal, and should not introduce new concepts or offers unless specifically requested by the State. The key personnel identified in the offeror's proposal must participate in any and all oral presentations, site visits and final offers.

**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 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 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 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 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.

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

The Contractor must begin work within 15 business days after the State issues a purchase order, or on a mutually agreed start date, 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 Contractor'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 in final form. 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 Contract in its final form;
2. This RFP, as amended;
3. The documents and materials incorporated by reference in the RFP;
4. The Contractor's Proposal, as amended, clarified, and accepted by the State; and
5. The documents and materials incorporated by reference in the Contractor's Proposal.

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

**ATTACHMENT ONE: EVALUATION CRITERIA**

**Mandatory Requirement.** The first table lists this RFP's mandatory requirement. If the offeror's Proposal meets the mandatory requirement, the offeror's Proposal may be included in the next part of the evaluation described in the following table.

Mandatory Requirement	Reject	Accept
The offeror must demonstrate experience as the Microsoft Dynamics CRM implementor, using the HHS Framework, on a minimum of one government health and human services project in the past five years.		

**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:

Scored Criteria	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
<b>OFFEROR REQUIREMENTS</b>					
The offeror must demonstrate experience as the Microsoft Dynamics CRM implementor, using the HHS Framework, on a minimum of one government health and human services project in the past five years.  To demonstrate this experience, the offeror must include one reference and may include up to, but not more than, five references from organizations where the offeror was the implementer. If more than five references are provided, only the first five listed will be used for scoring.	25	N/A	5	7	9
<b>PROJECT REQUIREMENTS</b>					
Staffing Plan	100	0	5	7	9
Work Plan	75	0	5	7	9
<b>PROPOSED SOLUTION</b>					
Track 1: Security	25	0	5	7	9
Track 4: Alerts and Notifications	25	0	5	7	9
Track 5: Microsoft Dynamics/System Wide	80	0	5	7	9
Track 6: IDS Links/Core Demographics	35	0	5	7	9
Track 7: SSA Assignments/SSA Support	25	0	5	7	9
Track 8: Discovery Results/Quick Summary	15	0	5	7	9
Track 9: Local Funding/Provider Access/Provider Selection	70	0	5	7	9
Track 12: Planning Process	60	0	5	7	9

<b>Track 13: ISP (View History, Plan Approval, Action Plans)</b>	<b>120</b>	<b>0</b>	<b>5</b>	<b>7</b>	<b>9</b>
<b>Track 14: Contacts</b>	<b>20</b>	<b>0</b>	<b>5</b>	<b>7</b>	<b>9</b>
<b>Track 19: Reporting &amp; Metrics</b>	<b>25</b>	<b>0</b>	<b>5</b>	<b>7</b>	<b>9</b>

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

Criteria	Percentage
Technical Proposal	70%
Cost Summary	30%

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

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

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

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

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

**Total Points Score:** The total points score is calculated using the following formula:

$$\text{Total Points} = \text{Technical Proposal Points} + \text{Cost Summary Points}$$

**ATTACHMENT TWO: WORK REQUIREMENTS AND SPECIAL PROVISIONS  
PART ONE: WORK REQUIREMENTS**

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

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

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

**eIDS Contractor Tasks and Deliverables**

The following table summarizes the Contractor's project work to be completed and deliverables to be produced. A narrative for each task and description of each deliverable to be completed within the task follows the table.

**PHASE, TASK AND DELIVERABLE TABLE**

<b>Phase</b>	<b>Task</b>	<b>Deliverable</b>
<b>Iteration Zero</b>	1. Project Planning	Development Plan Knowledge Transfer Plan Test Strategy Issue Management Plan Risk Management Plan
	2. eIDS Technical Appraisal	Technical Appraisal Document Security Plan Capacity Plan Design Decision Log
<b>Iterations 1 - n</b>	3. Iteration Monitoring, Control & Reporting	Iteration Plan Weekly Status Report Issues Log - Updated Risks Log - Updated Design Decisions Log - Updated
	4. Requirements & User Story Confirmation	Requirements Traceability Matrix Additional User Stories Microsoft TFS Updates
	5. eIDS Development	Iteration Schedule Backlog Report Unit Test Results
	6. System Testing	Iteration Test Plan Defect Log Update Backlog System Test Results Regression Testing Iteration Review

Phase	Task	Deliverable
		IT Show and Tell Session UAT Readiness Certification
<b>Production Releases 1 - n</b>	7. Load & Performance Test Support	Support Load & Performance Testing
	8. Training and Knowledge Transfer	Training Materials IT Show and Tell Session Train the Trainer Support
	9. User Acceptance Test Support	Support UAT
	10. Release to Production	Source Code Transition Plan IT System Overview
	11. Warranty Production Support	Microsoft TFS Updates - Defect Log System Documentation
<b>Project Completion</b>	12. Project Close	IT Show and Tell Session Project Completion Checklist

## **Phase - Iteration Zero**

### **TASK 1 - PROJECT PLANNING**

The Contractor must create the Development Plan for the scope of work following Project Management methodologies consistent with the DODD Project Management Center of Excellence (PMCoE), included in Attachment Ten, and the Project Management Institute ([www.pmi.org](http://www.pmi.org)). Planning must include the deliverables below that the Contractor will use to manage the eIDS development.

- Development Plan
- Knowledge Transfer Plan
- Test Strategy
- Issue Management Plan (Issue Logs to be updated weekly)
- Risk Management Plan (Risk Logs to be updated weekly)

**Development Plan.** The Contractor must create a Development Plan that includes a recommendation regarding the number of production releases and the number of iterations within each release to complete the eIDS Project scope of work. DODD anticipates that the eIDS project may consist of two production releases with each release consisting of a number of iterations. The Development Plan must address the Project scope of work and how the proposed solution will include the User Stories (Supplement Two), Blue Screens (Supplement Three) and Process Flows (Supplement Four).

Additionally, the Development Plan must address how the Contractor will work with the DODD PMCoE to ensure that software development, migration planning and execution follows the DODD change control policy and practice, utilizing Microsoft TFS source control, and an Agile approach to bug/defect tracking.

**Knowledge Transfer Plan.** The Contractor must develop a Knowledge Transfer Plan that identifies all tasks the Contractor must complete to transfer knowledge to DODD through documentation and Show-and-Tell sessions. DODD anticipates that the Contractor will provide knowledge transfer by conducting half-day or full-day Show-and-Tell sessions. The Show-and-Tell sessions must be conducted for: each iteration review; each eIDS release certified ready for UAT; and during Task 12 – Project Close. Named Contractor staff and 10-20 DODD staff that will participate in knowledge transfer activities must be identified in the plan.

DODD will create the user documentation for the eIDS. If user documentation exists from other Contractor project work, the Contractor must provide the existing material/training that DODD can modify/customize for the eIDS, including: on-line help; computer-based training; training presentations; user manuals and training aids.

**Test Strategy.** As part of Project planning, the Contractor must collaborate with DODD PMCoE to develop an overall eIDS Test Strategy document. The Test Strategy must define the Contractor's test planning and testing work for each iteration and production release. The Test Strategy must include who will enter what information to be documented using TFS and/or other tools.

**Issue Management and Risk Management Plans.** The Contractor must develop an Issue Management Plan and a Risk Management Plan that documents how they will track and report the project issues, risks and status on an ongoing basis following DODD PMCoE guidelines. Regularly scheduled status meetings between DODD and the Contractor will be held to discuss project progress, issues, resolutions and next steps. The Contractor must include the following standard reporting mechanisms: Status Reports, Issues Log and Risk Log updates.

## ***TASK 2 – EIDS TECHNICAL APPRAISAL***

For Iteration Zero the Contractor must conduct a review of the eIDS User Stories, Blue Screens (including Provider Access documentation), Process Flows, DODD Enterprise Architecture, DODD Foundation Information, and eIDS CRM Security Consideration documentation to validate the User Stories and identify required modifications and enhancements to any pre-existing solution component (e.g., Dynamics, HHS Framework) or functionality (e.g., DODD architecture components or web services) that the Contractor plans to leverage for the eIDS. Additionally, the Contractor must confirm the number of iterations to complete the eIDS.

The Contractor, in collaboration with DODD, will establish the architecture and environment for the Microsoft Dynamics CRM based on DODD architecture standards and guidelines and Microsoft best practices. The Contractor must document how their design will comply with standards and guidelines when building eIDS components using the Business Rules Engine, Dynamics configuration options, HHS Framework or customizations unique to eIDS. The Contractor must integrate with existing DODD applications using .NET (ASP.NET, VB.NET) services or Dynamic-Link Libraries (DLLs) that will be written by DODD and made available to the eIDS.

The Contractor's solution must include a recommendation for a Business Rules Engine to help maintain and separate rules from transactional programming language, to enable modification and updates on an emergency basis as well as for a regularly scheduled (at least quarterly) change control process. DODD will procure the Business Rules Engine recommended by the Contractor to use for eIDS.

The Contractor must serve as the Primary Point of Contact (POC) with Microsoft and other COTS Product vendors utilized in the eIDS solution stack, and be responsible for resolving issues related to all Microsoft products interoperability in the eIDS solution stack.

**Technical Appraisal Document.** The Contract must develop a Technical Appraisal Document which defines how the following key areas will be addressed in the eIDS project:

- Security - Claims based authentication;
- SharePoint Integration;
- Potential use of integration strategies or tools that may include: Biztalk/Scribe and Web Services. Specifically, the Contractor must provide a documented approach that addresses DODD provider integration;
- Customization approach that addresses extending CRM (e.g., modification to base entity class, development of custom workflows and plug-ins);
- Business Rules Engine integration and use;
- Contractor supplied modules; and,
- Usability and design items listed below.
  - The eIDS must be visually appealing, easily usable and responsive.

