REQUEST FOR PROPOSALS

RFP NUMBER: 0A1169
DATE ISSUED: April 20, 2016

The State of Ohio, through the Department of Administrative Services for the Ohio Department of Rehabilitation and Correction (DRC) is requesting proposals for:

Ohio Penal Industries Enterprise Resource Planning (OPI ERP) Services

INQUIRY PERIOD BEGINS:	April 20, 2016
INQUIRY PERIOD ENDS:	May 20, 2016
OPENING DATE:	May 27, 2016
OPENING TIME:	1:00 P.M.
OPENING LOCATION:	Department of Administrative Services General Services Division IT Procurement Services Bid Desk 4200 Surface Road Columbus, Ohio 43228-1313

This RFP consists of five parts, twelve attachments, and two supplements, totaling 249 pages. Please verify that you have a complete copy.

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

PART ONE: EXECUTIVE SUMMARY

Purpose: This is a request for Competitive Sealed Proposals ("RFP") under Section 125.071 of the Ohio Revised Code (the "Revised Code") and Section 123:5-1-8 of the Ohio Administrative Code (the "Administrative Code"). The Ohio Department of Rehabilitation and Correction (DRC) has asked the Department of Administrative Services (DAS) to solicit competitive sealed proposals ("Proposals") for the development and implementation of an integrated Enterprise Resource Planning ("ERP") system for the State of Ohio (the "Work"). As a result of the implementation of a Contractor-hosted integrated ERP system will be implemented and used by various locations of Ohio Penal Industries ("OPI"), a division of DRC.

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

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

Once awarded, the term of the Contract will be from the award date until the Work is completed to the satisfaction of the State and the Contractor is paid or June 30, 2017, whichever is sooner. The State may renew this Contract for up to four (4) additional one-year term(s), subject to and contingent on the discretionary decision of the Ohio General Assembly to appropriate funds for the 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 DRC.

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

Background: Ohio Penal Industries (OPI) within the division of Administration at the DRC currently oversees 28 industrial/manufacturing plants and 8 correctional farms, for a total of 36 industrial operations located in prisons throughout the State of Ohio. These operations include:

1. Garment Shop at Allen/Oakwood Correctional Institution
2. Toilet Paper Shop at Belmont Correctional Institution
3. Chair Shop at Chillicothe Correctional Institution
4. Mattress Shop at Chillicothe Correctional Institution
5. Vehicle Modification Shop at Chillicothe Correctional Institution
6. Braille Shop at Grafton Correctional Institution
7. Fragrance Shop at Grafton Correctional Institution
8. License Tag Shop at Lebanon Correctional Institution
9. Vehicle Validation Shop at Lebanon Correctional Institution
10. Deburring Shop at London Correctional Institution
11. Denture Shop at London Correctional Institution
12. Modular Furniture Shop at Madison Correctional Institution
13. Plastic Bag Shop at Madison Correctional Institution
14. Box Shop at Mansfield Correctional Institution

15. YUSA Shop at Mansfield Correctional Institution
16. Metal Shop at Marion Correctional Institution
17. Flag Shop at Ohio Reformatory for Women
18. Optical Shop at Ohio Reformatory for Women
19. Beverage Processing Center at Pickaway Correctional Institution
20. Meat Processing Career Center at Pickaway Correctional Institution
21. Print Shop at Pickaway Correctional Institution
22. Janitorial Shop at Southeastern Correctional Complex
23. Fish Hatchery at Southeastern Correctional Complex
24. Metal Shop at Warren Correctional Institution
25. Vehicle Service Center
26. Modular Installation
27. Construction Services
28. Asbestos Abatement Services
29. Allen/Oakwood Correctional Farm
30. Chillicothe/Ross Correctional Farm
31. Mansfield Correctional Farm
32. Marion Correctional Farm
33. Lebanon Correctional Farm
34. London Correctional Farm
35. Pickaway Correctional Farm
36. Southeastern Correctional Farm

In addition, OPI operates a Central Distribution Center ("CDC") at the Pickaway Correction Institution and Administrative Offices located at 1221 McKinley Avenue, Columbus, OH 43228. It is possible that OPI will add additional industrial operations as the OPI Industrial Training Program expands in order to fulfill the mission of the DRC.

OPI implemented Infor Global Solutions' SyteLine v.7.05.10 as its current ERP system in 2007. This ERP system utilizes the following modules in providing management for OPI:

1. Customer Module
    a. Customer Tables
    b. Order Entry
    c. Return Material Authorizations (RMA)
2. Finance Module
    a. General Ledger
    b. Accounts Payable
    c. Accounts Receivable
3. Materials Module
    a. Inventory Management
    b. Product Definition
    c. Planning
4. Production Module
    a. Jobs

    b. Production Schedules
    c. Scheduling
    d. Work Centers
5. Vendor Module
    a. Vendor Database
    b. Purchase Orders

These functions are considered minimum deliverables for this RFP. In addition, the current ERP system interfaces with the Ohio Administrative Knowledge System ("OAKS") for the purpose of uploading accounts receivable invoices that are generated for other State agencies. A continuation of this integration with OAKS is included in the Work for this RFP. In addition, OPI desires any new ERP system to expand on these interfacing capabilities to include accounts payable functions, with training for implementing the integration of purchasing functions at a later date. These two additional integrations with OAKS (accounts receivable, accounts payable) are also included in the Work for this RFP.

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

- Implementation of the ERP system, which will provide effective management of all industrial operations, farm operations, service operations, central distribution and warehousing, and administrative operations.
- Design and implementation of interfacing utilities which will enable the Contractor-hosted ERP system to integrate with the State Of Ohio OAKS system. Modules that OPI requires to interface at implementation of the ERP system shall include accounts receivable and accounts payable functions, with additional training and development to implement integration of purchasing functions at a later time.
- Development and implementation of an integrated web-based customer portal which will allow approved customers to perform the following functions via a website: (1) view current catalogue items and current pricing, (2) place orders for standard items directly from the web-based customer portal that interface directly with the ERP system, and (3), request quotations and/or estimates for special or custom orders.
- Development and implementation of a solution that will allow OPI employees to access necessary electronic training materials as needed in the event of new hire and in-service training needs.

Total User Base: User base for internal users of the ERP solution will consist of approximately 130 individual users. If concurrent licensing is available, offeror must provide pricing for approximately 80 concurrent users. These numbers may change as the needs of the State change.

Overview of the Scope of Work: The Scope of Work is included in Attachment Two: Part One of this RFP. This Executive Summary only gives a summary of the Work. In the event of any inconsistency between this Executive Summary and the Scope of Work, the Scope of Work will control.

This RFP is being issued on behalf of DRC/OPI to select a qualified offeror who can provide an ERP system to track, manage, and report on the State's Ohio Penal Industries programs and associated data. The State requires that offerors describe their proposed solution, ability, experience, and proven effectiveness in providing a solution and related services to meet the State's requirements documented

in this RFP and supplements. Offeror proposals will be evaluated to assess the availability of the required services and the relative capabilities of the offerors and their proposed solutions.

The offeror must provide an ERP system where the proposed service and required functionality are delivered in such a manner that the State has no responsibility for the administration of the database environment, the software environment, the technical infrastructure and associated processes and procedures. The database and solution functionality proposed must be accessible through the web by internal and external users, and must be secure.

The Contractor must provide the following products and services to the State through the life of the Contract:

1. Work management (e.g. project management);
2. Hosted ERP system, including the required hardware and software tools to meet the OPI ERP common supportive and technical requirements as identified in in this RFP and supplements;
3. Provide appropriate web-enabled access by user type to the proposed ERP system, common supportive and technical functionality;
4. Provide requirements affirmation, configuration, design, and customization services (i.e. integration with OAKS) as proposed to meet the OPI ERP requirements identified in this RFP and supplements;
5. Provide historical data conversion, transmittal data import and validation services for existing OPI SyteLine ERP data into the proposed OPI ERP system;
6. Provide database administration and structure services;
7. Provide OPI program reporting and analysis functionality through a suite of standard reports, ad hoc reporting, search/inquiry functionality, or other proposed software tools;
8. Provide user training and documentation to include: differences training, database support and administration, job role specific training, any other training necessary in the successful implementation of the OPI ERP system.
9. Subject to federal and State laws regarding data confidentiality, provide any and all extracts of the database, including all fields, at the direction of the State;
10. Cooperate with the State's consultants, and provide access to data and extracts at the direction of the State;
11. Provide OPI ERP system functionality testing and assistance with user acceptance testing;
12. Provide operational and administrative support for the OPI ERP system, including backup of State data and business continuity; and
13. Provide production implementation and on-going production support services for the implemented OPI ERP system, including at minimum software maintenance, and hardware and software upgrades, including ongoing technical support and assistance.

Mandatory Requirements Overview: The offeror must show evidence of meeting the following minimum requirements for this RFP:

- The Offeror must demonstrate experience as the prime contractor of the proposed Enterprise Resource Planning software system in at least one Federal, State or correctional industry entity where the solution has been successfully implemented and is currently being hosted by the prime contractor in a production environment at the time of this RFP's proposal due date.

- The Offeror's proposed solution to meet the requirements of Ohio Penal Industries' ERP project must be a prime contractor-hosted Enterprise Resource Planning system with access through a web portal interface.

Additional Work: Implementation of additional ERP programs and related functionality for the OPI ERP system (e.g., Future Phases) may be defined after the initial Contract award using the Interval Deliverable Agreement ("IDA") model documented in this RFP with pricing not to exceed the rates and amounts shown on the Contractor's Rate Card worksheet provided in Attachment Eleven - Cost Summary.

Additional work for the OPI ERP system (e.g. implementation of additional ERP programs and/or modules) may be defined and implemented using the Interval Delivery Agreement ("IDA") model documented in this RFP. The Contractor must work with designated Ohio Department of Rehabilitation and Correction staff to develop deliverables for each defined interval at any time during the Contract. The deliverables will be negotiated prior to the start of each interval and will be monitored throughout the interval and the life of the contract. The State and Contractor will agree in writing, during the course of the Contract, to specific work assignments, sub-deliverables, due dates, Contractor staffing requirements (based on positions and associated hourly rates in the Cost Summary Rate Card [see Attachment Eleven - Cost Summary]), State resources, and the proposed delivery agreement for the defined interval. A deliverable or sub-deliverable may be identified as a work product or hours toward completion of a work product. The IDA documents must be developed and submitted for State approval at least 30 days prior to the interval start date. An IDA is not effective until the State (Department of Rehabilitation and Corrections and the Department of Administrative Services) and the Contractor have approved and signed the agreement. All IDA content (deliverables, including sub-deliverables, Work Breakdown Schedules ("WBS") with due dates, etc.) will be amended to the Contract. IDAs are expected to be a combination of distinct projects, tasks, or reports and activities that will be consultative and billed on the basis of time and materials or as a deliverable completion as agreed by the State and the Contractor.

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

Dates:

<u>Firm Dates</u>

RFP Issued	April 20, 2016
Inquiry Period Begins:	April 20, 2016
Inquiry Period Ends:	May 20, 2016

Proposal Due Date: May 27, 2016

Estimated Dates
Award Date: June 2016

Estimated Work Dates
Work Begins: July 2016

There are references in this RFP to "the Proposal's 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 Farts and has twelve Attachments. The Parts and Attachments are listed below. There also may be one or more Supplements to this RFP listed below.

Parts:

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

Attachments:

Attachment One	Evaluation Criteria
Attachment Two	Work Requirements, Interval Deliverable Agreement and Special Provisions
Attachment Three	Requirements for Proposals
Attachment Four	General Terms and Conditions
Attachment Five	Sample Contract
Attachment Six	Sample Deliverable Submittal and Acceptance (Deliverable Sign-Off Form)
Attachment Seven	Offeror Certification Form
Attachment Eight	Offeror Profile Summary Forms
Attachment Nine	Personnel Profile Summary Forms
Attachment Ten	Standard Affirmation and Disclosure Form (EO 2011-12K)
Attachment Eleven	Cost Summary
Attachment Twelve	Master Cloud Services Agreement

Supplements:

Supplement One OPI ERP Requirements
- Program Requirements
- Common Supportive Requirements
- Technical Requirements

Supplement Two State Architecture and Computing Standards Requirements

- State Security and Privacy Requirements
- State IT Computing Policy Requirements
- State Data Handling Requirements

PART THREE: GENERAL INSTRUCTIONS

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

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

Procurement Representative:

Andrew Miller
Acquisition Analyst
Office of Information Technology
Enterprise IT Contracting
30 E. Broad Street, 39th Floor
Columbus, OH 43215

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

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

- Access the State's Procurement Website at http://procure.ohio.gov/;
- From the Quick Links menu on the right, select "**Bid Opportunities Search**";
- In the "**Document/Bid Number**" field, enter the RFP number found on the first page of this RFP (the RFP number begins with zero followed by the letter "A");
- Select "**Request for Proposals**" from the Opportunity Type dropdown;
- Click the "Search" button;
- On the Opportunity Search Results page, click on the hyperlinked Bid Number;
- On the Opportunity Details 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
- Enter the Confirmation Number at the bottom of the page
- Click the "Submit" button.

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

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

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

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

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

Offerors may view amendments by using the "Bid Opportunities Search" 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's 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 Proposal's due date, the State will permit offerors to withdraw their Proposals within five business days after the amendment is issued. This withdrawal option will allow any offeror to remove its Proposal from active consideration should the offeror feel that the amendment changes the nature of the transaction so much that the offeror's Proposal is no longer in its interest. Alternatively, the State may allow offerors that have Proposals under active consideration to modify their Proposals in response to the amendment.

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

Proposal Submittal. Each offeror must submit a technical section and a cost section as part of its total Proposal before the opening time on the Proposal due date. The offeror must submit the technical section as a separate package from the cost section of its Proposal, and each section must be submitted in its own separate, opaque package. The package with the technical section of the Proposal must be sealed and contain one (1) originally signed technical section and five (5) additional copies of the technical section, and the package with the cost section also must be sealed and contain two (2) complete copies of the cost section of the Proposal. Further, the offeror must mark the outside of each package with either "Ohio Penal Industries Enterprise Resource Planning (OPI ERP) Services RFP 0A1169 – Technical Proposal" or "Ohio Penal Industries Enterprise Resource Planning (OPI ERP) Services RFP 0A1169 – Cost Summary," as appropriate.

Included in each sealed package, the offeror also must provide a searchable electronic copy of everything contained within the package on CD-ROM or thumb drive in Microsoft Office, Microsoft Project, or Adobe Acrobat format. 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
GENERAL SERVICES DIVISION
ENTERPRISE IT CONTRACTING
BID DESK
4200 SURFACE ROAD

COLUMBUS, OHIO 43228-1313

BID ROOM MAIN PHONE NUMBER: 614-466-5090

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

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

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

Revised Code Section 9.24 prohibits the State from awarding a contract to any entity against whom the Auditor of State has issued a finding for recovery (a "Finding"), if the Finding is unresolved at the time of the award. This also applies to renewals of contracts. By submitting a Proposal, the offeror warrants that it is not subject to an unresolved Finding under Section 9.24 at the time of its submission. The offeror also warrants that it will notify the Department of Administrative Services in writing immediately upon becoming subject to such an unresolved Finding after submitting its Proposal and before the award of a Contract under this RFP. Should the State select the offeror's Proposal for award of a Contract, this warranty of immediate written notice will apply during the term of the Contract, including any renewals or extensions. Further, the State may treat any unresolved Finding against the Contractor that prevents a renewal of the Contract as a breach, in accordance with the provisions of Attachment Four, General Terms and Conditions.

The State may reject any Proposal if the offeror takes exception to the terms and conditions of this RFP, includes unacceptable assumptions or conditions in its Proposal, fails to comply with the procedure for participating in the RFP process, or fails to meet any requirement of this RFP. The State also may reject any Proposal that 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 that 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 that it is in the State's interest and will not cause any material unfairness to other offerors.

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

Changes to Proposals. The State will allow modifications or withdrawals of Proposals only if the State receives them before the Proposal due date. No modifications or withdrawals will be permitted after the Proposal's 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 or negotiations (if any), 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. The State also will seek to keep the contents of all Proposals confidential until the Contract is awarded, but the State will prepare a registry of Proposals that contains the name of each offeror. The public may inspect that registry after the State opens the Proposals.

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

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

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

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

Clarifications and Corrections. During the evaluation process, in the State's sole discretion, it may request clarifications from any offeror under active consideration and may give any offeror the opportunity to correct defects in its Proposal, if the State believes doing so would not result in an unfair advantage for the offeror, and it is in the State's interest. The State may reject any clarification that is non-responsive or broader in scope than what the State requested. If the State does so, or if the offeror

fails to respond to the request for clarification, the State then may request a corrected clarification, consider the offeror's Proposal without the clarification, or disqualify the offeror's Proposal.

Corrections and clarifications must be completed off State premises.

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

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

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

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

In the case of any requirements for which the offeror is proposing a team of people, the offeror must submit a team that fully meets the requirements. However, the cumulative experience of team members may not be combined to meet an experience level. Further, previous experience of the candidate submitted for a Work Manager position may not be used to meet any other team member requirements. Each candidate proposed for the Work team must meet at least one of the requirements.

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

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

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

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

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

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

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

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

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

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

If the State conducts the interviews, demonstrations, or presentations as part of the technical evaluation, the State may use the information it gathers during this process in evaluating the technical merits of the Proposals. If the State holds the demonstrations, presentations, or interviews only for one or more of the top-ranking offerors after the evaluation phase, the State may decide to revise its existing Proposal evaluations based on the results of this process.

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

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

offeror's financial ability is inadequate, the State may reject the offeror's Proposal despite its other merits.

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

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

The State may consider the quality of an offeror's and its candidates' and subcontractors' references as part of the technical evaluation phase, as well as in the State's determination of the offeror's responsibility. The State also may consider the information it receives from the references in weighing any requirement contained in the technical evaluation phase, if that information is relevant to the requirement. In checking an offeror's or any of its proposed candidates' or subcontractors' references, the State will seek information that relates to the offeror's previous contract performance. This may include performance with other governmental entities, as well as any other information the State deems important for the successful operation and management of the 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 and independent research.

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 that an offeror submit audited financial statements for up to the past three years, if the State is concerned that an offeror may not have the financial ability to carry out the Contract. Also, the State may consider financial information other than the information that this RFP requires as part of the offeror's Proposal, such as credit reports from third-party reporting agencies.

Contract Negotiations. The final phase of the evaluation process may be contract negotiations. It is entirely within the discretion of the State whether to permit negotiations. An offeror must not submit a Proposal assuming that there will be an opportunity to negotiate any aspect of the Proposal, and any Proposal that is contingent on the State negotiating with the offeror may be rejected. The State may 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.

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

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

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

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

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

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

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

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

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

PART FIVE: AWARD OF THE CONTRACT

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

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

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

Contract. If this RFP results in a Contract award, the Contract will consist of:

1. The one page Contract (Attachment Five) in its final form; and
2. The 0A1169 Ohio Penal Industries Enterprise Resource Planning (OPI ERP) Services Contract dated _____, 2016 which includes Attachment Four, Attachments, Supplements and the Cost Proposal dated _____, 2016.

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

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

ATTACHMENT ONE: EVALUATION CRITERIA

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

Mandatory Requirements	Reject	Accept
Offeror Mandatory Requirement		
The Offeror must demonstrate experience as the prime contractor of the proposed Enterprise Resource Planning software system in at least one Federal, State or correctional industry entity where the solution has been successfully implemented and is currently being hosted by the prime contractor in a production environment at the time of this RFP's proposal due date.		
Proposed Solution Mandatory Requirement		
The Offeror's proposed solution to meet the requirements of Ohio Penal Industries' ERP project must be a prime contractor-hosted Enterprise Resource Planning system with access through a web portal interface.		

