

REQUEST FOR PROPOSALS

RFP NUMBER: 0A1145
DATE ISSUED: January 21, 2015

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

ODOT Planning for OAKS Plus and CPMS

INQUIRY PERIOD BEGINS: January 21, 2015
INQUIRY PERIOD ENDS: February 11, 2015
OPENING DATE: February 18, 2015
OPENING TIME: 1:00 P.M.
OPENING LOCATION: Department of Administrative Services
I.T. Procurement Services
Bid Room
4200 Surface Road
Columbus, Ohio 43228

PRE-PROPOSAL CONFERENCE DATE: January 27, 2015 at 9:00 A.M.

This RFP consists of five parts and 11 attachments, totaling 74 consecutively numbered pages. A supplement is also attached to this RFP with a beginning header page and an ending trailer page. Please verify that you have a complete copy.

In lieu of taking exceptions to RFP requirements, including but not limited to terms and conditions, scope of work requirements, etc., or providing assumptions that may be unacceptable to the State, offerors are strongly encouraged to use the inquiry process in Part Three of the RFP.

PART ONE: EXECUTIVE SUMMARY

Purpose. This is a Request for Competitive Sealed Proposals (“RFP”) under Sections 125.071 and 125.18 of the Ohio Revised Code (the “Revised Code”) and Section 123:5-1-8 of the Ohio Administrative Code (the “Administrative Code”). The Department of Transportation has asked the Department of Administrative Services to solicit competitive sealed proposals (“Proposals”) for consulting services to assist with planning (initial analysis and scope recommendations, requirement development, fit-gap analysis, etc.) for several legacy systems that will be retired, (the “Work”), and this RFP is the result of that request.

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

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

Once awarded, the term of the Contract will be from the award date until the Work is completed to the satisfaction of the State and the Contractor is paid or June 30, 2015, whichever is sooner. The State may renew this Contract for up to four additional one-year term(s), subject to and contingent on the discretionary decision of the Ohio General Assembly to appropriate funds for this Contract in each new biennium. Any such renewal of all or part of the Contract also is subject to the satisfactory performance of the Contractor and the needs of the Department of Transportation.

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.

The Contractor and its subcontractors (if any) selected for the ODOT Planning for OAKS Plus and CPMS (Capital Program Management System) Contract will NOT be eligible to submit responses or participate as the Contractor or a subcontractor for any system implementation/integration RFPs resulting from the work in this Contract.

Background. The Ohio Department of Transportation (ODOT) is the lead state-level agency for planning and executing the transportation program for the State of Ohio, including highways, public transit, and aviation. As part of this role, ODOT is responsible for planning, designing, operating, and maintaining the interstate, national highway system and state highway system in Ohio, with counties and cities responsible for constructing and maintaining the local road systems within their jurisdictions. A transportation partner, the Ohio Rail Development Commission, has responsibility for rail policy at the state level in Ohio.

ODOT is one of the State of Ohio’s largest agencies, with a capital budget of \$2.3 billion and an operating budget of \$700 million in Fiscal Year 2013. It is divided into 12 district offices throughout the State with numerous county-level offices within each district. ODOT currently has approximately 5,000 employees and has undergone significant down-sizing since the mid-1990s.

ODOT’s mission is both diverse and complex. ODOT is responsible for managing the tenth largest roadway system in the United States, consisting of almost 49,000 lane miles (19,256 center-line miles). This includes the fourth largest interstate system in the nation with over 6,700 lane miles and the second largest network of bridges in the United States, with over 43,525 bridges statewide including 14,115 bridges on the State system.

Because of the large and complex nature of its mission, it is essential that ODOT effectively utilize information technology to leverage its scarce resources in terms of employees and available funding.

However, the current information systems' environment at ODOT, for the most part, is a fragmented collection of standalone or silo systems and processes which meet the needs of specific business areas.

ODOT has a number of systems which, understandably, were not developed in a comprehensive fashion or under one strategic vision. Some systems are old and not well-supported due to the age (and possible obsolescence) of software or people familiar with the systems (such as mainframe systems). Some systems were developed for an individual office or district and not designed to integrate with an overall architecture and some systems simply do not work well. In addition, there is limited data integration, resulting in some information being entered into multiple systems across different business units.

The current information technology environment limits ODOT's capacity to realize efficiencies in core areas such as business process streamlining and systems consolidation. In response, ODOT began taking steps to address this information systems deficit. Within the last three years, ODOT selected and either implemented or is currently implementing a number of industry leading solutions to address specific business requirements, including:

- Kronos for time management;
- Bentley InspectTech for bridge management;
- Deighton dTIMS for pavement management; and
- AgileAssets for fleet management, facilities management, and maintenance management.

ODOT also decommissioned its custom construction management system and replaced it with the AASHTOWare Project SiteManager™ product, which is used by a number of state departments of transportation. In addition, ODOT is deploying Esri Roads and Highways product to replace its aging roadway inventory and linear referencing systems. Likewise, ODOT is also interested in implementing an Enterprise Resource Planning (ERP) application to replace its legacy financial management and accounting applications in the near future.

While ODOT is clearly modernizing its technology footprint, the systems replacement efforts initiated to date have been done in response to the individual needs of specific business areas and not necessarily in the context of an overall enterprise-wide information systems strategy/plan.

To look at the technology needs of ODOT more holistically, ODOT commissioned an enterprise architecture project known as "Development of Strategic Enterprise Architecture Design for ODOT". The essential objective of an enterprise architecture is to inform, guide, and constrain the technology decisions of the enterprise and ensure technology decisions align with ODOT's business objectives.¹

The enterprise architecture research project was performed during 2013-2014 by eVision Partners, Inc. The resulting work product from this project is a Strategic Technology Plan (STP) which provides various recommendations in terms of information technology governance and organization and staffing and includes a five-year roadmap with a series of application projects and other technology initiatives to support ODOT's business needs.

As part of this research project, the research team identified various ODOT systems in use, systems marked for retirement, and systems under implementation. ODOT has many systems that have been in use for a long time. While some of these systems continue to meet their intended goals, there are others that do not meet ODOT's current or anticipated business requirements and need more maintenance than before.

Two key examples are Ellis, which is continually being updated to meet ODOT's requirements and Appropriations Accounting, which is a mainframe system that is difficult to maintain and does not tightly integrate with ODOT's other systems or the State of Ohio's financial and human resource management system of record, OAKS. It was the conclusion of the research team that both Appropriations Accounting and Ellis are, from a technical perspective, at end-of-life and should be considered for replacement as soon as possible.

¹ "Federal Chief Information Officer Council Definition of Enterprise Architecture," 1999

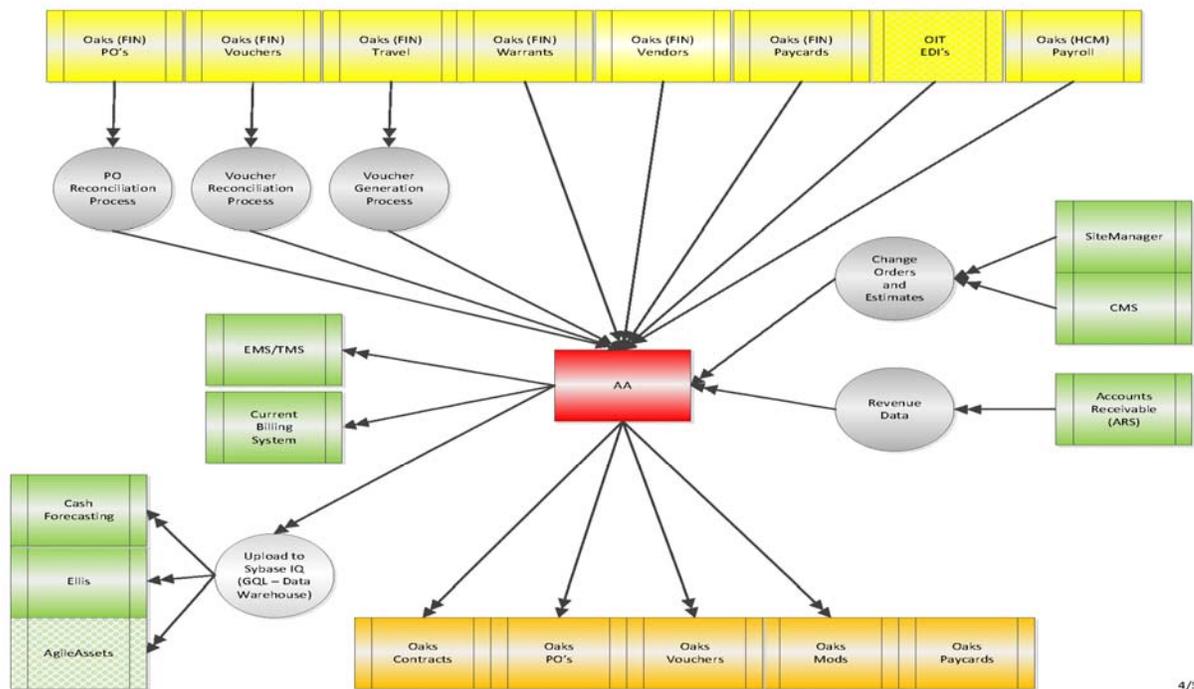
Additionally, as noted above, ODOT has recently selected a number of new systems to support various functions. The research team reported that the selected systems are market leaders and provide a robust set of capabilities. However, the research team found that these systems have been and are being implemented with limited interactions and integration between various systems which significantly limits the benefits ODOT receives through these systems both in terms of data to make more informed decisions and to reduce duplicate data entry tasks with corresponding inaccuracies. Examples of systems include EIMS/AgileAssets, Esri Roads and Highways, Deighton dTIMS, and InspectTech SMS.

Ohio Administrative Knowledge System (OAKS)

The State has made a significant investment in developing and deploying a PeopleSoft application suite, including Finance (FIN), Human Capital Management (HCM), Enterprise Performance Management (EPM), Enterprise Learning Management (ELM), Customer Relationship Management (CRM) and Portal that is known collectively as The Ohio Administrative Knowledge System (OAKS).

The deployment of this suite was completed in July 2008. It has been supported operationally by an OAKS Managed Services Vendor (MSV) since February of 2009 and governed by a Statement of Work including SLAs, in which the MSV is ultimately responsible for the ongoing management and performance of these applications. See Supplement 1 for additional OAKS information.

ODOT currently uses OAKS for its Human Resource functions. ODOT currently uses OAKS financials at a summary level and several other business functions, such as payroll and payments, are executed through OAKS which requires extensive interfaces between OAKS and ODOT's Appropriation Accounting (AA) application and Kronos. The following figure represents AA's interfaces with OAKS and various ODOT systems.