- The eIDS must incorporate human factors engineering for an intuitive page flow structure leading to ease of navigation taking into account the need to leverage mobile development in certain component areas of the application (e.g., case notes).
- The eIDS must be capable of branding the designated look and feel throughout the system.
- The eIDS must be consistent with State of Ohio policies and guidelines for Internet application development. State of Ohio IT Policies can be found at <http://das.ohio.gov/Divisions/InformationTechnology/StateofOhioITPolicies.aspx>.
- The eIDS must meet 508 and ADA requirements as well as guidelines adopted by CMS.

The Contractor may propose alternatives to any of these components, but they must be clearly justified and have the prior approval of the DODD Program Manager.

The Contractor must conduct a walkthrough of the final Technical Appraisal Document with DODD to validate the contents prior to acceptance.

**Security Plan.** The Contractor must develop a Security Plan, based on DODD security standards and guidelines and Microsoft best practices, for building the eIDS that includes privacy, user access and authentication, user permissions, etc. The Security Plan must incorporate, as appropriate, Attachment Eight – eIDS CRM Security Considerations.

**Capacity Plan.** The Contractor must develop a Capacity Plan that documents how eIDS will be designed and built to scale to support the Region V County Collaborative (Pilot) and the Statewide implementation. The Statewide implementation is out of scope and will be completed by DODD. The Contractor must demonstrate how their solution, utilizing full Dynamics CAL licenses for County Board, DODD Central Office, Council of Government (COG) and Developmental Center (DC) staff will linearly scale to meet the following Pilot and Statewide volumes:

Stakeholder Summary	Pilot	Statewide
County Board staff, DODD Central Office staff, Council of Government staff, Developmental Center staff	280	3,800
Provider staff users (includes private and County Board)	1,300	16,500
Families/Individuals	2,900	90,000

**Design Decision Log.** The Contractor must create a Design Decision Log to maintain a summary of decisions pertaining to the design and architecture for the eIDS. The Contractor must document decisions that are not obvious or where alternatives were considered prior to making a decision. DODD’s objective for maintaining the Design Decision Log is to reduce the risk of needless refactoring at some point in the future or rehashing previously made decisions.

**Phase – Iterations 1 – n**

***TASK 3 - ITERATION MONITORING, CONTROL & REPORTING***

**Iteration Plan.** The Contractor must develop an Iteration Plan that defines the User Stories that will be delivered during each four week iteration. The Iteration Plan must include how the Contractor will work with DODD to complete the work identified in the Development Plan using Agile methods.

**Weekly Status Report.** The Contractor must create a Weekly Status Report by updating TFS to reflect planned and completed work. DODD will be using TFS reporting capabilities to monitor project progress. The Weekly Status Report must, at a minimum, include the following:

- Status of work completed
- Objectives for the next reporting period
- One-page graphical summary of the Project Work Plan status of all major tasks and subtasks

**Issue Log - Updated.** The Contractor must maintain an Issue Log, using a DODD provided template, for eIDS Project related issue management and resolution.

**Risk Log - Updated.** The Contractor must maintain a Risk Log, using a DODD provided template, for eIDS Project related risks, mitigation strategies and contingent actions.

**Design Decisions Log - Updated.** The Contractor must maintain the Design Decisions Log, using a DODD provided template, for eIDS Project related design decisions.

#### ***TASK 4 - REQUIREMENTS & USER STORY CONFIRMATION***

DODD has developed User Stories, Blue Screens and Process Flows to define eIDS requirements included as Supplements with this RFP. The Contractor must review and identify where additional information is needed to complete system development. The Contractor will be expected to interact with DODD to clarify requirements, User Stories, workflows, alerting, reporting, etc., as needed. The Contractor Project Manager must coordinate this activity through the DODD Program Manager.

The Contractor must conduct iteration planning sessions with the appropriate DODD staff to fully explore and understand existing system component functionality that the Contractor will be leveraging and to understand the gaps to be addressed in order to build the required functionality. Based upon these session results, the Contractor must document in detail, the iteration backlog, configuration and coding work necessary to fully meet eIDS requirements for that iteration.

**Requirements Traceability Matrix.** The Contractor must create a Requirement Traceability Matrix using TFS to track the progress of User Story completion for eIDS.

**Additional User Stories.** The Contractor, working with DODD, must create new User Stories if an Epic or vague User Story requires further decomposition using TFS.

**Microsoft TFS Updates.** The Contractor and DODD must collaborate and confirm that User Stories are appropriately created in TFS to allow for accurate backlog management and traceability reporting. The Contractor must create and maintain tasks associated with User Stories, in TFS, to identify additional requirement work needed to complete decomposition as needed. The Contractor must demonstrate completion of User Stories and other requirements by generating reports from TFS showing development and testing status for backlog items.

#### ***TASK 5 – EIDS DEVELOPMENT***

The Contractor's development efforts must be guided by the outputs of the User Stories. During this task, the Contractor must create comments in the code to support future eIDS maintenance and enhancements.

**Iteration Schedule.** The Contractor must collaborate with the DODD Program Manager to develop the Iteration Schedule.

**Backlog Report.** The Contractor must update TFS as work is completed and generate the Backlog Report in TFS.

**Unit Test Results.** The Contractor must unit test the code delivered during each iteration. The Contractor must update TFS with the test results and identified defects.

#### ***TASK 6 – SYSTEM TESTING***

The Contractor must thoroughly system test the software before the DODD QA/UAT teams begin their work. All testing requires the development of a thorough Iteration Test Plan. The system tests that are

developed must be repeatable and must be directly traceable to the User Stories and other system requirements.

For each release, eIDS must follow structured testing for component (Unit) and system testing. The testing must include an emphasis on testing new functionality as well as regression tests to confirm existing functionality has not been disrupted. Identified defects must be corrected by the Contractor. All code must be Contractor tested before DODD QA, UAT, load and performance testing.

The Contractor must work with DODD to follow the DODD promotion process and procedures to move the eIDS components from development to QA environments to complete System Testing work.

**Iteration Test Plan.** The Contractor must collaborate with DODD to develop an Iteration Test Plan documenting how tests will be defined and completed for eIDS iterations. The Iteration Test Plan must include test cases, scripts, data sheets, and expected results.

**Defect Log.** The Contractor must enter defects identified and corrected during testing into TFS.

**Update Backlog.** The Contractor must update TFS as testing and defect correction work is completed and generate the Backlog Report.

**System Test Results.** The Contractor must document the system test results after completion and present them to DODD for review and approval.

**Regression Testing.** The Contractor must perform regression testing, as needed, prior to UAT. The Contractor must correct deficiencies or defects identified during regression testing. The Contractor must support DODD regression testing on web services and interfaces developed by DODD between legacy systems and the eIDS.

**Iteration Review.** The Contractor must conduct an Iteration Review at the completion of every iteration. The Contractor must demonstrate their completed iteration to DODD IT, selected County and Product Owner team members. The location, content and attendees for each review must be defined in the Iteration Plan and confirmed in the Iteration Schedule.

**IT Show-and-Tell.** The Contractor must conduct a Show-and-Tell session at the end of each iteration. The IT Show-and-Tell is a knowledge transfer activity between the Contractor and DODD. The objective of the session is to provide DODD with the opportunity to ask questions and document, in the manner each attendee sees fit, the session. The documentation will be used by DODD to support and maintain the system after the Contractor's Warranty Period. The sessions will be attended by DODD staff (e.g., 10 – 20 IT analysts, developers, operations, trainers). The Contractor must present an overview of the iteration content including the Dynamics, Framework, Business Rules Engine, Contractor supplied modules and custom code developed specifically for eIDS.

**UAT Readiness Certification.** The Contractor and DODD will collaborate and define the process and mechanism for providing DODD with a readiness certification for each new eIDS release. This readiness certification must be the Contractor's statement that the release has passed all Contractor unit, regression and system testing, and is ready for DODD QA/UAT. Once the readiness certification has been delivered, the Contractor must schedule a Release Review with DODD. The Release Review must demonstrate that all areas of the system are working properly and match documented requirements.

## **Phase - Production Releases 1 – n**

### **TASK 7 – LOAD AND PERFORMANCE TEST SUPPORT**

The Contractor must support DODD load and performance testing work as part of the DODD QA process following system testing and prior to UAT. The Contractor must answer questions and confirm and correct deficiencies or defects identified during load and performance testing.

DODD will establish performance test metrics for system performance including: page response time; concurrent user load; number of connections; network utilization; CPU, memory, and database utilization based on user profiles. The Contractor must address performance bottlenecks with their solution detected during load and performance testing. The Contractor and DODD must collaborate on exit criteria for the load and performance testing.

Load and performance testing will be conducted to confirm eIDS scalability with the planned Pilot implementation user counts and the anticipated Statewide deployment user counts.

**Support Load and Performance Testing.** The Contractor must work with DODD to complete load and performance testing, address issues identified impacting eIDS coding and document results.

#### ***TASK 8 – TRAINING AND KNOWLEDGE TRANSFER***

DODD will be using a Train-the-Trainer approach to develop and deliver eIDS training to state and county staff that will use the system. The Contractor must support the Train-the-Trainer approach to ensure DODD staff can effectively deliver user training on the eIDS.

The Contractor must work with DODD to follow the DODD promotion process and procedures to move the eIDS release from the UAT to TRAIN environments (reference Attachment Ten).