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

Scored Criteria	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
Offeror Requirements					
The Offeror must demonstrate project experience where the proposed solution was successfully implemented, in a hosted environment, and in a production environment at the time of the RFP's proposal due date for at least three (3) different clients.	12	0	5	7	9
The Offeror must provide evidence that they have been in business for at least 60 months providing Enterprise Resource Planning (ERP) products and services.	8	0	5	7	9

Scored Criteria	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
Proposed Solution Requirement					
The Offeror's proposed software solution has been successfully implemented for at least one (1) Federal, State or local correctional industry entity in the past 24 months.	5	0	5	7	9

Scored Criteria	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
Key Project Personnel Requirements					
Work Manager					
The proposed Work Manager must demonstrate a minimum of 36 months of experience as the work or project manager on a minimum of one (1) successful system implementation project of similar size and scope.	4	0	5	7	9
The proposed Work Manager must have experience serving as the work or project manager from initiation through implementation on at least one (1) project where the Offeror's proposed solution was implemented in a Federal, State or local correctional industry entity.	2	0	5	7	9
The proposed Work Manager must demonstrate experience as the work or project manager on a minimum of one (1) successful implementation where the proposed Enterprise Resource Planning solution was integrated with various client software application environments.	2	0	5	7	9
The proposed Work Manager must be PMI certified. Offeror must provide appropriate documentation of the proposed Work Manager's project management certification.	1	0	5		

Scored Criteria	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
Functional/Configuration Lead (e.g., Business Analyst)					
The proposed Functional/Configuration Lead must demonstrate business analysis, design, and configuration experience implementing the offeror's proposed solution on a minimum of one (1) successful implementation.	3	0	5	7	9
The proposed Functional/Configuration Lead for the OPI ERP project must have at least 36 months of relevant business analysis and systems integration experience in at least one (1) successful implementation of similar size and scope.	2	0	5	7	9
The proposed Functional/Configuration Lead for the OPI ERP project must have participated as the functional/configuration lead in a successful implementation of at least one (1) successful implementation Federal, State or local account of similar	2	0	5	7	9
Technical Lead					
The proposed Technical Lead for the OPI ERP project must demonstrate experience as the technical lead on a minimum of one (1) successful implementation Federal, State or local account of similar size and scope.	3	0	5	7	9
The proposed Technical Lead for the OPI ERP project must have at least 36 months of relevant systems integration experience in at least one (1) successful implementation of similar size and scope.	2	0	5	7	9
Training Lead					
The Offeror's proposed Training Lead must have participated as the training lead in a successful implementation of at least one (1) successful implementation Federal, State or local account of similar	2	0	5	7	9
The proposed Training Lead must demonstrate experience serving as the Training Lead on a minimum of one (1) project where the proposed software solution was implemented and for which the proposed Training Lead actually developed the training materials and provided the end-user training.	2	0	5	7	9
Work Requirements					
Proposed OPI ERP System	16	0	5	7	9
Staffing Plan and Time Commitment	12	0	5	7	9

Scored Criteria	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
Work Management Methodology	10	0	5	7	9
Work Plan	12	0	5	7	9
1.0 Program Requirements (Supplement One)					
1.1 Material Management	5	0	5	7	9
1.2 Production Management	5	0	5	7	9
1.3 Project Management	5	0	5	7	9
1.4 Customer Management	5	0	5	7	9
1.5 Vendor/Supplier Management	5	0	5	7	9
1.6 Financial Management	5	0	5	7	9
1.7 Training Documentation	3	0	5	7	9
1.8 Human Resource Management	2	0	5	7	9
2.0 Common Supportive Requirements (Supplement One)					
2.1 OPI ERP Portal (User Interface)	5	0	5	7	9
2.2 Reporting & Inquiry	5	0	5	7	9
2.3 Electronic Payments/Accounting	5	0	5	7	9
2.4 Workflow Management	5	0	5	7	9
2.5 Time Tracking/Cost Methodology	5	0	5	7	9
2.6 Self-Service Management	5	0	5	7	9
3.0 Technical Requirements (Supplement One)					
3.1 Architecture / Infrastructure	10	0	5	7	9
3.2 Privacy & Security	10	0	5	7	9
3.3 System Integration & Interface	10	0	5	7	9
3.4 System Performance	5	0	5	7	9

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

Criteria	***Percentage***
Technical Proposal	70%
Cost Summary	30%

To ensure the scoring ratio is maintained, the State will use the following formulas to adjust the points awarded to each offeror.

The offeror with the highest point total for the Technical Proposal will receive 700 points. The remaining offerors will receive a percentage of the maximum points available based upon the following formula:

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

There are a maximum of 300 Cost Proposal Points available. The Cost Proposal Points for each offeror will be determined based upon the following formula:

Cost Proposal Points = Total Cost for Evaluation Points + Rate Card Evaluation Total Points

The State will use the following formulas to determine the points awarded to each offeror for the Cost Proposal.

Total Cost for Evaluation Points =
(Lowest Total Cost for Evaluation/Offeror's Total Cost for Evaluation) x 250

Rate Card Evaluation Total Points =
(Lowest Rate Card Evaluation Total/Offeror's Rate Card Evaluation Total) x 50

The Total Points Score is calculated using the following formula:

Total Points Score = Technical Proposal Points + Cost Proposal Points

ATTACHMENT TWO: WORK REQUIREMENTS, INTERVAL DELIVERABLE AGREEMENT, AND SPECIAL PROVISIONS
PART ONE: WORK REQUIREMENTS

This attachment described the Work that the Contractor must do to fulfill the Contractor's commitments and responsibilities under the Contract. It also describes what the Contractor must deliver as part of the completed Work (the "Deliverables"). Additionally, it gives a detailed description of the Work's schedule.

Scope of Work: The State requests a proposal for a Contractor-hosted ERP system accessible via a web portal tool to meet the OPI ERP program, common supportive and technical requirements as documented in Attachment One, Supplement One – OPI ERP Requirements, and this RFP. Second, this RFP requests an implementation proposal for the Work as defined here.

The following phases, or Work activities for the State's OPI Enterprise Resource Planning (ERP) implementation:

1. Work initiation;
2. Requirements Affirmation and Documentation;
3. User Configuration Management;
4. Design and Development of Customized Functionality;
5. Historic Data Conversion Services;
6. Transmittal Data Import Services;
7. Training and User Manuals;
8. User Acceptance Test (UAT);
9. Implementation and Acceptance; and
10. Post-Implementation Support.

The State intends to procure services for the OPI ERP system through a single Contract with the selected, qualified Contractor. It will be the Contractor's obligation to ensure that its ERP solution meets the State of Ohio's identified requirements and Deliverables.

The primary goal of the State of Ohio is to implement an ERP solution that meets the State's specifications and requirements as identified in this RFP. The primary tasks the Contractor must perform during the Work will be to ensure the accuracy, usability, completeness, and timeliness of the proposed solution and all Work deliverables.

The State requests a proposal for a solution to meet the OPI ERP requirements as documented in Attachment One, Supplement One, and this RFP.

Hosting Services. The Contractor must offer this service in such a manner that the State of Ohio has no responsibility for the database, the enterprise resource planning software, or the technical infrastructure and associated processes and procedures. Access to the system and the underlying database must be accessible through the web and must be secure and role-based.

The Contractor must document that the ERP solution is accessible via the Internet through a web-enabled personal computer and mobile application functionality (hand-held devices) for onsite inspections, data entry, and sampling.

In addition, the Contractor must commit to complying with all State and Federal laws and regulations concerning data confidentiality and security. This includes, but is not limited to, the requirements in Supplement Two Security and Information Privacy Standards and Requirements.

The Offeror must complete Attachment Twelve Master Cloud Services Agreement and include with the proposal. The selected Contractor will be required to comply with all terms and conditions in the RFP documents, which includes Attachment Twelve.

Database and Data Services. The Contractor is responsible for coordinating Work efforts with DRC Project Manager to meet the requirements set forth to accomplish data integration from the OPI ERP system and database to the State of Ohio OAKS systems (e.g. accounts receivable items, accounts payable items, purchase orders, etc.).

The Contractor is responsible for planning and coordinating efforts with OPI, participating OPI shop locations, and other contractors as necessary to convert any external historical data into the Contractor-hosed solution for the purpose of populating the initial production database (see Historical Data Conversion Services section of the Scope of Work).

The OPI ERP system must collect, aggregate, store, and report OPI data. OPI has the responsibility to report transmittal data to the State in a frequency established by State rules. The OPI locations that use the OPI ERP system must collect transmittal data in the database that will ultimately be used to report required data to the State. For the OPI operations that do not to use the OPI ERP system, their data must still be electronically reported to the State via the OPI ERP system. Therefore the Contractor must incorporate into the proposed OPI ERP system a means for these OPI operations to import or manually enter their required data into the OPI ERP system (see Transmittal Data Import Services section of the Scope of Work).

The structure of the OPI ERP database must be relational and centralized across all OPI operations and functions. All data must be stored in one central database. By using a centralized database solution, data access will be provided across all of OPI allowing for a more integrated reporting and inquiry environment for any given OPI operation.

User Interface. The Contractor's ERP solution must provide a user-friendly, web-enabled interactive portal environment, which will support a wide variety of users at all levels of OPI activities as appropriate to meet the requirements set forth in the RFP and Supplements. The solution must support a complete user environment that supports several layers of users with the appropriate integrity:

State and DRC Roles and Responsibilities. The State will provide oversight for the Work, but the Contractor must provide overall Work management for the tasks under this Contract, including the day-to-day management of its staff. The Contractor must also 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.

DRC Project Manager. The DRC Project Manager will be the point of contact for Work related matters between the Contractor's Work Manager and DRC. This contact will provide project management oversight and monitoring of the OPI ERP implementation work, ensuring implementation is completed as designed and in accordance with the approved Work plan.

DRC IT Manager. The DRC IT Manager will provide IT resources and monitoring of the OPI ERP implementation work that involves DRC Bureau of Information and Technology Services (BITS) staff, ensuring implementation is completed as designed and in accordance with the approved Work Plan and DRC IT standards, policies, and procedures.

DRC Technical Lead. The DRC technical lead will provide guidance for any tasks that involves DRC BITS staff, including ensuring the solution and data design meets any applicable DRC and State IT requirements for data interfaces, conversions, or migrations.

DRC/OPI Business Team Lead. The Business Lead will provide guidance on business processes and operations to ensure the solution meets DRC and OPI business needs. This contact will act as the point person for the Agency to direct activities requiring staff involvement and to identify and schedule appropriate subject matter experts as required. The Business team lead will be the primary resource responsible for providing user acceptance and approval of the OPI ERP system for the Agency following testing, and prior to roll-out. As necessary, DRC will provide subject matter experts for DRC and OPI departments and programs.

DRC Subject Matter Experts (SMEs). Subject matter experts will participate in implementation related tasks (e.g., requirements affirmation sessions, design sessions, configuration, etc.). It is expected that multiple SMEs will be required and made available as necessary for specific business processes, requirements, and testing.

Contractor Responsibilities and Deliverables. The Contractor must meet all RFP requirements and complete all Work milestones and Deliverables, as provided in the Work Plan. The Contractor is asked to propose a project team they best believe will meet the needs for DRC, and minimize risk. It is expected, however, that the proposed team must include the following roles and corresponding responsibilities, and meet the minimum qualifications as described.

Project Team. The Contractor must provide the following Work personnel to comprise the Project Team:

Work Manager

Role: The Contractor Work Manager must provide project management oversight through acceptance of the DRC OPI ERP system.

Responsibilities:

- Creates and manages the Project Plan and schedule;
- Manages the Contractor Project Team members;
- Liaison between State and Contractor Resources;
- Initiates Quality Assurance Processes to monitor the Project;
- Manages issues and risks;
- Point of escalation for project issues; and

- Manages the deliverable acceptance process.

Functional/Configuration (e.g. Business Analyst) Lead

Role: The Functional / Configuration Lead must provide requirements affirmation, business process and subject matter expertise for the proposed OPI ERP system. Offerors may propose a single Functional/Configuration Lead for multiple business areas or modules.

Responsibilities:

Lead all requirements affirmation, design, configuration, workflow, security design, development, and testing. Provide input to training development, and participate as part of the immediate post-go-live support team.

Technical Lead

Role: The Technical Lead must provide technical subject matter expertise for the proposed OPI ERP implementation.

Responsibilities:

- Lead the technical team in designing the technical architecture to support the proposed OPI ERP system;
- Lead the technical team in tasks for inbound and outbound interfaces, customer development, enhancements, reports, and testing;
- Lead the installation and administrative configuration of the proposed OPI ERP system and infrastructure;
- End-to-end technical implementation of the proposed OPI ERP system;
- Center point of communication for all technical matters concerning the application and supporting infrastructure; and
- Communicate with DRC Project Manager and DRC IT Manager concerning any integration solution that involves DRC IT staff.

Training Lead

Role: The Training Lead's role must plan and lead the design, development, and implementation of the OPI ERP system training program for State and OPI Shop locations

Responsibilities:

- Must follow deliverable schedules for OPI ERP project;
- Must have thorough understanding of the functional and technical requirements of the OPI ERP system;
- Must have thorough understanding of the work flow process of the OPI ERP system at every tier;
- Perform training needs analysis to determine the best method of delivery;
- Evaluate participants at every level to determine appropriate training solution; and

- Lead the implement of the Training Plan as outlined in the DRC approved System Implementation Plan.

The Contractor must employ the members of the Project Team as regular, fulltime employees as of the Proposal submission date and throughout the term of the Contract, including all renewals of the Contract. Switching any Project Team members after the Contract award will not be allowed without prior written approval from the State.

Work Team. The Contractor shall also provide a Work Team to complete the Project. Work Team members who are Contractor's full-time, regular employees must perform at least 50% of the Work to complete the Project. The Contractor may use its personnel or subcontractor personnel to meet the remaining 50% of the effort. The State may screen or interview members of the Work Team prior to their assignment to the Work. All Work Team members must demonstrate skills appropriate to their assigned roles. The State may reject any Work Team member for business or legal reasons.

1. Work Initiation.

The Contractor must provide all Work standards, methodologies, tools, personnel, and other resources based on acceptable project management best practices described in the Proposal for approval by the State.

Kickoff Meeting and Detailed Work Plan**.** Upon Contract Award and within 10 business days after receipt of a purchase order from the State the Contractor must hold a Kickoff Meeting and provide an updated detailed Work Plan that specifies tasks, responsibilities and details to successfully implement the proposed OPI ERP system for the State. The Contractor must also provide a meeting agenda to the DRC Project Manager at least two (2) business days in advance of the Kickoff Meeting. The Work Manager and other key Contractor staff must be on DRC site for the Kickoff Meeting.

The Contractor must also present and confirm the high level scope of work and planned phases according to what is identified in the RFP. This must include the scope of Programs, functions and features the implementation of the OPI ERP system intends to achieve.

Included with the updated Work Plan the Contractor must provide the following:

- Finalized project Staffing Plan with staffing requirements and resources identified;
- Finalization of the proposed Communication Plan;
- Finalization of the proposed Change Control Process for the Project;
- Finalization of the proposed Document Control Methodology;
- Finalization of the proposed Risk Management Plan; and
- Finalization of the proposed Issue/Resolution Plan.

The Contractor must also update the Work Plan with more detail throughout subsequent Work phases and activities to address at a minimum the following subjects:

- Requirements Affirmation;
- User Configuration Management;
- System Design;
- Historical Data Conversion and Transmittal Data Import Services;
- Training;

- Testing (to include all test scripts and data required to test to the lowest level);
- System Implementation, including Backup/Disaster Recovery and Business Continuity; and
- Post Implementation Support.

Meeting Attendance and Reporting Requirements**.** The Contractor's project management approach for the Work must adhere to the following Work meeting and reporting requirements:

- Immediate Reporting – The Contractor Work Manager or a designee must immediately report any Work team staffing changes to the DRC Project Manager (See: Attachment Four: Part Two: Replacement Personnel).
- Attend Weekly Status Meetings **–** The Contractor Work Manager and other key Work team members must attend weekly status meetings with the DRC Project Manager and other members of the State's project team as deemed necessary to discuss Work status, activities and issues. These weekly meetings must follow an agreed upon agenda and allow the Contractor and the State to discuss any issues that concern them. The Work Manager must attend weekly status meeting on site once a month for the first six (6) months.
- Provide Weekly Status Reports **–** The Contractor Work Manager must provide written status reports to the DRC Project Manager at least two (2) full State business days before each weekly status meeting.
    - At a minimum, weekly status reports must contain the items identified below:
        - Updated project schedule, along with a copy of the updated corresponding Work Plan document (e.g., MS Project) on electronic media acceptable to the State;
        - Status of currently planned tasks, specifically identifying tasks not on schedule and a resolution plan to return to the planned schedule;
        - Issues encountered, proposed resolutions, and actual resolutions;
        - The results of any tests;
        - A Problem Tracking Report must be attached;
        - Anticipated tasks to be completed in the next week;
        - Task and Deliverable status, with percentage of completion and time ahead or behind schedule for tasks and milestones;
        - Proposed changes to the work breakdown structure and work schedule, if any;
        - Identification of Contractor staff assigned to specific activities;
        - Planned absence of Contractor staff and their expected return date; and
        - Modification of any known staffing changes.

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

- Prepare Quarterly Status Reports - During the Work, the Contractor must submit a written quarterly status report to the DRC Project Manager by the fifth business day following the end of each quarter. At a minimum, quarterly status reports must contain the following:
    - A description of the overall completion status of the Work in terms of the approved Work Plan (schedule and cost, if applicable);
    - Updated Work breakdown structure and Work schedule;
    - The plans for activities scheduled for the next quarter;
    - The status of all Deliverables, with percentage of completion;
    - Time ahead or behind schedule for applicable tasks;

- A risk analysis of actual and perceived problems;
- Testing status and test results; and
- Strategic changes to the Work Plan, if any.

Contractor Deliverables:

1. Work Initiation, Kickoff Meeting and on-going Project Status Meetings.
2. Work Management Methodology; including
   - Communication Plan;
   - Change Control Process;
   - Document Control Methodology;
   - Risk Management Plan; and
   - Issue / Resolution Plan.
3. Updated Detailed Work Plan.

Note: All documentation, manuals and other applicable Project papers must be provided in hard copy format as well as electronic format. Electronic Project papers and documentation must be provided as MS Office application files.

State Responsibilities:

1. Provide access to DRC/OPI and BITS staff as appropriate.
2. Provide necessary workspace and supplies as identified in the Contractor's Proposal and mutually agreed to by the State.
3. Review and approval of the delivered Work Management Methodology.
4. Review and approval of the updated detailed Work Plan.

2. Requirements Affirmation and Documentation.

The Contractor must identify functionality, processes, and tools that may be required in the OPI ERP system design that will enable the Contractor to successfully implement their hosted solution that meets the identified requirements of this RFP, including but not limited to the import and cleansing of appropriate source data and integration with OAKS systems. Any additional functionality processes, and tools identified and recommended and not included in the Contractor's accepted Proposal, must be reviewed and may be accepted by the State through the Change Control Process mutually agreed to by the Contractor and the State.

The requirements affirmation and documentation activities completed through the Contract must include mutually agreeable meeting times between the DRC/OPI SMEs and the Contractor's Work team to affirm and detail all requirements.

Included in the Requirements Affirmation and associated documentation, the Contractor must develop and provide a Technical Environment Document that identifies at a minimum the Contractor's:

- Overview of the proposed OPI ERP system technical environment and infrastructure for the Work, including software and hardware upgrade/enhancement methodology;
- Database structure, and data upload and download and access methodology for system integration with OAKS systems;
- Initial capacity / configuration considerations;
- Security and system access environment;
- Identification, documentation and mutual agreement to solution performance standards; and

- Identifies all additional hardware / software specifications that the State may need to consider and procure for the DRC/OPI end-user environment.

Contractor Deliverables:

1. Requirements Affirmation (including proposed solution to ODH DRC program, common supportive and technical requirements comparison) and associated documentation.
2. Technical Environment Document.

State Responsibilities:

1. Provide access to ODH/BEH and OMIS staff as appropriate.
2. Review and approve Requirements Affirmation Documentation including the Technical Environment Document.

3. User Configuration Management.

The OPI ERP system must be a multi-level system that involves management at the administrative and shop/farm levels. It is important that the system utilizes configuration mechanisms to accomplish variables that may change from the various shop/farm locations and administrative offices. The Contractor must provide a User Configuration Management Plan that includes the various facets of configuration. Including, but not limited to the following configurable management possibilities:

- User/Role management at the various levels (internal users and external users as documented in the User Interface section above);
- User preferences;
- Web portal content management;
- Legislative or Administrative changes that require business process changes;
- Workflow and business rule process frequencies (e.g., alerts, approvals, deadlines, staff routing).

