REQUEST FOR PROPOSALS
Minority Business Enterprise (MBE) Set-Aside

RFP NUMBER: **0A1139**

DATE ISSUED:

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

Deliverables Based Information Technology Services (DBITS)

INQUIRY PERIOD BEGINS: **[Date]**

INQUIRY PERIOD ENDS: **[Date]**

OPENING DATE: **[Date]**

OPENING TIME: **1:00 P.M.**

OPENING LOCATION: **Department of Administrative Services**
Enterprise IT Contracting
Bid Room 4200 Surface Road
Columbus, Ohio 43228

PRE-PROPOSAL CONFERENCE DATE: **[Date]**

This RFP consists of five parts and nine attachments, totaling 75 consecutively numbered pages. Please verify that you have a complete copy.

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Table of Contents

PART ONE: EXECUTIVE SUMMARY 1
PART TWO: STRUCTURE OF THIS RFP 6
PART THREE: GENERAL INSTRUCTIONS 6
PART FOUR: EVALUATION OF PROPOSALS 9
PART FIVE: AWARD OF THE CONTRACT 14
ATTACHMENT ONE: EVALUATION CRITERIA 15
ATTACHMENT TWO: WORK REQUIREMENTS AND SPECIAL PROVISIONS 24
PART ONE: WORK REQUIREMENTS 24
PART TWO: SPECIAL PROVISIONS 27
ATTACHMENT THREE: REQUIREMENTS FOR PROPOSAL 28
ATTACHMENT FOUR: GENERAL TERMS AND CONDITIONS 31
PART ONE: PERFORMANCE AND PAYMENT 31
PART TWO: WORK AND CONTRACT ADMINISTRATION 34
PART THREE: OWNERSHIP AND HANDLING OF INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION 40
PART FOUR: REPRESENTATIONS, WARRANTIES, AND LIABILITIES 43
PART FIVE: ACCEPTANCE AND MAINTENANCE 44
PART SIX: CONSTRUCTION 44
PART SEVEN: LAW AND COURTS 45
ATTACHMENT FIVE: SAMPLE CONTRACT 47
ATTACHMENT SIX: OFFEROR CERTIFICATION FORM 48
ATTACHMENT SEVEN: OFFEROR PROFILE SUMMARY 51
PART ONE: OFFEROR MANDATORY REQUIREMENTS 51
PART TWO: OFFEROR SCORED CRITERIA 57
ATTACHMENT EIGHT: STANDARD AFFIRMATION AND DISCLOSURE FORM EXECUTIVE ORDER 2011-12K 74

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PART ONE: EXECUTIVE SUMMARY

Purpose. This is a Request for Competitive Sealed Proposals ("RFP") under Sections 125.071 and 125.18 of the Ohio Revised Code (the "Revised Code") and Section 123:5-1-8 of the Ohio Administrative Code (the "Administrative Code"). The Department of Administrative Services, Office of Information Technology is soliciting competitive sealed proposals on behalf of the state of Ohio and all eligible public entities and cooperative purchasing members with the State of Ohio, collectively referred to as the "State" ("Proposals") for the provision of deliverables-based services for information technology projects (the "Work"), and this RFP is the result of that request.

If suitable offers are made in response to this RFP, the State of Ohio (the "State"), through the Office of Information Technology, may enter into one or more contracts (the "Contract" or "Contracts") that prequalifies one or more selected offerors (the "Contractor" or "Contractors") to perform the Work within one or more of the categories of technology services ("Technology Categories") specified in this RFP.

All contracts awarded shall be indefinite quantity contracts with no minimum guarantee of any business. Contractors eligible to perform the Work in one or more of the Technology Categories will respond to future Statement of Work (SOW) Solicitations will be issued and awarded by the Department of Administrative Services Office of Information Technology (OIT), on behalf of Ohio State Agencies, as described in this RFP. Future SOW Solicitations that result in awards ("Project Statements of Work" or "Project SOWs") will be managed by the State agency that initiated the request for the Statement of Work Solicitation unless the SOW requires otherwise. This RFP provides details on what is required to submit a Proposal for the Work, how the State will evaluate the Proposals, and what will be required of the Contractor in performing the Work within each of the Technology Categories.

This RFP also gives the estimated dates for the various events in the submission process and selection process. As a contractual vehicle to prequalify one or more selected offerors, and no minimum guarantee for the Work, this RFP does not provide dates for Performance of the Work. While all dates provided in this RFP are subject to change, prospective offerors must be prepared to meet them as they currently stand.

Once awarded, the initial term of the Contract will extend from date of award until June 30, 2015. Upon expiration of the initial term, the State may renew this Contract for up to three additional two-year biennium terms, 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 Office of Information Technology. The maximum term of the Contract, including all optional renewals, will be from the date of award through June 30, 2021.

Minority Business Enterprise (MBE) Set-Aside. This RFP is being issued as a minority set-aside solicitation in accordance with Ohio Revised Code (ORD) Chapter 125.081. The minority business entity must be an Ohio certified MBE as of the proposal due date.

For more information regarding MBE and MBE certification requirements, including a list of certified MBE firms, please visit the DAS Equal Opportunity Division web site at:

http://das.ohio.gov/Divisions/EqualOpportunity/MBEEDGECertification/tabid/134/default.aspx.

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

Background. The Department of Administrative Services, Office of Information Technology establishes policies and standards for the acquisition and use of common information technology by state agencies.

Within the Office, the Enterprise Contracting program leads the sourcing, negotiating, contracting, and purchasing of information technology for the Office and on behalf of Ohio state agencies to leverage the state's buying power. Through this RFP, the State intends to contract with successful offerors to provide deliverables-based information technology services for state agencies' use in information technology projects.

The State expects to create a contractual vehicle that satisfies statewide procurement requirements for deliverables-based services and establishes a pre-qualified pool of Contractors that is eligible to respond to future Statement of Work Solicitations issued and awarded by the Office of Information Technology for the following Technology Categories:

1. Information Technology Assessment, Planning, and Solicitation Assistance
2. Project Management
3. Application Development and Maintenance Transition Planning
4. Independent Verification and Validation (IV&V)/Quality Assurance (QA)
5. Technology Upgrade/Migration and Transformation
6. Business Intelligence and Data Warehouse

Each offeror must demonstrate its qualifications and experience for each Technology Category for which it is seeking pre-qualification. Offerors may choose to respond to any or all of the Technology Categories specified in this RFP within a single proposal response. Separate proposal responses for each Technology Category is not required.

This RFP is for deliverables-based services to support information technology projects only. No hardware or software products, hosting or other managed services, or ongoing maintenance services may be procured through a Contract resulting from this RFP. Any products or services that are needed in addition to the deliverables-based services specified by this RFP must be procured through another contract vehicle.

The DBITS Contracts awarded pursuant to this RFP will allow Contractors, qualified in one or more Technology Categories, to respond to SOW Solicitations within those specific categories. OIT will release SOW Solicitations on behalf of state agencies. At a minimum, each SOW will describe the scope of work, the deliverables, and the acceptance criteria for the deliverables. More information on the SOW content and solicitation process is provided as Attachment Two, Part One, Work Requirements.

As needed, and as determined and issued by the State, supplemental, or augmenting, RFPs may be periodically released for the purpose of adding DBITS Contractors and/or Technology Categories. These refresh opportunities may occur annually or more frequently if requirements indicate a need for additional pre-qualified contractors. Additionally, these opportunities may not occur at all. Existing DBITS Contractors that are not seeking to add Technology Categories to their contracts will not be expected to respond to augmenting RFPs that may occur during the term of their contracts.

If an augmenting RFP is released in the future, existing Contractors and offerors without DBITS contracts may choose to respond as follows:

1. Choose not to respond to the augmenting RFP. If an existing DBITS Contractor decides not to respond to an augmenting RFP, then the Contractor's current contract will run through its current term. The State cannot guarantee that renewal options on existing contracts will be exercised.

2. Choose to respond to the augmenting RFP if the DBITS Contractor or offeror wish to be considered and evaluated for existing or new categories.
    - If a new contract is successfully negotiated, the new contract may replace the original contract.
    - If a new contract is not successfully negotiated, the State cannot guarantee that renewal options on existing contracts will be exercised.

The Contractor must pay the State a share of the sales transacted under this Contract. The Contractor must remit the revenue share in US dollars within 30 days after the end of the quarterly reporting period. The revenue share that the Contractor must pay equals .0075 of the total quarterly sales reported. The revenue share is included in the prices reflected on the Price List (post award) and reflected in the total amount charged in ordering activities, and the Contractor may not add a surcharge to orders under this Contract to cover the cost of the revenue share.

Objectives. The State of Ohio wishes to contract with offerors whose proposals best meet the objectives established in this section. As part of the state's IT Optimization strategy, OIT seeks to implement a standardized approach to acquiring IT services within defined technology categories, that facilitates OIT's and state agencies' access and reduces cycle time between a request for service and fulfillment of same.

In pursuing this contract the State seeks to create labor pools for deliverables-based projects for agencies' use, and with prior approval from OIT, in a way that is aligned with the state's enterprise architecture and any applicable project standards. The Technology Categories established through this RFP will provide state agencies the ability to secure services for defined scopes of work across some or all of a project's life cycle, and will leverage the state's adoption and deployment of IT policies, standards, and practices.

Utilization of Deliverables-Based Contracts. OIT is responsible for the issuance of all Statement of Work Solicitations to pre-qualified contractors awarded Contract(s) established through this RFP. As a function of its governance role, OIT will coordinate with state agencies to ensure their IT projects are aligned with the state's enterprise technology direction.

If it is determined to be in the State's best interest to acquire IT services through a deliverables-based contract, a State agency will identify specific requirements, and develop a proposed Project Statement of Work for the service delivery outcomes and deliverables, subject to the review and approval by OIT. OIT, in consultation with the State agency, will determine which Technology Category or Categories for which to issue a Statement of Work Solicitation. Depending on the nature and scope of the IT project, OIT may recommend or require certain IT projects to engage one or more DBITS Contractors for specific services. OIT may serve in an advisory capacity during the evaluation and award process. For certain projects the SOW solicitation may require OIT involvement post award.

Overview of the Work's Scope. The following Technology Categories are included in this RFP. Each Technology Category is subject to the State of Ohio's policies and practices for that discipline, as currently defined and adopted, or as defined and adopted in the future. More information on the Work Requirements for these Technology Categories is described in Attachment Two.

1. Information Technology Assessment, Planning, and Solicitation Assistance
Definition: IT Assessment and Planning may include the assessment of an agency's IT effectiveness through its alignment of technology with business needs of the agency, process maturity, governance, project management and architecture. Strategic planning activities may include mission statement development, visioning and goals, objectives, and strategy development. Tactical planning may require that actionable plans and roadmaps be provided.

Examples of included deliverables-based services: conducting IT assessments, including enterprise architecture; staff knowledge, skills and abilities (KSAs) assessments; strategic and tactical planning; specification development, SOW development, RFP development; and training development and delivery.

2. Project Management
Definition: Project Management service providers may perform any or all of the project management processes identified by the Project Management Institute as published in Table 3-1 of the PMBOK® Guide, Fourth Edition or most recent.

Examples of included deliverables-based services: utilizing the State agency's tools and processes, using off-the-shelf tools or using offeror's own proprietary tools and processes to manage some or all of the full life cycle processes of a project.

3. Application Development and Maintenance Transition Planning
Definition: Application Development and Maintenance means the development of new applications, which may be mainframe, server, network-based, web-based, mobile, or a combination of these platforms. The requirements for new applications may require interfaces to existing applications. This also includes the skills and requirements that facilitate the migration of an application system from a development environment to a production/maintenance environment, including documenting a transition plan for that includes the schedules, tasks, and resources necessary for transitioning the deliverable to the maintenance organization.

Examples of included deliverables-based services: researching; analyzing; requirements gathering; designing; programming; testing; documenting, and implementing; applying changes to the software language and/or database in which the application is written; documenting and implementing maintenance transition plan; defining and documenting reporting requirements; and participating in disaster recovery planning and documentation.