4/5/20

It was the conclusion of the research team that ODOT should implement an enhanced version of the State's existing OAKS system which includes additional PeopleSoft modules and other software enhancements to meet ODOT's core business requirements. It is understood that OAKS will require an expansion of functionality to support ODOT in the areas of project management, grant management, contract management, and Federal Highway Administration (FHWA) billing, at a

minimum. However, the research team concluded that utilizing an enhanced OAKS system, hereafter called OAKS Plus, to support ODOT could provide potentially significant cost benefits to ODOT.

Additionally, it was the conclusion of the research team that ODOT should use the non-financial functionality of OAKS to the maximum extent possible, such as human resource management, to replace ODOT-specific systems and interfaces, and that the implementation plan for the deployment of an OAKS Plus at ODOT should consider all of the existing functionality of OAKS, as well as the potential for implementing other PeopleSoft ERP modules that may be available as part of the recommended OAKS Plus system, which utilizes more of the capabilities of the PeopleSoft platform.

It was an additional conclusion of the research team that the recently deployed timekeeping and payroll processes, including payroll cost accounting processes, be reexamined in consideration of the expanded functionality of an ERP and the capability of other systems already deployed by ODOT.

Chief considerations include the major ODOT business functionalities that must be considered during the implementation, as well as principles and guidelines to adopt for a successful implementation.

Financial – Implementation of the OAKS Plus must ensure that all of the functionality of Appropriations Accounting be replaced as well as the functionality of the other satellite systems that support Appropriations Accounting and the business processes of ODOT. The system must integrate all financial processes and eliminate most if not all financial interfaces. The system must provide for direct linkages to the Federal Highway Administration systems for project authorizations and modifications, project billing, and program approval. The current OAKS system should be enhanced to provide the aforementioned FHWA linkages, as well as grants management, project management, and contracts management, vendor portals, etc.

Human Resources – Implementation of the OAKS Plus must maintain the functionality of the current ODOT processes and eliminate most, if not all, HR-related interfaces and uploads. Implementation of the ERP should replace standalone HR-related systems and include the interconnectivity to third-party systems that will remain and are required for human capital management. It should provide for faster access (real-time to the extent possible) to updates of employee data for use in other ODOT systems. It should also provide other human resource management functionality such as learning management, and workplace safety, incident, and discipline tracking.

Timekeeping rationalization – Directly related to the financial and HR functionality is the recently deployed timekeeping practices of ODOT that utilize Kronos and AgileAssets for cost accounting. It was recommended that the process be rationalized and possibly redesigned based on the functionality of Kronos and AgileAssets with the added functionality of an enhanced OAKS Plus system.

Logistics – Implementation of the OAKS Plus must include other modules that support the business functions of ODOT. The system must include an enterprise procurement or supplier resource management system. It should include inventory and warehouse management. Considerations should also be given to developing mobile solutions, as well as other functionality available through OAKS Plus.

Interconnectivity with other systems – It is imperative that implementation of the ERP system provide interconnectivity with other ODOT systems, such as CPMS, CPDS, EIMS/AgileAssets, Deighton dTIMS, InspectTech SMS, and Esri Roads and Highways. Ideally, the interconnectivity will be “real time” but where “real time” interconnectivity is not practical the reasons for not doing so should be explained and the interconnectivity mechanism defined.

Capital Program Management - Ellis, ODOT’s current program and project management system, was reported to lack many of the capabilities considered to be best practices in department of transportation program and project management systems. Some of the key gaps include:

- No automated interfaces with ODOT asset management systems to populate the system with potential candidate projects;
- No partner self-service capability to allow MPOs and other local agencies to enter candidate projects;
- No what-if analysis capabilities to model various system funding scenarios when preparing the STIP or the ODOT capital budget;
- No what-if analysis capabilities for local partners to utilize when developing their TIPs;
- Limited capital budgeting/forecasting and cash-flow management capabilities necessitating the use of off-system worksheets for this function;
- Limited interface points between Ellis and Appropriation Accounting; and
- Other limitations in the extent of capabilities available in Ellis which led to the need to develop other applications such as Federal Program Management for interactions with FMIS and ARMS to support management of the ODOT Research program.

The research team recommended the replacement of Ellis with a Capital Program Management System (CPMS) due to the number of functional gaps within Ellis. The CPMS as envisioned would be highly integrated with ODOT's asset management systems, the new Roadway Information Management System, and OAKS Plus, and serve as the control center for planning and managing ODOT's capital program. Candidate projects would be identified in ODOT's asset management systems or through other sources and interfaced into CPMS. Projects would be initially scoped in CPMS and the STIP and ODOT's annual construction program would be built and managed through CPMS. Project phases would be authorized with FHWA's FMIS application through CPMS and then initiated in OAKS Plus to support project budgeting and project costing. Project change requests (scope, schedule, and budget) would be submitted as needed and evaluated and managed within CPMS.

It was highly recommended that the requirements for CPMS be gathered in parallel with the requirements for the ERP because of the tight integration planned between OAKS Plus and CPMS. Following the requirements gathering process, a fit-gap analysis would be conducted to evaluate proposed solution elements for CPMS.

Capital Project Delivery System (CPDS) - ODOT recently initiated an effort to replace its existing Consultant Service/Consultant Evaluation System and intends to expand the scope of this current system beyond the consultant selection process and management of consultant contracts to a more fully functional project management system. ODOT staff, local partners, and consultants would utilize the project management system to manage the day-to-day execution of the planning, environmental, and design phases of work for an ODOT construction project. The system would also play a role in the right-of-way acquisition and utility relocation processes and be responsible for selection and management of consultant inspection resources during the Construction phase of work. Additional capabilities envisioned for this new system include integrated document management, project collaboration tools, and project scheduling tools.

In conjunction with OAKS Plus and CPMS, CPDS would help address gaps in ODOT's project management system capabilities in comparison to best practices. The primary responsibilities of the CPDS would include contract management, consultant evaluation, project scheduling, a common project repository, robust document management capabilities, and project team collaboration tools.

The research team recommended CPDS be implemented and is tightly integrated with both the CPMS and OAKS Plus using a combination of one or more off-the-shelf solutions to meet the requirements for an upgraded and enhanced consultant contract selection and management system. Consideration should be given to evaluating the capability to leverage other PeopleSoft modules such as Supplier Contract Management or the OAKS Oracle Primavera Unifier Capital Improvement (CI) application.

Conceptual Model – The research team presented a conceptual model similar to the one shown below of an OAKS Plus coupled with a new CPMS and CPDS, with other integrated systems mentioned above.



The final report for Development of Strategic Enterprise Architecture Design for ODOT is available at www.dot.state.oh.us/Divisions/Planning/SPR/Research/reportsandplans/Reports/2014/Aerial/134756_FR.pdf

Process Documentation and Process Reengineering – Since the issuance of the above mentioned report, ODOT has initiated process documentation and reengineering activities in the financial, program and project management, and human resource areas. Information from these efforts will be available to support future requirement gathering efforts.

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:

- Develop systems requirements and implementation strategies that, when implemented, will:
 - Eliminate ODOT legacy systems that are difficult to maintain;
 - Allow ODOT to retire its aging mainframe;
 - Create an environment that shares data between OAKS Plus and CPMS and other ODOT systems;
 - Provide enhanced functionality to replace many of ODOT's manual process; and
 - Enhances ODOT efficiency and effectiveness; and

- Enhances customer service through interagency data system access and customer self-service opportunities.

Additionally, the State is committed to improving the number of minority-owned enterprises that do business with the State of Ohio. A "minority-owned enterprise" is an individual, partnership, corporation or joint venture of any kind that is owned and controlled by U. S. Citizens and residents of Ohio, who are and have held themselves out as members of the following socially and economically disadvantaged groups: Blacks, American Indians, Hispanics and Asians.

The offeror must use its best efforts to seek and set aside 15% of the work for Ohio certified minority business enterprises (MBEs). The MBE must be certified by the Ohio Department of Administrative Services pursuant to ORC 123.151. For more information regarding MBE and MBE certification requirements please refer to the DAS Equal Opportunity Division Web site at:

<http://das.ohio.gov/Divisions/EqualOpportunity/MBEEDGECertification.aspx>

In addition, to search for Ohio MBE-Certified Providers, utilize the following search routine published on the DAS Equal Opportunity Division website:

- Select "MBE Certified Providers" as the EOD Search Area selection;
- On the subsequent screen, at minimum, select the appropriate Procurement Type, e.g., "Information Technology Service" as a search criterion;
- Select "Search"; and
- A list of Ohio MBE Certified Service Providers will be displayed.

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.

- Conduct a scoping analysis and develop recommendations to retire numerous ODOT legacy systems, and replace and enhance the functionality of those systems onto the Ohio Administrative Knowledge System (OAKS), as it is currently deployed and in consideration of an enhanced OAKS Plus and Capital Program Management System (CPMS) with added functionality from the software provider;
- Identify system requirements;
- Perform fit-gap analyses;
- Develop high-level implementation plans and business cases on deployment options; and
- Develop detailed implementation plans to deploy the new systems.

Additional work for this project (e.g., requirement development for future RFPs, agency support during systems integration, etc.) may be defined using the Interval Deliverable Agreement (IDA) model. The Contractor must work with designated State staff, to develop deliverables for each defined interval at any time during the Contract. The deliverables will be negotiated prior to the start of each interval and will be monitored throughout the interval and the life of the Contract. The State and the Contractor will agree in writing, during the course of the Contract, to specific work assignments, sub-deliverables, due dates, Contractor staffing requirements (based on positions and associated hourly rates in the Cost Summary Rate Card), State resources and the proposed deliverable agreement for the defined interval. A deliverable or sub-deliverable may be identified as a work product or hours toward completion of a work product. The IDA documents must be developed and submitted for State approval at least 30 days prior to the interval start date. An IDA is not effective until the State and Contractor have approved and signed the agreement. All IDA content (deliverables, including sub-deliverables, Work Breakdown Schedules (WBS) with due dates, etc.) will be amended to the Contract. IDAs are expected to be a combination of distinct projects, tasks, or reports and activities that will be consultative and billed on the basis of time and materials or as a deliverable completion as agreed to by the State and the Contractor.

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:	January 21, 2015
Inquiry Period Begins:	January 21, 2015
Pre-Proposal Conference Date:	January 27, 2015 at 9:00 a.m.
Inquiry Period Ends:	February 11, 2015, at 8:00 a.m.
Proposal Due Date:	February 25, 2015, at 11:00 a.m.
All Deliverables Due Date:	AUGUST 31, 2015

Estimated Dates

Award Date:	March 25, 2015
-------------	----------------

Estimated Work Dates

Work Begins:	April 13, 2015
--------------	----------------

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 11 attachments. The parts and attachments are listed below. There also may be one or more supplements to this RFP listed below.