Contractor Deliverables:

1. User Configuration Management Plan.

State Responsibilities:

1. Provide access to DRC/OPI and BITS staff as appropriate.
2. Review and approve User Configuration Management Plan.

4. Design and Development of Customized Functionality.

The Contractor must complete the following design and development activities and tasks:

- Complete required customization and modifications to meet the agreed upon OPI ERP system requirements as documented and approved during Requirements Affirmation, including;
    - Data construction, including data structure, data acquisition, importing, cleansing, updating, and validation;
    - Application user and system software functionality and processes;
    - Reporting and analysis functionality and processes;
    - Hardware and software environment considerations for OPI ERP user community;
    - System security and access;
    - Develop system test and user acceptance test scripts;

    - User training materials and documentation;
    - System administrative, operations, training and support of the customized functionality, including identification of Contractor provided post-implementation support, backup/disaster recovery and business continuity plans; and
    - Appropriate design/development documentation.
- Provide all necessary hardware and software to support the development, test, training and production environments for the Contractor provided solution hosted environment;
- Perform all necessary software upgrades to the hosted environment as appropriate; and
- Conduct appropriate system, stress, integration testing of the software solution and hosted-environment with a mutually agreed to volume of data, number of users and user application activities.

Contractor Deliverables:

1. Completion, update and delivery of all Design and Development Documentation.
2. Completion of identified customization and modification to the solution features to provide or exceed the OPI ERP system requirements identified in the RFP, Supplement and the agreed to Requirements Affirmation phase.
3. System Test documentation that identifies and establishes that appropriate data and customized functionality has been successfully completed and that the customized solution data and functionality is working as designed to meet the requirements identified.
4. Development and delivery of Training Materials and User Manuals for both State end-users and administrative staff for the customized functionality.
    - The Contractor must provide all operational documents including user manuals for all end-users and administrative users that provides at minimum the log on and log off procedures, procedures for queries, building of ad hoc queries and reports, special conditions, system use, basic access, navigation instructions, etc.
5. Certification that the customized functionality as designed and developed is in compliance with State and federal guidelines.
6. Certification letter stating that all customized solution system, stress and integration testing has been completed successfully with acceptance by the State.

State Responsibilities:

1. Provide access to DRC/OPI and BITS staff as appropriate.
2. Review all appropriate Design, Development, and System Documentation and approval.
3. Review all system, stress and integration test results.

5. Historical Data Conversion Services.

The Contractor must develop a Historical Data Conversion Plan that includes the recommended conversion strategy for OPI historical data. The Historical Data Conversion Plan must address a Historical Conversion Import Tool and a Historical Conversion Manual data entry form that will be used to convert OPI historical data into the Contractor-hosted OPI ERP system. Throughout the OPI ERP system implementation, the Contractor must update and maintain, as needed, the approved Historical Data Conversion Plan until all required data is converted. In addition to addressing the conversion strategy the Conversion Plan must include the following elements, at a minimum:

- Data mapping specifications;
- Testing;
- Timing considerations;

- Data cleansing;
- Data loading;
- Error identification and correction and;
- Data validation;
- Data reconciliation and
- Data auditing (logging the entries).

Historical Conversion Import Tool. The Contractor must develop and implement the Historical Conversion Import Tool that will import OPI data that is formatted according to the Conversion Plan. The Conversion Plan must also describe how to successfully use the tool.

Historical Conversion Manual Data Entry Form. The Contractor must also create a manual data entry form for OPI operations who choose to data enter their historical data into the Contractor-hosted system. The Conversion Plan must also describe how to successfully use this manual conversion data entry form.

The functionality of both the Historical Conversion Import Tool and the historical conversion Manual Data Entry Form must take into consideration at a minimum, the listed elements above.

The OPI shop locations will use the Historical Data Conversion Plan to identify how their internal data will be converted and the resources required to perform the conversion activities. OPI will also use the Historical Data Conversion Plan to identify how State data will be converted and the resources required to perform their conversion activities.

Coordinate Conversion Activities. OPI may complete its actual conversion activities by using its in-house staff or third-party contract staff.

Regardless of the staff OPI chooses to use to conduct their conversion activities, the Contractor must coordinate the conversion efforts and identify the specific tasks and timelines in the project schedule.

Support Conversion Activities. The Contractor is also responsible for addressing any issues that arise in using the Historical Conversion Import Tool or manual conversion data entry form. The Historical Data Conversion Plan must also document the Contractor escalation tier in addressing the issues that arise in using the Historical Conversion Import Tool or the Historical conversion manual data entry form.

Contractor Deliverables;

1. Historical Data Conversion Plan.
2. Historical Conversion Import Tool.
3. Historical Conversion Manual Data Entry Form.

State Responsibilities:

1. Provide access to DRC/OPI and BITS staff as appropriate.
2. Review and approve the Historical Data Conversion Plan.

6. Transmittal Data Import Services.

The Contractor must develop a Transmittal Data Import Plan that includes the recommended import strategy for OPI transmittal data. The Contractor must incorporate in the OPI ERP system a Transmittal

Import Tool and a web-based Transmittal Manual Data Entry Form. In addition to addressing the transmittal import strategy the Transmittal Data Import Plan must include the following elements, at a minimum:

- Data mapping specifications;
- Testing;
- Data cleansing;
- Data loading;
- Error identification and correction and;
- Data validation;
- Data reconciliation and
- Data auditing (logging the entries).

Transmittal Import Tool. The Contractor must develop the Transmittal Import Tool that will import the data that is formatted according to the Transmittal Data Import Plan. The Transmittal Data Import Plan must also describe how to successfully use this tool.

Transmittal Manual Data Entry Form. The Contractor must also create a manual data entry form for the OPI operations that choose to data enter their transmittal data into the Contractor- hosted solution. The Transmittal Data Import Plan must also describe how to successfully use this manual data entry form.

The functionality of both the Transmittal Data Import Tool and the Transmittal Manual Data Entry Form must take into consideration at a minimum, the listed elements above.

Coordinate Transmittal Import Activities. OPI operations may complete their actual data transmittal activities by using their in-house staff or third party contract staff.

Contractor Deliverables;

1. Transmittal Data Import Plan.
2. Transmittal Import Tool.
3. Transmittal Manual Data Entry Form.

State Responsibilities:

1. Provide access to DRC staff as appropriate.
2. Review and approve the Transmittal Data Conversion Plan.

7. Training and User Manuals.

The Contractor must assist DRC with the setup of the training environment via the internet that replicates the production environment. Must conduct at least 1 training session for every type of audience in-house and provide online demos (webinars).

Course Design and Scheduling. The Contractor must develop the Training Plan based on the functional and technical components of the system. Training must be provided for multiple types of courses and audiences (e.g., DRC training, OPI operations, other State Agency users). The Training Plan must include curriculum designed for Contractor instructor led courses and DRC/OPI Train the Trainer courses and webinars.

The Training Plan must include:

- Learning objectives
- A matrix of DRC staff and which components of the training each group will need;
- A description of all training method to be used (e.g. hands on, webinar, lecture…);
- A description of all training materials that will be required/developed/used;
- Recommended follow-up activities that ensure training transfers to the workplace. Trainees must have a formalized help-desk for questions at least 30 days after implementation;
- A description of the activities and practice exercises;
- A description of any electronic (web based, CBT etc.) assessment tools or other computer based training options. In the event DRC decides to develop any of the content into e-learning, the Contractor must provide assistance with any training development, implementation, feedback and review of the materials;
- A training manual for training groups which could be copied and distributed; and
- A description of the levels of online help will be incorporated into the system.

The Contractor must provide training in the categories listed below.

1. **Webinar/demo** - The Contractor must provide webinar demonstrating the major functions within the OPI ERP system appropriate for all levels of users. This webinar will be utilized for training and made a part of the final OPI ERP system so the new users will have an online training tool to assist in learning the system's functionality.
2. **UAT Staff -** The Contractor must train appropriate DRC/OPI staff in the functions, work flow, features, configuration, and operations of the OPI ERP for successful execution of UAT.
3. **Train the Trainer End User Training** - The training must be geared toward the understanding of the overall operation of the functions and administration of the OPI ERP.
    a. The Contractor must provide this training for a maximum of 20 DRC/OPI user/management and administrative Train-the-Trainer staff.
    b. The ODH Train-the-Trainer staff will train other DRC/OPI staff.
        i. The instructor(s) must train, coach and mentor DRC/OPI trainers as they learn the curriculum.
        ii. This training must cover using tools related to user configuration, management and administration of business rules.
        iii. This training must cover tools related to profiles, management reports, reassignment, workflow/work list, dashboards and thresholds.
        iv. This training must cover the overall end-user experience and workflow for program staff using the OPI ERP system package for day to day operations for the State's OPI ERP program and common supportive requirements.
        v. This training must cover the overall user experience for the external facing ERP Portal used by OPI internal and external users for viewing and self-service tasks.

<u>Training Facilities.</u> DRC/OPI will provide classrooms at a designated State training site. Classrooms include internet connections and materials (personal computers, desks, chairs, etc.) necessary for 12 to 15 students per class. The training presentation style must be hands-on, instructor led. DRC/OPI may record any training sessions and use any training materials for future training, user documentation, or promotional use.

Training Materials. The Contractor must develop necessary training materials for all courses. All training materials must be reviewed and approved by DRC/OPI prior to the start of training. The Contractor must provide the rights to reproduce training materials as needed.

Training Delivery. Prior to deployment, the Contractor must submit a letter certifying the completion of functional and technical (if necessary) training.

Creation of User Manuals**.** The Contractor must create or update, maintain throughout the project lifecycle and provide at Project Close Out the following documentation:

- **User Documentation.** User Documentation for the OPI ERP system must include, but is not limited to: log-on and log-off procedures, basic access, user account, user role and help procedures and navigation instructions. The Contractor must prepare user documentation for each functional component of the OPI ERP system.
- **System Administration Documentation.** The System Administration Documentation must describe the operation and administration of all administrative functions included in the OPI ERP system. This documentation must describe the security roles necessary for the operation and administration of each function. The manual must be organized by the audience (OPI Shops/Farms, State, etc.) and administrative function.

Contractor Training and User Manual Deliverables:

1. Training Plan.
2. Training Curriculum.
3. Training Materials.
4. Letter Certifying Completion of Training Delivery.
5. User and System Administration Documentation.

State Responsibilities:

1. Provide access to DRC/OPI and BITS staff as appropriate.
2. Identify DRC/OPI Train-the-Trainer staff who will be participating in the delivery of OPI ERP end-user training.
3. Ensure that identified DRC/OPI staff complete user training.

8. User Acceptance Test (UAT).

The Contractor must develop, a UAT plan that covers, at a minimum:

- Documentation of UAT cases, scripts, procedures, timelines and processes;
- Training of designated UAT staff before the actual testing;
- Scope of the tests and expected outcomes for both software functionality and manual procedures; and
- Methods for reporting, reviewing, and correcting discrepancies identified during UAT.

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

- Provide data to execute the user acceptance test;

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

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

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

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

User Acceptance Test Deliverables

1. UAT Test Plan.
2. Conduct user acceptance testing, documenting results of testing, and providing support for identification of resolutions to issues arising from testing, including fixes and modification and documentation.
3. Certification letter stating that all user solution and functionality acceptance testing has been conducted and successfully completed, and the OPI ERP system is ready for production.
4. UAT Final Report.
5. Certification letter stating that all user solution and functionality acceptance testing has been conducted and successfully completed, and the OPI ERP system is ready for production.

State Responsibilities:

1. Provide access to DRC/OPI and BITS staff as appropriate.
2. Identify DRC/OPI staff who will be participating in the training and assist with acceptance testing.
3. Assist in user acceptance testing, including identification of issues and potential resolutions to resolve the issues.
4. Ensure that identified State staff complete user training and assist with user acceptance testing.
5. Review all user acceptance testing documentation providing revisions and /or acceptance as appropriate.

9. Implementation and Acceptance.

During the implementation and acceptance of the Contractor-hosted OPI ERP system, the Contractor must provide assistance and support to implement and test the proposed “end-user” OPI ERP system including all required tools in the State’s user environment. The implementation must include the web-enabled ERP portal, tools and functionality that will enable the State and its identified business partners

and other users as appropriate the ability to activate and perform all required solution functionality and processes to effectively complete business tasks and activities.

The Contractor must provide all proposed OPI ERP system hardware, software, installation, configuration and testing of all components of the proposed OPI ERP system. System and user acceptance testing must be a joint effort between the Contractor and DRC and its designees.

Before user acceptance testing is initiated, the Contractor's Work team must deliver end-user functionality and administrative training as necessary and as developed for the Work for State staff participating in user acceptance testing.

During implementation and testing activities the Contractor must provide support and resolve all hardware and software system performance issues and deficiencies. The Contractor's Work team must perform all necessary fixes and modifications to the software or solution tools to ensure system performance reaches acceptable levels in the OPI ERP system's production environment.

Successful completion of the implementation and acceptance testing of the OPI ERP system and hosting environment must be documented by the Contractor and submitted for review and final acceptance by the DRC Project Manager.

Implementation and configuration of the OPI ERP system including all required and identified functionality in the production environment with appropriate access to functionality, processes and data.

Contractor Deliverables:

1. Implementation Plan.
2. Business Continuity Plan.
3. Backup/Disaster Recovery Plan.
4. Certification letter indicating that the OPI ERP system and data structure environment has been implemented.
5. The Contractor must organize and turn over to DRC, in an electronic form, all files, documents and other Work artifacts produced for use by DRC internal staff or DRC partners within 90 days after acceptance of the final Post-Implementation Support.

State Responsibilities:

1. Provide access to DRC/OPI and BITS staff as appropriate.
   Review and approve Implementation Plan, Business Continuity Plan and Backup/Disaster

10. Post-Implementation Support.

The Contractor must provide post implementation "on-going production" support for the OPI ERP system through the term of the Contract, including annual renewals. The Contractor must develop and submit for approval a Post-Implementation Support Plan which identifies both the Contractor and the State production environment activities and responsibilities, at a minimum this document must identify:

- The Contractor's methodology and processes for upgrading and enhancing the OPI ERP system's hardware infrastructure and base software components (e.g., application software, tools, database, etc.);

- The Contractor's on-going production responsibilities, including at minimum proposed solution administration/operations, technical support and hardware/software maintenance support;
- Other Contractor solution consulting and support services that are available to the State; and
- State responsibilities as they may pertain to the on-going production hardware and software implemented for the Contractor-hosted OPI ERP web-enabled user environment.

Contractor Responsibilities and Deliverables:

1. Post-Implementation Support Plan.
2. Provide production technical support via a toll free number for appropriate State (e.g. DRC, OPI) staff to call regarding user or solution questions. Production technical support must be provided from 5:00 a.m. to 11:59 p.m. Columbus, Ohio local time during State business days.
    a. Incoming calls must be responded to within two hours and substantive responses to user questions must be provided within eight hours (e.g., assistance resolving minor support/administrative issues, retrieving desired data, formatting and saving queries and reports, interpreting query results, alternative ways to group, present, or otherwise enhance the understanding of reports, etc.),
    b. Calls of a critical nature (e.g., system down, critical functionality not working correctly, etc.) must be responded to within one hour and substantive responses or resolution provided within four hours, and
    c. The Contractor must provide a complete response or resolution to all calls within 48 hours of the call being logged or a time mutually agreed to by the Contractor and the State.
3. Provide production environment maintenance and support of the Contractor-hosted OPI ERP system and State web-enabled user software and tools, including:
    a. Updates, patches and repairs;
    b. Correction of application defects; and
    c. On-site technical support as required.
4. Provided routine system metrics as follows, including documenting problems encountered during implementation of the OPI ERP system and during on-going production support period:
    a. Problem description;
    b. Type of problem;
    c. Number of problems;
    d. Anticipated fix date;
    e. Resolution; and
    f. Frequency of problem occurrence and problem cause(s).
5. Identification of timeframes for correcting application and database defects.

State Responsibilities:

1. Review Post Implementation Support Plan providing feedback, revisions and approval as appropriate.
2. Review Contractor provided Work artifacts and documentation providing feedback, revisions and approval as appropriate.
3. Provide appropriate feedback on solution response time, user functionality and system operations.
4. Review, provide revisions and/or approve Contractor Deliverables and applicable system changes.

5. Maintain all solution software and tool licensing and maintenance support for the State's user and business consultant environments. Note: The Contractor is responsible for all solution hardware, system software, application software and tools and database software licensing and maintenance support.
6. Provide Final Project acceptance.

Service Level Agreement (SLAs). The Contractor must meet the following performance specifications for the Service Level Agreements (SLAs) to be established between the Contractor and DRC. The section contains the expectations related to service level commitments and the implications of meeting versus failing to meet the service level requirements and objectives, as applicable. Additionally, this section defines DRC's detailed performance, management, and reporting requirements for the Project and to all subsequent ongoing Project services that are contracted under future IDAs between the State and the Contractor related to the Contractor-hosted OPI ERP system.

Both the State and the Contractor recognize and agree that new categories of Service Levels and performance standards may be added or adjusted during the term of the Contract as business objectives, organizational objectives and technological changes permit or require.

The Contractor will not be liable for any failed Service Level caused by circumstances beyond its control, and that could not be avoided or mitigated through the exercise of prudence and ordinary care, provided that the Contractor immediately notifies the State in writing and takes all steps necessary to minimize the effect of such circumstances and resumes its performance of the Services in accordance with the SLAs as soon as possible.

a. Monthly Service Level Reporting. On a State accounting monthly basis, the Contractor must provide a written report (the "OPI ERP Monthly Service Level Report") to the State which includes the following information:
   - the Contractor's quantitative performance for each Service Level;
   - the amount of any monthly performance credit for each Service Level;
   - the year-to-date total performance credit balance for each Service Level and all the Service Levels;
   - a "Root-Cause Analysis" and corrective action plan with respect to any Service Levels during the preceding month; and
   - a trend or statistical analysis with respect to each Service Level as requested by the State.

   The OPI ERP Monthly Service Level Report will be due no later than the tenth (10th) accounting day of the following month.

b. Service Level Review.
   i. Initial Review: Approximately three months before the OPI ERP system is transitioned to production, DRC and the Contractor will meet to review the Service Levels as defined in the RFP and discuss possible modifications to the Service Levels. Any changes to the Service Levels will be only as mutually agreed upon in writing.
   ii. Ongoing Review: On an ongoing basis, DRC and the Contractor will meet to review the Service Levels and the Contractor's performance on a mutually agreed to frequency.

