

## REQUEST FOR PROPOSALS

RFP NUMBER: 0A1080  
DATE ISSUED: December 14, 2010

The State of Ohio, through the Department of Administrative Services, Information Technology Procurement Services, for the Ohio Department of Job and Family Services (ODJFS) is requesting proposals for:

### ODJFS Hearing and Appeals Tracking System (HATS II)

INQUIRY PERIOD BEGINS: December 14, 2010  
INQUIRY PERIOD ENDS: January 12, 2011  
OPENING DATE: January 14, 2011  
OPENING TIME: 1:00 P.M.  
OPENING LOCATION: Department of Administrative Services  
I.T. Procurement Services  
Bid Desk  
4200 Surface Road  
Columbus, Ohio 43228

PRE-PROPOSAL BIDDERS CONFERENCE DATE: December 21, 2010 at 2:00 PM

This RFP consists of five parts and nine attachments, totaling 76 consecutively numbered pages. Supplements are attached to this RFP with a beginning header page and an ending trailer page. Please verify you have a complete copy.

## PART ONE: EXECUTIVE SUMMARY

**Purpose.** This is a Request for Competitive Sealed Proposals (“RFP”) under Sections 125.071 and 125.18 of the Ohio Revised Code (the “Revised Code”) and Section 123:5-1-8 of the Ohio Administrative Code (the “Administrative Code”). The Ohio Department of Job and Family Services has asked the Department of Administrative Services to solicit competitive sealed proposals (“Proposals”) to provide the design, development and implementation of the HATS II replacement system (the “Project”), and this RFP is the result of that request.

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

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

Once awarded, the term of the Contract will be from the award date until the Project is completed to the satisfaction of the State and the Contractor is paid or June 30, 2011, whichever is sooner. The State may renew this Contract for up to two additional one-year term(s) for maintenance, enhancements and level 2 support, 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 Job and Family Services.

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

**Background.** ODJFS provides health and human services to Ohioans based upon established cases in the Client Registry Information System-Enhanced (CRIS-E), the Support Enforcement Tracking System (SETS) and the Statewide Automated Child Welfare Information System (SACWIS) also known as the Child Support and Child Welfare systems. When a client’s benefits in one of these systems change, they are sent a notification in writing of the changes. The last page of the notification is a Hearing Request Form. If the client does not agree with the action that is described in the notification, the client has a right to file an appeal for a State Hearing. The State Hearings are conducted by the Bureau of State Hearings (BSH). BSH’s responsibilities are (1) to track each hearing request as a case, (2) schedule a hearing with a state hearing officer, the client and any representation of the client (attorney, third party, etc.), (3) hold the hearing with the client and representative(s), (4) render a decision based on the hearing and any materials presented during the case, (5) notify client and third party representatives of the decision, (6) update the legacy CRIS-E, SETS and SACWIS systems with dates of notices and actions taken, (7) give the client an opportunity to file a second appeal called the administrative appeal, (8) generate federal reports to track progress as it relates to the federal and state compliance business rules, (9) generate state metrics reports on case progress by a variety of views (hearing officers, new requests, hearings scheduled, hearings completed, etc.), (10) Retain records (images, documents, audio hearing files etc.) as deemed necessary for seven years according to the retention schedule, (11) share data with the county case workers, (12) provide public records copy of hearing decisions posted on Innerweb (ODJFS intranet) and the ODJFS Internet for interested parties to review.

**Current Technical Architecture.** The current Hearing Appeals Tracking System (HATS) is accessed by approximately 300 users statewide on a Novell network. It was written in the Delphi programming language with an Oracle database structure. The existing application is very dependent on certain versions of software and hardware. For example, users must have Adobe version 6 and a specific HP printer driver etc. The application uses Novell desktop login as user security and maps to roles in the database. With the current system email is limited. The ability to create new document templates is

available in the system but is not user friendly. The process to generate printouts of decisions for customers is used on a daily basis with many problems. This process frequently breaks due to many factors. All documents relating to the cases in the current system are now kept in hard copy form in a file room. The volume of paperwork frequently fills up the file room and the task of filing has become a full time function. The current outdated application presents a daily challenge for users and system support staff. The desire to replace the system with a modern application improving the features and functionality as described in Attachment Two is the focus of this RFP.

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

- Design, develop, verify, test and implement a web-based hearing appeals tracking case management system (HATS II) to meet the requirements in Attachment Two.
- The HATS II application will be written in FileNet P8 and utilize Oracle, Novell LDAP, Novell Group Wise and the TIBCO interface to the ODJFS applications CRIS-E, SETS and SACWIS.
- Provide data conversion for the past seven years of active cases into the HATS II System.
- Implement the solution in an aggressive time frame to meet the goals of ODJFS. The solution needs to be in place by June 30, 2011. Additionally, the budget for this project is \$750,000.

The State will only consider solutions that include the development of an application that meets the stated requirements. Offerors should address all questions regarding potential solutions through the pre-proposal bidders' conference and the inquiry process identified in this RFP.

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

The scope of this project will consist of the design, development and implementation of a web-based Hearing and Appeals Tracking case management System (HATS II). The scope of services required includes: project management; requirements analysis, design, component construction, unit testing, training and knowledge transfer, system integration, performance and user acceptance testing, deployment, data conversion, technical support, warranty services, maintenance and system enhancements. The Contractor must be responsible for satisfying all of the requirements detailed in this RFP.

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

<b>RFP Issued:</b>	<b>December 14, 2010</b>
<b>Inquiry Period Begins:</b>	<b>December 14, 2010</b>
<b>Pre-Proposal Bidders Conference Date:</b>	<b>December 21, 2010 2:00 p.m.</b>
<b>Pre-Proposal Bidders Conference Location:</b>	<b>DAS General Services Division Willow/Walnut Conference Rooms 4200 Surface Road Columbus, OH 43228</b>

**Inquiry Period Ends:** January 12, 2011 at 8:00 a.m.  
**Proposal Due Date:** January 14, 2011 at 1:00 p.m.

**Estimated Dates**

**Award Date:** February 10, 2011

**Estimated Project Dates**

Project Work Begins: February 2011  
HATS II System Go-Live: June 30, 2011

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

**PART TWO: STRUCTURE OF THIS RFP**

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

**Parts:**

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

**Attachments:**

- Attachment One Evaluation Criteria
- Attachment Two Project Requirements and Special Provisions
- Attachment Three Requirements for Proposals
- Attachment Four General Terms and Conditions
- Attachment Five Sample Contract
- Attachment Six Standard Affirmation and Disclosure Form – Executive order 2010-09S
- Attachment Seven Offeror Certification Form
- Attachment Eight Offeror Profile Summary
- Attachment Nine Cost Summary

**Supplements:**

- Supplement One ODJFS OIS 1001 - Policy for Systems Development LifeCycle
- Supplement Two ODJFS OIS 1002 - Policy for Software Development Testing

**PART THREE: GENERAL INSTRUCTIONS**

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

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

Procurement Representative:

Dennis Kapenga  
Acquisition Analyst  
Department of Administrative Services  
I.T. Procurement Services  
4200 Surface Road  
Columbus, Ohio 43228

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

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

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

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

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

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

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

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

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

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

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

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

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

**Proposal Submittal.** Each offeror must submit a technical section and a cost section as part of its total Proposal before the opening time on the Proposal due date. The offeror must submit the technical section as a separate package from the cost section of its Proposal, and each section must be submitted in its own separate, opaque package. The package with the technical section of the Proposal must be sealed and contain one originally signed technical section and 6 copies of the technical section, and the package with the cost section also must be sealed and contain 2 complete copies of the cost section of the Proposal. Further, the offeror must mark the outside of each package with either "0A1080 ODJFS Hearing and Appeals Tracking System (HATS II) – Technical Proposal" or "0A1080 ODJFS Hearing and Appeals Tracking System (HATS II) – Cost Summary," as appropriate.

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

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

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

The State may reject any Proposals or unsolicited modifications it receives after the deadline. An offeror that mails its Proposal must allow for adequate mailing time to ensure its timely receipt. Offerors also must allow for potential delays due to increased security. The Bid Room accepts packages between the hours of 7:30 A.M. to 4:30 P.M. Monday through Friday, excluding State Holidays. No deliveries will be accepted before or after these hours without prior arrangements. Offerors must allow sufficient time since the State may reject late Proposals regardless of the cause for the delay.

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

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

Revised Code Section 9.24 prohibits the State from awarding a contract to any entity against whom the Auditor of State has issued a finding for recovery (a "Finding"), if the Finding is unresolved at the time of the award. This also applies to renewals of contracts. By submitting a Proposal, the offeror warrants that it is not subject to an unresolved Finding under Section 9.24 at the time of its submission. The offeror

also warrants that it will notify the Department of Administrative Services in writing immediately upon becoming subject to such an unresolved Finding after submitting its Proposal and before the award of a Contract under this RFP. Should the State select the offeror's Proposal for award of a Contract, this warranty of immediate written notice will apply during the term of the Contract, including any renewals or extensions. Further, the State may treat any unresolved Finding against the Contractor that prevents a renewal of the Contract as a breach, in accordance with the provisions of Attachment Four, General Terms and Conditions.

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

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

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

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

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

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

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

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

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

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

## PART FOUR: EVALUATION OF PROPOSALS

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

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

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

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

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

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

Corrections and clarifications must be completed off State premises.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Some of the factors used in determining an offeror's responsibility, such as reference checks, may also be used in the technical evaluation of Proposals in phase two of the evaluation process. In evaluating those factors in phase two, the weight the State assigns to them, if any, for purposes of the technical evaluation

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **PART FIVE: AWARD OF THE CONTRACT**

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

Under Ohio's anti-terrorism legislation, effective April 14, 2006, the selected offeror must complete a Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization to certify that the offeror has not provided material assistance to any terrorist organization listed on the Terrorist Exclusion List. The form and the Terrorist Exclusion List are available on the Ohio Homeland Security Website. The form must be submitted with the offeror's Proposal. If an offeror answers yes or fails to answer any question on the form, the State may not award the Contract to that offeror. The offeror may request the

Department of Public Safety to review such a denial of an award. More information concerning this law is available at: <http://www.homelandsecurity.ohio.gov>.

