

# REQUEST FOR PROPOSALS

**RFP NUMBER: 0A1060**  
**DATE ISSUED: June 17, 2010**

The State of Ohio, through the Department of Administrative Services, Information Technology Procurement Services, for the Ohio Department of Public Safety (the "State") is requesting proposals for:

## **AUTOMATED TITLE PROCESSING SYSTEM (ATPS III) PROJECT**

**INQUIRY PERIOD BEGINS: June 17, 2010**  
**INQUIRY PERIOD ENDS: July 8, 2010**  
**OPENING DATE: July 16, 2010**  
**OPENING TIME: 1:00 P.M.**  
**OPENING LOCATION: Department of Administrative Services  
I.T. Procurement Services  
Bid Desk  
4200 Surface Road  
Columbus, Ohio 43228**

**PRE-PROPOSAL CONFERENCE DATE: June 28, 2010**

This RFP consists of five parts and ten attachments, totaling 95 consecutively numbered pages. Supplements also are attached to this RFP with a beginning header page and an ending trailer page. Please verify 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 (which can be found at: of the Ohio Administrative Code (the "Administrative Code"). The Ohio Department of Public Safety (ODPS) has asked the Department of Administrative Services to solicit competitive sealed proposals ("Proposals") for the implementation of the ATPS III (the "Project"), and this RFP is the result of that request.

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

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

Once awarded, the term of the Contract will be from the award date until the Project is completed to the satisfaction of the State and the Contractor is paid or June 30, 2011, whichever is sooner. The State may renew this Contract for up to two additional one-year term(s), subject to and contingent on the discretionary decision of the Ohio General Assembly to appropriate funds for this Contract in each new biennium. Any such renewal of all or part of the Contract also is subject to the satisfactory performance of the Contractor and the needs of the ODPS.

**Minority Business Enterprise (MBE).** The State of Ohio is committed to making more state contracts, services, benefits and opportunities available to minority business owners. The State of Ohio's Minority Business Enterprise (MBE) program is designed to assist minority businesses in obtaining state government contracts through a set aside procurement program for goods and services. "Minority Business Enterprise" means an individual, partnership, corporation or joint venture of any kind that is owned and controlled by U. S. Citizens and residents of Ohio, who are and have held themselves out as members of the following socially and economically disadvantaged groups: Blacks, American Indians, Hispanics and Asians. For more information regarding MBE and MBE certification requirements, including a list of certified MBE firms, please visit the DAS Equal Opportunity Division Web site at: <http://das.ohio.gov/Divisions/EqualOpportunity/MBEEDGECertification/tabid/134/Default.aspx>. Additional information is also available at the DAS Office of Procurement Services Web site at: <http://www.ohio.gov/procure>.

**Encouraging Diversity, Growth and Equity (EDGE).** The State of Ohio is committed to making more state contracts, services, benefits and opportunities available to small socially and economically disadvantaged Ohio businesses. EDGE is a contract assistance program designed to assist such businesses by facilitating access to state government contracts and business services for businesses certified in the program. For more information regarding EDGE and EDGE certification requirements, including a list of certified EDGE firms, please visit the DAS Equal Opportunity Division Web site at: <http://66.145.134.46/Divisions/EqualOpportunity/MBEEDGECertification/tabid/134/Default.aspx>. Additional information is also available at the DAS Office of Procurement Services Web site at: <http://www.ohio.gov/procure>.

To foster the commitment described in the two sections above, the State included in the evaluation criteria of this RFP, a provision that measures the level at which an Offeror subcontracts with a business or businesses certified pursuant to ORC 123.151 (MBE) or 123.152 (EDGE). Refer to the Second Table in Part Four: Evaluation of Proposals.

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

**Background.** The Clerks of the Court of Common Pleas Court (Clerks) issue, by law, titles for motor vehicles according to the rules of the Registrar of Motor Vehicles. As stated in the Revised Code, Section 4505.02 (<http://codes.ohio.gov/orc/4505.02>) “The registrar of motor vehicles shall issue rules as he deems necessary to ensure uniform and orderly operation of [title issuance], and the Clerks shall conform thereto.” “Motor vehicle” has the same meaning as defined in the Revised Code. 4501.01(B) and 4505.01(A)(2), (<http://codes.ohio.gov/orc/4501.01>) Generally, “motor vehicle” means any vehicle, including manufactured homes, recreational vehicle and trailers and semi-trailers whose weight exceeds 4,000 pounds, propelled or drawn by power other than muscular power or power collected from overhead electric trolley wires except vehicles specifically excluded by statute. The Clerks issue certificates of title, with one copy filed at the Clerks office and the original issued to the title holder.

The first statewide Automated Title Processing System (ATPS) in Ohio was implemented beginning in April 1992, and the final county was automated in March 1993. The current system was installed in early 2000 after a complete rewrite of the original application.

Most counties have one title issuance location (main title office), while some also have one or more “branch office” title issuing locations. All processing in each county occurs through one server at that Clerks main title office. The County Oracle data is a ‘snapshot’ that is replicated in real time to the Statewide Central Oracle database. Branch and office workstations and printer devices communicate with the main title office server. The data generated and utilized during the issuance of titles is stored locally and that data is then replicated (through Oracle’s advanced replication feature) to a statewide central database in Columbus, Ohio at the State level.

The ODPS historical Title Issuance volumes for the state of Ohio are as follows and can be found at [http://bmv.ohio.gov/facts\\_figures.stm](http://bmv.ohio.gov/facts_figures.stm):

Year	Titles Issued
2006	6,506,842
2007	5,510,970
2008	5,156,932
2009	4,738,196

Real-time inquiry access is provided to the statewide central database for the Clerks and law enforcement. This system supplies a statewide central database that is used for:

- Transferring titles between counties;
- Updating Ohio titles transferred out-of-state;
- Inquiry of information at a statewide level;
- Indexing central title information as required by law; and
- Transferring daily, weekly, monthly, and yearly electronic reports to the Bureau of Motor Vehicles (BMV) and other agencies within the State.

Within the Clerks Title Office, there are currently a total of 154 client sites that consists of 88 Main Title Offices, 49 Branch Offices, and 17 Remote sites.

The current ATPS II application was written using Oracle Developer Forms and Reports. This application development tool is no longer supported by the Oracle Corporation. This presents challenges when changes are made to the ATPS II application for defect resolution and security patch maintenance. As Ohio’s ATPS application is directly impacted by legislative changes, the system is continuously being modified. With the ATPS II application being over nine years old, and because the current application development tool used for ATPS II is no longer vendor supported, there is major need for re-writing Ohio’s titling system.

The ATPS II application is a 'thick client' application on Windows XP Pro workstations. The existing ATPS II architecture includes an Intel-based database server in each county and a central master database server is located in Columbus, Ohio.

At the time the ATPS II application was deployed, the manner in which security was addressed for the county office locations was via "closed network" architecture. Both the closed network approach and delays in the Oracle Advanced Replication between the 88 county and the central databases present significant challenges to the technical staff as greater demand is being made to web enable and interface with other external databases (vehicle registration, vehicle identification number theft validation, electronic lien holders, etc).

The Revised Code 4505.09 (<http://codes.ohio.gov/orc/4505.09>) effective October 2001, contained many changes to the way Ohio titles are issued and required many programming changes to the ATPS II application. Among the changes mandated by this bill were the establishment of a free website providing title information, the enabling of 'cross-county titling', requirement for a process for filing liens and canceling liens electronically or Electronic Lien Transactions (ELT), and a requirement for a process for dealers to make application for title electronically or Electronic Title Application (ETA). In addition, the ability to allow Clerks in counties with populations of less than 40,000 to become Full-Authority Deputy Registrars (FADR) and for Clerks to become Limited Authority Deputy Registrars (LADR) with Registrar approval, were requirements of the Revised Code that impacted the manner in which title processing occurred in the state of Ohio.

The following changes were enacted as a result:

- The free website for non-personal title information – Online Title Inquiry – was implemented in January, 2002.
- Cross-county titling was implemented statewide on March 11, 2002.
- ELT – Electronic lien notation and lien cancellation was implemented in April, 2003.
- ETA – Implemented in February 2006, allows participants to apply for titles electronically through the submission of data and scanned images of title evidentiary documents.
- The Clerk LADR pilot where the Deputy and Title application have separate cashiering/point of sale functions was implemented in July, 2003. A revision was made to the Clerk LADR application to provide counties with a combined cashiering/point of sale function in May of 2006.
- National Motor Vehicle Title Information System (NMVTIS) – Implemented in 2003, NMVTIS prevents the transfer of vehicles that have been reported stolen and provides brand information from other NMVTIS-participating states.

The FADR application for Clerks in counties with populations less than 40,000 currently requires Clerks to log into the ATPS II application and complete the titling portion of a customer' transaction and then log in to the Deputy Registrar (DR) application to complete the deputy portion of the transaction. One of the major justifications for rewriting and reengineering the technology platform utilized for the state of Ohio title processing application is to identify technology changes to provide a 'road map' for combining title and deputy related functionality. In addition, the current ELT application has seen increased participation by financial institutions and the current application will not keep up with demand.

Oracle Corporation was contracted by the ODPS in 2002 to assist the ODPS with upgrading the ATPS II application and updating the Oracle database to a supported version. Due to the complexity of the replication of data in ATPS II, Oracle was unsuccessful. In the fall of 2003, the ATPS II county hardware was upgraded, but the Oracle database and application were not. Additionally, the complexity of the database design has prohibited adding data fields to the database table structure. To compensate for the need to add new data elements, complete new database instances have been added. The multiple additional database instances have resulted in widespread failures that affect both internal and external customers.

In July, 2008, the ODPS implemented image processing at all county title office locations. The ATPS Imaging system is referred to as EDIS (Electronic Document Imaging System). The EDIS is now an integral part of the county's title issuance process. Due to technology limitations in the current ATPS II

Oracle environment, EDIS was implemented as a separate application and database environment. The EDIS utilizes a centralized Structured Query Language (SQL) Server database as the production repository. Another key justification for the ATPS III initiative is to integrate the query of title data and associated images.

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

- Custom develop an ATPS III application that incorporates current business processes, current look and feel, and functionality of ATPS II application;
- Build ATPS III on the technology platform in line with the ODPS' current strategic direction using SQL Server, .Net, and C-sharp (C#);
- Streamline the current ELT and ETA processes to reduce maintenance and increase the speed in which it processes transactions;
- Develop an ad-hoc reporting environment to run report queries for a variety of consumers including the ODPS, County Employees, Department of Taxation (DOT), and many others;
- Create a statewide central database that eliminates the need for redundant data;
- Generate an audit trail to collect and record system activities to monitor the ATPS data changes;
- Integrate the current EDIS system to allow users to view title evidence images directly in the ATPS III application;
- Secure data at rest and data in transit through the use of Hypertext Transfer Protocol Secure (HTTPS), Secure Sockets Layer (SSL), data encryption, as well as standardizing user account and profile information; and
- Complete implementation and obtain State acceptance of ATPS III one (1) year after work start date.

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

The Contractor will provide services that include project management, systems analysis and design, development, testing, data conversion, training, implementation, stabilization; transition, support and maintenance of the ATPS III project.

**Calendar of Events.** The schedule for the RFP process and Project is given below. The State may change this schedule at anytime. If the State changes the schedule before the Proposal due date, it will do so through an announcement on the State Procurement Website's question and answer area for this RFP. The Website announcement will be followed by an amendment to this RFP, also available through the State Procurement Website at <http://procure.ohio.gov/>. After the Proposal due date and before the award of the Contract, the State will make schedule changes through the RFP amendment process. Additionally, the State will make changes in the Project schedule after the Contract award through the change order provisions in the General Terms and Conditions (Attachment 4) to this RFP. It is each prospective offeror's responsibility to check the Website question and answer area for this RFP for current information regarding this RFP and its Calendar of Events through award of the Contract.

**Dates.**

Firm Dates

RFP Issued:	June 17, 2010
Inquiry Period Begins:	June 17, 2010
Pre-Proposal Conference Date:	June 28, 2010 1:00 p.m.
Inquiry Period Ends:	July 8, 2010 at 8:00 a.m.
Proposal Due Date:	July 16, 2010 at 1:00 p.m.

Estimated Dates

Award Date:	September 27, 2010
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Estimated Project Dates

Project Work Begins:	October 11, 2010
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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 (5) parts and has ten (10) attachments. The parts and attachments are listed below. There are also fourteen (14) supplements to this RFP listed below.

### Parts:

- Part 1 Executive Summary
- Part 2 Structure of this RFP
- Part 3 General Instructions
- Part 4 Evaluation of Proposals
- Part 5 Award of the Contract

### Attachments:

- Attachment One Evaluation Criteria
- Attachment Two Project Requirements and Special Provisions
- Attachment Three Requirements for Proposals
- Attachment Four General Terms and Conditions
- Attachment Five Sample Contract
- Attachment Six Sample Deliverable Submittal and Acceptance (Deliverable Sign-Off Form)
- Attachment Seven Offeror Certification Form
- Attachment Eight Offeror Profile Summary
- Attachment Nine MBE/EDGE Information
- Attachment Ten Cost Summary

### Supplements:

- Supplement One W-9 Form
- Supplement Two ATPS III Business Requirements
- Supplement Three Additional Business Requirements
- Supplement Four ODPS C# Coding Standards
- Supplement Five ODPS SQL Coding Standards
- Supplement Six Sample Forms and Reports
- Supplement Seven Cardinal Solutions Documentation
- Supplement Eight Districts and County Title Office Locations
- Supplement Nine County Office Hours – Combined
- Supplement Ten Glossary of Terms
- Supplement Eleven ODPS Information Technology Standards
- Supplement Twelve IT Policies
- Supplement Thirteen ODPS Facility Access Request
- Supplement Fourteen Conversion Data and Entity Relationship Diagrams

### PART THREE: GENERAL INSTRUCTIONS

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

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

Procurement Representative:

Maria Roberts  
IT Procurement Analyst  
Department of Administrative Services  
I.T. Procurement Services  
4200 Surface Road  
Columbus, Ohio 43228

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

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

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

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

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

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

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

**Pre-Proposal Conference.** The State will hold a Pre-Proposal Conference on June 28, 2010 at 1:00 p.m., in room 134, Motorcycle Training Room, of ODPS Headquarters, the Shipley Building, 1970 West Broad Street, Columbus, Ohio 43223. The purpose of this conference is to discuss the RFP and the Project with prospective offerors and to allow them to ask questions arising from their initial review of this RFP.

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

Offerors intending to participate in the Pre-Proposal Conference must register via FAX (614-752-7043) or email (purchasinginquiries@dps.state.oh.us) through Kathleen McCarthy. The fax or email must be sent to Kathleen McCarthy's attention and include the attendees' names, company, phone number and e-mail address of principal contact. An offeror's participation in the Pre-Proposal Conference must be registered no later than June 25, 2010 at 5:00 p.m. The State may not issue visitation passes to visitors whose names do not appear on the Pre-Proposal Conference list and may not admit such visitors to the facility. Visitors must have a valid driver's license or other valid government-issued photo ID to enter the facility. The State will not allow alternate dates and times for the Pre-Proposal Conference.

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

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

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

After the Proposal due date, the State will distribute amendments only to those offerors whose Proposals are under active consideration. When the State amends the RFP after the due date for Proposals, the State will permit offerors to withdraw their Proposals within five business days after the amendment is issued. This withdrawal option will allow any offeror to remove its Proposal from active consideration should the offeror feel 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 with 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 nine 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 "Automated Title Processing System (ATPS III) Project RFP – Technical Proposal" or "Automated Title Processing System (ATPS III) RFP – Cost Summary," as appropriate.

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

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

Department of Administrative Services  
I.T. Procurement Services  
Attn: Bid Room  
4200 Surface Road  
Columbus, Ohio 43228

The State may reject any Proposals or unsolicited modifications it receives after the deadline. An offeror that mails its Proposal must allow adequate mailing time to ensure its timely receipt. Offerors also must allow for potential delays due to increased security. The Bid Room accepts packages between the hours of 7:30 A.M. to 5:00 P.M. Monday through Friday, excluding State Holidays. No deliveries will be accepted before or after these hours without prior arrangements. Offerors must allow sufficient time since the State may reject late Proposals regardless of the cause for the delay.

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

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

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

The State may reject any Proposal if the offeror takes exception to the terms and conditions of this RFP, includes unacceptable assumptions or conditions in its Proposal, fails to comply with the procedure for participating in the RFP process, or fails to meet any requirement of this RFP. The State also may reject any Proposal it believes is not in its interest to accept and may decide not to award a contract to any or all of the offerors responding to this RFP.

