

REQUEST FOR PROPOSALS

RFP NUMBER: 0A1083
DATE ISSUED: May 18, 2011

The State of Ohio, through the Department of Administrative Services, Information Technology Procurement Services, for the Ohio Department of Education is requesting proposals for:

Race to the Top – Teacher / Principal Evaluation System

INQUIRY PERIOD BEGINS: May 18, 2011
INQUIRY PERIOD ENDS: June 10, 2011
OPENING DATE: June 17, 2011
OPENING TIME: 1:00 P.M.
OPENING LOCATION: Department of Administrative Services
I.T. Procurement Services
Bid Room
4200 Surface Road
Columbus, Ohio 43228

PRE-PROPOSAL CONFERENCE DATE: June 2, 2011

This RFP consists of five parts and 5 attachments, totaling 116 consecutively numbered pages. Supplements also are attached to this RFP with a beginning header page and an ending trailer page. Please verify that you have a complete copy.

PART ONE: EXECUTIVE SUMMARY

Purpose. This is a Request for Competitive Sealed Proposals (“RFP”) under Sections 125.071 and 125.18 of the Ohio Revised Code (the “Revised Code”) and Section 123:5-1-8 of the Ohio Administrative Code (the “Administrative Code”). The Ohio Department of Education has asked the Department of Administrative Services to solicit competitive sealed proposals (“Proposals”) for The Teacher and Principal Evaluation System (the “Work”), and this RFP is the result of that request.

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

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

Once awarded, the term of the Contract will be from the award date until the Work is completed to the satisfaction of the State and the Contractor is paid or June 30, 2013 whichever is sooner. The State may renew this Contract for up to two additional two-year term(s), subject to and contingent on the discretionary decision of the Ohio General Assembly to appropriate funds for this Contract in each new biennium. Any such renewal of all or part of the Contract also is subject to the satisfactory performance of the Contractor and the needs of Ohio Department of Education.

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

Background. Ohio was one of 12 states which won the “Race to the Top” (RttT) Grant from the U.S. Department of Education (USDoE) August 24, 2010. Ohio’s RttT grant application included the Teacher and Principal Evaluation System product and project. Detailed Ohio RttT information can be viewed at this ODE Website: <http://www.ode.state.oh.us/GD/Templates/Pages/ODE/ODEDetail.aspx?page=694>

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

- Creation of a Web-based educator evaluation system for statewide use by Ohio School Districts;
- The Contractor will use the Ohio Teacher Evaluation System and the Ohio Principal Evaluation System model components, processes and instruments, found in the supplements of this RPF, for use in the development of the of teachers and principals evaluation system;
- The system will collect and store evidence, artifacts and documented observations to determine educators performance based upon defined rubrics;
- The Ohio Teacher and Principal Evaluation system will allow Ohio’s RttT participating districts and charter schools to perform annual evaluations for teachers and principals that include multiple measures;
- The Ohio Teacher and Principal Evaluation System will include measures of student academic growth.

- The Ohio Teacher and Principal Evaluation system will provide a comprehensive system for professional growth that supports and expands educator effectiveness to meet the challenges of helping all students to be college and career-ready and life prepared.

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

- The Contractor must design, develop, and implement a Teacher and Principal Evaluation system.
- The Contractor must employ iterative development methodology. Agile SCRUM is the preferred methodology. [http://en.wikipedia.org/wiki/Scrum_\(development\)](http://en.wikipedia.org/wiki/Scrum_(development)) Contractor PM may serve as SCRUM Master. Product backlog, SPRINT backlogs, Burn-down charts and SPRINT Review and Retrospective documents are required artifacts for this methodology.
- The Contractor will provide hosting services, customer support, upgrades and fixes to the system for a period of 3 years after deployment of the first iteration of the product.

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

Dates:

Firm Dates

RFP Issued:	05/18/2011
Inquiry Period Begins:	05/18/2011
Pre-Proposal Conference Date:	06/02/2011 at 9:30 a.m.
Inquiry Period Ends:	06/10/2011 at 8:00 a.m.
Proposal Due Date:	06/17/2011 at 1:00 p.m.

Estimated Dates

Award Date:	08/1/2011
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Estimated Work Dates

Work Begins:	08/15/2011
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There are references in this RFP to the Proposal due date. Unless it is clearly provided to the contrary in this RFP, any such reference means the date and time (Columbus, Ohio local time) that the Proposals are due and not just the date.

PART TWO: STRUCTURE OF THIS RFP

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

Parts:

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

Attachments:

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| Attachment One | Evaluation Criteria |
| Attachment Two | Work Requirements and Special Provisions |
| Attachment Three | Requirements for Proposals |
| Attachment Four | General Terms and Conditions |
| Attachment Five | Sample Contract |
| Attachment Six | Offeror Certification Form |
| Attachment Seven | Offeror Profile Summary |
| Attachment Eight | Personnel Profile Summary |
| Attachment Nine | Standard Affirmation and Disclosure Form, including Executive Order 2010-09S |
| Attachment Ten | Cost Summary |

Supplements:

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| Supplement One | W-9 Form |
| Supplement Two | Principal Evaluation Requirements |
| Supplement Three | Teacher Evaluation Requirements |
| Supplement Four | Draft Project Plan |
| Supplement Five | Current Account Volume |

PART THREE: GENERAL INSTRUCTIONS

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

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

Procurement Representative:

Margaret Owens
Department of Administrative Services
Office of Information Technology
30 E. Broad Street, 39th Floor
Columbus, Ohio 43215

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

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

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

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

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

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

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

Pre-Proposal Conference. The State will hold a Pre-Proposal Conference on June 2, 2011 at 9:30 am in the Lobby Hearing Room of the James Rhodes building, 30 E. Broad St., Columbus OH 43215. The purpose of this conference is to discuss the RFP and the Work with prospective offerors and to allow them to ask questions arising from their initial review of this RFP.

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

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

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

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

After the Proposal due date, the State will distribute amendments only to those offerors whose Proposals are under active consideration. When the State amends the RFP after the due date for Proposals, the State will permit offerors to withdraw their Proposals within five business days after the amendment is

issued. This withdrawal option will allow any offeror to remove its Proposal from active consideration should the offeror feel that the amendment changes the nature of the transaction so much that the offeror's Proposal is no longer in its interest. Alternatively, the State may allow offerors that have Proposals under active consideration to modify their Proposals in response to the amendment.

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

Proposal Submittal. Each offeror must submit a technical section and a cost section as part of its total Proposal before the opening time on the Proposal due date. The offeror must submit the technical section as a separate package from the cost section of its Proposal, and each section must be submitted in its own separate, opaque package. The package with the technical section of the Proposal must be sealed and contain one originally signed technical section and five copies of the technical section, and the package with the cost section also must be sealed and contain three complete copies of the cost section of the Proposal. Further, the offeror must mark the outside of each package with either "RtT Teacher and Principal Evaluation System RFP – Technical Proposal" or "RtT Teacher and Principal Evaluation System 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 for 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 it is

not subject to an unresolved Finding under Section 9.24 at the time of its submission. Additionally, the offeror warrants 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 the State may reject. Further, any offeror that submits multiple Proposals may have all its Proposals rejected.

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

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

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

Location of Data. The selected offeror must perform all work on the Project and keep all State data within the United States, and the State may reject any Proposal that proposes to do any work or make State data available outside the United States. The State also may reject any Proposal for which the offeror has not submitted an appropriate certification representing that it will ensure that all work on the Project will be done in the United States and all State data will remain in the United States.

PART FOUR: EVALUATION OF PROPOSALS

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

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

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

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

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

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

Corrections and clarifications must be completed off State premises.

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

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

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

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

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

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

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

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

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

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

In any case where no Proposal meets all the mandatory requirements, it may be that an upper ranking Proposal contains a failure to meet a mandatory requirement 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 the State has deemed critical to the success of the RFP's objectives, the State may continue to consider the offeror's Proposal. But if the offeror is unwilling or unable to cure the failure, its Proposal may be rejected. The State then may continue to consider the other remaining Proposals, including, if the State so chooses, Proposals that ranked lower than the rejected Proposal.

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

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

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

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

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

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

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

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

Some of the factors used in determining an offeror's responsibility, such as reference checks, may also be used in the technical evaluation of Proposals in phase two of the evaluation process. In evaluating those factors in phase two, the weight the State assigns to them, if any, for purposes of the technical evaluation will not preclude the State from rejecting a Proposal based on a determination that an offeror is not responsible. For example, if the offeror's financial ability is adequate, the value, if any, assigned to

the offeror's relative financial ability in relation to other offerors in the technical evaluation phase may or may not be significant, depending on the nature of the Work. If the State believes the offeror's financial ability is inadequate, the State may reject the offeror's Proposal despite its other merits.

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

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

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

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

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

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

If the State decides to negotiate simultaneously with more than one offeror, or decides that negotiations with the top-ranked offeror are not satisfactory and therefore negotiates with one or more of the lower-ranking offerors, the State then will determine if an adjustment in the ranking of the offerors with which it

held negotiations is appropriate based on the negotiations. The Contract award, if any, then will be based on the final ranking of offerors, as adjusted.

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

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

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

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

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

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

Negotiated changes will be reduced to writing and become a part of the Contract file, which will be available for public inspection after award of the Contract or cancellation of the RFP, provided the State does not plan to reissue the RFP. If the State plans to reissue the RFP, the Contract file will not be available until the subsequent RFP process is completed. Unless the State agrees otherwise in writing, the offeror must draft and sign the written changes and submit them to the State within five business days. If the State accepts the changes, the State will give the offeror written notice of the State's acceptance, and the negotiated changes to the successful offer will become a part of the Contract.

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

PART FIVE: AWARD OF THE CONTRACT

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

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

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

The Contractor must begin work within 15 business days after the State issues a purchase order under the Contract. If the State awards a Contract pursuant to this RFP, and the Contractor is unable or unwilling to begin the Work within the time specified above, the State may cancel the Contract, effective immediately on notice to the Contractor. The State then may return to the evaluation process under this RFP and resume the process without giving further consideration to the originally selected Proposal. Additionally, the State may seek such other remedies as may be available to the State in law or in equity for the selected offeror's failure to perform under the Contract.

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

1. The one-page Contract (Attachment Five) in its final form;
2. This RFP, as amended;
3. The documents and materials incorporated by reference in the RFP;
4. The Executive Order, EO 2010-09S incorporated by reference in the RFP;
5. The Contractor's Proposal, as amended, clarified, and accepted by the State; and
6. 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 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.

Offeror Mandatory Requirements	Reject	Accept
Within the last three years, served as the prime Contractor who successfully implemented and trained users of an Internet-based system in more than 1,000 client locations using a Web-based (HTTPS) User Interface writing to a relational database hosted in a central location.		
The Contractor or Subcontractor must be currently providing and/or managing Information Technology Web hosting services for a system of similar size and complexity.		
Project Manager Mandatory Requirements	Reject	Accept
A minimum of 60 months full-time experience as a project manager.		
Experience as the project manager on a minimum of two projects that encompassed the full system development life cycle from initiation through post implementation on a project that utilized an iterative development methodology of similar size and complexity.		
System Architect Mandatory Requirements	Reject	Accept
A minimum of 36 months full-time experience as an information technology system architect for projects involving an enterprise-wide architecture, networking, multiple systems integration, hardware, and software.		
A minimum of 24 months experience managing a technical team and its activities from inception through implementation on a minimum of one project of similar size and complexity to the Teacher and Principal Evaluation System.		

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

Scored Criteria	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
Offeror Profile	5	0	5	8	12
Offeror Mandatory Requirements	Weight	Does not Meet	Meets	Exceeds	Greatly Exceeds
Within the last three years, served as the prime Contractor who successfully implemented and trained users of an Internet-based system in more than 1,000 client locations using a Web-based (HTTPS) User Interface writing to a relational database hosted in a central location.	20	Reject	5	8	12
The Contractor or Subcontractor must be currently providing and/or managing Information Technology Web hosting services for a system of similar size and complexity.	20	Reject	5	8	12

Offeror Requirements	Weight	Does not Meet	Meets	Exceeds	Greatly Exceeds
Minimum of 24 months experience in providing development, integration and implementation of software product and modules that are fully operational using an iterative development approach.	15	0	5	7	9
Experience implementing and providing services that transition manual business processes to an automated process in a hosted environment.	15	0	5	7	9
Experience providing software, information services and IT product training across a wide geographic area.	10	0	5	7	9
Offeror Desirable Requirements		Does not Meet	Meets		
Within the last three years, served as the prime contractor responsible for implementing a Teacher and Principal Evaluation System.		0	15		

STAFFING REQUIREMENTS					
Project Manager Mandatory Requirements Propose One Candidate	Weight	Does not Meet	Meets	Exceeds	Greatly Exceeds
A minimum of 60 months full-time experience as a project manager.	15	Reject	5	7	9
Experience as the project manager on a minimum of two projects that encompassed the full system development life cycle from initiation through post implementation on a project that utilized an iterative development methodology of similar size and complexity.	15	Reject	5	7	9
Project Manager Requirements	Weight	Does not Meet	Meets	Exceeds	Greatly Exceeds
Experience following a standard PM methodology and using various project management tools (e.g., MS Project Suite, Project Workbench) for developing project plans, defining tasks and tracking timelines and resources on a minimum of two projects of similar size and complexity for a Teacher and Principal Evaluation System .	10	0	5	7	9
Desirable Requirement	Weight	Does not Meet	Meets	Exceeds	Greatly Exceeds
Management of two or more projects of similar size and complexity for a Teacher and Principal Evaluation System.		0	10		
Active Project Management Professional Credential from PMI		0	15		
System Architect Mandatory Requirements Propose One Candidate	Weight	Does not Meet	Meets	Exceeds	Greatly Exceeds

A minimum of 36 months full-time experience as an information technology system architect for projects involving an enterprise-wide architecture, networking, multiple systems integration, hardware, and software.	15	Reject	5	7	9
A minimum of 24 months experience managing a technical team and its activities from inception through implementation on a minimum of one project of similar size and complexity to the Teacher and Principal Evaluation System.	10	Reject	5	7	9
System Architect Requirements	Weight	Does not Meet	Meets	Exceeds	Greatly Exceeds
Experience performing systems development activities as a technical lead over analysis, design, development, and testing on a minimum of two projects of similar size and complexity for the Teacher and Principal Evaluation System.	10	0	5	7	9
Experience implementing a similar solution on a minimum of two projects.	15	0	5	7	9
Experience using various project management tools for planning and tracking purposes on a minimum of two projects.	5	0	5	7	9
Training Lead Requirements Propose One Candidate	Weight	Does not Meet	Meets	Exceeds	Greatly Exceeds
Experience in developing and implementing a training plan on a minimum of one project of similar complexity and size.	15	0	5	7	9
Experience in preparing and delivering formal classroom training in the past 12 months on a project similar in size and complexity.	10	0	5	7	9
Experience in developing on-line curricula and/or user manual on a project of similar size and complexity.	8	0	5	7	9
Experience using various project management tools for planning and tracking projects on a minimum of two projects of similar size and complexity.	5	0	5	7	9
Proposed Solution for Teacher and Principal Evaluation System and Hosting Services					
	Weight	Does not Meet	Meets	Exceeds	Greatly Exceeds
Principal Evaluation Requirements	20	0	5	7	9
Teacher Evaluation Requirements	20	0	5	7	9
Customer Support Services	15	0	5	7	9
Website	15	0	5	7	9
Data Management Functions	10	0	5	7	9
Reporting	15	0	5	7	9
Communications/Marketing	10	0	5	7	9

Ongoing Communication	5	0	5	7	9
Ongoing Training	5	0	5	7	9
Security Management	5	0	5	7	9
Document Management	5	0	5	7	9
Business Continuity	5	0	5	7	9
Disaster Recovery	10	0	5	7	9
Implementation Work Plans	Weight	Does not Meet	Meets	Exceeds	Greatly Exceeds
Task 1 – Project Management	15	0	5	7	9
Task 2 – Systems Analysis and Design	10	0	5	7	9
Task 3 – Configuration and Documentation	10	0	5	7	9
Task 4 – System and User Acceptance Testing	15	0	5	7	9
Task 5 – Training	15	0	5	7	9
Task 6 – Implementation	20	0	5	7	9
Task 7 – System Operations	15	0	5	7	9
Task 8 – End of Contract Transition	5	0	5	7	9
Implementation Services Project Schedule	15	0	5	7	9
Staffing Plan	Weight	Does not Meet	Meets	Exceeds	Greatly Exceeds
Implementation Staffing Plan	10	0	5	7	9
Operational Staffing Plan	5	0	5	7	9

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:

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

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

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

ATTACHMENT TWO: WORK REQUIREMENTS AND SPECIAL PROVISIONS

PART ONE: WORK REQUIREMENTS

This attachment describes the Work and what the Contractor must do to get the job done. It also describes what the Contractor must deliver as part of the completed Work (the "Deliverables"). Additionally, it gives a detailed description of the Work's schedule. The contents of this Request for Proposal were developed under a grant from the U.S. Department of Education. However, the contents do not necessarily represent the policy of the U.S. Department of Education, and you should not assume endorsement by the Federal Government.