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

The Contractor must begin work within 10 business days after the State issues a purchase order under the Contract. If the State awards a Contract pursuant to this RFP, and the Contractor is unable or unwilling to begin the work within the time specified above, the State may cancel the Contract, effective immediately on notice to the Contractor. The State then may return to the evaluation process under this RFP and resume the process without giving further consideration to the originally selected Proposal. The State also may seek such other remedies as may be available to the State in law or in equity for the selected offeror's failure to perform under the Contract.

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

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

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

## ATTACHMENT ONE: EVALUATION CRITERIA

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

Mandatory Offeror Requirement	Reject	Accept
The offeror must demonstrate experience as the prime contractor in implementing, from beginning to end, a FileNet P8 based document management application on a minimum of two projects of similar scale and complexity.		

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

Points will be awarded by the criteria listed in the following table with the best proposal in each category being awarded ten (10) points, the second best seven (7) points and the third best four (4) points and any proposal fourth best or lower that meets the criteria will receive two (2) points. Any offeror that does not meet the criteria receives zero points in that category. The standard for evaluation, consequently, is established by the competition.

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

Scored Criteria	Weight	Best	2 <sup>nd</sup> Best	3 <sup>rd</sup> Best	Lower than 3 <sup>rd</sup> Best	Not Acceptable
<b>Offeror Requirements</b>						
The offeror must demonstrate experience as the prime contractor in implementing, from beginning to end, a FileNet P8 based document management application on a minimum of two projects of similar scale and complexity.	50	10	7	4	2	N/A
Proposed Work Plan	30	10	7	4	2	0
Proposed Staffing Plan	30	10	7	4	2	0
Proposed Project Plan	30	10	7	4	2	0
Proposed Data Conversion Plan	20	10	7	4	2	0
Proposed Project Manager	10	10	7	4	2	0
Proposed Lead FileNet Developer	10	10	7	4	2	0

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

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

To ensure the scoring ratio is maintained, the State must 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 Technical Proposal Points)x 700

There are 300 points available for the Cost Proposal. The offeror with the lowest proposed Not-To-Exceed Fixed Cost will receive the maximum cost points. The remaining proposals will receive a percentage of the maximum points available. Cost points are determined by the following formulas:

**Project Cost Points** = (Lowest Proposed Not-To-Exceed Fixed Cost / Offeror's Proposed Not-To-Exceed Fixed Cost) x 250

**The Rate Card Cost will be calculated by averaging all hourly rates proposed.**

**Rate Card Cost Points** = (Lowest Proposed Rate Card Cost / Offeror's Proposed Rate Card Cost) x 50

**Total Cost Proposal Points** = Project Cost Points + Rate Card Cost Points

The Total Points Score for a proposal is calculated using the following formula:

**Total Points** = Technical Proposal Points + Total Cost Proposal Points

**ATTACHMENT TWO: PROJECT REQUIREMENTS AND SPECIAL PROVISIONS  
PART ONE: PROJECT REQUIREMENTS**

This attachment describes the Project and what the Contractor must do to get the job done. It also describes what the Contractor must deliver as part of the completed Project (the "Deliverables").

**Scope of Work.** The scope of this project will consist of the design, development and implementation of a web-based Hearing and Appeals Tracking case management System (HATS II). The scope of services required includes: project management; requirements analysis, design, component construction, unit testing, training and knowledge transfer, system integration, performance and user acceptance testing, deployment, technical support, warranty services, maintenance and system enhancements. The Contractor must be responsible for satisfying all of the requirements detailed in this RFP.

The State will provide oversight for the entire 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 has primary responsibility for the successful completion of project activities, in accordance with the approved work plan, and the transfer of knowledge to State staff. The Contractor also must assist the State with coordinating assignments for State staff working on the Project. In addition, the Contractor must provide all administrative support for its staff and activities. Throughout the Project, the Contractor must employ ongoing project management techniques to ensure a comprehensive project work plan is developed, executed, monitored, reported on, and maintained.

The Contractor must provide one fulltime Project Manager throughout the Project lifecycle. The Contractor must employ the proposed Project Manager as a regular, fulltime employee on the Proposal submission date and through acceptance of the Project. Additionally, the Contractor's full-time regular employees must perform at least 30% of the work required to complete the Project. The Contractor may use its personnel or subcontractor personnel to meet the remaining 70% of the work. The required integration of ODJFS staff on the project is not to be counted for this requirement.

Due to the required integration of ODJFS staff in the project, ODJFS prefers that all Contractor staff work on-site. ODJFS will provide workspace for on-site personnel.

The Contractor also must propose a system development methodology that is defined, documented, and repeatable.

The State will provide staff, as it deems appropriate, to perform Project monitoring, participate in quality assurance and configuration management, and participate in Project reviews.

The following table describes the requirements for the HATS II Project. These requirements and deliverables do not necessarily represent a logical sequence for completion of the work to be performed.

Requirement Number	Requirement Category	Requirement Description
1.1	Bureau of State Hearings (BSH) Administrative Capabilities	BSH to create and manage user access roles in the system System Admin – Office of Information Services (OIS) Administrator – BSH Bureau Chief and Administrators Managers – Hearing Authorities Staff Level – Hearing Officers and Hearing Assistants View Only – Counties and Third Parties The view only access for Counties and Third Parties shall be limited to Requests for Appeal forms, Appeal status, Appeal disposition and hearing docket schedules. Counties may need to print client and appeal information.

1.2	BSH Administrative Capabilities	BSH to manage all lookup tables within the application such as third party agency contact information, decision types, disposition codes, timelines, etc., as determined by system design. Manage includes the ability to add, modify, retire entries in the lookup tables. System to automatically accept newly added entries without additional development work.
1.3	BSH Administrative Capabilities	BSH to manage all workflows through interface screen for workflows that may hang in a particular queue or may need rework due to errors.
1.4	BSH Administrative Capabilities	The ability to analyze workflow effects of adding additional staffing resources.
1.5	BSH Administrative Capabilities	Ability to look at dashboard screen for a specific time period (week, month, etc.) to show the number of new appeals that came in, the number of appeals scheduled, the number of appeals that held hearings and the number of dispositions that were sent. A client case may have more than one appeal. Appeals must also be presented by program (food stamps medical assistance, etc).
2.1	BSH Replacement System	HATS II will search CRIS-E, SETS and SACWIS systems for CASE NUMBER and will populate data contact information in HATS II from CRIS-E, SETS or SACWIS data allowing for data entry and manual override as needed. HATS II will allow for validations on the information.
2.2	BSH Replacement System	HATS II will automatically generate an appeal number for each request entered into the system.
2.3	BSH replacement System	HATS II will automatically redact sensitive information (PHI, SSN, First Name, Last Name, Case Numbers, etc) from the decisions before preparing for appropriate website access.
2.3	BSH Replacement System	HATS II will update CRIS-E, SETS or SACWIS with the following: <ul style="list-style-type: none"> <li>• date hearing request was received</li> <li>• client's hearing request appeal number(s) as generated by the HATS II</li> <li>• client's scheduled hearing date as generated by HATS II</li> <li>• notice mail date entered in HATS II. Notice date only needed on proposed terms. Business rules to be supplied for the proposed terms.</li> <li>• disposition and compliance information as entered into the replacement system.</li> </ul> This is to be completed automatically through the TIBCO interface between the HATS II System and CRIS-E, SETS or SACWIS systems.
	BSH Replacement System	HATS II will be designed to meet the Timelines for State Hearing Processes. Sources: Online State Hearings Manual (Collected 03/2010) SHM.1000. State Hearings Policy 5101:6-1-01 State Hearings – General (D) In counting the days contained in timely appeal specified in Chapters 5101:6-1 to 5101:6-9 of the Administrative Code, the date on which notice was mailed or otherwise provided is not counted. If the last day of the time period falls on a Saturday, Sunday, or state or federal legal holiday, then the time period is extended to include the next workday.  <b>5101:6-3-02 Time limit</b> (B) (1) The individual shall be allowed ninety calendar days to