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

All Proposals and other material offerors submit will become the property of the State and may be returned only at the State's option. Offerors should not include any confidential information in a Proposal or other material submitted as part of the evaluation process. All Proposals will be open to the public after the State has awarded the Contract.

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

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

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

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

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

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

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

## PART FOUR: EVALUATION OF PROPOSALS

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

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

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

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

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

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

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

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

**Requirements.** Attachment One provides requirements the State will use to evaluate the Proposals, including 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 on the Project that collectively meets all the team requirements. However, the experience of multiple candidates may not be combined to meet a single requirement. Further, previous experience of the candidate submitted for a Project Manager position may not be used to meet any other team member requirements. Each candidate proposed for the Project team must meet at least one of the requirements.

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

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

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

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

**Cost Evaluation.** Once the technical merits of the Proposals are considered, the State may consider the costs of one (1) or more of the highest-ranking Proposals. But it is within the State's discretion to wait until after any interviews, presentations, and demonstrations to evaluate costs. Also, before evaluating the technical merits of the Proposals, the State may do an initial review of costs to determine if any

Proposals should be rejected because of excessive cost. Further, the State may reconsider the excessiveness of any Proposal's cost at any time in the evaluation process.

The State may select one (1) 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 (1) or more of the highest-ranking Proposals further consideration, the State may move the selected Proposals to the next phase. The State alternatively may choose to bypass any or all subsequent phases and make an award based solely on its scoring of the preceding phases, subject only to its review of the highest-ranking offeror's responsibility, as described below.

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

- Clarify its Proposal and ensure a mutual understanding of the Proposal's content;
- Show the features and functions of its proposed hardware, software, or solution; and
- Demonstrate the professionalism, qualifications, skills, and work knowledge of its proposed candidates.

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

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

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

Some of the factors used in determining an offeror's responsibility, such as reference checks, may also be used in the technical evaluation of Proposals in phase two of the evaluation process. In evaluating

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Negotiated changes will be reduced to writing and become a part of the Contract file, which will be available for public inspection after award of the Contract or cancellation of the RFP, 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 Project 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. The State also may seek such other remedies as may be available to the State in law or in equity for the selected offeror's failure to perform under the Contract.

**Contract.** If this RFP results in a Contract award, the Contract will consist of this RFP, including all attachments, 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 Department of Administrative Services must sign any change order under or amendment to the Contract.

**ATTACHMENT ONE: EVALUATION CRITERIA**

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

Mandatory Offeror Requirement	Accept	Reject
The offeror must have experience within the past five (5) years as the prime contractor on at least one (1) project requiring the custom development, delivery, and support of a web-based application. The web-based application must have been implemented utilizing an ASP .NET platform within n-tier architecture, written in C# for a minimum of one hundred (100) concurrent users with at least one hundred (100) separate geographically dispersed locations.	Y	N

**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:

With the exception of scoring the Offeror Mandatory Requirement and Minority Business Enterprise (MBE)/Encouraging Diversity, Growth and Equity (EDGE), points will be awarded by the criteria listed in the following table with the best proposal in each category being awarded ten (10) points, the second best seven (7) points and the third best four (4) points and any proposal fourth best or lower that meets the criteria will receive two (2) points. Any offeror that does not meet the criteria receives zero points in that category. The standard for evaluation, consequently, is established by the competition.

Points for the following evaluation criteria: Mandatory Offeror Requirement will be awarded according to how well each Proposal addresses the requirement describe in the RFP. Note that the comparative approach is not being used for this criterion and points will be awarded as follows: nine (9) points for Greatly Exceeds, seven (7) points for Exceeds, and five (5) points for Meets. Proposals that do not meet the mandatory requirement will not be scored points and may be rejected.

Points for the following evaluation criteria: Minority Business Enterprise (MBE)/Encouraging Diversity, Growth and Equity (EDGE) will be awarded according to the percentage of the Work detailed in this RFP that an Offeror subcontracts with a business or businesses certified pursuant to ORC 123.151 (MBE) or 123.152 (EDGE). Points will be allocated according to the percentage subcontracted as follows: 0 – 0.99% = 0 points; 1.00 – 1.99% = 1 point; 2.00 – 2.99% = 2 points; 3.00 – 3.99% = 3 points; 4.00 – 4.99% = 4 points; and 5% or above = 5 points.

However, in the event of ties or significant differences in the quality and content of the proposals, the evaluation committee reserves the right to rate the proposals accordingly.

Mandatory Offeror Requirement				
Evaluation Criteria	Weight	Meets	Exceeds	Greatly Exceeds
The offeror must have experience within the past five (5) years as the prime contractor on at least one (1) project requiring the custom development, delivery, and support of a web-based application. The web-based application must have been implemented utilizing an ASP .NET platform within n-tier architecture, written in C# for a minimum of one hundred (100) concurrent users with at least one hundred (100) separate geographically dispersed locations.	10	5	7	9

Minority Business Enterprise (MBE)/Encouraging Diversity, Growth and Equity (EDGE)						
Scored Criteria	% of the Work in this RFP subcontracted to an MBE/EDGE					
	0 – 0.99%	1.00 – 1.99%	2.00 – 2.99%	3.00 – 3.99%	4.00 – 4.99%	5% or above
An Offeror that subcontracts a portion of the Work detailed in this RFP with a business(es) certified pursuant to ORC 123.151 (MBE) or 123.152 (EDGE) will be allocated points according to the percentage (described at the right) so subcontracted.	0 points	1 point	2 points	3 points	4 points	5 points

Proposed System Solution						
Scored Criteria	Weight	Best	2 <sup>nd</sup> Best	3 <sup>rd</sup> Best	Lower than 3 <sup>rd</sup> Best	Not Acceptable
Title Issuance	20	10	7	4	2	0
Report Functionality	15	10	7	4	2	0
Technical Fit	15	10	7	4	2	0

Project Requirements						
Scored Criteria	Weight	Best	2 <sup>nd</sup> Best	3 <sup>rd</sup> Best	Lower than 3 <sup>rd</sup> Best	Not Acceptable
Key Staff and Staffing Plan	20	10	7	4	2	0
Work Plan	10	10	7	4	2	0
Project Plan	10	10	7	4	2	0

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

Criteria	Percentage
Technical Proposal	70%
Cost Summary	30%

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

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

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

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

Cost Summary Points for Tasks and Deliverables = (Lowest Not-To-Exceed Fixed Price/Offeror's Not-To-Exceed Fixed Price) x 285

Cost Summary Points for Optional Maintenance and Support = (Lowest Not-To- Exceed Fixed Price/Offeror's Not-To-Exceed Fixed Price) x 15

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

Total Points = Technical Proposal Points + Cost Summary Points

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

### **PART ONE: PROJECT REQUIREMENTS**

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

**Scope of Work.** The Ohio Department of Public Safety (ODPS) seeks to replace the Automated Title Processing System (ATPS II) decentralized Oracle forms application with a new version of Automated Title Processing System (ATPS III). The ODPS completed an engagement in 2008 where an independent Contractor evaluated the technical architecture for the structuring of ATPS III. This evaluation resulted in a recommendation to implement ATPS III as an Active Server Pages (ASP).Net Web forms application that supports the ODPS / Bureau of Motor Vehicles (BMV) and one hundred fifty-four (154) county Clerks offices in each of Ohio's eighty-eight (88) counties for title issuance. The ATPS III will provide both the information infrastructure for the titling function as well as the actual transaction processing capability.

The State will provide oversight for the entire Project, but the Contractor must provide overall project management for the tasks under this Contract, which will include the day-to-day management of its staff. The Contractor also must assist the State with coordinating assignments for the State staff working on the Project. The Contractor must provide all administrative support for its staff and activities. Throughout the Project, the Contractor must employ ongoing project management techniques to ensure a comprehensive Project Plan is developed, executed, monitored, reported on, and consistently maintained.

The Contractor must provide one (1) full-time Project Manager throughout the Project lifecycle. This Project Manager must work on-site at the ODPS Central Headquarters (HQ) located at 1970 W. Broad Street, Columbus, Ohio, 43223.

The Contractor must employ the proposed Project Manager as a regular, full-time employee from the Proposal submission date through system acceptance of the ATPS III. The Contractor Project Manager will report to the ODPS Project Manager during the entire project lifecycle. Additionally, the Contractor's full-time regular employees must perform at least thirty percent (30%) of the work required to complete the Project. The Contractor may use its personnel or subcontractor personnel to meet the remaining seventy percent (70%) of the work.

The ODPS will provide staff, as it deems appropriate, to perform Project monitoring, participate in quality assurance and configuration management tasks, participate in development tasks and participate in Project reviews. The ODPS' technical staff is expected to assume increasing support roles throughout the Project phases and will assume full maintenance responsibility of the completed Project following the warranty period and any optional maintenance and support periods.

**Contractor Responsibilities and Deliverables.** The Contractor must meet all RFP requirements and complete all Project phases, tasks, Milestones, and Deliverables, as defined in the Contract and provided for in the Project Plan.

#### **Task 1 – Project Management**

**Kick Off Meeting.** The Contractor and the ODPS will conduct a kick-off meeting within five (5) working days prior to project commencement.

**Manage Staff.** The Contractor must provide the day-to-day management of its staff and Project activities, tasks, and Deliverables in accordance with the approved Project work plan and Project schedule. The Contractor has primary responsibility for the successful completion of Project activities, Tasks, and Deliverables and the transfer of knowledge to the ODPS staff. The Contractor must provide administrative support for its staff.

**Update Project Schedule.** The Project schedule submitted with the Contractor's Proposal must be updated and submitted in electronic form, CD-ROM, and paper form to the ODPS Project

Manager for approval within fourteen (14) calendar days of the work start date. The revised Project schedule will become the Contractor's baseline plan to fulfill the Contract. The Contractor must use Microsoft Project as the automated Project Management tool for the maintenance and presentation of the Project schedule during the Project.

The Project schedule must be formally updated in conjunction with the weekly and monthly reporting requirements throughout the Project.

**Project Plan Baselines.** The Project Plan Baseline will be established in the early stages of the ATPS III Project. Once established, the baseline will only be modified through the ATPS III Change Management Board process. The approved baseline will be used for all Project metrics reported on a weekly status reporting schedule.

**Communication Plan.** The Contractor must develop a Communication Plan that ensures timely and appropriate generation, collection, and dissemination of Project information under the direction of the ODPS Project Manager. The Communication Plan must at a minimum include the following:

- Revision History;
- Communication protocols and procedures for reporting to the ODPS stakeholders regarding Project issues;
- Approved changes via the ATPS III Change Management Board and progress made toward completing Project work activities, tasks, and Deliverables, including a description of how project progress will be measured and controlled;
- Project Team roles and responsibility;
- Communication channels in a Diagram; and
- Communication deliverables.

All materials generated as a result of the Communication plan must be turned over to the ODPS upon system acceptance.

**Software Development Plan (SDP).** The Software Development Plan (SDP) is a comprehensive plan that will provide the ODPS with insight into all stages of the software development process and include all information required to manage the Project from a software development perspective. The SDP will be consistent with the ODPS application development and database coding standards (refer to Supplement Four – ODPS C# Coding Standards and Supplement Five – ODPS SQL Coding Standards). The SDP describes the approach to the development of the software, and it will be designed as a top-level plan to be used by managers to direct the development effort.

The SDP identifies resources, schedules, constraints, and capabilities of the software developer's organization which provides the Contractor Project Manager with the information needed to produce the project schedule. This plan will provide the project team members an understanding of what they need to do, when they need to do it, and identify the dependencies and relations for all other software development activities.

Documentation and Artifacts that are to be included in the Software Development Plan include (but are not limited to):

Programming guidelines and standards to be utilized for all Contractor developed software. This includes all development standards, practices, and conventions, language, special software, identification of all development, testing, training and production libraries, and qualitative aspects of data modeling and design;

**Change Management Plan.** The Contractor must work with the ODPS to develop a Change Management Plan that establishes the change management roles and responsibilities, policies,

guidelines, processes, and procedures necessary for controlling and managing the changes during the life of the ATPS III Project.

The Change Management Plan must include a process addressing changes made on the existing ATPS II production system during the ATPS III project implementation ensuring the ATPS III system incorporates all applicable changes at the time of deployment.

**Change Control Process.** The Contractor must work with the ODPS to provide a change control process within the Change Management Plan. Change control is the formal process for identifying the impact of any change or correction that modifies scope, deliverables, timeframes, or resource allocations, and determining the disposition of the requested change or correction.

The Change Control Process could be initiated by events such as the following:

- Legislative Changes in State and Federal legislation;
- Changes in the ODPS business processes or policies;
- New business requirements; and
- Change in time of delivery.

The Contractor must follow an ODPS approved Change Control Process that:

- Spans the entire Project life cycle;
- Incorporates a formal change order process that:
  - Provides a clear scope of what is included and excluded from each change order request;
  - Delineates the system downtime required to implement any change(s), if appropriate;
  - Requires the successful completion of regression testing before the implementation of the change;
  - Incorporates multiple levels of priority for change orders (e.g., critical, must-have, desired, etc.); and
  - Supports the change control process by estimating impacts, investigating solutions, identifying alternatives, inputting appropriate information into Project tracking tools, participating in the decision-making process, and implementing the agreed upon solution.

**ODPS Personnel Interface Matrix.** The Contractor must work with the ODPS Project Manager to produce an ODPS Personnel Interface Matrix identifying the ODPS resources by competence categories that are required for successful execution of the ATPS III Project Plan. This matrix is to be revised and published monthly projecting resource needs by date ranges three (3) months forward. The first ODPS Personnel Interface Matrix must be published within fourteen (14) calendar days of the work start date in conjunction with the Updated Project Schedule.

**Reporting and Status Meetings.** The Contractor must provide periodic reporting and attend status meetings. The weekly status reports, monthly status reports and project schedules do not require a Deliverable review cycle. All electronic status reports must be sent to the ODPS Project Manager. The ODPS Project Manager may require the Contractor to store these reports in a project repository, which provides an automated system that ensures version control, indexing, and storage of all communications media, and must be accessible by the ODPS staff.

**Weekly Meetings.** Throughout the Project, the Contractor's Project Manager and pertinent primary Project staff must attend weekly meetings with the ODPS Project Manager and other members of the ATPS III Project Team. The weekly meetings must follow a preset agenda and must allow the Contractor or the ODPS the option to discuss other issues that concern either party.

**Weekly Status Reports.** The Contractor must provide electronic status reports on the Project, which are due to the ODPS Project Management Team at least twenty-four (24) business hours before each weekly meeting. Weekly status reports must contain, at a minimum, descriptions of the following:

- An Executive Summary;
- Any issues encountered and their current disposition;
- The results of any tests;
- Whether deadlines were met;
- Any issues that need to be addressed before proceeding to the next task;
- Anticipated tasks to be completed in the next week;
- Tasks, percentage completed between zero percent (0%) and one hundred percent (100%) in increments not greater than twenty-five percent (25%), unless otherwise mutually agreed upon between the ODPS Project Manager and the Contractor;
- Updated Project schedule;
- Weekly project metrics (i.e. schedule performance index, cost performance index, schedule variance percent);
- A list of all change requests;
- Updated risk and mitigation planning; and
- Status of all open issues.

The Contractor's proposed format and level of detail for the status report will be subject to the ODPS' approval.

**Monthly Status Reports.** The Contractor must submit an electronic status report, which is due to the ODPS Project Manager by the close of business, the second working day following the end of each month during the Project. Monthly status reports must contain, at a minimum, the following:

- An updated Project Schedule in Microsoft Project;
- A description of the overall completion status of the Project in terms of the approved Project schedule;
- The plans for activities scheduled for the next month;
- The Deliverable status, with percentage of completion and time ahead or behind schedule for particular tasks;
- Identification of Contractor employees assigned to specific activities;
- Identification of the ODPS employees assigned to specific tasks;
- Problems encountered, proposed resolutions, and actual resolutions;
- A list of all change requests;
- An analysis of risk anticipated, proposed mitigation strategies, and resolved risks;
- Any updates required in the change management strategy;
- Testing status and test results; and
- Any proposed changes to the Project schedule.

### **Contractor Deliverables**

The Deliverables to be produced by the Contractor for the Project Management Section must include the following:

- Updated Project Schedule Plan;
- Communication Plan;
- Software Development Plan;
- Change Management Plan;
- ODPS Personnel Interface Matrix; and

- Weekly and Monthly Status Reports.

