

REQUEST FOR PROPOSALS

RFP NUMBER: 0A1114
DATE ISSUED: October 1, 013

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

JFS Child Care BI Project

INQUIRY PERIOD BEGINS: October 1, 2013
INQUIRY PERIOD ENDS: October 24, 2013
OPENING DATE: October 30, 2013
OPENING TIME: 1:00 P.M.
OPENING LOCATION: Department of Administrative Services
IT Procurement Services
Bid Room
4200 Surface Road
Columbus, Ohio 43228

PRE-PROPOSAL CONFERENCE DATE: October 9, 2013 @ 2:00 P.M.

This RFP consists of five parts and 10 attachments, totaling 78 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 Job and Family Services (JFS) has asked the Department of Administrative Services to solicit competitive sealed proposals (“Proposals”) for enhancing the current Child Care BI reporting and to perform an assessment of the JFS BI capabilities and processes (the “Work”), and this RFP is the result of that request.

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

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

Once awarded, the term of the Contract will be from the award date until the Work is completed to the satisfaction of the State and the Contractor is paid or June 30, 2015, 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 JFS.

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

Background.

Child Care Program

During the last decade, Ohio’s programs and services related to publically funded child care (PFCC) have grown fivefold. Currently, with a budget of nearly \$600 million annually, child care is one of the largest programs administered by JFS. Along with this growth has come increased scrutiny and demand for quality information from a variety of groups, including legislators and providers of child care services. These expectations drive the need for enhanced automation and the ability to analyze operations and data to make policy decisions, improve services, operate the program efficiently, plan effectively, and detect fraud.

The JFS Child Care Program encompasses multiple, major functions, including:

- Determining eligibility for the more than 100,000 children in PFCC settings;
- Calculating and remitting payments to more than 15,000 providers offering PFCC per year;
- Inspecting more than 6,000 Child Care Centers and Type A Home providers of child care services to ensure compliance with licensing standards;
- Tracking complaints and incidents/injuries for children in care and providing information through the Child Care Website;
- Overseeing the county-administered certification processes for more than 5,800 Family Child Care (FCC) providers, excluding the Type A Homes;
- Providing quality rating inspections and rankings through the Step Up To Quality (SUTQ) program for more than 1,170 providers (Centers and Type A Homes);
- Supporting providers to improve the quality of their programs through the SUTQ and Early Learning Challenge Grant projects.

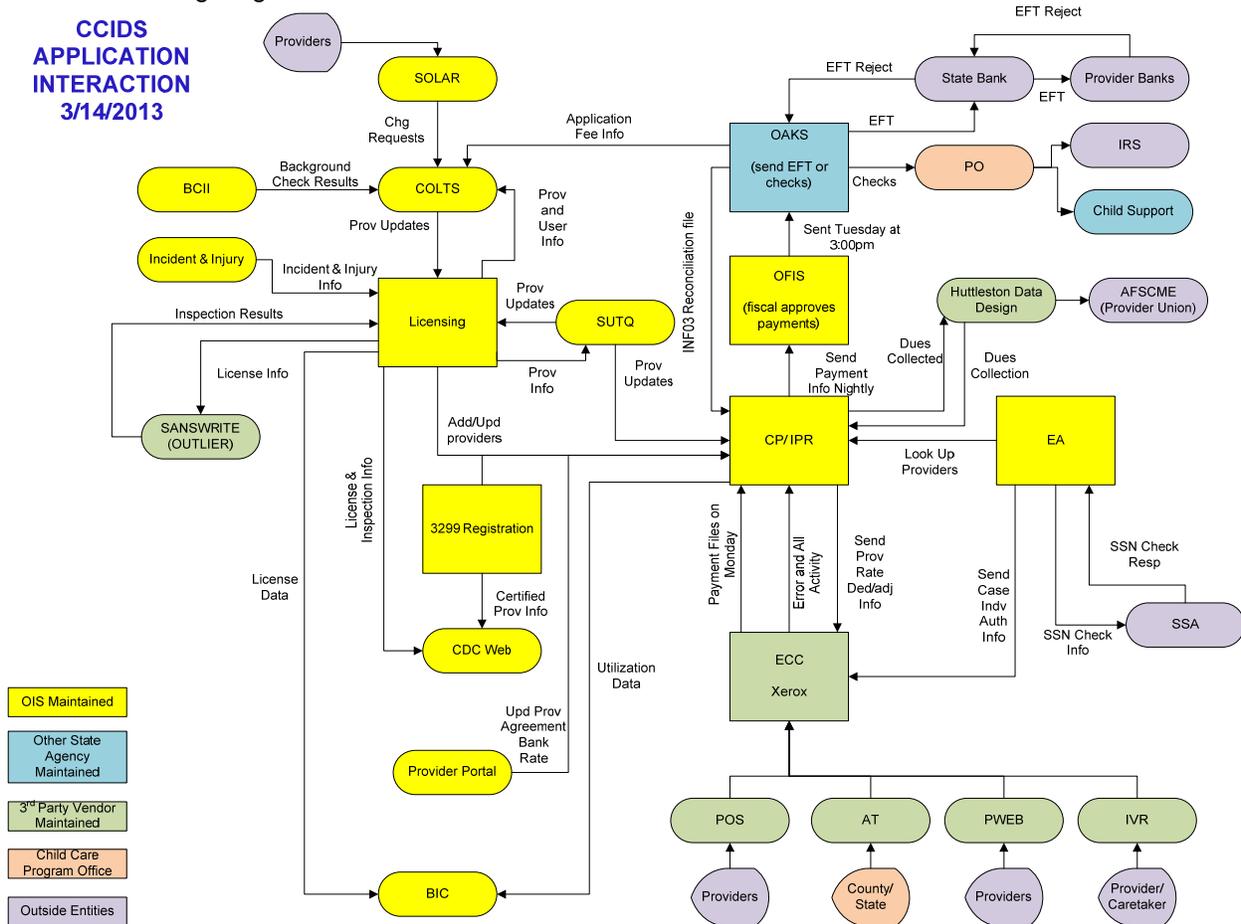
In Ohio, child care operations are based on complex systems and algorithms. Administering and paying for child care services in publically funded settings requires calculations using more than 20

different determinants. Licensing requires an evaluation of 47 different rules and regulations with many underlying requirements. With the Early Learning Challenge Grant, being implemented between 2012 and 2015, the Ohio Department of Education's (ODE) and JFS's child care providers will be merged into the same licensing and quality rating system shared by both agencies. The associated child care eligibility and licensing policies and rules/regulations are being realigned to reflect changes as the agencies evaluate operational needs to support the program. FCC providers will be moving from a certification model to a licensing model and will be included in SUTQ. Many of these changes associated with the Early Learning Challenge Grant will not be included in this generation of the Child Care Business Intelligence (BI) program, but are important to understand so that the framework can be built to effectively incorporate them at a later time.

Current View of the Child Care Information Data Systems (CCIDS) Operational System

JFS has implemented three major Child Care System modules over the past few years: automated eligibility determination (EA), centralized payment (CP), and time/attendance tracking with payment processing (ECC). Payments are processed at the State level to apply consistent rules for managing child care services. Over the next two years, in collaboration with ODE, the \$70M Early Learning Challenge Grant initiatives will replace the existing licensing and SUTQ (Ohio's quality rating system) systems. The next step is to build BI support to further enhance program management capabilities utilizing state-of-the-art analytical and reporting technology to support the Child Care Program.

The following diagram indicates the current state of the CCIDS.



A short description for each of the CCIDS and other modules used for child care processing is listed below:

- **EA** – Eligibility and Authorization System – A case management system used to process applications, determine eligibility, and authorize service for PFCC. EA replaced many

manual processes as well as components of JFS' original 3299 system. It provides the following functionality: application, case intake, eligibility determination, family copayment calculation and allocation, service authorization, and case review and update.

- **CP/IPR** – The Centralized Payment system is the integrated statewide system for paying PFCC providers. The Integrated Provider Registry is the statewide listing of providers and is part of the CP database. CP stores provider banking, rate, and agreement information; receives payment information from ECC; allows the entry of provider-level adjustments; transfers payment information to OFIS; and synchronizes data with 3299 Registration and the Licensing systems.
- **ECC** – Electronic Child Care is the child care time and attendance “swipe card” system maintained and operated by a third party (Xerox) for JFS. ECC tracks and displays the child’s utilization at a provider and performs the payment calculation. ECC also contains various reports. ECC receives files from EA and CP and sends payment files to CP every weekend. ECC has an administrative terminal (AT) which is used by state and county workers to view data within the system and the PWeb, which is used by providers to view data within the system.
- **3299 Registration** -- 3299 is used for maintenance of providers that are NOT licensed by JFS. This includes Type B providers certified by County Departments of Job and Family Services (CDJFS); out of state providers; and providers licensed by ODE who offer PFCC.
- **CDC Web** – Child Day Care website offering consumers information about child care and also supplying the ability to search for providers according to various criteria.
- **Provider Portal (PP)** – The online portal where providers submit a provider agreement/contract, rates and banking information electronically. This is a separate system from the PWeb. Information entered into the Provider Portal is sent to the CP system.
- **BIC** – The JFS Business Information Channel (BIC) provides the child care data mart for use by county and state workers via COGNOS and contains child care utilization and licensing information.
- **Licensing** – A provider management system used by state workers to process license applications for qualified providers. There is a two-way interface between the Licensing mainframe database and the COLTS/SOLAR DB2 database
- **Step Up To Quality (SUTQ)** – Used by state workers to record information about quality ratings and serious risk non-compliance issues for SUTQ-rated programs and Emerging Star programs. Providers can currently earn a 1-, 2-, or 3-star rating by meeting certain quality benchmarks for the State (soon to expand to a 5-star model). PFCC providers can receive enhanced payments for achieving SUTQ ratings. SUTQ-rated providers may also receive a financial Quality Achievement Award (QAA).
- **OAKS** – Ohio Administrative Knowledge System, an Oracle (PeopleSoft) enterprise resource planning system for the State. OAKS generates Electronic Funds Transfer (EFT) payments to providers for PFCC. OAKS is not maintained by JFS.
- **OFIS** – OAKS Financial Interface System (OFIS) manages transfers of data between JFS systems and OAKS.
- **CFIS** (County Financial Interface System) is the financial interface that manages transfers of data between CDJFS and JFS.
- **COLTS** -- Central Office License Tracking System is the web-based component of the Licensing System. COLTS is used by State staff to process and manage license applications submitted by qualified Child Care Providers. COLTS is not available to the public.
- **SOLAR** -- System for Online License Applications and Renewals is a web-based system for Child Care Centers and Type A Homes to create, store, edit and submit applications for licensing by JFS
- **Incident & Injury (I&I)** – Contains reports of instances of child safety issues (incident, serious injury, illness, etc.) that occur in licensed or certified Child Care facilities.

The technical architecture for each of these modules/systems is shown in the following table.