	<p>request a hearing on any action or inaction.</p> <p>(2) The ninety-day period begins on the day after the date the notice of action is mailed. The date of the hearing request is the date it is received by either the state or local agency.</p> <p>(3) The ninety-day time limit does not apply unless the individual has received notice of hearing rights relative to the specific action or inaction being appealed, as specified in Chapter 5101:6-2 of the Administrative Code.</p> <p>(4) Individuals who receive a resource assessment not in conjunction with a Medicaid application and who later apply for Medicaid must request a hearing on the assessment no later than ninety days following the mailing date of the notice of approval or denial of the Medicaid application.</p> <p>(5) In the food stamp program, the assistance group may request a hearing at any time within the certification period to dispute its current level of benefits.</p> <p><b>5101:6-4-01 Continuation of Benefits When a State Hearing is Requested</b></p> <p>(A) When a request for a state hearing is received by either the state or local agency within the fifteen day prior notice period, benefits shall not be reduced, suspended, or terminated until a state hearing decision is rendered...</p> <p>(C) When the request for a state hearing is received by the state or local agency within ten calendar days after the effective date of the adverse action (the ten-day time limit does not apply in the food stamp program), and when good cause is shown for the delay in making the request, benefits shall be reinstated to the previous level.</p> <p>(D) When an adverse action was taken without prior notice, pursuant to paragraph (A) of rule 5101:6-2-05 of the Administrative Code, and when the hearing request is received by either the state or local agency within fifteen calendar days from the mailing date of the notice of adverse action, benefits shall be reinstated to the previous level.</p> <p>(E) When food stamp benefits are reduced or terminated because of a mass change, and when the assistance group's hearing request is received by either the state or local agency within fifteen calendar days from the mailing date of the mass change notice, food stamp benefits shall be reinstated to the previous level...</p> <p><b>5101:6-5-01 Procedures Prior to the State Hearing</b></p> <p>(A) (1) When a hearing request is made to the Bureau of State Hearings, the Bureau of State Hearings shall send a copy of the hearing request to the local agency, within one business day from the date of receipt.</p> <p><b>5101:6-6-01 Scheduling and Attendance</b></p> <p>(B) The Bureau of State Hearings shall send written notice of the time, date, and place of the hearing to the individual and authorized representative, to the local agency, and to the medical determination units identified in paragraph (C)(1) of this rule, who may be participating, via use of the "State Hearing Scheduling Notice" JFS 04002 (rev. 9/02)."</p> <p>(2) This notice shall be mailed at least ten calendar days prior to the date of the hearing, unless the appellant or authorized representative requests less advance notice in order to expedite scheduling. Expedited hearings may be granted at the discretion of the hearing authority.</p>
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	<p><b>5101:6-7-01 State Hearing Decisions</b></p> <p>(B) Timely issuance</p> <p>(1) Hearing decisions involving public assistance, social services, and child support services shall be issued within seventy calendar days from the date of the hearing request. No extension of the seventy-day requirement is permitted because the individual requests a delay in the scheduling of the hearing.</p> <p>(2) Hearing decisions involving the prevention, retention and contingency (PRC) program shall be issued within thirty calendar days from the date of the hearing request.</p> <p>(3) Hearing decisions involving food stamps shall be issued within sixty calendar days from the date of the hearing request, with the following exceptions:</p> <p>(a) When the hearing has been postponed, as described in rule 5101:6-5-02 of the Administrative Code, the sixty day time limit shall be extended by as many days as the hearing was postponed.</p> <p>(b) Hearing decisions involving a denial of expedited food stamps shall be issued within thirty calendar days from the date of the hearing request.</p> <p>(c) When the hearing has been requested in response to the simultaneous proposal of public assistance and food stamp adverse actions, the hearing decision shall be issued according to public assistance timeliness standards.</p> <p><b>5101:6-7-03 Implementation of the Hearing Decision</b></p> <p>(B) Promptness</p> <p>(1) Decisions that order action favorable to the individual</p> <p>(a) For decisions involving public assistance, social services or child support services, compliance shall be achieved within fifteen calendar days from the date the decision is issued, but in no event later than ninety calendar days from the date of the hearing request.</p> <p>(b) For decisions involving food stamps, any increase in benefits must be reflected in the coupon allotment within ten calendar days of receipt of the decision, even if the local agency must provide a supplement, outside the normal issuance cycle.</p> <p>(c) When the hearing has been requested in response to the simultaneous proposal of public assistance and food stamp adverse actions, compliance shall be achieved according to PA public assistance timeliness standards.</p> <p>(C) Date compliance is achieved</p> <p>(1) For decisions involving public assistance, social services or child support services, compliance shall be considered achieved on the date eligibility, payment, or services are authorized or other action ordered by the hearing decision is taken.</p> <p>(2) For decisions involving food stamps, compliance shall be considered achieved on the date the action is reflected in the assistance group's coupon allotment.</p> <p><b>5101:6-8-01 Administrative Appeal of the State Hearing Decision</b></p> <p>C) Administrative appeal requests</p> <p>(4) The request must be received by the Office of Legal Services, Bureau of State Hearings, ODJFS, within fifteen calendar days from the date the decision being appealed was issued.</p> <p>(I) Administrative appeal decisions</p> <p>(2) Administrative appeal decisions shall be issued within fifteen calendar days from the date of the administrative appeal request.</p>
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	<p>(M) Compliance  Compliance with administrative appeal decisions shall be in accordance with rule 5101:6-7-03 of the Administrative Code. (within fifteen calendar days from the date the decision is issued, but in no event later than ninety calendar days from the date of the hearing request.)</p> <p><b>5101:6-8-02 County Reviews</b>  (A) (1) The request must be signed by the agency director and received by the Office of Legal Services Bureau of State Hearings, within thirty calendar days from the date the decision being sent for review was issued. In lieu of a hard copy request, requests for county review can be made via E-mail from the agency director.</p> <p><b>SHM.2000. Administrative Disqualification Hearings</b>  <b>5101:6-20-03 Penalties for Intentional Program Violation</b>  (A) (1) Disqualified from Ohio works first (OWF) or prevention, retention and contingency (PRC) until the cost of the fraudulent assistance is repaid in full.  (2) Disqualified from the food stamp program for twelve months for the first violation except as provided in paragraphs (A)(5) to (A)(8) of this rule.  (3) Disqualified from the food stamp program for twenty-four months for the second violation except as provided in paragraphs (A)(5) to (A)(8) of this rule.  (4) Disqualified from the food stamp program permanently for the third violation except as provided in paragraphs (A)(5) to (A)(8) of this rule.  (5) Court conviction: controlled substance violation  Individuals found by a federal, state, or local court to have used or received food stamp benefits in a transaction involving the sale of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)) shall be ineligible to participate in the program for a period of twenty-four months upon the first occasion of such a violation and permanently upon the second occasion of such a violation.  (6) Trafficking food stamp benefits of five hundred dollars or more  An individual shall be permanently disqualified if he/she is convicted by a federal, state, or local court of trafficking food stamp benefits for an aggregate amount of five hundred dollars or more.  (7) Court conviction: firearms, ammunition, or explosives violation  Individuals found by a federal, state, or local court to have used or received food stamp benefits in a transaction involving the sale of firearms, ammunition, or explosives shall be permanently ineligible to participate in the program upon the first occasion of such violation.  (8) Receipt of multiple benefits simultaneously  An individual shall be ineligible to participate in the food stamp program for a ten-year period if the individual is found, through an administrative disqualification hearing, a federal, state, or local court, or who has signed either a waiver of right to administrative disqualification hearing or a disqualification consent agreement in cases referred for prosecution, of having made a fraudulent statement or representation with respect to the identity or place of residence of the individual in order to receive multiple benefits simultaneously under the food stamp program.</p> <p><b>5101:6-20-12 Advance Notice of the Administrative</b></p>
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		<p><b>Disqualification Hearing</b></p> <p>(A) The Bureau of State Hearings shall provide written notice to the accused individual at least thirty days prior to the hearing date, unless the thirty-day advance notice period has been waived under the provisions of rule 5101:6-20-11 of the Administrative Code.</p> <p><b>5101:6-20-16 Administrative Disqualification Hearing Decisions</b></p> <p>(A) (2) Administrative disqualification hearing decisions shall be issued within ninety days of the mailing date of the "Advance Notice of Administrative Disqualification Hearing," JFS 04061 (rev. 6/2001).</p> <p>(3) If the hearing was postponed, under the provisions of rule 5101:6-20-15 of the Administrative Code, the ninety-day time limit shall be extended by as many days as the hearing was postponed.</p>
2.4	Automate Hearing Schedules	<p>HATS II will provide automated scheduling of hearings based on the following scheduling parameters These parameters are to be table driven (lookup tables):</p> <ul style="list-style-type: none"> <li>• No limit to the number of appeal numbers that can exist for one scheduled hearing</li> <li>• Scheduling must meet Notice requirement (at least 10 days client notification for original hearings, 30 days client notification for IPV hearings)</li> <li>• IPV hearing will be scheduled for a specific hearing Officer's Docket</li> <li>• IPV hearings will be scheduled for 30 minutes</li> <li>• Hearings for more than one appeal number must be for the same client, time and location</li> <li>• Rooms available at each county agency where hearings can be conducted</li> <li>• Hours that each county agency is open for business</li> <li>• No hearings 12:00 – 1:00 p.m.</li> <li>• Metro hearings can only be scheduled with hearings officer's specific to that Metro County</li> <li>• Hearing Type (Original Hearings, IPV, Vacate/Remand, Reschedule, Third Party)</li> <li>• Original Hearings - 20 minute intervals</li> <li>• Re-scheduled Original Hearings 20 minute intervals</li> <li>• Re-scheduled IPV Hearings 30 minute intervals</li> <li>• Third Party Hearings 40 minute intervals</li> <li>• Hearings requiring an interpreter/video conference – 40 minute intervals</li> </ul> <p>The scheduling engine must allow for calendar level scheduling by hearing officers and agency office to allow for holidays, vacations, leaves, work hours schedule etc. The hearing officer calendars would be managed by an authorized person overseeing each agency office. Additionally, the length (time) for each type of hearing must be configurable.</p>
2.5	Automate Hearing Schedules	<p>HATS II will update hearing Dockets with all scheduled hearings. Appeals automatically added to Hearing Officer Docket when reschedule button clicked.</p>
2.6	Automate Hearing Schedules	<p>HATS II will provide notification to Hearing Officers when Docket is full/completed.</p>

2.7	Automate Hearing Schedules	HATS II will send the completed Docket to the Hearing Officer for whom the hearings are scheduled and a copy to the county agencies.
2.8	Automate Hearing Schedules	HATS II will allow manual scheduling (hearings entered and Dockets created outside the automated process requested).
2.9	Automate Hearing Schedules	HATS II will allow manual override for sending Dockets.
3.0	Document/Case Management	HATS II will allow the ODJFS Office of Information Services (OIS) System Administrators, Bureau of State Hearings (BSH) Administrators, BSH Managers, Hearing Authorities, BSH Hearing Officers and BSH Hearing Assistants the capability to manage documents added to the system.
3.1	Document/Case Management	HATS II will create a case for each client's hearing request.
3.2	Document/Case Management	The case will contain all documents and audio files as related to the hearing for the case. Examples include but are not limited to the following: Hearing request record, hearing schedule data, hearing schedule notice, attachments from other systems as miscellaneous documentation, audio files from hearing, hearing decision.
3.3	Document/Case Management	HATS II will organize documents based on appeal number.
3.4	Document/Case Management	A Records Manager will be implemented to electronically manage the records according to the Data Retention Period. 7 years for closed case – Data is Confidential.
3.5	Document/Case Management	The Records Manager disposition/sweep processes shall be automated to run on scheduled basis.
3.6	Document/Case Management	The Records Manager will allow for cases to be held in the event they are needed beyond the data retention period (7 years after closed case).
3.7	Document/Case Management	The ability to review all records that are held, the date placed on hold and the reason for the hold.
3.8	Document/Case Management	The Records Manager interface should be integrated within the HATS II application.
3.9	Document Processing	HATS II will allow for the creation of disposition templates.
4.0	Document Processing	<p>HATS II will allow for all parties to receive a copy of the disposition – (electronically where applicable) in an automated manner. HATS II will manage disposition printing, emailing and mailings; including instructions and other documents related to Dispositions</p> <p>Hearing and Appeal Disposition Types:</p> <ul style="list-style-type: none"> <li>• Denial</li> <li>• Pending Abandoned (system auto-updates Pending Abandoned to Abandoned on 11<sup>th</sup> day)</li> <li>• Withdrawal, verbal withdrawal</li> <li>• Hearing Decision (Sustained, Overruled)</li> <li>• Compliance Approval</li> <li>• Administrative Appeal Decision</li> <li>• IPV Dispositions</li> </ul>
4.1	Output- Client Notifications	<p>Automated Notifications:</p> <p>HATS II will generate and mail notifications. The creating, printing, mailing, records management, and internal distribution of decisions and notices are required functions.</p>