Scope of Work.

The State will provide oversight for the project, but the Contractor must provide overall project management for the tasks under this Contract, including the day-to-day management of its staff. The Contractor also must assist the State with coordinating assignments for State staff, if any, involved in the Project. Additionally, the Contractor must provide all administrative support for its staff and activities. The project management methodology used by the Contractor should include industry best practices and the functions of the Project Management Knowledge Areas and Process Groups contained in the Project Management Institute's Project Management Body of Knowledge (PMBOK). Throughout the Project, the Contractor must employ ongoing project management techniques to ensure a comprehensive Project Plan is developed, executed, monitored, reported on, and maintained.

This section of the RFP describes the work required for the Teacher and Principal Evaluation System project. The scope of services required includes project management, systems analysis and design, configuration, testing, training, implementation, and operations. Training of and knowledge transfer to Ohio school district staff regarding the product is required throughout the project.

The following tasks and deliverables represent all the work to be completed to successfully implement the Teacher and Principal Evaluation System. They do not necessarily represent a logical sequence for completion of the work to be performed.

The delivery of the Teacher and Principal Evaluation System in support of business and technical requirements must achieve the following objectives:

- The State requires the FIRST iteration of the (Principal Evaluation) product within 3 months from the date of award;
- The State requires the FINAL iteration of the Teacher and Principal Evaluation System within 18 months from date of award;
- The Teacher and Principal Evaluation System has adequate capacity upon production to handle the Teacher and Principal Evaluation System processing volumes needed at the go live date; and
- The Teacher and Principal Evaluation System is designed with sufficient capacity to meet processing requirements for a minimum of four years.

Task 1 - Project Management

The Contractor must provide one fulltime, 100% dedicated Project Manager throughout the implementation period. This Project Manager must work at the operations site or at a State site as requested by the Ohio Department of Education (ODE).

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

The Contractor also must propose a system development methodology (SDM) that is defined, documented, repeatable, and consistent with the Software Engineering Institute (SEI) Level 3 or higher Capability Maturity Model (CMM). The Contractor is not required to have official SEI certification.

The Contractor is required to use an iterative software development method. The method in use at ODE today is Agile SCRUM. The contractor is not required to adhere to the entire Agile SCRUM methodology, but is responsible for daily 15-minute status meetings with the Contractor project team and responsible for generating the following project artifacts throughout the life of the project:

1. SPRINT Backlog (SPRINT duration cannot exceed 28 days – 10 days is preferred)
2. SPRINT Review and Retrospective document for each SPRINT.
3. SPRINT Burndown Chart for each SPRINT

The Contractor must provide copies of the project artifacts identified above to the State Project Manager weekly.

The State will provide staff, as it deems appropriate, to perform Project monitoring and review. For the data interface development, the State's technical staff will provide technical assistance, particularly in regard to data migration issues between the Contractor hosting location and ODE. The Contractor will assume full maintenance and hosting for the system from the implementation of the first iteration to the final iteration and after deployment of the final iteration for a term of three (3) years.

The Contractor must create all project management deliverables and iterative development artifacts listed above initially and update them as needed throughout the life of the Project.

After implementation the Contractor will provide a Contractor Service Delivery Manager to oversee the day to day operations and customer technical support of the Teacher and Principal Evaluation System.

Contractor Service Delivery Manager. After implementation, the day-to-day Management of this Contract will be handled by the Contractor Service Delivery Manager and the State-Project Manager. The Contractor must propose only one candidate, by name, for the position of Contractor Service Delivery Manager who is dedicated 100% throughout operations of the Teacher and Principal Evaluation Project, unless otherwise approved by ODE. Whenever either Contractor Service Delivery Manager or Contractor Project Manager will be unavailable, he or she will designate an alternate to handle communications with the manager for the other party. The Contractor Service Delivery Manager will, on a full-time basis, manage the daily operations of the contract staff, work with state personnel, network Contractors, and be responsible for enforcing the defined service levels for the project.

Additionally the Contractor Service Delivery Manager will prioritize new Project work, handle ongoing maintenance and production support activities, manage dispute resolution, monitor issues and provide root-cause analysis for any unforeseen outages or system issues that occur. The Contractor Service Delivery Manager must be available for all project meetings and must be available to ODE by telephone during regular business hours. The Contractor Service Delivery Manager must be available onsite at the State's facility within 24 hours of notification by the State if necessary.

Kick Off

Kick Off Meeting. The Contractor and ODE will conduct a kick-off meeting within five working days of starting work.

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 State staff.

Update Project Schedule. The Project schedule submitted with the Contractor's Proposal must be updated and submitted in electronic and paper form to the ODE Project Manager for approval within 14 calendar days of start work. The revised Project schedule will become the Contractor's base lined plan to fulfill the Contract. The Contractor must use Microsoft Project 2010 as the automated project management tool for the maintenance and presentation of the Project schedule during the Project.

The Project Plan Baseline will be established in the early stages of the Teacher and Principal Evaluation System Project. Once established, the baseline will only be modified through the Change Management Process and approved by the Project Sponsor Committee. The approved baseline will be used for all Project metrics reported on a weekly status reporting schedule.

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

Project Communication Plan

As part of the Project management task, the Contractor must develop a Project communication plan that ensures timely and appropriate generation, collection, and dissemination of Project information. This includes the communication protocols and procedures for reporting to ODE stakeholders regarding Project issues, project risks, and change orders. All materials generated as a result of the communication plan must be delivered to ODE upon system acceptance.

Change Management Plan

The Contractor must work with ODE 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 Teacher and Principal Evaluation System contract. Changes may be based on scope (both technical and functional) or schedule. This document must identify how changes are identified, defined, evaluated, approved, and tracked through completion. This plan must identify responsibilities and define the composition, function, and procedures for the Teacher and Principal Evaluation System Project Sponsor Committee. The Change Management Plan must address the coordination of potential changes made to Teacher and Principal Evaluation System sub-systems under simultaneous development to ensure the Teacher and Principal Evaluation System incorporates all changes at the time of implementation.

Change Control Process: The Contractor must work with ODE 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:

- Changes in federal and/or State legislation;
- Changes introduced by third party contractor;
- Changes in ODE business processes or policies; and
- New business requirements.

The Contractor must work with ODE to implement and follow a change control process that will:

- Span the entire Project life cycle;
- Incorporate a formal change order process that:
 - Provides a clear scope of what is included and excluded from each change order request;
 - Delineates the production system downtime required to implement any changes, 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.);
 - 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; and
 - Provides and maintains a fully documented and automated change request for change order requests. The change request must provide the following at a minimum:
 - Control to monitor change orders;
 - A process for reporting the status of all change requests;
 - The ability for ODE to set and change priorities on individual change requests;
 - A method to schedule a completion date provided by ODE for each change request.

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 stored 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 ODE staff. ODE will provide Microsoft SharePoint System access for the storage of Project documentation.

Weekly Meetings: Throughout the Project, the Contractor's Project Manager and pertinent primary Project staff are required to attend routine (perhaps weekly) meetings with the ODE Project Manager and other members of the Teacher and Principal Evaluation System Project. The weekly meetings must follow a preset agenda and must allow the Contractor or the State to discuss the project accomplishments and issues that concern either party.

Weekly Status Reports: The Contractor must provide electronic status reports on the Project, which are due to the State Project Management Team at least 24 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; (manual or automated)
- If deadlines were met;
- Any issues or obstacles that are required to be addressed before proceeding to the next task;
- Anticipated tasks to be completed in the next week;
- Tasks percentage completed between 0% and 100%.
- 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 open issues.

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

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

1. Updated project schedule;
2. Project communication plan;
3. Communication materials;
4. Change management plan;
5. Weekly status reports

Task 2 - Systems Analysis and Design

The Deliverables from this task must be developed according to the approved Project Plan developed in Task 1, and must be consistent with the agreed upon standards. The major objectives of the System Analysis and Design task are as follows:

- Ensure that the Contractor has a thorough, detailed understanding of the Ohio Standards for Teachers and Principals and related business requirements;
- Validate and refine the business requirements specified in this RFP and supporting documents with ODE staff;
- Elaborate and document detail requirements of the Teacher and Principal Evaluation System;
- Support and participate in requirements management;
- Design the Teacher and Principal Evaluation System data interfaces to ODE; and
- Define the systems parameters and related implementation requirements for the Contractor's software solution.

Contractor Responsibilities. The Contractor must perform a detailed review and analysis of all requirements provided in the RFP and develop the detailed specifications required to construct and implement the Teacher and Principal Evaluation System. The Contractor must complete activities consistent with its proposed methodology to accomplish the task objectives and meet all RFP requirements. The State prefers methodologies that allow the State multiple opportunities to validate requirements and design, such as iterative, Agile SCRUM. This includes a desire to view rapid prototypes of requirements and design concepts, screens, content, and application flow. Prototypes do not necessarily need to become operational or be

reused during development. Workflow and performance simulation within the design is also preferred. At a minimum, completion of this task must include the following activities:

Review, Validate and Refine Requirements. The Contractor must thoroughly review, validate, and update, if necessary, all requirements specified in this RFP. In addition, the Contractor must work with State staff to fully understand the scope, purpose, and implications of each requirement.

The Contractor must thoroughly review all appropriate Ohio and Federal programs and policies. The Contractor may reference the Ohio Revised Code (ORC), Ohio Administrative Code (OAC), and other associated documentation as it pertains to Teacher and Principal Evaluation System. Additionally, the Contractor must ensure that the Teacher and Principal Evaluation System adheres to all applicable ODE and State of Ohio IT Policies. The State's policies are at the following URL: <http://oit.ohio.gov/IGD/policy/OhioITPolicies.aspx>.

Construct Requirements Specification Document (RSD). The Contractor must develop and maintain a System Requirements Specification Document. This System Requirements Specification Document must include system functional, and non-functional requirements (e.g., quality attributes, legal and regulatory requirements, standards, performance requirements, and design constraints). The requirements covered in this RFP are the base requirements. They must be further refined to arrive at the detailed design requirements and traced throughout the system development life cycle. These detailed requirements must be traceable back to the requirements specified in the RFP. At a minimum the Contractor must:

- Conduct joint application design (JAD) sessions to finalize requirements and ensure that responses to all RFP requirements are acceptable to ODE; and
- May consider creating User Stories to review with ODE business stakeholders.

The specification for each requirement should include a means of measuring that the requirement has been satisfied. This measurement will be used to generate the necessary test cases for system and acceptance testing.

The Contractor will review RFP requirements, validate them, and identify how and where the requirements are met by the Contractor's solution. Additionally, the RSD 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 JAD sessions related to any functions and processes;
- Identification of all internal and external interfaces; and
- Linkages across the business model and component functions.

Requirements Traceability Matrix. The Contractor is required to develop and maintain a requirements traceability matrix to track all requirements. Requirements must be tracked throughout the project from requirement specification through production implementation utilizing a tool approved by the State. The primary objective is to ensure continuity and detail tracking of requirements to system functionality.

Detailed Data Interface Document. The Contractor must develop and maintain a Detailed Data Interface Document. The Detailed Data Interface Document (DID) must be available in hardcopy and electronic media, in a format approved by ODE and must include:

- Resource requirements that detail time estimates for transaction and batch processes required for production;
- 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 (APIs) used within the application to communicate with ODE for data interfaces or with external systems must also be defined.

The Contractor must conduct walkthroughs of the Data Interface Document with the ODE Project Manager and technical staff during the development of the design specifications for the data interfaces to enable the State's understanding of the system data file interface and processing.

System Security Plan. The Contractor must develop a Teacher and Principal Evaluation System Security Plan. This plan must detail all methods of security, including all protocols and technologies used by the Teacher and Principal Evaluation System. This plan must include, among other things, details describing the system's adherence to and compliance with the State's and ODE's security regulations, policies, and procedures, security aspects of the system's physical architecture, detailed descriptions of all user access roles and their corresponding security levels. This plan must include a diagram(s) and explanation of the Teacher and Principal Evaluation System security architecture. This plan must be developed through consultation and final approval by ODE. The plan must be updated and submitted to the State annually. All updates and revisions to the plan must be approved by the State. The Contractor is not permitted to store individual educator Social Security numbers as a user authentication solution, or for any other reason. The State recommends using the educator State ID (and/or other unique identifiers), which every licensed and employed educator is required to possess.

System Deployment and User Training Plan. The Contractor must develop a Deployment and User Training Plan that details how the Teacher and Principal Evaluation System will be deployed to the user community. The plan must detail how the Teacher and Principal Evaluation System user interfaces (UI) will be implemented, identify user documentation and its deployment, identify system configuration requirements for interface data file transfers, and a plan for user training.

Architectural Component Procurement Plan for the Data File Interfaces. The Contractor must produce and maintain an Architectural Component Procurement Plan which details all hardware and software required for the Teacher and Principal Evaluation System that ODE may be required to purchase to support the data file interfaces and system at some point in the future (if ODE considers that option in the future). It is ODE's intent that the solution will utilize existing hardware and software to support the data file interfaces between the solution and ODE systems.

If there is additional hardware or software that must be procured by the State to support the data file interfaces, this document must identify the detailed specifications (e.g., components, stock numbers, configurations, quantities, etc.) of all hardware and software components that ODE may require to support the proposed solution. The plan must identify the dates each component must be in operational status. ODE requires a 90 day lead time for component purchases and this procurement plan must identify the lead time for each component. All projected hardware/software order and availability dates must be reflected in the Teacher and Principal Evaluation System project plan.

Contractor Deliverables. Deliverables to be produced by the Contractor for this task include:

1. Requirements specification document;
2. Requirements traceability matrix;
3. Detailed Data Interface Document;
4. Security plan;
5. Deployment and User Training plan;
6. Architectural component procurement plan for the Data File Interfaces.

Task 3 –Development, Configuration and Documentation.

The Development Task is to develop the Teacher and Principal Evaluation System Application in a hosted (Internet/www/https) environment. Additionally, the Contractor must develop all data file interfaces required between the Contractor's hosted environment and the State's Applications (if necessary). It is the Contractor's responsibility to procure, install and maintain all the hardware, software, and necessary technical accessories required to accomplish the development tasks.

The Contractor will provide a DEVELOPMENT, QUALITY ASSURANCE (Staging) and PRODUCTION environments for testing and system promotions. Changes to application code or any other critical elements contributing to the smooth, reliable and consistent operation of the system must first be executed in the DEVELOPMENT environment, then promoted to QA, then promoted to PRODUCTION after passing testing. No coding or other changes to critical elements of the system will be deployed directly to the PRODUCTION environment by the Contractor before the items first pass testing in the lower environments. ODE must have access to all environments established by the Contractor.

Contractor Responsibilities

Contractor is responsible for all aspects of procuring, implementing and maintaining the Teacher and Principal Evaluation System environment(s). This includes procuring, installing, maintaining and housing all hardware and software required to configure and support production for the Teacher and Principal Evaluation System. All hardware and software must be maintained such that it is at a current release and is fully supported by the software and hardware manufacturer(s). The Contractor's hardware and software responsibilities are limited to the hosting environment for the application, application code storage, versioning, and data storage and management.

The Contractor is responsible for procuring, installing and maintaining all workstations, its local area networks, wide area networks and internetworking infrastructure required for the Contractor's hosting site. The Contractor will be responsible for providing connectivity to the ODEVPN gateway (or other secure transmission method agreed to by ODE) to the internal ODE network.

Development, Configuration and Unit Testing: The Contractor is responsible for all development, configuration, interface development and unit testing at the hosting site to meet the requirements of this Contract.

Working with ODE, the Contractor must develop all required interfaces to send and receive data files from ODE. The specifications and design for these interfaces will be the result of Task 2. ODE will develop the processes necessary to extract data from ODE owned educator information (CORE) systems for transmission to the Contractor and to load data from the Contractor to ODE'S system. The exchange of data will occur, at a minimum weekly. The timing for the transmission and processing of the interfaces will be mutually agreed upon by ODE and the Contractor to meet the objectives for system operations.

The Contractor must develop the required interfaces within the Teacher and Principal Evaluation System to receive educator data from ODE as defined in the Detailed Interface Document. The Contractor must develop any bridges and integration code necessary for devices used to collect educator data, accepting or sending data to ODE and other software and systems required to meet the objectives of this Contract. Once the required interfaces are developed the Contractor is required to test data transmission of all interfaces.

The Contractor is responsible for developing, configuring, and maintaining all the Teacher and Principal Evaluation System application code to meet the requirements of this Contract. The Contractor must document all system functions. The documentation must also include traceability from the functional requirements to the system test cases. All configuration changes must be unit tested by the Contractor to verify operational functionality.

The results of unit testing and data transmission must be documented in a test results document. This document must include functionality tested, errors, error correction and final results.