**Training Materials** - The Contractor must support DODD by providing: standard existing system presentation materials and documentation; on-line help content; and computer-based training to the extent the aforementioned items are available. DODD may modify, customize and/or develop eIDS training materials using Contractor provided materials as a starting point. Electronic versions of the training materials are preferred for customization and distribution for their own use.

**IT Show-and-Tell.** The Contractor must conduct a Show-and-Tell session for each production release. The session will be attended by 10 to 20 DODD staff (e.g., IT analysts, development, operations, training). The Contractor must present an overview of the release content and the Dynamics, Framework, Business Rules Engine, Contractor supplied modules and custom code developed specifically for the eIDS. DODD attendees will ask questions and document answers in a manner of their choosing to learn from the Contractor how eIDS is built. DODD will reference the documentation they create during the each session to support and maintain eIDS after the Contractor warranty period.

**Train-the-Trainer Support** – For each production release, the Contractor must attend up to three sessions that will be scheduled and delivered by DODD trainer(s). The Contractor must provide support to assist DODD trainers leading the session and answer questions that cannot be answered by the trainers.

#### ***TASK 9 – USER ACCEPTANCE TESTING SUPPORT***

The Contractor must support DODD UAT. The Contractor must answer questions and confirm and correct deficiencies or defects identified during UAT. The Contractor and DODD must collaborate on exit criteria for UAT.

The Contractor must work with DODD to follow the DODD promotion process and procedures to move the eIDS release from QA to UAT environments (See Attachment Ten).

**Support UAT.** The Contractor must work with DODD to complete UAT, address issues identified impacting eIDS coding and document the results.

#### ***TASK 10 – RELEASE TO PRODUCTION***

The Contractor must work with DODD to follow the DODD production promotion process and procedures from UAT to PROD environments (See Attachment Ten).

**Transition Plan.** The Contractor must develop a Transition Plan that addresses transition of the eIDS to DODD. The Transition Plan must assure readiness of DODD staff to operate, support and maintain (after Warranty) the system post go-live.

**IT System Overview.** The Contractor must conduct an IT System Overview prior to promoting a release to production. The IT System Overview must incorporate elements of the Technical Appraisal Document.

**eIDS Source Code.** The Contractor must ensure that all source code for custom code, plug-ins, assemblies, XRM extensions, and any other configurations have been checked in to TFS.

#### ***TASK 11 – WARRANTY PRODUCTION SUPPORT***

The Contractor must provide warranty support to correct identified defects after each release is placed into production for a period of 90 days. The Contractor must continue to support each release until all releases are in production to finish the project. Once all releases are in production, the Contractor must provide full warranty support for 90 days. The 90-day warranty commences upon the State's final acceptance of the eIDS which occurs after all releases are in production successfully per the final production performance period as defined in Attachment Four: Acceptance and Maintenance – Standards of Performance. The 90-day warranty must be provided at no additional charge to the State and must be in accordance with the warranty provisions described in the RFP.

**Updated Defect Log.** The Contractor must enter all defects identified during Warranty Production Support period into TFS.

**Updated System Documentation.** At the completion of the Warranty period(s), the Contractor must conduct a review with the DODD Project team and identify any documentation that must be updated as a result of changes during any Warranty period(s). The Contractor must update any Contractor created documentation and provide it to the DODD Project team for review and final acceptance.

#### **Phase - Project Completion**

##### ***TASK 12 - PROJECT CLOSE***

Upon the completion of the Warranty period, the Contractor must perform all activities necessary to close out the Phase or Project. The Contractor must organize and turn over to the State, in an acceptable electronic form, all files, documents and other Project artifacts produced for use by the eIDS Project within 90 days after acceptance of the final production release. This includes transitioning all System responsibilities over to DODD.

**IT Show-and-Tell.** The Contractor must conduct a final Show-and-Tell session for the completed eIDS. The session will be attended by 10 to 20 DODD staff (e.g., IT analysts, development, operations, training). The Contractor will present an overview of the release content and the Dynamics, Framework, Business Rules Engine, Contractor supplied modules and custom code developed specifically for the eIDS. DODD attendees will ask questions and document answers in a manner of their choosing to learn from the Contractor how eIDS is built. DODD will reference the documentation they create during the session to support and maintain eIDS after the Contractor warranty period.

**Final eIDS Project Completion Checklist.** The Contractor must collaborate with DODD to develop the list of items to confirm transfer of all relevant materials from Contractor to DODD at project end. At a minimum, the list must include:

- Confirmation that the one day 'Show and Tell' session between Contractor team and DODD IT team members to review the as-built system is complete;
- Confirmation of all documentation entry into TFS for backlog, defects and corrections, etc.

- Final update of the Design Decisions Log, Issue Log, Risk Log, etc.

**Work Hours and Conditions.** All Project work must be performed at DODD facilities located at 30 E. Broad Street, 18<sup>th</sup> Floor, Columbus, Ohio 43215. DODD will provide equipment and office space necessary for each team member to complete their work. Standard working hours are from 8:00 a.m. – 5:00 p.m., unless otherwise agreed.

## STATE ROLES AND RESPONSIBILITIES

The following State personnel will be available during the eIDS Project.

### **DODD Program Manager**

Provides oversight of all projects related to the DODD eIDS Program and ensures the overall program goals are met. The DODD Program Manager coordinates and prioritizes schedules and resources across the projects, managing links and dependencies between the projects and the overall costs and risks of the program. The DODD Program Manager will be the single point of contact for contractual and project related matters.

### **DODD Project Manager(s)**

Provides project management oversight of the eIDS Project ensuring implementation is completed as designed and in accordance with approved work plan. The DODD Project Manager will be the single point of contact for assigned Project (tracks) related matters.

### **DODD Business Team Lead(s)**

Provide guidance on business process development to ensure the solution meets State business needs. DODD will provide a Business Team Lead for each business area.

### **DODD Business Analyst(s)**

Evaluates information gathered from multiple sources, reconcile conflicts, decompose high-level information into details, abstract up from low-level information to a general understanding, and distinguish user requests from the underlying true needs. Understands the customer's business requirements and business process management, and then translates them to particular software requirements.

### **DODD Technical Lead**

Provides guidance to ensure the solution meets any applicable DODD and State IT infrastructure requirements by following DODD and State policies, standards and procedures. Leads DODD architects and works with Contractor's Technical Lead on design and implementation plans for solution technical architecture.

### **DODD Subject Matter Experts (SMEs) and Product Owners**

Participate in implementation related tasks (e.g., User Story review, iteration planning, iteration reviews, UAT, etc.).

## CONTRACTOR ROLES AND RESPONSIBILITIES

The following Contractor roles and responsibilities are critical to the success of the Project. All Contractor roles are expected to work with their DODD counterparts. At a minimum, the Contractor's staffing plan must include names for the following key Project personnel assigned to each role.

### **Contractor Project Manager**

Role: The Contractor Project Manager (PM) must provide project management oversight for the Contractor team through acceptance of the DODD eIDS solution.

Responsibilities:

- Work with DODD Program Manager to create and manage the Project Plan and Schedule
- Manages the Contractor Project Team Members
- Liaison between DODD Program Manager and Contractor resources
- Coordinates with DODD to implement QA processes to monitor the Project
- Manages project issues and risks
- Point of escalation for Project issues
- Coordinates the deliverable acceptance process with DODD Program Manager and DODD QA

Qualifications:

- Experience as the Project Manager on Dynamics/HHS Framework CRM software implementation projects of similar size and scope within the past 3 years. Multiple implementations are desirable.
- Excellent written and oral communication skills

Desirable Qualifications:

- Experience as the Project Manager on Developmental Disabilities projects.
- SCRUM Master Certification.
- Project Management Institute Project Management Professional certification.
- Experience in various positions such as; Tester, Developer, QA, Development Lead, Technical Lead, Functional Lead, Business Analyst

**Contractor Business Analyst(s)**

Role: The Business Analyst(s) must provide business process and subject matter expertise for the proposed eIDS Dynamics/HHS Framework software implementation.

Responsibilities:

- Lead design, configuration, workflow, security design, development and testing of the Contractor's proposed solution for eIDS.
- Elicit requirements using interviews and document analysis (User Stories, Blue Screens, process flows, etc.).
- Develop and/or revise User Stories as needed.
- Critically evaluate information gathered from multiple sources, reconcile conflicts, decompose high-level information into details, abstract up from low-level information to a general understanding, and distinguish user requests from the underlying true needs.
- Collaborate with developers and subject matter experts to establish the technical vision and analyze tradeoffs between usability and performance needs.

Qualifications:

- Experience as the Business Analyst on implementation projects of similar size and scope.
- Experience with Dynamics/HHS Framework implementations and the proposed business rules engine solution for eIDS.
- Experience eliciting requirements using interviews and document analysis (user stories, blue screens, process flows, etc.).
- Experience creating and decomposing user stories to derive technical requirements.
- Excellent verbal and written communication skills and the ability to interact professionally with a diverse group (e.g., executives, managers, and subject matter experts).
- Experience using TFS.

Desirable Qualifications

- Microsoft Certifications

### **Technical Lead(s)**

Role: The Technical Lead must provide technical subject matter expertise for the proposed eIDS Project.

