

REQUEST FOR PROPOSALS

RFP NUMBER: 0A1013
DATE ISSUED: February 5, 2007

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

Integrated Decision Support Project

INQUIRY PERIOD BEGINS: February 5, 2007
INQUIRY PERIOD ENDS: February 28, 2007
OPENING DATE: March 8, 2007
OPENING TIME: 11:00 A.M.
OPENING LOCATION: Office of Information Technology
Contract Management Bid Room
30 East Broad Street, 40th Floor
Columbus, Ohio 43215

PRE-PROPOSAL CONFERENCE DATE: February 16, 2007

This RFP consists of five parts and nine attachments, totaling 68 consecutively numbered pages. Supplements also are attached to this RFP with a beginning header page and an ending trailer page. Please verify that you have a complete copy.



PART ONE: EXECUTIVE SUMMARY

Purpose. This is a Request for Competitive Sealed Proposals (“RFP”) under Sections 125.071 and 125.18 of the Ohio Revised Code (the “Revised Code”) and Section 123:5-1-8 of the Ohio Administrative Code (the “Administrative Code”). The Department of Administrative Services and Benefits Administration Services has asked the Office of Information Technology to solicit competitive sealed proposals (“Proposals”) for a Commercial Off-The-Shelf software solution to increase Benefit Administrative Services’ decision support abilities for analytical and policy analysis of its healthcare and benefits programs via the Integrated Decision Support Project (the “Work”), and this RFP is the result of that request.

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

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

Once awarded, the term of the Contract will be from the award date until the Work is completed to the satisfaction of the State and the Contractor is paid or June 30, 2007, whichever is sooner. The State may renew this Contract for up to four additional one-year term(s), subject to and contingent on the discretionary decision of the Ohio General Assembly to appropriate funds for this Contract in each new biennium. Any such renewal of all or part of the Contract also is subject to the satisfactory performance of the Contractor and the needs of the Department of Administrative Services.

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

Background. Employees of the State of Ohio are a geographically diverse workforce of over 62,000 located in approximately 230 work locations throughout Ohio. Each work location has an individual(s) whose primary or secondary task is administration of health care benefits for agency personnel.

The State, in cooperation with its employee unions, has met the challenge of managing rising costs of health care while maintaining quality employee benefit programs. The Joint Health Care Committee (JHCC), a labor-management committee, monitors the State employee health benefit plans, conducts on-going employee education and information programs, and evaluates quality improvement and cost effectiveness. The Joint Health Care Committee Communication Subcommittee makes recommendations regarding open enrollment, reviews health-related communication materials sent to employees, explores the use of print and non-print methods of communication, and assists the State in the implementation of the employee education and communication program.

Currently, the State provides health benefits to approximately 53,000 employees and their families, or approximately 130,000 individuals. Ohio Med, offered in all 88 Ohio counties, enrolls nearly 33,000 employees in the statewide Ohio Med self-insured preferred provider organization (PPO), currently administered by Medical Mutual of Ohio (MMO). Disease management programs and pharmacy coverage are carved-out of Ohio Med and provided by Matria Healthcare and Medco, respectively. United Healthcare and Aetna are two self-insured health maintenance organizations offered in many counties across the state and have enrollment of approximately 8,300 and 9,700 employees, respectively. Fewer than 3,000 employees are enrolled in one of three regional insured health maintenance organizations (which will not be providing data feeds). In addition to the statewide preferred provider organization, up to two health maintenance organizations may be offered in any county. Mental Health and Substance Abuse services are carved out of all plans and provided by United Behavioral Health.

The State additionally provides dental, vision and life insurance benefits to employees. For 17,000 non-bargaining unit (referred to as "exempt") employees, these benefits are administered by the Department of Administrative Services (DAS) Benefits Administration Service (BAS) office and provided by Delta Dental, Vision Service Plan, and Cole Managed Vision. For 36,000 union employees, the Union Benefits Trust independently administers dental, vision and life insurance. Long Term Care through Aetna is an optional, voluntary program available to all State employees. A Health Care Spending Account (HCSA – a Section 125 plan) became effective January 1, 2005 and is a calendar year benefit, whereas health benefits are administered on a fiscal year basis, July to June. Benefits Administration Services also administers disability, workers' compensation, and COBRA benefits as well as the Dependent Care Spending Account (DCSA) and childcare voucher programs.

In October 2006, the State began transitioning to the Ohio Administrative Knowledge System (OAKS) which uses PeopleSoft software. This system will include an employee self-service model for employee benefits enrollment.

The State also administers a Disability Leave Program (DLP) to approximately 55,000 eligible employees, with an average of 5,500 new claims each year. The Disability Leave Program has a fourteen-day waiting period, has a one-year lifetime maximum benefit and is internally funded and administered. In fiscal year 2006, the Disability Leave Fund paid nearly \$39 million in benefits and had a balance of \$17.5 million. The program currently uses a legacy system that will be replaced in the near future (late summer of 2007) and only captures a limited amount of data.

Ohio workers' compensation is a state-run system. All employers are required to enroll in the system, although some large employers are permitted to self-fund. State agencies have a unique funding method for workers' compensation. Before the beginning of each fiscal year, the Bureau of Workers' Compensation develops new rates for all state agencies. State agencies pay dollar-for-dollar for all claims costs attributed to them. Premiums are generated based on five years of actual claim cost history. The goal is to generate premium collections equal to the losses expected for the upcoming fiscal year. A computation is built into the rate formula to adjust current rates for an overage/shortage of premium paid compared to losses in prior years. In addition, all employers pay administrative cost assessments. The premium and assessments are combined to form a "blended" rate that the Department of Administrative Services Payroll charges to the agencies. Each pay period, those agencies collect and remit this charge to the Bureau of Workers' Compensation.

State agencies generate approximately 3,500 new claims each year and have about 40,000 statutorily open claims. Claims are administered by a third party administrator (TPA). Case management is done by two managed care organizations (MCOs) chosen by the employer, but contracted through the Bureau of Workers' Compensation. Managed Care Organizations are compensated by the Bureau of Workers' Compensation using a portion of employer's premium. The Managed Care Organizations can earn up to 8% of the base premium. Agencies whose workers' compensation claims are administered by Department of Administrative Services paid approximately \$51.5 million in base premiums in Fiscal Year 2006, resulting in a combined earning potential of \$4 million for the Managed Care Organizations providing services to the agencies represented by Department of Administrative Services. By the end of Fiscal Year 2007, the combined earning potential is expected to be close to \$5 million.

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

- Implementation of a system that converts and standardizes claims data and integrates it with State employer enrollment and eligibility information;
- Implementation of a system that is hosted in entirety by the selected Contractor in a manner that does not require the Department of Administrative Services to support the:
 - Database operations,
 - Network infrastructure, and
 - Decision Support software.
- Provide access via a Web enabled application through common Web browser technologies;

- Provide data integrity, a secure environment and access to State employee medical benefits information per State identified guidelines and policies (Meet or exceed all Federal, State regulations pertaining to the secure handling of personal medical information);
- Transparently integrate with healthcare information data sources in a manner that is seamless to the end user;
- Implement a system that provides easy access for Online Analytical Processing and data mining of personal medical information, to facilitate trend analysis and business intelligence;
- Implement a system that combines the use of standard and ad hoc reporting; and
- Provide graphical rendering of data (e.g., graphs, charts) to aid in decision support.

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

The primary goal of Benefits Administration Services is to expand its decision support environment with a Commercial Off-The-Shelf software solution and services designed to create quality measurements; surveillance and utilization statistics; and provider and consumer profile reports.

The Integrated Decision Support RFP is being issued on behalf of Benefits Administration Services to select a qualified offeror who can provide a vendor-hosted decision support system for healthcare, pharmacy, disease management, behavioral health, disability and workers' compensation. The State requires that offerors describe their proposed solution, ability, experience, and proven effectiveness in providing these services. Offerors' Proposals will be used to assess the availability of the required services and the relative capabilities of the offerors and their proposed solutions.

The offeror must provide a solution where the services and required functionality are delivered in such a manner that the State has no responsibility for the administration of the database environment, the decision support software environment, the technical infrastructure and associated processes and procedures. The database and solution functionality proposed must be accessible through the web and must be secure.

The Contractor must provide the following products and services to the State through the life of the Contract:

1. Project Management;
2. Hosted Integrated Decision Support solution, including the required hardware and software tools to meet the functional, technical and security requirements identified in this RFP and supplements;
3. Provide State staff with web-enabled access to application solution functionality and analytical analysis and reporting tools;
4. Provide requirements affirmation, design and customization services as proposed to meet the Integrated Decision Support solution requirements identified in this RFP and supplements;
5. Provide conversion, import and validation services for existing Benefits Administrative Services health care and benefit data into the proposed solution;
6. Interact, communicate and manage relationships with State providers to acquire and cleanse health care and benefit data for import into the proposed database solution;
7. Provide database administration services, structure, data quality analysis and data decision tools;
8. Provide analytical reporting and analysis functionality through a suite of standard reports, ad hoc reporting or other proposed software tools;
9. User training and documentation;
10. Subject to federal and State laws regarding data confidentiality, provide any and all extracts of the database, including all fields, at the direction of the State;
11. Cooperate with the State's consultants and coalitions the State may join, and provide access to data and extracts at the direction of the State;
12. Provide system functionality testing and assistance with user acceptance testing;

13. Provide operational and administrative support for the Integrated Decision Support solution, including backup of State data and business continuity; and
14. Provide production implementation services for the Integrated Decision Support solution software maintenance, and upgrades, including ongoing technical support and assistance.

Mandatory Requirement Overview. The offeror must show evidence of meeting the following mandatory requirements for this RFP:

- Offeror must demonstrate at minimum five years of experience in converting and standardizing claims data and integrating it with employer enrollment/eligibility data in order to provide accessible management information;
- The offeror must clearly demonstrate that it currently is providing the proposed software solution or similar solution to at least five employers that have more than 10,000 employees; and
- The offeror must clearly demonstrate that it currently has at least one million covered lives total in its full book of business providing health care decision support services to employer organizations.

Calendar of Events. The schedule for the RFP process and the Work is given below. The State may change this schedule at anytime. If the State changes the schedule before the Proposal due date, it will do so through an announcement on the State Procurement Website's question and answer area for this RFP. The Website announcement will be followed by an amendment to this RFP, also available through the State's Procurement Website. After the Proposal due date and before the award of the Contract, the State will make schedule changes through the RFP amendment process. Additionally, the State will make changes in the Work schedule after the Contract award through the change order provisions in the General Terms and Conditions Attachment to this RFP. It is each prospective offeror's responsibility to check the Website question and answer area for this RFP for current information regarding this RFP and its Calendar of Events through award of the Contract.

Dates:

Firm Dates

RFP Issued:	February 5, 2007
Inquiry Period Begins:	February 5, 2007
Pre-Proposal Conference Date:	February 16, 2007, at 10:00 A.M.
Inquiry Period Ends:	February 28, 2007, at 8:00 a.m.
Proposal Due Date:	March 8, 2007, at 11:00 a.m.

Estimated Dates

Award Date:	May 2007
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There are references in this RFP to the Proposal due date. Unless it is clearly provided to the contrary in this RFP, that any such reference means the date and time (Columbus, Ohio local time) that the Proposals are due and not just the date.

PART TWO: STRUCTURE OF THIS RFP

Organization. This RFP is organized into five parts and has nine attachments. The parts and attachments are listed below. There also may be one or more supplements to this RFP listed below.

