

REQUEST FOR PROPOSALS

RFP NUMBER: 0A01055
DATE ISSUED: April 27, 2001

The state of Ohio, through the Department of Administrative Services, Computer Services Division, for the Ohio Department of Education's Division of Information Management Services, ("the State") is requesting competitive sealed proposals for:

Statewide Student Identifier (SSID) System

INQUIRY PERIOD BEGINS: April 27, 2001
INQUIRY PERIOD ENDS: May 29, 2001 at 8:00 A.M.
OPENING DATE: May 31, 2001
OPENING TIME: 11:00 A.M.
OPENING LOCATION: Dept. of Administrative Services
Computer Services Division BID ROOM
30 East Broad Street, 40th Floor
Columbus, OH., 43215

This RFP is a reissue of RFP 0A01016, which was released on January 8, 2001 to procure a Statewide Student Identifier System (SSID). That RFP has been cancelled. **REVISIONS MADE TO THIS RFP ARE IN BOLDED, UPPER-CASE FONT.**

This RFP consists of five Parts and 15 Attachments, totaling 85 consecutively numbered pages. Three Supplements have been attached to the 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 **TO REISSUE** for Competitive Sealed Proposals ("RFP") under Section 125.071 of the Ohio Revised Code (the "Code") and Section 123:5-1-8 of the Ohio Administrative Code (the "Administrative Code"). The Department of Education's ("EDU") Information Management Services ("IMS") has asked the Department of Administrative Services ("DAS") to solicit competitive sealed proposals ("Proposals") for its Statewide Student Identifier System Project, (the "Work"), and this RFP is in response to that request. The EDU wants a reliable offeror to develop the computer software, set up the implementation services and provide ongoing support. The offeror must meet the necessary requirements for the design, development, documentation, testing, implementation, training and ongoing support related to this effort. If a suitable offer is made in response to this RFP, the state of Ohio ("State"), through DAS, may enter into a contract (the "Contract") to have the selected offeror (the "Contractor") perform the Work.

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

Once awarded, this Contract will end 6/30/2001. The State may then renew the Contract for six additional, one-year extensions.

Any failure to meet a deadline in the submission or evaluation phases and any objection to the dates for performance in the Work phase may result in the State refusing to consider the Proposal of the offeror.

Background. The IMS is responsible for the management, including technical expertise, of the Education Management Information System (EMIS) for the State Board of Education, Superintendent of Public Instruction, and staff of the Ohio Department of Education under Section 3301.0714 of the Ohio Revised Code. The division administers the State Board of Education EMIS standard, Rule 3301-14-01, and the EMIS state subsidy distributions. The division also provides leadership and assistance to school districts in the EMIS.

The EMIS is undergoing a significant redesign that will accomplish the following data/technical objectives:

- Technology transformation for the operational system from flat files to an Oracle relational database, and,
- Migration from the collection of aggregate student data to individual student level data.

The foundation of the newly designed EMIS is the development of a Statewide Student Identifier System, which is the focus of this RFP. The EDU is committed to improving upon the current EMIS and to collecting unidentifiable student level data based on authorization, direction and recommendations from the following:

- Section 3301.0714 of the Ohio Revised Code,
- EDU KPMG Management Study and,
- Recommendations from various Legislative Offices of Education Oversight (LOEO) EMIS studies.

Previous EMIS data collection and reporting efforts at EDU have been at the aggregate level. A recent change in law accommodates the collection of student level data by EDU. To facilitate the collection of unidentifiable student data, a system must be developed to create, disseminate to districts, and to identify, store and assign a unique student identifier code to each student.

The end result of successful implementation and ultimate integration with the EMIS will be the ability to track personally unidentifiable student progress across time and schools, and to determine the impacts of Ohio public school programs on student success.

Objectives. EDU wants to contract with an offeror to develop computer software and software implementation services pertaining to the creation, assignment, and storage of student identifier codes.

There are currently over 700 public school districts in Ohio, including Joint Vocational and Education Service Centers. These facilities serve approximately 3,600 school buildings.

The awarded offeror must provide a well-documented software development and support solution that meets the specifications provided in this RFP. Key objectives are as follows:

- Prevent the identification of actual student names, social security numbers, or other personal data that could breach individual confidentiality.
- Provide a seamless link with the redesigned EMIS.
- Store matching data and associated student identifier codes throughout the course of each child's education (pre-kindergarten through higher education).
- Successfully track students who transfer between schools, districts, and Designated Data Acquisition Sites.
- Streamline the exchange of information between EDU and the school districts.
- Reduce duplication of efforts and data, creating efficiencies for EDU and districts.
- Facilitate assignment of individual ID's or mass assignment of ID's through batch processing.

Overview of the Scope of Work. There are five key milestones to the project, as follows:

1. Design of the ID.
2. Development of a database to store ID's.
3. Development of an application to issue ID's using a web interface for ease of access.
4. Creation of a support center for use of the Statewide Student Identifier System, including training, documentation, phone support, and e-mail support.
5. Maintenance of the support center, database, and application.

The conceptual approach to this project is as follows:

- ID's are centrally-assigned by the application service provider.
- The process is automated, electronic, and web-enabled.
- Users consist of districts and schools who interface with the ID provider.
- Users send to the provider a combination of matching data such as student name, address, birth-date, gender, ethnicity, date of polio vaccination, and social security number. These are used to assign unique ID's for new students and to search for and verify ID's for students already in the database.
- Failsafe security measures will prevent the disclosure of identifying student data to any other party, including the state.
- Students entering Ohio's public school system from outside the state or from private schools will be treated as new students and assigned a new ID.
- The ID database will not include any duplicate records.

Calendar of Events. The schedule for the Work is given below. The State may change this schedule at anytime.

If the State changes the schedule before the Proposal due date, it will do so through an Internet Web site announcement followed by an amendment to this RFP. After the Proposal due date and before the award of the Contract, the State will make schedule changes through the RFP amendment process.

The State will make changes in the Work schedule after the Contract award through the change order provisions in the general terms and conditions of the Contract. It is each prospective offeror's responsibility to check the State's Internet Web site for current information regarding this RFP and its Calendar of Events.

Dates:

Firm Dates

RFP Issued:	April 27, 2001
Internet Inquiry Available:	April 27, 2001
Internet Inquiry Ends:	May 29, 2001 at 8:00 A.M.
Proposal Due Date:	May 31, 2001 at 11:00 A.M.
Work Begins:	July 15, 2001, or five days ARO (After Receipt of Purchase Order, whichever comes last).

Statement of Work and Project Plan Due:	17 days ARO
Production Pilot Accepted	05/31/2002.
System Fully Operational:	06/15/2002
Final Acceptance:	10/15/2002 if 2002/2003 enrollment year proposed by offeror for full implementation.

Milestone Dates that Offeror Must Provide in the Work Schedule Portion of Their Response:

System Design Due:
Customer Support Proposal Due:
User Training Proposal:
Prototype System Developed:
Prototype System Tested:
Pilot Implementation Proposal Due:
Pilot Implementation Initiated:
Final System Developed:
Final System Tested:
Turnover to Production:

Documentation for Knowledge Transfer to Alternative Provider Due 30 days after final system acceptance.

There are references in this RFP to the Proposal due date. Prospective offerors must assume, unless it is clearly stated to the contrary, that any such reference means the date and 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, 15 Attachments and three Supplements. The Parts, Attachments and Supplements are as follows:

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 1 Work Requirements and Special Provisions
- Attachment 2 Requirements for Proposals
- Attachment 3 General Terms and Conditions
- Attachment 4 Cost Summary
- Attachment 5 Prime Contractor's Profile
- Attachment 5A Solution Provider's, Work Manager's & Work Team's Profiles
- Attachment 6 Application Service Provider's, Work Manager's & Work Team's Profiles
- Attachment 7 The Contract
- Attachment 8 Submittal Letter
- Attachment 9 Acceptance Letter
- Attachment 10 Status Report
- Attachment 11 Change Order Form
- Attachment 12 Issues Log
- Attachment 13 Flow Diagrams
- Attachment 14 Contract Performance
- Attachment 15 Service Level Agreement

Supplements:

- Supplement 1 W-9 Form
- Supplement 2 Ohio Revised Code Section 3301.0714
- Supplement 3 Prioritized Requirements

PART THREE: GENERAL INSTRUCTIONS

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

Contact. The following person will represent the State during the Proposal process-Procurement Representative: Debbie McMahon, Acquisition Analyst, DAS Computer Services Division, 30 East Broad Street, 39th Floor, Columbus, OH., 43215

During the performance of the Work, a State representative (the "Work Representative") will represent the State and be the primary contact for matters relating to the Work. The Work Representative will be designated in writing after the Contract award.

Internet Inquiries. There is one method of submitting inquiries and receiving responses regarding this RFP. That Internet method is described below. Inquiries about a specific portion of this RFP must reference 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. The inquiry must contain the name of the prospective offeror's representative who is responsible for the inquiry, the prospective offeror's name, and its representative's business phone number.

Internet inquiries regarding this RFP can be made any time during the inquiry period listed in the Calendar of Events. Offerors may submit an inquiry using the following process:

- access the Acquisition Management Web site at <http://www.acq.state.oh.us/>
- select the "Acquisitions Online" menu option;
- read the notice and click "I have read the above and agree";
- select the "Competitive Documents" menu option;
- select the "Data Processing/Telecommunications" option under the RFP heading;
- select the "View More Information" option under the corresponding document title and number;
- select the "Send Question" icon;
- complete the electronic mail screen and send. Responses to inquiries will be made available as described below.

Offerors submitting inquiries will not receive a personalized email response. Offerors may view inquiries and responses using the following process:

- access the Acquisition Management Web site at <http://www.acq.state.oh.us/>
- select the "Acquisitions Online" menu option;
- read the notice and click "I have read the above and agree";
- select the "Competitive Documents" menu option;
- select the "Data Processing/Telecommunications" option under the RFP heading;
- select the "View More Information" option under the corresponding document title and number;
- select the "View Q & A" icon to display all inquiries with responses submitted to date.

If an amendment to this RFP is necessary, the state may extend the proposal due date through an announcement on Acquisition Management's Web Site "question and answer" area for this RFP. Amendment announcements may be provided any time before 5:00 P.M., on the day before the proposal due date. It is the responsibility of each offeror to check for announcements and other current information regarding this RFP.

The state will try to respond to all inquiries within two working days, excluding weekends and state holidays. But the state will not respond to any inquiries received after 8:00 A.M., on the inquiry period end date.

The State is not responsible for the accuracy of any information regarding this RFP that was gathered through a source different than the inquiry process described in the RFP.

Amendments to the RFP. If the State decides to revise this RFP before the proposal due date, amendments will be announced through the DAS Acquisition Management's Web site "question and answer" area for this RFP, and will be made available on the Web site to all prospective offerors.

Offerors may view amendments using the following process:

- access the Acquisition Management Web site at <http://www.acq.state.oh.us/>
- select the "Acquisitions Online" menu option;
- read the notice and click "I have read the above and agree";
- select the "Competitive Documents" menu option;
- select the "Data Processing/Telecommunications" option under the RFP heading;
- select the "View More Information" option under the corresponding document title and number;
select the appropriate "Amendment" icon under the "View Amendments" heading to display an amendment.

After the submission of the proposals, amendments will be distributed only to those offerors whose submissions are under active consideration. When the State makes an amendment to the RFP after proposals have been submitted, the State will permit offerors to withdraw their proposals within ten 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 who have proposals under active consideration to modify their proposals in response to the amendment, as described below.

Whenever the State makes an amendment after the proposal due date, the State will tell all offerors whose proposals are under active consideration, whether they have the option to modify their proposals in response to the amendment. Any time the State amends the RFP after the proposal due date, an offeror will have the option to withdraw its proposal, even if the State permits modifications to the proposals. If the offerors are allowed to modify their proposals, the State may limit the nature and scope of the modifications. Unless otherwise stated in the State's notice, modifications and withdrawals must be made in writing and must be submitted within ten business days after the amendment is issued.

If the RFP provides for a negotiation phase, this procedure will not apply to changes negotiated during that phase. Withdrawals and modifications must be made in writing and submitted to the State at the address and in the same manner required for the submission of the original proposals. The State may reject any modification that is broader in scope than the State has authorized.

Proposal Submittal. Each offeror must submit **SIX** complete, sealed, and signed copies of its Proposal, and each Proposal must be clearly marked "Statewide Student Identifier System RFP **0A01055**" on the outside of the envelope.

Proposals are due no later than THURSDAY, MAY 31, 2001 at 11:00 A.M. Proposals must be submitted to: Acquisition Management Bid Room, 30 East Broad Street, 40th Floor, Columbus, OH. 43215

Proposal Instructions. Each proposal must be organized in an indexed binder in the same manner as the response items are ordered in the applicable attachment(s) to this RFP.

The State wants clear and concise proposals. Offerors should take care to completely answer questions and meet the RFP requirements.

The requirements for the Proposal's contents and formatting are contained in an attachment to this RFP.

The State will not be liable for any costs incurred by any offeror in responding to this RFP, even if the State does not award a Contract through this process. The State may decide not to award a Contract for the Work. It may also cancel this RFP and contract the Work through some other process or issuing another RFP.

The State may reject any Proposals or unsolicited Proposal amendments that are received after the deadline. An offeror that mails its Proposal must allow for adequate mailing time to ensure its timely receipt.

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, 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 offeror also agrees that the Contract will be the complete and exclusive statement of the agreement between the State and the Contractor and will supersede all communications between the parties regarding the Contract's subject matter.

The State may reject any Proposal if the offeror takes exception to the terms and conditions of this RFP, fails to comply with the procedure for participating in the RFP process, or the offeror's Proposal fails to meet any requirement of this RFP. The State may also reject any Proposal that it believes is not in its interests to accept and may decide not to do business with any of the offerors responding to this RFP.

All Proposals and other material submitted will become the property of the State and may be returned only at the State's option.

Proprietary information should not be included in a Proposal or supporting materials 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 Contract has been awarded.

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

Waiver of Defects. The State has the right to 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 is in the State's interests and will not cause any material unfairness to other offerors.

Multiple or Alternate Proposals. The State welcomes multiple Proposals from a single offeror, but the State requires each such Proposal to be submitted separately from every other Proposal the offeror makes. Additionally, the offeror must treat every Proposal submitted as a separate and distinct submission and include in each Proposal all materials, information, documentation and other items this RFP requires for a Proposal to be complete and acceptable. No alternate Proposal may incorporate materials from another Proposal made by the offeror or refer to another Proposal. The State will judge each alternate Proposal on its own merits.

Amendments to Proposals. Amendments or withdrawals of Proposals will be allowed only if the amendment or withdrawal is received before the Proposal due date. No amendment or withdrawals will be permitted after the due date, except as expressly authorized by this RFP.

PART FOUR: EVALUATION OF PROPOSALS

Disclosure of Proposal Contents. The State will seek to open the Proposals in a manner that avoids disclosing their contents. Additionally, the State will seek to keep the contents of all Proposals confidential until the Contract is awarded. The State will also prepare a registry of Proposals containing the name and address of each offeror. The registry will be open for public inspection after the Proposals are opened.

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, or that the State believes is excessive in price or otherwise not in its interests to consider or to accept. In addition, the State may cancel this RFP, reject all the Proposals, and seek to do the Work through a new RFP or other means.

Evaluation of Proposals.

The evaluation process may consist of up to four distinct phases:

1. The Procurement Representative's Initial Review of all Proposals for Defects;
2. The Evaluation Committee's Evaluation of the Proposals;
3. Request for More Information (Interviews, Presentations, and/or Demonstrations); and
4. Negotiations

It is within the purview of the evaluation committee to decide whether phases three and four are necessary. The evaluation committee will initially make this decision before the evaluation process begins. But the committee has the right to eliminate or add phases three and/or four or add or remove sub-phases to phases two through four at anytime if the committee believes doing so will improve the evaluation process.

Clarifications. During the evaluation process, the Procurement Representative or the evaluation committee may request clarifications from any offeror under active consideration and may give any offeror the opportunity to correct defects in its Proposal if the Procurement Representative believes doing so does not result in an unfair advantage for the offeror and it is in the State's interests to do so.

Initial Review. The Procurement Representative will review all Proposals for their format and completeness. The Procurement Representative normally rejects any incomplete or incorrectly formatted Proposal, though he or she may waive any defects or allow an offeror to submit a correction.

If the Auditor of State does not certify a proposal due to lateness, the Procurement Representative will not open it or evaluate it for format or completeness.

The Procurement Representative will forward all timely, complete, and properly formatted Proposals to an evaluation committee, which the Procurement Representative will chair.

