

REQUEST FOR PROPOSALS

RFP NUMBER: 0A1016
DATE ISSUED: June 11, 2007

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

Enterprise Telephony System Enhancement and Support Project

INQUIRY PERIOD BEGINS: June 11, 2007
INQUIRY PERIOD ENDS: July 3, 2007
OPENING DATE: July 17, 2007
OPENING TIME: 11:00 A.M.
OPENING LOCATION: Office of Information Technology
Contract Management Bid Room
30 East Broad Street, 40th Floor
Columbus, Ohio 43215

PRE-PROPOSAL CONFERENCE DATE: June 26, 2007

This RFP consists of five parts and eleven attachments, totaling 128 consecutively numbered pages. Supplements also are attached to this RFP with a beginning header page and an ending trailer page. Please verify that you have a complete copy.



PART ONE: EXECUTIVE SUMMARY

Purpose. This is a Request for Competitive Sealed Proposals ("RFP") under Sections 125.071 and 125.18 of the Ohio Revised Code (the "Revised Code") and Section 123:5-1-8 of the Ohio Administrative Code (the "Administrative Code"). The Ohio Department of Job and Family Services has asked the Office of Information Technology to solicit competitive sealed proposals ("Proposals") for ODJFS' Telephony System Enhancement and Support Project (the "Project"), and this RFP is the result of that request. These services will include maintenance and support (including preventive maintenance, monitoring, and reporting) of the current system(s). Additionally, ODJFS will require enhancements and expansions to the current system (including but not limited to development, implementation, programming, analysis, quality control functions, network support functions, hardware, software, training, documentation, and installation). This work will be negotiated utilizing an interim deliverable agreement.

If a suitable offer is made in response to this RFP, the state of Ohio (the "State"), through the Office of Information Technology, 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 Project is completed to the satisfaction of the State and the Contractor is paid or June 30, 2008 whichever is sooner. The State may renew this Contract for up to four additional one-year term(s), subject to and contingent on the discretionary decision of the Ohio General Assembly to appropriate funds for this Contract in each new biennium. Any such renewal of all or part of the Contract also is subject to the satisfactory performance of the Contractor and the needs of the Ohio Department of Job and Family Services.

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

In December 2001, the Department of Administrative Services awarded a single Contract on behalf of the Ohio Department of Job and Family Services for an end-to-end solution for (1) an integrated Call Center, Automated Call Distribution (ACD) and Interactive Voice Response (IVR) application for the Telephone Registration Centers located across the state supporting the delivery of Unemployment Compensation Benefits; and (2) for three interactive voice response unit (IVR) applications supporting Child Support Enforcement, Medicaid and Unemployment Compensation Tax. These services included application development, implementation, maintenance and support including programming, analysis, quality control functions, network support functions, telecommunications services, hardware, software, training, documentation, installation, maintenance and enhancement of the system(s).

Since the award of the Contract ODJFS has evolved the call centers and telephony systems into more modern applications to support the entire ODJFS enterprise. This is the second and last of the RFP procurements that will replace the original Contract. The scope of this Contract is support and maintenance of the current telephony systems. Additionally, as enhancements and modification to the existing system are required, the State will enter into an Interim Deliverable Agreement that will define deliverables for the required application development or enhancements. Interim Deliverable Agreements define a scope of work for a six month period. Additionally, the Interim Deliverable Agreement will identify required resources of both the State and the Contractor, a schedule, a fixed price and payment terms. The first RFP procurement was issued prior to this RFP, and was for support, maintenance and application development of the call center system.

The support, maintenance and Interim Deliverable Agreement process is further defined in this document.

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

The use of interactive voice response, automatic call distribution units and private branch exchange telephone systems, (IVR/ACD/PBX) are a demonstrated way of communicating with a customer base. Through IVR/ACD/PBX technology, information can be disseminated and collected in a more convenient and customer friendly fashion. Integration of IVR/ACD/PBX technology via web servers to the Internet provides even more opportunities and means for customers to do their business.

ODJFS has a very large and sophisticated Enterprise Statewide Telephone System that supports 5000+ desktops seamlessly integrated with IVR/ACD/PBX systems and services located at the State of Ohio Computer Center ("SOCC") in Columbus, Ohio.

Effective July 1, 2000, the Ohio Bureau of Employment Services merged with the Ohio Department of Human Services to form ODJFS. Both agencies had been pursuing separate IVR/ACD/PBX initiatives. With the merger, these efforts were combined through an RFP process that identified a single Contractor that met the Enterprise Statewide Telephone System and IVR/ACD/PBX needs of the new agency. The Contractor selected was tasked with developing a new Enterprise Statewide Telephone System, IVR/ACD/PBX, Call Center and Processing Center systems that supports core functions within the agency. Currently this entire topology is being expanded and enhanced to Voice over IP ("VoIP") technology.

The Enterprise Telephony System and IVR/ACD/PBX systems solution installed supports the following ODJFS program applications:

1. Office of Child Support ("OCS")
2. Ohio Health Plans ("OHP")
3. Unemployment Compensation Benefits ("UC Benefits")/Local Operations
4. Unemployment Compensation Taxation ("UC Tax")
5. Unemployment Compensation Review Commission ("UCRC")
6. Multiple Internal Helpdesks

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

- Establishing a partnership with a single Contractor to assist in accomplishing several goals related to the ODJFS Enterprise Telephony System.
- Maintaining and enhancing all enterprise telephony systems and services that support unemployment claims compensation and numerous other ODJFS program area call centers utilizing numerous telephone registration centers and help desks located throughout Ohio.
- Maintaining and supporting all telephony systems and services throughout ODJFS to include campus, telephone registration centers, call centers, and outlying offices.

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

It is ODJFS' desire to initially procure maintenance, enhancement and support services of the applications identified above, and maintenance of the requisite core hardware and software onsite at the SOCC. Upon successfully maintaining and enhancing the above applications, ODJFS will be looking to

the Contractor to assist in the following:

- Transfer knowledge and development skills of State staff toward the goal that State staff will maintain and support the applications in house.
- Migrate telecommunications technology to IP Enabled Systems and Trunks.
- Support full E.164 dial plans throughout the Enterprise.
- Evolve legacy applications (i.e., PBXs) and support tools to next generation state-of-the art technologies.
- Reduce overall footprint and facilities requirements.
- Enhance and expand systems and services as business and program requirements dictate and as systems reach end-of-life.
- Identify and remove single points of failure.
- Assist ODJFS with identifying and executing objectives that meet the overall ODJFS technology and program delivery strategy.

Overview of Current Systems. Listed below is an overview of current systems.

Integrated Call Center IVR/ACD/PBX Functionality – Call Centers

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

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

See table below for approximate business unit breakdown of pertinent ACD information and related components, such as Web Powered Agent (WPA), Enterprise Administrator (EA), Total Recall Reports (TRR), etc. Further description of the environment is detailed after the table.

| Business Unit | ACD Switch | # Agents | # Mgmt. Staff | Web Monitor & Reports | EA & TRR | WPA | Convergence | Est. Monthly Call Volume | Primary # | Location |
|---------------------|---------------|----------|---------------|-----------------------|----------|-----|-------------|--------------------------|------------------------|----------|
| UC Local Ops | | | | | | | | | | |
| Akron CC | GODJ/ GODO | 46 | 5 | | ✓ | ✓ | ✓ | 118123 | 877-644-5627 Opt. 1 | |
| Cincinnati CC | GODJ/ GODO | 41 | 7 | | ✓ | ✓ | ✓ | 118123 | 877-644-5627 Opt. 1 | |
| Columbus CC | GODJ/ GODO | 53 | 6 | | ✓ | ✓ | ✓ | 118123 | 877-644-5627 Opt. 1 | |
| Dayton CC | GODJ/ GODO | 34 | 7 | | ✓ | ✓ | ✓ | 118123 | 877-644-5627 Opt. 1 | |
| Lorain CC | GODJ/ GODO | 35 | 4 | | ✓ | ✓ | ✓ | 118123 | 877-644-5627 Opt. 1 | |
| Toledo CC | GODJ/ GODO | 40 | 7 | | ✓ | ✓ | ✓ | 118123 | 877-644-5627 Opt. 1 | |
| Bridgeport PC | GODJ | 14 | 3 | ✓ | | ✓ | | 3308 | 866-249-0028 | |
| Canton PC | GODJ | 34 | 5 | ✓ | | ✓ | | 6570 | 866-768-0022 | |
| Mansfield PC | GODJ | 36 | 5 | ✓ | | ✓ | | 8064 | 866-849-0029 | |
| Painsville PC | GODJ | 20 | 3 | ✓ | | ✓ | | 3642 | 866-546-0012 | |
| Reno PC | GODJ | 20 | 3 | ✓ | | ✓ | | 4095 | 866-867-0044 | |
| Richmond Heights PC | GODJ | 46 | 6 | ✓ | | ✓ | | 11331 | 866-576-0006 | |
| Youngstown PC | GODJ | 47 | 6 | ✓ | | ✓ | | 13445 | 866-221-0558 | |
| Zanesville PC | GODJ | 15 | 3 | ✓ | | ✓ | | 4182 | 866-217-0008 | |
| Bowling Green PC | GODO | 20 | 4 | ✓ | | ✓ | | 4865 | 800-589-2799 | |
| Chillicothe PC | GODO | 24 | 5 | ✓ | | ✓ | | 3179 | 866-244-0399 | |
| Fort Loramie PC | GODO | 31 | 5 | ✓ | | ✓ | | 7339 | 866-541-0187 | |
| Ironton PC | GODO | 12 | 2 | ✓ | | ✓ | | 2830 | 888-582-0170 | |
| Jackson PC | GODO | 14 | 3 | ✓ | | ✓ | | 3918 | 866-731-0014 | |
| Lima PC | GODO | 22 | 5 | ✓ | | ✓ | | 5342 | 866-272-0118 | |
| Sherwood PC | GODO | 14 | 2 | ✓ | | ✓ | | 3597 | 888-582-0145 | |
| Tiffin PC | GODO | 23 | 3 | ✓ | | ✓ | | 5102 | 866-472-0003 | |

| | Business Unit | ACD Switch | # Agents | # Mgmt. Staff | Web Monitor & Reports | EA & TRR | WPA | Convergence | Est. Monthly Call Volume | Primary # | Location |
|-------------------------|----------------------|---------------|----------|---------------|-----------------------|----------|-----|-------------|--------------------------|----------------------------------|-------------------|
| UC Workforce Dev | | | | | | | | | | | |
| | SCOTI | GODO | 10 | 3 | ✓ | ✓ | | ✓ | 2135 | 888-385-2588 | 4020 |
| | Ohio Workforce Dev | GODO | 130 | 15 | ✓ | | ✓ | | N/A | 888-296-7541 | 4020 |
| UC – Other | | | | | | | | | | | |
| | Trade | GODO | 35 | 5 | | ✓ | ✓ | ✓ | 2097 | 866-288-0989 | 4020 |
| | Redet | GODO | 38 | 5 | | ✓ | ✓ | ✓ | 5831 | 866-574-0015 | 4020 |
| | Special Claims | GODO | 55 | 4 | | ✓ | ✓ | ✓ | 776 | 866-458-0007 | 4020 |
| | UC Tax | GODJ | 148 | 17 | ✓ | ✓ | ✓ | | 17727 | 888-284-9060 | 4020 |
| OCS | | | | | | | | | | | |
| | CICC | GODJ | 10 | 2 | ✓ | | ✓ | | 8309 | 800-686-1556 | State Tower |
| OCF | | | | | | | | | | | |
| | OCF HD | GODJ | 8 | 2 | ✓ | | ✓ | | 2992 | 866-886-3537 Opt 4 | 255 |
| | FACSIS / SACWIS | GODJ | 16 | 2 | ✓ | | ✓ | | 140 | 800-686-1580 Opt 3 → Opt 5 | 4200 |
| OFS | | | | | | | | | | | |
| | TANF | GODJ/ GODO | 9 | 1 | | | | ✓ | 1748 | 866-244-0071 | 4020 |
| | County TA HD | GODJ | 12 | 2 | ✓ | | ✓ | | 84 | 866-886-3537 Opt 6 | Various |
| | CRIS-E/e-ICMS HD | GODJ | 7 | 1 | ✓ | | ✓ | | 562 | 888-236-6316 | 4200 |
| MIS | | | | | | | | | | | |
| | EDI Support HD | GODO | 6 | 1 | ✓ | | ✓ | | 440 | 877-225-2334 | 4200 |
| OHP | | | | | | | | | | | |
| | Provider Asst/Enroll | GODJ | 32 | 12 | ✓ | ✓ | ✓ | | 23036 | Transfer points from IVR only | 255 |
| ORAA | | | | | | | | | | | |
| | ORAA HD | GODO | 40 | 1 | ✓ | | | | 920 | 800-627-8133 | 4020 |
| | State Hearings | GODO | 19 | 5 | ✓ | | | | 987 | 866-635-3748 | 150 E. Gay St. |

*Location: 4200 & 4020 refers to ODJFS' address on E. 5th Avenue, 255 refers to 255 E. Main Street, and State Tower refers to the Rhodes State Office building at 30 East Broad Street. All these locations are in Columbus, Ohio.

The largest ACD user group is UC, comprised of six (6) call centers located in Columbus, Toledo, Dayton,

Cincinnati, Akron, and Lorain and 16 processing centers located throughout Ohio. UC also has several smaller groups such as UC Tax, and Trade and Special Claims all of which are located within Columbus campus buildings. The UC Call Centers support the delivery of Unemployment Compensation Benefits for Initial Claims, Continued Claims, and General and Specific Claim Information.

The other departments that use the ACD system are all located within the Columbus campus buildings only, though a few have several off-site agents (such as the County Technical Assistance Help Desk [TA HD]) using the Web Powered Agent ("WPA") client from remote State offices.

Most of the ACD agents and supervisors utilize WPA for logging into the Aspect Spectrums and establishing their voice path. However, there are still a small number of groups that use Aspect Convergence software for the same purpose. These groups will ultimately migrate to WPA. The UC Local Operations call centers will continue to keep Convergence as a backup in the event of trouble with WPA.

The UC group supervisors and command center staff utilize Aspect Enterprise Administrator ("EA") and Enterprise Reports ("ER") software clients at each desktop. The remainder of the ACD groups utilize web-based versions of these applications (i.e. Web Monitor & Web Reports).

The Nortel Succession System (81C) at the SOCC connects to the Nortel Succession 1000s PBXs at each of the six (6) Call Centers and 16 processing centers via two (2) to six (6) T1s for each switch to switch connection. These discrete T1s are used for ACD voice connectivity, predictive dialer services, voice mail on the Nortel Succession 1000M PBX and least cost routing between networked sites. There are also three (3) Regional Offices that are integrated similarly, though there is no ACD presence. In addition, all sites have ISDN PRI circuits and POTS lines to the local PSTN cloud. A long distance Qwest point of presence has been installed at the SOCC which has enabled ODJFS to route all long distance calls from all sites via this path at a very cheap rate per minute. In addition, each site has ISDN PRI circuits and POTS lines to the local PSTN cloud.

The ACD groups which are located at the 4020 E. 5th Avenue location have a Nortel CS1000-E VoIP PBX that is used for connectivity back to the SOCC and the ACD by way of T1 connections back to the Nortel Succession (81C), very much like the other centers.

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

The core of the ACD enterprise system is comprised of two (2) Aspect Spectrum ACD switches (GODJ and GODO) running software release version 10.0.C which supports approximately 19 servers, located at the SOCC. The ACDs have approximately 149 Qwest multi-diversity routed T1s (to GODJ and to GODO) coming in from the PSTN used for all ACD and IVR inbound calls as well as some outbound calls made by the agents. There are a total of approximately 30 T1 tie lines between the ACD switches used for overflow of calls and simultaneous queuing between the two Spectrums. There are approximately 37 T1 tielines from the ACDs to the Nortel Succession (81C) core PBX for establishing voice paths back to all agents and for internal, least cost routing, and calls to other Nortel PBX sites made by ACD agents. Additional connectivity is maintained for ancillary systems through tielines and transaction links.

The following software components are used to run the following applications and are an integral part of the overall ACD system:

- Rockwell ICS (2)
- RMS III (2)
- Enterprise Simulator
- Enterprise Data Mart ("EDM")
- Enterprise Reports ("ER") (2)

- Reports Web View
- Enterprise Platform (“EP”) (2)
- Enterprise Web Monitor (2)
- Web Powered Agent (“WPA”) (6)

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

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

The NICE Quality Monitoring system was configured to passively tap all of the Qwest circuits into the ACD. At present, only the UC Local Ops call center agents are loaded into the NICE system and are monitored on a random basis for quality monitoring and training purposes. This system allows for the live monitoring and/or recording of voice as well as agent screens while they are on an ACD call. The NICE system has two call logging servers, each with one transaction link connection to either GODO or GODJ. There is no further integration of the two systems. The Contractor is not required to maintain the NICE Quality Monitoring system, it is supported through another contract, however the Contractor is required to support the integration, i.e., transaction links, of the NICE system to the Aspect environment.

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

Campus Phone Systems– Enterprise Statewide Telephone System

In addition to the already integrated sites outlined above, ODJFS is in the process of integrating all the remaining ODJFS Columbus Campus offices and business units. These remaining units currently use Centrex or other telephone and ACD systems and will be integrated onto the Enterprise Statewide Telephone System using VoIP technologies and the ODJFS Aspect ACD. Several sites are completed or in process: 4020 East Fifth Avenue is completed, 4200 East Fifth Ave and the Lazarus building, located at 50 W. Town Street, Columbus, are in process, 145 South Front Street is in the future. The completed or in process locations have Nortel CS1000 systems.

ODJFS has spent the last several years retrofitting their IP Network Infrastructure to accommodate a Quality of Service (“QoS”) enabled Converged Network model for the purposes of cost savings, increasing network reliability/availability, simplifying security and positioning themselves to quickly deploy computer telephony applications. Currently ODJFS has migrated the majority of their 100 video conferencing sites to this Converged Network yielding substantial cost savings as well as increased reliability, flexibility, scalability and quality. The old, separate Video Conferencing Network, with its

separate bandwidth and support considerations, will soon be eliminated. The current voice network environment is in a transitional state. With the installation of VoIP at the ODJFS Air Center 4020 facility in early 2006, the process of migrating all voice applications to the Converged Network began.

ODJFS installed a Nortel CS1000E system with two CS1000T stacks into their 4020 E. Fifth Avenue facility in January 2006. This system is currently supporting 1200 IP phones. The CS1000T stacks interface these IP phones to ODJFS's ESN (SOMACS network) as well as the PSTN. This site also has a Nortel Call Pilot used for voice mail and a Nortel MCS5100 used for bridging services. There are over 50 separate servers, communicating via IP over Cisco Ethernet switches that make up this single phone switch.

ODJFS is in the process of extending this Nortel VoIP technology to all facilities within the Air Center, starting with the 4200 facility in late 2006. Additionally, an almost identical Nortel CS1000E system with 50 servers is being installed at the new Lazarus facility in January 2007. This system will be extended to other campus locations (i.e. 145 South Front Street) when it is completed.

The core Nortel 81C PBX at the SOCC consists of eight (8) network groups, five (5) columns and twenty-three (23) modules and is currently running software version 4.5. The PBX has been IP enabled to facilitate the migration of ODJFS sites from the SOMACS TDM network to the ODJFS converged network. IP enabling the Nortel 81c at the SOCC allows the migration of voice applications from the TDM network to the converged network.

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

Office of Child Support (“OCS”)

IVR: 1-800-860-2555 Volume: ~1,000,000 calls / mo.

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

The OCS IVR/VRU and Web applications provide county information, child support case/order payment & balance information (including the amount and date of the last payment), current balances, arrearage balances and total balances seven days per week, 24 hours per day. This data is retrieved from a database cluster which receives scheduled weekday updates and weekly full builds from the Support Enforcement Tracking System (“SETS”) mainframe application via the FTP software, ConnectDirect™. Functionality has been built into the IVR/VRU/Web applications to allow authorized OCS staff the ability to change pre-recorded agency information in the IVR application and daily messages in the IVR and Web applications. The user community of the application includes those individuals who either pay or receive child support in Ohio and includes English, Spanish, and TDD callers/users. The Web application is only in English at this time. Office of Child Support has 14 T1s connected to the Qwest network.

Ohio Health Plans (“OHP”)

IVR: 1-800-686-1516 Volume: ~300,000 / mo.

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

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

IVR: 1-877-644-6562 Volume: ~675,000 / mo.

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

Unemployment Compensation (“UC”) Tax

IVR: 1-866-448-2829 Volume: 10,000 / mo.

The purpose of the UC Tax IVR application is to provide employers the ability to submit Employer's Contribution and Wage Reports and respond to Taxable Wage letters for UC Tax overpayment. The application is offered in English, Spanish, and TDD. The IVR utilizes a database cluster for collecting and communicating data. The source data for the database cluster is acquired from the UC Tax Unisys Mainframe System through automatic import processes which receive the data via scheduled daily FTP processes. The wage and overpayment information that is collected through the IVR is saved on the database cluster, exported and pulled via FTP by ODJFS staff. This IVR application will need modified to integrate with the new Employer Resource Information Center (“ERIC”) system which is replacing the current Unisys Mainframe System. UC Tax has two (2) T1s connected to the Qwest network

Unemployment Compensation Review Commission (“UCRC”)

IVR: 1-866-833-8272 Volume: 7,000 / mo.

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

Hot Site Environment

The current Hot Site is located in Cincinnati, Ohio, at a First Data Government Solutions (“FDGS”) data facility. At this time, the Hot Site only provides support for the OCS and OHP applications. In the event the OCS and/or OHP applications are unavailable in the production environment (due to maintenance, implementations, or outages), calls are rerouted in the Qwest network to the trunks at the Hot Site. The applications function in the same manner as those in production. There is no current Web functionality for the OCS Payment Status Web application. OCS has 14 T1s and OHP has nine (9) T1s connected to the Qwest network for the Hot Site facility. Qwest Take Back and Transfer (“TnR”) is provisioned for the OHP Hot Site IVR.

Mandatory Criteria. This table lists the RFP’s mandatory requirements. If the offeror’s Proposal meets all the mandatory requirements, the offeror’s Proposal may be included in the next part of the technical evaluation phase.

| Mandatory Requirements | Reject | Accept |
|---|--------|--------|
| At least two references where the offeror designed, implemented, and maintained a voice over IP/converged system and IP telephony system of at least 500 stations within the last 48 months. | | |
| At least one reference where the offeror designed, implemented, and maintained a voice over IP/converged system and IP telephony system in a distributed and integrated architecture of at least five locations. A network diagram must be included to demonstrate the topology of the requirement. | | |

Calendar of Events. The schedule for the RFP process and Project is given below. The State may change this schedule at anytime. If the State changes the schedule before the Proposal due date, it will do so through an announcement on the State Procurement Website's question and answer area for this RFP. The Website announcement will be followed by an amendment to this RFP, also available through the State 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 Project 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: June 11, 2007
 Inquiry Period Begins: June 11, 2007
 Pre-Proposal Conference Date: June 26, 2007 at 10:00 a.m.
 Inquiry Period Ends: July 3, 2007 at 8:00 a.m.
 Proposal Due Date: July 17, 2007 at 11:00 a.m.