Parts:

- Part 1 Executive Summary
- Part 2 Structure of this RFP
- Part 3 General Instructions

Part 4 Evaluation of Proposals
Part 5 Award of the Contract

Attachments:

Attachment One	Evaluation Criteria
Attachment Two	Work Requirements and Special Provisions
Attachment Three	Requirements for Proposals
Attachment Four	General Terms and Conditions
Attachment Five	Sample Contract
Attachment Six	Contractor Performance Form
Attachment Seven	Offeror Profile Summary
Attachment Eight	Personnel Profile Summary
Attachment Nine	Cost Summary

Supplements:

Supplement One	W-9 Form
Supplement Two	Integrated Decision Support Requirements

PART THREE: GENERAL INSTRUCTIONS

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

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

Procurement Representative:

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

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

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

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

- Representative's email address;
- Type the inquiry in the space provided including:
 - A reference to the relevant part of this RFP,
 - The heading for the provision under question, and
 - The page number of the RFP where the provision can be found; and
- Click the "Submit" button.

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

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

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

Pre-Proposal Conference. The State will hold a Pre-Proposal Conference on Friday, February 16, 2007, at 10:00 a.m., in the Lobby Hearing Room, of the Rhodes State Office Tower, first floor, 30 East Broad Street, Columbus, Ohio 43215. The purpose of this conference is to discuss the RFP and the Work with prospective offerors and to allow them to ask questions arising from their initial review of this RFP.

Attendance at the Pre-Proposal Conference is not a prerequisite to submitting a Proposal.

Amendments to the RFP. If the State revises this RFP before the Proposals are due, it will announce any amendments on the State Procurement Website.

Offerors may view amendments by using the "Find It Fast" function of the State's Procurement Webpage (described in the Inquiries Section above) and then clicking on the amendment number to display the amendment.

When an amendment to this RFP is necessary, the State may extend the Proposal due date through an announcement on the State Procurement Website. The State may issue amendment announcements anytime before 5:00 p.m. on the day before Proposals are due, and it is each prospective offeror's responsibility to check for announcements and other current information regarding this RFP.

After the Proposal due date, the State will distribute amendments only to those offerors whose Proposals are under active consideration. When the State amends the RFP after the Proposals due date, the State will permit offerors to withdraw their Proposals within five business days after the amendment is issued. This withdrawal option will allow any offeror to remove its Proposal from active consideration should the offeror feel that the amendment changes the nature of the transaction so much that the offeror's Proposal is no longer in its interests. Alternatively, the State may allow offerors that have Proposals under active consideration to modify their Proposals in response to the amendment.

If the State allows offerors to modify their Proposals in response to an amendment, the State may limit the nature and scope of the modifications. Unless otherwise provided in the State's notice, offerors must make any modifications or withdrawals in writing and submit them to the State within five business days after the amendment is issued at the address and in the same manner required for the submission of the original Proposals. If this RFP provides for a negotiation phase, this submission procedure will not apply to changes negotiated during that phase. The State may reject any modification that is broader in scope than the State has authorized in the announcement of the amendment and treat it as a withdrawal of the offeror's Proposal.

Proposal Submittal. Each offeror must submit a technical section and a cost section as part of its total Proposal before the opening time on the Proposal due date. The offeror must submit the technical

section as a separate package from the cost section of its Proposal, and each section must be submitted in its own separate, opaque package. The package with the technical section of the Proposal must be sealed and contain seven (7) complete and signed copies of the technical section of the Proposal, and the package with the cost section also must be sealed and contain four (4) complete and signed copies of the cost section of the Proposal. Further, the offeror must mark the outside of each package with either "Integrated Decision Support Project RFP – Technical Proposal" or "Integrated Decision Support Project RFP – Cost Summary," as appropriate.

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

Proposals are due no later than 11:00 a.m. on the Proposal due date. Proposals submitted by email, fax, or other electronic means are not acceptable, and the State may reject them. Offerors must submit their Proposals to:

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

The State may reject any Proposals or unsolicited modifications that it receives after the deadline. An offeror that mails its Proposal must allow for adequate mailing time to ensure its timely receipt. Offerors also must allow for potential delays due to increased security. The Ohio Building Authority has stationed x-ray equipment on the Rhodes Tower loading dock and uses it to x-ray in-coming deliveries and mail. Loading dock hours are from 7:00 am to 5:00 pm, Monday through Friday, excluding State holidays. No deliveries will be accepted before or after these hours without prior arrangements. Further, all deliveries to Rhodes Tower must be made through the loading dock, where they will be scanned and tagged. Any visitors attempting to bring packages through the Rhodes Tower lobby that cannot be opened for inspection will be redirected to the loading dock to have their packages scanned and tagged. Offerors must allow sufficient time for this additional security process, since the State may reject late Proposals regardless of the cause for the delay.

Each offeror must carefully review the requirements of this RFP and the contents of its Proposal. Once opened, Proposals cannot be altered or withdrawn, except as allowed by this RFP.

By submitting a Proposal, the offeror acknowledges that it has read this RFP, understands it, and agrees to be bound by its requirements. The State is not responsible for the accuracy of any information regarding this RFP that was gathered through a source other than the inquiry process described in the RFP.

Revised Code Section 9.24 prohibits the State from awarding a contract to any entity against whom the Auditor of State has issued a finding for recovery (a "Finding"), if the Finding is unresolved at the time of the award. This also applies to renewals of contracts. By submitting a Proposal, the offeror warrants that it is not subject to an unresolved Finding under Section 9.24 at the time of its submission. Additionally, the offeror warrants that it will notify the Office of Information Technology in writing immediately upon becoming subject to such an unresolved Finding after submitting its Proposal and before the award of a Contract under this RFP. Should the State select the offeror's Proposal for award of a Contract, this warranty of immediate written notice will apply during the term of the Contract, including any renewals or extensions. Further, the State may treat any unresolved Finding against the Contractor that prevents a renewal of the Contract as a breach, in accordance with the provisions of Attachment Four, General Terms and Conditions.

The State may reject any Proposal if the offeror takes exception to the terms and conditions of this RFP, includes unacceptable assumptions or conditions in its Proposal, fails to comply with the procedure for

participating in the RFP process, or fails to meet any requirement of this RFP. The State also may reject any Proposal that it believes is not in its interests to accept and may decide not to award a contract to any or all of the offerors responding to this RFP.

Offerors may not prepare or modify their Proposals on State premises.

All Proposals and other material that offerors submit will become the property of the State and may be returned only at the State's option. Offerors should not include any proprietary information in a Proposal or other material submitted as part of the evaluation process, because the State will have the right to use any materials or ideas submitted in any Proposal without compensation to the offeror. Additionally, all Proposals will be open to the public after the State has awarded the Contract.

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

Waiver of Defects. The State may waive any defects in any Proposal or in the submission process followed by an offeror, but the State will only do so if it believes that it is in the State's interests and will not cause any material unfairness to other offerors.

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

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

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

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

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

PART FOUR: EVALUATION OF PROPOSALS

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

Rejection of Proposals. The State may reject any Proposal that is not in the required format, does not address all the requirements of this RFP, objects to the terms or conditions, or that the State determines

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

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

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

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

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

Corrections and clarifications must be completed off State premises.

Initial Review. The State will review all Proposals for their format and completeness. The State normally rejects incomplete or incorrectly formatted Proposals, though it may waive any defects or allow an offeror to submit a correction, if the State believes doing so would not result in an unfair advantage for the offeror and it is in the State's interests. Further, if the Auditor of State does not certify a Proposal due to lateness, the State will not open it. After the initial review, the State will forward all timely, complete, and properly formatted Proposals to an evaluation team, which the Procurement Representative will lead.

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

The State also may have the Proposals or portions of them reviewed and evaluated by independent third parties or various State personnel with experience that relates to the Work or to a criterion in the evaluation process. Additionally, the State may seek reviews from end users of the Work or the advice or evaluations of various State personnel that have subject matter expertise or an interest in the Work. The State may adopt or reject any recommendations it receives from such reviews and evaluations or give them such weight as the State believes is appropriate.

During the technical evaluation, the State will calculate a point total for each Proposal that it evaluates. At the sole discretion of the State, it may reject any Proposal receiving a significant number of zeros for sections in the technical portions of the evaluation. The State may select those offerors submitting the highest rated Proposals for the next phase. The number of Proposals that advance to the next phase will be within the State's discretion, but regardless of the number of Proposals selected, they always will be the highest rated Proposals from this phase.

At any time during this phase, in the State's sole discretion, it may ask an offeror to correct, revise, or clarify any portions of its Proposal.

The State will document all major decisions and make these a part of the Contract file, along with the evaluation results for each Proposal considered.

Requirements. Attachment One provides requirements the State will use to evaluate the Proposals, including any mandatory requirements. If the offeror's Proposal meets all the mandatory requirements, the offeror's Proposal may be included in the next phase of the evaluation, which will consider other requirements described in a table in Attachment One.

In the case of any requirements for a team of people the offeror is proposing, the offeror must submit a team to do the Work that collectively meets all the team requirements. But the experience of multiple candidates may not be combined to meet a single requirement. Further, previous experience of the candidate submitted for a Project Manager position may not be used to meet any other team member requirements. Each candidate proposed for the Work team must meet at least one of the requirements.

This RFP asks for responses and submissions from offerors, most of which represent components of the requirements in Attachment One. While each requirement represents only a part of the total basis for a decision to award the Contract to an offeror, a failure by an offeror to make a required submission or meet a mandatory requirement normally will result in a rejection of that offeror's Proposal. The value assigned above to each requirement is only a value used to determine which Proposal is the most advantageous to the State in relation to the other Proposals that the State received. It is not a basis for determining the importance of meeting that requirement.

If the State does not receive any Proposal that meets all the mandatory requirements, the State may cancel this RFP. Alternatively, if the State believes it is in its interests, the State may continue to consider the highest-ranking Proposals despite their failure to meet all the mandatory requirements. In doing this, the State may consider one or more of the highest-ranking Proposals. However, the State may not consider any lower-ranking Proposals unless all Proposals ranked above it are also considered, except as provided below.

In any case where no Proposal meets all the mandatory requirements, it may be that an upper ranking Proposal contains a failure to meet a mandatory requirement that the State believes is critical to the success of the RFP's objectives. When this is so, the State may reject that Proposal and consider lower ranking Proposals. Before doing so, the State may notify the offeror of the situation and allow the offeror an opportunity to cure its failure to meet that mandatory requirement.

If the offeror cures its failure to meet a mandatory requirement that the State has deemed critical to the success of the RFP's objectives, the State may continue to consider the offeror's Proposal. But if the offeror is unwilling or unable to cure the failure, its Proposal may be rejected. The State then may continue to consider the other remaining Proposals, including, if the State so chooses, Proposals that ranked lower than the rejected Proposal.

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

The State may select one or more of the Proposals for further consideration in the next phase of the evaluation process based on the price performance formula contained in Attachment One. The Proposal(s) selected for consideration in the next phase always will be the highest-ranking Proposal(s) based on this analysis. That is, the State may not move a lower-ranking Proposal to the next phase unless all Proposals that rank above it also are moved to the next phase, excluding any Proposals that the State disqualifies because of excessive cost or other irregularities.

If the State finds that it should give one or more of the highest-ranking Proposals further consideration, the State may move the selected Proposals to the next phase. The State alternatively may choose to

bypass any or all subsequent phases and make an award based solely on its scoring of the preceding phases, subject only to its review of the highest-ranking offeror's responsibility, as described below.