Parts:

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

Attachments:

- | | |
|-------------------|---|
| Attachment One | Evaluation Criteria |
| Attachment Two | Work Requirements and Special Provisions |
| Attachment Three | Requirements for Proposals |
| Attachment Four | General Terms and Conditions |
| Attachment Five | Sample Contract |
| Attachment Six | Offeror Certification Form |
| Attachment Seven | Offeror Profile |
| Attachment Eight | Standard Affirmation and Disclosure Form, Executive Order 2011-12K |
| Attachment Nine | Sample Deliverable Submittal and Acceptance (Deliverable Sign-Off Form) |
| Attachment Ten | MBE Information |
| Attachment Eleven | Cost Summary |

Supplements:

Supplement 1 OAKS Overview

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:

Roni Rowe
Acquisition Analyst
Department of Administrative Services
Office of Information Technology
IT Enterprise Contracting
30 E. Broad Street, 39th Floor
Columbus, Ohio 43215

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

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

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

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

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

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

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

Pre-Proposal Conference. The State will hold a Pre-Proposal Conference on January 27, 2015 at 9:00 a.m. in room DOT CEN GB on the lower level, of the Ohio Department of Transportation building, 1980 West Broad Street, Columbus, OHIO 43223. The purpose of this conference is to discuss the RFP and the Work with prospective offerors and to allow them to ask questions arising from their initial review of this RFP. The Pre-Proposal Conference will be teleconferenced to allow prospective offerors to participate remotely. Prospective offerors desiring to participate in the pre-proposal conference by teleconference must email their intent to Roni.Rowe@ohio.gov by 5:00 pm on January 26, 2015. Details on dial-in information will be provided to offerors that email their intent to participate by teleconference.

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

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

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

When an amendment to this RFP is necessary, the State may extend the Proposal due date through an announcement on the State Procurement Website. The State may issue amendment announcements any time 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 **nine** copies of the technical section, and the package with the cost section also must be sealed and contain **two** complete copies of the cost section of the Proposal. Further, the offeror must mark the outside of each package with either “**ODOT Planning for OAKS Plus and CPMS RFP – Technical Proposal**” or “**ODOT Planning for OAKS Plus and CPMS 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. (Columbus, Ohio local time) on the Proposal due date. Proposals submitted by email, fax, or other electronic means are not acceptable, and the State may reject them. Offerors must submit their Proposals to:

Department of Administrative Services
General Services Division
Attn: Bid Desk
4200 Surface Road
Columbus, Ohio 43228-1313

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.

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.

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.

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.

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 evaluation scoring 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, 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 offeror 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, or on a mutually agreed start date, under the Contract. If the State awards a Contract pursuant to this RFP, and the Contractor is unable or unwilling to perform the Work, 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 Contractor's failure to perform under the Contract.

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

1. The one-page Contract (Attachment Five) in its final form; and
2. The State's ODOT Planning for OAKS Plus and CPMS Contract dated <MONTH, DAY, 201X> which includes the referenced RFP, and the Best and Final Offer (BAFO).

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

ATTACHMENT ONE: EVALUATION CRITERIA

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

Mandatory Requirements	Reject	Accept
<p>The offeror must demonstrate experience successfully developing system requirements or performing independent project oversight or system integration in the areas of enterprise resource planning, financial management and capital program and project management business process systems for at least one state-level transportation agency within the last five (5) years.</p> <p>To demonstrate this experience, the offeror must include at least one reference but not more than five references. If more than five references are provided, only the first five listed will be used for scoring.</p>		
<p>The offeror must demonstrate experience successfully developing system requirements, performing independent project oversight or performing the system implementation or upgrade services with PeopleSoft version 9.0 or higher based financial management business processes and systems for at least one state-level transportation agency within the last five (5) years.</p> <p>To demonstrate this experience, the offeror must include at least one reference but not more than five. If more than five references are provided, only the first five listed will be used for scoring.</p>		

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

Scored Criteria	Weight	Does Not Meet	Partially Meets	Meets	Exceeds
OFFEROR REQUIREMENTS					
<p>The offeror must demonstrate experience successfully developing system requirements or performing independent project oversight or system integration in the areas of enterprise resource planning, financial management, and capital program and project management business process systems for at least one state-level transportation agency within the last five (5) years.</p> <p>To demonstrate this experience, the offeror must include at least one reference but not more than five. If more than five references are provided, only the first five listed will be used for scoring.</p>	5	n/a	2	5	7

Scored Criteria	Weight	Does Not Meet	Partially Meets	Meets	Exceeds
<p>The offeror must demonstrate experience successfully developing system requirements, performing independent project oversight or performing the system implementation or upgrade services with PeopleSoft version 9.0 or higher based financial management business processes and systems for at least one state-level transportation agency within the last five (5) years.</p> <p>To demonstrate this experience, the offeror must include at least one reference but not more than five. If more than five references are provided, only the first five listed will be used for scoring.</p>	5	n/a	2	5	7
<p>The offeror must have experience in developing financial systems requirements or leading financial systems integration projects at a state transportation agency or a governmental transportation agency that receives funding directly from FHWA within the last five (5) years.</p> <p>To demonstrate this experience, the offeror must include at least one reference but not more than five. If more than five references are provided, only the first five listed will be used for scoring.</p>	4	0	2	5	7
<p>The offeror must have experience in developing transportation program management requirements or leading transportation program management systems integration projects at a state transportation agency or a governmental transportation agency that receives funding directly from FHWA within the last five (5) years.</p> <p>To demonstrate this experience, the offeror must include at least one reference but not more than five. If more than five references are provided, only the first five listed will be used for scoring.</p>	3	0	2	5	7
<p>The offeror must have experience in developing project management systems requirements or leading project management systems integration projects at a state transportation agency or a governmental transportation agency that develops more than 250 projects per year within the last five (5) years.</p>	3	0	2	5	7

Scored Criteria	Weight	Does Not Meet	Partially Meets	Meets	Exceeds
To demonstrate this experience, the offeror must include at least one reference but not more than five. If more than five references are provided, only the first five listed will be used for scoring.					
PROJECT REQUIREMENTS					
Project Management	15	0	2	5	7
Staff Plan	20	0	2	5	7
PROPOSED SOLUTION					
Initial Analysis Including Scope Recommendation	5	0	2	5	7
Define Systems Requirements	15	0	2	5	7
Fit Gap analysis	10	0	2	5	7
System Rationalization	5	0	2	5	7
Deliverables Alignment	5	0	2	5	7
Develop OAKS Plus and CPMS Implementation Plans	5	0	2	5	7

Evaluation Scoring. 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	20%
MBE Set-aside	10%

The State is committed to making more State contracts, services, benefits and opportunities available to minority business enterprises (MBE). To foster this commitment, the State included an MBE Set-aside component in the Evaluation Scoring Formula (shown above) of this RFP.

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 200 points. The remaining offerors will receive a percentage of the maximum cost points available based upon the following formula:

Cost Summary Points = (Lowest Offeror's Not-To-Exceed Fixed Price / Offeror's Not-To-Exceed Fixed Price) X 200

The offeror with the highest proposed MBE Set-aside Cost percentage will receive 100 points respectively. The remaining offerors will receive a percentage of the maximum MBE Set-aside points available based upon the following formula:

MBE Set-aside Points = (Highest MBE Set-aside Cost Percentage/ Offeror's MBE Set-aside Cost Percentage) x 100

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

Total Points Score = Technical Proposal Points + Cost Summary Points + MBE Set-aside 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").

The Contractor must provide technical and analytical services on a deliverable basis, to assist and support the State. The requirements of each deliverable are described as well as general responsibilities pertaining to overall project delivery and execution. Offerors must demonstrate their understanding of the required Work and their experience in delivery of similar work products, activities and deliverables for comparable endeavors. Offerors must demonstrate their ability to perform the required Work as part of their response.

Project Timing. The projected timeframe for this engagement is a 4-5 months effort. **However, all work must be completed and deliverables submitted in time to be reviewed and acceptance by August 31, 2015.**

Non-Disclosure Agreement. Both candidate and Contractor will be required to sign a non-disclosure agreement. The agreement prevents the disclosure of any data obtained while on the engagement, which can be used to personally identify any parties at any time, either during or after the engagement.

Scope of Work. The following tasks and deliverables represent Work the Contractor must perform to successfully complete the ODOT Planning for OAKS Plus and CPMS project.

Document Convention and Deliverable Identification. All items in this document that are marked with a red star (★) shall be considered formal deliverables and be subject to the State's deliverable acceptance process described in the **Submittal of Deliverables** section in Attachment 2, Part 2 of this RFP.

Submittal of Deliverables

Contractor Responsibilities and Deliverables

1. Overall and Ongoing Project Management

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

The Contractor must provide a dedicated Project Manager for the Project. This Project Manager and appropriate staff must work on-site at a designated State office. The Contractor must employ the proposed Project Manager as a regular, fulltime employee on the Proposal submission date and throughout the term of the Contract.

Throughout the project the ODOT Project Director, the Project Steering Committee, ODOT employees, and ODOT's Strategic Technology Plan contractor, eVision Partners, Inc. will monitor project activities and review deliverables to ensure that they are produced consistent with the methodology of the Proposal and with acceptable detail and quality.

The Contractor's Project Management responsibilities include, at a minimum;

- Project Mobilization Effort;

- Kickoff Meeting;
- Development and maintenance of the overall Project Plan;
 - Updated (mutually agreed to and accepted) Project Plan
 - Work Breakdown Structure (Project Schedule)
- On-Going Project Management Activities and Documentation
 - Project Team Member List
 - Communication Plan
 - Resource Management Plan
 - Risks, Action Items, Issues and Decisions Logs
 - Change Request Process and Log
 - Quality Assurance Approach
 - Manage and Maintain All Project Documentation, Deliverables and Information
 - Weekly Project Status Meetings with Agenda and Meeting Minutes
 - Bi-weekly Project Status Reports

Mobilization Effort. The Contractor will initiate the project with a mobilization effort for the first ten business days of the project, followed by the project kick-off event. This effort will focus on planning, processes and project methodologies. The goal will be to discuss and understand the Contractor's proposed practices, methodologies and recommendations concerning the project.

The Contractor must meet with the State to:

- Build and promote joint awareness of the project, timing, State preferences and State Stakeholder communications and interaction model
- Become familiar with ODOT initiatives; and
- Establish the Project team(s) that will support the Work in each of the Project Deliverables.

Kickoff Meeting. The Contractor must plan and conduct a Project Kickoff Meeting presentation to the project team members (Contractor and State staff), the Steering Committee, internal State stakeholders and, if needed, external constituencies after the mobilization effort. At a minimum, the presentation must include a high level overview of the following:

- Project scope and schedule;
- Goals of the Project;
- Methodology, approach and tools to achieve the goals;
- Roles, responsibilities and team expectations;
- Tasks, Deliverables and significant work products; and
- Milestones.