System	Primary Architecture	Primary Database	System	Primary Architecture	Primary Database
Eligibility and Authorization (EA)	IBM mainframe, COBOL	IMS	Licensing	IBM Mainframe, COBOL	IMS
Centralized Payments (CP)	IBM mainframe, COBOL	IMS	COLTS/SOLAR	J2EE Front End, COBOL Backend	DB2, IMS
Electronic Child Care (ECC)	OIS – IBM Mainframe, COBOL ACS -- EPPIC – J2EE	IMS	SUTQ	Web: J2EE Back Office: MS Access, COBOL Backend	SQL Server, IMS
Provider Portal (PP)	JAVA Front End, COBOL backend, IMS Connect	IMS,DB2	Outlier (MAP)	ORACLE Forms , COBOL Backend	ORACLE, IMS
3299 Registration	IBM Mainframe, COBOL	IMS	Incident and Injury	Adobe Lifecycle Designer	Oracle, IMS
BI Reporting	IBM COGNOS Reporting Suite & Informatica PowerCenter	DB2	CDC Web	Child Care Search: MS .ASP, COBOL Backend Web Content: COLLAGE	Oracle, IMS

JFS anticipates that the primary feeds for the JFS Child Care Business Intelligence Project will come from the EA databases, CP/IPR databases, ECC-generated flat files, the Licensing system and SUTQ databases, as illustrated in the CCIDS Application Interaction diagram (note feed to BIC). This could change within the Project, given the requirements and evolution of the Child Care BI/BIC system.

JFS' BI Strategy and Resources

JFS has been developing BI applications to support program management and decision-making for customers across JFS for over ten years. The JFS BI environment is comprised of an enterprise data warehouse containing integrated customer, eligibility, benefit and claims data; line-of-business data marts and analytic reports, cubes, dashboards and scorecards. JFS currently supports BI applications that serve over 5,000 state and county users from the following program areas:

- Executive level performance management;
- Fiscal Services / OAKS;
- Medicaid;
- OWF (TANF) & Work Participation;
- Food Assistance;
- Disability Financial Assistance;
- Refugee Services;
- Adoption, Foster Care, abuse & neglect;
- Foster Care licensing;

- Adult protective services;
- Child Care'
- Child Support;
- Unemployment tax;
- Work opportunity tax credits;
- Workforce investment act & labor exchange; and
- Legal & Legislative Services

To support a growing customer base and application portfolio the JFS Office of Information Services (OIS) has adopted an enterprise architecture and strategy for the development of BI applications. This approach supports our core mission and serves our business partners by reducing development and maintenance costs through the elimination of redundancy and complexity in hardware, software and resource management. Functions include:

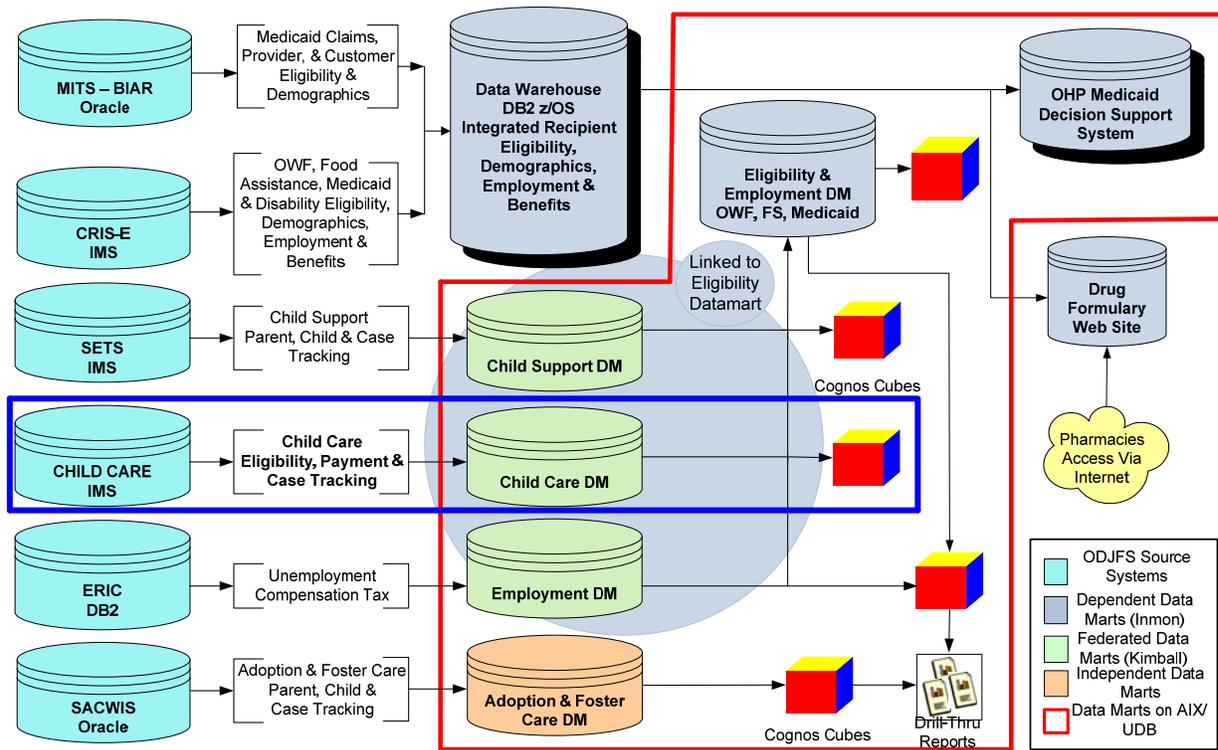
- Executive Dashboards for monitoring Key Performance Indicators;
- Scorecards for tracking progress toward established performance goals;
- Key management summary reports delivered on schedule via e-mail;
- Easy to use prompted or parameter driven reports for casual users;
- Multi-dimensional cubes for power-users, and drill-thru reports with supporting details;
- Business-friendly "drag & drop" tools for ad-hoc reporting; and
- Customer self-service reporting

JFS uses the following products to support BI:

JFS BI Environment Overview	Vendor	Product	Version
BI “foot print” <ul style="list-style-type: none"> • 5,000+ customers • 500+ cubes & reports • 6+ tb of data • 2,000+ tables • 1,000+ production jobs • Daily, weekly, monthly load cycles 	n/a	n/a	n/a
Data Warehouse <ul style="list-style-type: none"> • Relational 	Inmon “Corporate Information Factory” model	n/a	n/a
<ul style="list-style-type: none"> • Hardware 	IBM	System z mainframe	n/a
<ul style="list-style-type: none"> • Operating System 	IBM	z/OS	
<ul style="list-style-type: none"> • Database 	IBM	DB2 - z/OS	9.1
Data Mart <ul style="list-style-type: none"> • Multi-dimensional 	Kimball “Star” model	n/a	n/a
<ul style="list-style-type: none"> • Hardware 	IBM	P570 servers	n/a
<ul style="list-style-type: none"> • Operating System 	IBM	AIX	7.1
<ul style="list-style-type: none"> • Database 	IBM	DB2 - LUW	9.7
Data Modeling	Computer Associates (CA)	ERwin	9.0
ETL / Data Integration	Informatica	PowerCenter	9.1
Data Quality	Informatica	Data Quality Suite	8.6.x
Metadata Management	Informatica	Metadata Manager	8.6.x
Address Standardization	Group1 Software	Finalist	8.2
Address Geo-coding	Pitney Bowes	Address Broker	
BI Reporting	IBM	Cognos	8.4/10.1.1

JFS’s Bi strategy is to manage information as an integrated “corporate asset” by moving toward creating a “single view of citizen” across multiple JFS lines of business. The overall goal is to support operational and BI analytical reporting needs from a centralized data source to eliminate redundancy and to standardize business rules and calculations to ensure consistency of information for business decision-making.

The following diagram represents the JFS BI Reporting Architecture. For this engagement, JFS is focusing on the child-care line of business, outlined in blue below.



Objectives. The State has the following objectives it wants this Project to fulfill, and it will be the Contractor's obligation to ensure the Project meets these objectives.

1. Business objectives:

- Support ongoing revisions and the implementation of child care policies through analyses of operational data to fully understand the impact of potential changes to program effectiveness;
- Support the efficient operations and management of the Child Care Program, including case management, workload and staff management, provider management, communications, and financial functions;
- Support fiscal forecasting and tracking analyses;
- Support the child care budget process;
- Support data requests from inside and outside the agency; and
- Support program integrity/fraud detection activities and data mining.

2. Technical objectives:

- Provide industry-leading technology and process in BI methodology and framework to meet the business needs of the child care organization;
- Create an effective and efficient BI infrastructure, using Cognos and Informatica, to create the appropriate data marts, frameworks, and reports;
- Provide a recommendation on data-mining tools for Child Care program integrity investigations;
- Create a roadmap for the future of Child Care BI support; and
- Effectively transition BI Support for future enhancements to the JFS BI organization.

3. OIS Strategic objectives:

- Provide an assessment of the current state of JFS' BI organizational model, staffing, processes, methodologies and outcomes; and

- Provide a roadmap for the JFS BI function to include recommendations on organizational model and staffing, user satisfaction and demand, methodologies and processes, governance and technical infrastructure/architecture that will enable improved services to meet JFS client needs for the next 3-5 years based on industry best practices.

Overview of the Project's Scope of Work. 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 JFS Child Care BI Project includes two major components:

- assessing the JFS BI organizational capabilities and processes and
- enhancing the BI infrastructure and reporting for the Child Care business area.

The results from the BI assessment will be utilized to establish best practices for JFS BI and the Child Care BI Project.

The critical path for this engagement is for the Child Care BI enhancements to move forward as expeditiously as possible and be complete within one year from contract award and issuance of a purchase order. The Contractor is responsible for bringing advanced BI methodologies and techniques to this engagement and must demonstrate their experience and capabilities in the proposal.

Additional work for this project (e.g., the Early Learning Challenge Grant, being implemented between 2012 and 2015 in conjunction with the Ohio Department of Education, etc.) may be defined using the Interval Deliverable Agreement (IDA) model. The Contractor must work with designated State staff, to develop deliverables for each defined interval at any time during the Contract. The deliverables will be negotiated prior to the start of each interval and will be monitored throughout the interval and the life of the Contract. The State and the Contractor will agree in writing, during the course of the Contract, to specific work assignments, sub-deliverables, due dates, Contractor staffing requirements (based on positions and associated hourly rates in the Cost Summary Rate Card), State resources and the proposed deliverable agreement for the defined interval. A deliverable or sub-deliverable may be identified as a work product or hours toward completion of a work product. The IDA documents must be developed and submitted for State approval at least 30 days prior to the interval start date. An IDA is not effective until the State (JFS and DAS) and Contractor have approved and signed the agreement. All IDA content (deliverables, including sub-deliverables, Work Breakdown Schedules (WBS) with due dates, etc.) will be amended to the Contract. IDAs are expected to be a combination of distinct projects, tasks, or reports and activities that will be consultative and billed on the basis of time and materials or as a deliverable completion as agreed to by the State and the Contractor.