4. Independent Verification and Validation (IV&V) and Quality Assurance (QA)
Definition: Verification and Validation are independent procedures that are used together for in-depth analysis by checking that a product, service, or system meets requirements and specifications and that it fulfills its intended purpose.

Examples of included deliverables-based services: verifying project management practices and contract compliance by reviewing, analyzing, and testing project artifacts to determine whether deliverables meet business, functional, technical, quality, and performance requirements; establishing bidirectional traceability of user requirements from requirements elicitation, through design, development, deployment; participating in design reviews, code reviews and walkthroughs.

Definition: Quality Assurance (QA) will independently review, assess and document issues, challenges, improvement options and recommendations in the project oversight assessment and recommendations for improvement and project enablement and execution element assessment reporting, corrective action plan.

Examples of included deliverables-based services: project phasing including considerations as to the content, realism, practical and business factors associated with the phasing of the project, the project's likelihood of success given the agreed upon phasing.

> Within the IV&V/QA Technology category solicitations may be issued for Enterprise Complex Project Response (CPR) as defined below:
>
> The State mains a wide variety of systems, infrastructure, networks and other IT elements that support delivery of State services to the citizens and businesses of the State of Ohio. At any point in time there are generally dozens of Agency critical applications or services development projects are considered by the State to be "Enterprise Projects" which, in general are large scale in nature and have significant State investment, coordination, risk and delivery exposures that require these projects to be well run and executed.

5. Technology Upgrade/Migration and Transformation
Definition: Technology Upgrade/Migration may be required to increase business functionality, reengineer a business function, keep current with vendor upgrades or when upgrading existing technology. Technology Transformation may be accomplished by converting/migrating legacy

applications to new technology either with or without new business functionality or it may include introducing new technology into the enterprise.

Examples of included deliverables-based services: assessing the current application portfolio, evaluating technology assets before beginning technology transformation and Business Case development for justification of an initiative. Also included are: technology transformations, which may include, appropriate Return on Investment (ROI), benchmarks and milestones. The following activities may also be included: planning, analysis, proof of concept, deployment, implementation, integration, remediation, data migration, documentation, application programming and support services; and training support.

6. Business Intelligence and Data Warehouse
Definition: Business Intelligence (BI) enables and organization to perform in-depth analysis and includes, where required data mining of detailed business data providing real and significant information to business users. BI may include an integrated group of operational and decision support applications and databases. BI makes use of tools designed to easily access data warehouse data. A data warehouse collects, organizes and makes data available for the purpose of analysis and gives organizations the ability to access and analyze information about its business. The function of the data warehouse is to consolidate and reconcile information from across disparate business units and IT systems and provide a context for reporting and analysis.

Examples of included services: architectural design, extraction, transformation and loading of data sources; planning, assessment, product installation and tuning; prototype development, deployment, data cleansing, data mart development and support; reporting analytic development; customer support; business intelligence, data warehousing, and analytics SDLC services; data migration, integration with data mining; integration with business intelligence tools and/or systems; data scrubbing; data transformation; training and knowledge transfer.

Calendar of Events. The schedule for the RFP process and the Work is given below. The State may change this schedule at any time. If the State changes the schedule before the Proposal due date, it will do so through an announcement on the State Procurement Website's question and answer area for this RFP. The Website announcement will be followed by an amendment to this RFP, also available through the State's Procurement Website. After the Proposal due date and before the award of the Contract, the State will make schedule changes through the RFP amendment process.

A Work schedule for a particular Project Statement of Work will be established through the issuance of a Statement of Work Solicitation after the Contract award. Changes to a particular Work schedule will be addressed through the Statement of Work Solicitation process. It is each prospective offeror's responsibility to check the Website question and answer area for this RFP for current information regarding this RFP and its Calendar of Events through award of the Contract.

Dates:

Firm Dates	
RFP Issued	[Date]
Inquiry Period Begins	[Date]
Pre-Proposal Conference Date	[Date]
Inquiry Period Ends	[Date]
Proposal Due Date	[Date] 1:00 PM
Anticipated Dates	
Award Date	[Date]

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

PART TWO: STRUCTURE OF THIS RFP

Organization. This RFP is organized into five (5) parts and has eight (8) attachments. The parts and attachments are listed below. There also may be one or more supplements to this RFP listed below.

Parts

Part One	Executive Summary
Part Two	Structure of this RFP
Part Three	General Instructions
Part Four	Evaluation of Proposals
Part Five	Award of the Contract

Attachments

Attachment One	Evaluation Criteria
Attachment Two	Work Requirements and Special Provisions
Attachment Three	Requirements for Proposals
Attachment Four	General Terms and Conditions
Attachment Five	Sample Contract
Attachment Six	Offeror Certification Form
Attachment Seven	Offeror Profile Summary
Attachment Eight	Standard Affirmation and Disclosure Form – EO 2011-12K

PART THREE: GENERAL INSTRUCTIONS

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

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

Jackie Flemmings, Acquisition Analyst
DAS/Office of Information Technology (OIT)
Enterprise IT Contracting
30 East Broad Street, 39th Floor
Columbus, OH 43215

During the performance of the Work, a State representative (the "OIT Analyst") will represent the administration of the State's contracts with DBITS contractors. Work authorized through approved SOWs will be managed by the requesting State agency and the agency representative who will be the primary contact for the Work will be specified in writing in the SOW.

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

- Access the State's Procurement Website at http://procure.ohio.gov/;
- From the Navigation Bar on the left, select "**Find It Fast**";
- Select "Doc/Bid/Schedule #" as the Type;
- Enter the RFP number found on the first page of this RFP (the RFP number begins with zero followed by the letter "A");
- Click the "Find It Fast" button;
- On the document information page, click the "Submit Inquiry" button;
- On the document inquiry page, complete the required "Personal Information" section by providing:

    - First and last name of the prospective offeror's representative who is responsible for the inquiry,
    - Name of the prospective offeror,
    - Representative's business phone number, and
    - Representative's email address;
- Type the inquiry in the space provided including:
    - A reference to the relevant part of this RFP,
    - The heading for the provision under question, and
    - The page number of the RFP where the provision can be found; and
- Click the "Submit" button.

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

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

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

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

Pre-Proposal Conference. The State will hold a Pre-Proposal Conference on [Date], at 9:00 a.m. in the Lobby Hearing Room of the State Rhodes Tower building, 30 East Broad St., Columbus, Ohio 43232. The purpose of this conference is to discuss the RFP and the Work with prospective offerors and to allow them to ask questions arising from their initial review of this RFP.

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

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

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

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

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

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

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

Proposal Submittal. Each offeror must submit its Proposal, which comprises a technical section before the opening time on the Proposal due date. The Proposal must be sealed and contain one originally signed Proposal, and eight copies of the Proposal. Further, the offeror must mark the outside of the package with “DBITS RFP – MBE Set-Aside.”

Included in 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
Enterprise IT Contracting
Attn: Bid Room 4200 Surface Road
Columbus, Ohio 43228

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

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

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

Revised Code Section 9.24 prohibits the State from awarding a contract to any entity against whom the Auditor of State has issued a finding for recovery (a "Finding"), if the Finding is unresolved at the time of the award. This also applies to renewals of contracts. By submitting a Proposal, the offeror warrants it is not subject to an unresolved Finding under Section 9.24 at the time of its submission. Additionally, the offeror warrants it will notify the Office of Information Technology 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 accept one Proposal for deliverables-based services for one or more Technology Categories specified in this RFP from a single offeror. The State will not accept Proposals for any alternative solutions or options to the requirements of this RFP. Additionally, any offeror that disregards a requirement in this RFP simply by proposing an alternative to it will have submitted a defective Proposal the State may reject.

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

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

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

PART FOUR: EVALUATION OF PROPOSALS

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

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

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

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

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

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

Corrections and clarifications must be completed off State premises.

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

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

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

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

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

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

While cost is not a factor in evaluating Proposals in response to this RFP, for the purpose of establishing a pool of pre-qualified Contractors, cost will be a factor when evaluating pre-qualified Contractor's responses to SOW Solicitation's released by the State.

If the State finds it should give one or more of the highest-ranking Proposals for one or more of the Technology Categories further consideration, the State may move the selected Proposals for the respective category or categories to the next phase. The State alternatively may choose to bypass any or all subsequent phases and make awards in one or more Technology Categories based solely on its scoring of the preceding phases, subject only to its review of the highest-ranking offerors' responsibilities, 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 in each of the Technology Categories. The State normally will limit such presentations, demonstrations, and interviews to areas in which it seeks further information from one or more of the highest ranking offerors. Typically, these discussions provide an offeror with an opportunity to do one or more of the following:

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

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

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

Determination of Responsibility. The State may review the background of one or more of the highest-ranking offerors and its subcontractors to ensure their responsibility. The State will not award the Contract

to an offeror it determines is not responsible or that has proposed subcontractors to do the Work that are not responsible. The State's determination of an offeror's responsibility may include the following factors: experience of the offeror and its subcontractors, its and their past conduct on previous contracts, past performance on previous contracts, ability to execute this Contract properly, and management skill. The State may make this determination of responsibility based on the offeror's Proposal, reference evaluations, a review of the offeror's financial ability, and any other information the State requests or determines is relevant.

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

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

Reference Checks. As part of the State's determination of an offeror's responsibility, the State may conduct reference checks to verify and validate the offeror's and its proposed subcontractors' past performance. Reference checks that indicate poor or failed performance by the offeror or a proposed 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 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 subcontractors' references, the State will seek information that relates to the offeror's previous contract performance. This may include performance with other governmental entities, as well as any other information the State deems important for the successful operation and management of the Work and a positive working relationship between the State and the offeror. In doing this, the State may check references other than those provided in the offeror's Proposal. The State also may use information from other sources, such as third-party reporting agencies.

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

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

scheduled at the convenience of the State, and the selected offeror or offerors must negotiate in good faith.

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

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

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

Following negotiations, the State may set a date and time for the offeror or offerors 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. If negotiations fail with the highest-ranked offeror, the State may negotiate with the next offeror in ranking. Alternatively, the State may decide that it is in the interests of the State to negotiate with all the offerors with competitive Proposals to determine if negotiations lead to an adjustment in the ranking of the remaining offerors.

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. 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 and seek such remedies as may be available in law or in equity.

PART FIVE: AWARD OF THE CONTRACT

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

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

The Contractor must begin the Work specified by a particular Statement of Work Solicitation within the period of time specified by the SOW and purchase order issued 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. Additionally, the State may seek such other remedies as may be available to the State in law or in equity for the selected offeror's failure to perform under the Contract.

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

1. This RFP, as amended;
2. The documents and materials incorporated by reference in the RFP;
3. The Contractor's Proposal, as amended, clarified, and accepted by the State;
4. The documents and materials incorporated by reference in the Contractor's Proposal.
5. The written Project Statement of Work;
6. Statement of Work Solicitation (except that the Project Statement of Work in the Solicitation will prevail over the Statement of Work in this RFP);
7. Documents and materials incorporated by reference in the Solicitation;
8. The Contractor's Statement of Work Solicitation Response, as amended, clarified, and accepted by the State;
9. The documents and materials incorporated by reference in the Contractor's Statement of Work Solicitation Response; and
10. The applicable Purchase Order.

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 following table lists the mandatory requirements of this RFP. If the offeror or its proposed subcontractor (s) Proposal meets all the mandatory requirements listed, the offeror's Proposal may be included in the next phase of evaluation.

Ohio Certified Minority Business Enterprise (MBE) Offerors may propose to partner with different subcontractors for each of the Technology Categories included in the RFP. It is important to note that an Ohio Certified MBE using experience of a subcontractor for evaluation purposes is expected to maintain the partnership for the term of the Contract and should partner as appropriate when submitting responses to SOW Solicitations.