Service Level Commitments. The Contractor must meet the Service Level commitment for each Service Level set forth in the charts below:

Service Level	State Requirements		
	Support Hours	Required	
		Response	Resolution
System Availability. The OPI ERP system must provide for the continuation of business with no interruptions and loss of services, other than for scheduled application software and database updates, upgrades and software maintenance.	5:00am – 11:59pm (Columbus, Ohio local time, 7 days a week)		
Disaster Recovery & Business Continuity. Contractor must provide standard disaster recovery business continuity procedures and processes.			Services must be restored within 72 hours.
User Support. Contractor must provide ongoing service to all users on accessing the system and using the system functions within 24 hours of request.			
Issue Resolution. Mean Time to Repair/Resolve (Critical Items)		Contractor response every 4 hours until resolution	<= 24 hours
Issue Resolution. Mean Time to Repair/Resolve (Urgent Items)		Contractor response every 8 hours until resolution	<= 72 hours
Record Search Time. The response time must be within four (4) seconds for 95 percent of record searches.		Contractor response every 8 hours until resolution	<= 72 hours
Record Retrieval Time. The response time must be within four (4) seconds for 95 percent of records retrieved.		Contractor response every 8 hours until resolution	<= 72 hours
Screen Edit Time. The response time must be within two (2) seconds for 95 percent of the time.		Contractor response every 8 hours until resolution	<= 72 hours

Service Level	Support Hours	State Requirements Required	
		Response	Resolution
New Screen/Page Time. The response time must be within two (2) seconds for 95 percent of the time.		Contractor response every 8 hours until resolution	<= 72 hours
Print Initiation Time. The response time must be within two (2) seconds for 95 percent of the time.		Contractor response every 8 hours until resolution	<= 72 hours
DRC Portal Response Time. The response time must be within four (4) seconds for 99 percent of the time.		Contractor response every 8 hours until resolution	<= 72 hours

Issue Resolution Definitions.

a. Mean Time to Repair/Resolve (Critical Items): Mean time to repair (critical items) will be measured from time an Issue is reported to the Contractor's Help Desk and is entered into the OPI ERP Issue Tracking System to the point in time when the Issue is resolved or a workaround is in place and the Contractor submits the repair to the State for confirmation of resolution.

b. Mean Time to Repair/Resolve (Urgent Items): Mean time to repair (urgent items) will be measured from time an Issue is reported to the Contractor's Help Desk and is entered into the OPI ERP Issue Tracking System to the point in time when the Issue is resolved or a workaround is in place and the Contractor submits the repair to the State for confirmation of resolution.

c. Record Search Time: The time elapsed after the search command is entered until the list of matching records appears on the monitor.

d. Record Retrieval Time: The time elapsed after the retrieve command is entered until the record data appears on the monitor.

e. Screen Edit Time: The time elapsed after the last field is filled on the screen with an enter command until all field entries are edited with the errors highlighted.

f. New Screen/Page Time: The time elapsed from the time a new screen is requested until the data from the screen appears on the monitor.

g. Print Initiation Time: The elapsed time from the command to print a screen or report until it appears in the appropriate queue.

h. OPI ERP Portal Response Time: The elapsed time from the command to view a response until the response begins to appear on the screen.

If any of the service level performance standards indicated above are not maintained for the Contractor-hosted OPI ERP system for any monthly period, the State may be entitled to a 10% credit. The credit will be calculated by dividing the Contractor's Annual Hosting Services rate as documented in the Contractor's Cost Summary, Table C. divided by 12 months times the 10% credit. All credits accumulated will be provided by the Contractor as "services credits" which will be applied towards

future OPI ERP Project work and services. Any accumulated services credits remaining at the termination or expiration of the Contract will be paid in full to the State.

System Performance Testing. Attachment Four: Part Five describes the procedure and criteria for testing.

Attachment Four: Acceptance and Maintenance – Standards of Performance and Acceptance, Supplement Two – Functional and Technical Requirements and Attachment Two, Interval Deliverable Agreement describe the procedure and criteria for testing.

Transfer of System. On notice from the State, the Contractor will cooperate fully with the State and any of its contractors and provide all assistance and information reasonably necessary to smoothly and efficiently transfer the State's (e.g., DRC, OPI) data to appropriate DRC and OPI internal systems or to an external third party system, including transferring all data input into the system by the State or others, and all data generated by the system based on such input, and any file structure, schema, or similar information reasonably necessary to transfer the State's data to another system and make use of that data in a seamless process. This also may include providing an interface or working with others to develop and implement an interface for such a transfer, as well as running the system in parallel with the other system during the transition period. In addition, the Contractor must assist the State in the development of a Transfer of System – Transition & Staffing Plan.

Work Hours and Conditions. The Contractor must work with the State's OPI ERP project staff and other contractors who may be involved with the DRC/OPI Enterprise Resource Planning work. Normal working hours are 8:00 a.m. to 5:00 p.m., Columbus, Ohio local time, with a one-hour lunch period. The Contractor must ensure that appropriate Contractor resources are available to interact with State Project staff and perform the Work identified in this RFP.

PART TWO: INTERVAL DELIVERABLE AGREEMENT

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

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

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

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

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

If the Work fails to meet the standard of performance and exit criteria during the performance period, the Contractor will be in default and will not have a cure period. In addition to all other remedies the

State may have under this Contract, the State will have the right to request correction or replacement of the relevant portion of the IDA.

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

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

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

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

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

In addition, the following information may also be required:

- Staffing Issues
- Required work related travel and training.

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

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

PART THREE: SPECIAL PROVISIONS

Software Licenses. The Contractor must provide or arrange for appropriate software licenses to meet the internal and external user access to the Contractor's proposed hosted OPI ERP system necessary to meet the requirements of this RFP. The State requires a license that provides adequate usage rights to meet the State's current need, as identified in this RFP and as disclosed in the offeror's Cost Summary. The OPI ERP software licensing model provided by the Contract will allow all users as identified in this RFP to have access as appropriate (e.g., user permissions) to applicable information and data in the Contractor-hosted OPI ERP system. The OPI ERP software licensing also gives the State the right to provide the authorized individuals access to the OPI ERP system remotely through a browser or client software and an Internet or similar connection for all uses and purposes identified above.

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

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

The Contractor must provide all Deliverables to the Work Representative (e.g., DRC Project Manager), who will review (or delegate review of) the materials or documents within a reasonable time after receipt, as specified in the Work Plan.

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

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

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

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

The Contractor's Fee Structure. The Contract award must be for a not-to-exceed fixed price, payable in accordance with the schedule below:

Phase Payments for Milestone/Deliverables	Payment
A. OPI ERP – IMPLEMENTATION SERVICES	
1. Work Initiation	Upon acceptance of all applicable Deliverables for the phase.
2. Requirements Affirmation and Documentation	"
3. User Configuration Management	"
4. Design and Development of Customized Functionality	"
5. Historical Data Conversion Services	"
6. Transmittal Data Import Services	"
7. Training and User Manuals	"
8. User Acceptance Test (UAT)	"
9. Implementation and Acceptance	"
10. Post-Implementation Support	"
B. OPI ERP – DATABASE ACCESS AND TOOLS	
Contractor-hosted database access and tools	Upon established database access and receipt of an appropriate invoice.
C. OPI ERP – SOFTWARE LICENSES & TOOLS	
Hosting Services	Annual

Notes regarding the Payment Milestone/Deliverable table provided above:

a. Cost associated to item #1 activities, Detailed Work Plan & Methodology should be no more than 5% of the Offeror's Total OPI ERP – Implementation Services Cost (Table A) as provided in the Cost Summary.
b. Costs for items #2-10, should be at least 1%, but not more than 20% of the Offeror's Total OPI ERP – Implementation Services Cost (Table A) as provided in the Cost Summary.

Upon receipt of a signed Deliverable Submittal Form (in the form of Attachment Six – Sample Deliverable Submittal and Acceptance) indicating the State agrees that the Deliverable / Milestone identified in the work breakdown structure is compliant or that the Contractor has met an applicable milestone and payment should be made, the Contractor may submit a proper invoice for that Deliverable or Milestone, according to the payment schedule identified above.

The State will withhold 10% of each OPI ERP Implementation Deliverable / Milestone payment proposed by the Contractor as retainage, which the State will pay only on completion and acceptance of the Work. The State will pay any such retainage over the 12-month warranty period in equal monthly payments.

Reimbursable Expenses. None.

Bill to Address. The State will provide the bill to address(s) after contract award. The bill to address may vary depending upon the work or services delivered.

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

ATTACHMENT THREE: REQUIREMENTS FOR PROPOSALS

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

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

Each Proposal must contain the following:

Supplier Information Form (OBM-5657)
Subcontractor Letters
Offeror Certification
Offeror Description
Offeror Profile Summary Forms
Personnel Profile Summary Forms
Proposed OPI ERP System
    OPI ERP Requirements Response – Supplement One
Staffing Plan and Time Commitment
Work Management Methodology
Work Plan
Assumptions
Acceptance of or Proposed Changes to Attachment Twelve
Support Requirements
Conflict of Interest Statement
Proof of Insurance
Payment Address
Legal Notice Address
W-9 Form
Standard Affirmation and Disclosure Form (EO2011-12K)
Affirmative Action

Cost Summary (must be in a separately sealed package)

Supplier Information Form. The offeror must submit a signed and completed Supplier Information Form (OBM-5657) for itself and for each subcontractor the offeror plans to use under the Contract. The form is available at http://ohiosharedservices.ohio.gov/SupplierOperations/Forms.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 Certification. The offeror must complete Attachment Seven, Offeror Certification Form.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a) Candidate References. If the offeror provides less than three work experiences, the offeror must explain why. The State may reject the Proposal if less than three work experiences projects are given for a candidate.

b) Education and Training. The offeror must use this section to list the education and training of the proposed candidate and demonstrate, in detail, the proposed candidate's ability to properly perform under the Contract. The offeror must show how the candidate's education and training relates to the requirements of the RFP.

c) Required Experience and Qualifications. The offeror must complete this section to show how its candidate meets the experience requirements. (Refer to Attachment Nine.) For each reference, the following information must be provided:

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

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

Proposed OPI ERP System. The offeror must describe in detail how its proposed hosted OPI ERP system meets the program, common supportive technical requirements described in this RFP. The offeror may not simply state that the proposed solution will meet or exceed the specified requirements. Instead, the offeror must provide a written narrative that shows that the offeror understands the functionality and the technical requirements of this RFP and how the offeror's proposed solution meets those requirements.

Additionally, the offeror must describe how its proposed solution will provide the following:

<u>Hosting Services</u>. The State requires a solution where the State has no responsibility for the operations and administration of the database, the ERP software, or the technical infrastructure and

associated processes and procedures. The proposed solution's functionality and data must be accessible through the web and must be secure.

The hosting services description must document that the ERP software solution services the offeror will provide is accessible to web-enabled personal computer by accessing the offeror's computer system(s) and infrastructure via the Internet.

Database and Data Services. The offeror must provide a description of its proposed methodology, procedures and processes for:

- Database construction and structure;
- Data conversion (e.g., State's historical data); and
- Data import (e.g., State's transmittal data).

User Interface and Public Access. The offeror must provide an overview of the user interface that will be utilized by the State to access the proposed OPI ERP system. This overview must describe the solution functionality available to the State's user community (e.g., internal users and external users), including standard and ad hoc reporting and query features and capabilities.

The user interface must be provided via a user-friendly web-enabled interactive environment and provide support for a wide variety of users at all levels of program activities.

Business Continuity. The offeror must provide a description of its "Business Continuity Plan" for the OPI ERP system for the State's business environment. The Business Continuity Plan at a minimum must provide, a hosted solution that:

- Is recoverable from and remains in operation during an unexpected crisis, including backup and disaster recovery process and procedures;
- Provides continuation of business from 5:00 a.m. to 11:59 p.m., Columbus, Ohio local time, seven (7) days a week with no interruptions and loss of services, other than for scheduled application software and database updates and upgrades; and
- Provides a business continuity plan and methodology that is easily adaptable to vulnerabilities, ever-changing threats and integrates privacy and security into the business continuity process.

Workflow Management Capabilities. The offeror must provide a description of its Workflow Management capabilities and functionality that are provided for in the proposed hosted OPI ERP system.

It is preferred that the offeror's hosted solution provides a process automation and Workflow Management component that will simplify the automation of ERP specific processes (e.g., inventory management, manufacturing scheduling, financial management, etc.) which spans the OPI ERP system. The Workflow Management component should provide the functionality that will simplify maintenance of ERP Program process changes in the future.

The offeror description must discuss the proposed Workflow Management solution's capabilities and functionality for the following:

- Support for:
    - Definition and modeling of workflow processes;
    - Run-time control functions concerned with managing the workflow process in the OPI ERP operational environment and sequencing the various activities to be handled as part of each process; and
    - Run-time interactions with users and Information Technology (IT) application tools for processing the various activity steps.
- Capable as implemented of:
    - Coordinating the interactions between the workflow engine and participating DRC/OPI staff to manage the work required to execute a workflow process, including:
        - Work queues for each participating staff member;
        - Alerts to the presence of work;
        - Other triggers, timers, and alerts to support workflow; and
        - Status indicators to mark work in progress or completed.
- Supervisory/Administrative support operations:
    - Assignments/re-assignments and priorities;
    - Status querying and monitoring of individual documents and other work steps;
    - Work allocation and load balancing;
    - Approval for work assignments and work deliverables via a tiered approach;
    - Ability to take necessary action or provide notification when corrective action is needed, including the ability to modify and abort a workflow process;
    - Ability to select and generate an email or letter to notify the customer of missing documents;
    - Ability to monitor key information regarding a process in execution, including:
        - Estimated time to completion;
        - Staff assigned to various process activities; and
        - Any error conditions.
    - Ability to monitor workflow indicators and statistics by sub-process, organization, or individual staff members, including:
        - Work in queue by priority;
        - Throughput;
        - Individual and organizational productivity; and
        - Current activity by individual staff member or work center

Note: The State has identified specific Workflow Management common supportive requirements in Supplement Two – OPI ERP Requirements, Section 2.4 Workflow Management, which must be responded to in the Offeror's response to Supplement Two.

<u>Software Licensing Methodology and Model</u>. The offeror must provide a description of the Software Licensing Methodology and Model for all Commercial Software as proposed to meet the internal and external user requirements for the offeror's proposed hosted OPI ERP system. The description of the software licensing methodology and model must include the following:

- A list of all of the offeror's proposed software products and tools, to meet the requirements identified in the RFP; including the software usage rights;
- The planned usage for internal and external users; and

- Identify whether the usage will require development, testing, backup, and disaster recovery copies.

Additionally, the offeror must also include information on the proposed OI ERP system regarding the following:

- Describe the offeror's policies and procedures regarding confidentiality compliance;
- Describe the offeror's capabilities to integrate mobile applications within the proposed solution;
- Describe the offeror's capabilities to provide for the State's ability to create customized reports/queries, please include a list of offeror recommended software products and tools (e.g., Crystal Reports, etc.) that are being utilized currently by your clients;
- Describe the offeror's production support offering and capabilities;
- Describe the offeror's notification procedures to escalate notification of security issues, including breaches and attempted breaches, to the DRC chief security official and other DRC staff as appropriate;
- Describe the offeror's process for upgrading and enhancing the architecture and infrastructure environment (e.g., hardware, system software and tools, network components, etc.) that will support the proposed OPI ERP system;
- Describe the average cycle time by which new versions and upgrades of the software are released, and how consistently this has occurred historically; and
- Describe how software changes or enhancements are incorporated into a release, and the quality assurance program governing this process.

Backup / Disaster Recovery Copies. The offeror must provide a description of its capability to provide copies of OPI ERP data in its entirety to the State on a regular basis (e.g., daily, weekly, monthly, etc.). The description should including the procedures, means, type of media available, format of the data, the frequency (e.g. daily, weekly, monthly, etc.) and the associated cost for the service. Costs should be provided in Attachment Eleven – Cost Summary, table F. Optional Services. (No costs should be provided in the offeror's Technical Proposal response.)

OPI ERP Requirements Response – Supplement One. The offeror's proposed solution for the program, common supportive and technical requirements documented in Supplement One of this RFP must be met with the Offeror's proposed OPI ERP system.

Supplement One is being provided as a Microsoft Excel document through the State's Procurement Website as a convenience for responding to the RFP. **The Supplement's format and content must not be modified.** If the requirements or format provided in the supplement are modified, reformatted or omitted, the offeror's response may be disqualified.

For each requirement documented in the RFP the offeror must provide a narrative description of its solution. The offeror must also provide a summary of any COTS products or other software tools that will be used to meet the requirements. For each requirement identified, the offeror must indicate how the requirement (program, common supportive or technical) is delivered by checking one of the following boxes in Supplement One:

Out of the Box: Requirement must be fully met with out-of-the-box functionality that can be presented for business use with minimal effort beyond tuning a feature "on" or "off" (e.g., built in processes, rules or reports).

Configuration Required: Requirement will be met with functionality that can be presented for business use after modifications utilizing the software configuration tools. This would include managing or creating new business rules or process flows via tools provided as part of the proposed COTS software.

Customization Required: Requirement will be met with functionality that can be presented for business use only after a new module or plug-in is developed. Modules or plug-ins would be created in a programming or scripting language and leverage low level application infrastructure such as API's, messaging, integration technologies, or services to exchange data or execute logic within the COTS solution. This would also include any updates the software vendor would make to the core code as part of a future release or service pack.

Not Available: Requirement will not be met as part of the offeror's proposed solution.

Offeror Comments / Narrative: The offeror should use this column for narrative and/or additional comments as applicable.

Priority: On a relative scale, this represents how critical the requirement is deemed to be in meeting key objectives of the OPI ERP project by the DRC and OPI stakeholders.

- "1" = Low
- "2" = Medium
- "3" = High
- "4" = Most Critical

All the specifications given in this RFP for equipment and other system elements are minimum system requirements. The offeror may recommend features or other elements in excess of the minimum but must clearly identify them as such, provide the rationale behind the recommendations, and explain how they will benefit the State. The recommendations may not result in additional evaluation credit being given.

Staffing Plan and Time Commitment. The offeror must provide a staffing plan that identifies all the personnel by position that the offeror proposes and that are required to do the Work. The staffing plan must show each individual's responsibilities on the Work. The State also requires a staffing plan that matches the proposed Work key personnel and qualifications to the activities and tasks that will be completed on the Work. In addition, the plan must have the following information:

- A matrix matching each team member to the staffing requirements in this RFP;
- A contingency plan that shows the ability to add more staff if needed to ensure meeting the Work's due date(s);
- The number of people onsite at the State location at any given time to allow the State to plan for the appropriate workspace;
- A statement and a chart that clearly indicate the time commitment of the proposed Work Manager and the offeror's proposed team members including key Work Personnel for this Work during each phase of the Contractor's proposed Work Plan; and

- The offeror also must include a statement indicating to what extent, if any, the Work Manager may work on other projects during the term of the Contract. The State may reject any Proposal that commits the proposed Work Manager or any proposed key Work personnel to other projects during the term of the Work, if the State believes that any such commitment may be detrimental to the offeror's performance.

Work Management Methodology. The offeror must fully describe its work management methodology including: the Work scope and objectives, high-level implementation schedule, implementation approach and methodology, work products aligned to implementation schedule, staffing plan, assumptions, as well as approach to work/project management and reporting. The implementation approach and methodology strategy should include, at a minimum, the following:

- **Work Management Approach.** The offeror must fully describe its approach to work management and initiation and how it will meet the requirements and provide the deliverables for the Work as set forth in this RFP.
- **Requirements Affirmation and Documentation.** The offeror must fully describe how it will affirm and validate the requirements identified for the Work, and identify other potential requirements that should be included in the Design.
- **User Configuration Management.** The offeror must describe how it will meet the requirements and provide the deliverables for this phase of the Work documented in the RFP.
- **Design and Development of Customized Functionality.** The offeror must fully describe its proposed design for the Deliverables, including the design approach, methods, tools, and techniques for completing the technical design process. The offeror must fully describe how the design will be represented, such as through written specifications, design diagrams, a system prototype, etc. At a minimum, the offeror's design approach must include the following design and development phase activities:
    - High-Level,
    - Detail,
    - Documentation & Testing, and
    - Approval.

  Additionally, the offeror must describe the offeror's configuration and development approach, methods, tools, and techniques for completing the development process. Of particular importance are the offeror's testing strategies for unit, system, performance, volume and regression testing.

- **Historical Data Conversion Services.** The offeror's Proposal must describe the offeror's approach, methods and tools for the design, development, and implementation of historical data conversion, including support and execution of the conversion activity after implementation. The current data includes 40 databases totaling about 110 GB not including space for the SQL backups.

- **Transmittal Data Import and Export Services.** The offeror's Proposal must describe the offeror's approach, methods and tools for the design, development, and implementation of transmittal data import and export, including support and execution of the import and export activities between the OPI ERP system and OAKS after implementation.

- **Training and User Manuals.** The offeror must describe its proposed approach, methods, tools, and techniques for User and Systems Administration and Support documentation, including DRC

Help Desk support, training development, and deployment. In addition, the Proposal must include the activities the offeror will use to train the DRC staff on Help Desk methodologies and support activities required for system configuration and systems administration/support (e.g., password reset, user login issues, etc.). The offeror should include information regarding:

- Training approaches and what types of training may be offered on site and via the web (e.g., self-directed and live, interactive virtual training, train-the-trainer, traditional classroom training, subscription based training programs, etc.);
- What the offeror would propose to the State for both initial and ongoing training;
- Certifications that may be available; and
- Documentation and tutorials that will be available during and following the Project.

Additionally, the offeror's Proposal must describe their approach, methods, tools, and techniques for developing system and user documentation.

