REQUEST FOR PROPOSALS

RFP NUMBER: 0A1118
DATE ISSUED: July 16, 2013

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

Professional Technical Services

INQUIRY PERIOD BEGINS:	**July 16, 2013**
INQUIRY PERIOD ENDS:	**July 29, 2013**
OPENING DATE:	**August 5, 2013**
OPENING TIME:	**1:00 P.M.**
OPENING LOCATION:	**Department of Administrative Services** **I.T. Procurement Services** **Bid Room** **4200 Surface Road** **Columbus, Ohio 43228**

This RFP consists of five parts and 12 attachments, totaling 61 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 Medicaid (ODM) has asked the Department of Administrative Services to solicit competitive sealed proposals ("Proposals") to pre-qualify offerors to provide professional technical services ("the Work"), through task orders (each a "Task Order"), for expert assistance and consultation, operational assistance, and liaison support activities for multiple healthcare business projects and work activities that ODM is currently undertaking or will undertake throughout this and the upcoming biennium. This RFP is a multiple award RFP; contracts will be awarded to the top scoring offerors.

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, 2014 whichever is sooner. The State may renew this Contract for up to one additional two-year term, 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 ODM.

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. Medicaid is the nation's major public health insurance program providing health care and long-term care services to more than 56 million people, who include children and many of the sickest and poorest citizens of our nation. The federal and state governments jointly finance Medicaid, while states administer the program within broad federal guidelines.

In Ohio, ODM is the single state agency responsible for the implementation and administration of its Medicaid Program authorized under Title XIX of the Social Security Act, and for administering Title XXI of the Social Security Act, the State Children's Health Insurance Program (SCHIP), implemented in Ohio as a Medicaid expansion program.

Medicaid is an important source of health care financing for other state agencies and their service delivery systems. Consequently, portions of Medicaid are administered by six other sister state agencies while ODM maintains the functions of oversight and financing. These agencies are: the Ohio Department of Aging (ODA), the Ohio Department of Education (ODE), the Ohio Department of Health (ODH), the Ohio Department of Developmental Disabilities (ODODD), the Ohio Department of Mental Health (ODMH) and the Ohio Department of Alcohol and Drug Addiction Services (ODADAS), which was recently merged with ODMH.

Medicaid is the largest health payer in Ohio, spending $19.6 billion in 2013 to provide health coverage for more than 2.3 million Ohioans through a network of 75,000 health care providers. Ohio Medicaid can be characterized as having two major delivery systems: the traditional fee-for-service (FFS) system and services delivered via contracts with Managed Care Plans (MCPs).

A. <u>Fee-For-Service</u>

The FFS system is a traditional indemnity health care delivery system in which payment is made to a health care provider after a service is rendered and billed. Providers must meet specifically identified conditions/requirements to participate, such as being licensed or certified, which is required in order to enter into a provider agreement to serve Medicaid enrollees. Medicaid individuals in the FFS delivery

system are generally free to seek care from any eligible Medicaid servicing provider, but the providers are not required to accept anyone who presents a Medicaid card.

There are several utilization review mechanisms in place in the FFS system. These include: prior authorization review, pre-admission review, as well as retrospective reviews for certain hospital services, retrospective surveillance utilization review, and a comprehensive drug benefit management system with a preferred drug list and prior authorization for non-preferred drugs.

B. Full-Risk Managed Care

The Ohio Medicaid managed care program operates under the authority of a State Plan Amendment approved by the Centers for Medicare and Medicaid Services (CMS) in July 2005. In all 88 Ohio counties, Covered Families and Children (CFC) must receive their health care services through a full-risk managed care delivery system. "Full-risk" managed care requires participating managed care plans to accept the financial responsibility for all needed health care services for their enrollees in exchange for monthly per-person "capitation" payments from ODM.

ODM contracts with Managed Care Plans (MCPs) that are licensed by the Ohio Department of Insurance (ODI) and which meet all ODM requirements for contracting. MCPs serving the CFC population are paid prospectively on a per-member per-month, capitated basis. The Aged, Blind, or Disabled (ABD) MCPs receive risk-adjusted reimbursement for each enrolled member. The MCPs assume the risk for all medical benefits and must provide a number of additional services, such as providing or arranging transportation to medically necessary health services for their members; providing member services and 24-hour nurse advice lines for targeted care management and care coordination.

Like many states, Ohio continues to struggle with balancing growing demands for entitlement programs. Ohio continues to look for opportunities to improve service delivery, reduce duplication, and gain greater efficiencies while transforming and improving health care outcomes and the health system's performance.

A significant step toward transforming Ohio Medicaid was the creation of Governor John Kasich's Office of Health Transformation (OHT) in January 2011. OHT was directed to immediately address Medicaid spending issues, plan for the long term efficient administration of Ohio's Medicaid program, and act to improve overall health system performance.

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: Obtain the services of a Contractor as outlined herein to assists with multiple healthcare business projects and work activities that ODM is currently undertaking or will undertake throughout this and the upcoming biennium

It is the intent of the State to award this RFP to multiple vendors and pre-qualify Contractors to provide Professional Technical Services for the State of Ohio. Each Solicitation that is issued against this RFP will include personnel requirements and Cost Summaries based on the requirements of each Solicitation.

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 general scope of the Work is provided in Attachment Two of this RFP. Each Task Order will further define the scope in Attachment Two. 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. If there is any inconsistency between Attachment Two and the scope of work in a Task Order, the Task Order's scope of work will govern.

In Summary, ODM is seeking professional technical services to assists with multiple healthcare business projects and work activities that ODM is currently undertaking or will undertake throughout this and the upcoming biennium. The following are examples of projects for which expert services are needed:

Project Name	High-Level Description

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ICD-10	**Transition to the International Classification of Diseases (ICD)-10 code sets from the current ICD-9 code sets.** Ohio plans to implement changes, for dates of service on or after October 1, 2014 for Professional and Outpatient Claims and for dates of discharge on or after October 1, 2014 for Inpatient Claims, and all other EDI and Web Portal claims that are submitted and processed. The transition to ICD-10 will impact every process, procedure, communication, transaction, data exchange, interface, and system that contains or uses an ICD-9 patient diagnosis or ICD-9 procedure code. This project is an assessment of deploying over 68,000 ICD-10 codes as opposed to the 13,000 in the current ICD-9 structure.
ACA	Simplify client eligibility based on income, streamline state and local responsibility for eligibility determination, and update eligibility systems technology. The goal is to improve the consumer experience and significantly reduce the costs associated with eligibility processes. Strengthen linkages between Medicaid and programs such as Temporary Assistance for Needy Families (TANF) and the Supplemental Nutrition Assistance Program (SNAP) to use information and findings from those programs to simplify, streamline, and expedite the Medicaid eligibility process. EDI claims submission and compliance.
Ohio Healthcare Data Warehouse	Implement a new Health and Human Services (HHS) data warehouse; including enhanced data analytics, dashboards, data governance, etc…
Quality Decision Support System (QDSS)	Upgrade the DSS to a system that will integrate information from diverse sources and systems in an effort to organize that data to support decision making and enable easy access to information in a flexible, customized application. Upgrading the QDSS will include establishing appropriate interfaces with other State systems (i.e. MITS, eligibility system).
MITS	Implement various program and policy changes resulting from state and federal mandates. Facilitate more efficient business processes through automation.
LTSS Case Management	Implement and integrate case management services.
Project Support and testing	The above projects require significant levels of user acceptance testing, production support and requirements support for the changes to the various systems. UAT will ensure that the systems are tested and validated using an end to end testing approach.

Calendar of Events. The schedule for the RFP process and the Work is given below. The State may change this schedule at any time. 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:	July 16, 2013
Inquiry Period Begins:	July 16, 2013
Inquiry Period Ends:	July 29, 2013, at 8:00 a.m.
Proposal Due Date:	August 5, 2013, at 1:00 p.m.

Estimated Dates

Award Date:	August 30, 2013

Estimated Work Dates
Work Begins: September 23, 2013

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 12 attachments. The parts and attachments are listed below.