Operational Documentation. The Contractor must prepare and maintain documentation for all functionality. The Contractor will be responsible for the production and distribution of all systems documentation upon implementation, and provide updates in a timely manner. The following are minimum requirements for the Teacher and Principal Evaluation System electronic documentation:

- The documentation must include on-line, context-sensitive help screens for all the Teacher and Principal Evaluation System functions;
- User documentation must be written and organized in a manner that users can learn from reading the documentation how to operate the Teacher and Principal Evaluation System and all related functions;
- User documentation must be written in a procedural, step-by-step format, which includes current user interface screens;
- User manuals must contain a table of contents and an index;
- Descriptions of all error messages and the steps to correct such errors must be provided;
- Abbreviations and acronyms must be consistent throughout the documentation and defined in a glossary;
- Documentation must contain a list of valid values and descriptions for all data fields;
- Each user manual must contain illustrations (UI screenshots) depicting how to use the system;
- Use version control numbering with detailed history to reflect amendments and additions;
- Maintain dating history (i.e. date of issue, date of approval and/or date of implementation);
- Update documentation within 30 days of processes, procedures and system functionality changes;
- Each user manual must contain a section describing all reports generated within system, which includes the following:
 - The purpose of the report;
 - Defines each report's audience, format, delivery method, description, etc.;
 - Definition of all fields in the report, including detailed explanations of calculations used to create all data and explanations of all subtotals and totals; and
 - Illustrations of reports.

- Instructions for creating, accessing, or requesting reports;
- The Contractor must provide and maintain a Teacher and Principal Evaluation System Administration Manual detailing the business and technical functions and use of administration modules by Ohio School District staff; and
- The manual may be broken into smaller functional manuals for distribution to the appropriate roles that individuals may have.

Data Interface Operating Procedures. The Contractor must work with ODE staff to develop operating procedures that define the relationships and responsibilities of the Contractor and ODE personnel for the Teacher and Principal Evaluation System. Minimum requirements are:

- Must be written in a procedural, step-by-step format
- Operating procedures must be created and maintained in Word 2000 (or higher, consistent with ODE standards) and must be available online and provided on request to ODE on electronic media;
- Instructions for sequential functions must follow the flow of actual activity;
- Operating procedures must contain a table of contents, be indexed, and include an online 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;
- Terms used in operating procedures must be consistent with windows, screens, reports, and the data element dictionary;
- Abbreviations must be consistent throughout the documentation;
- Requirements for purging, archiving, backing up, and restoring required data; and
- Operating procedures must contain any reports used for balancing or other administration functions to monitor and ensure the system is performing as expected.

Teacher and Principal Evaluation System Procedures Manual

The Contractor must develop and maintain a Teacher and Principal Evaluation System Procedure Manual that contains detailed and up-to-date descriptions of Teacher and Principal Evaluation System related workflows and business processes for providers, caretakers and data interfaces.

Workflows provide step-by-step instructions for completing tasks at a detailed level. Business Process Flows provide a high level overview of how a particular business process works.

Contractor Deliverables. Deliverables to be produced by the Contractor for the development task must include the following:

1. Unit and Interface Test Results;
2. Operational documentation;
3. Teacher and Principal Evaluation System Administration Manual;
4. Data Interface Operating Procedures; and
5. Teacher and Principal Evaluation System Procedures Manual.

Task 4 – System and User Acceptance Testing

The Contractor's system must be subjected to system and user acceptance testing.

Contractor Responsibilities. At a minimum, the Contractor must perform the following activities during this phase:

System Test Plan. The Contractor must develop the System Test Plan that includes, at a minimum, the following:

- Test scenarios developed with the State's assistance (Test samples must include all processing functions; and incoming and outgoing data (including all data file interfaces), posting, reconciliation and reporting requirements);
- The scope of the tests including regression testing, load testing and balancing that clearly describe how the system test will fully test the system functions, features and performance;
- The inputs to the test, the steps and procedures in the testing process, timelines and the expected results;
- A description of the Contractor and State staff roles and responsibilities during testing;
- An indication of all State resources needed; and
- A description of the defect identification and resolution processes to be executed during the system test.

Execute System Testing. The Contractor must test all system functionality, including interfaces. System testing must occur in an established test environment that mirrors the Contractor's production environment. To complete the System Test the Contractor must perform the following:

- Execute the system test plan;
- Function as system users during system testing and evaluate and validate all test outcomes;
- Provide system output and test outcomes to the State as requested;
- Analyze and evaluate performance of all systems, telecommunication networks, hardware, and software;
- Perform all system modifications required to ensure system performance meets performance requirements as specified in the approved requirements;
- Document and resolve any errors encountered during system testing; if major defects are found during system 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);
- Provide adequate staff dedicated to testing support and problem resolution while the test is in progress.; and
- Upon request, the Contractor must provide a defect and resolution log to the State.

System Test Results Document. The System Test Results document must include all system test results and system recommendations. The document must contain sufficient information to permit the State to validate that the test has been successfully executed in accordance with the approved system test plan. The tests performed must prove that the system meets the approved requirements. All defects encountered during the system test and their resolutions must also be reported in the system test results document.

If test results are deemed unacceptable by the State, the Contractor must make modifications to appropriate systems and repeat the testing and approval process.

User Acceptance Testing

The user acceptance testing (UAT) will verify the full functionality and technical usability of the system. UAT includes testing the interfaces and system accessibility.

Contractor Responsibilities. The Contractor responsibilities for UAT include managing and supporting the user acceptance testing. At a minimum, the activities of this task must include the following:

Develop UAT Plan. The Contractor must develop, with assistance from the State, a UAT plan that includes, at a minimum, the following:

- Test scenarios developed with the State's assistance (Test samples must include all processing functions; and data sources, incoming and outgoing data (including all data file interfaces), and reporting requirements);
- A description of the Contractor and State staff roles and responsibilities during testing;
- The scope of UAT, which includes the inputs to the test, the steps and procedures in the testing process, timelines and the expected results; and
- A description of the defect identification and resolution processes to be executed during UAT.

Train UAT Staff. The Contractor must train all designated State or school district staff for successful execution of User Acceptance Testing.

Monitor and Support UAT. During UAT, State and School District staff trained by the Contractor will test the system to validate that the functionality, features and performance meet approved requirements. The Contractor must monitor and support UAT in the following ways:

- Utilize State provided system data and files to execute the user acceptance test;
- Analyze and evaluate performance of all systems, telecommunication networks, hardware, and software;
- Evaluate all UAT outcomes;
- Document, track, repair and report to the State all defects encountered during UAT; if 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);
- Perform all system modifications required to ensure system meets approved requirements as specified in the System Design document;
- Provide adequate staff dedicated to UAT support and problem resolution while the test is in progress; and
- Upon request, provide a defect and resolution log to the State.

Produce UAT Final Report. The Contractor must include the results of the UAT and any system recommendations in the UAT Final Report. The report must contain sufficient information to validate that UAT has been successfully executed in accordance with the approved UAT plan and that the tests performed adequately meet the approved requirements. All defects encountered during UAT and their resolutions must be reported in the UAT Final Report

If test results are deemed unacceptable by the State, the Contractor must make modifications to appropriate systems and repeat the testing and approval process.

Contractor Deliverables. Deliverables to be produced by the Contractor for this task include the following:

1. System Test Plan;
2. System Test Results Document;
3. UAT Plan; and
4. UAT Final Report.

Task 5 – Training

ODE requires training to prepare Ohio School District staff for the Teacher and Principal Evaluation System. This training includes overall system functionality, technology, processes, and operations. The objective of this task is to prepare ODE and participating Ohio School District staff in the use of the Teacher and Principal Evaluation System.

Contractor Responsibility

The Contractor will be responsible for developing training plans for ODE and Ohio School District employees. The Contractor must develop a training curriculum for each user role. The Contractor must develop and complete the training in a manner that ensures training occurs prior to final implementation. Because of the iterative nature of the product development, training will be simple for early iterations, and more complex with later iterations of the Principal and Teacher Evaluation System.

The Contractor will be responsible for the development and delivery of various methods of training such as but not limited to, webinars, Web based online tutorials, and electronic documentation (e-documentation).

Training must be provided in the following categories:

ODE and Ohio School District Users. The Contractor must provide training for ODE and Ohio School District (approximately 927 Principals and Superintendents) users who use the Teacher and Principal Evaluation System. The Contractor must provide classroom or video conference training (or Webinars) on all aspects relating to administrative functions to be performed by a state or school district systems administrators. Before the initiation of training, the Contractor is responsible for site preparation. The State will work with the Contractor to create network connections necessary for 12 to 15 students per class, including connectivity to a training system hosted by the Contractor. The State may, at its sole discretion, record any training sessions and use any training materials for future training. The Contractor will be responsible for identifying and providing the appropriate number of training sessions. Training methods must include online tutorials, web-based training and e-documentation.

The Contractor must provide training to personnel who have varying computer skills and who perform different functions within their organizations. ODE and Ohio School District staff training must be role-based, structured to support all security levels utilized in the system. Business processes include, but are not limited to:

- System Features and system interoperability;
- Process and Operations;
- Reporting;
- Security;
- System Tutorials/System Navigation.

Superintendent Training. The Contractor must develop and provide training for approximately 208 Ohio School Superintendents, such as quick start guides, web-based tutorials, e-documentation, and Frequently Asked Questions. The training must be structured to address the Teacher and Principal Evaluation System functionality to include all aspects of Superintendent-related functions for using the system.

Principal Training. The Contractor must develop and provide training material for approximately 719 Ohio School Principals. The primary training tool for Principals will be online training and user manuals. Principals must also have the ability to access

the Contractor's website for web-based tutorials, e-documentations, quick start guides and frequently asked questions.

Training Methods.

Training will be provided utilizing the following methods with no impact to production system performance. Each method may be utilized for different audiences based on need.

Web-based Tutorial. The Contractor must provide a web-based tutorial to assist users to learn the major functions of the Teacher and Principal Evaluation System. The tutorial content must be specialized for each user audience specific needs.

E-Documentation. The Contractor will provide e-documentation on its website, accessible to all users. The content must include, at a minimum, a glossary of terms, step by step instructions, and administrative functions.

Training Plans. The Contractor must create, maintain, and update, as required, an approved training plan for all level of users. The training plans must include at least the following:

- Provide an overview of each training methodology identified above for all level of users;
- Identify the number of role based web-tutorials required to meet the training requirements identified above;
- Describe the content of the web-based tutorials, e-documentation, brochures and pamphlets;
- Describe a process for user evaluation of training for feedback to ODE;

Develop, Provide and Maintain Training Documentation. The Contractor must develop and update all training e-documentation, manuals, materials, and training guides (including training objectives and outcomes). The Contractor must develop a document version control plan for the maintenance of training documentation. The Contractor also must incorporate on-line help, on-line policy, and procedure manuals and hard copy user manuals for the delivery of training. All training materials must be reviewed and approved by the State before the start of the training. The Contractor must provide all electronic source documents and graphics used in the development and presentation of all aspects of training. All training materials must be continually updated as system maintenance and enhancements occur.

Training Report: The Contractor must develop a final training report that includes information such as, but not limited to type of training, number of trainees or mailings, training evaluation feedback and recommendations for follow up training.

Contractor Deliverables. Deliverables to be produced by the Contractor include the following:

1. Training plan/schedule;
2. Training documentation;
3. Establishment of training database and related application software;
4. Conduct training for ODE and School District Employees; and
5. Training report.

Task 6 – Implementation

The State requires the first iteration of the Teacher and Principal Evaluation System to be operational statewide within three (3) months of issuance of start work. A draft project schedule is included as a part of this RFP. This draft is provided for informational purposes, the Contract is required to provide an updated Project Schedule that will be approved by ODE and baselined. The baselined project schedule will be the schedule to which the Contractor must work.

Contractor Responsibilities. At a minimum, the Contractor activities of this task include the following:

Implementation Plan. The Implementation Plan must demonstrate to the State how the Contractor will implement the system. The plan, at a minimum, must detail the approach for coordinating the following:

- Implementation approach;
- Technical preparation;
- Implementation activities check list; and
- Implementation schedule.

Implementation Confirmation. The Contractor must confirm at the close of the project that:

- Training is complete as defined in Task 5;
- All system and user acceptance testing is complete;
- The production environment has been prepared in accordance with the Contractor's requirements;
- All user and system support (such as Call Centers) are in place;
- All appropriate systems access and logins are established; and
- All data interface processing is finalized and established.

Performance Period Reports. Upon implementation of the final iterative implementation of the Teacher and Principal Evaluation System, the Contractor must operate the system in accordance with the Service Level Requirements defined in Supplement Six for a period of 90 days. The Contractor must provide the State with Performance Reports that contain the reporting measurements against each required SLA on day 35 and day 65 of the performance period. The State will provide feedback to the Contractor regarding performance after the issuance of the reports within 5 business days. The Contractor will provide the final performance report within 5 days of the end of the 90 day period. Within 15 days of receiving the report, the State will accept or reject the system.

In the final performance report, the Contractor must present to the State evidence that clearly delineates how the Contractor has met the requirements of this Request for Proposal.

- The Service Level Agreement for batch files and turnarounds for interfaces has been met for ninety (90) days.
- Call Center availability and response time is meeting the agreed-upon Service Level Agreement.
- User complaints of services and service availability are less than one percent (1%) of the total User population.
- Call Center hold time is less than one hundred fifty percent (150%) of the Service Level Agreement.
- Acceptance will be based upon meeting the requirements of the Service Level Agreement for a period of ninety (90) days.

User Documentation. The Contractor must develop and provide all user documentation at the time the system is presented for final acceptance. The Contractor must provide electronic and hard copies of the documentation for the system. The documentation must include all manual and system processes and procedures.

Contractor Deliverables. Deliverables to be produced by the Contractor for the implementation task must include the following:

1. Implementation Plan;
2. Performance Period Report; and
3. User Documentation.

Task 7 – System Operations

The Contractor will be responsible for all system operations for the term of the contract.

Contractor Responsibilities. The Contractor must provide system operations, which include updates, patches and repairs; defect resolution; software upgrades; enhancements; and customer technical support during the term of the contract.

Updates, Patches and Repairs. The Contractor must update, patch, and repair the system components and related hardware in appropriate Contractor environments and package software changes for promotion to production. All updates, patches, and repairs must be fully and successfully tested, including regression testing before migration to production.

For implementation of updates, patches, and repairs the Contractor must work with the State to coordinate the release of the updates, patches, and repairs with regularly scheduled maintenance releases.

Defect Resolution. The Contractor must correct system defects, which are malfunctions or functional deviations from approved system requirements. Additionally, the Contractor must correct system performance issues identified by retailers, customers, or State staff. The Contractor must take corrective action and ensure that the system performs as designed and required by the RFP.

The Contractor must consider the service level agreement (performance standards for data files, systems and reporting) described in the Liquidated Damages identified in Supplement Six for timely correction of system defects.

The Contractor must fix all system defects and system performance issues unless the Contractor is not authorized by ODE to fix the defect or issue. All system defect and performance issue repairs must be fully and successfully tested, including regression testing, before migration to production. For implementation of system repairs the Contractor must work with the State to coordinate the release of the repairs.

Upon correction of the problem, the Contractor must notify the State that the problem is resolved and submit a written report of the defect or performance issue analysis and resolution implemented within five (5) business days unless an extension is granted by ODE.

When a defect or system problem is identified, the Contractor must contact the State's Project Manager or their designee according to the following severity and priority levels. An escalation plan must be developed, in conjunction with ODE that identifies primary and secondary contacts.

Classify defects and performance issues upon receipt into severity levels defined as follows (the term users include cardholders, merchant/retailers, and system administration users):

- Severity 1 - Catastrophic defect that causes total failure of the software or unrecoverable data loss. There is no work around. Example: defects that cause the system to crash, corrupt data files, or completely disrupt service.
- Severity 2 - Defect results in severely impaired functionality. A work around may exist but its use is unsatisfactory. Examples: with certain steps, the system may generate a Windows error/message that can be bypassed by clicking Ok and continuing with no harmful effects.
- Severity 3 - Defect causes failure of non-critical aspects of the system. There is a reasonably satisfactory work around. Example: a Report is not recognizing an option correctly, but if a filter is set, the report can be generated with the proper output.
- Severity 4 - Defect of minor significance. A work around exists or, if not, the impairment is slight. Example: A button or button set is slightly off center on a data screen, or the problem is purely cosmetic and not easily recognizable.

Classify defects and performance issues that cannot be resolved immediately upon receipt into low, medium, or high priority, defined as follows (the term users include cardholders, merchant/retailers, and system administration users):

The Contractor must use the following definitions of resolution priority for defects 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:** all other issues/problems. Medium-priority problems include 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 service requests and other problems that prevent a stakeholder from performing some tasks, but in situations where a workaround is available.