The ODPS Personnel Interface Matrix, Weekly Status Reports and Monthly Status Reports do not require a deliverable review cycle.

## **Task 2 – Systems Analysis and Design**

The deliverables from this task must be developed according to the approved project plans developed in Task 1, and must be consistent with agreed upon standards. The major objective of the System Analysis and Design task are as follows:

- Ensure the Contractor has a thorough, detailed understanding of the ODPS operation and its functional and technical requirements for ATPS III;
- Confirm, update and refine the functional and technical requirements specified in this RFP's Supplements and supporting documents;
- Elaborate and document the functional and technical requirements of the ATPS III;
- Lead, support and participate in requirements management;
- Document the analysis of ATPS III; and
- Design ATPS III.

All requirements must be defined, designed and documented by the Contractor as part of this Task.

### **Contractor Responsibilities**

The Contractor must complete activities consistent with its proposed methodology to accomplish the task objectives described above and meet all RFP requirements. This will include a view of rapid prototypes of requirements and design concepts, screens, content and application flow. Workflow and performance simulation within design is also preferred. At a minimum, completion of this task must include the following activities

**Review, Confirm and Refine Functional and Technical Requirements.** The Contractor must perform a detailed review and analysis of the functional and technical requirements (including required interfaces) provided as Supplements of this RFP. This analysis must also include a review of the ATPS II application functionality to provide the Contractor with the look and feel that must be implemented with ATPS III. The Contractor must thoroughly confirm, refine and update, if necessary, all the requirements specified in the RFP. In addition, the Contractor must work with the ODPS staff to fully understand the scope, purpose, and implications of each requirement.

Remote access to the ODPS Network will not be available.

**Systems Requirements Specification Document (SRSD).** The Contractor must develop and maintain a System Requirements Specification Document (SRSD). This SRSD must include use cases, business rules, functional and non-functional requirements (e.g., quality attributes, legal and regulatory requirements, standards, performance requirements, and design constraints). The Contractor must also include the resource requirements, which detail Central Processing Unit (CPU), data storage, print, memory, and time estimates for transaction and batch processes required for test, development and production of ATPS III in accordance with the Functional and Technical Requirements in this RFP. The Contractor must ensure that detailed requirements contained in the SRSD are traceable back to the functional and technical requirements specified in the RFP. The specification for each requirement should include a means of measuring that the requirement has been satisfied. This measurement will be utilized to generate the necessary test cases for system and acceptance testing.

Additionally, the SRSD must include:

- A cross-walk or map of each RFP requirement;

- A listing of any open change orders, as well as any requirements subsequently identified in the ODPS Design or Interview Sessions related to any functions and processes; and
- Identification of all internal and external interfaces.

**Requirements Traceability Matrix and Repository.** The Contractor must build and maintain a Requirements Traceability Matrix to track all requirements. The primary objective is to ensure continuity and detail tracking of requirements to system functionality. Requirements must be tracked throughout the project from RFP requirements to the SRSD through production implementation utilizing a tool approved by the ODPS. The requirements must be stored in a single requirements management repository approved by the ODPS that permits reporting of a specific requirement, selected requirements based on type or attributes, and a complete detailed listing of all requirements. This matrix and the repository will be used throughout the project to ensure that design; development, test, and the final production system meet the specified requirements.

**Prepare ATPS III System Architecture Diagram.** The Contractor must develop and maintain an ATPS III System Architecture Diagram. The ATPS III System Diagram must define the general architecture of the system; leveraging the ODPS Architecture standards for ATPS III. All models, diagrams, or flowcharts provided must be constructed by using the Unified Model Language (UML) version 1.3 or greater or the ODPS approved equivalent. A conceptual data model simple enough for a person untrained in data modeling to understand must be included in the diagram.

**Prepare System Design Specification Document (SDSD).** The Contractor must develop and maintain a detailed System Design Specification Document (SDSD) based on the approved SRSD. The SDSD must include the complete design of ATPS III including required interfaces and contain all the information necessary for application development. It must define the design and the complete architecture of the system leveraging the ODPS architecture standards described in Supplement Eleven – ODPS Information Technology Standards. ATPS III must be designed and implemented to meet a system availability standard of 99.999%, 24 X 7.

The SDSD must include preliminary layouts or prototypes for screens, reports, notices, forms, and letters. The Contractor must provide and present the prototypes, and changes to prototypes, for the ODPS staff and other stakeholders for review throughout the design process. The Contractor must facilitate detail design sessions with the ODPS staff and stakeholders to validate all layout and prototype designs. The Contractor must conduct walkthroughs and demonstrations of the prototypes with the ODPS staff and technical resources to enhance the ODPS' understanding and to facilitate the approval process.

The specification for each application element (i.e. screen, report, notice, etc.) must reference the business rules defined in the SRSD and documented as program edits that must be enforced by the element; the security necessary for each application element; and any alerts that are generated or influenced by each element. All the elements of the SDSD must be traceable back to use cases and other requirements contained in the SRSD.

All models, use cases, diagrams, or flowcharts provided in this specification must be constructed by using the Unified Model Language (UML) version 1.3 or greater, except for data models and hardware diagrams. A logical and physical data model must be included in the specification. The creation of each data model must be done in coordination with the ODPS staff. Artifacts produced as a result of this activity should include but are not limited to: use cases, use case models, ATPS III site map(s), data element dictionary, logical data models, physical data model, deployment diagrams, activity diagrams, integration build plans, design packages, design models, interface design models, and supplementary specification documents.

The Logical Data Model (LDM) must be in Third Normal Form (3NF) at a minimum. The finalized LDM must be presented for model review. The LDM must be formally approved by the ODPS before work is done on the Physical Data Model (PDM). In addition, the finalized PDM must be presented to the ODPS staff for a model review and must be formally approved.

Regarding required internal and external interfaces the Contractor must address and include the following with the SDSD:

- An identification of system files and processing architecture to support data interfaces;
- A general narrative of the flow of data interfaces to and from the system;
- A detailed description and diagram of the interfaces system architecture identifying how components are integrated to meet RFP requirements;
- A listing and brief description of each file;
- Final layouts for all interface files to include, at a minimum, file names, data element names, comprehensive data element dictionary with valid values, record length, record names and types, data validation rules for file data content and related processing to insure data integrity and quality; and
- Application Programming Interfaces (API's) utilized within the application to communicate between components and modules or with external systems.

All the elements of the SDSD must be traceable back to the elements defined and documented in the SRSD. They must also trace forward into actual implementation components and test cases. The Contractor must prepare the SDSD with the understanding that its primary audience will be technical staff. Additionally, the document must be written in language that can be understood by non-technical staff.

### **Contractor Deliverables**

The Deliverables to be produced by the Contractor for the System Analysis and Design Task must include the following:

- System Requirements Specification Document (SRSD);
- Requirements Traceability Matrix and Repository;
- ATPS III System Architecture Diagram;
- System Design Specification Document (SDSD);
- Logical Data Model; and
- Physical Data Model.

### **Task 3 – Development**

The development and testing of functionality required to meet the requirements identified in this RFP occurs during this task. All software must be coded and unit-tested by the Contractor, and system documentation must be produced in a format approved by the ODPS.

The products of this task must be developed according to the approved detailed SDSD developed during the System Analysis and Design task, and must be consistent with the agreed upon standards. This task also addresses requirements for system and user documentation, as well as software configuration management processes and procedures.

**Architectural Component Plan.** The Contractor must produce and maintain an Architectural Component Plan which details all hardware and software required for the ATPS III Development, Test, QA, and Production environments. This document must identify the detailed specifications (e.g., components, stock numbers, configurations, quantities) of all hardware and software components the ODPS will purchase for these environments.

In addition, the plan must identify the dates each component must be in operational status. When possible, the ODPS requires a ninety (90) day lead time for component purchases and this plan must identify the lead time for each component. All projected hardware/software order and availability dates must be reflected in the project plan. Any hardware/software plan changes must also be reflected in the ODPS approved project plan.

**ODPS Technical Staff Skill Development and Knowledge Sharing.** The transition from Oracle to .Net technologies is a substantial shift in skill sets for the ODPS technical staff. Mentoring, skill assimilation, task assignment, and knowledge sharing will be critical factors in the successful development and continued support of the new application.

The ODPS will identify the ODPS technical staff who will participate in the development effort. The Contractor will be responsible for identifying appropriate development tasks for the participating ODPS technical staff. The Contractor will be responsible for developing and documenting a formal mentoring plan to support the completion of these tasks. The Contractor will be responsible for schedules, time lines and plans involving tasks that have been assigned to the ODPS technical staff, as part of skill development and knowledge sharing.

The system architecture, code quality and any quality assurance deliverables/processes required of the Contractor as part of this effort (ATPS III), which involve the tasks assigned to the participating ODPS technical staff will remain the responsibility of the Contractor. Task and resource management will be a coordinated effort between the ODPS and the Contractor. Post award, the ODPS will provide a detailed list of specific resources and associated skill sets that will be utilized on development tasks.

The end goal of the "ATPS Technical Staff" Skill Development and Knowledge Sharing effort is, at the conclusion of the implementation of the ATPS III application; the ODPS will have staff members prepared to support the Microsoft .Net C# / SQL version of the ATPS.

**Development and Unit Testing.** The Contractor must lead, configure and complete the setup of the development, test, QA and production environments based on the proposed technical solution. The ODPS staff will shadow the Contractor's technical team during each environment setup but should not be included in any setup task estimates.

The Contractor responsibilities for this Deliverable include the programming of the ATPS III application and required interfaces as defined in the SDD with approved tools and languages according to the development standards (defined in the Supplement Four – ODPS C# Coding Standards and Supplement Five – ODPS SQL Coding Standards) in the approved SDP. All programming should follow best practices as defined by Microsoft's Patterns and Practices Guidelines. The Microsoft's Patterns and Practice guidelines selected by the Contractor must be approved by the ODPS. All code should be written in an object oriented style with appropriate documentation and Extensible Markup Language (XML) Comments. Code Analysis must be run prior to any release.

Any deviations from the approved development standards must be approved by the ODPS and documented, including the rationale behind the deviation.

To facilitate knowledge transfer to the ODPS and a better understanding of ATPS III, the ODPS will provide developers to work with the Contractor with coding ATPS III.

The Contractor is responsible for developing, testing, and maintaining all ATPS III application code in the development and test environments. The Contractor will be required to work with the ODPS staff to assist with migrating the application to, and troubleshooting issues in, the QA and production environments, but access will be restricted or controlled by the ODPS staff within these environments.

The Contractor will be required to manage all code deployments into the development and test environments in a manner such that all code changes and related configuration changes are packaged via a software configuration management tool. The deployment process must be repeatable and consistent. Each release must include notes that document and identify all related application and system software related configuration changes.

The Contractor must test all components (i.e. programs) as stand-alone entities and correct all errors and defects. The creation of unit tests ensures that a single component is resilient and will function correctly on a stand-alone basis (e.g., the component can take inputs and produce expected outputs consistently and repeatedly). The Contractor must document the results of all unit testing in a Unit Test Results Document. The Contractor will provide the results of unit testing to the ODPS Project Manager. The results must document errors and applicable fixes.

**Business Continuity Plan.** The Contractor must provide the ODPS with a Business Continuity Plan that includes the process, policies, and procedures for restoring operations critical to the production ATPS III system that will include application code, database, and non-Operating System (OS) related production software. The Contractor must address the following in the Business Continuity Plan:

- A backup plan identifying how the application code and data should be backed up and, if needed, recovered for normal business operations;
- Provide for mitigation of all production failures; and
- Provide an approach that achieves a complete system recovery within timeframes appropriate for the level of severity of a particular production failure.

**User Documentation.** The Contractor must propose and utilize a tool for the development and implementation of user documentation. The Contractor will work with the ODPS to develop processes and procedures to update the user documentation as required.

The Contractor must provide on-line user procedures, on-line help, and on-line policy documentation. The Contractor must define a centralized location that will contain all user documentation that is available both online and offline, in an ODPS approved format. The Contractor must prepare user documentation for each functional subsystem. The Contractor must prepare draft user documentation during the development activities and update the documentation during the testing and implementation activities, as appropriate. The Contractor will be responsible for the production and distribution of all user documentation updates in a timely manner. The following are minimum requirements for ATPS III user documentation:

- The documentation must be rules based driven using meta-data wherever possible, allowing for automatic updates to the documentation when system or requirement changes occur. The documentation must also include on-line, context-sensitive help screens for all ATPS III functions;
- The documentation must include the use of content/document management capability to link, track, and update all documentation affected by a system or requirement change;
- The documentation must be available on-line via the ATPS III application and provide an online search capability with context-sensitive help;
- User documentation must be written and organized so that users, not trained in data processing can learn from reading the documentation and determine how to access the online windows/screens, reports, and perform all other user functions;
- User documentation must be written in a procedural, step-by-step format and should be aligned with the transition documents;
- User manuals must contain a table of contents and an index;
- Descriptions of error messages or validation errors for all fields incurring edits must be presented and the necessary steps to correct such errors must be provided;
- Abbreviations must be consistent throughout the documentation;
- Field names for the same fields on different records must be consistent throughout the documentation;
- User manuals must contain illustrations of windows and screens used in ATPS III;
- User manuals must contain a section describing all reports generated within ATPS III, which include the following:
  - A narrative description of each report;

- The purpose of the report;
- Definition of all fields in the report, including detailed explanations of calculations used to create all data and explanations of all subtotals and totals;
- Desktop guide that includes appropriate instructions from this bullet list and provides users with all the information they need for role based access to the screens and functions that are necessary for their jobs; and
- Draft user documentation will be used as the basis for user acceptance testing and training, as well as final versions that will be used for training before the start of operations.

**Software Configuration Management Process, Tools and Documentation.** The ODPS currently uses Team Foundation Server (TFS) to track software changes. The Contractor must use this instance of TFS to comply with this requirement or must provide automated tools, processes, and documentation for software configuration management with the ODPS' approval. The Contractor must conduct all activities in software configuration management to conduct an efficient, auditable and secure software development process. The software configuration management process must allow for iterative development and testing processes.

**System Administration Manual.** The Contractor must develop and maintain a System Administration Manual that identifies all administrative functions included in ATPS III and describes in detail their operation and administration. This manual must be updated as required throughout the project.

**Operations Documentation.** The Contractor must develop a complete operations document that must include overviews of the application, system structure, major processing, and required interfaces. This documentation must include any required periodic maintenance tasks and must also describe the overall batch or background process schedule, which includes dependencies, sequencing, and timing. This documentation must be updated as required throughout the project.

The Contractor must consider the Technical Requirements when developing the operating procedures to leverage existing operations management tools. Minimum requirements for ATPS III Operating Procedures are as follows:

- Must be written in a procedural, step-by-step format and linked to the roles-based rules engine;
- Operating procedures must be created and maintained in Microsoft Word (consistent with the ODPS standards) and must be available online and provided on request to the ODPS on disk, or CD-ROM;
- Instructions for sequential functions must follow the flow of actual activity;
- Operating procedures must contain a table of contents, be indexed, and include an on-line search capability;
- Descriptions of error messages for all fields incurring edits must be presented;
- Definitions of codes used in various sections of a manual must be consistent;
- Mnemonics used in operating procedures must be identified and must be consistent with windows, screens, reports, and the data element dictionary;
- Abbreviations must be consistent throughout the documentation;
- Instructions for making on-line updates must clearly depict which data and files are being changed and must include:
  - Requirements for purging, archiving, backing up, and restoring required data;
  - Requirements for monitoring and identifying adequate space allocations for the systems data volume;
- Flow charts and process flows that diagram batch processes, including listing each job function, dependencies, or special processing; and
- Operating procedures must contain any internal reports used for balancing or other internal reports that are not ATPS III outputs. All fields in reports must be defined, including detailed explanations of calculations used to create all data.

**System Documentation.** The Contractor must produce a complete system documentation that documents the application software and its architecture (e.g., implementation view of the application architecture). This includes all ATPS III system source code, programs, and executables. This documentation must be produced in compliance with the ODPS standards for document production provided at the beginning of the development activities. The Contractor must maintain this documentation to reflect changes made throughout the project.

### **Contractor Deliverables**

The Deliverables to be produced by the Contractor for the Development Task must include the following:

- Architectural Component Plan;
- Unit Testing Results Document;
- Business Continuity Plan;
- User Documentation;
- Software Configuration Management Documentation;
- System Administration Manual;
- Operations Documentation and
- System Documentation.