Estimated Dates

Award Date: September 18, 2007

Estimated Project Dates

Project Work Begins: October 11, 2007

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

PART TWO: STRUCTURE OF THIS RFP

Organization. This RFP is organized into five parts and has eleven attachments. The parts and attachments are listed below. There also are 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 Project Requirements and Special Provisions
- Attachment Three Requirements for Proposals
- Attachment Four General Terms and Conditions
- Attachment Five Sample Contract
- Attachment Six Sample Deliverable Submittal and Acceptance (Deliverable Sign-Off Form)
- Attachment Seven Contractor Performance Form
- Attachment Eight Offeror Profile Summary
- Attachment Nine Personnel Profile Summary
- Attachment Ten System Development Life Cycle Overview
- Attachment Eleven Cost Summary

Supplements:

- Supplement One W-9 Form
- Supplement Two Interim Deliverable Agreement Format
- Supplement Three Architecture Diagrams
- Supplement Four Sample Reports
- Supplement Five Facility Locations
- Supplement Six Parts List
- Supplement Seven Bay Faces
- Supplement Eight Standard Operating Procedures
- Supplement Nine Post Implementation and Outage Communication Plans

PART THREE: GENERAL INSTRUCTIONS

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

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

Procurement Representative:

Maria Roberts
Acquisition Analyst
Office of Information Technology
Acquisition Management Office
30 East Broad Street, 39th Floor
Columbus, Ohio 43215

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

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

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

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

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

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

Pre-Proposal Conference. The State will hold a Pre-Proposal Conference on June 26, 2007 at 10:00

a.m., in the Multi-Purpose Room of the Rhodes Tower, located off the lobby, 30 E. Broad Street, Lobby Level, 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.

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 Proposals due date, 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 interests. 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 ten complete and signed copies (one original and nine copies) of the technical section of the Proposal, and the package with the cost section also must be sealed and contain five complete and signed copies (one original and four copies) of the cost section of the Proposal. Further, the offeror must mark the outside of each package with either "Enterprise Telephony System Enhancement and Support Project RFP – Technical Proposal" or "Enterprise Telephony System Enhancement and Support 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 11:00 a.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:

Office of Information Technology
Contract Management Bid Room
30 East Broad Street, 40th Floor
Columbus, Ohio 43215

The State may reject any Proposals or unsolicited modifications that 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 Ohio Building Authority has stationed x-ray equipment on the Rhodes Tower loading dock and uses it to x-ray in-coming deliveries and mail. Loading dock hours are from 7:00 am to 5:00 pm, Monday through Friday, excluding State holidays. No deliveries will be accepted before or after these hours without prior arrangements. Further, all deliveries to Rhodes Tower must be made through the loading dock, where they will be scanned and tagged. Any visitors attempting to bring packages through the Rhodes Tower lobby that cannot be opened for inspection will be redirected to the loading dock to have their packages scanned and tagged. Offerors must allow sufficient time for this additional security process, 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 that 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 that it is not subject to an unresolved Finding under Section 9.24 at the time of its submission. The offeror also warrants that it will notify the Office of Information Technology 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 that it believes is not in its interests 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 that offerors submit will become the property of the State and may be returned only at the State's option. Offerors should not include any proprietary information in a Proposal or other material submitted as part of the evaluation process, because the State will have the right to use any materials or ideas submitted in any Proposal without compensation to the offeror. Additionally, 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 that it is in the State's interests and will not cause any material unfairness to other offerors.

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

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

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

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

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

PART FOUR: EVALUATION OF PROPOSALS

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

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

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

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

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

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

Corrections and clarifications must be completed off State premises.

Initial Review. The Procurement Representative will review all Proposals for their format and completeness. The State normally rejects incomplete or incorrectly formatted Proposals, though the State 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 interests. Further, if the Auditor of State does not certify a Proposal due to lateness, the State will not open it. After the initial review, the State will forward all timely, complete, and properly formatted Proposals to an evaluation team, which the Procurement Representative will lead.

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

The State also may have the Proposals or portions of them reviewed and evaluated by independent third parties or various State personnel with experience that relates to the work or to a criterion in the evaluation process. Additionally, the State may seek reviews from end users of the Project or the advice or evaluations of various State personnel that have subject matter expertise or an interest in the Project. 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 that 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 and 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.

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 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 interests, 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 that 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 that 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 that ranked lower than the rejected Proposal.

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

If the State finds that 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;
- Show the features and functions of its proposed hardware, software, or solution; 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.

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 that 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 that it determines is not responsible or that has proposed candidates or subcontractors to work on the Project 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 Project. 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 that 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 Project 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 that an offeror submit audited financial statements for up to the past three years, if the State is concerned that an offeror may not have the financial ability to carry out the Contract. Also, the State may consider financial information other than the information that this RFP requires as part of the offeror's Proposal, such as credit reports from third-party reporting agencies.

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

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

If the State decides to negotiate simultaneously with more than one offeror, or decides that negotiations

with the top-ranked offeror are not satisfactory and therefore negotiates with one or more of the lower-ranking offerors, the State then will determine if an adjustment in the ranking of the offerors with which it held negotiations is appropriate based on the negotiations. The Contract award, if any, then will be based on the final ranking of offerors, as adjusted.

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

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

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

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

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

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

Negotiated changes will be reduced to writing and become a part of the Contract file, which will be available for public inspection after award of the Contract or cancellation of the RFP. 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 and seek such other remedies as may be available in law or in equity.

State Term Schedule. It is the State's intention to use this Contract as a basis for a State Term Schedule ("STS"). The Contractor is required to negotiate and enter into a State Term Schedule Contract with the State for hardware and software required by ODJFS for this project. Supplement Six is a parts list that contains a listing of all hardware and software currently in use by ODJFS for the current telephony applications. The Contractor must provide pricing for all the items contained on the parts lists with its State Term Schedule submission. The Contractor agrees that as new technology becomes available, the STS will be updated with the products and services required by ODJFS. The requirements for submission and the terms and conditions for State Term Schedule Contracts can be found at the following web site: <http://www.procure.ohio.gov/proc/ContractsSTS3.asp>

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 Project is in its best interests and has not changed the award date.

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

Included with this RFP, as Attachment Five, is a sample of the Contract for the RFP. The State will issue two originals of the Contract to the Contractor proposed for award. That 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 ten business days after the State issues a purchase order under the Contract. If the State awards a Contract pursuant to this RFP, and the Contractor is unable or unwilling to begin the work within the time specified above, the State may cancel the Contract, effective immediately on notice to the Contractor. The State then may return to the evaluation process under this RFP and resume the process without giving further consideration to the originally selected Proposal. The State also may seek such other remedies as may be available to the State in law or in equity for the selected offeror's failure to perform under the Contract.

Contract. If this RFP results in a Contract award, the Contract will consist of this RFP, including all attachments, Interim Deliverable Agreements, written amendments to this RFP, the Contractor's accepted Proposal, and written, authorized amendments to the Contractor's Proposal or Interim Deliverable Agreement. 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. This RFP, as amended and redefined by the Interim Deliverable Agreements;
2. The documents and materials incorporated by reference in the RFP;
3. The Contractor's Proposal, as amended, clarified, and accepted by the State; and
4. The documents and materials incorporated by reference in the Contractor's Proposal.

Notwithstanding the order listed above, change orders, Interim Deliverable Agreements and Contract and Interim Deliverable Agreement 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 Office of Information Technology must sign any Interim Deliverable Agreement, change order or amendment under the Contract.

ATTACHMENT ONE: EVALUATION CRITERIA

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

| Mandatory Requirements | Reject | Accept |
|---|--------|--------|
| At least two references where the offeror designed, implemented, and maintained a voice over IP/converged system and IP telephony system of at least 500 stations within the last 48 months. | | |
| At least one reference where the offeror designed, implemented, and maintained a voice over IP/converged system and IP telephony system in a distributed and integrated architecture of at least five locations. A network diagram must be included to demonstrate the topology of the requirement. | | |

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

| Criteria | | | | | |
|---|--------|---------------|-------|---------|-----------------|
| Offeror Mandatory Requirements | Weight | Does Not Meet | Meets | Exceeds | Greatly Exceeds |
| At least two references where the offeror designed, implemented, and maintained a voice over IP/converged system and IP telephony system of at least 500 stations within the last 48 months. | 300 | Reject | 5 | 7 | 9 |
| At least one reference where the offeror designed, implemented, and maintained a voice over IP/converged system and IP telephony system in a distributed and integrated architecture of at least five locations. A network diagram must be included to demonstrate the topology of the requirement. | 300 | Reject | 5 | 7 | 9 |
| Offeror Requirements | Weight | Does Not Meet | Meets | Exceeds | Greatly Exceeds |
| At least two (2) references within the last sixty (60) months where the offeror performed planning, designing, and implementing a distributed and integrated multi-site Enterprise Nortel Telephone System. The experience described must include all of the following: <ul style="list-style-type: none"> • Hardware/software designs, • Voice Circuit/Network design (data, voice, video) - Bandwidth requirements and analysis - Failover - Fault tolerance - Capacity Planning - Load balancing - High availability • Display/Real time/Reporting | 250 | 0 | 5 | 7 | 9 |

| | | | | | |
|--|---------------|----------------------|--------------|----------------|------------------------|
| <ul style="list-style-type: none"> Data Definitions and Test Plans Enterprise topology design documentation <p>One of the projects must be of similar topology and complexity as defined in the RFP. A network diagram must be included to demonstrate the requirement of similar topology and complexity.</p> | | | | | |
| <p>At least two (2) references within the last sixty (60) months where the offeror managed, maintained, and operated for a total of 12 months:</p> <ul style="list-style-type: none"> A distributed and integrated multi-site Enterprise Nortel Telephone System and a NOC and helpdesk with state of the art IP based monitoring tools and helpdesk software <p>One of the projects must be of similar topology and complexity as defined in the RFP. A network diagram must be included to demonstrate the requirement of similar topology and complexity.</p> | 300 | 0 | 5 | 7 | 9 |
| <p>Minimum of two (2) projects of similar topology and complexity scope that included defining, meeting and reporting on customer defined SLAs and service level metrics in an integrated Enterprise Telephone environment for the offeror. A network diagram must be included to demonstrate the requirement of similar topology and complexity.</p> | 190 | 0 | 5 | 7 | 9 |
| Offeror Desirable Experience | Weight | Does not Meet | Meets | Exceeds | Greatly Exceeds |
| The offeror is an existing VAR with Nortel. Provide evidence VAR authorization with Nortel. | 100 | 0 | 5 | 7 | 9 |
| Offeror or Subcontractor Requirements | Weight | Does Not Meet | Meets | Exceeds | Greatly Exceeds |
| <p>Describe any offeror and/or subcontractor experience with the following technologies in an enterprise telephone system environment:</p> <ul style="list-style-type: none"> VoIP, QoS, Convergence, IP Based, Unified Communication, Wireless, Network Aware Window Server 2003 SNMP, SIP, Active Directory, H323 | 300 | 0 | 5 | 7 | 9 |

| Staffing Requirements | Weight | Does not Meet | Meets | Exceeds | Greatly Exceeds |
|--|---------------|----------------------|--------------|----------------|------------------------|
| Contract Administrator Requirements - Propose ONE By Name | | | | | |
| Minimum twenty-four (24) months managing telecommunication contracts, including project scope and pricing of fixed price deliverables in projects of similar topology and complexity as defined in this RFP. A network diagram must be included to demonstrate the requirement of similar topology and complexity. | 70 | 0 | 5 | 7 | 9 |
| Minimum twenty-four (24) months experience invoicing, placing and tracking orders and product availability in projects of similar topology and complexity as defined in this RFP. A network diagram must be included to demonstrate the requirement of similar topology and complexity. | 70 | 0 | 5 | 7 | 9 |
| The candidate must have been an employee of the Prime Contractor for a minimum of twelve (12) months. | 35 | 0 | 5 | 7 | 9 |
| PBX Project / Technical Lead Requirements- Propose ONE By Name | Weight | Does not Meet | Meets | Exceeds | Greatly Exceeds |
| Minimum one (1) project designing, implementing, and supporting a distributed, integrated, multi-site enterprise PBX/Telephony system of similar topology and complexity as defined in this RFP. A network diagram must be included to demonstrate the requirement of similar topology and complexity. | 85 | 0 | 5 | 7 | 9 |
| Minimum twelve (12) months engineering and design experience with a distributed, integrated, multi-site Nortel enterprise telephone system of similar topology and complexity as defined in this RFP. A network diagram must be included to demonstrate the requirement of similar topology and complexity. | 85 | 0 | 5 | 7 | 9 |
| Experience as a lead technician on a minimum of one project utilizing a standard systems development life cycle and project management methodologies (i.e., managing to work plans, status reporting, etc.). | 35 | 0 | 5 | 7 | 9 |
| Minimum twelve (12) months experience developing and implementing test plans for enhancements to the PBX/Telephony environment of similar topology and complexity as defined in this RFP. A network diagram must be included to demonstrate the requirement of similar topology and complexity. | 35 | 0 | 5 | 7 | 9 |
| Minimum twelve (12) months engineering and design experience in IP based, VoIP, QoS, VXML in PBX/Telephony environments. | 30 | 0 | 5 | 7 | 9 |

| | | | | | |
|--|---------------|----------------------|--------------|----------------|------------------------|
| Minimum twelve (12) months experience in capacity planning, performance management, and systems tuning for PBX/Telephony projects similar in topology and complexity as defined within this RFP. A network diagram must be included to demonstrate the requirement of similar topology and complexity. | 35 | 0 | 5 | 7 | 9 |
| Desirable Experience | | | | | |
| Formal training or certifications in any or all of the following: <ul style="list-style-type: none"> • Cisco • Nortel • VXML • VoIP Provide copies of completion certificates or other evidence of the training. | 30 | 0 | 5 | 7 | 9 |
| PBX Design Development Specialist Requirements- Propose ONE By Name | Weight | Does not Meet | Meets | Exceeds | Greatly Exceeds |
| Minimum twelve (12) months experience defining and documenting business requirements in a large scale PBX/Telephony environment similar in topology and complexity as defined in this RFP. A network diagram must be included to demonstrate the requirement of similar topology and complexity. | 85 | 0 | 5 | 7 | 9 |
| Minimum twelve (12) months experience working with customers to identify and develop benchmarks, test plans and scripts and protocols. | 42 | 0 | 5 | 7 | 9 |
| Minimum twelve (12) months design and development experience with a distributed, integrated, multi-site Nortel enterprise telephone system. | 85 | 0 | 5 | 7 | 9 |
| Minimum twelve (12) months experience developing, implementing, and conversion planning in a multi-vendor PBX/Telephony environment. | 42 | 0 | 5 | 7 | 9 |
| Minimum twelve (12) months experience testing PBX/Telephony applications, including unit, system, network, and user acceptance testing. | 42 | 0 | 5 | 7 | 9 |
| Desirable Experience | | | | | |
| Formal training or certifications in any or all of the following: <ul style="list-style-type: none"> • Cisco • Nortel • VXML • VoIP Provide copies of completion certificates or other evidence of the training. | 30 | 0 | 5 | 7 | 9 |

| PBX Programmer / Developer Requirements- Propose ONE By Name | Weight | Does not Meet | Meets | Exceeds | Greatly Exceeds |
|---|---------------|----------------------|--------------|----------------|------------------------|
| Minimum twelve (12) months experience programming in a Nortel PBX/Telephony environment similar in topology and complexity as defined in this RFP. A network diagram must be included to demonstrate the requirement of similar topology and complexity. | 125 | 0 | 5 | 7 | 9 |
| Minimum twelve (12) months experience with PBX/Telephony scripts, testing (including unit, systems, network, and user acceptance testing), and change control for projects of similar topology and complexity as defined in this RFP. A network diagram must be included to demonstrate the requirement of similar topology and complexity. | 80 | 0 | 5 | 7 | 9 |
| Desirable Experience | | | | | |
| Formal training or certifications in any or all of the following: <ul style="list-style-type: none"> • Cisco • Nortel • VXML • VoIP Provide copies of completion certificates or other evidence of the training. | 30 | 0 | 5 | 7 | 9 |
| PBX Subject Matter Expert Requirements- Propose ONE By Name | Weight | Does not Meet | Meets | Exceeds | Greatly Exceeds |
| Minimum two (2) projects experience operating, designing, implementing, and supporting a distributed, integrated, multi-site enterprise PBX/Telephony system. The experience described must include all of the following: <ul style="list-style-type: none"> • Bandwidth requirements and analysis, • Failover, • Fault tolerance, • Capacity Planning, • Load balancing, and • High availability. One of the projects must be of similar topology and complexity as defined in the RFP. A network diagram must be included to demonstrate the requirement of similar topology and complexity. | 85 | 0 | 5 | 7 | 9 |
| Describe any experience with the following technologies in a PBX/Telephony environment: <ul style="list-style-type: none"> • VoIP, QoS, Convergence, IP Based, Unified Communication, Wireless, Network Aware | 85 | 0 | 5 | 7 | 9 |

| | | | | | |
|--|---------------|----------------------|--------------|----------------|------------------------|
| <ul style="list-style-type: none"> • VXML • SNMP, SIP, H323 • SAN Windows Server 2003 | | | | | |
| Minimum twelve (12) months experience with a distributed, integrated, multi-site Nortel enterprise telephone system. | 85 | 0 | 5 | 7 | 9 |
| Desirable Experience | | | | | |
| Formal training or certifications in any or all of the following: <ul style="list-style-type: none"> • Cisco • Nortel • VXML • VoIP Provide copies of completion certificates or other evidence of the training. | 30 | 0 | 5 | 7 | 9 |
| PBX Dedicated Maintenance / Project Technician Requirements- Propose ONE By Name | Weight | Does not Meet | Meets | Exceeds | Greatly Exceeds |
| Minimum twelve (12) months experience supporting and administering a distributed, integrated, multi-site enterprise Nortel telephone system. Support and administration includes, but is not limited to hardware and software break-fix, hardware and software version control and management, report management and distribution, MAC activities, and switch programming changes. | 85 | 0 | 5 | 7 | 9 |
| Minimum twelve (12) months experience supporting and administering Leased Voice Circuits (T1, DS3, OC3, CSU/DSU, etc.) and associated trunk cards, framing, signaling. | 35 | 0 | 5 | 7 | 9 |
| Minimum twelve (12) months experience maintaining software, hardware and operating systems designs including identification of software licensing issues, call flows, host, desktop, server, and integration. | 35 | 0 | 5 | 7 | 9 |
| Minimum twelve (12) months experience maintaining multiple network/file transfer protocols including TCP/IP, VoIP, and QoS | 35 | 0 | 5 | 7 | 9 |
| Minimum twelve (12) months experience with a distributed, integrated, multi-site Nortel enterprise telephone system. | 85 | 0 | 5 | 7 | 9 |
| Certification in Nortel Hardware and Software maintenance. Proof of certification must be provided. | 50 | 0 | 5 | 7 | 9 |
| Desirable Experience | | | | | |
| Formal training or certifications in any or all of the following: <ul style="list-style-type: none"> • Cisco • VXML • VoIP | 30 | 0 | 5 | 7 | 9 |

| | | | | | |
|--|--|--|--|--|--|
| Provide copies of completion certificates or other evidence of the training. | | | | | |
|--|--|--|--|--|--|

| Technical Requirements | | | | | |
|---|--------|---------------|-------|---------|-----------------|
| Maintenance and Operational Support of Existing System | | | | | |
| System Maintenance / Monitoring / Failover / Diagnostics | Weight | Does not Meet | Meets | Exceeds | Greatly Exceeds |
| Alarms and Error Conditions | 135 | 0 | 5 | 7 | 9 |
| Maintenance Capabilities | 135 | 0 | 5 | 7 | 9 |
| Maintenance Requiring Outage | 40 | 0 | 5 | 7 | 9 |
| Reporting | | | | | |
| Application Reports | 75 | 0 | 5 | 7 | 9 |
| System Reports | 75 | 0 | 5 | 7 | 9 |
| Help Desk | | | | | |
| Help Desk Support | 85 | 0 | 5 | 7 | 9 |
| Help Desk Performance Metrics | 25 | 0 | 5 | 7 | 9 |
| Problem Escalation/Notification | 50 | 0 | 5 | 7 | 9 |
| Preventative/Routine Maintenance | | | | | |
| Health Checks/Traffic Studies | 60 | 0 | 5 | 7 | 9 |
| System Backup and Archive | 60 | 0 | 5 | 7 | 9 |
| Software/Hardware Upgrades | 60 | 0 | 5 | 7 | 9 |
| Documentation | 20 | 0 | 5 | 7 | 9 |
| Scheduled Outage/Failover Testing | 10 | 0 | 5 | 7 | 9 |
| Ongoing Compatibility & Integration to Ancillary Systems | 75 | 0 | 5 | 7 | 9 |
| Future Technology Support | 25 | 0 | 5 | 7 | 9 |
| Joint State Maintenance | 35 | 0 | 5 | 7 | 9 |
| Dedicated On-site Personnel | 40 | 0 | 5 | 7 | 9 |
| Service Levels | | | | | |
| Systems Availability | 135 | 0 | 5 | 7 | 9 |
| Maximum Time to Recovery (MTTR) | 135 | 0 | 5 | 7 | 9 |
| Monthly Reporting and Invoicing | 50 | 0 | 5 | 7 | 9 |

| Enhancement of Existing Systems | | | | | |
|---|--------|---------------|-------|---------|-----------------|
| System Administration | Weight | Does not Meet | Meets | Exceeds | Greatly Exceeds |
| Moves/Adds, Changes/Limited Modifications | 135 | 0 | 5 | 7 | 9 |
| Joint Administration/State Transition | 35 | 0 | 5 | 7 | 9 |
| Future Technology Integration | | | | | |
| Single Platform, IP Enabled, VXML | 75 | 0 | 5 | 7 | 9 |
| Call Detail Report (CDR) | 25 | 0 | 5 | 7 | 9 |
| Project General Information | | | | | |
| Schedule | 25 | 0 | 5 | 7 | 9 |
| Inventory | 60 | 0 | 5 | 7 | 9 |
| Transition | 200 | 0 | 5 | 7 | 9 |
| Offeror Profile | 40 | 0 | 5 | 7 | 9 |
| Proposed Solution | 40 | 0 | 5 | 7 | 9 |
| Staffing Plan | 40 | 0 | 5 | 7 | 9 |
| Project Plan | 75 | 0 | 5 | 7 | 9 |

| | | | | | |
|--|-----|---|---|---|---|
| Systems Development Life Cycle Overview | 25 | 0 | 5 | 7 | 9 |
| System Requirements Affirmation | 100 | 0 | 5 | 7 | 9 |
| Design | 135 | 0 | 5 | 7 | 9 |
| Development and Testing | 135 | 0 | 5 | 7 | 9 |
| Documentation and Training | 75 | 0 | 5 | 7 | 9 |
| System Deployment and Post-Deployment | 135 | 0 | 5 | 7 | 9 |
| Resource Allocation Plan | 75 | 0 | 5 | 7 | 9 |
| Training Plan | 40 | 0 | 5 | 7 | 9 |
| Future Technology Migration Plan | 75 | 0 | 5 | 7 | 9 |

| Criteria | % | Maximum Points |
|------------------------------------|-------------|-----------------------|
| Offeror/Subcontractor Requirements | 15% | 150 |
| Named Staffing Requirements | 25% | 250 |
| Technical Requirements | 30% | 300 |
| Cost | 30% | 300 |
| Total | 100% | 1000 |

Offeror/Subcontractor Requirements Points = (Offeror's Offeror Mandatory Requirements+Offeror Requirements+Subcontractor Requirements Points / Highest Number of Offeror Mandatory Requirements+Offeror Requirements+Subcontractor Points Obtained) X 150.