Report all defects or problems to the ODE Project Manager or designated back-up according to the following schedule based on the priority assigned to the defect or problem:

- **Low Priority:** Report via email within two business hours of the occurrence of the defect or problem and follow up with a phone call within three business hours of occurrence;
- **Medium Priority:** Report via phone within one business hour upon occurrence of the defect or problem on a 24 hour per day schedule; and

- **Urgent and High Priority:** Report via phone immediately upon occurrence of the defect or problem on a 24 hour per day schedule.

The Contractor must review and diagnose all urgent and high-priority problems within two hours of receipt of the problem report. The Contractor must review and diagnose all medium- and low-priority problems within four hours of receipt of the problem report.

The Contractor must provide ODE an analysis utilizing the approved change management process of the diagnosis, solution, and the anticipated completion date/time. ODE will provide approval for the Contractor to begin work on the defined solution for all urgent and high-priority problems.

The Contractor must correct system fatal errors and abnormal ends, and software defects causing such problems within 24 hours from the time that the problem occurs unless the ODE Project Manager has approved additional time for corrective action. Processes that end abnormally and negatively impact on-line availability and transaction processing must be fixed immediately.

The Contractor must fix all defects unless the Contractor is not authorized to fix the defect. All defect resolution will have to be approved by ODE. All system defect repairs must be fully and successfully tested before migration to production. For implementation of system defect repairs the Contractor must work with the State to coordinate the release of the repairs.

Whenever an operational problem results in inaccuracy, data corruption, delay or interruption of online availability, or delays in transaction processing, reports or other output, the Contractor must immediately notify the ODE Project Manager or his/her designee. This notification must include distributing information to the Teacher and Principal Evaluation System Call center, subject-matter experts, and to ODE staff via a daily production status report. The notification must include a description of the problem, the expected impact on operational functions, a corrective action plan, and expected time of problem resolution;

Upon correction of the problem, notify the ODE Project Manager or designee that the problem is resolved and submit a written report of the defect analysis and resolution implemented within five (5) business days.

Software Upgrades. When evaluating software upgrades, the Contractor must determine the impact on current configurations. The Contractor is expected to keep software current by implementing upgrades as specified in the software license agreements. All upgrades must be fully and successfully tested before migration to production.

For the implementation of software upgrades, the Contractor must work with the State to coordinate the release of the upgrades with regularly scheduled maintenance.

Enhancement. During this task, the Contractor will be responsible for application enhancements approved by the State. These enhancements may be caused by changes in State business or legislative requirements or by other requests from the State. State requested enhancements may be negotiated through the Changes provision in Attachment Four utilizing the Rate Card contained in the Cost Summary, if the enhancement request has a significant (exceeding 200 hours of Contractor labor) impact to the schedule.

All enhancements must be fully and successfully tested before migration to production.

For the implementation of enhancements, the Contractor must work with ODE to coordinate the release of the enhancements with regularly scheduled maintenance.

Task 8 – End of Contract Transition

End of Contract Transition Plan. Upon notification that the Contract will not be renewed at the end of its term or is terminated prior to its expiration for any reason, the Contractor must provide all reasonable transition assistance requested by the State to ensure a smooth and orderly transfer of data and services.

In the event any Contract resulting from this RFP expires or is terminated for any reason before the end of the Contract period the Contractor must extend the Teacher and Principal Evaluation System support for a period of up to 180 days (time period is at sole discretion of ODE) or until such a time as services of a new Contract is in effect and implemented, as determined by and at the sole discretion of ODE. Following this termination assistance period, the Contractor will answer questions from ODE on an as needed basis for up to six months after transition to a subsequent contractor or the State. The Contractor will work with ODE and any other organization(s) designated by ODE to facilitate an orderly transition of services at the end of the Contract term.

The Contractor will cooperate with ODE to assist with the orderly transfer of the services, functions and operation provided by the Contractor hereunder to another services provider. The Contractor personnel critical to the transfer efforts will be identified by the parties. The Contractor will ensure the cooperation of its key employees during the transfer process. The Contractor will provide full disclosure to ODE of the equipment, software, and third-party supplier services required to continue services previously performed by the Contractor within thirty (30) days. The Contractor will exercise its best efforts to ensure that ODE obtains appropriate access to third-party services, hardware, software, personnel and facilities required to perform an orderly transition.

The Contractor will allow the State purchase required IT equipment such as network routers, network hubs, network firewall equipment, web and database servers, and terminals, including all associated software licenses, at depreciated cost.

The Contractor will be required to perform the following services during End of Contract Transition:

- Transition assistance and cooperation requires the submittal of an End of Contract Transition Plan six months prior to Contract expiration. If notice of termination is provided to the Contractor in a timeframe that is less than six months, the End of Contract Transition Plan must be provided within a timeframe established by the State. The proposed End of Contract Transition Plan must be approved by the State;
- All non critical software changes will be frozen;
- Third Party Contractors will be notified of procedures to be followed during the transition,
- Data will be transferred;
- Electronic images will be provided to ODE; All ODE, information, documents, mail, instruments, and other relevant information are transferred to ODE; and
- Any interim measures deemed necessary to ensure compliance with federal and state law and regulations are taken.

The End of Contract Transition Plan must include, at a minimum:

- a. Project plan for transition assistance of all Teacher and Principal Evaluation System operations;
- b. Identification of the services and related positions or functions that require transition, including a schedule, plan and procedures for the subsequent Contractor or the State;
- c. Description of actions to be taken by the Contractor in performing transition assistance;

- d. Description of how the Contractor will achieve the transfer of:
 - (i) Relevant information regarding the Teacher and Principal Evaluation System services,
 - (ii) Resources (if any),
 - (iii) Operations,
 - (iv) Data,
 - (v) Documentation and work products, and
 - (vi) Contracts (if any).
- e. Description in detail of any dependencies on the subsequent Teacher and Principal Evaluation System Contractor or the State necessary for the Contractor to perform the transition assistance services (including an estimate of the specific Contractor staffing required);
- f. Inventory of documentation and work products required to facilitate the transition of responsibilities;
- g. Assist the State in the identification of significant potential risk factors relating to the transition and in designing plans and contingencies to help mitigate the risk;
- h. Set the timeline for the transfer of each component of the terminated Teacher and Principal Evaluation System services (including key milestones to track the progress of the transfer);
- i. Define a schedule and plan for Contractor's return to the State or its designee of the State's confidential information, data, documents, records, files, images, and any other storage media in the Contractor's possession;
- j. Procedures for transferring of all documentation pertaining to the operation of the Teacher and Principal Evaluation System as well as all documentation requested by the State within the Contract; and
- k. Procedures and schedule under which the Contractor's and ODE'S Project Manager will meet to review the status of Transition Plan activities and to resolve any issues.

Transition Management Team. The Contractor must provide a Project Manager who will lead and be responsible for the Contractor's overall performance of the transition assistance services and who will be the primary point of contact for the State during the End of Contract Transition.

The State will identify a Project Manager who will be the primary point of contact for the State during the End of Contract Transition. Additionally, the State may identify a transition team to review current services provided by the Contractor and work to facilitate an orderly transition of services.

Operational Transfer. The Contractor must perform the activities reasonably required to help effect a smooth and orderly transfer of operational responsibility for the terminated services.

Following operational transfer, the Contractor must provide the State with a report providing the results of the operational transfer. The report must document completion of each requirement within the End of Contract Transition Plan and its outcome.

Customer Support

The Contractor must develop a process which ensures that there are no disruptions to Customer Support during the transition.

The Contractor must:

- a. Complete all work in progress as a prerequisite to final payment;
- b. Provide the subsequent Contractor or the State with a list of incomplete system upgrade tasks;
- c. Provide a report detailing all customer support requests that, after extensive research, remain open. Supporting documentation of research activities must be included in the report; and
- d. Transfer ownership of all Teacher and Principal Evaluation System phone numbers and domain names to the subsequent Teacher and Principal Evaluation System Contractor or the State, at no additional cost to the State. The Phone numbers and domain names that must be transferred are those that the State transferred to the Contractor at the commencement of the Contract and phone numbers and domain names acquired by the Contractor during the term of the Contract to enable the Contractor to perform services for this Contract.

Systems

The Contractor must develop a process to assist the State with a smooth transition from the Contractor's systems to the subsequent Teacher and Principal Evaluation System Contractor or the State's systems for continued compliance with Federal and State laws and regulations.

The Contractor will be responsible for all costs and work effort necessary to extract all of the data and provide it, in a mutually agreed upon format, to the subsequent Teacher and Principal Evaluation System Contractor or the State. The subsequent Teacher and Principal Evaluation System Contractor (if hosted externally) or the State (if hosted by the State) is responsible for all necessary conversion efforts to load the data into the replacement system.

The Contractor must:

- a. Freeze all non critical software changes;
- b. Provide all non-proprietary documentation stored within the documentation repository to the State;
- c. Return any State equipment provided to the Contractor, if applicable; and
- d. Provide the data from the Contractor's system to the subsequent Teacher and Principal Evaluation System Contractor or the State.

Reports

The Contractor must provide all reports deemed necessary by the State to close the Contract.

Cooperation

The Contractor must provide transition assistance requested by the State to allow for the services to continue without disruption and to facilitate the transfer of such services to the subsequent Teacher and Principal Evaluation System Contractor or the State.

The Contractor must:

- a. Provide full cooperation with the subsequent Teacher and Principal Evaluation System Contractor or the State in the transition;
- b. Provide all information requested by the State to ensure a successful and smooth transition;

- c. Provide a detailed report of current staffing levels necessary to operate the Teacher and Principal Evaluation System, to include job titles and responsibilities;
- d. Provide all records stored both electronically and in hard copy in accordance with Contract requirements;
- e. Transfer all State property, information, documents, mail, and data to the subsequent Teacher and Principal Evaluation System Contractor the State; and
- f. Promptly correct, at no cost to the State, any problems which were caused by lack of support at transition, as may be determined by the State (anything that causes negative impact/financial damages/etc.)

Contractor Deliverables. Deliverables to be produced by the Contractor for this task include:

- 1. End of Contract Transition Plan
- 2. Supporting Documentation and Data; and
- 3. End of Contract Transition Reports.

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

Teacher and Principal Evaluation System Requirements and Hosting Services

Teacher and Principal Evaluation System Requirements

- a. The system must enable appropriate users to collect, store and report performance evaluation data for individual teachers and principals in Ohio School Districts.
- b. The system must enable ODE to access appropriate evaluation data. Appropriate data will be specified during the system planning and development process.
- c. The system must enable an authorized person with appropriate access to generate evaluation data reports based on identifying information.
- d. The Contractor must provide a method to enable the system user to contact the IT system support staff and resolve it, if a system technical issue is discovered.
- e. The system must enable a person with the appropriate authorization to load data, documents and related professional evaluation information for individual teachers and principals into the system.
- f. The system must collect and retain a history of all evaluation transaction data for a minimum of 33 years.
- g. The system must compute the appropriate evaluation output category for the individual Teacher or Principal based on evaluation data input (scoring rubrics): **Ineffective**, **Effective (Proficient)**, **Highly Effective (Accomplished or Distinguished)**
- h. The Contractor will use the **Ohio Teacher Evaluation System Requirements** and **Ohio Principal Evaluation System Requirements** (developed by the ODE) model components, processes and instruments in the development of the Teacher and Principal Evaluation System that will be used for the evaluation of teachers and principals.
- i. The Teacher and Principal Evaluation System data will be stored in a third-party location where appropriate Ohio School district staff will have access to only their specific district (IRN) detailed data.

- j. The system will leverage existing Ohio School District data systems where possible for Teacher and Principal Evaluation System data collections and data migrations to ODE for mandatory EMIS, State and Federal reporting.
- k. The Contractor will create, test and deploy the system for statewide usage.
- l. The Contractor will provide technical and customer support and minor upgrades to the Teacher and Principal Evaluation System for 3 years after deployment of the first product iteration.
- m. The system will leverage secure, encrypted (HTTPS or sFTP) access and automated downloads of specific data elements from the Teacher and Principal Evaluation System hosting location to the ODE computing environment. The Contractor will work with ODE technical network staff to create the secure connectivity if no secure data migration products are available.
- n. The system will allow users with appropriate access to search for evaluation data based on common public data criteria such as State ID, first name, last name, date of birth, etc.
- o. The system User Interface will support current versions of major Internet Browser software such as Microsoft Internet Explorer, Firefox, etc.
- p. The system will include a Secure Socket Layer encryption (SSL/HTTPS) component and administration UI and Web Services which allows specific data and system access by Ohio School District and ODE staff.
- q. The system secure access will integrate with a “reduced sign-on” solution under development simultaneously by ODE. If the reduced sign-on solution is not available before the first iteration of the Teacher and Principal Evaluation System is scheduled for deployment for customers, the ODE Project Manager will negotiate a temporary security solution with the Contractor.
- r. The system will be able to use a scoring rubric developed by ODE to inform summative judgments regarding teacher and principal effectiveness against a standardized set of measurable criteria.
- s. The system will collect, store and provide Formative (developmental) and Summative (evaluative) Teacher and Principal data.
- t. The system will consist of 3 high-level components:
 - 1. Goal Setting process**
 - a. Identifying Roles and Responsibilities;
 - b. Self-Assessment on Ohio’s Standards for Principals;
 - c. Analysis of Student Learning; and
 - d. Goal-Setting and the Professional Growth Plan.
 - 2. Formative Assessment and Coaching**
 - 3. Summative Evaluation and Scoring**
 - a. Improvement Plan
- u. The system must track the following Teacher and Principal Evaluation System data:
 - 1. Individual Teacher and Principal demographic data such as name, date of birth, School District assignment, home address, phone, etc.;
 - 2. Date of summative performance rating data;

3. Roles and Responsibilities data;
4. Self assessment data;
5. Analysis of Student Learning data;
6. Goal setting and Professional growth plan data;
7. Formative Assessment and Coaching data;
8. Summative Evaluation and Scoring data; and
9. Improvement plan data

Customer Support Services

Customer inquiries must be handled in a professional manner with timely, accurate and comprehensive resolutions. Customer support services for the Superintendent, Principals and Teachers must be provided within the Continental United States and will retain responsibility for all related inquiries.

The Contractor must employ state-of-the-art equipment to ensure that customer service functions are performed efficiently and effectively while adhering to established SLA performance standards.

The Contractor must provide customer support to assist Superintendents, Principals and Teachers, and State staff with Teacher and Principal Evaluation System functions and data processing and reports inquiries.

Minimum Requirements: The Contractor must:

- a. Provide customer support via telephone, email, and instant messaging (online chat);
- b. Provide toll free numbers for direct customer service access;
- c. Receive and respond to calls on all business days from 8:00 a.m. to 5:00 p.m. Eastern Time. Coverage may be extended as needed;
- d. Ensure average hold time is 2 minutes or less;
- e. Research, resolve and respond to inquiries and requests for assistance within one business day or in accordance with the SLA;
- f. Notify the State immediately of a call center outage
- g. Implement and maintain a system for tracking and reporting inquiries received via email Online chat/instant messaging and telephone, including, but not limited to:
 - Incoming calls, faxes or emails;
 - Outgoing calls, faxes or emails;
 - Incoming call hold time;
 - Inquiry category;
 - Inquiry resolution to include how inquiries were addressed and resolved;
 - Closure and follow-up on customer inquiries that cannot be satisfied immediately and require additional research; and
 - Track call patterns for individuals and counties.
- h. Provide State staff with complete and direct access to the Contractor's helpdesk issue tracking system and data pertaining to services provided including issues, problem management, resolution, SLA component and reporting tools;
- i. Strictly adhere to all confidentiality rules; and
- j. Provide Call Tracking to include:
 - Call tracking software;
 - State staff access to call tracking reports;
 - The ability to monitor calls for quality assurance purposes; and
 - The ability to capture inbound call statistics.

Website

Minimum Requirements: the Contractor's system must:

- a. Provide secure web access to Teacher and Principal Evaluation System
- b. Provide access to training aids such as webinars, and e-documentation to Superintendents, Principals and Teachers
- c. Ensure secure login access and password features;
- d. Provide information, such as:
 - ◇ Frequently asked questions;
 - ◇ How to update personal information;
 - ◇ How to request history of transactions; and
- e. Display alerts on homepage, as appropriate (for routine IT maintenance announcements, planned outages, etc.).

Data Management Functions

The Contractor must establish policies and procedures, to process and manage all data files generated, transmitted and received by the Contractor.