		<p>The list below was provided as an overview. The Bureau of State Hearings shall provide an all inclusive list of required notifications (Notices) during the detailed requirements.</p> <p>Note: All notices to the Client would be sent to the Third Party and to the Client's authorized representative(s) if the authorized representative(s) contact information has been entered into the HATS II System.</p> <ul style="list-style-type: none"> <li>• Notification to Client of a scheduled original state hearing date</li> <li>• Notification to Client of a re-scheduled state hearing date</li> <li>• Notification to Client of a scheduled IPV hearing date</li> <li>• Notification to Client of BSH denial of appeal request Notification to Client of appeal dismissal due to client's failure to appear for state hearing (this notification informs Client to show "Good Cause" to get hearing rescheduled). Referenced as "Ab Notices".</li> <li>• Notification to Clients of actions related to original hearing Decision and rights to administrative appeal</li> <li>• Notification to Clients of Hearing Dismissal – Based on Client's Withdraw of Hearing Request</li> <li>• Notification to Clients of actions related to IPV hearing Decision and right of client to appeal to court of common pleas. The Waiver and Waiver instructions forms are included in this mailing in the hearing decisions</li> <li>• Notification to third-party and client representatives of actions related to hearing dispositions and client's rights to administrative appeal which include copy of hearing decision, dismissals and withdrawals.</li> <li>• Notification to clients of administrative appeal decision and right of client to appeal to court of common pleas- referenced as AA (Administrative Appeal) Decision.</li> <li>• Notification to County of administrative appeal decision referenced as AA Decision.</li> <li>• Notification to third-party and client representatives of actions related to administrative appeal decisions and copy of administrative appeal decision.</li> <li>• Notification to clients of County's request for IPV hearing (waiver is included with Notice)</li> <li>• Notification to Clients of actions related to IPV hearing Decision</li> <li>• Notification to County of actions related to IPV hearing outcomes</li> <li>• Notification to County of County Review outcomes referenced as CR decision.</li> <li>• Notification to Clients of actions related to hearing dispositions</li> <li>• Notification to Counties of actions related to hearing dispositions</li> <li>• Notification to County of Outstanding Compliances – This is a new Report.</li> <li>• Notification to County of pending appeals and compliances.</li> <li>•</li> </ul>
4.2	Output	HATS II will automatically post redacted copies of decisions to the desired internet and or ODJFS intranet websites.
4.3	Output	HATS II will contain the required templates to generate decisions. Administrators shall have the ability to create and add new templates to the system.

4.4	Output	The HATS II generated decision templates will include parameters for any rights, responsibilities or instructions to/for the receiver(s) ... (Examples: hearing accommodations, or requesting an interpreter)
4.5	Output	HATS II will generate and mail Notices based on predefined conditions (Example: A Client does not receive a copy of the Disposition of a County Review.)
4.6	Output - Document/Case Management	HATS II will save to the requested document management system a copy of every Notice – Need to save the first page only as pages 2-4 are standard to every Notice. This shall be filed as part of the client's case.
4.7	Output - Reports	<p>Federal, State, and Bureau Reporting Requirements: The reports listed below are mandated for statistical reporting of BSH business. Detailed Requirements sessions will need to be held to determine additional reporting needs. The list below is not all inclusive and will be determined with additional requirements sessions.</p> <ul style="list-style-type: none"> <li>• Abandoned Good Cause - Appeals that had a disposition of Abandoned, but were later determined to have cause</li> <li>• Active Over 30 Days - Appeals that have been active over 30 days beyond Request Date</li> <li>• All Active Cases - All appeals that have no disposition at end of reporting month</li> <li>• Daily Case Entry - Appeals that have been entered in HATS within a specified date range</li> <li>• Decision Issued - Summary of appeals by district that have a disposition of Sustained or Overruled within reporting period</li> <li>• Dispositions - Appeals with a disposition</li> <li>• Pending Administrative Appeals - Administrative appeals that have no disposition</li> <li>• Individual monthly production reports for administrative appeal examiners, hearing authorities, hearing officers, compliance officers</li> <li>• Pending report for specified period – original hearings, administrative appeals, IPV hearings and compliance</li> <li>• Rescheduled report - show cases rescheduled</li> <li>• Outstanding Compliance - Individual County reports to be sent to each County with outstanding compliances</li> </ul>
4.8	Output - Reports	The reporting Interface will be integrated in HATS II.
4.9	Information Services	HATS II will maintain an audit trail log for all database transactions including manual override functions. The audit log will maintain at a minimum: the user accessing the system, date, time, and data accessed.
5.0	Information Services	HATS II will use Novell LDAP for user authorization and authentication.
5.1	Information Services	HATS II will utilize the 'out of box' capabilities of FileNet P8 which includes workflow, business process framework, process analyzer, records manager where applicable and will refrain from customizations except where absolutely necessary.
5.2	Information Services	HATS II will use an Oracle Database.
5.3	Information Services	Application design and development using IBM Content Manager and Business Process Manager must adhere to IBM best practices. IBM documentation can be found at the following links:

		<a href="http://www.redbooks.ibm.com/abstracts/sg247547.html">http://www.redbooks.ibm.com/abstracts/sg247547.html</a> <a href="http://www.redbooks.ibm.com/abstracts/sg247509.html?Open">http://www.redbooks.ibm.com/abstracts/sg247509.html?Open</a>  The basic application design must be approved by ODJFS before development can begin. During the project, all basic application design changes must be approved by ODJFS Production.
5.4	Information Services	The Contractor will facilitate the involvement of a minimum of one ODJFS FileNet development staff imbedded into this project as an assigned resource. This assigned ODJFS FileNet development staff will be assigned development work on the project by the Contractor (approx. 20 hours per week) and will attend all project team meetings.
5.5	Information Services	<p>The load testing shall simulate as closely as possible the anticipated production environment. For example: both in number of users, complexity of processes and amount of data accessed to verify the application will perform and meet the user requirements when in Production.</p> <p>Load testing should start at a minimum level and increase until the application's performance is no longer acceptable (Break Level).</p> <p>The application Break Level should be at least 75% more than the anticipated production level. One of the main goals of Load Testing is to find and identify application processes that need to be fine tuned to work well in production. ODJFS employs HP's Performance Center 9.5x for automated load testing. The offeror should understand and utilize the tool to perform and manage the load testing sessions.</p>
5.6	Information Services	HATS II will use TIBCO to leverage connectivity and data transfer between FileNet and the CRIS-E, SETS and SACWIS applications.
5.7	Information Services	HATS II will be designed so that an automated backup can be scheduled after hours each night.
5.8	Information Services	HATS II will be designed in the on-site development environment, migrated to the user acceptance test environment and upon successful signoffs will be migrated to the production environment.
5.9	Information Services	The Contractor will follow the ODJFS applicable naming standards in design and development of the HATS II System.
5.7	Information Services	The Contractor will configure any scanning stations (scanners, pc, etc.) if needed as part of this engagement.
5.8	Information Services	<p>The Contractor will provide at a minimum the following documentation as part of the project:</p> <ul style="list-style-type: none"> <li>• project plan,</li> <li>• system requirements specification document,</li> <li>• system design specifications document,</li> <li>• work plan,</li> <li>• staffing plan,</li> <li>• implementation plan,</li> <li>• communication approach,</li> <li>• migration plan,</li> <li>• contingency plan,</li> <li>• data conversion plan,</li> <li>• user and technical training plan,</li> <li>• training materials,</li> <li>• system test plan,</li> <li>• UAT test plan,</li> <li>• change control plan,</li> </ul>

		<ul style="list-style-type: none"> <li>• change request process,</li> <li>• system administration document,</li> <li>• knowledge transfer approach,</li> <li>• issue and risk management approach,</li> <li>• deployment plan,</li> <li>• backup plan and</li> <li>• support plan</li> </ul>
5.9	Information Services	The Contractor will use the Dimensions tracking system for the change control process.
6.0	Information Services	System design will be approved by the ODJFS Office of Information Services prior to moving to the user acceptance testing (UAT) environment.
6.1	Information Services	System design is to be completed in a manner to allow for growth and expansion. Where possible the system is to be designed with 'out of box' software configuration and minimize customization.
6.2	Information Services	The Contractor will provide technical training sessions for ongoing support of the system.
6.3	Performance Requirements	<p>The following is a list of response times that will be considered acceptable for activities on the system:</p> <p>Simple: &lt; 1-2 seconds  Medium: &lt; 5 seconds - 30 seconds  Complex &lt; 30 seconds -2 minutes</p> <p>Simple request is defined as a simple data query such as a lookup by last name, case number etc.  Medium request is defined as hearing officer schedule for particular week or print request etc.  Complex request is defined as rendering detailed federal reports, complex queries etc.</p>
6.4		<p>Conversion of existing data from current Hearing Appeals Tracking System (HATS) and Network Drive:</p> <ul style="list-style-type: none"> <li>• Seven years of existing HATS data will be converted to the HATS II System.</li> <li>• Seven years of existing Novell Share Drive files (commonly referred to as the I Drive by business customers) will be converted to the HATS II System.</li> <li>• No current paper based documentation will be converted as part of this project.</li> </ul>

**Required systems environments.** The HATS II application must utilize the following ODJFS provided systems and environments.