#### Responsibilities:

- Serve as a CRM architect/developer to design the eIDS Dynamics CRM solution.
- Lead the configuration of the software, leveraging Dynamics CRM, HHS Framework, Business Rules engine, pre-existing Contractor supplied modules and custom development for DODD eIDS
- Lead the technical team in tasks for inbound and outbound interfaces/services use, reports, extensions, enhancements and testing
- End-to-end technical coherency of the implemented Dynamics extensions, framework, business rules engine, pre-existing Contractor supplied modules, custom developed functions, and consumption of DODD provided services within the broader context of the Contractor's eIDS solution
- Center point of communication for all technical matters concerning the Project

#### Qualifications:

- Experience as the Technical Lead on Dynamics/HHS Framework CRM implementation projects of similar size and scope where the application is currently in production
- Experience with the Contractor's recommended Business Rules Engine
- Experience in such positions as; Developer, Tester, Data Center/Operations, Network, Development Lead, IT Architect, Systems Analyst, Database Analyst, Systems Administrator
- Excellent written and oral communication skills

#### Desirable Qualifications:

- Microsoft Certifications

### **Developers**

Role: The Developer designs, configures, modifies, develops, writes and implements software programming applications and components. Supports and/or installs software applications and components.

#### Responsibilities:

- Configure or extend Dynamics CRM features and functions
- Configure or extend HHS Framework features and functions
- Create or configure Entities and Workflows to meet user story requirements
- Develop reports using SSRS
- Unit test Entities and Workflows
- Use Team Foundation Server (TFS) to manage backlog, create and update tasks, report and correct defects, and enter test scripts and test results
- Team with DODD staff, as directed by Contractor Project Manager, to provide knowledge transfer for completed work

#### Qualifications:

- Multiple years of CRM, .NET coding, testing, implementation and support experience in the areas listed below:
  - Microsoft CRM and XRM configuration and deployment experience. Microsoft Dynamics CRM 2011 experience is desirable.
  - Agile project life cycle experience including; refining business requirements, user story development, designing, coding, testing and supporting applications
  - TFS to manage code check in/check out, estimate and actual time and duration reporting, user stories, backlog, tasks, defects, and testing results
  - Workflows, plug-ins coding, testing
  - SOAP, REST, and web services technology development and use
  - Integrating existing .NET applications with CRM solutions
- Excellent written and oral communication skills

Desirable Qualifications:

- Multiple years of CRM, .NET coding, testing, implementation and support experience in HHS and/or Developmental Disabilities organizations
- Microsoft Certifications are a plus

**PART TWO: SPECIAL PROVISIONS**

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

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

State authorization for payment and the payment itself do not indicate the State has accepted the Deliverables associated with the payment. The State’s acceptance of the Deliverables that are part of developing the Project is conditioned on a successful performance test upon completion of the Project.

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

Accepted Payment Milestones	Payment
Iteration Zero Complete	5%
Iteration Complete	20% divided by number of approved iterations
UAT Complete - with acceptable number of defects resolved/outstanding	25% divided by number of approved releases
Production Release(s) Complete	40% divided by number of approved releases
Warranty Period(s) Complete	10% divided by number of approved releases

Upon completion and acceptance of each Payment Milestone, the Contractor may submit an invoice according to the payment schedule identified above.

**Reimbursable Expenses.** None.

**Bill to Address.**

Ohio Department of Developmental Disabilities  
Attn: Mr. Matt Curren  
Division of Information Systems  
30 East Broad Street, 12<sup>th</sup> Floor  
Columbus, Ohio 43215

**Location of Data.** All data must be housed on DODD provided equipment operated at DODD locations.

## ATTACHMENT THREE: REQUIREMENTS FOR PROPOSALS

**Proposal Format.** These instructions describe the required format for a responsive Proposal. The offeror may include any additional information it believes is relevant. The offeror's proposal submission must be submitted using the Microsoft Word version of the RFP to provide an **in-line response** to the RFP. An identifiable tab sheet must precede each section of the 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.

Offeror responses should use a consistent contrasting color (**blue** is suggested to contrast with the black text of this document) to provide their response to each requirement so that the offeror response is readily distinguishable to the State. Below is an example of the required format for responding to the RFP requirements. To aid offerors in the creation of the most favorable depiction of their responses, alternative formats are acceptable that use *typefaces*, **styles** or **shaded backgrounds**, so long as the use of these formats are consistent throughout the offerors response and readily distinguishable from the baseline RFP. Alterations to the State provided baseline RFP language is strictly prohibited. The State will electronically compare offeror responses to the baseline RFP and deviations or alterations to the State's RFP requirements may result in a rejection of the offeror's Proposal.

To ensure that each Proposal addresses the required Scope of Work (Attachment Two) and required sections of the Proposal format (Attachment Three), offerors must address each RFP requirement by section and sub-section heading and provide the offeror's proposed solution or response to the requirement by section and subsection **in-line** using the provided Microsoft Word version of this RFP.

**Acceptance of Attachment Four – General Terms and Conditions.** Offerors must include the entire content of Attachment Four as a single section in their proposal. The offerors must include a statement at the beginning of the section indicating that the offeror has read, understands and agrees to the General Terms and conditions contained in Attachment Four.

**Example (in italics below):**

***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.*

***Offeror Response:*** *Offeror describes how it will address the Assumptions section within the Proposal.*

Each Proposal must respond to every request for information in this attachment and Supplement 2, 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.

Each Proposal must contain the following **tabbed sections**:

**Technical Proposal**

- Vendor Information Form (OBM-5657)
- Subcontractor Letters
- Offeror Certification Form
- Offeror Description
- Offeror Profile Summary Form
- Staffing Plan
- Assumptions
- Work Plan
- Support Requirements
- Proposed Solution

Proof of Insurance  
Payment Address  
Legal Notice Address  
W-9 Form

**Cost Proposal** (separate sealed package)  
Cost Summary

**Vendor Information Form.** The offeror must submit a signed and completed Vendor Information Form (OBM-5657). The form is available at <http://ohiosharedservices.ohio.gov/VendorsForms.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 Certification Form.** The offeror must complete Attachment 6, 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.

**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.**

**Staffing Plan.** The offeror must provide a staffing plan that identifies all the personnel by position that the offeror proposes and that are required to do the Project. The staffing plan must show each individual's responsibilities on the Project. The State also requires a staffing plan that matches the proposed key Project personnel and qualifications to the activities and tasks that will be completed on the Project. In addition, the plan must have the following information:

- Resumes for key Project personnel;
- A contingency plan that shows the ability to add more staff if needed to ensure meeting the Project's due date(s);
- The number of people onsite at the State location at any given time to allow the State to plan for the appropriate workspace; and
- A statement and a chart that clearly indicate the time commitment of the proposed Project Manager and the offeror's proposed team members including key Project personnel for this Project during each phase of the Project. The offeror also must include a statement indicating to what extent, if any, the Project Manager may work on other projects during the term of the Contract. The State may reject any Proposal that commits the proposed Project Manager or any proposed key Project personnel to other projects during the term of the Project, if the State believes that any such commitment may be detrimental to the offeror's performance.

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

**Work Plan.** The offeror must fully describe its approach, methods, and specific work steps for doing the work on this Project and producing the Deliverables. The State seeks insightful responses that describe proven, state-of-the-art methods. Recommended solutions must demonstrate that the offeror will be prepared to quickly undertake and successfully complete the required tasks. The Work Plan must include a detailed implementation approach to addressing and meeting RFP Milestones.

The Work Plan must address each section in Attachment Two (through the inline response) with emphasis on each phase, task and deliverable described.

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 using Agile methods. The Work Plan must include detail sufficient to give the State an understanding of how the offeror's knowledge and approach will:

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

**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.

**Proposed Solution.** The offeror must indicate how its proposed solution meets the User Story requirements included in Supplement Two of this RFP.

The User Story requirements must be met with the provided Dynamics CRM 2011 software and developed using the Microsoft Connected Health and Human Services Framework (HHS Framework). The HHS Framework is a collection of vendor-agnostic best practices and guidelines for building service and standards-based, interoperable Human Services IT solutions.

Note: Supplement Two is being provided as a Microsoft Excel spreadsheet through the website as a convenience for responding to the RFP. The Supplement format and content must not be modified. If the requirements are modified, reformatted or omitted, the offeror's response may be disqualified.

For each User Story the offeror must indicate how the functionality is delivered by selecting one of the following drop-down boxes in Supplement Two:

**Dynamics:** The User Story requirement will be fully met using the base Dynamics CRM 2011 product out of the box or with configuration options or settings.

**Business Rules Engine:** The User Story requirement will be fully met by defining business rules employed by the rules engine functionality that may also leverage Dynamics functionality and/or an existing Contractor Solution.

**Contractor Solution** - The User Story requirement will be fully met by leveraging existing software assets available through the offeror's development efforts or previous development efforts and investments leveraging Dynamics and/or Business Rules Engine functionality.

**Custom Development:** The User Story requirement will be fully met through new software code developed to provide specific business or technical services where there are no leverageable software assets. The Custom Code may or may not leverage Dynamics, the Business Rules

Engine and/or Contractor Solution functionality along with the Custom Development. Offerors must provide an order-of-magnitude estimate to build the functionality.

Modules or plug-ins must be created in a programming or scripting language and leverage low level application infrastructure such as APIs, messaging, integration technologies or services to exchange data or execute logic within the Dynamics CRM software solution. This would also include any updates the software vendor would make to the core code as part of a future release or service pack. The Contractor must receive DODD approval for purchase and/or use of any 3<sup>rd</sup> party plug-ins.