Minimum Requirements: The Contractor must:

- a. Provide recoverability of all data files, if they are accidentally deleted, corrupted, or a file is incorrectly transmitted or received, by performing backups; (Time frames for recoverability to be determined by the State.)
- b. Ensure security and data integrity of all data files during an electronic transfer, by using a version of Connect Direct that is compatible with the State;
- c. Ensure security of all data files, by keeping the files safe from corruption, providing controlled access to data files and using encryption whenever appropriate;
- d. Ensure timely processing, by providing updates to system interfaces with new and changed information within required timeframes to be determined by the State;
- e. Ensure timely processing, by implementing automated quality assurance standards, to validate the transfer data and discover inconsistencies and other anomalies of the data files;
- f. Provide technical support, 5 days a week from 7 a.m. to 6 p.m. to answer calls and make immediate decisions regarding production issues;
- g. Retain all data files according to the agreed upon standards and schedules;
- h. Define an escalation plan to establish corrective actions and resolution of data transfer errors. The plan must include:
 - 1. Names and contact information for production control personnel,
 - 2. Notification of an ODE systems administrator when a predetermined threshold of errors has occurred during a batch or real time data transfer,
 - 3. Documentation defining the file transfer procedure and indicating actions to be taken when errors are found, and
 - 4. The file transfer schedule.
- k. Provide a routine batch processing report to ODE, to ensure the complete and accurate transfer of data during batch processing. The batch processing report must include, at a minimum, the following:
 - 1. A Summary Report by file transmission that provides a confirmation for the processing of the batch file(s);
 - 2. Summary verification data, including the total number of records received in the batch;
 - 3. The number of records by record type such as number of added, changed, and deleted records;
 - 4. A summary of the transmission processing including number of records accepted and number of records rejected; and
 - 5. A detailed listing of records rejected by a unique identifier, (UUID) accompanied by a reason code and an explanation why the record was rejected.
- l. Define data mapping from ODE interface files to where the data will reside in the corresponding solution, and provide complete documentation of the field definitions and field layouts to ODE;

- m. Provide an electronic copy of the provider database of appropriate data to ODE monthly or upon request.

Reporting

The Contractor must provide a variety of web-based reports related to Teacher and Principal Evaluation System operations, and data interface activities. Additional reports, as well as changes in content and format to the existing reports, may be identified after Contract award and ad hoc reports may be requested during the term of the Contract. The Contractor must adhere to all USDOE federal reporting requirements (e.g. 1512 ARRA quarterly reporting to ODE.)

The Contractor must also provide the users with the ability to generate various reports related to the Teacher and Principal Evaluation System tracking.

The Contractor must provide the State with the ability to query the data stored in the Contractor's system in order to generate ad hoc reports or gather statistics of appropriate data. Report generation must not impact system performance. Data must be no more than 24 hours old.

Minimum Requirements: The Contractor must meet the following operational requirements:

- a. Provide weekly reports not later than 6:00 a.m., Eastern Time on Mondays; and
- b. Provide monthly reports not later than 6:00 a.m., Eastern Time on the 3rd day of the following month.

Ongoing Training

The Contractor must conduct ongoing training, as needed or in conjunction with operational changes or system releases. The Contractor is responsible for all costs associated with training.

Minimum Requirements: The Contractor must:

- a. Conduct training 30 days prior to a change in the Contractor's system.
- b. Provide all necessary training materials.
- c. Draft training plan, if required by the State, for complex or significant changes or releases.
- d. Participate in conferences, workgroups and meetings.
- e. Provide troubleshooting and assistance to Superintendents, Principals, Teachers and state staff via the Contractor's helpdesk.

Security Management

The Contractor must provide system and data security, as well as, physical security at the operations site.

The Security Management function must include, at a minimum:

- a. Confidentiality of Data and Information;
- b. Site Security; and
- c. System Security.

The Contractor must assume total financial liability if a breach occurs by a person or persons employed by the Contractor or its subcontractor(s) in any of the areas of responsibilities referenced in this section. The Contractor will save and hold the State harmless.

If a security breach occurs, the Contractor must immediately notify the State of the nature and content of the breach. The Contractor must comply with all State and Federal regulations, to immediately rectify the breach. If the breach involves disclosure of personally identifiable information, the Contractor must provide, at no cost to the State, a free credit report and credit protection services to all persons involved.

Confidentiality of Data and Information

All financial, statistical, personal, technical data and information related to the ODE Teacher and Principal Evaluation System, which are deemed confidential by the State and made available to the Contractor in order to carry out this Contract, must be protected from unauthorized use and disclosure by the Contractor.

Information and data should 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. The Contractor also must treat as confidential materials police and investigative records, files containing personal information about individuals or employees of the State, personnel records, tax records, court and administrative records related to pending actions, materials to which an attorney-client, physician-patient, or similar privileges may apply, and any documents or records expressly excluded by Ohio law from public records disclosure requirements.

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

Minimum Requirements: The Contractor must meet the following:

- a. The Contractor agrees not to disclose any Confidential Information;
- b. The Contractor will restrict circulation of Confidential Information within its organization to allow individuals that have a need to know the Confidential Information;
- c. The Contractor will be liable for the disclosure of information whether the disclosure is intentional, negligent, or accidental, unless otherwise specified by the State;
- d. 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;
- e. The Contractor will have all of its employees, who have access to any Confidential Information, sign all confidentiality agreements required by the State;
- f. The Contractor will return all originals of any Confidential Information and destroy any copies it has made on termination or expiration of this Contract; and
- g. The Contractor may disclose Confidential Information to its subcontractors on a need-to-know basis, but they will be obligated to the requirements of this section.

Site Security

The Contractor must provide physical site security at the operational facility. A walk-through at the site may be conducted by State staff, to ensure that the Contractor has met this requirement.

The Contractor must make every effort to protect the operational facility from damage by accident, theft, malicious intent, fire, loss of utilities, environmental hazards such as flood and tornados, vandalism, and unauthorized access.

Minimum Requirements: The Contractor must meet the following:

- a. The Contractor must provide a secure facility and access to work areas must be limited to persons with proper security levels via key card or other approved security access methods;
- b. Upon termination of employees, the Contractor must deactivate key card or other security access devices;
- c. The Contractor must maintain an access log of persons entering and exiting the operational facility, any backup facility, and any additional facility associated with the Contract;
- d. All visitors to the facility must be required to register at a designated area;
- e. The Contractor must make access logs available for inspection by the State; and
- f. The Contractor must notify ODE staff of all phone calls, correspondence, and contact with people threatening physical harm to ODE, School District staff or the Contractor personnel or property within one (1) business hour of occurrence.

System Security

The Contractor must provide internal system and data security procedures designed to ensure confidentiality of data and to protect against computer viruses and other security threats, such as, hackers.

Minimum Requirements: The Contractor or its proposed system must meet the following:

- a. Transmitted data must be protected by State approved encryption or other appropriate measures;
- b. The system must contain a security level for restricting individuals' access only to information and processes related to job and duties;
- c. The system must limit logins for information to three failed attempts;
- d. The system must encrypt passwords to prevent system administrators from discovering them;
- e. Reactivation of a password must utilize defined security controls;
- f. The system must deactivate user profiles of terminated staff immediately;
- g. The system must require reauthorization when a timeout takes place;
- h. The system must require password changes every 90 days;
- i. The system must require that passwords for information systems be a minimum of eight alpha-numeric characters, including special characters;
- j. The Contractor must conduct annual audit (or as otherwise deemed necessary by the State) of its security procedures, to ensure that the most recent and up-to-date technology is being utilized;
- k. The Contractor must provide a copy of the security reviews to the State, along with any findings and recommendations;
- l. Based on the findings and recommendations and with approval from the State, the Contractor must take the appropriate steps to improve security processes and procedures including but not limited to, technological upgrades; and
- m. The Contractor must notify ODE, through email or written transmission, of any suspicious or fraudulent activity associated with Teacher and Principal Evaluation System.

Documentation Management

The Contractor must maintain all documentation, including workflows and business process flows that support the Teacher and Principal Evaluation System operations.

Documentation Repository

The Contractor must maintain a documentation library, which is accessible to State staff.

The documentation library must include, at a minimum, the following:

- a. Contract related materials (e.g., RFP, Proposal, Contract, Amendments, Whitepapers);
- b. Design documentation;
- c. Change Requests;
- d. Teacher and Principal Evaluation System Procedures Manual;
- e. Training Materials (e.g., User Guide Training Manual);
- f. Incident and Help desk Reports;
- g. Marketing Materials;
- h. Business Continuity Plan;
- i. Disaster Recovery Plan; and
- j. Security Plan.

Minimum Requirements: The Contractor must:

- a. Use version control numbering with detailed history including dates to reflect amendments and additions;
- b. Update documentation within 30 days of processes, procedures and system functionality changes; and
- c. Secure access to workflow documentation to prevent unauthorized changes.

Business Continuity

The system must have back-up and recovery mechanisms in the event of system failure, file corruption, or any unexpected event that makes it necessary to reprocess data. The Contractor must develop and maintain a Business Continuity Plan in conformance with the Federal Emergency Management Agency's Emergency Management Guide for Business and Industry. The contents can be found at <http://www.fema.gov/pdf/business/guide/bizindst.pdf>.

Develop Business Continuity Plan

The Contractor must finalize the Business Continuity Plan submitted with its proposal to create a consistent, coherent management plan of action to guide the Business Continuity activities of the project. The Business Continuity Plan is subject to final approval by the State. The plan should include detail sufficient to give the State an understanding of how the offeror's knowledge and approach will:

- a. Manage Business Continuity using Risk and Threat Level;
- b. Guide Business Continuity decisions;
- c. Document planning assumptions and decision tree for Plan implementation and execution;
- d. Facilitate communication among stakeholders;
- e. Define key management review as to Business Continuity, control and resolution;
- f. Define critical business functions and supporting tasks/staff;
- g. Define the process for reporting business disruption/failure;
- h. Define transitions from failure to continuity;
- i. Define alternative processing sites;
- j. Provide a baseline for progress measurement and control;
- k. Define how the Disaster Recovery Plan will be used to recover the production system; and

- I. Identify the recovery site in which Production will continue.

Minimum Requirements: The Business Continuity Plan must describe at a minimum the following:

- a. Personnel staffing;
- b. Recovery of information (hard copy and electronic);
- c. Contractor provided telecommunications services and equipment;
- d. Information systems hardware and software;
- e. Utilities;
- f. Facilities;
- g. Furnishings;
- h. Equipment required to provide services;
- i. Identification and prioritizing all business functions;
- j. Documented policies and procedures for all business functions;
- k. Contact list with the assignment of responsibilities for items in recovery plan;
- l. Schedule and timeframes for restoring operations;
- m. Processes to ensure liquidity and cash flow necessary to provide day to day operations;
- n. Clause in all agreements and contracts with third parties to require a business continuity plan; and
- o. Emergency procurement of services and equipment.

The activities that will trigger activation of the Business Continuity Plan include, but are not limited to, the following:

- a. Problem that threatens continuity of services for operations;
- b. The need to protect assets;
- c. The need to restore critical business processes;
- d. The need to reduce the length of interruption of business; and
- e. The need to maintain customer service.

The Contractor must update the Business Continuity Plan, yearly or as requested.

All updates to the Business Continuity Plan must be completed and submitted to the State for approval within 30 days of identifying a change to the Risk and Threat Assessments.

Test Business Continuity Plan

The Contractor must conduct annual testing of the Business Continuity Plan and its procedures unless additional testing is required. The annual test exercise must follow the logical business flow and include all processes normally conducted during daily operations. The first annual test must be performed within 6 months of the final implementation date. The results for Business Continuity Plan test must be presented to ODE for approval. If the Contractor fails a test, the Contractor may be required to retest all or part of the procedures within a reasonable period of time.

Minimum Requirements: The Contractor must:

- a. Notify the State to participate and monitor the testing;
- b. Take action to correct all incidents discovered during the test;
- c. Conduct a retest to ensure all incidents have been corrected;
- d. Submit a written report to the State within 30 days after the annual test is complete that describes the following:
 - o Procedures used to conduct the test;
 - o Results of test;
 - o Incidents identified; and
 - o Corrective actions taken to resolve deficiencies.

- e. Incorporate results (lessons learned) from the annual test exercises as updates to the Business Continuity Plan.

Disaster Recovery

The system must have back-up and recovery mechanisms in the event of system failure, file corruption, or any unexpected event that makes it necessary to reprocess data. It must also have and support a Disaster Recovery Plan.

The Disaster Recovery Function must focus on the following areas of responsibility:

- a. Develop Disaster Recover Plan
- b. Test Disaster Recovery Plan

Develop Disaster Recovery Plan

The Contractor must finalize the Disaster Recovery Plan, within the timeframe established in the project plan. The Disaster Recovery Plan is subject to final approval by the State.

The Contractor must:

- a. Manage Disaster Recovery;
- b. Guide Disaster Recovery decisions;
- c. Document planning assumptions and decision tree for the Disaster Recovery Plan implementation and execution;
- d. Facilitate communication among stakeholders;
- e. Define key management review as to Disaster Recovery, control and resolution;
- f. Define the process for reporting system disruption/failure;
- g. Define transitions from failure to system re-start
- h. Define alternative processing sites;
- i. Provide a baseline for progress measurement and control;
- j. Define how the production system (to include application code, non-OS related production software, data, and network connectivity) will be recovered; and
- k. Supply a backup plan identifying how the application code and data is to be backed up and, if needed, recovered for normal business operations.

Minimum Requirements: The plan must include

- a. Names and instructions for reaching Contract personnel responsible for Disaster Recovery;
- b. Length of time files will be maintained;
- c. Offsite storage and recovery arrangements;
- d. Identify necessary support equipment to recover information systems and business processes;
- e. The Contractor must backup daily and archive data on a frequent basis without override of the previous day's data;
- f. The Contractor must provide data resolution processes that ensure full system functionality within the shortest possible timeframes, in the event of system failure;
- g. In the event of system failure, the Contractor must continue with normal operations and timeframes previously stated in the Disaster Recovery Plan section;
- h. The Contractor must guarantee file retrieval; and
- i. The Contractor must provide a timetable for regular performance of fire/tornado or other type disaster drills.

The activities that will trigger activation of the Plan include, but are not limited to, the following:

- a. The need to save lives and reduce chances of further injuries/deaths;
- b. The need to evacuate, provide shelter, or relocate;
- c. The need to protect assets;

- d. The need to restore critical business processes and systems; and
- e. The need to reduce interruption of business.

The Contractor must update the Disaster Recovery Plan, yearly or as requested.

All updates to the Disaster Recovery Plan must be completed and submitted to the State for approval within 30 days of implementing a change to the core processes.

Test Disaster Recovery Plan

The Contractor must conduct annual testing of the Plan and its procedures unless additional testing is required. The annual test exercise must follow the logical business flow and include all processes normally conducted during daily operations. The first annual test must be performed at a mutually agreeable time.

The Contractor must conduct, at a minimum, with ODE-approved frequency and participation, a test of the Disaster Recovery procedures. For Disaster Recovery, the Contractor must test the procedures for each level of severity. The results for Disaster Recovery test must be presented to ODE for approval. If the Contractor fails a test, the Contractor may be required to retest all or part of the procedures within a reasonable period of time.

Minimum Requirements: The Contractor must:

- a. Notify the State to participate and monitor the testing;
- b. Take action to correct all incidents discovered during the test within the testing period;
- c. Conduct a re-test to ensure all incidents have been corrected within the testing period;
- d. Submit a written report to the State within 30 days after the annual test is complete that describes the following:
 - o Procedures used to conduct the test;
 - o Results of test;
 - o Incidents identified; and
 - o Corrective actions taken to resolve deficiencies.
- e. Incorporate results (lessons learned) from the annual test exercises as updates to the Disaster Recovery Plan; and
- f. Participate in Disaster Recovery Testing activities at the request of the State.

Criminal Background Check of Personnel. Contractor agrees that (1) it will conduct a criminal background checks as provided in section 5104.013 of the Ohio Revised Code on Contractor personnel who will perform sensitive services (as defined below), and (2) no ineligible personnel will perform sensitive services under this Contract. "Ineligible Personnel" means any person who (a) has been convicted at any time of any criminal offense involving dishonesty, a breach of trust, or money laundering, or who has entered into a pre-trial diversion or similar program in connection with a prosecution for such offense, (b) is named by the Office of Foreign Asset Control (OFAC) as a Specially Designated National, or (c) has been convicted of a felony. "Sensitive Services" means those services that (i) require access to Customer/Consumer Information, (ii) relate to the State's computer networks, information systems, databases or secure facilities under circumstances that would permit modifications to such systems, or (iii) involve unsupervised access to secure facilities ("Sensitive Services"). Upon request, Contractor will provide written evidence that all of Contractor's personnel providing Sensitive Services have undergone a criminal background check and are eligible to provide Sensitive Services. In the event that Contractor does not comply with the terms of this section, the State may, in its sole and absolute discretion, terminate this Contract immediately without further liability.

Confidentiality.