- **User Acceptance Test.** The offeror's proposal must describe the offeror's approach, methods, tools and techniques for user acceptance testing.
- **Implementation and Acceptance.** The offeror's Proposal must fully describe the offeror's approach, methods, tools, and techniques for deploying/implementing the offeror's OPI ERP system.
- **Post-Implementation Support.** The offeror must fully describe its approach and delivery of post-implementation maintenance and support. The offeror must also describe its proposed approach, methods, tools, and techniques for supporting the proposed hosted OPI ERP system, maintaining its operation throughout the warranty period and on-going production support, and completing appropriate DRC Help Desk level administration and operation support activities to DRC/OPI administrative support staff. The offeror should include information regarding:
  - The offeror's Technical Support organization and structure;
  - Number and size of support centers currently in operation;
  - Hours of operation/availability for the Technical Support organization and centers; and
  - Description of how support issues are fielded, logged, categorized, addressed / staffed, checked for status, and escalated (e.g., the service management model, Tiers I, II, and III, etc.). Estimated DRC Help Desk support roles and responsibilities that will be required by DRC/OPI to support, administer, and manage the proposed OPI ERP system after post-deployment.

    Note: DRC will provide 1st Level Help Desk support for State users of the OPI ERP system to submit issues and questions to. The DRC Help Desk will screen the submissions and resolve minor issues as appropriate, such as; password resets, user login, etc. Issues that cannot be resolved by the DRC Help Desk will be submitted to the offeror's OPI ERP Help Desk for review and resolution.

Work Plan. The State encourages responses that demonstrate a thorough understanding of the nature of the Work and what the Contractor must do to get the Work done properly. To this end, the offeror must submit a Work Plan that the offeror will use to create a consistent and coherent management plan for the Work. The Work Plan must include detail sufficient to give the State an understanding of how the offeror's knowledge and approach will:

- Manage the Work;

- Guide Work execution;
- Document planning assumptions and decisions;
- Facilitate communication among stakeholders;
- Define key management review as to content, scope, and schedule; and
- Provide a baseline for progress measurement and Work control.

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

- Description of the Work management approach;
- Scope statement that includes the Work objectives and the Work Deliverables and milestones;
- Description of the approach, methods, and specific work steps for doing the Work and producing the Deliverables consistent with this RFP. The State seeks insightful responses that describe proven, state-of-the-art methods. Recommended solutions must demonstrate that the offeror will be prepared to quickly undertake and successfully complete the required tasks. The Work Plan must, first, address each task and deliverable described in Attachment Two, and second, incorporate a work breakdown structure that includes Work elements. The work breakdown structure must show the elements at a level of detail that demonstrates the offeror's understanding of the effort required to do the Work. The work breakdown structure also must have increasingly descending levels of detailed definition added as the Work continues. The Work elements must include, at a minimum:
    - Work Initiation;
    - Requirements Affirmation and Documentation;
    - User Configuration Management;
    - Design and Development of Customized Functionality;
    - Historical Data Conversion Services;
    - Transmittal Data Import/Export Services;
    - Training and User Manuals;
    - User Acceptance Testing;
    - Implementation and Acceptance; and
    - Post-Implementation Support.
- Work breakdown structure as a baseline scope document that includes Work elements. The work breakdown structure must show the elements at a level of detail that demonstrates the offeror's understanding of the effort required to do the work. The work breakdown structure also must have increasingly descending levels of detailed definition added as the Work continues. The Work elements must include, at a minimum, scope definition, requirements gathering, design, development, conversion, testing, benchmarking, implementation, training, and transition, as applicable;
- High-level and detailed Work schedules for all Work Deliverables and milestones. The offeror must provide the Work schedule in a format that clearly shows all major Work tasks on a week-by-week schedule to serve as the basis for managing the Work. The schedule must clearly demonstrate how the Work will become fully operational by the delivery date. The offeror must give dates for when all Deliverables and milestones will be completed and start and finish dates for tasks. The offeror also must identify and describe all risk factors associated with the forecasted milestone schedule;
- Who is assigned responsibility for each Deliverable within the work breakdown structure to the level at which control will be exercised;
- Performance measurement baselines for technical scope and schedule;

- Major milestones and target date(s) for each milestone that are consistent with this RFP's dates;
- Key or required staff and their expected effort;
- High-level subsidiary Work management plans:
    - Integration management;
    - Scope management;
    - Schedule management;
    - Cost management;
    - Quality management;
    - Staffing management;
    - Communications management; and
    - Risk management (including constraints and assumptions, planned responses and contingencies);
- Description of the offeror's proposed organization(s) and management structure responsible for fulfilling the Contract's requirements;
- Definition of the review processes for each milestone and Deliverable (e.g. mandatory design review) and a description of how the parties will conduct communication and status review;
- Description of the Work issue resolution process; and
- If the offeror chooses to use subcontractors, this part of the offeror's Proposal must describe its approach to managing its subcontractors effectively.

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.

Proposed Changes to Attachment Twelve (if applicable). The State requires the offeror to complete Attachment Twelve, the Master Cloud Services Agreement (MCSA). If the offeror seeks changes to the MCSA, the offeror must identify those changes, with the precise alternative language the offeror seeks, and include the markup of the MCSA as an attachment to its Proposal. Generalized objections to the MCSA's terms and conditions are not acceptable. The State may reject any Proposal with extensive changes to the MCSA or with changes that the State finds objectionable. Alternatively, the State may seek to negotiate over proposed changes to attempt to make them acceptable to the State. The State, in its sole and exclusive judgment, will determine whether any changes are acceptable and whether any negotiations make the proposed changes acceptable to the State.

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

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

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

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

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

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

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

W-9 Form. The offeror must complete the attached W-9 form in its entirety. The offeror must submit at least one originally signed W-9. All other copies of a Proposal may contain copies of the W-9. The offeror must indicate on the outside of the binder which Proposal contains the originally signed W-9. A current version of the Internal Revenue's W-9 form is available at 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 Ten) as part of its Proposal.

Affirmative Action. Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be completed using:

http://das.ohio.gov/Divisions/EqualOpportunity/AffirmativeActionProgramVerification/tabid/133/Default.aspx .

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

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

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

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

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

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

ATTACHMENT FOUR: GENERAL TERMS AND CONDITIONS

PART ONE: PERFORMANCE AND PAYMENT

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

The Contractor will 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 will comply with those instructions and fulfill those requests in a timely and professional manner. Those instructions and requests will be for the sole purpose of ensuring satisfactory completion of the Work and will not amend or alter the scope of the Work.

Term. Unless this Contract is terminated or expires without renewal, it will remain in effect until the Work is completed to the satisfaction of the State, including all optional renewal periods for maintenance or continuing commitments, and the Contractor is paid. However, the current General Assembly cannot commit a future General Assembly to an expenditure. Therefore, this Contract will automatically expire at the end of each biennium, the first of which is June 30, 2017. 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, including any optional renewal periods. Termination or expiration of this Contract will not limit the Contractor’s continuing obligations with respect to Deliverables that the State paid for before termination or limit the State’s rights in such.

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

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

The State also may have certain obligations to meet. Those obligations, if any, are also listed in the RFP Documents. If the State agrees that the Contractor’s failure to meet the delivery, milestone, or completion dates in the RFP Documents is due to the State’s failure to meet its own obligations in a timely fashion, then the Contractor will not be in default, and the delivery, milestone, and completion dates affected by the State’s failure to perform will be extended by the same amount of time as the

State's delay. The Contractor may not rely on this provision unless the Contractor has in good faith exerted reasonable management skill to avoid an extension and has given the State meaningful written notice of the State's failure to meet its obligations within five business days of the Contractor's realization that the State's delay may impact the Work. The Contractor must deliver any such notice to both the Work Representative and Procurement Representative and title the notice as a "Notice of State Delay." The notice must identify any delay in detail, as well as the impact the delay has or will have on the Work. Unless the State decides, in its sole and exclusive judgment, that an equitable adjustment in the Contractor's Fee is warranted in the case of an extended delay, an extension of the Contractor's time to perform will be the Contractor's exclusive remedy for the State's delay. Should the State determine that an equitable adjustment in the Contractor's Fee is warranted, the equitable adjustment will be handled as a Change Order under the Changes Section of this Contract, and the extension of time and equitable adjustment will be the exclusive remedies of the Contractor for the State's delay.

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

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

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

The State will pay the Contractor interest on any late payment, as provided in Section 126.30 of the Ohio Revised Code (the "Revised Code"). If the State disputes a payment for anything covered by an invoice, within 15 business days after receipt of that invoice, the State will notify the Contractor, in writing, stating the grounds for the dispute. The State then may deduct the disputed amount from its payment as a nonexclusive remedy. If the Contractor has committed a material breach, in the sole opinion of the State, the State also may withhold payment otherwise due to the Contractor. Both parties will attempt to resolve any claims of material breach or payment disputes through discussions among the Work Manager, the Contractor's executive responsible for the Work, the Work Representative, and the State Contract Management Administrator. The State will consult with the Contractor as early as reasonably possible about the nature of the claim or dispute and the amount of payment affected. When the Contractor has resolved the matter to the State's satisfaction, the State will pay the disputed amount

within 30 business days after the matter is resolved. The State has no obligation to make any disputed payments until the matter is resolved, and the Contractor must continue its performance under this Contract pending resolution of the dispute or claim.

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

Payment of an invoice by the State will not prejudice the State's right to object to or question that or any other invoice or matter in relation thereto. The Contractor's invoice will be subject to reduction for amounts included in any invoice or payment made which are determined by the State not to constitute allowable costs, on the basis of audits conducted in accordance with the terms of this Contract. At the State's sole discretion all payments shall be subject to reduction for amounts equal to prior overpayments to the Contractor.

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

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

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

Right of Offset. The State may set off the amount of any Ohio tax liability, liquidated damages or other damages or claims for damages, 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. Further, the Contractor will pay such taxes, together with any interest and penalties not disputed with the appropriate taxing authority, whether they are imposed at the time the services are rendered or a later time.

PART TWO: 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 contracts.

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

Subcontracting. The Contractor may not enter into subcontracts related to the Work after award without written approval from the State. Nevertheless, the Contractor will not need the State's written approval to subcontract for the purchase of commercial goods that are required for satisfactory completion of the 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 will hold the State harmless for and will indemnify the State against any such claims.

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

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

Record Keeping. The Contractor must keep all financial records in accordance with generally accepted accounting principles consistently applied. The Contractor also must file documentation to support each action under this Contract in a manner allowing the documentation to be readily located. Additionally, the Contractor must keep all 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 Project. This audit right also applies to the State’s duly authorized representatives and any person or organization providing financial support for the Project. State audit rights will apply to those Contractor materials that are required to verify the accuracy of a Contractor invoice to the State inclusive of: Contractor personnel timesheets; Contractor purchased or provided equipment for benefit of the State that will remain in the State’s possession; State deliverable acceptance documentation; any required State written approvals as required herein; final Work products and deliverables; any partial or incomplete Work products or deliverables that should the Contractor submit for partial compensation from the State as a result of termination 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 Agreement, 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 immediately without 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 work 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 Contractor shall, for each policy required by this Contract, provide the State with 30-days prior written notice of cancellation, material change, or non-renewal, except a 10-days notice of non-payment of premium. And the Contractor's Commercial General Liability must be primary over any other insurance coverage.

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

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

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

Replacement Personnel. If the RFP Documents contain the names of specific people who will do the Work, then the quality and professional credentials of those people were material factors in the State's decision to enter into this Contract. Therefore, the Contractor must use all commercially reasonable

efforts to ensure the continued availability of those people. Also, the Contractor may not remove those people from the Work without the prior written consent of the State, except as provided below.

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

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

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

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

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

(b) The State may terminate this Contract immediately for cause and without any cure period.

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

Termination Section of this Contract due to the termination. Should the State assess liquidated damages or otherwise be entitled to damages under this provision, it may offset these damages from any Fees due under this Contract.

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

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

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

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

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

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

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

If the State terminates this Contract for cause, the State will be entitled to cover for the Work by using another Contractor on such commercially reasonable terms as the State and the covering contractor may agree. The Contractor will be liable to the State for all costs related to covering for the Work to the extent that such costs, when combined with payments already made to the Contractor for the Work before termination, exceed the costs that the State would have incurred under this Contract. The Contractor also will be liable for any other direct damages resulting from its breach of this Contract or other action leading to termination for cause. If the Contractor fails to deliver Deliverables or provide satisfactory services, the State has the right to withhold any and all payments due to the Contractor without penalty or work stoppage by the Contractor until such failure to perform is cured.

If the termination is for the convenience of the State, the Contractor may be entitled to the prorated Contract price for deliverables, products or services accepted by the State and not previously paid for provided in that in no event will total payments exceed the amount payable to the Contractor is the Contract had been fully performed. If the Contractor has submitted partially completed deliverables, products, or services, the Contractor may be entitled to the Contract price for such deliverables, products, or services as pro-rated by the State. For items not specifically priced, the State will use fair market value to determine the price owed. The Contractor will use generally accepted accounting principles or equivalent accounting principles and sound business practices in determining all costs claimed, agreed to, or determined under this clause.

The State will have the option of suspending this Contract in full or in part rather than terminating the Project, if the State believes that doing so would better serve its interests. In the event of a suspension for the convenience of the State, the Contractor will be entitled to receive payment for the work performed before the suspension. In the case of suspension of the Project for cause rather than termination for cause, the Contractor will not be entitled to any compensation for any work performed. If the State reinstates the Project after suspension for cause, rather than terminating this Contract after the suspension, the Contractor may be entitled to compensation for work performed before the

suspension, less any damage to the State resulting from the Contractor's breach of this Contract or other fault. Any amount due for work before or after the suspension for cause will be offset by any damage to the State from the default or other event giving rise to the suspension.

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

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

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

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

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

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

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

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

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

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

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

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

If a change causes an increase in the cost of, or the time required for, the performance of the Work, the Contractor must notify the State in writing and request an equitable adjustment in its Fee, the delivery schedule, or both before the Contractor signs the Change Order. If the Contractor claims an adjustment under this section in connection with a change to the Work not described in a written Change Order, the Contractor must notify the State in writing of the claim within five business days after the Contractor is notified of the change and before work on the change begins. Otherwise, the Contractor will have

waived the claim. In no event will the State be responsible for any increase in the Fee or revision in any delivery schedule unless the State expressly ordered the relevant change in writing and the Contractor has complied with the requirements of this section. Provided the State has complied with the procedure for Change Orders in this section, nothing in this clause will excuse the Contractor from proceeding with performance of the Work, as changed.

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

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

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

Excusable Delay. Neither party will be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. The delayed party must notify the other promptly of any material delay in performance and must specify in writing the proposed revised performance date as soon as practicable after notice of delay. In the event of any such excusable delay, the date of performance or of delivery will be extended for a period equal to the time lost by reason of the excusable delay. The delayed party also must describe the cause of the delay and what steps it is taking to remove the cause. The delayed party may not rely on a claim of excusable delay to avoid liability for a delay if the delayed party has not taken commercially reasonable steps to mitigate or avoid the delay. Things that are controllable by the Contractor's subcontractors will be considered controllable by the

Contractor, except for third-party manufacturers supplying commercial items and over whom the Contractor has no legal control.

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

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

Business Continuity. In addition to the business continuity requirements contained in Supplement Two, the Contractor must provide a business continuity plan to ensure that the ERP System and the State's business environment are recoverable and remain in operation during an unexpected crisis. The Contractor's business continuity plan must provide for the continuation of business daily from 5:00 a.m. to 11:59 p.m., Columbus, Ohio local time, with no interruptions or loss of service, other than for scheduled updates, upgrades, and maintenance. In addition, the business continuity plan and methodology provided by the Contractor must easily adapt vulnerabilities and ever-changing threats and integrated privacy and security into the business continuity process.

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

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

Confidentiality. The State may disclose to the Contractor written material or oral or other information that the State treats as confidential ("Confidential Information"). Title to the Confidential Information and all related materials and documentation the State delivers to the Contractor will remain with the State. The Contractor must treat such Confidential Information as secret, if it is so marked, otherwise identified as such, or when, by its very nature, it deals with matters that, if generally known, would be damaging to the best interest of the public, other contractors, potential contractors with the State, or individuals or organizations about whom the State keeps information. By way of example, information must be treated as confidential if it includes any proprietary documentation, materials, flow charts, codes, software, computer instructions, techniques, models, information, diagrams, know-how, trade secrets, data, business records, or marketing information. By way of further example, the Contractor

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

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

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

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

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

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

Confidentiality Agreements. When the Contractor performs services under this Contract that require the Contractor’s and its subcontractors’ personnel to access facilities, data, or systems that the State in its sole discretion deems sensitive, the State may require the Contractor’s and its subcontractors’ personnel with such access to sign an individual confidential agreement and policy acknowledgements, and have a background check performed before accessing those facilities, data, or systems. Each State agency, board, and commission may require a different confidentiality agreement or acknowledgement,

and the Contractor's and its subcontractors' personnel may be required to sign a different confidentiality agreement or acknowledgement for each agency. The Contractor must immediately replace any of its or its subcontractors' personnel who refuse to sign a required confidentiality agreement or acknowledgment or have a background check performed.

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

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

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

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

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

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

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

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

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

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

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

PART FOUR: REPRESENTATIONS, WARRANTIES, AND LIABILITIES

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

Additionally, with respect to the Contractor's activities under this Contract, the Contractor warrants that: (1) the Contractor has the right to enter into this Contract; (2) the Contractor has not entered into

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

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

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

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

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

PART FIVE: ACCEPTANCE AND MAINTENANCE

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

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

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

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

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

The Project “downtime” is that period when any part of the Project is inoperable due to failure of the Project or a particular Deliverable to operate according to the specifications in the RFP Documents, the user documentation, or the published technical specifications. During a period of downtime, the State may use operable components of the Project when that will not interfere with repair of inoperable

components of the Project. Downtime will start from the time the State notifies the Project Manager of the inoperable condition of the Project until the Project is returned in proper operating condition.

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

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

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

PART SIX: CONSTRUCTION

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

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

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

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

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

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

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

Continuing Obligations. The terms of this Contract will survive the termination or expiration of the time for completion of the 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.

Conflict of Interest. No Contractor or the personnel of the Contractor shall act in any manner that conflict with the Contractor's responsibilities under this Contract. Such prohibited actions shall include, but are not limited to the following:

1. Voluntarily acquiring any personal interest that conflicts with the Contractor's responsibilities under the Contract;
2. Knowingly permit any Ohio public official or public who has any responsibility in any manner related to this Contract, acquire any interest or any entity under the Contractor's control.

The Contractor, upon obtaining knowledge that any person described above has acquired an impermissible or conflicting personal interest related to this Contract, shall do the following in a forthwith manner:

1. Disclose such information to the State; and
2. Take immediate steps to ensure that the person does not participate in any action affecting the work under this Contract, unless the State determines that in light of the expeditious disclosure, such person's participation is not contrary to the public interest.

Ethics. All Contractors who are actively doing business with the State or who are seeking to do business with the State are responsible to review and comply with all relevant provisions of O.R.C. Sections 102.01 to 102.09.

Ohio Elections Law. The Contractor, by signature affixed on this document, hereby certifies that all applicable parties listed in O.R.C. Section 3517.13 are in full compliance with O.R.C. Section 3517.13.

If the Contractor accepts a Contract and/or purchase order issued under the Contract without proper certification, the Department of Administrative Services shall deem the Contractor in breach and the Contractor will be subject to all legal remedies available to the Department of Administrative Services up to and including debarment from doing business with the State.

Additional information regarding Contribution Restrictions is available on the Office of Budget & Management's website at: www.obm.ohio.gov.

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. During the Project, the Contractor must not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, or Vietnam-era veteran status ("Protected Status"). The Contractor must ensure that applicants for employment and employees are treated without regard to their Protected Status.

The Contractor must post notices with the provisions of this section in conspicuous places that are available to employees and applicants and must state in all solicitations and advertisements for employees that it is an equal opportunity employer.

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.

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.