Requests for More Information. The State may require some offerors to interview, make a presentation about their Proposals, or demonstrate their products or services. If the presentations, demonstrations, or interviews are held as part of the technical evaluation phase, all offerors that have Proposals under evaluation may participate. Alternatively, if the presentations, demonstrations, or interviews are held after the technical evaluation, the State normally will limit them to one or more of the highest ranking offerors. The State normally will limit such presentations, demonstrations, and interviews to areas in which it seeks further information from the highest ranking offeror or offerors. Typically, these discussions provide an offeror with an opportunity to do one or more of the following:

- Clarify its Proposal and ensure a mutual understanding of the Proposal's content;
- Showcase its approach to the Work; and
- Demonstrate the professionalism, qualifications, skills, and work knowledge of its proposed candidates.

The State will schedule the presentations, demonstrations, and interviews at its convenience and discretion. The State will determine the scope and format of any such presentations, demonstrations, and interviews and may record them. Additionally, if the State moves more than one offeror to this phase, the scope and format of these presentations, demonstrations, and interviews may vary from one offeror to the next, depending on the particular issues or concerns the State may have with each offeror's Proposal.

The State normally will not rank interviews, demonstrations, and presentations. Rather, if the State conducts the interviews, demonstrations, or presentations as part of the technical evaluation, the State may use the information it gathers during this process in evaluating the technical merits of the Proposals. If the State holds the demonstrations, presentations, or interviews only for one or more of the top-ranking offerors after the evaluation phase, the State may decide to revise its existing Proposal evaluations based on the results of this process.

Determination of Responsibility. The State may review the background of one or more of the highest-ranking offerors and its or their key team members and subcontractors to ensure their responsibility. For purposes of this RFP, a key team member is a person that an offeror identifies by name in its Proposal as a member of its proposed team. The State will not award the Contract to an offeror that it determines is not responsible or that has proposed candidates or subcontractors to do the Work that are not responsible. The State's determination of an offeror's responsibility may include the following factors: experience of the offeror and its key team members and subcontractors, its and their past conduct on previous contracts, past performance on previous contracts, ability to execute this Contract properly, and management skill. The State may make this determination of responsibility based on the offeror's Proposal, reference evaluations, a review of the offeror's financial ability, and any other information the State requests or determines is relevant.

Some of the factors used in determining an offeror's responsibility, such as reference checks, may also be used in the technical evaluation of Proposals in phase two of the evaluation process. In evaluating those factors in phase two, the weight the State assigns to them, if any, for purposes of the technical evaluation will not preclude the State from rejecting a Proposal based on a determination that an offeror is not responsible. For example, if the offeror's financial ability is adequate, the value, if any, assigned to the offeror's relative financial ability in relation to other offerors in the technical evaluation phase may or may not be significant, depending on the nature of the Work. If the State believes the offeror's financial ability is inadequate, the State may reject the offeror's Proposal despite its other merits.

The State may make a responsibility determination at any time during the evaluation process, but it typically will do so only once it has evaluated the technical merits and costs of the Proposals. The State always will review the responsibility of an offeror selected for an award before making the award, if it has not already done so earlier in the evaluation process. If the State determines that the offeror selected for award is not responsible, the State then may go down the line of remaining offerors, according to rank, and determine responsibility with the next highest-ranking offeror.

Reference Checks. As part of the State's determination of an offeror's responsibility, the State may conduct reference checks to verify and validate the offeror's and its proposed candidates' and subcontractors' past performance. Reference checks that indicate poor or failed performance by the offeror or a proposed candidate or subcontractor may be cause for rejection of the offeror's Proposal. Additionally, the State may reject an offeror's Proposal as non-responsive if the offeror fails to provide requested reference contact information.

The State may consider the quality of an offeror's and its candidates' and subcontractors' references as part of the technical evaluation phase, as well as in the State's determination of the offeror's responsibility. The State also may consider the information it receives from the references in weighing any requirements contained in the technical evaluation phase, if that information is relevant to the requirement. In checking an offeror's or any of its proposed candidates' or subcontractors' references, the State will seek information that relates to the offeror's previous contract performance. This may include performance with other governmental entities, as well as any other information the State deems important for the successful operation and management of the Work and a positive working relationship between the State and the offeror. In doing this, the State may check references other than those provided in the offeror's Proposal. The State also may use information from other sources, such as third-party reporting agencies.

Financial Ability. Part of State's determination of an offeror's responsibility may include the offeror's financial ability to perform the Contract. This RFP may expressly require the submission of audited financial statements from all offerors in their Proposals, but if this RFP does not make this an express requirement, the State still may insist that an offeror submit audited financial statements for up to the past three years, if the State is concerned that an offeror may not have the financial ability to carry out the Contract. Also, the State may consider financial information other than the information that this RFP requires as part of the offeror's Proposal, such as credit reports from third-party reporting agencies.

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

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

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

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

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

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

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

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

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

Negotiated changes will be reduced to writing and become a part of the Contract file, which will be available for public inspection after award of the Contract or cancellation of the RFP. Unless the State agrees otherwise in writing, the offeror must draft and sign the written changes and submit them to the State within five business days. If the State accepts the changes, the State will give the offeror written notice of the State's acceptance, and the negotiated changes to the successful offer will become a part of the Contract.

Failure to Negotiate. If an offeror fails to provide the necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the State may terminate negotiations with that offeror and seek such other remedies as may be available in law or in equity.

PART FIVE: AWARD OF THE CONTRACT

Contract Award. The State plans to award the Contract based on the schedule in the RFP, if the State decides the Work is in its best interests and has not changed the award date.

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

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

The Contractor must begin work within ten business days after the State issues a purchase order under the Contract. If the State awards a Contract pursuant to this RFP, and the Contractor is unable or unwilling to begin the Work within the time specified above, the State may cancel the Contract, effective immediately on notice to the Contractor. The State then may return to the evaluation process under this RFP and resume the process without giving further consideration to the originally selected Proposal.

Additionally, the State may seek such other remedies as may be available to the State in law or in equity for the selected offeror's failure to perform under the Contract.

Contract. If this RFP results in a Contract award, the Contract will consist of this RFP, including all attachments, written amendments to this RFP, the Contractor's accepted Proposal, and written, authorized amendments to the Contractor's Proposal. It also will include any materials incorporated by reference in the above documents and any purchase orders and change orders issued under the Contract. The form of the Contract is included as a one-page attachment to this RFP, but it incorporates all the documents identified above. The general terms and conditions for the Contract are contained in Attachment Four to this RFP. If there are conflicting provisions between the documents that make up the Contract, the order of precedence for the documents is as follows:

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

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

ATTACHMENT ONE: EVALUATION CRITERIA

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

Mandatory Requirements	Reject	Accept
Offeror must demonstrate at minimum five years of experience in converting and standardizing claims data and integrating it with employer enrollment/eligibility data in order to provide accessible management information.	Reject	Accept
The offeror must clearly demonstrate that it currently is providing the proposed software solution or similar solution to at least five employers that have more than 10,000 employees.	Reject	Accept
The offeror must clearly demonstrate that it currently has at least one million covered lives total in its full book of business providing health care decision support services to employer organizations.	Reject	Accept

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

Scored Criteria	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
Cover Letter	1	0	5		
Offeror Profile	10	0	5	7	9
Project Manager Requirements					
A minimum of 24 months of full-time experience as the Project Manager on projects where the offeror's proposed software solution was successfully implemented.	3	0	5	7	9
The Project Manager proposed is a certified Project Management Professional (PMP).	1	0	5		
Work Plan, Proposed Services and Staffing Plan					
Work Plan	6	0	5	7	9
Proposed Services	6	0	5	7	9
Staffing Plan	3	0	5	7	9
Proposed Solution					
Proposed Solution Overview <ul style="list-style-type: none"> ● Hosting Services; ● Database Structure, Conversion, Import and Cleansing; ● User Interface; ● Surveillance and Utilization Review; ● Provider and Consumer Profiling; ● Measures Engine; and ● Business Continuity. 	10	0	5	7	9

Scored Criteria	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
Integrated Decision Support Requirements					
Database Construction	10	0	5	7	9
Hardware and Software	6	0	5	7	9
Systems Security and Confidentiality	6	0	5	7	9
Reporting and Analysis	25	0	5	7	9
Training and Staffing	6	0	5	7	9
Consulting Services	6	0	5	7	9
Client Support & Other Considerations	6	0	5	7	9

Price Performance Formula.

The basis for award will be based on a scoring ratio of 70/30 with 70 percent referring to the Technical Proposal and 30 percent referring to Cost Summary.

CRITERIA	WEIGHT	MAXIMUM POINTS
Technical Proposal	70%	700
Cost Summary	30%	300
Total Points	100%	1,000

To ensure that the scoring ratio of 70/30 is maintained, the State will use the following formulas to adjust the points awarded to each offeror:

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

Technical Proposal Points = (Offeror's Technical Proposal Points / Highest Number of Technical Proposal Points Obtained) X 700

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

Cost Summary Points = (Lowest Not-To-Exceed Fixed Price / Offeror's Not-To-Exceed Fixed Price) X 300

- Total Points. The Total Points is calculated using the following formula:

Total Points = Technical Proposal Points + Cost Summary Points

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

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

Scope of Work.

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

The Work will consist of an implementation phase (the "Project") and a hosting phase, each of which is part of the overall Work the Contractor must do.

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

The following phases or Project activities for the State's Integrated Decision Support solution are anticipated:

- Project Initiation;
- Requirements Affirmation and Documentation;
- Design and Development;
- Implementation and Acceptance;
- Operational Support; and
- On-going Production Support.

The State intends to procure services for the Integrated Decision Support solution through a single Contract with the selected, qualified Contractor. It will be the Contractor's obligation to ensure that its Integrated Decision Support solution meets the State of Ohio's identified requirements and Deliverables.

The primary goal of the State is to implement a decision support solution that meets the State's specifications and requirements as identified in this RFP. The primary tasks the Contractor must perform during the Project will be to assure accuracy, usability, completeness, and timeliness of the proposed solution and all Project Deliverables.

Hosting Services. The Contractor must offer this service in such a manner that the State of Ohio has no responsibility for the database, the decision support software, or the technical infrastructure and associated processes and procedures. The database must be accessible through the web and must be secure.

The Contractor must document that the decision support system services its organization provides is accessible through a web-enabled personal computer by accessing the offeror's computer system(s) via the Internet or through the use of on-site hardware.

In addition, the Contractor must commit to maintain HIPAA compliance for the life of the Contract and to comply with all state and federal laws and regulations concerning data confidentiality and security.

In addition, the Contractor must document that it agrees to cooperate with the State's benefit consultants, and is willing to provide direct access to the Integrated Decisions Support solution via a web-enabled portal, at the direction of the State, and as covered by mutually acceptable non-disclosure agreements and fees will provide said consultants with extracts of the State's data as may be requested, in a format suitable to meet State requirements.

Database Structure, Conversion, Import and Cleansing. The Contractor will be responsible for establishing communications and agreements with the State's providers to supply appropriate data and information that will be imported into the Contractor's Integrated Decision Support solution. The Contractor must provide confirmation that data is being provided by identified providers as appropriate to meet the requirements set forth in the RFP.

User Interface. The Contractor's solution must provide a user-friendly web-enabled interactive solution, which will support a wide variety of users at all levels of program integrity activities. The solution must support a complete ad hoc environment and a library of templates for queries and reports with a tiered analysis approach allowing drill down from the summary level of information to a subset level of detailed data.

Benefits Administration Services will have two categories of users of the system:

- Executive/Casual User; and
- Data Explorer/Statistician.