User Documentation, the System Administration Manual and Operations Documentation generated as a result of this task must be turned over to the ODPS upon system acceptance.

### **Task 4 – Testing**

Within the testing activities, appropriate testing must occur for each development iteration. Live data will not be used for testing or training purposes in accordance with Ohio Revised 1347.15 (<http://codes.ohio.gov/orc/1347.15>). The ODPS will provide testing data. Planning for the testing task must occur as early in the Project as possible to ensure successful testing results.

Additionally, various types of testing require separate test environments (Development, Integration Testing/System Testing (IT/ST), and QA). The ODPS requires the Contractor's testing methodology to appropriately address the testing requirements described in this task. The objectives of the testing task are to perform system/sub-system, integration, negative, and regression (baseline) testing to ensure all relevant ATPS III requirements are satisfied. Load/stress and User Acceptance Testing (UAT) are also required.

### **Contractor Responsibilities**

The Contractor must perform the following activities during the test activities:

**Proposed Test Environments.** The Contractor must ensure the specifications and configurations proposed for the test environment hardware and software are sufficient to facilitate successful execution of all the tests described in this task. Based on Contractor specifications and configurations, the ODPS will provide, maintain, and support the test environments. The test environments may be used for load/stress testing, UAT testing (QA Environment), as well as for training pending ATPS III transition into a production environment.

**Test Plans.** The Contractor must develop test plans (this includes Unit, Integration/System, Negative, Load/Stress, Regression, Parallel and UAT). The plans must show valid links from UAT all the way back to each functional requirement. The plans must:

- Identify the inputs to the test, the steps in the testing process, and the expected results;
- Identify any software tools used during testing;
- Identify all ODPS resources needed;

- Include proposed test metrics for progress reports that must be issued at intervals approved by the ODPS;
- Provide detailed descriptions of the test environments, methods, workflow, and training required;
- Describe the defect identification, tracking and resolution processes to be executed during the tests;
- Include test scripts and test cases thoroughly test the functionality of the system and address all data scenarios that the system will process;
- Include a description of every test scenario, linkage to the approved ODPS policy and business functions, and expected test results;
- Include a mapping of every test scenario to every element in the requirements traceability matrix;
- Include an organization plan showing Contractor personnel responsible for testing;
- Include a description of how the testing effort will be managed, including strategies for dealing with delays in the testing effort, high volume of defects, back-up plan, back-up personnel, and related issues;
- Describe the approach for updating documentation based on test results;
- Describe procedures for notifying the ODPS of problems discovered in testing, testing progress, adherence to the test schedule; and
- Include an approach for organizing and presenting test results for the ODPS' review.

**Execute Test Plans.** The Contractor must take responsibility for the execution of the test plans to test all system functionality, including interfaces. Testing must occur in an established test environment that mirrors the Contractor's production environment. To complete the required testing, the Contractor must perform the following:

- Execute the required tests;
- Function as system users during testing and evaluate and validate all test outcomes;
- Provide system output and test outcomes to the ODPS as requested;
- Document and resolve any errors encountered during testing; if major defects are found during testing, the entire test script must be re-initiated and the test period must begin again (e.g., a major defect is anything that stops the system/application from functioning or fails to deliver required functionality); and
- Provide adequate staff dedicated to testing support and problem resolution while the test is in progress.

Upon request, the Contractor must provide a defect and resolution log to the ODPS.

**The Contractor must execute the following tests for the Project:**

**Integration Test.** The Contractor must test a collection of components within the context of the system/sub-system in which they function. System testing ensures the system functions as designed after development and modification of its components.

The Contractor must test modifications within the context of the integrated system/sub-systems (the collection of interconnected systems or sub-systems) in which it functions. Integration testing helps ensure that a defined set of interconnected systems/sub-systems will perform as designed after additions and modifications to the components. The testing must also ensure that interfaces with external systems are exchanging data correctly.

**Negative Test.** The Contractor performs this test to document and determine that the ATPS III will function by evaluating the application response to system data outside of what is defined. This repeatable test is designed to ensure the system will not fail due to invalid or unexpected system inputs. The system will need to be evaluated on how the system performs under such

conditions. The results of the negative test may also result in re-work if the processing results are unacceptable to the ODPS. This testing should be automated when possible.

**Load/Stress Test.** The Contractor performs this test to document that ATPS III will function within the normal work day, work week, and work month schedule of the ODPS. The Contractor must conduct load/stress testing to determine on-line, web access, and batch performance levels under expected system loading conditions with production-sized databases. Load/stress testing must also be conducted to evaluate how the system performs under maximum stress conditions and to determine the maximum capacity within specified performance levels. The results of the load test may also result in re-work and system tuning if the processing schedule negatively impacts the ODPS' ability to work a normal business day. The successful completion of load / stress testing as determined by the ODPS is one of the testing prerequisites for progression to user acceptance testing.

**Regression Testing.** Any changes to the application architecture/code as a result of bug fixes, enhancements or requirement changes must trigger Regression tests at the Unit as well as Integration/System levels. This must include running existing tests as well as possibly writing and running new tests as required. The Contractor must work with the ODPS staff to make sure that the testing is adequate without being excessive to the point where it has a deleterious effect on the Project schedules, time lines and budgets.

**Capacity Analysis Document.** The Contractor must analyze and evaluate performance of all systems, telecommunication networks, hardware, and software to determine the capacity of the solution being implemented. This includes the components in the network layer, the hardware layer, the application layer, and the presentation layer. The result of this analysis must be included in the document. All performance monitoring results and summaries must be made available for review on a daily basis. All results and recommendations must be provided in the capacity analysis document.

Minimum requirements for the capacity analysis document are:

**Disk needs for:**

- Database (index table space) in megs or gigs;
- FTP;
- Flat file usage;
- Backups;
- Temp/Sort space on DBMS. Application, logs, Operating Systems (OS), 3<sup>rd</sup> party applications, etc.; and
- Speeds.

**Memory and CPU needs:**

- Web servers;
- Application servers;
- Database servers; and
- All other system servers.

**Tape usage needs for:**

- The ODPS does not use tapes. The ODPS uses virtual tape, which is covered under Disk needs for Backups.

**Real time transaction needs for:**

- Number of transactions per second; and

- Average number of database accesses per transaction. This could be broken down by select, insert, update, and delete.

**Database needs for:**

- Number of tables/indices;
- Initial rows expected and growth rate per quarter; and
- Number of inserts, updates, deletes, and selects per day.

**Application needs for:**

- Message broker usage;
- Number of batch programs;
- Number of online programs;
- Number of application servers;
- Number of database servers;
- Batch window;
- Weekly processing;
- Monthly processing;
- Quarterly processing; and
- Year end processing.

**Performance Tuning Document.** The Contractor must perform all application system modifications required to ensure the system meets performance requirements specified in the SDSD. ATPS III must meet a system availability standard of 99.999%, 24 X 7. The majority of the modifications will be identified using a load testing tool approved by the ODPS. Performance tuning must be planned and completed using tier by tier and end to end methodologies. The Contractor may suggest changes to system settings to improve performance. The ODPS may consider suggested changes to system settings as appropriate. All results and recommendations must be provided in the Performance Tuning Document.

**Test Results Document.** The Test Results Document must include all test results and system recommendations. The document must contain sufficient information to permit the ODPS to validate that the required tests have been successfully executed in accordance with the approved test plans. The tests performed must prove that the system meets the approved requirements. All defects encountered during the testing and their resolutions must also be reported in the test results document. If test results are deemed unacceptable by the ODPS, the Contractor must make modifications to appropriate systems and repeat the testing and approval process.

**UAT Plan.** In addition to the requirements described in the test plans section above, the Contractor must work with the ODPS to develop a UAT plan. The plan must include at a minimum the following:

- Define the approach, scope, and criteria for UAT;
- Documentation of UAT procedures, timelines, and processes, which include test metrics for progress reports that must be issued at intervals approved by the ODPS;
- Identify the inputs to the test, the steps in the testing process, and the expected results;
- Identify any software tools used during UAT;
- Include test scripts and test cases that thoroughly test the functionality of the system and address all data scenarios that the system will process;
- Include a description of every test scenario, linkage to the approved ODPS policy and business functions, and expected test results;
- Include a mapping of every test scenario to every element in the requirements traceability matrix;
- Approach to training the ODPS staff responsible for the UAT;

- Identify the anticipated ODPS and Contractor resources involved in UAT;
- Describe how the development of the test scenarios ensure all subsystems/interfaces and functions of the ATPS III are accounted for and evaluated;
- Define the schedule of the acceptance testing effort;
- Describe how the acceptance testing process is tracked and monitored to ensure all testing and re-testing have been satisfactorily completed;
- Describe the defect identification, tracking and resolution processes to be executed during UAT;
- Describe the approach for updating documentation based on test results;
- Describe procedures for notifying the Contractor of problems discovered during UAT; and
- Include an approach for organizing and presenting test results for the ODPS' review.

**Execute UAT Plan.** The UAT demonstrates that the system is ready to perform all functions for the ATPS III required by the RFP. All ATPS III subsystems and modules will be tested by the ODPS before start of the pilot. The UAT will be conducted in a controlled and stable environment. The UAT is designed to test the existence and proper functioning of edits and audits, accuracy of title records, file maintenance, format and content of all system outputs (including outputs from reporting functions), all business processes, and utilization management.

The Contractor must take responsibility for the execution of the UAT Plan to test all system functionality, including interfaces. Testing by the ODPS staff must occur in an established test environment that mirrors the Contractor's production environment. To complete the required testing, the Contractor must monitor and support UAT and the ODPS as follows:

- Utilize the ODPS provided data and files to execute UAT;
- Function as system users during testing and evaluate and validate all test outcomes;
- Evaluate all UAT outcomes;
- Analyze and evaluate performance of all systems, telecommunication networks, hardware, and software;
- Perform all system modifications required to ensure system performance meets performance requirements;
- Document, track and resolve any errors encountered during UAT; if major defects are found during UAT, the entire test script must be re-initiated and the test period must begin again (e.g., a major defect is anything that stops the system/application from functioning or fails to deliver required functionality); and
- Provide adequate staff dedicated to testing support and problem resolution while UAT is in progress.

Upon request, the Contractor must provide a defect and resolution log to the ODPS.

**UAT Defect Tracking Report.** The Contractor must report metrics from the UAT weekly. The UAT Defect Tracking Report must:

- Capture or assign a unique identification (ID) for each acceptance test script, case and scenario;
- Store scripts, cases and scenarios and UAT results by ATPS III business function (subsystem);
- Cross-reference to requirements covered by each test script, case and scenario;
- Define and report UAT status by:
  - Number of UAT scripts, cases and scenarios identified for the business process and sub-business process;
  - Number of scripts, cases and scenarios ready for testing;
  - Number of scripts, cases and scenarios released for UAT;
  - Number of UAT scripts, cases and scenarios that have passed;

- Number of UAT scripts, cases and scenarios that have failed;
- Number of defects identified by severity;
- Number of test cases under further research after initial results;
- Number of UAT scripts, cases and scenarios passed and signed off by the ODPS as completed and number of UAT scenarios that failed;
- Number of UAT scripts, cases and scenarios to be retested;
- Number of remaining test scripts, cases and scenarios to be tested/retested; and
- Define what Percentage (%) of scripts, cases and scenarios complete.

In addition, the Contractor must work with the ODPS staff to analyze UAT results and to identify any corrections needed and make those corrections.

**UAT Final Report.** The Contractor must summarize the results of the UAT in the UAT Final Report.

Minimum content requirements for the UAT Final Report are:

- A summary of the testing process, including number of problems identified and corrected, by type;
- A listing of all acceptance test of scripts, cases and scenarios that passed acceptance testing by functional area within the business model;
- Descriptions of problems identified, details of defects created, severity, and corrective steps taken; and
- Description of issues outstanding at the end of UAT, the plan for resolution, and the impact on operations.

**Parallel Test.** The ATPS II/ATPS III parallel test is designed to ensure that the Contractor is ready to process title data correctly upon termination of the current ATPS II and during the phased implementation/conversion to the new ATPS III. Parallel testing will be executed in the production environment using a representative dataset of titles to ensure inclusion of title variations that are likely to occur. The Contractor must develop and execute an iterative process to simulate processing of titles in the new ATPS III that were previously adjudicated and paid by the current ATPS II. This title parallel processing must produce the same results from both applications including both titles processed successfully and titles failing to process. The parallel run reconciliation process will include an electronic match for processed and unprocessed titles.

## **Contractor Deliverables**

The Deliverables to be produced by the Contractor for the testing activities include the following:

- Test Plans (this includes Unit, Integration/System, Negative, Load/Stress, Regression, and Parallel);
- Test Results Document;
- Capacity Analysis Document;
- Performance Tuning Document;
- UAT Plan;
- UAT Defect Tracking Report; and
- UAT Final Report.

## **Task 5 – Pilot Implementation**

A Pilot Implementation involving one (1) small county, one (1) medium county and one (1) large county within a fifty (50) mile radius of Columbus, Ohio (to include all offices for a given county) for thirty (30) consecutive business days is required. The Pilot Implementation will utilize production documents.

## **Contractor Responsibilities**

**Proposed Production Environment.** The Contractor must ensure the specifications and configurations proposed for the production environment hardware and software are sufficient to facilitate successful execution of the Pilot Implementation. Based on Contractor specifications and configurations, the ODPS will provide, maintain, and support the production environment. The Contractor must assist the ODPS staff with promoting the ATPS III system (application and required interfaces) to the production environment and troubleshoot issues in, the QA and production environments, but access will be restricted or controlled by the ODPS staff within these environments.

**Pilot Implementation Plan.** The Pilot Implementation Plan must demonstrate to the ODPS how the Contractor will implement the ATPS III system (application and required interfaces) for the Pilot. The plan must describe the approach for coordinating the following Contractor responsibilities:

- Continual Data synchronization and Final Data conversion activities;
- Technical preparation and system changeover activities that include, but are not limited to, ensuring designated Pilot sites are trained, equipped with the appropriate hardware, software and documentation required to use and administer ATPS III, a help desk function and technical support are provided along with the Contractor operation of ATPS III;
- Development of a Pilot Implementation activities check list;
- Description of Contractor staffing requirements, by role and responsibilities for Pilot Implementation;
- Pilot Implementation schedule for Pilot offices;
- Identification of Pilot risks and mitigation plans for each potential risk identified.
- Strategies for business and system continuity for planning, as a result of Pilot Implementation issues. The Contractor must include alternate solutions for each risk that are acceptable to the ODPS and the title offices;
- Analysis and evaluation of performance of all systems, telecommunication networks, hardware and software;
- Implementation of all system modifications required to ensure system performance meets performance requirements; and
- Description of the defect identification, tracking and resolution processes to be used during the Pilot.

**Management and Support of ATPS III Help Desk.** Beginning with Pilot Implementation through transition to the ODPS the Contractor must provide onsite support, to the current Help Desk, and train the ODPS staff on the ATPS III system. The Contractor must provide the support to the ODPS Help Desk and technical staff from 6:00 a.m. to 5:00 p.m. Monday through Friday for three (3) months following Final System Acceptance to answer any questions related to the operation of the system. The Help Desk will respond to all system and user questions within two (2) hours of notification of a problem. The Help Desk will be located at the ODPS Central Headquarters (HQ).

The Help Desk will utilize help desk software, for documenting and tracking all help desk inquires. (Currently, the ODPS Help Desk utilizes Remedy software. No new/alternative incident management software will be considered as part of this project.) The Contractor must produce, and update as necessary, a Help Desk Procedure Manual which will be utilized to address all system and user questions including problem identification, initial diagnosis and checklist, problem resolution/referral procedures, and a list of frequently asked questions. The procedures must include protocols for managing and responding to incoming phone calls, voice mail, and e-mail options. The Contractor prior to implementing Help Desk operations support must train the ODPS Help Desk staff.

**Pilot Implementation Certification.** The Contractor must provide documentation that certifies that the ATPS III system (application and required interfaces) meets the design/performance

capabilities stipulated by the Contract and is ready for Pilot Implementation. The documentation must confirm:

- All staff have completed staff and management training;
- All testing has been performed successfully and accepted by the ODPS;
- All data has been converted and accepted by the ODPS; and
- All user and system supports are in place.

**Execute the Pilot.** The Pilot Implementation must be executed according to the approved Pilot Implementation Plan and must be a fully integrated testing period, in a production environment. During the Pilot the Contractor must successfully demonstrate that ATPS III meets all requirements of this Contract for thirty (30) consecutive calendar days in order to achieve Pilot certification and move to implementation of the remaining county title offices.