HATS II must be written in FileNet P8

The FileNet P8 environment at ODJFS consists of the following three environments: Development, User Acceptance Testing (UAT) and Production. The operating system is IBM AIX running WebSphere and FileNet P8 connected to an Oracle Database for each of the three environments.

Oracle database support

Interfaces to ODJFS legacy applications CRIS-E, SETS and SACWIS

The TIBCO (The Information Bus Company ) interface tools will connect the HATS II System to deliver dates, appeal number, type of disposition (Abandon, Denial, Withdrawal, etc.) of hearings to the CRIS-E, SETS and SACWIS legacy systems. The TIBCO interface will connect to CRIS-E, SETS and SACWIS to retrieve client data based on CASEID. Client data would consist of first name, middle initial, last name, mailing address etc..

Novell LDAP for authentication and authorization  
Novell GroupWise services for printing support  
Interfaces to ODJFS web sites (both intranet and internet)

The following tasks and deliverables will be used to define the fee structure for payment under this Contract.

### **Task 1 - Project Management**

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

- Kickoff Meeting;
- Project Plan Development and Management;
- Approach Documents; and
- Meeting Attendance and Reporting.

**Kickoff Meeting.** The Contractor must conduct a Project kickoff meeting presentation to the sponsors, key stakeholders and core project team within five business days after the State issues a purchase order. 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; and
- Deliverables.

**Project Plan Development and Management.** The Contractor must submit an updated Project Plan, in Microsoft Project and paper form, to the State's Project Manager for approval within ten days after the State issues a purchase order. The Contractor must lead 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.

Thereafter, the Contractor must:

- Formally update the Project Plan, including work breakdown structure (WBS) and schedule, and provide the updated Project Plan as part of its reporting requirements during the Project; and
- Ensure the Project Plan allows adequate time for the State's review, commentary, and approval on all deliverables.

The State will determine the number of business days it needs for such reviews and provide that information to the Contractor after award and early in the development of the Project Plan. Should the State reject the plan or associated Deliverables, the Contractor must correct all deficiencies and resubmit it for the State's review and approval until the State accepts the Deliverable at no additional cost to the State.

**Approach Documents.** The Contractor must develop approach documents to establish Project standards and provide an overall context to manage the Project life cycle. Each document below will summarize a high-level approach for a specific area of the Project. The following approach documents must be developed and executed:

- **Communication:** The Contractor must develop the Project communication approach and work with ODJFS representatives to execute the communication activities. The Contractor shall be responsible for the communication activities including planning, scheduling and performance reporting. All HATS II communication materials must have a consistent look, feel and message throughout all forms of media.

- **Knowledge Transfer:** The Contractor must develop the Project knowledge transfer approach to ensure State staff has adequate knowledge of the ODJFS solution and business processes for ongoing operation and support. For this project, the Contractor must utilize ODJFS resource(s) in the development and implementation phases.
- **Issue and Risk Management:** The Contractor must develop the issue and risk management approach. The approach document must provide a systematic methodology of identifying, analyzing, resolving and tracking Project issues and risks.
- **Training:** The Contractor must develop the Project training approach to ensure ODJFS staff can operate and support the solution.
- **Change Control Plan:** The Contractor must develop a Change Control Plan which establishes the Change Control roles and responsibilities, policies, guidelines, processes and procedures necessary for managing the changes, both technical and other changes, during the life of HATS II project. This document will identify how changes are identified, defined, evaluated, approved, and tracked through completion.
- **Change Request Process:** The Contractor must develop a change request approach. The approach document shall provide a process for documenting, analyzing, approving and tracking scope changes for the duration of the Project per the Changes section (Attachment Four, Part Two).

**Meeting Attendance and Reporting Requirements.** The Contractor must adhere to the following meeting and reporting requirements:

- Immediate Reporting - The Project Manager or a designee must immediately report any staffing changes for the Project to the Project Representative (see: Attachment Four: Part Two: Replacement Personnel).
- Weekly Status Meetings - The Project Manager and other Project team members must participate in weekly status meetings with the Project Representative and other people deemed necessary to discuss Project issues. The Project Representative will schedule these meetings, which will follow an agreed upon agenda and allow the Contractor and the State to discuss any issues that concern them. The weekly meetings may be conducted remotely unless the State deems the meetings need to be on-site or if the Contractor staff is working on-site.
- Provide Status Reports - The Contractor must provide written status reports to the Project Representative at least one full business day before each status meeting.
- The Contractor's proposed format and level of detail for the status report is subject to the State's approval.
- Prepare Weekly Status Reports - During the Project, the Contractor must submit a written weekly status report to the Project Representative on a mutually agreed upon day. At a minimum, weekly status reports must contain the following:
  - A description of the overall completion status of the Project in terms of the approved Project Plan (schedule and cost);
  - Updated Project schedule;
  - The plans for activities scheduled for the next week;
  - The status of any Deliverables;
  - Time ahead or behind schedule for applicable tasks;
  - A risk analysis of actual and perceived problems; and
  - Strategic changes to the Project Plan, if any.

#### **Project Management Deliverables**

1. Kickoff Meeting Presentation
2. Updated Project Plan
3. Communication Approach
4. Knowledge Transfer Approach
5. Issue and Risk Management Approach

6. Training Approach
7. Change Control Plan
8. Change Request Process
9. Weekly State Reports\*

\*Weekly Status Reports do not require a Deliverable review cycle.

## **Task 2 - Requirements Analysis**

The ODJFS team has completed the requirements gathering activities for the development of the HATS II System. It is anticipated the Contractor will quickly move to the design task without substantial requirements analysis rework. The team has documented these requirements within the Scope of Work.

**System Requirements Specification.** The Contractor must review and update (if necessary) the ODJFS provided System Requirements Specifications. The Contractor must work with State staff to fully understand the scope, purpose, and implications of each requirement in Attachment Two.

### **Requirements Deliverables**

1. Updated System Requirements Specification

## **Task 3 - Design**

**System Design Specification Documents.** Based upon the approved System Requirements Specifications, the Contractor must prepare a System Design Specification Document for each of the system components that will need to be developed, modified, or configured during the construction phase of the project. The system design must comply with ODJFS policies and standards included as Supplements One (design) and Supplement Two (testing). These system design documents must include the following components:

- System configuration (if a packaged system)
- System modifications (if a packaged or pre-developed system)
- System database model – entity relationship diagram
- Applicant, processor and administrative pages and functions
- Rules engine
- Workflow and notification processing
- System interfaces
- Imaging, OCR and indexing configuration
- System security
- Transaction and system auditing
- Data conversion procedures and/or programs (if applicable)
- Reports and queries
- Technical architecture solution, including capacity planning
- Backup and disaster recovery for development and production

The System Design Specification documents must contain all the information necessary to implement the HATS II System. As each component design is reviewed and approved, construction or configuration can begin on that specific component of the system. The Contractor must conduct on-site walkthroughs of the System Design Specification Documents with ODJFS Staff and technical resources during the development of the design specification to enhance ODJFS' understanding and to facilitate the approval process. The State seeks a complete solution design, and the Contractor must provide any incidental components omitted from the list above to ensure the implementation of a complete solution that meets the needs of ODJFS.

All the elements of the System Design Specification for each solution component must be traceable back to the approved requirements contained in the SRS Document.

### **Design Deliverables**

1. System Design Specification Documents
2. Data conversion procedures document

### **Task 4 - Component Construction and Unit Test**

**Prepare Development Environment.** ODJFS staff will set up and provide the Contractor with the development environment based on the proposed technical solution. The Contractor's technical staff will assist the ODJFS technical team during the development environment setup.

ODJFS will provide the required development hardware and software environments for the project. It is the responsibility of the Contractor to provide special development software that it requires.

**Component Build and Unit Testing.** The Contractor must develop, modify and configure the ODJFS solution. The Contractor must unit test the functionality of each component of the solution described in the SRS and SDS documents.

Once completed, the Contractor must provide a letter certifying that the build and unit test activities are complete to the satisfaction of the state.

The Contractor must employ an industry standard software configuration management approach to conduct an efficient, auditable and secure component construction process.

**Project Documentation.** The Contractor must create, update and maintain all project documentation throughout the project lifecycle and provide ODJFS the following documentation at Project Close Out:

- **User Documentation.** User Documentation for the HATS II System must include, but is not limited to: log-on and log-off procedures, basic access, user and help procedures and navigation instructions. The Contractor must prepare user documentation for each functional component of the HATS II System.
- **Operations Documentation.** Operations Documentation must include overviews of the application, system structure, major processing and required interfaces. The Operations Documentation must describe all required tasks to support, maintain and enhance the system in a production environment. Documentation must include, but is not limited to: any required periodic maintenance; installation and configuration; and backup and recovery tasks. The documentation must also include the overall batch or background process schedule, including dependencies, sequencing, and timing.
- **System Administration Documentation.** The System Administration Documentation must describe the operation and administration of all administrative functions included in the HATS II System. This documentation must describe the security roles necessary for the operation and administration of each function. The manual must be organized by HATS II System administrative function.
- **System Architecture Documentation.** The Contractor must produce complete System Documentation of the application software and its architecture (e.g., implementation view of the application architecture), which includes points of integration and required interfaces to external systems. This documentation must also include all Project programs and executables.

### **Component Construction and Unit Test Deliverables**

1. Component Build and Unit Testing Completion Letter

### **Task 5 - User and Technical Training**

**Prepare Training Environment.** ODJFS staff will set up and provide the Contractor with the testing environment based on the proposed technical solution. The Contractor's technical staff will assist the

ODJFS technical team during the testing environment setup. The testing environment will be used for training activities.