Surveillance and Utilization Review. The solution must have surveillance and utilization review features that include the ability to analyze provider and consumer utilization data and to identify aberrant patterns that may indicate fraudulent or abusive utilization of healthcare services.

Provider and Consumer Profiling. The solution must have provider and consumer profiling features in order to assist in utilization review and monitoring activities. The solution must have the ability to develop complete in-depth profiles of both providers and consumers.

Measures Engine. Users must be able to utilize Contractor measures/metrics engine(s) to do advanced analytical analysis of data. The software solution must provide the ability to do at minimum; comprehensive analysis of claim, provider, and consumer data including population-based analysis; pharmaco-economic research, and access profiling. In addition, the solution must have the ability to do outcomes modeling, pattern recognition, and episodes-of-care analysis.

Business Continuity. The Contractor must provide a business continuity plan to ensure that the Contractor's Integrated Decision Support solution and the State's business environment is recoverable from and remains in operation during an unexpected crisis. The Contractor's business continuity plan must provide for the continuation of business on a 7:00 a.m. to 8:00 p.m., Columbus, Ohio local time, Monday through Friday basis with no interruptions and loss of services, other than for scheduled application software and database updates and upgrades. In addition, the business continuity plan and methodology provided by the Contractor must easily adapt vulnerabilities and ever-changing threats and integrates privacy and security into the business continuity process.

Project Management. The Contractor's Project Manager will be responsible for the day-to-day tracking of all Project tasks and Deliverables for the work identified in this Project. Additionally, the Project Manager must update the Work Plan submitted with the Contractor's Proposal and submit a detailed Work Plan, in electronic and paper form, to the State's Project Representative for approval within ten business days after the State issues a purchase order under the Contract. Thereafter, the Project Manager must:

- Formally update the Work Plan, including the Work schedule, and provide the updated Work Plan as part of its weekly reporting requirements during the Work; and

- Ensure the Work Plan allows adequate time for the State to review, comment on, and approve all Deliverables, including plans and other documents.

The Work Plan must allow sufficient time (at least ten business days) for the State staff to review all Deliverables.

Project Communication. The State requires continuous communication between the Contractor and the State during the Project. The Contractor must use Project forms and reports to communicate Project status and any issues that require remedial action as soon as the remedial action is identified. The communications must include the reporting of issues, anomalies or questionable data. The State will discuss the concern or situation with the Contractor to determine appropriate actions to pursue.

Project Kickoff Meeting. The Contractor must convene an Integrated Decision Support Project Kickoff Meeting with the State in Columbus, Ohio within 10 business days of the issuance and receipt of a purchase order from the State. The Contractor must provide meeting agendas, and distribute to participants at least two business days in advance of the Project kickoff meeting. The Contractor must take minutes from meetings, and these minutes must be delivered as part of the weekly status reports for the following week.

Weekly Project Meetings. The Contractor's Project Manager and appropriate Project staff will participate in weekly status meetings as scheduled and mutually agreed to by the State and the Contractor.

Contractor Responsibilities and Deliverables. The Contractor must meet all RFP requirements for the Work and complete all Work satisfactorily.

Project Initiation. The purpose of the project initiation is to confirm that the Contractor and the Ohio Department of Administrative Services and Benefits Administration Services have the same understanding of the Project Scope; which is to implement a vendor-hosted Integrated Decision Support solution to improve the analytical decisions support solution requirements identified in this RFP and Supplements.

The Contractor must provide all Project standards, methodologies, tools, personnel, and other resources based on acceptable Project Management best practices described in the Proposal for approval by the State.

Project Kickoff Meeting and Detailed Work Plan. Upon Contract Award and within 10 business days after receipt of a purchase order from the State the Contractor must hold a Project Kickoff Meeting and provide an updated detailed Work Plan that specifies tasks, responsibilities and details to successfully implement the proposed Integrated Decision Support solution for the State.

Included with the Detailed Work Plan the Contractor must provide the following:

- Finalized project Staffing Plan with staffing requirements and resources identified.
- Finalization of the offeror's proposed Communication Plan.
- Finalization of the Change Control Process for the Project.
- Finalization of the proposed Document Control Methodology.
- Finalization of the offeror's proposed Issue / Resolution Plan.

Contractor Deliverables:

1. Project Initiation, Kickoff Meeting and on-going Project Status Meetings.
2. Project Management Methodology; including:
 - o Communication Plan,
 - o Change Control Process,
 - o Document Control Methodology, and
 - o Issue / Resolution Plan.
3. Detailed Work Plan.

Note: All documentation, manuals and other applicable Project papers must be provided in hard copy format as well as electronic format. Electronic Project papers and documentation must be provided as MS Office application files.

State Responsibilities:

1. Provide access to Benefits Administrative Services staff, business consultants and other staff as appropriate.
2. Provide necessary workspace and supplies as identified in the Contractor's Proposal and mutually agreed to by the State.
3. Review and approval of the delivered Project Management Methodology.
4. Review and approval of the updated Detailed Project Plan.

Requirements Affirmation and Documentation. During this phase of the Project the Contractor must review, validate and confirm the State's solution requirements as identified in the RFP.

Included in the Requirements Affirmation activities the Contractor must review the current State decision support environment and identify where State assets may be capitalized upon and utilized within the Contractor's solution. The Contractor must identify any additional functionality, processes, and tools that may be required in the solution design that will enable Benefits Administrative Services to implement a solution that meets the requirements of this RFP, including import and cleansing of appropriate source data, analytical reporting enhancements; with advanced functionality that includes data mining and support of the Integrated Decision Support solution. Any additional functionality, processes, and tools identified and recommended will be reviewed and may be accepted by the State through the Change Control Process mutually agreed to by the Contractor and the State.

Included in the Requirements Affirmation and associated documentation, the Contractor must develop and provide a Technical Environment Document that identifies at a minimum the Contractor's :

- Proposed solution technical environment and infrastructure for the Project, including software and hardware upgrade methodology;
- Identify and document methodology to gather provider health care data, validate and including data refresh and update schedule;
- Database structure, and data import and access methodology;
- Initial capacity / configuration considerations;
- Security and system access environment;
- Identification, documentation and mutual agreement to solution performance standards; and
- Identifies all additional hardware / software specifications that the State may need to consider and procure for their end-user environment.

Contractor Deliverables:

1. Requirements Affirmation and documentation.
2. Technical Environment Document.

State Responsibilities:

1. Provide access to Benefits Administrative Services staff, business consultants and other staff as appropriate.
2. Review and approve Requirements Affirmation Documentation including the Technical Environment Document.

Design and Development. The Contractor must complete the following design and development activities and tasks:

- Complete required customization and modifications to meet the agreed upon Integrated Decision Support solution requirements as documented and approved during Requirements Affirmation, including;

- Data construction, including data structure, data acquisition, importing, cleansing, updating, and validation,
- Application user and system software functionality and processes,
- Reporting and analysis functionality and processes,
- Hardware and software environment,
- System security and confidentiality,
- Develop system and user test scripts,
- User training materials and documentation,
- Operations, administration, training and support of the solution, including identification of vendor provided disaster recovery and business continuity plans, and
- Appropriate design/development documentation.
- Provide all necessary hardware and software to support the development, test, training and production environments for the Contractor provided solution hosted environment;
- Perform all necessary software upgrades to the hosted environment as appropriate; and
- Conduct appropriate system, stress, integration testing of the software solution and hosted-environment with a mutually agreed to volume of data, number of users and user application activities.

Contractor Deliverables:

1. Certification letter stating that the hardware and software to support the development, test, training and production environments are available with correct releases of software and are operational for the Project.
2. Completion, update and delivery of all Design and Development Documentation.
3. Completion of identified Customization and Modification to solution features to provide or exceed the Integrated Decision Support requirements identified in the RFP and Supplement.
4. Report on the successful completion of the acquisition, import and validation of the State's employee health benefit data from providers on a regularly schedule basis.
5. System Test documentation that identifies and establishes that appropriate data and functionality has been successfully completed and that the solution data and functionality is working designed to meet the requirements identified.
6. Development and delivery of Training Materials for both State end-users and administrative staff.
 - The Contractor must provide all operational documents including user manuals for all end-users and administrative users that provides at minimum the log on and log off procedures, procedures for queries, building of ad hoc queries and reports, special conditions, system use, basic access, navigation instructions, etc.
7. Certification that the solution as designed and development is in compliance with State and federal HIPAA guidelines.
8. Certification letter stating that all system, stress and integration testing has been completed successfully with acceptance by the State.

State Responsibilities:

1. Provide access to Benefits Administrative Services staff, business consultants and other staff as appropriate.
2. The State will provide required user desktop hardware and associated system / end-user software to meet Contractor identified specifications.
3. Provided appropriate network connectivity for user environment at the Department of Administrative Services.
4. Review all appropriate Design, Development, System and Training Documentation and approval.
5. Review all system, stress and integration test results with special focus on structured data tests, volume test simulation and failed items.

Implementation and Acceptance. During the implementation and acceptance of the decision support solution the Contractor must provide assistance and support to implement and test the proposed "end-user" Integrated Decision Support software solution including all required tools in the State's user environment and applicable business consultant environments. The implementation must include the

web-enabled user portal, tools and functionality that will enable the State, its identified business consultants and other users as appropriate the ability to activate and perform all required user and system solution functionality and processes to effectively complete business task and activities.

The Contractor must provide all proposed solution computer hardware, software, installation, configuration and testing of all components of the proposed environment. System and user acceptance testing will be a joint effort between the Contractor and Ohio Department of Administrative Services and its designees.

Before user acceptance testing is initiated, the Contractor's Project staff will deliver end-user functionality and software administrative training as necessary and as developed for the Project. The Contractor will provide instructors, training manuals, handouts and other documentation required for training. Training will be conducted for six (6) ad hoc/query end-users, two (2) of individuals receiving end-user training will also be trained as solution administrator/super-users, and in addition to being trained on the solution functionality and daily processes, administrative users will be able to modify and change solution user permissions, configurable software options, provide user help-desk and trouble-shooting support, etc.). Training must consist of a combination of hands-on, CBT and lecture. The State has both a conference room and a training room available for use during the Project upon notification of need, availability and scheduling.

During implementation and testing activities the Contractor must provide support and resolve all hardware and software system performance issues and deficiencies. The Contractor's Project team will perform all necessary fixes and modifications to the software or solution tools to ensure system performance reaches acceptable levels in the Integrated Decision Support production environment.

Successful completion of the implementation and acceptance testing of the Integrated Decision Support solution and hosting environment must be documented by the Contractor and submitted for review and final acceptance by the State's Project Representative.

Implementation and configuration of the Integrated Decision Support solution including all required and identified functionality in the production environment with appropriate access to functionality, processes and data.

Contractor Deliverables:

1. Certification letter stating that the system hardware and software and user software solution has been implemented in appropriate environments and all operational and business functionality is ready for user acceptance testing.
2. Certification letter indicating that the database software solution and data structure environment has been implemented and that the import and load of 36 months of data is completed and verified.
3. Certification letter stating that all State user and administrative training has been completed.
4. Conduct user acceptance testing, documenting results of testing, and providing support for identification of resolutions to issues arising from testing, including fixes and modification and documentation
5. Certification letter stating that all user solution and functionality acceptance testing has been conducted and successfully completed, and the Integrated Decision Support solution is ready for production.

State Responsibilities:

1. Provide access to Benefits Administrative Services staff, business consultants and other staff as appropriate.
2. Identify State and business consultant staff who will be participating in the training and assist with acceptance testing.
3. Assist in user acceptance testing, including identification of issues and potential resolutions to resolve the issues.
4. Ensure that identified State staff complete user training and assist with user acceptance testing.