Parts:

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

Attachments:

Attachment One	Evaluation Criteria
Attachment Two	Work Requirements and Special Provisions
Attachment Three	Requirements for Proposals
Attachment Four	General Terms and Conditions
Attachment Five	Sample Contract
Attachment Six	Offeror Certification Form
Attachment Seven	Offeror Organization Overview
Attachment Eight	Offeror Profile Summary
Attachment Nine	Staff Experience
Attachment Ten	Data Sharing and Confidentiality Agreement
Attachment Eleven	Standard Affirmation and Disclosure Form
Attachment Twelve	Cost Summary

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
Computer Acquisition Analyst
Department of Administrative Services
Office of Information Technology
30 E. Broad Street, 39th Floor
Columbus, OH 43215

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

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

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

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

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

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

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

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

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

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

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

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

phase. The State may reject any modification that is broader in scope than the State has authorized in the announcement of the amendment and treat it as a withdrawal of the offeror's Proposal.

Proposal Submittal. Each offeror must submit a technical section and a cost section as part of its total Proposal before the opening time on the Proposal due date. The offeror must submit the technical section as a separate package from the cost section of its Proposal, and each section must be submitted in its own separate, opaque package. The package with the technical section of the Proposal must be sealed and contain one originally signed technical section and four (4) copies of the technical section, and the package with the cost section also must be sealed and contain two (2) complete copies of the cost section of the Proposal. Further, the offeror must mark the outside of each package with either ODM Professional Technical Services RFP – Technical Proposal" or "ODM Professional Technical Services 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 <u>not</u> 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. Unless the State agrees otherwise in writing, the selected offeror and its subcontractors must do the Work and keep all State data at the location(s) disclosed in the offeror's Proposal. Additionally, if Attachment Two contains any restrictions on where the Work may be done or where any State data may be kept, the State may reject any Proposal that proposes to do any Work or make State data available outside of those geographic restrictions.

PART FOUR: EVALUATION OF PROPOSALS

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

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

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

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

6. Contract Negotiations.

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

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

Corrections and clarifications must be completed off State premises.

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

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

The State also may have the Proposals or portions of them reviewed and evaluated by independent third parties or various State personnel with experience that relates to the Work or to a criterion in the evaluation process. Additionally, the State may seek reviews from end users of the Work or the advice or evaluations of various State personnel 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.

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.

THIS CONTRACT, which results from RFP 0A1118, entitled Professional Technical Services, is between the State of Ohio, through the Department of Administrative Services, on behalf of the Ohio Department of Medicaid and ___ _____(the "Contractor").

The Contract is the result of agreed upon changes to the RFP its attachments and supplements including any written amendments to the RFP, any materials incorporated by reference in the RFP, the Contractor's Proposal, and written, authorized amendments and clarifications to the Contractor's Proposal. It also includes any purchase orders and change orders issued under the Contract.

This Contract consists of:

1. The one-page Contract (Attachment Five) in its final form;
2. The Professional Technical Services Negotiated Contract dated _____, 2013 which includes Attachment Four, Attachments, Supplements, the Cost Workbook and additional Contract Appendices dated _____, 2013;
3. The written Task Order Solicitation, which includes all documents and materials referenced in the Task Order Solicitation;
4. The Task Order Response Negotiated which includes attachments, supplements, and cost; and
5. The applicable Purchase Order.

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 _____, 2013, or the occurrence of all conditions precedent specified in the General Terms and Conditions.

ATTACHMENT ONE: EVALUATION CRITERIA

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

Mandatory Requirements	Reject	Accept
The offeror must have a minimum of five years in business before the proposal submittal date for this RFP. The offeror must provide documentation, such as Articles of Incorporation, income tax returns, etc. to demonstrate that the business entity attempting to become pre-qualified has been in existence for a minimum of five years.		
The offeror must have a minimum of three years of experience as the prime contractor providing IT technical support and project management services in the Medicaid industry on a minimum of two projects for a government (state or federal) entity.		

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 Requirements					
The offeror must have a minimum of five years in business before the proposal submittal date for this RFP. The offeror must provide documentation, such as Articles of Incorporation, income tax returns, etc. to demonstrate that the business entity attempting to become pre-qualified has been in existence for a minimum of five years.	**10**	**0**	**5**	**7**	**9**
The offeror must have a minimum of three years of experience as the prime contractor providing IT technical support and project management services in the Medicaid industry on a minimum of two projects for a government (state or federal) entity.	**20**	**0**	**5**	**7**	**9**
The offeror must have completed a minimum of three projects with duration of a minimum of 6 months using a team of at least 4 people that include a full-time project manager.	**10**	**0**	**5**	**7**	**9**
The offeror must have completed a minimum of three projects that involved at least one of the following SDLC phases: requirements definition; construction; and implementation.	**5**	**0**	**5**	**7**	**9**
The offeror must have a minimum of three projects that included development of system and user acceptance test cases and test plans.	**5**	**0**	**5**	**7**	**9**
The offeror must have a minimum of three projects that included system and user acceptance testing including documentation of testing outcomes.	**5**	**0**	**5**	**7**	**9**

Scored Criteria	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
Personnel Requirements					
Project Manager					
Minimum of five years' experience in the development, management and implementation of a variety of Medicaid related projects for federal and state Medicaid agencies.	**15**	**0**	**5**	**7**	**9**
Minimum of three years full-time experience as a Project Manager in the last eight years.	**10**	**0**	**5**	**7**	**9**
Experience as a Project Manager on an IT project with a minimum of one federal, state, or local government project with at least twelve months duration.	**10**	**0**	**5**	**7**	**9**
Experience as a Project Manager throughout the lifecycle of a project on at least one software development or software implementation project of at least twelve months duration.	**5**	**0**	**5**	**7**	**9**
Project Management Professional (PMP) Certification from the Project Management Institute (PMI) or equivalent.	**5**	**0**	**5**	**7**	**9**
Minimum of twenty-four months experience in risk assessment and mitigation strategies and techniques as a Project Manager.	**5**	**0**	**5**	**7**	**9**
Business Analyst Requirements					
Minimum of three years' experience providing business analyst support on Medicaid-related projects to federal and/or state Medicaid agencies.	**15**	**0**	**5**	**7**	**9**
Minimum of two years' experience as an analyst with government policy and systems design experience for assistance programs i.e.: program eligibility, payment systems, data analysis and reporting systems.	**10**	**0**	**5**	**7**	**9**
Minimum of two years' experience as lead analyst implementing business changes through the use of technology solutions.	**5**	**0**	**5**	**7**	**9**
Minimum of one year experience designing, testing and implementing systems that automate business process that manage individual demographic data, history, data changes and system processing for data interfaces.	**5**	**0**	**5**	**7**	**9**
Minimum of one year experience leading and facilitating meetings to identify requirements, business rules and business flows.	**5**	**0**	**5**	**7**	**9**
Experience with the implementation of at least one system of the same size and scope of projects as defined in this RFP, within the last three years.	**5**	**0**	**5**	**7**	**9**
Systems Analyst Requirements					
A minimum of three years' experience providing systems analyst support on Medicaid-related projects to federal and state Medicaid agencies.	**15**	**0**	**5**	**7**	**9**
Minimum of three years' experience with multi-systems interface design and implementation.	**5**	**0**	**5**	**7**	**9**

Scored Criteria	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
Solid understanding of business practices with fundamental understanding of project management methodology.	**5**	**0**	**5**	**7**	**9**
A minimum of three years' experience in the documentation of issues and risks following accepted project standards and actively engage in issue resolutions activities, including analysis and tracking of systems data.	**5**	**0**	**5**	**7**	**9**
A minimum of three years' experience in project planning, request for change documentation, business requirements, testing and implementation for projects.	**5**	**0**	**5**	**7**	**9**
System Tester					
A minimum of three years' experience participating in joint application design sessions and construction walkthrough	**10**	**0**	**5**	**7**	**9**
A minimum of three years' experience in design and development of functional test cases, test plans and test execution.	**10**	**0**	**5**	**7**	**9**
A minimum of three years' experience tracking and monitoring testing progress, and coordinating test efforts across multiple entities.	**5**	**0**	**5**	**7**	**9**
A minimum of three years' experience with large health care based systems.	**5**	**0**	**5**	**7**	**9**
A minimum of three years' experience in regression testing as well as testing validation post implementation.	**5**	**0**	**5**	**7**	**9**
Technical Requirements					
Resource Allocation Plan	**15**	**0**	**5**	**7**	**9**
Contingency Plan	**15**	**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:

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

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

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

Total Points Score: The total points score is calculated using the following formula:
Total Points = Technical Proposal Points + Cost Summary Points

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

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

Scope of Work.