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:	October 1, 2013
Inquiry Period Begins:	October 1, 2013
Pre-Proposal Conference Date:	October 9, 2013 at 2:00 p.m.
Inquiry Period Ends:	October 24, 2013 at 8:00 a.m.
Proposal Due Date:	October 30, 2013 at 1:00 p.m.

Estimated Dates

Award Date: December 16, 2013

Estimated Work Dates

Work Begins: January 6, 2013

Project Dates

Child Care BI Work Complete: One year after Contract Award and issuance of a PO

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 10 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 | Standard Affirmation and Disclosure Form |
| Attachment Nine | Sample Deliverable Submittal and Acceptance (Deliverable Sign-Off Form) |
| Attachment Ten | MBE Information |
| Attachment Eleven | Cost Summary |

Supplements:

- | | |
|---------------------|--|
| Supplement One | W-9 Form |
| Supplement Two | Child Care BI Facts Qualifier Matrix & Business Questions |
| Supplement Three | Child Care Business Rules & Glossary |
| Supplement Four | Child Care EPPIC Interface Files |
| Supplement Five | Child Care Eligibility & Payment System Database Documentation |
| Supplement Six | Child Care DM Data Mappings |
| Supplement Seven | Child Care DM Data Dictionary |
| Supplement Eight | Child Care Utilization Data Model |
| Supplement Nine | Child Care Step Up To Quality Data Model |
| Supplement Ten | Child Care License Center & Inspections Data Model |
| Supplement Eleven | Child Care Incident Injury Data Model |
| Supplement Twelve | JFS Informatica Development Standards |
| Supplement Thirteen | JFS BI Reporting Development Standards |
| Supplement Fourteen | JFS BI Reporting Specifications Document |
| Supplement Fifteen | IBM Cognos Framework Manager Modeling Standards |
| Supplement Sixteen | Child Care Conceptual Data Model |

Note: The Supplements include information on all current Child Care BI infrastructure. Some Supplements may be informational only and may not be used in this engagement to meet the articulated business needs of the Child Care organization.

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, 39th Floor
Columbus, Ohio 43215

During the performance of the Work, a State representative (the "Work Representative") will represent JFS 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.

Pre-Proposal Conference - The State will hold a Pre-Proposal Conference on October 9, 2013 at 2:00 pm, in the Multi-Purpose Room, of the Rhodes State Office Tower, located in the lobby, 30 E. Broad Street, Columbus, Ohio 43215. The purpose of this conference is to discuss the RFP and the Project 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 **five** copies of the technical section, and the package with the cost section also must be sealed and contain **two** complete copies of the cost section of the Proposal. Further, the offeror must mark the outside of each package with either "**JFS Child Care BI Project RFP – Technical Proposal**" or "**JFS Child Care BI Project RFP – Cost Summary**," as appropriate.

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

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

Department of Administrative Services
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.

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.

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

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

ATTACHMENT ONE: EVALUATION CRITERIA

Mandatory 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 have an established Business Intelligence practice within its organization comprised of a dedicated staff with demonstrated knowledge of industry best practices.		
The offeror must demonstrate experience leading the delivery of BI solutions that analyze services provided to individuals that measures outcomes and trends supporting over 200 business users on at least 2 projects within the last 36 months.		

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
OFFEROR REQUIREMENTS					
<p>1. The offeror must have an established Business Intelligence practice within its organization comprised of a dedicated staff with demonstrated knowledge of industry best practices.</p> <p>To demonstrate this experience, the offeror must include relevant information to demonstrate an established Business Intelligence practice.</p>	6	N/A	5	7	9
<p>2. The offeror must demonstrate experience leading the delivery of BI solutions that analyze services provided to individuals that measures outcomes and trends supporting over 200 business users on at least 2 projects within the last 36 months.</p> <p>To demonstrate this experience, the offeror must include at least two references and may include up to, but not more than, five references from organizations where the offeror led the delivery of BI solutions. If more than five references are provided, only the first five listed will be used for scoring.</p>	8	N/A	5	7	9
<p>3. The offeror must demonstrate experience with at least 3 different entities for which the offeror has performed BI projects in the past 60 months.</p> <p>To demonstrate this experience, the offeror must include at least three references but not more than five references from different entities where the offeror performed BI projects. If more than five references are provided, only the first five listed will be used for scoring.</p>	4	0	5	7	9

<p>4. The offeror must demonstrate experience in the delivery of human services or similar BI solutions.</p> <p>To demonstrate this experience, the offeror must include at least one reference but not more than three references where the offeror delivered human services or similar BI solutions. If more than three references are provided, only the first three listed will be used for scoring.</p>	2	0	5	7	9
<p>5. The offeror is a certified MBE or is proposing a certified MBE subcontractor that will perform a minimum of 30% of the Work.</p>	2	0	5	7	9
PROJECT REQUIREMENTS					
6. Staffing Plan	25	0	5	7	9
<p>7. The offeror must propose staff that demonstrates experience successfully providing technical services for a minimum of one BI solution using Informatica 9.x for a project.</p> <p>To demonstrate this experience, the offeror must include at least one candidate in its staffing plan with BI Solutions using Informatica 9.x. All staff with Informatica 9.x experience must be identified.</p>	5	0	5	7	9
<p>8. The offeror must propose staff that demonstrates experience successfully providing technical services for a minimum of one BI solution using Cognos 10.x for a project.</p> <p>To demonstrate this experience, the offeror must include at least one candidate in its staffing plan with BI Solutions using Cognos 10.x. All staff with Cognos 10.x experience must be identified.</p>	5	0	5	7	9
<p>9. The offeror must propose staff that demonstrates experience successfully providing technical services for a minimum of one BI solution using IBM DB2 LUW v9.x for a project.</p> <p>To demonstrate this experience, the offeror must include at least one candidate in its staffing plan with BI Solutions using IBM DB2 LUW v9.x. All staff with IBM DB2 LUW v9.x experience must be identified.</p>	5	0	5	7	9
10. Project Plan	10	0	5	7	9
11. Proposed Solution	30	0	5	7	9

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

Criteria	Percentage
Technical Proposal	70%
Cost Summary	30%

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

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

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

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

There is a maximum of 300 Cost Proposal Points available. The Cost Proposal Points for each offeror will be determined based upon the following formula:

$$\text{Cost Proposal Points} = \text{Total Cost for Evaluation Points} + \text{Rate Card Evaluation Total Points}$$

The State will use the following formulas to determine the points awarded to each offeror for the Cost Proposal.

$$\text{Total Cost for Evaluation Points} = (\text{Lowest-Total Cost for Evaluation} / \text{Offeror's-Total Cost for Evaluation}) \times 285$$

$$\text{Rate Card Evaluation Total Points} = (\text{Lowest-Rate Card Evaluation Total} / \text{Offeror's-Rate Card Evaluation Total}) \times 15$$

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

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

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

This attachment describes the Project 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 following tasks and deliverables represent work the Contractor must complete to successfully complete the JFS Child Care BI Project. Training of and knowledge transfer to State staff is required throughout the Project.

Contractor Responsibilities and Deliverables

This RFP includes two subprojects:

1. Assessment of the JFS BI organizational capabilities and processes and recommendations for organization, processes and infrastructure; and
2. Enhanced BI reporting infrastructure for the Child Care business area.

The JFS BI assessment is to occur as the business objectives are reviewed and the roadmap for developing Subject Area Releases (SAR) is developed. The results from the BI assessment will be utilized to establish best practices for JFS BI and the Child Care BI Project.

For the Child Care BI Project, JFS believes that the Contractor will spend the first six (6) weeks completing the overall High-Level Assessment from a business and technical perspective. The result of this effort will demonstrate the Contractor's understanding of the scope of the effort as shown in the required deliverables that describe the iterative Subject Area Releases (SARs).

Upon approval of the SAR Roadmap and overall Project Plan, the Contractor must address the next stage for design through implementation of the SARs. All the SARs together must cover the full landscape of the Child Care business requirements defined in the RFP Supplements, the RFP and as refined throughout the Project.

A summary of deliverables is listed below, followed by a detailed description.

Phase	Deliverable
Project Management	1. Project Plan <ol style="list-style-type: none"> a. Kickoff Meeting b. Project Plan Development and Management <ol style="list-style-type: none"> i. Updated Project Plan and Schedule c. Approach Documents <ol style="list-style-type: none"> i. Project Execution Strategy ii. Communication Approach iii. Testing Approach iv. Business and Technical User Training and Transition Approach v. Issue and Risk Management Approach vi. Change Request Review and Approval Process
Subproject 1	2. BI Organizational Assessment Document
Subproject 2: CHILD CARE BI	3. High-Level Assessment and Subject Area Release (SAR) Roadmap <ol style="list-style-type: none"> a. Refined Fact Qualifier Matrix, and Associated Business Questions b. High-Level Gap Analysis <ol style="list-style-type: none"> i. Identify the gaps between the Child Care user requirements and the existing BI infrastructure

Phase	Deliverable
	<ul style="list-style-type: none"> ii. Assess the quality of the existing data mart contents and the associated ETL process. iii. Identify changes or additional Cognos reporting to support the business requirements, including but not limited to: <ul style="list-style-type: none"> • Refined Logical Dimensional and Physical Data Model. • Subject Area Release (SAR). iv. BI Data Mining Tool v. Identify synergies that can be leveraged with the HHS BI
Subproject 2: CHILD CARE BI	<p>4. SAR Requirements Analysis, Design and Documentation</p> <ul style="list-style-type: none"> a. Revised Project Schedule b. Revised Fact Qualifier Matrix and Associated Business Questions c. Revised Logical and Physical Data Model and Data Dictionary d. Develop Capacity Plan e. Develop Backup and Recovery Plan f. Detailed Specifications for the ETL and Data g. Detailed Specifications for Reporting h. Detailed Data Quality Analysis and Recommendations
Subproject 2: CHILD CARE BI	<p>5. SAR Development, Testing and Documentation</p> <ul style="list-style-type: none"> a. ETL Process Construction b. Cognos Framework Manager Metadata Model Construction c. Reports Construction d. Incremental and Historic Load / Database Backup and Recovery Programs Construction e. Testing Plan and Test Results f. Implementation and Training Plan g. Updated BI Documentation
Subproject 2: CHILD CARE BI	<p>6. SAR Implementation Milestone and Documentation</p> <ul style="list-style-type: none"> a. Database Load b. Security Configuration c. Technical and End User (Business) Training d. Updated Documentation e. Implementation Milestone
Subproject 2: CHILD CARE BI	<p>7. BI Child Care System Post Production Implementation Support</p> <ul style="list-style-type: none"> a. Production Issue Resolution b. Performance Tuning c. Transition Plan Implementation d. Future Roadmap e. Updated Documentation f. Sixty (60)-day Production Milestone

Out of Scope

1. Modifications to existing Child Care non-BI systems (including, EA, CP, ECC, Licensing, COLTS, SOLAR, County 3299 Registration, SUTQ, Incident & Injury).

2. County operational reporting utilizing the Child Care data mart, except for what is noted in the Child Care BI FQM & Business Questions in Supplement Two. Note that all reporting defined at the State level will have a county-level component that will be addressed; this out-of-scope note means that the project will not develop county-only-specific deliverables.
3. Purchase of software or equipment.

