

# REQUEST FOR PROPOSALS

RFP NUMBER: 0A1034  
DATE ISSUED: February 14, 2008

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

## Senior IMS Database Administrators (3) RFP

INQUIRY PERIOD BEGINS: February 14, 2008  
INQUIRY PERIOD ENDS: March 6, 2008  
OPENING DATE: March 13, 2008  
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

This RFP consists of five parts and Eight attachments, totaling 84 consecutively numbered pages. Supplements also are attached to this RFP with a beginning header page and an ending trailer page. Please verify that you have a complete copy.



## PART ONE: EXECUTIVE SUMMARY

**Purpose.** This is a Request for Competitive Sealed Proposals (“RFP”) under Sections 125.071 and 125.18 of the Ohio Revised Code (the “Revised Code”) and Section 123:5-1-8 of the Ohio Administrative Code (the “Administrative Code”). The Ohio Department of Job and Family Services has asked the Office of Information Technology to solicit competitive sealed proposals (“Proposals”) for a team of three Senior IMS Database Administrators (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, 2008, whichever is sooner. The State may renew this Contract for up to five 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 Ohio Department of Job and Family Services.

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

**Background.** The Ohio Department of Job and Family Services (ODJFS) is a cabinet level agency consisting of the offices identified below.

- Office of the Director
- Chief Inspector
- Child Support
- Children and Families
- Communications
- Contracts and Acquisitions
- Employee and Business Services
- Family Stability
- Fiscal Services
- Legal Services
- Legislation
- Local Operations
- Management Information Services
- Ohio Health Plans
- Research, Assessment & Accountability (ORAA)
- Unemployment Compensation
- Workforce Development

ODJFS was created by the merger of the Office of Human Services and the Bureau of Employment Services. There are about 3,500 full-time employees. The executive offices which administer the department’s many programs and services are described below.

## **PROGRAMS AND SERVICES**

ODJFS develops and oversees programs and services designed to help Ohioans become independent through education, employment, job skills, and training. Other ODJFS programs help to ensure a safe and healthy environment for individuals and families who need help caring for their basic needs due to temporary or permanent situations. ODJFS strives to enhance the quality of life for Ohioans by supporting the delivery of health and human services programs. A major responsibility of the department is to work with county departments of job and family services, county child support enforcement agencies, and county public children's services agencies to develop social service programs to strengthen families, protect children, and provide children with the opportunity for a better life. Children's services programs and child support services are administered by each county.

## **FUNDING AND ADMINISTRATION**

Programs are funded by state and federal government and some are administered locally by county offices of job and family services (CDJFS), county public children's services agencies (PCSAs), and county child support enforcement agencies (CSEAs). Other programs, including Unemployment Compensation, are administered directly by ODJFS. More than \$8 billion of the annual budget goes to the Medicaid program to provide health care to children, pregnant women, families, the elderly and Ohioans with disabilities who have limited income. About \$1.2 billion in state and federal welfare funds each year provides families with cash assistance, child care assistance, work support and emergency assistance.

## **Management Information Services**

### **Overview**

The Office of Management Information Services (MIS) works to support the business functions and the delivery of health, human, and employment services through the application of information technology. MIS supports the delivery of programs to millions of recipients through the development and round-the-clock operation of automated information systems. Due to the number of end-users and technologies supported, MIS is one of the largest and most complex IT organizations within Ohio state government. MIS is staffed by over 1,000 state and contract employees.

### **Mission**

The Office of Management Information Services exists to serve our customers: ODJFS Offices, county offices and agencies, and medical providers. IMS works to provide cost-effective leadership, operational support and quality services relative to the application of information technologies. MIS continuously strives to improve the quality of MIS products and support services through innovative leadership, customer interaction, and active employee participation.

### **Organization**

MIS is comprised of five bureaus separated into two logical groupings which support the mission of MIS. The following is a description of each of the five bureaus:

## **Operations & Technology**

### **Bureau of Information Systems Support (BISS)**

BISS is responsible for the operational aspects of the ODJFS automated systems including maintenance and tuning of the systems' databases, providing technical support, and administering all aspects of security and disaster recovery planning.

### **Bureau of Network Support (BNS)**

BNS is responsible for the monitoring, administration, maintenance, and service of the ODJFS Wide Area Network (WAN), supporting over 30,000 nodes (workstations and printers), 400 servers, and 500 network devices (routers, switches, and hubs).

## Development

### **Bureau of Employment Services Support (BESS)**

BESS is responsible for the development, maintenance, and enhancement of all application software supporting the major program areas that are administered by the Office of Unemployment Compensation (OUC) in coordination with the Office of Local Operations and the Office of Workforce Development.

### **Bureau of Services to Families Support (BSFS)**

BSFS is responsible for the development, maintenance, and enhancement of all application software supporting eligibility systems, medical systems, child welfare, and child support.

### **Bureau of Operations Support (BOSS)**

BOSS is responsible for the development, maintenance, and enhancement of all application software supporting legal, fiscal, personnel, training, Chief Inspector, ORAA, and communications.

## **Enterprise Data Management Section**

The Enterprise Data Management section, part of BISS, supports the database needs for ODJFS using IBM DB2, Oracle, Microsoft SQL Server, IBM IMS and MySQL database management software products. Supported services include production migration, production monitoring, security, data management, notification, maintenance, backup, recovery, and application support. These services support the development and production databases providing installation, configuration, tuning, and monitoring.

The IMS support group, consisting of five full time staff, provides support services on a 24x7x365 basis for the IMS development and production databases. The IMS databases support the Child Support (Support Enforcement Tracking System) and Medicaid (Client Registry Information System – Enhanced) applications. There are currently 454 production databases with a data storage size of 1.116 TB and 5,772 non-production databases with a data storage size of 3.047 TB. The IMS database systems currently process approximately 10 million transactions per day supporting a client base of 18,000 users across the State. The IMS database system version 9.0 is installed on an IBM Mainframe 2064-1C6 running Z/OS 1.7. A conversion to High Availability Large Database (HALDB) storage method is in process and will be completed prior to the award of this RFP. Data is stored on Direct Access Storage Devices (DASD). The host mainframe is located at the OIT State of Ohio Computer Center (SOCC), 1320 Arthur E. Adams Drive Columbus, Ohio 43221-3595.

## **Network**

The statewide network is a large heterogeneous TCP/IP-based, loosely connected network supporting ODJFS facilities as well as social service offices in the 88 Ohio counties. The existing internal TCP/IP network is one large un-segmented network providing connectivity for all of the applications currently supported by the State. A new network topology is currently being implemented which will provide isolated network segments reducing the interdependencies and network visibility and security concerns of the State OIT customers.

In an effort to maintain the quality of service, maintain current State staffing levels, provide an increased set of services, and support new applications, ODJFS plans to reallocate current IMS database staff to the Oracle and IBM DB2 databases. To support this effort, ODJFS has determined that outsourcing the IMS database support is the best business solution.

The purpose of this RFP is to solicit proposals from prospective offerors who can provide resources to perform the existing IMS database administration services using the ODJFS service request process and current set of database management tools.

All Contractor personnel that will provide the ODJFS IMS database support must sign a Code of Responsibility agreement (ODJFS Form 7078, Supplement Three) for each server supported prior to being granted access to the ODJFS databases.

Below is a brief description of the two major IMS applications supported by the ODJFS.

## **Client Registry Information System – Enhanced (CRIS-E)**

### **CRIS-E Purpose**

In the mid 1980's, the Federal government mandated that all states develop improvements to the manual, error prone state procedures associated with the Aid to Dependent Children (ADC), Food Stamp and Medicaid benefits processing. In 1992, CRIS-E was implemented to provide a statewide, automated solution to assist county caseworkers with eligibility determination (Ohio Works First (OWF) cash, Food Stamp and Medicaid) and provide benefits issuance. In the mid 1990's, an automated Child Care administration component was added to CRIS-E to assist in State budget management and facilities licensing tracking. Working through the various ODJFS program and policy offices and county operational groups, CRIS-E continues to provide and improve the online, real time processes, access and the nightly batch processing which directly assists county and State administration of the OWF, Food Stamp, Medicaid and Child Care programs.

### **CRIS-E Scope**

CRIS-E automates all county caseworker support activities from scheduling appointments, taking applications, assigning benefits eligibility and actually distributing benefits to clients. CRIS-E has over 18,000 real time users in Ohio, located in all 88 counties as well as grouped in regional and central office sites.

### **CRIS-E Technical Approach**

CRIS-E is a legacy system hosted on an IBM mainframe at the SOCC. Utilizing existing statewide network capacity, the mainframe is networked to county and central site users in an online, real time environment. The mainframe system mainly employs COBOL, IMS, and Telon software tools to develop and maintain over 2700 programs. The programs support online processes and nightly, weekly, and monthly batch cycles, providing access to over 100 IMS databases. The production online system processes in excess of 2,500,000 transactions daily. Current transaction counts are greater than 5,000,000 transactions per day.

### **CRIS-E Success Criteria**

Over 99% system online availability each scheduled day (not including scheduled maintenance times) is the primary success criteria in addition to the ability to issue hundreds of thousands of OWF cash warrants, Food Stamps and Electronic Benefits Transfer (EBT) transactions on time with 100% accuracy. CRIS-E supports over 18,000 users servicing those who need assistance and success is measured by ensuring that the case workers can quickly provide services to those in need.

## **Support Enforcement Tracking System (SETS)**

### **SETS Objectives**

ODJFS is responsible for program development and administrative support for the Child Support Enforcement Program under Title IV-D of the Social Security Act. ODJFS developed SETS to manage the Child Support Enforcement Program to meet the requirements mandated by the Family Support Act of 1988 and other mandated or revised requirements implemented since 1987. Ohio operates a county-administered, state-supervised social services system which is maintained and operated through 88 local Child Support Enforcement Agencies (CSEA). The main objective of SETS is to provide an online, central database with complete federally-mandated child support functionality distributed to each of its 88 CSEA offices. SETS is designed to support front-line child support professionals.

### **SETS Design Philosophy**

The SETS technical and functional design is patterned on the statewide, automated system that supports the Public Assistance Program in Ohio: CRIS-E. While the systems have been developed to support different programmatic objectives, their architecture and designs are similar in nature.

### **SETS Functional Overview**

SETS is designed in three primary functional areas: Case Establishment and Case Management (CM), Financial Management (FM), and Support Functions (SF). The CM and the FM functions are supported by the common administrative and maintenance infrastructure Support Functions. The Support Functions provide the basic navigation, database structure, and formatting standards common with CRIS-E. For individual processes within a program, such as screen layout and color, naming conventions, data formats, and subsystems such as reference tables, security, alert generation, and system help keys, CRIS-E provided a direct code transfer. For other functional subsystems, such as caseload management, notices, and report generation, CRIS-E provided the fundamental design philosophies upon which SETS is based.