Project Plan Development and Management. The Contractor must submit and present for feedback an updated Project Plan, in Microsoft Project, to the ODOT Project Director for review and approval as part of the mobilization effort.

The Contractor must participate in a planning session which ensures the following:

- A common understanding of the Project Plan has been established;
- A common vision of all Deliverables has been established; and
- Clarity on scope of overall Project and the responsibilities of the Contractor has been defined and agreed to by the State.

The Project Plan must include a Work Breakdown Structure (WBS) and Schedule, in electronic (Microsoft Project®) and paper form, timeline for tasks, resource assignments, dependencies, milestones, and deliverables with designated accountability for each. The Contractor must ensure the Project Plan allows adequate time for the State's review, commentary, and approval on all deliverables. At the time of delivery of the Project Plan and WBS, the Contractor must clearly identify resources that are needed from

the State to support timely execution of the Project tasks and activities. This Project Plan must be maintained on an ongoing basis by the Contractor and updated biweekly.

Acceptance criteria for Deliverables will be documented during the Mobilization Effort by the Contractor and approved by the State prior to the Contractor beginning work on such Project Plan and Deliverables.

Project Management Activities. After the Project Plan has been approved by the State, the Contractor must, on an ongoing basis:

- Formally update the Project Plan, including WBS and schedule, and provide the updated Project Plan as part of its reporting requirements during the Project;
- Create Project team member list. The list will include the names and roles and responsibilities of all the Contractor and State team members.
- Develop the Project Communication Plan and work with State representatives to execute the communication activities. The Contractor shall be responsible for the communication activities including planning, scheduling and reporting.
- Work with the ODOT Project Director to identify, assess, address, and monitor risks and issues to the project. Risk and Issues Management and Resolution documentation must be posted and maintained on the ODOT Project SharePoint site.
- Work with the ODOT Project Director to identify, assess, address, and monitor project action items and decisions. Action Item / Decision Tracking and Management documentation must be posted and maintained on the ODOT Project SharePoint site.
- Develop a Resource Management Plan that identifies all roles and responsibilities on the Project. Provide all resource management and administrative support for its staff and activities. The Contractor's Project Manager must work with the assigned ODOT Project Director to manage needs, expectations, requests, and assignments for State's internal resources. The resource management plan should include roles for all State and Contractor staff.
- Work with the ODOT Project Director and IT resources on Change Requests and control per the Changes section of the RFP. The Contractor will be expected to bring a suggested plan and approach for fielding, prioritizing, and managing requests. In general, the approach used should balance the incremental value and/or necessity of the change versus incremental costs and impact on the roll-out timeline and resources. The Change Requests must be logged, tracked, and maintained.
- Provide and execute a Quality Assurance approach and plan to assure high-quality Deliverables.
- Manage and maintain all Project documentation and Information. The Contractor must maintain all the project documentation and information on the ODOT Project SharePoint site.
- Adhere to the following meeting attendance and reporting requirements:
 - Immediate Reporting - The Contractor Project Manager or a designee must immediately report any material project plan, scope, staffing, budgetary or risk profile changes for the Project to the ODOT Project Director (see: Attachment Four: Part Two: Replacement Personnel).
 - Weekly Status Meetings - The Contractor Project Manager must conduct weekly status meetings with the ODOT Project Director and other Project team members deemed necessary. The meetings will follow an agreed upon agenda and allow the Contractor and the State to discuss the week's accomplishments and issues.
 - These meetings will be scheduled with the Project team members using MS Outlook. The Contractor must publish the meeting agenda at least 24 hours prior to the start of the meeting and post the meeting minutes within 48 hours after the meeting.
 - Prepare bi-weekly Status Reports - During the Project, the Contractor must submit an electronic bi-weekly status report, in a format agreeable to the State, to the ODOT Project Director on a mutually agreed upon day. At a minimum, bi-weekly status reports must contain the following:
 - A description of the overall completion status of the Project in terms of the approved Project Plan;
 - Updated Project schedule;
 - The plans for activities scheduled for the next month;

- The status of any Deliverables;
 - Time ahead or behind schedule for applicable tasks;
 - Updated issue management report;
 - A risk analysis of actual and perceived problems along with their suggested mitigations; and
 - Strategic changes to the Project Plan, if any.
- Actively contribute to the planning, development, and execution of periodic status meetings with the Project sponsors / Steering Committee (Stakeholders). The ODOT Project Director or delegate will take primary responsibility. Exact meeting frequency to be determined upon development of the Project Communication Plan, but are expected to occur no more than bi-weekly.

NOTE: Weekly Status Reports do not require a Deliverable review cycle

2. Initial Analysis Including Scope Recommendations

The Contractor must perform an initial analysis of the following functional areas. The Contractor will assume that all of the activities in the functional area will be in the scope recommendations of OAKS Plus and CPMS. In the initial analysis, the Contractor will review the ODOT systems that support the functional areas. Should the Contractor recommend functional activities that should not be included in the OAKS Plus and CPMS project scope, the Contractor must provide documentation to support that recommendation. The project scope recommendations must include such items as strategy and approach about various alternatives:

- a) Financial Management – budget development, budgetary control, evaluation of budget scenarios and analysis, cash-flow forecasting, general ledger, accounts payable, accounts receivables and billing, vendor portal, cost accounting and allocation, financial reporting, grants management, asset accounting, GASB compliance, travel authorization and reimbursement, procurement card, FHWA Federal-Aid authorization, modification and billing, cash management, debt management, infrastructure bank management, and project systems.
- b) Procurement and Logistics – solicitations, electronic procurement, vendor self-service, contracts management, warehouse inventory, fleet management, facilities management, fixed assets, real estate management (state owned real estate), and work management.
- c) Human Resources and Payroll – position control, personnel administration, payroll administration, time collection, employees relations and performance management, benefits management, recruitment and applicant services, learning management, time reporting, employee leave accounting, manager self-services, employee self-service, and workplace safety management.
- d) Capital Program Management - identification of candidate projects with linkage to ODOT transportation asset management systems, evaluation of budget scenarios and analysis of capital projects and programs, scoping and screening of candidate projects, cash-flow forecasting, evaluation and prioritization of candidate projects, portfolio management, federal funds management, tracking of project budget performance by phase, STIP preparation and management, tracking of project schedule performance against key milestone dates, portfolio management, project authorization and budgeting, performance management for capital program delivery, project change requests, management reporting and analysis.
- e) Capital Project Delivery - contract management, consultant evaluation, project scheduling, common project repository, project document management capabilities, project team collaboration tools, and project management.

The Contractor must work with ODOT and the Department of Administrative Services, Office of Information Technology (OIT) to ascertain whether other ODOT applications will interface into the OAKS Plus and CPMS solution or will be eliminated and users directly access the OAKS Plus and CPMS system. The Contractor must provide strategic recommendations as to exclusion/inclusion of other systems' functionality with OAKS Plus and CPMS (e.g., integrate to OAKS Plus, replace system, or "hybrid" approach).

★ Deliverable 1: OAKS Plus and CPMS Strategy Document

3. Define Systems Requirements

Upon approval of the OAKS Plus and CPMS Strategy Document, the Contractor must conduct facilitated requirements gathering sessions with representative subject matter experts from ODOT business owners, OIT, ODOT IT management and technologists that support existing administrative systems to define the detailed requirements necessary for ODOT to transition to the OAKS Plus and CPMS system. The Contractor will be provided and utilize information gathered during ODOT's process documentation and reengineering activities where available. The Contractor must also utilize best practices that have been deployed in other state transportation agencies.

The Contractor must be guided by a "configure not customize" philosophy which means that whenever possible the systems will be deployed by configuring commercially available software systems to meet the business needs of ODOT while not customizing the systems to be specific to ODOT. When customization is recommended, the rationale for why the delivered software functionality cannot be utilized must be provided. In addition to process reengineering activities initiated by ODOT, the Contractor must consider business process reengineering based on best practices and software capabilities in the development of the requirements which could improve the internal processes, gain efficiencies, and improve quality of results.

The Contractor must document six types of requirements for the State as follows:

- a) **Functional Requirements** - Functional requirements include the required business-centric capabilities and needs of all functional areas. The Contractor must develop the functional system requirements in accordance with the best business practices commonly found in commercially-available ERP systems. The functional requirements must be organized logically by major business process and sub-process and will become the foundation for subsequent functional specifications. These requirements will be developed in a matrix format to facilitate inclusion in future statements of work and implementation plans.
- b) **General Requirements** - General requirements include capabilities that cut across functional areas, such as ease of use; common look and feel; security; work flow; audit trails; archiving; document management and the capability to integrate with remaining ODOT systems such as EIMS (AgileAssets), ProjectWise, AASHTOWare, asset management systems, and provide capability to integrate ODOT's enterprise Geographic Information System (GIS); and users self-service, online help and documentation, among others;
- c) **Technical Requirements** - Technical requirements include all of the technology-specific requirements for the OAKS Plus and CPMS solution, including technical architecture; system performance; supported operating systems and browsers; user-friendly data entry interfaces; enterprise architecture integration capabilities; data integration (e.g., financials, procurement, human resources, GIS, assets, program, project, etc.); extract, transform and load tools; system and database tools; supportability and scalability; configurability; and technical documentation, among others;
- d) **Interfacing Systems Requirements** – Interfacing requirements will be detailed based on the ODOT systems to remain after the deployment of OAKS Plus and CPMS so as to ensure an integrated enterprise solution that meets the needs of ODOT.

- e) Data Conversion Requirements - To identify data conversion requirements, the Contractor must work with ODOT and OIT to develop a tentative data conversion strategy (e.g., determining static data and beginning balances vs historical data) and identify and document major data conversion requirements for the new OAKS Plus and CPMS system, including anticipated data volumes and source/target systems.
- f) Management Analysis and Reporting Requirements - Management analysis and reporting requirements include user requirements for a robust, easy to use reporting environment that include integration of all functional areas. These requirements must include both standard reports identified by ODOT and in production with the system go-live date as well as ad hoc reporting capabilities. The capability to integrate with GIS to provide for spatially-based queries and reports will also be included in these requirements.

★ **Deliverable 2: OAKS Plus and CPMS Requirements Document**

4. Fit-Gap Analysis

The Contractor must compare the developed detailed ODOT systems and interface requirements with the functionality that currently exists in OAKS and identify gaps between the current functionality of OAKS and the ODOT requirements. For those identified gaps in functionality the Contractor must compare the detailed ODOT requirements to functionality available in PeopleSoft modules not currently utilized in OAKS and shall identify which additional modules should be deployed. For those requirements which cannot be provided through OAKS or with additional modules of PeopleSoft, the Contractor must compare those detailed ODOT requirements with the functionality available in PeopleSoft “sister” systems and other third-party systems which could be configured and deployed to meet the required functionality.