Committee Review of the Proposals. The evaluation committee will evaluate and numerically score each Proposal the Procurement Representative has forwarded to it. The evaluation will be according to the criteria contained in this Part of the RFP.

The committee may also have the Proposals or portions of them reviewed and evaluated by independent third parties or other State personnel with technical or professional experience that relates to the Work or to a criterion in the evaluation process.

The committee may also seek reviews of end users of the Work or the advice or evaluations of other State committees that have subject-matter expertise or an interest in the Work.

In seeking such reviews, evaluations, and advice, the committee will first decide, in writing, how to incorporate the results in the numerical scoring of the Proposals. The committee may adopt or reject any recommendations it receives from such reviews and evaluations.

The evaluation will result in a point total being calculated for each Proposal. Those offerors submitting the highest rated Proposals will be scheduled for the next phase.

The number of Proposals forwarded to the next phase will be within the committee's discretion, but regardless of the number of Proposals selected for the next phase, they will always be the highest rated Proposals from this phase.

At any time during this phase, the committee may ask an offeror to correct, revise, or clarify any portions of its Proposal.

The evaluation committee will document all major decisions in writing and make these a part of the contract file along with the evaluation results for each Proposal considered.

Once the technical merits of a proposal are considered, the costs of that proposal will be considered. However, the committee may also consider costs before evaluating the technical merits of the proposals by doing an initial review of costs to determine if any proposals should be rejected because of excessive cost. And the committee may reconsider the excessiveness of any proposal's cost at any time in the evaluation process.

The committee will divide the offeror's Evaluation Price for the work by the proposal's grand total score based on the points received from the evaluation of the proposal's technical merits resulting in a price performance ratio. One or more of the proposals will then be selected for further consideration in the next Phase of the evaluation process. The proposal(s) selected for consideration in the next Phase will always be the highest-ranking proposal(s) based on this analysis. That is, the committee may not move a lower-ranking proposal to the next Phase unless all proposals that rank above it are also moved to the next Phase, excluding any proposals that the committee disqualifies because of excessive cost or other reasons. Alternately, if there are no more phases because the committee feels they are unnecessary or inappropriate, the highest-ranking proposal will be awarded the Contract.

INTERVIEWS, DEMONSTRATIONS, AND PRESENTATIONS. THE PROPOSAL EVALUATION COMMITTEE MAY REQUIRE SOME OFFERORS TO INTERVIEW WITH THE COMMITTEE, MAKE A PRESENTATION ABOUT THEIR PROPOSAL, AND/OR DEMONSTRATE THEIR PRODUCTS OR SERVICES. SUCH PRESENTATIONS, DEMONSTRATIONS, AND INTERVIEWS PROVIDE AN OFFEROR WITH AN OPPORTUNITY TO CLARIFY ITS PROPOSALS AND TO ENSURE A MUTUAL UNDERSTANDING OF THE PROPOSAL'S CONTENT. THE PRESENTATIONS, DEMONSTRATIONS, AND INTERVIEWS WILL BE SCHEDULED AT THE CONVENIENCE AND DISCRETION OF THE EVALUATION COMMITTEE.

THE EVALUATION COMMITTEE MAY RECORD ANY PRESENTATIONS, DEMONSTRATIONS, AND INTERVIEWS.

THE EVALUATION COMMITTEE NORMALLY WILL NOT NUMERICALLY RANK INTERVIEWS, DEMONSTRATIONS, AND PRESENTATIONS. RATHER, EACH COMMITTEE MEMBER MAY DECIDE TO REVISE HIS OR HER EXISTING PROPOSAL EVALUATIONS BASED ON THE INTERVIEWS, DEMONSTRATIONS, AND/OR PRESENTATIONS.

Determination of Responsibility. The evaluation committee may review the highest-ranking offerors or its key team members to ensure they are responsible. The Contract may not be let to an offeror who is determined to be not responsible.

The evaluation committee's determination of a offeror's responsibility may include the following factors: the offeror's experience, the offeror's past conduct on previous contracts, the offeror's past performance on previous contracts, the offeror's management skills, the offeror's compatibility with the agency for which DAS has issued this RFP, and the offeror's ability to execute the Contract properly.

Requirements. This RFP asks for responses and submissions from offerors, most of which represent components of the above criteria. While each criterion 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 requirement will normally result in a rejection of that offeror's proposal.

The value assigned to each criterion 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 any requirement to participate in the proposal process.

Changing Candidates. The major criterion on which the State bases the award of the Contract is the quality of the offeror's candidate(s). Changing personnel after award may be the basis for termination of the Contract.

Proposal Evaluation PROCESS.

STEP 1: REVIEW OF COSTS (ATTACHMENT 4)

BEFORE EVALUATING THE TECHNICAL MERITS OF THE PROPOSALS, THE COMMITTEE WILL CONDUCT AN INITIAL REVIEW OF COSTS TO DETERMINE IF ANY PROPOSALS SHOULD BE REJECTED DUE TO AN EVALUATION PRICE IN EXCESS OF THE NOT-TO-EXCEED AMOUNT INDICATED IN ATTACHMENT 4, COST SUMMARY. PROPOSALS THAT EXCEED THE INDICATED AMOUNT WILL NOT BE REVIEWED. THE COMMITTEE MAY RECONSIDER THE EXCESSIVENESS OF ANY PROPOSAL'S COST AT ANY TIME IN THE EVALUATION PROCESS.

STEP 2: REVIEW OF TECHNICAL REQUIREMENTS (SUPPLEMENT 3)

EACH REVIEWER WILL THEN RATE ALL OF THE TECHNICAL REQUIREMENTS FOUND IN SUPPLEMENT 3 FOR THE SOLUTION PROVIDER AND APPLICATION SERVICE PROVIDER.

THE PRIORITIZED TECHNICAL REQUIREMENTS MUST BE ADDRESSED AND WEIGHTED AS INDICATED IN SUPPLEMENT 3 (REFER TO SECTIONS 2 AND 3 OF SUPPLEMENT 3).

STEP 3: REVIEW OF ENTIRE PROPOSAL

THE LAST STEP OF THE REVIEW PROCESS IS THE REVIEW OF THE ENTIRE PROPOSAL.

In the Proposal evaluation phase, the committee will rate the Proposals submitted in response to this RFP based on the following criteria, and the associated weight assigned to each criterion.

Note: All of the following requirements are required. Supplement 3 criteria will be scored for the Solution Provider and Application Service Provider separately, **BASED ON THE TOTAL NUMBER OF POINTS OBTAINED IN EACH AREA**, according to the following system: highest score (9 points), second highest score (7 points) and all others who meet (5 points).

<u>Evaluated Requirements</u>	Weight	Doesn't meet	Meets	Exceeds	Greatly Exceeds	Total
<u>Prime Contractor</u>						
<u>Prime Contractor Profile/References</u>	1	0	5	7	9	
<u>Solution Provider</u>						
<u>Solution Provider Contractor Profile</u>	1	0	5	7	9	
References from Clients for which the Contractor Successfully Provided Customized Database Development Services. (three references)	1	0	5	7	9	
Mission Critical System Application Development Experience (three references)	3	0	5	7	9	
Project Management Experience	1	0	5	7	9	
State School System Experience & References (Desirable Requirement)	3	0	5	7	9	
Staffing Plan	3	0	5	7	9	
Development Capabilities	3	0	5	7	9	
Approach for Database & Application Development	3	0	5	7	9	
Detailed Design	5	0	5	7	9	
SECURITY PROVISIONS	4	0	5	7	9	
System Installation & Operation Experience	3	0	5	7	9	
Work Schedule.	2	0	5	7	9	
<u>Work Manager References</u>	1	0	5	7	9	
<u>Work Manager</u> 60 Months Managing Data Processing Projects	1	0	5	7	9	
<u>Work Manager</u> 36 Months Experience Managing Software Development Projects	1	0	5	7	9	
<u>Work Manager</u> 36 Months Experience Managing Projects with the Proposed Relational Database Product	1	0	5	7	9	
<u>Work Team</u> 36 Months Experience with the Proposed Relational Database Product	1	0	5	7	9	

<u>Evaluated Requirements</u>	Weight	Doesn't meet	Meets	Exceeds	Greatly Exceeds	Total
<u>Work Team</u> 60 Months Experience Developing Software	1	0	5	7	9	
<u>Work Team</u> 60 Months Systems Analyst Experience	1	0	5	7	9	
<u>Work Team</u> 60 Months Experience in Software Installation	1	0	5	7	9	
Supplement 3 (Section 2), Solution Provider Requirements	5	0	5	7	9	
<u>Application Service Provider</u>						
<u>Application Service Provider Contractor Profile</u>	1	0	5	7	9	
Approach for Setup & Operation of Service Provider Environment	4	0	5	7	9	
SECURITY PROVISIONS	4	0	5	7	9	
Project Management Experience	1	0	5	7	9	
Customer Service Management Experience	1	0	5	7	9	
State School System Experience & References (Desirable Requirement)	3	0	5	7	9	
Mission Critical Application Support Experience	3	0	5	7	9	
<u>Work Manager</u> References	1	0	5	7	9	
<u>Work Manager</u> 36 Months Experience Managing Customer Support Staff	1	0	5	7	9	
<u>Work Manager</u> 36 Months Experience Managing the Proposed Relational Database Product	1	0	5	7	9	
<u>Work Manager</u> 60 Months Experience Managing Application Support and Service Provision	1	0	5	7	9	
<u>Work Team</u> 60 Months Experience in Application Support and Service Provision	1	0	5	7	9	
<u>Work Team</u> 36 Months Experience in Customer Support	1	0	5	7	9	
<u>Work Team</u> 36 Months Experience in Supporting the Proposed Relational Database Product.	1	0	5	7	9	

<u>Evaluated Requirements</u>	<u>Weight</u>	<u>Doesn't meet</u>	<u>Meets</u>	<u>Exceeds</u>	<u>Greatly Exceeds</u>	<u>Total</u>
Supplement 3 (Section 3) Application Service Provider Requirements	5	0	5	7	9	

The committee will then divide the offeror's Evaluation Price for the Work by the Proposal's totaled score based on the points received from the evaluation of the Proposal's technical merits.

One or more of the Proposals will then be selected for further consideration in the next phase of the evaluation process. The Proposal(s) selected to be considered in the next Phase will always be the highest-ranking Proposal(s) based on this analysis.

That is, the committee may not move a lower ranking Proposal to the next phase unless all Proposals that rank above it are also moved to the next phase, excluding any Proposals that the committee disqualifies because of excessive cost or other reasons.

If the committee finds that one or more Proposals should be given further consideration, the committee may select one or more of the highest ranking Proposals to move to the next phase. The committee may alternatively choose to bypass any or all-subsequent phases and make an award based solely on the evaluation phase.

This RFP asks for responses and submissions from offerors, most of which represent components of the above criteria.

While each criterion 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 will normally result in a rejection of that offeror's Proposal.

The value assigned above to each criterion 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 any requirement to participate in the Proposal process.

Financial Ability. Part of the Proposal evaluation criteria is the qualifications of the offeror, which includes as a component the offeror's and sub-contractor's financial ability to perform the Contract.

This RFP may expressly require the submission of audited financial statements from all offerors and subcontractors in the Proposal contents attachment.

But if the Proposal contents attachment does not make this an express requirement, the evaluation committee may still insist that an offeror submit audited financial statements for the past three years for the offeror and all subcontractors, if the committee is concerned that an offeror or subcontractor may not have the financial ability to carry out the Contract.

In evaluating an offeror's or sub-contractor's financial ability, the weight the committee assigns, if any, to that financial ability will depend on whether the offeror's or any subcontractor's financial position is adequate or inadequate.

That is, if the offeror's and subcontractors' financial ability are adequate, the value assigned to the offeror's relative financial ability in relation to other offerors may or may not be significant, depending on the nature of the Work. But if the evaluation committee believes the offeror's or any subcontractor's financial ability is not adequate, that decision will be a fatal one for the offeror's Proposal, and the committee may reject the Proposal despite its other merits.

Contract Negotiations. The final phase of the evaluation process is contract negotiations. Negotiations will be scheduled at the convenience of the committee. The selected offeror(s) must negotiate in good faith.

Negotiations may be conducted with any offeror who submits a competitive Proposal, but the committee may limit discussions to specific aspects of the RFP.

Any clarifications, corrections, or negotiated revisions that may occur during the negotiations phase will be reduced to writing and incorporated in the RFP or the offeror's proposal, as appropriate.

Any offeror whose response continues to be competitive will be accorded fair and equal treatment with respect to any clarification, correction, or revision of the RFP and will be given the opportunity to negotiate revisions to its Proposal based on the amended RFP.

But should the evaluation process have resulted in a top-ranked Proposal, the committee 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 committee may then 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.

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 committee will set a date and time for the submission of best and final proposals by the remaining offeror(s).

Best and final proposals may be submitted only once, unless the committee makes a written determination that it is in the State's interest to conduct additional discussions.

In such cases, the committee 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 offeror's immediately previous proposal will be considered the offeror's best and final proposal.

It is entirely within the discretion of the committee 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. The committee is free to limit negotiations to particular aspects of any Proposal, to limit the offerors with whom the committee wants to negotiate, or to dispense with negotiations entirely.

The evaluation committee generally will not rank negotiations. The negotiations will normally be held to correct deficiencies in the preferred offeror's Proposal. If negotiations fail with the preferred offeror, the committee may negotiate with the next offeror in ranking. Alternatively, the committee may decide that it is in the interests of the State to negotiate with all the remaining offerors to determine if negotiations lead to an adjustment in the ranking of the remaining offerors.

From the opening of the Proposals to the award of the Contract, everyone working on behalf of the State to evaluate the Proposals will seek to limit access to information contained in the Proposals solely to those people with a need to know the information.

They will also seek to keep this information away from other offerors, and the evaluation committee will not be allowed to 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 open to inspection to the public. The written changes will be drafted and signed by the Contractor and submitted to the evaluation committee within five business days.

If the evaluation committee accepts the change, the Procurement Representative will give the offeror written notice of the committee's acceptance. 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 collect on the offeror's bid bond, if a bid bond was required in order to respond to this RFP.

PART FIVE: AWARD OF THE CONTRACT

Contract Award. The State plans to award the Contract for the Work, if the State decides the Work is in its best interests.

The Contract between the Ohio Department of Administrative Services, on behalf of the Department of Education and the offeror, is included as an attachment in this RFP. Offerors must sign and return two original contracts with their proposal(s).

The State expects the Contractor to commence the Work within five working days after the State issues a purchase order under the Contract.

Contract. If this RFP results in a Contract award, the Contract will consist of this RFP, written amendments to this RFP, the Contractor's Proposal, and written, authorized amendments to the Contractor's Proposal.

It will also 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 attached 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 another attachment to this RFP. If there are conflicting provisions between the documents that make up the Contract, the order of preference for the documents is as follows:

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

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

ATTACHMENT ONE: WORK REQUIREMENTS AND SPECIAL PROVISIONS

This section describes the Work and what the Contractor must do to get the job done. This section, along with Supplement 3 describes what the Contractor must deliver as part of the completed Work (the "Deliverables").

Background for Understanding the Scope of Work. The EMIS was created in 1989 by Am. Sub. Senate Bill 140. As a flat file system, the EMIS has met the reporting needs of the state for the past nine years. Changes in expectations at the state and district levels require the development of a new, relational EMIS database. This redesigned EMIS will do the following:

- Enhance user-friendly access, documentation, and support.
- Provide value back to school districts as well as to state government.
- Track unidentifiable individual student performance over time to help local and state decision-makers to craft policy, budgets, and educational programs.

The cornerstone to this new EMIS is the creation of unique, unidentifiable, statewide student identifier codes that will facilitate longitudinal study of student success without disclosing student identity.

An offeror is required who demonstrates the capability and experience of successfully completing projects of similar size, scope and importance and in a comparable time frame.

Scope of Work. The scope of this project will entail development of a Statewide Student Identifier application, and hosting of the application in an Application Service Provider (ASP) context. The SSID application and ASP context must be compliant with all requirements in the RFP.

EDU will be the sole owner of the SSID application, but it will not have access to the application's ability to link ID's with matching criteria in the database. School districts will have ownership and responsibility of the data in the database, and the ability to link matching criteria in the database with ID's for their students. The use of the SSID application will be deployed to all designated Data Acquisition Sites, school districts, and school buildings as needed. The application is intended to be used by all K-12 school districts and possibly non-public school buildings in Ohio. It is intended that any approved client requesting access to the web-enabled application be responsible for ensuring a compliant browser is used for access.