### **SETS Data Management**

The following describes the core database structures and processes as well as case management and case inquiry activities in SETS.

#### **SETS Case Modes**

An individual Title IV-D case in SETS progresses through five core functional areas: intake, locate, paternity establishment, support establishment, and enforcement ongoing. These core functional areas are closely aligned with the life-cycle of a child support case. While a SETS case is active, it will reside in one of the five case mode types depending upon the event being processed.

#### **SETS Caseload**

A caseload is a grouping of individual SETS cases organized along county-defined parameters. Caseworkers are assigned to and assume primary responsibility for groups of cases. The SETS caseload structure is designed to be highly adaptable to the needs and structures of the county. A caseload can include cases of only one mode, cases of all modes, or any combination. The structure is designed in this manner to accommodate both generic and specialized county organizational structures. A specialized county structures caseloads to incorporate cases of only a certain case mode. For example, in a county that specializes in functional areas, a caseload and corresponding caseworker may only have cases while they are assigned to the locate mode and processing locate events. Once the locate functions have been completed, the case may be reassigned to the caseload and caseworker specializing in the paternity establishment functionality. Typically, a generic county assigns cases to caseloads and single caseworkers for the entire life-cycle of the case rather than transferring cases between caseloads as the case moves between case modes. In this situation, the caseworker is trained to conduct activities in all five case modes.

#### **SETS Financial Processing**

SETS includes a comprehensive child support financial management system. SETS processes daily, weekly, and calendar month-end batches. These batch processes allow SETS to maintain daily account balances throughout the monthly cycle while accurately reflecting arrearage calculations for each period.

#### **SETS Monthly Administration**

An order may be created with a weekly or biweekly obligation. SETS converts all charging frequencies to a monthly basis. All obligations are assumed to cover the period from the first to the last day of a given month. A partial month's period is handled by pro-rating the amount due for that month to the actual number of days the order was in effect.

#### **SETS Daily Processing**

The daily processing cycle handles new case generation, including case type determination; payment processing; and Public Assistance assignment and disbursement for non-Aid to Families with Dependent Children (AFDC) cases.

### **SETS Weekly Processing**

Public Assistance (PA) collections are disbursed to ODJFS during the weekly processing. These weekly disbursements are made to the State for all cases involving Public Assistance sub-accounts.

### **SETS Calendar Month-end Processing**

On the last day of the month, after all daily and weekly processing is complete; calendar month-end (CME) batch processing begins. The CME handles PA termination and the processing of grant information as well as cumulative monthly reporting.

To terminate a PA case, the arrears are calculated and the distribution determined before a new SETS case type can be selected for the terminating case. Terminating PA cases are then evaluated to calculate the ratio of assigned arrears totals to un-reimbursed PA amount. New assigned and unassigned arrearage balances are effective on the first day of the next calendar month. Based on the arrearage balance, the CME assigns the proper case type classification and allocation for outstanding arrearage sub-account balances.

Calendar month end also calculates arrearage, and charges for the next period. Prior to arrears calculation for all orders, CME evaluates the default and delinquency status of each order and subsequently saves the information into the Enforcement database for those records which are in default or delinquent. After arrears are calculated, arrearage sub-account balances are brought forward as the new month's beginning balance. At this point, monies held in future payment sub-accounts are applied to the order as applicable. For active PA cases or those with arrearages remaining from prior PA, distribution is determined. Any funds found to be in excess of the calendar month's grant amount or un-reimbursed past PA are disbursed directly to the obligee.

### **SETS Activity Audit Trail**

The Activity Audit Trail subsystem is used to record all activities conducted on a case by a caseworker or ODJFS worker on SETS requiring a database update. It is a comprehensive tracking mechanism for all online transactions. The inquiry screens for the caseworker audit trail contain data from the last 30 days. The case audit trail inquiry screens hold data for the last 30 activities processed on the case.

### **SETS Event Log Running Record Comments**

The event log provides a "bird's eye view" of the significant system and user generated events in a case. The log consists of system generated statements describing online and batch events such as the generation of a form or the closing of a case. The log also contains user generated statements in the form of Running Record Comments (RRC). The SETS user can enter free-form comments to further explain or add detail to the information captured on the screen. There is no system limitation to the number of RRCs that can be entered.

## **Child Care**

The Ohio Department of Job and Family Services is responsible for the regulation of out of home child care environments and the administration of the publicly-funded child care program. Child Care assistance is provided to eligible parents to keep Ohio's families engaged in work and training efforts, while on the road to self-sufficiency. Child care is the stabilizing force that contributes to skilled, healthy Ohioans, successful businesses and strong communities.

## **Family and Children's Service Information System (FACSIS)**

FACSIS is designed to automate and coordinate the information that supports the protection of children and families that are vulnerable to abuse, neglect, dependency, and exploitation. A new system, Statewide Automated Child Welfare Information System (SACWIS), will be replacing the FACSIS system to meet federal requirements. ODJFS is currently in the process of implementing SACWIS.

**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:

- Provide IMS database support through on-site administration and management of both planned activities and unplanned requests.
- Provide a continued high level quality of service which will allow ODJFS to reallocate current IMS staff in support of relational database management systems and their related applications.
- Provide quality IMS database care for the aging IMS systems (primarily supporting CRIS-E and SETS) by delivering quality database support, while new replacement systems are implemented by other contractors and ODJFS staff. Replacement systems will not impact the planned and unplanned activity load for the next four to six years.
- Provide timely and informative management reports of key process indicators which will allow ODJFS MIS staff the ability to manage customer relationships within ODJFS.
- Transition the IMS database services from multiple contractors and ODJFS staff to a single contractor with three database administrators within 60 business days after Project Work begins.

**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.

ODJFS seeks to transfer responsibility for its current IMS database support to a team of three on-site senior database administrators from a single Contractor (Contractor's staff). The Contractor's staff will administer the development and production IMS database environments, with compensation provided through time reporting. The Contractor's staff will utilize a single point of contact, through the existing ODJFS Enterprise Data Management Section service request process. Technical issues not resolvable by the Contractor's staff must be referred to the ODJFS Mainframe System Support group, other clearly defined support groups, or the appropriate vendor support group for resolution (e.g., a technical issue with the BMC Tool Suite would be referred to the BMC technical support staff) and tracked by the Contractor's staff through resolution.

The Contractor's staff must perform a proactive set of planned activities to monitor the health and performance of the IMS databases, mainly supporting the CRIS-E and SETS applications and their supporting databases. The Contractor's staff must support and adjust the databases as needed for the IMS applications as their usage and storage evolves. The Contractor's staff must proactively monitor the data growth, DASD requests for additional space, IO usage, application characterization, and nightly batch performance which are critical to maintain the quality of service. The contractor's staff will also manage and triage unplanned service requests received ensuring service exceeding customer's expectations in both quality and timeliness as specified in the Service Level Agreement (SLA) in Attachment Two, Section 9.0.

The Contractor's staff will work with State IMS staff and technical consultants to exceed customer expectations as the ODJFS IMS systems evolve, including new projects which will require IMS database support.

**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 14, 2008
Inquiry Period Begins:	February 14, 2008
Inquiry Period Ends:	March 6, 2008, at 8:00 a.m.
Proposal Due Date:	March 13, 2008, at 11:00 a.m.

Estimated Dates

Award Date:	April 21, 2008
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Estimated Work Dates

Work Begins:	May 1, 2008
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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, 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 eight 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:**

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

**Supplements:**

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|------------------|---|
| Supplement One   | W-9 Form                                      |
| Supplement Two   | Vendor Information Form                       |
| Supplement Three | ODJFS Form 7078                               |
| Supplement Four  | Declaration of Material Assistance Form (DMA) |

### 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:

Dennis Kapenga  
Acquisition Analyst  
Office of Information Technology  
Acquisition Management Office  
30 East Broad Street, 39<sup>th</sup> Floor  
Columbus, Ohio 43215

During the performance of the Work, a State representative (the "Work Representative") will represent the Ohio Department of Job and Family Services and be the primary contact for the Work. The State will designate the Work 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.

The State does not consider questions asked during the inquiry period through the inquiry process as exceptions to the terms and conditions of this RFP.

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

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

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

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

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

**Proposal Submittal.** Each offeror must submit a technical section and a cost section as part of its total Proposal before the opening time on the Proposal due date. The offeror must submit the technical section as a separate package from the cost section of its Proposal, and each section must be submitted in its own separate, opaque package. The package with the technical section of the Proposal must be sealed and contain one originally signed technical section and six copies of the technical section, and the package with the cost section also must be sealed and contain two complete copies of the cost section of the Proposal. Further, the offeror must mark the outside of each package with either “Senior IMS Database Administrators (3) RFP – Technical Proposal” or “Senior IMS Database Administrators (3) 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, 40<sup>th</sup> 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 interest to accept and may decide not to award a contract to any or all of the offerors responding to this RFP.

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

All Proposals and other material 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 confidential information in a Proposal or other material submitted as part of the evaluation process. All Proposals will be open to the public after the State has awarded the Contract.

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

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

**Multiple or Alternate Proposals.** The State will accept multiple Proposals from a single offeror. Each proposal must be complete, packaged separately and will be evaluated independently. Each proposal must comply with all requirements of this RFP. The State will not accept 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.

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

**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. Requests for more information;
5. Determination of responsibility; and
6. Contract Negotiations.

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

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

Corrections and clarifications must be completed off State premises.

**Initial Review.** The State will review all Proposals for their format and completeness. The State normally rejects incomplete or incorrectly formatted Proposals, though it may waive any defects or allow an offeror to

submit a correction, if the State believes doing so would not result in an unfair advantage for the offeror and it is in the State's interest. Further, if the Auditor of State does not certify a Proposal due to lateness, the State will not open it. After the initial review, the State will forward all timely, complete, and properly formatted Proposals to an evaluation team, which the Procurement Representative will lead.

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

The State also may have the Proposals or portions of them reviewed and evaluated by independent third parties or various State personnel with experience that relates to the Work or to a criterion in the evaluation process. Additionally, the State may seek reviews from end users of the 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 Work Manager position may not be used to meet any other team member requirements. Each candidate proposed for the Work team must meet at least one of the requirements.

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

If the State does not receive any Proposal that meets all the mandatory requirements, the State may cancel this RFP. Alternatively, if the State believes it is in its interest, the State may continue to consider the highest-ranking Proposals despite their failure to meet all the mandatory requirements. In doing this, the State may consider one or more of the highest-ranking Proposals. But 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 requirement contained in the technical evaluation phase, if that information is relevant to the requirement. In checking an offeror's or any of its proposed candidates' or subcontractors' references, the State will seek information that relates to the offeror's previous contract performance. This may include performance with other governmental entities, as well as any other information the State deems important for the successful operation and management of the Work and a positive working relationship between the State and the offeror. In doing this, the State may check references other than those provided in the offeror's Proposal. The State also may use information from other sources, such as third-party reporting agencies.