★ **Deliverable 3: OAKS Plus and CPMS Fit-Gap Analysis Document**

5. System Rationalization

During the system rationalization activity the ODOT leadership will evaluate deployment options and choose a deployment option. Those options will include:

- The OAKS Plus project will include all ODOT detailed requirements including the deployment of CPMS and CPDS;
- The OAKS Plus project will include all requirements except for CPMS and CPDS. In this case, the ODOT system requirements will require modification so as to integrate the deployed OAKS Plus system with ODOT’s existing program management system, Ellis. The requirements for CPMS and CPDS will be retained for the future deployment of the new systems;
- An alternate deployment option.

To facilitate this decision, the Contractor must prepare high level implementation plans and develop business cases including cost estimates and high level benefits for each option. At a minimum the high level implementation plan must show the sequencing of the primary project components, the interrelationship of these components, and projected costs by state fiscal year. If the Contractor proposes an alternate deployment option the Contractor must develop a description, a high level implementation plan and a business case. If ODOT were to suggest consideration of an alternate option, the Contractor must support the agency’s consideration with high level implementation plans and business cases as necessary.

Upon completion of the high level implementation plans and business cases the Contractor must recommend a deployment option to the ODOT leadership.

The Contractor must conduct a system rationalization workshop lasting up to one day to fully explain each of the high level implementation plans and business cases and recommendations. The Contractor must assist as needed in facilitating ODOT discussions.

★ **Deliverable 4: High Level Implementation Plan and Business Case for Each Option**

★ **Deliverable 5: Vendor Deployment Recommendation; and**

★ **Deliverable 6: System Rationalization Workshop.**

6. Deliverables Alignment

Upon the ODOT leadership's selection of a deployment option, the Contractor must revise the OAKS Plus and CPMS Strategy Document, the OAKS Plus and CPMS Requirements Document and, the OAKS Plus and CPMS Fit-Gap Analysis Document that were previously submitted to align with the selected deployment option. The revised documents will be used to guide the development of statements of work, detailed implementation plans and agreements for systems integration efforts.

★ **Deliverable 7: Revised OAKS Plus and CPMS Strategy Document**

★ **Deliverable 8: Revised OAKS Plus and CPMS Requirements Document**

★ **Deliverable 9: Revised OAKS Plus and CPMS Fit-Gap Analysis Document**

7. Develop OAKS Plus and CPMS Implementation Plans

The Contractor must work with the ODOT project sponsors and OIT to formulate strategies for the system deployment including implementation/integration services and any software acquisitions required to successfully implement the systems. Once developed and approved, the Contractor must use those strategies to develop a detailed implementation plan. At a minimum, the detailed implementation plan will include the key work activities and timelines to the phase, task and subtask levels; the types of resources needed to complete the tasks (including ODOT, OIT, OAKS systems integrator, other systems integrator staff, other third party staff, etc.), a staff loading summary by types of resources at the phase level, and costing by state fiscal year. Should the approved strategy divide the OAKS Plus and CPMS project into two or more major projects, each of the detailed implementation plan requirements must be produced for each major project, and an overall OAKS Plus and CPMS implementation plan must demonstrate the interrelationship between the major projects.

★ **Deliverable 10: OAKS Plus and CPMS Implementation Plan**

8. Project Close Out

The Contractor must organize and turn over to the State, in an acceptable electronic form, all files, documents and other Project artifacts produced for use by the Project within 90 days after acceptance of the final Project Deliverable.

Optional

At the State's discretion, the State may engage the Contractor for follow on work that results from the activities in this RFP. The State may complete any follow on work using the Contractor staff, in-house staff or third party contract staff. If the Contractor staff is selected to complete the follow on work, the State may use the Interval Deliverable Agreement (IDA) process described herein to define the scope.

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

Work Hours and Conditions. The State shall be available to participate in the Project during normal business hours Monday through Friday (generally 7:00am to 5:00pm) during non-State holidays. The Offeror shall indicate, as part of its response, any dependencies on the State by way of work location, hours outside those indicated or any other project delivery work, location or conditions requirements.

Project Location. The State will provide Contractor work space at the ODOT Central Office located at 1980 W. Broad Street, Columbus, Ohio 43223. Any work requiring assistance from State staff or completion by State staff will be performed at a State location. The State will provide Internet connection and printer access. The Contractor will be required to provide laptop and phone service for their staff.

There may be cases where sessions and/or meetings are needed with individuals not based at ODOT Central Office. In this case, work may take place at ODOT District Offices or County Offices where ODOT PC's and users are located or any other Ohio location deemed appropriate.

STATE ROLES AND RESPONSIBILITIES

The following State personnel will be available during the Project.

State Project Steering Committee

Provides project oversight and guidance to the ODOT Project Director and project team.

ODOT Project Director

Provides leadership and management of the state project team and coordinates the activities of project team members for the review and approval of deliverables. Provides project direction and serves as first point of contact for the Contractor.

State Project Team

Composed of project team leaders and members, the project team serves as subject matter experts (SMEs) in their respective areas and participates in the Project, as needed,

CONTRACTOR ROLES AND RESPONSIBILITIES

The following Contractor roles and responsibilities are critical to the success of the Project. At a minimum, the Contractor's staffing plan must include a name for the Project Manager ('Key Project Personnel') and any other offeror designated Key Project Personnel and their assigned role.

A. Project Manager

Role: The Contractor Project Manager (PM) must be full-time and provide project management oversight for the Contractor team through completion of the Project.

Responsibilities

- Works with the ODOT Project Director to create and manage the Project Plan and Schedule
- Manages the Contractor Project Team Members
- Manages overall quality and timeliness of Deliverables
- Manages Project issues and risks
- Point of escalation for Project issues
- Coordinates deliverable acceptance process with the State

Qualifications

1. Experience as the full-time Project Manager on a minimum of two projects responsible for system requirements development, or performing independent project oversight or systems integration at a state or regional level transportation agency.
2. Experience following a standard PM methodology and in using various project management tools (e.g., MS Project Suite, Project Workbench) developing project plans, defining tasks and tracking timelines and resources on a minimum of two projects of similar size and complexity.

3. Full-time employee of the offeror or sub-contractor;

B. Functional Lead - Finance

Role: The Functional Lead - Finance must be full-time and coordinate project activities in the finance area with Contractor team and the ODOT Project Director and State Finance Team Leader through completion of the Project.

Responsibilities

- Works with the Contractor team, ODOT Project Director and State Finance Team Leader on project activities in the finance area
- Leads requirements definition and conduct of fit-gap analysis for financial processes
- Manages the Contractor Project Team Members in the finance area
- Manages overall quality and timeliness of Deliverables in the finance area
- Manages Project issues and risks in the finance area

Qualifications

1. Experience as the finance functional lead or equivalent on a minimum of two public sector ERP projects including financial systems requirements development, or performing independent project oversight or systems integration; preferably in PeopleSoft and for a state-level transportation agency
2. Full-time employee of the offeror or sub-contractor;

C. Functional Lead – Program and Project Management

Role: The Functional Lead – Program and Project Management must be full-time and coordinate project activities in the program and project management area with Contractor team and the ODOT Project Director and State Program and Project Management Team Leader through completion of the Project.

Responsibilities

- Works with the Contractor team, ODOT Project Director and State Program and Project Management Team Leader on project activities in the program and project management area
- Leads requirements definition and conduct of fit-gap analysis for program and project management processes
- Manages the Contractor Project Team Members in the program and project management area
- Manages overall quality and timeliness of Deliverables in the program and project management area
- Manages Project issues and risks in the program and project management area

Qualifications

1. Experience as the program and project management functional lead or equivalent on a minimum of two public sector ERP projects including program and project management systems requirements development, or performing independent project oversight or systems integration; preferably for a state-level transportation agency
2. Full-time employee of the offeror or sub-contractor;

D. Functional Lead – Human Resources

Role: The Functional Lead – Human Resources (HR) must coordinate project activities in the HR area with Contractor team and the ODOT Project Director and State HR Team Leader through completion of the Project.

Responsibilities

- Works with the Contractor team, ODOT Project Director and State HR Team Leader on project activities in the HR area
- Leads requirements definition and conduct of fit-gap analysis for HR processes
- Manages the Contractor Project Team Members in the HR area
- Manages overall quality and timeliness of Deliverables in the HR area
- Manages Project issues and risks in the HR area

Qualifications

1. Experience as the HR functional lead or equivalent on a minimum of two public sector ERP projects including HR systems requirements development, or performing independent project oversight or systems integration; preferably in PeopleSoft and for a state-level agency
2. Full-time employee of the offeror or sub-contractor;

PART TWO: SPECIAL PROVISIONS

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

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

The Contractor must provide all Deliverables to the ODOT Project Director, who will review (or delegate review of) the materials or documents within a reasonable time after receipt, as specified in the Project Plan.

Should the Contractor determine that the State’s review of Deliverables or Work products will impact the Contractor’s ability to execute the Project in accordance with the agreed and established Project Plan, the Contractor shall notify the State promptly with a request for expedited review of Deliverables or Work products. In no case shall expedited review be requested under circumstances that are within the Contractor’s direct control or as they relate to Deliverables deemed deficient by the State for good reason.

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

If the State agrees the Deliverable is compliant, the ODOT Project Director will sign a Deliverable/Milestone Submittal Form (Attachment Nine) and return a copy to the Contractor. In addition, if the ODOT Project Director or designee determines that the State should make a payment associated with the Deliverable, the ODOT Project Director will indicate that the payment should be made on the Deliverable Submittal Form.

The State form authorizing payment and the payment itself do not indicate that the State has accepted the Deliverables associated with the payment.

Inconsistencies between Contract and Deliverables. Any terms and conditions that may be incorporated in a Contractor created Deliverable, work product, assumption, responsibility or activity that are inconsistent or conflicts with the Contract, the Contract shall prevail.

The Contractor’s Fee Structure. The Contract award will be for a Total Not-To-Exceed Fixed Cost, identified in Contractor’s Cost Summary, a Microsoft Excel® Workbook (Attachment 10) native format. The project will be payable in accordance with the table below after acceptance of the Deliverable(s) associated with the payment Milestone.