Supplement 3 contains the technical requirements for the Solution Provider (Section 2) and the Application Service Provider (Section 3). The requirements are separated into these two groups to enable specific offerors to respond to the different technical requirement sets. This permits some flexibility among offerors, so that one offeror could take on the role of being the prime offeror, and another could be a subcontractor. Subcontracting is encouraged to ensure all requirements are met. The State requires a single prime offeror who will be the point of contact between the State and other subcontractors. The prime offeror must be responsible for all tasks undertaken by the subcontractor(s), and must perform the role of integrating the solution and service provision components of the Work.

Direction on Existing Products If an offeror believes a current product will meet a significant portion of the application requirements, the vendor is directed to tailor a response to this RFP that addresses the additional license and costing line items. EDU may request any offeror to provide a demonstration of its existing product and discuss its plans to meet the requirements.

For existing products, this RFP seeks a permanent license to use, copy and distribute the software to any participating school or educational institution in Ohio.

Also, for any customized portion of the software, the State will have full ownership rights and will require the underlying source code.

A one-year software warranty is requested from the date of final acceptance of the fully operational system. The Prime Contractor must provide the ongoing maintenance.

The change order process specified in this RFP will be used to govern all changes to the software, including timelines and payments associated with the changes. Ongoing maintenance includes all updates provided to the basic software package.

On an annual basis, the State will notify the Contractor, and the Contractor will complete those updates on a time and material basis by March. The Contractor must provide a revised version of the product to the State for testing by June. Final acceptance of such changes will occur in July, in preparation for deployment of the updated product in August.

Modifications of the existing software package may be done at the vendor's location or a mutually agreed on location. Final acceptance will occur 10/15 of the enrollment year, in order to ensure proper coverage of the peak enrollment period for schools, which occurs in August and September.

Milestone, Delivery and Completion Dates. See the Calendar of Events in Part One.

Deliverables. The awarded Contractor must:

1. Design and develop the SSID application.
2. Complete the deliverables called for in Section 2 of Supplement 3.
3. Configure a production environment for the application.
4. Host the application in an ASP context.
5. Complete the deliverables called for in Section 3 of Supplement 3.

The Contractor's Fee Structure. Payments will be based on acceptance of the Contractor's completed deliverables by the EDU. After each deliverable has been completed with the Contractor's Submittal Letter and accepted by EDU as meeting the requirements of the RFP, the EDU's Project Manager, or his or her designee, will transmit to the Contractor an Acceptance Letter. Upon receipt of the Acceptance Letter, the Contractor may submit an invoice for each accepted deliverable.

The invoice must be for 90% of the total cost applicable for each deliverable. After final acceptance, the Contractor must submit a final invoice for the remaining 10% of all previous deliverables.

Work Reports. The General Terms and Conditions provide for Work reports from the Contractor every week.

A mutually agreed format by EDU and the Contractor will be used, but electronic project plans in Microsoft Project must be provided, in addition to status reports following the model in Attachment 10. The reports are to be submitted to the EDU's Project Manager or his or her designee.

Source of Funding. Amended Substitute House Bill 282 of the 123rd General Assembly, Ohio Revised Code Section 3301.0714 provides funding.

Reimbursable Expenses. None

BILL TO ADDRESS. OHIO DEPARTMENT OF EDUCATION, INFORMATION MANAGEMENT SERVICES, SSID PROJECT MANAGER, 25 SOUTH FRONT STREET, MAIL STOP G05, COLUMBUS, OH. 43215-4183

Permits the State Will Obtain. None

ATTACHMENT 2: REQUIREMENTS FOR PROPOSALS

Proposal Format. Each Proposal must include sufficient data to allow the evaluation committee 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 will 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
- Prime Contractor Profile
- Solution Provider Profile
- Application Service Provider Profile
- Contractor Performance
- Development Capabilities
- Staffing Plan
- Detailed Design
- **SOLUTION PROVIDER SECURITY PROVISIONS**
- System Installation & Operation Experience
- Work Schedule
- Approach for Database & Application Development
- Approach for Setup & Operation of Service Provision Environment
- **APPLICATION SERVICE PROVIDER SECURITY PROVISIONS**
- Prioritized Requirements/Supplement 3
- Personnel Profile Summaries
- Existing Software Package (if applicable)
- Support Requirements
- Cost Summary
- Time Commitment
- Conflict of Interest
- Minimum Financial Requirements
- Payment Address
- Proof of Insurance
- W-9 Form
- Contract
- Pre-Existing Materials (if applicable)
- Commercial Materials (if applicable)
- Warranty For Commercial Software (if applicable)
- Software Licensing (if applicable)

Cover Letter. The cover letter must be in the form of a standard business letter and must be signed by an individual authorized to legally bind the offeror.

The cover letter will provide an executive summary of the solution the offeror plans to provide. The letter must also have the following:

- a. A statement regarding the offeror's legal structure (e.g., an Ohio corporation), Federal tax identification number, and principal place of business;
- b. A list of the people who prepared the Proposal, including their titles;
- c. The name, phone number, and fax number 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 Work if the offeror is selected 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, tax identification number, and principal place of business address;
 2. The name and phone number of someone who is authorized to legally bind the subcontractor to contractual obligations;
 3. A description of the portions of the Work the subcontractor will do;
 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; and
- f. A statement that the offeror's proposed solution for the Work meets all the requirements of this RFP.

Prime Contractor Profile. Each Proposal must include a profile of the offeror's relevant experience working on projects similar to this Work.

Each profile must include three professional references that can attest that the offeror has provided integration services in the areas of solution and application service provision.

Each reference must be willing to discuss the Prime Contractor's experience in providing customized software services, training and documentation in the past 60 months.

The profile must include the offeror's legal name, address, and telephone 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 engaged in tasks directly related to the Work; and any other background information that will help the evaluation committee gauge the ability of the offeror to successfully complete the Work.

Solution Provider Profile. The offeror must include three references for the entity providing the application where they have successfully provided customized database development services, and developed mission critical applications. Experience in developing and completing projects similar in their nature, size, and scope to the Work proposed in this RFP is required. These references must relate to work that was completed within the past five years. This RFP includes a reference form as an attachment. The offeror must use this form and fill it out completely for each reference.

If an existing product is proposed, at least three references of educational institutions currently using the basic software package proposed must be provided. The State has the right to check any or all of the offeror's references. The State may disqualify the proposal if at least three references are not provided.

Experience working in the State school system environment is desirable, project management experience is required, and system installation and operation experience is required.

Experience developing mission critical systems is required.

Application Service Provider Profile. The offeror must include three references for which the ASP successfully supported mission-critical applications, including services such as customer support, training and documentation. Experience in hosting projects similar in their nature, size, and scope to the Work proposed in this RFP is required. These references must relate to work that was completed within the past five years. This RFP includes a reference form as an attachment. The offeror must use this form and fill it out completely for each reference. The Application Service Provider must be located in the Continental United States.

Experience working in the State school system environment is desirable. Project management experience, customer service management experience, and mission critical application support experience are required.

Each reference must be willing to discuss the subcontractor's performance with the evaluation committee.

Contractor Performance. The offeror must provide the following information for this section for the past seven years:

- a. Whether 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.
- b. Whether the offeror has been assessed any penalties in excess of one thousand dollars, 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.
- c. Whether 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.
- d. Whether trading in the stock of the company has ever been suspended with the date(s) and explanation(s).
- e. Whether the offeror, any officer of the offeror, or any owner of a twenty percent (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.
- f. Whether the offeror, any officer of the offeror, or any owner with a twenty percent (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 in (a) through (f) 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 evaluation committee, such an answer and a review of the background details may result in a rejection of the offeror's Proposal. The committee will make this decision based on its determination of the seriousness of the matter, the matter's possible impact on the offeror's performance of the Work, and the best interests of the State.

Development Capabilities. Each offeror must describe its approach, methods, capability, capacity, and plans for developing the Deliverables, as well as describe contingency plans if the primary plan is not able to meet the Work's needs.

After award, the Development Plan will become the offeror's master plan to fulfill the Contract. It will incorporate other plans required by this RFP, if any.

- The Development Plan must be as complete as possible at the time of submission. It must:
- a. Describe the offeror's proposed organization(s) and management structure responsible for fulfilling the Contractor's requirements.
 - b. Describe the methodologies, processes and procedures the offeror's proposed organization(s) would follow to do the Work.
 - c. Define the offeror's quality review process and describe how communication and status review will be conducted between all parties.
 - d. Describe offeror's strategic plan for development and enhancement of proposed product over the next 18-24 months.

The offeror must also describe the Work reporting procedures required for the successful completion of the Work. The offeror must address potential problem areas, recommended solutions to the problem areas, and any assumptions used in developing those solutions.

If the offeror chooses to use any subcontractors, this part of the offeror's Proposal must describe its approach to effectively manage its subcontractors.

Staffing Plan. The offeror must provide a staffing plan that identifies all material personnel required to do the Work. The plan must have the following information:

- A contingency plan that shows the ability to add more staff if needed to meet the Work's due date(s).
- A discussion of the offeror's ability to provide qualified replacement personnel.

Detailed Design. The offeror must fully describe its proposed integration, methodology, objectives, approach, methods, tools, techniques and specific work steps for completing the detailed design and technical design process.

The offeror must depict the design in sufficient detail to allow the committee to verify that the design meets all the requirements.

The offeror must fully describe how the design will be represented, and that is through written specifications, design diagrams, a system prototype and/or CASE tool software. The offeror must fully describe how it will use systems analysis techniques to affirm the requirements identified for the Project. EDU may reject any proposal, whose architectural plan is ineffective, unworkable or will cause unreasonable costs or support issues for the Data Acquisition Sites or school districts.

SOLUTION PROVIDER SECURITY PROVISIONS. GIVEN THE SENSITIVE NATURE OF THE STUDENT-LEVEL DATA BEING HANDLED IN THIS PROJECT, THE OFFEROR MUST SPECIFY WHAT MEASURES WILL BE TAKEN TO ENSURE SECURITY IN THE SYSTEM FROM THE SOLUTION PROVIDER PERSPECTIVE. THIS SHOULD INCLUDE INDUSTRY-PROVEN BEST PRACTICE SECURITY MEASURES AND INNOVATIVE IDEAS UNIQUE TO THIS PROJECT. SECURITY MUST BE CONTROLLED AT THE FACILITY, CLIENT, COMMUNICATIONS, AND DATABASE LEVELS.

System Installation and Operation. The offeror must fully describe the offeror's methodology, objectives, approach, methods, tools, techniques and specific work steps for installing the new system and maintaining its operation throughout the warranty period. The offeror's approach to user and systems documentation, training, and installation and maintenance plans must also be fully described.

Work Schedule Milestone Dates that Offeror Must Provide:

System Design Due:
Customer Support Proposal:
User Training Proposal:

Prototype System Developed:
Prototype System Tested:
Pilot Implementation Proposal:
Pilot Implementation Initiated:
Final System Developed:
Final System Tested:
Turnover to Production:
Documentation for Knowledge Transfer to Alternative Provider:

The offeror will provide a detailed Work schedule for all Deliverables. The Work schedule should be delivered as a Microsoft Project electronic file and in hard copy showing all major Work tasks. The schedule should clearly demonstrate how the Work will be fully completed and the turn-around times.

Offerors must propose a system to be fully implemented by 6/15/2001 or 6/15/2002 and fully accepted by (respectively) 10/15/2001 or 10/15/2002.

Approach for Database and Application Development. The offeror must describe the offeror's development methodology, objectives, approach, methods, tools, techniques and specific work steps for completing the development process. Of particular importance are the offeror's testing strategies for unit, systems, user acceptance, volume and regression testing. The offeror must also fully describe the Deliverables.

Approach for Setup and Operation of Service Provision Environment. The offeror must describe the offeror's support methodology, objectives, approach, methods, tools, techniques and specific work steps for ongoing application support and customer service. The offeror must also fully describe the Deliverables.

APPLICATION SERVICE PROVIDER SECURITY PROVISIONS. GIVEN THE SENSITIVE NATURE OF THE STUDENT-LEVEL DATA BEING HANDLED IN THIS PROJECT, THE OFFEROR MUST SPECIFY WHAT MEASURES WILL BE TAKEN TO ENSURE SECURITY IN THE SYSTEM FROM THE APPLICATION SERVICE PROVIDER PERSPECTIVE. THIS SHOULD INCLUDE INDUSTRY-PROVEN BEST PRACTICE SECURITY MEASURES AND INNOVATIVE IDEAS UNIQUE TO THIS PROJECT. SECURITY MUST BE CONTROLLED AT THE FACILITY, CLIENT, COMMUNICATIONS, AND DATABASE LEVELS.

Prioritized Requirements. Supplement 3 must be completed and returned with the offeror's proposal(s). Instructions for completion are included with the Attachment.

Personnel Profile Summaries. Each Proposal must include a Personnel Profile Summary for the Work Manager. The Work Manager must meet all mandatory requirements listed for his position. Each proposal must include a Personnel Profile Summary for each member of the implementation work team.

The work team must collectively meet the team mandatory requirements. The Work Manager may contribute to meeting the work team requirements, but work team members may not contribute to the Work Manager requirements. If the Work Manager contributes to meeting any work team requirements, a team member Personnel Profile Summary must be completed for the Work Manager. The profile forms are included in this RFP as attachments. All forms must be completely filled out using the format given in the attachments to this RFP. If the proposal does not meet the minimum requirements for the Work Manager or Work Team Manager, the offeror's Proposal may be rejected as non-responsive. The various sections of the Attachment are described below:

- a) References-Provide three references for which the proposed candidate has performed the requirements they are proposed to meet on projects of a similar size and scope in the past five years.
- b) The name of the person to be contacted, phone number, company, address, brief description of the project size and complexity, and dates (beginning and ending month, day and year) of employment must be provided for each project. The candidate must provide a list of professional references that can attest to the candidate's specific qualifications.

If less than three references are provided, the offeror must include information as to why. The State may choose to disqualify any proposal if less than three references are given.

- c) Mandatory and Desirable Experience and Qualifications-This section must be completed to show how the candidate meets the mandatory experience. Each reference must include:
 1. Team Member's Name
 2. Contact Information-The contact name, phone/fax numbers, company name, and address must be completely filled out. In case the primary contact cannot be reached, an alternate contact and associated information must also be provided.
 3. Dates of Employment-Must be completed to show the length of time the candidate performed the technical experience being described, (not the length of time the candidate worked for the company). The dates must be in beginning and ending MMDDYY formats.
 4. Description of Related Services Provided-Offerors must reiterate the technical experience being described, including the capacity in which the experience was performed, and the role of the candidate in the project. (The State does not assume that since the technical requirement is provided at the top of the attachment page, that all the descriptions provided by the offeror relate to that requirement).
 5. Project Experience-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 attachment.
 6. Desirable Experience and Qualifications-This attachment must be completed to show how the candidate meets the Desirable experience and qualifications.
 7. Resume-The candidate's resume must follow the completed attachment and show how the candidate meets the qualifications listed for the position in the RFP.

The Work Manager and Work Team requirements are listed on the Personnel Profile Summary Attachment. There are different personnel requirements for the Solution Provider and the Application Service Provider.

Existing Software Package. If it exists, the offeror must submit one copy of the existing software and documentation with the proposal. The software may be loaded and tested to verify the availability of the features the proposed response indicated were available, and must operate as specified. EDU has the option to require the offeror's assistance with installation and testing

All software packages submitted will be returned to offerors upon contract award and any software loaded onto EDU systems will be removed.

Support Requirements. The State expects the offeror to describe the support it wants from the State to accomplish the Work other than what the State has offered elsewhere in this RFP. Specifically, the offeror should address the following:

- nature and extent of State support required;
- assistance from State staff and the experience/qualification level required; and
- other support requirements.

The offeror must therefore 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. The State expects the offeror to develop work offsite, or other mutually-agreed upon location(s), and use their own equipment.

The State will provide subject matter assistance 10% of the time who will be completely familiar with the work. The State expects the vendor to develop work offsite, or other mutually agreed upon location, and use their own equipment.

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 sheet in the exact format provided. Any reformatting may cause the State to reject the offeror's Proposal.

The offeror's total cost for the entire Work must be broken down for each Deliverable. There will be a subtotal price that includes each support option.

BEFORE EVALUATING THE TECHNICAL MERITS OF THE PROPOSALS, THE COMMITTEE WILL CONDUCT AN INITIAL REVIEW OF COSTS TO DETERMINE IF ANY PROPOSALS SHOULD BE REJECTED DUE TO AN EVALUATION PRICE IN EXCESS OF THE NOT-TO-EXCEED AMOUNT INDICATED IN ATTACHMENT 4, COST SUMMARY. PROPOSALS THAT EXCEED THE INDICATED AMOUNT WILL NOT BE REVIEWED. THE COMMITTEE MAY RECONSIDER THE EXCESSIVENESS OF ANY PROPOSAL'S COST AT ANY TIME IN THE EVALUATION PROCESS.