Staffing Requirements Points = (Offeror's Staffing Points / Highest Number of Staffing Points Obtained) x 250.

Technical Requirements = (Offeror's Technical Requirements Points / Highest Number of Technical Requirements Points Obtained) x 300

Cost is worth 30 percent of the total points (300).

Total Evaluation Cost Points = (Lowest TEC / Offeror's TEC) x 300.

Total Points = Offeror/Subcontractor Requirements Points + Staffing Requirements Points + Technical Requirements Points + Total Evaluation Cost Points

ATTACHMENT TWO: PROJECT REQUIREMENTS AND SPECIAL PROVISIONS
PART ONE: PROJECT 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 Project (the "Deliverables"). Additionally, it gives a detailed description of the Project's schedule. When the term project or project plan is referenced, unless otherwise specified, it refers to the transition project or transition work plan or the Interim Deliverable Agreement or the project plan required for each Interim Deliverable Agreement.

Scope of Work. Unless a Contractor Project Manager is required for a specific Interim Deliverable Agreement, the State will provide oversight and project management for the entire Project, but the Contractor must manage its staff including subcontractors and tasks under this Contract, including the day-to-day management of its staff. The State will determine when a Contractor Project Manager is required for work described in the Interim Deliverable Agreement. The Contractor must identify State staff needed for the Contractor to meet its obligations under the Contract. Additionally, the Contractor must identify the level of experience or specific subject matter experts needed to complete Contractor tasks. And the Contractor must provide all administrative support for its staff and activities. Throughout the Project, the Contractor must employ ongoing project management techniques to ensure a comprehensive Project Plan is developed, executed, monitored, reported on, and maintained in collaboration with the State's project team.

The Contractor must provide one fulltime functional Contract Administrator throughout the Project lifecycle. The Contractor must employ the proposed Contract Administrator as a regular, fulltime employee on the Proposal submission date and through acceptance of the Project. Additionally, the Contractor's full-time regular employees must perform at least 50% of the work required to complete the Project. The Contractor may use its personnel or subcontractor personnel to meet the remaining 50% of the work.

The Contractor also must propose a system development methodology that is defined, documented, and repeatable.

The State will provide staff, as it deems appropriate, to perform Project monitoring, will participate in quality assurance and configuration management tasks, and will participate in Project reviews. The State's technical staff may assume increasing support roles throughout the Project. The Contractor will provide a Project Manager as deemed necessary by ODJFS through the Interim Deliverable Agreement process.

Transition. The State and Contractor will work together to transition the current project maintenance, support, and project IDA activities to the new Contract during the transition period. Within 14 days after award of the Contract the Contractor must begin execution of its transition plan. The transition effort must be performed during an eight week timeframe. ODJFS prefers a four week transition effort if possible. A weekly status meeting and progress report is required. Two weeks prior to the completion of transition, the Contractor must provide ODJFS with a readiness document substantiating their operational understanding and their ability to assume maintenance and support of the system. This document must also include all activities completed/outstanding and their status, identification of risk areas that may impact business operations, and the status of Contractor, State, and independent testing and verification efforts.

The Contractor must complete the transition effort with minimal disruption to ODJFS' normal business functions during and after the transition timeframe.

The Contractor must review the Maintenance and Operational Support section in this RFP, all supplemental sections for: master-as-built documentation, parts lists, sample reports, site locations, and SOPs, in order to meet the requirements of the transition period. The Contractor must complete the following tasks during the transition phase:

- Provide a Contractor hosted NOC Environment for monitoring all systems, and demonstration of the ability to interpret and respond to all alarms and failure conditions as described in the maintenance section of the RFP;
- Establishment of a Contractor hosted Help Desk staff and tools for ticket management, dispatching, reporting, escalating, and establishing a toll free number;
- Coordinate with State staff for access arrangements, State/SOCC provided background checks, badges, etc. for SOCC and facility access;
- Provide maintenance spares and depot arrangements necessary to meet service level metrics, master-as-builts, and site locations;
- Develop State approved Standard Operating Procedures;
- Provide Contractor personnel trained and competent in performing their respective responsibilities and duties; and
- Provide System availability report and Invoice format finalized and approved by ODJFS.

The State will develop and execute an Operational Readiness Test Plan to measure the Contractor's overall ability to successfully transition the current maintenance and support to the new contract.

MAINTENANCE AND OPERATIONAL SUPPORT OF EXISTING SYSTEM

This section describes the maintenance and operational support work for the existing environment to include all configuration; administration; hardware and software break-fix; updates and upgrades for the hardware architecture, application, operating systems, etc., to ensure serviceability and uptime while minimizing customer impact and system downtime. Full functionality of the entire call center system must be supported as defined in this section.

The core equipment is installed at the SOCC in state provided facilities with environmental and power controls. This structure is Type 1-B construction and on a sub-grade lower level are the buildings' redundant mechanical, electrical and emergency support systems. The facility incorporates a high degree of redundancy in its electrical and mechanical systems to safeguard the continuous operating environment. Computer room air conditioning is accomplished via ninety (90) Liebert dual compressor twenty-ton level 10 units. Physical access is controlled by a Honeywell Card Access system. Any personnel working on-site may be required to undergo a personal background check for access to the SOCC.

The Contractor will have sole responsibility for integrity, interoperability with external systems, dependability, and reliability of the entire telephony system.

The Contractor must provide overall system maintenance, changes and operations, backups, configuration management and equipment maintenance. Any non-routine system maintenance and equipment maintenance, including but not limited to software upgrades will be documented by the Contractor and approved by the State. Contractor must install and maintain servers and associated off-the-shelf software (i.e., operating system, virus protection) provided by the State to support this environment.

The State requires direct access to Contractor technical staff for problem clarification, resolution, escalation, etc.

All equipment and software for the primary and redundant systems are the property of the State.

During the delivery of all maintenance, operational support and future technology development, the Contractor must follow ODJFS internal administrative processes and standards and adhere to all applicable state of Ohio practices, policies, and standards.

System Maintenance/Monitoring/Failover/Diagnostics

Alarms and Error Conditions. The Contractor must provide the ability to generate an alarm and notify service personnel at both the State and Contractor Operations Center in the event of system problems or errors. Any automatic or manual failover to redundant components must be reported. The Contractor must detect, diagnose and report potential and actual troubles and component failures. It is ODJFS' requirement for more robust and State-of-the-Art IP enabled monitoring and reporting. State approved SNMP monitoring must be supported upon completion of the transition period. The Contractor must conform to all industry best practices for monitoring. The Contractor must provide the capability for diagnostic tools to routinely self-administer diagnostic programs.

Maintenance Capabilities. The Contractor must perform remote maintenance outside of the staffed period. The Contractor must monitor all systems 24 hours per day, 7 days per week and conduct on-line, on-demand and routine diagnostics to determine the general status of the systems and their respective applications without interfering with services, including the overall health of the system, i.e., heartbeat health checks at the component level. Remote maintenance must include the ability to fail systems to redundant components. State provided disaster recovery procedures must be tested semi-annually and proven viable.

The Contractor must provide administration and management tools for local and remote monitoring and management of every major component of the system. The maintenance tools must allow for immediate or progressive shutdowns and for shut down of single or multiple telephone lines, processors, applications, or the entire system. The management tool must remain secure from unauthorized users and available to all administrators, concurrently. The management tool must be accessible via remote access.

Immediately upon completion of the transition period, the Contractor must begin accumulating common monitoring statistics. The monitoring and reporting tools must be IP based and support SNMP. The Contractor's NOC must be capable of gathering this data. The tools must integrate with all supported systems and adhere to the Service Level requirements and reporting as defined in this RFP. The Contractor must include the provision to access all systems remotely and to include the capability to conduct on-line, on-demand and routine diagnostics to determine the general status of the PBX systems.

The system must permit automatic scheduling of certain routine tasks at specific intervals. This includes report generation and data collection. A log file must be provided to review activities.

All maintenance staff provided by the Contractor must be trained on the equipment they support.

The Contractor must have a tiered NOC with technical depth to support the environment as defined in this RFP and to support ODJFS as it evolves with future technologies. ODJFS is currently utilizing IP based monitoring and support.

Maintenance Requiring Outage. The Contractor must provide notification two weeks prior to any scheduled maintenance and include details about the nature and timing of the outage in an email or other approved notification method to the ODJFS point of contact, the MIS Project Manager. This notification will then be distributed to the appropriate staff and management teams.

Based on actual call volumes, resource availability, and program area activity, after 9:00 p.m. and before 6:00 a.m. Wednesday or Thursday are specified as optimal times to perform scheduled maintenance.

All efforts should be made to avoid the beginning and ending weeks of the month. FTP import

and export schedules must be considered and rescheduled if necessary prior to performing any maintenance.

Reporting

Application Reports. The Contractor must continue general support for reports reviewed by program staff. The Contractor must also generate ad hoc reports on demand and on a customer-defined schedule. These reports will occur occasionally, any reporting requirements that exceed the ability or capacity of the maintenance FTEs will be defined and completed through the Interim Deliverable Agreement process. Report features and tools must be available on-line, in real time. In addition, historical daily, weekly, monthly, quarterly, and annual reports must be available. Data must be archived and delivered to ODJFS to support offline reporting on a frequency and duration to be defined during the transition period.

Reports must include:

- Traffic and performance reports on a daily, weekly, monthly, quarterly, and annual basis. Data must be archived and delivered to ODJFS to support offline reporting on a frequency and duration to be defined during the transition period;
- Cumulative data to the previous hour at the half-hour; and
- Detailed/summary application reports.

The current reporting system tracks historical and real-time information. This system is capable of creating, saving and printing both standard and customized reports. Monitoring and reporting must continue to include security features to ensure access only by authorized personnel.

Both real time reports and historical reports are required. Historical reports must be available for hourly and half hourly intervals. The proposed system must be capable of displaying reports on a video display terminal in real time or emailing them.

The State may choose to have scheduled reports produced daily, weekly, monthly, quarterly, or annually. The reporting schedule must be included in the Contractor's Standard Operating Procedures and be approved by the State.

System Reports. ODJFS uses IP Monitor and NetIQ real time network monitoring tools. The Contractor must use these or similar tools.

System report information must include downtime (date, time, and impact), system usage (capacity and performance) and system availability (% uptime minus maintenance windows) by application and component. (See sample reports in Supplement Four for specific examples of reporting/monitoring required by the State.) The system must support SNMP and provide IP based reports. Any legacy and annual reporting resulting from system limitations must be identified and verifiable. All reports, including those covered under the Service Level section, must be verifiable and validated. As new technologies are added, all system reports must become automated and IP based.

The system must provide reports identifying potential "hacker" attempts at infiltration. These reports must address security violations.

In addition, the system must support a Recent Change History Report identifying changes made by unauthorized users.

The Contractor must document production impacting outages. ODJFS utilizes a standard

reporting format for these outages, Production Impact Explanation ("PIE"). ODJFS will assist the Contractor with input into the PIE and final completion of any necessary documentation.

Help Desk

Help Desk Support. For trouble reporting, ODJFS requires that help desk staff have a single point of contact through a toll free number and a web site. The State requires direct access to the help desk ticketing system through a web interface for current status on all opened, closed, and pending tickets along with historical information. The ticketing system must be a generally used and standard system that generates reports on-demand, weekly, and monthly. The ticketing system must support CRM and a knowledge base. The ticketing system must have the capability of pre-loading all severity levels, prioritizations and service levels. The ticketing system must send notification using SNMP traps. It is desirable for the ticketing system to automatically open tickets by using SNMP traps, support CTI functionality and have the ability to pre-load ODJFS information in the new ticket. The help desk staff must be trained to understand the ODJFS environment, all of the Contractor's contractual relationships with ODJFS and the Contractor's subcontractors, service level metrics, and architecture.

The system must email and page Contractor and State staff. The help desk staff must dispatch to all technical staff, prime or sub-contractor. The help desk staff and project team must coordinate with the State on all dispatches and on-site visits for any system activities. The State will review all "aging" tickets with the Contractor on a periodic basis to be determined by the State. All tickets must be resolved regardless of severity within 10 days, unless State and Contractor agree to place a ticket in a pending state.

The help desk environment must have documented Standard Operating Procedures ("SOPs") which the State may review at any time. The SOPs must include detailed documentation.

ODJFS MIS currently uses Remedy for its internal ticketing system.

Minimum Help Desk Performance Metrics. The following minimum performance metrics will be invoked following completion of the transition period:

Help Desk Call Answer - The Contractors' Help Desk must answer calls within the following time frames:

- 80% within 30 seconds; and
- 99% within 2 minutes.

The Contractor must provide monthly reports to ODJFS with statistics from their call management system detailing the following:

- Calls Answered;
- Number of Calls;
- Abandoned Calls; and
- Hold Time.

Problem Escalation/Notification. The Contractor must provide ODJFS with an escalation and contingency plan and a list of contacts. The list of contacts must be accurate and up-to-date at all times; the contacts must have adequate control and administrative responsibility to provide ODJFS status updates and resolution in a timely manner. The list must contain alternates, in the event the primary contact is unavailable.

Automatic updates and escalation, both technical and management, are required. Real time alarms and email notification when service levels have not been made is required. When services levels have been missed the Contractor must work jointly with the State to implement the

escalation and contingency plan. The Contractor must provide automatic updates every hour to designated State staff for open issues, unless otherwise specified.

Additionally, during the time of diminished capacity, functionality or outages, the Contractor must develop a contingency plan to reach a satisfactory level of operations until all outstanding issues have been corrected. Post incident, the Contractor must provide the State with a corrective action plan that documents what happened, how it happened, how to avoid a similar situation in the future and lessons learned.

Preventative/Routine Maintenance

Health Checks/Traffic Studies. The Contractor must perform quarterly health checks of all installed systems. Health checks must include but are not limited to software versioning, hardware versioning, software patch identification, routine diagnostics, and capacity and performance planning and testing. A detailed report is required describing the state of the system as defined. The Contractor must perform quarterly traffic studies and provide reports which detail traffic utilization on all trunks provisioned in all systems.

System Backup and Archive. The Contractor must perform day-to-day maintenance and production backup. Backups must be scheduled or performed on demand. The Contractor must develop the system backup procedures for the system. The backup procedures must be documented, tested, and approved by the State. Test results must be reported to the State on a semi-annual basis. Any new systems added must be added to the backup/archive processes.

Software/Hardware Upgrades. The Contractor must keep all software current and perform all necessary hardware and software upgrades. As part of the regular health checks mentioned above and on a regular basis, the Contractor must report on the status of all hardware and software inventories and versions. The Contractor must keep version control documentation and perform necessary upgrades when approved by the State. Hardware and software versions must be kept compatible with all integrated equipment. The Contractor must keep the State apprised of version N, N+1, and N-1 support and assist the State in planning for end of life for any version as it becomes unsupported. If the Contractor is required to perform an upgrade as the result of a State system modification, which requires unanticipated additional effort, the Contractor labor cost will be negotiated via the IDA process.

Documentation. The Contractor must keep updated and current documentation on all systems and procedures. Documentation includes, but is not limited to: bay faces, inventories, Standard Operating Procedures (SOPs), change control requests and logs, architecture diagrams, business and application flow processes, and dial plans (see Supplements for examples).

Scheduled Outage/Failover Testing and Support. The Contractor must support ODJFS during the annual Enterprise Power Outage (EPO) at the SOCC required by the State to test power systems. All systems will need graceful shutdown, restoration, and testing. The outage usually occurs one Sunday per year for approximately 10-12 hours. Coordination of Contractor activities by a single point of contact is required. The Contractor must perform failover testing of redundant components and systems at the States discretion.

Ongoing Compatibility and Integration to Ancillary Systems. The Contractor must keep the ODJFS software release versions and patch installations current with all major ancillary systems (i.e. Lightweight Directory Access Protocol - LDAP, IBM Mainframe, DB2, SQL, etc.) at no additional cost. The Contractor must update all documentation as a result of version upgrades or patch installations. The State reserves the right to determine which version/release the vendor applies and supports.

Future Technology Support. The Contractor must provide support, monitoring, and reporting for all applications currently in use as described by this RFP and for any new or modified applications that

leverage new technology or any technologies that are implemented as a result of system upgrades.

The Contractor must support all voice applications regardless of whether they are on the legacy TDM based voice only network or the new, Converged IP Based (VoIP) Network. The Contractor must support production voice applications as they migrate from the ODJFS TDM ESN to the Converged Network.

Additionally, the Contractor must assist the State in identifying the newer technology to keep the system current with the latest technologies. This would include identification of emerging technology and next generation of the technologies currently in use.

Joint State Maintenance. The State may bring portions of the maintenance in-house, the Contractor must provide knowledge transfer and training to State staff. Training may include, but is not limited to, technical knowledge transfer, hands on and over the shoulder training, and formal training. Any Contractor costs associated with training State staff will be negotiated via the IDA process.

The Contractor must support the desktop environment relative to the current installed products and software, i.e., software clients, etc., at all locations defined in this RFP and any future locations. The Contractor must work with State staff on Novell Application Launcher (NAL) coordination and joint support with State MIS desktop, network, program, mainframe applications, system administrators, network security, and other Contractors, etc., as necessary to ensure full functionality of supported systems. The Contractor may be required to assist on State developed telescripts, application modifications, etc.

Dedicated On-site Personnel. The Contractor must provide a full time qualified technician for the support of the existing environment. This technician will be located at the SOCC contingent upon an approved background check.

The State will provide space as necessary for on-site core component spare parts. The space will be mutually agreed to during the Transition Period.

The mandatory on-site hours for the on-site technician are 7:00 a.m. through 4:00 p.m. Monday through Friday.

The technician must support the service components during the specified times.

The on-site technician must be available for assignment of additional tasks not directly related to the operational support and maintenance of the existing system. These tasks may include but are not limited to: MACs (moves, adds, and changes), announcements and telescript changes, planning, and testing. The on-site technician must be directly accessible to ODJFS MIS Project staff and their designees. All on-site staff must follow Standard Operating Procedures during the delivery of all maintenance and assist and train any newly assigned staff in such procedures.

In the event the Contractor replaces on-site personnel, a written training plan for replacement of personnel must be submitted to the State within ten (10) days to ensure continuity of well qualified and trained staff.

Service Levels

Systems Availability. The Contractor must provide system availability during core hours, unless otherwise specified, apart from approved planned outages or remedial maintenance times. ODJFS core hours are identified in the Maximum Time to Recovery (MTTR) section below. Planned maintenance times requiring service outages must be arranged with ODJFS MIS staff at least two weeks in advance.

System Availability will be calculated as the time that any system service component was

available during core hours divided by the time it was scheduled to be available on a monthly basis. Scheduled availability is the time a service component is scheduled to be available minus planned and prior approved remedial maintenance times. The State requires the current and future system service components be available to Ohio citizens and ODJFS employees 99.45% of the time during core hours.

ODJFS System Service Components are:

- Any Services and Systems at the SOCC;
- Each UC Call Center;
- Each Campus Facility; and
- Each Outlying Office and Processing Center.

Planned maintenance time requiring service outages must be coordinated, and occur during a time agreeable to the ODJFS MIS program clients affected (usually after 9:00 p.m. and before 6:00 a.m. Wednesday or Thursday).

Although System Availability is defined as a percentage, monthly and weekly reporting must also be made in terms of time lost and number of incidents of any hardware, firmware, or software component intermittent or total failure.

The State is implementing Simple Network Management Protocol (“SNMP”) to monitor its’ networks and control processes. The Contractor must maintain and utilize SNMP to proactively manage all hardware and software processes in each system component device that can be monitored for each system service component.

In the event any service component does not meet 100% of the required 99.45% system availability for any month, the Contractor will provide a corrective action plan that clearly describes the cause(s) for the substandard service and a corrective action plan detailing the measures that will be taken to avoid any substandard performance in the future. This corrective action plan will be provided at no additional cost to the State.

If a system service component experiences an outage during non core hours, the system availability calculation will begin at the start of the core hours identified below.

Maximum Time to Recovery (“MTTR”). MTTR is the maximum time a system service component takes to completely and fully recover from a failure. A failure is defined as any interruption in the operation of a service which causes the user to lose service. If the system is restored in a degraded mode, it is not considered to be a complete recovery.

The State does not interpret MTTR to mean the 'maximum time to respond', but rather as the maximum time to recovery. Recovery includes replace, repair, recover and resolve.

The chart below identifies the core hours affecting the MTTR metrics and systems availability.

| Core Hours | | | | | | | |
|--|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| Component(s) | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday |
| PBXs campus and call centers | 6am – 6pm | | |
| PBXs outlying offices and processing centers | 6am – 6pm | | |
| Production Control availability at 4200 E. 5 th Ave | 24 hours daily |

The following two charts describe failures and their associated MTTR by impact to customer and services based on core and non-core hours. The amount of damages assessed for each time the MTTR is not met is identified in attachment 4 of the RFP.

| During Core Business Hours | | | |
|--|-------------|--|---|
| Failure | MTTR | Customer Impact | Status Update via E-mail, Fax or Phone Must be Provided: |
| High Impact– During Core Hours: Services/Systems at SOCC, UC Call Centers, and Campus Facilities | 1 Hour | More than 25% outage of any one group, department , customer base on any service component | Every 30 minutes until resolution. |
| Medium Impact – During Core Hours: Services/Systems at SOCC and UC Call Centers, Campus Facilities | 2 Hours | Between 10% and 25% outage of any one group department, customer base on any service component | Every 60 minutes until resolution. |
| Low Impact - During Core Hours: Services/Systems at SOCC and UC Call Centers, Campus Facilities | 4 Hours | Less than 10% outage of any one group or department, customer base on any service component | Every 60 minutes until resolution. |
| Core Hours: Outlying Offices/Processing Centers | 4 Hours | Any outage of any one group or department, customer base on any service component | Every 60 minutes until resolution. |

If a service component is experiencing outages during non-core hours, and the MTTR extends into core hours, the Contractor must meet the core hour MTTR. For example, a high impact outage occurs at 5:30 am. Since the core hours begin at 6:00 am, the Contractor would have an MTTR of one hour instead of the non-core MTTR of two hours. Alternatively, if a service component is experiencing outages during core hours and the MTTR extends into non-core hours, the Contract must meet the non-core hour MTTR.

| During Non-Core Business Hours | | | |
|---|-------------|--|---|
| Failure | MTTR | Customer Impact | Status Update via E-mail, Fax or Phone Must be Provided: |
| High Impact– During Non Core Hours: Systems at SOCC, UC Call Centers, and Campus Facilities | 2 Hour | More than 25% outage of any one group, department , customer base on any service component | Every 30 minutes until resolution. |
| Medium Impact – During Non Core Hours: Systems at SOCC and UC Call Centers, Campus Facilities | 4 Hours | Between 10% and 25% outage of any one group department, customer base on any service component | Every 60 minutes until resolution. |
| Low Impact During Non Core Hours: Systems at SOCC and UC Call Centers, Campus Facilities | 6 Hours | Less than 10% outage of any one group or department, customer base on any service component | Every 60 minutes until resolution. |
| Non Core Business Hours and Outlying Offices/Processing Centers | 6 Hours | Any outage of any one group or department, customer base on any service component | Every 60 minutes until resolution. |

To ensure availability, the core hours for all service components are extended beyond normal business hours. In general, normal business hours are 7:00 am to 6:00 pm, Monday through Friday excluding official State of Ohio holidays.