Payment Milestone	Deliverable	Payments (Payments will be based on the designated percentage of the Total Not-To-Exceed Fixed Cost)
Initial Analysis including	1. OAKS Plus ERP and CPMS Strategy Document	15%

Payment Milestone	Deliverable	Payments (Payments will be based on the designated percentage of the Total Not-To-Exceed Fixed Cost)
Scope Recommendation		
Define System Requirements	2. OAKS Plus ERP and CPMS Requirements Document	30%
Fit-Gap Analysis	3. OAKS Plus and CPMS Fit-Gap Analysis Document	20%
System Rationalization	4. High Level Implementation Plan and Business Case for Each Option 5. Vendor Deployment Recommendation 6. System Rationalization Workshop	10%
Deliverables alignment	7. Revised OAKS Plus ERP and CPMS Strategy 8. Revised OAKS Plus ERP and CPMS Requirements 9. Revised OAKS Plus ERP and CPMS Fit-Gap Analysis	5%
Develop OAKS Plus ERP Implementation Plans	10. OAKS Plus and CPMS Implementation Plan	5%
Acceptance of All Deliverables	11. Project Close Out	15%

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

MBE Set-aside and Reporting. In the State's commitment to make more State contracts, services, benefits and opportunities available to minority business enterprises (MBE), the State included in the Evaluation Scoring Formula of this RFP, a provision for the offeror to seek and set aside work for MBEs. The work set aside should equate to a minimum of 15% of the Offeror's cost proposal under RFP 0A1145. In seeking bids, the Offeror must:

- Utilize a competitive process to which only Ohio certified MBEs may respond;
- Issue the set aside competition to a minimum of three Ohio certified MBEs;
- Have established criteria by which prospective MBEs will be evaluated including business ability and specific experience related to the work requirements;
- Require the MBE to maintain their certification throughout the term of the Contract, including any renewals; and
- Propose the awarded MBE as a subcontractor under RFP 0A1145.

After award of the RFP, the Contractor must submit a monthly report to the ODOT Contract Manager or designee documenting the work performed by and payments made to the MBE. These reports must

reflect the level of MBE commitment agreed to in the Contract. The reports must be filed at a time and in a form prescribed by the Contract Manager or designee.

Reimbursable Expenses. None

Bill to Address. ODOT Division of Information Technology
1980 West Broad Street
ATTN: Bill Taylor
Mailstop 2400
Columbus, Ohio 43223

Location of Data. The Contractor must perform all work on the Project and keep all State data within the United States, and the State may reject any Proposal that proposes to do any work or make State data available outside the United States. The State also may reject any Proposal for which the Contractor has not submitted the affirmation and disclosure form EXECUTIVE ORDER 2011-12K representing that it will ensure that all work on the Project will be done within the United States and that all State data will remain in the United States. Additionally, the Contractor must provide written notification for approval if at any time the location of work or data changes.

Interval Deliverable Agreement (IDA). The State may use the Interval Deliverable Agreement (IDA) model for Project work identified during the life of the Contract that cannot be defined to the appropriate level of detail during the RFP process. The Contractor must work with designated State staff to develop the deliverables and identify all work for each IDA. Deliverables or sub-deliverables will be defined prior to the start of each designated interval, and monitored throughout the designated interval and the life of the Contract. The IDAs will be identified and agreed to at least 30 days in advance of the beginning of the interval. For each IDA, the State and the Contractor will agree, in writing, to specific deliverables, work assignments, sub-deliverables, services to be provided using time and materials, the length of the interval, due dates, and Contractor staffing requirements based on positions and not-to-exceed hourly rates quoted in the Rate Card on the Cost Summary. The IDA is not effective until the State and Contractor have signed the agreement and a purchase order is issued to the Contractor. The agreed-upon IDA will be incorporated into the Contract.

The IDA (i.e., specifications, deliverables, work assignments, and due dates) may be amended based upon changing circumstances during a particular interval. An amendment to an IDA must be in writing and signed by both the State and the Contractor prior to performing the work specified in the amendment.

Specific application of standards of performance and acceptance may be defined in an IDA. The information below sets a guide and general rule of thumb for these standards.

If the IDA so indicates, there will be a period for performance testing in a production environment specific to the deliverables identified in the IDA. Prior to the performance period, the State, with the assistance of the Contractor, will perform user acceptance testing. Specifics of the performance period such as the timeframe, resources, support required, entrance and exit performance criteria, and standards of performance will be determined by the State, negotiated with the Contractor and incorporated in the IDA. The performance criteria in the IDA may be supplemented with relevant user manuals, technical materials and related writings, to the extent that the specifications in those writings supplement and refine rather than contradict the performance criteria in the IDA. Acceptance of the Deliverable depends on a successful completion of the performance period defined in this section and the IDA. This section applies to the Deliverables defined in the IDA, and any part of it, as well as replacements or substitutes for the Deliverable after completion of a successful performance period.

If the Deliverable does not meet the standard of performance during the performance period, the State will document the issues in a timely manner and in a useful and relevant form. Until the Contractor has demonstrably corrected all outstanding problems, the performance period will not restart and the Deliverable (or part thereof) will not be accepted. The performance period will continue on a day-by-day basis until the standard of performance and exit criteria are met. The Contractor will not be compensated

until the Deliverable is accepted and any additional cost associated with the iterations required to obtain acceptance are the responsibility of the Contractor.

If the Work fails to meet the standard of performance and exit criteria during 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 IDA.

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

All IDAs must contain the following information, at a minimum:

- The designated interval length for each IDA.
- Goals and Objectives for the interval.
- Deliverables to be completed or partially completed during the interval. This will include, but not be limited to:
 - Deliverable Name;
 - Description of Deliverable including tasks or milestones to be completed;
 - Detailed acceptance criteria and standards of performance;
 - State dependencies identified by the Contractor for successful completion of the Deliverable;
 - Deliverable Due Date;
 - Risks associated with delays and incomplete Deliverables; and
 - Fixed pricing for each Deliverable based on staffing requirements (services to be performed, identification of Contractor staff resource by name and position, number of hours allocated to the task for each assigned position, individual hourly rate for each Contractor resource assigned to a task, etc.).

The State may identify tasks and services that will be billed on a time and material basis. The State does not anticipate a need for time and material services for this Project, however in the event that time and materials work is appropriate, at the sole discretion of the State, the following information, at a minimum, must be provided in the IDA:

- Name, title, identification of the employer (prime or subcontractor) and number of staff;
- Staff work hours with any known exceptions noted;
- Description of the work to be performed by the Contractor;
- Specific Contractor resources assigned;
- Individual rate for each Contractor resource assigned;
- Projected number of Contractor hours allocated (per resource);
- Dates covered in the work;
- Dependencies;
- Management or staffing issues;
- Standards of performance; and
- Work Breakdown Schedule (WBS) for all Work in the IDA.

In addition, the following information may also be required:

- Staffing Issues
- Required work related travel and training.

It is the Contractor's responsibility to provide qualified professionals to meet the goals, tasks, and objectives of each IDA.

The State's intent is for all IDAs to be developed and negotiated in partnership between the State and the Contractor, with each having a vested interest in its success. In the event that the State and the Contractor are unable to negotiate an IDA, the State may request mediation.

ATTACHMENT THREE: REQUIREMENTS FOR PROPOSALS

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

These instructions describe the required format for a responsive Proposal. The offeror may include any additional information it believes is relevant. 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.

Response Specifics. Offeror responses should use a consistent contrasting color (**blue** is suggested to contrast with the black text of this RFP 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 (**font size 10**) 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 sections of this RFP 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.

Illustrative Example: Customers Served in the Widget Space

Instructions: The Offeror is to describe the customers (i.e. companies, agencies, entities, etc.) served in the Widget domain and the nature of the services provided, as well as the duration of the said service.

Offeror Response: *The Acme Corporation has been in business for over 20 years, Acme is a leading supplier of Widget and Widget based services with clients in a variety of sectors including Public (23 States) and Private (125 of the Fortune 500).*

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
- MBE Certification
- Offeror Profile
- Offeror Profile Summary Form
- Staffing Plan and Time Commitment
- Assumptions
- Project Plan
- Support Requirements

Proposed Solution
Proof of Insurance
Payment Address
Legal Notice Address
W-9 Form
Independent Contractor Acknowledgement
Standard Affirmation and Disclosure (EO 2011-12K)
Affirmative Action
Attachment Four: General Terms and Conditions 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. A statement certifying the offeror is a business entity and will not submit the Independent Contractor/Worker Acknowledgement to the ordering agency.

Vendor Information Form. The offeror must submit a signed and completed Vendor Information Form (OBM-5657). The form is available at <http://obm.ohio.gov/MiscPages/Forms/default.aspx> in the Vendor Forms section.

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

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

Offeror Certification Form. The offeror must complete Attachment 6, Offeror Certification Form.

MBE Certification. Any offeror proposing an MBE subcontractor certified by the Department of Administrative Services pursuant to ORC 123.151 must provide a copy of their Ohio MBE Certification.

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

In addition, the offeror should provide a description of the offeror's capability, capacity, and experience performing project activities, analysis, and producing deliverables described for the ODOT Planning for the OAKS Plus and CPMS project. Additionally, the offeror should describe its relevant experience with PeopleSoft and state transportation departments work.

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

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

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

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

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

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

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

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

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

Staffing Plan. The offeror must provide a staffing plan that identifies all the project personnel by name and position (Key Project Personnel) that the offeror proposes (excluding support personnel) and that are required to do the Project. The staffing plan must show each individual's role and responsibilities on the Project. In addition, the plan must have the following information:

- An organizational chart including any subcontractors and key management and administrative personnel assigned to this project
- A minimum of two references for each named Key Project Personnel;
- A contingency plan that shows the ability to add more staff if needed to ensure meeting the Project's due date(s);
- The number of people onsite at the State location at any given time to allow the State to plan for the appropriate workspace; and
- The offeror also must include a statement indicating to what extent, if any, the Project Manager or other Key Project Personnel may work on other projects or assignments unrelated to the Project during the term of the Contract. The State may reject any Proposal that commits the proposed Project Manager or any proposed Key Project Personnel to other projects during the term of the Project, if the State believes that any such commitment may be detrimental to the offeror's performance.

In addition, the offeror's proposal must identify all Key Project Personnel who will provide services as part of the resulting Contract. The State has identified the Project Manager and three functional leads as key position in the Roles and Responsibilities section in Attachment Two. The State expects that the proposed named Key Project Personnel will be available as proposed to work on the Project. Resumes for the proposed candidates must be provided for all offeror proposed Key Project Personnel. Representative resumes are not acceptable. The resumes will be used to supplement the descriptive narrative provided by the offeror regarding their proposed project team. The resumes should include any experience with Oracle PeopleSoft.

The resume (4-page limit per resume) of the proposed Key Project Personnel must include:

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

In addition to providing a resume, the offeror must provide a detailed narrative highlighting why the proposed Key Project Personnel possesses the necessary experience, education, training and professional certifications to successfully perform their assigned role/responsibility on the Project.

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. 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.

Project Plan. The Project Plan must address how the offeror will meet Project tasks, Deliverables and milestones. The State encourages responses that demonstrate a thorough understanding of the nature of

the Project and what the Contractor must do to get the Project done properly. The State seeks insightful responses that describe proven, state-of-the-art methods.