Mandatory Requirements	Reject	Accept
The offeror, or its proposed subcontractor(s), must have a minimum of sixty (60) months in business before the proposal submittal date for this RFP. The offeror or its proposed subcontractor(s) must provide documentation, such as Articles of Incorporation, income tax returns, etc. to demonstrate that the business entity attempting to become pre-qualified has been in existence for a minimum of sixty (60) months.		

In addition to the mandatory requirement listed above which must be met by all proposals, the offeror, or its proposed subcontractor must demonstrate meeting the <u>applicable</u> mandatory requirements <u>corresponding</u> with each Technology Category that it has proposed to be considered for award.

Mandatory Requirements – Technology Category Specific	Reject	Accept
The offeror or its proposed subcontractor(s) must have a minimum of thirty-six (36) months of experience as a prime contractor providing Information Technology Assessment, Planning, and Solicitation Assistance services.		
The offeror or its proposed subcontractor(s) must have a minimum of thirty-six (36) months of experience as a prime contractor providing Project Management services.		
The offeror or its proposed subcontractor(s) must have a minimum of thirty-six (36) months of experience as a prime contractor providing Application Development and Maintenance Transition Planning services.		
The offeror or its proposed subcontractor(s) must have a minimum of thirty-six (36) months of experience as a prime contractor providing Independent Verification and Validation (IV&V)/Quality Assurance (QA) services.		
The offeror or its proposed subcontractor(s) must have a minimum of thirty-six (36) months of experience as a prime contractor providing Technology Upgrade/Migration and Transformation services.		
The offeror or its proposed subcontractor(s) must have a minimum of thirty-six (36) months of experience as a prime contractor providing Business Intelligence and Data Warehouse services.		

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Scored Criteria. The State will rate the technical merits of the Proposals based on the following offeror requirements and the requirements of each Technology Category to which the offeror is responding, and the weight assigned to each.

Criteria	Weight	Partially Meets	Meets
Technology Category Requirements			
1 Information Technology Assessment, Planning, and Solicitation Assistance			
1.1 The offeror or its proposed subcontractor(s) must have experience in successfully delivering Information Technology Assessment and Planning services for at least three (3) technology service delivery organizations within the last sixty (60) months, and one (1) of which is for a federal, state, or local government jurisdiction.			

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Criteria	Weight	Partially Meets	Meets
1.2 At least two (2) of the Project/Scopes of Work required by 1.1 must have been completed by the offeror or its proposed subcontractor(s) within the last thirty-six (36) months. The offeror or its proposed subcontractor(s) must describe one or more of the following services (1.2.1-1.2.3), including the activities described within each service, and delivered within each of the Project/Scope of Work descriptions. 1. IT Assessment and Business Case and Opportunity Development, including • Requirements elicitation and validation • Process (workflow) and data analysis • Tools (hardware, systems, and software) review, analysis, assessment • Personnel (workforce) knowledge, skills, abilities assessment • Feasibility analysis • Business process redesign • Business case development 2. Strategic and Operations Planning, including • Plan and manage development of strategic or operational technology plans, including stakeholder elicitation and facilitation, future state visioning, and documenting outcomes and developing goals, objectives, and strategies • Design, develop, implement performance management structures that gauge effectiveness of IT services • Review, assess, evaluate and make recommendations for improving alignment between technology operations and business strategies, including assessment of personnel, technology and tools, and processes 3. Procurement and Solicitation Assistance, including • Requirements definition • RFP development and publication • RFP scoring criteria development • RFP evaluation • Contract SOW development • Contract negotiations • Contract execution			

Criteria	Weight	Partially Meets	Meets
2 Project Management			
1. The offeror or its proposed subcontractor(s) must have experience in successfully delivering Project Management services throughout the lifecycle of a project on at least three (3) software application or systems development or software implementation or infrastructure projects within the last sixty (60) months, each of which is fully operational, each of which the Project/Scope of Work spanned at least twelve months duration with a cost value of at least $100,000, and one (1) of which is for a federal, state, or local government jurisdiction.			
2. The offeror or its proposed subcontractor(s) must have completed at least two (2) projects within the last thirty-six (36) months that include the following services • Initiate a Project • Develop Project Charter • Develop Project Management Plan • Manage Customer Relations • Define Project Needs and Requirements • Establish a Project Structure • Form and Manage a Project Team • Develop a Work Breakdown Structure • Develop a Project Work Plan • Develop Project Support Plans • Manage Project Communications • Manage Project Documentation • Manage Change and Control Scope • Estimate Project Costs • Develop a Project Schedule • Manage Project Risk • Ensure Project Quality • Track and Control Project Work • Manage Customer Contracts • Select and Manage Vendors • Close a Project			
3 Application Development and Maintenance Transition Planning			
3.1 The offeror or its proposed subcontractor(s) must have experience in successfully delivering Application Development and Maintenance Transition Planning services on at least three (3) software			

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Criteria	Weight	Partially Meets	Meets
application development, implementation, or systems integration projects within the last sixty (60) months, each of which is fully operational, each of which the Project/Scope of Work spanned at least twelve (12) months duration with a cost value of at least $100,000, and one (1) of which is for a federal, state, or local government jurisdiction.			
3.2 At least two (2) of the Project/Scopes of Work required by 3.1 must have been completed by the offeror or its proposed subcontractor(s) within the last thirty-six (36) months. The offeror or its proposed subcontractor(s) must describe one or more of the following services (3.2.1-3.2.3), within each of the Project/Scope of Work descriptions. 3.2.1 Delivering services that produce requirements, specification, design, and support documents that may include • Business, user, functional, non-functional, interface requirements • System and software requirements specification • System design documents • Application architectures • Data models • Operations and maintenance manuals • Transition plans • Procedures manuals 3.2.2 Delivering services that support a range of system development lifecycle (SDLC) methodologies, including Waterfall, Agile, or Waterfall-Agile hybrid, that produce • System and software applications • Application program interfaces and services integration • Web, mobile, and other platform application development 3.2.3 Delivering services that implement application and data integration technologies deployed on *n*-tier architectures, including • Internet • Portals • Application servers • Integration servers • Data servers			

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Criteria	Weight	Partially Meets	Meets
4 Independent Verification and Validation (IV&V)/Quality Assurance (QA)			
4.1 The offeror or its proposed subcontractor(s) must have experience in successfully delivering IV&V/QAservices across all phases of at least three (3) software application development, implementation, or systems integration projects within the last sixty (60) months, each of which is fully operational, each of which the Project/Scope of Work spanned at least twelve (12) months duration with a cost value of at least $100,000, and one (1) of which is for a federal, state, or local government jurisdiction.			
4.2 At least two (2) of the Project/Scopes of Work required by 4.1 must have been completed by the offeror or its proposed subcontractor(s) within the last thirty-six (36) months. The offeror or its proposed subcontractor(s) must describe the IV&V/QA services that provided monitoring and assessing customer and third party provider project management, contract management, technical development, and quality assurance methodologies and programs. Services may include: IV&V Management • Planning • Monitoring • Evaluating results, impact of change • Milestone Reviews • Reporting Quality Assurance Surveillance of Systems Integrator and/or Service Provider • QASP • Evaluate program performance, schedule, and budget • Ongoing compliance monitoring • Reporting Requirements IV&V/QA • Review of concept documentation • Criticality Analysis • Determine Integrity Level • Traceability analysis • Software Requirements Evaluation • Interface Analysis • Initial Planning for Software System Test • Reporting			

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Criteria	Weight	Partially Meets	Meets
Design IV&V/QA • Traceability Analysis • Software Design Evaluation • Interface Analysis • Metrics • Initial Planning for Unit Test • Initial Planning for Software Integration Test • Report Code IV&V/QA • Traceability Analysis • Code Evaluation • Interface Analysis • Metrics • Completion of Unit Test Preparation • Reporting Unit Test • Unit Test Execution • Defect Analysis • Reporting Software Integration Test • Completion of Software Integration Test Preparation • Execution of Software Integration Tests • Defect Analysis • Reporting Software System Test • Completion of Software System Test Preparation • Execution of Software System Tests • Defect Analysis • Reporting Software Installation Test • Installation Configuration Audit • Defect Analysis • Reporting Customer Tests • Test Witnessing • Defect Analysis • Reporting Structural Tests • Document Inspection • Training Evaluation • Security (FISMA, IA, C&A) • Disaster Recovery			

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Criteria	Weight	Partially Meets	Meets
• Usability and Section 508 Accessibility • Compliance (SOX, HIPAA, etc.) • Load and Performance			
5 Technology Upgrade/ Migration and Transformation			
6.1 The offeror or its proposed subcontractor(s) must have experience in successfully delivering Technology services for at least three (3) technology service delivery organizations within the last sixty 60 months, each of which is fully operational, each of which the Project/Scope of Work spanned at least twelve (12) months duration with a cost value of at least $100,000, and one (1) of which is for a federal, state, or local government jurisdiction.			
6.2 At least two (2) of the Project/Scopes of Work required by 5.1 must have been completed by the offeror or its proposed subcontractor (s) within the last thirty-six (36) months. The offeror or its proposed subcontractor(s) must describe the services provided in modernizing/migrating legacy applications to a new technology platform and other upgrades, migrations and transformation services delivered in the Project/Scopes of Work.			
7. Business Intelligence and Data Warehouse			
1. The offeror or its proposed subcontractor(s) must have, within the last forty-eight (48) months, successfully delivered Business Intelligence solutions, including: data warehouse design/implementation, data modeling, report or analytics development, and customer support for: 1.1 A federal, state, or local government agency, institution of higher education, or private entity with at least $5 billion in annual revenue <u>or</u> 5,000 employees <u>OR</u> 1.2 A Fortune 500 company. 2. The offeror or its proposed subcontractor(s) must have, within the last forty-eight (48) months, successfully completed an engagement meeting the requirements of Section 1 for which the Project/Scope of Work was at least 3,000 hours of effort. 3. The offeror or its proposed subcontractor(s) must			

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Criteria	Weight	Partially Meets	Meets
have, within the last forty-eight (48) months, successfully completed an engagement meeting the requirements of Section 1 for which the Project/Scope of Work was delivered at a fixed price. 4. 4. At least one (1) of the Projects/Scopes of Work required by Section 1 must have been completed within the last twenty-four (24) months			

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

Criteria	***Percentage***
Technical Proposal (Technology Category Requirements)	100%

The offeror with the highest point total for the Technical Proposal will receive 1,000 points. The remaining offerors will receive a percentage of the maximum points available based upon the following formula:

Technical Proposal Points = (offeror's Technical Technology Category Points/Highest Number of Technical Proposal Points Obtained) x 1000

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ATTACHMENT TWO: WORK REQUIREMENTS AND SPECIAL PROVISIONS

PART ONE: WORK REQUIREMENTS

This attachment describes some key elements in the scope of work for the Project Statements of Work (SOWs) issued under DBITS Contracts resulting from this RFP. Each SOW Solicitation will contain a more detailed scope of work that the Contractor must do to get the Work done properly under the applicable SOW.

Scope of Work. The State will provide oversight for the Work, but the Contractor must provide overall Work management for the work delivered under this Contract, including the day-to-day management of its staff. The Contractor must provide a representative, who will be designated as the Contractor's liaison with the State under the Project Statement of Work.

Each Technology Category is listed below:

1. Information Technology Assessment, Planning, and Solicitation Assistance
Definition: IT Assessment and Planning may include the assessment of an agency's IT effectiveness through its alignment of technology with business needs of the agency, process maturity, governance, project management and architecture. Strategic planning activities may include mission statement development, visioning and goals, objectives, and strategy development. Tactical planning may require that actionable plans and roadmaps be provided.

2. Project Management
Definition: Project Management service providers may perform any or all of the project management processes identified by the Project Management Institute as published in Table 3-1 of the PMBOK® Guide, Fourth Edition or most recent.

3. Application Development and Maintenance Transition Planning
Definition: Application Development and Maintenance means the development of new applications, which may be mainframe, server, network-based, web-based, mobile, or a combination of these platforms. The requirements for new applications may require interfaces to existing applications. This also includes the skills and requirements that facilitate the migration of an application system from a development environment to a production/maintenance environment, including documenting a transition plan for that includes the schedules, tasks, and resources necessary for transitioning the deliverable to the maintenance organization.