5. Review all user acceptance testing documentation providing revisions and /or acceptance as appropriate.

Operational Support. During the three month Operational Support Phase of the Project the Contractor must provide the State with day-to-day activities for the administration and operations of the solution and database, including technical assistance, performance tuning and update processes for the Integrated Decision Support solution. During this phase the Contractor will ensure that the implemented solution continues to meet performance expectations as defined and documented during Requirements Affirmation and Design activities. This phase of the Project will be considered as complete and successful once the Contractor conducts three monthly update cycles with no delays and or issues which cause the inability of the State to utilize the Integrated Decision Support solution placed into production.

Contractor Responsibilities and Deliverables:

1. The Contractor must develop and submit for the State's review and acceptance a Production Transition Document. The production transition document must describe the Contractor's methodology and plan to transition the Integrated Decision Support solution to the final production environment.
2. Provide appropriate technical support via a toll free number for State staff to call regarding user questions. Technical support must be provided from 7:00 a.m. to 8:00 p.m. Eastern Standard Time during State business days.
 - a. Incoming calls must be responded to within two hours and substantive responses to user questions must be provided within eight hours (e.g., assistance retrieving desired data, formatting and saving queries and reports, interpreting query results, alternative ways to group, present, or otherwise enhance the understanding of reports, etc.),
 - b. Calls of a critical nature (e.g., system down, critical functionality not working correctly, etc.) must be responded to within one hour and substantive responses or resolution provided within four hours, and
 - c. The Contractor must provide a complete response or resolution to all calls within 48 hours of the call being logged or a time mutually agreed to by the Contractor and the State.
3. For solution acceptance, the Integrated Decision Support solution must meet the performance criteria established and mutually agreed to by the State during the Requirements Affirmation and Design activities. Included with the solution acceptance the Contractor must provide a Performance Test Results Report which at minimum must include: deficiencies and errors encountered, resolutions (modifications made to the system), systems tuning required to improve performance to meet the performance standards.
4. The Contractor must maintain and update all Project documentation as appropriate during this phase of the Project, including all system solution, user and administrative documentation and manuals.
5. Provide maintenance and support of the Integrated Decision Support solution and State web-enabled user software and tools, including:
 - a. Updates, patches and repairs;
 - b. Correction of application defects; and
 - c. On-site technical support as required.
6. Provide routine system metrics as follows, including documenting problems encountered during the Operation Support period:
 - a. Problem description;
 - b. Type of problem;
 - c. Number of problems;
 - d. Anticipated fix date;
 - e. Resolution; and
 - f. Frequency of problem occurrence and problem cause(s).
7. Identification of timeframes for correcting application and database defects.
8. At the conclusion of the three month operational support period for performing monthly updates, the Contractor must provide a Certification letter that the operation support period

has been successfully completed and the Integrated Decision Support solution is operational and ready for transition to the production environment.

State Responsibilities:

1. Review Production Transition document providing feedback, revisions and approval as appropriate.
2. Review Contractor documentation providing feedback, revisions and approval as appropriate.
3. Provide appropriate feedback on solution response time, user functionality and system operations.
4. Review, provide revisions and/or approve Contractor Deliverables and applicable system changes.
5. Maintain all solution software and tool licensing and maintenance support for the State's user and business consultant environments. Note: The Contractor is responsible for all solution hardware, system software, application software and tools and database software licensing and maintenance support.

On-going Production Support. The Contractor must provide on-going production support for the Integrated Decision Support solution through the term of the Contract, including annual renewals. The Contractor must develop and submit for approval an Integrated Decision Support – Production Environment Responsibilities document which identifies both the Contractor and the State production environment activities and responsibilities, at a minimum this document must identify:

- The Contractor's methodology and processes for upgrading and enhancing the Integrated Decision Support solutions hardware infrastructure and base software components (e.g., application software, analytical tools, database, etc.);
- The Contractor's on-going production responsibilities, including at minimum proposed solution administration/operations, technical support and hardware/software maintenance support;
- Other Contractor solution consulting, analytical and support services that are available to the State; and
- State responsibilities as they may pertain to the on-going production hardware and software implemented for the State's web-enabled user environment.

Contractor Responsibilities and Deliverables:

1. Provide production technical support via a toll free number for State staff to call regarding user questions. Production technical support must be provided from 7:00 a.m. to 8:00 p.m. Eastern Standard Time during State business days.
 - a. Incoming calls must be responded to within two hours and substantive responses to user questions must be provided within eight hours (e.g., assistance retrieving desired data, formatting and saving queries and reports, interpreting query results, alternative ways to group, present, or otherwise enhance the understanding of reports, etc.),
 - b. Calls of a critical nature (e.g., system down, critical functionality not working correctly, etc.) must be responded to within one hour and substantive responses or resolution provided within four hours, and
 - c. The Contractor must provide a complete response or resolution to all calls within 48 hours of the call being logged or a time mutually agreed to by the Contractor and the State.
2. Provide production environment maintenance and support of the Integrated Decision Support solution and State web-enabled user software and tools, including:
 - a. Updates, patches and repairs;
 - b. Correction of application defects; and
 - c. On-site technical support as required.
3. Provided routine system metrics as follows, including documenting problems encountered during the Operation Support period:
 - a. Problem description;
 - b. Type of problem;
 - c. Number of problems;

- d. Anticipated fix date;
 - e. Resolution; and
 - f. Frequency of problem occurrence and problem cause(s).
4. Identification of timeframes for correcting application and database defects.

State Responsibilities:

1. Maintain all solution software and tool licensing and maintenance support for the State's user and business consultant environments as identified in the Integrated Decision Support - Production Responsibilities document. Note: The Contractor is responsible for all solution hardware, system software, application software and tools and database software licensing and maintenance support.
2. Provide Final Project acceptance.

Performance Standards (Metrics). The Contractor must meet the following performance standards during the on-going hosting and support of the Ohio Department of Administrative Services' Integrated Decision Support solution and its business environment.

Performance Area	Description of Performance Standard
Monthly Basic Services	
System Availability	97% Monthly Availability: 7:00 a.m. – 8:00 p.m., Columbus, Ohio Local Time. Monday through Friday, with the exception of scheduled software or database updates and upgrades, which are excluded from the availability which is to be calculated on a monthly basis.
Disaster Recovery	Contractor must provide standard disaster recovery procedures and processes to restore service within 72 hours.
User Support/ Training	Contractor must provide ongoing service to all users on accessing the system and using the system functions; and semi-annually - and/or on an as needed basis -- provide training for new users of the system and training on new applications for all users.
Account Management	Contractor must provide the State with a Quarterly Status Report no later than 15 calendar days after the close of each quarter; hold an annual meeting with the State to review results, trends, opportunities, and return on investment; and notify the State in advance of all changes including, but not limited to, staffing, and system, operational or process changes.
Quarterly Basic Services	
Data Acquisition, Load and Update	<ol style="list-style-type: none"> 1. For data received on schedule, a standard update will be completed within 15 business days after receipt of usable data. A standard update does not include: <ul style="list-style-type: none"> ▪ Data Model Changes ▪ New Data Sources/Types 2. High-level checks on each data file that arrives at the service center will be conducted within three business days of loading the data into the tracking system. High-level checks of each data source include confirming that: <ul style="list-style-type: none"> ▪ The files are in the agreed upon format; ▪ Key fields are reported (e.g., encrypted SSN, age, and gender) Control totals reconcile (e.g., net pay and record count). 3. Re-processing of previously processed data for correction.
Data Quality Improvement	Contractor must address any data problems and/or concerns directly with the third party providers and, on a quarterly basis, provide the State with a written summary documenting data quality issues and next steps pertaining to each provider.

If any of the performance standards indicated above are not maintained for the Ohio Department of Administrative Services for any monthly period, the State will be entitled to a 10% credit of the total bill for services related to the Monthly Basic Services metrics for the applicable month, or, in the case of a failure to meet the Quarterly Basic Services metrics, a 10% credit will be applied to the applicable Quarterly Updates fees for the applicable quarter noted in the Contractor's Cost Summary, Table C. on the next invoice.

Maintain Work Plan. The Work Plan must allow sufficient time for the State's staff to review all Work. The State will determine the number of business days it needs for such reviews and provide that information to the Contractor after award and early in the development of the Work Plan. (See Attachment Three for components of the Work Plan.)

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

- Immediate Reporting - The Project Manager or a designee must immediately report any staffing changes for the Work to the Project Representative (see: Attachment Four: Part Two: Replacement Personnel).
- Attend Status Meetings until the solution is implemented and accepted. The Project Manager and other Work team members must attend status meetings with the Project Representative and other people deemed necessary to discuss Work issues. The Project Representative will schedule these meetings, which will follow an agreed upon agenda and allow the Contractor and the State to discuss any issues that concern them.
- Provide Status Reports until the solution is implemented and accepted. The Contractor must provide written status reports to the Project Representative at least one full business day before each status meeting.
- The Contractor's proposed format and level of detail for the status report is subject to the State's approval.

Transfer of System. On notice from the State, the Contractor will cooperate fully with the State and any of its contractors and provide all assistance and information reasonably necessary to smoothly and efficiently transfer the State's data to its own, internal system or to an external third party system, including transferring all data input into the system by the State or others, such as the State's insurance and medical care providers and all data generated by the system based on such input, and any file structure, schema, or similar information reasonably necessary to transfer the State's data to another system and make use of that data in a seamless process. This also may include providing an interface or working with others to develop and implement an interface for such a transfer, as well as running the system in parallel with the other system during a transition.

Work Hours and Conditions. The Contractor must work with the State Project staff and other Contractor's who may be involved with the Benefits Administration Services Integrated Decision Support Project. Normal working hours are 8:00 a.m. to 5:00 p.m. with a one-hour lunch period. The Contractor must ensure that appropriate Contractor resources are available to interact with State Project staff and perform the Work identified in this RFP.

PART TWO: SPECIAL PROVISIONS

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

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

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

Payment Time Frame	Payment (See Note)
1. Detailed Work Plan	2%
2. Requirements Affirmation and Documentation	18%
3. Design and Development	35%
4. Implementation and Acceptance	25%
5. Operational Support	20%
6. On-going Production Support	n/a

Note: The above percentages are percentages of the Project related Fees and not the On-going Production Support Fees for hosting the application.

Upon the date(s) given above, the Contractor may submit an invoice according to the payment schedule identified above. The State will withhold 10% of each payment for the Detailed Work Plan, Requirements Affirmation and Documentation, and Design and Development Deliverables as retainage, which the State will pay only on completion and acceptance of the Integrated Decision Support Project.

Payment Time Frame. Project services, activities and Deliverables for the Payment Time Frame (line items 1 through 5) will include all costs identified by the Offeror in Table A. and Table B of the Cost Summary, Attachment Nine, Page 66 of this RFP.

On-going Production Support basic services (line item 6) will include all costs identified by the Offeror in Table C of the Cost Summary, Attachment Nine, Page 66 of this RFP. On-going Production Support services identified by the Contractor as "Monthly Basic Services" in the Cost Summary will be billed on a monthly basis and services identified as "Quarterly Basic Services" in the Cost Summary will be billed on a quarterly basis.

Reimbursable Expenses. None.

Bill to Address.

Ohio Department of Administrative Services
 Human Resources Division
 Attn: Business Office – Robert Robinson
 100 E. Broad Street, 15th Floor
 Columbus, Ohio 43215

Location of Data. United States.