The core systems at the SOCC, Campus Facilities and the UC Call Centers are in Columbus and

major metropolitan areas, therefore the MTTR expectations are greater. The processing centers are located mostly in outlying areas throughout Ohio, and the MTTR requirements are more relaxed.

In outlying offices and processing centers, the Contractor may not have access to the site outside of normal business hours. In these cases, the hours of inaccessibility will be added to the MTTR.

Adherence to MTTR requirements will be reviewed weekly and monthly. The State will communicate the nature of the trouble/break-fix request when opening a ticket. The Contractor must not rely on the State for notification of an outage or problem. **MTTR starts at the time of a failure.**

For each occasion a MTTR is not met, the Contractor must provide a corrective action plan that clearly describes the cause(s) for the substandard recovery and a remedial action plan necessary to avoid any substandard recovery in the future. This corrective action plan must be provided at no additional cost to the State.

The Contractor must maintain a spare parts inventory as needed to meet the requirements of this section. Spare parts must be kept current and compatible with the installed systems. The State, at any time, may require the Contractor to adjust this inventory or proximity of parts depots and will negotiate any cost adjustments through the maintenance/IDA contract.

Monthly Reporting and Invoicing. All invoices for monthly maintenance must accurately state the system availability achieved. The Contractor must also provide the following regarding the failure of any system component and MTTR:

- System service component;
- Date and time of failure;
- Date and time to replace, repair, recover, or resolve; and
- Indication of compliance/non-compliance with required MTTR.

The Contractor must provide documentation, whether system generated (preferred) or prepared manually that is traceable and verifiable supporting all monthly system availability and MTTR metrics. This documentation must be attached to each invoice and be approved by ODJFS prior to invoice submission.

Service level metrics will be measured monthly immediately following completion of the transition period. Wherever possible, automated tools must be used to measure service levels, which will be reviewed by the State on a monthly basis. The State reserves the right to have third party verification and validation of all service levels and performance.

The Contractor will also provide a weekly report of its system availability and MTTR attainment for ODJFS review.

The State may assess liquidated damages for failure to meet system availability requirements and maximum time to recover requirements as stated in the RFP. Liquidated damages are defined in Attachment 4 of the RFP.

During the eight week transition period, the Contractor will work with ODJFS to finalize the invoice formatting and weekly report requirements.

ENHANCEMENT OF EXISTING SYSTEMS – This section describes the services the Contractor may be asked to perform through Interim Deliverable Agreement negotiations.

Interim Deliverable Agreement Overview

Immediately upon award of this Contract, the Contractor and ODJFS will begin defining the first Interim Deliverable Agreement, with Contractor provided staff, to begin upon completion of the Transition Period. The Contractor must work with designated ODJFS staff, as identified by the ODJFS MIS Project Manager, in the development of the Deliverables for the first period.

Each Interim Deliverable Agreement will be negotiated in the format attached as Supplement 2, and will be monitored throughout the period and the life of the Contract. The ODJFS Project Manager and the Contractor will agree in writing, to specific work assignments, sub-deliverables, due dates, Contractor staffing requirements (based on positions provided in the Cost Summary and based on hourly rates quoted in the Cost Summary), and ODJFS resources for the next Interim Deliverable Agreement period. A Deliverable or sub-deliverable may be identified as a work product. These items, entitled Interim Deliverable Agreement will be identified and agreed to at least 30 days in advance of the beginning of the Interim Deliverable Agreement period. The Interim Deliverable Agreement is not effective until the State (ODJFS and OIT) and Contractor have indicated agreement to the Deliverable or work assignments by signing the document. The specific Interim Deliverable Agreement specifications, including the work plan, sub-deliverables and due dates agreed to by the State and the Contractor, will be attached hereto as an Interim Deliverable Agreement and incorporated into the Contract. Interim Deliverable Agreements are a combination of fixed price distinct projects, tasks, or reports and activities which will be consultative and billed as agreed to by the State and the Contractor in the Interim Deliverable Agreement.

The Interim Deliverable Agreements, including assignments, deliverables and due dates, may be amended based upon changing circumstances during a particular stage of work. An amendment to the Interim Deliverable Agreement must be in writing, and signed by both the State and the Contractor. In the event that the ODJFS Project Manager and the Contractor are unable to negotiate an Interim Deliverable Agreement, the ODJFS Project Manager, at the discretion of ODJFS Executive Management, may request mediation by OIT.

During each Interim Deliverable Agreement period, the Contractor must submit a written monthly status report to the MIS Project Manager by the fifth business day following the end of each month in the format described in the Meeting Attendance and Reporting Requirements Section of Attachment Two, Project Requirements and Special Provisions, Part One, Project Requirements.

Scope of Work. In addition to the fixed fee Maintenance and Operational Support Requirements, this RFP intends to obtain the services of a Contractor to provide the services and perform the duties as described herein. Through Interim Deliverable Agreement negotiations, the Contractor may be required to provide one or more of the following services to the State:

Provide enhancements to ODJFS Telephony System.

Assist ODJFS in assessing potential new in-house solutions and/or other cost-effective solutions, including future technology integration.

The above list of services is not all inclusive. Additional service, support or subject matter expertise pertaining to this Contract may be required and will be negotiated as part of the Interim Deliverable Agreement process.

Interim Deliverable Agreement. The Interim Deliverable Agreement negotiated by the ODJFS MIS Project Manager and the Contractor will contain, at a minimum, a work plan based on the SDLC provided in the offeror response and the following information:

1. Goals and Objectives for the Interim Deliverable Agreement period;
2. Major tasks and services required of the Contractor to provide the agreed upon deliverables, that will be billed on a time and material basis. This will include but not be limited to:
 - a.) name, title, and number of staff;
 - b.) billing rate;
 - c.) services to be performed;
 - d.) staff work hours with any known exceptions noted; and
 - e.) staffing issues.
3. Major deliverables to be completed or sub-deliverables completed during the Interim Deliverable Agreement period. This will include but not be limited to:
 - a.) specific deliverable, task, or milestone to be completed
 - b.) terms and conditions for payment / nonpayment
 - c.) dependencies the Contractor has on the state for successful completion of the deliverable;
 - d.) the risks associated with delays and incomplete deliverables; and
 - e.) fixed pricing for each deliverable based on staffing requirements and hourly rates.

And may include:

4. Required work related travel at the Office of Budget and Management's approved rates.

It is the Contractor's responsibility to provide qualified professionals, to meet the goals, tasks, and objectives of each Interim Deliverable Agreement. This includes all positions not specifically named in the RFP.

Contractor agreements with subcontractors must be updated to reflect the latest Interim Deliverable Agreement scope of work. The State reserves the right to inspect these agreements at any time.

The State reserves the right to perform any work in-house or to obtain competitive quotes for any work priced excessively, or not meeting the State's required timeline.

Interim Deliverable Agreement is not a valid agreement until ODJFS, the Contractor and the Office of Information Technology have signed the agreement indicating their approval.

Project Management. The Contractor will work with ODJFS to agree on the Interim Deliverable Agreement deliverables, resources, and timeframes for completion. The Contractor will submit a work plan for the Interim Deliverable Agreement, based on the SDLC described in the RFP response, to ODJFS for review. The ODJFS approved work plan and Interim Deliverable Agreement must be submitted in final form to ODJFS thirty days before start of the Interim Deliverable Agreement period.

A Microsoft Project Work Plan will be created to use for managing the Interim Deliverable Agreement deliverables. The Contractor may participate in entering data into Microsoft Project under ODJFS supervision. The ODJFS Project Manager will then manage the

work plan throughout the Interim Deliverable Agreement period.

System Administration

Moves, Adds, and Changes/Limited Modifications. The Contractor is required to perform limited telescript, phrase and report changes as determined by the State. All phrases will be recorded in English and Spanish. These limited changes must be implemented on demand within the period designated by ODJFS to meet customer/program needs. The contractor is required to create, test and implement each change release within three (3) business days of the request. ODJFS will complete authentication of dialect or verification of Spanish translation within a timeframe necessary for the Contractor to complete implementation within the ten (10) business day timeframe. The Contractor is not required to create formal implementation plans for these limited change releases performed on an interim basis. The Contractor is required to perform all necessary updates to existing documentation to reflect changes made in the course of implementing any changes.

Joint Administration / State Transition. ODJFS owns all administrator passwords, but will work with the Contractor to create accounts for Contractor administration as defined in the Interim Deliverable Agreement process. The Contractor must provide knowledge transfer and skill development to State staff that is documented and acceptable to the State, to maintain and support the applications in-house if desired.

Future Technology Integration. The State is interested in implementing State-of-the-Art, proven, reliable, industry standard and commercially available technology. Some technologies are listed below.

- a) Single Platform, IP Enabled, VXML.
- b) Call Detail Reporting ("CDR").

Additionally, the State is preparing for next generation technology for use in its environment. ODJFS requires the Contractor to assist in ODJFS in moving its environment and application forward as technology change. The successful Contractor must be able to provide consultation services that facilitate the migration of current ODJFS call center applications from the TDM based Voice Only network to a new, Converged IP Based (VoIP) Network. Introduction of new Voice, Video or Data applications (or ancillary considerations such as Disaster Recovery, Business Resumption, etc.) must be consistent with ODJFS direction which includes converging all networks into a single VoIP network and integrating Voice, Data and Video applications. Additionally any upgrade or application change must occur without impacting current service delivery.

PROJECT GENERAL INFORMATION

Schedule. The schedule for the work is given below. The days indicated are calendar days and "X" represents the Contract award date.

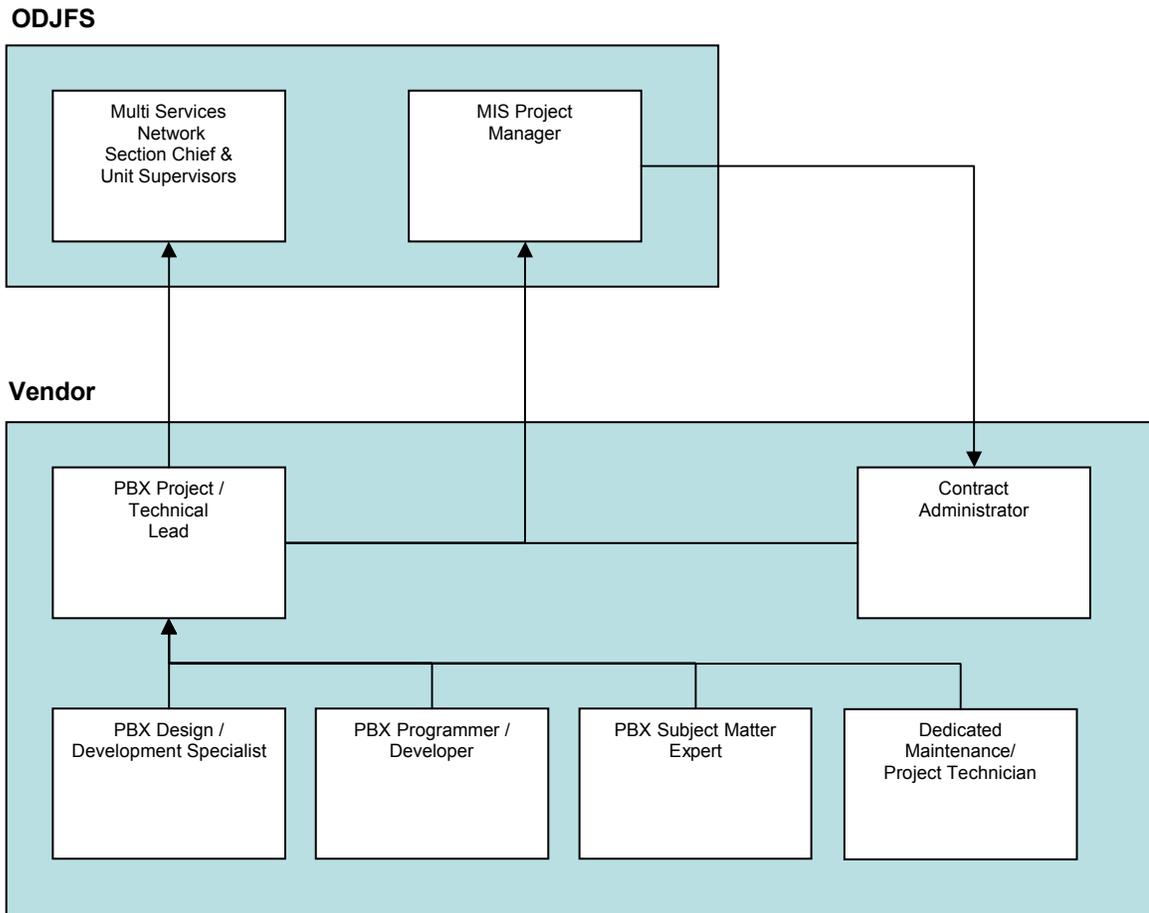
| | |
|---|-------------|
| Contract Award | X |
| Contractor Starts Transition Period | X + 14 days |
| First Interim Deliverable Agreement (with Work Plan) Submitted for approval | X + 28 days |
| State Term Schedule Submitted for approval | X + 28 days |
| Transition Readiness Document Submitted | X + 56 days |

| | |
|---|--------------|
| Help Desk SOPs Submitted to ODJFS for review | X + 56 days |
| Dedicated FTE Maintenance Staff SOPs to ODJFS | X + 56 days |
| Contractor Parts Depot Complete | X + 65 days |
| Contractor Ends Transition Period | X + 70 days |
| Contractor Begins Maintenance/Support Service | X + 71 days |
| First Interim Deliverable Agreement Deliverable | |
| Work Begins | X + 71 days |
| Inventory Begins | X + 71 days |
| Inventory Completed | X + 126 days |

Inventory. The Contractor must complete a detailed hardware and software inventory, down to the component level. The initial component inventory must be provided in a comprehensive Excel Spreadsheet and be maintained throughout the life of the Contract. Ongoing inventory documentation includes updated bay faces, updated spreadsheets, and updated architecture diagrams.

Description of Staff.

ODJFS Call Center Project Organization



Project Management Approach. ODJFS has established a project management office (“PMO”) which manages all IT related projects for the agency. This organization will provide the Project Manger (“PM”) for this project and the work to be completed. The PM will work closely with the Contractor’s Contract Administrator for billing, ordering, contract scope and amendments, etc.

The PM provides project oversight and coordinates/communicates activities with and between all supported program areas (OCS, UC, OHP, UC Tax, etc.). The PM also coordinates activities with MIS areas as required. The PM will oversee the Contractor Technical Project Lead as it relates to scheduling, prioritizing and allocating resources.

Project Technical Approach. The ODJFS Multi-Services Network (“MSN”) Department is responsible for all technical design, integration, and direction of the PBX systems. This group is comprised of a Section Chief and two supervisors. The MSN leads will work closely with the Contractor Technical Project Lead to ensure all ODJFS technical standards and requirements are met.

Dedicated Maintenance/Project Technician. The dedicated Maintenance / Project Technician will report to the Project Lead and the State MSN Management Teams. Their responsibility is defined in Maintenance and Operational Support of Existing System Section of the RFP. The Maintenance Technician will be located at the SOCC.

Contractor Project Manager. The State envisions a Contractor Project Manager will only be required for major project activities which will be identified through the Interim Deliverable Agreement process. The State will negotiate the need for a Contractor Project Manager on a case-by-case basis. If required, the Contractor Project Manager must meet the following minimum requirements:

- Minimum of twenty-four (24) months experience as a full-time project manager;
- Experience as a project manager on at least two projects that encompassed the full system development life cycle, from initiation through post implementation, on a large scale project, where one of the projects lasted a minimum of twelve (12) months;
- Experience following a standard project management methodology using project management tools (e.g., MS Project Suite, Project Workbench) developing project plans, defining tasks, and tracking timelines and resources on at least two large scale projects; and
- It is desirable to have project management experience in telephony technologies.

Offerors are not required to submit a specific project manager in their response, but the hourly project manager rate must be provided in the Cost Summary. When a Project Manager is required, the Contractor must submit a resume to the State verifying they meet the minimum requirements listed above.

Purchasing Methods. ODJFS reserves the right to add programs and services to their systems during the life of the Contract. The Contractor agrees to add these as mandated by law or as requested by ODJFS, by amending the Contract, the resulting State Term Schedule, or any current Interim Deliverable Agreement.

ODJFS will use the following purchasing vehicles to procure goods and services for this project:

The Contract resulting from this RFP – ODJFS will procure maintenance and support services from this Contract as described in the Maintenance and Operational Support of Existing System Section of the RFP.

ODJFS will also use this contract as a basis for creating and executing Interim Deliverable Agreements. If additional personnel categories are required to meet future Interim Deliverable Agreement requirements, the Contractor must request an amendment to the Contract to add these new positions and hourly rates. Existing positions and hourly rates can not be changed.

State Term Schedule resulting from this RFP – ODJFS will procure products required to upgrade and enhance the existing system from the resulting State Term Schedule (“STS”). The Contractor is required to work with the State to negotiate an STS. The STS will then be available for use by all State agencies for use. Supplement Six is a parts list that contains a listing of all hardware and software currently in use by ODJFS for the current call center applications. The Contractor must provide pricing for all the items contained on the parts lists with its State Term Schedule submission. As new products are required to upgrade or enhance the existing ODJFS systems, the Contractor is required to amend their schedule to include the new products. The Contractor must submit its State Term Schedule offering to the Office of Information Technology, Contract Management, Bid Room within 28 days of award of the Contract. The requirements for State Term Schedule submission are located at the following website:
<http://www.procure.ohio.gov/proc/ContractsSTS3.asp>

Interim Delivery Agreement – ODJFS will procure new development, enhancement and support services using the Interim Delivery Agreement described in this RFP. The Interim Deliverable Agreements will use the personnel rates provided in the Cost Summary of the RFP.

Telecom State Term Contracts – ODJFS will procure any necessary circuits/trunks through existing telecommunication contracts the State holds.

If the Contractor proposes a price higher than ODJFS can obtain from another source, ODJFS reserves the right to procure through the least cost procurement mechanism.

Background Check. Upon Contract award, the Contractor and all staff involved in this Project may be required to complete a thorough background check at the State’s expense. This may include previous work addresses for the last ten (10) years, excluding high school. An extensive investigation may be conducted by the State prior to assignment of Contractor staff to the Contract work location. All Contractor staff assigned to the SOCC will be required to complete a background check.

1. Criteria for personnel record checks: background checks will be performed to determine if current or potential employees have any type of convictions in the following areas:
 - (a) Any record of violence, domestic or otherwise;
 - (b) Drug-related convictions;
 - (c) Theft; or
 - (d) Other offenses deemed at risk to the State.
2. Those employees or potential employees with felony convictions or other criminal records, unless specifically approved by the State, will not be permitted to be employed at the Contract work location(s).

Contractor Responsibilities and Deliverables. The Contractor must meet all RFP requirements and complete all Project milestones and Deliverables, as provided in the Transition Plan, Interim Deliverable Agreement Project Plans or Contract.

Maintain Project Plan. The Contractor must update the Transition Work Plan submitted with its proposal (see Attachment Three) and submit a detailed Transition Plan, in electronic and paper form, to the Project Representative for approval within ten business days after the State issues a purchase order or purchase order amendment under the Contract.

The Contractor must submit and update Work Plans for each Interim Deliverable Agreement (see Attachment Three), in electronic and paper form, to the Project Representative for approval within ten business days after the State issues a purchase order for that Interim Deliverable Agreement.

Thereafter, the Contractor must:

- Formally update each Work Plan, including work breakdown structure and schedule, if applicable, and provide the updated Work Plan as part of its monthly reporting requirements during the Transition Project; and each Interim Deliverable Agreement in collaboration with the State; and
- Ensure the Work Plan allows adequate time for the State to review, comment on, and approve all Deliverables.

The Work Plans must allow sufficient time for the State's staff to review all Deliverables. The State will determine the number of business days it needs for such reviews and provide that information to the Contractor after award. Should the State reject a Deliverable for any reason, the Contractor must correct all deficiencies and resubmit it for the State's review and approval until the State accepts the Deliverable. (See Attachment Three for components of the Project Plan.)

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

- Immediate Reporting - The Contract Administrator or a designee must immediately report any Project staffing changes to the Project Representative (See: Attachment Four: Part Two: Replacement Personnel).
- Attend Weekly Status Meetings - The Project team members must attend weekly status meetings with the Project Representative and other members of the Project teams deemed necessary to discuss Project issues. These weekly meetings must follow an agreed upon agenda and allow the Contractor and the State to discuss any issues that concern them.
- Provide Weekly Status Reports - The Contractor must provide written status reports to the Project Representative at least one full business day before each weekly status meeting.
- At a minimum, weekly status reports must contain the items identified below:
 - Updated GANTT chart developed in collaboration with the State, along with a copy of the corresponding Project Plan files (i.e. MS Project) on electronic media acceptable to the State;
 - Status of currently planned tasks, specifically identifying tasks not on schedule and a resolution plan to return to the planned schedule;
 - Issues encountered, proposed resolutions, and actual resolutions;
 - The results of any tests;
 - A Problem Tracking Report;
 - Anticipated tasks to be completed in the next week;
 - Task and Deliverable status, with percentage of completion and time ahead or behind schedule for tasks and milestones;
 - Proposed changes to the Project work breakdown structure and Project schedule, if any;
 - Identification of Contractor staff assigned to specific activities;
 - Planned absence of Contractor staff and their expected return date;
 - Modification of any known staffing changes; and
 - System integration activities.

The Contractor's proposed format and level of detail for the status report is subject to the State's approval.

- Prepare Monthly Status Reports - During the Project, the Contractor must submit a written monthly status report to the Project Representative by the fifth business day following the end of each month. At a minimum, monthly status reports must contain the following:
 - A description of the overall completion status of the Project in terms of the approved Work Plan (schedule and cost, if applicable);
 - Updated Project work breakdown structure and Project schedule completed in collaboration with the State;
 - The plans for activities scheduled for the next month;
 - The status of all Deliverables, with percentage of completion;

- Time ahead or behind schedule for applicable tasks;
- Issues encountered, proposed resolutions, and actual resolutions;
- A risk analysis of actual and perceived problems;
- Testing status and test results; and
- Strategic changes to the Project Plan, if any.

Develop, Submit, and Update High-Level Plans. When applicable, as part of each Interim Deliverable Agreement, the Contractor must develop a high-level project management plan (Work Plan) in collaboration with the State and a System Development Life Cycle plan. The Contractor also must update the plans with more detail throughout subsequent Project phases to address, at a minimum, the following subjects:

System Development Plan

System Requirements Affirmation. At a minimum, this document must detail the business processes and automation requirements, including related interfaces. The Contractor must gather the requirements by conducting Joint Application Design (“JAD”) reviews with user representatives, consensus building, and user feedback documentation. The Detailed Requirements Document must, at a minimum, include a business model, data model, data element definitions, process definitions, process editing requirements, and scripts. The State will determine on a case-by-case basis if the Detailed Requirements Document is required or if the Detailed Design Document described below will suffice.