A. Protection of State data. To protect State data as described in the Contract, in addition to its other duties regarding State data, Contractor must:

- 1. Maintain in confidence any personally identifiable information ("PI") it may obtain, maintain, process, or otherwise receive from or through the State in the course of the Contract;

2. Use and permit its employees, officers, agents, and independent contractors to use any PI received from the State solely for those purposes expressly contemplated by the Contract;
3. Not sell, rent, lease or disclose, or permit its employees, officers, agents, and independent contractors to sell, rent, lease, or disclose, any such PI to any third party, except as permitted under this Contract or required by applicable law, regulation, or court order;
4. Take all commercially reasonable steps to (a) protect the confidentiality of PI received from the State and (b) establish and maintain physical, technical and administrative safeguards to prevent unauthorized access by third parties to PI received by Contractor from the State;
5. Give access to PI of the State only to those individual employees, officers, agents, and independent contractors who reasonably require access to such information in connection with the performance of Contractor's obligations under this Contract;
6. Upon request by the State, promptly destroy or return to the State in a format designated by the State all PI received from the State;
7. Cooperate with any attempt by the State to monitor Contractor's compliance with the foregoing obligations as reasonably requested by the State from time to time. The State will be responsible for all costs incurred by Contractor for compliance with this provision;
8. Establish and maintain data security policies and procedures designed to ensure the following:
 - a) Security and confidentiality of PI;
 - b) Protection against anticipated threats or hazards to the security or integrity of PI; and
 - c) Protection against the unauthorized access or use of PI.

B. Disclosure to Third Parties. This Contract shall not be deemed to prohibit disclosures:

1. Required by applicable law, regulation, court order or subpoena; provided that, if the Contractor or any of its representatives are ordered or requested to disclose any information provided by the State, whether PI or otherwise, pursuant to court or administrative order, subpoena, summons, or other legal process, Contractor will promptly notify the State (unless prohibited from doing so by law, rule, regulation or court order) in order that the State may have the opportunity to seek a protective order or take other appropriate action. Contractor will also cooperate in the State's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be accorded the information provided by the State. If, in the absence of a protective order, Contractor is compelled as a matter of law to disclose the information provided by the State, Contractor may disclose to the party compelling disclosure only the part of such information as is required by law to be disclosed (in which case, prior to such disclosure, Contractor will advise and consult with the State and its counsel as to such disclosure and the nature of wording of such disclosure) and Contractor will use commercially reasonable efforts to obtain confidential treatment therefore;
2. To auditors or regulators;
3. To service providers and agents of either party as permitted by law, provided that such service providers and agents are subject to binding confidentiality obligations; or
4. To the professional advisors of either party, provided that such advisors are obligated to maintain the confidentiality of the information they receive.

C. Limited Use; Survival of Obligations. Contractor may use PI only as necessary for Contractor's performance under or pursuant to rights granted in this Contract and for no other purpose. Contractor's limited right to use PI expires upon expiration or termination of this Contract for any reason. Contractor's obligations of confidentiality and non-disclosure survive termination or expiration for any reason of this Contract.

D. Disposal of PI. Upon expiration of Contractor's limited right to use PI, Contractor must return all physical embodiments to the State or, with the State's permission; Contractor may destroy PI. Upon the State's request, Contractor shall provide written certification to the State that Contractor has returned, or destroyed, all such PI in Contractor's possession.

E. Remedies. If Contractor or any of its representatives or agents breaches the covenants set forth in these provisions, irreparable injury may result to the State or third parties entrusting PI to the State. Therefore, the State's remedies at law may be inadequate and the State shall be entitled to seek an injunction to restrain any continuing breach. Notwithstanding any limitation on Contractor's liability, the State shall further be entitled to any other rights or remedies that it may have in law or in equity.

F. Disclosure Notification. If Contractor determines that there is any actual or suspected theft of, accidental disclosure of, loss of, or inability to account for any PI by Contractor or any of its subcontractors (collectively "Disclosure") and/or any unauthorized intrusions into Contractor's or any of its subcontractor's facilities or secure systems (collectively "Intrusion"), Contractor must immediately:

1. Notify the State within 24 hours of the Contractor becoming aware of the unauthorized disclosure;
2. Fully cooperate with the State in estimating the effect of the Disclosure or Intrusion's effect on the State and fully cooperate to mitigate the consequences of the Disclosure or Intrusion;
3. Specify corrective action to be taken;
4. Investigate and determine if an Intrusion and/or Disclosure has occurred; and
5. Take corrective action to prevent further Disclosure and/or Intrusion.

Contractor must, as soon as is reasonably practicable, make a report to the State including details of the Disclosure and/or Intrusion and the corrective action Contractor has taken to prevent further Disclosure and/or Intrusion. Contractor must, in the case of a Disclosure cooperate fully with the State to notify the effected persons as to the fact of and the circumstances of the Disclosure of the PI. Additionally, Contractor must cooperate fully with all government regulatory agencies and/or law enforcement agencies having jurisdiction to investigate a Disclosure and/or any known or suspected criminal activity.

Handling the State's Data. The Contractor must use due diligence to ensure computer and telecommunications systems and services involved in storing, using, or transmitting State data are secure and to protect that data from unauthorized disclosure, modification, or destruction. State data includes all data and information created by, created for, or related to the activities of the State and any information from, to, or related to all persons that conduct business or personal activities with the State. To accomplish this, the Contractor must adhere to the following principles:

1. Apply appropriate risk management techniques to balance the need for security measures against the sensitivity of the State data.
2. Ensure that its internal security policies, plans, and procedures address the basic security elements of confidentiality, integrity, and availability.
3. Maintain plans and policies that include methods to protect against security and integrity threats and vulnerabilities, as well as and detect and respond to those threats and vulnerabilities.
4. Maintain appropriate identification and authentication process for information systems and services associated with State data.
5. Maintain appropriate access control and authorization policies, plans, and procedures to protect system assets and other information resources associated with State data.
6. Implement and manage security audit logging on information systems, including computers and network devices.

The Contractor must maintain a robust boundary security capacity that incorporates generally recognized system hardening techniques. This includes determining which ports and services are required to support access to systems that hold State data, limiting access to only these points, and disable all others. To do this, the Contractor must use assets and techniques such as properly configured firewalls, a demilitarized zone for handling public traffic, host-to-host management, Internet protocol specification for source and destination, strong authentication, encryption, packet filtering, activity logging, and implementation of system security fixes and patches as they become available. The Contractor must use two-factor authentication to limit access to systems that contain particularly sensitive State data, such as personally identifiable data.

Unless the State instructs the Contractor otherwise in writing, the Contractor must assume all State data and information is both confidential and critical for State operations, and the Contractor's security policies, plans, and procedure for the handling, storage, backup, access, and, if appropriate, destruction of that data must be commensurate to this level of sensitivity. As part of the Contractor's protection and control of access to and use of State data, the Contractor must employ appropriate intrusion and attack prevention and detection capabilities. Those capabilities must track unauthorized access and attempts to access the State's data, as well as attacks on the Contractor's infrastructure associated with the State's data. Further, the Contractor must monitor and appropriately address information from its system tools

used to prevent and detect unauthorized access to and attacks on the infrastructure associated with the State's data.

The Contractor must use appropriate measures to ensure that State data is secure before transferring control of any systems or media on which State data is stored. The method of securing the State data must be appropriate to the situation and may include erasure, destruction, or encryption of the State data before transfer of control. The transfer of any such system or media must be reasonably necessary for the performance of the Contractor's obligations under this Contract.

The Contractor must have a business continuity plan in place that the Contractor tests and updates at least annually. The plan must address procedures for response to emergencies and other business interruptions. Part of the plan must address backing up and storing data at a location sufficiently remote from the facilities at which the Contractor maintains the State's Data in case of loss of that data at the primary site. The plan also must address the rapid restoration, relocation, or replacement of resources associated with the State's data in the case of a disaster or other business interruption. The Contractor's business continuity plan must address short and long-term restoration, relocation, or replacement of resources that will ensure the smooth continuation of operations related to the State's data. Such resources may include, among others, communications, supplies, transportation, space, power and environmental controls, documentation, people, data, software, and hardware. The Contractor also must provide for reviewing, testing, and adjusting the plan on an annual basis.

The Contractor may not allow the State's data to be loaded onto portable computing devices or portable storage components or media unless necessary to perform its obligations under this Contract properly. Even then, the Contractor may permit such only if adequate security measures are in place to ensure the integrity and security of the State data. Those measures must include a policy on physical security for such devices to minimize the risks of theft and unauthorized access that includes a prohibition against viewing sensitive or confidential data in public or common areas. At a minimum, portable computing devices must have anti-virus software, personal firewalls, and system password protection. In addition, the State's data must be encrypted when stored on any portable computing or storage device or media or when transmitted from them across any data network. The Contractor also must maintain an accurate inventory of all such devices and the individuals to whom they are assigned.

Any encryption requirement identified in this provision means encryption that complies with National Institute of Standards Federal Information Processing Standard 140-2 as demonstrated by a valid FIPS certificate number. Any sensitive State data transmitted over a network, or taken off site via removable media must be encrypted pursuant to the State's data encryption standard ITS-SEC-01 Data Encryption and Cryptography.

The Contractor must have reporting requirements for lost or stolen portable computing devices authorized for use with State data and must report any loss or theft of such to the State in writing as quickly as reasonably possible. The Contractor also must maintain an incident response capability for all security breaches involving State data whether involving mobile devices or media or not. The Contractor must detail this capability in a written policy that defines procedures for how the Contractor will detect, evaluate, and respond to adverse events that may indicate a breach or attempt to attack or access State data or the infrastructure associated with State data.

In case of an actual security breach that may have compromised State data, the Contractor must notify the State in writing of the breach within two hours of the Contractor becoming aware of the breach and fully cooperate with the State to mitigate the consequences of such a breach. This includes any use or disclosure of the State data that is inconsistent with the terms of this Contract and of which the Contractor becomes aware, including but not limited to, any discovery of a use or disclosure that is not consistent with this Contract by an employee, agent, or subcontractor of the Contractor.

The Contractor must give the State full access to the details of the breach and assist the State in making any notifications to potentially affected people and organizations that the State deems are necessary or appropriate. The Contractor must document all such incidents, including its response to them, and make that documentation available to the State on request. In addition to any other liability under this Contract

related to the Contractor's improper disclosure of State data, and regardless of any limitation on liability of any kind in this Contract, the Contractor will be responsible for acquiring one year's identity theft protection service on behalf of any individual or entity whose personally identifiable information is compromised while it is in the Contractor's possession. Such identity theft protection must provide coverage for all three major credit reporting agencies and provide immediate notice through phone or email of attempts to access the individuals' credit history through those services."

ODE Responsibilities.

For all tasks ODE will:

- Review for approval Deliverables according to the provisions of the Contract;
- Resolve questions, issues, and disputes raised by the Contractor;
- Participate in JAD sessions;
- Provide overall guidance and direction for the Project;
- Manage effective participation of State staff; and
- Assign staff or county staff to perform agreed upon systems administration and roles
- Maintain interface files being sent to the solution and processing required to receive interface files from the solution

Performance Testing.

A performance test will be done.

Performance Criteria.

Final acceptance of the system will be based upon the successful completion of the installation and operation the Teacher and Principal Evaluation System. The Teacher and Principal Evaluation System must operate at full functionality within the performance requirements upon full implementation as described in this RFP.

The operation of the Teacher and Principal Evaluation System in conformity with the Contract requirements is necessary to the proper operation of State programs related to the Teacher and Principal Evaluation System.

The ODE Project Representative will issue written notification to the Contractor of each failure to meet a performance standard requirement listed below.

Contractual Requirements - The Teacher and Principal Evaluation System application must, at all times, comply with all system, business, and operational performance standard requirements and expectations specified in this RFP.

The Contractor must meet all performance standard requirements identified in the RFP during the life of this Contract. The Contractor must, at all times, design, develop, implement, and operate the Teacher and Principal Evaluation System and its activities in conformity with the policies and procedures of the State programs and federal requirements.

Operational Start Date - At a minimum, the Contractor must have all requirements of the Teacher and Principal Evaluation System fully operational no later than eighteen (18) months from the start work date.

Teacher and Principal Evaluation System Project Key Personnel - Personnel commitments contained in the Contractor's Proposal for the Teacher and Principal Evaluation System activities may not be changed without prior written approval of the ODE Project Representative (See Replacement Personnel section in Attachment 3). Staffing includes the staff proposed for all key

positions required in personnel profile summary at the levels of effort proposed in the RFP section "Time Commitment" and "Staffing Plan" or as specified in the Contract.

Documentation – The Contractor must provide the State with complete, accurate, and timely documentation of all specifications of the Teacher and Principal Evaluation System application. Such documentation must be in accordance with specifications defined by this RFP and approved by the ODE Project Manager.

The Contractor must document any changes made to the system according to specifications approved by the ODE Project Manager. Documentation of any such changes must be provided to the ODE Project Manager in a timely manner.

Online Access to the Teacher and Principal Evaluation System and Response Time – The Teacher and Principal Evaluation System application must provide the State and School District staff with online access to all the Teacher and Principal Evaluation System online screens and systems, including all Web-enabled capabilities, between the hours of 8:00 A.M. to 5:00 P.M. Eastern Time on State-business days. The Contractor must maintain the Teacher and Principal Evaluation System accessibility during other hours, subject to reasonable State notification.

The Teacher and Principal Evaluation System application must provide online access 99.5% of the specified business hours for each month. Response time must be less than or equal to 3 seconds for State or School District access to inquiry and update screens. Response time will be measured with monitoring tool agreed upon between the Contractor and the State.

Work Hours and Conditions. Core working hours for ODE staff are 8:00 a.m. to 5:00 p.m. with a one-hour lunch period. 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. During implementation, 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. Also, 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 ODE Project Manager, who will review (or delegate review of) the materials or documents within a 10-day period after receipt, as specified in the Project Plan.

If the State determines that a Deliverable is not in compliance, the ODE Project Manager will document the reason for non-compliance on the Deliverable Submittal Form and send the form to the Contractor Project Manager. At no expense to the State, the Contractor then must bring the Deliverable into conformance and re-submit it to the ODE Project Manager within ten business days. The State's 10-day review cycle will re-start upon re-submission of the deliverable.

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

the ODE Project Manager 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 based on a not to exceed fixed price. The Contractor will be paid for the implementation and maintenance according to the following Schedule.

Payment for Implementation

Payment Number	Payment Dependency	Payment Amount
1	Completion of Teacher and Principal Evaluation System Iteration #1	14% of the Total Implementation Fixed Cost
2	Completion of Teacher and Principal Evaluation System Iteration #2	14% of the Total Implementation Fixed Cost
3	Completion of Teacher and Principal Evaluation System Iteration #3	15% of the Total Implementation Fixed Cost
4	Completion of Teacher and Principal Evaluation System Iteration #4	14% of the Total Implementation Fixed Cost
5	Completion of Teacher and Principal Evaluation System Iteration #5	14% of the Total Implementation Fixed Cost
6	Completion of Teacher and Principal Evaluation System Iteration #6	14% of the Total Implementation Fixed Cost
7	Completion of Teacher and Principal Evaluation System Iteration #7 (FINAL)	15% of the Total Implementation Fixed Cost

Payment for Annual Maintenance

1	Annual Support and Hosting Services for Year 1 (Fiscal Year 2013)	Payable in 12 equal installments each month beginning in July 2012
2	Annual Support and Hosting Services for Year 2 (Fiscal Year 2014)	Payable in 12 equal installments each month beginning in July 2013
3	Annual Support and Hosting Services for Year 3 (Fiscal 2015)	Payable in 12 equal installments each month beginning in July 2014
4	Annual Support and Hosting Services for Year 4 (Fiscal 2016)	Payable in 12 equal installments each month beginning in July 2015
5	Annual Support and Hosting Services for Year 5 (Fiscal 2017)	Payable in 12 equal installments each month beginning in July 2016

Reimbursable Expenses. None.

Bill to Address. ODE Center for the Teaching Profession
Attn: CTP PROJECT MANAGER
25 South Front St., Floor 5
Columbus, Ohio 43215

Location of Data. All State data must be maintained within the Continental United States.

ATTACHMENT THREE: REQUIREMENTS FOR PROPOSALS

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

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

Each Proposal must contain the following:

- Vendor Information Form (OBM-5657)
- Subcontractor Letters
- Offeror Certification Form
- Offeror Description
- Offeror Profile Summary Forms
- Personnel Profile Summary Forms
- Proposed Solution for Teacher and Principal Evaluation System Requirements and Hosting Services
- Implementation Work Plans
- Implementation Services Project Schedule
- Staffing Plans
- Assumptions
- Support Requirements
- Proof of Insurance
- Payment Address
- Legal Notice Address
- W-9 Form
- Declaration Regarding Terrorist Organizations
- Standard Affirmation and Disclosure Form (EO 2010-09s)
- Cost Summary (must be separately sealed)

Contractor Information Form. The offeror must submit a signed and completed Contractor Information Form (OBM-5657) for itself and for each subcontractor the offeror plans to use under the Contract. The form is available at <http://obm.ohio.gov/MiscPages/Forms/default.aspx>.

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

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

Offeror Certifications. The offeror must complete Attachment 6, 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 Seven.) Each page of the form may contain minor variations. If an offeror elects to duplicate the form electronically, the offeror must carefully review each page of the form to ensure that it has been copied accurately. Failure to duplicate the form exactly may lead to the rejection of the offeror's Proposal.