Detailed Description of Deliverables – The following sections include detailed descriptions of Contractor responsibilities and deliverables required for this Project.

PROJECT MANAGEMENT

The State will provide oversight for the Project, but the Contractor must provide overall Project 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 Project. Additionally, the Contractor must provide all administrative support for its staff and activities. Throughout the Project, the Contractor must employ ongoing management techniques to ensure a comprehensive Project Plan is developed, executed, monitored, reported on, and maintained.

The Contractor must provide a dedicated, full-time Project Manager for the Project. This Project Manager and appropriate staff must work on-site at a JFS designated site in central Ohio. The Contractor must employ the proposed Project Manager as a regular, fulltime employee as of the Proposal submission date and throughout the term of the Contract. Additionally, the Contractor's fulltime regular employees must perform at least 30% of the effort required to complete the Work. The Contractor may use its own staff or subcontractor staff to meet the remaining 70% of the effort.

The State will provide staff, as it deems appropriate, to perform Project monitoring, will participate in management meetings and Project reviews and will perform quality assurance and configuration management tasks.

The Contractor's Project Management responsibilities include, at a minimum;

- Planning of the Project Mobilization Effort;
- Conducting a Kickoff Meeting for Project team members (Contractor and State staff) and State stakeholders;
- Initial and ongoing Project Plan Development and Management including regular status reporting;
- Development and Communication of Methodology and Approach Documents; and
- Ongoing and Regular Meeting Attendance and Reporting.

Mobilization Effort. The Contractor will initiate the project with a mobilization effort for the first 10 days of the project, followed by the project kickoff event. This effort will focus on planning, processes, and project methodology. The goal will be to discuss and evaluate the Contractor's proposed practices, methodologies and recommendations concerning the project. As part of the mobilization effort, the Contractor must lead a planning session which ensures the following has been established:

- A common understanding of the Project Schedule;
- A common vision of all Deliverables ;
- A common understanding and documentation of acceptance criteria for Deliverables;
- A common understanding of the Project execution strategy; and
- Clarity on the approach and scope of overall Project and the responsibilities of the Contractor have been defined and agreed to by the State.

Kickoff Meeting. The Contractor must plan and conduct a Project kickoff meeting presentation to the sponsors and key stakeholders after the mobilization effort to introduce the team and describe the approach to the Project. At a minimum, the presentation must include a high level overview of the Project Execution Strategy, including the following:

- Project scope and schedule;
- Goals of the Project;
- Methodology, approach, and tools to achieve the goals;

- Roles, responsibilities, and team expectations;
- Tasks, Deliverables and significant work products; and
- Milestones.

Project Plan Development and Management. The Contractor must submit and present for feedback an updated Project Plan at the end of the Mobilization Effort. For the updated, detailed Project Schedule the Contractor must include:

- Initially, a detailed Work Breakdown Structure and resource assignments for Subproject 1 and the High-Level Assessment and SAR Roadmap Deliverable from Subproject 2. This update must address all Deliverables, milestones and tasks as well as dependencies that may be outside of the Contractor's responsibility but may influence or relate to the Contractor's work and ability to complete the Contractor's tasks as planned.

The Contractor must provide an updated, detailed Project Schedule that includes:

- An updated detailed Work Breakdown Structure and resource assignments for the forward-looking six-month rolling-window planning period (the level of specificity for a rolling six month period, defined to the task and named resource level), with major milestones/activities identified for the downstream periods outside the six month window.
 - The update must address all phases of the Project for which the Contractor has responsibility including major deliverables, milestones and tasks as well as dependencies that may be outside of the Contractor's responsibility but may influence or relate to the Contractor's work and ability to complete the Contractor's tasks as planned.
- Adequate time for the State's review, commentary, and approval on all deliverables. This review period will be for a minimum of five (5) days or as mutually agreed upon by the Contractor and State.

The Project Schedule must be updated on an ongoing basis with a more detailed view on an agreed upon time interval. The Project Schedule must be maintained on an ongoing basis by the Contractor and updated weekly.

The State will work with the Contractor in advance of the presentation for review of any deliverable or work product to determine the appropriate number of business days it needs for such reviews and provide that information to the Contractor after award and during the mobilization effort. Should the State reject the plan in part or in full or associated Deliverables in part or in full, the Contractor must correct all deficiencies and resubmit it for the State's review and approval until the State accepts the Deliverable, at no additional cost to the State. Should the Contractor determine that the State's review of Deliverables or work products will impact the Contractor's ability to execute the Project in accordance with the agreed and established Project Plan, the Contractor shall notify the State promptly with a request for expedited review of Deliverables or work products. In no case shall expedited review be requested under circumstances that relate to Contractor Work or Deliverables deemed deficient by the State for good reason.

Approach Documents. During the Mobilization Effort, the Contractor must work with the State to develop approach documents to establish Project standards and provide an overall context to manage the Project life cycle. Each document below will summarize a high-level approach for a specific area of the Project. The following approach documents must be developed and executed:

- Project Execution Strategy:** The Contractor must build upon the proposed Project Execution Strategy and provide an updated document.

As part of the Project Execution Strategy, the Contractor must develop a detailed implementation strategy that demonstrates the proposed approach to achieve the objectives of this Project in addition to meeting the requirements and time frames. The State's expectation is that the Contractor will draw on its previous experience executing similar projects as well as best practices to suggest a strategy.

The Contractor must provide an approach to structuring the Project into distinct phases that will most effectively accomplish the Project's objectives. This high-level plan should draw on the

Contractor's experience executing similar projects. The Contractor must clearly describe each phase, listing the activities that will be performed and exit and success criteria for the phase. The Contractor must clearly articulate the reasoning behind its selection of execution strategy, based on information available in the RFP and further information gathered during the mobilization effort.

- ii. **Communication Approach:** The Contractor must develop the Project communication approach and work with State representatives to execute the communication activities. The Contractor shall be responsible for the communication activities including planning, scheduling and performance reporting. The approach document will include all internal and external audiences, written, verbal and meeting communications initiatives, including purpose, structure, and frequency as well as planned major communications milestones.
- iii. **Testing Approach:** The Contractor must develop the approach for unit, system/integration, User Acceptance (UAT) and performance testing. The Contractor must use the JFS HP Quality Center tool to record test plans, scripts, and results.
- iv. **Business and Technical User Training and Transition Approach:** The Contractor must develop the Project training and transition approach and work with the State to ensure stakeholder engagement, development and delivery of a workforce transition approach as well as education and training design.
- v. **Issue and Risk Management Approach:** The Contractor must develop an issue and risk management approach that provides a systematic methodology of identifying, analyzing, resolving and tracking Project issues and risks. This approach must also address constraints and assumptions, planned responses and contingencies.
- vi. **Change Request Review and Approval Process:** The Contractor must use a change request review and approval approach developed with JFS. The approach document shall provide a process for documenting, analyzing, approving and tracking scope changes for the duration of the Project per the Changes section (Attachment Four, Part Two). Any change request that results in a Contract amendment will be formally processed and approved by DAS.

Meeting Attendance and Reporting Requirements. The Contractor must adhere to the following meeting and reporting requirements:

- Immediate Reporting - The Project Manager or a designee must immediately report any material Project plan, scope, staffing, budgetary or risk profile changes for the Project to the State Project Manager (see: Attachment Four: Part Two: Replacement Personnel).
- Plan and Execute Status Meetings - The Project Manager and other Project team members must plan, attend and execute appropriate status meetings with the JFS Project Representative and other members deemed necessary to discuss Project status. These meetings must follow an agreed-upon agenda created by the Contractor Project Manager and approved by the JFS Project Representative and documented through meeting minutes with action items prepared by the Contractor. Status meeting schedules will be mutually agreed to with the JFS Project Representative and will likely include an Executive Steering Committee and PM Oversight sessions as well as technical and operational meetings.
- Prepare Weekly Status Reports* - During the Project, the Contractor must submit an electronic weekly status report, in a format agreeable to the State, to the State Project Manager on a mutually agreed upon day. At a minimum, weekly status reports must contain the following:
 - A description of the overall completion status and accomplishments of the Project in terms of the approved Project Plan;
 - Updated Project schedule and WBS;
 - General Project Metrics;
 - The plans for activities scheduled for the next week;
 - The status of any Deliverables;
 - Time ahead or behind schedule for applicable tasks and a resolution approach to return to the planned schedule;

- Updated issue management report;
- A risk analysis of actual and perceived problems along with their suggested mitigations;
- Anticipated staff actions, including pending staff and subcontractor changes and planned absences and expected return dates; and
- Strategic changes to the Project Plan, if any.

*Weekly Status Reports do not require a Deliverable review cycle.

Work Hours and Conditions – Core working hours for JFS staff are 7:00 a.m. to 6:00 p.m. with a one-hour lunch period. Contractor may have to work under unusual working conditions which may include operation of a computer terminal for long periods of time, working in excess of eight hours per day, working on Saturdays, Sundays, and state holidays. JFS requires that the staff for Subproject 2, the Child Care BI Project be located and work at the JFS site, unless otherwise approved by the State Project Manager.

Project Location. The State will provide Contractor work space at a JFS designated site in central Ohio. Any work requiring assistance from the State staff or completion by State staff will be performed at a State location. The State will provide Internet connection and printer access. The Contractor will be required to provide laptop and phone service for their staff.

SUBPROJECT 1: BI ORGANIZATIONAL ASSESSMENT

BI Organizational Assessment – The Contractor must conduct a review of the JFS BI organization. The Contractor must produce an as-is assessment and provide recommendations for a future state that could more effectively serve JFS business client needs based on industry best practices. In addition, the Contractor is to consider synergies that can be leveraged with the Ohio Health and Human Services BI plan.

DELIVERABLE: BI ORGANIZATIONAL ASSESSMENT

1. The Contractor must analyze and assess the following elements to produce an as-is assessment and recommendations for future JFS BI services:
 - a. Organizational model and staffing;
 - b. User satisfaction and demand;
 - c. Methodologies and processes;
 - d. Governance review and recommendation;
 - e. Technical infrastructure/architecture; and
 - f. Other relevant elements
2. Contractor must produce a draft for JFS and DAS/OIT review and comment prior to developing the final version to incorporate feedback.
3. Provide support for implementation and train JFS program areas and OIS in managing BI utilizing best practices for both the business and technical areas.

SUB-PROJECT 2: CHILD CARE BI

High-Level Assessment and SAR Roadmap– In this initial phase of the Child Care BI Project, the Contractor must conduct a high-level assessment, from a business and technical perspective, of the current Child Care BI data and reporting. The assessment must assimilate and validate the business and technical requirements, the existing environment of the business/technical communities and create work products that demonstrate the Contractor's understanding of the Project.

The Contractor must define the iterative Subject Area Releases (SAR) and a Roadmap to be incorporated into the initial Project Plan (delivered at the 6-week point). The Contractor must plan to deliver SAR iterations through the system development lifecycle into production that provides early value to the business area.