**Not Supported:** The User Story requirement will not be met as part of the proposed solution.

**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.

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

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

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

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

## ATTACHMENT FOUR: GENERAL TERMS AND CONDITIONS

### PART ONE: PERFORMANCE AND PAYMENT

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

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

**Term.** Unless this Contract is terminated or expires without renewal, it will remain in effect until the Work is completed to the satisfaction of the State and the Contractor is paid. But the current General Assembly cannot commit a future General Assembly to an expenditure. Therefore, this Contract will automatically expire at the end of each biennium, the first of which is June 30, 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 Work Representative and Procurement Representative and title the notice as a "Notice of State Delay." The notice must identify any delay in detail, as well as the impact the delay has or will have on the Work. Unless the State decides, in its sole and exclusive judgment, that an equitable adjustment in the Contractor's Fee is warranted in the case of an extended delay, an extension of the Contractor's time to perform will be the Contractor's exclusive remedy for the State's delay. Should the State determine that an equitable adjustment in the Contractor's Fee is warranted, the equitable adjustment will be handled as

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## PART TWO: WORK AND CONTRACT ADMINISTRATION

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

**Other Contractors.** The State may hold other contracts for additional or related work, including among others independent verification and validation (IV&V) efforts for the Work. The Contractor must fully cooperate with all other contractors and State employees and coordinate its Work with such other contractors and State employees as may be required for the smooth and efficient operation of all related or additional work. The Contractor may not act in any way that may unreasonably interfere with the work of any other contractors or the State's employees. Further, the Contract must fully cooperate with any

IV&V contractor assigned to the Work. Such cooperation includes expeditiously providing the IV&V contractor with full and complete access to all Work product, records, materials, personnel, meetings, and correspondence as the IV&V contractor may request. If the State assigns an IV&V contractor to the Work, the State will obligate the IV&V contractor to a confidentiality provision similar to the Confidentiality Section contained in this Contract. The Contractor must include the obligations of this provision in all its contracts with its subcontractors for the Work.

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

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

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

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

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

**Audits.** During the term of this Contract and for three years after the payment of the Contractor's Fee, on reasonable notice and during customary business hours, the State may audit the Contractor's records and other materials that relate to the Work. This audit right also applies to the State's duly authorized representatives and any person or organization providing financial support for the Work.

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

- (a) Workers' compensation insurance, as required by Ohio law, and if some of the Work will be done outside Ohio, the laws of the appropriate state(s) where any portion of the Work will be done. The Contractor also must maintain employer's liability insurance with at least a \$1,000,000.00 limit.

- (b) Commercial General Liability insurance coverage for bodily injury, personal injury, wrongful death, and property damage. The defense cost must be outside of the policy limits. Such policy must designate the State of Ohio as an additional insured, as its interest may appear. The policy also must be endorsed to include a 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 effects a cure or the Contract expires without renewal or is terminated.
- (b) The State may terminate this Contract immediately for cause and without any cure period.

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

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

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

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

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

On written notice, the Contractor will have 30 calendar days to cure any breach of its obligations under this Contract, provided the breach is curable. If the Contractor fails to cure the breach within 30 calendar days after written notice, or if the breach is not one that is curable, the State will have the right to

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

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

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

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

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

The State will have the option of suspending rather than terminating the Work, if the State believes that doing so would better serve its interests. In the event of a suspension for the convenience of the State, the Contractor will be entitled to receive payment for the work performed before the suspension. In the case of suspension of the Work rather than termination for cause, the Contractor will not be entitled to any compensation for any work performed. If the State reinstates the Work after suspension for cause, rather than terminating this Contract after the suspension, the Contractor may be entitled to compensation for work performed before the suspension, less any damage to the State resulting from the Contractor's breach of this Contract or other fault. Any amount due for work before or after the suspension for cause will be offset by any damage to the State from the default or other event giving rise to the suspension.

In the case of a suspension for the State's convenience, the State will calculate the amount of compensation due to the Contractor for work performed before the suspension in the same manner as provided in this section for termination for the State's convenience. The Contractor will not be entitled to

compensation for any other costs associated with a suspension for the State's convenience, and the State will make no payment under this provision to the Contractor until the Contractor submits a proper invoice. If the State decides to allow the Work to continue rather than terminating this Contract after the suspension, the State will not be required to make any payment to the Contractor other than those payments specified in this Contract and in accordance with the payment schedule specified in this Contract for properly completed Work.

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

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

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

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

The Contractor's 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 Work Representative all reports, plans, and other materials that the RFP Documents require from the Contractor.

Either party, upon written notice to the other party, may designate another representative. However, the Contractor may not replace the 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 Work Representative. The Contractor will be responsible for all communications regarding the progress of the Work and will discuss with the Work Representative any issues, recommendations, and decisions related to the Work.

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

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

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

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

Where an equitable adjustment to the Contractor's Fee is appropriate, the State and the Contractor may agree upon such an adjustment. If the State and the Contractor are unable to agree, either party may submit the dispute to the senior management of the Contractor and the senior management of the State's Department of Administrative Services for resolution. If within 30 calendar days following referral to senior management, the claim or dispute has not been resolved, the Contractor must submit its actual costs for materials needed for the change (or estimated amount if the precise amount of materials cannot be determined) and an estimate of the hours of labor required to do the work under the Change Order. The Contractor must break down the hours of labor by employee position, and provide the actual hourly pay rate for each employee involved in the change. The total amount of the equitable adjustment for the Change Order then will be made based on the actual cost of materials (or estimated materials) and actual rate for each person doing the labor (based on the estimated hours of work required to do the change). Labor rates will be increased by 25% to cover benefits and taxes. The equitable adjustment for the Change Order then will be set based on this amount, plus 15% to cover overhead and profit. This amount will be the not-to-exceed amount of the Change Order. If the change involves removing a requirement from the Work or replacing one part of the Work with the change, the State will get a credit for the work no longer required under the original scope of the Work. The credit will be calculated in the same manner as the Contractor's Fee for the change, and the not-to-exceed amount will be reduced by this credit.

The Contractor is responsible for coordinating changes with its subcontractors and adjusting their compensation and performance schedule. The State will not pay any subcontractor for the Change Order. If a subcontractor will perform any work under a Change Order, that work must be included in the

Contractor's not-to-exceed amount and calculated in the same manner as the Contractor's equitable adjustment for the portion of the work the Contractor will perform. The Contractor will not receive an overhead percentage for any work a subcontractor will do under a Change Order.

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

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

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

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

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

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

The Contractor may not disclose any Confidential Information to third parties and must use it solely to do the Work. The Contractor must restrict circulation of Confidential Information within its organization and then only to people in the Contractor's organization that have a need to know the Confidential Information

to do the Work. The Contractor will be liable for the disclosure of such information, whether the disclosure is intentional, negligent, or accidental, unless otherwise provided below.

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

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

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

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

**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 confidentiality 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.

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

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

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

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

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

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

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

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

#### **PART FOUR: REPRESENTATIONS, WARRANTIES, AND LIABILITIES**

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

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

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

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

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

**Limitation of Liability.** Neither party will be liable for any indirect, incidental, or consequential loss or damage of the other party, including but not limited to lost profits, even if the parties have been advised, knew, or should have known of the possibility of such damages. Additionally, neither party will be liable

to the other for direct or other damages in excess of two times the not-to-exceed fixed price of this Contract. The limitations in this paragraph do not apply to any obligation of the Contractor to indemnify the State against claims made against it or for damages to the State caused by the Contractor's negligence or other tortious conduct.

## **PART FIVE: ACCEPTANCE AND MAINTENANCE**

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

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

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

## **PART SIX: CONSTRUCTION**

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

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

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

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

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

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

**Notices.** For any notice under this Contract to be effective, it must be made in writing and sent to the address of the appropriate contact provided elsewhere in the Contract, unless such party has notified the

other party, in accordance with the provisions of this section, of a new mailing address. This notice requirement will not apply to any notices that this Contract expressly authorized to be made orally.

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

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

## **PART SEVEN: LAW AND COURTS**

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

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

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

**Ohio Ethics Law and Limits on Political Contributions.** The Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of the Ohio ethics laws. The Contractor also certifies that all applicable parties listed in Ohio Revised Code Section 3517.13 are in full compliance with Ohio Revised Code Section 3517.13.

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

**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/>.

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

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

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

**ATTACHMENT FIVE  
SAMPLE CONTRACT**

**A CONTRACT BETWEEN  
THE DEPARTMENT OF ADMINISTRATIVE SERVICES  
ON BEHALF OF THE  
DEPARTMENT OF DEVELOPMENTAL DISABILITIES  
AND**

\_\_\_\_\_  
(CONTRACTOR)

**THIS CONTRACT**, which results from RFP #0A1104, entitled **DODD Enhanced Individual Data System (eIDS)** is between the State of Ohio, through the Department of Administrative Services, on behalf of the Department of Developmental Disabilities, and \_\_\_\_\_ (the "Contractor").

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

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

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

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

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

CONTRACTOR

STATE OF OHIO  
DEPARTMENT OF ADMINISTRATIVE

SERVICES

**SAMPLE – DO NOT FILL OUT**

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

By: «OIT\_DIRECTOR»

Title: \_\_\_\_\_

Title: «OIT\_DIRECTOR\_TITLE»

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT SIX  
OFFEROR CERTIFICATION FORM**

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

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

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

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

<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.