**Financial Ability.** Part of State's determination of an offeror's responsibility may include the offeror's financial ability to perform the Contract. This RFP may expressly require the submission of audited financial statements from all offerors in their Proposals, but if this RFP does not make this an express requirement, the State still may insist 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, provided the State does not plan to reissue the RFP. If the State plans to reissue the RFP, the Contract file will not be available until the subsequent RFP process is completed. Unless the State agrees otherwise in writing, the offeror must draft and sign the written changes and submit them to the State within five business days. If the State accepts the changes, the State will give the offeror written notice of the State's acceptance, and the negotiated changes to the successful offer will become a part of the Contract.

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

## PART FIVE: AWARD OF THE CONTRACT

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

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. The offeror must sign and return the two originals to the Procurement Representative. The Contract will bind the State only when the State's duly authorized representative signs all copies and returns one to the Contractor with an award letter, the State issues a purchase order, and all other prerequisites identified in the Contract have occurred.

The Contractor must begin work within 15 business days after the State issues a purchase order 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. The one-page Contract (Attachment Five) in its final form;
2. This RFP, as amended;
3. The documents and materials incorporated by reference in the RFP;
4. The Contractor's Proposal, as amended, clarified, and accepted by the State; and
5. The documents and materials incorporated by reference in the Contractor's Proposal.

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

## ATTACHMENT ONE: EVALUATION CRITERIA

**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. The Technical Proposal score will be the sum of the three proposed offeror candidates Personnel Requirements scores.

**Personnel Requirements.** Each of the three proposed offeror candidates will be scored separately using the following criterion and weights:

<b>Mandatory Requirements.</b> Each offeror candidate must meet each of the three candidate mandatory requirements to be considered for this project. If any one of the three proposed candidates fails to meet a mandatory requirement, the State may reject the entire proposal.					
	Weight	Does Not meet	Meets	Exceeds	Greatly Exceeds
1. 96 months experience in IMS batch and on-line performance monitoring and tuning techniques.	40	Reject	3	5	7
2. 24 months experience with TSO/ISPF on-line editor.	20	Reject	3	5	7
3. 60 months IMS database analysis experience using IMS/DB/DC with DBRC/IRLM block level sharing	30	Reject	3	5	7
<b>Scored Criteria.</b> Each offeror candidate meeting the three mandatory requirements above will be scored on each of the following criterion and weights:					
	Weight	Does Not meet	Meets	Exceeds	Greatly Exceeds
4. Bachelor or higher level degree in computer studies	20	0	3	5	7
5. 24 months experience using BMC database administration tools in an IMS environment	50	0	3	5	7
6. 60 months experience acting as a senior database administrator team lead on an IMS database project where one of the team lead project assignments lasted a minimum of one year	50	0	3	5	7
7. 60 months experience leading large, complex database design projects where there were minimums of 50 – 100 hierarchical direct access method (HDAM) databases using secondary indexes, logical relationships, VSAM & OSAM access methods.	50	0	3	5	7
8. 60 months of system analysis design involving hierarchical direct access method (HDAM) database	50	0	3	5	7
9. 96 months of IMS database design and programming experience	50	0	3	5	7
10. 24 months experience administering IMS version 9.0 or higher	50	0	3	5	7

11. 24 months of Software Configuration Language Management (SCLM) experience	10	0	3	5	7
12. 36 months experience using ERWIN, CA Repository, Model Mart, or other modeling tools	20	0	3	5	7
13. 24 months experience using Omegamon	20	0	3	5	7
14. 36 months experience programming in COBOL	20	0	3	5	7
15. 36 months experience administering database partitioning or dataset grouping for IMS databases	20	0	3	5	7
16. 24 months experience administering high availability databases (HALDB)	20	0	3	5	7
17. 36 months administering hardware / software compression	20	0	3	5	7
18. 36 months using system managed storage (SMS)	20	0	3	5	7
19. 36 months using IBM's Data Dictionary	30	0	3	5	7
20. 12 months experience using Dimensions by Serena as a problem management system.	20	0	3	5	7
21. 24 months experience providing IMS database support using RMF.	20	0	3	5	7

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

<i>Criteria</i>	<i>Percentage</i>
Technical Proposal	70%
Cost Summary	30%

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

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

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

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

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

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

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

## **ATTACHMENT TWO: WORK REQUIREMENTS AND SPECIAL PROVISIONS**

### **PART ONE: WORK REQUIREMENTS**

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

**Scope of Work.** The State will provide oversight for the Work, but the Contractor's lead IMS database administrator must provide overall Work management for the tasks under this Contract, including the day-to-day management of Contractor staff. The Contractor also must assist the State with coordinating assignments for State staff, if any, involved in the Work. ODJFS will provide administrative support for on-site Contractor staff and activities. During the Planning and Knowledge Transfer, Transition and Post Transition Phases, the Contractor must employ ongoing management techniques to ensure a comprehensive Work Plan is developed, executed, monitored, reported on, and maintained. After acceptance of the Post Transition Phase, the Contractor must employ ongoing management techniques to ensure a tuned and managed set of IMS databases are maintained to support ODJFS' user needs.

The Contractor must provide a Primary Contractor Contact for the Work. The Contractor must employ the proposed Primary Contractor Contact as a regular, fulltime employee on the Proposal submission date and throughout the term of the Contract, including all renewals of it. The Primary Contractor Contact will be the State's initial point of contact for status, problem and issue resolution not addressed as part of normal day-to-day processes and will be responsible for prioritizing and escalating issues within the Contractor's organization.

The Contractor's staff must use the current ODJFS Enterprise Data Management Section service request process as a single point of contact for all work requests. The service request process uses Serena Dimensions Version 9 software to track unplanned database support requests for the development and production IMS database users. The Contractor's staff must refer, resolve, monitor through resolution, and perform root cause analysis as needed for all support requests related to the development and production IMS database environments.

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

All Contractor staff assigned to this Project must sign the ODJFS Code of Responsibility (Form JFS 07078) prior to accessing ODJFS applications and data. ODJFS reserves the right to conduct background checks, security investigations and audits. All data storage, management, transmission, and sharing with external entities must follow ODJFS and State policies and procedures for Personal Health Information (PHI), HIPAA, and Personal Identification Information (PII). The policies and procedures will be provided during the Planning and Knowledge Transfer Phase. All data transfers must remain encrypted utilizing secure versions of FTP and scripting tools.

The Contractor's staff must assume responsibility for all IMS database support activities within 60 business days after Project Work begins. The Contractor's staff must resolve all database and tool technical issues directly with the associated support group (e.g., IBM), ODJFS management, and the ODJFS Mainframe System Support group.

**Project Phases** – ODJFS will transition the IMS database support from the current support staff in three phases: Planning and Knowledge Transfer Phase, Transition Phase and Post Transition Phase as described below.

**Planning and Knowledge Transfer Phase** – During this phase the Primary Contractor Contact and Contractor staff must complete all initiation tasks and compile all required documentation for knowledge transfer and transition. ODJFS will provide all policies, procedures, best practices and documentation needed for knowledge transfer. This phase will be accepted upon receipt and

acceptance by ODJFS of all Deliverables defined within the Planning and Knowledge Transfer Phase. Upon acceptance of this phase, the Contractor may submit an invoice for the Planning and Knowledge Transfer Phase Cost as identified in the Cost Summary in Attachment Eight. This phase has a suggested duration of 30 business days and includes, at a minimum, the following Deliverables:

- Identify Primary Contractor Contact
- Identify a lead IMS database administrator within the Contractor's proposed staff to provide leadership, coordination and communication.
- Project kickoff meeting
- Finalized Project Plan
- Schedule of project meetings
- Process flow diagram for planned activities and unplanned requests including issue management, escalation and descriptive narrative
- Documentation gathering
- Performance Management plan
- Risk identification and analysis

After acceptance of the Planning and Knowledge Transfer Phase Deliverables, the Contractor's staff must begin the Transition Phase.

**Transition Phase** – The Contractor's staff must work with ODJFS staff at ODJFS facilities to perform all IMS database services. The Contractor's staff will assume more responsibility as the Transition Phase progresses. This phase will be accepted after the Contractor's staff has assumed responsibility for all planned activities and unplanned requests. Upon acceptance of this phase, the Contractor may submit an invoice for the Transition Phase Cost as defined in the Cost Summary in Attachment Eight (using 120 hours for each listed person as the billing basis). This phase has a suggested duration of 15 business days. If more than 15 business days are required, the Contractor will only be compensated for the maximum 360 hours.

After acceptance of the Transition Phase, the Contractor's staff must begin the Post Transition Phase.

**Post Transition Phase** – The Contractor's staff must perform all planned activities and unplanned requests successfully for 15 consecutive business days without significant ODJFS interaction. Significant interaction by ODJFS will restart the 15 day count for this phase. ODJFS will monitor all activities and be available to provide assistance as necessary. Upon acceptance of this phase, the Contractor may submit an invoice for the Post Transition Cost as defined in the Cost Summary in Attachment Eight (using 120 hours for each listed person as the billing basis). This phase has an expected duration of 15 business days. If more than 15 business days are required, the Contractor will only be compensated for the maximum 360 hours.

## 1.0 Support Services

The Contractor's staff must provide the following support services to all development and production IMS database users at levels meeting the Service Level Agreement (SLA) described in Section 9.0.

### 1.1 24x7x365 Support Services

The Contractor's staff must provide 24x7x365 support at the hourly rates defined in the Cost Summary in Attachment Eight for the following services to resolve problems and issues with the development and production IMS databases, applications and systems. The Contractor's staff must track all incidents, through resolution, using the ODJFS Enterprise Data Management Section service request process.

- Disaster Recovery on-site response, as required, to restore ODJFS client services at either a primary or secondary recovery site.

- Response to database and system monitoring tools which provide a set of active (immediate) and passive (next day) alert events.
- Immediate call response for ODJFS production control and scheduling units during daily online and nightly batch processing according to a published daily, weekly, yearly, and seasonal schedule.
- Troubleshooting, including issue stabilization, root cause analysis, and long term corrective action for issues affecting IMS applications.
- Database reorganizations as required by the applications. Reorganizations must be proactively managed and monitored through the use of the ODJFS monitoring tools.
- Performance management, measurements, and tuning (e.g., CPU, memory, and DASD availability) in accordance with the defined application daily, weekly, and seasonal operational characterization identifying trends in consumption before the application's clients are impacted.
- Program Specification Block (PSB) changes, as requested by the developers, per ODJFS best practices identified during the Planning and Knowledge Transfer Phase.
- Provide monitoring and request file system changes through the ODJFS Mainframe System Support group.
- Coordination and resolution of problems and issues with other contractors, support groups, ODJFS management, and other affected parties as needed in a team fashion. This may include attendance and active participation in meetings and team activities. Team member participation may occur remotely or on-site as mutually agreed upon by ODJFS and the Contractor. If the situation warrants, ODJFS management may invoke a disaster status requiring prolonged on-site attendance of the Contractor's staff.