For each SAR iteration, identified in the SAR Roadmap and approved by JFS, the following deliverables (described below) are required:

- SAR Requirements Analysis, Design and Documentation
- SAR Development, Testing and Documentation
- SAR Implementation Milestone and Documentation

For the **High-Level Assessment and SAR Roadmap**, the Contractor must deliver:

- a. **Refined Fact Qualifier Matrix and Associated Business Questions (Supplement Two)** – to include information gained from the high-level assessment documenting changes to existing processes and databases and to demonstrate that the Contractor's understands Child Care business needs.
- b. **High-Level Gap Analysis** – to include a detailed Gap Analysis of the current Child Care Data Mart, Extract, Transform, Load (ETL) processes for the data mart and analysis of extract files that are being supplied to end users for analysis. The Gap Analysis must:
 - i. Identify the gaps between the Child Care user requirements and the existing BI infrastructure, including Cognos Framework Manager and reports. **Note: For the purposes of this RFP, the term "reports" refers to the body of work that will result in end-user BI materials, including but not limited to:**
 - **Executive Dashboards for monitoring Key Performance Indicators;**
 - **Scorecards for tracking progress toward established performance goals;**
 - **Key management summary reports delivered on schedule via e-mail;**
 - **Easy to use prompted or parameter driven reports for casual users;**
 - **Multi-dimensional cubes for power-users, and drill-thru reports with supporting details;**
 - **Business-friendly "drag & drop" tools for ad-hoc reporting; and**
 - **Customer self-service reporting**
 - ii. Assess, at a high-level, the quality of the existing data mart contents and the associated ETL process.
 - iii. Identify changes or additional reporting to support the business requirements, including, but not limited to:
 - Refined Logical Dimensional and Physical Data Model and document recommendations for enhancement – to include both the logical dimensional and physical data models with descriptions of how the current BI structures will be enhanced to meet the Child Care business needs.
 - Subject Area Release (SAR) Roadmap – The SAR Roadmap must include definition of the content and timing of each release. Note: the iterative SARs must be incorporated into the Project Plan deliverable due at week six (6) after contract award.
 - iv. BI Data Mining Tool Recommendation – The Contractor must:
 - Provide a review of the tools and activities currently used within the Child Care Program Integrity Unit and provide a document that outlines recommendations for tools or processes to improve outcomes;
 - Identify potential data mart enhancements that may be included in the current or a subsequent SAR; and
 - Support the State in their evaluation and selection of a BI Data Mining tool.
 - v. Identify synergies that can be leveraged with the IE HHS BI. The state has begun implementation of an enterprise business intelligence platform as part of its Integrated Eligibility & Health and Human Services Business Intelligence (IE HHS BI) Initiative. The Ohio Enterprise Data Warehouse is being deployed on Teradata 6700C enterprise warehouse appliances and the BI environment includes Informatica as its ETL tool and Cognos for reporting and analytics. Initial data marts will include Medicaid and eligibility information with future data marts and predictive analytics planned for implementation.

SAR Requirements Analysis, Design and Documentation – in this phase of the Project, analysis and design tasks must be completed for each SAR. The Contractor must perform requirements analysis to validate and refine the requirements presented through the High-Level Assessment and Child Care BI FQM & Business Questions. The Contractor must produce design documentation for the SAR database, ETL, and BI reports as well as for the backup and recovery processes. The Contractor must:

- a. Revise the Project Schedule – to include an updated Project Schedule and WBS with a copy of the corresponding MS Project/Clarity files on electronic media acceptable to the State, based on the specific SAR.
- b. Revise the Child Care BI FQM & Business Questions – to include updates to the specific SAR information gained from requirements and analysis tasks.
- c. Revise the Logical and Physical Data Model and Data Dictionary based on requirements analysis and design.
- d. Develop capacity plan, partitioning strategy and surrogate key strategy.
- e. Develop backup and recovery plan.
- f. Develop ETL specifications – to include changes or development of new processes, including data reload or modifications, source-to-target mapping and load plan.
- g. Develop detailed specifications for Reporting– to include base report mock-ups.
- h. Develop detailed Data Quality Analysis and Recommendations – to include the results of data quality analysis, confirming the availability, completeness and accuracy of the data sources and data mart. In addition, this deliverable must include the business rules and transformation logic to be used to resolve data anomalies for data to be used in the SAR.

SAR Development, Testing and Documentation – in this phase of the Project, the development and testing tasks must be completed for each SAR. The Contractor must construct all ETL programs, the Cognos Framework Manager Metadata Model, as well as cubes and reports. Historical load, database backup and recovery processes must also be developed. All software and models must be walked through with JFS staff and conform to JFS standards as detailed in the RFP Supplements. The Contractor must test and support UAT, security testing, migration and production implementation tasks. All documentation must be updated, including the source-to-target data mapping, business rules and transformation elements. The Contractor must produce the following:

- a. ETL Process Construction – must include ETL process construction using Informatica and/or Cobol for the preliminary extracts from the mainframe databases and Informatica for loading the data marts. All software artifacts must be placed in the appropriate JFS repository, with accompanying updated documentation, per JFS standards.
- b. Cognos Framework Manager Metadata Model Construction – must include the development of the Framework Manager Metadata Model Construction according to Cognos best practices. The Metadata Model must be placed in the appropriate JFS repository, with accompanying updated documentation, per JFS standards.
- c. Report Construction – must include the development of report. All reports must be placed in the appropriate JFS repository with accompanying updated documentation, per JFS standards.
- d. Incremental and Historic Load/Database Backup and Recovery Programs Construction – must include the development of the current and history loading and database backup/recovery programs. These programs must be placed in the appropriate JFS repository, with accompanying updated documentation, including transformation/business rules needed for data quality, per JFS standards. Data must be loaded from January 1, 2012 onward.
- e. Testing Plan and Test Results – must include the Test Plan for unit, system and user acceptance testing, detailing the approach, cycles, data and security, data loading, timing, load testing and support needs from JFS staff for each testing phase – unit, system, user acceptance and security. The results for system and user acceptance testing must be recorded in the JFS HP Quality Center tool supplied by JFS.

- f. Implementation and Training Plan – must include a description of the plan for database load of current and historical data and software migration for implementation. This plan must also include two major training elements: 1) the technical and user training approach, including schedule, methods, and materials design and 2) the technical transition approach for turnover to JFS.
- g. Updated BI Documentation – must include updates to the source-to-target data mapping, business rules, transformation documentation, as well as the logical/physical data model and data dictionary elements.

SAR Production Implementation and Documentation – in this phase of the Project, the Contractor must implement and finalize all artifacts for the SAR, including security configuration, data transformation, data load and final model/software migration to the appropriate JFS production libraries with updated documentation. Technical and business user training must also occur during this phase. All software and models must be walked through with JFS technical staff and must conform to JFS standards. All documentation must be updated as needed, including the source-to-target data mapping, business rules and transformation elements. The following items must be produced as part of this deliverable for each SAR:

- a. Database load – must include the data transformation rules, data quality analysis and ETL processes as well as the execution of the database load /reload scripts and processes. These transformations and associated business rules must be detailed in a final data quality and transformation document.
- b. Security Configuration – must include implementation of the production security framework for business and technical user access and full documentation of the configuration.
- c. Technical and End User (Business) Training – must include conducting the end-user (5-10 users) and technical (2-3 users) training.
- d. Updated documentation – must include all documentation produced through the systems development life-cycle into a final form for each SAR. This documentation must also include configuration and updates to the production operations schedule.
- e. Implementation Milestone – must include notification from the Contractor that the system is ready for implementation, orchestration of a go/no-go review with JFS, and a readiness certification that the Child Care BI system is ready for production operations.

BI Child Care System Post Production Implementation Support – The Contractor must provide support including the correction of identified defects after each SAR is placed into production on an ongoing basis during SAR implementation activities and for a period of 60 days after acceptance of the final SAR. The Contractor must continue to support each SAR until all approved SARs are in production and accepted. The 60-day support commences upon the State's acceptance of the final SAR. The acceptance process is defined in Attachment Four: Acceptance and Maintenance – Standards of Performance.

In the 60-day phase of the Project, the Contractor must review all artifacts for all SARs, correct any outstanding issues for data quality, data mart loading, and other software processes, address performance tuning for load processes and Cognos reporting to ensure that all business and technical requirements are met and mutually agreed to. The Contractor must prepare a roadmap for any additional needs identified during the Project that have not been satisfied within the scope of this Project. Transition activities must also occur during this phase. The Contractor must provide the following Post Production Implementation Support:

- a. Production Issue Resolution -- must include management and correction of issues related to all elements in the Child Care BI system, including data quality, data mart load processes, Cognos artifacts and reports, as well as associated documentation. This task must include the management of the issue identification, research, prioritization and fix processes, in collaboration with JFS. All changes to programs must be fully tested, including unit, system/integration and UAT with performance testing if appropriate, given the scale of the change. Defects and issues identified by JFS must be resolved by the

Contractor prior to Project completion. The Contractor must document all defects identified during the 60-day Post Production Implementation Support period. The Defect Log must be accessible to JFS.

- b. Performance Tuning -- must include identification and tuning of load processes and reporting or any other appropriate element associated with the BI Child Care System.
- c. Training and Transition Approach Implementation – must include the implementation of the agreed-upon Transition Approach. This process must end with a sign-off by JFS indicating that the transition has occurred effectively.
- d. Future Roadmap – must include a recommendation for future work such as description of any identified elements that the Contractor would recommend to satisfy Child Care business or JFS technical needs. For any recommendations the Roadmap must include all associated activities, changes and enhancements, as well as an estimate of hours to complete and a recommendation for timing of the changes.
- e. Updated Documentation – must include ongoing updates to the BI artifacts produced during this engagement to ensure that they are up-to-date at the end of the 60-day period. At the completion of the Post Production Implementation Support period, the Contractor must conduct a review with the JFS Project team and identify any documentation that was updated as a result of changes during the 60-day Post Production Implementation Support period. The Contractor must provide any updated Contractor-created documentation to the JFS Project team for review and final acceptance with appropriate review periods.
- f. Sixty (60)-Day Production Milestone – must include certification by the Contractor that all elements have been delivered appropriately, with up-to-date documentation and with all critical, high and medium issues resolved. Upon the completion of the 60-day Post Production Implementation Support period, the Contractor must perform all activities necessary to close out the Project. The Contractor must organize and turn over to the State, in an acceptable electronic form, all files, documents and other Project artifacts within 90 days after acceptance of the final production release. This includes transitioning all BI responsibilities over to JFS.

Urgent, High and Medium issues are defined in the table below.