The State reserves the right to require Contractor engineering resources during all JAD sessions.

Design. At a minimum, the design must include physical flows that relate scripts and applications to interfaces and external entities and include a data dictionary of data elements and the database physical layout, if feasible. All designs and configurations must be standard and consistent across like systems. The Contractor may be required to produce documentation which outlines a stage by stage approach to the final architecture.

All design and implementation must conform to all State standards and industry best practices for security, performance, HIPAA, etc., as defined today, and must continue to stay current with all policy and requirements as they change. Design of any systems must be compatible with, and able to be implemented in the ODJFS environment. All software implemented must be a supported version.

Development and Testing. Performance tests must be performed in accordance with Attachment Four, General Terms and Conditions, Part Five Acceptance and Maintenance. The Contractor must perform quality assurance, quality control and extensive testing, based upon the requirements for each system, including but not limited to vendor tests, ODJFS tests, acceptance tests, load tests, component level tests, and verification that the product works at all locations. Regression testing must be performed at the State’s request. Testing must include hardware, software, and application full integration and systems tests, stress tests, post-implementation tests and parallel tests, where appropriate. A test environment independent from State production systems and environments must be established. The test environment must be consistent with the State’s production environment, including integration to peripherals unless otherwise approved by authorized State staff. Tests must be reproducible, sanctioned by engineering staff, documented and easily verified and validated. Engineering staff must be engaged during the development and execution of testing to ensure completeness, accuracy, and continuity. In the event the State authorizes testing in the production environment, all systems must be returned to full production and original configuration.

Documentation and Training. On-site training, if desired, on the overall functionality, monitoring, statistical monitoring and generation of ad hoc reporting capabilities of the Contractor’s system

must be provided. The State reserves the right to request knowledge transfer from Contractor technical staff to State technical staff on an as-needed basis.

Training material, as required by the State, which may include but is not limited to DVDs, CDs, and documentation must be provided. The State may request detailed or limited brochures and pamphlets for communication to other State staff or customers. These types of changes may be handled through MAC work, and are often time sensitive and will not need the full SDLC process.

System Deployment and Post Deployment. A fully documented plan to transition from the test environment to a production environment, where final hardware, software, application and interface testing can be performed, prior to ODJFS acceptance of Interim Deliverable Agreement work, must be provided. ODJFS must approve each plan before implementation can occur. The Contractor must coordinate with ODFJS its resource availability, support roles and responsibilities, workload, final training requirements, environmental needs, telecommunications, potential parallel operations, and schedule time lines for accomplishing all related tasks. The Contractor must make the transition to the new enhancements as transparent to users as possible, with minimal impact to its daily operations. Contractor real-time help desk support must be available immediately for problem resolution for all systems during the initial transition, and all documentation and pamphlets must be in place when the implementation occurs. The Contractor must provide cutover coverage as needed. The system delivered must be implemented as designed and approved in the Detailed Requirements Document and the Detailed Design Document.

The Contractor must fully document an operations plan and procedures, receive ODJFS approval, and implement this plan at the time each system is moved to a production environment. The Post-Deployment Plan must identify support after implementation, how the Contractor plans to maintain the system, maintenance schedules, identification of points of contact, escalation plan support criteria, reporting of Contractor generated or initiated documents, backup/recovery procedures, and a disaster recovery plan. All documentation must be updated for each enhancement/expansion. The final documentation must include all final agreed upon configurations/parameters and the justification/reason for the configuration. The State reserves the right to request any manufacturer documentation. The transition from project activities to production support must be clearly defined. The State reserves the right to require the project team to support the environment until acceptance and turnover to production maintenance support. If the State desires, it may require the project team to perform MAC activities during this period. State staff may also perform MAC activities in the project environment prior to acceptance, if required. The Contractor will assist the State with any such activities, i.e., support, account management, knowledge transfer, documentation, administration, and tracking. The Acceptance process is defined in Attachment Four General Terms and Conditions, Part Five Acceptance and Maintenance.

The Contractor must develop these plans from information that the State's Project personnel provide. These State personnel have varying percentages of their time to devote to this Project, and the Contractor must consider their time commitments to the Project in creating the Project schedule and when obtaining information from State staff to create the above plans.

Performance Testing. As applicable. Attachment Four: Part Five describes the procedure and criteria for testing.

PART TWO: SPECIAL PROVISIONS

Submittal of Deliverables. The Contractor must perform its tasks in a timely and professional manner that produces Deliverables that fully meet the Contract's requirements. The Contractor must complete its work in steps that will result in Deliverables associated with those steps, and the Contractor must provide

the required Deliverables no later than the due dates proposed in the RFP and each Interim Deliverable Agreement or included in the Contractor's Project Plan as approved by the State. At the time of delivery of a written Deliverable, the Contractor must submit an original and one copy of each Deliverable, plus an electronic copy. The Contractor must provide the electronic copy in a file format acceptable to the State. Also, with each Deliverable, the Contractor must submit a Deliverable Submittal Form signed by the Project Lead or if applicable the Project Manager. (See Attachment Six 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 and Interim Deliverable Agreement 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 Lead, or if applicable to the Project Manager. At no expense to the State, the Contractor then must bring the Deliverable into conformance and re-submit it to the Project Representative within ten business days.

If the State agrees the Deliverable is compliant, 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.

The State form authorizing payment (Attachment Six) and the payment itself do not indicate that 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 total evaluation cost. The maintenance and support portions of the Contract will be not to exceed fixed price. The maintenance and support a yearly cost will be divided by 12 and paid monthly.

The transition activities will be paid upon completion and acceptance by the State of the transition to the new Contractor.

The inventory activities will be paid upon acceptance by the State of the completed inventory.

The Contractor will be paid according to the terms and conditions negotiated in the Interim Deliverable Agreement. It is the State's goal to price the majority of Interim Deliverable Agreement work as fixed price deliverables. However, as a general rule, the Contractor may expect payment in the following manner:

The Contractor will be paid in the month following the completion and acceptance of a deliverable, milestone or task as detailed in the Interim Deliverable Agreement. Sub-deliverables will be paid as negotiated in the Interim Deliverable Agreement at the end of the Interim Deliverable Agreement period. Sign off by the ODJFS Project Team, MIS Team and Program Team for the accepted deliverable or partially completed deliverable must accompany the invoice.

If there is time and material work, the Contractor will be paid on a monthly basis. Timesheets must be approved by the ODJFS Project Manager and invoices must be submitted monthly,

within 30 days from the end of the month.

The State, at its discretion, may assess liquidated damages if the Contractor fails to perform as agreed to in the Interim Deliverable Agreement.

All invoices must follow all state and ODJFS invoicing requirements. The provisions of Ohio Revised Code, Section 126.30 will also apply to any Contract between the parties.

Reimbursable Expenses. None.

Bill to Address. ODJFS Office of Fiscal Services
Accounts Payable
30 E. Broad Street, 38th Floor
Columbus, OH 43215

Location of Data. All data related to this Contract or to performing the Contract scope of work must be kept within the contiguous United States.

ATTACHMENT THREE: REQUIREMENTS FOR PROPOSALS

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

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

Each Proposal must contain the following:

- Cover Letter
- State Term Schedule Authorizations
- Certification
- Location of Data
- Offeror Profile
- Contract Performance
- Offeror Profile Summary
- Personnel Profile Summary
- Technical Response
- Staffing Plan
- Time Commitment
- Assumptions
- Project Plan
- Support Requirements
- System Development Life Cycle Overview
 - System Requirements Affirmation
 - Design
 - Development & Testing
 - Documentation & Training
 - System Deployment and Post-Deployment
- Resource Allocation Plan
- Training Plan
- Future Technology Migration Plan
- Equipment and System Elements
- Pre-Existing Materials
- Commercial Materials
- Warranty for Commercial Materials
- Bond Commitment
- Conflict of Interest Statement
- Proof of Insurance
- Payment Address
- Legal Notice Address
- W-9 Form
- Declaration Regarding Terrorist Organizations
- Cost Summary (must be separately sealed)

Cover Letter. The offeror must include a cover letter in the form of a standard business letter that provides an executive summary of the solution the offeror plans to provide, and an individual authorized to legally bind the offeror must sign the letter. The letter also must include the following:

- a. A statement regarding the offeror's legal structure (e.g., an Ohio corporation), federal tax identification number, D-U-N-S number, and principal place of business;
- b. A list of the people who prepared the offeror's Proposal, including their titles;
- c. The name, phone number, fax number, email address, and mailing address of a contact person who has authority to answer questions regarding the Proposal;
- d. A list of all subcontractors, if any, that the offeror will use on the Project, if the State selects the offeror to do the work;
- e. 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 and the personnel they will provide;
 4. A commitment to do the work if the offeror is selected;
 5. A statement that the subcontractor has read and understood the RFP and will comply with the requirements of the RFP;
 6. A statement that the subcontractor will maintain any permits, licenses, and certifications required to perform its portion of the work;
- f. A statement that the offeror's proposed solution for the Project meets all the requirements of this RFP;
- g. A statement that the offeror has not taken any exception to the terms and conditions in this RFP;
- h. A statement that the offeror does not assume there will be an opportunity to negotiate any aspect of its Proposal;
- i. A statement that the offeror will comply with all federal and Ohio laws, rules, and regulations;
- j. A statement that the offeror is proposing a Contract Administrator who is a regular, fulltime employee of the offeror;
- k. A statement that the offeror's fulltime regular employees will perform at least 50% of the work on the Project;
- l. A statement that the offeror will not substitute, at Project start-up, personnel for those evaluated by the State, except when a candidate's unavailability is no fault of the offeror (e.g. Candidate is no longer employed by the Contractor, is deceased, etc.); and
- m. A statement that the offeror is not now subject to an "unresolved" finding for recovery under Revised Code Section 9.24 and that the offeror will notify the State anytime it becomes subject to such a finding before the award of a Contract arising out of this RFP.

All offerors must submit a response that contains an affirmative statement using the language in paragraphs a through m above.

State Term Schedule Authorizations. The offeror must include written authorization from Nortel allowing the offeror to sell, maintain, and add the products to any State Term Schedule resulting from this RFP. Authorization must be on Nortel letterhead and must be signed by a Nortel representative.

Certification. Each Proposal must include the following certification on company letterhead signed by an individual authorized to legally bind the offeror:

(Insert offeror's name) affirms that, if awarded the Contract, it will be the prime Contractor on the Project, and its proposed Contract Administrator is and will remain a regular, full-time employee of (insert offeror's name) during the Project.

(Insert offeror's name) affirms that it will not and will not allow others to perform work for the State of Ohio outside of any geographic restrictions in the RFP or at any location not disclosed in its proposal without express written authorization from the Project Representative. (Insert offeror's name) also affirms that it will not and will not allow others to take data that belongs to the State of Ohio outside any geographic restrictions in the RFP or any locations disclosed in its proposal without express written authorization from the Project Representative.

(Insert offeror's name) affirms that all personnel provided for the Project will have a valid I-9 form on file with (Insert offeror's name) and will have presented valid employment authorization documents, if they are not United States citizens.

(Insert offeror's name) affirms that any small business program participants will provide necessary data to ensure program reporting and compliance.

(Insert offeror's name) is and will remain during performance of the Contract a separate and independent enterprise from the State of Ohio, the Office of Information Technology, and the Ohio Department of Job and Family Services. (Insert offeror's name) has a full opportunity to find other business opportunities and has made a significant investment in its business. Additionally, (insert offeror's name) will retain sole and absolute control over the manner and means of carrying out its obligations and activities under the Contract. The Contract will not create any joint employment relationship between (insert offeror's name), any of its personnel, its subcontractors, or their personnel and the State of Ohio, the Office of Information Technology, or the Ohio Department of Job and Family Services.

(Insert offeror's name) affirms that the people supplied under the Contract are either (1) employees of (insert offeror's name), with (insert offeror's name) withholding all appropriate taxes, deductions, and contributions required under law, or (2) independent contractors to (insert offeror's name).

(Insert offeror's name) affirms that it has obtained a written acknowledgement from its independent contractors that they are and will remain separate and independent enterprises from the State of Ohio, the Office of Information Technology, and the Ohio Department of Job and Family Services for all purposes, including the application of the Fair Labor Standards Act, Social Security Act, Federal Unemployment Tax Act, Federal Insurance Contributions Act, the Internal Revenue Code, Ohio tax law, worker's compensation law, and unemployment insurance law.

Location of Data. As part of its Proposal, the offeror must disclose the following:

1. The location(s) where the offeror and its subcontractors will perform all services;
2. The location(s) where the offeror and its subcontractors will maintain or make any State data applicable to the Contract available; and
3. The offeror's and its subcontractors' principal places of business.

Offeror Profile. Each Proposal must include a profile of the offeror's capability, capacity, and relevant experience working on projects similar to this Project. The profile also must include the offeror's legal name, address, telephone number, and fax number; home office location; date established; ownership (such as public firm, partnership, or subsidiary); firm leadership (such as corporate officers or partners); number of employees; number of employees the offeror will engage in tasks directly related to the Project; and any other background information that will help the State gauge the ability of the offeror to fulfill the obligations of the Contract.

Contractor Performance. The offeror must complete Attachment Seven, Contractor Performance Form.

Offeror Profile Summary. 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 Eight.) 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:

- a) **Mandatory Experience and Qualifications.** The offeror must complete this section to demonstrate that it has the experience needed to meet the RFP's requirements. (Refer to Attachment Eight.) 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 of the project where 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 to achieve this Project's milestones.**

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.

THE OFFEROR MAY NOT USE THE EXPERIENCE OR QUALIFICATIONS OF A SUBCONTRACTOR TO MEET ANY OF THE ABOVE MANDATORY QUALIFICATIONS OR EXPERIENCE. THESE MUST BE FULFILLED EXCLUSIVELY THROUGH THE QUALIFICATIONS AND EXPERIENCE OF THE OFFEROR. If the offeror seeks to meet any of the indicated qualifications and experience through a subcontractor, the offeror must identify the subcontractor by name in the appropriate part of the Offeror Profile Summary Form, in Attachment Eight to this RFP, for each reference.

- b) **Required Experience and Qualifications.** The offeror must complete this section to demonstrate that it or its subcontractors have the experience needed to meet the RFP's requirements. (Refer to Attachment Eight.) For each reference, the offeror must provide the information in the same manner as described above under item a, Mandatory Experience and Qualifications.

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

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

The offeror must propose a Project team that meets the requirements in this RFP, as demonstrated through the Personnel Profile Summary Forms. The offeror must name all candidates proposed, and each must meet the technical experience for the candidate's position.

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

Each position required in the RFP must be filled by one candidate only. If two candidates are proposed for any position, the State reserves the right to pick either candidate to evaluate and require as staff on Interim Deliverable Agreements.

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

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

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

- Candidate's Name.
- Contact Information. The offeror must completely fill out the client contact name, title, phone number, email address, company name, and mailing address. The offeror must include the same information for an alternate client contact, in case the State cannot reach the primary contact. Failure to provide this information may result in the State not including the reference experience in the evaluation process. It also may be a basis for rejecting the Proposal as non-responsive. The offeror must give contact information for a person in the client's organization and not a co-worker or a contact in the offeror's organization, subsidiaries, partnerships, etc.
- Dates of Experience. The offeror must complete this section with a beginning month and year and an ending month and year to show the length of time a candidate performed the technical experience being described, not just the length of time the candidate worked for the company.
- Description of the Related Service Provided. The State will not assume that, since the

technical requirement is provided at the top of the page, all descriptions on that page relate to that requirement. The offeror must reiterate the technical experience being described, including the capacity in which the candidate gained the experience and the role of the candidate in the project as it relates to this Project. It is the Contractor's responsibility to customize the description to clearly substantiate the candidate's qualification.

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

- d) Certificates. The offeror must include copies of the certifications or certificates of completion for the required training listed in the personnel requirements.

Technical Response. The offeror must provide the technical responses to the following RFP requirements:

Transition. The offeror's plan must describe the activities that will occur during the eight week transition period.

At a minimum, this plan must describe the offeror's efforts to ensure the infrastructure described below is in place prior to completion of the transition period:

- Provide a Contractor hosted NOC Environment for monitoring all systems, ability to interpret and respond to all alarms and failure conditions as described in the maintenance section of the RFP;
- Establish a Contractor hosted Help Desk staff and tools for ticket management, dispatching, reporting, escalating, and establishing a toll free number;
- Coordinate with State staff for access arrangements, State/SOCC provided background checks, badges, etc. for SOCC and facility access;
- Provide maintenance spares and depot arrangements necessary to meet service level metrics, master-as-builts, and site locations;
- Deliver State approved Standard Operating Procedures;
- Provide Contractor personnel trained and competent in performing their respective responsibilities and duties; and
- Provide System availability report and Invoice format finalized and approved by ODJFS.

The offeror must also describe the level of effort required from State staff during the transition.

Maintenance and Operational Support of Existing System

System Maintenance/Monitoring/Failover/Diagnostics

Alarms and Error Conditions. Offeror must state how errors and alarms are logged in the system and can be viewed by administrators at both the State and Contractor Operations Centers. The offeror must describe methods and procedures used to detect, diagnose, and report potential and actual troubles and component failures and what methods of alarm notification are provided. The offeror must describe its plans to provide proactive monitoring of the systems for early detection of potential problems, opening trouble tickets, and rapid dispatching of technical staff, whether via remote access or on-site response.

The offeror must describe the diagnostic tools to be used. Describe how the tools routinely self-administer diagnostic programs. Additionally the offeror must identify any known system limitations to accomplishing IP based monitoring.

Maintenance Capabilities. The offeror must clearly describe all the products and methods used to meet all of the requirements of the maintenance capabilities section, including performing remote maintenance outside of the staffed period, monitoring all systems 24 hours per day, 7

days per week and conducting on-line, on-demand and routine diagnostics.

The offeror must clearly describe all the products and methods used to provide administration and management tools for local and remote monitoring of every major component of the system, that allow for immediate or progressive shutdowns and shutdown of single or multiple telephone lines, processors, applications or the entire system.

The offeror must clearly describe all products and methods used to accumulate common monitoring statistics using an IP based monitoring process. Additionally, the offeror must describe how the tools will integrate with all supported systems to adhere to the service level requirements and reporting defined in the RFP.

The offeror must have IP based monitoring and reporting tools at the time of proposal submission. The offeror must clearly describe the methods used to meet this requirement, including an in-depth discussion of its NOC environment.

Maintenance Requiring Outage. Offerors must describe how it will provide notification for any scheduled maintenance.

Reporting

Application Reports. The offeror must clearly describe the products and methods used to meet the required application reports. Offeror must describe the reports that are included in their response.

System Reports. The offeror must describe its ability to meet the system reporting capabilities and provide sample reports.

Help Desk

Help Desk Support. Offerors must describe its ability to meet help desk support requirements, including its help desks ability to act as a single point of contact through a toll free number, ticketing reporting capabilities, the ability to support CRM and a knowledge base, and training of help desk staff of ODJFS' technical environment, the contractual relationships the Contractor has and this Contract's service levels. .

Offerors must also describe if tickets can be opened automatically by SNMP traps, support CTI functionality for contact management, and have the ability to be pre-loaded with ODJFS staff information, i.e., name, location, email, and phone number.

ODJFS MIS currently uses Remedy for its internal ticketing system. Offerors must describe if the ticketing system proposed will integrate with the Remedy product.

Help Desk Performance Metrics. The offeror must clearly describe all the products and methods used to meet or exceed and monitor Help Desk Performance Metrics.

Problem Escalation / Notification. The offeror must clearly describe all the products and methods used to meet the problem escalation / notification requirements. The offeror must provide ODJFS with an escalation and contingency plan and a list of contacts. A detailed description of the Contractor's management and technical escalation process is required. Additionally the offeror must describe processes and procedures for risk identification and mitigation prior to system problems or outages.

Preventative / Routine Maintenance

Health Checks / Traffic Studies. The offeror must clearly describe all the products and methods used to meet the quarterly health checks including software versioning, hardware versioning, software patch identification, routine diagnostics, and capacity and performance planning and testing.

System Backup and Archive. The offeror must clearly describe its procedures for performing day-to-day maintenance and production backups.

Software/Hardware Upgrades. The offeror must describe how it will keep all hardware and software current and perform all upgrades. This description must include the offerors version control process and documentation.

Documentation. The offeror must describe how it will update and keep current all documentation. The documentation includes inventories, standard operating procedures, change control requests, architecture diagrams, business and application flow processing and dial plans.

Scheduled Outage / Failover Testing and Support. The offeror must describe how it will meet all of the requirements for the yearly Enterprise Power Outage that occurs at the SOCC.

Ongoing Compatibility and Integration of Ancillary Systems. The offeror must describe its processes and procedures used to keep all software release versions and patch installations current will all major ancillary systems to meet the requirements of the RFP. The offeror must provide a statement indicating its agreement to provide this at no additional cost to the State.

Future Technology Support. The offeror must provide a statement of understanding and agreement to support current and newer technology as it becomes available and is implemented into the ODJFS environment.

The offeror must describe its processes for identifying emerging and next generation technology and how it will work with the State to identify a strategic plan to continue improving and upgrading the ODJFS environment.

Joint State Maintenance. The offeror must describe its processes and training opportunities for the State should any maintenance be transitioned to the State. This description should include types of training and transition activities.

Dedicated On-Site Personnel. The offeror must describe its ability to meet the requirements for full time on-site personnel.

Service Levels

Systems Availability. The offeror must clearly describe its processes and capabilities to assure 99.45% systems availability.

Maximum Time to Recovery (MTTR). The offeror must fully describe its ability to meet the MTTR. The offeror must clearly provide detail of its escalation processes in the event that MTTR is not met. The offeror must describe their inventory processes for maintaining spare parts and provide parts depot lists and locations.

Monthly and Weekly Reporting and Invoicing. The offeror must describe its ability to provide statistics to meet the monthly reporting and invoicing requirements.

Enhancement of Existing System

System Administration

Moves, Adds, Changes and Limited Modifications. The offeror must describe, in detail, the system administration process that will be utilized for administration of all installed systems and describe all access requirements. The offeror must describe the process used to make moves, adds, changes, and limited modifications.

Joint Administration / State Transition. The offeror must describe its approach to joint administration and/or transition of the installed systems or future systems to ODJFS personnel.

Future Technology Integration. The offeror must describe its approach to future technology identification and implementation. The offeror must describe its approach to phasing future technologies (i.e., VoIP, ACD, CRM, CTI, etc.) into this architecture environment with no impact to the customer.

- a) **Single Platform, IP Enabled, VXML.** Offeror must describe their experience with migrating systems to IP enabled trunks, IP Telephones, Converges QoS enabled Networks.
- b) **Call Detail Reporting (“CDR”).** Offeror must describe their experience with CDR in an Enterprise Multi-site, distributed Nortel PBX environment.

Project General Information

Schedule. The offeror must describe their ability to meet the schedule described in RFP.

Inventory. Offeror must describe their approach to completing the inventory, including timeframe for completion, staff, format, and methodology for keeping the inventory up-to-date.