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

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

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

ATTACHMENT FIVE
SAMPLE CONTRACT

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

_____
(CONTRACTOR)

THIS CONTRACT, which results from RFP 0A1169, entitled Ohio Penal Industries Enterprise Resource Planning (OPI ERP) Services project, is between the State of Ohio, through the Department of Administrative Services, on behalf of the Ohio Department of Rehabilitation and Correction and _____ _(the "Contractor").

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

This Contract consists of:

1. The one page Contract (Attachment Five) in its final form; and
2. The 0A1169 Ohio Penal Industries Enterprise Resource Planning (OPI ERP) Services Contract dated _____, 2016 which includes Attachment Four, Attachments, Supplements and the Cost Proposal Workbooks dated _____, 2016.

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 _____, 2016, 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.

SAMPLE

CONTRACTOR	STATE OF OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES
SAMPLE – DO NOT FILL OUT	_____
By:	By: DAS Director
Title: _____	Title: Director
Date: _____	Date: _____
Date: _____	Date: _____

ATTACHMENT SIX
SAMPLE DELIVERABLE/MILESTONE SUBMITTAL FORM

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

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

Please contact_____ at **XXX-XXX** with any questions.

Sincerely,

[Insert Company Name]
[Insert Project Name]

_____
Printed Name
Contractor Work Manager
{Same as person signing above}

COMPLIANT:

Deliverable Payment Authorized: Yes _____ No _____ N/A _____

_____

Signature of State Work Representative/Date

NOT COMPLIANT:

Describe reason(s) for non-compliance:

(Continue on back if necessary)

_____

Signature of State Work Representative/ Date Payment Not Authorized

ATTACHMENT SEVEN
OFFEROR CERTIFICATION FORM

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

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

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

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

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

ATTACHMENT SEVEN
OFFEROR CERTIFICATION FORM - continued

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

Potential Conflicts (by person or entity affected)

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

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

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

6. The offeror certifies that its regular, fulltime employees will perform at least 30% of the work on the Work.

7. The following is a complete list of all subcontractors, if any, that the offeror will use on the Work, if the State selects the offeror to do the work:

_____ _____

_____ _____

_____ _____

_____ _____

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

ATTACHMENT SEVEN
OFFEROR CERTIFICATION FORM - continued

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

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

_____
Signature

_____
Name

_____
Title

_____
Company Name

_____
Company D-U-N-S Number

ATTACHMENT EIGHT
OFFEROR PROFILE SUMMARY

OFFEROR MANDATORY REQUIREMENTS

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

MANDATORY REQUIREMENT: The offeror must demonstrate experience as the prime contractor of the proposed Enterprise Resource Planning software system in at least one federal, state or local entity where the solution has been successfully implemented and is currently being hosted by the prime contractor in a production environment at the time of this RFP's proposal due date.

<table>
<tr><td>Company Name:</td><td colspan="2">Contact Name:
(Indicate Primary or Alternate)

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

Contact Email Address:</td></tr>
<tr><td>Work / Project Name:</td><td>Beginning Date of Experience (month/year):</td><td>Ending Date of Experience (month/year):</td></tr>
<tr><td colspan="3">List Related Service Provided:

Describe how the Related Service shows the offeror's experience, capability, and capacity to develop the Deliverables or to achieve the milestones for this Work / Project:</td></tr>
</table>

ATTACHMENT EIGHT
OFFEROR PROFILE SUMMARY

OFFEROR MANDATORY REQUIREMENTS - continued

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

MANDATORY REQUIREMENT: The offeror's proposed solution to meet the requirements of Ohio Penal Industries' ERP project must be a prime contractor-hosted Enterprise Resource Planning system with access through a user-friendly web portal interface.

<table>
<tr><td>Company Name:</td><td colspan="2">Contact Name:
(Indicate Primary or Alternate)

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

Contact Email Address:</td></tr>
<tr><td>Work / Project Name:</td><td>Beginning Date of Experience (month/year):</td><td>Ending Date of Experience (month/year):</td></tr>
<tr><td colspan="3">List Related Service Provided:

Describe how the Related Service shows the offeror's experience, capability, and capacity to develop the Deliverables or to achieve the milestones for this Work / Project:</td></tr>
</table>

ATTACHMENT EIGHT
OFFEROR PROFILE SUMMARY

OFFEROR REQUIREMENTS

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

REQUIREMENT: The offeror must demonstrate project experience where the proposed solution was successfully implemented, in a hosted environment and in a production environment at the time of the RFP's proposal due date for at least three (3) different clients.

<table>
<tr><td colspan="2">Company Name:</td><td colspan="2">Contact Name:
(Indicate Primary or Alternate)

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

Contact Email Address:</td></tr>
<tr><td colspan="2">Work / Project Name:</td><td>Beginning Date of Experience (month/year):</td><td>Ending Date of Experience (month/year):</td></tr>
<tr><td colspan="4">List Related Service Provided:

Describe how the Related Service shows the offeror's experience, capability, and capacity to develop the Deliverables or to achieve the milestones for this Work / Project:</td></tr>
</table>

ATTACHMENT EIGHT
OFFEROR PROFILE SUMMARY

OFFEROR REQUIREMENTS - continued

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

REQUIREMENT: The offeror must provide evidence that they have been in business for at least 60 months of experience providing Enterprise Resource Planning (ERP) products and services.

<table>
<tr><td colspan="2">Company Name:</td><td colspan="2">Contact Name:
(Indicate Primary or Alternate)

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

Contact Email Address:</td></tr>
<tr><td colspan="2">Work / Project Name:</td><td>Beginning Date of Experience (month/year):</td><td>Ending Date of Experience (month/year):</td></tr>
<tr><td colspan="4">List Related Service Provided:

Describe how the Related Service shows the offeror’s experience, capability, and capacity to develop the Deliverables or to achieve the milestones for this Work / Project:</td></tr>
</table>

ATTACHMENT EIGHT
OFFEROR PROFILE SUMMARY

OFFEROR REQUIREMENTS - continued

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

REQUIREMENT: The offeror's proposed software solution has been successfully implemented for at least one (1) federal, state or local entity in the past 24 months.

<table>
<tr><td>Company Name:</td><td colspan="2">Contact Name:
(Indicate Primary or Alternate)

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

Contact Email Address:</td></tr>
<tr><td>Work / Project Name:</td><td>Beginning Date of Experience (month/year):</td><td>Ending Date of Experience (month/year):</td></tr>
<tr><td colspan="3">List Related Service Provided:

Describe how the Related Service shows the offeror's experience, capability, and capacity to develop the Deliverables or to achieve the milestones for this Work / Project:</td></tr>
</table>

ATTACHMENT NINE
PERSONNEL PROFILE SUMMARY
CANDIDATE REFERENCES

Candidate's Name:

References. Provide three references for which the proposed candidate has successfully demonstrated meeting the requirements of the RFP on work or projects of similar size and scope in the past five years. The name of the person to be contacted, phone number, company, address, brief description of work or project size and complexity, and date (month and year) of employment must be given for each reference. These references must be able to attest to the candidate's specific qualifications.

The reference given should be a person within the client's organization and not a co-worker or a contact within the offerors organization.

If less than three references are provided, the offeror must explain why. The State may disqualify the Proposal if less than three references are given.

Candidate Reference #1

Client Company Name:	**Client Contact Name:** (Indicate Primary or Alternate) **Client Contact Title:**	
Client Company Address:	**Client Contact Phone Number:** **Client Contact Email Address:**	
Work / Project Name:	**Beginning Date of Employment (month/year):**	**Ending Date of Employment (month/year):**
Description of services provided that are in line with those to be provided as part of this Project: **Description of how client project size and complexity are similar to this Work / Project:**		

ATTACHMENT NINE
PERSONNEL PROFILE SUMMARY
CANDIDATE REFERENCES - continued

Candidate's Name:

Candidate Reference #2

Client Company Name:	**Client Contact Name:** (Indicate Primary or Alternate) **Client Contact Title:**	
Client Company Address:	**Client Contact Phone Number:** **Client Contact Email Address:**	
Work / Project Name:	**Beginning Date of Employment (month/year):**	**Ending Date of Employment (month/year):**
Description of services provided that are in line with those to be provided as part of this Project: **Description of how client project size and complexity are similar to this Work / Project:**		

ATTACHMENT NINE
PERSONNEL PROFILE SUMMARY
CANDIDATE REFERENCES - continued

Candidate's Name:

Candidate Reference #3

Client Company Name:	**Client Contact Name:** (Indicate Primary or Alternate) **Client Contact Title:**	
Client Company Address:	**Client Contact Phone Number:** **Client Contact Email Address:**	
Work / Project Name:	**Beginning Date of Employment (month/year):**	**Ending Date of Employment (month/year):**
Description of services provided that are in line with those to be provided as part of this Project: **Description of how client project size and complexity are similar to this Work / Project:**		

ATTACHMENT NINE
PERSONNEL PROFILE SUMMARY
CANDIDATE EDUCATION AND TRAINING

Candidate's Name:

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

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

ATTACHMENT NINE
PERSONNEL PROFILE SUMMARY

CANDIDATE REQUIREMENTS
Work Manager

Note: The offeror may duplicate this form as necessary to demonstrate the requirement. If another reference used to meet another requirement meets this particular requirement, the same reference may be used.

Candidate's Name:

Candidate Requirement: The proposed Work Manager must demonstrate a minimum of 36 months of experience as the work or project manager on a minimum of one (1) successful system implementation project of similar size and scope.

Company Name:	**Contact Name:** **Primary or Alternate:**	**Contact Title:**	
Address:		**Contact Phone Number:** **Email Address:**	
Work / Project Name:		**Beginning Date of Experience (month/year):**	**Ending Date of Experience (month/year):**
Description of technical experience, capacity performed, and role that is related to services to be provided for this Work / Project:			

ATTACHMENT NINE
PERSONNEL PROFILE SUMMARY

CANDIDATE REQUIREMENTS
Work Manager – continued

Note: The offeror may duplicate this form as necessary to demonstrate the requirement. If another reference used to meet another requirement meets this particular requirement, the same reference may be used.

Candidate's Name:

Candidate Requirement: The proposed Work Manager must have experience serving as the work or project manager from initiation through implementation on at least one (1) project where the offeror's proposed solution was implemented in a federal, state or local government entity.

Company Name:	**Contact Name:** **Primary or Alternate:**	**Contact Title:**	
Address:		**Contact Phone Number:** **Email Address:**	
Work / Project Name:		**Beginning Date of Experience (month/year):**	**Ending Date of Experience (month/year):**
Description of technical experience, capacity performed, and role that is related to services to be provided for this Work / Project:			

ATTACHMENT NINE
PERSONNEL PROFILE SUMMARY

CANDIDATE REQUIREMENTS
Work Manager – continued

Note: The offeror may duplicate this form as necessary to demonstrate the requirement. If another reference used to meet another requirement meets this particular requirement, the same reference may be used.

Candidate's Name:

Candidate Requirement: The proposed Work Manager must demonstrate experience as the work or project manager on a minimum of one (1) successful implementation where the proposed ERP software solution was integrated with various client software application environments.

Company Name:	**Contact Name:** **Primary or Alternate:**	**Contact Title:**	
Address:		**Contact Phone Number:** **Email Address:**	
Work / Project Name:		**Beginning Date of Experience (month/year):**	**Ending Date of Experience (month/year):**
Description of technical experience, capacity performed, and role that is related to services to be provided for this Work / Project:			

ATTACHMENT NINE
PERSONNEL PROFILE SUMMARY

CANDIDATE REQUIREMENTS
Work Manager – continued

Candidate's Name:

Requirement: The proposed Work Manager must be PMI certified. Offeror must provide appropriate documentation of the proposed Work Manager's project management certification.

Offeror Response:

Offeror should provide a copy of Project Management certification paperwork that demonstrates the requirement.

ATTACHMENT NINE
PERSONNEL PROFILE SUMMARY

CANDIDATE REQUIREMENTS
Functional/Configuration Lead

Note: The offeror may duplicate this form as necessary to demonstrate the requirement. If another reference used to meet another requirement meets this particular requirement, the same reference may be used.

Candidate's Name:

Candidate Requirement: The proposed Functional/Configuration Lead must demonstrate business analysis, design, and configuration experience implementing the offeror's proposed solution on a minimum of one (1) successful implementation.

Company Name:	**Contact Name:** **Primary or Alternate:**	**Contact Title:**	
Address:		**Contact Phone Number:** **Email Address:**	
Work / Project Name:		**Beginning Date of Experience (month/year):**	**Ending Date of Experience (month/year):**
Description of technical experience, capacity performed, and role that is related to services to be provided for this Work / Project:			

ATTACHMENT NINE
PERSONNEL PROFILE SUMMARY

CANDIDATE REQUIREMENTS
Functional/Configuration Lead - continued

Note: The offeror may duplicate this form as necessary to demonstrate the requirement. If another reference used to meet another requirement meets this particular requirement, the same reference may be used.

Candidate's Name:

Candidate Requirement: The proposed Functional/Configuration Lead for the OPI ERP project must have at least 36 months of relevant business analysis and systems integration experience in at least one (1) referenceable account of similar size and scope.

Company Name:	**Contact Name:** **Primary or Alternate:**	**Contact Title:**	
Address:		**Contact Phone Number:** **Email Address:**	
Work / Project Name:		**Beginning Date of Experience (month/year):**	**Ending Date of Experience (month/year):**
Description of technical experience, capacity performed, and role that is related to services to be provided for this Work / Project:			

ATTACHMENT NINE
PERSONNEL PROFILE SUMMARY

CANDIDATE REQUIREMENTS
Functional/Configuration Lead - continued

Note: The offeror may duplicate this form as necessary to demonstrate the requirement. If another reference used to meet another requirement meets this particular requirement, the same reference may be used.

Candidate's Name:

Candidate Requirement: The proposed Functional/Configuration Lead for the OPI ERP project must have participated as the functional/configuration lead in a successful implementation of at least one (1) referenceable federal, state or local account of similar size and scope.

Company Name:	**Contact Name:** **Primary or Alternate:**	**Contact Title:**	
Address:		**Contact Phone Number:** **Email Address:**	
Work / Project Name:		**Beginning Date of Experience (month/year):**	**Ending Date of Experience (month/year):**
Description of technical experience, capacity performed, and role that is related to services to be provided for this Work / Project:			

ATTACHMENT NINE
PERSONNEL PROFILE SUMMARY

CANDIDATE REQUIREMENTS
Technical Lead

Note: The offeror may duplicate this form as necessary to demonstrate the requirement. If another reference used to meet another requirement meets this particular requirement, the same reference may be used.

Candidate's Name:

Candidate Requirement: The proposed Technical Lead for the OPI ERP project must demonstrate experience as the technical lead on a minimum of one (1) referenceable federal, state or local account of similar size and scope.

Company Name:	**Contact Name:** **Primary or Alternate:**	**Contact Title:**	
Address:		**Contact Phone Number:** **Email Address:**	
Work / Project Name:		**Beginning Date of Experience (month/year):**	**Ending Date of Experience (month/year):**
Description of technical experience, capacity performed, and role that is related to services to be provided for this Work / Project:			

ATTACHMENT NINE
PERSONNEL PROFILE SUMMARY

CANDIDATE REQUIREMENTS
Technical Lead - continued

Note: The offeror may duplicate this form as necessary to demonstrate the requirement. If another reference used to meet another requirement meets this particular requirement, the same reference may be used.

Candidate's Name:

Candidate Requirement: The proposed Technical Lead for the OPI ERP project must have at least 36 months of relevant systems integration experience in at least one referenceable account of similar size and scope.

Company Name:	**Contact Name:** **Primary or Alternate:**	**Contact Title:**	
Address:		**Contact Phone Number:** **Email Address:**	
Work / Project Name:		**Beginning Date of Experience (month/year):**	**Ending Date of Experience (month/year):**
Description of technical experience, capacity performed, and role that is related to services to be provided for this Work / Project:			

ATTACHMENT NINE
PERSONNEL PROFILE SUMMARY

CANDIDATE REQUIREMENTS
Training Lead

Note: The offeror may duplicate this form as necessary to demonstrate the requirement. If another reference used to meet another requirement meets this particular requirement, the same reference may be used.

Candidate's Name:

Candidate Requirement: The offeror's proposed Training Lead must have participated as the training lead in a successful implementation of at least one (1) referenceable federal, state or local account of similar size and scope.

Company Name:	**Contact Name:** **Primary or Alternate:**	**Contact Title:**	
Address:		**Contact Phone Number:** **Email Address:**	
Work / Project Name:		**Beginning Date of Experience (month/year):**	**Ending Date of Experience (month/year):**
Description of technical experience, capacity performed, and role that is related to services to be provided for this Work / Project:			

ATTACHMENT NINE
PERSONNEL PROFILE SUMMARY

CANDIDATE REQUIREMENTS
Training Lead - continued

Note: The offeror may duplicate this form as necessary to demonstrate the requirement. If another reference used to meet another requirement meets this particular requirement, the same reference may be used.

Candidate's Name:

Candidate Requirement: The proposed Training Lead must demonstrate experience serving as the Training Lead on a minimum of one (1) project where the proposed software solution was implemented and for which the proposed Training Lead developed the training materials and provided the end-user training.

Company Name:	**Contact Name:** **Primary or Alternate:**	**Contact Title:**	
Address:		**Contact Phone Number:** **Email Address:**	
Work / Project Name:		**Beginning Date of Experience (month/year):**	**Ending Date of Experience (month/year):**
Description of technical experience, capacity performed, and role that is related to services to be provided for this Work / Project:			

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

Governing the Expenditure of Public Funds on Offshore Services

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

CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE:

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

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

1. **Name/Principal location of business of Contractor:**

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

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

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

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

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

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

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

_____	_____
(Name)	(Address, City, State, Zip)
_____	_____
(Name)	(Address, City, State, Zip)
_____	_____
Signature	Dated
_____	
Title	

ATTACHMENT TEN
STANDARD AFFIRMATION AND DISCLOSURE FORM - CONTINUED

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

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

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

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

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

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

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

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

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

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

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

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

(Name)	(Address, City, State, Zip)
(Name)	(Address, City, State, Zip)
Signature	Dated
Title	

ATTACHMENT TEN
STANDARD AFFIRMATION AND DISCLOSURE FORM - CONTINUED

Contractor also affirms, understands and agrees that Contractor and its subcontractors are under a duty to disclose to the State any change or shift in location of services performed by Contractor or its subcontractors before, during and after execution of any Contract with the State. Contractor agrees it shall so notify the State immediately of any such change or shift in location of its services. The State has the right to immediately terminate the contract, unless a duly signed waiver from the State has been attained by the Contractor to perform the services outside the United States.

On behalf of the Contractor, I acknowledge that I am duly authorized to execute this Affirmation and Disclosure form and have read and understand that this form is a part of any Contract that Contractor may enter into with the State and is incorporated therein.

By: _____
Bidder/Offeror

Print Name: _____

Title: _____

Date: _____

ATTACHMENT ELEVEN - COST SUMMARY
OHIO PENAL INDUSTRIES ENTERPRISE RESOURCE PLANNING (OPI ERP)

A. OPI ERP – IMPLEMENTATION SERVICES

OPI ERP – Implementation Services	Cost
1. Detailed Work Plan & Methodology	
2. Requirements Affirmation and Documentation	
3. User Configuration Management	
4. Design and Development of Customized Functionality	
5. Historical Data Conversion Services	
6. Transmittal Data Import Services	
7. Training and User Manuals	
8. User Acceptance Test (UAT)	
9. Implementation and Acceptance	
10. Post-Implementation Support	
Total OPI ERP – Implementation Services Cost:	$

B. OPI ERP – DATABASE ACCESS & TOOLS

OPI ERP – Database Access & Tools	Fee
{Insert Applicable Database Access/Licenses Description}	

Other (Please described in detail)	
Total OPI ERP – Software License Cost:	$

ATTACHMENT ELEVEN
COST SUMMARY - CONTINUED

C. OPI ERP – HOSTING SERVICES

OPI ERP – Hosting Services					
Monthly Hosting Services	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**
	7/1/16 – 6/30/17	**7/1/17 – 6/30/18**	**7/1/18 – 6/30/19**	**7/1/19 – 6/30/20**	**7/1/20 – 6/30/21**
Hosting and Maintenance Fees	$	$	$	$	$
	$	$	$	$	$
	$	$	$	$	$
	$	$	$	$	$
	$	$	$	$	$
Other (Please describe in detail)	$	$	$	$	$
Hosting Services by Fiscal Year:	$	$	$	$	$
Total Hosting Services for 5 Years:					$

Total Not To Exceed Fixed Price Costs (Total of A., B. and C.):	$

Note: Hosting Services for year one will commence upon final implementation and acceptance of the Contractor's ERP System Integration solution by the State. The offeror's hosting services costs will be prorated for year one dependent upon the final acceptance date. Hosting Services must be invoiced by the Contractor and payments made by the State as documented in Attachment Two: Work Requirements and Special Provisions.