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

Time Commitment. The offeror must submit a statement and chart that clearly indicate the time commitment of the proposed Work team, including the Work Manager, to this Work and any other, non-related work during the term of the Contract.

The offeror must also include a statement indicating to what extent, if any, the Work Manager may be used on other projects during the term of the Contract. The evaluation committee may reject any Proposal that commits the proposed Work Manager to other work during the term of the Contract if the committee believes that doing so will be detrimental to the offeror's performance.

Conflict of Interest. Each Proposal must include a statement indicating whether the offeror or any people that may do the Work 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 has the right to reject a Proposal in which a conflict is disclosed or cancel the Contract if any interest is later discovered that could give the appearance of a conflict.

Minimum Financial Requirements. In order to be considered responsive, an offeror must provide the audited annual financial statements for the past three years for itself and all subcontractors included in the proposal. If the offeror's or sub contractor's most recently completed fiscal year is not yet audited, the three years just before the most recent fiscal year will be acceptable.

If the offeror or subcontractor is publicly held, the offeror's (or sub contractor's) published annual report will normally be sufficient. If the State believes the offeror's or subcontractor's financial statement is incomplete or lacks reasonable detail the State may reject the offeror's Proposal.

Payment Address. The offeror must give the address to which payments to the offeror will be sent.

Proof of Insurance. In this section, the offeror must provide the certificate of insurance required by the General Terms & Conditions.

W-9 Form. The offeror must complete the attached W-9 form in its entirety. At least one original W-9 form must be submitted. All other copies of a Proposal may contain copies of the W-9 form. Please indicate on the outside of the binder which Proposal contains the original signature.

Contract. Two signed copies of the Contract must be completed and submitted with the offeror's proposal(s).

Pre-Existing Materials. The offeror must list any Pre-existing Materials that the offeror owns that will be included in a Deliverable and for which the offeror wants a proprietary notice if the Deliverable is copied or distributed. 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 the Work section of the General Terms and Conditions). The evaluation committee may reject any Proposal that includes existing materials for a custom solution if the committee believes that such is not appropriate or preferred for the Work.

Commercial Materials. Here 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 be granted less than full ownership. Generally, these will be from third parties and readily available in the open market. Patented parts of equipment need not be listed since they are not readily copied.

If the State will be expected to sign a license for the Commercial Material, the license agreement must be attached.

If the State finds any provisions of the license agreement objectionable for any reason 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 will 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 unique scope of the license needs to be spelled out here.

Unless otherwise provided elsewhere in this RFP, proposing to use Commercial Materials in a custom solution may, in the committee's sole discretion, be a basis for rejection of the offeror's Proposal if the committee believe that such is not appropriate or preferred for the Work.

Any deviation from the standard license, warranty, and other related terms in the General Terms section for Commercial Material will likely result in a rejection of the Proposal, in the committee's sole discretion.

Warranty for Commercial Software. If the offeror plans to deliver a Deliverable that contains Commercial Software, but the State will not be required to sign a license for the software, and the warranty terms for the software are different than the standard warranty terms in the General Terms and Conditions attachment, then the scope of warranty must be spelled out here. Any deviation from the standard warranty in the General Terms section of this RFP, for Commercial Material, will likely result in a rejection of the Proposal.

The EDU requires an unlimited perpetual-use license.

Software Licensing. The EDU requires an unlimited perpetual-use license for deployment of the software application to all designated Data Acquisition Sites, school districts, or school buildings as needed. The software is intended to be used by all K-12 school districts and possibly non-public school buildings in Ohio. A license priced per user or per pupil is unacceptable. The software must utilize a relational database as its database infrastructure.

Because of the potential for future transfer of SSID support to EDU, preference will be given to the offeror who can propose a solution that aligns with the direction of the EDU infrastructure, which is based in either a Microsoft Windows NT/Windows 2000 environment, or a Compaq Open VMS/Alpha environment.

THE STATE HAS THE RIGHT TO REQUEST THE CONTRACTOR TO PLACE IN ESCROW ANY SOFTWARE SOURCE CODE PROVIDED UNDER THIS CONTRACT, INCLUDING SOURCE CODES FOR COMMERCIAL, PROPRIETARY AND CUSTOM (WORK FOR HIRE) SOFTWARE. IF APPLICABLE, IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN PERMISSION FROM ANY THIRD PARTY SOFTWARE DEVELOPER OR PROVIDER TO PLACE SUCH SOURCE CODE IN ESCROW.

This software will be made available to any interested institution within the State of Ohio. EDU will supply the Oracle **or SQL** Database to school districts, designated Data Acquisition Sites and school buildings. Any costs associated with the database product should NOT be incorporated into the proposal.

Offerors must submit a statement agreeing to the requirements of this section.

**ATTACHMENT 3: GENERAL TERMS AND CONDITIONS
PART 1: PERFORMANCE AND PAYMENT**

Statement of Work. The RFP and the Contractor's Proposal (Collectively referred to as the "RFP") are a part of this Contract and describe the work (the "Work") the Contractor will do and any materials or services (including all work product) the Contractor will deliver (the "Deliverables") under this Contract. The Contractor will do the Work in a professional, timely, and efficient manner and will provide the Deliverables in a proper fashion.

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

Term. Unless this Contract is terminated or expires without renewal, it will remain in effect until June 30, 2001. The State may then renew the Contract for six additional, one-year extensions, but the current General Assembly cannot commit a future General Assembly to an expenditure. The State, however, 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 will also apply to the end of any subsequent biennium during the term of this Contract. 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 Contractor must comply with all its obligations under this Contract within the specified time. If the Contractor does not meet those times, the Contractor will be in default, and the State may terminate this Contract under the termination provision contained below. But the State may also have certain obligations to meet. Those obligations, if any, are also listed in the RFP.

If the Contractor's failure to meet the delivery dates in the RFP 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 dates effected 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 given the State written notice of the State's failure to meet its obligations, with reasonable specificity, soon after the State's delay has begun and while the State's delay is happening. The extension of the Contractor's performance time will be the Contractor's only remedy for the State's delay.

Compensation. In consideration of the Contractor's promises and satisfactory performance, the State will pay the Contractor the amount(s) identified in the RFP (the "Fee"), plus any other expenses identified as reimbursable in the RFP. But in no event will payments under this Contract exceed the "not-to-exceed" amount in the RFP 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 all relevant parts of the Work tied to the payment. Payment of the Fee is also contingent on the Contractor delivering a proper invoice and any other documents required by the RFP.

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 will send all invoices under this Contract to the "bill to" address in the RFP 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 "Code"). That section of the Code currently requires monthly interest payments equal to one 12th of the rate per annum prescribed by Section 5703.47 of the 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 may then deduct the disputed amount from its payment as a non-exclusive remedy.

In addition, the State will consult with the Contractor as early as reasonably possible about the nature of the dispute and the amount of payment affected. When the Contractor has resolved the disputed matter to the State's satisfaction, the State will pay the disputed amount within 30 business days after the matter is resolved.

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 will reimburse the State for that amount at the end of the 30 calendar days as a non-exclusive 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.

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

In making any reimbursable expenditure, the Contractor will always comply with the more restrictive of its own, then-current internal policies for making such expenditures or with the State's then-current policies. All reimbursable travel will require the advance written approval of the State's Representative. All reimbursable expenses will be billed monthly and paid by the State within 30 business days of receiving the Contractor's invoice.

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 Code, including Section 126.07, have been met; (b) all necessary funds are made available by the appropriate state agencies; (c) if required, approval of this Contract is given by the Controlling Board of Ohio; 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 have been made available.

Employment Taxes. Each party will be solely responsible for reporting, withholding and/or paying all employment related taxes, payments and/or withholdings for its own personnel, including, but not limited to, Federal, state and local income taxes, social security, unemployment or disability deductions, withholdings, and/or payments (together with any interest and penalties not disputed with the appropriate taxing authority). All people the Contractor provides to the State under this Contract will be deemed employees of the Contractor for purposes of withholdings, taxes, and other deductions or contributions required under the law.

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

PART 2: WORK & CONTRACT ADMINISTRATION

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

Subcontracting. The Contractor may not enter into subcontracts for the Work after award without written approval from the State. But the Contractor will not need the State's written approval to subcontract for the purchase of commercial goods that are required for satisfactory completion of the Work. All subcontracts will be at the sole expense of the Contractor unless expressly stated otherwise in the RFP. The State's approval of the use of subcontractors does not mean that the State will pay for them. The Contractor will be solely responsible for payment of its subcontractor and any claims of subcontractors for any failure of the Contractor or any of its other subcontractors to meet the performance schedule or performance specifications for the Work in a timely and professional manner. The Contractor will hold the State harmless for and will indemnify the State against any such claims.

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

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

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

The Contractor will keep a separate account for the Work (the "Work Account"). All payments made from the Work Account will be only for obligations incurred in the performance of this Contract and will be supported by contracts, invoices, vouchers, and any other data needed to audit and verify the payments. All payments from the Work Account will 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 Work 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 Work. This audit right will also apply to the State's duly authorized representatives and any person or organization providing financial support for the Work.

Unless it is impracticable to do so, all records related to this Contract must be kept 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 will assume the cost of collecting, organizing, and relocating the records and any technology need to access the records to the Contractor's office nearest Columbus whenever the State or anyone else with audit rights requests access to the Contractor's Work records. The Contractor will do so with all due speed, not to exceed five business days.

If any audit reveals any material deviation from the Work'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 will require its subcontractors to agree to the requirements of this section and of 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.

Equal Employment Opportunity. During the Work, the Contractor will 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 will ensure that applicants for employment and employees are treated without regard to their Protected Status.

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

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

- (a) Workers' compensation insurance, as required by Ohio law, and, if some of the Work will be done outside Ohio, the laws of the appropriate state(s) where the Work will be done.
- (b) The Contractor will also maintain employer's liability insurance with at least a \$1,000,000.00 limit.
- (c) Personal injury, bodily injury, and property damage liability insurance, including automobile coverage, with personal injury and bodily injury of not less than \$1,000,000.00 combined single limit, and property damage of at least \$500,000.00 for any one occurrence.

The Contractor will also furnish a certificate of insurance to the State for the required coverage evidencing insurance from an insurance carrier, or carriers, authorized to do business in Ohio. The certificate 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. The certificate must also:

- (a) Provide 30 days' notice to the State before cancellation.
- (b) Have an endorsement providing that the insurance is primary insurance and over any coverage held by the State.
- (c) List the State as an additional insured.

State Personnel. During the term of this Contract and for one year after completion of the Work, the Contractor will not hire or otherwise contract for the services of any state employee involved with the Work.

Replacement Personnel. The quality and professional credentials of the people the Contractor submitted in its proposal to do the Work were material factors in the State's decision to enter into this Contract. Therefore, the Contractor will use all commercially reasonable efforts to ensure the continued availability of those people. Also, the Contractor will not remove those people from the Work without the prior, written consent of the State, except as provided below.

The Contractor may remove a person listed in the RFP from the Work if doing so is necessary for legal or disciplinary reasons, provided that the Contractor makes a reasonable effort to give the State 30 calendar days' prior, written notice of the removal. The Contractor must have qualified replacement people available to replace any people listed by name in the RFP.

When the removal of a listed person is permitted under this Section, or if a person becomes unavailable, the Contractor will submit the resumes for two replacement people for each person removed or who otherwise becomes unavailable. The Contractor will 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(s). Should the State reject both replacement candidates due to their failure to meet the minimum qualifications identified in the RFP, 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 the event of such a default, the State will have the right to terminate this Contract and to have the damages specified elsewhere in this Contract for termination due to default.

The State may determine that proposed replacement candidates meet the minimum qualifications of this Contract and still substantially reduce the value the State perceived it would receive through the work 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 will 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, then such rejection will be deemed a termination for 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, and right to ensure, that its operations are carried out in an efficient, professional, legal, and secure manner. The State, therefore, will have the right to require the Contractor to remove any individual doing any part of the Work if the State determines that any such individual has or may interfere with the State's interests identified above. In such a case, the request for removal will be treated as a case in which an individual providing services under this Contract has become unavailable, and the Contractor will follow the procedures identified above for replacing unavailable people. This provision applies to people engaged by the Contractor's subcontractors if they are listed as key people on the RFP.

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 may also terminate this Contract if the Contractor violates any law or regulation in doing the Work, or if it appears to the State that the Contractor's performance is substantially endangered through no fault of the State.

In any such case, the termination will be for cause, and the State's rights and remedies will be those identified below for termination for cause.

On written notice, the Contractor will have 30 calendar days to cure any breach of its obligations under this Contract, provided the breach is curable. If the Contractor fails to cure the breach within 30 calendar days after written notice or if the breach is not one that is curable, the State will have the right to terminate this Contract. The State may also 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 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. 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 may also terminate this Contract for its convenience and without cause or if the Ohio General Assembly fails to appropriate funds for any part of the Work.

If a third party is providing funding for the Work, the State may also terminate this Contract should that third party fail to release any Work funds. The RFP identifies any third party source of funds for the Work.

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 will immediately cease all Work and take all steps necessary to minimize any costs the Contractor will incur related to this Contract. The Contractor will also immediately prepare a report and deliver it to the State. The report must detail any Deliverables completed or partially completed but not delivered to the State at the time of termination. The Contractor will also deliver all the completed and partially completed Deliverables to the State with its report. But, if delivery in that manner would not be in the State's interest, then the Contractor will propose a suitable alternative form of delivery.

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

If the termination is for the convenience of the State, the Contractor will be entitled to compensation for any Work that the Contractor has performed before the termination. Such compensation will be the Contractor's exclusive remedy in the case of termination for convenience and will be available to the Contractor only once the Contractor has submitted a proper invoice for such, with the invoice reflecting the amount determined to be owing to the Contractor by the State.

The State will make that determination based on the lesser of the percentage of the applicable unit(s) of Work completed or the hours of work performed in relation to the estimated total hours required to perform the entire applicable unit(s) of Work.

The State will have the option of suspending rather than terminating the Contract where the State believes that doing so would better serve its interests.

In the event of a suspension for the convenience of the State, the Contractor will be entitled to receive payment for the Work performed before the suspension.

In the case of suspension of the Work rather than termination for cause, the Contractor will not be entitled to any compensation for any part of the Work performed. If the State reinstates the Contract 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 amount of compensation due to the Contractor for Work performed before the suspension will be determined 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 costs associated with a suspension for the State's convenience. No payment under this provision will be made to the Contractor until the Contractor submits a proper invoice.

Any notice of suspension, whether with or without cause, will be effective immediately on the Contractor's receipt of the notice. And the Contractor will prepare a report concerning the Work just as is required by this Section in the case of termination. After suspension of the Contract, the Contractor will perform no Work without the consent of the State and will resume the Work only on written notice from the State to do so. In any case of suspension, the State retains its right to terminate this Contract rather than to continue the suspension or resume the Contract.

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 will not suspend the Contract for its convenience more than once during the term of this Contract, and any suspension for the State's convenience will not continue for more than 30 calendar days.

If the Contractor does not receive notice to resume or terminate the Work within the 30-day period, 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 will indemnify the State for any liability to them. Each subcontractor will hold the State harmless for any damage caused to them from a suspension or termination. They will 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 on the RFP or a subsequent notice to the Contractor as the "Work Representative." The Work Representative will review all reports made in the performance of the Work by the Contractor, will conduct all liaison with the Contractor, and will accept or reject the Deliverables.

The Work Representative may assign a manager responsibilities for individual aspects of the Work to act as the Work Representative for those individual portions of the Work, if applicable and appropriate.

The Contractor must designate a Contract Manager as a representative. The Contract Manager will conduct all liaisons with the State under this Contract. Either party, upon written notice to the other party, may designate another representative.

Work Responsibilities. The State will be responsible for providing only those things expressly identified, if any, in the RFP. 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/or equipment or has voluntarily waived an inspection and will work with the equipment and/or facilities on an "as is" basis.

Normal working hours on State property is Monday through Friday (except for State holidays) from 8:00 A.M. to 5:00 P.M., with one hour for lunch. The Contractor must plan to work within these time constraints for any Work that will be done on State property.

If the Work, or parts of it, will be performed on the State's property, the State will provide the Contractor with reasonable access to that property.

The Contractor will provide a written report to the Work Representative at least as often as the end of every other week throughout the term of this Contract, or as otherwise provided in the RFP.

Unless otherwise provided in the RFP, the Contractor will be responsible for obtaining all official permits, approvals, and similar authorizations required by any local, state, or Federal agency for the Work.