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

- A matrix matching each named team member to the staffing requirements in this RFP; and
- A contingency plan that shows the ability to add more staff if needed to ensure meeting both the Maintenance and Operational Support Requirements and Interim Deliverable Agreement due dates.

Time Commitment. The offeror must submit a statement and a chart that clearly indicate the time commitment of the proposed Contract Administrator and the Dedicated Maintenance/Project Technician for this project. The State may reject any Proposal that commits the proposed Project Technician to other projects during the term of the Project, if the State believes that any such commitment may be detrimental to the offeror’s performance.

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

Project Plan. 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. To this end, the offeror must submit a Project Plan that the offeror will use to create a consistent and coherent management plan

for the Project, including the transition effort, inventory process, ongoing maintenance and support activities and each Interim Deliverable Agreement. 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;
- Define key management review as to content, scope, and schedule; and
- Provide a baseline for progress measurement and Project control.

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 unwilling or unable to meet the requirements.

System Development Life Cycle Overview. The State seeks insightful responses that describe proven, lifecycle system development methods. Recommended solutions must demonstrate that the offeror will be prepared to quickly undertake and successfully complete the required tasks.

The offeror must use Attachment Ten to describe the System Development Life Cycle phases, including the activities, milestones, and Deliverables associated with each phase. These phases must be consistent with the proposed system development methodology to effectively plan, organize, control, and manage the maintenance and ongoing support activities as well as each Interim Deliverable Agreement. The description must be sufficiently detailed to demonstrate the offeror's knowledge and understanding of the Project. The description may define other activities or Deliverables that are not Project requirements but that the offeror deems necessary or appropriate. If additional activities or Deliverables are included, the offeror must describe them in detail and explain why the offeror recommends them. The offeror must make the System Development Life Cycle steps as complete and detailed as possible by including key activities for at least the following System Development Life Cycle Phases:

- Requirements,
- Design,
- Development,
- Testing,
- Documentation and Training,
- Deployment, and
- Post-Deployment.

System Requirements Affirmation. The offeror must fully describe how it will use systems analysis techniques to affirm the requirements identified for each Interim Deliverable Agreement and produce a detailed requirements document.

The State reserves the right to require Contractor engineering resources during all JAD sessions.

Design. The offeror must fully describe its approach for the design of the Interim Deliverable Agreement Deliverables, including the design approach, methods, tools, techniques and specific work steps for

completing the technical design process. The offeror must depict the design in sufficient detail to allow the State to verify the design will meet all requirements of the Interim Deliverable Agreement.

The offeror must fully describe how the design will be represented, such as through written specification, design diagrams, a system prototype, CASE tool software, etc.

At a minimum, the offeror's design approach must include the following design phase activities:

- High-Level
- Detail
- Documentation & Testing
- Approval

Development and Testing. The offeror's Proposal must describe the offeror's development approach, methods, tools, and techniques for completing the development and testing processes. Of particular importance are the offeror's testing strategies for unit, system, user acceptance, volume, and regression testing.

Documentation and Training. The offeror must describe its proposed Interim Deliverable Agreement approach, methods, tools, and techniques for user and systems documentation and training. In addition, the Proposal must include the activities the offeror will use to train the State Project staff on the offeror's system development methodology.

System Deployment and Post-Deployment. The offeror must describe its proposed approach, methods, tools, and techniques for deploying and installing the new system components and enhancements. The offeror must fully describe its objectives, approach, methods, tools, techniques and specific work steps for installing new enhancements and maintaining operation throughout the Contract period.

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

Training Plan. The offeror must show how its personnel are kept up to date with the emerging technologies of the industry. Required training, certifications and experience are examples.

Future Technology Migration Plan. The offeror must describe their approach to phasing future technologies (i.e., VoIP, IP Telephones, Converged QoS Enabled Network etc.) into this architecture environment with no impact to the customer. The successful Contractor must be able to provide consultation services that facilitate the migration of current ODJFS Voice applications from the TDM based Voice Only network to a new, Converged IP Based (VoIP) Network. Introduction of new Voice, Video or Data applications (or ancillary considerations such as Disaster Recovery, Business Resumption, etc.) must be consistent with ODJFS direction which includes converging all networks into a single VoIP network and integrating Voice, Data and Video applications.

Equipment and System Elements. The offeror must identify all proposed equipment needed for the Project during the installation, customization (as applicable), implementation, and ongoing operations. The offeror's Proposal must include the proposed manufacturer's name and model for all equipment. Additionally, the offeror must identify any equipment that the State will require for the implementation and ongoing operation of the Project that is not otherwise specified in this RFP.

The equipment and other system specifications in this RFP are minimum Project requirements. The offeror may include features, equipment, or other elements in excess of the minimum but must clearly identify them as such. All elements of the proposed solution must meet the mandatory technical requirements for the Project. If any element of the proposed solution does not meet the minimum requirements, the offeror's Proposal may be rejected as non-responsive.

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 (e.g., 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 third party, 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.

Warranty for Commercial Materials. If the offeror proposes a Deliverable that contains Commercial Software with warranty terms that differ from the warranty terms in Attachment Four, then the scope of warranty must be detailed here. This is required even if the State will not be expected to sign a license for the Deliverable. Any deviation from the standard warranty in Attachment Four may result in a rejection of the offeror's Proposal.

Bond Commitment. The selected offeror must provide a performance bond. The amount of the performance bond must be equal to at least ten percent of the total amount of the Contract, and the bond must remain in place through the term of the Contract and may be renewed or continued annually with the approval of the State. Therefore, each offeror must enclose a letter of commitment from a bonding company for an appropriate performance bond with its Proposal.

The offeror must list the actual cost of securing the performance bond in its Cost Summary, Attachment Eleven. The State will pay only the actual cost of the performance bond and may request a certified copy of the invoice from the bonding company for documentation. If the cost of the bond on the Cost Summary and the cost shown on the bonding company's invoice do not match, the State will pay whichever is less.

Conflict of Interest Statement. Each Proposal must include a statement indicating whether the offeror or any people that may work on or benefit from the Project through the offeror have a possible conflict of interest (e.g., employed by the State of Ohio, etc.) and, if so, the nature of that conflict. The State may reject a Proposal in which an actual or apparent conflict is disclosed. The State also may terminate the Contract if it discovers any actual or apparent conflict of interest that the offeror did not disclose in its Proposal.

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

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

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

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

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

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

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

The State will not be liable for or pay any Project 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 RFP, the Contractor's Proposal, and all approved Interim Deliverable Agreements (collectively, the "RFP Documents") are a part of this Contract and describe the work (the "Project") the Contractor will do and any materials the Contractor will deliver (the "Deliverables") under this Contract. The Contractor must do the Project in a professional, timely, and efficient manner and will provide the Deliverables in a proper fashion. The Contractor also must furnish its own support staff necessary for the satisfactory performance of the Project.

The Contractor will consult with the appropriate State representatives and others necessary to ensure a thorough understanding of the Project and satisfactory performance. The State may give instructions to or make requests of the Contractor relating to the Project, and the Contractor will 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 Project and will not amend or alter the scope of the Project.

Term. Unless this Contract is terminated or expires without renewal, it will remain in effect until the Project is completed to the satisfaction of the State and the Contractor is paid. However, 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, 2008. 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 Project continues. Termination or expiration of this Contract will not limit the Contractor's continuing obligations with respect to Deliverables that the State paid for before 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 Project 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 Project. The Contractor must make those deliveries, meet those milestones, and complete the Project 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 termination provision contained below.

The State also may have certain obligations to meet. Those obligations, if any, are also 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 Project. The Contractor must deliver any such notice to both the Project 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 Project. 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 Project, and the Contractor must provide any incidental items omitted in the RFP Documents as part of the Contractor's not-to-exceed fixed price. The Contractor also must fully identify, describe, and document all systems that are delivered as a part of the Project. All hardware, software, supplies, and other required components (such as documentation, conversion, training, and maintenance) for the Project to be complete and useful to the State are included in the Project and the not-to-exceed fixed price.

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 Project or, in the case of milestone payments or periodic payments of an hourly, daily, weekly, monthly, or annual rate, all relevant parts of the Project 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 Project executive, the Project 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 the Project, 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 Project 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 Project, such will be the sole and exclusive responsibility of the Contractor. Further, 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: PROJECT 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 Project duplicates the work done or to be done under the other contracts.

Other Contractors. The State may hold other contracts for additional or related work, including among others independent verification and validation (IV&V) work for this Project. 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 this Project. Such cooperation includes expeditiously providing the IV&V contractor with full and complete access to all Project work product, records, materials, personnel, meetings, and correspondence as the IV&V contractor may request. Additionally, the Contractor must include the obligations of this provision in all its contracts with its subcontractors that work on this Project.

Subcontracting. The Contractor may not enter into subcontracts related to the Project after award without written approval from the State. Nevertheless, 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 Project. 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 Project in a timely and professional manner. The Contractor will hold the State harmless for and will 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. Further, 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. 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. Additionally, the Contractor must keep all Project-related records and documents at its principal place of business or at its office where the work was performed.

In addition, the Contractor must keep a separate account for the Project (the "Project Account"). All payments made from the Project Account may be only for obligations incurred in the performance of this Contract and must be supported by contracts, invoices, vouchers, and any other data needed to audit and verify the payments. All payments from the Project Account must be for obligations incurred only after the effective date of this Contract, unless the State has given specific written authorization for making prior payments from the Project Account.

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 Project. This audit right also applies to the State's duly authorized representatives and any person or organization providing financial support for the Project.

Unless it is impracticable to do so, the Contractor must keep all records related to this Contract in a single location, either at the Contractor's principle place of business or its place of business where the work was done. If this is not practical, the Contractor must assume the cost of collecting, organizing, and relocating the records and any technology needed to access the records to the Contractor's office nearest Columbus, Ohio whenever the State or anyone else with audit rights requests access to the Contractor's Project records. The Contractor will do so with all due speed, not to exceed ten business days.

If any audit reveals any material deviation from the Project's specifications, any misrepresentation, or any overcharge to the State, the State will be entitled to recover damages, as well as the cost of the audit.

For each subcontract in excess of \$25,000.00, the Contractor must require its subcontractors to agree to the requirements of this section and the record-keeping section. Subcontracts with smaller amounts involved need not meet this requirement, but the Contractor may not artificially break up contracts with its subcontractors to take advantage of this exclusion.

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

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

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

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

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

State Personnel. During the term of this Contract and for one year after completion of the Project, the Contractor may not hire or otherwise contract for the services of any State employee involved directly or

indirectly with the Project.

Performance Bond. The Contractor must provide the Procurement Representative with a performance bond in the amount required by the RFP Documents within 30 business days after receipt of a purchase order for this Contract. The bond must be issued by a company authorized by Ohio's Department of Insurance to do business in Ohio and must indemnify the State against all direct damages it suffers from any failure of the Contractor to perform properly.

Failure of the Contractor to provide the performance bond on or before the date it is required will result in a breach of this Contract without a cure period and termination or suspension (or ultimately both) of this Contract for cause. The performance bond must remain in place through the term of the contract but may be renewed or continued annually with the approval of the State. Further, the terms of the bond must reflect the terms of this section, or the State will reject it and treat the failure of conformance as a failure by the Contractor to deliver the bond in a timely fashion.

Concurrent with the delivery of the performance bond, the Contractor must provide the State with a certified copy of the invoice for the bond from the bonding company. The State will reimburse the Contractor for the lesser of the amount of the performance bond reflected on the bonding company's certified invoice or the cost shown on the Cost Summary of the Contractor's proposal.

Replacement Personnel. If the RFP Documents contain the names of specific people who will work on the Project, 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 Project 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 Project, if doing so is necessary for legal or disciplinary reasons. However, 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 Project 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 Project. 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 Project. 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 Project, 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 Project, 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.

The State also 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 Project. If a third party is providing funding for the Project, the State also may terminate this Contract should that third party fail to release any Project funds. The RFP Documents normally identify any third party source of funds for the Project, 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 work on the Project 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 Project's completion, any costs incurred in doing the Project 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. However, if the State determines that delivery in that manner would not be in its interest, then the State will designate a suitable alternative form of delivery, which the Contractor must honor.

If the State terminates this Contract for cause, it will be entitled to cover for the Project 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 Project to the extent that such costs, when combined with payments already made to the Contractor for the Project 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 on the Project 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 Project completed or the hours of work performed in relation to the estimated total hours required to perform the entire Project.

The State will have the option of suspending rather than terminating the Project, 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 Project rather than termination for cause, the Contractor will not be entitled to any compensation for any work performed. If the State reinstates the Project 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 Project just as is required by this Section in the case of termination. After suspension of the Project, the Contractor may not perform any work without the consent of the State and may resume 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 Project. 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 Project 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 Project 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 "Project Representative." The Project Representative will review all reports the Contractor makes in the performance of the Project, will conduct all liaison with the Contractor, and will accept or reject the Deliverables and the completed Project. The Project Representative may delegate his responsibilities for individual aspects of the Project to one or more managers, who may act as the Project Representative for those individual portions of the Project.

The Contractor's Project Manager under this Contract will be the person identified on the RFP Documents as the "Project Manager." If no designated Project Manager is being utilized, the "Technical Lead" will perform in that capacity. The Project Manager will be the Contractor's liaison with the State under this Contract. The Project Manager also will conduct all Project meetings and prepare and submit to the Project 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 Project.

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 work with the equipment and facilities on an "as is" basis.

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

If any part of the Project 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 Project Representative certifying that installation is complete and the Project, 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 Project 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 Project and maintaining them throughout the duration of this Contract.

Changes. The State may make reasonable changes within the general scope of the Project, including both the original Contract and subsequent Interim Deliverable Agreements. 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 Project, 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 Project, 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 Project 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 Project, 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 Office of Information Technology 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 Project or replacing one part of the Project with the change, the State will get a credit for the work no longer required under the original scope of the Project. 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 Project, 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 interests 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 Project. 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 Project. 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 be liable for any unintentional disclosure of Confidential Information that results despite the Contractor's exercise of at least the same degree of care as it normally takes to safeguard its own secrets, except when the Contractor's procedures are not reasonable given the nature of the Confidential Information or when the disclosure nevertheless results in liability to the State.

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) 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.

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

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

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

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

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

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

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

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

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

For Commercial Software, the State will have the rights in items (1) through (6) of this section with respect to the software. The State will not use any Commercial Software except as provided in items (1) through (6) of this section 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) all hardware, software, firmware, and similar devices and materials provided under this Contract will be designed to operate without regard to the turning of a century and process dates in a manner that takes into account dates occurring before and after the turning of a century; (6) 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 (7) 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 Project 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 Project. The Contractor also must indemnify the State for any direct damages and claims by third parties based on a breach of these warranties. This obligation of indemnification will not apply where the State has modified or misused the Deliverable and the claim is based on the modification or misuse. The State will give the Contractor notice of any such claim as soon as reasonably practicable. If a successful claim of infringement is made, or if the Contractor reasonably believes that an infringement claim that is pending may actually succeed, the Contractor must do one of the following things: (1) modify the Deliverable so that it is no longer infringing; (2) replace the Deliverable with an equivalent or better item; (3) acquire the right for the State to use the infringing Deliverable as it was intended for the State to use under this Contract; or (4) remove the Deliverable and refund the amount the State paid for the Deliverable and the amount of any other Deliverable or item that requires the availability of the infringing Deliverable for it to be useful to the State.

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

For Commercial Software licensed from a third party that is incorporated into a Deliverable, the Contractor represents and warrants that it has done one of the following things: (a) obtained the right from the third-party licensor to commit to the warranties and maintenance obligations in this Section; (b) obtained a binding commitment from the licensor to make those warranties and maintenance obligations directly to the State; or (c) fully disclosed in the RFP Documents any discrepancies between the requirements of this section and the commitment the third-party licensor has made.

In addition, for Commercial Software that is incorporated into a Deliverable, the Contractor will: (a)

maintain or cause the third-party licensor to maintain the Commercial Software so that it operates in the manner described in the RFP Documents (or any attachment referenced in the RFP Documents) and relevant Commercial Software documentation; (b) supply technical bulletins and updated user guides; (c) supply the State with updates, improvements, enhancements, and modifications to the Commercial Software and documentation and, if available, the commentary and the source code; (d) correct or replace the Commercial Software and/or remedy any material programming error that is attributable to the Contractor or the third-party licensee; (e) maintain or cause the third-party licensor to maintain the Commercial Software and documentation to reflect changes in the subject matter the Commercial Software deals with; (f) maintain or obtain a commitment from the third-party licensor to maintain the Commercial Software so that it will properly operate in conjunction with changes in the operating environment in which it is designed to operate.

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

Equipment Warranty. If any electrical equipment, mechanical device, computer hardware, telecommunications hardware, or other type of physical machinery ("Equipment") will be a part of any Deliverable, the following warranties apply. The Contractor warrants that the Equipment fully complies with all government environmental and safety standards applicable to the Equipment. The Contractor also warrants for one year from the acceptance date of the Equipment that the Equipment will perform substantially in accordance with specifications described in the RFP Documents, the user manuals, technical materials, and related writings published by the manufacturer for the Equipment. The foregoing warranties will not apply to Equipment that is modified or damaged after title passes to the State.

The Contractor must notify the State in writing immediately upon the discovery of any breach of the warranties given above.

The Contractor must do the following if any Equipment does not meet the above warranties:

- (a) Cause the Equipment to perform as required, or, if that is not commercially practicable, then;
- (b) Grant the State a refund equal to the amount the State paid for the Equipment or, if such has not been individually priced, the manufacturer's suggested retail price for the Equipment.

Except where the Contractor's breach of a warranty makes it not possible for the State to do so, the State will return the affected Equipment to the Contractor in the case of a refund under the previous paragraph.

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.

Liquidated Damages. The State, in its sole discretion, may assess the following liquidated damages if the Contractor fails to perform at the stated service levels. Any liquidated damages assessed by the State will be subject to the offset section of this Contract. Liquidated Damages applies to any system within a services component.

Transition. If the Contractor fails to complete all transition activities during the eight week transition timeframe, liquidated damages will be assessed in the amount of \$1,000.00 per day for every day beyond eight weeks.

Systems Availability. Damages for not meeting the 99.45% system service component availability during core hours will be assessed as follows:

- Service Component System Availability at 99.45% or higher – no damages assessed.
- Service Component System Availability at 89.44% to 99.45% - 5% of the total monthly maintenance amount will be assessed for each service component performing in this range.
- Service Component System Availability at 79.44% to 89.44% - 10% of the total monthly maintenance amount will be assessed for each service component performing in this range.
- Service Component System Availability below 79.44% - 50% of the total monthly maintenance amount will be assessed for each service component performing in this range.

Maximum Time to Recovery (MTTR). The following damages will be assessed per occurrence for failure to meet the MTTR.

Core Business Hours

- **High Impact Failure** - 3 % of total monthly maintenance cost.
- **Medium Impact Failure** - 2 % of total monthly maintenance cost.
- **Low Impact Failure** – 1% of total monthly maintenance cost.
- **Outlying Office / Processing Centers** – 1% of total monthly maintenance cost.

Non-Core Business Hours

- **High Impact Failure** – 1% of total monthly maintenance cost.
- **Medium Impact Failure** - 1% of total monthly maintenance cost.
- **Low Impact Failure** – 1% of total monthly maintenance cost.
- **Outlying Office / Processing Centers** – 1% of total monthly maintenance cost.

Interim Deliverable Agreements - If the Contractor fails to meet implementation or Deliverable timelines, liquidated damages in the amount of \$5,000 for every seven days the timeline is not met may be assessed, except where the State and the Contractor agree to extend the due date.

Payment of Liquidated Damages. If the Contractor fails to meet the obligations in items listed above for any reason other than an excusable delay, as defined elsewhere in the Contract, the State may assess liquidated damages in the amounts specified until the date this Contract is terminated. The Liquidated damages are solely for addressing the State's damages for the time specified above, which would be difficult to measure in actual damages. The liquidated damages are not intended as damages for termination of the Contract due to the Contractor's default, cost to the State to correct the failure itself or have the failure corrected by a third party, liability to others for the failure, or cost to cover after

termination for the Contractor's failed performance. 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 applicable provisions elsewhere in this Contract for such a 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.

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 total evaluation cost 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 of each Interim Deliverable Agreement. During the performance period, the State, with the assistance of the Contractor, will perform acceptance testing. 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 and the Interim Deliverable Agreement will be supplemented with the 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 RFP Documents. Acceptance of the Interim Deliverable Agreement Deliverable depends on a successful completion of the performance period defined in this section and the RFP Documents. This section applies to the any Deliverable, and any part of it, as well as replacements or substitutes after completion of a successful performance period.

If the Deliverable 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 Deliverable 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 Deliverable.

The Deliverable may have components that can be tested for acceptance individually. If that is so, there may be acceptance criteria listed in the Contract Documents for each part of the Project that will be independently tested and accepted. However, unless the Contract 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 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 equal to the cost of acquiring a replacement for the rejected component.

The acceptable level of performance for the systems described in the RFP will be 99.45%, unless otherwise specified in the RFP Documents. The performance level for the Project is computed by dividing the sum of the uptime by the number of working hours during the test time. "Uptime" means the total hours, rounded to the nearest quarter hour, during which all components of the Project are operational

and all functions of the Project are available to its users. The number of “working hours” means the total number of working hours for the period during which the Project was scheduled to be available to its users. Uptime and downtime will be measured in hours and quarter hours.

During a period of downtime, the State may use operable components of the existing system when that will not interfere with repair of inoperable components. Downtime will start at the time a component becomes inoperable. The Contractor must not rely on the State for notification of an outage or a problem.

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.

Software Maintenance. If this Contract involves software as a Deliverable, then, during the warranty period, the Contractor must correct any material programming errors that are attributable to the Contractor within the timeframes specified in the maintenance and operational support section of this RFP. However, the Contractor must not rely on the State for notification of a problem

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

Equipment Maintenance. If this Contract involves Equipment as a Deliverable, then, upon Equipment delivery and for 12 months after acceptance, the Contractor must provide Equipment maintenance to keep the Equipment in or restore the Equipment to good working order. This maintenance must include preventative and remedial maintenance, installation of safety changes, and installation of engineering changes based upon the specific needs of the individual item of Equipment. This maintenance must include the repair, replacement, or exchange deemed necessary to keep the Equipment in good working condition. For purposes of this Contract, Equipment restored to good working condition means Equipment that performs in accordance with the manufacturer's published specifications and the RFP Documents.

The Contractor must exert its best efforts to perform all fault isolation and problem determination attributed to the Equipment covered under this Contract.

The following services are outside the scope of this Contract:

- a. Maintenance to bring the Equipment into compliance with any law, rule, or regulation if such law, rule, or regulation was not in effect on the acceptance date.
- b. Repair and replacement work or increase in maintenance time as a result of damage or loss resulting from casualty or the State's misuse of the Equipment, damage resulting from improper packing or failure to follow prescribed shipping instructions (if such is done by the State), failure of electrical power, air conditioning or humidity control, use of supplies not approved by the original manufacturer of the Equipment as described or included in the Contractor's Proposal, or causes other than ordinary use of the Equipment.
- c. Furnishing platens, supplies, or accessories, making specification changes, or adding or removing approved accessories, attachments, or other devices.
- d. Maintenance or any increase in maintenance time resulting from any maintenance or inappropriate connection to other equipment (not done by the Contractor) that results in damage to the Equipment.
- e. Activities required to restore the Equipment to good operating condition if the problem has resulted from someone other than Contractor's authorized service personnel repairing, modifying, or performing any maintenance service on the Equipment.