ATTACHMENT THREE: REQUIREMENTS FOR PROPOSALS

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

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

Each Proposal must contain the following:

- Cover Letter
 - Certification
 - Location of Data
 - Offeror Profile
 - Contractor Performance
 - Personnel Profile Summary
 - Time Commitment
 - Assumptions
 - Work Plan
 - Proposed Services
 - Communications Plan
 - Staffing Plan
 - Proposed Solution Overview
 - Integrated Decision Support Requirements
 - Disaster Recovery Plan
 - Sample Newsletter
 - Warranty & Maintenance Agreements
 - Support Requirements
 - Conflict of Interest Statement
 - Proof of Insurance
 - Payment Address
 - Legal Notice Address
 - W-9 Form
 - Declaration Regarding Terrorist Organizations
- Cost Summary (must be separately sealed)

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

- a. A statement regarding the offeror's legal structure (e.g., an Ohio corporation), federal tax identification number, D-U-N-S number, and principal place of business;
- b. A list of the people who prepared the offeror's Proposal, including their titles;
- c. The name, phone number, fax number, email address, and mailing address of a contact person who has authority to answer questions regarding the Proposal;
- d. A list of all subcontractors, if any, that the offeror will use on the Work, if the State selects the offeror to do the Work;
- e. For each proposed subcontractor, the offeror must attach a letter from the subcontractor, signed by someone authorized to legally bind the subcontractor, with the following included in the letter:

1. The subcontractor's legal status, federal tax identification number, D-U-N-S number, and principal place of business;
 2. The name, phone number, fax number, email address, and mailing address of a person who is authorized to legally bind the subcontractor to contractual obligations;
 3. A description of the part of the Work the subcontractor will do;
 4. A commitment to do the part of the Work if the offeror is selected;
 5. A statement that the subcontractor has read and understands the RFP and will comply with the requirements of the RFP; and
 6. A statement that the subcontractor will maintain any permits, licenses, and certifications required to perform its portion of the Work;
- f. A statement that the offeror's Proposal meets all the requirements of this RFP for the Work;
 - g. A statement that the offeror has not taken any exception to the terms and conditions in this RFP;
 - h. A statement that the offeror does not assume there will be an opportunity to negotiate any aspect of its Proposal;
 - i. A statement that the offeror will comply with all federal and Ohio laws, rules, and regulations;
 - j. A statement that the offeror is proposing a Project Manager who is a regular, fulltime employee of the offeror;
 - k. A statement that the offeror's regular, fulltime employees will perform at least 30% of the effort involved in the Work;
 - l. A statement that the offeror will not substitute, at Work start-up, personnel for those evaluated by the State, except when a candidate's unavailability is no fault of the offeror (e.g. the candidate resigns, is deceased, etc.); and
 - m. A statement that the offeror is not now subject to an "unresolved" finding for recovery under Revised Code Section 9.24 and that the offeror will notify the State anytime it becomes subject to such a finding before the award of a Contract arising out of this RFP.

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

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

(Insert offeror's name) affirms that, if awarded the Contract, it will be the prime Contractor on the Work.

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

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

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

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

relationship between (insert offeror's name), any of its personnel, its subcontractors, or their personnel and the State of Ohio, the Office of Information Technology, or the Department of Administrative Services.

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

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

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

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

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

In addition, the following information must be provided in the Offeror Profile submitted with the offeror's Proposal response:

- A description identifying the number of fulltime and part-time clinical staff that the offeror employs or has under contract. Provide separate figures for doctors, nurses, pharmacists, etc.;
- Offeror should describe its annual turnover rate for each of the past three years for its data management staff, analytic staff, account representatives, clinical staff, etc.; and
- A description of the offeror's experience working with self-insured health and pharmacy carriers that currently contract with the State for group health insurance.

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

Offeror Profile Summary Form. This RFP includes an Offeror Profile Summary Form as an attachment. The offeror must use this form and fill it out completely to provide the required information.

The Offeror Profile Summary Form contained in this document has been customized for the applicable offeror requirements. (Refer to Attachment Seven.) Each page of the form may contain minor variations. If an offeror elects to duplicate the form electronically, the offeror must carefully review each page of the form to ensure that it has been copied accurately. Failure to duplicate the form exactly may lead to the rejection of the offeror's Proposal.

Each offeror must meet all the mandatory requirements in the RFP. If an offeror does not meet all the mandatory requirements, the State may reject the offeror's Proposal as non-responsive.

The various sections of the Offeror Profile Summary Forms are described below:

Mandatory Experience and Qualifications. The offeror must complete this section to demonstrate that it has the experience needed to meet the RFP's mandatory requirements. (Refer to Attachment Seven.) For each reference, the offeror must provide the following information:

- **Contact Information.** The offeror must provide a client contact name, title, phone number, email address, company name, and mailing address. The offeror also must include the same information for an alternate client contact, in case the State cannot reach the primary contact. Failure to provide this information or providing information that is inaccurate or out of date may result in the State not including the reference in the evaluation process or rejecting the offeror's Proposal. The contact information given must be for a person within the client's organization and not a co-worker or a contact within the offeror's organization, subsidiaries, partnerships, etc.
- **Work Name.** The offeror must provide the name or title for the work, such as a project name, from which it obtained the mandatory experience.
- **Dates of Experience.** The offeror must complete this area with a beginning month and year and an ending month and year to show the length of time the offeror performed the work, not just the length of time the offeror was engaged by the reference.
- **Description of the Related Service Provided.** The State will not assume that, since the experience requirement is provided at the top of the page, all descriptions on that page relate to that requirement. The offeror must reiterate the experience being described, including the capacity in which the work was performed and the role of the offeror on the Work. It is the offeror's responsibility to customize the description to clearly substantiate the qualification.
- **Description of how the related service shows the offeror's experience, capability, and capacity to develop the Deliverables and do the Work.**

The offeror must list each work experience separately and completely every time it is referenced, regardless of whether it is on the same or different pages of the form.

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

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

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

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

The offeror must propose a Work team that collectively meets all the requirements in this RFP, as demonstrated through the Personnel Profile Summary Forms. Additionally, each team member may have mandatory requirements listed in this RFP that the team member must individually meet. The offeror must name all candidates proposed, and each must meet the technical experience for the candidate's position.

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

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

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

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

- d) **Required Experience and Qualifications.** The offeror must complete this section to show how its candidate meets the experience requirements. (Refer to Attachment Eight.)

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

- **Candidate's Name.**
- **Contact Information.** The offeror must provide a client contact name, title, phone number, email address, company name, and mailing address. The offeror also must include the same information for an alternate client contact, in case the State cannot reach the primary contact. Failure to provide this information or providing information that is inaccurate or out of date may result in the State not including the reference in the evaluation process or rejecting the offeror's Proposal. The contact information given must be for a person within the client's organization and not a co-worker or a contact within the offeror's organization, subsidiaries, partnerships, etc.
- **Dates of Experience.** The offeror must complete this section with a beginning month and year and an ending month and year to show the length of time the candidate performed the technical experience being described, not just the length of time the candidate worked for the company.
- **Description of the Related Service Provided.** The State does not assume that, since the technical requirement is provided at the top of the page, all descriptions on that page relate to that requirement. Offerors must reiterate the technical experience being described, including the capacity in which the experience was performed and the role of the candidate in the project as it relates to this Project. It is the Offeror's responsibility to customize the description to clearly substantiate the candidate's qualification.

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

Time Commitment. The offeror must submit a statement and a chart that clearly indicate the time commitment of the proposed Project Manager and the offeror's proposed team members for the Work.

The offeror also must include a statement indicating to what extent, if any, the Project Manager may work on other tasks or assignments unrelated to the Work during the term of the Contract. The State may reject any Proposal that commits the proposed Project Manager or any proposed personnel to other assignments during the term of the Work, if the State believes that any such commitment may be detrimental to the offeror's performance.

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

Work Plan. The State encourages responses that demonstrate a thorough understanding of the nature of the Work and what the Contractor must do to get the Work done properly. To this end, the offeror must submit a Work Plan that the offeror will use to create a consistent and coherent management plan for the Work. The Work Plan must include detail sufficient to give the State an understanding of how the offeror's knowledge and approach will:

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

In addition, the offeror must provide a description of how the offeror will manage the Integrated Decision Support project tasks and schedule for each Deliverable throughout the Project. Offeror will describe how their proposed Project Management Methodology and scheduling will meet the Contract schedule from initiation through implementation and acceptance.

Offerors must provide a detailed written Work Plan that identifies all applicable project tasks, including the development, submission, review, and acceptance of Deliverables, and project reports, meetings and communications. The Work Plan must include specific tasks, timeframes and the staff responsible for performing each task. The Work Plan proposed is intended to be a living plan, which will be continuously reviewed and revised throughout the Integrated Decision Support Project.

The offeror must provide a detailed Work Plan (in Gantt chart format) that assumes a project initiation start date of June 1, 2007. The plan should reference specific start and finish dates for task, deliverables, milestones and indicate organizational and individual responsibilities.

Proposed Services. The offeror must describe in detail how its approach to the Work meets the requirements described in this RFP. The offeror may not simply state that the proposed services will meet or exceed the specified requirements. Instead, the offeror must provide a written narrative that shows that the offeror understands the functionality and the technical requirements of this RFP and how the offeror's proposed services meets those requirements.

The description of the offeror's proposed project management methodology, which will be implemented to provide for the overall management of the Project to meet identified timelines and milestones, must describe the offeror's proposed methodology for:

- Overall Project Management; including
 - Project Initiation, Kickoff Meeting and conducting Project Status Meetings,
 - Project Communications, including a draft Communication Plan provided as a **tabbed sub-section "Communication Plan" to the Proposed Services section tab** in the offeror's Proposal, the communication plan at a minimum must include:
 - A description of the project communication methods between Project team members, the Department of Administrative Services and Benefits Administration Services stakeholders and the Contractor's organization,
 - Include weekly status meetings and meeting schedule, and

- Include status report template.
 - Change Control Process methodology, the change control methodology at a minimum must include:
 - An electronic method to track scope change requests,
 - A description of the processes to evaluate the change requests, and
 - A description of the methods and procedures utilized to update the Project if there is a change in scope.
 - Document Control methodology (format, creation, revision and acceptance of solution documentation). The offeror must provide a Project Document Control methodology that provides a document format with templates and the methods and practices that will be utilized for the development, revision, review and acceptance of all Project related documentation.
 - Issue / Resolution methodology.
- Requirements Affirmation;
- Design and Development;
- Implementation and Acceptance;
- Operation Support; and
- On-Going Production Support.

The offeror's Integrated Decision Support proposed services and project management methodology must describe the activities and tasks required to complete and deliver the solution and work identified in this RFP and Supplements.

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

- A Personnel Summary Matrix matching each Project team member to the proposed staffing;
- A Personnel Profile Summary (see Attachment Eight) must be provided for each key team member that is identified in the offeror's staffing plan;
- A contingency plan that shows the ability to add more staff if needed to ensure meeting the Work's due date(s); and
- If onsite work is proposed, the offeror must provide the anticipated number of people onsite at the State location at any given time to allow the State to plan for the appropriate workspace.

The offeror must demonstrate that its proposed Project team has relevant Project skills, experience and qualifications to meet the requirements of the RFP, and that Project staff; roles, responsibilities and reporting hierarchy are clearly articulated within the offeror's Proposal.

For each key individual listed in the offeror's Personnel Summary Matrix, the following must be provided at a minimum:

- Name;
- Position and description of role on the Project;
- Summary of qualifications for the proposed role;
- Whether the person will be full time or part time (if part time, the percentage of time committed must be provided); and
- Whether the person is committed for the entire Project. If not, start and end dates must be provided.