**Course Design and Scheduling.** The Contractor must work with the ODJFS team to finalize the User and Technical Training Plan based on the functional and technical components of the system. The User and Technical Training Plan must include an initial list of attendees, training courses, estimated course length, courseware requirements, tools and templates, and training facility requirements.

ODJFS requires the Contractor to provide training for up to 20 ODJFS staff composed of users (approximately 12) and technical staff (approximately 6). The trained ODJFS user staff will then train and support the approximately 300 ODJFS users throughout the State. The Contractor is responsible for providing training to UAT staff. At a minimum, this training must walk the ODJFS team through the testing plan and schedule; the testing cycles and expected results; and the process for logging any issues encountered during testing. Any training required outside of this group will be conducted by ODJFS.

ODJFS will provide classrooms at a designated State training site. ODJFS has network connections and all materials (personal computers, desks, chairs, etc.) necessary for 12 to 15 students per class. The training presentation style must be hands-on, instructor led. ODJFS staff must coordinate training to ensure that it meets the objectives for performance support once trainees complete training. ODJFS may record any training sessions and use any training materials for future training, user documentation, or promotional use.

The Contractor must provide training in the categories listed below.

- **Online Demo Capability** - The Contractor must provide demonstration capability of the major functions within the HATS II System. This demo must provide basic data, and allow the user to enter or modify information to simulate actual use of the system. This demo must be utilized for training and made a part of the final HATS II System so the new users will have an online demo to assist in learning the system's functionality.
- **UAT Staff** - The Contractor must train all appropriate ODJFS staff (not more than 12 people) in the functions, features, and operations of the HATS II System for successful execution of UAT.
- **End User Training** - The training must be geared toward the understanding and performance of the overall operation of the functions and administration of the HATS II System. The Contractor must provide this training for a maximum of 15 staff and management personnel.
- **Training on System Maintenance and Operation** - This training covers any functions performed by technical staff on installation, troubleshooting, system integration as well as basic system modifications. This training will be provided for a maximum of 10 technical staff.

**User and Technical Training Materials.** The Contractor must develop the necessary training materials for each of the courses. All training materials must be reviewed and approved by ODJFS prior to the start of training.

**Training Delivery.** Prior to deployment, the Contractor must submit a letter certifying the completion of user and technical training.

#### **Training Deliverables**

1. User and Technical Training Plan
2. Training Materials
3. Letter certifying completion of Training Delivery

### **Task 6 - System Integration, Performance Test and Capacity Planning**

**Prepare Testing Environment.** ODJFS staff will set up and provide the Contractor with the testing environment based on the proposed testing requirements. The Contractor's technical staff will assist the ODJFS technical team during the testing environment setup.

The system testing must comply with ODJFS policies and standards included as Supplements One (design) and Supplement Two (testing)

**System Test Plan.** The Contractor must develop the proposed system test plan. The Contractor must work with ODJFS to develop test cases, scripts and scenarios for testing. The plan must clearly set forth how the system test will fully test the HATS II System and its features. The plan must identify the inputs to the test, the steps in the testing process and the expected results. The plan must also identify any software tools used during testing and all ODJFS resources needed. The Contractor must direct system testing and operate the system in accordance with the system testing plans.

**Execute System Testing.** The Contractor must take responsibility for the ultimate implementation of the plan to accomplish the following tasks:

- Provide the specifications of the system test environment;
- If major defects are found during system testing, the entire test script must be re-initiated and the test period must begin again (An example of a major defect is anything that stops the system from functioning or fails to deliver required functionality);
- Plan for documenting and resolving any errors encountered during system testing;
- Provide adequate technical and other staff dedicated to testing support and problem resolution while the test is in progress; and
- Execute the system test plan.

**System Test Results Document.** The system test results document must include enough information to permit ODJFS to validate the test has been successfully executed in accordance with the approved system test plan. The occurrence of defects and their resolutions must be reported in the test results document.

**Performance Testing Document and Execution.** The Contractor must analyze and evaluate performance of the HATS II System. This testing must include performing load testing and balancing. ODJFS does not currently and does not intend to license any additional performance testing tools. It is the responsibility of the Contractor to provide all necessary performance testing tools for the project. The Contractor must perform all system modifications required to ensure system performance meets performance requirements as specified in the RFP. ODJFS may consider suggested changes to system settings as appropriate. All results and recommendations must be provided in the Performance Test Document.

**Capacity Planning.** The contractor must provide a capacity planning document with projections for future growth requirements of the HATS II System. This document must address all areas that could affect future performance including, but not limited to: processing power, software versions, storage, backups, connectivity, interfaces etc.

#### **System Integration, Performance Test and Capacity Planning Deliverables**

1. System Test Plan
2. System Test Results Document
3. Performance Test Document
4. Capacity Planning Document

#### **Task 7 - User Acceptance Test**

**User Acceptance Test (UAT) Plan.** The Contractor must develop, with assistance from ODJFS, a UAT plan that covers, at a minimum:

- Documentation of UAT cases, scripts, procedures, timelines and processes;
- Scope of tests and expected results for both software functionality and manual procedures; and
- Methods for reporting, reviewing, and correcting discrepancies identified during UAT.

**Monitor and Support the UAT Processes.** The Contractor must monitor and support the UAT process. During UAT, ODJFS staff trained by the Contractor must use the system to test the system functionality. The Contractor must support this effort in the following ways:

- Provide data to execute the user acceptance test;
- Provide full time, on-site Contractor staff to assist ODJFS staff for the first two weeks of the UAT and have these specialists on-call throughout the duration of UAT; and
- Work with ODJFS to operate the system.

**Log, Track and Resolve System and Database Problems.** The Contractor must track all defects throughout UAT and repair the defects throughout the UAT process. All corrections must be reported to the ODJFS Project Management Team.

**Produce UAT Final Report.** The Contractor must provide the UAT Final Report which includes the UAT outcome. The UAT Final Report must include enough information to permit the ODJFS to validate that the test has been successfully executed. The Contractor must include all defects identified and their resolutions in the UAT Final Report.

**Certify System is ready for Deployment.** The Contractor must provide a UAT certification letter, in writing, that UAT was successfully completed and the system is ready for production.

#### **User Acceptance Test Deliverables**

1. UAT Test Plan
2. UAT Final Report
3. UAT Certification Letter

### **Task 8 - Deployment**

**Prepare, Test and Support Production Environment.** ODJFS will complete the setup and testing of the production environment with the assistance of the Contractor. ODJFS staff will perform the final deployment (promote system to production) with assistance from the Contractor. The final milestone is completed when the proposed HATS II System is fully operational and accepted by ODJFS.

**Deployment Plan.** The Deployment plan must demonstrate to the State how the Contractor will deploy the HATS II System. The plan must detail the approach for coordinating the following:

- Technical preparation and system changeover activities;
- Development of an implementation activities checklist;
- Final data conversion activities
- Deployment schedule; and
- Activities required to effectively operate and maintain the HATS II System.

**Contractor Deployment Support Responsibilities.** During Deployment and the performance period, the Contractor must respond to any issues within four hours of notification of a problem. Incident resolution must be within 24 hours of notification, unless otherwise agreed upon by ODJFS. The Contractor must document and provide all incidents and resolutions to ODJFS. The Contractor's staff is not expected to be on-site but is on call for issues regarding the implementation and may be brought back on-site at ODJFS' request.

**System Acceptance Certification.** Upon completion and acceptance of the Implementation, and successful completion of the performance period, the Contractor must present the system to the State for acceptance. The system presented for final acceptance must account for all required functionality, features and performance requirements. The final certification document must also include all of the activities performed during the performance period including but not limited to, issues identified, issues resolved and issues outstanding; system tuning activities; and, any system modifications migrated to production during the system performance period.

**Project Close Out.** The Contractor must organize and turn over to the State all files, documents and other Project artifacts produced for use by the ODJFS HATS II Project after acceptance of the solution.

**Documentation Handoff.** The Contractor must provide (in hardcopy or softcopy) product documentation for the following:

- User Documentation;
- Operations Documentation;
- System Administration Documentation;
- System Architecture Documentation; and

If available, the Contractor must provide online links to support sites/forums.

### **Deployment Deliverables**

1. Deployment Plan
2. System Acceptance Certification
3. Project Close Out
4. Documentation Handoff

### **Task 9 - Warranty, Enhancements, Production Support and Maintenance**

In addition to the one year warranty, the Contractor must be responsible for maintenance, enhancements, and production (Level 2) support during the first two years of operation. The two year operational period starts after the State has accepted the HATS II System in production. The Contractor is required to provide Level 2 support during this two year period. However, the cost associated with warranty work (maintenance) in year one is not billable. This task describes the Contractor's responsibilities for the warranty, enhancements, production support and maintenance of the HATS II System solution.

Ongoing corrections of the HATS II System solution will be characterized as maintenance, which is initiated after the one year warranty, and ongoing changes to the HATS II System solution for additional functionality will be characterized as an enhancement. The maintenance and enhancement requests will be billed as Time and Materials Change Orders using the Rate Card rates as provided in the Contractor's Cost Summary. Level 2 Support must be available during the State's regular business hours, 8 am to 5 pm, Eastern Time, Monday through Friday. Adequate coverage is essential to maintain a stable production environment.

Contractor staff providing support must have been involved in the original implementation. No new Contractor staff members can be used for system support without ODJFS approval.

**Production Support.** The Contractor must provide Level 2 support and assistance with maintaining operations of the HATS II System solution.

**Level 1 Support:** The ODJFS Help Desk and ODJFS technical team will provide Level 1 Support. This support will include initial calls primarily from users. The ODJFS technical team will also provide the first line of software and hardware support.

**Level 2 Support:** The Contractor must provide Level 2 Support for the ODJFS Help Desk and ODJFS technical team. If the ODJFS Help Desk staff or the ODJFS technical team cannot resolve a problem submitted to the ODJFS Help Desk, the Contractor must be responsible for resolving the issue.