## 1.2 Scheduled and Coordinated Activities

The Contractor's staff must schedule and coordinate with ODJFS the following activities. All activities must follow existing ODJFS processes (i.e., production migrations must follow the established ODJFS production migration process) provided during the Planning and Knowledge Transfer Phase. The Contractor's staff must track all activities through resolution for inclusion on the monthly report.

- Production Migrations – The Contractor's staff must follow the published production migration calendar including release planning activities with ODJFS developers.
- Preventative Maintenance – The Contractor's staff must follow the published production maintenance calendar including planning activities with ODJFS developers and the ODJFS Mainframe System Support group.
- Database Backups – The Contractor's staff must follow a defined application backup schedule for production and development environments.
- Database Restores – The Contractor's staff must perform database refreshes following testing iterations and other planned activities.
- Daily, weekly, and monthly operational reports - The Contractor's staff must produce ad-hoc reports to support the proactive monitoring and issue management activity as required.
- Production Environment Capacity Management – The Contractor's staff must provide proactive management through active and passive monitoring for CPU, I/O, disk access, and memory utilization patterns.
- Documentation Maintenance - The Contractor's staff must maintain the IMS application operational document sets (e.g., change logs and storage configurations) to accurately reflect the operational system status and previous activity.

## 1.3 Support and Planning Information

The Contractor's staff must provide ODJFS with timely information related to the following. This information will either be the result of an ODJFS request or a proactive response by the Contractor's staff.

- Capacity Planning – Characterize usage and anticipate needs relating to CPU, I/O, memory, and data storage.
- Risk Assessment & Management – Identify, present to management (Contractor and ODJFS), and assist in managing the set of risks on an ongoing basis.

- Cost Reduction Efforts – provide efficient operation through the identification and implementation of continued cost reductions as tools and database software evolve.
- Data Dictionary Support – actively manage, maintain a current copy, and provide data dictionary information as requested by ODJFS.
- Application support for development and production, including PSB recommendations which best fit the needs of the affected applications.
- Change Management for all production executables, including script files, database management software patches, software tools, and scheduling activities utilizing the Software Configuration Library Manager (SCLM) or other configuration management software as appropriate.
- Auditing – Respond to audit requests from ODJFS internal and external auditing staff in a timely manner (within 10 business days). The Contractor must participate in security and process audits.
- Adherence to and recommendations for improvements of standards and best practices as defined in the document set provided during the Planning and Knowledge Transfer Phase.

#### 1.4 **Out of Scope Activities**

The Contractor's staff is NOT responsible for the items listed in this section. The Contractor's staff must have a clear understanding of each item to interact with and provide information to ODJFS either proactively or upon request. Strategic applications, architecture, and standards will evolve and change over time. Changes will be communicated to Contractor staff as part of performance management through regular meetings with ODJFS management.

- Product Evaluations – ODJFS will provide the Contractor's staff with the consensus group recommendations for any products which impact the Contractor's staff.
- Server hardware builds – ODJFS or OIT will perform any server hardware builds. The Contractor's staff must provide information and recommendations to assist in the planning for any hardware changes.
- Hardware & Firmware upgrades – ODJFS or OIT will perform all hardware and firmware upgrades. The Contractor's staff must actively participate in testing activities to validate successful upgrades.
- Disaster Recovery and Business Continuity management (DR/BC) – ODJFS will be responsible for planning and managing DR/BC functions. The Contractor's staff must keep current with ODJFS DR/BC documentation and procedures.
- Network Services Administration – including: Directory Services, Terminal Service, File and print Services, DNS, File System Permissions etc.
- Mainframe System Administration – except for database activities covered under the SLA.
- Mainframe Operating System Level Backup and Recovery – ODJFS or OIT will conduct backup and recovery operations. The Contractor's staff must identify the exclude and include lists for all database system backups.
- Anti-Virus and Spam software installation and configuration. ODJFS or OIT will install and configure all anti-virus and spam software. The Contractor's staff must use the installed software.
- Messaging services installation and configuration.
- Non-database related software security management.
- Middleware installation, configuration, and management.
- Mainframe Operating System level group and user account administration.

#### 1.5 **Planned DBA Activities**

The Contractor's staff must perform the following planned activities to maintain the operational efficiency of the IMS database applications and systems.

- Database performance characterization (daily, weekly, monthly, seasonal, yearly) including recommendations for improvement.
- Validate backups completed successfully, understand and reschedule failures that occur.

- Monitor daily database performance related to I/O, CPU, and memory utilization. Analyze trends and data to make proactive recommendations to optimize database and application performance.
- Review active or passive events on a daily basis as part of a proactive planning process.
- Review and adjust, as needed, active and passive monitored event thresholds for each IMS application.
- Monitor online and nightly batch performance. Make scheduling changes to provide better performance.
- Production migration, as scheduled, including planning meetings to review migration plans and roll back procedures.
- Database reorganizations on a scheduled basis and as needed to ensure application performance.
- Planned database maintenance including upgrades and environment validation after other subsystems (I/O, Storage, etc.) have changed.
- Monitor auxiliary storage usage relating to available space and adjust as necessary.
- Testing and validation of installed software packages quarterly, (IBM and other vendors) providing issue identification, resolution, and tracking.

#### 1.6 **Unplanned DBA Requests**

The Contractor's staff must perform the following unplanned requests in accordance with the SLA set forth in Section 9.0.

Unplanned requests may include, but are not limited to:

- PSB Changes
- New PSB
- New Transaction (PC Emulator)
- New Transaction (Mainframe)
- GSAM Name
- GSAM DBD
- GSAM PCB Mask
- SSA (new or change)
- SSA, With New Search Fields
- Copybook Change-existing fields
- Copybook Change-new fields
- Repoint SETSCONV Startup Deck
- Refresh Test from latest PROD: CONV, CONV01, FIX2, AUDT
- Refresh AUDT from PRODAUDT
- Refresh Test from PROD point-in-time: CONV, CONV01, FIX2, AUDT
- Backouts of Applied Changes
- IRLM Lock Removals
- Refresh of BTS Region
- Base Backup of Environment
- Restore Base Backup
- Secondary Index Change
- Increase Segment Length
- Add New Segment
- Create New Database
- Miscellaneous Requests

#### 2.0 **ODJFS Enterprise Data Management Section Service Request Process**

The Contractor's staff must use the ODJFS Enterprise Data Management Section service request process which employs Serena Dimensions Version 9 software to receive and monitor, through resolution, all IMS database service requests. In addition, the Contractor's staff must track and preserve a record of all other service requests (e.g., email) related to the IMS database

environment. The ODJFS service request process will be documented in detail during the Planning and Knowledge Transfer Phase. Serena Dimensions Version 9 (<http://serena.com/US/products/dimensions>) supports request management, process control, and release management for the ODJFS MIS users with secure access through both thick client desktop installs and web based thin clients. The Serena Dimensions web based interface must be utilized by the Contractor's staff. The Dimensions product provides a defined process flow for service requests and provides notifications when requests change state in the process flow.

### 3.0 Reporting and Analysis

All required reporting and analysis documents will be determined during the Planning and Knowledge Transfer Phase. The Contractor's staff must develop the following reports and analysis documents at a minimum:

- Weekly performance reports documenting the performance of the database management systems.
- Weekly and monthly availability reports documenting the system availability during published operational hours.
- Monthly change reports documenting the planned and unplanned application changes supported during the production migration process.
- Monthly service request frequency and resolution times documenting the completed planned activities and unplanned requests.
- As needed production incident explanation reports to address a database or application outage.
- Contractor staff participation may be required to assist other application support areas to fully define the root cause and resolution of issues.

### 4.0 Notices

The Contractor's staff must follow the existing notification process as defined by ODJFS Production Control in the event of abnormal system or application behavior. ODJFS Production Control will coordinate all notification activities in accordance with the notification process. The ODJFS Production Control notification process will be provided in detail in the Planning and Knowledge Transfer Phase. Full contact information, including 24 hour access, for all Contractor staff must be provided during the Planning and Knowledge Transfer Phase.

4.1 The Contractor's staff must provide hourly status updates to ODJFS Production Control for service outages of mission critical systems or applications.

### 5.0 Critical Outages

In the event of a critical outage, as defined in the Planning and Knowledge Transfer Phase, or an ODJFS determined on-site operational need, the Contractor's staff must be available onsite to assist in the resumption of services.

### 6.0 Business Continuity and Disaster Recovery

At least one member of the Contractor's staff must participate in the annual ODJFS disaster recovery testing. The disaster recovery testing may occur in a location outside of the Columbus, Ohio area. Travel expenses will be invoiced at the Ohio Office of Budget and Management (OBM) rates. All travel must be preapproved by ODJFS.

### 7.0 Staff and Training

7.1 The Contractor's staff must follow and assist in the maintenance of all application and system documentation provided by ODJFS during the Planning and Knowledge Transfer Phase.

7.3 Contractor staff must attend the ODJFS provided training on the use of the ODJFS service request process and Serena Dimension application. ODJFS will pay for training costs and Contractor staff will be compensated at regular hourly rates for training attendance.

- 7.4 Contractor staff must attend training on the use of all ODJFS IMS database management tools defined in section 8.0 and any new monitoring and management tools implemented by ODJFS during the term of this contract.

#### 8.0 Database Management Tool Set

The Contractor's staff must use the ODJFS database monitoring and management tools listed below.

- BMC Tool Suite version 4.x
- OmegaMon version 5.1
- RMF for Z/OS 1.7 – monitoring software

#### 9.0 Service Metrics

##### 9.1 Service Level Agreement (SLA)

The Contractor's staff must accept and abide by the currently established ODJFS SLA.

The following table represents the ODJFS SLA between the Contractor's staff and the IMS database developers and production database users. For this SLA, the normal business hours are 8 A.M. to 5 P.M. Monday through Friday. This SLA is NOT enforced on service requests that require services from other ODJFS support groups or vendor support groups for completion.