This attachment describes some key elements in the scope of work for Task Orders under this RFP, but the Solicitation for each Task Order will contain a more detailed scope of work that the Contractor must do to get the Work done properly under the applicable Task Order.

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

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

General scope of work includes:

Project Management:

- Work collaboratively with and in support of ODM staff to provide project management support for Medicaid projects.
- Apply proven project management methodologies for ongoing support, implementation and maintenance of ODM projects.
- When directed, produce and review (this is not an exclusive list):
  a. Project documentation such as project plan, WBS, Gantt charts, schedules, risk assessments, mitigation plans, tracking of timelines, Ad Hoc reporting and work tasks.
  b. Business requirements
  c. Workflows
- Communicate and coordinate with ODM regarding all scheduled project activities and events to ensure successful completion.
- Facilitate and participate in approved project planning, request for change documentation, business requirements, testing and implementation for projects.
- Ensure timely identification and documentation of issues and risks following accepted project standards and actively engage in issue resolutions activities, including analysis and tracking of systems data.

Business Analysis:

- Assist the project team with business analyst support functions and documentation to ODM with responsibility associated with various ODM projects. This will include planning, documenting, coordinating, completing and integrating program office project requirements and tasks into the over-arching project plans and schedules.
- Assist in the analysis of various systems that automate business process to manage individual demographic data, history, data changes and system processing for data interfaces.
- Identify policy impacts, business process changes, and any required systems interfaces and evaluate the level of impact of each finding (i.e., high, medium, low, or no impact).
- Identify and document the following:

    - Business process changes, including changes related to the Sister State Agencies and external partners.
    - Business procedures, operations, policy and process changes, manuals, training materials, and communications documents (provider and member).
    - Any relevant changes to provider, MCP contracts, changes to contractual language.
- Facilitate and participate in approved project planning, request for change documentation, business requirements, testing and implementation for projects.
- Ensure timely identification and documentation of issues and risks following accepted project standards and actively engage in issue resolutions activities, including analysis and tracking of systems data.

Systems Analysis:

- Assist the project team with systems analyst support functions and documentation to ODM with responsibility associated with various ODM projects. This will include planning, documenting, coordinating, completing and integrating program office project requirements and tasks into the over-arching project plans and schedules.
- Assist in designing, testing and implementing various systems that automate business process to manage individual demographic data, history, data changes and system processing for data interfaces.
- Determine required software and hardware (if needed) changes to systems and applications.
- Determine required interface changes and dependency considerations associated applications and external business partners.
- Conduct a comprehensive assessment of systems to understand the types and level of impact and a recommended approach for remediation, if needed.
- Document changes related to systems, interfaces, data exchanges, applications, and reports.
- Facilitate and participate in approved project planning, request for change documentation, business requirements, testing and implementation for projects.
- Ensure timely identification and documentation of issues and risks following accepted project standards and actively engage in issue resolutions activities, including analysis and tracking of systems data.

System Tester:

- Participate in designing various systems documentation as well as participating in construction walkthroughs.
- Create test plans based on the new business functionality.
- Ensure testing set up is complete prior to the start of user acceptance testing. This includes working with the system developer to ensure test beds are created, jobs are set up for test runs and work with other various system components is staged and coordinated.
- Design, develop and execute test case development as well as track defects to ensure testing is complete prior to system implementation.
- Monitor testing progress and identify test issues for resolution.

The Solicitation Process. The projects will be awarded via the Solicitation process. All Solicitations will be issued by the Ohio Department of Medicaid (ODM). The steps identified below describe the process of a task order solicitation:

Contractors will not be required to respond to every task order issued as a result of this Contract, but they will be expected to respond to a majority of the Solicitations issued during the course of a fiscal year. Should a Contractor not respond to a majority of the Solicitations issued, it may be removed from the list of pre-qualified Contractors.

The Solicitation Content. Each Solicitation will include but not be limited to the following components, which will be defined in each Solicitation.

Content. Each Solicitation will contain the sections listed below:

- Background information for the project, including:
    a. Agency information
    b. Project name
    c. Project Objective

        d. Project Description
        e. Project Schedule
    - Scope of Work
        a. Task Objective
        b. Scope/Statement of Work
        c. Expected task duration
        d. Task Activities
        e. Task Deliverables, if applicable
        f. Task Reporting Structure
    - Staffing Requirements
    - Task Order Evaluation Criteria
    - Task Order Requirements
    - Cost Summary

Reports. Each Solicitation will have specific reporting requirements.

Bill to Address. Each Solicitation will have a specific Bill to Address.

Solicitation Responses. Each qualified Contractor's response to a Solicitation (a "Response") must include at least the following:

- Develop a project plan. This plan must include at least the following components:
    - Scope of work that includes the Contractor's understanding of the:
        - Project objectives,
        - Project assumptions and constraints,
        - Project Deliverables,
        - Expected project duration,
        - Resource requirements,
        - Project roles and responsibilities
    - Communication plan
    - Risk management plan (may include issues management)
    - Quality management plan
    - Project schedule (WBS using MS Project or compatible)
- Cost Summary

The Solicitation may require additional information for a proper Response.

Task Order Deliverables. Deliverables for the applicable Task Order will be defined by each Solicitation. Among other things, Task Orders may include:

- Status Reports (Each Task Order Solicitation may have status report requirements)
- Project Plan

Task Order Milestones. These are defined as significant events that occur over the course of the Task Order that mark the completion of progress or a Deliverable, such as:

- Completion of Kick-off meeting
- Acceptance of refined Project Plan and Schedule

Task Order Activities. The selected Contractor will perform the following tasks and include the results and/or findings in the assessment reports:

- Conduct kick-off meeting
- Conduct interviews
- Review and make recommendations on both State, and, where applicable, vendor management of the project and on the project's technical aspects
- Consult with all stakeholders and assess the user involvement and acceptance regarding system functionality and the system's ability to meet program needs
- Conduct an analysis of past project performance (schedule, budget) sufficient to identify and make recommendations for improvement

- Provide a risk management assessment and capacity planning assessment and If applicable, develop performance metrics, which allow tracking of project completion against milestones set by the state

Contractor Responsibilities and Deliverables. The Contractor must meet all RFP requirements and complete all Project milestones and Deliverables, as provided in the Project Plan. The applicable Solicitation will list responsibilities and any applicable deliverables from the agency.

Work Hours and Conditions. Task Order Solicitations will list responsibilities and any applicable deliverables from the agency.

PART TWO: SPECIAL PROVISIONS

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

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

The Contractor's Fee Structure. The Task Order Solicitation will provide the details for the fee structure, Each Task Order will be for a not-to-exceed fixed price, payable in accordance with the schedule provided in the applicable Task Order. On the date(s) given in the applicable Task Order, the Contractor may submit an invoice according to the payment schedule identified in the applicable Task Order.

Reimbursable Expenses. None.

Bill to Address. The Task Order Solicitation will provide the address.

Restrictions on Location of Data and Work. . All data accessed or utilized for this project is the property of ODM and is not to be transported outside of ODM's network or facilities. This applies to all project documentation and any Medicaid data. The contractor may supply and use their own laptops and must use data encryption on the storage device and employ safe guards to ensure security of data. In addition, if using portable storage devices to transfer documentation or data between any computing devices the device must use encryption and employ security measures to protect the data.