Equipment Maintenance Standards. This section applies if Equipment will be a Deliverable under this Contract.

The Contractor must complete all remedial Equipment maintenance within eight business hours after notification by the State that maintenance is required. In the case of preventative maintenance, the Contractor must perform such in accordance with the manufacturer's published schedule and specifications. If maintenance is not completed or substitute equipment provided within eight hours after notification by the State, the Contractor will be in default.

All maintenance also must meet any standards contained in the RFP Documents. Failure of the Contractor to meet or maintain these requirements will provide the State with the same rights and remedies specified elsewhere in the RFP Documents for default, except that the Contractor will only have eight hours to remedy the default.

The Contractor must provide adequate staff to provide the maintenance required by this Contract.

Equipment Maintenance Continuity. This section applies if Equipment will be a Deliverable under this Contract.

If the Contractor is unable to provide maintenance services to meet the State's ongoing performance requirements for Equipment delivered under this Contract, and if, in the State's sole opinion, the Contractor is unlikely to resume providing warranty services that meet the State's ongoing performance requirement, the Contractor will be in default. The State then will be entitled to the remedies in the default section of this Contract. However, the State will also be entitled to the following items from the Contractor: (a) all information necessary for the State to perform the maintenance, including logic diagrams, maintenance manuals and system and unit schematics, as modified by the Contractor; and (b) a listing of suppliers capable of supplying necessary spare parts.

Any information in items (a) and (b) above that is rightfully identified by the Contractor as confidential information will be maintained in confidence by the State, except where disclosure to a third party is necessary for the State to continue the maintenance. However, any third party to whom disclosure is made must agree to hold such proprietary information in confidence and to make no further disclosure of it. Further, any such confidential information will be used solely to perform the Contractor's maintenance obligations hereunder and will be returned to the Contractor upon completion of such use.

Principal Period of Maintenance (General). This section applies if software or Equipment will be a Deliverable under this Contract.

The Contractor must make maintenance available twenty-four hours per day, seven days a week. Travel time and expenses related to remedial and preventive maintenance will not be considered billable but will be included in the Contractor's firm, fixed Fee for as part of the annual maintenance Fee.

Maintenance Access (General). This section applies if software or Equipment will be a Deliverable under this Contract.

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

Key Maintenance Personnel (General). This section applies if software or Equipment will be a Deliverable under this Contract.

The Contractor must identify all key people responsible for providing maintenance on the Project, furnish the State with a means of identifying these people, furnish the State with their credentials, and notify the State at least 30 calendar days in advance of any reductions in staffing levels of key people at the office serving the State.

PART SIX: CONSTRUCTION

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

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

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

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

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

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

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

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

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

PART SEVEN: LAW AND COURTS

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

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

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

Ohio Ethics and Elections Law. The Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of the Ohio ethics laws.

In accordance with Executive Order 2007-01S, the Contractor, by signature on this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflicts of interest laws, and (3) will take no action inconsistent with those laws and this order. The Contractor understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State.

The Contractor hereby certifies that all applicable parties listed in Division (I)(3) or (J)(3) of Ohio Revised Code Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of Ohio Revised Code Section 3517.13.

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. During the Project, the Contractor must not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, or Vietnam-era veteran status ("Protected Status"). The Contractor must ensure that applicants for employment and employees are treated without regard to their Protected Status.

The Contractor must post notices with the provisions of this section in conspicuous places that are available to employees and applicants and must state in all solicitations and advertisements for employees that it is an equal opportunity employer.

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 OFFICE OF INFORMATION TECHNOLOGY
ON BEHALF OF THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
AND**

(CONTRACTOR)

THIS CONTRACT, which results from RFP 0A1016, entitled Enterprise Telephony Enhancement and Support Project, is between the State of Ohio, through the Office of Information Technology, on behalf of the Ohio Department of Job and Family Services, and _____ (the "Contractor").

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

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

Notwithstanding the order listed above, change orders, Interim Deliverable Agreements and amendments to the Contract or an Interim Deliverable Agreements issued after the Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most recent of them will take precedence over anything else that is part of the Contract.

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

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

CONTRACTOR

STATE OF OHIO
OFFICE OF INFORMATION TECHNOLOGY

SAMPLE – DO NOT FILL OUT

By: _____

By: R. Steve Edmonson

Title: _____

Title: Director, Office of Information Technology
State Chief Information Officer

Date: _____

Date: _____

**ATTACHMENT SIX
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 SEVEN
CONTRACTOR PERFORMANCE FORM

The offeror must provide the following information for the past seven years. Please indicate yes or no in each column.

| Yes/No | Description |
|--------|---|
| | The offeror has had a contract terminated for default or cause. If so, the offeror must submit full details, including the other party's name, address, and telephone number. |
| | The offeror has been assessed any penalties in excess of \$10,000, including liquidated damages, under any of its existing or past contracts with any organization (including any governmental entity). If so, the offeror must provide complete details, including the name of the other organization, the reason for the penalty, and the penalty amount for each incident. |
| | 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 offeror's 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 on the project, and the best interests of the State.

**ATTACHMENT EIGHT
OFFEROR PROFILE SUMMARY**

OFFEROR MANDATORY REQUIREMENTS

Duplicate this form as necessary to provide sufficient information that demonstrates meeting the MANDATORY REQUIREMENT of: At least two references where the offeror designed, implemented, and maintained a voice over IP/converged system and IP telephony system of at least 500 stations within the last 48 months.

| | | |
|---|---|--|
| Client Name: | Client Contact Name: | |
| Address: | Phone Number: | |
| Project Name: | Beginning Date of Experience Month/Year: | Ending Date of Experience Month/Year: |
| Description of services the offeror provided in designing, implementing, and maintaining a voice over IP/converged system and IP telephony system of at least 500 stations: | | |
| | | |

**ATTACHMENT EIGHT
OFFEROR PROFILE SUMMARY**

OFFEROR MANDATORY REQUIREMENTS

Duplicate this form as necessary to provide sufficient information that demonstrates meeting the MANDATORY REQUIREMENT of: At least one reference where the offeror designed, implemented, and maintained a voice over IP/converged system and IP telephony system in a distributed and integrated architecture of at least five locations.

A network diagram must be included to demonstrate the topology of the requirement.

| | | |
|---|---|--|
| Client Name: | Client Contact Name: | |
| Address: | Phone Number: | |
| Project Name: | Beginning Date of Experience Month/Year: | Ending Date of Experience Month/Year: |
| Description of services the offeror provided designing, implementing, and maintaining a voice over IP/converged system and IP telephony system in a distributed and integrated architecture of at least five locations: | | |
| | | |

**ATTACHMENT EIGHT
OFFEROR PROFILE SUMMARY**

OFFEROR REQUIREMENTS

Duplicate this form as necessary to provide sufficient information that demonstrates meeting the REQUIREMENT of: At least two (2) references within the last sixty (60) months where the offeror performed planning, designing, and implementing a distributed and integrated multi-site Enterprise Nortel Telephone System. The experience described must include all of the following:

- Hardware/software designs,
- Voice Circuit/Network design (data, voice, video)
 - Bandwidth requirements and analysis
 - Failover
 - Fault tolerance
 - Capacity Planning
- Load balancing
- High availability
- Display/Real time/Reporting
- Data Definitions and Test Plans
- Enterprise topology design documentation

One of the projects must be of similar topology and complexity as defined in the RFP. A network diagram must be included to demonstrate the requirement of similar topology and complexity.

| | | |
|---|---|--|
| Client Name: | Client Contact Name: | |
| Address: | Phone Number: | |
| Project Name: | Beginning Date of Experience Month/Year: | Ending Date of Experience Month/Year: |
| Description of services the offeror performed planning, designing, and implementing a distributed and integrated multi-site Enterprise Nortel Telephone System: | | |
| | | |
| Provide a detailed description of how the referenced project demonstrates a topology and complexity similar to that of the RFP: | | |
| | | |

**ATTACHMENT EIGHT
OFFEROR PROFILE SUMMARY**

OFFEROR REQUIREMENTS

Duplicate this form as necessary to provide sufficient information that demonstrates meeting the REQUIREMENT of: At least two (2) references within the last sixty (60) months where the offeror managed, maintained, and operated for a total of 12 months:

- A distributed and integrated multi-site Enterprise Nortel Telephone System and a
- NOC and helpdesk with state of the art IP based monitoring tools and helpdesk software

One of the projects must be of similar topology and complexity as defined in the RFP. A network diagram must be included to demonstrate the requirement of similar topology and complexity.

| | | |
|---|---|--|
| Client Name: | Client Contact Name: | |
| Address: | Phone Number: | |
| Project Name: | Beginning Date of Experience Month/Year: | Ending Date of Experience Month/Year: |
| Description of services in which the offeror managed, maintained, and operated a distributed and integrated multi-site Enterprise Nortel Telephone System and a NOC and helpdesk with state of the art IP based monitoring tools and helpdesk software: | | |
| Provide a detailed description of how the referenced project demonstrates a topology and complexity similar to that of the RFP: | | |

**ATTACHMENT EIGHT
OFFEROR PROFILE SUMMARY**

OFFEROR REQUIREMENTS

Duplicate this form as necessary to provide sufficient information that demonstrates meeting the REQUIREMENT of: Minimum of two (2) projects of similar topology and complexity scope that included defining, meeting and reporting on customer defined SLAs and service level metrics in an integrated Enterprise Telephone environment for the offeror. A network diagram must be included to demonstrate the requirement of similar topology and complexity.

| | | |
|--|---|--|
| Client Name: | Client Contact Name: | |
| Address: | Phone Number: | |
| Project Name: | Beginning Date of Experience Month/Year: | Ending Date of Experience Month/Year: |
| Description of services the offeror provided defining, meeting and reporting on customer defined SLAs and service level metrics in an integrated Enterprise Telephone environment: | | |
| Provide a detailed description of how the referenced project demonstrates a topology and complexity similar to that of the RFP: | | |

**ATTACHMENT EIGHT
OFFEROR PROFILE SUMMARY**

OFFEROR / SUBCONTRACTOR REQUIREMENTS

Duplicate this form as necessary to provide sufficient information that demonstrates meeting the REQUIREMENT of: Describe any offeror and/or subcontractor experience with the following technologies in an enterprise telephone system environment:

- VoIP, QoS, Convergence, IP Based, Unified Communication, Wireless, Network Aware
- Window Server 2003
- SNMP, SIP, Active Directory, H323

| | | |
|---|---|--|
| Client Name: | Client Contact Name: | |
| Address: | Phone Number: | |
| Project Name: | Beginning Date of Experience Month/Year: | Ending Date of Experience Month/Year: |
| Description of services the offeror provided in an enterprise telephone system environment: | | |
| | | |

**ATTACHMENT NINE
PERSONNEL PROFILE SUMMARY**

CANDIDATE REFERENCES

Duplicate this form for each candidate.

Position: _____

Candidate: _____

References. Provide three references for which the proposed candidate has successfully demonstrated meeting the requirements of the RFP on projects of similar size and scope in the past five years. The name of the person to be contacted, phone number, company, address, brief description of project size and complexity, and date (month and year) of employment must be given for each reference. These references must be able to attest to the candidate's specific qualifications.

The reference given should be a person within the client's organization and not a co-worker or a contact within the offerors organization.

If less than three references are provided, the offeror must explain why. The State may disqualify the Proposal if less than three references are given. Duplicate this form as necessary.

| | | | |
|---|---|--|--|
| Client Name: | | Client Contact Name: | |
| Address: | | Phone Number: | |
| Project Name: | Beginning Date of Experience Month/Year: | Ending Date of Experience Month/Year: | |
| Description of services provided by the candidate that are similar as those to be provided as part of this Project: | | | |
| Description of client project size and complexity. | | | |

**ATTACHMENT NINE
PERSONNEL PROFILE SUMMARY**

CANDIDATE EDUCATION AND TRAINING

Duplicate this form for each candidate.

Position: _____

Candidate: _____

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

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

**ATTACHMENT NINE
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
CONTRACT ADMINISTRATOR**

Candidates Name: _____

Duplicate this form as necessary to provide sufficient information that demonstrates meeting the REQUIREMENT of: Minimum twenty-four (24) months managing telecommunication contracts, including project scope and pricing of fixed price deliverables in projects of similar topology and complexity as defined in this RFP. A network diagram must be included to demonstrate the requirement of similar topology and complexity.

| | | | |
|---|---|--|--|
| Client Name: | | Client Contact Name: | |
| Address: | | Phone Number: | |
| Project Name: | Beginning Date of Experience Month/Year: | Ending Date of Experience Month/Year: | |
| Description of services provided managing telecommunication contracts, including project scope and pricing of fixed price deliverables. | | | |
| Provide a detailed description of how the referenced project demonstrates a topology and complexity similar to that of the RFP: | | | |

**ATTACHMENT NINE
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
CONTRACT ADMINISTRATOR**

Candidates Name: _____

Duplicate this form as necessary to provide sufficient information that demonstrates meeting the REQUIREMENT of: Minimum twenty-four (24) months experience invoicing, placing and tracking orders and product availability in projects of similar topology and complexity as defined in this RFP. A network diagram must be included to demonstrate the requirement of similar topology and complexity.

| | | | |
|---|---|--|--|
| Client Name: | | Client Contact Name: | |
| Address: | | Phone Number: | |
| Project Name: | Beginning Date of Experience Month/Year: | Ending Date of Experience Month/Year: | |
| Description of services provided invoicing, placing and tracking orders and product availability: | | | |
| Provide a detailed description of how the referenced project demonstrates a topology and complexity similar to that of the RFP: | | | |

**ATTACHMENT NINE
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
CONTRACT ADMINISTRATOR**

Candidates Name: _____

Duplicate this form as necessary to provide sufficient information that demonstrates meeting the REQUIREMENT of: The candidate must have been an employee of the Prime Contractor for a minimum of twelve (12) months.

| | | |
|--|---|--|
| Client Name: | Client Contact Name: | |
| Address: | Phone Number: | |
| Project Name: | Beginning Date of Experience Month/Year: | Ending Date of Experience Month/Year: |
| Description of services provided as an employee of the Prime Contractor: | | |
| | | |

**ATTACHMENT NINE
PERSONNEL PROFILE SUMMARY
CANDIDATE REQUIREMENTS
PBX PROJECT / TECHNICAL LEAD**

Candidates Name: _____

Duplicate this form as necessary to provide sufficient information that demonstrates meeting the REQUIREMENT of: Minimum one (1) project designing, implementing, and supporting a distributed, integrated, multi-site enterprise PBX/Telephony system of similar topology and complexity as defined in this RFP. A network diagram must be included to demonstrate the requirement of similar topology and complexity.

| | | |
|---|---|--|
| Client Name: | Client Contact Name: | |
| Address: | Phone Number: | |
| Project Name: | Beginning Date of Experience Month/Year: | Ending Date of Experience Month/Year: |
| Description of services provided project designing, implementing, and supporting a distributed, integrated, multi-site enterprise PBX/Telephony system: | | |
| Provide a detailed description of how the referenced project demonstrates a topology and complexity similar to that of the RFP: | | |

**ATTACHMENT NINE
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
PBX PROJECT / TECHNICAL LEAD**

Candidates Name: _____

Duplicate this form as necessary to provide sufficient information that demonstrates meeting the REQUIREMENT of: Minimum twelve (12) months engineering and design experience with a distributed, integrated, multi-site Nortel enterprise telephone system of similar topology and complexity as defined in this RFP.

A network diagram must be included to demonstrate the requirement of similar topology and complexity.

| | | | |
|--|---|--|--|
| Client Name: | | Client Contact Name: | |
| Address: | | Phone Number: | |
| Project Name: | Beginning Date of Experience Month/Year: | Ending Date of Experience Month/Year: | |
| Description of services engineering and design experience with a distributed, integrated, multi-site Nortel enterprise telephone system: | | | |
| Provide a detailed description of how the referenced project demonstrates a topology and complexity similar to that of the RFP: | | | |

**ATTACHMENT NINE
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
PBX PROJECT / TECHNICAL LEAD**

Candidates Name: _____

Duplicate this form as necessary to provide sufficient information that demonstrates meeting the REQUIREMENT of: Experience as a lead technician on a minimum of one project utilizing a standard systems development life cycle and project management methodologies (i.e., managing to work plans, status reporting, etc.).

| | | |
|---|---|--|
| Client Name: | Client Contact Name: | |
| Address: | Phone Number: | |
| Project Name: | Beginning Date of Experience Month/Year: | Ending Date of Experience Month/Year: |
| Description of services provided as a lead technician on a project utilizing a standard systems development life cycle and project management methodologies (i.e., managing to work plans, status reporting, etc.): | | |
| | | |

**ATTACHMENT NINE
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
PBX PROJECT / TECHNICAL LEAD**

Candidates Name: _____

Duplicate this form as necessary to provide sufficient information that demonstrates meeting the REQUIREMENT of: Minimum twelve (12) months experience developing and implementing test plans for enhancements to the PBX/Telephony environment of similar topology and complexity as defined in this RFP. A network diagram must be included to demonstrate the requirement of similar topology and complexity.

| | | | |
|---|---|--|--|
| Client Name: | | Client Contact Name: | |
| Address: | | Phone Number: | |
| Project Name: | Beginning Date of Experience Month/Year: | Ending Date of Experience Month/Year: | |
| Description of services provided developing and implementing test plans for enhancements to a PBX/Telephony environment: | | | |
| Provide a detailed description of how the referenced project demonstrates a topology and complexity similar to that of the RFP: | | | |

**ATTACHMENT NINE
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
PBX PROJECT / TECHNICAL LEAD**

Candidates Name: _____

Duplicate this form as necessary to provide sufficient information that demonstrates meeting the REQUIREMENT of: Minimum twelve (12) months engineering and design experience in IP based, VoIP, QoS, VXML in PBX/Telephony environments.

| | | |
|--|---|--|
| Client Name: | Client Contact Name: | |
| Address: | Phone Number: | |
| Project Name: | Beginning Date of Experience Month/Year: | Ending Date of Experience Month/Year: |
| Description of services provided engineering and design experience in IP based, VoIP, QoS, VXML in PBX/Telephony environments: | | |
| | | |

**ATTACHMENT NINE
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
PBX PROJECT / TECHNICAL LEAD**

Candidates Name: _____

Duplicate this form as necessary to provide sufficient information that demonstrates meeting the REQUIREMENT of: Minimum twelve (12) months experience in capacity planning, performance management, and systems tuning for PBX/Telephony projects similar in topology and complexity as defined within this RFP. A network diagram must be included to demonstrate the requirement of similar topology and complexity.

| | | | |
|---|---|--|--|
| Client Name: | | Client Contact Name: | |
| Address: | | Phone Number: | |
| Project Name: | Beginning Date of Experience Month/Year: | Ending Date of Experience Month/Year: | |
| Description of services provided in capacity planning, performance management, and systems tuning for PBX/Telephony projects: | | | |
| Provide a detailed description of how the referenced project demonstrates a topology and complexity similar to that of the RFP: | | | |

**ATTACHMENT NINE
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
PBX DESIGN DEVELOPMENT SPECIALIST**

Candidates Name: _____

Duplicate this form as necessary to provide sufficient information that demonstrates meeting the REQUIREMENT of: Minimum twelve (12) months experience defining and documenting business requirements in a large scale PBX/Telephony environment similar in topology and complexity as defined in this RFP. A network diagram must be included to demonstrate the requirement of similar topology and complexity.

| | | | |
|---|--|---|--|
| Client Name: | | Client Contact Name: | |
| Address: | | Phone Number: | |
| Project Name: | | Beginning Date of Experience Month/Year: | Ending Date of Experience Month/Year: |
| Description of services provided defining and documenting business requirements in a large scale PBX/Telephony environment: | | | |
| Provide a detailed description of how the referenced project demonstrates a topology and complexity similar to that of the RFP: | | | |

**ATTACHMENT NINE
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
PBX DESIGN DEVELOPMENT SPECIALIST**

Candidates Name: _____

Duplicate this form as necessary to provide sufficient information that demonstrates meeting the REQUIREMENT of: Minimum twelve (12) months experience working with customers to identify and develop benchmarks, test plans and scripts and protocols.

| | | |
|---|---|--|
| Client Name: | Client Contact Name: | |
| Address: | Phone Number: | |
| Project Name: | Beginning Date of Experience Month/Year: | Ending Date of Experience Month/Year: |
| Description of services provided working with customers to identify and develop benchmarks, test plans and scripts and protocols: | | |
| | | |

**ATTACHMENT NINE
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
PBX DESIGN DEVELOPMENT SPECIALIST**

Candidates Name: _____

Duplicate this form as necessary to provide sufficient information that demonstrates meeting the REQUIREMENT of: Minimum twelve (12) months design and development experience with a distributed, integrated, multi-site Nortel enterprise telephone system.

| | | |
|---|---|--|
| Client Name: | Client Contact Name: | |
| Address: | Phone Number: | |
| Project Name: | Beginning Date of Experience Month/Year: | Ending Date of Experience Month/Year: |
| Description of services provided designing and developing a distributed, integrated, multi-site Nortel enterprise telephone system: | | |
| | | |

**ATTACHMENT NINE
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
PBX DESIGN DEVELOPMENT SPECIALIST**

Candidates Name: _____

Duplicate this form as necessary to provide sufficient information that demonstrates meeting the REQUIREMENT of: Minimum twelve (12) months experience developing, implementing, and conversion planning in a multi-vendor PBX/Telephony environment.

| | | |
|---|---|--|
| Client Name: | Client Contact Name: | |
| Address: | Phone Number: | |
| Project Name: | Beginning Date of Experience Month/Year: | Ending Date of Experience Month/Year: |
| Description of services provided developing, implementing, and conversion planning in a multi-vendor PBX/Telephony environment: | | |
| | | |

**ATTACHMENT NINE
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
PBX DESIGN DEVELOPMENT SPECIALIST**

Candidates Name: _____

Duplicate this form as necessary to provide sufficient information that demonstrates meeting the REQUIREMENT of: Minimum twelve (12) months experience testing PBX/Telephony applications, including unit, system, network, and user acceptance testing.

| | | |
|--|---|--|
| Client Name: | Client Contact Name: | |
| Address: | Phone Number: | |
| Project Name: | Beginning Date of Experience Month/Year: | Ending Date of Experience Month/Year: |
| Description of services provided testing PBX/Telephony applications, including unit, system, network, and user acceptance testing: | | |
| | | |

**ATTACHMENT NINE
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
PBX PROGRAMMER / DEVELOPER**

Candidates Name: _____

Duplicate this form as necessary to provide sufficient information that demonstrates meeting the REQUIREMENT of: Minimum twelve (12) months experience programming in a Nortel PBX/Telephony environment similar in topology and complexity as defined in this RFP. A network diagram must be included to demonstrate the requirement of similar topology and complexity.

| | | |
|---|---|--|
| Client Name: | Client Contact Name: | |
| Address: | Phone Number: | |
| Project Name: | Beginning Date of Experience Month/Year: | Ending Date of Experience Month/Year: |
| Description of services provided programming in a Nortel PBX/Telephony environment: | | |
| Provide a detailed description of how the referenced project demonstrates a topology and complexity similar to that of the RFP: | | |

**ATTACHMENT NINE
PERSONNEL PROFILE SUMMARY
CANDIDATE REQUIREMENTS
PBX PROGRAMMER / DEVELOPER**

Candidates Name: _____

Duplicate this form as necessary to provide sufficient information that demonstrates meeting the REQUIREMENT of: Minimum twelve (12) months experience with PBX/Telephony scripts, testing (including unit, systems, network, and user acceptance testing), and change control for projects of similar topology and complexity as defined in this RFP.