**ODJFS SLA for unplanned service requests between the Contractor's staff and the IMS database developers and production database users.**

<b>DBA Service Request</b>	<b>Standard SLA Completion Time</b>	<b>Request Scope</b>	<b>Extended SLA Completion Time</b>
PSB Change	9 Hours	Small	5 Bus. Days
PSB Change	9 Hours	Medium	5 Bus. Days
PSB Change	9 Hours	Large	5 Bus. Days
New PSB	9 Hours	Medium	5 Bus. Days
New Transaction - PC Emulator	9 Hours	Medium	5 Bus. Days
New Transaction - Mainframe	4 Weeks	Medium	5 Bus. Days
GSAM Name	9 Hours	Small	5 Bus. Days
GSAM DBD	9 Hours	Small	5 Bus. Days
GSAM PCB Mask	9 Hours	Small	5 Bus. Days
SSA (new or change)	9 Hours	Small	5 Bus. Days
SSA, With New Search Fields	18 Hours	Small	5 Bus. Days
Copybook Change-existing fields	9 Hours	Medium	5 Bus. Days
Copybook Change-new fields	27 Hours	Medium	Not Applicable
Repoint SETSCONV Startup Deck	9 Hours	Medium	5 Bus. Days
Refresh Test from latest PROD: CONV, CONV01, FIX2, AUDT	9 Hours	Medium	5 Bus. Days
Refresh AUDT from PRODAUDT	9 Hours	Medium	5 Bus. Days
Refresh Test from PROD point-in-time: CONV, CONV01, FIX2, AUDT	9 Hours	Medium	5 Bus. Days
Backouts of Applied Changes	9 Hours	Large	5 Bus. Days
IRLM Lock Removed	9 Hours	Small	5 Bus. Days
Refresh of BTS Region	9 Hours	Medium	5 Bus. Days
Base Backup of Environment	9 Hours	Large	5 Bus. Days
Restore Base Backup	9 Hours	Large	5 Bus. Days
Secondary Index Change	5 Days	Medium	Not Applicable
Increase Segment Length	5 Days	Medium	Not Applicable
Add New Segment	5 Days	Medium	Not Applicable
Create New Database	2 - 4 Weeks	Large	Not Applicable
Miscellaneous Requests	9 Hours	Not Applicable	5 Bus. Days

**9.2 Mainframe Support**

The IBM Mainframe, hardware, network, storage, and subsystems are managed at the hardware, operating system, and storage levels by OIT. The ODJFS Mainframe System Support group provides application and tool level support as well as managing OIT mainframe support requests. All cost based items must be requested through a Letter of Service authorized by ODJFS Administration at the request of the ODJFS Mainframe System Support group. The Contractor's staff must determine the need for outside services (e.g. additional storage) and make the request to the ODJFS Mainframe System Support group through the process defined in the Planning and Knowledge Transfer Phase.

## 10.0 Quality of Service Indicators

The Enterprise Data Management section manages quality of service to internal and external customers through the use of defined Key Process Indicators (KPI), management review meetings, and quarterly customer service surveys. In addition, a defined set of KPI's are reported to Senior Management as well as the Governor's Performance Center on a monthly basis as part of overall MIS quality of service management.

The KPI management and reporting activities are part of an active process of continuous improvement which tracks current and historical metrics, actively manages metric trends towards improving the quality of service, as well as explains issues or incidents to the performance management group on a monthly basis.

New KPI metrics will be identified as needed to assist in managing and tracking the quality of service to internal and external customers. As a result, the set of applicable KPIs for this Contract will be as defined and agreed upon by all parties involved on an ongoing basis. The Contractor's staff will have an active voice through indirect and direct participation in KPI management meetings to achieve a consensus on the applicable KPIs affecting these critical applications supported by the IMS databases.

Management of the RFP will be through monthly meetings between ODJFS and Contractor management in which the Key Process Indicators (KPI) Report, the Activity Report, and Quarterly Customer Service Surveys will be provided and reviewed.

The Contractor's staff must assist in the development of the following reports and customer surveys during the Planning and Knowledge Transfer Phase.

- **KPI Report** – Provided in Microsoft Excel format with the following sections.

- **Service Request Response**

The percentage of service requests responded to within 1 business day. The service request is not required to be completed. Customer contact (Phone, email, or in person) is required to acknowledge the receipt of the request, set priorities across multiple active requests, and to clarify any technical details contained in the request. The goal for service request response is 99.99% of the requests are initially responded to within one business day (e.g. from 3:00 PM Friday afternoon until 3:00 PM Monday afternoon would be one business day).

- **Database Availability**

The percentage of database availability during operational periods with the exception of scheduled maintenance. Operational schedules covering each application will be provided during the Planning and Knowledge Transfer Phase. Any incidents resulting in a database outage or reduced capacity potentially impacting users of the database must be documented and explained. Follow up reports for all incidents may cross over multiple reporting months and will be tracked as action items through resolution. Any incidents during database maintenance which impact the beginning of the publish database availability will not be included. The goal for database availability is currently 99.9% of the scheduled operational period.

- **Activity Report** – Provided in Microsoft Word format.

Unplanned requests must be validated on a monthly basis against the Service Level Agreement (SLA) contained in this RFP. The report must document each request, the duration of time for the request through completion, the maximum response time per the SLA, any qualitative issues with resolving the request, as well as any issues which caused a delay in the processing of the request outside the Contractor's staff control.

Planned activities must be reported on a monthly basis outlining the activity, the results from the activity, the active or passive event threshold exceeded, and any periodic maintenance performed. For example, if monitoring of the database identified a need to add storage, the report would contain the following information: the threshold value which was exceeded, the resulting action of adding storage space and the ending percentage of free file system space.

- **Quarterly Customer Service Surveys** – Provided in Microsoft Word format.

The Contractor's staff must conduct a quarterly survey with the ODJFS application development users (CRIS-E & SETS). The survey results must also be published and distributed to all parties, followed by discussions and identification of action items. All actions must include a plan to resolve any issues and a follow up report to be presented in the next monthly management meeting with the Contractor and ODJFS management.

## 11.0 Performance Management

**Database availability** – If database availability falls below 99% for any given calendar month, the Contractor's staff must lead a root cause analysis to understand and correct the causal issues.

**Unplanned Requests** – If more than 5% of the unplanned requests for a given month do not meet the SLA completion times, the Contractor's staff must lead a root cause analysis to understand and correct the causal issues.

If the root cause analysis determines that the Contractor was responsible for customer impacts of database availability or slow unplanned requests processing, ODJFS management will actively work with the Primary Contractor Contact to resolve such issues.

**Continued Lack of Service** – If a period of four consecutive months or six months within the last twelve months occurs with either issues of database availability or unplanned requests, which are determined through root cause analysis findings to be the responsibility of the Contractor's staff, the State may terminate the Contract.

**Termination of Contract** – The CRIS-E and SETS IMS database supported applications are vital to the population of Ohio which depends on them for service and sustenance. As a result their availability is critical to ODJFS and must be maintained at a very high level (greater than 99% availability) with a high degree of quality of service (users must be able to use the system during the 99% availability). If, because of the Contractor's poor performance, the recipients and their required services are placed at risk, the State will have the right to terminate this Contract effective immediately on written notice. In any such situation, the State also may require the Contractor to continue performance under the Contract for up to 60 days while the State seeks alternative resources.

## 12.0 Customer Satisfaction

One of the primary goals of the ODJFS is to consistently exceed the expectations of our customers. Our clients who are in need of our services, our development customers who need our expertise and management, our Program area customers who need our coordinated solutions to their business needs, and our internal management customers who need an efficient solution to deliver services require a quality of service that meets or exceeds their expectations. The technical delivery and operation of the IMS databases are critical to each one of the customer groups and their expectations. Customer satisfaction will be measured by the following:

- Key Process Indicators (KPI) Report – Production scheduled database uptime percentage, and customer request initial contact within 1 business day
- Activity Report
- Quarterly Customer Services Survey

### 13.0 Billing/Service Requirements

Each monthly billing period must include a detailed billing report identifying the planned activities and unplanned requests along with the total number of billable hours for ODJFS management review. Any billing issues must be resolved through ODJFS and Contractor management interaction.

The monthly billing report must contain the following information:

- Listing of all planned activities performed
- Listing of all unplanned requests performed
- Percentage of unplanned requests meeting the SLA
- Database availability statistics
- A per item summary of any issues not covered by planned or unplanned requests (e.g. requests to the ODJFS Mainframe System Support group)
- Total number of billable hours for the month by database administrator

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

- Immediate Reporting – Replacement Personnel - The Contractor must follow the procedures in Attachment Four: Part Two in the event of required staff replacement.
- Attend Status Meetings - The Primary Contractor Contact and other Work team members must attend status meetings (video conferencing, teleconferencing, or in person) with the Work Representative and other people deemed necessary to discuss Work issues. The Work 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 - The Contractor must provide written status reports to the Work 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.
- Prepare Monthly Status Reports - During the Work, the Contractor's staff must submit a written monthly status report to the Work Representative by the fifth business day following the end of each month. At a minimum, monthly status reports must contain the following:
  - A description of the overall completion status of the Work
  - Updated Work schedule
  - The plans for activities scheduled for the next month
  - The status of any Deliverables
  - Time ahead or behind schedule for applicable tasks
  - A risk analysis of actual and perceived problems
  - Strategic changes, if any
  - Performance Reports
  - Key Process Indicator Reports
  - Availability Reports
  - Change Reports
  - Service Request Reports
  - Production Incident Evaluation Reports

**Work Hours & Conditions.** The Contractor's staff is required to work with ODJFS staff. These positions, with ODJFS, are located at 4200 East Fifth Avenue, Columbus, Ohio 43219. ODJFS normal working hours are Monday through Friday 8:00 a.m. to 5:00 p.m. with a one-hour lunch period for a total of eight working hours per day. Contractor staff may need to work under unusual working conditions which may include operation of a computer terminal for long periods of time, working in excess of eight hours per day, working on Saturdays, Sundays and State holidays, and being on call 24 hours a day, 365 days a year. This may result in Contractor staff working more than 40 hours per week. Hours in excess of 40 hours per week will be paid at standard hourly rates as defined in the Cost Summary in Attachment Eight.

Contractor staff will be provided working space at ODJFS and the tools (computer, software, network connection etc.) necessary to perform the Work. Additionally, required remote access will be facilitated through ODJFS.

**PART TWO: SPECIAL PROVISIONS**

**Submittal of Deliverables.** The Contractor’s staff must perform its tasks in a timely and professional manner that produces Deliverables that fully meet the Contract’s requirements. And the Contractor’s staff must provide the Deliverables no later than the due dates the Contract requires. At the time of delivery of a written Deliverable, the Contractor’s staff must submit an original and one copy of each Deliverable, plus an electronic copy. The Contractor’s staff 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
Planning and Knowledge Transfer Phase	Payment in full for the Planning and Knowledge Transfer Phase as defined in the Cost Summary in Attachment Eight upon acceptance
Transition Phase	Payment in full for the Transition Phase as defined in the Cost Summary in Attachment Eight (using 120 hours for each listed person as the billing basis) upon acceptance
Post Transition Phase	Payment in full for the Post Transition Phase as defined in the Cost Summary in Attachment Eight (using 120 hours for each listed person as the billing basis) upon acceptance
Upon acceptance of the Post Transition Phase and throughout the remainder of the Contract	Payment of actual work hours as defined in the Cost Summary in Attachment Eight invoiced monthly

Upon the date(s) given above, the Contractor may submit an invoice according to the payment schedule identified above.