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



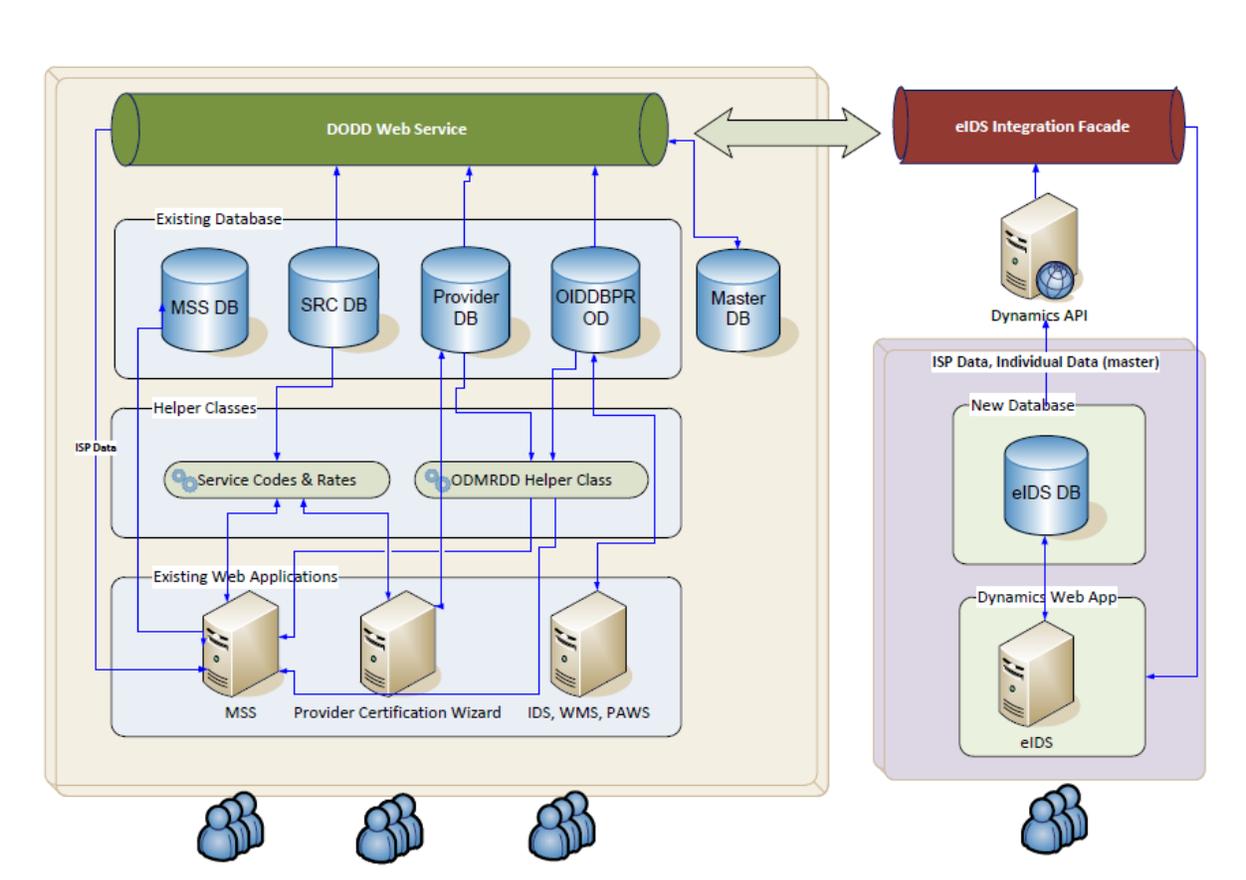
## ATTACHMENT EIGHT eIDS - CRM SECURITY CONSIDERATIONS

DoDD has identified several items listed below that need to be considered when designing and building eIDS role functionality and security.

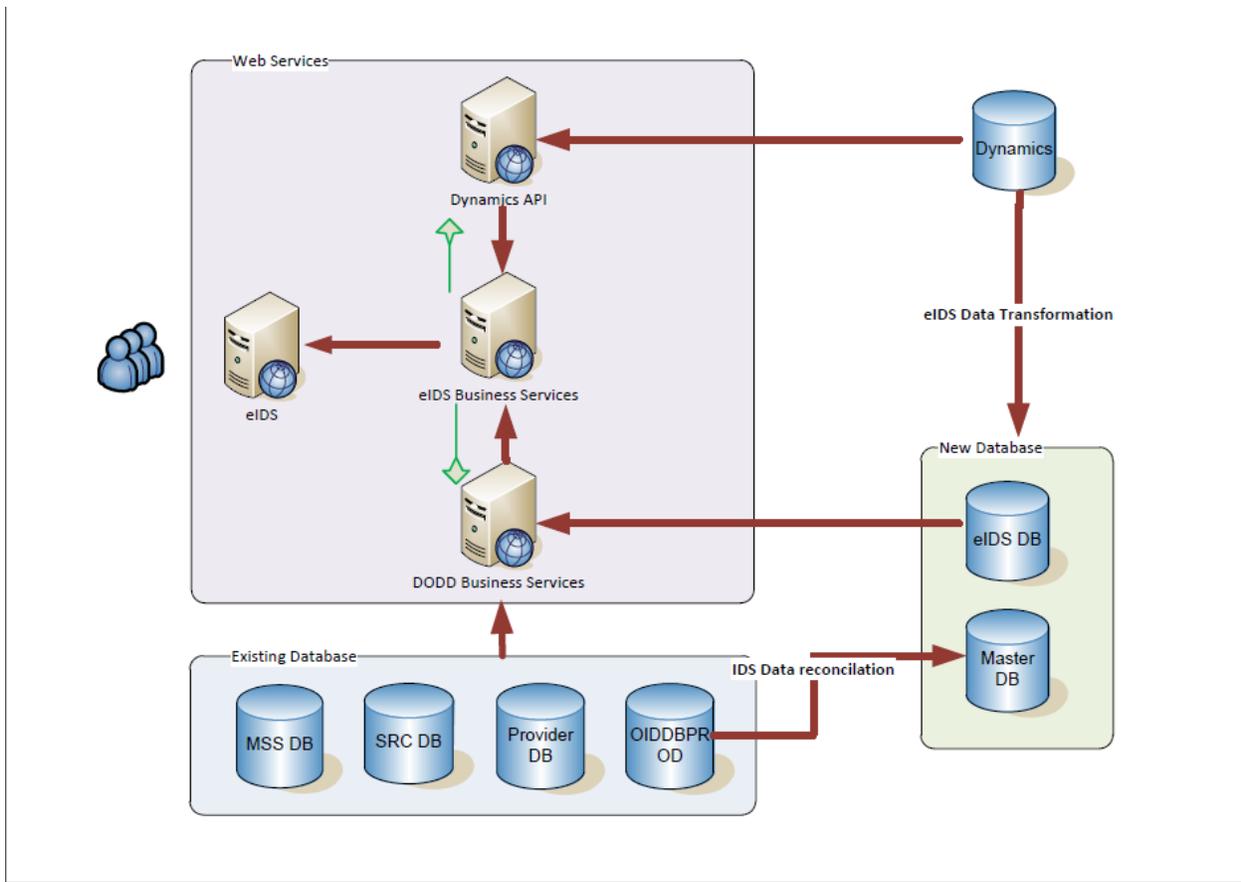
1. A maximum of two users can have the role of eIDS County Administrator at any point in time.
2. *A user must be able to be an eIDS Administrator of more than one county. This may need some innovative role design in CRM.*
3. Supplement Six, Role/Function Matrix does not include all workflows which is the reason for the apparent redundancy in feature access for several of the roles. The Role Function Matrix will later be updated to include those other features so the need for different roles will become more apparent (e.g., SSA Supervisor vs. SSA Director).
4. The following administrative roles are defined within the Role/Function Matrix:
  - o *IT System Admin*–DODD role which assigns, via the affidavit process, the county administrator (System Administrator below) role to a user in CRM.
  - o *eIDS County Administrator* –County level administrator role which can assign any user access to any role in their county EXCEPT FOR System Administrator
  - o eIDS Configuration Admin –CONFIGURATION role which can configure different aspects of the system that are non-identifying (i.e., lookups and other global parameters). - DODD specific Role
5. The rest of security administration is performed in eIDS itself.
  - Within the application users are assigned roles associated with counties.
  - Role association can thus be different for the same user in different counties.
  - Role assignment is performed by System Administrators, which are county employees who have been given the System Administrator role.
6. System Administrators are able to assign all roles in eIDS except for the System Admin role itself.

## ATTACHMENT NINE DODD ENTERPRISE ARCHITECTURE

DODD is committed to a Service oriented Architecture (SOA) for the long term. As a first step in that direction, this Architecture proposes to develop distinct services that are accessible over a network in order to allow users to combine and reuse those services in the production of applications. These services and their corresponding consumers communicate with each other by; passing data in a well-defined, shared format, or by coordinating an activity between two or more services.



This high level architecture design helps us maintain our existing applications, as well as provide a seamless solution for the proposed person centric integrated solution for the piloted counties.



This architecture proposes 2 new databases other than those built in Dynamics DB. The Master DB will house the critical client information and eIDS DB will house all of the DODD specific information (extracted out of Dynamics DB) to be used among other Non-Dynamics applications; like MSS and Provider systems.

## **ATTACHMENT TEN DODD FOUNDATION INFORMATION**

### **Background**

Architectural requirements are the foundation for the DODD System Architecture. These requirements are not restricted to a single facet of the DODD infrastructure or application. Instead, architectural requirements span the entire scope of the System Architecture and are intended to define the technical vision of DODD applications. In the following sections key areas have been outlined to provide an understanding of the DODD environment including project management processes.

DODD currently maintains a suite of approximately 35 Internet based applications. Within that application stack is a subset of approximately 10 core Medicaid applications. DODD is a Microsoft centric organization; DODD applications are developed in house utilizing current Microsoft technologies including Microsoft Visual Studio 2010 team edition (MSTFS). Specifically, Visual Studio.NET (ASP.NET, VB.NET) 4.0 frameworks and VB.NET (ASP.NET, VB.NET) are used for code development. Code management, unit testing and load testing are accomplished using Visual Studio Team Suite (VSTS) version 2010.