4. Independent Verification and Validation (IV&V)/Quality Assurance
Definition: Independent Verification and Validation (IV&V) are independent procedures that are used together for in-depth analysis by checking that a product, service, or system meets requirements and specifications and that it fulfills its intended purpose.

Definition: Quality Assurance (QA) will independently review, assess and document issues, challenges, improvement options and recommendations in the project oversight assessment and recommendations for improvement and project enablement and execution element assessment reporting, corrective action plan.

5. Technology Upgrade/Migration and Transformation
Definition: Technology Upgrade/Migration may be required to increase business functionality, reengineer a business function, keep current with vendor upgrades or when upgrading existing technology. Technology Transformation may be accomplished by converting/migrating legacy applications to new technology either with or without new business functionality or it may include introducing new technology into the enterprise.

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6. Business Intelligence and Data Warehouse
Definition: Business Intelligence (BI) enables and organization to perform in-depth analysis and includes, where required data mining of detailed business data providing real and significant information to business users. BI may include an integrated group of operational and decision support applications and databases. BI makes use of tools designed to easily access data warehouse data. A data warehouse collects, organizes and makes data available for the purpose of analysis and gives organizations the ability to access and analyze information about its business. The function of the data warehouse is to consolidate and reconcile information from across disparate business units and IT systems and provide a context for reporting and analysis.

The Contractor also must assist the State with coordinating assignments for State staff, if any, involved in the Work. Additionally, the Contractor must provide all administrative support for its staff and activities. Throughout the Work effort, the Contractor must employ ongoing management techniques to ensure a comprehensive Work Plan is developed, executed, monitored, reported on, and maintained.

The Statement of Work Solicitation Process. Deliverables-based services will be awarded via the Solicitation process. All SOW Solicitations will be issued by the Office of Information Technology. The SOW Solicitation will be released to pre-qualified pools of Contracts in the Technology Category most closely matching the scope of work. A single pre-qualified Contractor will be selected to perform the work contained in each SOW Solicitation. The selected prequalified Contractor may partner with one or more subcontractors. All subcontractors shall be identified within the pre-qualified Contractor's proposal submitted in response to the SOW Solicitation. The steps identified below describe the process of a Statement of Work Solicitation.

For the purpose of this RFP, a project of 'similar size and scope' is defined as a small- to medium-size project where a specific Project Statement of Work is *typically* up to $5 million. This Contract will be the State's preferred contracting approach over using state term schedule contracts for deliverable based work. The Office of Information Technology will assess an agency's project requirements to determine the solicitation strategy that is in the best interest of the State, including services specified in the Technology Categories established through this RFP.

When determined to be in the best interest of the State, OIT will issue a Statement of Work Solicitation for an IT project scope of work that can be served by the Technology Categories specified in this RFP. A Contractor will not be required to respond to every Statement of Work Solicitation issued as a result of this Contract, but they will be expected to respond to a majority of the Statement of Work Solicitations issued for each of the Technology Categories they are awarded during the course of a fiscal year. Should a Contractor not respond to a majority of the Solicitations issued, it may be removed from the list of pre-qualified Contractors.

The Statement of Work Solicitation Content. Each SOW Solicitation shall contain a Project Statement of Work that will include, but not be limited to, the following components, which will be defined in each SOW Solicitation. The State may revise or refine the SOW Solicitation format and content requirements as needed.

Content. Each Statement of Work Solicitation will contain the sections listed below:

- Background information for the deliverables-based project, including:
  a. Agency information
  b. Project name
  c. Project objective
  d. Project description
  e. Project schedule
  f. Project milestones
  g. Bill to Address
  h. Ohio Certified MBE Set-Aside Requirement [Applicable to Open Market DBITS Contract Only]
- Scope of Work
  a. Description of scope of work (in and out) and project requirements

b. Description of constraints, assumptions
c. Detailed description of deliverables
d. Deliverable acceptance criteria
e. Description of roles and responsibilities
f. Expected duration
g. Restrictions on location of data & work
h. Resource Requirement
i. Reports

- Deliverables Management
  a. Submission/format
  b. Reports and meetings
  c. Period of performance
  d. Performance expectations
  e. Pricing and payment schedule
- State Staffing Plan
- SOW Response Submission Requirements
  a. Response format, content requirements
  b. Staffing plan, personnel resumes, time commitment, organizational chart
  c. Contingency plan, if applicable
  d. Work plan, project plan
  e. Fee Structure including estimated work effort for each deliverable
  f. Cost summary
- Communication Plan
- SOW Evaluation Criteria
- SOW Solicitation Schedule
- Risk management plan (may include issues management)
- Quality management plan
- Project schedule (WBS using MS Project or compatible)
- Limitation of Liability (Identification of Limitation of Liability applicable to the specific SOW Solicitation. Unless otherwise stated in this section of the SOW Solicitation, the Limitation of Liability will be as described in Attachment Four, Part Four of the Contract General Terms and Conditions.

Subcontractor Letters. Each SOW Solicitation will require that for each proposed subcontractor, the Respondent 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 Contractor is selected; and
5. A statement that the subcontractor has read and understood the RFP and will comply with the requirements of the RFP.

MBE Certification. Any offeror proposing an MBE subcontractor certified by the Department of Administrative Services pursuant to ORC 123.151 must provide a copy of their Ohio MBE Certification. [Applicable to Open Market DBITS Contract Only]

Standard Affirmation and Disclosure Form – EO 2011-12K. Each SOW Solicitation will require a Respondent to complete and sign the Affirmation and Disclosure Form (available at http://www.governor.ohio.gov/Portals/0/pdf/executiveOrders/EO%202011-12K.pdf) as part of its Response.

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

Contractor Responsibilities and Deliverables. The Contractor must meet all requirements for the Work contained in the applicable Project Statement of Work and this RFP and complete all Work satisfactorily. The applicable SOW Solicitation will specify responsibilities and deliverables.

Work Hours and Conditions. Each SOW Solicitation will provide applicable information regarding work hours, workspace, and facility and equipment furnishing.

PART TWO: SPECIAL PROVISIONS

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

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

The Contractor's Fee Structure. The SOW Solicitation will provide the details for the fee structure, Each SOW will be for a not-to-exceed fixed price, payable in accordance with acceptance by the State agency, and as identified on an agreed to schedule of deliverables provided in the applicable SOW. On the date(s) given in the applicable SOW and in conjunction with the acceptance by the State, the Contractor may submit an invoice according to the payment schedule identified in the applicable SOW.

Reimbursable Expenses. None.

Bill to Address. The SOW Solicitation will provide the address.

Restrictions on Location of Data and Work. The SOW Solicitation will provide this information.

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

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ATTACHMENT THREE: REQUIREMENTS FOR PROPOSAL

Proposal Format These instructions describe the required format for a responsive Proposal. The offeror may include any additional information it believes is relevant. The offeror's proposal submission must be submitted using the Microsoft Word version of the RFP to provide an **in-line response** to the RFP. An identifiable tab sheet must precede each section of the Proposal, and each Proposal must follow the format outlined below. All pages, except pre-printed technical inserts, must be sequentially numbered. Any material deviation from the format outlined below may result in a rejection of the non-conforming Proposal.

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

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

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

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

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

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

Each Proposal must respond to every request for information in this attachment whether the request requires a simple "yes" or "no" or requires a detailed explanation. Simply repeating the RFP's requirement and agreeing to comply may be an unacceptable response and may cause the Proposal to be rejected.

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

Technical Proposal

- Cover Letter
- Vendor Information Form (OBM-5657)
- Subcontractor Letters
- Offeror Certification Form
- Offeror Profile Summary Form
- MBE Certification
- Attachment Two Acceptance
- Assumptions
- Support Requirements
- Proof of Insurance
- Payment Address

Legal Notice Address
W-9 Form
Independent Contractor Acknowledgement Form
Standard Affirmation and Disclosure Form (EO 2011-12K)
Attachment Four Acceptance

Cover Letter. The cover letter must be in the form of a standard business letter and must be signed by an individual authorized to legally bind the offeror. The letter must include the following:

a. A statement regarding the offeror's legal structure (e.g., an Ohio corporation), Federal tax identification number, and principal place of business;
b. The cover letter must include a brief executive summary of the services within the Technology Categories that the offeror proposes to provide. The letter must clearly identify which of the six (6) Technology Categories it is seeking pre-qualification.
c. A list of the people who prepared the Proposal, including their titles; and
d. The name, address, e-mail, phone number, and fax number of a contact person who has authority to answer questions regarding the Proposal.

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

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

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

Offeror Certifications. The offeror must complete Attachment Six, Offeror Certification Form.

Offeror Profile Summary. The offeror must complete the forms provided in Attachment Seven, which include the Offeror Profile Summary to demonstrate how the offeror meets the mandatory requirements of the RFP and the scored evaluation criteria that are unique to each Technology Category to which it is responding. The offeror must submit one (1) completed mandatory requirements form and a minimum of three (3) completed scored criteria forms, specific to each applicable Technology Category in its Proposal.

MBE Certification. Any offeror seeking to submit a proposal must be certified by the Department of Administrative Services pursuant to ORC 123.151 (MBE) and must provide a copy of their Ohio MBE Certification.

Acceptance of Attachment Two – Work Requirements and Special Provisions. Offerors must include the entire content of Attachment Two as a single section in their proposal. The offerors must include a statement at the beginning of the section indicating that the offeror has read, understands and agrees to the Requirements, General Scope of Work, Statement of Work Solicitation Process, and Special Provisions contained in Attachment Two.

Assumptions. The offeror must list all the assumptions the offeror made in preparing the Proposal. If any assumption is unacceptable to the State, the State may at its sole discretion request that the offeror

remove the assumption or choose to reject the Proposal. No assumptions may be included regarding the outcomes of negotiation, terms and conditions, or requirements. Assumptions should be provided as part of the offeror response as a stand-alone response section that is inclusive of all assumptions with reference(s) to the section(s) of the RFP that the assumption is applicable to. Offerors should not include assumptions elsewhere in their response.

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

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

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

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

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

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

W-9 Form. The offeror must complete a W-9 form in its entirety. The offeror must submit at least one originally signed W-9. All other copies of a Proposal may contain copies of the W-9. The offeror must indicate on the outside of the binder which Proposal contains the originally signed W-9. A current version of the Internal Revenue's W-9 form is available http://www.irs.gov/pub/irs-pdf/fw9.pdf

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

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

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

ATTACHMENT FOUR: GENERAL TERMS AND CONDITIONS

PART ONE: PERFORMANCE AND PAYMENT

Statement of Work. The selected offeror's proposal (the "Proposal") and the State's Request for Proposals (the "RFP"), any solicitations for Statements of Work ("Statement of Work Solicitations"), any responses from those Solicitations ("Responses"), and any Statement of Work resulting from a Statement of Work Solicitation and Response ("Project Statement of Work") that is awarded to a pre-qualified contractor (a "Contractor") which are collectively referred to as the "RFP Documents," are a part of this contract (the "Contract") and describe the work (the "Work") the Contractor must do and any materials the Contractor must deliver (the "Deliverables") under this Contract. The Contractor must do the Work in a professional, timely, and efficient manner and must provide the Deliverables in a proper fashion. The Contractor also must furnish its own support staff necessary for the satisfactory performance of the Work.

NO PROJECT STATEMENT OF WORK WILL BE EFFECTIVE UNLESS IT HAS BEEN SIGNED BY AN DULY AUTHROIZED REPRESENTATIVE OF THE DEPARTMENT OF ADMINISTRATIVE SERVICES OFFICE OF THE DIRECTOR.

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

Term. Unless this Contract is terminated or expires without renewal, it will remain in effect for a period not to exceed two years or until June 30 of the fiscal year in which the two year term expires, whichever occurs earlier. 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 fiscal year or biennium, the first of which is June 30, 2015.