Critical	The issue has caused or has the potential to cause the entire system to be unavailable. Key primary business processes or a large group of end users are unable to access data that is essential for supporting daily work activities and there is no workaround. Data is inaccurate and or missing.
High	The issue directly affects the ability of a group of business users to use the system, complete day-to-day work, get to updated information or to utilize a significant functional section of the application. Response time impedes work productivity and/or data accuracy is less than desirable. A workaround exists but requires significant resources to accomplish.
Medium	The issue directly affects the ability of a small group of business users to use the system effectively, complete fully accurate day to day work, get fully updated information or utilize functions of the application. Response time impedes work productivity and/or data accuracy is less than desirable although there is a workaround.
Low	The issue creates extra work steps for the end user to obtain desired results, information or

	format is difficult to navigate although there is a workaround.
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MBE Reporting. The Contractor must submit a quarterly report to the JFS Contract Manager documenting the levels at which it has subcontracted with a business or businesses certified in the State of Ohio's Minority Business Enterprise (MBE) program. The reports must be filed at a time and in a form prescribed by the JFS Contract Manager. The reports must include the name of each MBE vendor the Contractor has subcontracted with during the preceding 90-day period and the total value of each subcontract.

For more information regarding MBE and MBE certification requirements, including a list of certified MBE firms, please refer to the DAS Equal Opportunity Division Web site at: <http://das.ohio.gov/Divisions/EqualOpportunity/MBEEDGECertification/tabid/134/Default.aspx>. Additional information is also available at the DAS Office of Procurement Services Web site at: <http://www.ohio.gov/procure>.

STATE ROLES AND RESPONSIBILITIES

The following State personnel will be available during the Child Care BI Project.

JFS Business Project Manager

Provides oversight of the Child Care BI business requirements to ensure Project is meeting business objectives. Coordinates with the OIS Project Manager the review and approval of deliverables. Provides direction and assigns SMEs to review the BI solution and evaluates overall quality of the end product to ensure objects are met. The Business Project Manager will be the single point of contact for all business related matters.

JFS OIS Project Manager

Provides project management oversight of JFS staff assigned to provide input and/or perform technical work. Works with the Business Project manager to ensure deliverables meet stated objectives and requirements. Works with the JFS BI Manager to review and approve deliverables. The OIS Project Manager will be the single point of contact for contract management and OIS related matters.

JFS BI Manager

The JFS BI Manager and staff provide technical assistance and set the standards for the overall BI infrastructure. This includes reviewing and approving data models, ETL processes, BI Reporting models and related documentation of the BI solution. Works with the Project Managers and provides guidance on standards and technical development to ensure the solution meets JFS OIS standards and complies with the needs of the business SME.

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 JFS 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 completion of the Project.

Responsibilities:

- Works with the JFS Business and OIS Project Managers to create and manage the Project Plan and Schedule
- Manages the Contractor Project Team Members

- Manages overall quality and timeliness of deliverables
- Manages Project issues and risks
- Point of escalation for Project issues
- Coordinates deliverable review and acceptance process with JFS

Qualifications:

1. Experience as the full-time Project Manager on a minimum of two BI/DW projects of similar size and scope. 60 months of experience is desirable.
2. Experience as the lead BI/DW project manager with direct responsibility for full system development life cycle from initiation through post implementation on a project of similar size and complexity. 48 months of experience is desirable
3. Associate Degree or higher in a field related to Information Technology.

Desirable Qualifications:

- Professional Certifications:
 - Project Management Institute Project Management Professional certification.
 - Certified Business Intelligence Professional (CBIP)
 - Certified Data Management Professional (CDMP)
- Experience managing Cognos10.x implementations.
- Experience managing Informatica 9.x implementations.
- Experience using Microsoft Project or Clarity to manage project plans and related project artifacts.
- Experience with systems that manage Human Services data.

Data Warehouse (DW) Data Architect

Role: The Data Warehouse Data Architect must be full time and provide technical and lead expertise for the data modeling and ETL design to meet business requirements.

Responsibilities:

- Lead the technical design for development and testing of the BI solution
- Elicit requirements and document business needs
- Develop and recommend content of logical and physical models
- Work with business and technical staff to establish the technical vision and analyze best approach for supporting objectives

Qualifications:

1. Experience as the BI/DW Data Architect on a minimum of two BI/DW implementation projects of similar size and scope. 60 months of experience is desirable.
2. Experience as the lead BI/DW Data Architect with direct responsibility for business process modeling, business requirements (Fact Qualifier or Business Matrix), logical business data models and logical and physical dimensional data models. 60 months of experience is desirable.
3. Associate Degree or higher in a field related to information technology.

Desirable Qualifications

- Professional Certifications:
 - Certified Business Intelligence Professional (CBIP)
 - Data Warehousing 2.0
 - Certified Data Management Professional (CDMP)
- Experience using CA ERwin.
- Experience using Cognos10.x.
- Experience using Informatica 9.x.
- Experience using IBM DB2 LUW v9.x.
- Experience with systems that manage Human Services data.

ETL Architect

Role: The Data Warehouse ETL Architect must be full time and provide technical and lead expertise for the ETL design and construction to meet business requirements.

Responsibilities:

- Serve as the lead developer for ETL processes using Informatica
- Design and construct ETL processes to load data to the physical data model
- Assess data quality and develop plans for resolution of issues
- Test and certify ETL processes are meeting desired objectives
- Primary point of communication for ETL issues and resolution

Qualifications:

1. Experience as the BI ETL developer designing and implementing complex ETL processes using Informatica. 60 months of experience is desirable.
2. Experience as the Lead ETL developer creating Informatica data transformation processes for similar scale and complexity projects. 24 months of experience is desirable.
3. Experience using IBM DB2 LUW v9.x.
4. Associate Degree or higher in a field related to information technology.

Desirable Qualifications:

- Professional Certifications:
 - Certified Business Intelligence Professional (CBIP)
 - Data Warehousing 2.0
 - Certified Data Management Professional (CDMP)
 - Informatica certification.
- Experience using Cognos10.x for report generation.
- Experience with systems that manage Human Services data.
- Experience designing physical and logical BI data models.

BI Reporting Architect

Role: The BI Reporting Architect must be full time and provide technical and lead expertise for the design and construction of Cognos Framework Manager models and related reporting to meet business requirements.

Responsibilities:

- Design and create Cognos Framework Manager models
- Develop reporting templates and forms to meet reporting definitions.
- Design and develop Cognos Dashboards to meet BI requirements
- Test and certify that the reporting is accurate and meets requirements
- document results

Qualifications:

1. Experience developing Cognos 10.x complex Framework Manager Models for Query Studio and Report Studio, including designing and implementing complex BI reports (i.e., dashboards, scorecards, multi-dimensional cubes, menu-driven and ad-hoc reporting solutions using Cognos.) 60 months of experience is desirable.
2. Experience as the Lead BI report developer using Cognos Framework Manager, Query Studio and Report Studio for similar sized projects. 24 months of experience is desirable.
3. Experience using IBM DB2 LUW v9.x.
4. Associate Degree or better in a field related to information technology.

Desirable Qualifications:

- Certified Business Intelligence Professional (CBIP)
- Certified Data Management Professional (CDMP)
- Data Warehousing 2.0
- IBM Cognos certifications.
- Experience in ETL development using Informatica 9.x.
- Experience designing physical and logical BI Data models.
- Experience with systems that manage Human Services data.

Interval Deliverable Agreement (IDA).

The State may use the Interval Deliverable Agreement (IDA) model for Project work identified during the life of the Contract that cannot be defined to the appropriate level of detail during the RFP process. The Contractor must work with designated State staff to develop the deliverables and identify all work for each

IDA. Deliverables or sub-deliverables will be defined prior to the start of each designated interval, and monitored throughout the designated interval and the life of the Contract. The IDAs will be identified and agreed to at least 30 days in advance of the beginning of the interval. For each IDA, the State and the Contractor will agree, in writing, to specific deliverables, work assignments, sub-deliverables, services to be provided using time and materials, the length of the interval, due dates, and Contractor staffing requirements based on positions and not-to-exceed hourly rates quoted in the Rate Card on the Cost Summary. The IDA is not effective until the State and Contractor have signed the agreement and a purchase order is issued to the Contractor. The agreed-upon IDA will be incorporated into the Contract.

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

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

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

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

If the Work fails to meet the standard of performance and exit criteria during the performance period, the Contractor will be in default and will not have a cure period. In addition to all other remedies the State may have under this Contract, the State will have the right to request correction or replacement of the relevant portion of the IDA.

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

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

- The designated interval length for each IDA.
- Goals and Objectives for the interval.
- Deliverables to be completed or partially completed during the interval. This will include, but not be limited to:
 - Deliverable Name;
 - Description of Deliverable including tasks or milestones to be completed;
 - Detailed acceptance criteria and standards of performance;

- State dependencies identified by the Contractor for successful completion of the Deliverable;
- Deliverable Due Date;
- Risks associated with delays and incomplete Deliverables; and
- Fixed pricing for each Deliverable based on staffing requirements (services to be performed, identification of Contractor staff resource by name and position, number of hours allocated to the task for each assigned position, individual hourly rate for each Contractor resource assigned to a task, etc.).

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

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

In addition, the following information may also be required:

- Staffing Issues
- Required work related travel and training.

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

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

PART TWO: SPECIAL PROVISIONS

Submittal of Deliverables - The Contractor must provide deliverables in a timely and professional manner that meets agreed upon schedules. The Contractor must provide the required Deliverables no later than the due dates proposed in the RFP or included in the Contractor's Project Plan as approved by the State. At the time of delivery the Contractor must submit the Deliverable in a format acceptable to the State. Also, with each Deliverable, the Contractor must submit a Deliverable Submittal Form signed by the Project Manager. (See Attachment Nine of the RFP.)

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

The Contractor must provide all Deliverables to the Project Representative, who will review (or delegate review of) the materials or documents within a reasonable time after receipt, as specified in the Project Plan.

If the State determines that a Deliverable is not in compliance, the Project Representative will note the reason for non-compliance on the Deliverable Submittal Form and send the form to the Project Manager.

At no expense to the State, the Contractor then must bring the Deliverable into conformance and re-submit the Deliverable to the Project Representative within five business days or mutually agreed upon schedule.

If the State agrees the Deliverable meets requirements, the Project Representative will indicate that by signing the Deliverable Submittal Form and returning a copy of it to the Contractor. In addition, if the Project Representative or designee determines that the State should make a payment associated with the Deliverable, the Project Representative will indicate that the payment should be made on the Deliverable Submittal Form.

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.

Status reports are not subject to a review and approval process.

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

Payment Milestone/Deliverable	Payment
Subproject 1: BI Organizational Assessment Acceptance	100% of Subproject 1 Cost
Subproject 2: Project Plan Acceptance	5% of the Total Subproject 2 Cost
Subproject 2: High Level Assessment and Subject Area Release Roadmap Acceptance	15% of the Total Subproject 2 Cost
Subproject 2: SAR(s) Acceptance	40% of the Subproject 2 Cost divided by number of approved SARs
Subproject 2: BI Child Care System Post Production Implementation Support Acceptance	40% of the Subproject 2 Cost

Reimbursable Expenses. None.

Bill to Address.