A network diagram must be included to demonstrate the requirement of similar topology and complexity.

| | | | |
|---|---|--|--|
| Client Name: | | Client Contact Name: | |
| Address: | | Phone Number: | |
| Project Name: | Beginning Date of Experience Month/Year: | Ending Date of Experience Month/Year: | |
| Description of services provided with PBX/Telephony scripts, testing (including unit, systems, network, and user acceptance testing), and change control: | | | |
| Provide a detailed description of how the referenced project demonstrates a topology and complexity similar to that of the RFP: | | | |

**ATTACHMENT NINE
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
PBX SUBJECT MATTER EXPERT**

Candidates Name: _____

Duplicate this form as necessary to provide sufficient information that demonstrates meeting the REQUIREMENT of: Minimum two (2) projects experience operating, designing, implementing, and supporting a distributed, integrated, multi-site enterprise PBX/Telephony system.

The experience described must include all of the following:

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

One of the projects must be of similar topology and complexity as defined in the RFP. A network diagram must be included to demonstrate the requirement of similar topology and complexity.

| | | | |
|--|---|--|--|
| Client Name: | | Client Contact Name: | |
| Address: | | Phone Number: | |
| Project Name: | Beginning Date of Experience Month/Year: | Ending Date of Experience Month/Year: | |
| Description of services provided operating, designing, implementing, and supporting a distributed, integrated, multi-site enterprise PBX/Telephony system: | | | |
| Provide a detailed description of how the referenced project demonstrates a topology and complexity similar to that of the RFP: | | | |

**ATTACHMENT NINE
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
PBX SUBJECT MATTER EXPERT**

Candidates Name: _____

Duplicate this form as necessary to provide sufficient information that demonstrates meeting the REQUIREMENT of: Describe any experience with the following technologies in a PBX/Telephony environment:

- VoIP, QoS, Convergence, IP Based, Unified Communication, Wireless, Network Aware
- VXML
- SNMP, SIP, H323
- SAN
- Windows Server 2003

| | | | |
|--|--|---|--|
| Client Name: | | Client Contact Name: | |
| Address: | | Phone Number: | |
| Project Name: | | Beginning Date of Experience Month/Year: | Ending Date of Experience Month/Year: |
| Description of services provided with VoIP, QoS, Convergence, IP Based, Unified Communication, Wireless, Network Aware; VXML; SNMP, SIP, H323; SAN; and Windows Server 2003 technologies in a PBX/Telephony environment: | | | |
| | | | |

**ATTACHMENT NINE
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
PBX SUBJECT MATTER EXPERT**

Candidates Name: _____

Duplicate this form as necessary to provide sufficient information that demonstrates meeting the REQUIREMENT of: Minimum twelve (12) months experience with a distributed, integrated, multi-site Nortel enterprise telephone system.

| | | |
|---|---|--|
| Client Name: | Client Contact Name: | |
| Address: | Phone Number: | |
| Project Name: | Beginning Date of Experience Month/Year: | Ending Date of Experience Month/Year: |
| Description of services provided with a distributed, integrated, multi-site Nortel enterprise telephone system: | | |
| | | |

**ATTACHMENT NINE
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
PBX DEDICATED MAINTENANCE / PROJECT TECHNICIAN**

Candidates Name: _____

Duplicate this form as necessary to provide sufficient information that demonstrates meeting the REQUIREMENT of: Minimum twelve (12) months experience supporting and administering a distributed, integrated, multi-site enterprise Nortel telephone system. Support and administration includes, but is not limited to hardware and software break-fix, hardware and software version control and management, report management and distribution, MAC activities, and switch programming changes.

| | | |
|---|---|--|
| Client Name: | Client Contact Name: | |
| Address: | Phone Number: | |
| Project Name: | Beginning Date of Experience Month/Year: | Ending Date of Experience Month/Year: |
| Description of services provided supporting and administering a distributed, integrated, multi-site enterprise Nortel telephone system: | | |
| | | |

**ATTACHMENT NINE
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
PBX DEDICATED MAINTENANCE / PROJECT TECHNICIAN**

Candidates Name: _____

Duplicate this form as necessary to provide sufficient information that demonstrates meeting the REQUIREMENT of: Minimum twelve (12) months experience supporting and administrating Leased Voice Circuits (T1, DS3, OC3, CSU/DSU, etc.) and associated trunk cards, framing, signaling.

| | | |
|--|---|--|
| Client Name: | Client Contact Name: | |
| Address: | Phone Number: | |
| Project Name: | Beginning Date of Experience Month/Year: | Ending Date of Experience Month/Year: |
| Description of services provided supporting and administrating Leased Voice Circuits (T1, DS3, OC3, CSU/DSU, etc.) and associated trunk cards, framing, signaling: | | |
| | | |

**ATTACHMENT NINE
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
PBX DEDICATED MAINTENANCE / PROJECT TECHNICIAN**

Candidates Name: _____

Duplicate this form as necessary to provide sufficient information that demonstrates meeting the REQUIREMENT of: Minimum twelve (12) months experience maintaining software, hardware and operating systems designs including identification of software licensing issues, call flows, host, desktop, server, and integration.

| | | |
|--|---|--|
| Client Name: | Client Contact Name: | |
| Address: | Phone Number: | |
| Project Name: | Beginning Date of Experience Month/Year: | Ending Date of Experience Month/Year: |
| Description of services provided maintaining software, hardware and operating systems designs including identification of software licensing issues, call flows, host, desktop, server, and integration. | | |
| | | |

**ATTACHMENT NINE
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
PBX DEDICATED MAINTENANCE / PROJECT TECHNICIAN**

Candidates Name: _____

Duplicate this form as necessary to provide sufficient information that demonstrates meeting the REQUIREMENT of: Minimum twelve (12) months experience maintaining multiple network/file transfer protocols including TCP/IP, VoIP, and QoS.

| | | |
|--|---|--|
| Client Name: | Client Contact Name: | |
| Address: | Phone Number: | |
| Project Name: | Beginning Date of Experience Month/Year: | Ending Date of Experience Month/Year: |
| Description of services provided maintaining multiple network/file transfer protocols including TCP/IP, VoIP, and QoS: | | |
| | | |

**ATTACHMENT NINE
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
PBX DEDICATED MAINTENANCE / PROJECT TECHNICIAN**

Candidates Name: _____

Duplicate this form as necessary to provide sufficient information that demonstrates meeting the REQUIREMENT of: Minimum twelve (12) months experience with a distributed, integrated, multi-site Nortel enterprise telephone system.

| | | |
|---|---|--|
| Client Name: | Client Contact Name: | |
| Address: | Phone Number: | |
| Project Name: | Beginning Date of Experience Month/Year: | Ending Date of Experience Month/Year: |
| Description of services provided with a distributed, integrated, multi-site Nortel enterprise telephone system: | | |
| | | |

ATTACHMENT TEN

SYSTEM DEVELOPMENT LIFE CYCLE OVERVIEW

Use one sheet (or set of sheets) for each System Development Life Cycle Phase proposed by the Offeror.

Additional sheets may be added, if needed, to incorporate all the activities, milestones, and Deliverables and related descriptions.

System Development Life Cycle Phase: _____

List System Development Life Cycle Phase activities and milestones:

Provide a description for each of the System Development Life Cycle Phase activities and milestones listed above, referencing how all the Project requirements in the RFP will be addressed.

List System Development Life Cycle Phase Deliverables:

Provide a description for each of the System Development Life Cycle Phase Deliverables listed above, referencing how all the Project requirements in the RFP will be addressed.

**ATTACHMENT ELEVEN
COST SUMMARY**

Maintenance and Operational Support of Existing System

No hourly rates for the Contract Administrator are to be quoted. The cost of the Contract Administrator must be included as part of the Hardware/Software Maintenance Services cost for each year.

Year One (from Contract award through June 30, 2008)

**Maintenance/Project
Technician Positions**

| | <u>Hourly Rate</u> | <u>X</u> | <u>Hours Per Year</u> | <u>=</u> | <u>Yearly Price</u> |
|----------------|--------------------|----------|-----------------------|----------|---------------------|
| PBX Technician | \$_____ | X | 2080 | = | \$_____ |

**Hardware/Software
Maintenance Services**

| | <u>Per Month</u> | | | <u>=</u> | <u>Yearly Price</u> |
|---------------------|----------------------|--------------|-------------|----------|---------------------|
| PBX Succession 1000 | _____ per port | X 6568 ports | X 12 months | = | \$_____ |
| PBX 81C | _____ per port | X 3384 ports | X 12 months | = | \$_____ |
| PBX CS1000E | _____ per port | X 5000 ports | X 12 months | = | \$_____ |

| | <u>Cost</u> | <u>X</u> | <u>Yearly Total</u> | <u>=</u> | <u>Yearly Price</u> |
|----------------|-------------|----------|---------------------|----------|---------------------|
| One Remote MAC | \$_____ | X | 50 = | | \$_____ |

Total Year One Maintenance and Operational Support Cost \$_____

**Miscellaneous Services
(Year One Only)**

| | |
|-----------------------|---------|
| Transition Activities | \$_____ |
| Inventory Activities | \$_____ |

Total Transition and Inventory Activities \$_____

**ATTACHMENT ELEVEN
COST SUMMARY**

Maintenance and Operational Support of Existing System

Year Two (July 1, 2008 through June 30, 2009)

| | | | | | |
|--|---------------------------|-----------------|------------------------------|----------|----------------------------|
| <u>Maintenance/Project Technician Positions</u> | <u>Hourly Rate</u> | <u>X</u> | <u>Hours Per Year</u> | = | <u>Yearly Price</u> |
|--|---------------------------|-----------------|------------------------------|----------|----------------------------|

| | | | | | |
|----------------|----------|---|------|---|----------|
| PBX Technician | \$ _____ | X | 2080 | = | \$ _____ |
|----------------|----------|---|------|---|----------|

| | | | | | |
|--|-----------------------------|--|--|----------|----------------------------|
| <u>Hardware/Software Maintenance Services</u> | <u>Per Month</u> | | | = | <u>Yearly Price</u> |
|--|-----------------------------|--|--|----------|----------------------------|

| | | | | | |
|---------------------|----------------|--------------|-------------|---|----------|
| PBX Succession 1000 | _____ per port | X 6568 ports | X 12 months | = | \$ _____ |
|---------------------|----------------|--------------|-------------|---|----------|

| | | | | | |
|---------|----------------|--------------|-------------|---|----------|
| PBX 81C | _____ per port | X 3384 ports | X 12 months | = | \$ _____ |
|---------|----------------|--------------|-------------|---|----------|

| | | | | | |
|-------------|----------------|--------------|-------------|---|----------|
| PBX CS1000E | _____ per port | X 5000 ports | X 12 months | = | \$ _____ |
|-------------|----------------|--------------|-------------|---|----------|

| | | | | | |
|--|--------------------|-----------------|----------------------------|----------|----------------------------|
| | <u>Cost</u> | <u>X</u> | <u>Yearly Total</u> | = | <u>Yearly Price</u> |
|--|--------------------|-----------------|----------------------------|----------|----------------------------|

| | | | | | |
|-----------------------|----------|---|----|---|----------|
| One Remote MAC | \$ _____ | X | 50 | = | \$ _____ |
|-----------------------|----------|---|----|---|----------|

Total Year Two Maintenance and Operational Support Cost \$ _____

Year Three (July 1, 2009 through June 30, 2010)

| | | | | | |
|--|---------------------------|-----------------|------------------------------|----------|----------------------------|
| <u>Maintenance/Project Technician Positions</u> | <u>Hourly Rate</u> | <u>X</u> | <u>Hours Per Year</u> | = | <u>Yearly Price</u> |
|--|---------------------------|-----------------|------------------------------|----------|----------------------------|

| | | | | | |
|----------------|----------|---|------|---|----------|
| PBX Technician | \$ _____ | X | 2080 | = | \$ _____ |
|----------------|----------|---|------|---|----------|

| | | | | | |
|--|-----------------------------|--|--|----------|----------------------------|
| <u>Hardware/Software Maintenance Services</u> | <u>Per Month</u> | | | = | <u>Yearly Price</u> |
|--|-----------------------------|--|--|----------|----------------------------|

| | | | | | |
|---------------------|----------------|--------------|-------------|---|----------|
| PBX Succession 1000 | _____ per port | X 6568 ports | X 12 months | = | \$ _____ |
|---------------------|----------------|--------------|-------------|---|----------|

| | | | | | |
|---------|----------------|--------------|-------------|---|----------|
| PBX 81C | _____ per port | X 3384 ports | X 12 months | = | \$ _____ |
|---------|----------------|--------------|-------------|---|----------|

| | | | | | |
|-------------|----------------|--------------|-------------|---|----------|
| PBX CS1000E | _____ per port | X 5000 ports | X 12 months | = | \$ _____ |
|-------------|----------------|--------------|-------------|---|----------|

| | | | | | |
|--|--------------------|-----------------|----------------------------|----------|----------------------------|
| | <u>Cost</u> | <u>X</u> | <u>Yearly Total</u> | = | <u>Yearly Price</u> |
|--|--------------------|-----------------|----------------------------|----------|----------------------------|

| | | | | | |
|-----------------------|----------|---|----|---|----------|
| One Remote MAC | \$ _____ | X | 50 | = | \$ _____ |
|-----------------------|----------|---|----|---|----------|

Total Year Three Maintenance and Operational Support Cost \$ _____

**ATTACHMENT ELEVEN
COST SUMMARY**

Maintenance and Operational Support of Existing System

Year Four (July 1, 2010 through June 30, 2011)

| | | | | | |
|--|---------------------------|-----------------|------------------------------|----------|----------------------------|
| <u>Maintenance/Project Technician Positions</u> | <u>Hourly Rate</u> | <u>X</u> | <u>Hours Per Year</u> | = | <u>Yearly Price</u> |
|--|---------------------------|-----------------|------------------------------|----------|----------------------------|

| | | | | | |
|----------------|----------|---|------|---|----------|
| PBX Technician | \$ _____ | X | 2080 | = | \$ _____ |
|----------------|----------|---|------|---|----------|

| | | | | | |
|--|-----------------------------|--|--|----------|----------------------------|
| <u>Hardware/Software Maintenance Services</u> | <u>Per Month</u> | | | = | <u>Yearly Price</u> |
|--|-----------------------------|--|--|----------|----------------------------|

| | | | | | |
|---------------------|----------------|--------------|-------------|---|----------|
| PBX Succession 1000 | _____ per port | X 6568 ports | X 12 months | = | \$ _____ |
|---------------------|----------------|--------------|-------------|---|----------|

| | | | | | |
|---------|----------------|--------------|-------------|---|----------|
| PBX 81C | _____ per port | X 3384 ports | X 12 months | = | \$ _____ |
|---------|----------------|--------------|-------------|---|----------|

| | | | | | |
|-------------|----------------|--------------|-------------|---|----------|
| PBX CS1000E | _____ per port | X 5000 ports | X 12 months | = | \$ _____ |
|-------------|----------------|--------------|-------------|---|----------|

| | | | | | |
|--|--------------------|-----------------|----------------------------|----------|----------------------------|
| | <u>Cost</u> | <u>X</u> | <u>Yearly Total</u> | = | <u>Yearly Price</u> |
|--|--------------------|-----------------|----------------------------|----------|----------------------------|

| | | | | | |
|-----------------------|----------|---|----|---|----------|
| One Remote MAC | \$ _____ | X | 50 | = | \$ _____ |
|-----------------------|----------|---|----|---|----------|

Total Year Four Maintenance and Operational Support Cost \$ _____

Year Five (July 1, 2011 through June 30, 2012)

| | | | | | |
|--|---------------------------|-----------------|------------------------------|----------|----------------------------|
| <u>Maintenance/Project Technician Positions</u> | <u>Hourly Rate</u> | <u>X</u> | <u>Hours Per Year</u> | = | <u>Yearly Price</u> |
|--|---------------------------|-----------------|------------------------------|----------|----------------------------|

| | | | | | |
|----------------|----------|---|------|---|----------|
| PBX Technician | \$ _____ | X | 2080 | = | \$ _____ |
|----------------|----------|---|------|---|----------|

| | | | | | |
|--|-----------------------------|--|--|----------|----------------------------|
| <u>Hardware/Software Maintenance Services</u> | <u>Per Month</u> | | | = | <u>Yearly Price</u> |
|--|-----------------------------|--|--|----------|----------------------------|

| | | | | | |
|---------------------|----------------|--------------|-------------|---|----------|
| PBX Succession 1000 | _____ per port | X 6568 ports | X 12 months | = | \$ _____ |
|---------------------|----------------|--------------|-------------|---|----------|

| | | | | | |
|---------|----------------|--------------|-------------|---|----------|
| PBX 81C | _____ per port | X 3384 ports | X 12 months | = | \$ _____ |
|---------|----------------|--------------|-------------|---|----------|

| | | | | | |
|-------------|----------------|--------------|-------------|---|----------|
| PBX CS1000E | _____ per port | X 5000 ports | X 12 months | = | \$ _____ |
|-------------|----------------|--------------|-------------|---|----------|

| | | | | | |
|--|--------------------|-----------------|----------------------------|----------|----------------------------|
| | <u>Cost</u> | <u>X</u> | <u>Yearly Total</u> | = | <u>Yearly Price</u> |
|--|--------------------|-----------------|----------------------------|----------|----------------------------|

| | | | | | |
|-----------------------|----------|---|----|---|----------|
| One Remote MAC | \$ _____ | X | 50 | = | \$ _____ |
|-----------------------|----------|---|----|---|----------|

Total Year Five Maintenance and Operational Support Cost \$ _____

ATTACHMENT ELEVEN

COST SUMMARY

Enhancement of Existing Systems

The positions listed in the tables are positions ODJFS will utilize for Contractor assistance in meeting future ODJFS needs and requirements. These rates will be utilized for costing Interim Deliverable Agreements.

Year One (from Contract award through June 30, 2008)

| Position Title | Hourly Rate | Estimated Hours/Year | Hourly Rate X Hours Per Year |
|--|-------------|----------------------|------------------------------|
| PBX Project/Technical Lead | \$ | X 2000 | \$ |
| PBX Design Development Spec. | \$ | X 1500 | \$ |
| PBX Programmer/Developer | \$ | X 1000 | \$ |
| PBX Subject Matter Expert | \$ | X 2000 | \$ |
| Project Manager | \$ | X 1500 | \$ |
| Year One Estimated Interim Deliverable Agreement Cost | | | \$ |

Year Two (July 1, 2008 through June 30, 2009)

| Position Title | Hourly Rate | Estimated Hours/Year | Hourly Rate X Hours Per Year |
|--|-------------|----------------------|------------------------------|
| PBX Project/Technical Lead | \$ | X 2000 | \$ |
| PBX Design Development Spec. | \$ | X 1500 | \$ |
| PBX Programmer/Developer | \$ | X 1000 | \$ |
| PBX Subject Matter Expert | \$ | X 2000 | \$ |
| Project Manager | \$ | X 1500 | \$ |
| Year Two Estimated Interim Deliverable Agreement Cost | | | \$ |

Year Three (July 1, 2009 through June 30, 2010)

| Position Title | Hourly Rate | Estimated Hours/Year | Hourly Rate X Hours Per Year |
|--|-------------|----------------------|------------------------------|
| PBX Project/Technical Lead | \$ | X 2000 | \$ |
| PBX Design Development Spec. | \$ | X 1500 | \$ |
| PBX Programmer/Developer | \$ | X 1000 | \$ |
| PBX Subject Matter Expert | \$ | X 2000 | \$ |
| Project Manager | \$ | X 1500 | \$ |
| Year Three Estimated Interim Deliverable Agreement Cost | | | \$ |

ATTACHMENT ELEVEN COST SUMMARY

Enhancement of Existing Systems

Year Four (July 1, 2010 through June 30, 2011)

| Position Title | Hourly Rate | Estimated Hours/Year | Hourly Rate X Hours Per Year |
|---|--------------------|-----------------------------|-------------------------------------|
| PBX Project/Technical Lead | \$ | X 2000 | \$ |
| PBX Design Development Spec. | \$ | X 1500 | \$ |
| PBX Programmer/Developer | \$ | X 1000 | \$ |
| PBX Subject Matter Expert | \$ | X 2000 | \$ |
| Project Manager | \$ | X 1500 | \$ |
| Year Four Estimated Interim Deliverable Agreement Cost | | | \$ |

Year Five (July 1, 2011 through June 30, 2012)

| Position Title | Hourly Rate | Estimated Hours/Year | Hourly Rate X Hours Per Year |
|---|--------------------|-----------------------------|-------------------------------------|
| PBX Project/Technical Lead | \$ | X 2000 | \$ |
| PBX Design Development Spec. | \$ | X 1500 | \$ |
| PBX Programmer/Developer | \$ | X 1000 | \$ |
| PBX Subject Matter Expert | \$ | X 2000 | \$ |
| Project Manager | \$ | X 1500 | \$ |
| Year Five Estimated Interim Deliverable Agreement Cost | | | \$ |

**ATTACHMENT ELEVEN
COST SUMMARY**

The Total Evaluation Cost will be determined by summing the Total Maintenance and Operational Support of Existing System Cost, the Total Enhancement of Existing Systems Cost and the Total Transition and Inventory Activities for year one only.

Maintenance and Operational Support of Existing System

| | |
|--|-----------------|
| Total Year One Maintenance and Operational Support Cost | \$ _____ |
| Total Year Two Maintenance and Operational Support Cost | \$ _____ |
| Total Year Three Maintenance and Operational Support Cost | \$ _____ |
| Total Year Four Maintenance and Operational Support Cost | \$ _____ |
| Total Year Five Maintenance and Operational Support Cost | \$ _____ |
| TOTAL Maintenance and Operational Support of Existing System Cost | \$ _____ |

Enhancement of Existing Systems

| | |
|---|-----------------|
| Total Year One Estimated Interim Deliverable Agreement Cost | \$ _____ |
| Total Year Two Estimated Interim Deliverable Agreement Cost | \$ _____ |
| Total Year Three Estimated Interim Deliverable Agreement Cost | \$ _____ |
| Total Year Four Estimated Interim Deliverable Agreement Cost | \$ _____ |
| Total Year Five Estimated Interim Deliverable Agreement Cost | \$ _____ |
| TOTAL Enhancement of Existing Systems Cost | \$ _____ |

Total Maintenance and Operational Support of Existing System Cost \$ _____

Total Enhancement of Existing Systems Cost \$ _____

Total Transition and Inventory Activities Cost (Year One Only) \$ _____

TOTAL EVALUATION COST \$ _____

Performance Bond Cost

\$ _____