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

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

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

- **Contact Information.** The offeror must provide a client contact name, title, phone number, email address, company name, and mailing address. The offeror also must include the same information for an alternate client contact, in case the State cannot reach the primary contact. Failure to provide this information or providing information that is inaccurate or out of date may result in the State not including the reference in the evaluation process or rejecting the offeror's Proposal. The contact information given must be for a person within the client's organization and not a co-worker or a contact within the offeror's organization, subsidiaries, partnerships, etc.
- **Work Name.** The offeror must provide the name or title for the work, such as a project name, from which it obtained the mandatory experience.

- Dates of Experience. The offeror must complete this area with a beginning month and year and an ending month and year to show the length of time the offeror performed the work, not just the length of time the offeror was engaged by the reference.
- Description of the Related Service Provided. The State will not assume that, since the experience requirement is provided at the top of the page, all descriptions on that page relate to that requirement. The offeror must reiterate the experience being described, including the capacity in which the work was performed and the role of the offeror on the Work. It is the offeror's responsibility to customize the description to clearly substantiate the qualification.
- Description of how the related service shows the offeror's experience, capability, and capacity to develop the Deliverables and do the Work.

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

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

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

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

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

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

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

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

- a) Candidate References. If the offeror provides less than three work experiences, the offeror must explain why. The State may reject the Proposal if less than three work experiences are given for a candidate.
- b) Education and Training. The offeror must use this section to list the education and training of the proposed candidate and demonstrate, in detail, the proposed candidate's ability to properly

perform under the Contract. The offeror must show how the candidate's education and training relates to the requirements of the RFP.

c) **Mandatory Experience and Qualifications.**

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

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

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

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

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

Proposed Solution for Teacher and Principal Evaluation System Requirements and Hosting Services

The offeror must describe in detail how its proposed solution meets the Requirements described in the 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 demonstrates that the offeror understands the Requirements of this RFP and how the offeror's proposed solution meets each requirement.

All the specifications included in this RFP are minimum requirements. The offeror may propose features, and other innovative or alternative solutions in excess of the minimum requirements described in the RFP, but must clearly identify them as such, provide the rationale behind the recommendations, and explain how they will benefit the State. Any proposed alternative solution must minimally meet the RFP requirements. The recommendations may or may not result in additional evaluation credit being given.

If the offeror proposes a COTS solution, the narrative must include what percentage of the Principal / Teacher Evaluation System Requirements are met by the software "out of the box." The offeror must

describe how gaps between the COTS software and the requirements will be identified and how the gaps will be filled to meet all of the system requirements.

This area of the offeror's proposal must include each of the following items that correspond to the Teacher and Principal Evaluation System Requirements and Hosting Services requirements. All sections and sub-sections must be addressed. Each section must include a detailed description to address each requirement identified in Attachment Two. The offeror must specifically address the process, methods and proposed approach to meet each requirement.

- Principal Evaluation System Requirements
- Teacher Evaluation System Requirements
- Customer Support Services
- Website (Hosting)
- Data Management Functions including all file protocols needed to meet the requirements.
- Reporting
- Communications
- Ongoing Training
- Security Management
 - This section must address each of the following sections:
 - Confidentiality of Data and Information
 - Site Security
 - System Security
- Document Management
 - This section must address the following section:
 - Document Repository
- Business Continuity
 - The offeror must provide a draft Business Continuity Plan that will be used to create a consistent, coherent management plan of action that will be used to guide the Business Continuity activities of the project. The Business Continuity Plan is subject to final approval by the State. The plan should include detail sufficient to give the State an understanding of the offeror's knowledge and approach.
- Disaster Recovery
 - The offeror must provide a draft Disaster Recovery Plan outlining its management plan of action to guide the Disaster Recovery activities of the project.

Implementation Work Plans. The State encourages responses that demonstrate a thorough understanding of the nature of the Deliverables and Work and what the Contractor must do to get the Deliverables and Work done properly.

To this end, the offeror must submit a work plan for each task described in Attachment Two that the offeror will use to create a consistent and coherent management plan for the Work. 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 responses that demonstrate a thorough understanding of the nature of the Project and what the Contractor must do to get the Project done properly.

The State seeks insightful responses that describe proven, state-of-the-art methods. Recommended solutions should demonstrate that the offeror will be prepared to quickly undertake and successfully complete the required tasks. The Work Plan must include detail sufficient to give the State an understanding of how the offeror's knowledge and approach will:

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

The offeror must make the Project Work Plan as complete and detailed as possible by including the following, at a minimum:

- Description of the Project management approach and proposed methodology;
- Scope statement that includes the Project objectives and the Project Deliverables and milestones;
- A description of the development deliverables for the Project. The offeror must provide an explanation of how they will complete the development deliverables described in this RFP. An annotated outline for each development deliverable must itemize all topics to be covered and included in the deliverable or plan. A brief paragraph description must be provided for each item in an outline in order to create an annotated outline as required by the State for the associated deliverable;
- Work breakdown structure as a baseline scope document that includes transition services elements for the Project. The work breakdown structures for the project must show the elements at a level of detail that demonstrates the offeror's understanding of the effort required to do the work. The work breakdown structures also must have increasingly descending levels of detailed definition added as the Project transition services continue;
- Assumptions used in developing solutions;
- Who is assigned responsibility for each Deliverable within the work breakdown structure to the level at which control will be exercised;
- Description of the offeror's proposed organization(s) and management structure responsible for fulfilling the Contract's requirements;
- Definition of the review processes for each milestone and Deliverable (e.g. mandatory design review) and a description of how the parties will conduct communication and status review;
- Description of the Project issue resolution process;
- If the offeror chooses to use subcontractors, this part of the offeror's Proposal must describe its approach to managing its subcontractors effectively; and
- Identification of State support required for all tasks.

Additionally, the Transition Services Project Work Plan must specifically address every item in Tasks 1-8.

Implementation Services Project Schedule. The offeror is responsible for proposing a project schedule to successfully implement the Teacher and Principal Evaluation system within 18 months from receipt of a purchase order to acceptance of the Implementation Services. If the offeror proposes a different schedule, explanation must be provided to describe the rationale and clarify why more or less time is anticipated. The actual start date will be determined upon Contract Award and receipt of a Purchase Order. The schedule must clearly indicate milestones and the duration for each project task and subtask, define work steps identified in the narrative and provide dates when all the deliverables will be completed. The project schedule will require revisions and updates as part of the project planning task after contract award and throughout the Implementation lifecycle.

The offeror must provide a Detailed Project schedule for all Project Deliverables and milestones as a Microsoft® Project Gantt chart, showing all major Project tasks on a week-by-week (or SPRINT Backlog) schedule to serve as the basis for managing the Project. The schedule must clearly demonstrate how the Project will become fully operational by the delivery date. The offeror must give dates for when all Deliverables and milestones will be completed and start and finish dates for tasks. The offeror also must identify and describe all risk factors associated with the forecasted milestone schedule.

When preparing the proposed project schedule, offerors must allow a minimum of ten (10) business days for review by the State staff for all deliverables.

The offeror's proposal must also contain the Project schedule in Microsoft® Project format provided in both hardcopy and electronic forms.

Staffing Plan

Implementation Services Staffing Plan. The offeror must provide an Implementation Services Staffing Plan that identifies all the personnel by position that the offeror is proposing to complete the Implementation Services. The Implementation Services Staffing Plan must show each individual's responsibilities on the Project. The Implementation Services Staffing Plan must match the proposed Project Key Team Members and qualifications to the activities and tasks that will be completed in this portion of the Project.

The offeror must submit a team organization chart that clearly defines reporting relationships within the project team delivering Implementation Services. The offeror must provide descriptive narrative indicating the role and responsibility of each resource or entity identified on the organization chart.

In addition, the offeror must provide a narrative that identifies and discusses staff redundancy, staff replacement, backup personnel and ability to perform their assigned task. A contingency plan that demonstrates the offeror's ability to add more staff if needed to ensure meeting the Project's due date(s) should be provided.

The Implementation Services Staffing Plan must also indicate the number of hours for each proposed Key Team Member and the number of resources not specifically named within the proposal and their number of hours to be worked on the Project. Key Team Members should be identified by name and title/classification. Resources not specifically named within the proposal should be identified by title/classification.

The offeror must submit a statement and a chart that clearly indicates the time commitment of the offeror's proposed Key Team Members for this Project during the Implementation Services. The offeror also must include a statement indicating to what extent, if any, the Key Team Members may work on other projects during the Implementation Services. The State may reject any Proposal that commits the proposed Key Team Members to other projects during the Implementation Services, if the State believes that any such commitment may be detrimental to the offeror's performance.

The offeror must indicate the maximum number of staff onsite at a State location during the Implementation Services to allow the State to plan for the appropriate workspace.

Operations Staffing Plan. The offeror must provide a staffing plan that identifies all personnel by position required to operate the Teacher and Principal Evaluation system **after** implementation. The Staffing Plan must show each individual's responsibilities on the Project. The State also requires a Staffing Plan that matches the proposed Project Key Team Members and qualifications to the Teacher and Principal Evaluation operation activities.

The offeror must submit an organization chart that clearly defines reporting relationships within the project team operating the Teacher and Principal Evaluation system. The offeror must provide descriptive narrative indicating the role and responsibility of each resource or entity identified on the organization chart.

Additionally, the plan must have the following information:

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

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

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

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

ODE will provide a knowledgeable project team whose composition includes both business and technical staff. The key persons for the State's project team will consist of the Project Sponsor, ODE Project Manager, subject matter experts (SMEs) from the business area, Information Technology Office, and others.

The ODE Project Manager will be committed to coordinating and providing access to all necessary State resources for the duration of the Project. The SME's and team members will be available to the project on an as-need basis for the duration of the Project and required by the work plan.

The State may not be able or willing to provide any 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.

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

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

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

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

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

Standard Affirmation and Disclosure Form (EO 2010-09s). The offeror must complete and sign the Affirmation and Disclosure Form (Attachment Ten) as part of its Proposal.

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

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

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

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

ATTACHMENT FOUR: GENERAL TERMS AND CONDITIONS

PART ONE: PERFORMANCE AND PAYMENT

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

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

Term. Unless this Contract is terminated or expires without renewal, it will remain in effect until the Work is completed to the satisfaction of the State and the Contractor is paid. But the current General Assembly cannot commit a future General Assembly to an expenditure. Therefore, this Contract will automatically expire at the end of each biennium, the first of which is June 30, 2013. The State may renew this Contract in the next biennium by issuing written notice to the Contractor of the decision to do so. This expiration and renewal procedure also will apply to the end of any subsequent biennium during which the Work continues, subject to the State's approval. Termination or expiration of this Contract will not limit the Contractor's continuing obligations with respect to Deliverables that the State pays for before or after termination or limit the State's rights in such.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART TWO: WORK AND CONTRACT ADMINISTRATION

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

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

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

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

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

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

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

All subcontractors must be located within the continental United States.

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

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

Onsite Operational and Financial Examinations. To assist the State in its activities related to oversight of the Contractor in the performance of the Contract, subsequent to the effective date of this Contract, the State, or its agent, may conduct onsite operational examinations of Contractor.

- (i) The onsite examinations may include, without limitation, verification that business is conducted as represented by Contractor at all sites where it performs Teacher and Principal Evaluation System services or disaster recovery for the State; Contractor's facilities are adequate to support claims of staffing, services performed and inventory housed; and the facilities provide adequate security for staff, functions performed and services rendered. This

examination may include verification that Contractor has adequate information security compliance policies and procedures.

Consent to Examinations.

- (i) By execution of this Contract, Contractor consents to the examinations described in these provisions and consents to such examinations being conducted by the State or its agent.
- (ii) The State may conduct such examinations from time to time during the term of this Contract and the consent to the examinations provided by Contractor shall be a continuing consent to conduct the examinations periodically in the State's discretion during the Term of this Contract.

Right to Terminate.

- (i) In the event the State determines, in its sole discretion, that the results of any examination of Contractor is unsatisfactory per the requirements of the Contract and not remedied within a 30 day period following notice from the State, the State may terminate this Contract, in part or in full.
- (ii) If the Contractor fails to satisfy the requirements of the State with regard to security of information, or if an examination reveals information that would result in a continuing contractual relationship that causes the State to be in violation of any law, the State may terminate this Contract immediately without notice.
- (iii) If Contractor fails to satisfy the requirements of the State with regard to matters not related to those discussed in paragraph (c) (i) or (ii), the State will provide Contractor with notice and an opportunity to cure the failure within thirty (30) days. If the failure is not cured by Contractor within such thirty (30) day period, the State may terminate this Contract without further notice.

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

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

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

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

- (c) Commercial Automobile Liability insurance with a combined single limit of \$500,000.
- (d) Professional Liability insurance covering all staff with a minimum limit of \$1,000,000 per incident and \$3,000,000 aggregate. If the Contractor's policy is written on a "claims made" basis, the Contractor must provide the State with proof of continuous coverage at the time the policy is

renewed. If for any reason the policy expires, or coverage is terminated, the Contractor must purchase and maintain "tail" coverage through the applicable statute of limitations.

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

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

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

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

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

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

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

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

or otherwise be entitled to damages under this provision, it may offset these damages from any Fees due under this Contract.

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

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

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

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

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

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

Notwithstanding anything in the Contract to the contrary, any time the State has the right to terminate the Contract, the State may elect to terminate the Contract only in part by notifying the Contractor of such decision. By electing to terminate only part of the Contract, the State does not give up its rights to later terminate other portions or the entire Contract. In the event the State terminates all or part of the Teacher and Principal Evaluation System services provided by the Contractor, the Contractor shall continue to be obligated to perform the services, both those that are to remain and those that are being terminated, in accordance with the requirements of the Contract, including without limitation, the service level

requirements as long as the services continue to be provided. In addition, regardless of whether the termination is for all Teacher and Principal Evaluation System services or only part of the Teacher and Principal Evaluation System services, Contractor must provide the transition services as set forth in this RFP as necessary to enable the State to convert the Teacher and Principal Evaluation System services being terminated to another provider, including the State.

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

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

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

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

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

Any notice of suspension, whether with or without cause, will be effective immediately on the Contractor's receipt of the notice. The Contractor will prepare a report concerning the Work just as is required by this Section in the case of termination. After suspension of the Work, the Contractor may not perform any

Work without the consent of the State and may resume the Work only on written notice from the State to do so. In any case of suspension, the State retains its right to terminate this Contract rather than to continue the suspension or resume the Work. If the suspension is for the convenience of the State, then termination of the Contract will be a termination for convenience. If the suspension is with cause, the termination will also be for cause.

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

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

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

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

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

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

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

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

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

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

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

Where an equitable adjustment to the Contractor’s Fee is appropriate, the State and the Contractor may agree upon such an adjustment. If the State and the Contractor are unable to agree, either party may submit the dispute to the senior management of the Contractor and the senior management of the State’s 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 25% to cover benefits and taxes. The equitable adjustment for the Change Order then will be set based on this amount, plus 15% to cover overhead and profit. This amount will be the not-to-exceed amount of the Change Order. If the change involves removing a requirement from the Work or replacing one part of the Work with the change, the State will get a credit for the work no longer required under the original scope of the Work. The credit will be calculated in the same manner as the Contractor’s Fee for the change, and the not-to-exceed amount will be reduced by this credit.

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

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

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

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

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

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

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

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

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

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

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

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

Confidentiality Agreements: When the Contractor performs services under this Contract that require the Contractor's and its subcontractors' personnel to access facilities, data, or systems that the State in its sole discretion deems sensitive, the State may require the Contractor's and its subcontractors' personnel with such access to sign an individual confidentiality agreement and policy acknowledgements, and have a background check performed before accessing those facilities, data, or systems. Each State agency, board, and commission may require a different confidentiality agreement or acknowledgement, and the Contractor's and its subcontractors' personnel may be required to sign a different confidentiality agreement or acknowledgement for each agency. The Contractor must immediately replace any of its or its subcontractors' personnel who refuse to sign a required confidentiality agreement or acknowledgment or have a background check performed.

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

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

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

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

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

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

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

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

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

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

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

PART FOUR: REPRESENTATIONS, WARRANTIES, AND LIABILITIES

General Warranties. The Contractor warrants that the recommendations, guidance, and performance of the Contractor under this Contract will: (1) be in accordance with sound professional standards and the requirements of this Contract and without any material defects; and (2) unless otherwise provided in the RFP Documents, be the work solely of the Contractor. The Contractor also warrants that: (1) no

Deliverable will infringe on the intellectual property rights of any third party; and (2) the Contractor's work and the Deliverables resulting from that work will be merchantable and fit for the particular purposes described in the RFP Documents.