The Pilot Implementation must include, but will not be limited to, production testing to confirm to the ODPS' satisfaction, that the Contractor has addressed and successfully coded the new ATPS III system to:

- Perform successfully in accordance with all technical and user specifications; the ODPS reserves the right to conduct measurements of the performance specifications at any time during this period;
- Demonstrate ease of use and operations;
- Operate effectively and efficiently without component and software failures, for a sustained period of thirty (30) consecutive calendar days, during which the system must be up and functional at least ninety-nine percent (99.0%) of the time ATPS III is scheduled to be available to its users;
- Demonstrate problem-free interaction with required ODPS system interfaces and synchronization with the ATPS II legacy environment until all eighty-eight (88) Ohio counties and their respective branch title offices have been converted to the new ATPS III and accepted by the ODPS; and
- Demonstrate the ATPS III application and interfaces are secure and equipped with effective security features.

The Contractor must, in order to pass the Pilot Implementation Test Period, address and resolve all Severity 1 and 2 defects prior to moving forward with the phased implementation of the remaining counties. It will be the sole discretion of the ODPS to determine the acceptance of any defect resolution. The Contractor must demonstrate successful testing of all defect resolution code changes made and a formal methodology and plan for change management must be adhered to and agreed to by the ODPS Project Manager before the Contractor can move forward with any additional project phases or tasks.

The Contractor must, in order to successfully complete the Pilot Implementation, demonstrate its ability to provide adequate service and maintenance of the ATPS III.

If the ATPS III does not, in the sole judgment of the ODPS, perform or operate in accord with the criteria set forth in this Contract, for thirty (30) consecutive calendar days, the Pilot Implementation Test Period may continue, at the ODPS' sole discretion, on a day-to-day basis until the ATPS III meets all criteria for thirty (30) consecutive calendar days.

During the Pilot, the Contractor will be responsible for the operation, support and maintenance of the ATPS III.

**Pilot Results Document.** The Pilot Results Document must include all results and system recommendations. The document must contain sufficient information to permit the ODPS to validate that the Pilot has been successfully executed in accordance with the approved Pilot Implementation Plan. The Pilot must prove that the system meets the approved requirements. All

defects and problems encountered during the Pilot and their resolutions must also be reported in the Pilot Results Document. If Pilot results are deemed unacceptable by the ODPS, the Contractor must make modifications to appropriate systems and repeat the Pilot Implementation and approval process.

**Pilot Acceptance Period.** Upon approval and acceptance of the Pilot Results Document by the ODPS, the Contractor will be required to complete the phased implementation of the remaining eighty-five (85) Ohio counties. Prior to initiating the phased implementation the ODPS' Project Manager will sign-off on each pilot location. It is imperative that an entire county be converted to ATPS III at the same date and time.

### **Contractor Deliverables**

The Deliverables to be produced by the Contractor for the Pilot Implementation include the following:

- Pilot Implementation Plan;
- Help Desk Procedures Manual;
- Pilot Implementation Certification; and
- Pilot Results Document.

### **Task 6 – Data Conversion & Synchronization**

The ATPS III Project requires a phased implementation, and as a result, the ATPS II will be maintained by the ODPS until the statewide implementation of the ATPS III is completed and accepted. The data conversion and synchronization task involves planning, identifying, and analyzing data conversion and synchronization requirements, preparing conversion and synchronization specifications, developing and testing conversion programs, and converting and synchronizing the data. Objectives of this task are described below:

- Data synchronization;
- Data integrity;
- Data cleansing and purification;
- Data quality;
- Data verification;
- Data loads for testing purposes; and
- Data load completion.

### **Contractor Responsibilities**

At a minimum, the activities of this task must include the following:

**Data Conversion and Synchronization Plan.** The Contractor must create a Data Conversion and Synchronization Plan that defines the conversion and synchronization processes and environment, and describes strategies for both the automated conversion and synchronization of data. Additionally, the data conversion and synchronization plan, at a minimum, must:

- Include a detailed approach for conversion and synchronization of all data, user validation of converted and synchronized data, and final conversion of data;
- Include a detailed conversion and synchronization schedule;
- Include any metrics to monitor data quality;
- Identify personnel resources assigned to the conversion;
- Describe the synchronization of each file, identifying source file(s), respective target file(s), and interface(s);
- Include a test strategy;

- Describe procedures for tracking and correcting conversion and synchronization problems when encountered;
- Describe how the integrity and confidentiality of the data will be protected throughout the conversion and synchronization processes; and
- Validate the accuracy of the data conversion and synchronization both by using comparative reports and record counts.

The Contractor will not be permitted to take or transmit any data off-site.

**Data Conversion and Synchronization Reports.** At a minimum, the Contractor must produce the following reports to ensure adequate checks and balances in the conversion and synchronization processes:

- Detailed mapping of the conversion and synchronization elements (Source Fields to Target Fields) for each Entity; and
- Data Verification reports.

**Develop and Provide Conversion Programs.** The Contractor must either write programs to extract data from the current systems, or utilize existing extract routines if possible. The contractor must provide a letter certifying that the programs utilized for conversion and synchronization are error free and fit for the task of performing the conversion.

**Data Conversion and Synchronization Test Scripts.** The Contractor must develop and use conversion test scripts based on the design and specific functions included in the conversion and synchronization process. These scripts should be step-by-step instructions addressing every activity in the conversion and synchronization process for each data file converted.

**Data Conversion and Synchronization Results.** The Contractor must convert and load existing ATPS II data into ATPS III. See Supplement Fourteen – Conversion Data and Entity Relationship Diagrams for the data format and to approximate amount of data that needs to be converted and loaded.

The Contractor must convert and synchronize data for the ATPS III Project. This will include running conversion programs; performing manual data conversion as necessary; performing quality control; reporting on outcomes and converting data in preparation for system operation. The Contractor must provide a Data Conversion and Synchronizations Results Document that contains statistics and outcomes from converting and synchronizing ATPS III data. The format of this document must be approved by the ODPS during the data conversion and synchronization planning effort. The Contractor must perform a final conversion and synchronization of all data as a part of the Pilot Implementation task. All converted and synchronized data will be verified prior to any other use of the system, and the ODPS will sign off on the conversion/synchronization results.

### **Contractor Deliverables**

The Deliverables to be produced by the Contractor for the Data Conversion and Synchronization Task must include the following:

- Data Conversion and Synchronization Plan;
- Data Conversion and Synchronization Test Scripts;
- Data Conversion and Synchronization Reports; and
- Data Conversion and Synchronization Results Document.

## Task 7 – Training

The ODPS requires training to prepare the staff for ATPS III. The objective of training is to prepare the ODPS staff and the Title Office staff for the technology update from a decentralized application to a centralized web enabled application and for changes in roles and responsibilities driven by ATPS III.

### Contractor Responsibility

The Contractor will be responsible for the following activities for the training task.

**Prepare and Maintain Training Database and Application Software.** In coordination with the ODPS Staff, the Contractor must ensure the specifications and configurations proposed for the training environment hardware and software are sufficient to facilitate successful execution of all training described in this task.

The Contractor, based upon the ODPS protocols, equipment, and network, must prepare, implement, support and maintain a technical training application (database and application software), capable of supporting concurrent training classes. Due to the potential concurrent training class schedules, the training application must be capable of allowing for independent training data refreshes as controlled by the trainers. In coordination with and approval of the ODPS, the training database(s) and application software must be installed in a separate technical environment from the development or production database environments. The Contractor must perform all training database(s) and application software refreshing maintenance duties in assuring each classroom's readiness for the next training session activities. Based upon the ODPS protocols, equipment, and network, the Contractor, must ensure access, in conjunction with the implementation schedule, to the technical training application (database and application software) for post training practice. The Contractor must maintain and support the application and data during this effort in the event of application failure. The Contractor must use the training environment to accomplish this section.

**Training Plan.** The Contractor must create, maintain, and update, as required a plan for technical and non-technical training. The training plan must include at least the following:

- Provide an overview of the training methodology and training objectives for ATPS III users;
- Identify the training courses and associated course objectives, including the format and content of all training material to be developed by the Contractor;
- Identify the training presentation style required for each role;
- Identify the number of role based training sessions necessary to train all identified staff per designated security levels;
- Identify the number of users to be trained by type of training;
- Identify the length of each training course;
- Define hardware, software, and supplies required for the training environment;
- Define procedures for implementing, supporting and maintaining a training database;
- Provide for evaluation of training sessions and feedback to the ODPS;
- Provide a training schedule that identifies the milestones for ATPS III training; and
- Identify potential impact to on-going business operations and determine methods to minimize the impact to on-going business operations. Due to the nature and timing of work performed all the trainees' functional groupings of staff and managers cannot be trained during the same session. There must be adequate coverage for business functions to proceed. This must be accomplished with input and approval from the ODPS Project Manager.

The Contractor must develop a Training Plan to ensure just in time training activities.

**Deliver Training.** The Contractor must provide training to ATPS III users, trainers, technical staff, administrators, managers, title office staff and ATPS III test, conversion, and system transfer teams. The Contractor must deliver the following types of training:

- Contractor Training;
- County Field Office Training;
- System Administration Training;
- Staff and Management User Training; and
- ODPS Software Development Staff Training.

The Contractor must develop a training curriculum based and segmented toward specific security levels and role-based groups. The Contractor must develop all training documentation and training curriculum for the training sessions. The Contractor will be responsible for providing training instructor(s) to conduct the actual training courses.

The Contractor will be responsible for the development and delivery of various methods of training such as but not limited to classroom style, Web, computer, online tutorial and video-based. The Contractor will be responsible for providing the appropriate venue for delivery of the training method being employed for delivery to the training sessions' audience. The number, timing, and size of training sessions will be coordinated with the ODPS Project Manager. Live data will not be used for training purposes in accordance with Revised Code 1347.15 (<http://codes.ohio.gov/orc/1347.15>). The ODPS may, at its sole discretion, record any training sessions and use any training materials for future training, user documentation, or promotional use.

The Contractor must be prepared to train up to thirty (30) project technical staff, approximately one thousand one hundred (1,100) non-technical staff, and approximately one hundred (100) train-the-trainer staff. The numbers of Clerks' staff are broken down by individual office in the Contact Information spreadsheet (Refer to Supplement Nine – County Office Hours - Combined).

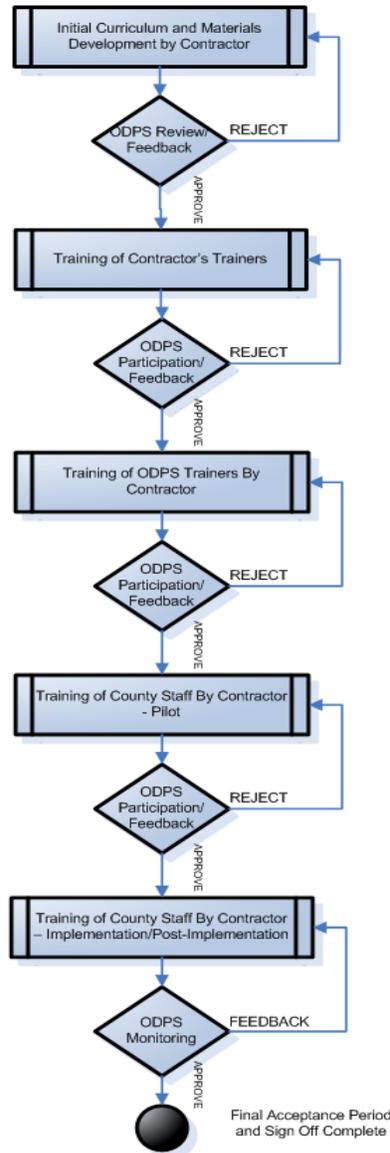
The Clerks and their staff must be able to perform, on ATPS III, from a functional aspect at the same level of proficiency as they functioned previously when utilizing ATPS II to perform their duties and responsibilities.

**Contractor Training.** The ODPS will approve the training curriculum and training materials used to train the Contractor trainers. The ODPS must approve the trainers selected to provide training. The Contractor must present a “dry run” of the training, by the Contractor trainers, to the ODPS. Appointed ODPS staff will attend the training sessions for the Contractor trainers who will be providing the non-technical training.

The Contractor must allow the ODPS to provide feedback to modify training, perform a follow-up presentation of the training to receive ODPS approval. An unsatisfactory training presentation will delay the implementation of ATPS III. The ODPS advises the Contractor to begin the planning and development of the “County Field Office Training” early in the Project schedule.

See the following chart for details of the project training vision.

**ATPS III  
Training Vision**



**County Field Office Training.** The Contractor must develop training materials and conduct training classes for Clerks' office personnel to ensure they are trained to use titling functions specific to the county title office functions. The ODPS requires the Contractor to develop and deliver multiple sessions of the "Office Staff and Management Users" training at county district locations (See Supplement Eight -District County Title Office Locations), according to the approved Training Plan. The number of these training sessions must allow for training all of the title office staff by district in coordination with the roll out schedule of offices moving from ATPS II to ATPS III. The delivery of this training to all field offices is critical to the success of this project.

The Contractor Project Manager must coordinate with the ODPS Project Manager identifying the required participants to complete field training enabling all title office staff members to use the ATPS III application at the time of the office's roll-out. In order to prepare the ODPS for post implementation training needs, this training will require the use of "Train the Trainer" style training. This training must provide title office staff members all of the necessary instruction to enable use of all system features, processes, reporting and data extraction activities of the ATPS III application.

The field office training must ensure the Clerk's title office personnel are fully trained to use software at their location. This must include, but is not limited to:

- Troubleshooting and problem diagnosis;
- ATPS III operation, as well as an overview of the system software architecture and connectivity;
- Separate training modules for general user, manager/administrator, book keeping, ad hoc custom report generation;
- Training must be scheduled in advance at a mutually agreed upon time between the Contractor and the Association or their designee;
- Training must occur during counties' field offices' normal business hours Monday through Friday, excluding State holidays, between the hours of 9:00 a.m. and 4:00 p.m.; and
- All day Support for each office will be provided during regular business hours, for the day of and the day after implementation. If the day after implementation is not a normal business day, Support will be provided the following business day.

The Contractor must establish a training site for each district in coordination with district's titling offices and the implementation of ATPS III. In order to meet this requirement of completing the county field office training of titling office staff members, the ODPS requires the Contractor to deliver this training at multiple locations throughout the State at conveniently located sites to accommodate the titling offices in groups related to the current districting of county titling offices. These training sites must be in a central location for each of the districts's titling offices (no more than 60 miles from each title office. Training sessions cannot be offered in a way that necessitates the closing of a titling office during normal hours of operations. (Please refer to Supplement Nine – County Office Hours – Combined for Clerk of Courts Hours of Operation, address and contact information).

**System Administration Training.** The Contractor must provide training for the administration of the ATPS III system. The training must be geared towards the administrators of the software with meaningful instructions on how to take full advantage of all of the capabilities designed for end users. Training also must include the configuration and system administration documentation for a system administrator to allow proper control, configuration, and management of the application. The Contractor will be responsible for training up to thirty (30) trainees in this knowledge area.

**Staff and Management User Training.** The Contractor must provide training to the ODPS personnel who have varying computer skills and who perform different functions within their organizations. The Contractor must train up to one thousand one hundred (1,100) trainees. The Contractor must provide classroom "style of instruction" for each ATPS III job function with job aids. The Contractor must provide various levels of ATPS III training such as users, managers, and train-the-trainer. The ODPS Staff and Management training must include, but is not limited to:

- System Features and System Interoperability;
- Process and Operations;
- Reporting;
- Document Management and Workflow;
- Security;
- Authentication/Registration;
- System Tutorials/System Navigation;
- Rules Based Engine for ATPS III Subsystems;
- Title Issuance & Inquiry;
- Batch Processing & Inquiry;
- Cash Drawer Processing & Inquiry;
- Dealer/Vendor Inquiry;
- Edits and Audits; and
- Financial Management.

**ODPS Software Development Staff Training.** The Contractor must provide technical training, best practices, tools and techniques used in the proposed technical approach. Technical training must occur at a designated ODPS site and in coordination with the transition activities. The Contractor must train up to thirty (30) trainees.