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

1. High level description of how the offeror will guide Project execution;
2. Documented planning assumptions and decisions;
3. Scope statement that includes the Project objectives and the Project Deliverables and milestones;
4. Work breakdown structure as a baseline. The work breakdown structure must show the elements at a level of detail that demonstrates the offeror's understanding of the effort required to do the Work and define who is assigned responsibility for each Deliverable within the work breakdown structure with the appropriate staff loading;
5. Project Schedule for all Project tasks, Deliverables and milestones;
 - a. The offeror must provide the Project schedule as a Microsoft Project Gantt chart, showing all major Project tasks on a week-by-week schedule to serve as the basis for managing the Project. The offeror must provide start and end dates for Deliverables and milestones and related tasks;
6. Description of the review processes for each milestone and Deliverable (e.g., End-User Constituency Analysis) and a description of how the parties will conduct communication and status review;
7. The critical success factors for completing the Project; and
8. If the offeror chooses to use subcontractors, the offeror must describe its approach to managing its subcontractors effectively.

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.

Proposed Solution. The offeror must fully describe in detail, through the inline response, its proposed solution for the ODOT Planning for OAKS Plus and CPMS deliverables described in the Scope of Work included in Attachment Two of this RFP.

The offeror must fully describe its approach, methods, and specific work steps for doing the Work on this Project and producing the Deliverables. The State seeks insightful responses that describe proven, state-of-the-art methods. Recommended solutions must demonstrate that the offeror will be prepared to quickly undertake and successfully complete the Project.

The offeror may not simply state that they are capable of performing Planning for OAKS Plus and CPMS services. The offeror must provide a written narrative that documents that the offeror understands the business and technical objectives and requirements of this RFP and how their proposed solution will meet the objectives and requirements of this RFP.

The requirements provided in this RFP are high-level; the State expects that offerors with experience conducting the required services will understand the desired outcomes and explain their proposed solution in sufficient detail.

The State's expectation is that the Contractor will draw on its previous experience executing similar projects as well as best practices.

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 at <http://obm.ohio.gov/MiscPages/Forms/default.aspx> in the Vendor Forms section.

Independent Contractor Acknowledgement Form. Unless the offeror is a "business entity" as that term is defined in ORC. 145.037 ("an entity with five or more employees that is a corporation, association, firm, limited liability company, partnership, sole proprietorship, or other entity engaged in business"), the offeror must complete and submit an originally signed Independent Contractor Acknowledgement form in its entirety. All other copies of a Proposal may contain copies of the Independent Contractor Acknowledgement form. The offeror must indicate on the outside of the binder which Proposal contains the originally signed Independent Contractor Acknowledgement form. A current version of the Independent Contractor Acknowledgement form is available at <https://www.opers.org/forms-archive/PEDACKN.pdf#zoom=80>

Standard Affirmation and Disclosure Form (EO 2011-12K). The offeror must complete and sign the Affirmation and Disclosure Form (Attachment Nine) 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>

Affirmative Action. Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be completed using:
<http://das.ohio.gov/Divisions/EqualOpportunity/AffirmativeActionProgramVerification/tabid/133/Default.aspx>

Approved Affirmative Action Plans can be found by going to the Equal Opportunity Department's Web site: <http://eodreporting.oit.ohio.gov/searchAffirmativeAction.aspx>.

Copies of approved Affirmative Action plans must be supplied by the offeror as part of its Proposal or inclusion of an attestation to the fact that the offeror has completed the process and is pending approval by the EOD office.

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. The State may reject any Proposal if the offeror takes exception to the terms and conditions of this RFP.

In addition, the attachment's content must not be modified. If the content is modified, reformatted or omitted, the offeror's response may be disqualified.

Cost Proposal. 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.)

In addition, offerors must indicate the MBE cost and percentage for each element of the offeror's proposed cost utilizing the Cost Workbook in Attachment Ten. The total MBE cost will be the sum of all MBE elements in the Cost Proposal. The percentage will be the total MBE cost divided by the total offeror proposed cost.

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 Project costs that the offeror does not identify in its Proposal.

ATTACHMENT FOUR: GENERAL TERMS AND CONDITIONS

PART ONE: PERFORMANCE AND PAYMENT

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

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

Term. Unless this Contract is terminated or expires without renewal, it will remain in effect until the Work is completed to the satisfaction of the State and the Contractor is paid. But the current General Assembly cannot commit a future General Assembly to an expenditure. Therefore, this Contract will automatically expire at the end of each biennium, the first of which is June 30, 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 funds are contingent upon the availability of lawful appropriations by the Ohio General Assembly. If the General Assembly fails to continue funding for the payments and other obligations due as part of this Contract, the State's obligations under this Contract will terminate as of the date that the funding expires without further obligation of the State.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART TWO: WORK AND CONTRACT ADMINISTRATION

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

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

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

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

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

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

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

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

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

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

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

must designate the State of Ohio as an additional insured, as its interest may appear. The policy also must be endorsed to include a 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 Contractor shall, for each policy required by this Contract, provide the State with 30-days prior written notice of cancellation, material change or non-renewal, except that a ten (10) day notice is required for non-payment of Premium. The Contractor's Commercial General Liability must be primary over any other insurance coverage.

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

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

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

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

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

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

may reasonably request, within five business days after the decision to remove a person is made or the unavailability of a listed person becomes known to the Contractor.

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

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

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

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

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

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

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

On written notice, the Contractor will have 30 calendar days to cure any breach of its obligations under this Contract, provided the breach is curable. If the Contractor fails to cure the breach within 30 calendar days after written notice, or if the breach is not one that is curable, the State will have the right to

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

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

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

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

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

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

In the case of a suspension for the State's convenience, the State will calculate the amount of compensation due to the Contractor for work performed before the suspension in the same manner as provided in this section for termination for the State's convenience. The Contractor will not be entitled to

compensation for any other costs associated with a suspension for the State's convenience, and the State will make no payment under this provision to the Contractor until the Contractor submits a proper invoice. If the State decides to allow the Work to continue rather than terminating this Contract after the suspension, the State will not be required to make any payment to the Contractor other than those payments specified in this Contract and in accordance with the payment schedule specified in this Contract for properly completed Work.

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

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

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

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

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

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

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

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

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

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

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

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

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

The Contractor is responsible for coordinating changes with its subcontractors and adjusting their compensation and performance schedule. The State will not pay any subcontractor for the Change Order. If a subcontractor will perform any work under a Change Order, that work must be included in the

Contractor's not-to-exceed amount and calculated in the same manner as the Contractor's equitable adjustment for the portion of the work the Contractor will perform. The Contractor will not receive an overhead percentage for any work a subcontractor will do under a Change Order.

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

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

Independent Contractor Acknowledgement. It is fully understood and agreed that Contractor is an independent contractor and is not an agent, servant, or employee of the State of Ohio or the Ohio Department of Administrative Services. Contractor declares that it is engaged as an independent business and has complied with all applicable federal, state, and local laws regarding business permits and licenses of any kind, including but not limited to any insurance coverage, workers' compensation, or unemployment compensation that is required in the normal course of business and will assume all responsibility for any federal, state, municipal or other tax liabilities. Additionally, Contractor understands that as an independent contractor, it is not a public employee and is not entitled to contributions from DAS to any public employee retirement system.

Contractor acknowledges and agrees any individual providing personal services under this agreement is not a public employee for purposes of Chapter 145 of the Ohio Revised Code. Unless Contractor is a "business entity" as that term is defined in ORC. 145.037 ("an entity with five or more employees that is a corporation, association, firm, limited liability company, partnership, sole proprietorship, or other entity engaged in business") Contractor shall have any individual performing services under this agreement complete and submit to the ordering agency the Independent Contractor/Worker Acknowledgement found at the following link: <https://www.opers.org/forms-archive/PEDACKN.pdf#zoom=80>

Contractor's failure to complete and submit the Independent/Worker Acknowledgement prior to commencement of the work, service or deliverable, provided under this agreement, shall serve as Contractor's certification that contractor is a "Business entity" as the term is defined in ORC Section 145.037.

Ohio MBE Certification. The MBE must maintain their certification throughout the term of the Contract, including any renewals. Failure to maintain such certification will be considered a breach of the Contract.

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

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

Confidentiality. The State may disclose to the Contractor written material or oral or other information that the State treats as confidential ("Confidential Information"). Title to the Confidential Information and all related materials and documentation the State delivers to the Contractor will remain with the State. The Contractor must treat such Confidential Information as secret, if it is so marked, otherwise identified

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

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

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

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

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

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

Confidentiality Agreements. When the Contractor performs services under this Contract that require the Contractor's and its subcontractors' personnel to access facilities, data, or systems that the State in its sole discretion deems sensitive, the State may require the Contractor's and its subcontractors' personnel with such access to sign an individual 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.

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

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

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

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

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

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

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

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

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

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

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

PART FOUR: REPRESENTATIONS, WARRANTIES, AND LIABILITIES

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

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

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

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

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

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

PART FIVE: ACCEPTANCE AND MAINTENANCE

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

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

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

PART SIX: CONSTRUCTION

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

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

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

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

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

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

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

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

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

PART SEVEN: LAW AND COURTS

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

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

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.

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.

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

Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be submitted to the Department of Administrative Services Equal Opportunity Division to comply with the affirmative action requirements. Affirmative Action Verification Forms and approved Affirmative Action Plans can be found by going to the Ohio Business Gateway at: <http://business.ohio.gov/efiling/>.

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

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

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

**ATTACHMENT FIVE:
SAMPLE CONTRACT**

**A CONTRACT BETWEEN
THE DEPARTMENT OF ADMINISTRATIVE SERVICES
AND**

(CONTRACTOR)

THIS CONTRACT, which results from RFP #0A1142, entitled **ODOT Planning for OAKS Plus and CPMS**, is between the State of Ohio, through the Department of Administrative Services and _____ (the "Contractor").

This Contract consists of:

1. The one-page Contract (Attachment Five) in its final form;
2. The **ODOT Planning for OAKS Plus and CPMS** Negotiated Contract dated month, day, 2015 which includes the Best and Final Offer (BAFO);
3. The applicable Purchase Order

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.

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 _____, 2015, or the occurrence of all conditions precedent specified in the General Terms and Conditions.

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

CONTRACTOR

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES

By: **SAMPLE – DO NOT FILL OUT**
NAME

By: _____
ROBERT BLAIR

Title: _____

Title: DIRECTOR

Date: _____

Date: _____

ATTACHMENT SIX

OFFEROR CERTIFICATION FORM

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

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

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

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

Potential Conflicts (by person or entity affected)

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

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

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

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

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 EIGHT
STANDARD AFFIRMATION AND DISCLOSURE FORM, INCLUDING EXECUTIVE ORDER 2011-12K



JOHN R. KASICH
GOVERNOR
STATE OF OHIO

Executive Order 2011-12K

Governing the Expenditure
of Public Funds for Offshore Services

WHEREAS, State of Ohio officials and employees must remain passionately focused on initiatives that will create and retain jobs in the United States in general and in Ohio in particular, and must do so especially during Ohio's continuing efforts to recover from the recent recession.