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

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

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

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

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

PART FIVE: ACCEPTANCE AND MAINTENANCE

Acceptance. There will be no formal acceptance procedure unless the RFP Documents expressly provide otherwise. If the RFP Documents do not provide otherwise, the acceptance procedure will be an informal review by the Work Representative to ensure that each Deliverable and the Work as a whole comply with the requirements of this Contract. The Work Representative will have up to 30 calendar days

to do this. No formal letter of acceptance will be issued, and passage of the 30 calendar days will imply acceptance, though the State will issue a notice of noncompliance if a Deliverable or the Work as a whole does not meet the requirements of this Contract. If the Work Representative issues a letter of noncompliance, then the Contractor will have 30 calendar days to correct the problems listed in the noncompliance letter. If the Contractor fails to do so, the Contractor will be in default without a cure period. If the Work Representative has issued a noncompliance letter, the Deliverables or the Work as a whole will not be accepted until the Work Representative issues a letter of acceptance indicating that each problem noted in the noncompliance letter has been cured. If the problems have been fixed during the 30 day period, the Work Representative will issue the acceptance letter within 15 calendar days.

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

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

PART SIX: CONSTRUCTION

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

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

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

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

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

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

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

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

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

PART SEVEN: LAW AND COURTS

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

Drug-Free Workplace. The Contractor must comply with all applicable state and federal laws regarding keeping a drug-free workplace. The Contractor must make a good faith effort to ensure that all of 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.

Executive Order Requirements. The Contractor affirms to have read and understands Executive Order 2010-09S issued by Ohio Governor Ted Strickland and shall abide by those requirements in the performance of this Contract, and shall perform no services required under this Contract outside of the United States. The Executive Order is provided as an attachment.

The Contractor also affirms, understands, and agrees to immediately notify the State of any change or shift in the location(s) of services performed by the Contractor or its subcontractors under this Contract, and no services shall be changed or shifted to a location(s) that are outside of the United States.

Termination, Sanctions, Damages. If Contractor or any of its subcontractors perform services under this Contract outside of the United States, the performance of such services shall be treated as a material breach of the Contract. The State is not obligated to pay and shall not pay for such services. If Contractor or any of its subcontractors perform any such services, Contractor shall immediately return to the State all funds paid for those services. The State may also recover from the Contractor all costs associated with any corrective action the State may undertake, including but not limited to an audit or a risk analysis, as a result of the Contractor performing services outside the United States.

The State may, at any time after the breach, terminate the Contract, upon written notice to the Contractor. The State may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Contract and costs associated with the acquisition of substitute services from a third party.

If the State determines that actual and direct damages are uncertain or difficult to ascertain, the State in its sole discretion may recover a payment of liquidated damages in the amount of 10% of the value of the Contract.

The State, in its sole discretion, may provide written notice to Contractor of a breach and permit the Contractor to cure the breach. Such cure period shall be no longer than 21 calendar days. During the cure period, the State may buy substitute services from a third party and recover from the Contractor any costs associated with acquiring those substitute services.

Notwithstanding the State permitting a period of time to cure the breach or the Contractor's cure of the breach, the State does not waive any of its rights and remedies provided the State in this Contract, including but not limited to recovery of funds paid for services the Contractor performed outside of the United States, costs associated with corrective action, or liquidated damages.

Assignment / Delegation. The Contractor will not assign any of its rights, nor delegate any of its duties and responsibilities under this Contract, without prior written consent of the State. Any assignment or delegation not consented to may be deemed void by the State.

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

in light of the personal interest disclosed, that person's participation in any such action would not be contrary to the public interest.

Ohio Ethics 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. The Contractor also certifies that all applicable parties listed in Division (I) or (J) of Ohio Revised Code Section 3517.13 are in full compliance with Divisions (I) and (J) 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 of Material Assistance (“DMA”). The Contractor represents and warrants that it has not provided any material assistance, as that term is defined in ORC Section 2909.33(C), to an organization that is identified by, and included on, the United States Department of State Terrorist Exclusion List and that it has truthfully answered “no” to every question on the DMA form. The Contractor further represents and warrants that it has provided or shall provide the DMA form through the Ohio Business Gateway at <http://business.ohio.gov/efiling/> prior to execution of this Contract. If these representations and warranties are found to be false, this Contract shall be void and the Contractor shall immediately repay to the State any funds paid under this Contract.

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

Equal Employment Opportunity, 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 Department of Administrative Services 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 Ohio Business Gateway at: <http://business.ohio.gov/efiling/>

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

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

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

**ATTACHMENT FIVE
SAMPLE CONTRACT**

**A CONTRACT BETWEEN
THE DEPARTMENT OF ADMINISTRATIVE SERVICES
ON BEHALF OF THE**

AND

(CONTRACTOR)

THIS CONTRACT, which results from RFP «CONTRACT_ID», entitled _____, is between the State of Ohio, through the Department of Administrative Services, on behalf of _____, and _____ (the "Contractor").

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

1. This document;
2. The RFP, as amended;
3. The documents and materials incorporated by reference in the RFP;
4. The Executive Order, EO 2010-09S incorporated by reference in the RFP;
5. The Contractor's Proposal, as amended, clarified, and accepted by the State; and
6. 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: «DAS_DIRECTOR»

Title: _____

Title: «DAS_DIRECTOR_TITLE»

Date: _____

Date: _____

ATTACHMENT SIX

OFFEROR CERTIFICATION FORM

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

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

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

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

Potential Conflicts (by person or entity affected)

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

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

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

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

- [8. The offeror certifies that that any EDGE program participants will provide necessary data to ensure program reporting and compliance.]

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

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

Signature

Name

Title

Company Name

Company D-U-N-S Number

**ATTACHMENT SEVEN
OFFEROR PROFILE SUMMARY**

**OFFEROR REQUIREMENTS
CONTINUED**

REQUIREMENT: Experience implementing and providing services that transition manual business processes to an automated process in a hosted environment.

Company Name:	Contact Name: (Indicate Primary or Alternate)	
	Contact Title:	
Company Address:	Contact Phone Number:	
	Contact Email Address:	
Work Name:	Beginning Date of Experience: Month/Year	Ending Date of Experience: Month/Year
List Related Service Provided:		
<p>Describe how the related service shows the offeror’s experience, capability, and capacity to develop the Deliverables or to achieve the Work:</p>		

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

CANDIDATE EDUCATION AND TRAINING

Candidate's Name:

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

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

**ATTACHMENT EIGHT
PERSONNEL PROFILE SUMMARY
PROJECT MANAGER REQUIREMENTS**

Candidate's Name:

Requirement: Experience following a standard PM methodology and using various project management tools (e.g., MS Project Suite, Project Workbench) for developing project plans, defining tasks and tracking timelines and resources on a minimum of two projects of similar size and complexity for a Teacher and Principal Evaluation System .

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

**ATTACHMENT EIGHT
PERSONNEL PROFILE SUMMARY**

PROJECT MANAGER DESIRABLE REQUIREMENTS

1

Candidate's Name:

Requirement: Management of two or more projects of similar size and complexity for a Teacher and Principal Evaluation System.

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

**ATTACHMENT EIGHT
PERSONNEL PROFILE SUMMARY**

SYSTEM ARCHITECT MANDATORY REQUIREMENTS

Candidate's Name:

Requirement: A minimum of 36 months full-time experience as an information technology system architect for projects involving an enterprise-wide architecture, networking, multiple systems integration, hardware, and software.

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

**ATTACHMENT EIGHT
PERSONNEL PROFILE SUMMARY
SYSTEM ARCHITECT REQUIREMENTS**

Candidate's Name:

Requirement: Experience performing systems development activities as a technical lead over analysis, design, development, and testing on a minimum of two projects of similar size and complexity for the Teacher and Principal Evaluation System.

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

**ATTACHMENT EIGHT
PERSONNEL PROFILE SUMMARY
SYSTEM ARCHITECT REQUIREMENTS**

Candidate's Name:

Requirement: Experience implementing a similar solution on a minimum of two projects.

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

**ATTACHMENT EIGHT
PERSONNEL PROFILE SUMMARY**

SYSTEM ARCHITECT MANDATORY REQUIREMENTS

Candidate's Name:

Requirement: Experience using various project management tools for planning and tracking purposes on a minimum of two projects.

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

**ATTACHMENT EIGHT
PERSONNEL PROFILE SUMMARY
TRAINING LEAD REQUIREMENTS**

Candidate's Name:

Requirement: Experience in developing and implementing a training plan on a minimum of one project of similar complexity and size.

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

**ATTACHMENT EIGHT
PERSONNEL PROFILE SUMMARY
TRAINING LEAD REQUIREMENTS**

Candidate's Name:

Requirement: Experience in preparing and delivering formal classroom training in the past 12 months on a project similar in size and complexity.

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

**ATTACHMENT EIGHT
PERSONNEL PROFILE SUMMARY
TRAINING LEAD REQUIREMENTS**

Candidate's Name:

Requirement: Experience in developing on-line curricula and/or user manual on a project of similar size and complexity.

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

**ATTACHMENT EIGHT
PERSONNEL PROFILE SUMMARY
TRAINING LEAD REQUIREMENTS**

Candidate's Name:

Requirement: Experience using various project management tools for planning and tracking projects on a minimum of two projects of similar size and complexity.

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

ATTACHMENT NINE

**STANDARD AFFIRMATION AND DISCLOSURE FORM
EXECUTIVE ORDER 2010-09S**

Banning the Expenditure of Public Funds on Offshore Services

All of the following provisions must be included in all request for proposal. This information must be submitted as part of the response.

CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE:

By the signature affixed to this response, the Offeror affirms, understands and will abide by the requirements of Executive Order 2010-09S issued by Ohio Governor Ted Strickland. If awarded a contract, the Offeror becomes the Contractor and affirms that both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States. The Executive Order is attached and is available at the following website: (<http://www.governor.ohio.gov/Default.aspx?tabid=1495>).

The Offeror shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information as part of the response will deem the Offeror not responsive and no further consideration will be given to the response. If the Offeror will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Offeror:

(Address)

(City, State, Zip)

Name/Principal location of business of subcontractor(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

2. Location where services will be performed by Offeror:

(Address)

(City, State, Zip)

Name/Location where services will be performed by subcontractor(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

3. Location where state data will be stored, accessed, tested, maintained or backed-up, by Offeror:

(Address)

(Address, City, State, Zip)

Name/Location(s) where state data will be stored, accessed, tested, maintained or backed-up by subcontractor(s):

(Name)

(Address, City, State, Zip)

4. Location where services to be performed will be changed or shifted by Offeror:

(Address)

(Address, City, State, Zip)

Name/Location(s) where services will be changed or shifted to be performed by subcontractor(s):

(Name)

(Address, City, State, Zip)

OFFEROR

Offeror Name

By: _____
Offeror Representative authorized to sign

Date: _____



TED STRICKLAND
GOVERNOR
STATE OF OHIO

Executive Order 2010-09S

Banning the Expenditure of Public Funds for Offshore Services

1. **Ohio's Economic Vitality Necessitates Constant Vigilance in State Job Creation Efforts.** State officials and employees must at all times remain passionately focused on initiatives that will create and retain jobs in the United States in general and in Ohio, in particular, and must do so especially during Ohio's continuing efforts to recover from the recent global recession.
2. **No Public Funds Should be Spent on Services Provided Offshore.** Allowing public funds to pay for offshore services undermines economic development objectives and any such offshore services carry unacceptable quality and security risks.
 - a. **The Purchase of Offshore Services with Public Funds Undermines Economic Development and Other Job Creation and Retention Objectives.** The expenditure of public funds for services provided offshore deprives Ohioans and other Americans critical employment opportunities. It also undermines efforts to attract businesses to Ohio and retain them in Ohio, initiatives in which the State has invested heavily.
 - b. **The Purchase of Offshore Services Has Unacceptable Business Consequences.** The use of offshore service providers could pose unacceptable data security, and thus privacy and identity theft risks. There are pervasive service delivery problems with offshore providers, including dissatisfaction with the quality of their services and with the fact that services are being provided offshore. It is difficult and expensive to detect illegal activity and contract violations and to pursue legal recourse for poor performance or data security

violations. The State's use of offshore service providers ill-serves the people of Ohio who are the primary consumers of the services provided by the State.

3. **Ohio's Policy Has Been – and Must Continue To Be – That Public Funds Should Not Be Spent on Services Provided Offshore.** Throughout my Administration, procurement procedures have been in place that restrict the purchase of offshore services. Despite these requirements, federal stimulus funds were recently used to purchase services from a domestic company which ultimately provided some of those services offshore. This incident was unacceptable and has caused me, through this Order, to redouble my commitment to ensure that public funds are not expended for offshore services.
4. **Additional Steps Will Ensure that Public Funds Are Not Spent on Services Provided Offshore.** In order to ensure that the State of Ohio makes no expenditures for services provided offshore, I hereby order the following:
 - a. No Cabinet Agency, Board or Commission (Executive Agency) shall enter into any contract which uses any funds within its control to purchase services which will be provided outside the United States. This Order applies to all funds in the custody of an Executive Agency, be they from state, federal, philanthropic or private sources. It applies to all purchases of service made directly by an Executive Agency and services provided by sub-contractors of those providing services purchased by an Executive Agency.
 - b. This Executive Order will be personally provided, by the Director, Chair or other chief executive official of each Executive Agency, to the Chief Procurement Officer or other individual at that entity responsible for contracts for services.
 - c. The Department of Administrative Services, through Ohio's Chief Procurement Officer (OCPO), shall have in place, by August 31, 2010, procedures to ensure all of the following:
 - i. All agency procurement officers, or the person with equivalent duties at each Executive Agency (APOs), have standard language in all Executive Agency contracts which:
 - (a) Reflect this Order's prohibition on the purchase of offshore services.
 - (b) Require service providers or prospective service providers to:

- (i) Affirm that they understand and will abide by the requirements of this Order.
 - (ii) Disclose the location(s) where all services will be performed by any contractor or subcontractor.
 - (iii) Disclose the locations(s) where any state data associated with any of the services they are providing, or seek to provide, will be accessed, tested, maintained, backed-up or stored.
 - (iv) Disclose any shift in the location of any services being provided by the contractor or any subcontractor.
 - (v) Disclose the principal location of business for the contractor and all subcontractors who are supplying services to the state under the proposed contract.
- ii. All APOs are ensuring that all quotations, statements of work, and other such proposals for services affirm this Order's prohibition on the purchase of offshore services and include all of this Order's disclosure requirements.
 - (a) Any such proposal for services lacking the affirmation and disclosure requirements of this Order will not be considered.
 - (b) Any such proposal where the performance of services is proposed to be provided at a location outside the United States by the contractor or any sub-contractor, will not be considered.
 - iii. All procurement manuals, directives, policies, and procedures reflect the requirements of this Order.
 - iv. All APOs have adequate training which addresses the terms of this Order.
5. **Exceptions.** Nothing in this Order is intended to contradict any state or federal law. In addition, this Order does not apply to:
- a. Services necessary to support the efforts of the Department of Development Global Markets Division to attract jobs and business to the State of Ohio, including incidental services for the support of trade missions, payment of international staff, and services necessary for the operation of international offices.
 - b. Academic, instructional, educational, research or other services necessary to support the international missions of Ohio's public colleges and universities.

6. I signed this Executive Order on August 6, 2010 in Columbus, Ohio and it will not expire unless rescinded.



Ted Strickland

Ted Strickland, Governor

ATTEST:

Jennifer Brunner, Secretary of State

ATTACHMENT TEN

COST SUMMARY

The Work	Cost
Task 1 – Project Management	\$
Task 2 – Systems Analysis and Design	\$
Task 3 – Development, Configuration and Documentation	\$
Task 4 – System and User Acceptance Testing	\$
Task 5 – Training	\$
Task 6 – Implementation	\$
Task 7 – System Operations	\$
Task 8 – End of Contract Transition	\$
Total Not to Exceed Fixed Implementation Price	\$

Yearly System Maintenance Cost	
Annual Maintenance for Year 1 (Fiscal Year 2013)	\$
Annual Maintenance for Year 2 (Fiscal Year 2014)	\$
Annual Maintenance for Year 3 (Fiscal Year 2015)	\$
Annual Maintenance for Year 4 (Fiscal Year 2016)	\$
Annual Maintenance for Year 5 (Fiscal Year 2017)	\$
Total Not to Exceed fixed Price for Maintenance	\$

Total Not to Exceed Fixed Price	
Total Not to Exceed Fixed Implementation Price	\$
Total Not to Exceed fixed Price for Maintenance	\$
Total Not to Exceed Fixed Contract Price	\$

ATTACHMENT XXX

COST SUMMARY

Rate Card	1	2	3
	Hourly Rate <3 month or Amendment spend <\$500k	>3 Month or Amendment spend >\$500K - <\$1M	>6 Months or Amendment spend >\$1M
Sr. Programmer Analyst	\$	\$	\$
Programmer Analyst	\$	\$	\$
System Analyst	\$	\$	\$
Business Analyst	\$	\$	\$
Developer	\$	\$	\$
Rate Card Sub-Totals:	\$	\$	\$
Rate Card Evaluation Total (total of Columns 1, 2, & 3):			\$

* Offerors are responsible for all calculations.