ATTACHMENT THREE: REQUIREMENTS FOR PROPOSALS

Proposal Format These instructions describe the required format for a responsive Proposal. The offeror may include any additional information it believes is relevant. The offeror's proposal submission must be submitted using the Microsoft Word version of the RFP to provide an **in-line response** to the RFP. An identifiable tab sheet must precede each section of the 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.

Offeror responses should use a consistent contrasting color (blue is suggested to contrast with the black text of this document) to provide their response to each requirement so that the offeror response is readily distinguishable to the State. Below is an example of the required format for responding to the RFP requirements. To aid offerors in the creation of the most favorable depiction of their responses, alternative formats are acceptable that use typefaces, ***styles*** or shaded backgrounds, so long as the use of these formats are consistent throughout the offerors response and readily distinguishable from the baseline RFP. Alterations to the State provided baseline RFP language is strictly prohibited. The State will electronically compare offeror responses to the baseline RFP and deviations or alterations to the State's RFP requirements may result in a rejection of the offeror's Proposal.

To ensure that each Proposal addresses the required Scope of Work (Attachment Two) and required sections of the Proposal format (Attachment Three), offerors must address each RFP requirement by section and sub-section heading and provide the offeror's proposed solution or response to the requirement by section and subsection **in-line** using the provided Microsoft Word version of this RFP.

Additionally, offerors must include the entire content of Attachment Four as a single section in their proposal. **Offerors must include a statement at the beginning of the section** indicating that the offeror has read, understands and agrees to the General Terms and conditions contained in Attachment Four.

Example of acceptable in-line section response (in italics below):

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.*

Offeror Response: Offeror describes how it will address the Assumptions section within the Proposal.

Each Proposal must respond to every request for information in this attachment and Attachment Two, 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.

Each Proposal must contain the following ***tabbed sections in the in-line response***:

Technical Proposal

- Cover Letter
- Vendor Information Form (OBM-5657)
- Subcontractor Letters
- Offeror Certification Form
- Offeror Organization Overview
- Offeror Profile Summary Form
- Staff Experience
- Resource Allocation Plan
- Contingency Plan
- Assumptions
- Support Requirements
- Proof of Insurance
- Payment Address
- Legal Notice Address
- W-9 Form

Standard Affirmation and Disclosure Form (EO 2011-12K)
Attachment Four Acceptance

Cost Proposal (separate sealed package)
Cost Summary

Cover Letter. The cover letter must be in the form of a standard business letter and must be signed by an individual authorized to legally bind the Offeror. The cover letter must include a brief executive summary of the solution the Offeror plans to provide. The letter must also have the following:

a. A statement regarding the Offeror's legal structure (e.g., an Ohio corporation), Federal tax identification number, and principal place of business;
b. A list of the people who prepared the Proposal, including their titles; and
c. The name, address, e-mail, phone number, and fax number of a contact person who has authority to answer questions regarding the Proposal.

Vendor Information Form. The offeror must submit a signed and completed Vendor 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 Six, Offeror Certification Form.

Offeror Organization Overview. This RFP includes an Offeror Organization Overview Form as Attachment Seven. The Offeror must use this form and fill it out completely to provide the required information. 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. Each Proposal must include a description of the offeror's capability, capacity, experience in the industry 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 Attachment Eight. The Offeror must use this form and fill it out completely to provide the required information. All Offerors must demonstrate experience to meet the mandatory requirement and each of the evaluation criteria by including the 1 page form provided in Attachment Eight that summarizes the relevant experience.

Offerors must identify the requirement at the top of each profile form. 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. The form may be duplicated as necessary.

Staff Experience. Each Proposal must include a profile for each candidate. This RFP includes Personnel Profile Summary Forms as Attachment Nine, 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 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.

In order to demonstrate on offerors ability to provide qualified candidates, offerors must submit resumes for named candidates; however, the State does not expect the named candidates to be available for task orders. When replying to a task order solicitation, offerors must provide candidates with equal to or greater requirements as identified in this RFP. In addition, a candidate to requirements relationship matrix must be provided that identifies the title of the proposed candidate and the requirements.

The offeror must demonstrate that all candidate requirements have been met by using Attachment Nine Staff Experience. The offeror must provide a completed Staff Experience reference (Attachment Nine) form for each requirement for each position.

For each project experience listed, indicate the client name and client contact information, whether the project was for a public sector agency, project name, start and end dates the team member performed the role, duration of the experience and a description of the services provided by the Candidate.

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.

Resource Allocation Plan. The resource allocation plan must show how the offeror intends to fulfill position requirements of Task Order Solicitations awarded as a result of this contract. The offeror must describe in detail how it determines candidate qualifications, interviews candidates, and/or determines candidates for hire and the hiring process. The offeror must show explicitly how it intends to meet the two (2) week hiring requirement for the positions to be filled after being award a Task Order Solicitation. Describe how you plan on providing additional personnel if it becomes necessary for properly staffing the project.

Contingency Plan. The contingency plan must show how the offeror will fill emergency vacated positions during the life of the contract. Offerors are encouraged to carefully review the "Replacement Personnel" section of the Terms and Conditions of this RFP for requirements regarding 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 at its sole discretion request that the Offeror remove the assumption or choose to reject the Proposal. No assumptions may be included regarding the outcomes of negotiation, terms and conditions, or requirements. Assumptions should be provided as part of the Offeror response as a stand-alone response section that is inclusive of all assumptions with reference(s) to the section(s) of the RFP that the assumption is applicable to. Offerors should not include assumptions elsewhere in their response.

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

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

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

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

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

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

W-9 Form. The Offeror must complete a 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. A current version of the Internal Revenue's W-9 form is available http://www.irs.gov/pub/irs-pdf/fw9.pdf

Standard Affirmation and Disclosure Form (EO 2011-12K). The offeror must complete and sign the Affirmation and Disclosure Form (Attachment Eleven) as part of its Proposal. Executive Order 2011-12K is available at http://www.governor.ohio.gov/Portals/0/pdf/executiveOrders/EO%202011-12K.pdf

Acceptance of Attachment Four – General Terms and Conditions. Offerors must include the entire content of Attachment Four as a single section in their proposal. The offerors must include a statement at the beginning of the section indicating that the offeror has read, understands and agrees to the General Terms and conditions contained in Attachment Four.

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

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

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

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

ATTACHMENT FOUR: GENERAL TERMS AND CONDITIONS

PART ONE: PERFORMANCE AND PAYMENT

Statement of Work. The selected offeror's proposal (the "Proposal") and the State's Request for Proposals (the "RFP"), any solicitations for task orders ("Solicitations"), any responses from those Solicitations ("Responses"), and any task orders resulting from a Solicitation and Response (each a "Task Order") that are awarded to a pre-qualified contractor (a "Contractor") which are collectively referred to as the "RFP Documents", are a part of this contract (the "Contract") and describe the work (the "Work") 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, 2015. 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 right to renew this Contract includes a right to renew it with respect only to a particular Task Order or with respect to several specified Task Orders in progress, if the State chooses to do so rather than do a general renewal of the Contract and all Task Orders under it. If the State elects to renew this Contract only with respect to one or some Task Orders, the renewal notice will specify the particular Task Orders that are renewed.

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 for each Task Order has a completion date that is identified in the Task Order Solicitation Documents. The Task Order Solicitations 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 Documents require. If the Contractor does not meet those dates, the Contractor will be in default, and the State may terminate this Contract or an applicable Task Order under the Suspension and Termination Section contained in Part Two 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 for the applicable Task Order 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 under the applicable Task Order. 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 for the applicable Task Order 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 for each Task Order. 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 of each Task Order, the State will pay the Contractor the amount(s) identified in the Task Order Solicitation Documents (the "Fee") for each Task Order, plus any other expenses identified as reimbursable in the RFP Documents for an Applicable Task Order. In no event, however, will payments under this Contract exceed the "not-to-exceed" amount in the Task Order Solicitation Documents for each Task Order 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 for the applicable Task Order 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 under the applicable Task Order, the applicable 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 Task Order Solicitation Documents provide for any retainage under a Task Order, 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 for the applicable Task Order 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 for a Task Order, 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 for the applicable Task Order. The Contractor must bill all reimbursable expenses monthly, and the State will reimburse the Contractor for them within 30 business days of receiving the Contractor's invoice.