**Develop, Provide and Maintain Training Materials.** The Contractor must develop and update all training materials, which includes e-documentation, manuals, training guides, speaker notes, and course curricula (including training objectives and outcomes). The Contractor must develop a document version control plan for the version control and maintenance for all training materials to include all users training e-documentation. The Contractor also must incorporate on-line help, on-line policy, procedure manuals and hard copy user manuals for the delivery of training. All training materials must be reviewed and approved by the ODPS before the start of the training. The Contractor must provide training on DVD as well as sufficient copies of all training materials for all staff plus a reserve equal to 5% of the total number of copies. The Contractor must provide all electronic source documents, graphics, used in the development and presentation of all aspects of training.

#### **Training Documentation and Formal Approval(s):**

- **Formal Approval of Completed Training.** Training must be implemented in accordance with the Contractor's approved Training Plan. Upon completion of the training, by individual office, the Contractor must submit documentation requesting formal approval by the ODPS Project Manager. This documentation must include the attendee history, type(s) of training, locations and dates of attendance.
- **Prepare Evaluation Tool.** The Contractor must specify the expected performance and the expected outcomes of each type of training in the Training Plan. In conjunction with this, the Contractor must develop evaluation survey tools to determine whether the trainings produced the expected results. The evaluation must consist of various tests administered to trainees at each training session. This evaluation survey tool must be used to identify weaknesses in the training program and specific revisions that need to be made. The Contractor must continually update training based upon feedback provided by the evaluation tool.

This survey tool must also be used to assess the effectiveness of the training sessions provided by the Contractor. The trainers for all training must implement the evaluation survey tool.

- **Training Report.** The Contractor must develop training reports that include information such as, but not limited to, the number of training sessions, type of training, training locations, number of trainees, and information regarding the actual training results and recommendations for follow up training.

#### **Contractor Deliverables**

Deliverables to be produced by the Contractor include the following:

(Note: Refer within the section description for sub-section level deliverables; e.g. materials and sub-plans)

- Training Plan;
- Training Materials;
- Documentation that training is complete;
- Evaluation Tool; and
- Training Report.

## Task 8 – Implementation

This effort will include the remaining implementation activities following a successful Pilot Implementation. Transitioning of the ODPS and the primary consumers of the ATPS II application from the unsupported Oracle technology to a new version of the application built on the agency's targeted and maintainable technology of Microsoft .Net C# / SQL based application will be a significant undertaking of the project.

### Contractor Responsibilities

During the phased implementation after a successful Pilot Implementation, the Contractor will be responsible for the operation and maintenance of the ATPS III until the implementation activities have been successfully completed and accepted by the ODPS. At a minimum, the activities of this effort include the following:

**Implementation Plan.** The Implementation Plan must demonstrate to the ODPS how the Contractor will implement the ATPS III for the remaining title offices. The plan must describe a phased implementation approach coordinating the following:

- Continual and Final Data synchronization and conversion activities;
- Lessons learned from Pilot Implementation;
- Technical preparation and system changeover activities include, but are not limited to, ensuring the remaining title offices are trained, equipped with the appropriate hardware, software and documentation required to use and administer ATPS III, a help desk function and technical support are provided along with the Contractor operation of ATPS III;
- Development of an implementation activities check list;
- Contractor staffing requirements, by role and responsibilities for implementation;
- Implementation schedule (include individual title office implementation schedule);
- Identify risks of implementation and include mitigation plans for each potential risk;
- Strategies for business and system continuity for planning, as a result of implementation issues. The Contractor must include alternate solutions for each risk that are acceptable to all project stakeholders;
- Analysis and evaluation of performance of all systems, telecommunication networks, hardware and software;
- Implementation of all system modifications required to ensure system performance meets performance requirements; and
- Description of the defect identification, tracking and resolution processes to be used during the implementation task.

**Implementation Certification.** For each county the Contractor must provide documentation certifying the system is ready for implementation. The documentation must confirm:

- All staff have completed staff and management training;
- All data has been converted and accepted by the ODPS; and
- All user and system supports are in place.

**Implementation Report.** The Contractor, upon approval of the ODPS Project Manager, must implement ATPS III in accordance with the Contractor's approved Implementation Plan. The Contractor must produce an Implementation Report, by county, detailing all implementation activities and certifying the system is operational and meets performance requirements.

**Performance Period Benchmarking Report.** To determine the growth and reliability of the system, the ODPS implementation staff must perform benchmarking during the performance period (to include tests against predetermined response times), prior to final acceptance. All Performance monitoring results and summaries will be made available for review on a daily basis. The Contractor must recommend all application software; file structure, database and system software modifications necessary to ensure system performance reaches acceptable

levels in the production environments, based upon the results of the benchmarks. Documentation of changes made must be provided in a Performance Period Benchmarking Report and included in the Final Implementation Report.

**Continue Management and Support of ATPS III Help Desk.** Beginning with Pilot Implementation through transition to the ODPS the Contractor must provide on site support to the current ODPS Help Desk for ATPS III. The Contractor must provide the support to the ODPS Help Desk and technical staff from 6:00 a.m. to 5:00 p.m. Monday through Friday for three (3) months following Final System Acceptance to answer any questions related to the operation of the system. The Help Desk will respond to all system and user questions within two hours of notification of a problem. The Help Desk will be located at the ODPS Central Headquarters (HQ).

The ODPS Help Desk will utilize help desk software, for documenting and tracking all help desk inquiries. (Currently, the ODPS Help Desk utilizes Remedy software. No new/alternative incident management software will be considered as part of this project.) The Contractor must update as necessary based on Pilot implementation results, the approved Help Desk Procedure Manual which will be utilized to address all system and user questions including problem identification, initial diagnosis and checklist, problem resolution/referral procedures, and a list of frequently asked questions. The procedures must include protocols for managing and responding to incoming phone calls, voice mail, and e-mail options.

**Present ATPS III to the ODPS for Final Acceptance.** Upon completion of the Implementation, submission of the final Implementation Report, and successful completion of the performance period as defined in Part 5 of "Acceptance and Maintenance", the Contractor must present ATPS III to the ODPS for acceptance. The system presented for final acceptance must account for all required functionality, training, conversion, documentation and any other requirements of this RFP. Upon acceptance of ATPS III, the Contractor is required to provide a twelve (12) month warranty period as defined in Attachment Four, Part Four – Software Warranty.

**ATPS III Documentation.** The Contractor must update and provide to the ODPS all documentation at the time the system is presented for final acceptance. Documentation will be versioned utilizing the ODPS configuration management tool.

## **Contractor Deliverables**

Deliverables to be produced by the Contractor include the following:

- Implementation Plan;
- Signed Implementation Certification Letter;
- Implementation Report;
- Performance Period Benchmarking Report;
- Help Desk Procedure Manual Updates; and
- Updated ATPS III Documentation.

## **Task 9 – Transition**

During this section's effort, the Contractor must execute the agreed upon ATPS III system transition plan, which will help address system transition to the ODPS business users, technical and development staff, project representatives, and business configuration staff.

## **Contractor Responsibilities**

Upon implementation of ATPS III, the Contractor must begin transition of ATPS III operations in accordance with the ODPS accepted transition plan. Technical training in day-to-day operations, support, maintenance, and other assigned routine tasks are pre-requisites to successful transition. The Contractor must provide a full knowledge transfer to the ODPS staff before executing the transition.

**System Transition Plan.** The Contractor must work with the ODPS to create the System Transition Plan. The System Transition Plan must include the following:

- Strategies and timelines to prepare for and implement the transition to the ODPS staff;
- Relevant metrics for accomplishing the plan; and
- Approach to coordinating the transition plan with the ODPS.

**Post Transition Assessment Report.** Upon completion of the Project, the Contractor must develop and submit a Post Transition Assessment Report. This report must include:

- The results of the transition activities;
- An assessment of the overall results of the project;
- Lessons learned;
- A final update to the requirements traceability matrix and repository;
- Current system status information;
- Outstanding system problems, their status and recommendations to resolve outstanding system problems;
- Recommendations for ongoing operations and support;
- Recommendations for system enhancements; and
- Any modifications and corrective actions taken to add to or resolve any deficiencies or omissions discovered in the system during this effort.

### **Contractor Deliverables**

Deliverables to be produced by the Contractor include the following:

- System Transition Plan; and
- Post Transition Assessment Report.

### **Task 10 – Maintenance and Support Tasks (Optional)**

The ODPS' technical staff is expected to assume increasing support roles throughout the Project phases and full responsibility of the completed Project following the successful transition of ATPS III to the ODPS. Throughout the Project, the ODPS will assess its readiness to assume full responsibility, which includes operations, maintenance and support of ATPS III. If necessary, the ODPS may require the Contractor to provide maintenance and support activities required within this task, while the ODPS prepares its technical staff for the successful transition of ATPS III.

Warranty work is required and must not be included in the cost for the optional Maintenance and Support tasks.

This section describes the Contractor's responsibilities for the maintenance and support of ATPS III if the ODPS determines the services are needed.

### **Contractor Responsibilities**

At the State's option the Contractor may be required to provide maintenance, which falls outside the scope of required warranty responsibilities, and support for a period of twelve (12) months after acceptance of ATPS III. At a minimum, the activities of this effort include the following:

**Maintenance and Support Plan.** Before the initiation of this effort, the Contractor must provide a maintenance and support plan. The maintenance and support plan must contain at a minimum:

- Service level agreements consisting of key system metrics e.g., system availability; system response times; correction of application defects);

- Resource requirements from Contractor and the ODPS;
- An approach to the correction of application defects and implementation of updates, patches and repairs which must be incorporated into the service level agreements and system metrics provided as part of the maintenance and support plan; and
- An approach to determining whether an issue is covered by warranty or by the optional maintenance and support tasks.

**Execution of the Approved Maintenance and Support Plan.** The Contractor must execute the Approved Maintenance and Support Plan and provide the ODPS status reports and performance reports on a regular basis (i.e. weekly, monthly, and quarterly).

The Contractor is responsible for maintaining and supporting the ATPS III application, which involves the following:

**Updates, Patches and Repairs.** The Contractor must update, patch, and repair the application software components in the development, test, and training environments, and developed software changes for promotion to production.

The Contractor must follow the deployment processes approved by the ODPS. When installing new application updates, patches and repairs, the Contractor must evaluate the impact on current configurations. Any and all updates, patches, and repairs must be fully and successfully tested before migration to production.

For implementation of updates, patches, and repairs of ATPS III, the Contractor must have the ODPS' approval prior to the release of the updates, patches, and repairs with regularly scheduled maintenance releases.

**Issue and Problem Resolution.** The Contractor must take corrective action, subject to the ODPS Project Manager Approval, to resolve all issues and problems encountered during maintenance and support to ensure the application performs as required.

The Contractor must establish a process, approved by the ODPS that clearly categorizes warranty work from the optional maintenance and support tasks.

During the warranty period, the Contractor is responsible for correction of application defects, which are application malfunctions or functional deviations from the ODPS implemented application design. No requirements or design changes are involved in the correction of application defects.

The Contractor must use the following definitions of resolution priority for issues and problems discovered during production:

- **Urgent** - issue/problem has caused, or has potential to cause, the entire system to go down or to become unavailable;
- **High** - issue/problem directly affects the public, or a large number of stakeholders are prevented from using the system. High-priority problems include those that render a site unable to function, make key functions of the system inoperable, significantly slow processing of data, severely impact multiple stakeholders, lead to federal penalties, misdirect payments, or severely corrupt data;
- **Medium** - issue/problem includes those errors that render minor and non-critical functions of the system inoperable or unstable, and other problems that prevent stakeholders or administrators from performing some of their tasks; and
- **Low** - all other issues/problems that prevent a stakeholder from performing some tasks, but in situations where a workaround is available.

The Contractor must review and diagnose all urgent and high-priority issues and problems within two (2) hours of receipt of the problem notification. The Contractor must review and diagnose all medium- and low-priority problems within four (4) hours of receipt of the problem notification.

Issues and problems, which may include inquiries that cannot be resolved immediately upon receipt by the ATPS III Help Desk, will be classified into the following categories of complexity:

- **Low** - the problem is a known issue, or an immediate solution is available;
- **Medium** - the problem appears to be a bug or data problem; and
- **High** - the problem is hard to trace and is likely to need extensive troubleshooting.

The Contractor must submit a written report to the ODPS Project Manager upon completion of the analysis and diagnosis that identifies the proposed resolution, if it can be identified at that time, and the anticipated completion date/time.

The ODPS will establish priorities and provide approval for the Contractor to begin working to implement or define a proper solution for all urgent and high-priority problems immediately and, if requested by the ODPS Project Manager or designated ODPS Staff, the Contractor must provide on-site assistance and dedicate all available resources to resolving the problem.

Once the resolution is defined, The Contractor must confer with the ODPS Project Manager or designated ODPS Staff, to confirm approval of resolution.

The Contractor must resolve all other ATPS III issues and problems within timeframes specified in the following table:

**Issue Resolution Time Frames**

Complexity	Resolution Priority		
	Low	Medium	High
Low	3 Business Days	1 Business Day	1 Business Day
Medium	7 Business Days	3 Business Days	1 Business Day
High	10 Business Days	4 Business Days	2 Business Days

Whenever an operational problem or issue results in inaccuracy, data corruption, delay or interruption in online availability, delays in titling application processing or Lien Titling processing, reports or other output, immediately notify the ODPS Project Manager or designated ODPS Staff. This notification must include distributing information to the ATPS III Help Desk, subject-matter experts (SME's), and to the ODPS staff via a daily production status report. The notification must include a description of the problem or issue, the expected impact on operational functions, a corrective action plan, and expected time of resolution.

Upon correction of the problem or issue, notify the ODPS Project Manager or designated ODPS Staff the problem or issue is resolved. The following apply for Contractor correction of defects:

- The Contractor must fix all application defects unless the Contractor is not authorized to fix the defect. All defect resolution must be approved by the ODPS.
- For all systems, related problems and issues the Contractor must work with the ODPS staff to diagnose and develop a plan to resolve all such problems and issues.
- Resolutions may require the Contractor to monitor and tune the ATPS III to maintain system performance, and/or correct deficiencies and problems or issues with the functionality.

**On-site Technical Support.** The Contractor must retain a full time Project staff, from the existing Project team, on-site at the ODPS for onsite technical support for a minimum of twelve (12) months after acceptance of ATPS III has occurred. To ensure sufficient space is available at the ODPS, the Contractor must submit a space-planning request to the ODPS Project Manager. The number of staff retained must be sufficient to provide at least the following on-site support:

- System performance monitoring and tuning;
- Technology Development and document strategies for preparing for and implementing the transition to the new system according to currently accepted best practices within the business transformation management field;
- Development and use of relevant metrics for accomplishing the plan;
- Assistance with ensuring a cultural fit with new processes and systems;
- Communications, which includes formal presentations, the project mission, vision, and strategy to stakeholders and organization liaisons;
- Performance support to ensure users have the ability to function in their jobs and roles after implementation;
- Meetings with the ODPS ATPS III Project team, as requested; and
- User training.

**Updated ATPS III Documentation.** The Contractor must update all relevant ATPS III documentation to reflect changes identified during support and maintenance. The Contractor must provide updated and finalized documentation in DVD or CD-ROM and hard copy replacement pages to the ODPS for review and approval.

### **Contractor Deliverables**

Deliverables to be produced by the Contractor for the maintenance and enhancement section include the following:

- Maintenance and Support Plan;
- Space Planning Request; and
- Updated ATPS III Documentation.

### **ODPS Responsibilities**

The ODPS is responsible for procuring, implementing, and maintaining the ATPS III test and training Environments per the Contractors specifications. This includes procuring, installing, maintaining and housing all hardware and software required to perform testing and training for the ATPS III. The ODPS is responsible for installing and promoting ATPS III application code into the production environments. The ODPS will install, maintain and support any system software packages (i.e. HTTP server, application server, message queuing software) required for the ATPS III application in the test, training and production environments according to the specifications. The ODPS is responsible for installing, configuring, and maintaining performance and application monitoring software as specified by the Contractor. The ODPS will provide 24 hour operational support for the scheduled production jobs in the production environment.

The ODPS is responsible for procuring installing and maintaining all workstations, local area networks (LAN), wide area networks (WAN), and internetworking infrastructure required to support the ODPS ATPS staff located in the ODPS facilities.

For all activities, the ODPS will:

- Review for approval Deliverables according to the provisions of the Contract;
- Resolve questions, issues, and disputes raised by the Contractor;
- Participate in detail design sessions in conjunction with representation for the Ohio Clerk of Courts Association (OCCA) ATPS III Steering Committee;

- Provide overall guidance and direction for the Project;
- Manage effective participation of the ODPS staff; and
- Assign staff to perform testing for approval and acceptance.