ATTACHMENT ELEVEN
COST SUMMARY - CONTINUED

D. RATE CARD

The following table lists the positions that may be used in the IDAs. The amounts under "Total Cost for Evaluation" are scored as part of the RFP Cost Evaluation. The rate card contains different columns for commitment or actual spending levels that must be identified by Deliverables in the IDAs. The offeror must provide its most competitive rates for the identified positions. The hourly rate must be multiplied by the "Weight Value" to determine the Rate Card evaluation cost total. **Offerors are responsible for the accuracy of all formulas within the worksheet.** The State expects that the hourly rates provided in the 3 month and 6 month columns will reflect the longer commitment with a lower cost than the straight hourly rate.

Rate Card						
Position Title	**Hourly Rate**		**Weight Value**	**Total Cost for Evaluation**	**>3 Months (or IDA spend <$1M)**	**>6 Months (or IDA spend >$1M)**
Project / Advisory Positions						
Program Manager	$	x	1	$	$	$
Work Manager (e.g., Project Manager)	$	x	5	$	$	$
Functional/Configuration Lead (e.g., Business Analyst)	$	x	5	$	$	$
Technical Lead	$	x	5	$	$	$
Training Lead	$	x	5	$	$	$
Technical / Specialist Positions						
Trainer, End User	$	x	5	$	$	$
Trainer, Technology	$	x	5	$	$	$
Senior Analyst (Business or System)	$	x	3	$	$	$
Analyst (Business or System)	$	x	1	$	$	$
Senior Developer	$	x	3	$	$	$
Developer	$	x	1	$	$	$
Technical Integration Specialist	$	x	3	$	$	$
System / Database Administrator	$	x	1	$	$	$
Quality Assurance & Testing	$	x	3	$	$	$
Technical Writer	$	x	1	$	$	$

Rate Card - Evaluation Total				$		

ATTACHMENT ELEVEN
COST SUMMARY - CONTINUED

E. SERVICES

OPI ERP – Optional Services	Cost per Unit	Unit
Backup / Disaster Recovery Copies of OPI ERP Data		
Other (Please described in detail)		

Note: Unit – daily, weekly, monthly, each, etc.

<Service Provider>
Master Cloud Services Agreement
MCSA00

THIS MASTER CLOUD SERVICES AGREEMENT ("Agreement") is by and between _____ ("Service Provider"), having an office at _____, and the State of Ohio ("State"), through its Department of Administrative Services ("DAS"), having its principal place of business at 30 East Broad Street, 40th Floor, Columbus, OH 43215. The State and the Service Provider also are sometimes referred to jointly as the "Parties" or individually as a "Party". The effective date of this Agreement is the date it is signed on behalf of the State ("Effective Date").

1. General Information

1.1. Organization

This Agreement covers subscriptions to cloud services through one or more attachments ("Service Attachments") that describe the cloud offerings ("Services") that the Service Provider makes available to its Subscribing Entity by subscription and that it is authorized to sell to the State. The Service Attachments describe the Services the Service Provider offers under this Agreement, along with any special terms or conditions applicable only to those Services, descriptions of those Services, features, and all fees associated with such Services, as well as any other provisions to which the Parties have agreed with respect to the those Services. Such Service Attachments, when executed by the Parties, are incorporated into this Agreement and become a part hereof.

1.2. Subscribing Entities

A "Subscribing Entity" means State agencies, boards, and commissions that place requests through the State's Ordering System described in another section ("Orders") under this Agreement for any of the Services identified by one or more Service Attachments to this Agreement. And it includes other entities of the State, such as the legislative and judicial branches of State government and the independent offices of elected State officials that place Orders under this Agreement. It also means the Cooperative Purchasing Members, defined in the next section, that place Orders under this Agreement.

1.3. Cooperative Purchasing Members

"Cooperative Purchasing Members" are entities that qualify for participation in the State's cooperative purchasing program under Section 125.04 of the Ohio Revised Code ("ORC") and that have completed the steps necessary to participate in that program. They may include Ohio political subdivisions, such as counties, townships, municipal corporations, school districts, conservancy districts, township park districts, park districts created under Chapter 1545 of the ORC, regional transit authorities, regional airport authorities, regional water and sewer districts, and port authorities. They also may include any Ohio county board of elections, private fire companies, private, nonprofit emergency medical service organizations, and chartered nonpublic schools.

1.4. Term

The current General Assembly cannot commit a future General Assembly to any expenditure. Therefore, this Agreement along with all Service Attachments will automatically expire at the end of the State's current biennium, which is June 30, 2017.

1.5. Agreement – Renewal

The State may renew this Agreement in the next biennium by issuing written notice to the Service Provider of the decision to do so. Renewals will be initiated by the State in writing at least 30 days before the expiration of the then current Term. This expiration and renewal procedure will also apply to the end of any subsequent biennium.

1.6. Service Attachment(s) – Renewal

Along with renewal of this Agreement, the State may renew any or all Service Attachments for the next biennium by issuing written notice to the Service Provider of the decision to do so. Renewals will be initiated by the State at least 30 days before the expiration of the then current Term. This expiration and renewal procedure will also apply to any subsequent biennium.

After the first renewal, the Parties agree that pricing of Services under any Service Attachment may be renegotiated to reflect more favorable rates to the State. Upon termination of this Agreement, all rights of the Subscribing Entities to order new Services cease and the Service Provider may not fulfill any such requests for any Subscribing Entity under this Agreement. Further, all existing Service Attachments and all existing Orders under those Service Attachments also will terminate, except to the extent that the Service Provider has any prepaid Services to perform.

The Subscribing Entities have the option anytime during the Agreement's Term to upgrade to a new technology or Service offering with the Service Provider without incurring any charges for terminating the existing technology or Service offering before the agreed upon Term of the Subscribing Entity's Order ("Early Termination Charge"), if any such charge is provided for in the applicable Service Attachment.

1.7. Relationship of the Parties and Subscribing Entities

The Parties are independent contractors and nothing herein creates or implies an agency relationship, joint venture, or partnership between the Parties. The Service Provider and its officers, employees, contractors, and subcontractors who may attend meetings and work in other situations where their independent contractor status is not obvious to third parties must identify themselves as such to avoid creating an impression that they are State representatives. In addition, neither the Service Provider nor its officers, employees, contractors, or subcontractors may make any representation that they are acting, speaking, representing, or otherwise advocating any position, agreement, service, or otherwise on behalf of the State or any Subscribing Entity.

1.8. Dealers and Distributors

The State authorizes the Service Provider to name one or more dealers to work with the State on behalf of the Service Provider. But if the Service Provider decides to use any dealers, the Service Provider must submit the name, principal business address, addresses for Orders and for payments, telephone number, and its federal tax identification number. The Service Provider also must submit a completed W9 form for each dealer it wishes to name under this section. The Service Provider's submission must be on its official letterhead, signed by an authorized representative, and addressed to the address listed in Section 9.26.

In doing so, the Service Provider warrants that:

i. the Service Provider has provided the dealer with a copy of this Agreement, and a duly authorized representative of the dealer has agreed, in writing, to be bound by the terms and conditions in this Agreement.
ii. such agreement specifically provides that it is for the benefit of the State as well as the Service Provider.
iii. the Service Provider will remain liable under this Agreement for the Services of its dealers and will remedy any breach of any of its dealers under this Agreement.
iv. payments under this Agreement for the Services of any dealer may be made directly to that dealer, and the Service Provider will look solely to the dealer for any payments due to the Service Provider once the State has paid the dealer.
v. to the extent that there is any liability to the State arising from doing business with a dealer that has not signed the Agreement required under this section with the Service Provider, the Service Provider will indemnify the State for such liability.

If the Service Provider wants to designate a dealer that will not receive payments (a "distributor"), the Service Provider may do so by identifying the person or organization as a distributor in the authorizing letter. In such cases, information regarding taxpayer identification and payment addressing may be omitted, as may the distributor's W9 form. All other requirements and obligations for designating a dealer apply to designating a distributor.

The State strongly encourages the participation of small and disadvantaged businesses in its contracting programs and has created certification programs for Minority Business Enterprises (MBEs) and to Encourage Diversity Growth and Equity (EDGE) in State contracting.

1.9. Audits and Reports

During the Term of this Agreement and for three years after its termination, on reasonable notice and during customary business hours, the State may audit the Service Provider's records and other materials that relate to the Services performed under this Agreement, to any billing or invoices under the Agreement, or to pricing representations that the Service Provider made to acquire this Agreement. This audit right also will apply to the State's duly authorized representatives and any organization providing funding for any Order hereunder.

The Service Provider must make such records and materials available to the State within 15 days after receiving the State's written notice of its intent to audit the Service Provider's records and must notify the State as soon as the records are ready for audit.

If any audit reveals any material misrepresentation, overcharge to the State, or violation of the Terms of this Agreement, the State will be entitled to recover its damages, including the cost of the audit.

The State also may require various reports from the Service Provider related to the Services. Such reports include those identified in Section 7.6 and those identified in any Service Attachment. Further, the State will be entitled to any other reports that the Service Provider makes generally available to its other customers without additional charge. The State's rights under this section will apply to all Services provided to all Subscribing Entities under this Agreement, but a Subscribing Entity's rights to reports will apply solely to Services it orders or receives under this Agreement.

1.10. Subscribing Entities' Reliance on Agreement

Subscribing Entities may rely on this Agreement. But whenever a Subscribing Entity is a Cooperative Purchasing Member and relies on this Agreement to issue an Order, the Subscribing Entity will step into the shoes of the State under this Agreement for purposes of its Order, and, as to the Subscribing Entity's Order, this Agreement will be between the Service Provider and that Subscribing Entity. The Service Provider must look exclusively to that Subscribing Entity for performance, including but not limited to payment, and must hold the State harmless with regard to such Orders and the Subscribing Entity's performance. But the State, through DAS, will have the right to terminate this Agreement and seek such remedies on termination as this Agreement provides should the Service Provider fail to honor its obligations under an Order from any Subscribing Entity, whether a Cooperative Purchasing Member or not.

1.11. Third-Party Suppliers

The Service Provider must incorporate the costs of any third-party supplies and services in the Service Provider's fees identified on the applicable Service Attachment under this Agreement.

The Service Provider's use of other suppliers does not mean that the State will pay for them. The Service Provider will be solely responsible for payment of its suppliers and any claims of those suppliers for any failure of the Service Provider to meet its obligations under this Agreement in the required manner. The Service Provider will hold the State harmless and indemnify the State against any such claims.

The Service Provider assumes responsibility for all Services provided under this Agreement whether it or one of its suppliers provides them in whole or in part. Further, the Service Provider will be the sole point of contact with regard to contractual matters, including payment of all charges resulting from the Agreement and all Service requests.

1.12. Non-Exclusivity

This Agreement is non-exclusive and is not a requirements contract. Nothing herein prevents either Party from entering into similar agreements with other entities.

1.13. Competitive Pricing and Services

For the purposes of maintaining pricing and Service competitiveness through the Term of the Agreement, the Service Provider agrees to an annual joint review of its pricing and Service offerings. The annual review will include, but need not be limited to, a like-customer review wherein the Service Provider must provide an analysis that includes both retail and wholesale prices of the similar services it provides to other customers similar to the State to ensure the State and the Subscribing Entities are receiving cost-competitive and technologically competitive Services. Written amendments to the Service Attachments to reduce fees and introduce technological Service improvements may be submitted throughout the Term of the Agreement.

1.14. Conflict Resolution

If a Party is noncompliant with any term or condition of this Agreement or if a dispute arises under this Agreement, the Party raising the dispute may provide to the other Party written notice referencing this section and specifying the nature of the dispute (the "Dispute Notification"). The Parties then will seek to resolve the dispute in accordance with the procedures in this Section.

All disputes will be submitted first to the State's Contract Category Manager and the Service Provider's Account Manager (or equivalent) for resolution. For 15 days from receipt of the Dispute Notification ("Dispute Date"), the State's Contract Category Manager and Service Provider's Account Manager will meet in person or by telephone as often as is reasonably necessary to discuss and attempt to resolve the dispute in good faith.

If after the 15 days identified above, the State's Contract Category Manager and the Service Provider's Account Manager are unable to resolve the dispute, the Parties will then submit the dispute to the State's IT Contract Administrator and to the Service Provider's Sales Director (or equivalent) for resolution. For the next 15 days, the State's IT Contract Administrator and Service Provider's Sales Director will meet in person or by telephone as often as is reasonably necessary to discuss and attempt to resolve the dispute in good faith.

If following the 15 days in the previous section, the State's IT Contract Administrator and the Service Provider's Sales Director are unable to resolve the dispute, the Parties will then submit the dispute to the State's Chief Information Officer ("CIO") or a designee and to the Service Provider's Vice President of Sales (or equivalent executive) for resolution. For the next 15 days, the State's CIO and Service Provider's Vice President will meet in person or by telephone as often as is reasonably necessary to discuss and attempt to resolve the dispute in good faith. If the State's CIO and Service Provider's Vice President are unable to resolve the dispute within that time, the Parties will nevertheless continue to retain their rights to initiate formal proceedings hereunder.

The specific format for such discussions will be left to the discretion of the representatives of the State and Service Provider responsible for attempting to resolve the dispute, but each Party will involve the business and legal resources reasonably necessary to attempt in good faith to resolve the dispute at the earliest possible time and without undue delay.

If the Parties are unable to resolve the dispute and the dispute involves a claim that the Service Provider is noncompliant with its obligations hereunder or has overcharged for a Service, the State or affected Subscribing Entities may withhold payment for any Services that are the subject of the dispute until the Service Provider cures the noncompliance, the Parties arrive at an agreement to resolve the dispute, or a Party obtains a resolution in a court of competent jurisdiction.

Nothing in this Section is intended to limit the rights provided under Section 6 or be a prerequisite to exercising those rights.

Once the dispute has been resolved, any payments withheld will be handled in the following manner:

> If the resolution was in favor of the State or one or more Subscribing Entities, the Service Provider will issue a credit on the next invoice for the affected Subscribing Entities. If the credit exceeds the Service charges on the next invoice or an invoice will not be issued within 60 days of the resolution, the Service Provider will issue payment in the form of

a check in the amount exceeding the Service charges or for the full amount if an invoice will not be issued within 60 days. Any such checks must be issued within that 60-day period.

If in favor of the Service Provider, the affected Subscribing Entities will submit appropriate payment within 30 days of receiving notification of the resolution at the office designated to receive the invoice.

In either of the above cases, the amount or amounts withheld by the State or Subscribing Entity(s) will be taken into account in calculating any amount(s) due.

2. General Requirements for Cloud Services

2.1. Standards

All Service subscriptions must provide a Service that maintains a redundant infrastructure that will ensure access for all of the State's enrolled users in the event of failure at any one of the Service Provider locations, with effective contingency planning (including back-up and disaster recovery capabilities) and 24x7 trouble shooting service for inquiries, outages, issue resolutions, etc. All such Services must be dependable and provide response rates that are as good as or better than industry standards. They also must meet the Service Level Agreements ("SLAs") provided in the applicable Service Attachment and be supported with sufficient connectivity and computing resources to handle reasonably anticipated peak demand, and the Service Provider must ensure that sufficient bandwidth and computing resources are dedicated to the Services to meet peak demand times without material degradation in performance.

The Services must also operate at the moderate level baseline as defined in the National Institute of Standards and Technology ("NIST") 800-53 Rev. 4 moderate baseline requirements, be consistent with Federal Information Security Management Act ("FISMA") requirements, and offer a customizable and extendable capability based on open-standards APIs that enable integration with third party applications. Additionally, they must provide the State's systems administrators with 24x7 visibility into the services through a real-time, web-based "dashboard" capability that enables them to monitor, in real or near real time, the Services' performance against the established SLAs and promised operational parameters.

The Service Provider has and will continue to use its best efforts through quality assurance procedures to ensure that there are no viruses or malware or undocumented features in its infrastructure and Services and that they do not contain any embedded device or code (e.g., time bomb) that is intended to obstruct or prevent any use of or access to them by the Subscribing Entities. Notwithstanding any rights granted under the Agreement or at law, the Service Provider hereby waives under any and all circumstances any right it may have or may hereafter have to exercise electronic self help.

User access to the Services must be capable of being integrated with a Subscribing Entity's Active Directory (or other Lightweight Directory Access Protocol (LDAP) service) to support single sign-on capability for users and to ensure that every user is tied to an Active Directory or other LDAP account and to prevent user access when a user is disabled or deleted in the applicable Subscribing Entity's Active Directory or other LDAP service.

The Service Provider must obtain an annual *Statements on Standards for Attestation Engagements* ("SSAE") No. 16, Service Organization Control 1 Type 2, audit. The audit must cover all operations pertaining to the Services covered by this Agreement. The audit will be at the sole expense of the Service Provider and a copy of it must be provided to the State within 30 days of its completion each year.

At no cost to the State, the Service Provider must immediately remedy any issues, material weaknesses, or other items identified in each audit as they pertain to the Services.

2.2. Object Reassignment

Any Service subscriptions that are provided by the number of items that may be used by or in conjunction with it, such as nodes, users, or connections ("Objects"), may be reassigned to other, similar Objects within the Subscribing Entity at any time and without any additional fee or charge. For example, a named user subscription may be assigned to another user. But any such reassignment must be in conjunction with termination of use by or with the previous Object, if such termination is required to keep the total number of licensed Objects within the scope of the applicable subscription. Should a Subscribing Entity require a special code, a unique key, or similar item to reassign the subscription as contemplated by this section, the Service Provider will provide such a code, key, or similar item to the Subscribing Entity at any time and without a fee or charge. A later section in this Agreement governs assignment of a Subscribing Entity's subscription to any Service to a successor in interest.

2.3. Generated Files

"Generated Files" are files storing information, instructions, or data that a Subscribing Entity creates or modifies using the Service Provider's Services and in which the data or other information was provided or created by a Subscribing Entity. Such Generated Files are also included in the definition of "Subscribing Entity's Data" in a later section of this Agreement. Examples of such files could include, among others, text files generated with a word processor, data tables created with a database engine, and image files created with a graphics application. Applications consisting of instruction sets created with a programming language that the Service Provider provided to a Subscribing Entity also would be considered Generated Files. As between the Subscribing Entity and the Service Provider, the Subscribing Entity will own all Generated Files that the Subscribing Entity prepares by using the Services, excluding such portions of the Generated Files that consist of embedded portions of the Software. The Service Provider or its licensors will retain ownership of any portions of the Software

embedded into Generated Files. But the Service Provider grants to the Subscribing Entity a nonexclusive, royalty-free right to reproduce and distribute to third parties any portions of the intellectual property embedded in any Generated Files that the Subscribing Entity creates while using the Services in the manner in which the Services are designed to be used. In the Subscribing Entity's distribution of the Generated Files, the Subscribing Entity may not use the Service Provider's name, logo, or trademarks, except to the extent that such are incorporated in such Generated Files by the design of a Service when used as intended.

2.4. Service Provider Warranties

The Service Provider warrants that:

i. it has validly entered into this Agreement and has the legal power to do so,
ii. the Services will perform materially in accordance with the applicable user guide and the requirements of this Agreement,
iii. subject to any limitations specified in the applicable Service Attachment, the functionality of the Services will not be materially decreased during a subscription Term, and
iv. it will not transmit viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs ("Malicious Code") to a Subscribing Entity, provided it is not a breach of this subpart ,

For any breach of a warranty above, the State's and individual Subscribing Entities' remedies will be as provided in the section of this Agreement dealing with termination.