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

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

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

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

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

PART TWO: WORK AND CONTRACT ADMINISTRATION

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

Other Contractors. The State may hold other contracts for additional or related work, including among others independent verification and validation (IV&V) efforts for the Work. The Contractor must fully cooperate with all other contractors and State employees and coordinate its Work with such other contractors and State employees as may be required for the smooth and efficient operation of all related or additional work. The Contractor may not act in any way that may unreasonably interfere with the work of any other contractors or the State's employees. Further, the Contract must fully cooperate with any IV&V contractor assigned to the Work. Such cooperation includes expeditiously providing the IV&V contractor with full and complete access to all Work product, records, materials, personnel, meetings, and correspondence as the IV&V contractor may request. If the State assigns an IV&V contractor to the Work, the State will obligate the IV&V contractor to a confidentiality provision similar to the

Confidentiality Section contained in this Contract. The Contractor must include the obligations of this provision in all its contracts with its subcontractors for the Work.

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

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

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

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

Record Keeping. The Contractor must keep all financial records in accordance with generally accepted accounting principles consistently applied. The Contractor also must file documentation to support each action for each applicable Task Order 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.

Consent to Examinations. By execution of this Contract, the Contractor consents to the examinations described in these provisions and consents to such examinations being conducted by the State or its agent.

The State may conduct such examinations from time to time during the Term of this Contract and any applicable Task Orders and the consent to the examinations provided by Contractor must be a continuing consent to conduct the examinations periodically in the State's discretion during the Term of this Contract.

Right to Terminate as a Result of Audit Findings. In the event the State determines that the results of any examination of the Contractor is unsatisfactory per the requirements of the Contract and not remedied within a 90 day period following written notice from the State, the State may terminate this Contract and any applicable Task Order, in part or in full.

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 or applicable Task Order immediately without notice.

If the Contractor fails to satisfy the requirements of the State with regard to matters not related to items contained in the preceding two (2) paragraphs, the State will provide Contractor with notice and an opportunity to cure the failure within forty-five (45) days. If the failure is not cured by Contractor within such forty-five (45) 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 under a Task Order, then the quality and professional credentials of those people were material factors in the State's decision to award that Task Order to the Contractor. 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 applicable Task Order 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 for a particular Task Order from the Work under that Task Order 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 or the applicable Task Order 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 or Task Order.

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 under a Task Order. 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 for the applicable Task Order, 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; or
(c) The State may terminate the affected Task Order 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 the affected Task Order 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 or any applicable Task Order if the Contractor defaults in meeting its obligations under the applicable Task Order 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 or Task Order 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 the applicable Task Order, 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 or affected Task Order immediately on notice to the Contractor. The State also may terminate this Contract or affected Task Order 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 or affected Task Order 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 with respect to one or more Task Orders for its convenience and without cause or if the Ohio General Assembly fails to appropriate funds for any part of the Work. If a third party is providing funding for the Work, the State also may terminate this Contract should that third party fail to release any funds for the Work. The RFP Documents normally identify any third party source of funds for the Work, but an absence of such in the RFP Documents will not diminish the State's rights under this section.

The notice of termination, whether for cause or without cause, will be effective as soon as the Contractor receives it. Upon receipt of the notice of termination, the Contractor must immediately cease all activity on the applicable Task Order and take all steps necessary to minimize any costs the Contractor will incur related to the affected Task Order. 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 or applicable Task Order 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 within the affected Task Order 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 under the applicable Task Order 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 in an applicable Task Order, 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 under the affected Task Order 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 under an affected Task Order. 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 under the affected Task Order 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 the affected Task Order after the suspension, the State will not be required to make any payment to the Contractor other than those payments specified in this Contract under the affected Task Order and in accordance with the payment schedule specified in the affected Task Order 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 under the affected Task Order just as is required by this Section in the case of termination. After suspension of the Work, the Contractor may not perform any Work under the affected Task Order 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 or affected Task Order 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 or affected Task Order 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 or the affected Task Order, 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 or affected Task Order 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 for the particular Task Order or in a subsequent notice to the Contractor as the "Work Representative." The Work Representative for a Task Order will review all reports the Contractor makes in the performance of the Work under that Task Order, will conduct all liaison with the Contractor under that Task Order, and will accept or reject the Deliverables and the completed Work under that Task Order. 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 a Task Order will be the person identified on the Task Order Solicitation Documents as the "Work Manager" for that Task Order. The Work Manager will be the Contractor's liaison with the State under this Contract for that Task Order. Additionally, the Project Manager will conduct all Work meetings and prepare and submit to the Contract Representative for the applicable Task Order 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 for a Task Order. If the State has agreed to provide facilities or equipment for a Task Order, the Contractor, by signing the applicable Task Order, 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 for any Task Order. 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 under the affected Task Order, the Contractor must notify the State in writing and request an equitable adjustment in its Fee for that Task Order, the delivery schedule for that Task Order, 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 for any Task Order 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 for a Task Order 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 for the applicable Task Order 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 for a Task Order, all equitable adjustments for Change Orders for such a Task Order also will be subject to the same retainage, which the State will pay only on completion and acceptance of the Work under that Task Order, 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 obtained while doing the Work for a Task Order and destroy any copies it has made on termination or expiration of the applicable Task Order.

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.

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.

Health Insurance Portability & Accessibility Act (HIPAA) Requirements. The Contractor, and any subcontractor(s) will comply with 42 U.S.C. Sections 1320d through 1320d-8, and to implement regulations at 45 C.F.R. Section 164.502 (e) and Sections 164.504 (e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act (HIPAA) of 1996. Protected Health Information (PHI) is information received by the Contractor from or on behalf of the Ohio Department of Medicaid that meets the definition of PHI as defined by HIPAA and the regulations promulgated by the United States Department of Health & Human Services, specifically 45 CFR 164.501 and any amendments thereto. Contractor agrees to execute the Data Sharing and Confidentiality Agreement (Attachment Ten).

Return of State Data. The Contractor may use Confidential Information only as necessary for Contractor's performance under or pursuant to rights granted in this Contract and applicable Task Order and for no other purpose. The Contractor's limited right to use Confidential Information expires upon expiration or termination of this Contract or applicable Task Order for any reason. The Contractor's obligations of confidentiality and non-disclosure survive termination or expiration for any reason of this Contract or applicable Task Order.

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 the Task Order. The limitations in this paragraph do not apply to any obligation of the Contractor to indemnify the State against claims made against it or for damages to the State caused by the Contractor’s negligence or other tortious conduct.

PART FIVE: ACCEPTANCE AND MAINTENANCE

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

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

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

PART SIX: CONSTRUCTION

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

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

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

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

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

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

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

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

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

PART SEVEN: LAW AND COURTS

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

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

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 Ohio Revised Code Section 3517.13 are in full compliance with Ohio Revised Code Section 3517.13.

Governing the Expenditure of Public Funds on Offshore Services (EO 2011-12K). The Contractor affirms to have read and understands Executive Order 2011-12K and shall abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in this Contract.

The Contractor agrees to complete the attached Executive Order 2011-12K Affirmation and Disclosure Form which is incorporated and becomes a part of this Agreement.

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.

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.

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 confidential 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.

ATTACHMENT FIVE
SAMPLE CONTRACT

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

_____

AND

_____

(CONTRACTOR)

THIS CONTRACT, which results from RFP 0A1118, entitled Professional Technical Services, is between the State of Ohio, through the Department of Administrative Services, on behalf of the Ohio Department of Medicaid and ___ _____(the "Contractor").

The Contract is the result of agreed upon changes to the RFP its attachments and supplements including any written amendments to the RFP, any materials incorporated by reference in the RFP, the Contractor's Proposal, and written, authorized amendments and clarifications to the Contractor's Proposal. It also includes any purchase orders and change orders issued under the Contract.