**State Roles and Responsibilities.** The following State personnel will be available as needed during the Project:

**State Project Manager.** The ODPS Project Manager will provide State project management oversight of the ATPS III ensuring implementation is completed as designed and in accordance with approved work plan. The State Project Manager will be the single point of contact for contractual and Project related matters.

**Subject Matter Experts (SMEs).** State SMEs will participate in implementation related tasks (e.g., requirements review, designs, configuration, UAT, etc.).

**Contractor Roles and Responsibilities.** The following Contractor roles and responsibilities are critical to the success of the Project. At a minimum, the Contractor's staffing plan must include the following key team members:

**Project Manager (PM) Role:** The Contractor Project Manager (PM) must provide project management oversight through acceptance of the ATPS III Project.

**Responsibilities:**

- Creates and Manages the Project Plan and Schedule
- Manages the Contractor Project Team Members
- Liaison between State and Contractor Resources
- Initiates Quality Assurance Processes to monitor the Project
- Manages issues and risks
- Point of escalation for Project issues
- Manages the deliverable acceptance process

**Qualifications:**

- Verifiable and demonstrable experience as the Senior Project Manager from project initiation through completion on at least one (1) software development or implementation project of at least twelve (12) months duration and involving a minimum of one hundred (100) geographically distributed installation sites.
- Verifiable and demonstrable experience as a Project Manager on a project of similar size and scope to the Project during which the Project Manager delivered the project on time and within budget.

**Lead .Net Designer/Developer (LDSN) Role:** The Lead .Net Designer/Developer must provide business process and subject matter expertise for the ODPS ATPS III Solution implementation.

**Responsibilities:**

Lead all design, configuration, workflow, security design, development and testing.

**Qualifications:**

- Five (5) years of verifiable and demonstrable experience with Internet, Intranet, and Network application/system analysis, design, development, and security on a minimum of two (2) projects of similar complexity and size to ATPS III.
- Three (3) years of verifiable and demonstrable experience developing solutions/applications deployed and secured to an N-tier environment with a minimum of three (3) physical tiers

containing multiple servers per tier, including a minimum of eighteen (18) months of C# development within Microsoft Visual Studio 2008 or later version on a project of similar complexity and size to ATPS III.

**Lead Database/Analyst (DBA) Role:** The Lead Database/Analyst must provide technical subject matter expertise for the ODPS ATPS III Solution implementation.

**Responsibilities:**

- Lead the technical team in tasks for inbound and outbound interfaces, reports, conversions (if applicable), extension, enhancements and testing
- Delivery of overall software functionality
- End-to-end technical implementation
- Center point of communication for all technical matters concerning the solution

**Qualifications:**

- Five (5) years in the role of a SQL Server DBA on a project(s) of similar size and complexity as ATPS III with a minimum of two (2) of these five (5) years administering a SQL Server 2008 Enterprise database instance.
- Verifiable and demonstrable experience designing and sizing a new database instance of similar size and complexity as ATPS III for optimal performance.

**Performance Testing.** Attachment Four: Part Five describes the procedure and criteria for testing. ATPS III must be designed and implemented to meet a system availability standard of 99.999%, 24 X 7.

**Work Hours and Conditions.** Contractor is required to work with the ODPS staff. Normal working hours for the ODPS staff are 8:00 a.m. to 5:00 p.m., Monday through Friday, with a one-hour lunch period for a total of eight working hours per day. Contractor may have to work under unusual working conditions which may include operation of a computer terminal for long periods of time, working in excess of eight hours per day, working on Saturdays, Sundays, and state holidays.

## PART TWO: SPECIAL PROVISIONS

**Submittal of Deliverables.** The Contractor must perform its tasks in a timely and professional manner that produces Deliverables that fully meet the Contract's requirements. The Contractor must complete its work in steps that will result in Deliverables associated with those steps, and the Contractor must provide the required Deliverables no later than the due dates proposed in the RFP or included in the Contractor's Project Plan as approved by the State. At the time of delivery of a written Deliverable, the Contractor must submit an original and one copy of each Deliverable, plus an electronic copy. The Contractor must provide the electronic copy in a file format acceptable to the State. In addition, with each Deliverable, the Contractor must submit a Deliverable Submittal Form signed by the Project Manager. (See Attachment Six of the RFP.)

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

The Contractor must provide all Deliverables to the Project Representative, who will review (or delegate review of) the materials or documents within ten (10) business days after receipt, as specified in the Project Plan.

If the State determines that a Deliverable is not in compliance, the Project Representative will note the reason for non-compliance on the Deliverable Submittal Form and send the form to the Project Manager. At no expense to the State, the Contractor then must bring the Deliverable into conformance and re-submit it to the Project Representative within ten (10) business days.

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

The State form authorizing payment (Attachment Six) and the payment itself do not indicate that the State has accepted the Deliverables associated with the payment. The State's acceptance of the Deliverables that are part of developing the Project is conditioned on a successful performance test upon completion of the Project.

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

**The Contractor's Fee Structure.** The Contract award will be for a not-to-exceed fixed price, payable in accordance with the schedule below. The Contractor's Fee Structure is based on a payment milestone and the completion and acceptance of Deliverables associated with that payment milestone.

Payment Milestone/Deliverable	Payment
Completion and Acceptance of all Task 1 – Project Management Deliverables	3%
Completion and Acceptance of all Task 2 – Systems Analysis and Design Deliverables	10%
Completion and Acceptance of all Task 3 – Development Deliverables	15%
Completion and Acceptance of all Task 4 – Testing Deliverables	15%

<b>Payment Milestone/Deliverable</b>	<b>Payment</b>
Completion and Acceptance of all Task 5 – Pilot Implementation Deliverables	10%
Completion and Acceptance of all Task 6 – Data Conversion and Synchronization Deliverables	10%
Completion and Acceptance of all Task 7 – Training Deliverables	12%
Completion and Acceptance of all Task 8 – Implementation Deliverables	20%
Completion and Acceptance of all Task 9 – Transition Deliverables	5%
<b>Optional</b>	<b>Payment</b>
Task 10 – Maintenance and Support	Paid Monthly

Upon receipt of a signed Deliverable Submittal Form (Attachment Six) indicating the ODPS agrees that the Deliverable identified in the WBS is compliant or that the Contractor has met an applicable milestone and payment should be made, the Contractor may submit an invoice for that Deliverable or milestone, according to the payment schedule identified above. The ODPS will withhold 10% of each payment as retainage, which ODPS will pay only on completion and acceptance of the Project.

Upon receipt of a signed Deliverable Submittal Form (Attachment Six) indicating the State agrees that the Deliverable identified in the work breakdown structure is compliant or that the Contractor has met an applicable milestone and payment should be made, the Contractor may submit an invoice for that Deliverable or milestone, according to the payment schedule identified above.

**Reimbursable Expenses.** None.

**Bill to Address.**

The Ohio Department of Public Safety  
 Attn: Fiscal Services  
 P.O. Box 16520  
 Columbus, Ohio 43216-6520

**Location of Data.** Unless the Ohio Department of Public Safety agrees otherwise in writing, the selected Contractor and its subcontractors must keep all State documents and data within Ohio.

## ATTACHMENT THREE: REQUIREMENTS FOR PROPOSALS

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

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

Each Proposal must contain the following:

- Vendor Information Form (OBM-5756)
- Subcontractor Letters
- Offeror Certification Form
- Offeror Description
- Offeror Profile Summary Forms
- MBE/EDGE Participation
- Proposed Solution
- Key Staff and Staffing Plan
- Time Commitment
- Assumptions
- Work Plan
- Project Plan
- Support Requirements
- Equipment and System Elements
- Pre-Existing Materials
- Commercial Materials
- Terms for Commercial Materials
- Bond Commitment
- Conflict of Interest Statement
- Proof of Insurance
- Payment Address
- Legal Notice Address
- W-9 Form
- Declaration Regarding Terrorist Organizations
- Cost Summary (must be separately sealed)

**Vendor Information Form.** The offeror must submit a signed and completed Vendor Information Form (OBM-5756) 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 Certification Form.** The offeror must complete Attachment Seven, Offeror Certification Form.

**Offeror Description.** 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.

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

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

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

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

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

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

**THE OFFEROR MAY NOT USE THE EXPERIENCE OR QUALIFICATIONS OF A SUBCONTRACTOR TO MEET ANY OF THE ABOVE MANDATORY QUALIFICATIONS OR EXPERIENCE. THESE MUST BE FULFILLED EXCLUSIVELY THROUGH THE QUALIFICATIONS AND EXPERIENCE OF THE**

**OFFEROR.** If the offeror seeks to meet any of the other qualifications and experience through a subcontractor, the offeror must identify the subcontractor by name in the appropriate part of the Offeror Profile Summary Form, in Attachment Eight to this RFP, for each reference.

**MBE/EDGE Participation.** Any Offeror seeking points for the Offeror's Proposal regarding subcontracting with business(es) certified by the Department of Administrative Services pursuant to ORC 123.151 (MBE) or 123.152 (EDGE), must provide the following information in a separate tabbed section of its Proposal (See Attachment Nine - MBE/EDGE Information).

1. The name of the certified business or businesses the Offeror intends to subcontract a portion of the Work described in this RFP.
2. The address and phone number of each certified business the Offeror intends to subcontract a portion of the Work described in this RFP.
3. The type of services each of the certified business or businesses will provide.
4. The anticipated dollar amount the Offeror will subcontract to each certified business.

**Proposed Solution.** The offeror must describe in detail how its proposed system solution meets the system requirements described in Supplement Two – ATPS III Business Requirements and Supplement Three – Additional Business Requirements of this RFP. The offeror may not simply state that the proposed solution will meet or exceed the specified requirements. Instead, the offeror must provide a written narrative that shows the offeror understands the requirements of this RFP; how the offeror's proposed solution meets those requirements; and, provide any project examples to further illustrate the proposed solution. The offeror must address each requirement for the following system components:

#### **Title Issuance**

- General Requirements
- Querying
- Validation Checks
- Receipt Transactions
- Cash Drawer
- Inventory Control
- Batch Functions
- Corrections
- Miscellaneous Receipt Transactions
  - Printing Functions
- Security/Authorization
- Centralization of Application
- Backend System Jobs (Batch)
- Audit / Logging
- E-mail
- External Interfaces
- Maintenance

#### **Reporting Functionality**

#### **Technical Fit**

The ODPS is seeking a technical solution consistent with the ODPS' technology direction. The offeror must describe in detail how its proposed technical solution is compatible with the ODPS technology standards described in Supplement Four – ODPS C# Coding Standards, Supplement Five – ODPS SQL Coding Standards and Supplement Eleven – ODPS Information Technology Standards. The technical solution needs to be aligned with the ODPS technology direction. If any aspect of the proposed technical solution is not compatible with the defined ODPS technology standards, the offeror must provide a rationale that explains the inconsistency.

All elements of the proposed system solution must meet the requirements for the Project. If any element of the proposed system solution does not meet the minimum requirements or if the technical fit is inconsistent with the ODPS' technology standards, the offeror's Proposal may be rejected as non-responsive.

**Key Staff and Staffing Plan.** The offeror must provide a staffing plan that identifies the required key personnel and any additional personnel by position that the offeror proposes to complete the Project. The staffing plan must show each individual's responsibilities on the Project. The State also requires a staffing plan that matches the skills and experience of the proposed Project Manager and Project Team to the activities and tasks that will be completed on the Project.

At a minimum, the Contractor's staffing plan must include the following key team members.

**Project Manager (PM) Role:** The Contractor Project Manager (PM) must provide project management oversight through acceptance of the ATPS III Project.

**Responsibilities:**

- Creates and Manages the Project Plan and Schedule;
- Manages the Contractor Project Team Members;
- Liaison between State and Contractor Resources;
- Initiates Quality Assurance Processes to monitor the Project;
- Manages issues and risks;
- Point of escalation for Project issues; and
- Manages the deliverable acceptance process.

**Qualifications:**

- Verifiable and demonstrable experience as the Senior Project Manager from project initiation through completion on at least one software development or implementation project of at least twelve (12) months duration and involving a minimum of one hundred (100) geographically distributed installation sites.
- Verifiable and demonstrable experience as a Project Manager on a project of similar size and scope to the Project during which the Project Manager delivered the project on time and within budget.

**Lead .Net Designer/Developer (LDSN) Role:** The Lead .Net Designer/Developer must provide business process and subject matter expertise for the ODPS ATPS III Solution implementation.

**Responsibilities:**

Lead all design, configuration, workflow, security design, development and testing

**Qualifications:**

- Five (5) years of verifiable and demonstrable experience with Internet, Intranet, and Network application/system analysis, design, development, and security on a minimum of two (2) projects of similar complexity and size to ATPS III.
- Three (3) years of verifiable and demonstrable experience developing solutions/applications deployed and secured to an N-tier environment with a minimum of three (3) physical tiers containing multiple servers per tier, including a minimum of eighteen (18) months of C# development within Microsoft Visual Studio 2008 or later version on a project of similar complexity and size to ATPS III.

**Lead Database/Analyst (DBA) Role:** The Lead Database/Analyst must provide technical subject matter expertise for the ODPS ATPS III Solution implementation.

**Responsibilities:**

- Lead the technical team in tasks for inbound and outbound interfaces, reports, conversions (if applicable), extension, enhancements and testing;
- Delivery of overall software functionality;
- End-to-end technical implementation; and
- Center point of communication for all technical matters concerning the solution.

**Qualifications:**

- Five (5) years in the role of a SQL Server DBA on a project(s) of similar size and complexity as ATPS III with a minimum of two (2) of these five (5) years administering a SQL Server 2008 Enterprise database instance.
- Verifiable and demonstrable experience designing and sizing a new database instance of similar size and complexity as ATPS III for optimal performance.

Additionally, the offeror must identify any additional personnel by position that the offeror proposes to complete the Project. The staffing plan must show each individual's responsibilities on the Project. The State also requires a staffing plan that matches the skills and experience of the proposed Project Manager and Project Team to the activities and tasks that will be completed on the Project.

The offeror must propose an experienced and capable Project Team that will be available to successfully manage the implementation of the ATPS III for the ODPS. Resumes must be provided for the proposed Project Team to demonstrate proven experience on projects of similar scale and complexity. Representative resumes are not acceptable.

The resumes must include:

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

In addition, the plan must have the following information:

- A contingency plan that addresses the ability to add more staff if needed to ensure meeting the Project's due date(s);
- The number of hours for each proposed Project Team member. If any resource is not specifically named within the proposal the offeror must identify the number of resources and hours to be worked on the Project. Project Team members must be identified by name and title/classification and resources not specifically named within the proposal must be identified by title/classification;
- A team organization chart that clearly defines reporting relationships within the Project Team and includes descriptive narrative indicating the role and responsibility of each resource or entity identified on the organization chart; and
- A statement and a chart that clearly indicates the time commitment of the proposed Project Manager and the offeror's proposed Project Team members for the Project. The offeror also must include a statement indicating to what extent, if any, the Project Manager may work on other tasks or assignments unrelated to the Work during the term of the Contract. The State may reject any

Proposal that commits the proposed Project Manager or any proposed Project Team members to other assignments during the Project, if the State believes that any such commitment may be detrimental to the offeror's performance.

**Time Commitment.** The offeror must submit a statement and a chart that clearly indicate the time commitment of the proposed Project Manager and the offeror's proposed team members for this Project during each phase of the System Development Life Cycle. The offeror also must include a statement indicating to what extent, if any, the Project Manager may work on other projects during the term of the Contract. The State may reject any Proposal that commits the proposed Project Manager or any proposed key Project personnel to other projects during the term of the Project, if the State believes that any such commitment may be detrimental to the offeror's performance.

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

**Work Plan.** The offeror must fully describe its approach, methods, and specific work steps for doing the work on this Project and producing the Deliverables. The State seeks insightful responses that describe proven, state-of-the-art methods. Recommended solutions must demonstrate that the offeror will be prepared to quickly undertake and successfully complete the required tasks. The Work Plan must include a detailed implementation approach to addressing and meeting RFP Milestone Dates.

The Work Plan must address each task and deliverable described in Attachment Two.

**Project Plan.** The State encourages responses that demonstrate a thorough understanding of the nature of the Work and what the Contractor must do to get the Work done properly. To this end, the offeror must submit a Project Plan that the offeror will use to create a consistent and coherent management plan for the Work.