Changes. The State may make reasonable changes, within the general scope of the Work, in any one or more of the following: (I) Work tasks or subtasks; (ii) time or place of delivery; or (iii) period of performance. 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 scope of the Work, the Contractor will have the right to request a Change Order from the State. Scope of Work changes will be managed as follows: pricing will be provided from the Contractor 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.

Within five business days after receiving the Change Order, the Contractor will sign it to signify agreement with it and return it to the State.

If a change causes an increase in the cost of, or the time required for, the performance of the Work, the Contractor will notify the State in writing and request an equitable adjustment in the Contractor's Fee, the delivery schedule, or both before the Contractor signs the Change Order.

If the Contractor claims an adjustment under this section in connection with a change to the Work not described in a written Change Order, the Contractor must notify the State of such 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 relevant change was specifically ordered in writing by the State and the Contractor has complied with the requirements of this section.

Provided the State has complied with the procedure for Change Orders in this section, nothing in this clause will excuse the Contractor from proceeding with performance of the Work as changed.

Where an equitable adjustment to the Contractor's fee is appropriate, the State and the Contractor may agree upon such an adjustment.

If the State and the Contractor are unable to agree, and the Contractor seeks an equitable adjustment in its Fee, 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 hours of labor will be broken down by employee position, and the actual hourly pay rate for each employee involved in the change must be provided. The total amount of the equitable adjustment for the Change Order will then 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 will then be set based on this amount, plus 15% to cover overhead and profit. Alternatively, if the Contractor's proposal provides for hourly rates for each position involved in the Change Order, then those rates will apply rather than the actual rates, and there will be no adjustment for benefits, taxes, overhead, or profit. This amount will be the not-to-exceed amount of the Change Order. However, if the change involves removing a requirement from the Work or replacing one part of the Work with the change, the State will get a credit for the Work no longer required under the original scope of the Work. The credit will be calculated in the same manner as the Contractor's Fee for the change, and the not-to-exceed amount will be reduced by this credit.

The Contractor will be 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 anything a subcontractor will do under a Change Order.

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 will notify the other promptly of any material delay in performance and will specify in writing the proposed revised performance date or dates as soon as practicable after notice of delay. In the event of any such excusable delay, the dates of performance or of delivery affected by the delay will be extended for a period equal to the time lost by reason of the excusable delay. The delayed party must also 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 Contractor has no legal control.

Independent Status of the Contractor. The parties will be acting as independent contractors. The partners, employees, officers, and agents ("Personnel") of one party, in the performance of this Contract, will act only in the capacity of representatives of that party and not as Personnel of the other party and will not be deemed for any purpose to be Personnel of the other.

Each party assumes full responsibility for the actions of its Personnel while they are performing services pursuant to this Contract and will be solely responsible for paying its Personnel (including withholding of and/or paying income taxes and social security, workers' compensation, disability benefits and the like).

Neither party will commit, nor be authorized to commit, the other party in any manner. The Contractor's subcontractors will be considered the agents of the Contractor for purposes of this Contract.

PART 3: OWNERSHIP & HANDLING OF INTELLECTUAL PROPERTY & 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 agrees to 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 or potential contractors with the State, or individuals or organizations about whom the State keeps information.

By way of example and by no means by way of limitation, information should be treated as confidential if it includes 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 expressly excluded by Ohio law from public records disclosure requirements.

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

The Contractor will not 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 preserve and safeguard its own secrets, except when the Contractor's procedures are not reasonable given the nature of the Confidential Information or where the disclosure nevertheless results in liability to the State.

The Contractor will not incorporate any portion of any Confidential Information into anything, other than a Deliverable, and will have no proprietary interest in any of the Confidential Information. Furthermore, the Contractor will cause all of its employees 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 will 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 they will be obligated to the requirements of this section.

Ownership of Deliverables. All custom work done by the Contractor and covered by this Contract will be treated as "work for hire" on behalf of the State, 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 will provide the State with all assistance reasonably needed to vest such rights of ownership in the State. But 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 in 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 license to use, modify, sell, and otherwise distribute all Pre-existing Materials that are incorporated in any custom-developed Deliverable rather than grant the State ownership of the Pre-existing Materials. The Contractor will 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 in a custom Deliverable, the Contractor must first disclose this and seek the State's approval for doing so in advance. On the request of the Contractor, the State will incorporate any proprietary notice the Contractor may reasonably want for any Pre-existing Materials included in a custom Deliverable in all copies the State makes of that 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 has been developed at private expense by the Contractor or a third party, 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 or as an attachment referenced in the RFP, 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 State secrets. 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 (8) of this section with respect to the software. The State will not use any Commercial Software except as provided in items (1) through (8) 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.

However:

- (7) If the Commercial Software delivered under this Contract is published and copyrighted, it is licensed to the State without disclosure prohibitions; but
- (8) If any Commercial Software is delivered under this Contract with the copyright notice in 17 U.S.C. 401, it will be presumed to be published, copyrighted, and licensed to the State without disclosure restrictions, unless a statement substantially as follows accompanies such copyright notice: "Unpublished -- rights reserved under the copyright laws of the United States." The State will treat such Commercial Software as Confidential Information to the extent that such is actually the case.

Software Maintenance. If this Contract involves software as a Deliverable, then, during the warranty period, the Contractor will correct any material programming errors that are attributable to the Contractor within a reasonable period of time. But the State must notify the Contractor, either orally or in writing, of a problem with the software and provide sufficient information for the Contractor to identify the problem.

The Contractor's response to a programming error will depend upon the severity of the problem. For programming errors that slow the processing of data by a small degree, render minor and non-critical functions of the System inoperable or unstable, or require users or administrators to employ work-arounds to fully use the software, Contractor will respond to the request for resolution within 4 business hours. And the Contractor must begin working on a proper solution for the problem within 1 business day, dedicating the resources of at least 1 qualified programmer full-time to fixing the problem. For any defects with more significant consequences, including those that render key functions of the system inoperable or significantly slow processing of data, the Contractor will respond within 2 business hours of notice.

Additionally, the Contractor must begin working on a proper solution for the problem immediately after responding and, if requested, provide on-site assistance and dedicate all available resources to resolving the problem.

For software classified as Commercial Software in the Ownership of the Work section and for which the State has not signed a separate license agreement, the Contractor will acquire the right to maintenance for 1 year. That maintenance will be the third-party licensor's standard maintenance program. But, at a minimum, that maintenance program must include all new releases, updates, patches, and fixes to the software. It will also 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 will obtain a commitment from the licensor to make maintenance available for the product for at least 4 years after the first year of maintenance. The Contractor will also obtain a commitment from the licensor to limit increases in the annual fee for maintenance to no more than 10% annually. If the licensor is unable to provide maintenance during that 5 year period, then the licensor must be committed to doing 1 of the following 2 things: (a) give the State a *pro rata* refund of the license fee based on a 5-year useful life; or (b) release the source code for the software to the State for use by the State solely for the purpose of maintaining the copy(ies) of the software for which the State has a proper license. For purposes of receiving the source code, the State agrees to treat it as confidential and to be obligated to the requirements under the Confidentiality section of this Contract with respect to the source code. That is, with respect to the source code that the State gets under this section, the State will do all the things that the Confidentiality section requires the Contractor to do in handling the State's Confidential Information.

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

Maintenance will be available 9 working hours per weekday, between 8:00 a.m. and 5:00 p.m. Eastern Standard Time. Travel time and expenses related to remedial and preventive maintenance will not be considered billable but will be included in the Contractor's firm, fixed Fee for the Project during the warranty period and a part of the annual maintenance fee during later annual maintenance periods.

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

The Contractor will identify all key people who will provide 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 4: 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; (2) unless otherwise provided in the RFP, be the work solely of the Contractor; and (3) no Deliverable will infringe on the intellectual property rights of any third party.

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; and (4) the Contractor has good and marketable title to any goods delivered under this Contract and in which title passes to the State.

The warranty regarding professionalism and material defects is a one-year warranty. All other warranties will be continuing warranties. If any portion of the Work or a Deliverable fails to comply with these warranties, and the Contractor is so notified in writing, the Contractor will correct such failure with all due speed or will refund the amount of the compensation paid for such portion of the Work or the applicable Deliverable. The Contractor will also 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 agrees to give the Contractor notice of any such claim as soon as reasonably practicable and to allow the Contractor to control the defense of the a claim. 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 will do one of the following four 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; (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 (g) 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 in a Deliverable, the Contractor represents and warrants that it has done 1 of the following 3 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 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 in 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 (or any attachment referenced in the RFP) 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 obtained 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 un-compiled operating instructions for the entire System. But the Contractor will not be obligation to provide source code for Commercial Software unless it is readily available from the licensor. The sourcecode will be provided in the language in which it was written and will include commentary that will allow a competent programmer proficient in the source language to readily interpret the source code and understand the purpose of all routines and subroutines contained within the source code.

General Exclusion of Warranties. THE CONTRACTOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN THOSE EXPRESS WARRANTIES CONTAINED IN THIS CONTRACT. THE CONTRACTOR ALSO MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE EXCEPT AS FOLLOWS: IF THE CONTRACTOR HAS BEEN ENGAGED UNDER THE SCOPE OF WORK IN THE RFP TO DESIGN SOMETHING TO MEET A PARTICULAR NEED FOR THE STATE, THEN THE CONTRACTOR DOES WARRANT THAT THE CONTRACTOR'S WORK WILL MEET THE STATED PURPOSE FOR THAT WORK.

Indemnity for Property Damage and Bodily Injury. The Contractor will indemnify the State for all liability or expense resulting from bodily injury to any person (including injury resulting in death) or damage to property arising out of the performance of this Contract, providing such bodily injury or property damage is due to the fault of the Contractor, its employees, agents, or subcontractors and occurs without negligence on the part of the State or any of its employees.

Limitation of Liability. EXCEPT AS EXPRESSLY PROVIDED IN THIS CONTRACT, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

FURTHER, EXCEPT WITH RESPECT TO THIRD-PARTY CLAIMS OR JUDGEMENTS AGAINST ONE PARTY RESULTING FROM THE FAULT OR BREACH OF THIS CONTRACT BY THE OTHER PARTY, EACH PARTY'S LIABILITY FOR DIRECT DAMAGES IS LIMITED TO TWICE THE VALUE OF THE CONTRACT REGARDLESS OF THE CAUSE, THEORY, OR BASIS FOR SUCH LIABILITY.

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

PART 5: CONSTRUCTION

Entire Document. This Contract is the entire agreement between the parties with respect to the 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 amendment or modification of 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 construed as a waiver or relinquishment of any such term and either party may at any later time demand strict and complete performance by the other party of such a term.

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 will not be used to interpret any section.

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

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

PART 6: LAW & COURTS

Compliance with Law. The Contractor agrees to comply with all applicable Federal, state, and local laws in the conduct of the Work.

Drug-Free Workplace. The Contractor will comply with all applicable state and Federal laws regarding keeping a drug-free workplace.

The Contractor will make a good faith effort to ensure that all the Contractor employees, 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. No Personnel of the Contractor may voluntarily acquire any personal interest that conflicts with their responsibilities under this Contract.

Additionally, the Contractor will not knowingly permit any public official or public employee who has any responsibilities related to this Contract or the Work to acquire an interest in anything or any entity under the Contractor's control if such an interest would conflict with that official's or employee's duties.

The Contractor will disclose to the State knowledge of any such person who acquires an incompatible or conflicting personal interest related to this Contract.

The Contractor will take all legal steps to ensure that such a person does not participate in any action affecting the Work under this Contract, unless the State has determined that, in the 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 law, O.R.C. §102.04. The Contractor affirms that, as applicable to the Contractor, no party listed in Division (I) or (J) of Section 3517.13 of the Ohio Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees.

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.

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 4: COST SUMMARY

DELIVERABLES	DESCRIPTION	TOTAL
Solution Provider: SSID Application		
Deliverable 1	Plan, design, implement and turn over to production the SSID application. Complete the Deliverables called for in Section 2 of Supplement 3. Specific deliverables follow:	
Deliverable 1A	Planning Phase Deliverables (Supplement 3, paragraph 2.10.1).	\$
Deliverable 1B	Design Phase Deliverables (Supplement 3, paragraph 2.10.2).	\$
Deliverable 1C	Implementation Phase Deliverables (Supplement 3, paragraph 2.10.3).	\$
Deliverable 1D	Turnover to Production Phase Deliverables (Supplement 3, paragraph 2.10.4).	\$
Subtotal For Deliverable 1		\$

DELIVERABLES	DESCRIPTION	TOTAL		
Application Service Provider: Hosting Infrastructure				
Deliverable 2	Implement the application service provider environment, including customer service and hosting infrastructure. Complete the Deliverables called for in Section 3 of Supplement 3. Specific deliverables follow:			
Deliverable 2A	Set up/configure host infrastructure for the application (one-time cost).	\$		
Deliverable 2B	Complete the Production Support Phase Deliverables in Section 3, Supplement 3: (Supplement 3, paragraph 3.3).	\$		
Deliverable 2C	Start-up (First 12 Months) Support Cost (OFFEROR MUST COMPLETE ALL OPTIONS BELOW.) (Example: Annual Total Cost for Option 1 = 1,500 Concurrent Users x Annual Cost Per User).	# of Concurrent Users	Annual Cost Per User	Annual Total Cost
	Option 1	800-1,500	\$	\$
	Option 2	1,501-2,500	\$	\$
	Option 3	2,501-3,500	\$	\$
	Option 4	3,501-4,500	\$	\$
	Average of Options 1-4		\$	\$
Subtotal for Deliverable 2 (Calculated by totaling Deliverable 2A, Deliverable 2B, and the Average of Options 1-4 under Deliverable 2C).		\$		
Deliverable 3	Ongoing Annual Support Cost (for each additional year for up to six years) (OFFEROR MUST COMPLETE ALL OPTIONS BELOW.) (Example: Annual Total Cost for Option 1 = 1,500 Concurrent Users x Annual Cost Per User)	# of Concurrent Users	Annual Cost Per User	Annual Total Cost
	Option 1	800-1,500	\$	\$
	Option 2	1,501-2,500	\$	\$
	Option 3	2,501-3,500	\$	\$
	Option 4	3,501-4,500	\$	\$
	Average of Options 1-4		\$	\$
Subtotal for Deliverable 3 Average of Options 1-4 under Deliverable 3C).		\$		
EVALUATION PRICE (Use subtotals from Deliverables 1, 2, and 3).		\$		

THE TOTAL COST OF DELIVERABLES 1 AND 2 CANNOT EXCEED \$1,250,000

ATTACHMENT 5 PRIME CONTRACTOR'S PROFILE/REFERENCES

Page 1 of 1

OFFEROR'S NAME: _____

A. REQUIRED REFERENCES: List three professional references for which the proposed offeror has successfully provided integration services, especially with a solution provider and application service provider. For each reference given indicate the following: the company name and address, the project name, the name of the person to be contacted, phone number, dates (month, day, year) of employment, and a brief description of the project size and complexity.

Company: _____ Contact: _____
Address: _____ Phone: _____
Project Name: _____ Dates of Employment: _____
Description of related service provided: _____

Company: _____ Contact: _____
Address: _____ Phone: _____
Project Name: _____ Dates of Employment: _____
Description of related service provided: _____

Company: _____ Contact: _____
Address: _____ Phone: _____
Project Name: _____ Dates of Employment: _____
Description of related service provided: _____

IF LESS THAN THREE REFERENCES ARE PROVIDED, THE OFFEROR MUST EXPLAIN WHY.

ATTACHMENT 5A SOLUTION PROVIDER'S CONTRACTOR PROFILE

Page 1 of 5

OFFEROR'S NAME: _____

A. REQUIRED REFERENCES: List three professional references for which the proposed offeror has successfully provided customized software services, training and documentation in the past 60 months, including the types of items specified in Supplement 3, Section 2 of the RFP. For each reference given indicate the following: the company name and address, the project name, the name of the person to be contacted, phone number, dates (month, day, year) of employment, and a brief description of the project size and complexity.

Company: _____ Contact: _____
Address: _____ Phone: _____
Project Name: _____ Dates of Employment: _____
Description of related service provided: _____

Company: _____ Contact: _____
Address: _____ Phone: _____
Project Name: _____ Dates of Employment: _____
Description of related service provided: _____

Company: _____ Contact: _____
Address: _____ Phone: _____
Project Name: _____ Dates of Employment: _____
Description of related service provided: _____

IF LESS THAN THREE REFERENCES ARE PROVIDED, THE OFFEROR MUST EXPLAIN WHY.