ODJFS / Fiscal Services
 30 East Broad Street, 37th Floor
 Columbus, Ohio 43215-3414

Location and Protection of Data. All data accessed or utilized for this Project is the property of JFS and is not to be transported outside of the JFS network or facilities without prior approval from JFS. Data includes, but is not limited to, email, Project documentation, Project charters, Project plans, issues lists, other Project documents, design documents, source code, hardware and network documentation and other data related to JFS services to internal or external individuals or entities. The Contractor must supply and use their own laptops, tablets or other devices and must use unique user identifications and passwords for each individual using the device. Storage on laptops, tablets or other devices must use data encryption and employ safeguards to ensure security of data contained within the device. Use of portable storage devices for any purpose must use encryption and employ security measures to protect the data. Portable storage devices are defined as, but not limited to, USB storage, external disk or optical device, SD cards or other technology that is capable of being used to transfer data between devices.

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 (font size 10) 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.

Additionally, offerors must include the entire content of Attachment Four as a single section in their proposal. **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 of acceptable in-line section response (in blue 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 Attachment Two, 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 in the in-line response:***

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
- BI Organization Assessment

Pre-existing Materials
Commercial Materials
Terms for Commercial Materials
Proof of Insurance
Payment Address
Legal Notice Address
W-9 Form
Standard Affirmation and Disclosure Form (EO 2011-12K)
Attachment Four Acceptance
MBE Information

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.

MBE Participation. The offeror must complete the MBE Information Form (Attachment Ten), providing a detailed description of the offeror's proposed use of a certified MBE vendor for this project.

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 providing technology solutions and specifically large-scale BI solutions. The description should include the date the offeror was established, its leadership, number of employees, number of employees dedicated to BI engagements, 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. In addition, the offer must include a description of the offeror's proposed organization(s) and management structure responsible for fulfilling the Contract's requirements for this Project.

Offeror Profile Summary Form. This RFP includes Offeror Profile Summary Forms as an attachment. The offeror must use these forms and fill them 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.
- **Project Name.** The offeror must provide the name or title for the project 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 Project. 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 project experience separately and completely every time it is referenced, regardless of whether it is on the same or different pages of the form.

Required Experience and Qualifications. The offeror must complete this section to demonstrate that it meets the requirements for experience. For each reference, the offeror must provide the information in the same manner as described above.

THE OFFEROR MAY NOT USE THE EXPERIENCE OR QUALIFICATIONS OF A SUBCONTRACTOR TO MEET ANY OF THE 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 role and responsibilities on the Project. In addition, the plan must have the following information:

- A matrix matching each team member to the staffing requirements (including years of experience and related projects for each requirement) in this RFP.
- A minimum of two references for each named 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 or other Key Project Personnel may work on other projects or assignments unrelated to the Project 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.

In addition, the offeror's proposal must identify all Key Project Personnel who will provide services as part of the resulting Contract. The State has identified the key positions in the Roles and Responsibilities section in Attachment Two. The State expects that the proposed named Key Project Personnel (Project Manager, Data Warehouse Data Architect, ETL Architect and the BI Reporting Architect) will be available as proposed to work on the Project. Resumes for the proposed candidates must be provided for all Key Project Personnel. Representative resumes are **not** acceptable. The resumes will be used to supplement the descriptive narrative provided by the offeror regarding their proposed project team.

The resume (4-page limit per resume) of the proposed Key Project Personnel must include:

- Proposed Candidate's Name
- Proposed role on this Project
- Listings of completed projects that are comparable to this Project or required similar skills based on the person's assigned role/responsibility on this Project. Each project listed should include at a minimum the beginning and ending dates, client/company name for which the work was performed, client contact information for sponsoring Directors, Managers or equivalent level position (name, phone number, email address, company name, etc.), project title, project description, and a detailed description of the person's role/responsibility on the project.
- Education
- Professional Licenses/Certifications/Memberships
- Employment History

In addition to providing a resume, the offeror must provide a detailed narrative highlighting why the proposed Key Project Personnel possess the necessary experience, education, training and professional certifications to successfully perform their assigned role/responsibility on the Project. The offeror must specifically address the required and desirable qualifications for each of the Key Project Personnel contained in the Roles and Responsibilities section in Attachment Two.

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.

Project Plan. The Project Plan must address how the offeror will meet Project tasks, Deliverables and milestones. The State encourages responses that demonstrate a thorough understanding of the nature of the Project and what the Contractor must do to get the Project done properly. The State seeks insightful responses that describe proven, state-of-the-art methods. The Project Plan must include detail sufficient to give the State an understanding of how the offeror's knowledge and approach will:

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

At a minimum, the offeror's Project Plan must include the following:

1. High level description of the Project management approach;
2. Scope statement that includes the Project objectives and the Project Deliverables and milestones;
3. Work breakdown structure as a baseline. The work breakdown structure must show the elements at a level of detail that demonstrates the offeror's understanding of the effort required to do the work. The Project elements must include, at a minimum, scope definition,

- requirements gathering, design, development, conversion, testing, benchmarking, implementation, training, and transition, as applicable;
- a. Define who is assigned responsibility for each Deliverable within the work breakdown structure;
4. Project Schedule for all Project tasks, Deliverables and milestones;
 - a. The offeror must provide the Project schedule as a Microsoft Project Gantt chart, showing all major Project tasks on a week-by-week schedule to serve as the basis for managing the Project. The offeror must provide start and end dates for Deliverables and milestones and related tasks;
 5. Definition of the review processes for each milestone and Deliverable (e.g. SAR review) and a description of how the parties will conduct communication and status review;
 6. The critical success factors for completing the Project; and
 7. If the offeror chooses to use subcontractors, this part of the offeror's Proposal must describe its approach to managing its subcontractors effectively.

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 fully describe in narrative form its approach, methods, and specific work steps for doing the work on this Project and producing the Deliverables (through the inline response with emphasis on each phase, milestone, task and Deliverable described). 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 Project. The offeror must indicate how its proposed solution meets all elements of the Scope of Work included in Attachment Two of this RFP.

The offeror may not simply state that they are capable of assessing and developing a BI solution. The offeror must provide a written narrative that documents that the offeror understands the business and technical objectives and requirements of this RFP and how their proposed solution will meet the objectives and requirements of this RFP.

For the BI Organization Assessment, the offeror must describe its approach to perform the Assessment. This section must demonstrate the offeror's understanding of the Assessment including detailed descriptions of the business and technical needs, the scope, the offeror's proposed phases, critical success factors and an outline of the Assessment document.

The requirements provided in this RFP are high-level; the State expects that offerors with a successful BI practice will be able to understand the desired outcomes from the artifacts provided in the RFP as Supplements and document their proposed solution in sufficient detail.

The RFP Supplements contain the aforementioned artifacts, including a description of the existing data mart documentation, a Child Care BI FQM & Business Questions, and samples of standard analytical reporting requirements for the Child Care organization. The Child Care BI FQM & Business Questions and Glossary were prepared with the Child Care business owner. These Supplements demonstrate JFS's current understanding of the Child Care business requirements. Offerors must review, analyze and address these BI business requirements in their proposed solution.

Pre-existing Materials - The offeror must list any Pre-existing Materials it owns that will be included in a Deliverable if the offeror wants a proprietary notice on copies that the State distributes. For example, the

offeror may have standard user interfaces or standard shells that it incorporates in what is otherwise custom software. (See the Ownership of Deliverables section of the General Terms and Conditions.) The State may reject any Proposal that includes existing materials for a custom solution, if the State believes that such is not appropriate or desirable for the Project.

Commercial Materials - The offeror must list any commercial and proprietary materials that the offeror will deliver that are easily copied, such as Commercial Software, and in which the State will have less than full ownership ("Commercial Materials"). Generally, these will be from third parties and readily available in the open market. The offeror need not list patented parts of equipment, since they are not readily copied. If the offeror expects the State to sign a license for the Commercial Material, the offeror must include the license agreement as an attachment. If the State finds any provisions of the license agreement objectionable and cannot or does not negotiate an acceptable solution with the licensor, regardless of the reason and in the State's sole discretion, then the offeror's Proposal may be rejected. If the State is not going to sign a license, but there will be limits on the State's use of the Commercial Materials different from the standard license in the General Terms and Conditions, then the offeror must detail the unique scope of license here. Unless otherwise provided in this RFP, proposing to use Commercial Materials in a custom solution may be a basis for rejection of the offeror's Proposal, if the State, in its sole discretion, believes that such is not appropriate or desirable for the Project. Any deviation from the standard license, warranty, and other terms in Attachment Four also may result in a rejection of the offeror's Proposal.

Terms for Commercial Materials - If the offeror proposes a Deliverable that contains Commercial Software or other Commercial Materials with terms that differ from the terms in Attachment Four for Commercial Software and Materials, then those terms must be detailed here, and any proposed separate agreement covering those items must be included in the offeror's Proposal. This is required even if the State will not be expected to sign the agreement. Any deviation from the standard terms in Attachment Four may result in a rejection of the offeror's Proposal.

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.

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

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.

The State may reject any Proposal if the offeror takes exception to the terms and conditions of this RFP.

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, 2015. 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 Contractor must fully cooperate with any IV&V contractor assigned to the Work. Such cooperation includes expeditiously providing the IV&V

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

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

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

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

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

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

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

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

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

also must be endorsed to include a waiver of subrogation. At a minimum, the limits of the insurance must be:

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

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

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

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

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

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

If the Contractor removes a person listed in the RFP Documents from the Work for any reason other than those specified above, the State may assess liquidated damages in the amount of \$1,500.00 for every day between the date on which the individual was removed and the date that this Contract is terminated or the individual's qualified replacement, selected in accordance with the process identified in this section, starts performing on the Work. The State also may provide the Contractor with written notice of its default under this section, which the Contractor must cure within 30 days. Should the Contractor fail to cure its default within the 30 day cure period, this Contract will terminate immediately for cause, and the State will be entitled to damages in accordance with the Suspension and Termination Section of this Contract due to the termination. Should the State assess liquidated damages or otherwise be entitled to damages under this provision, it may offset these damages from any Fees due under this Contract.

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

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

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

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

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

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

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

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

On written notice, the Contractor will have 30 calendar days to cure any breach of its obligations under this Contract, provided the breach is curable. If the Contractor fails to cure the breach within 30 calendar days after written notice, or if the breach is not one that is curable, the State will have the right to terminate this Contract immediately on notice to the Contractor. The State also may terminate this Contract in the case of breaches that are cured within 30 calendar days but are persistent. "Persistent" in this context means that the State has notified the Contractor in writing of the Contractor's failure to meet

any of its obligations three times. After the third notice, the State may terminate this Contract on written notice to the Contractor without a cure period if the Contractor again fails to meet any obligation. The three notices do not have to relate to the same obligation or type of failure. Some provisions of this Contract may provide for a shorter cure period than 30 calendar days or for no cure period at all, and those provisions will prevail over this one. If a particular section does not state what the cure period will be, this provision will govern.

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

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

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

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

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

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

suspension, the State will not be required to make any payment to the Contractor other than those payments specified in this Contract and in accordance with the payment schedule specified in this Contract for properly completed Work.