DODD utilizes: Microsoft SQL Server 2008, Microsoft Reporting Services (SSRS), SharePoint, AD/Microsoft Forefront Identity Manager and AGILE software development methodology. Within the infrastructure space, DODD hosts a virtual server and desktop environment with over 350 virtual servers and 1800 internal virtual desktops. The infrastructure team uses tools such as MS SCOM to manage this solution. Reporting is currently hosted using COGNOS BI Suite including Report Studio and Framework manager version 8.2 (evolving to COGNOS 10). All applications with the exception of the Medicaid Billing System (MBS) are written using Microsoft technologies; most are .NET (ASP.NET, VB.NET) 2.0 or higher. Billing for DODD services is handled through batch processing using a SAS claims processing engine.

### **Legacy Application Integration**

DODD maintains a significant number of Internet based applications including 10 core Medicaid related applications. The eIDS application will be developed as a pilot for the counties within the Collaborative. DODD will continue to maintain the IDS application and related applications including the core Medicaid applications for counties that are not part of the pilot. In Attachment Nine DODD has outlined a proposed architecture that will allow for development of the eIDS application on the Microsoft Dynamics CRM 2011 platform and maintain the existing application base for those counties not in the pilot.

There are several focus areas within the outlined architecture: the Master Person Index and legacy application integration. DODD has proposed a strategy that will allow for both eIDS and IDS key demographic records to be maintained in the respective systems while creating a new database that will serve as the controller or "traffic cop" for management of personal demographic information such as DODD numbers, Medicaid number, SSN, DOB, etc. This approach will also allow DODD to integrate with future Office of Health Transformation (OHT) initiatives on data sharing.

The approach for legacy integration will utilize web services, external databases and internal dynamic link libraries (DLLs) to communicate data between applications. Given that DODD is a Microsoft centric shop inter-application communications are made easier. DODD continues to pursue opportunities to integrate Microsoft BizTalk into the solution if necessary. DODD will be utilizing Microsoft premier resources to validate the architectural approach prior to project kick-off and at the conclusion of the engagement to ensure that the application aligns with best practice for use of Microsoft toolsets.

### **Application Development**

As previously stated, DODD is a Microsoft centric organization; DODD applications are developed in house utilizing current Microsoft technologies including Microsoft Visual Studio 2010 team edition (MSTFS). Specifically, Visual Studio.NET (ASP.NET, VB.NET) 4.0 frameworks and VB.NET (ASP.NET, VB.NET) are used for code development. Code management, unit testing and load testing are accomplished using Visual Studio Team Suite (VSTS) version 2010.

DODD also utilizes: Microsoft SQL Server 2008, Microsoft Reporting Services (SSRS), SharePoint, AD/Microsoft Forefront Identity Manager and AGILE software development methodology. DODD is evolving to the 2012 release of Visual Studio.

### Reporting

DODD currently utilizes COGNOS version 8.2 and is migrating to COGNOS 10 for the bulk of reporting needs. COGNOS is recognized as an OLAP reporting solution. DODD maintains an OLAP data warehouse to support the COGNOS reporting solution. Data is migrated to the data warehouse using the JAMS job scheduler and Microsoft SSIS packages with associated ETL. Additionally, DODD utilizes Microsoft SSRS and RDLC reports for limited transactional reporting.

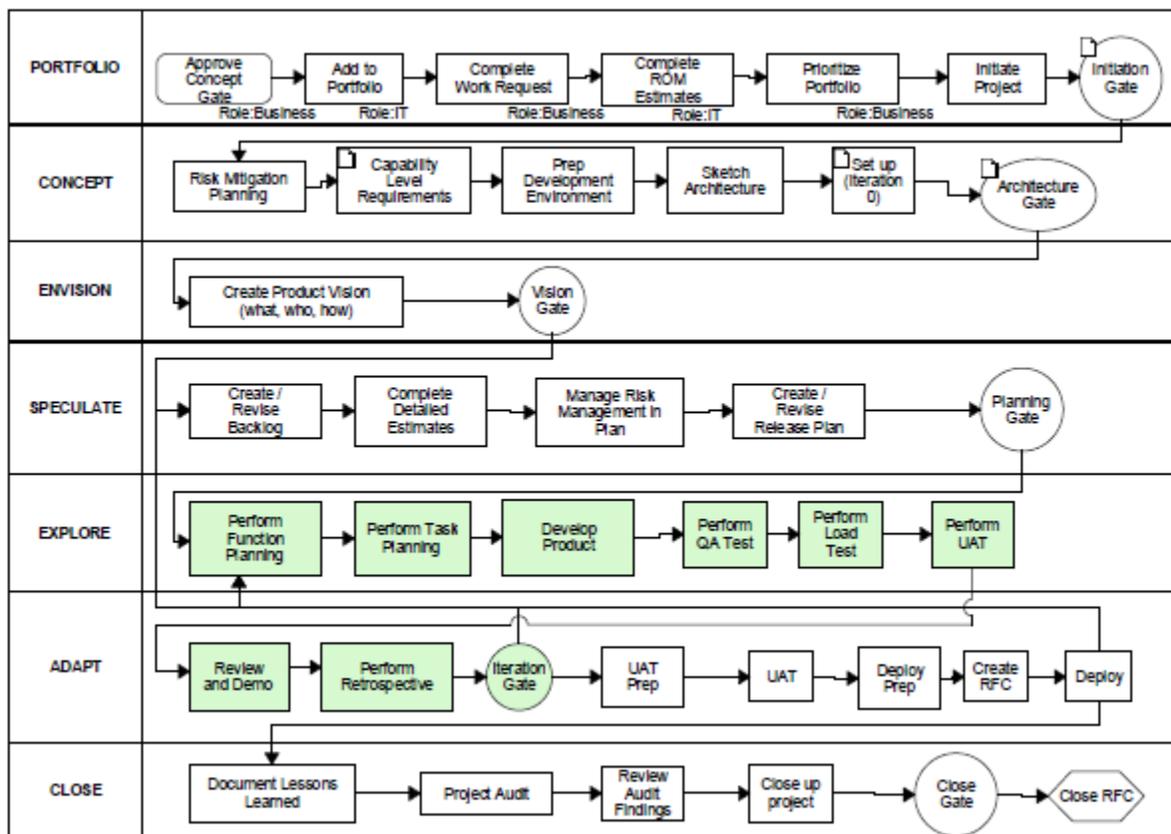
### Usability and Design

Within the Microsoft Dynamics CRM 2011/HHS framework the application must be visually appealing, easily usable and responsive. The application must also incorporate human factors engineering for an intuitive page flow structure leading to ease of navigation and taking into account the need to leverage mobile development in certain component areas of the application (e.g., case notes).

The application must be capable of branding the designated look and feel throughout the system. The application should be consistent with State of Ohio guidelines for Internet application development. It must also be visually appealing, have a common look and feel, have a consistent design, and be easy to navigate. It should take into consideration 508 and ADA requirements as well as guidelines adopted by CMS.

### Project Management

DODD currently employs an Agile development methodology and a formal change control process. Below is the DODD flow outlining this methodology.



## Testing

The Contractor must work with DODD to establish a testing strategy that aligns with DODD practice during Iteration Zero.

Defects and stories are logged using the VSTS tool and the AGILE SCRUM template. It should be noted that DODD utilizes development, QA, UAT, Load, Train and Production servers to facilitate testing and code migrations.

## Infrastructure

Listed below are the current and evolving environments for the DODD Infrastructure team.

Servers	Vendor	Current Standard	Evolving Standard
All Servers(Hosts)			
	Intel Based	HP	
Virtual Hosts			
	VMWare	VMWare	
Operating Systems			
	Microsoft	Windows 2008 (R2)	
Systems Backup & Recovery			
	Veeam	Disk to disk backup	
	BackupExec	Archive backup	
SAN			
	Dell/Compellent Whiptail	VMware Servers VMware VDI	
Communication			
	Enterprise Off-host	TCP/IP	
Web Server			
	Microsoft	IIS 7 & 7.5	
Database Management			
	Microsoft	MS SQL 2008	MS SQL 2012
Network			
WAN	Cisco	Cisco/OIT Managed	
LAN	HP	HP	
Personal Computers			
Desktop	HP	OIT levels	
Laptop	HP	OIT Levels	
Operating System	Microsoft	Windows XP & 7	Windows 7
E-Mail			
	Microsoft	Exchange 2010	
Firewall			
	Cisco	OIT managed	

## Security

During the development of the DODD portal and associated Provider Certification Wizard, DODD began migrating from a proprietary security solution towards a more industry standard approach using Microsoft AD along with Microsoft Forefront Identity Manager. The portal which utilizes Microsoft SharePoint has a secured portion from which all DODD applications are launched.

DODD is currently working on the next phase of a security initiative which will bring DODD to an industry accepted approach, using Claims Base Authentication. This will allow DODD to federate with other entities.

### **Change Management**

There are five environments used to develop, test, and execute changes. The Contractor must follow the DODD Change Management process and procedures. The environments are described below:

- **DEVL** – The Development environment. This environment is the starting point for developing new or modified changes to the technical environment. No RFCs are needed for making changes to this environment.
- **QA** – The Quality Assurance environment. System testing is performed in this environment. A Non-production RFC must be submitted and approved to migrate a change from the DEVL environment to the QA environment.
- **UAT** – the User Acceptance Testing environment. Before a change may be submitted to production, users must perform UAT on the change to ensure that it meets specifications. Prior to performing UAT some final checks may be performed such as Final Peer Review, Code Walkthrough, and Regression testing. Once the team is satisfied with these, they may begin setting up for a UAT
- **TRN** – The Training environment. TRN contains changes that mimic production and can be used by the business staff and/or IT to perform training on the use of the production item.
- **PROD** – The Production environment. Actual business activity is performed in PROD.