ATTACHMENT 5A: SOLUTION PROVIDER'S PROFILE
Page 2 of 5

C. REQUIRED EXPERIENCE

1. Offeror must have mission critical system application development experience.

Company: _____ Contact: _____
Address: _____ Phone: _____
Project Name: _____ Dates of Employment: _____
Description of related service provided: _____

Company: _____ Contact: _____
Address: _____ Phone: _____
Project Name: _____ Dates of Employment: _____
Description of related service provided: _____

Company: _____ Contact: _____
Address: _____ Phone: _____
Project Name: _____ Dates of Employment: _____
Description of related service provided: _____

IF LESS THAN THREE REFERENCES ARE PROVIDED, THE OFFEROR MUST EXPLAIN WHY.

ATTACHMENT 5A: SOLUTION PROVIDER'S PROFILE
Page 3 of 5

C. REQUIRED EXPERIENCE

2. Offeror must have project management experience.

Company: _____ Contact: _____
Address: _____ Phone: _____
Project Name: _____ Dates of Employment: _____
Description of related service provided: _____

Company: _____ Contact: _____
Address: _____ Phone: _____
Project Name: _____ Dates of Employment: _____
Description of related service provided: _____

Company: _____ Contact: _____
Address: _____ Phone: _____
Project Name: _____ Dates of Employment: _____
Description of related service provided: _____

ATTACHMENT 5A: SOLUTION PROVIDER'S PROFILE

Page 4 of 5

C. DESIRABLE EXPERIENCE

3. Offeror's experience with state school systems.

Company: _____ Contact: _____
Address: _____ Phone: _____
Project Name: _____ Dates of Employment: _____
Description of related service provided: _____

Company: _____ Contact: _____
Address: _____ Phone: _____
Project Name: _____ Dates of Employment: _____
Description of related service provided: _____

Company: _____ Contact: _____
Address: _____ Phone: _____
Project Name: _____ Dates of Employment: _____
Description of related service provided: _____

ATTACHMENT 5A SOLUTION PROVIDER'S WORK MANAGER'S PROFILE

Page 1 of 4

WORK MANAGER'S NAME: _____

A. REFERENCES: List three professional references for which the proposed offeror has successfully provided customized software services, support, training and documentation in the past 60 months. For each reference given indicate the following: the company name and address, the project name, the name of the person to be contacted, phone number, dates (month, day, year) of employment, and a brief description of the project size and complexity.

Company: _____ Contact: _____
Address: _____ Phone: _____
Project Name: _____ Dates of Employment: _____
Description of related service provided: _____

Company: _____ Contact: _____
Address: _____ Phone: _____
Project Name: _____ Dates of Employment: _____
Description of related service provided: _____

Company: _____ Contact: _____
Address: _____ Phone: _____
Project Name: _____ Dates of Employment: _____
Description of related service provided: _____

ATTACHMENT 5A: SOLUTION PROVIDER'S WORK MANAGER PROFILE

Page 2 of 4

C. REQUIRED EXPERIENCE

1. The Work Manager must have 60 months experience managing data processing projects.

Company: _____ Contact: _____
Address: _____ Phone: _____
Project Name: _____ Dates of Employment: _____
Description of related service provided: _____

Company: _____ Contact: _____
Address: _____ Phone: _____
Project Name: _____ Dates of Employment: _____
Description of related service provided: _____

Company: _____ Contact: _____
Address: _____ Phone: _____
Project Name: _____ Dates of Employment: _____
Description of related service provided: _____

ATTACHMENT 5A: SOLUTION PROVIDER'S WORK MANAGER PROFILE

Page 3 of 4

C. REQUIRED EXPERIENCE

2. The Work Manager must have 36 months experience managing software development projects.

Company: _____ Contact: _____
Address: _____ Phone: _____
Project Name: _____ Dates of Employment: _____
Description of related service provided: _____

Company: _____ Contact: _____
Address: _____ Phone: _____
Project Name: _____ Dates of Employment: _____
Description of related service provided: _____

Company: _____ Contact: _____
Address: _____ Phone: _____
Project Name: _____ Dates of Employment: _____
Description of related service provided: _____

ATTACHMENT 5A: SOLUTION PROVIDER'S WORK MANAGER PROFILE

Page 4 of 4

C. REQUIRED EXPERIENCE

3. The Work Manager must have 36 months experience managing projects with the proposed relational database product.

Company: _____ Contact: _____
Address: _____ Phone: _____
Project Name: _____ Dates of Employment: _____
Description of related service provided: _____

Company: _____ Contact: _____
Address: _____ Phone: _____
Project Name: _____ Dates of Employment: _____
Description of related service provided: _____

Company: _____ Contact: _____
Address: _____ Phone: _____
Project Name: _____ Dates of Employment: _____
Description of related service provided: _____

ATTACHMENT 5A SOLUTION PROVIDER'S WORK TEAM'S PROFILE

Page 1 of 4

TEAM MEMBER NAMES _____

A. REQUIRED EXPERIENCE

1. The Work Team must individually or collectively have 36 months experience with the proposed relational database product.

Company: _____ Contact: _____
Address: _____ Phone: _____
Project Name: _____ Dates of Employment: _____
Description of related service provided: _____

Company: _____ Contact: _____
Address: _____ Phone: _____
Project Name: _____ Dates of Employment: _____
Description of related service provided: _____

Company: _____ Contact: _____
Address: _____ Phone: _____
Project Name: _____ Dates of Employment: _____
Description of related service provided: _____

ATTACHMENT 5A SOLUTION PROVIDER'S WORK TEAM'S PROFILE

Page 2 of 4

TEAM MEMBER NAMES _____

A. REQUIRED EXPERIENCE

2. The Work Team must individually or collectively have 60 months experience developing software.

Company: _____ Contact: _____
Address: _____ Phone: _____
Project Name: _____ Dates of Employment: _____
Description of related service provided: _____

Company: _____ Contact: _____
Address: _____ Phone: _____
Project Name: _____ Dates of Employment: _____
Description of related service provided: _____

Company: _____ Contact: _____
Address: _____ Phone: _____
Project Name: _____ Dates of Employment: _____
Description of related service provided: _____

ATTACHMENT 5A SOLUTION PROVIDER'S WORK TEAM'S PROFILE

Page 3 of 4

TEAM MEMBER NAMES _____

A. REQUIRED EXPERIENCE

3. The Work Team must individually or collectively have 60 months systems analyst experience.

Company: _____ Contact: _____

Address: _____ Phone: _____

Project Name: _____ Dates of Employment: _____

Description of related service provided: _____

Company: _____ Contact: _____

Address: _____ Phone: _____

Project Name: _____ Dates of Employment: _____

Description of related service provided: _____

Company: _____ Contact: _____

Address: _____ Phone: _____

Project Name: _____ Dates of Employment: _____

Description of related service provided: _____

ATTACHMENT 5A SOLUTION PROVIDER'S WORK TEAM'S PROFILE

Page 4 of 4

TEAM MEMBER NAMES _____

A. REQUIRED EXPERIENCE

4. The Work Team must individually or collectively have 60 months experience in software installation.

Company: _____ Contact: _____
Address: _____ Phone: _____
Project Name: _____ Dates of Employment: _____
Description of related service provided: _____

Company: _____ Contact: _____
Address: _____ Phone: _____
Project Name: _____ Dates of Employment: _____
Description of related service provided: _____

Company: _____ Contact: _____
Address: _____ Phone: _____
Project Name: _____ Dates of Employment: _____
Description of related service provided: _____

CONTRACTOR'S NAME: _____

A. REFERENCES: List three professional references for which the proposed candidate has successfully provided application support services, including hosting the infrastructure, providing customer support services, and providing the types of items specified in Supplement 3, Section 3 of the RFP. The Work Manager may contribute to meeting the Work Team requirements. If the Work Manager contributes to meeting any Work Team members' requirement(s), a Work Team member's Personnel Profile Summary must be completed for the Work Manager. For each reference given indicate the following: the company name and address, the project name, the name of the person to be contacted, phone number, dates (month, day, year) of employment, and a brief description of the project size and complexity.

Company: _____ Contact: _____
Address: _____ Phone: _____
Project Name: _____ Dates of Employment: _____
Description of related service provided: _____

Company: _____ Contact: _____
Address: _____ Phone: _____
Project Name: _____ Dates of Employment: _____
Description of related service provided: _____

Company: _____ Contact: _____
Address: _____ Phone: _____
Project Name: _____ Dates of Employment: _____
Description of related service provided: _____

ATTACHMENT 6: APPLICATION SERVICE PROVIDER'S PROFILE

Page 2 of 5

B. REQUIRED EXPERIENCE

1. The Contractor must have Project Management experience.

Company: _____ Contact: _____
Address: _____ Phone: _____
Project Name: _____ Dates of Employment: _____
Description of related service provided: _____

Company: _____ Contact: _____
Address: _____ Phone: _____
Project Name: _____ Dates of Employment: _____
Description of related service provided: _____

Company: _____ Contact: _____
Address: _____ Phone: _____
Project Name: _____ Dates of Employment: _____
Description of related service provided: _____

ATTACHMENT 6: APPLICATION SERVICE PROVIDER'S PROFILE

Page 3 of 5

B. DESIRABLE EXPERIENCE

2. The Contractor may have state school system experience.

Company: _____ Contact: _____
Address: _____ Phone: _____
Project Name: _____ Dates of Employment: _____
Description of related service provided: _____

Company: _____ Contact: _____
Address: _____ Phone: _____
Project Name: _____ Dates of Employment: _____
Description of related service provided: _____

Company: _____ Contact: _____
Address: _____ Phone: _____
Project Name: _____ Dates of Employment: _____
Description of related service provided: _____

ATTACHMENT 6: APPLICATION SERVICE PROVIDER'S PROFILE

Page 4 of 5

C. REQUIRED EXPERIENCE

1. The Contractor must have customer service management experience.

Company: _____ Contact: _____
Address: _____ Phone: _____
Project Name: _____ Dates of Employment: _____
Description of related service provided: _____

Company: _____ Contact: _____
Address: _____ Phone: _____
Project Name: _____ Dates of Employment: _____
Description of related service provided: _____

Company: _____ Contact: _____
Address: _____ Phone: _____
Project Name: _____ Dates of Employment: _____
Description of related service provided: _____

ATTACHMENT 6: APPLICATION SERVICE PROVIDER'S PROFILE

Page 5 of 5

C. REQUIRED EXPERIENCE

2. The Contractor must have mission critical application support experience.

Company: _____ Contact: _____
Address: _____ Phone: _____
Project Name: _____ Dates of Employment: _____
Description of related service provided: _____

Company: _____ Contact: _____
Address: _____ Phone: _____
Project Name: _____ Dates of Employment: _____
Description of related service provided: _____

Company: _____ Contact: _____
Address: _____ Phone: _____
Project Name: _____ Dates of Employment: _____
Description of related service provided: _____

**ATTACHMENT 6 APPLICATION SERVICE PROVIDER'S WORK
MANAGER'S PROFILE**

Page 1 of 4

WORK MANAGER'S NAME: _____

A. REQUIRED REFERENCES: List three professional references for which the proposed offeror has successfully provided application support services, including hosting the infrastructure and providing customer support services in the past 60 months. For each reference given indicate the following: the company name and address, the project name, the name of the person to be contacted, phone number, dates (month, day, year) of employment, and a brief description of the project size and complexity.

Company: _____ Contact: _____
Address: _____ Phone: _____
Project Name: _____ Dates of Employment: _____
Description of related service provided: _____

Company: _____ Contact: _____
Address: _____ Phone: _____
Project Name: _____ Dates of Employment: _____
Description of related service provided: _____

Company: _____ Contact: _____
Address: _____ Phone: _____
Project Name: _____ Dates of Employment: _____
Description of related service provided: _____

IF LESS THAN THREE REFERENCES ARE PROVIDED, THE OFFEROR MUST EXPLAIN WHY.

ATTACHMENT 6–APPLICATION SERVICE PROVIDER’S WORK MANAGER’S PROFILE

Page 2 of 4

WORK MANAGER’S NAME _____

A. REQUIRED EXPERIENCE

1. The work manager must have a minimum of 36 months experience managing customer support staff.

Company: _____ Contact: _____

Address: _____ Phone: _____

Project Name: _____ Dates of Employment: _____

Description of related service provided: _____

Company: _____ Contact: _____

Address: _____ Phone: _____

Project Name: _____ Dates of Employment: _____

Description of related service provided: _____

Company: _____ Contact: _____

Address: _____ Phone: _____

Project Name: _____ Dates of Employment: _____

Description of related service provided: _____

ATTACHMENT 6: APPLICATION SERVICE PROVIDER'S WORK MANAGER'S PROFILE

Page 3 of 4

A. REQUIRED EXPERIENCE

2. The work manager must have a minimum of 36 months experience managing the proposed relational database product.

Company: _____ Contact: _____
Address: _____ Phone: _____
Project Name: _____ Dates of Employment: _____
Description of related service provided: _____

Company: _____ Contact: _____
Address: _____ Phone: _____
Project Name: _____ Dates of Employment: _____
Description of related service provided: _____

Company: _____ Contact: _____
Address: _____ Phone: _____
Project Name: _____ Dates of Employment: _____
Description of related service provided: _____

ATTACHMENT 6: APPLICATION SERVICE PROVIDER'S WORK MANAGER'S PROFILE

Page 4 of 4

A. REQUIRED EXPERIENCE

3. The work manager must have a minimum of 60 months experience managing application support and service provision.

Company: _____ Contact: _____
Address: _____ Phone: _____
Project Name: _____ Dates of Employment: _____
Description of related service provided: _____

Company: _____ Contact: _____
Address: _____ Phone: _____
Project Name: _____ Dates of Employment: _____
Description of related service provided: _____

Company: _____ Contact: _____
Address: _____ Phone: _____
Project Name: _____ Dates of Employment: _____
Description of related service provided: _____

ATTACHMENT 6: APPLICATION SERVICE PROVIDER'S WORK TEAM'S EXPERIENCE

Page 1 of 3

WORK TEAM MEMBER NAMES: _____

A. REQUIRED EXPERIENCE

1. The Work Team must individually or collectively have 60 months experience in application support and service provision.

Company: _____ Contact: _____
Address: _____ Phone: _____
Project Name: _____ Dates of Employment: _____
Description of related service provided: _____

Company: _____ Contact: _____
Address: _____ Phone: _____
Project Name: _____ Dates of Employment: _____
Description of related service provided: _____

Company: _____ Contact: _____
Address: _____ Phone: _____
Project Name: _____ Dates of Employment: _____
Description of related service provided: _____

ATTACHMENT 6: APPLICATION SERVICE PROVIDER'S WORK TEAM'S EXPERIENCE

Page 2 of 3

WORK TEAM MEMBER NAMES: _____

A. REQUIRED EXPERIENCE

2. The Work Team must individually or collectively have a minimum of 36 months experience in customer support.

Company: _____ Contact: _____

Address: _____ Phone: _____

Project Name: _____ Dates of Employment: _____

Description of related service provided: _____

Company: _____ Contact: _____

Address: _____ Phone: _____

Project Name: _____ Dates of Employment: _____

Description of related service provided: _____

Company: _____ Contact: _____

Address: _____ Phone: _____

Project Name: _____ Dates of Employment: _____

Description of related service provided: _____

ATTACHMENT 6: APPLICATION SERVICE PROVIDER'S WORK TEAM'S EXPERIENCE

Page 3 of 3

WORK TEAM MEMBER NAMES: _____

A. REQUIRED EXPERIENCE

3. The Work Team must individually or collectively have a minimum of 36 months experience in supporting the proposed relational database product.

Company: _____ Contact: _____

Address: _____ Phone: _____

Project Name: _____ Dates of Employment: _____

Description of related service provided: _____

Company: _____ Contact: _____

Address: _____ Phone: _____

Project Name: _____ Dates of Employment: _____

Description of related service provided: _____

Company: _____ Contact: _____

Address: _____ Phone: _____

Project Name: _____ Dates of Employment: _____

Description of related service provided: _____

**ATTACHMENT 7
A CONTRACT BETWEEN
THE OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES
ON BEHALF OF
THE DEPARTMENT OF EDUCATION
AND**

THIS CONTRACT, which results from CSP #0A01055, entitled "EDU STATEWIDE STUDENT ID RFP", is between the state of Ohio, through the Department of Administrative Services, Computer Services Division, on behalf of the OHIO DEPARTMENT OF EDUCATION (the "State") and _____ (the "Contractor").

The 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 will also 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 this one page, 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 between the documents that make up the contract, the order of preference for the documents is as follows:

1. This RFP, CSP #0A01055 as amended;
2. The documents and materials incorporated by reference in the RFP;
3. The contractor's proposal, as amended; and
4. The documents and materials incorporated by reference in the contractor's proposal.