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

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

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

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

The Contractor's 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 confidential agreement and policy acknowledgements, and have a background check performed before accessing those facilities, data, or systems. Each State agency, board, and commission may require a different confidentiality agreement or acknowledgement, and the Contractor's and its subcontractors' personnel may be required to sign a different confidentiality agreement or acknowledgement for each agency. The Contractor must immediately replace any of its or its subcontractors' personnel who refuse to sign a required confidentiality agreement or acknowledgment or have a background check performed.

Ownership of Deliverables. The State owns all Deliverables that the Contractor produces under this Contract, with all rights, title, and interest in all intellectual property that come into existence through the Contractor's custom work being assigned to the State. Additionally, the Contractor waives any author rights and similar retained interests in custom-developed material. The Contractor must provide the State with all assistance reasonably needed to vest such rights of ownership in the State. The Contractor will retain ownership of all tools, methods, techniques, standards, and other development procedures, as well as generic and preexisting shells, subroutines, and similar material incorporated into any custom Deliverable ("Pre-existing Materials"), if the Contractor provides the non-exclusive license described in the next paragraph.

The Contractor may grant the State a worldwide, non-exclusive, royalty-free, perpetual license to use, modify, and distribute all Pre-existing Materials that are incorporated into any custom-developed Deliverable rather than grant the State ownership of the Pre-existing Materials. The State may distribute such Pre-existing materials to third parties only to the extent required by governmental funding mandates. The Contractor may not include in any custom Deliverable any intellectual property unless such has been created under this Contract or qualifies as Pre-existing Material. If the Contractor wants to incorporate any Pre-existing Materials into a custom Deliverable, the Contractor must first disclose that desire to the State in writing and seek the State's approval for doing so in advance. The State will not be obligated to

provide that approval, unless the Contractor disclosed its intention to do so in the RFP Documents. On the Contractor's request, the State will incorporate into any copies of a custom Deliverable any proprietary notice that the Contractor included with the original copy, if that notice is reasonably necessary to protect the Contractor's interest in any Pre-existing Materials contained in the custom Deliverable.

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

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

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

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

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

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

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

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

- (1) Used or copied for use in or with the computer or computers for which it was acquired, including use at any State installation to which such computer or computers may be transferred;
- (2) Used or copied for use in or with a backup computer for disaster recovery and disaster recovery testing purposes or if any computer for which it was acquired is inoperative;
- (3) Reproduced for safekeeping (archives) or backup purposes;

- (4) Modified, adapted, or combined with other computer software, but the modified, combined, or adapted portions of the derivative software incorporating any of the Commercial Software will be subject to same restrictions set forth in this Contract;
- (5) Disclosed to and reproduced for use on behalf of the State by support service contractors or their subcontractors, subject to the same restrictions set forth in this Contract; and
- (6) Used or copied for use in or transferred to a replacement computer.

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

PART FOUR: REPRESENTATIONS, WARRANTIES, AND LIABILITIES

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

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

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

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

Standards of Performance and Acceptance. There will be a period for performance testing required for the Project. During the performance period, the State, with the assistance of the Contractor, will conduct performance testing of all delivered SARs in production. Acceptable performance and acceptance of a SAR will be based on successfully executing reports, ETL, processing accuracy, meeting desired batch schedules, completeness of documentation and overall product quality.

After the implementation of each SAR the Contractor must remedy defects identified by the State. Defects may include the following:

1. Inaccurate data displayed on a report or dashboard;
2. Excessive response time for a report or dashboard to be displayed;
3. Excessive batch processing to load or manipulate the data into a structure for the reporting tools;
4. Inaccurate help documentation;
5. Inaccurate systems ETL documentation;
6. Inaccurate job scheduling or related scripting processes; and
7. Other issues or items that impede the quality or performance of the expected deliverables

Once all SARs are delivered and in production, the State will conduct the Project performance period to assure all delivered SARs perform accurately together.

The performance period will last up to 90 calendar days, during which time the Project must meet the standard of performance required by the RFP Documents for 30 consecutive calendar days. The performance criteria in the RFP Documents will be supplemented with the relevant documentation, technical materials, and related writings, to the extent that the specifications in those writings supplement and refine rather than contradict the performance criteria in the RFP Documents. Acceptance of the Project depends on a successful completion of the performance period defined in this section and the RFP Documents. This section applies to the Project, and any part of it, as well as replacements or substitutes for the Project after completion of a successful performance period.

If the Project does not meet the standard of performance during the initial performance period, the State will give the Contractor details about the problems in a timely manner and in a useful and relevant form. Until the Contractor demonstrably corrects all outstanding problems, the second performance period will not start, and the State will not accept the Project (or part thereof). The second performance test will continue on a day-by-day basis until the standard of performance is met for a total of 30 consecutive calendar days or until the 90-day performance period has ended without meeting the standard of performance.

If the Project fails to meet the standard of performance after 90 calendar days from the start of the second 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 may request a correction or replacement of the relevant portion of the Project.

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

The Project will not be accepted until the performance period is complete.

Should it be necessary, the State may delay the start of the performance period, but the delay will not exceed 30 consecutive calendar days after the scheduled date for implementation of the Project. Such a delay will not be considered a suspension of work under the Suspension and Termination section of this Contract.

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/>.

Governing the Expenditure of Public Funds on Offshore Services (EO 2011-12K). The Contractor affirms to have read and understands Executive Order 2011-12K and shall abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in this Contract.

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

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 JOB AND FAMILY SERVICES
AND**

(CONTRACTOR)

THIS CONTRACT, which results from RFP #0A1114, entitled **JFS Child Care BI**, is between the State of Ohio, through the Department of Administrative Services, on behalf of the Department of Job and Family Services, and _____ (the "Contractor").

This Contract consists of:

1. The one-page Contract (Attachment Five) in its final form;
2. The **JFS Child Care BI** Negotiated Contract dated month, day, 201X which includes the Best and Final Offer (BAFO);

The Contract is the result of agreed upon changes to the RFP its attachments and supplements including any written amendments to the RFP, any materials incorporated by reference in the RFP, the Contractor's Proposal, and written, authorized amendments and clarifications to the Contractor's Proposal. It also includes any purchase orders and Change Orders issued under the Contract.

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 _____, 2013, 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

By: **SAMPLE – DO NOT FILL OUT**
NAME

By: _____
ROBERT BLAIR

Title: _____

Title: DIRECTOR

Date: _____

Date: _____

**ATTACHMENT SIX
OFFEROR CERTIFICATION FORM**

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

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

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

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

Potential Conflicts (by person or entity affected)

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

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

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

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

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

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

Signature

Name

Title

Company Name

Company D-U-N-S Number

**ATTACHMENT SEVEN
OFFEROR PROFILE SUMMARY**

OFFEROR MANDATORY REQUIREMENTS

MANDATORY REQUIREMENT #1: The offeror must have an established Business Intelligence practice within its organization comprised of a dedicated staff with demonstrated knowledge of industry best practices.

Provide a detailed description of the offeror's Business Intelligence practice.

**ATTACHMENT EIGHT
STANDARD AFFIRMATION AND DISCLOSURE FORM**

EXECUTIVE ORDER 2011-12K

Governing the Expenditure of Public Funds on Offshore Services

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

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

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

1. Principal location of business of Contractor:

(Address)

(City, State, Zip)

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

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

2. Location where services will be performed by Contractor:

(Address)

(City, State, Zip)

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

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

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

(Address)

(Address, City, State, Zip)

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

(Name)

(Address, City, State, Zip)

Contractor also affirms, understands and agrees that Contractor and its subcontractors are under a duty to disclose to the State any change or shift in location of services performed by Contractor or its subcontractors before, during and after execution of any Contract with the State. Contractor agrees it shall so notify the State immediately of any such change or shift in location of its services. The State has the right to immediately terminate the contract, unless a duly signed waiver from the State has been attained by the Contractor to perform the services outside the United States.

On behalf of the Contractor, I acknowledge that I am duly authorized to execute this Affirmation and Disclosure form and have read and understand that this form is a part of any Contract that Contractor may enter into with the State and is incorporated therein.

By: _____
Contractor

Print Name: _____

Title: _____

Date: _____

**ATTACHMENT NINE
SAMPLE DELIVERABLE/MILESTONE SUBMITTAL FORM**

Client Name:	[Insert Client Name]
Project Name:	[Insert Project Name]
Contract Number:	[Insert Contract Number]
Deliverable To Be Reviewed or Milestone Attained:	[Insert Deliverable/Milestone Name and Work Breakdown Structure Task #]
Date Deliverable Submitted for Review or Milestone Achievement Date:	[Insert Applicable Date]

The [insert Deliverable/milestone name] Deliverable/milestone is complete. This Deliverable/milestone has been completed/attained by [insert Corporate name] in accordance with the requirements specified in the RFP and Project Plan. Please obtain signatures below indicating the compliance of [insert Deliverable/milestone name]. Please obtain all signatures within **XX** calendar days of the Submitted or Achievement Date, above, [insert date **XX** calendar days from submitted date].

Please contact _____ at XXX-XXX with any questions.

Sincerely,

[Insert Company Name]
[Insert Project Name] Project Manager

Printed Name
Contractor Project Manager
{Same as person signing above}

COMPLIANT: Deliverable Payment Authorized: Yes _____ No _____ N/A _____ _____ Signature of State Project Representative/Date

NOT COMPLIANT: Describe reason(s) for non-compliance: (Continue on back if necessary) _____ Signature of State Project Representative/ Date Payment <u>Not</u> Authorized

**ATTACHMENT ELEVEN
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.

PAYMENT MILESTONE/DELIVERABLES	COST
SUBPROJECT 1	
JFS BI Organizational Assessment	\$
TOTAL SUBPROJECT 1 COST	\$
SUBPROJECT 2	
Project Plan	\$
High-level Assessment and Subject Area Release Roadmap	\$
SAR Requirement Analysis, Design and Documentation	\$
SAR Development, Testing and Documentation	\$
SAR Implementation Milestone(s) and Documentation	\$
BI Child Care System Post Production Implementation Support	\$
TOTAL SUBPROJECT 2 COST	\$
TOTAL NOT-TO-EXCEED FIXED PRICE	\$

ATTACHMENT ELEVEN

COST SUMMARY RATE CARD (continued)

Rate Card. The following table lists the positions that may be used in the IDAs. The offeror must provide its most competitive rates for the identified positions. The hourly rate column will be multiplied by the “Weight Value” to determine the Rate Card evaluation cost total.

Position Title	Hourly Rate		Weight Value	Total Cost For Evaluation
Project Manager	\$	X	3	\$
Informatica Lead Developer	\$	X	5	\$
Cognos Lead Developer	\$	X	5	\$
Data Warehouse Data Architect	\$	X	5	\$
Cognos Developer	\$	X	4	\$
Informatica Developer	\$	X	4	\$
Business Analyst	\$	X	3	\$
Database Administrator	\$	X	1	\$
ETL Architect	\$	X	1	\$
BI Reporting Architect	\$	X	1	\$
Quality Assurance and Testing	\$	X	1	\$
Rate Card Evaluation Total				\$