**Reimbursable Expenses.** None, unless specifically stated in the Contract

**Bill to Address.** Office of Fiscal Services  
 Ohio Department of Job and Family Services  
 P.O. Box 2350  
 Columbus, OH 43216-2350  
 (614) 466-4303

**Location of Data.** The State will not accept proposals that propose Work to be performed outside the continental United States. All Work including the Work of subcontractors is to be performed inside the continental United States throughout the term of the Contract.

## 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
- Vendor Information Form (OBM-3456)
- Subcontractor Letters
- Offeror Certification Form (Attachment Six)
- Personnel Profile Summaries
- Time Commitment
- Assumptions
- Support Requirements
- 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 statement that the offeror's Proposal meets all the requirements of this RFP for the Work;
- A statement that the offeror has not taken any exception to the terms and conditions in this RFP;
- A statement that the offeror does not assume there will be an opportunity to negotiate any aspect of its Proposal;
- A statement that the offeror will comply with all federal and Ohio laws, rules, and regulations;
- A statement that the offeror will not substitute at project start-up personnel for those evaluated by the State except when a candidate's unavailability is no fault of the offeror (candidate is no longer employed, deceased etc.).

**Vendor Information Form.** The offeror must submit a signed and completed Vendor Information Form (OBM-3456) for itself and for each subcontractor the offeror plans to use under the Contract. The form is available at <http://obm.ohio.gov/forms/OAKS.asp>.

**Subcontractor Letters.** For each proposed subcontractor, the offeror must attach a letter from the subcontractor, signed by someone authorized to legally bind the subcontractor, with the following included in the letter:

1. The subcontractor's legal status, federal tax identification number, D-U-N-S number, and principal place of business address;
2. The name, phone number, fax number, email address, and mailing address of a person who is authorized to legally bind the subcontractor to contractual obligations;
3. A description of the work the subcontractor will do;
4. A commitment to do the work if the offeror is selected; and
5. A statement that the subcontractor has read and understood the RFP and will comply with the requirements of the RFP.

**Offeror Certifications.** The offeror must complete Attachment Six, Offeror Certification Form. Each Proposal must include a description of the offeror's capability, capacity, and experience in the industry. The description should include the date the offeror was established, its leadership, number of employees, number of employees the offeror will engage in tasks directly related to the Project, and any other background information that will help the State gauge the ability of the offeror to fulfill the obligations of the Contract.

**Personnel Profile Summaries.** Each Proposal must include a complete profile for each of the three members of the proposed work team. This RFP includes Personnel Profile Summary Forms as Attachment Seven, and the offeror must use these forms and fill them out completely for each reference. Attachment Seven includes one set of personnel profile forms. Therefore, the offeror must reproduce this set of forms three times for the proposal submission. No more than three candidates may be submitted with each proposal.

**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 the same 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.

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

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 work as it relates to the Work covered by this RFP. It is the Offeror's responsibility to customize the description to clearly substantiate the candidate's qualification.

The candidate's work 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 that clearly indicates the continuous availability of the offeror's proposed team members. The offeror also must include a statement indicating to what extent, if any, the proposed team members may work on other tasks or assignments unrelated to the Work during the contract. The State may reject any Proposal that commits the 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.

**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.

**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 Attachment Eight. 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, 2009. The State may renew this Contract in the next biennium by issuing written notice to the Contractor of the decision to do so. This expiration and renewal procedure also will apply to the end of any subsequent biennium during which the Work continues, subject to the State's approval. Termination or expiration of this Contract will not limit the Contractor's continuing obligations with respect to Deliverables that the State pays for before or after termination or limit the State's rights in such.

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

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

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

Should the State determine that an equitable adjustment in the Contractor's Fee is warranted, the equitable adjustment will be handled as a Change Order under the Changes Section of this Contract, and the extension of time and equitable adjustment will be the exclusive remedies of the Contractor for the State's delay.

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

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

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

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

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

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

**Reimbursable Expenses.** The State will pay all reimbursable expenses identified in the RFP Documents, if any, in accordance with the terms in the RFP Documents and, where applicable, Section 126.31 of the

Revised Code. The Contractor must assume all expenses that it incurs in the performance of this Contract that are not identified as reimbursable in the RFP Documents.

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

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

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

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

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

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

## **PART TWO: WORK AND CONTRACT ADMINISTRATION**

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

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

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

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

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

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

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

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

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

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

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

designate the State of Ohio as an additional insured, as its interest may appear. The policy also must be endorsed to include a 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.

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

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

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

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

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

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

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

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

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

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

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

On written notice, the Contractor will have 30 calendar days to cure any breach of its obligations under this Contract, provided the breach is curable. If the Contractor fails to cure the breach within 30 calendar days after written notice, or if the breach is not one that is curable, the State will have the right to terminate this Contract immediately on notice to the Contractor. The State also may terminate this Contract in the case of breaches that are cured within 30 calendar days but are persistent. "Persistent" in this context means that the State has notified the Contractor in writing of the Contractor's failure to meet any of its obligations three times. After the third notice, the State may terminate this Contract on written notice to the Contractor without

a cure period if the Contractor again fails to meet any obligation. The three notices do not have to relate to the same obligation or type of failure. Some provisions of this Contract may provide for a shorter cure period than 30 calendar days or for no cure period at all, and those provisions will prevail over this one. If a particular section does not state what the cure period will be, this provision will govern.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Where an equitable adjustment to the Contractor’s Fee is appropriate, the State and the Contractor may agree upon such an adjustment. If the State and the Contractor are unable to agree, either party may submit the dispute to the senior management of the Contractor and the senior management of the State’s 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 interest of the public, other contractors, potential contractors with the State, or individuals or organizations about whom the State keeps information. By way of example, information must be treated as confidential if it includes any proprietary documentation, materials, flow charts, codes, software, computer instructions, techniques, models, information, diagrams, know-how, trade secrets, data, business records, or marketing information. By way of further example, the Contractor also must treat as confidential materials such as police and investigative records, files containing personal information about individuals or employees of the State, such as personnel records, tax records, and so on, court and administrative records related to pending actions, any material to which an attorney-client, physician-patient, or similar privilege may apply, and any documents or records excluded by Ohio law from public records disclosure requirements.

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

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

The Contractor's obligation to maintain the confidentiality of the Confidential Information will not apply where such: (1) was already in the Contractor's possession before disclosure by the State, and such was received by the Contractor without obligation of confidence; (2) is independently developed by the Contractor; (3)

except as provided in the next paragraph, is or becomes publicly available without breach of this Contract; (4) is rightfully received by the Contractor from a third party without an obligation of confidence; (5) is disclosed by the Contractor with the written consent of the State; or (6) is released in accordance with a valid order of a court or governmental agency, provided that the Contractor (a) notifies the State of such order immediately upon receipt of the order and (b) makes a reasonable effort to obtain a protective order from the issuing court or agency limiting disclosure and use of the Confidential Information solely for the purposes intended to be served by the original order of production. The Contractor must return all originals of any Confidential Information and destroy any copies it has made on termination or expiration of this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Limitation of Liability.** Neither party will be liable for any indirect, incidental, or consequential loss or damage of the other party, including but not limited to lost profits, even if the parties have been advised, knew, or should have known of the possibility of such damages. Additionally, neither party will be liable to the other for direct or other damages in excess of two times the not-to-exceed fixed price of this Contract or \$1,500,000.00, 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 Work Representative to ensure that each Deliverable and the Work as a whole comply with the requirements of this Contract. The Work Representative will have up to 30 calendar days to do this. No formal letter of acceptance will be issued, and passage of the 30 calendar days will imply acceptance, though the State will issue a notice of noncompliance if a Deliverable or the Work as a whole does not meet the requirements of this Contract. If the Work Representative issues a letter of noncompliance, then the Contractor will have 30 calendar days to correct the problems listed in the noncompliance letter. If the Contractor fails to do so, the Contractor will be in default without a cure period. If the Work Representative has issued a noncompliance letter, the Deliverables or the Work as a whole will not be accepted until the Work Representative issues a letter of acceptance indicating that each problem noted in the noncompliance letter has been cured. If the problems have been fixed during the 30 day period, the Work Representative will issue the acceptance letter within 15 calendar days.

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

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

## PART SIX: CONSTRUCTION

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

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

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

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

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

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

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

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

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

## PART SEVEN: LAW AND COURTS

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

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

**Ohio Ethics Law and Limits on Political Contributions.** The Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of the Ohio ethics laws. In accordance with Executive Order 2007-01S, the Contractor, by signature on the Contract, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflicts of interest laws, and (3) will take no action inconsistent with those laws and this order. The Contractor understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of the Contract and may result in the loss of other contracts or grants with the State. The Contractor also certifies that all applicable parties listed in Division (I)(3) or (J)(3) of Ohio Revised Code Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of Ohio Revised Code Section 3517.13.

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

**Declaration Regarding Terrorism.** Pursuant to Ohio Revised Code Section 2909.33, unless Contractor has been pre-certified, the Contractor must complete a Declaration Regarding Material Assistance/non-assistance to Terrorist Organizations (“Declaration”) in its entirety to enter into this Contract and to renew it. If the State discovers that the Contractor submitted a false Declaration to obtain this Contract or any renewal of it, this Contract will terminate for cause, and the State will be entitled to the damages specified in this Contract for such a termination. Should this Contract require renewal for completion of any services the Contractor performs under it or for the State to obtain maintenance for any Deliverable acquired during the term of this Contract, the Contractor must submit a new Declaration as part of that process. The Contractor’s failure to submit an acceptable Declaration in such a situation will entitle the State to damages as in the case of a termination of this Contract for cause.

**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**

\_\_\_\_\_  
**AND**

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

**THIS CONTRACT**, which results from RFP 0A1034, entitled \_\_\_\_\_, is between the State of Ohio, through the Office of Information Technology, on behalf of \_\_\_\_\_, and \_\_\_\_\_ (the "Contractor").