**Updates, Patches and Repairs.** ODJFS with assistance from the Contractor must update, patch, and repair the system software components in the development and UAT environment prior to promotion to production. All updates, patches, and repairs must be fully and successfully tested before migration to production.

For implementation of updates, patches, and repairs of the HATS II System, ODJFS with assistance from the Contractor will coordinate releases with regularly scheduled maintenance releases.

**Correction of System Defects.** The Contractor must correct system defects, which are system malfunctions or functional deviations from ODJFS approved system design. The Contractor must correct system defects in the development and UAT environment prior to promotion to production. No requirements or design changes are involved in the correction of system defects. The Contractor must take corrective action and ensure that the system performs as designed. All system defects must be fully and successfully tested before migration to production.

For system defects ODJFS with assistance from the Contractor will coordinate releases with regularly scheduled maintenance releases.

The Contractor must use the following definitions of resolution priority for system defects discovered during production:

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

The Contractor must review all critical and high-priority problems immediately. The Contractor must review all medium- and low-priority problems within four business hours of receipt of the problem report.

Problems and inquiries that cannot be resolved immediately upon receipt by the Contractor must be classified into the following categories of complexity:

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

The Contractor must submit a written report of the analysis to the ODJFS upon completion of the analysis and diagnosis that identifies the proposed resolution, if it can be identified at that time, and the anticipated completion date/time. Once the resolution is defined (if not defined with initial diagnosis), the Contractor must confer with ODJFS to confirm approval of the resolution. The Contractor must correct system fatal errors and abnormal ends, and the software defects causing such problems. On-line fatal errors and abnormal ends must be corrected within 24 hours from the time that the problem occurs unless ODJFS has approved additional time for corrective action. All other HATS II System issues and defects must be resolved within timeframes specified in the following table:

***Issue Resolution Time Frames***

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

Upon correction of the problem, the Contractor must notify ODJFS that the problem is resolved. The Contractor must fix all system defects unless the Contractor is not authorized to fix the defect. All defect resolutions must be approved by ODJFS.

For all system-related problems, the Contractor must work with State staff to diagnose and develop a plan to resolve all such issues. Resolutions may require the Contractor to monitor and tune the HATS II System to maintain system performance or correct deficiencies or problems with the functionality of subsequent HATS II System enhancements.

**Enhancements.** The Contractor will be responsible for implementing approved enhancements to the HATS II System as determined by ODJFS. The need for enhancements may be caused by changes in State regulatory requirements or by requests from ODJFS or its stakeholders. For the implementation of enhancements, the Contractor must work with ODJFS to coordinate the release of the enhancements with regularly scheduled maintenance. Enhancements must be in accordance with the Changes provision in the Contract and the pricing will be determined using the Rate Card included in the Cost Summary.

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

#### **State Project Manager**

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

#### **Subject Matter Experts (SMEs)**

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

#### **State Programmer/Development Staff**

State Programmer/Development staff will be integrated by the Contractor into the project to provide the necessary knowledge transfer to ODJFS technical staff.

The Contractor Project Manager and Team are critical to the success of the Project. At a minimum, the Contractor's staffing plan must include the following:

#### **Contractor Project Manager**

Responsibilities:

- Provide project management oversight through acceptance of the HATS II System
- Create and manage the Project Plan and Schedule
- Manage the Contractor Project team members
- Liaison between State and Contractor resources
- Initiate Quality Assurance processes to monitor the Project
- Manage issues and risks
- Point of escalation for Project issues
- Manage the deliverable acceptance process
- May also fulfill Project Team activities

#### **Contractor Project Team**

Responsibilities:

- Perform Implementation tasks and activities, and produce Project Deliverables
- Provide solution subject matter expertise and knowledge

- Report Project progress
- Perform Quality Assurance processes to monitor and control the Project
- Perform Project support
- Execute corrective actions and resolutions for system and Project issues and risks
- Work cooperatively with State staff

**Production Performance Testing.** Attachment Four: Part Five Standards of Performance and Acceptance describes the procedure and criteria for testing the production system. Requirements 5.5 and 6.3 in Attachment Two provide information related to performance expectations.

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

## PART TWO: SPECIAL PROVISIONS

**Software Licenses.** The Contractor is not expected to provide any software licensing for the HATS II project.

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

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

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

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

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

**Special Maintenance Standards.** If the State elects to acquire the hardware and related system software required for a complete turn-key solution, the Contractor must provide a 3 year warranty, support and maintenance as defined in Task 9. Additionally, the definitions for resolution priority, complexity and the resolution timeframes defined in Task 9 apply to any warranty, support or maintenance required for the hardware and related system software.

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

<b>Payment Milestone/Deliverable</b>	<b>Payment</b>
Completion and Acceptance of all Task 1 - Project Management Deliverables	5%
Completion and Acceptance of all Task 2 – Requirements Deliverables	4%
Completion and Acceptance of all Task 3 Design Deliverable	15%
Completion and Acceptance of all Task 4 – Component Construction and Unit Test	20%
Completion and Acceptance of all Task 5 – User and Technical Training	12%
Completion and Acceptance of all Task 6 – System Integration and Performance Test	12%
Completion and Acceptance of all Task 7 – User Acceptance Test	12%
Completion and Acceptance of all Task 8 – Deployment	20%
Task 9 – Warranty, Enhancements, Production Support and Maintenance	The cost for Warranty and Maintenance (year 1) is included in Tasks 1-8 above. The cost for Production Support (years 1 and 2) is billable per year. The Cost for Maintenance (year 2) is billable in year 2.
<b>Enhancements (years 1 and 2) and Maintenance (year 2)</b>	<b>Payment</b>
Utilizing the Rate Card	Upon Acceptance of Defined Deliverables or Time and Material Services

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

**Reimbursable Expenses.** None

**Bill to Address.** Ohio Department of Job and Family Services  
Fiscal Services Accounts Payable Section  
30 E. Broad Street, 38th Floor  
Columbus, OH 43215

**Location of Data.** The Contractor may require the use of State data for implementation work at an offsite location. ODJFS restricts the use of its network for transmittal of data. However, data may be transferred using ODJFS approved methods, with written approval from the ODJFS. This approval will only be granted upon receipt of a letter certifying the following: the data will be maintained in a secure manner; the data will not be used for any purposes other than those required to fulfill the contract; and upon completion of the project the data will be destroyed. The letter must also disclose the location of the data while under the control of the Contractor. Data and work performed must remain within the boundaries of the continental United States for this Project.

## ATTACHMENT THREE: REQUIREMENTS FOR PROPOSALS

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

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

Each Proposal must contain the following:

- Vendor Information Form (OBM-5657)
- Subcontractor Letters
- Standard Affirmation and Disclosure Form – Executive Order 2010-09S
- Offeror Certification Form
- Offeror Description
- Offeror Profile Summary Forms
- Proposed System Solution
- Proposed Technical Solution
- Staffing Plan and Key Personnel (Project Manager and Lead FileNet Developer)
- Time Commitment
- Assumptions
- Project Plan
- Work Plan
- Data Conversion Plan
- Support Requirements
- Pre-Existing Materials
- Commercial Materials
- Terms for Commercial Materials
- Conflict of Interest Statement
- Proof of Insurance
- Payment Address
- Legal Notice Address
- W-9 Form
- Declaration Regarding Terrorist Organizations
- Cost Summary (must be separately sealed)

**Vendor Information Form.** The offeror must submit a signed and completed Vendor Information Form (OBM-5657) for itself and for each subcontractor the offeror plans to use under the Contract. The form is available at <http://ohiosharedservices.ohio.gov/Vendors.aspx?Page=2>.

**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.

**Standard Affirmation and Disclosure Form – Executive Order 2010-09S.** The offeror must complete Attachment Six, Standard Affirmation and Disclosure Form – Executive Order 2010-09S.

**Offeror Certification Form.** The offeror must complete Attachment Seven, Offeror Certification Form.

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

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

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

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

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

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

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

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

- b) **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 above under item a, Mandatory Experience and Qualifications.

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

**Proposed System Solution.** The offeror must describe in detail how its proposed system solution meets the system requirements described in this RFP. The offeror may not simply state that the proposed solution will meet or exceed the specified requirements. Instead, the offeror must provide a written narrative that shows that the offeror understands the requirements of this RFP; how the offeror's proposed solution meets those requirements; and, provide any project examples to further illustrate the proposed solution. If applicable, the offeror must clearly indicate when commercial software is being proposed to meet a system requirement. ODJFS requires a system solution compatible with its current architecture.

All elements of the proposed system solution must meet the requirements for the Project. If any element of the proposed system solution does not meet the minimum requirements, the offeror's Proposal may be rejected as non-responsive.

**Proposed Technical Solution.** The offeror must describe and diagram in detail the technical architecture components required for the development, testing, training and production environments for the HATS II System solution. All hardware and required software for the project will be provided by ODJFS with the possible exception of Contractor utilized software tools.

All elements of the proposed technical solution must meet the requirements for the Project. If any element of the proposed technical solution does not meet the minimum requirements, the offeror's Proposal may be rejected as non-responsive.

**Staffing Plan.** The offeror must provide a staffing plan that identifies all the personnel by position that the offeror proposes to complete the Project. The staffing plan must show each individual's responsibilities on the Project. The State also requires a staffing plan that matches the skills and experience of the proposed Project Manager and Project Team to the activities and tasks that will be completed on the Project. In addition, the plan must have the following information:

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

members to other assignments during the Project, if the State believes that any such commitment may be detrimental to the offeror's performance.

The offeror must propose an experienced and capable Project Manager that will be available to successfully manage the implementation of the HATS II System for ODJFS. A resume must be provided for the proposed Project Manager to demonstrate proven experience as the Project Manager on projects of similar scale and complexity. Representative resumes are not acceptable.

The resume must include:

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

The offeror must propose an experienced and capable Lead FileNet Developer that will be available to successfully develop and implement the HATS II System for ODJFS. A resume must be provided for the proposed Lead FileNet Developer to demonstrate proven experience as the Lead FileNet Developer on projects of similar scale and complexity. Representative resumes are not acceptable.