Proposed Solution. The offeror must describe in detail how its proposed solution meets the functional and technical requirements described in this RFP and supplements. The offeror may not

simply state that the proposed solution will meet or exceed the specified requirements. Instead, the offeror must provide a written narrative that shows that the offeror understands the functionality and the technical requirements of this RFP and how the offeror's proposed solution meets those requirements.

All the specifications given in this RFP for equipment and other system elements are minimum system requirements. The offeror may recommend features or other elements in excess of the minimum but must clearly identify them as such, provide the rationale behind the recommendations, and explain how they will benefit the State. The recommendations may not result in additional evaluation credit being given.

Additionally, the offeror must describe how its proposed solution will provide the following:

Hosting Services. The State requires a solution where the State has no responsibility for the operations and administration of the database, the decision support software, or the technical infrastructure and associated processes and procedures. Solution functionality and data must be accessible through the web and must be secure.

The hosting services description must document that the decision support system services the offeror will provide is accessible through a web-enabled personal computer by accessing the offeror's computer system(s) via the Internet or through the use of State provided on-site hardware.

Database Structure, Conversion, Import and Cleansing. The offeror must provide a description of its proposed methodology, procedures and processes for:

- Communication with providers and receipt of provider data, including agreements established with providers for data and confirmation that appropriate data is being provided;
- Database construction and structure;
- Data conversion; and
- Data import, cleansing and validation.

User Interface. The offeror must provide an overview of the user interface that will be utilized by State to access the proposed solution. This overview must describe the solution functionality available to the user, including standard and ad hoc reporting and query features and capabilities.

The user interface must be provided via a user-friendly web-enabled interactive environment and provide support for a wide variety of users at all levels of program integrity activities.

Surveillance and Utilization Review. The offeror must describe how its proposed solution will provide the State with surveillance and utilization review features and functionality, including the ability to analyze provider and consumer utilization data and to identify aberrant patterns that may indicate fraudulent or abusive utilization of healthcare services.

Provider and Consumer Profiling. The offeror must describe how its proposed solution will provide the State with provider and consumer profiling features and functionality in order to assist the State in utilization review and monitoring activities, including the ability to develop complete in-depth profiles of both providers and consumers.

Measures Engine. The offeror must describe the measures/metrics engine capabilities and functionality that will be provided with its proposed solution. The State requires that functionality be provided to do advanced analytical analysis of data. At a minimum the proposed solution must provide the functionality for comprehensive analysis of claim, provider, and consumer data including population-based analysis; pharmaco-economic research, and access profiling. In

addition, the proposed solution must have the ability to do outcomes modeling, pattern recognition, and episodes-of-care analysis.

Business Continuity. The offeror must provide a description of its “Business Continuity Plan” for the Integrated Decision Support solution for the State’s business environment. The Business Continuity Plan at a minimum must provide, a solution that:

- is recoverable from and remains in operation during an unexpected crisis;
- provides continuation of business from 7:00 a.m. to 8:00 p.m., Columbus, Ohio local time, Monday through Friday, with no interruptions and loss of services, other than for scheduled application software and database updates and upgrades; and
- provides a business continuity plan and methodology that is easily adaptable to vulnerabilities, ever-changing threats and integrates privacy and security into the business continuity process.

Integrated Decision Support Requirements. In addition to the offeror’s proposed solution overview, the offeror must provide responses to the requirements identified in Supplement Two: Integrated Decision Support Requirements of this RFP. The Integrated Decision Support Requirements for this Project are categorized as follows:

- Database Construction;
- Hardware;
- Software;
- Systems Security and Confidentiality;
- Reporting and Analysis;
- Training and Staffing;
- Analytical Services;
- Client Support; and
- Other Considerations.

Offerors must provide their responses to the Integrated Decision Support Requirements in the format described in the Supplement and provided as a **tabbed sub-section “Integrated Support Requirements Response” to the Work Plan section tab** in the offeror’s Proposal, as documented in the Proposal Format section of Attachment Three: Requirements for Proposal.

The offeror must provide their responses to the following requirements identified in Supplement Two: Integrated Support Requirements Response as tabbed sub-sections following the Integrated Decision Support Requirements section tab. The sub-sections include:

Disaster Recovery Plan;
Sample Newsletters; and
Warranty & Maintenance Agreements.

Support Requirements. The offeror must describe the support it wants from the State other than what the State has offered in this RFP. Specifically, the offeror must address the following:

- Nature and extent of State support required in terms of staff roles, percentage of time available, and so on;
- Assistance from State staff and the experience and qualification levels required; and
- Other support requirements.

The State may not be able or willing to provide the additional support the offeror lists in this part of its Proposal. The offeror therefore must indicate whether its request for additional support is a requirement for its performance. If any part of the list is a requirement, the State may reject the offeror's Proposal, if the State is unable or unwilling to meet the requirements.

Conflict of Interest Statement. Each Proposal must include a statement indicating whether the offeror or any people that may work on or benefit from the 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 may reject a Proposal in which an actual or apparent conflict is disclosed. The State also may terminate the Contract for cause if it discovers any actual or apparent conflict of interest that the offeror did not disclose in its Proposal.

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

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

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

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

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

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

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

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

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

ATTACHMENT FOUR: GENERAL TERMS AND CONDITIONS

PART ONE: PERFORMANCE AND PAYMENT

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

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

Term. Unless this Contract is terminated or expires without renewal, it will remain in effect until the Work is completed to the satisfaction of the State and the Contractor is paid. But the current General Assembly cannot commit a future General Assembly to an expenditure. Therefore, this Contract will automatically expire at the end of each biennium, the first of which is June 30, 2007. The State may renew this Contract in the next biennium by issuing written notice to the Contractor of the decision to do so. This expiration and renewal procedure also will apply to the end of any subsequent biennium during which the Work continues, subject to the State's approval. Termination or expiration of this Contract will not limit the Contractor's continuing obligations with respect to Deliverables that the State pays for before or after termination or limit the State's rights in such.

The State's funds are contingent upon the availability of lawful appropriations by the Ohio General Assembly. If the General Assembly fails to continue funding for the payments and other obligations due as part of this Contract, the State's obligations under this Contract will terminate as of the date that the funding expires without further obligation of the State.

The Work has a completion date that is identified in the RFP Documents. The RFP Documents also may have several dates for the delivery of Deliverables or reaching certain milestones in the Work. The Contractor must make those deliveries, meet those milestones, and complete the Work within the times the RFP Documents require. If the Contractor does not meet those dates, the Contractor will be in default, and the State may terminate this Contract under the Suspension and Termination Section contained in Part II of this Attachment Four.

But the State also may have certain obligations to meet. Those obligations, if any, also are listed in the RFP Documents. If the State agrees that the Contractor's failure to meet the delivery, milestone, or completion dates in the RFP Documents is due to the State's failure to meet its own obligations in a timely fashion, then the Contractor will not be in default, and the delivery, milestone, and completion dates affected by the State's failure to perform will be extended by the same amount of time as the State's delay. The Contractor may not rely on this provision unless the Contractor has in good faith exerted reasonable management skill to avoid an extension and has given the State meaningful written notice of the State's failure to meet its obligations within five business days of the Contractor's realization that the State's delay may impact the Work. The Contractor must deliver any such notice to both the Project Representative and Procurement Representative and title the notice as a "Notice of State Delay." The notice must identify any delay in detail, as well as the impact the delay has or will have on the Work. Unless the State decides, in its sole and exclusive judgment, that an equitable adjustment in the Contractor's Fee is warranted in the case of an extended delay, an extension of the Contractor's time to perform will be the Contractor's exclusive remedy for the State's delay. Should the State determine that an equitable adjustment in the Contractor's Fee is warranted, the equitable adjustment will be handled as

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

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

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

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

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

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

If the RFP Documents provide for any retainage, the State will withhold from each invoice paid the percentage specified in the RFP Documents as retainage. The State will pay the retainage only after the State has accepted all the Work and then only in accordance with the payment schedule specified in the RFP Documents.

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

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

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

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

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

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

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

PART TWO: WORK AND CONTRACT ADMINISTRATION

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

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

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

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

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

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

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

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

In addition, the Contractor must keep a separate account for the Work (the "Work Account"). All payments made from the Work Account may be only for obligations incurred in the performance of this Contract and must be supported by contracts, invoices, vouchers, and any other data needed to audit and verify the payments. All payments from the Work Account must be for obligations incurred only after the effective date of this Contract, unless the State has given specific written authorization for making prior payments from the 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 also applies 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, the Contractor must keep all records related to this Contract in a single location, either at the Contractor's principle place of business or its place of business where the work was done. If this is not practical, the Contractor must assume the cost of collecting, organizing, and relocating the records and any technology needed to access the records to the Contractor's office nearest

Columbus, Ohio whenever the State or anyone else with audit rights requests access to the Contractor's Work records. The Contractor will do so with all due speed, not to exceed ten business days.

If any audit reveals any material deviation from the 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 must require its subcontractors to agree to the requirements of this section and the record-keeping section. Subcontracts with smaller amounts involved need not meet this requirement, but the Contractor may not artificially break up contracts with its subcontractors to take advantage of this exclusion.

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

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

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

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

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

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

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

Replacement Personnel. If the RFP Documents contain the names of specific people who will do the Work, then the quality and professional credentials of those people were material factors in the State's

decision to enter into this Contract. Therefore, the Contractor must use all commercially reasonable efforts to ensure the continued availability of those people. Also, the Contractor may not remove those people from the Work without the prior, written consent of the State, except as provided below.

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

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

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

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

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

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

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

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

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

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

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

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

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

If the State terminates this Contract for cause, the State will be entitled to cover for the Work by using another Contractor on such commercially reasonable terms as the State and the covering contractor may agree. The Contractor will be liable to the State for all costs related to covering for the Work to the extent that such costs, when combined with payments already made to the Contractor for the Work before termination, exceed the costs that the State would have incurred under this Contract. The Contractor

also will be liable for any other direct damages resulting from its breach of this Contract or other action leading to termination for cause.

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

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

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

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

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

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

Representatives. The State's representative under this Contract will be the person identified in the RFP Documents or in a subsequent notice to the Contractor as the "Project Representative." The Project Representative will review all reports the Contractor makes in the performance of the Work, will conduct

all liaison with the Contractor, and will accept or reject the Deliverables and the completed Work. The Project Representative may delegate his or her responsibilities for individual aspects of the Work to one or more managers, who may act as the Project Representative for those individual portions of the Work.

The Contractor's Project Manager under this Contract will be the person identified on the RFP Documents as the "Project Manager." The Project Manager will be the Contractor's liaison with the State under this Contract. Additionally, the Project Manager will conduct all Work meetings and prepare and submit to the Project Representative all reports, plans, and other materials that the RFP Documents require from the Contractor.

Either party, upon written notice to the other party, may designate another representative. However, the Contractor may not replace the Project Manager without the approval of the State if that person is identified in the RFP Documents by name or as a key individual on the Work.

Work Responsibilities. The State will be responsible for providing only those things, if any, expressly identified in the RFP Documents. If the State has agreed to provide facilities or equipment, the Contractor, by signing this Contract, warrants that the Contractor has either inspected the facilities and equipment or has voluntarily waived an inspection and will use the equipment and facilities on an "as is" basis.