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

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

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

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

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

CONTRACTOR

STATE OF OHIO  
OFFICE OF INFORMATION TECHNOLOGY

**SAMPLE – DO NOT FILL OUT**

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

By: R. Steve Edmonson

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

Title: Director/State Chief Information Officer

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

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

**ATTACHMENT SIX**

**OFFEROR CERTIFICATION FORM**

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

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

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

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

Potential Conflicts (by person or entity affected)

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

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

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

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company D-U-N-S Number







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

**CANDIDATE EDUCATION AND TRAINING**

<b>Candidate's Name:</b>
--------------------------

**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.

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

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

**CANDIDATE MANDATORY REQUIREMENTS  
SENIOR IMS DATABASE ADMINISTRATOR**

**Candidate's Name:**

**Requirement:** 1. 96 months experience in IMS batch and on-line performance monitoring and tuning techniques

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

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

**CANDIDATE MANDATORY REQUIREMENTS  
SENIOR IMS DATABASE ADMINISTRATOR  
CONTINUED**

<b>Candidate's Name:</b>
--------------------------

**Requirement:** 2. 24 months experience with TSO/ISPF on-line editor.

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

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

**CANDIDATE MANDATORY REQUIREMENTS  
SENIOR IMS DATABASE ADMINISTRATOR  
CONTINUED**

**Candidate's Name:**

**Requirement:** 3. 60 months IMS database analysis experience using IMS/DB/DC with DBRC/IRLM block level sharing

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

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

**SCORED CRITERIA  
SENIOR IMS DATABASE ADMINISTRATOR  
CONTINUED**

<b>Candidate's Name:</b>
--------------------------

**Requirement:** 4. Bachelor or higher level degree in computer studies

<b>Institution:</b>	<b>Degree:</b>	<b>Majors/Minors:</b>
<b>Address:</b>		<b>Date of Degree:</b>
<b>Institution:</b>	<b>Degree:</b>	<b>Majors/Minor:</b>
<b>Address:</b>		<b>Date of Degree:</b>

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

**SCORED CRITERIA  
SENIOR IMS DATABASE ADMINISTRATOR  
CONTINUED**

<b>Candidate's Name:</b>
--------------------------

**Requirement:** 5. 24 months experience using BMC database administration tools in an IMS environment

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

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

**SCORED CRITERIA  
SENIOR IMS DATABASE ADMINISTRATOR  
CONTINUED**

<b>Candidate's Name:</b>
--------------------------

**Requirement: 6.** 60 months experience acting as a senior database administrator team lead on an IMS database project where one of the team lead project assignments lasted a minimum of one year

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



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

**SCORED CRITERIA  
SENIOR IMS DATABASE ADMINISTRATOR  
CONTINUED**

<b>Candidate's Name:</b>
--------------------------

**Requirement:** 8. 60 months of system analysis design involving hierarchical direct access method (HDAM) database

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

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

**SCORED CRITERIA  
SENIOR IMS DATABASE ADMINISTRATOR  
CONTINUED**

<b>Candidate's Name:</b>
--------------------------

**Requirement:** 9. 96 months of IMS database design and programming experience

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

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

**SCORED CRITERIA  
SENIOR IMS DATABASE ADMINISTRATOR  
CONTINUED**

<b>Candidate's Name:</b>
--------------------------

**Requirement:** 10. 24 months experience administering IMS version 9.0 or higher

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

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

**SCORED CRITERIA  
SENIOR IMS DATABASE ADMINISTRATOR  
CONTINUED**

<b>Candidate's Name:</b>
--------------------------

**Requirement:** 11. 24 months of Software Configuration Language Management (SCLM) experience

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

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

**SCORED CRITERIA  
SENIOR IMS DATABASE ADMINISTRATOR  
CONTINUED**

<b>Candidate's Name:</b>
--------------------------

**Requirement:** 12. 36 months experience using ERWIN, CA Repository, Model Mart, or other modeling tools

<b>Company Name:</b>	<b>Contact Name:</b> <small>Primary or Alternate</small>	<b>Contact Title:</b>	
<b>Address:</b>		<b>Contact Phone Number:</b>	
		<b>Email Address:</b>	
<b>Work Name:</b>		<b>Beginning Date of Experience:</b> <small>Month/Year</small>	<b>Ending Date of Experience:</b> <small>Month/Year</small>
<b>Description of technical experience, capacity performed, and role that is related to services to be provided for the Work:</b>			
<b>Modeling tools used</b> _____			

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

**SCORED CRITERIA  
SENIOR IMS DATABASE ADMINISTRATOR  
CONTINUED**

<b>Candidate's Name:</b>
--------------------------

**Requirement:** 13. 24 months experience using Omegamon

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

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

**SCORED CRITERIA  
SENIOR IMS DATABASE ADMINISTRATOR  
CONTINUED**

<b>Candidate's Name:</b>
--------------------------

**Requirement:** 14. 36 months experience programming in COBOL

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

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

**SCORED CRITERIA  
SENIOR IMS DATABASE ADMINISTRATOR  
CONTINUED**

<b>Candidate's Name:</b>
--------------------------

**Requirement:** 15. 36 months experience administering database partitioning or dataset grouping for IMS databases

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

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

**SCORED CRITERIA  
SENIOR IMS DATABASE ADMINISTRATOR  
CONTINUED**

<b>Candidate's Name:</b>
--------------------------

**Requirement:** 16. 24 months experience administering high availability databases (HALDB)

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

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

**SCORED CRITERIA  
SENIOR IMS DATABASE ADMINISTRATOR  
CONTINUED**

<b>Candidate's Name:</b>
--------------------------

**Requirement:** 17. 36 months administering hardware / software compression

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

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

**SCORED CRITERIA  
SENIOR IMS DATABASE ADMINISTRATOR  
CONTINUED**

<b>Candidate's Name:</b>
--------------------------

**Requirement:** 18. 36 months using system managed storage (SMS)

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

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

**SCORED CRITERIA  
SENIOR IMS DATABASE ADMINISTRATOR  
CONTINUED**

<b>Candidate's Name:</b>
--------------------------

**Requirement:** 19. 36 months using IBM's Data Dictionary

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



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

**SCORED CRITERIA  
SENIOR IMS DATABASE ADMINISTRATOR  
CONTINUED**

<b>Candidate's Name:</b>
--------------------------

**Requirement:** 21. 24 months experience providing IMS database support using RMF

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

**ATTACHMENT EIGHT**

**COST SUMMARY**

**Total Not-to-Exceed Fixed Cost**

This is a summary page for the detailed costs on the following three pages

<b>Planning and Knowledge Transfer Phase Cost</b>	\$
<b>Transition Phase Cost</b>	\$
<b>Post Transition Phase Cost</b>	\$
<b>Post Transition Acceptance through 6/30/08 Cost</b>	\$
<b>Optional Year 1 Contract Cost</b>	\$
<b>Optional Year 2 Contract Cost</b>	\$
<b>Optional Year 3 Contract Cost</b>	\$
<b>Optional Year 4 Contract Cost</b>	\$
<b>Optional Year 5 Contract Cost</b>	\$
<b>TOTAL NOT-TO-EXCEED FIXED COST (Sum of nine costs above)</b>	\$

**ATTACHMENT EIGHT**

**COST SUMMARY  
CONTINUED**

**Planning and Knowledge Transfer Phase Cost Detail**

<b>Planning and Knowledge Transfer Phase Cost</b>	<b>\$</b>
---	-----------

**Transition Phase Cost Detail**

<b>Candidate Names, 3 candidates required</b>	<b>Period</b>	<b>Hourly Rate</b>	<b>Hours</b>	<b>Transition Phase Cost for Each Candidate</b>	
1.	Transition Phase	\$	X 120 =	\$	
2.	Transition Phase	\$	X 120 =	\$	
3.	Transition Phase	\$	X 120 =	\$	
<b>Total Transition Phase Cost (sum of candidate costs)</b>					<b>\$</b>

**Post Transition Phase Cost Detail**

<b>Candidate Names, 3 candidates required</b>	<b>Period</b>	<b>Hourly Rate</b>	<b>Hours</b>	<b>Post Transition Phase Cost for Each Candidate</b>	
1.	Post Transition Phase	\$	X 120 =	\$	
2.	Post Transition Phase	\$	X 120 =	\$	
3.	Post Transition Phase	\$	X 120 =	\$	
<b>Total Post Transition Phase Cost (sum of candidate costs)</b>					<b>\$</b>

**ATTACHMENT EIGHT**

**COST SUMMARY  
CONTINUED**

**Post Transition Acceptance through 6/30/08 Cost Detail**

<b>Candidate Names, 3 candidates required</b>	<b>Period</b>	<b>Hourly Rate</b>	<b>Maximum Hours</b>	<b>Cost for Each Candidate</b>	
1.	Post Transition Acceptance through 6/30/08	\$	X 600 =	\$	
2.	Post Transition Acceptance through 6/30/08	\$	X 600 =	\$	
3.	Post Transition Acceptance through 6/30/08	\$	X 600 =	\$	
<b>Post Transition Acceptance through 6/30/2008 Cost (sum of candidate costs)</b>					<b>\$</b>

**Optional Contract Year Cost Detail**

<b>Candidate Names, 3 candidates required</b>	<b>Period</b>	<b>Hourly Rate</b>	<b>Maximum Hours</b>	<b>Yearly Cost for Each Candidate</b>	<b>Total Yearly Cost for Three Candidates</b>
1.	Optional Year 1 through 6/30/09	\$	X 2,250 =	\$	
2.	Optional Year 1 through 6/30/09	\$	X 2,250 =	\$	
3.	Optional Year 1 through 6/30/09	\$	X 2,250 =	\$	
<b>Total for Optional Year 1 Contract Cost through 6/30/09 (sum of candidate costs)</b>					<b>\$</b>
1.	Optional Year 2 through 6/30/10	\$	X 2,250 =	\$	
2.	Optional Year 2 through 6/30/10	\$	X 2,250 =	\$	
3.	Optional Year 2 through 6/30/10	\$	X 2,250 =	\$	
<b>Total for Optional Year 2 Contract Cost through 6/30/10 (sum of candidate costs)</b>					<b>\$</b>

**ATTACHMENT EIGHT**

**COST SUMMARY  
CONTINUED**

**Optional Contract Year Cost Detail**

<b>Candidate Name, 3 candidates required</b>	<b>Period</b>	<b>Hourly Rate</b>	<b>Maximum Hours</b>	<b>Yearly Cost for Each Candidate</b>	
1.	Optional Year 3 through 6/30/11	\$	X 2,250 =	\$	
2.	Optional Year 3 through 6/30/11	\$	X 2,250 =	\$	
3.	Optional Year 3 through 6/30/11	\$	X 2,250 =	\$	
<b>Total for Optional Year 3 Contract Cost through 6/30/11 (sum of candidate costs)</b>					<b>\$</b>
1.	Optional Year 4 through 6/30/12	\$	X 2,250 =	\$	
2.	Optional Year 4 through 6/30/12	\$	X 2,250 =	\$	
3.	Optional Year 4 through 6/30/12	\$	X 2,250 =	\$	
<b>Total for Optional Year 4 Contract Cost through 6/30/12 (sum of candidate costs)</b>					<b>\$</b>
1.	Optional Year 5 through 6/30/13	\$	X 2,250 =	\$	
2.	Optional Year 5 through 6/30/13	\$	X 2,250 =	\$	
3.	Optional Year 5 through 6/30/13	\$	X 2,250 =	\$	
<b>Total for Optional Year 5 Contract Cost through 6/30/13 (sum of candidate costs)</b>					<b>\$</b>