This Contract consists of:

1. The one-page Contract (Attachment Five in its final form;
2. The Professional Technical Services Negotiated Contract dated March _____, 2013 which includes Attachment Four, Attachments, Supplements, the Cost Workbook and additional Contract Appendices dated _____, 2013;
3. The written Task Order Solicitation, which includes all documents and materials referenced in the Task Order Solicitation;
4. The Task Order Response Negotiated which includes attachments, supplements, and cost; and
5. The applicable Purchase Order.

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 _____, 2013, 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

SAMPLE – DO NOT FILL OUT

By:

Title: _____

Date: _____

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES

_____

By: «OIT_DIRECTOR»

Title: «OIT_DIRECTOR_TITLE»

Date: _____

SAMPLE

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 ORGANIZATION OVERVIEW

The Offeror must include details of the Offeror's experience in this section. The details must include: Offeror organization overview; corporate background; Offeror's understanding of the HHS domain; and Offeror's experience in public sector.

Instructions: Provide all relevant information regarding the general profile of the Offeror.

Respondents are not to change any of the completed cells in the following table. Any changes to the completed cells in the following table could lead to the disqualification of a respondent.

Offeror Organization Profile

Company Name	<Response>
Name of Parent Company	<Response>
Industry (NAICS) (North American Industry Classification System)	<Response>
Type of Legal Entity	<Response>
Company ownership **(i.e., private/public, joint venture)**	<Response>
Number of full time employees	<Response>
Last Fiscal Year Company Revenue	<Response>
Last Fiscal Year Company Net Income	<Response>
Number of years in business	<Response>
Number of years Offeror has been providing the type of services specified in RFP	<Response>
Number of Employees providing the type of services specified in the RFP	<Response>
Headquarters in the USA	<Response>
Locations in the USA	<Response>
Office(s) Servicing this Account	<Response>

ATTACHMENT SEVEN
OFFEROR ORGANIZATION OVERVIEW
Continued

Offeror Corporate Background and Experience
This section details the Offeror's corporate background and experience. The section should include the following information:

Offeror's Corporate Background

Instructions: The Offeror is to provide an overview of the Offeror's corporate background as it relates to projects similar in scope and complexity to the project described in this RFP.

<Response>

Offeror's Knowledge of Health and Human Services

Instructions: The Offeror is to describe its understanding of Health and Human Services sector and current solutions or projects that the Offeror is undertaking to address these challenges. The Offeror is to provide an explanation of its strategies and areas of focus within this sector. The Offeror must discuss key trends affecting this sector in the next three to five years and how your perspective will translate into benefits for Ohio.

<Response>

Customers Served in State and Local Government Space

Instructions: The Offeror is to disclose any previous Work performed for State and local government entities within Ohio. The Offeror must explain the Work provided and duration of the said work.

<Response>

Existing Business Relationships with Ohio

Instructions: The Offeror is required to explain any existing business relationships that the Offeror (including affiliates and proposed Subcontractors) currently have with the State of Ohio. The Offeror is required to disclose all existing projects and/or contracts, whether the Offeror serves as the prime or Subcontractor. The Offeror must also provide a name for the Account Representative of each project and/or contract and information regarding the Account Representatives interaction with the Integrate Eligibility and HHS Business Intelligence System project.

<Response>

Business Disputes

Instructions: The Offeror is to provide details of any disciplinary actions and denote any that are pending litigation or Terminated for Cause or Convenience and associated reasons. Also denote any other administrative actions taken by any jurisdiction or person against the Offeror. List and summarize all judicial or administrative proceedings involving your sourcing activities, claims of unlawful employment discrimination and anti-trust suits in which you have been a party within the last five years. If Offeror is a subsidiary, submit information for all parent companies. If Offeror uses Subcontractors, associated companies and consultants that will be involved in any phase of this contract, Offeror's response shall include pertinent Subcontractor information.

<Response>

ATTACHMENT EIGHT
OFFEROR PROFILE SUMMARY

OFFEROR MANDATORY AND SCORED REQUIREMENTS

MANDATORY REQUIREMENT(S) and OFFEROR SCORED CRITERIA For purposes of single source contracting associated with an integrated agreement following the RFP process, all Offerors must demonstrate experience in the following mandatory requirements and offeror scored criteria by including a single form (provided below) that summarizes the relevant experience for each requirement

MANDATORY REQUIREMENT(S)

The following are the mandatory requirements for the pre-qualified Professional Technical Services Contractors:

- The offeror must have a minimum of five years in business before the proposal submittal date for this RFP. The offeror must provide documentation, such as Articles of Incorporation, income tax returns, etc. to demonstrate that the business entity attempting to become pre-qualified has been in existence for a minimum of five years.

- The offeror must have a minimum of three years of experience as the prime contractor providing IT technical support and project management services in the Medicaid industry on a minimum of two projects for a government (state or federal) entity.

OFFEROR SCORED CRITERIA

- The offeror must have a minimum of five years in business before the proposal submittal date for this RFP. The offeror must provide documentation, such as Articles of Incorporation, income tax returns, etc. to demonstrate that the business entity attempting to become pre-qualified has been in existence for a minimum of five years.
- The offeror must have a minimum of three years of experience as the prime contractor providing IT technical support and project management services in the Medicaid industry on a minimum of two projects for a government (state or federal) entity.
- The offeror must have completed a minimum of three projects with duration of a minimum of 6 months using a team of at least 4 people that include a full-time project manager.
- The offeror must have completed a minimum of three projects that involved at least one of the following SDLC phases: requirements definition; construction; and implementation.

Offeror Information	
Offeror Name:	Offeror Contact/Name:
Project Dates:	Offeror Contact Phone:
Customer Information	
Customer Organization:	Customer Contact Name:
	Customer Phone:
Customer Address:	Customer Fax:
Project Information	
Total Offeror Staff:	

Project Objectives:			
Project Description:			
Offeror's Involvement:			
Project Benefits:			
Key Personnel			
Name: <Add more rows as needed)	Role: <Add more rows as needed)		
Name: <Add more rows as needed)	Role: <Add more rows as needed)		
Project Measurements:			
Operating Budget of Organization:	# of Users:		
Estimated one-time costs:	Actual one-time costs:		
Reason(s) for Change in one-time cost:			
Original Value of Offeror's Contract:	Actual Total Contract Value:		
Reason(s) for Change in Value:			
Estimated Start & Completion Dates: From:		To:	
Actual Start & Completion Dates: From:		To:	
Reason(s) for Difference Between Estimated and Actual Dates:			
If the Offeror performed the work as a Subcontractor, the Offeror must describe the scope of subcontracted activities:			

ATTACHMENT NINE: STAFF EXPERIENCE

The Offeror must provide a completed Staff Experience reference form (see Table 1) for each proposed key personnel (includes both the Offeror and Subcontractor staff).

Instructions: For each project experience listed, indicate the client name and client contact information, whether the project was for a public sector agency, project name, start and end dates the team member performed the role, duration of the experience

.

Respondents are not to change any of the completed cells in the following table. Any changes to the completed cells in the following table could lead to the disqualification of a respondent.

Project Manager Requirements

1) Minimum of five years' experience in the development, management and implementation of a variety of Medicaid related projects for federal and state Medicaid agencies.
2) Minimum of three years full-time experience as a Project Manager in the last eight years.
3) Experience as a Project Manager on an IT project with a minimum of one federal, state, or local government project with at least twelve months duration.
4) Experience as a Project Manager throughout the lifecycle of a project on at least one software development or software implementation project of at least twelve months duration.
5) Project Management Professional (PMP) Certification from the Project Management Institute (PMI) or equivalent.
6) Minimum of twenty-four months experience in risk assessment and mitigation strategies and techniques as a Project Manager.

Business Analyst Requirements

1) Minimum of three years' experience providing business analyst support on Medicaid-related projects to federal and/or state Medicaid agencies.
2) Minimum of two years' experience as an analyst with government policy and systems design experience for assistance programs i.e.: program eligibility, payment systems, data analysis and reporting systems.
3) Minimum of two years' experience as lead analyst implementing business changes through the use of technology solutions.
4) Minimum of one year experience designing, testing and implementing systems that automate business process that manage individual demographic data, history, data changes and system processing for data interfaces.
5) Minimum of one year experience leading and facilitating meetings to identify requirements, business rules and business flows.
6) Experience with the implementation of at least one system of the same size and scope of projects as defined in this RFP, within the last three years.