The State may renew this Contract in the next biennium by issuing written notice to the Contractor of the decision to do so. This expiration and renewal procedure also will apply to the end of any subsequent biennium during which the Work continues, subject to the State's approval. Termination or expiration of this Contract will not limit the Contractor's continuing obligations with respect to Deliverables that the State pays for before or after termination or limit the State's rights in such.

The State's right to renew this Contract includes a right to renew it with respect only to a particular Project Statement of Work or with respect to several specified Project Statements of Work in progress, if the State chooses to do so rather than do a general renewal of the Contract and all Project Statements of Work under it. If the State elects to renew this Contract only with respect to one or some Project Statements of Work, the renewal notice will specify the particular Project Statements of Work that are renewed.

The State's funds are contingent upon the availability of lawful appropriations by the Ohio General Assembly. If the General Assembly fails to continue funding for the payments and other obligations due as part of this Contract, the State's obligations under this Contract will terminate as of the date that the funding expires without further obligation of the State. The Work for each Project Statement of Work has a completion date that is identified in the SOW Solicitation of the RFP Document. The SOW Solicitation may also have several dates for the delivery of Deliverables or reaching certain milestones in the Work. The Contractor must make those deliveries, meet those milestones, and complete the Work within the times the RFP Documents require. If the Contractor does not meet those default dates, the Contractor will be in, and the State may terminate this Contract or an applicable Project Statement of Work under the Suspension and Termination Section contained in Part Two of this Attachment Four.

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

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

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

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

The State will pay the Contractor interest on any late payment, as provided in Section 126.30 of the Ohio Revised Code (the "Revised Code"). If the State disputes a payment for anything covered by an invoice, within 15 business days after receipt of that invoice, the State will notify the Contractor, in writing, stating the grounds for the dispute. The State then may deduct the disputed amount from its payment as a nonexclusive remedy. If the Contractor has committed a material breach, in the sole opinion of the State, the State also may withhold payment otherwise due to the Contractor. Both parties will attempt to resolve any claims of material breach or payment disputes through discussions among the Work Manager, the Contractor's executive responsible for the Work under the applicable Project Statement of Work, the applicable Contract 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 Solicitation Documents provide for any retainage under a Project Statement of Work, the State will withhold from each invoice paid the percentage specified in the RFP Documents as retainage. The State will pay the retainage only after the State has accepted all the Work for the applicable Project Statement of Work and then only in accordance with the payment schedule specified in the RFP Documents. The State will withhold all amounts under this section arising from claims or disputes in addition to any retainage specified in the RFP Documents.

Contractor's Revenue Share. The Contractor must pay the State a share of the sales transacted under this Contract. The Contractor must remit the revenue share in US dollars within 30 days after the end of the quarterly reporting period. The revenue share that the contractor must pay equals .0075 of the total quarterly sales reported. The revenue share is included in the prices reflected in the total amount charged to ordering activities, and the Contractor may not add a surcharge to orders under this Contract to cover the cost of the revenue share.

The Contractor must remit any amount due as the result of a quarterly or closeout report at the time the quarterly or closeout report is submitted to the Department of Administrative Services, Office of Information Technology. The Contractor also must pay the revenue share by check. To ensure the payment is credited properly, the Contract must identify the check as a "Revenue Share" and include the applicable RFP number, total report amount, and reporting period covered.

The Contractor must make each check payable to "Treasurer, State of Ohio", and forward it to the following address:

Department of Administrative Services
Office of Finance
30 East Broad Street, 40th Floor
Columbus, OH 43215

If the full amount of the revenue share is not paid within 30 days after the end of the applicable reporting period, the non-payment will constitute a contract debt to the State. The State may set off any unpaid revenue share from any amount owed to the Contractor under this Contract and employ all other remedies available to it under Ohio law for the non-payment of the revenue share. Additionally, if the Contractor fails to pay the revenue share in a timely manner, the failure will be a breach of this Contract, and the State may terminate this Contract for cause and seek damages for the breach.

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

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

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

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

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

PART TWO: WORK AND CONTRACT ADMINISTRATION

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

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

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

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

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

through any provisions of this Contract to one of its subcontractors and the failure damages the State in any way, the Contractor must indemnify the State for the damage.

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

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

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

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

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

If the Contractor fails to satisfy the requirements of the State with regard to security of information, or if an examination reveals information that would result in a continuing contractual relationship that causes the State to be in violation of any law, the State may terminate this Contract or applicable Project Statement of Work immediately without notice.

If the Contractor fails to satisfy the requirements of the State with regard to matters not related to items contained in the preceding two (2) paragraphs, the State will provide Contractor with notice and an opportunity to cure the failure within forty-five (45) days. If the failure is not cured by Contractor within such forty-five (45) day period, the State may terminate this Contract without further notice.

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

(a) Workers' compensation insurance, as required by Ohio law, and if some of the Work will be done outside Ohio, the laws of the appropriate state(s) where any portion of the Work will be done. The Contractor also must maintain employer's liability insurance with at least a $1,000,000.00 limit.

(b) Commercial General Liability insurance coverage for bodily injury, personal injury, wrongful death, and property damage. The defense cost must be outside of the policy limits. Such policy must designate the State of Ohio as an additional insured, as its interest may appear. The policy also must be endorsed to include a blanket waiver of subrogation. At a minimum, the limits of the insurance must be:

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

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

(c) Commercial Automobile Liability insurance with a combined single limit of $500,000.

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

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

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

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

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

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

manner would not be in its interest, then the State may designate a suitable alternative form of delivery, which the Contractor must honor.

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

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

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

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

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

The State may not suspend the Work for its convenience more than twice during the term of this Contract or the affected Project Statement of Work, and any suspension for the State’s convenience may not continue for more than 30 calendar days. If the Contractor does not receive notice to resume or terminate

the Work within the 30-day suspension, then this Contract or affected Project Statement of Work will terminate automatically for the State's convenience at the end of the 30 calendar day period.

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

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

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

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

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

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

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

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

Changes. The State may make reasonable changes within the general scope of the Work for any Project Statement of Work. The State will do so by issuing a written order under this Contract describing the nature of the change ("Change Order"). Additionally, if the State provides directions or makes requests of the Contractor without a change order, and the Contractor reasonably believes the directions or requests

are outside the specifications for the Work, the Contractor may request a Change Order from the State. The parties will handle such changes as follows: The Contractor will provide pricing to the State. The State will execute a Change Order once it and the Contractor have agreed on the description of and specifications for the change, as well as any equitable adjustments that need to be made in the Contractor's Fee or the performance schedule for the work. Then within five business days after receiving the Change Order, the Contractor must sign it to signify agreement with it.

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

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

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

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

Excusable Delay. Neither party will be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. The delayed party must notify the other promptly of any material delay in performance and must specify in writing the proposed revised performance date as soon as practicable after notice of delay. In the event of any such excusable delay, the date of performance or of delivery will be extended for a period equal to the time lost by reason of the excusable delay. The delayed party also must describe the cause of the delay and what steps it is taking to remove

the cause. The delayed party may not rely on a claim of excusable delay to avoid liability for a delay if the delayed party has not taken commercially reasonable steps to mitigate or avoid the delay. Things that are controllable by the Contractor's subcontractors will be considered controllable by the Contractor, except for third-party manufacturers supplying commercial items and over whom the Contractor has no legal control.

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

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

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

Political Subdivisions. Ohio political subdivisions, such as Ohio cities, counties, and townships ("Political Subdivisions"), may rely on this Contract. Whenever a Political Subdivision relies on this Contract to issue a purchase order, the Political Subdivision will step into the shoes of the State under this Contract for purposes of its order, and, as to the Political Subdivision's order, this Contract will be between the Contractor and the Political Subdivision. The Contractor must look solely to the Political Subdivision for performance, including but not limited to payment, and must hold the State harmless with regard to such orders and the Political Subdivision's performance. But the State will have the right to terminate this Contract and seek such remedies on termination as this Contract provides should the Contractor fail to honor its obligations under an order from a Political Subdivision. Nothing in this Contract requires the Contractor to accept an order from a Political Subdivision, if the Contractor reasonably believes that the Political Subdivision is or will be unable to perform its obligations in relation to that order.

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

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

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

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

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

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.

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

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

The Contractor may grant the State a worldwide, non-exclusive, royalty-free, perpetual license to use, modify, and distribute all Pre-existing Materials that are incorporated into any custom-developed Deliverable rather than grant the State ownership of the Pre-existing Materials. The State may distribute such Pre-existing materials to third parties only to the extent required by governmental funding mandates. The Contractor may not include in any custom Deliverable any intellectual property unless such has been created under this Contract or qualifies as Pre-existing Material. If the Contractor wants to incorporate any Pre-existing Materials into a custom Deliverable, the Contractor must first disclose that desire to the

State in writing and seek the State's approval for doing so in advance. The State will not be obligated to provide that approval, unless the Contractor disclosed its intention to do so in the RFP Documents. On the Contractor's request, the State will incorporate into any copies of a custom Deliverable any proprietary notice that the Contractor included with the original copy, if that notice is reasonably necessary to protect the Contractor's interest in any Pre-existing Materials contained in the custom Deliverable.

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

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

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

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

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

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

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

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

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

PART FOUR: REPRESENTATIONS, WARRANTIES, AND LIABILITIES

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

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

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

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

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

Limitation of Liability. Neither party will be liable for any indirect, incidental, or consequential loss or damage of the other party, including but not limited to lost profits, even if the parties have been advised, knew, or should have known of the possibility of such damages. Additionally, neither party will be liable to the other for direct or other damages in excess of two times the not-to-exceed fixed price of the Project Statement of Work unless the applicable SOW Solicitation states otherwise. Language will be in each SOW Solicitation generally will be two times the project scope of work amount of the Contract. The State may change this based on the nature of the project. 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. In the event that the SOW

Solicitation does not contain a provision, then the Limitation of Liability will be of two times the not-to-exceed fixed price of the Project Statement of Work.

PART FIVE: ACCEPTANCE AND MAINTENANCE

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

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

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

PART SIX: CONSTRUCTION

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

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

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

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

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

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

Notices. For any notice under this Contract to be effective, it must be made in writing and sent to the address of the appropriate contact provided elsewhere in the Contract, unless such party has notified the

other party, in accordance with the provisions of this section, of a new mailing address. This notice requirement will not apply to any notices that this Contract expressly authorized to be made orally.

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

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

PART SEVEN: LAW AND COURTS

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

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

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

Ohio Ethics Law and Limits on Political Contributions. The Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of the Ohio ethics laws. The Contractor also certifies that all applicable parties listed in Ohio Revised Code Section 3517.13 are in full compliance with Ohio Revised Code Section 3517.13.

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

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

Security & Safety Rules. When using or possessing State data or accessing State networks and systems, the Contractor must comply with all applicable State rules, policies, and regulations regarding data security and integrity. And when on any property owned or controlled by the State, the Contractor must comply with all security and safety rules, regulations, and policies applicable to people on those premises.

Unresolved Finding for Recovery. If the Contractor was subject to an unresolved finding of the Auditor of State under Revised Code Section 9.24 on the date the parties sign this Contract, the Contract is void. Further, if the Contractor is subject to an unresolved finding of the Auditor of State under Revised Code

Section 9.24 on any date on which the parties renew or extend this Contract, the renewal or extension will be void.

Equal Employment Opportunity. The Contractor will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including Ohio Revised Code Section 125.111 and all related Executive Orders. Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be submitted to the Department of Administrative Services Equal Opportunity Division to comply with the affirmative action requirements. Affirmative Action Verification Forms and approved Affirmative Action Plans can be found by going to the Ohio Business Gateway at: http://business.ohio.gov/efiling/.