# Supplement Header

# Supplement One

## W-9 Form

## Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ ..... <input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

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

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

	Social security number
	or
	Employer identification number

### Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

#### Purpose of Form

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

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

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

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

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

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments **after** December 31, 2001 (29% **after** December 31, 2003). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

**Payments you receive will be subject to backup withholding if:**

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

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

Certain payees and payments are exempt from backup withholding. See the instructions on page 2 and the separate **Instructions for the Requester of Form W-9.**

#### Penalties

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

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

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

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

# Supplement Two

# Vendor Information Form

Review the *Vendor Information Form*



OBM

State of Ohio - Office of Budget & Management  
 30 E. Broad Street, 34th Floor  
 Columbus, Ohio 43215-3457  
<http://www.obm.ohio.gov/>

## Vendor Information Form

**Important:** All parts of this form must be completed, signed and returned by the vendor

READ & COMPLETE CAREFULLY

New

W-9 Attached

Complete Vendor Legal Business Name: \_\_\_\_\_  
 Business Name, Trade Name, Doing Business As: (If different from above) \_\_\_\_\_

Business Entity (please check one):  Corporation  Partnership  Sole Proprietor  
 Non-Profit  Individual  Other (Specify): \_\_\_\_\_

**Note:** If Sole Proprietor, individual's Name (As Owner) must appear in the Legal Business Name Above

Taxpayer ID# (TIN):  SSN  FEIN # \_\_\_\_\_

Vendor Address: Street \_\_\_\_\_ City \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Country \_\_\_\_\_

Contact Information: Name (Type or Print) \_\_\_\_\_

Vendor Website: _____	Vendor E-mail Address: _____
Business Phone: _____ Ext. #: _____	Home Phone: _____
Fax Number: _____ Ext. #: _____	Cellular: _____
Toll Free Phone: _____	Pager: _____

Is your business currently certified as :  MBE (Minority Business Enterprise)  EDGE (Encouraging Diversity, Growth & Equity)

Payment Terms:  2/10 Net 30  Net 30

Remittance Information: Indicate Below the Remittance Address of your business  
 Same as Vendor Address above  EFT ( Electronic Funds Transfer)

Remit Address Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**Note:** If EFT, must complete Form OBM-1234-(Rev.5/2007) Authorization for Direct Deposit of State Warrants

For Purchase Order Distribution: 1) Check only one box below; 2) Input E-mail address or Fax # (if checked)

E-mail  Fax  USPS Mail

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Type/Print Name of Person completing this form \_\_\_\_\_ Telephone Number \_\_\_\_\_

**Add Additional Business Address, E-mail & Contact Information on a separate sheet if required.**

Please send completed form to:  
 Agency Information Space

# Supplement Three

## ODJFS Code of Responsibility Form

**OHIO DEPARTMENT OF JOB AND FAMILY SERVICES  
CODE OF RESPONSIBILITY**

\* PLEASE PRINT \*

NAME: First, MI, Last \_\_\_\_\_ Agency \_\_\_\_\_  
 Work Phone \_\_\_\_\_ County \_\_\_\_\_  
 Date of Birth \_\_\_\_\_ Work Unit \_\_\_\_\_  
 Social Security No. \_\_\_\_\_ Supervisor \_\_\_\_\_

AGENCY TYPE:  ODJFS     Non-ODJFS State     County     Local Govt.     Private/non-profit     Federal  
 Contract Employee Contract Company Name & Telephone No. \_\_\_\_\_

**ACCESS REQUESTED:** (Local Security Coordinator/Supervisor use only)

<input type="checkbox"/> ODJFS network / email access	<input type="checkbox"/> CRISE	<input type="checkbox"/> SETS	<input type="checkbox"/> FACSIS	<input type="checkbox"/> MMIS
OTHER access:				
Novell Container:		Existing RACF / Novell ID's:		

**PLEASE READ CAREFULLY**

Security and confidentiality are a matter of concern for all users of the Ohio Department of Job and Family Services (ODJFS) information systems and all other persons who have access to ODJFS confidential data. Each person that is entrusted with an authorized ID to access ODJFS systems, holds a position of trust relative to this information and must recognize the responsibilities entrusted to him/her in preserving the security and confidentiality of this information. Confidentiality requirements contained in law include, but are not limited to: 45 CFR 164.501 et al HIPAA; ORC sections 2301.35, 5101.26, 5101.27, 5101.28, 5101.29, 5101.30; and OAC rules 5101:1-1-03 and 5101:1-29-071.

An authorized user's conduct either on or off the job may threaten the security and confidentiality of this information. It is the responsibility of every user to know, understand and comply with the following:

- I agree to abide by the ODJFS Information Security policy and ODJFS Internet Usage Policies. These policies are available via the ODJFS InnerWeb or upon request, they will be provided by either your supervisor or the ODJFS Information Security Unit. It is the responsibility of the applicant requesting access to become familiar with these policies.
- I will not make or permit unauthorized uses of any information in hard copy or computer files maintained by ODJFS.
- I will not seek to benefit personally or permit others to benefit personally by any confidential information to which has come to me by virtue of my work assignment.
- I will not exhibit or divulge the contents of any record to any person except in the conduct of my work assignment or in accordance with the policies of ODJFS.
- I will not knowingly include or cause to be included in any record or report false, inaccurate or misleading information.
- I will not remove or cause to be removed copies of any official record or report from any file from the office where it is kept, except in the normal conduct of my work assignment and in accordance with the policies of ODJFS.
- I will not operate or request others to operate any ODJFS or Ohio Data Network equipment on personal business.
- I will not violate rules and/or regulations concerning access and/or improperly use Security entry cards or codes for controlled areas.
- I will not divulge or share any security codes (e.g., sign-ons, passwords, key card PIN, etc.) used to access any secured files.
- I will report any violation of this code by anyone to my supervisor and / or the Information Security Unit immediately.
- I will not aid, abet or act in conspiracy with another or others to violate any part of this code.
- I will not load any personally owned software or software not licensed to ODJFS on any ODJFS-owned equipment without proper authorization.
- I will treat all case record material as confidential, and will handle Income and Eligibility Verification System (IEVS) material with extra care. I understand that Internal Revenue Code Sections 7213(a), 7213A and 7431 provide civil and criminal penalties for unauthorized inspection or disclosure. These penalties include a fine of up to \$5000 and/or imprisonment of up to 5 years.

**Any violation of this policy may result in disciplinary action pursuant to the agency work rules.**

**I have read, understand and will comply with the ODJFS Code of Responsibility for Security and Confidentiality of Data:**

Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_

Supervisor Signature \_\_\_\_\_ Date \_\_\_\_\_

- Form Instructions: <http://innerweb/Omis/InfoSecurity/InfoSecindex.shtml>
  - Fax or Mail with cover memo detailing system access requested.
- To: ODJFS / BISS / Information Security Unit  
 4200 E. Fifth Ave. Columbus, Ohio 43219-2551  
 Fax #: (614) 995-0118

FOR INFOSEC USE ONLY

# Supplement Four

## Declaration of Material Assistance Form (DMA)

## READ BEFORE COMPLETING YOUR DMA FORM

Forms not conforming to the specifications listed below or not submitted to the appropriate agency or office will not be processed.

- To complete this form, you will need a copy of the Terrorist Exclusion List for reference. The Terrorist Exclusion List can be found on the Ohio Homeland Security Web site at the following address:

<http://www.homelandsecurity.ohio.gov/dma.asp>

- Be sure you have the correct DMA form. If you are applying for a state issued license, permit, certification or registration, the "State Issued License" DMA form must be completed (HLS 0036). If you are applying for employment with a government entity, the "Public Employment" DMA form must be completed (HLS 0037). If you are obtaining a contract to conduct business with or receive funding from a government entity, the "Government Business and Funding Contracts" DMA form must be completed (HLS 0038). The Pre-certification form (HLS 0035) should only be completed if you are specifically instructed to do so by the agency or office requesting the form.
- Your DMA form is to be submitted to the issuing agency or entity. "Issuing agency or entity" means the government agency or office that has requested the form from you or the government agency or office to which you are applying for a license, employment or a business contract. For example, if you are seeking a business contract with the Ohio Department of Commerce's Division of Financial Institutions, then the form needs to be submitted to the Department of Commerce's Division of Financial Institutions. Do NOT send the form to the Ohio Department of Public Safety UNLESS you are seeking a license from or employment or business contract with one of its eight divisions listed below.

- Department of Public Safety Divisions:

Administration	Ohio Homeland Security*
Ohio Bureau of Motor Vehicles	Ohio Investigative Unit
Ohio Emergency Management Agency	Ohio Criminal Justice Services
Ohio Emergency Medical Services	Ohio State Highway Patrol

- \* DO NOT SEND THE FORM TO OHIO HOMELAND SECURITY UNLESS OTHERWISE DIRECTED. FORMS SENT TO THE WRONG AGENCY OR ENTITY WILL NOT BE PROCESSED.



**GOVERNMENT BUSINESS AND FUNDING CONTRACTS**  
 In accordance with section 2909.33 of the Ohio Revised Code

**DECLARATION REGARDING MATERIAL ASSISTANCE/NO ASSISTANCE TO A TERRORIST ORGANIZATION**

This form serves as a declaration of the provision of material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List (see the Ohio Homeland Security Division Web site for reference copy of the Terrorist Exclusion List).

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

**COMPLETE THIS SECTION ONLY IF YOU ARE AN INDEPENDENT CONTRACTOR**

LAST NAME		FIRST NAME		MI
HOME ADDRESS				
CITY	STATE	ZIP	COUNTY	
HOME PHONE		WORK PHONE		

**COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION**

LAST NAME		FIRST NAME		MI
BUSINESS/ORGANIZATION NAME			PHONE	
BUSINESS ADDRESS				
CITY	STATE	ZIP	COUNTY	

**DECLARATION**

**In accordance with section 2909.32 (A)(2)(b) of the Ohio Revised Code**

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

- Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List?  Yes  No
- Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List?  Yes  No
- Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List?  Yes  No
- Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List?  Yes  No
- Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List?  Yes  No
- Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism?  Yes  No

In the event of a denial of a government contract or government funding due to a positive indication that material assistance has been provided to a terrorist organization, or an organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List, a review of the denial may be requested. The request must be sent to the Ohio Department of Public Safety's Division of Homeland Security. The request forms and instructions for filing can be found on the Ohio Homeland Security Division Web site.

**CERTIFICATION**

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced on page 1 of this declaration.

**X** \_\_\_\_\_ **DATE** \_\_\_\_\_  
**APPLICANT SIGNATURE**

# Supplement Trailer