Systems Analyst Requirements

1) A minimum of three years' experience providing systems analyst support on Medicaid-related projects to federal and state Medicaid agencies.
2) Minimum of five years overall IT experience.
3) Minimum of three years' experience with multi-systems interface design and implementation.
4) Solid understanding of business practices with fundamental understanding of project management methodology.
5) A minimum of three years' experience in the documentation of issues and risks following accepted project standards and actively engage in issue resolutions activities, including analysis and tracking of systems data.
6) A minimum of three years' experience in project planning, request for change documentation, business requirements, testing and implementation for projects.

System Tester

1) A minimum of three years' experience participating in joint application design sessions and construction walkthrough
2) A minimum of three years' experience in design and development of functional test cases, test plans and test execution.
3) A minimum of three years' experience tracking and monitoring testing progress, and coordinating test efforts across multiple entities.
4) A minimum of three years' experience with large health care based systems.
5) A minimum of three years' experience in regression testing as well as testing validation post implementation.

ATTACHMENT NINE: STAFF EXPERIENCE
Continued

Table 1. Staff Experience

Team Member Name:			
Description of Skill Sets and Experience			
Proposed Project Role:		**Subcontractor (Y/N)?**	
Years Experience in Role:			

References (3)				
Reference 1				
Client Name				
Client Address				
Client Fax				
Client Phone				
# of Employees	**Public Sector (Y/N)**	**Project Name and Description**	**Dates/ Duration (MM/YYYY)**	**DDI Implementation (Y/N)**
Reference 2				
Client Name				
Client Address				
Client Fax				
Client Phone				
# of Employees	**Public Sector (Y/N)**	**Project Name and Description**	**Dates/ Duration (MM/YYYY)**	**DDI Implementation (Y/N)**
Reference 3				
Client Name				
Client Address				
Client Fax				
Client Phone				
# of Employees	**Public Sector (Y/N)**	**Project Name and Description**	**Dates/ Duration (MM/YYYY)**	**DDI Implementation (Y/N)**

Individual Qualifications		
Certifications (if applicable)		
PMI/PMP	Member ID#:	
	Earned Date:	Expiration Date:
Other	Member ID#:	
	Earned Date:	Expiration Date:

ATTACHMENT TEN
OHIO DEPARTMENT OF MEDICAID
DATA SHARING AND CONFIDENTIALITY AGREEMENT

D-1415-00-0000

This Agreement is entered into by and between the Ohio Department of Medicaid (ODM) and Vendor Name (Vendor name).

ARTICLE I - PURPOSE AND LEGAL AUTHORITY

This Agreement is entered into by ODM and Vendor name for the purpose of INSERT.

The authority to release this data is Title 42 of the Code of Federal Regulations (CFR), Sections 431.300, 431.302, 431.305, 431.306, 431.308, 435.945, and 45 CFR 164.502(e) and 164.504.

The Agreement Manager for ODM is ODM Agreement Manager.

ARTICLE II – DESCRIPTION OF RECORDS OR DATA TO BE PROVIDED

INSERT

ARTICLE III - CONFIDENTIALITY OF INFORMATION

A. Vendor name agrees that it shall not use any information, systems, or records made available to it for any purpose other than to fulfill the obligations specified herein. Vendor name specifically agrees to comply with state and federal confidentiality and information disclosure laws, rules, and regulations applicable to programs under which this Agreement exists, including, but not limited to:

1. United States Code, 42 USC 1320d through 1320d-8 (HIPAA);
2. Code of Federal Regulations, 42 CFR 431.300, 431.302, 431.305, 431.306, 435.945, 45 CFR 164.502 (e) and 164.504 (e);
3. Ohio Revised Code, ORC 173.20, 173.22, 2305.24, 2305.251, 3701.243, 3701.028, 4123.27, 5101.26, 5101.27, 5101.572, 5112.21, and 5111.61; and
4. Corresponding Ohio Administrative Code rules.

B. Vendor name agrees that any data made available to Vendor name by ODM shall be returned to ODM not later than 90 calendar days following termination of this Agreement and shall certify that no copies of source data were retained by Vendor name.

C. Vendor name shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected personal data and health information that it creates, receives, maintains, or transmits on behalf of ODM against use or disclosure not provided for by this Agreement.

D. Vendor name agrees that access to the records and data provided by ODM and described in ARTICLE II will be restricted to only those authorized employees, officials, subcontractors, and other persons who need it to perform duties related to this Agreement. Vendor name agrees to provide the ODM Agreement Manager with a complete listing of any and all persons who shall have access to the above referenced records and/or data.

E. Vendor name agrees that the above records and/or data and any records, reports, databases, and/or other derivative documents created from the information provided under this Agreement shall be stored in an area that is physically safe from access from unauthorized persons during duty and non-duty hours. Information provided under this Agreement shall be protected electronically to prevent unauthorized access by computer, remote access, or any other means. No records will be accessed, tested, maintained, backed up or stored outside of the United States.

F. Vendor name shall assure that all persons who have access to the above referenced information shall be fully apprised as to the confidential nature of the information, the safeguards required to protect the information, and the applicable civil and criminal sanctions and penalties associated with any intentional or non-intentional disclosure. No subcontractor shall receive any information without a written agreement with Vendor name incorporating these assurances.

G. Vendor name shall not disclose any of the above referenced information to any third party without the specific written authorization of the Director of ODM.

H. Vendor name shall permit onsite inspection by the State of Ohio (including but not limited to ODM, the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials) and by agencies of the United States government.

I. ODM will prepare data pursuant to the security and encryption standards found in Ohio IT Standard ITS-SEC-01, Data Encryption and Cryptography; and NIST Special Publication 800-53. Vendor name shall retain this encryption while the data is in a portable format (e.g. tape, laptop, flash/USB drive).

J. The terms of this Article shall be included in all subcontracts executed by Vendor name for any and all work under this Agreement.

ARTICLE IV - TIME OF PERFORMANCE

A. Upon approval by the Director of ODM, this Agreement shall be in effect from _____ until _____, unless this Agreement is suspended or terminated pursuant to ARTICLE VI prior to the termination date. This Agreement may be renewed upon satisfactory performance by Vendor name, continued statutory authority for disclosure of data, and at the sole discretion of ODM.

B. The Confidentiality provisions of this Agreement shall survive the termination of this Agreement.

ARTICLE V - COST OF DATA PREPARATION

The parties agree that no reimbursement will be sought under the terms of this Data Sharing Agreement.

ARTICLE VI - SUSPENSION AND TERMINATION

A. Upon 30 calendar days written notice to the other party, either party may terminate this Agreement.

B. Notwithstanding Section A of this Article, ODM may suspend or terminate this Agreement immediately upon delivery of written notice to Vendor name, if ODM discovers any illegal conduct on the part of Vendor name or if there is any breach of the confidentiality provisions of ARTICLE III.

C. Notice of termination or suspension under either Section A or B of this Article must be sent to: the ODM Chief Legal Counsel, 50 West Town Street, 4th Floor, Columbus, Ohio 43215; and to Vendor name's representative at the address appearing on the signature page of this Agreement.

ARTICLE VII - BREACH OR DEFAULT

A. Upon breach or default of any of the provisions, obligations or duties embodied in this Agreement, ODM may exercise any administrative, contractual, equitable or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and ODM retains the right to exercise all remedies hereinabove mentioned.

B. If either of the parties fails to perform an obligation or obligations under this Agreement and thereafter such failure(s) is (are) waived by the other party, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s) hereunder. Waiver by ODM shall not be effective unless it is in writing signed by the ODM Director.

ARTICLE VIII - AMENDMENTS

This Agreement may be modified or amended provided that any such modification or amendment is in writing and is signed by the Director of ODM and Vendor name. It is agreed, however, that any amendments to laws, rules, or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing a written amendment.