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

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

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

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

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ATTACHMENT FIVE: SAMPLE CONTRACT

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

_____
AND
_____
(CONTRACTOR)

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

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

1. This document;
2. 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;
5. The documents and materials incorporated by reference in the Contractor's Proposal.
6. The written Project Statement of Work;
7. Statement of Work Solicitation (except that the Project Statement of Work in the Solicitation will prevail over the Statement of Work in this RFP);
8. Documents and materials incorporated by reference in the Solicitation;
9. The Contractor's Statement of Work Solicitation Response, as amended, clarified, and accepted by the State;
10. The documents and materials incorporated by reference in the Contractor's Statement of Work SolicitationResponse; and
11. The applicable Purchase Order.

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: «OIT_DIRECTOR»
Title: _____ Date: _____	Title: «OIT_DIRECTOR_TITLE» Date: _____

SAMPLE

ATTACHMENT SIX: OFFEROR CERTIFICATION FORM

1. The offeror is not currently subject to an "unresolved" finding for recovery under Revised Code Section 9.24, and the offeror will notify the Procurement Representative any time it becomes subject to such a finding before the award of a Contract arising out of this RFP.

2. The offeror certifies that it will not and will not allow others to perform work for the State of Ohio outside the geographic limitations contained in the SOW Solicitation (Attachment Two) or take data that belongs to the State of Ohio outside the geographic limitations contained in the SOW Solicitation (Attachment Two) without express written authorization from the State.

3. The offeror certifies that its responses to the following statements are true and accurate. The offeror's answers apply to the last seven years. Please indicate yes or no in each column.

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

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

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

Potential Conflicts (by person or entity affected)

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

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

5. The offeror certifies that all its and its subcontractors' personnel provided for the Work will have a valid I-9 form on file with the offeror or subcontractor, as appropriate, and will have presented valid employment authorization documents, if they are not United States citizens.

6. The following is a complete list of all subcontractors known at the time of submitting a proposal to prequalify for Technology Categories, if any, that the offeror will use on the Work, if the State selects the offeror to do the Work:

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

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

The State recognizes that offerors may not be able to identify all subcontractors until actual SOW Solicitations are released to obtain proposals from pools of Contractors pre-qualified Contractors. The SOW Solicitation released will provisions for identification of additional subcontractors not originally listed in the offerors original proposal

In the event that an Ohio Certified MBE is submitting a proposal in response to a MBE Set-Aside RFP that uses experience of a subcontractor partner to meet or exceed mandatory and/or scored evaluation criteria, the subcontractor partner must be included in the above list.

7. The offeror certifies that that any EDGE program participants will provide necessary data to ensure program reporting and compliance.

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

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

_____
Signature

_____
Name

DRAFT

_____
Title

_____
Company Name

_____
Company D-U-N-S Number

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ATTACHMENT SEVEN: OFFEROR PROFILE SUMMARY

Mandatory Requirement(s) and Offeror Scored Criteria. For purposes of following the RFP process, all offerors or its proposed subcontractor(s) must demonstrate experience in the mandatory requirements (Part One) and offeror scored criteria for each of the Technology Categories to which they are responding (Part Two) by including their Response in the form(s) provided in this section.

PART ONE: OFFEROR MANDATORY REQUIREMENTS

MANDATORY REQUIREMENT: The offeror or its proposed subcontractor(s) must have a minimum of sixty (60) months in business before the proposal submittal date for this RFP. The offeror or its proposed subcontractor(s) must provide documentation, such as Articles of Incorporation, income tax returns, etc. to demonstrate that the business entity attempting to become pre-qualified has been in existence for a minimum of sixty (60) months.

- Indicate if this reference is for the offeror or subcontractor: If subcontract is proposed describe any previous working relationship with the offeror for the reference.

Offeror or its proposed subcontractor name:	**Contact Name:** (Indicate Primary or sub-contractor) **Contact Title:**
Offeror or its proposed subcontractor Address:	**Contact Phone Number:** **Contact Email Address:**
Number of years/months Offeror or its proposed subcontractor(s) has been in business: Provide documentation demonstrating years in business.	

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OFFEROR MANDATORY REQUIREMENTS – TECHNOLOGY CATEGORY SPECIFIC

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

The offeror, or its proposed subcontractor must demonstrate meeting the applicable mandatory requirements corresponding with each Technology Category that it has proposed to be considered for award.

MANDATORY REQUIREMENT: The offeror or its proposed subcontractor(s) must have a minimum of thirty-six (36) months of experience as a prime contractor providing Project Management services.

<table>
<tr><td colspan="3">Offeror or its proposed subcontractor(s) Name:</td></tr>
<tr><td>Customer Company Name:</td><td colspan="2">Customer Contact Name:
(Indicate Primary or Alternate)

Customer Contact Title:</td></tr>
<tr><td>Customer Company Address:</td><td colspan="2">Customer Contact Phone Number:

Customer Contact Email Address:</td></tr>
<tr><td>Project Name:</td><td>Beginning Date of Experience (month/year):</td><td>Ending Date of Experience (month/year):</td></tr>
<tr><td colspan="3">Describe how the Related Service shows the offeror’s, or proposed subcontractor’s, experience, capability, and capacity to provide Project Management services. Offeror’s are advised to customize their proposal response and to provide specific detailed information demonstrating experience similar in nature to the type of work described in the Technical Category Definitions included in this RFP.</td></tr>
</table>

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OFFEROR MANDATORY REQUIREMENTS – TECHNOLOGY CATEGORY SPECIFIC

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

The offeror, or its proposed subcontractor must demonstrate meeting the applicable mandatory requirements corresponding with each Technology Category that it has proposed to be considered for award.

MANDATORY REQUIREMENT: The offeror or its proposed subcontractor(s) must have a minimum of thirty-six (36) months of experience as a prime contractor providing Application Development and Maintenance Transition Planning services.

Offeror or its proposed subcontractor(s) Name:		
Customer Company Name:	**Customer Contact Name:** (Indicate Primary or Alternate) **Customer Contact Title:**	
Customer Company Address:	**Customer Contact Phone Number:** **Customer Contact Email Address:**	
Project Name:	**Beginning Date of Experience (month/year):**	**Ending Date of Experience (month/year):**
Describe how the Related Service shows the offeror's, or proposed subcontractor's, experience, capability, and capacity to provide Application Development and Maintenance Transition Planning services. Offeror's are advised to customize their proposal response and to provide specific detailed information demonstrating experience similar in nature to the type of work described in the Technical Category Definitions included in this RFP.		

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OFFEROR MANDATORY REQUIREMENTS – TECHNOLOGY CATEGORY SPECIFIC

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

The offeror, or its proposed subcontractor must demonstrate meeting the applicable mandatory requirements corresponding with each Technology Category that it has proposed to be considered for award.

MANDATORY REQUIREMENT: The offeror or its proposed subcontractor(s) must have a minimum of thirty-six (36) months of experience as a prime contractor providing Independent Verification and Validation (IV&V)/Quality Assurance (QA) services.

Offeror or its proposed subcontractor(s) Name:		
Customer Company Name:	**Customer Contact Name:** (Indicate Primary or Alternate) **Customer Contact Title:**	
Customer Company Address:	**Customer Contact Phone Number:** **Customer Contact Email Address:**	
Project Name:	**Beginning Date of Experience (month/year):**	**Ending Date of Experience (month/year):**
Describe how the Related Service shows the offeror's, or proposed subcontractor's, experience, capability, and capacity to provide Independent Verification and Validation (IV&V)/Quality Assurance (QA) services. Offeror's are advised to customize their proposal response and to provide specific detailed information demonstrating experience similar in nature to the type of work described in the Technical Category Definitions included in this RFP.		

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OFFEROR MANDATORY REQUIREMENTS – TECHNOLOGY CATEGORY SPECIFIC

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

The offeror, or its proposed subcontractor must demonstrate meeting the applicable mandatory requirements corresponding with each Technology Category that it has proposed to be considered for award.

MANDATORY REQUIREMENT: The offeror or its proposed subcontractor(s) must have a minimum of thirty-six (36) months of experience as a prime contractor providing Technology Upgrade/Migration and Transformation services.

Offeror or its proposed subcontractor(s) Name:		
Customer Company Name:	**Customer Contact Name:** (Indicate Primary or Alternate) **Customer Contact Title:**	
Customer Company Address:	**Customer Contact Phone Number:** **Customer Contact Email Address:**	
Project Name:	**Beginning Date of Experience (month/year):**	**Ending Date of Experience (month/year):**
Describe how the Related Service shows the offeror's, or proposed subcontractor's, experience, capability, and capacity to provide Technology Upgrade/Migration and Transformation services. Offeror's are advised to customize their proposal response and to provide specific detailed information demonstrating experience similar in nature to the type of work described in the Technical Category Definitions included in this RFP.		

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OFFEROR MANDATORY REQUIREMENTS – TECHNOLOGY CATEGORY SPECIFIC

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

The offeror, or its proposed subcontractor must demonstrate meeting the applicable mandatory requirements corresponding with each Technology Category that it has proposed to be considered for award.

MANDATORY REQUIREMENT: The offeror or its proposed subcontractor(s) must have a minimum of thirty-six (36) months of experience as a prime contractor providing Business Intelligence and Data Warehouse services.

<table>
<tr><td colspan="3">Offeror or its proposed subcontractor(s) Name:</td></tr>
<tr><td>Customer Company Name:</td><td colspan="2">Customer Contact Name:
(Indicate Primary or Alternate)

Customer Contact Title:</td></tr>
<tr><td>Customer Company Address:</td><td colspan="2">Customer Contact Phone Number:

Customer Contact Email Address:</td></tr>
<tr><td>Project Name:</td><td>Beginning Date of Experience (month/year):</td><td>Ending Date of Experience (month/year):</td></tr>
<tr><td colspan="3">Describe how the Related Service shows the offeror’s, or proposed subcontractor’s, experience, capability, and capacity to provide Business Intelligence and Data Warehouse services. Offeror’s are advised to customize their proposal response and to provide specific detailed information demonstrating experience similar in nature to the type of work described in the Technical Category Definitions included in this RFP.</td></tr>
</table>

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PART TWO: OFFEROR SCORED CRITERIA

OFFEROR SCORED CRITERIA

The offeror must complete the form in this section and provide information that responds to the scored requirements of this RFP. The form should be copied to provide a minimum of three (3) projects or comparable scopes of work for each of the Technology Categories to which the offeror is responding. Information provided in the form must demonstrate the capability, capacity, and relevant experience provided by the offeror for the type of services or projects of similar size and scope specified in the RFP.

Technology Category Requirements. Minimum of three (3) response forms must be submitted for each Technology Category to which the offeror is responding.

1 Information Technology Assessment, Planning, and Solicitation Assistance

1.1 The offeror or its proposed subcontractor(s) must have experience in successfully delivering Information Technology Assessment and Planning services for at least three (3) technology service delivery organizations within the last sixty (60) months, and one (1) of which is for a federal, state, or local government jurisdiction.

1.2 At least two (2) of the Project/Scopes of Work required by 1.1 must have been completed by the offeror or its proposed subcontractor (s) within the last thirty-six (36) months. The offeror or its proposed subcontractor (s) must describe one or more of the following services (1.2.1-1.2.3), including the activities described within each service, and delivered within each of the Project/Scope of Work descriptions.