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

- Detailed Project Schedule (Work Breakdown Structure) for all tasks, Deliverables and milestones.
- Risk factors associated with the Project;
- Description of the offeror's management structure responsible for fulfilling the Contract's requirements;
- Project issue resolution and escalation process; and
- Approach to managing its subcontractors effectively, if applicable.

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

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

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

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

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

**Pre-existing Materials.** The offeror must list any Pre-existing Materials it owns that will be included in a Deliverable if the offeror wants a proprietary notice on copies that the State distributes. For example, the offeror may have standard user interfaces or standard shells that it incorporates in what is otherwise custom software. (See the Ownership of Deliverables section of the General Terms and Conditions.) The State may reject any Proposal that includes existing materials for a custom solution, if the State believes that such is not appropriate or desirable for the Project.

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

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

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

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

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

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

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

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

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

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

**Cost Summary.** This RFP includes a Cost Summary Form provided as Attachment Ten. 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 the entire Project must be represented as the not-to-exceed fixed price.

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

**ATTACHMENT FOUR: GENERAL TERMS AND CONDITIONS**  
**PART ONE: PERFORMANCE AND PAYMENT**

**Statement of Work.** The RFP and the Contractor's Proposal (collectively, the "RFP Documents") are a part of this Contract and describe the work (the "Project") the Contractor will do and any materials the Contractor will deliver (the "Deliverables") under this Contract. The Contractor must do the Project in a professional, timely, and efficient manner and will provide the Deliverables in a proper fashion. The Contractor also must furnish its own support staff necessary for the satisfactory performance of the Project.

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

**Term.** Unless this Contract is terminated or expires without renewal, it will remain in effect until the Project is completed to the satisfaction of the State, including all optional renewal periods for maintenance or continuing commitments, and the Contractor is paid. However, the current General Assembly cannot commit a future General Assembly to an expenditure. Therefore, this Contract will automatically expire at the end of each biennium, the first of which is June 30, 2011. The State may renew this Contract in the next biennium by issuing written notice to the Contractor of the decision to do so. This expiration and renewal procedure also will apply to the end of any subsequent biennium during which the Project continues, including any optional renewal periods. Termination or expiration of this Contract will not limit the Contractor's continuing obligations with respect to Deliverables that the State paid for before termination or limit the State's rights in such.

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

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

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

The State seeks a complete Project, and the Contractor must provide any incidental items omitted in the RFP Documents as part of the Contractor's not-to-exceed fixed price. The Contractor also must fully identify, describe, and document all systems that are delivered as a part of the Project. Unless expressly excluded elsewhere in the RFP, all hardware, software, supplies, and other required components (such as documentation, conversion, training, and maintenance) necessary for the Project to be complete and useful to the State are included in the Project and the not-to-exceed fixed price.

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

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

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

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

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

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

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

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

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

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

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

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

## PART TWO: PROJECT AND CONTRACT ADMINISTRATION

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

**Other Contractors.** The State may hold other contracts for additional or related work, including among others independent verification and validation (IV&V) work for this Project. The Contractor must fully cooperate with all other Contractors and State employees and coordinate its work with such other Contractors and State employees as may be required for the smooth and efficient operation of all related or additional work. The Contractor may not act in any way that may unreasonably interfere with the work of any other Contractors or the State's employees. Further, the Contractor must fully cooperate with any IV&V Contractor assigned to this Project. Such cooperation includes expeditiously providing the IV&V Contractor with full and complete access to all Project work product, records, materials, personnel, meetings, and correspondence as the IV&V Contractor may request. Additionally, the Contractor must include the obligations of this provision in all its contracts with its subcontractors that work on this Project.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Replacement Personnel.** If the RFP Documents contain the names of specific people who will work on the Project, then the quality and professional credentials of those people were material factors in the

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

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

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

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

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

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

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

The State may determine that the proposed replacement candidates meet the minimum qualifications of this Contract and still substantially reduce the value the State perceived it would receive through the effort of the original individual(s) the Contractor proposed and on whose credentials the State decided to enter

into this Contract. Therefore, the State will have the right to reject any candidate that the State determines may provide it with diminished value.

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

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

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

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

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

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

If the State terminates this Contract for cause, it will be entitled to cover for the Project by using another Contractor on such commercially reasonable terms as the State and the covering Contractor may agree.

The Contractor will be liable to the State for all costs related to covering for the Project to the extent that such costs, when combined with payments already made to the Contractor for the Project before termination, exceed the costs that the State would have incurred under this Contract. The Contractor also will be liable for any other direct damages resulting from its breach of this Contract or other action leading to termination for cause.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If a change causes an increase in the cost of, or the time required for, the performance of the Project, the Contractor must notify the State in writing and request an equitable adjustment in its Fee, the delivery schedule, or both before the Contractor signs the Change Order. If the Contractor claims an adjustment under this section in connection with a change to the Project not described in a written Change Order, the

Contractor must notify the State in writing of the claim within five business days after the Contractor is notified of the change and before work on the change begins. Otherwise, the Contractor will have waived the claim. In no event will the State be responsible for any increase in the Fee or revision in any delivery schedule unless the State expressly ordered the relevant change in writing and the Contractor has complied with the requirements of this section. Provided the State has complied with the procedure for Change Orders in this section, nothing in this clause will excuse the Contractor from proceeding with performance of the Project, as changed.

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

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

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

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

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

and is not authorized to commit, the State in any manner. The Contractor's subcontractors will be considered the agents of the Contractor for purposes of this Contract.

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

### **PART THREE: OWNERSHIP AND HANDLING OF INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION.**

**Confidentiality.** The State may disclose to the Contractor written material or oral or other information that the State treats as confidential ("Confidential Information"). Title to the Confidential Information and all related materials and documentation the State delivers to the Contractor will remain with the State. The Contractor must treat such Confidential Information as secret, if it is so marked, otherwise identified as such, or when, by its very nature, it deals with matters that, if generally known, would be damaging to the best 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 Project. The Contractor must restrict circulation of Confidential Information within its organization and then only to people in the Contractor's organization that have a need to know the Confidential Information to do the Project. The Contractor will be liable for the disclosure of such information, whether the disclosure is intentional, negligent, or accidental, unless otherwise provided below.

The Contractor will not 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, including any software modifications, and documentation, with all rights, title, and interest in all intellectual property that come into existence through the Contractor's custom work being assigned to the State. Additionally, the Contractor waives any author rights and similar retained interests in custom-

developed material. The Contractor must provide the State with all assistance reasonably needed to vest such rights of ownership in the State. The Contractor will retain ownership of all tools, methods, techniques, standards, and other development procedures, as well as generic and preexisting shells, subroutines, and similar material incorporated into any custom Deliverable ("Pre-existing Materials"), if the Contractor provides the non-exclusive license described in the next paragraph.

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

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

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

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

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

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

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

Except for Commercial Software, if the Commercial Material consists of trade secrets, then the State will treat the material as confidential. In this regard, the State will assume all obligations with respect to the Commercial Material that the Contractor assumes under the Confidentiality section of this Contract with respect to the State's Confidential Information. Otherwise, the State will have the same rights and duties

permitted under the federal copyright laws for each copy of the Commercial Material delivered to it by the Contractor, whether or not the material is copyrighted when delivered to the State.

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

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

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

## PART FOUR: REPRESENTATIONS, WARRANTIES, AND LIABILITIES

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

Additionally, with respect to the Contractor's activities under this Contract, the Contractor warrants that: (1) the Contractor has the right to enter into this Contract; (2) the Contractor has not entered into any other contracts or employment relationships that restrict the Contractor's ability to perform the contemplated services; (3) the Contractor will observe and abide by all applicable laws and regulations, including those of the State regarding conduct on any premises under the State's control and security for the State's data, systems, and networks; (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 Project fails to comply with these warranties, and the Contractor is so notified in writing, the Contractor must correct such failure with all due speed or must refund the amount of the compensation paid for such portion of the Project. The Contractor also must indemnify the State for any direct damages and claims by third parties based on a breach of these warranties. This obligation of indemnification will not apply where the State has modified or misused the Deliverable and the claim is based on the modification or misuse. The State will give the Contractor notice of any such claim as soon as reasonably practicable. If a successful claim of infringement is made, or if the Contractor reasonably believes that an infringement claim that is pending may actually succeed, the Contractor must do one of the following things: (1) modify the Deliverable so that it is no longer infringing; (2) replace the Deliverable with an equivalent or better item; (3) acquire the right for the State to use the infringing Deliverable as it was intended for the State to use under this Contract; or (4) remove the Deliverable and refund the amount the State paid for the Deliverable and the amount of any other Deliverable or item that requires the availability of the infringing Deliverable for it to be useful to the State.

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

For Commercial Software licensed from a third party that is incorporated into a Deliverable, and for which the State has not approved a separate license agreement governing that Commercial Software's warranties as part of the RFP process, the Contractor represents and warrants that it has done one of the following things: (a) obtained the right from the third-party licensor to commit to the warranties and maintenance obligations in this Section; (b) obtained a binding commitment from the licensor to make those warranties and maintenance obligations directly to the State; or (c) fully disclosed in the RFP Documents any discrepancies between the requirements of this section and the commitment the third-party licensor has made.

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

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

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

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

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

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

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

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

**Indemnity for Property Damage and Bodily Injury.** The Contractor must indemnify the State for all liability and expense resulting from bodily injury to any person (including injury resulting in death) and damage to tangible or real property arising out of the performance of this Contract, provided that such

bodily injury or property damage is due to the negligence or other tortious conduct of the Contractor, its employees, agents, or subcontractors. The Contractor will not be responsible for any damages or liability to the extent caused by the negligence or willful misconduct of the State, its employees, other Contractors, or agents.

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

## PART FIVE: ACCEPTANCE AND MAINTENANCE

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

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

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

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

The acceptable level of performance for the Project will be ninety-eight point five percent (98.5%), unless otherwise specified in the RFP Documents. The performance level for the Project is computed by dividing the sum of the uptime by the number of working hours during the test time. "Uptime" means the total hours, rounded to the nearest quarter (1/4) hour, during which all components of the Project are operational and all functions of the Project are available to its users. The number of "working hours" means the total number of working hours for the period during which the Project was scheduled to be available to its users. "Uptime" and "downtime" will be measured in hours and quarter (1/4) hours.

The Project "downtime" is that period when any part of the Project is inoperable due to failure of the Project or a particular Deliverable to operate according to the specifications in the RFP Documents, the user documentation, or the published technical specifications. During a period of "downtime", the State may use operable components of the Project when that will not interfere with repair of inoperable components of the Project. Downtime will start from the time the State notifies the Project Manager of the inoperable condition of the Project until the Project is returned in proper operating condition.

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

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

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

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

The Contractor's response to a programming error will depend upon the severity of the problem. For programming errors that slow the processing of data by a small degree, render minor and non-mandatory functions of the System inoperable or unstable, or require users or administrators to employ workarounds to fully use the software, Contractor will respond to the request for resolution within four business hours. Furthermore, the Contractor must begin working on a proper solution for the problem within one business day, dedicating the resources required to fix the problem. For any defects with more significant consequences, including those that render key functions of the system inoperable or significantly slow processing of data, the Contractor will respond within two business hours of notice. The Contractor also must begin working on a proper solution for the problem immediately after responding and, if requested, provide on-site assistance and dedicate all available resources to resolving the problem.

For software classified as Commercial Software in the Ownership of Deliverables section and for which the State has not signed a separate license agreement, the Contractor must acquire for the State the right to maintenance for one year. That maintenance must be the third-party licensor's standard maintenance program, but at a minimum, that maintenance program must include all, updates, patches, and fixes to the software. It also must include a commitment to keep the software current with the operating environment in which it is designed to function (and, if applicable, the subject matter covered by the software) and to correct material defects in the software in a timely fashion. Additionally, the Contractor must obtain a commitment from the licensor to make maintenance available for the product for at least four years after the first year of maintenance. The Contractor also must obtain a commitment from the licensor to limit increases in the annual Fee for maintenance to no more than seven percent (7%) annually. If the licensor is unable to provide maintenance during that five (5) year period, then the licensor must be committed to doing one of the following two things: (a) give the State a *pro rata* refund of the license fee based on a five-year useful life; or (b) release the source code for the software (except third party software) to the State for use by the State solely for the purpose of maintaining the copy(ies) of the software for which the State has a proper license. For purposes of receiving the source code, the State agrees to treat it as confidential and to be obligated to the requirements under the Confidentiality section of this Contract with respect to the source code. That is, with respect to the source code that the State gets under this section, the State will do all the things that the Confidentiality section requires the Contractor to do in handling the State's Confidential Information.

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

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

The following services are outside the scope of this Contract:

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

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

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

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

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

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

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

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

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

The Contractor must make maintenance available nine working hours per weekday, between 8:00 AM and 5:00 PM. Travel time and expenses related to remedial and preventive maintenance will not be considered billable but will be included in the Contractor's firm, fixed Fee for the Project during the warranty period and a part of the annual maintenance Fee during later annual maintenance periods.

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

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

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

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

## PART SIX: CONSTRUCTION

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

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

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

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

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

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

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

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

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

## PART SEVEN: LAW AND COURTS

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

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

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

**Ohio Ethics 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.** The Contractor will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including Ohio Revised Code Section 125.111 and all related Executive Orders.

Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be submitted to the DAS Equal Opportunity Division to comply with the affirmative action requirements. Affirmative Action Verification Forms and approved Affirmative Action Plans can be found by going to the Equal Opportunity Departments web site: <http://66.145.134.46/Divisions/EqualOpportunity/AffirmativeActionProgramVerification/tabid/133/Default.aspx>.

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

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

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

**ATTACHMENT FIVE  
SAMPLE CONTRACT**

**A CONTRACT BETWEEN  
THE DEPARTMENT OF ADMINISTRATIVE SERVICES  
ON BEHALF OF THE OHIO DEPARTMENT OF PUBLIC SAFETY  
AND**

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

**THIS CONTRACT**, which results from RFP 0A1060, entitled Automated Title Processing System (ATPS III) Project is between the State of Ohio, through the Department of Administrative Services, on behalf of the Ohio Department of Public Safety 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  
DEPARTMENT OF ADMINISTRATIVE SERVICES

**SAMPLE - DO NOT FILL OUT**

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

By: Hugh Quill

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

Title: Director

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

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

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

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

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

Please contact \_\_\_\_\_ at **XXX-XXX** with any questions.

Sincerely,

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

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

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

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

**ATTACHMENT SEVEN  
OFFEROR CERTIFICATION FORM**

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:

<b>Potential Conflicts (by person or entity affected)</b>

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

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

8. The offeror certifies any MBE/EDGE program participants will provide necessary data to ensure program reporting and compliance.

**ATTACHMENT SEVEN  
OFFEROR CERTIFICATION FORM**

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 NINE  
MBE/EDGE INFORMATION**

Any Offeror seeking points for the Offeror's Proposal regarding subcontracting with business(es) certified by the Department of Administrative Services pursuant to ORC 123.151 (MBE) or 123.152 (EDGE), must provide the following information in a separate tabbed section of its Proposal.

1. The name of the certified business or businesses the Offeror intends to subcontract a portion of the Work described in this RFP.
2. The address and phone number of each certified business the Offeror intends to subcontract a portion of the Work described in this RFP.
3. The type of services each of the certified business or businesses will provide.
4. The anticipated dollar amount the Offeror will subcontract to each certified business.

Note: The offeror may duplicate this form as necessary to demonstrate the requested information.

<b>Business Name:</b>	<b>Business Address:</b>
<b>Business Phone Number:</b>	
<b>Type of service:</b>	
<b>Dollar amount:</b>	<b>Percentage of total Contract price:</b>

**ATTACHMENT TEN  
COST SUMMARY**

<b>Tasks and Deliverables</b>	<b>Cost</b>
<b>Task 1 – Project Management</b>	\$
<b>Task 2 – Systems Analysis and Design</b>	\$
<b>Task 3 – Development</b>	\$
<b>Task 4 – Testing</b>	\$
<b>Task 5 – Pilot Implementation</b>	\$
<b>Task 6 – Data Conversion and Synchronization</b>	\$
<b>Task 7 – Training</b>	\$
<b>Task 8 – Implementation</b>	\$
<b>Task 9 – Transition</b>	\$
<b>Total Not To Exceed</b>	\$

<b>Optional Services</b>	<b>Cost</b>
<b>Task 10 – Maintenance and Support Tasks (Monthly Fee)</b>	\$

<b>Performance Bond</b>	<b>Cost</b>
<b>Performance Bond Cost</b>	\$