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

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

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

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

If a change causes an increase in the cost of, or the time required for, the performance of the Work, the Contractor must notify the State in writing and request an equitable adjustment in its Fee, the delivery schedule, or both before the Contractor signs the Change Order. If the Contractor claims an adjustment under this section in connection with a change to the Work not described in a written Change Order, the Contractor must notify the State in writing of the claim within five business days after the Contractor is notified of the change and before work on the change begins. Otherwise, the Contractor will have waived the claim. In no event will the State be responsible for any increase in the Fee or revision in any delivery schedule unless the State expressly ordered the relevant change in writing and the Contractor has complied with the requirements of this section. Provided the State has complied with the procedure for

Change Orders in this section, nothing in this clause will excuse the Contractor from proceeding with performance of the Work, as changed.

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

The Contractor is responsible for coordinating changes with its subcontractors and adjusting their compensation and performance schedule. The State will not pay any subcontractor for the Change Order. If a subcontractor will perform any work under a Change Order, that work must be included in the Contractor's not-to-exceed amount and calculated in the same manner as the Contractor's equitable adjustment for the portion of the work the Contractor will perform. The Contractor will not receive an overhead percentage for any work a subcontractor will do under a Change Order.

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

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

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

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

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

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

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

The Contractor will not be liable for any unintentional disclosure of Confidential Information that results despite the Contractor's exercise of at least the same degree of care as it normally takes to safeguard its own secrets, except when the Contractor's procedures are not reasonable given the nature of the Confidential Information or when the disclosure nevertheless results in liability to the State.

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

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

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

Ownership of Deliverables. Except for the hosted solution's Commercial Software and its hardware and the hosting environment, the State owns all Deliverables that the Contractor produces under this Contract, with all rights, title, and interest in all intellectual property that come into existence through the Contractor's custom work being assigned to the State. Additionally, the Contractor waives any author rights and similar retained interests in custom-developed material. The State also owns any data submitted by the State, its insurers, providers, or customers directly into the hosted solution, or to the Contractor for entry into the hosted solution, and any data created from it. The Contractor must provide the State with all assistance reasonably needed to vest such rights of ownership in the State. The Contractor will retain ownership of all tools, methods, techniques, standards, and other development procedures, as well as generic and preexisting shells, subroutines, and similar material incorporated into any custom Deliverable ("Pre-existing Materials"), if the Contractor provides the non-exclusive license described in the next paragraph.

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

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

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

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

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

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

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

For Commercial Software, the Contractor warrants that it has the right to use it to host the State's Integrated Decision Support solution and permit the State and its insurer's providers, and customers to access it and use it as intended in the RFP.

PART FOUR: REPRESENTATIONS, WARRANTIES, AND LIABILITIES

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

Additionally, with respect to the Contractor's activities under this Contract, the Contractor warrants that: (1) the Contractor has the right to enter into this Contract; (2) the Contractor has not entered into any other contracts or employment relationships that restrict the Contractor's ability to perform the contemplated services; (3) the Contractor will observe and abide by all applicable laws and regulations, including those of the State regarding conduct on any premises under the State's control; (4) the Contractor has good and marketable title to any goods delivered under this Contract and in which title passes to the State; (5) all hardware, software, firmware, and similar devices and materials provided under this Contract will be designed to operate without regard to the turning of a century and process dates in a manner that takes into account dates occurring before and after the turning of a century; (6) the Contractor has the right and ability to grant the license granted in any Deliverable in which title does not pass to the State; and (7) the Contractor is not subject to any unresolved findings of the Auditor of State under Revised Code Section 9.24 and will not become subject to an unresolved finding that prevents the extension or renewal of this Contract.

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

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

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

Limitation of Liability. Neither party will be liable for any indirect, incidental, or consequential loss or damage of the other party, including but not limited to lost profits, even if the parties have been advised, knew, or should have known of the possibility of such damages. Additionally, neither party will be liable to the other for direct or other damages in excess of two times the not-to-exceed fixed price of this Contract or \$1,000,000, whichever is greater. The limitations in this paragraph do not apply to any obligation of the Contractor to indemnify the State against claims made against it or for damages to the State caused by the Contractor's negligence or other tortious conduct.

PART FIVE: ACCEPTANCE AND MAINTENANCE

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

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

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

PART SIX: CONSTRUCTION

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

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

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

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

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

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

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

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

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

PART SEVEN: LAW AND COURTS

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

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

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

Ohio Ethics 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, Ohio Revised Code Section 102.04. The Contractor further acknowledges that it has read the requirements of Section 3517.13 regarding limitations on political contributions as a basis for eligibility for participation in State contracts and certifies that the Contractor and all applicable personal and business associates are in compliance with Section 3517.13(J)(1) of the Revised Code and will remain in compliance with the provisions of Section 3517.13 for the duration of this Contract and with all applicable provisions that extend beyond the expiration of this Contract.

Unresolved Finding for Recovery. If the Contractor was subject to an unresolved finding of the Auditor of State under Revised Code Section 9.24 on the date the parties sign this Contract, the Contract is void. Further, if the Contractor is subject to an unresolved finding of the Auditor of State under Revised Code Section 9.24 on any date on which the parties renew or extend this Contract, the renewal or extension will be void.

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

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

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

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

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

**ATTACHMENT FIVE
SAMPLE CONTRACT**

**A CONTRACT BETWEEN
THE OFFICE OF INFORMATION TECHNOLOGY
ON BEHALF OF THE
DEPARTMENT OF ADMINISTRATIVE SERVICES
AND**

(CONTRACTOR)

THIS CONTRACT, which results from RFP 0A1013, entitled **Integrated Decision Support Project**, is between the State of Ohio, through the Office of Information Technology, on behalf of the Department of Administrative Services, and _____ (the "Contractor").

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

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

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

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

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

CONTRACTOR

STATE OF OHIO
OFFICE OF INFORMATION TECHNOLOGY

SAMPLE – DO NOT FILL OUT

By: _____

By: Mary F. Carroll

Title: _____

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

Date: _____

Date: _____

ATTACHMENT SIX
CONTRACTOR PERFORMANCE FORM

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

Yes/No	Description
	The offeror has had a contract terminated for default or cause. If so, the offeror must submit full details, including the other party's name, address, and telephone number.
	The offeror has been assessed any penalties in excess of \$10,000, including liquidated damages, under any of its existing or past contracts with any organization (including any governmental entity). If so, the offeror must provide complete details, including the name of the other organization, the reason for the penalty, and the penalty amount for each incident.
	The offeror was the subject of any governmental action limiting the right of the offeror to do business with that entity or any other governmental entity.
	Trading in the stock of the company has ever been suspended with the date(s) and explanation(s).
	The offeror, any officer of the offeror, or any owner of a 20% interest or greater in the offeror has filed for bankruptcy, reorganization, a debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding.
	The offeror, any officer of the offeror, or any owner with a 20% interest or greater in the offeror has been convicted of a felony or is currently under indictment on any felony charge.

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

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

CANDIDATE EDUCATION AND TRAINING

Candidate's Name:

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

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

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

**CANDIDATE REQUIREMENTS
PROJECT MANAGER**

Note: The offeror may duplicate this form as necessary to demonstrate required experience.

Candidate's Name:

Requirement:

A minimum of 24 months of full-time experience as the Project Manager on projects where the offeror's proposed software solution was successfully implemented.

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

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

**CANDIDATE REQUIREMENTS
PROJECT MANAGER CONTINUED**

Candidate's Name:

Requirement:

The Project Manager proposed is a certified Project Management Professional (PMP).

Offeror Response:

Offeror must provide a copy of Project Management certification paperwork that demonstrates the requirement.

**ATTACHMENT NINE
COST SUMMARY**

Cost Summary Requirements.

Please provide a description of all services necessary to complete the Project properly in your quoted fees. Also provide a description and cost for all relevant optional services. Specify relevant assumptions used in fee determination. Confirm that you are offering a guaranteed pricing for all years listed below.

All proposed cost must be clearly listed in the forms provided.

The following table provides an outline of the health information services the State of Ohio seeks to purchase. Because different companies may have different pricing structures (e.g., flat fee for all services, fee per data source, fee per software component, hourly fee, etc.), it is imperative that you provide the greatest amount of detail possible. The State realizes that each of the annual services listed below may not be applicable to each offeror. While you do not have to fill in and return the actual form below, you should follow the basic format.

Cost Assumptions. Base your cost summary on the following assumptions:	
Members in database (approximately)	132,000
Historical Data	36 months
State Users	6 (with simultaneous use)

Data Feeds	
Plan Name and Type	Current Enrollment
Med Ohio Health Plan – Medical Mutual	80,000 covered lives
Aetna Self-funded HMO Plan	25,200 covered lives
United Health Care Self-funded HMO Plan	19,400 covered lives
Medco (PBM)	80,000 covered lives
Bureau of Workers' Compensation, State of Ohio	60,000+ employees
Disability Leave Plan, State of Ohio	55,000 employees
Payroll (eligibility data)	60,000 employees
United Behavioral Health	53,000 employees
Matria (participation and all electronic fields available)	10,000 covered lives, this is for the Ohio Med Plan only.

**ATTACHMENT NINE
COST SUMMARY - Continued**

A. Integrated Decision Support Services

A. Integrated Decision Support Services	Cost
{Insert Task/Deliverable/milestone name}	
Other (Please described in detail)	
Total Not To Exceed Fixed Price Integrated Decision Support Services Costs:	\$

B. Integrated Decision Support Software Licenses

Integrated Decision Support Software Licenses	One-Time Fees
{Insert Applicable Software Licenses Description}	
Other (Please described in detail)	
Total Not To Exceed Fixed Price Integrated Decision Support Software License Costs:	\$

C. Basic Services for On-Going Product Support

Basic Services	5/01/07 – 6/30/07	Year 1 7/1/07 – 6/30/08	Year 2 7/1/08 – 6/30/09	Year 3 7/1/09 – 6/30/10	Year 4 7/1/10 – 6/30/11
Quarterly Basic Services					
Quarterly Updates	\$ 0.00				
Other (Please describe in detail)	\$ 0.00				
Monthly Basic Services					
Hosting and Maintenance Fees	\$ 0.00				
User Training	\$ 0.00				
User Support	\$ 0.00				
Other (Please describe in detail)	\$ 0.00				
Total Basic Services Costs by Fiscal Year:	\$ 0.00	\$	\$	\$	\$
Total Not To Exceed Fixed Price Basic Annual Services Costs:					
					\$

Total Not To Exceed Fixed Price Costs (total of A., B. and C.):	\$
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Note: Basic Services for year one will commence upon final implementation and acceptance of the Integrated Decision Support solution by the State. The offeror's basic services costs will be prorated for year one dependent upon final acceptance date. Quarterly and Monthly Basic Services will be invoiced by the Contractor and payments made by the State as documented in Attachment Two: Work Requirements and Special Provisions.

**ATTACHMENT NINE
COST SUMMARY - Continued**

D. Optional Services & Software

Optional Services & Software	Cost	Frequency (e.g., monthly, annual, one-time, etc.)
Analytical Services		
Optional Software Modules (e.g., Scorecarding, Financial Modeling)		
Cost for Monthly Database Updates (instead of quarterly)		
Cost of having 60 months of Historical Data (instead of 36)		
Additional data sources known: Medical Pharmacy Health Risk Assessment		
Additional data sources unknown: Medical Pharmacy Health Risk Assessment		
Other (Please describe in detail)		
Total Optional Services Costs	\$	

E. Professional Services

Position Title (Labor Category)	Hourly Rate
{Insert Position Title or Labor Category (e.g. Project Manager, Technical Lead, Developer, etc.)}	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$