1. IT Assessment and Business Case and Opportunity Development, including
   - Requirements elicitation and validation
   - Process (workflow) and data analysis
   - Tools (hardware, systems, and software) review, analysis, assessment
   - Personnel (workforce) knowledge, skills, abilities assessment
   - Feasibility analysis
   - Business process redesign
   - Business case development
2. Strategic and Operations Planning, including
   - Plan and manage development of strategic or operational technology plans, including stakeholder elicitation and facilitation, future state visioning, and documenting outcomes and developing goals, objectives, and strategies
   - Design, develop, implement performance management structures that gauge effectiveness of IT services
   - Review, assess, evaluate and make recommendations for improving alignment between technology operations and business strategies, including assessment of personnel, technology and tools, and processes
3. Procurement and Solicitation Assistance, including
   - Requirements definition
   - RFP development and publication
   - RFP scoring criteria development
   - RFP evaluation

Technology Category: Information Technology Assessment, Planning, and Solicitation Assistance		
Offeror or its proposed subcontractor(s) Information		
Offeror or its proposed subcontractor(s) Name:	Offeror or its proposed subcontractor(s) Contact/Name:	
Project Dates:	Offeror or its proposed subcontractor(s) Contact Phone:	
Customer Information		
Customer Organization:	Customer Contact Name Primary: Alternate:	
Customer Address:	Customer Phone Primary: Alternate:	Customer Fax:
☐ Federal Gov't ☐ State Gov't ☐ Local Gov't	Customer Email Primary: Alternate:	
Project/Scope of Work Information		
Name:		
Contract Type:		
Schedule and Cost Information		
	Schedule Begin/End Dates	
	Begin Date [Month/Year]	**End Date** [Month/Year]
Schedule:		
Explain variances over/under 10%:		
Total number of years and months (example, 4 years, 6 months) for which the offeror or its proposed subcontractor(s) has performed this service:		
	Planned/Actual Cost	
	Planned (Budgeted)	**Actual (Expended)**
Total Project Cost:	$	$
Offeror's or its proposed subcontractor(s) Contract Value:	$	$
Explain variances over/under 10%:		
Total Offeror or its proposed subcontractor(s) Staff Assigned:		

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Technology Category: Information Technology Assessment, Planning, and Solicitation Assistance	
Total subcontractor FTEs Assigned:	
Description of the Project/Scope of Work	
Describe in detail the Project/Scope of Work performed by the offeror or its proposed subcontractor(s) which identified opportunities to achieve cost saving, strengthen processes, improve organizational alignment with the business.	
Describe in detail the specific services (1.2.1-1.2.3) that were delivered in the Project/Scope of Work.	
Describe the offeror's or its proposed subcontractor(s) knowledge transfer and training strategies on this Project/Scope of Work. Response should demonstrate how the offeror or its proposed subcontractor(s) has integrated knowledge transfer and other education and training techniques into an effective learning experience for the customer.	
Describe the project management, process engineering, quality assurance, risk response, software and system development, service management, and/or compliance standards, frameworks, and methodologies that were utilized in this Project/Scope of Work and describe how the offeror's or its proposed subcontractor(s) organization contributed to the establishment or advancement of the customer's core competencies in the implementation and use of these frameworks.	
Describe the qualifications and certifications of the offeror's or its proposed subcontractor(s) staff assigned to this Project/Scope of Work related to project management, process engineering, software and system development, service management, and/or compliance frameworks and methodologies.	
Describe the Project/Scope of Work outcomes for which the offeror's or its proposed subcontractor(s) organization was responsible that exceeded customer expectations.	
Provide a sample of the offeror's or its proposed subcontractor(s) organization deliverables for this Project/Scope of Work.	

****** COPY AND SUBMIT A MINIMUM OF THREE (3) FORMS FOR EACH OF TECHNOLOGY CATEGORY******

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2 Project Management

1. The offeror or its proposed subcontractor(s) must have experience in successfully delivering Project Management services throughout the lifecycle of a project on at least three (3) software application or systems development or software implementation or infrastructure projects within the last sixty (60) months, each of which is fully operational, each of which the Project/Scope of Work spanned at least twelve months duration with a cost value of at least $100,000, and one (1) of which is for a federal, state, or local government jurisdiction.

2. The offeror or its proposed subcontractor (s) must have completed at least two (2) projects within the last thirty-six (36) months that include the following services
   - Initiate a Project
   - Develop Project Charter
   - Develop Project Management Plan
   - Manage Customer Relations
   - Define Project Needs and Requirements
   - Establish a Project Structure
   - Form and Manage a Project Team
   - Develop a Work Breakdown Structure
   - Develop a Project Work Plan
   - Develop Project Support Plans
   - Manage Project Communications
   - Manage Project Documentation
   - Manage Change and Control Scope
   - Estimate Project Costs
   - Develop a Project Schedule
   - Manage Project Risk
   - Ensure Project Quality
   - Track and Control Project Work
   - Manage Customer Contracts
   - Select and Manage Vendors
   - Close a Project

Project Management	
Offeror or its proposed subcontractor(s) Information	
Offeror or its proposed subcontractor(s) Name:	Offeror or its proposed subcontractor (s) Contact/Name:
Project Dates:	Offeror or its proposed subcontractor(s) Contact Phone:
Customer Information	
Customer Organization:	Customer Contact Name Primary: Alternate:

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Project Management		
Customer Address:	Customer Phone Primary: Alternate:	Customer Fax:
☐ Federal Gov't ☐ State Gov't ☐ Local Gov't	Customer Email Primary: Alternate:	
Project/Scope of Work Information		
Name:		
Contract Type:		
Schedule and Cost Information		
	Schedule Begin/End Dates	
	Begin Date [Month/Year]	**End Date** [Month/Year]
Schedule:		
Explain variances over/under 10%:		
Total number of years and months (example, 4 years, 6 months) for which the offeror or its proposed subcontractor(s) has performed this service:		
	Planned/Actual Cost	
	Planned (Budgeted)	**Actual (Expended)**
Total Project Cost:	$	$
Offeror's or its proposed subcontractor(s) Contract Value:	$	$
Explain variances over/under 10%:		
Total Offeror or its proposed subcontractor(s) Staff Assigned:		
Total subcontractor FTEs Assigned:		
Description of the Project/Scope of Work		
Describe in detail the Project/Scope of Work performed by the offeror or its proposed subcontractor(s) and the project management activities, work products, and governance structure for the Project/Scope of Work.		

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Project Management
Describe the offeror's or its proposed subcontractor(s) knowledge transfer and training strategies on this Project/Scope of Work. Response should demonstrate how the offeror or its proposed subcontractor(s) has integrated knowledge transfer and other education and training techniques into an effective learning experience for the customer.
Describe the project management, process engineering, quality assurance, risk response, software and system development, service management, and/or compliance standards, frameworks, and methodologies that were utilized in this Project/Scope of Work and describe how the offeror's or its proposed subcontractor(s) organization contributed to the establishment or advancement of the customer's core competencies in the implementation and use of these frameworks.
Describe the qualifications and certifications of the offeror's or its proposed subcontractor(s) staff assigned to this Project/Scope of Work related to project management, process engineering, software and system development, service management, and/or compliance frameworks and methodologies.
Describe the Project/Scope of Work outcomes for which the offeror's or its proposed subcontractor(s) organization was responsible that exceeded customer expectations.
Provide a sample of the offeror's or its proposed subcontractor(s) organization deliverables for this Project/Scope of Work.

****** COPY AND SUBMIT A MINIMUM OF THREE (3) FORMS FOR EACH OF TECHNOLOGY CATEGORY******

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3 Application Development and Maintenance Transition Planning

3.1 The offeror or its proposed subcontractor(s) must have experience in successfully delivering Application Development and Maintenance Transition Planning services on at least three (3) software application development, implementation, or systems integration projects within the last sixty (60) months, each of which is fully operational, each of which the Project/Scope of Work spanned at least twelve (12) months duration with a cost value of at least $100,000, and one (1) of which is for a federal, state, or local government jurisdiction.

At least two (2) of the Project/Scopes of Work required by 3.1 must have been completed by the offeror or its proposed subcontractor(s) within the last thirty-six (36) months. The offeror or its proposed subcontractor(s) must describe one or more of the following services (3.2.1-3.2.3), within each of the Project/Scope of Work descriptions.

3.2.1 Delivering services that produce requirements, specification, design, and support documents that may include

- Business, user, functional, non-functional, interface requirements
- System and software requirements specification
- System design documents
- Application architectures
- Data models
- Operations and maintenance manuals
- Transition plans
- Procedures manuals

3.2.2 Delivering services that support a range of system development lifecycle (SDLC) methodologies, including Waterfall, Agile, or Waterfall-Agile hybrid, that produce

- System and software applications
- Application program interfaces and services integration
- Web, mobile, and other platform application development

3.2.3 Delivering services that implement application and data integration technologies deployed on *n*-tier architectures, including

- Internet
- Portals
- Application servers
- Integration servers
- Data servers

Application Development and Maintenance Transition Planning	
Offeror or its proposed subcontractor(s) Information	
Offeror or its proposed subcontractor(s) Name:	Offeror or its proposed subcontractor(s) Contact/Name:
Project Dates:	Offeror or its proposed subcontractor(s) Contact Phone:
Customer Information	

Application Development and Maintenance Transition Planning		
Customer Organization:	Customer Contact Name Primary: Alternate:	
Customer Address:	Customer Phone Primary: Alternate:	Customer Fax:
☐ Federal Gov't ☐ State Gov't ☐ Local Gov't	Customer Email Primary: Alternate:	
Project/Scope of Work Information		
Name:		
Contract Type:		
Schedule and Cost Information		
	Schedule Begin/End Dates	
	Begin Date [Month/Year]	**End Date** [Month/Year]
Schedule:		
Explain variances over/under 10%:		
Total number of years and months (example, 4 years, 6 months) for which the offeror or its proposed subcontractor(s) has performed this service:		
	Planned/Actual Cost	
	Planned (Budgeted)	**Actual (Expended)**
Total Project Cost:	$	$
Offeror's or its proposed subcontractor(s) Contract Value:	$	$
Explain variances over/under 10%:		
Total Offeror or its proposed subcontractor(s) Staff assigned:		
Total subcontractor FTEs assigned:		
Description of the Project/Scope of Work		
Describe in detail the Project/Scope of Work performed by the offeror or its proposed subcontractor(s) and the application development and maintenance transition planning activities, work products, and methodologies employed for the Project/Scope of Work.		

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Application Development and Maintenance Transition Planning
Describe in detail the specific services (3.2.1-3.2.3) that were delivered in the Project/Scope of Work.
Describe the offeror's or its proposed subcontractor(s) knowledge transfer and training strategies on this Project/Scope of Work. Response should demonstrate how the offeror or its proposed subcontractor(s) has integrated knowledge transfer and other education and training techniques into an effective learning experience for the customer.
Describe the project management, process engineering, quality assurance, risk response, software and system development, service management, and/or compliance standards, frameworks, and methodologies that were utilized in this Project/Scope of Work and describe how the offeror's or its proposed subcontractor(s) organization contributed to the establishment or advancement of the customer's core competencies in the implementation and use of these frameworks.
Describe the qualifications and certifications of the offeror's or its proposed subcontractor(s) staff assigned to this Project/Scope of Work related to project management, process engineering, software and system development, service management, and/or compliance frameworks and methodologies.
Describe the Project/Scope of Work outcomes for which the offeror's or its proposed subcontractor(s) organization was responsible that exceeded customer expectations.
Provide a sample of the offeror's or its proposed subcontractor(s) organization deliverables for this Project/Scope of Work.

****** COPY AND SUBMIT A MINIMUM OF THREE (3) FORMS FOR EACH OF TECHNOLOGY CATEGORY******

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Independent Verification and Validation (IV&V)/Quality Assurance (QA)

4.1 The offeror or its proposed subcontractor(s) must have experience in successfully delivering IV&V/QAservices across all phases of at least three (3) software application development, implementation, or systems integration projects within the last sixty (60) months, each of which is fully operational, each of which the Project/Scope of Work spanned at least twelve (12) months duration with a cost value of at least $100,000, and one (1) of which is for a federal, state, or local government jurisdiction.