The resume must include:

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

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

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

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

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

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

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

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

**Data Conversion Plan.** The offeror must fully describe its proposed approach, methods, and specific work steps to complete the required data conversion of existing active data into the HATS II System. The current active data consists of approximately 350,000 clients and approximately 750,000 appeals. Only the Oracle based case information will be converted into the HATS II System. No current paper based case information will be converted or added into the HATS II System.

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

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

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

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

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

deviation from the standard license, warranty, and other terms in Attachment Four also may result in a rejection of the offeror's Proposal.

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

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

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

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

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

**W-9 Form.** The offeror must complete the attached W-9 form in its entirety. The offeror must submit at least one originally signed W-9. All other copies of a Proposal may contain copies of the W-9. The offeror must indicate on the outside of the binder which Proposal contains the originally signed W-9. The form is available at: <http://obm.ohio.gov/MiscPages/Forms/default.aspx>

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

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

The Cost Summary form includes two sections:

- Not-To-Exceed Fixed Cost for the HATS II project.  
The offeror's cost for the entire Project must be represented as the Not-To-Exceed Fixed Cost
- Hats II Rate Card for enhancements and maintenance outside of warranty activities.  
The offeror must provide additional position titles and hourly rates for time and materials work requested by ODJFS outside of the warranty activities.

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

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

## ATTACHMENT FOUR: GENERAL TERMS AND CONDITIONS

### PART ONE: PERFORMANCE AND PAYMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

contractor with full and complete access to all Project work product, records, materials, personnel, meetings, and correspondence as the IV&V contractor may request. Additionally, the Contractor must include the obligations of this provision in all its contracts with its subcontractors that work on this Project.

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

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

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

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

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

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

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

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

must be endorsed to include a blanket waiver of subrogation. At a minimum, the limits of the insurance must be:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Contractor is responsible for coordinating changes with its subcontractors and adjusting their compensation and performance schedule. The State will not pay any subcontractor for the Change

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

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

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

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

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

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

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

The Contractor may not disclose any Confidential Information to third parties and must use it solely to do the Project. The Contractor must restrict circulation of Confidential Information within its organization and then only to people in the Contractor's organization that have a need to know the Confidential Information

to do the Project. The Contractor will be liable for the disclosure of such information, whether the disclosure is intentional, negligent, or accidental, unless otherwise provided below.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## PART FOUR: REPRESENTATIONS, WARRANTIES, AND LIABILITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

employees, agents, or subcontractors. The Contractor will not be responsible for any damages or liability to the extent caused by the negligence or willful misconduct of the State, its employees, other contractors, or agents.

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

## **PART FIVE: ACCEPTANCE AND MAINTENANCE**

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

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

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

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

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

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

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

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

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

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

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

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

**Equipment Maintenance.** If this Contract involves Equipment as a Deliverable, then, upon Equipment delivery and for 3 years after acceptance, the Contractor must provide Equipment maintenance to keep the Equipment in or restore the Equipment to good working order. If the State exercises its right to any optional maintenance periods, the Contractor's obligations hereunder will extend to those periods as well. This maintenance must include preventative and remedial maintenance, installation of safety changes, and installation of engineering changes based upon the specific needs of the individual item of Equipment. This maintenance must include the repair, replacement, or exchange deemed necessary to keep the Equipment in good working condition. For purposes of this Contract, Equipment restored to good working condition means Equipment that performs in accordance with the manufacturer's published specifications and the RFP Documents.

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

The following services are outside the scope of this Contract:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **PART SIX: CONSTRUCTION**

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

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

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

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

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

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

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

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

**Time.** Unless otherwise expressly provided, any reference in this document to a number of days for an action or event to occur means calendar days, and any reference to a time of the day, such as 5:00 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 Project to acquire an interest in anything or any entity under the Contractor's control, if such an interest would conflict with that official's or employee's duties. The Contractor must disclose to the State knowledge of any such person who acquires an incompatible or conflicting personal interest related to this Contract. The Contractor also must take steps to ensure that such a person does not participate in any action affecting the work under this Contract. However, this will not apply when the State has determined, in light of the personal interest disclosed, that person's participation in any such action would not be contrary to the public interest.

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

**Security & Safety Rules.** When using or possessing State data or accessing State networks and systems, the Contractor must comply with all applicable State rules, policies, and regulations regarding

data security and integrity. And when on any property owned or controlled by the State, the Contractor must comply with all security and safety rules, regulations, and policies applicable to people on those premises.

**Declaration of Material Assistance/Non-Assistance to a Terrorist Organization.** In accordance with R.C. 2909.33(C), Contractor certifies that it meets one of the following conditions:

- (a) Contractor has **not** received, nor will receive as a result of this contract, an aggregate amount greater than one hundred thousand dollars (\$100,000) in business or funding, excluding personal benefits, from the state, instrumentalities, or political subdivisions during the current fiscal year; or
- (b) (1) Contractor has received, or will receive as a result of this contract, an aggregate amount greater than one hundred thousand dollars (\$100,000) in business or funding, excluding personal benefits, from the state, instrumentalities, or political subdivisions during the current fiscal year; and  
  
(2) Contractor has either precertified with the Office of Budget and Management, or has completed the attached Declaration of Material Assistance form certifying that Contractor has not provided material assistance to any organization on the Terrorist Exclusion List, as that term is defined in R.C. 2909.21.

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

**Equal Employment Opportunity.** Contractor will comply with all laws of Ohio regarding equal employment opportunity and fair labor and employment practices, including but not limited to Section 125.111 of the Code, and all related Executive Orders of the Governor of Ohio.

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

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

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

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

## **PART EIGHT: EXECUTIVE ORDER 2010-09S**

### **Executive Order Requirements:**

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

The Executive Order is available at the following website:  
(<http://www.governor.ohio.gov/Default.aspx?tabid=1495>).

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

**Termination, Sanction, Damages:**

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

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

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

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

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

**Assignment / Delegation:**

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

**ATTACHMENT FIVE  
SAMPLE CONTRACT**

**A CONTRACT BETWEEN  
THE DEPARTMENT OF ADMINISTRATIVE SERVICES  
ON BEHALF OF THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES  
AND**

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

**THIS CONTRACT**, which results from RFP 0A1071, entitled \_\_\_\_\_, is between the State of Ohio, through the Department of Administrative Services, on behalf of \_\_\_\_\_, and \_\_\_\_\_ (the "Contractor").

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

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

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

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

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

CONTRACTOR

STATE OF OHIO  
DEPARTMENT OF ADMINISTRATIVE SERVICES

**SAMPLE – DO NOT FILL OUT**

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

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

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

Title: Director, Ohio Department of Administrative Services

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

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

**ATTACHMENT SIX**  
**STANDARD AFFIRMATION AND DISCLOSURE FORM**  
DEPARTMENT OF ADMINISTRATIVE SERVICES/OHIO DEPARTMENT OF JOB AND FAMILY  
SERVICES

EXECUTIVE ORDER 2010-09S

Banning the Expenditure of Public Funds on Offshore Services

This form must be completed and signed by every bidder, offeror, applicant, grantee, or vendor seeking to do business with Ohio Department of Job and Family Services. This must be submitted as part of the response to any invitation to bid, request for proposals, state term schedule, multiple award contract, request for quotations, informal quotations, and statement of work or submitted during the negotiation of a business relationship but prior to the execution of an agreement.

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**CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE:**

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

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

1. Principal location of business of Contractor/Grantee:

\_\_\_\_\_  
(Address) (City, State, Zip)

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

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

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

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

\_\_\_\_\_  
(Address) (City, State, Zip)

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

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address, City, State, Zip)

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

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

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

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address, City, State, Zip)

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

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

**By signing below, I hereby certify and affirm** that I have reviewed, understand, and will abide by the Governor's Executive Order 2010-09S. I attest that no funds provided by ODJFS for this project or any

other agreement will be used to purchase services provided outside the United States or to contract with a subcontractor who will use the funds to purchase services provided outside the United States. I will promptly notify ODJFS if there is a change in the location where any of the services relating to this project will be performed. If I am signing this on behalf of a company, business, or organization, I hereby acknowledge that I have the authority to make this certification on behalf of that entity.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Entity Name

\_\_\_\_\_  
Address (Principal Place of Business)

\_\_\_\_\_  
Printed name of individual authorized to sign  
on behalf of entity.

\_\_\_\_\_  
City, State, Zip

**ATTACHMENT SEVEN  
OFFEROR CERTIFICATION FORM**

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

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

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

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

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

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

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

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


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

8. The following table contains veteran owner/employee information to meet the Veteran Owner/Veteran Employee requirement.

Offeror/Subcontractor	Total # of Veteran Owners	Total # of Veteran Employees	Total # of Company Employees

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

<b>Name:</b>	
<b>Title:</b>	
<b>Mailing Address:</b>	
<b>Office Phone Number:</b>	
<b>Cell Phone Number:</b>	
<b>Fax Number:</b>	
<b>Email Address:</b>	

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

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

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





**ATTACHMENT NINE  
COST SUMMARY**

<b>Total Cost for HATS II Project Development and Implementation (including Warranty and Maintenance year 1)</b>	<b>\$</b>
<b>Cost for Year 1 Level 2 Production Support (billable in year 1)</b>	<b>\$</b>
<b>Cost for Year 2 Level 2 Production Support (billable in year 2)</b>	<b>\$</b>
<b>Cost for Year 2 Maintenance (billable in year 2)</b>	<b>\$</b>
<b>Total Not-To-Exceed Fixed Cost for the HATS II Project (including Warranty (year 1), Maintenance (years 1 and 2) and Level 2 Production Support (years 1 and 2))</b>	<b>\$</b>

**Hats II Rate Card  
(for enhancements (years 1 and 2) and maintenance (year 2))**

<b>Position Description (title)</b>	<b>Rate per hour to be billed as Time and Materials (T&amp;M)</b>
Project Manager	<b>\$</b>
Lead FileNet Developer	<b>\$</b>
	<b>\$</b>