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

This contract has an effective date of the later of **July 15, 2001**, or the occurrence of all conditions precedent specified in the General Terms and Conditions.

IN WITNESS WHEREOF, the parties have executed this Contract as of the dates below.

CONTRACTOR

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
COMPUTER SERVICES DIVISION

By: _____
Title: _____
Date: _____

By: _____
Title: DAS Director
Date: _____

ATTACHMENT 8: SUBMITTAL LETTER/DELIVERABLES

This is a facsimile of the certification letter from the Contractor stating that the Deliverables required for the Department of Education's Statewide Student Identifier RFP are complete. This statement must also be signed by a representative of the State for whom the deliverables are being presented. This letter should be on the Contractor's Company letterhead stationery.

Date _____

Authorized State of Ohio Representative
Department of Education
Statewide Student Identifier System RFP
25 South Front Street
Columbus, OH. 43215

Dear (Authorized State of Ohio Representative):

We hereby certify that required deliverables required for the Statewide Student Identifier RFP have been successfully completed to the satisfaction of the Department of Education.

Sincerely,

Contractor Representative

Authorized State of Ohio Representative

Date

ATTACHMENT 9: ACCEPTANCE LETTER

This is a facsimile of the acceptance letter from the State acknowledging that deliverables for the Department of Education's Statewide Student Identifier System RFP have been accepted. This statement must accompany the Contractor's invoice.

Date_____

Contractor Project Manager
Statewide Student Identifier System RFP
Contractor Address

Dear (Project Manager):

We hereby accept the deliverables as meeting the requirements of the Contract for the Department of Education's Statewide Student Identifier System RFP issued by the Department of Administrative Services, Division of Computer and Information System Services.

Sincerely,

Authorized State of Ohio Representative

ATTACHMENT 10: STATUS REPORT PAGE 1 OF 2

ODE DIVISION OF INFORMATION MANAGEMENT SERVICES



Weekly Project Status Report

Project Name: _____ [ENTER HERE] _____ Project No.: _____ [ENTER
HERE] _____

Prepared by: _____ [ENTER HERE] _____ Date: _____ [ENTER
HERE] _____

Key Milestones Achieved / Deliverables Completed

-
-
-
-

Project Observations

- Items which contributed to lost time:
 - 1.
 - 2.
 - 3.
- Items which may contribute to lost time in the future:
 - 1.
 - 2.
 - 3.

Project Issues

<u>"Red" Status</u>	<u>"Yellow" Status</u>	<u>"Green" Status</u>
•	•	•
•	•	•
•	•	•

Other Activity This Week

Next Steps / Deliverables Planned for Next Week

-



Planned Time Off

Next Meeting Agenda Items

-
-
-

Follow Up Items

-
-
-

Comments

_____ Date _____
Preparer Signature

Except as noted below, this report accepted and agreed to by:

_____ Date _____
Project Sponsor Signature

ATTACHMENT 11: CHANGE ORDER FORM PAGE 1 OF 2

ODE DIVISION OF INFORMATION MANAGEMENT SERVICES



Change Request Form

Project Name: [ENTER HERE] Project No.: [ENTER HERE]

Submitted by: [ENTER HERE] Date: [ENTER HERE]

Description of Proposed Change

Related Change Requests

Change Assessment – Describe the impact of the proposed change on the following areas:

Investigated by: [NAME]

1. Deliverable
2. Work Effort
3. Impact to Schedule
4. Project Resource
5. Cross Functional/Related Projects
6. Scope

Overall Assessment/Recommendations (including action plans and/or corrective actions)

ATTACHMENT 11: CHANGE ORDER FORM PAGE 2 OF 2

ODE DIVISION OF INFORMATION MANAGEMENT SERVICES



Projected Change Request Status – select appropriate option(s)

Approved **Declined**

Delegated to project

_____ [ENTER HERE] _____

Project Sponsor Approval Requested Yes No (*no signature required*
if checked)

_____ Date _____
Project Sponsor Signature

Originator Approval Requested Yes No (*no signature required*
if checked)

_____ Date _____
Originator Signature

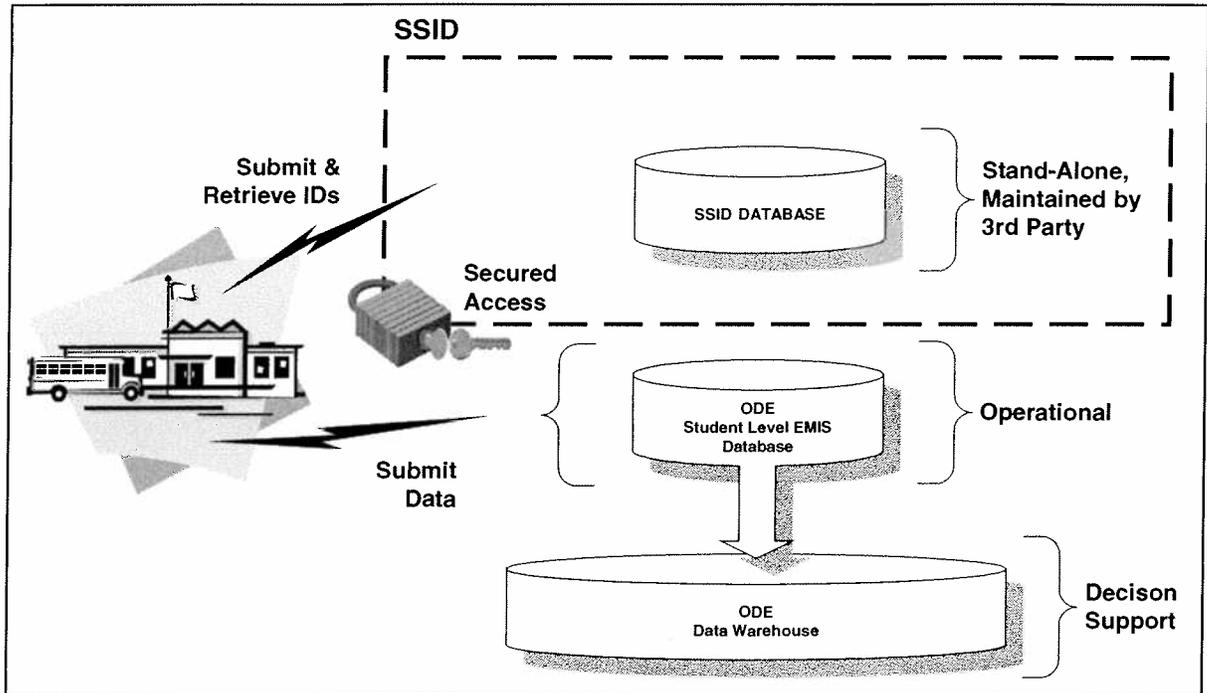
Project Manager Approval Requested Yes No (*no signature required*
if checked)

_____ Date _____
Project Manager Signature

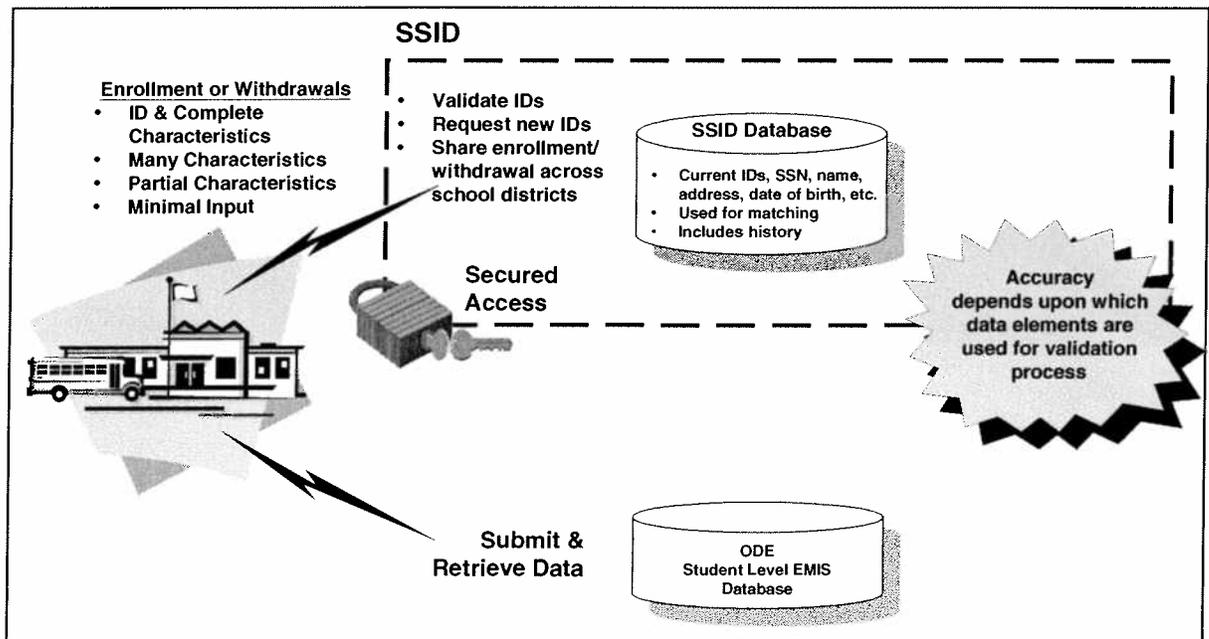
Department Approval Requested Yes No (*no signature required*
if checked)

_____ Date _____
Department Representative Signature

ATTACHMENT 13: FLOW DIAGRAMS
Fit of SSID Within EMIS Redesign:



Statewide Student Identifier Assignment:



**ATTACHMENT 14
CONTRACT PERFORMANCE**

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

Yes/No	Description
	Whether 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.
	Whether the offeror has been assessed any penalties in excess of five thousand dollars (\$5,000), 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.
	Whether 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.
	Whether trading in the stock of the company has ever been suspended with the date(s) and explanation(s).
	Whether 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.
	Whether 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 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 evaluation committee, such an answer and a review of the background details may result in a rejection of the offeror's proposal. The committee 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 15

SERVICE LEVEL AGREEMENT

Severity Level	Definition	Deadline for Formal Acknowledgement of the Problem by Contractor	Contractor Action	Escalation Process
1	Problems render product or system totally inoperable. No workaround exists or the available workaround is unacceptable due to its operational impact on the customer's business.	30 minutes	Immediately and continuously work to resolution or acceptable workaround.	Escalate to senior Vendor support person if not resolved in 12 hours. If the problem is not resolved within 24 hours it should be escalated to Vendor's senior support manager who will update the licensee's (ODE) designated contact person twice a day until the problem is resolved. If not resolved in 48 hours, it should be escalated to the highest level of management in Vendor's organization and the CIO of the Department of Education.
2	Problems severely restrict operation or result in lack of key product functionality. A workaround exists for the problem.	4 hours	Immediately and continuously work to resolution or acceptable workaround.	Escalate to senior Vendor support person if not resolved in 24 hours. If the problem is not resolved within 48 hours it should be escalated to Vendor's senior support manager who will update the licensee's (ODE) designated contact person twice a day until the problem is resolved. If not resolved in 72 hours, it should be escalated to the highest level of management in Vendor's organization and the CIO of the Department of Education.
3	Problems have a minor impact on operations, but some functionality is not available.	24 hours	Workaround provided within 2 weeks with fix provided in next release.	If workaround isn't provided within two weeks the problem should be escalated to Vendor's senior support manager and the licensee's designated contact person. If workaround is not provided in three weeks it should be escalated to the highest level of management in Vendor's organization and the CIO of the Department of Education.
4	Problems are enhancements or	48 hours	Question answered or	

Severity Level	Definition	Deadline for Formal Acknowledgement of the Problem by Contractor	Contractor Action	Escalation Process
	usage questions voiced by a majority of users.		enhancement considered for next release.	
5	Problems are enhancements or usage questions voiced by a minority of users.	72 hours	Question answered or enhancement considered for a future release.	

SUPPLEMENTAL INFORMATION HEADER

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

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

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

Supplement 1

W-9 Form

Request for Taxpayer Identification Number and Certification

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

Please print or type

Name (See **Specific Instructions** on page 2.)

Business name, if different from above. (See **Specific Instructions** on page 2.)

Check appropriate box: Individual/Sole proprietor Corporation Partnership Other ▶

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

Part I Taxpayer Identification Number (TIN)

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

Social security number								

or

Employer identification number								

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

List account number(s) here (optional)

Part II For U.S. Payees Exempt From Backup Withholding (See the instructions on page 2.)

Part III Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign Here

Signature of U.S. person ▶

Date ▶

Purpose of Form

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

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

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

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

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

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

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

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

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

Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate **Instructions for the Requester of Form W-9.**

Penalties

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

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

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

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

Specific Instructions

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

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

Sole proprietor. Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

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

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

Part I—Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box.

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

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

If you are an LLC that is **disregarded as an entity** separate from its owner (see **Limited liability company (LLC)** above), and are owned by an individual, enter your SSN (or "pre-LLC" EIN, if desired). If the owner of a disregarded LLC is a corporation, partnership, etc., enter the owner's EIN.

Note: See the chart on this page for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office. Get **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS's Internet Web Site at www.irs.gov.

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

such payments until you provide your TIN to the requester.

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

Part II—For U.S. Payees Exempt From Backup Withholding

Individuals (including sole proprietors) are **not** exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the separate Instructions for the Requester of Form W-9.

If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding. Enter your correct TIN in Part I, write "Exempt" in Part II, and sign and date the form.

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

Part III—Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required).

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

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

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

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

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified state tuition program payments, IRA or MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to

report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 31% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN or:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship	The owner ³
For this type of account:	Give name and EIN or:
6. Sole proprietorship	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

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

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

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



SUPPLEMENT 2 (six pages)

Section 3301.0714

General Assembly: 123.

Bill Number: Amended Sub. House Bill 282

Effective Date: 09/28/99

(A) The state board of education shall adopt rules for a statewide education management information system. The rules shall require the state board to establish guidelines for the establishment and maintenance of the system in accordance with this section and the rules adopted under this section. The guidelines shall include:

- (1) Standards identifying and defining the types of data in the system in accordance with divisions (B) and (C) of this section;
- (2) Procedures for annually collecting and reporting the data to the state board in accordance with division (D) of this section;
- (3) Procedures for annually compiling the data in accordance with division (G) of this section;
- (4) Procedures for annually reporting the data to the public in accordance with division (H) of this section.

(B) The guidelines adopted under this section shall require the data maintained in the education management information system to include at least the following:

(1) Student participation and performance data, for each grade in each school district as a whole and for each grade in each school building in each school district, that includes:

(a) The numbers of students receiving each category of instructional service offered by the school district, such as regular education instruction, vocational education instruction, specialized instruction programs or enrichment instruction that is part of the educational curriculum, instruction for gifted students, instruction for handicapped students, and remedial instruction. The guidelines shall require instructional services under this division to be divided into discrete categories if an instructional service is limited to a specific subject, a specific type of student, or both, such as regular instructional services in mathematics, remedial reading instructional services, instructional services specifically for students gifted in mathematics or some other subject area, or instructional services for students with a specific type of handicap. The categories of instructional services required by the guidelines under this division shall be the same as the categories of instructional services used in determining cost units pursuant to division (C)(3) of this section.

(b) The numbers of students receiving support or extracurricular services for each of the support services or extracurricular programs offered by the school district, such as counseling services, health services, and extracurricular sports and fine arts programs. The categories of services required by the guidelines under this division shall be the same as the categories of services used in determining cost units pursuant to division (C)(4)(a) of this section.

(c) Average student grades in each subject in grades nine through twelve;

(d) Academic achievement levels in grades one through eight as assessed by the locally developed competency programs required by division (D) of section 3301.07 of the Revised Code;

- (e) Academic achievement levels as assessed by the testing of student proficiency under sections 3301.0710 and 3301.0711 of the Revised Code;
 - (f) The number of students designated as having a handicapping condition pursuant to division (C)(1) of section 3301.0711 of the Revised Code;
 - (g) The numbers of students reported to the state board pursuant to division (C)(2) of section 3301.0711 of the Revised Code;
 - (h) Attendance rates and the average daily attendance for the year;
 - (i) Expulsion rates;
 - (j) Suspension rates;
 - (k) The percentage of students receiving corporal punishment;
 - (l) Dropout rates;
 - (m) Rates of retention in grade;
 - (n) For pupils in grades nine through twelve, the average number of carnegie units, as calculated in accordance with state board of education rules;
 - (o) Graduation rates, to be calculated in a manner specified by the department of education that reflects the rate at which students who were in the ninth grade three years prior to the current year complete school and that is consistent with nationally accepted reporting requirements.
- (2) Personnel and classroom enrollment data for each school district, including:
- (a) The total numbers of licensed employees and nonlicensed employees and the numbers of full-time equivalent licensed employees and nonlicensed employees providing each category of instructional service, instructional support service, and administrative support service used pursuant to division (C)(3) of this section. The guidelines adopted under this section shall require these categories of data to be maintained for the school district as a whole and, wherever applicable, for each grade in the school district as a whole, for each school building as a whole, and for each grade in each school building.
 - (b) The total number of employees and the number of full-time equivalent employees providing each category of service used pursuant to divisions (C)(4)(a) and (b) of this section, and the total numbers of licensed employees and nonlicensed employees and the numbers of full-time equivalent licensed employees and nonlicensed employees providing each category used pursuant to division (C)(4)(c) of this section. The guidelines adopted under this section shall require these categories of data to be maintained for the school district as a whole and, wherever applicable, for each grade in the school district as a whole, for each school building as a whole, and for each grade in each school building.
 - (c) The total number of regular classroom teachers teaching classes of regular education and the average number of pupils enrolled in each such class, in each of grades kindergarten through five in the district as a whole and in each school building in the school district.