4.3 At least two (2) of the Project/Scopes of Work required by 4.1 must have been completed by the offeror or its proposed subcontractor(s) within the last thirty-six (36) months. The offeror or its proposed subcontractor(s) must describe the IV&V/QA services that provided monitoring and assessing customer and third party provider project management, contract management, technical development, and quality assurance methodologies and programs. Services may include:

IV&V Management

- Planning
- Monitoring
- Evaluating results, impact of change
- Milestone Reviews
- Reporting

Quality Assurance Surveillance of Systems Integrator and/or Service Provider

- QASP
- Evaluate program performance, schedule, and budget
- Ongoing compliance monitoring
- Reporting

Requirements IV&V/QA

- Review of concept documentation
- Criticality Analysis
- Determine Integrity Level
- Traceability analysis
- Software Requirements Evaluation
- Interface Analysis
- Initial Planning for Software System Test
- Reporting

Design IV&V/QA

- Traceability Analysis
- Software Design Evaluation
- Interface Analysis
- Metrics
- Initial Planning for Unit Test
- Initial Planning for Software Integration Test
- Report

Code IV&V/QA

- Traceability Analysis
- Code Evaluation
- Interface Analysis
- Metrics

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- Completion of Unit Test Preparation
- Reporting

Unit Test

- Unit Test Execution
- Defect Analysis
- Reporting

Software Integration Test

- Completion of Software Integration Test Preparation
- Execution of Software Integration Tests
- Defect Analysis
- Reporting

Software System Test

- Completion of Software System Test Preparation
- Execution of Software System Tests
- Defect Analysis
- Reporting

Software Installation Test

- Installation Configuration Audit
- Defect Analysis
- Reporting

Customer Tests

- Test Witnessing
- Defect Analysis
- Reporting

Structural Tests

- Document Inspection
- Training Evaluation
- Security (FISMA, IA, C&A)

Independent Verification and Validation (IV&V)/Quality Assurance		
Offeror or its proposed subcontractor(s) Information		
Offeror or its proposed subcontractor(s) Name:	Offeror or its proposed subcontractor(s) Contact/Name:	
Project Dates:	Offeror or its proposed subcontractor(s) Contact Phone:	
Customer Information		
Customer Organization:	Customer Contact Name Primary: Alternate:	
Customer Address:	Customer Phone Primary: Alternate:	Customer Fax:

Independent Verification and Validation (IV&V)/Quality Assurance		
☐ Federal Gov't ☐ State Gov't ☐ Local Gov't	Customer Email Primary: Alternate:	
Project/Scope of Work Information		
Name:		
Contract Type:		
Schedule and Cost Information		
	Schedule Begin/End Dates	
	Begin Date [Month/Year]	**End Date** [Month/Year]
Schedule:		
Explain variances over/under 10%:		
Total number of years and months (example, 4 years, 6 months) for which the offeror or its proposed subcontractor(s) has performed this service:		
	Planned/Actual Cost	
	Planned (Budgeted)	**Actual (Expended)**
Total Project Cost:	$	$
Offeror's or its proposed subcontractor(s) Contract Value:	$	$
Explain variances over/under 10%:		
Total Offeror or its proposed subcontractor(s) Staff assigned:		
Total Subcontractor FTEs assigned:		
Description of the Project/Scope of Work		
Describe in detail the Project/Scope of Work performed by the offeror or its proposed subcontractor(s) and the IV&V services that provided monitoring and assessing customer and third party provider project management, contract management, technical development, and quality assurance methodologies and programs.		
Describe the offeror's or its proposed subcontractor(s) knowledge transfer and training strategies on this Project/Scope of Work. Response should demonstrate how the offeror or its proposed subcontractor(s) has integrated knowledge transfer and other education and training techniques into an effective learning experience for the customer.		

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Independent Verification and Validation (IV&V)/Quality Assurance
Describe the project management, process engineering, quality assurance, risk response, software and system development, service management, and/or compliance standards, frameworks, and methodologies that were utilized in this Project/Scope of Work and describe how the offeror's or its proposed subcontractor(s) organization contributed to the establishment or advancement of the customer's core competencies in the implementation and use of these frameworks.
Describe the qualifications and certifications of the offeror's or its proposed subcontractor(s) staff assigned to this Project/Scope of Work related to project management, process engineering, software and system development, service management, and/or compliance frameworks and methodologies.
Describe the Project/Scope of Work outcomes for which the offeror's or its proposed subcontractor(s) organization was responsible that exceeded customer expectations.
Provide a sample of the offeror's or its proposed subcontractor(s) organization deliverables for this Project/Scope of Work.

****** COPY AND SUBMIT A MINIMUM OF THREE (3) FORMS FOR EACH OF TECHNOLOGY CATEGORY******

Technology Upgrade/Migration and Transformation

5.1 The offeror or its proposed subcontractor(s) must have experience in successfully delivering Technology services for at least three (3) technology service delivery organizations within the last sixty (60) months, each of which is fully operational, each of which the Project/Scope of Work spanned at least twelve (12) months duration with a cost value of at least $100,000, and one (1) of which is for a federal, state, or local government jurisdiction.

5.2 At least two (2) of the Project/Scopes of Work required by 5.1 were completed by the offeror or its proposed subcontractor(s) within the last thirty-six (36) months. The offeror or its proposed subcontractor(s) must describe the services provided in modernizing/migrating legacy applications to a new technology platform and other upgrades, migrations and transformation services delivered in the Project/Scopes of Work.

Technology Upgrade/Migration and Transformation	
Offeror or its proposed subcontractor(s) Information	
Offeror or its proposed subcontractor(s) Name:	Offeror or its proposed subcontractor(s) Contact/Name:
Project Dates:	Offeror or its proposed subcontractor(s) Contact Phone:

Technology Upgrade/Migration and Transformation		
Customer Information		
Customer Organization:	Customer Contact Name Primary: Alternate:	
Customer Address:	Customer Phone Primary: Alternate:	Customer Fax:
☐ Federal Gov't ☐ State Gov't ☐ Local Gov't	Customer Email Primary: Alternate:	
Project/Scope of Work Information		
Name:		
Contract Type:		
Schedule and Cost Information		
	Schedule Begin/End Dates	
	Begin Date [Month/Year]	**End Date** [Month/Year]
Schedule:		
Explain variances over/under 10%:		
Total number of years and months (example, 4 years, 6 months) for which The offeror or its proposed subcontractor(s) has performed this service:		
	Planned/Actual Cost	
	Planned (Budgeted)	**Actual (Expended)**
Total Project Cost:	$	$
Offeror's or its proposed subcontractor(s) Contract Value:	$	$
Explain variances over/under 10%:		
Total Offeror or its proposed subcontractor(s) Staff assigned:		
Total subcontractor FTEs assigned:		
Description of the Project/Scope of Work		
Describe in detail the Project/Scope of Work performed by the offeror or its proposed subcontractor(s) and the services provided in modernizing/migrating legacy applications to a new technology platform and other upgrades, migrations and transformation services delivered in the Project/Scopes of Work.		

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Technology Upgrade/Migration and Transformation
Describe the offeror's or its proposed subcontractor(s) knowledge transfer and training strategies on this Project/Scope of Work. Response should demonstrate how the offeror or its proposed subcontractor(s) has integrated knowledge transfer and other education and training techniques into an effective learning experience for the customer.
Describe the project management, process engineering, quality assurance, risk response, software and system development, service management, and/or compliance standards, frameworks, and methodologies that were utilized in this Project/Scope of Work and describe how the offeror's or its proposed subcontractor(s) organization contributed to the establishment or advancement of the customer's core competencies in the implementation and use of these frameworks.
Describe the qualifications and certifications of the offeror's or its proposed subcontractor(s) staff assigned to this Project/Scope of Work related to project management, process engineering, software and system development, service management, and/or compliance frameworks and methodologies.
Describe the Project/Scope of Work outcomes for which the offeror's or its proposed subcontractor(s) organization was responsible that exceeded customer expectations.
Provide a sample of the offeror's or its proposed subcontractor(s) organization deliverables for this Project/Scope of Work.

****** COPY AND SUBMIT A MINIMUM OF THREE (3) FORMS***

FOR EACH OF TECHNOLOGY CATEGORY**6.**Business Intelligence and Data Warehouse**
6.1The offeror or its proposed subcontractor(s) must have, within the last forty-eight (48) months, successfully delivered Business Intelligence solutions, including: data warehouse design/implementation, data modeling, report or analytics development, and customer support for: 1.1 A federal, state, or local government agency, institution of higher education, or private entity with at least $5 billion in annual revenue <u>or</u> 5,000 employees <u>OR</u> 1.2 A Fortune 500 company. 6.2 The offeror or its proposed subcontractor (s) must have, within the last forty-eight (48) months, successfully completed an engagement meeting the requirements of Section 1 for which the Project/Scope of Work was at least 3,000 hours of effort. 6.3 The offeror or its proposed subcontractor(s) must have, within the last forty-eight (48) months, successfully completed an engagement meeting the requirements of Section 1 for which the Project/Scope of Work was delivered at a fixed price. 6.4 At least one (1) of the Projects/Scopes of Work required by Section 1 must have been completed within the last twenty-four (24) months

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Business Intelligence and Data Warehouse		
Offeror or its proposed subcontractor(s) Information		
Offeror or its proposed subcontractor(s) Name:	Offeror or its proposed subcontractor(s) Contact/Name:	
Project Dates:	Offeror or its proposed subcontractor(s) Contact Phone:	
Customer Information		
Customer Organization:	Customer Contact Name Primary: Alternate:	
Customer Address:	Customer Phone Primary: Alternate:	Customer Fax:
☐ Federal Gov't ☐ State Gov't ☐ Local Gov't	Customer Email Primary: Alternate:	
☐ Fortune 500 Company	Annual Revenue $:	Number of Employees:
Project/Scope of Work Information		
Name:		
Contract Type:		
Schedule and Cost Information		
	Schedule Begin/End Dates	
	Begin Date [Month/Year]	**End Date** [Month/Year]
Schedule:		
Explain variances over/under 10%:		
Total number of years and months (example, 4 years, 6 months) for which The offeror or its proposed subcontractor(s) has performed this service:		
	Planned/Actual Cost	
	Planned (Budgeted)	**Actual (Expended)**
Total Project Cost:	$	$
Offeror's or its proposed subcontractor(s) Contract Value:	$	$
Explain variances over/under 10%:		
Total Offeror or its proposed subcontractor(s) Staff Assigned:		

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Business Intelligence and Data Warehouse	
Total subcontractor FTEs Assigned:	
Description of the Project/Scope of Work	
Describe in detail the Project/Scope of Work performed by the offeror or its proposed subcontractor(s) and the services provided in modernizing/migrating legacy applications to a new technology platform and other upgrades, migrations and transformation services delivered in the Project/Scopes of Work.	
Describe the offeror's or its proposed subcontractor(s) knowledge transfer and training strategies on this Project/Scope of Work. Response should demonstrate how the offeror or its proposed subcontractor(s) has integrated knowledge transfer and other education and training techniques into an effective learning experience for the customer.	
Describe the project management, process engineering, quality assurance, risk response, software and system development, service management, and/or compliance standards, frameworks, and methodologies that were utilized in this Project/Scope of Work and describe how the offeror's or its proposed subcontractor(s) organization contributed to the establishment or advancement of the customer's core competencies in the implementation and use of these frameworks.	
Describe the qualifications and certifications of the offeror's or its proposed subcontractor(s) staff assigned to this Project/Scope of Work related to project management, process engineering, software and system development, service management, and/or compliance frameworks and methodologies.	
Describe the Project/Scope of Work outcomes for which the offeror's or its proposed subcontractor(s) organization was responsible that exceeded customer expectations.	
Provide a sample of the offeror's or its proposed subcontractor(s) organization deliverables for this Project/Scope of Work.	

****** COPY AND SUBMIT A MINIMUM OF THREE (3) FORMS FOR EACH OF TECHNOLOGY CATEGORY******

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ATTACHMENT EIGHT: STANDARD AFFIRMATION AND DISCLOSURE FORM EXECUTIVE ORDER 2011-12K

Governing the Expenditure of Public Funds on Offshore Services

All of the following provisions must be included in all invitations to bid, requests for proposals, state term schedules, multiple award contracts, requests for quotations, informal quotations, and statements of work. This information is to be submitted as part of the response to any of the procurement methods listed.

The Bidder/Offeror affirms, understands and will abide by the requirements of Executive Order 2011-12K. If awarded a contract, the Bidder/Offeror becomes the Contractor and affirms that both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States.

The Bidder/Offeror shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information may subject the Bidder/Offeror to sanctions, termination or a damages assessment. If the Bidder/Offeror will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Name/Principal location of business of Contractor:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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