Note that the only production move is from UAT to PROD. The rest of the moves are non-production moves. Most of the above moves are sequential moves (i.e., the move is from one environment to the next). The move from UAT to TRN and UAT to PROD may be done at the same time or at different times. The Contractor must work with DODD and integrate the Contractor's staff with the DODD staff. Additionally, the Contractor must utilize the DODD VSTS TFS tool for logging User Stories and tracking defects.

## **ATTACHMENT ELEVEN GLOSSARY**

2020 – Excel spreadsheets used by boards to project cost for individuals receiving waiver services. Replaced by CPT in 2010.

508 – Guidelines for accessibility as governed by section 508 of the federal code

AAI – Acuity Assessment Instrument

AD – Microsoft Active Directory

ADA – Americans with Disabilities Act which governs accessibility

AGILE – Software development methodology that emphasize frequent interaction with the business and an iterative approach to software development

AGILE SCRUM – Refers to an AGILE process or template used to implement the AGILE software development process. SCRUM is a daily morning meeting where team members report on activities from the previous day and describe their tasks for today

Cal – Client access license, refers to a mechanism to license software

CART – Comprehensive Analysis Review Tool

CMS – Centers for Medicare and Medicaid Services, The federal body that administers these programs at the federal level

COG – Council of Governments, a federation of county boards that join together to reduce administrative costs and create efficiencies in service delivery

COG reviewers – Person from a COG who performs a review of the individuals support plan

COGNOS BI – describes the analytic software used by DODD to report from the DODD data warehouse connector licenses – refers to a license that allows read only access for an unlimited number of people to access data from the Microsoft Dynamics platform

COTS – Commercial Off The Shelf applications

CRM – Customer Relationship Management software

County Collaborative – Similar to a COG the county collaborative is a group of 18 counties mostly in the MEORC COG who have joined together to improve business processes and adopt a person centered approach to serving individuals.

CPT – Cost Projection Tool

DAS – Ohio Department of Administrative Services

DC – Developmental Center

DCMIS – Developmental Center Management Information System

DDP Assessment – Developmental Disabilities Profile

DODD – Department of Developmental Disabilities

DRA – Daily Rate Application

eIDS – Enhanced Individual Data System, this system describes the vision of the county collaborative to improve the process that includes intake and eligibility, assessment, monitoring and reporting.

FIM – Forefront Identity Manager.

e-pharm – Electronic pharmacy records

HCSIS – Home and Community Services Information System (State of Pennsylvania)

HIE - Health Information Exchange

ICFDD – Intermediate Care Facility for the Developmentally Disabled

IDS – Existing Information data system in use with 88 county boards. Information contained includes demographics and functioning level.

IDS-AAI – Describes the assessment process used for assessing persons for adult day services

IDS-DDP – Describes the assessment used for assessing persons for setting funding ranges for individuals

IDS-waitlist – Describes the mechanism counties use to put persons on a waiting list for services

IIF – Individual Information Forms

IO - Individual Options waiver.

IRA – Implementation readiness assessment

ISP- Individual Support Plan, describes the services to be delivered to an individual

ITS – Incident Tracking System

IV&V – Process of verifying items delivered by the Contractor conform to the contract

JAMS – Software used by DODD to automated scheduling, running of jobs

L1 - Level one waiver

LIC – Licensure

LOC – Level of care, assessment of persons functioning level

Master Person Index – A mechanism for maintaining a master repository of persons served by an entity

MBS – DODD Medicaid Billing System, System that DODD uses to process Medicaid claim

MCD – Microsoft Certified Developer

Microsoft AD/ADFS – Microsoft security mechanism for managing user accounts and federating with external or other security repositories

Microsoft Visual Studio 2010 team edition (MSTFS) – used to manage work items and defects, as well as managing source code and facilitating testing processes (Team Foundation Server)

MITA – Medicaid Information Technology Architecture. A national framework to support improved systems development and health care management for the Medicaid enterprise.

MITS – Medicaid Information Technology System. The State of Ohio's Medicaid claims payment system.

HIE – Health Information Exchange.

CMS – Centers for Medicare & Medicaid Services

MEORC – Mideast Ohio Regional Council

MS SCOM – Tool used to manage infrastructure

MSS – DODD Medicaid Services System, an application that projects costs for individuals living in a shared setting

MUI – Major Unusual Incident - an event that is substantial in nature and involves an individual served by a County Board of DD (e.g., death, abuse).

NIC - National Core Indicators - is a voluntary effort by public developmental disabilities agencies to measure and track their own performance.

Numara Footprints – Software used by DODD to manage activities with workflows, also used in the change control process

ODDP – Ohio Developmental Disabilities Profile

ODJFS – Ohio Department of Job and family Services - lead state Medicaid agency

OEDI/COEDI – Functional assessment tools

OHT - Office of Health Transformation, Ohio cabinet level agency

OIT – Office of Information Technology for the State of Ohio

PA – Prior Authorization - tracks and processes requests for prior authorizations, required when a client will receive services that will exceed their funding range.

PASRR - Patient Assessments and Resident Reviews

PAWS – Payment Authorization Waiver System - used to authorize claims for payment

PCS – Provider Certification System

PCW – Provider Certification Wizard - an internally developed software that is utilized by DODD providers in the certification process

Person Centered Practices – A nationally recognized approach to service delivery

PICT – Preliminary Implementation Component Planning Tool - DODD application used by County Boards of DD to request enrollment of individuals on the waiver.

PM- Project Manager, Program Manager

PMCoE –Project Management Center of Excellence – for DODD

Provider – Describes an entity (agency, individual) who delivers services to DODD consumers

QMRP – Qualified Mental Retardation Providers

RDLC – Describes reports embedded in applications developed using Microsoft reporting services tools

RFC - Request for change, as described in the RFP refers to the mechanism to request code to be migrated from environment to environment.

RFP – Request for Proposals

SAN – Storage Area Network

SAS – Software used by the MBS application

SCR – Service Codes and Rates

SPA – Service Payment Authorization

SSA - Service and Support Administrator

SSI – Supplemental Security Income

SSRS – Microsoft tool to develop reports

TFS - Team Foundation Server

TPL – Third Party Liability

TRN - Timeout Restraint Notice

UAT – User Acceptance Testing - tests conducted before migrating code to production

UI – Unusual Incidents - incidents involving DODD consumers that don't rise to the level of a major unusual incident (MUI).

User Story - A user story is a very high-level definition of a requirement, containing just enough information so that the developers can produce a reasonable estimate of the effort to implement it.

Unit Testing, Performance/Load testing – refers to testing protocols that must be passed prior to migration from one environment to another.

VSTS - Visual Studio Team Suite – Microsoft tool used to develop applications

Visual Studio.NET (ASP.NET, VB.NET) 4.0 frameworks – describes a specific framework on the .NET (ASP.NET, VB.NET) platform

VMWare – Virtualization software used by DODD

WL – Waiting List

WMS – Application used by DODD to manage waiver opportunities

XML – Markup language used to describe formatting of data for data transfer

XRM – Extending Relationship Management

**ATTACHMENT TWELVE**  
**INTENT TO RESPOND**

**DODD Enhanced Individual Data System (eIDS) RFP #0A1104**

**Due Date: September 28, 2012**

Our company plans to respond to the Request for Proposal.

<b>Name of Firm</b>	
<b>Contact Name</b>	
<b>Title</b>	
<b>Mailing Address</b>	
<b>Office Phone Number</b>	
<b>Cell Phone Number</b>	
<b>Fax Number</b>	
<b>Email Address</b>	
<b>Signature</b>	
<b>Date</b>	

Submit all **Intent to Respond** forms to [DAS.StatePurchsing@DAS.State.OH.US](mailto:DAS.StatePurchsing@DAS.State.OH.US) by September 28, 2012. Any questions regarding the '**Intent to Respond**' must be submitted through the inquiry process described in the RFP.

**ATTACHMENT THIRTEEN  
COST SUMMARY**

Offerors must complete the table below. In addition, offeror must base the proposed Not-to-Exceed Fixed Price on the number of iterations and releases proposed to address the scope of work described in the RFP.

<b>The Work</b>	<b>Cost</b>
<b>Iteration Zero</b>	
<b>Project Planning</b>	\$
<b>eIDS Technical Appraisal</b>	\$
<b>Iterations 1-n</b>	
<b>Iteration Monitoring, Control &amp; Reporting</b>	\$
<b>Requirements &amp; User Story Confirmation</b>	\$
<b>eIDS Development</b>	\$
<b>System Testing</b>	\$
<b>Production Release 1-n</b>	
<b>Load &amp; Performance Test Support</b>	\$
<b>Training and Knowledge Transfer</b>	\$
<b>User Acceptance Test Support</b>	\$
<b>Release to Production</b>	\$
<b>Warranty Production Support</b>	\$
<b>Production Completion</b>	
<b>Project Close</b>	\$
<b>Not-To-Exceed Fixed Price:</b>	\$

**ATTACHMENT THIRTEEN A  
COST SUMMARY (continued)**

**OPTIONAL WORK – FIXED PRICE ITERATION**

DODD is seeking pricing for iterations identified beyond the scope of this RFP. The pricing must be provided based on 4 week iterations. The offeror must identify the role (labor category, e.g., developer), hourly or unit rate, hours or units and 4 week iteration fixed price within the table below. Offerors may add rows for additional roles as appropriate.

<b>Roles</b>	<b>Hourly or Unit Rate</b>	<b>Hours or Units</b>	<b>4 Week Iteration Fixed Price</b>
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
<b>Fixed Price 4 Week Iteration Total</b>			\$