(3)(a) Student demographic data for each school district, including information regarding the gender ratio of the school district's pupils, the racial make-up of the school district's pupils, and an appropriate measure of the number of the school district's pupils who reside in economically disadvantaged households. The demographic data shall be collected in a manner to allow correlation with data collected under division (B)(1) of this section. Categories for data collected pursuant to division (B)(3) of this section shall conform, where appropriate, to standard practices of agencies of the federal government.

(b) With respect to each student entering kindergarten, whether the student previously participated in a public preschool program, a private preschool program, or a head start program, and the number of years the student participated in each of these programs.

(C) The education management information system shall include cost accounting data for each district as a whole and for each school building in each school district. The guidelines adopted under this section shall require the cost data for each school district to be maintained in a system of mutually exclusive cost units and shall require all of the costs of each school district to be divided among the cost units. The guidelines shall require the system of mutually exclusive cost units to include at least the following:

(1) Administrative costs for the school district as a whole. The guidelines shall require the cost units under this division (C)(1) to be designed so that each of them may be compiled and reported in terms of average expenditure per pupil in formula *ADM* in the school district, as determined pursuant to section 3317.03 of the Revised Code.

(2) Administrative costs for each school building in the school district. The guidelines shall require the cost units under this division (C)(2) to be designed so that each of them may be compiled and reported in terms of average expenditure per full-time equivalent pupil receiving instructional or support services in each building.

(3) Instructional services costs for each category of instructional service provided directly to students and required by guidelines adopted pursuant to division (B)(1)(a) of this section. The guidelines shall require the cost units under division (C)(3) of this section to be designed so that each of them may be compiled and reported in terms of average expenditure per pupil receiving the service in the school district as a whole and average expenditure per pupil receiving the service in each building in the school district and in terms of a total cost for each category of service and, as a breakdown of the total cost, a cost for each of the following components:

(a) The cost of each instructional services category required by guidelines adopted under division (B)(1)(a) of this section that is provided directly to students by a classroom teacher;

(b) The cost of the instructional support services, such as services provided by a speech-language pathologist, classroom aide, multimedia aide, or librarian, provided directly to students in conjunction with each instructional services category;

(c) The cost of the administrative support services related to each instructional services category, such as the cost of personnel that develop the curriculum for the instructional services category and the cost of personnel supervising or coordinating the delivery of the instructional services category.

(4) Support or extracurricular services costs for each category of service directly provided to students and required by guidelines adopted pursuant to division (B)(1)(b) of this section. The guidelines shall require the cost units under division (C)(4) of this section to be designed so that each of them may be compiled and reported in terms of average expenditure per pupil receiving the service in the school district as a

whole and average expenditure per pupil receiving the service in each building in the school district and in terms of a total cost for each category of service and, as a breakdown of the total cost, a cost for each of the following components:

- (a) The cost of each support or extracurricular services category required by guidelines adopted under division (B)(1)(b) of this section that is provided directly to students by a licensed employee, such as services provided by a guidance counselor or any services provided by a licensed employee under a supplemental contract;
- (b) The cost of each such services category provided directly to students by a nonlicensed employee, such as janitorial services, cafeteria services, or services of a sports trainer;
- (c) The cost of the administrative services related to each services category in division (C)(4)(a) or (b) of this section, such as the cost of any licensed or nonlicensed employees that develop, supervise, coordinate, or otherwise are involved in administering or aiding the delivery of each services category.

(D)(1) The guidelines adopted under this section shall require school districts to collect information about individual students, staff members, or both in connection with any data required by division (B) or (C) of this section or other reporting requirements established in the Revised Code. The guidelines may also require school districts to report information about individual staff members in connection with any data required by division (B) or (C) of this section or other reporting requirements established in the Revised Code. The guidelines may authorize school districts to request social security numbers of individual students so that school districts and the data acquisition sites operated under section 3301.075 of the Revised Code can assure accuracy and avoid errors in collecting the data. However, the guidelines shall prohibit the reporting under this section of any personally identifiable information about any student, including a student's social security number, name, or address, to the state board of education or the department of education or to any other person unless such person is employed by the school district or the data acquisition site and is authorized by the district or acquisition site to have access to such information. The guidelines may require school districts to provide the social security numbers of individual staff members.

(2) The guidelines shall provide for each school district or community school to assign a data verification code to each student whose initial Ohio enrollment is in that district or school and to report all required individual student data for that student utilizing such code. The guidelines shall also provide for assigning data verification codes to all students enrolled in districts or community schools on the effective date of the guidelines established under this section.

Individual student data shall be reported to the department through the data acquisition sites utilizing the code but at no time shall anyone other than an employee of the school district or community school in which the student is enrolled have access to information that would enable any data verification code to be matched to personally identifiable student data.

Each school district shall ensure that the data verification code is included in the student's records reported to any subsequent school district or community school in which the student enrolls and shall remove all references to the code in any records retained in the district or school that pertain to any student no longer enrolled. Any such subsequent district or school shall utilize the same identifier in its reporting of data under this section.

(E) The guidelines adopted under this section may require school districts to collect and report data, information, or reports other than that described in divisions (A), (B), and (C) of this section for the

purpose of complying with other reporting requirements established in the Revised Code. The other data, information, or reports may be maintained in the education management information system but are not required to be compiled as part of the profile formats required under division (G) of this section or the annual statewide report required under division (H) of this section.

(F) Beginning with the school year that begins July 1, 1991, the board of education of each school district shall annually collect and report to the state board, in accordance with the guidelines established by the board, the data required pursuant to this section. A school district may collect and report these data notwithstanding section 2151.358 or 3319.321 of the Revised Code.

(G) The state board shall, in accordance with the procedures it adopts, annually compile the data reported by each school district pursuant to division (D) of this section. The state board shall design formats for profiling each school district as a whole and each school building within each district and shall compile the data in accordance with these formats. These profile formats shall:

(1) Include all of the data gathered under this section in a manner that facilitates comparison among school districts and among school buildings within each school district;

(2) Present the data on academic achievement levels as assessed by the testing of student proficiency maintained pursuant to division (B)(1)(e) of this section so that the academic achievement levels of students who are excused from taking any such test pursuant to division (C)(1) of section 3301.0711 of the Revised Code are distinguished from the academic achievement levels of students who are not so excused.

(H)(1) The state board shall, in accordance with the procedures it adopts, annually prepare a statewide report for all school districts and the general public that includes the profile of each of the school districts developed pursuant to division (G) of this section. Copies of the report shall be sent to each school district.

(2) The state board shall, in accordance with the procedures it adopts, annually prepare an individual report for each school district and the general public that includes the profiles of each of the school buildings in that school district developed pursuant to division (G) of this section. Copies of the report shall be sent to the superintendent of the district and to each member of the district board of education.

(3) Copies of the reports received from the state board under divisions (H)(1) and (2) of this section shall be made available to the general public at each school district's offices. Each district board of education shall make copies of each report available to any person upon request and payment of a reasonable fee for the cost of reproducing the report. The board shall annually publish in a newspaper of general circulation in the school district, at least twice during the two weeks prior to the week in which the reports will first be available, a notice containing the address where the reports are available and the date on which the reports will be available.

(I) Any data that is collected or maintained pursuant to this section and that identifies an individual pupil is not a public record for the purposes of section 149.43 of the Revised Code.

(J) As used in this section:

(1) "School district" means any city, local, exempted village, or joint vocational school district.

(2) "Cost" means any expenditure for operating expenses made by a school district excluding any expenditures for debt retirement except for payments made to any commercial lending institution for any loan approved pursuant to section 3313.483 of the Revised Code.

(K) Any person who removes data from the information system established under this section for the purpose of releasing it to any person not entitled under law to have access to such information is subject to section 2913.42 of the Revised Code prohibiting tampering with data.

(L) Any time the department of education determines that a school district has taken any of the actions described under division (L)(1), (2), or (3) of this section, it shall make a report of the actions of the district, send a copy of the report to the superintendent of such school district, and maintain a copy of the report in its files:

- (1) The school district fails to meet any deadline established pursuant to this section for the reporting of any data to the education management information system;
- (2) The school district fails to meet any deadline established pursuant to this section for the correction of any data reported to the education management information system;
- (3) The school district reports data to the education management information system in a condition, as determined by the department, that indicates that the district did not make a good faith effort in reporting the data to the system.

Any report made under this division shall include recommendations for corrective action by the school district.

Upon making a report for the first time in a fiscal year, the department shall withhold ten per cent of the total amount due during that fiscal year under Chapter 3317. of the Revised Code to the school district to which the report applies. Upon making a second report in a fiscal year, the department shall withhold an additional twenty per cent of such total amount due during that fiscal year to the school district to which the report applies. The department shall not release such funds unless it determines that the district has taken corrective action. However, no such release of funds shall occur if the district fails to take corrective action within ninety days of the date upon which the report was made by the department.

(M) The department of education, after consultation with the Ohio education computer network, may provide at no cost to school districts uniform computer software for use in reporting data to the education management information system, provided that no school district shall be required to utilize such software to report data to the education management information system if such district is so reporting data in an accurate, complete, and timely manner in a format compatible with that required by the education management information system.

(N) The state board of education, in accordance with sections 3319.31 and 3319.311 of the Revised Code, may suspend or revoke a license as defined under division (A) of section 3319.31 of the Revised Code that has been issued to any school district employee found to have willfully reported erroneous, inaccurate, or incomplete data to the education management information system.

(O) No person shall release or maintain any information about any student in violation of this section. Whoever violates this division is guilty of a misdemeanor of the fourth degree.

Session Law from the 122nd from the General Assembly of the State of Ohio that references this section (this information may or may not be already included within this Revised Code section):

SUPPLEMENT 3: PRIORITIZED REQUIREMENTS-

1 Introduction

This attachment describes the technical requirements for the SSID solution. All requirements are prioritized as either Critical, Core or Enhanced. A description of each priority follows with how each will be treated in the evaluation process.

The requirements are presented in table format with the following columns:

ID - Unique identifier for each heading and statement. Use this ID for absolute identification of any statement made in Sections 2 and 3 of Supplement 3.

RFP Requirements - This column contains either an outline heading, informational paragraphs, or a requirement that must be responded to. When not using the ID to refer to a specific statement, the outline number in front of headings is helpful to cue ODE to the area under discussion. (See the **Rqmt?** column for an explanation of how requirements are differentiated from informational text and headings.)

Links To... - This column is used to list any requirements the current requirement has been linked to.

Links From... - This column is used to list any requirements that point to this requirement.

Note: Both link columns are intended to help the vendor in understanding the requirements by showing related sets of requirements.

Rqmt? - This column contains a boolean value that indicates whether the table entry is a requirement or not. Statements designated "**False**" in the **Rqmt?** column are for informational or organizational purposes and as such require no response from the vendor. Statements designated "**True**" in the **Rqmt?** column ARE requirements and must be addressed (responded to) by the vendor.

Critical Rating - This column designates the priority of each entry. Valid entries for this column are: Critical, Core, Enhanced, and N/A. (See the section below on **Prioritization** for further explanation of each prioritization level.)

Proposal Paragraph - This column is **filled in by the vendor** and points to the paragraph number that addresses the requirement. The vendor must fill in this column for ALL requirements to show where in the proposal a particular requirement is satisfied.

W - [Weight] This column contains a numerical value that reflects the weighting factor assigned by ODE to this particular requirement. (See the section below on **Weighting Factors** for further explanation.)

R/L - [Response/Level] This column will be used by the ODE evaluation team to record an evaluation number that best reflects the reviewer's judgment of how well the vendor satisfied the requirement.

Total - This column will be used to ODE to calculate the total points awarded to the vendor for meeting this requirement. **Total = Weight x R/L** value.

1.1 Prioritization

1.1.1 Critical Requirements

Any requirement designated as critical **MUST** be satisfied by the respondent. These requirements are considered mission critical and cannot be waived. Non addressed critical requirements will be cause for dismissal of a proposed solution.

Critical requirements are designated by the text "**Critical**" in the **Critical Rating** column.

1.1.2 Core Requirements

The bulk of requirements included in this section are considered "core", or essential to the success of the SSID system. An effort was made to exclude "nice-to-have" functionality from this set of requirements. Core requirements are important but not exclusionary; every core requirement **MUST** have a response, but an unsatisfactory response will result in lost points, but does **NOT** exclude a proposal. Offerors must meet at least 75% of these requirements.

Core requirements are designated by the text "**Core**" in the **Critical Rating** column.

1.1.3 Enhanced Requirements

"Nice-to-have", desirable requirements are designated as "Enhanced" requirements. These requirements improve the abilities of the delivered system but are not considered key to the overall success of the system.

Enhanced requirements are designated by the text "**Enhanced**" in the **Critical Rating** column.

1.2 Weighting Factors

In the response evaluation, requirements are weighted as follows:

Critical Requirements = Weight factor of 4; requirements are judged as satisfied or NOT satisfied. Any unsatisfied requirement (response level of zero) excludes a proposal.

Core Requirements = Weight factor of 3, multiplied by a number (supplied by the proposal reviewer) that subjectively represents how well the requirement was addressed.

Enhanced Requirements = Weight factor of 2, multiplied by a number (supplied by the proposal reviewer) that subjectively represents how well the requirement was addressed.

1.3 Response/Level

For each requirement, the reviewer will assess a response/level to indicate to what degree the requirement has been satisfied. The levels are:

RL=(Response/Level). Measured on a scale of 0-6, where 0 is "requirement doesn't meet";
3 is "requirement meets";
5 is "requirement exceeds"; and,
6 is "requirement greatly exceeds."

1.4 Requirements Organization

The RFP requirements are organized into two areas: developing the solution and supporting the solution in a production environment. It was envisioned that either a single *Application Service Provider* (ASP) vendor OR a primary *Solution Provider* partnering with an ASP would respond to this RFP.

Accordingly, the requirements are divided into a section for the *Solution Provider* (Section #2) and a section for the *Application Service Provider* (Section #3).

Note: The term *Solution Provider* refers to the vendor responding to the development requirements set forth in Section 2. The term *Application Service Provider* refers to the vendor responding to the support level requirements that must be met for the operational system (after production turnover by the *Solution Provider*) set forth in Section 3.

Important Note: Don't forget to check any constraints and assumptions sections that provide important information about the SSID environment.

1.5 Terms, Acronyms, and Abbreviations

This section defines any terms, acronyms, and abbreviations used in the context of the SSID project. Terms (not acronyms or abbreviations) are typically italicized when used in this document to cue the viewer that the word combination has a meaning that is further defined in this section.

Terms - Definitions

A-Sites - (See DDAS)

Application Service Provider - (See ASP)

ASP - Application Service Provider. Vendor responding to the operational support requirements set forth in Section 3.

DDAS - Designated Data Acquisition Site. There are 23 such entities in Ohio. These entities are Councils of Government that serve as data centers to assist Ohio's school districts. One of their responsibilities is assisting districts with EMIS reporting.

EDU – Ohio Department of Education

EMIS - Education Management Information System

ESC - Educational Service Center

Identifying Student Attributes - The smallest set of private student attributes that allows a unique student identifier to be generated.

IMS - Information Management Services. Division within the EDU that handles data collection, management, and reporting activities associated with Ohio schools.

IRN - 6-digit number (treated as character), that uniquely identifies Ohio school buildings and districts.

JVSD - Joint Vocational School District

SID - Student identifier. Unique identifier assigned to each student.

Solution Provider - Vendor responding to the development requirements set forth in Section 2.

SSID - Statewide Student Identifier. Solution that provides a unique SID for each student.

SUPPLEMENTAL INFORMATION TRAILER

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

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