WHEREAS, allowing public funds to pay for services provided offshore has the potential to undermine economic development objectives in Ohio.

WHEREAS, the expenditure of public funds for services provided offshore may deprive Ohioans and other Americans of critical employment opportunities and may also undermine efforts to attract businesses to Ohio and retain them in Ohio, initiatives in which this State has invested heavily.

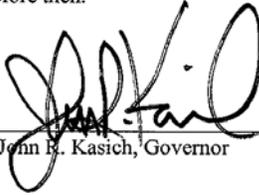
NOW THEREFORE, I, John R. Kasich, Governor of the State of Ohio, by virtue of the authority vested in me by the Constitution and the laws of this State, do hereby order and direct that:

1. No State Cabinet Agency, Board or Commission ("Executive Agency") shall enter into any contract which uses any public funds within its control to purchase services which will be provided outside the United States. This Executive Order applies to all purchases of services made directly by an Executive Agency and services provided by subcontractors of those providing services purchased by an Executive Agency.
2. This Executive Order will be personally provided, by the Director, Chair or other chief executive official of each Executive Agency, to the Chief Procurement Officer or other individual at that entity responsible for contracts for services.
3. The Department of Administrative Services, through Ohio's Chief Procurement Officer, shall have in place, by July 1, 2011, procedures to ensure all of the following:
 - a. All agency procurements officers (APOs), or the person with equivalent duties at each Executive Agency, have standard language in all Executive Agency contracts which:
 - i. Reflect this Order's prohibition on the purchase of offshore services.

- ii. Require service providers or prospective service providers to:
 - 1. Affirm that they understand and will abide by the requirements of this Order.
 - 2. Disclose the location(s) where all services will be performed by any contractor or subcontractor.
 - 3. Disclose the locations(s) where any state data associated with any of the services they are providing, or seek to provide, will be accessed, tested, maintained, backed-up or stored.
 - 4. Disclose any shift in the location of any services being provided by the contractor or any subcontractor.
 - 5. Disclose the principal location of business for the contractor and all subcontractors who are supplying services to the state under the proposed contracts.
 - b. All APOs confirm that all quotations, statements of work, and other such proposals for services affirm this Order's prohibition on the purchase of offshore services and include all of this Order's disclosure requirements.
 - i. Any such proposal for services lacking the affirmation and disclosure requirements of this Order will not be considered.
 - ii. Any such proposal where the performance of services is proposed to be provided at a location outside the United States by the contractor or any subcontractor will not be considered.
 - c. All procurement manuals, directive, policies, and procedures reflect the requirements of this Order.
 - d. All APOs have adequate training which addresses the terms of this Order.
4. Nothing in this Order is intended to contradict any state or federal law. In addition, this Order does not apply to:
- a. Services necessary to support the efforts of the Department of Development to attract jobs and business to the state of Ohio;
 - b. Academic, instructional, educational, research or other services necessary to support the international missions of Ohio's public colleges and universities; or
 - c. Situations in which the Director of the Department of Administrative Services, or the Director's designee, shall determine that it is an emergency or that it is necessary for the State to waive some or all of the requirements of this Order. The Director shall establish standards by which Executive Agencies may request a waiver of some or all of the requirements of this Order and by which such requests will be evaluated and may be granted.
5. Executive Order 2010-09S is hereby rescinded.

I signed this Executive Order on June 21, 2011 in Columbus, Ohio and it will expire on my last day as Governor of Ohio unless rescinded before then.





John R. Kasich, Governor

ATTEST:

Jon Husted, Secretary of State

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)

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)

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

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

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

Please contact _____ at XXX-XXX with any questions.

Sincerely,

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

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

COMPLIANT: Deliverable Payment Authorized: Yes _____ No _____ N/A _____ _____ Signature of ODOT Project Director/Date

NOT COMPLIANT: Describe reason(s) for non-compliance: (Continue on back if necessary) _____ Signature of ODOT Project Director/ Date Payment <u>Not</u> Authorized
--

**ATTACHMENT ELEVEN
COST SUMMARY**

Milestone / Deliverable	Cost by Milestone / Deliverable	MBE Cost by Milestone / Deliverable*
1. Initial Analysis Including Scope Recommendations <i>Deliverable 1: OAKS Plus and CPMS Strategy Document</i>	\$ -	\$ -
2. Define Systems Requirements <i>Deliverable 2: OAKS Plus and CPMS Requirements Document</i>	\$ -	\$ -
3. Fit/Gap Requirements <i>Deliverable 3: OAKS Plus and CPMS Fit-Gap Analysis Document</i>	\$ -	\$ -
4. System Rationalization <i>Deliverable 4: High Level Implementation Plan and Business Case for Each Option</i> <i>Deliverable 5: Vendor Deployment Recommendation</i> <i>Deliverable 6: System Rationalization Workshop</i>	\$ -	\$ -
5. Deliverables Alignment <i>Deliverable 7: Revised OAKS Plus and CPMS Strategy Document</i> <i>Deliverable 8: Revised OAKS Plus and CPMS Requirements Document</i> <i>Deliverable 9: Revised OAKS Plus and CPMS Fit-Gap Analysis Document</i>	\$ -	\$ -
6. Develop OAKS Plus and CPMS Implementation Plans <i>Deliverable 10: OAKS Plus and CPMS Implementation Plan</i>	\$ -	\$ -
Subtotal	\$ -	\$ -
MBE Costs of Total MBE as a Percent (% of Total)	\$ -	#DIV/0!
Not-To-Exceed Fixed Price	\$ -	

*The MBE Cost by Milestone/Deliverable (column C) is included to identify the cost by Deliverable, it is not a separate cost. The proposed amounts in the Cost by Milestone/Deliverable (column B) represent the proposed cost for the project. The amounts entered in column C will total and populate the two MBE fields at the bottom of column B.

SUPPLEMENT ONE OAKS OVERVIEW

PeopleSoft Modules, Versions and Associated Third Party Elements

The current PeopleSoft environment and its associated software licenses are owned by the State and support/maintenance fees are current with Oracle (formerly PeopleSoft). The following table is a representation of software versions and supporting tools which are a part of OAKS current form and the versions following the completion of technology upgrade/refresh activities scheduled to complete in June of 2015.

		FSCM	HCM	EPM	CRM	ELM	Portal
Current OAKS Configuration	PeopleSoft	8.8	9.1	8.9, 9.0, 9.1	9.0	9.0	9.1
	PeopleTools	8.46	8.51	8.46, 8.50, 8.51	8.49	8.49	8.51
	Web/App OS	Windows 2003	Windows 2008	Windows 2003/2008	Windows 2003	Windows 2003	Windows 2008
	Database	10gR2	11gR1	10gR2, 11gR1	10gR2	10gR2	10gR2
	DB OS	HP UX 11.23					
	Storage	HP EVA 8400					
Versions Following Refresh Effort	PeopleSoft	8.8	9.1	8.9, 9.0, 9.1	9.0 / TBD	9.0	9.1
	PeopleTools	8.52	8.53	8.52 for 8.9, 8.53	8.53 / NA	8.53	8.53
	Web/App OS	Oracle Enterprise Linux x86-64 OEL 5.8					
	Database	12c	12c	12c	12c	12c	12c
	DB OS	Oracle Enterprise Linux x86-64 OEL 5.8					
	Storage	Oracle ZFS					

Product	Implemented and Licensed Modules
EPM	<p>Implemented Modules Planning and Budgeting</p> <p>Licensed Modules CRM Warehouse, EPM Foundation, EPM Portal Pack, Financial Warehouse, HCM Warehouse, Performance Mgmt. Warehouse, Planning and Budgeting, Project Portfolio Management, Scorecard, Supplier Rating System, Supply Chain Warehouse, Workforce Profile Mart, Workforce Rewards</p>
FIN	<p>Implemented Modules General Ledger, Receivables, Payables, Asset Management, Billing, Contracts (Procurement) Purchasing, eProcurement, Strategic Sourcing, Expenses and eSupplier Connection</p> <p>Licensed Modules General Ledger, Receivables, Payables, Asset Management, Project Costing, Contracts (Procurement), Grants, Cash Management, eSettlements, Financials Portal Pack, Expenses, Resource Management, eSupplier Connection, Supply Chain Portal Pack, Catalog Management, Billing, Purchasing, eProcurement, Strategic Sourcing, Financial Gateway, Services Procurement, Supplier Rating System</p>

SUPPLEMENT ONE OAKS OVERVIEW

Product	Implemented and Licensed Modules
HCM	<p>Implemented Modules Administer Workforce, Human Resources, Base Compensation, Payroll for North America, Base Benefits, Benefits Administration, Time and Labor, ePay, eProfile, eProfile Manager Desktop, eBenefits, Position Management, Health and Safety ePerformance</p> <p>Licensed Modules Administer Workforce, Human Resources, Payroll for North America, Base Benefits, Benefits Administration, Time and Labor, ePay, Directory Interface, Candidate Gateway, Talent Acquisition Mgr., eProfile, eProfile Manager Desktop, eDevelopment, eBenefits, ePerformance, HRMS Portal Pack, Absence Management, Career Planning, Health and Safety, Labor Relations, Position Management, Base Compensation, Profile Management, Salary Planning, Succession Planning, Training Administration</p>
ELM	<p>Implemented Modules Learner & Manager Self-Service, Enrollment, Catalog Management, eLearning, Curriculum and Certifications, Attendance and Grading, Learning Requests, Training Plans, Approval Framework, Resource Management, Learning Environments & Learner Groups</p> <p>Licensed Modules Enterprise Learning Management (ELM is a single implemented and licensed module)</p>
CRM	<p>Implemented Module IT Help Desk, CTI Integration, Support, Support for Customer Self Service</p> <p>Licensed Modules Employee Self-Service, Portal Pack, CTI Integration, Help Desk, Help Desk for Employee Self Service, Support, Support for Customer Self Service</p>
Shared Services Instance CRM	<p>Licensed and Implemented Support for Self Service CTI Integration Multi-Channel Interactions Online Marketing InfoSync Server</p>

PeopleTools is installed across the various PeopleSoft server tiers and consists of a range of software components. These components are shown in the following table.

Product	Purpose
BEA Tuxedo	Transaction processing environment that supports the application server, process scheduler, and the sub-modules in each including report distribution server and event notifications manager.
SQR	Reporting and processing language (HCM and Financials)
Microfocus Cobol	Runtime environment for Cobol programs such as Pay Calc and Budget Check
BEA Weblogic	Java application server that hosts the PeopleSoft servlets: <ul style="list-style-type: none"> • psc, psp – http web servlets • psreports – reporting servlet • psigw – integration broker gateway servlet
Java	Java runtime environment for Weblogic, and custom integrations
Crystal Reports	Reporting language
nVision	Excel like reporting tool used for financial reporting, bundled with PeopleSoft