ARTICLE IX - INDEPENDENT CONTRACTOR

Vendor name agrees that no agency, employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement. Vendor name also agrees that, as an independent contractor, it assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder. Vendor name agrees that it is an independent contractor for all purposes including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance Contribution Act, provisions of the Internal Revenue Code, Ohio Tax law, Workers Compensation law, and Unemployment Insurance law. Vendor name certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are operative. If at any time during the contractual period Vendor name becomes disqualified from conducting business in Ohio, for whatever reason, Vendor name must immediately notify ODM of the disqualification and will immediately cease performance of its obligations hereunder.

ARTICLE X - LIMITATION OF LIABILITY

To the extent allowable by law, Vendor name agrees to defend, indemnify and hold ODM, its officials, employees and agents harmless from and against any and all liability, loss and expense (including reasonable attorneys' fees) or claims for personal injury, property damage, patent and copyright infringement, or for any liability or claims under Article XI below("Business Associate Requirements Under HIPAA"), and/or any other type of claim that arises from the performance of the Deliverables under this Agreement. Vendor name's sole and exclusive remedy for any ODM failure to perform under this Contract will be an action in the Ohio Court of Claims pursuant to ORC Chapter 2743 that will be subject to the limitations set forth in this ARTICLE. In no event will ODM be liable for any indirect or consequential damages, including loss of profits, even if ODM knew or should have known of the possibility of such damages. To the extent that ODM is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio. Subject to ORC 109.02, Vendor name agrees to defend ODM against any such claims or legal actions if called upon by ODM to do so.

ARTICLE XI - BUSINESS ASSOCIATE REQUIREMENTS UNDER HIPAA

A. The definitions contained in this section are derived from federal law. Should there be any conflict between the meanings assigned in this Agreement and the meanings defined in applicable federal law (even in the event of future amendments to law that create such conflict), the definitions found in federal law will prevail.

1. HIPAA means the Health Insurance Portability and Accountability Act of 1996.

2. Covered Entity means a health plan, a health care clearinghouse, or health care provider under 45 CFR 160.103.

3. Business Associate means a person or entity that, on behalf of the Covered Entity, maintains, performs, or assists in the performance of a function or activity that involves the use or disclosure of "Protected Health Information" under 45 CFR 160.103.

4. Protected Health Information (PHI) means information received from or on behalf of a Covered Entity that meets the definition of PHI as defined by HIPAA and 45 CFR 164.501 and any amendments thereto.

B. Vendor name acknowledges that ODM is a Covered Entity under HIPAA. Vendor name further acknowledges that it is a Business Associate of ODM, and, in carrying out the work described in this Agreement, Vendor name agrees to comply with all of the following provisions:

1. Permitted Uses and Disclosures: Vendor name will not use or disclose PHI except as provided in this Agreement or as otherwise required under HIPAA regulations or other applicable law.

2. Safeguards: Vendor name will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of the ODM against use or disclosure not provided for by this Agreement.

3. Reporting of Disclosures: Vendor name will promptly report to ODM any knowledge of uses or disclosures of PHI that are not in accordance with this Agreement or applicable law. In addition, Vendor name will mitigate any adverse effects of such a breach of confidentiality to the greatest extent possible.

4. Agents and Subcontractors: Vendor name will ensure that all its agents and subcontractors that receive PHI from or on behalf of Vendor name and/or ODM agree to the same restrictions and conditions that apply to Vendor name with respect to the use or disclosure of PHI.

5. Accessibility of Information: Vendor name will make available to ODM such information as ODM may require to fulfill its obligations to provide access to, provide a copy of, and account for disclosures with respect to PHI pursuant to HIPAA and regulations promulgated by the United States Department of Health and Human Services, including, but not limited to, 45 CFR 164.524 and 164.528 and any amendments thereto.

6. Amendment of Information: Vendor name will make PHI available to ODM so that ODM may fulfill its obligations pursuant to HIPAA to amend the information. As directed by ODM, Vendor name will also incorporate any amendments into the information held by Vendor name, and will ensure incorporation of any such amendments into information held by Vendor name's agents or subcontractors.

7. Disclosure: Vendor name will make available to ODM and to the Secretary of the United States Department of Health and Human Services any and all internal practices, documentation, books, and records related to the use and disclosure of PHI received from ODM, or created or received by Vendor name on behalf of ODM. The access is for determining ODM's compliance with HIPAA, regulations promulgated by the United States Department of Health and Human Services, and any amendment thereto.

8. Material Breach: In the event of material breach of Vendor name's obligations under this Article, ODM may immediately terminate this Agreement as set forth in ARTICLE VI, Section B. Termination of this Agreement will not affect any provision of this Agreement, which, by its wording or its nature, is intended to remain effective and to continue to operate after termination.

9. Return or Destruction of Information: Upon termination of this Agreement and at the request of ODM, Vendor name will return to ODM or destroy all PHI in Vendor name's possession stemming from this Agreement, and will not keep copies of the PHI except as requested by ODM or required by law. If Vendor name, its agent(s), or subcontractor(s) destroy any PHI, then Vendor name will provide to ODM documentation evidencing such destruction. Any PHI retained by Vendor name will continue to be extended the same protections set forth in this Section and HIPAA regulations for as long as it is maintained.

10. American Recovery and Reinvestment Act of 2009: Vendor name agrees to comply with the terms of Subtitle D of Title XIII of the American Recovery and Reinvestment Act of 2009.

11. These provisions shall survive the termination of this Contract.

ARTICLE XII - CONSTRUCTION

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be found to be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement is not affected thereby; provided, however, the absence of the illegal provision does not render the performance of the remainder of this Agreement impossible.

SIGNATURE PAGE FOLLOWS

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

OHIO DEPARTMENT OF MEDICAID
DATA SHARING AND CONFIDENTIALITY AGREEMENT
Signature Page

D-1415-00-0000

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the signature of the Director of the Ohio Department of Medicaid.

Vendor Name

Signature (Blue Ink Please)

Date

Address

Address

City, Zip, State

City, State, Zip

OHIO DEPARTMENT OF MEDICAID

John B. McCarthy, Director

Date

Model Revised 6/26/13

ATTACHMENT ELEVEN

DEPARTMENT OF ADMINISTRATIVE SERVICES STANDARD AFFIRMATION AND DISCLOSURE FORM EXECUTIVE ORDER 2011-12K

Governing the Expenditure of Public Funds on Offshore Services

All of the following provisions must be included in all invitations to bid, requests for proposals, state term schedules, multiple award contracts, requests for quotations, informal quotations, and statements of work.

This information is to be submitted as part of the response to any of the procurement methods listed.

CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE:

By the signature affixed to this response, the Bidder/Offeror affirms, understands and will abide by the requirements of Executive Order 2011-12K. If awarded a contract, the Bidder/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 Bidder/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 may subject the Bidder/Offeror to sanctions, termination or a damages assessment. If the Bidder/Offeror will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Name/Principal location of business of Contractor:

_____ _____
(Name) (Address, City, State, Zip)

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

_____ _____
(Name) (Address, City, State, Zip)

_____ _____
(Name) (Address, City, State, Zip)

2. Name/Location where services will be performed by Contractor:

_____ _____
(Name) (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

Contractor:

(Name)	(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)
(Name)	(Address, City, State, Zip)
(Name)	(Address, City, State, Zip)
(Name)	(Address, City, State, Zip)
(Name)	(Address, City, State, Zip)

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

(Name)	(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)
(Name)	(Address, City, State, Zip)
(Name)	(Address, City, State, Zip)
(Name)	(Address, City, State, Zip)
(Name)	(Address, City, State, Zip)

ATTACHMENT TWELVE

COST SUMMARY

Position Title	Cost	Weight	Weighted Cost (cost x weight)
Project Manager	**$**	**10**	**$**
Business Analyst	**$**	**5**	**$**
Systems Analyst	**$**	**5**	**$**
System Tester	**$**	**10**	**$**
		Total Evaluation Cost	