Failure of the Service Provider to meet any SLAs in an applicable Service Attachment will not be considered a breach of this warranty section unless the State reasonably determines that the failure is persistent or extended in duration.

Note: Any terms and conditions that may be incorporated in a User Guide that conflicts with the MCSA or SA, the MCSA and SA will prevail.

2.5. State and Subscribing Entities Responsibilities

The State and each Subscribing Entity will be responsible for their respective compliance with this Agreement. Additionally, each Subscribing Entity will:

i. be responsible for the accuracy, quality, and legality of its data and of the means by which the data was acquired,
ii. use commercially reasonable efforts to prevent unauthorized access to or use of the Services to which it subscribes and notify the Service Provider promptly of any unauthorized access or use of which it becomes aware, and
iii. use the Services only in accordance with the applicable user guide, to the extent it is not inconsistent with this Agreement, applicable laws, and government regulations.
iv. because of the sensitive nature of performing security and compliance checks on Assets, The State represents and warrants that The State has full right, power, and authority to consent to have the Service test for vulnerabilities, compliance checking, or, as applicable, malware ("scan") the Assets identified to Service Provider for scanning, whether electronically or by any other means, whether at the time of initial Registration or thereafter, and
v. The State may access the Service's user interface to reproduce solely for The State's own internal business purposes only such vulnerability, configuration checks and/or malware test results as set forth in the Reports.

A Subscribing Entity may not:

i. intentionally make the Services available to anyone other than its employees and contractors acting on the State's behalf,
ii. sell, resell, rent or lease the Services,
iii. use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights,
iv. intentionally use the Services to store or transmit Malicious Code,
v. intentionally interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or
vi. attempt to gain unauthorized access to the Services or their related systems or networks.

3. Insurance, Indemnification, Limitation of Liability

3.1. Insurance

The Service Provider must provide the following insurance coverage at its own expense throughout the Term of this Agreement to the State:

i. Workers' compensation insurance, as required by Ohio law, and if some work will be done outside Ohio, the laws of the appropriate states where work will be done. The Service Provider also must maintain employer's liability insurance with at least a $1,000,000.00 limit.

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

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

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

iii. Commercial Automobile Liability insurance with a combined single limit of $500,000. The policy must be endorsed to include a waiver of subrogation.

iv. Professional Liability insurance covering all staff with a minimum limit of $1,000,000 per incident and $3,000,000 aggregate. If the Service Provider's policy is written on a "claims made" basis, the Service Provider 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 Service Provider must purchase and maintain "tail" coverage through the applicable statute of limitations.

All certificates 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 and must identify this Agreement. All carriers must have at least an "A-" rating by A.M. Best.

Any Subscribing Entity that is a Cooperative Purchasing Member that Orders Services also may require a certificate of insurance from the Subscribing Entity naming it as an additional insured.

Whenever a Subscribing Entity locates its equipment at facilities owned or controlled by the Service Provider or one of its contractors, the Service Provider must maintain:

i. property insurance insuring the equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement used by the Service Provider for its own property or that in common use in the industry, and any other risks reasonably required and covered by the Service Provider's insurance. The coverage must be in an amount at least equal to the reasonable replacement value of the equipment, and
ii. workers' compensation coverage as required by the laws of the State in which the equipment is located. The Service Provider must furnish evidence of the coverage throughout each Order's Term.

All such insurance must be with insurers that are authorized to issue such insurance in the state. All such property insurance shall name the applicable Subscribing Entity as the loss payee. All such insurance also must contain a provision to the effect that it cannot be canceled or modified without first giving written notice thereof to the Service Provider and the applicable Subscribing Entities without at least 30 days written notice. Such changes may not become effective without the applicable Subscribing Entities' prior written consent.

3.2. Indemnification for Bodily Injury and Property Damage

The Service Provider must indemnify the State and the Subscribing Entities against all liability or expense resulting from bodily injury to any person (including death) or damage to property arising out of its performance under this Agreement, provided such bodily injury or property damage is due to the negligence or other tortious conduct of the Service Provider, its employees, agents, or subcontractors.

3.3. Indemnification for Infringement

The Service Provider will release, protect, indemnify, defend, and hold the State and the Subscribing Entities harmless from and against any claims of infringement by any third parties based on any Service provided under this Agreement. Any defense of the State or a State Subscribing Entity requires and is subject to the approval and consent of the Ohio Attorney General. Any such defense will be at the Service Provider's sole cost and expense. Further, the Service Provider will indemnify the State and Subscribing Entities for any liability resulting from any such claims, demands, or suits, as well as hold the State and the Subscribing Entities harmless for the Service Provider's liability, losses, and damages resulting from such. This obligation of defense and indemnification will not apply where the State or a Subscribing Entity has modified or misused the Service and the claim or the suit is based on the modification or misuse. The State or affected Subscribing Entity or Entities agrees to give the Service Provider notice of any such claim as soon as reasonably practicable and to allow the Service Provider to control the defense of any such claim, upon consultation with and the approval of the Office of the State's Attorney General.

If a successful claim of infringement is made, or if the Service Provider reasonably believes that an infringement or similar claim that is pending actually may succeed, the Service Provider will do one of the following four things as soon as reasonably possible to avoid or minimize any interruption of the Subscribing Entities business:

i. Modify the offending Service so that it is no longer infringing but provides substantially the same functionality as before the modification;
ii. Replace the offending Service with an equivalent or better offering;
iii. Acquire the right for the Subscribing Entities to use the infringing Service as it was intended for the Subscribing Entities to use under this Agreement; or
iv. Terminate the infringing Service and refund the amount the Subscribing Entities paid for the Service and the amount of any other Service that requires the availability of the infringing Service for it to be useful to the Subscribing Entities.

3.4. Limitation of Liability - State

The State's and Subscribing Entities' combined total liability for damages, whether in contract or in tort, will not exceed two times the amount of compensation payable to Service Provider for the previous 12 months of Service related to the Service Attachment under which the damages occurred or the amount of direct damages incurred by the Service Provider, whichever is less.

3.5. Limitation of Liability - Service Provider

The Service Provider will be responsible for any liability, claims, losses and damages arising out of the performance of this Agreement provided such liability, claim, loss or damage is due to the fault or negligence of the Service Provider, its employees, agent, subcontractors or affiliates.

NOTWITHSTANDING THE PREVIOUS SENTENCE AND EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY, ITS AFFILIATES OR CONTRACTORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

4. Confidentiality and Handling of Data

4.1. Confidentiality

The State may disclose to the Service Provider 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 Service Provider will remain with the State. The Service Provider 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 interests of the public, other contractors or potential contractors with the State, or individuals or organizations about whom the State keeps information. The Service Provider may not disclose any Confidential Information to third parties and must use it solely to perform under this Agreement.

If any Service delivered under this Agreement contains data, documentation, or other written information that is confidential in nature and properly labeled as such, then it also will be Confidential Information for purposes of this section. The State will keep all such Confidential Information in confidence and will not use it other than as authorized under this Agreement. Nor will the State disclose any such Confidential Information to any third party without first obligating the third party to maintain the secrecy of the Confidential Information.

If one party discloses Confidential Information ("Disclosing Party") to the other party to this Agreement ("Receiving Party"), the Receiving Party's obligation to maintain the confidentiality of the Confidential Information will not apply where such:

i. was already in the possession of the Receiving Party without an obligation of confidence;
ii. is independently developed by the Receiving Party, provided documentary evidence exists to support the independent development;
iii. except as provided in the next paragraph, is or becomes publicly available without a breach of this Agreement;
iv. is rightfully received by the Receiving Party from a third party without an obligation of confidence;
v. is disclosed by the Receiving Party with the written consent of the Disclosing Party; or
vi. is released under a valid order of a court or governmental agency, provided that the Receiving Party:

    a. Notifies the Disclosing Party of the order immediately upon receipt of it, unless it is legally prohibited from doing so; and
    b. Makes a reasonable effort to obtain a protective order from the issuing court or agency limiting the disclosure and use of the Confidential Information solely for the purposes intended to be served by the original order of production.

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, is nevertheless sensitive in nature and may not be disclosed or used in any manner except as expressly authorized in this Agreement. Therefore, item (iii) in the preceding paragraph does not apply, and the Service Provider must treat such information as Confidential Information whether it is available elsewhere or not.

The Receiving Party must return all originals of any Confidential Information and destroy any copies it has made on termination or expiration of this Agreement.

The disclosure of the Confidential Information of the Disclosing Party in a manner inconsistent with the Terms of this provision may cause the Disclosing Party irreparable damage for which remedies other than injunctive relief may be inadequate, and each Receiving Party agrees that in the event of a breach of the Receiving Party's obligations hereunder, the Disclosing Party will be entitled to seek temporary and permanent injunctive relief to enforce the provisions of this Agreement without the necessity of proving actual damages. However, this provision does not diminish or alter any right to claim and recover damages.

This Agreement is not Confidential Information. All its terms and conditions, including pricing and any attachments, represent public information.

4.2. Public Records Requests.

Should the Service Provider receive any public records request with respect to any Subscribing Entity's Data, the Service Provider will immediately notify the affected Subscribing Entity or Entities and fully cooperate with the affected Subscribing Entity or Entities as it or they direct.

4.3. Handling of Subscribing Entity's Data

"Subscribing Entity's Data" is any information, data, files, or software that a Subscribing Entity uses or stores on or in conjunction with the Services, including but not limited to Generated Files. The Service Provider must use due diligence to ensure computer and telecommunications systems and Services involved in storing, using, or transmitting Subscribing Entity's Data are secure and to protect that data from unauthorized disclosure, modification, or destruction. To accomplish this, the Service Provider must comply with all applicable National Institute of Standards and Technology ("NIST") standards for Moderate Impact systems and:

i. apply appropriate risk management techniques to ensure security for all sensitive data, including but not limited to any data identified as Confidential Information elsewhere in this Agreement.
ii. ensure that its internal security policies, plans, and procedures address the basic security elements of confidentiality, integrity, and availability.
iii. maintain plans and policies that include methods to protect against security and integrity threats and vulnerabilities, as well as detect and respond to those threats and vulnerabilities.

iv. maintain appropriate identification and authentication process for information systems and services associated with Subscribing Entity's Data.
v. maintain appropriate access control and authorization policies, plans, and procedures to protect system assets and other information resources associated with Subscribing Entity's Data.
vi. implement and manage security audit logging on information systems, including computers and network devices.

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

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

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

The Service Provider must have a business continuity plan in place. The Service Provider must test and update the IT disaster recovery portion of its business continuity plan at least annually. The plan must address procedures for response to emergencies and other business interruptions. Part of the plan must address backing up and storing data at a location sufficiently remote from the facilities at which the Service Provider maintains Subscribing Entity's Data in case of loss of that data at the primary site. The plan also must address the rapid restoration, relocation, or replacement of resources associated with Subscribing Entity's Data in the case of a disaster or other business interruption. The Service Provider's business

continuity plan must address short- and long-term restoration, relocation, or replacement of resources that will ensure the smooth continuation of operations related to Subscribing Entity's Data. Such resources may include, among others, communications, supplies, transportation, space, power and environmental controls, documentation, people, data, software, and hardware. The Service Provider also must provide for reviewing, testing, and adjusting the plan on an annual basis.

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

Any encryption requirement identified in this provision must meet the NIST standards identified above.

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

In case of an actual security breach that may have compromised Subscribing Entity's Data, including but not limited to loss or theft of devices or media, the Service Provider must notify the Subscribing Entity in writing of the breach within 24 hours of the Service Provider becoming aware of the breach, and fully cooperate with the Subscribing Entity to mitigate the consequences of such a breach. This includes any use or disclosure of the Subscribing Entity's Data that is inconsistent with the Terms of this Agreement and of which the Service Provider becomes aware, including but not limited to, any discovery of a use or disclosure that is not consistent with this Agreement by an employee, agent, or subcontractor of the Service Provider.

The Service Provider must give affected Subscribing Entities full access to the details of the breach and assist each Subscribing Entity in making any notifications to potentially affected people and organizations that the affected Subscribing Entities deem are necessary or appropriate. The Service Provider must document all such incidents, including its response to

them, and make that documentation available to the affected Subscribing Entities on request. In addition to any other liability under this Agreement related to the Service Provider's improper disclosure of Subscribing Entity's Data, and regardless of any limitation on liability of any kind in this Agreement, the Service Provider will be responsible for acquiring one year's identity theft protection service on behalf of any individual or entity whose personally identifiable information is compromised while it is in the Service Provider's possession. Such identity theft protection must be reasonably acceptable to the State.

All Subscribing Entity's Data will remain the property of the Subscribing Entity. The Service Provider must ensure that the Subscribing Entity retains access and download capability for purposes of retrieving its data for research, investigation, transfer, or migration to other systems.

All Subscribing Entity's Data at rest in systems supporting the Service Provider's Services must reside within the contiguous United States with a minimum of two data center facilities at two different and distant geographic locations and be handled in accordance with the requirements of this section at all Service Provider locations.

4.4. Subscribing Entity Responsibilities

Each Subscribing Entity will be responsible for its compliance with this Agreement, be responsible for the accuracy, quality, and legality of its Subscribing Entity's Data and of the means by which it acquired that Subscribing Entity's Data, use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify the Service Provider promptly of any unauthorized access or use of which it becomes aware. Further, the Subscribing Entity will use the Services only in accordance with the applicable user guide(s), to the extent not inconsistent with the Subscribing Entity's rights under this Agreement and any applicable Service Attachments, and applicable laws and government regulations.

Further, a Subscribing Entity may not intentionally make the Services available to anyone other than its employees and its contract personnel, unless the applicable Service or Services are designed to be publically facing or intended for interaction with clients of the Subscribing Entity (e.g., hosted web sites), sell, resell, rent, or lease the Services, use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights. The Subscribing Entities also may not intentionally use the Services to store or transmit Malicious Code, intentionally interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or attempt to gain unauthorized access to the Services or their related systems or networks.

5. Orders, Requesting Service, Delivery, Acceptance, Termination, and Modification

5.1. Acceptance

The acceptance procedure for setup or installation of the Services will be a review by the Subscribing Entity acquiring the Service to ensure that it meets the performance standards and other requirements in the applicable Service Attachment and that the setup or installation has been done in a professional manner and that the Service itself meets all requirements. For other Services, the acceptance procedure will be a review by the Subscribing Entity to ensure the Service complies with the performance requirements in the applicable Service Attachment. In addition to the requirements of the applicable Service Attachment, if ordering documents such as a Statement of Work (SOW) are authorized in that Service Attachment, the review will include any additional requirements in that Order. The Subscribing Entity will have up to 15 days after the setup, installation, or establishment of the Service to do this. The Subscribing Entity will not issue a formal letter of acceptance, unless otherwise specified in the applicable Service Attachment, and passage of 15 days will imply acceptance, though the Subscribing Entity will issue a notice of noncompliance if set up or installation or other Service does not meet the requirements in this Agreement.

If the Subscribing Entity issues a noncompliance letter, the Service Provider will have 30 days to correct the problems listed in the letter. If the Subscribing Entity has issued a noncompliance letter, the Service, installation, or set up will not be accepted until that Subscribing Entity 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 Subscribing Entity will issue the acceptance letter within 15 days after all defects have been fixed. If the Service Provider fails to correct the defect(s), the applicable Order(s) will terminate without cost or obligation to the Subscribing Entity.

The applicable Service Attachment may provide additional or alternative acceptance procedures, but no Order may change the acceptance process.

5.2. Service, Termination, or Modification

All Orders for Service, as well as any termination of an Order or modification to an Order, including termination, must be made through the State's Ordering System.
Therefore, the Service Provider must notify the State when an Order is received that was placed outside the State's Ordering System and the Service Provider will not accept the Order. If a Service Provider accepts an Order outside the State's Ordering System the State or the Subscribing Entity may either withhold payment for the unverified Order or require termination of the Service under the unverified Order without cost or obligation to the State or the Subscribing Entity.

The Service Provider agrees to keep Subscribing Entities' Orders updated and current in the State's Ordering System.

The Service Provider is responsible for processing all Orders, billing, payments, cancellations, changes, and receiving and managing all Service calls in a consolidated manner. In this regard, the Service Provider must act as the sole point of contact for all Services under this Agreement and any related Service Attachments for all Subscribing Entities. The Service Provider may not require a Subscribing Entity to contact any of the Service Provider's third-party suppliers or otherwise transact business directly with such suppliers for any Services ordered under this Agreement, and in all respects, the Service Provider must maintain a seamless, single-point-of-contact business relationship with each Subscribing Entity for the Services ordered under this Agreement.

6. Termination – Agreement, Service Attachments, Orders

6.1. Termination by the State

The Service Provider must comply with all terms and conditions of this Agreement. If the Service Provider fails to perform any one of its obligations under this Agreement, it will be in default, and the State may proceed in any or all of the following ways:

I. the State may terminate this Agreement, the applicable Service Attachment(s), or the affected Order(s) under this Agreement;
II. the State may withhold payment for any affected Service until the Service Provider cures the noncompliance or the Parties arrive at an agreement as to the corrective action for the noncompliance; or
III. the State may file a complaint for damages with a court of competent jurisdiction in Ohio.

The State also may terminate this Agreement or any Service Attachments for its convenience with 30 days written notice to the Service Provider. In any such event, each Subscribing Entity must pay for all accrued and unpaid charges for Services and any fee specified in the affected Service Attachment(s) for early termination ("Early Termination Charge"), if applicable.

If the termination of the Agreement or any Service Attachment(s) is for cause, then neither the State nor any Subscribing Entities will be liable for any Early Termination Charge outlined in any affected Service Attachments. And the Service Provider will fully cooperate in any disentanglement efforts any Subscribing Entity reasonably requests at no cost to the requesting Subscribing Entity or Entities.

The State's funds are contingent upon the availability of lawful appropriations by the Ohio General Assembly. If the General Assembly fails at any time to continue funding for the payments and other obligations due as part of this Agreement, the State's obligations under this Agreement will terminate as of the date the funding expires without further obligation of the State, including but not limited to any Early Termination Charge outlined in any affected Service Attachments.

6.2. Termination of Orders by Subscribing Entity or Service Provider

Under this Agreement, specific Orders also may be terminated by either a Subscribing Entity or the Service Provider, as follows:

6.2.1. By a Subscribing Entity

A Subscribing Entity may terminate Service under any Order it has placed, and it may do so at any time for any or no reason. The Subscribing Entity will be liable for charges accrued but unpaid as of the termination date, as well as any Early Termination Charge outlined in the appropriate Service Attachments.

If the Subscribing Entity's funds are contingent upon the availability of lawful appropriations by the Ohio General Assembly or other governmental body, and the General Assembly or other governmental body fails at any time to continue funding for the payments and other obligations due under an Order, the Subscribing Entity's obligations with respect to that Order will terminate as of the date the funding expires, and the Subscribing Entity will have no further obligation with respect to such Order, including but not limited to any Early Termination Charge outlined in any affected Service Attachments.

If a termination of any Service under one or more Orders is for cause or non-appropriation of funds, as described in this Section 6, the Subscribing Entity will not be liable for any Early Termination Charge, if such are otherwise applicable to the Service or Services so terminated. If the termination is for cause, the Service Provider will fully cooperate in any disentanglement efforts the Subscribing Entity reasonably requests at no cost to the Subscribing Entity.

6.2.2. By the Service Provider

If a Subscribing Entity materially defaults in the performance of any of its duties or obligations under this Agreement, the Service Provider, by giving at least 30 days prior written notice, may cancel any affected Services provided to that Subscribing Entity under this Agreement.

If the Subscribing Entity cures the default to the satisfaction of the Service Provider and before the cancellation of Service date, the Order will remain in full force and effect.

If the Subscribing Entity fails to cure, then the Subscribing Entity will remain liable for charges accrued but unpaid as of the cancellation date and any Early Termination Charge as outlined in the appropriate Service Attachment(s), if applicable.

7. Financial – Fees, Claims and Disputes, Billing, and Payment

7.1. Fees

All applicable charges are fully documented in the appropriate Service Attachment(s). The Subscribing Entity will not be responsible for any charges not documented in the applicable Service Attachment(s) nor will the Subscribing Entity be responsible for any charges waived by the Service Provider in this Agreement or the applicable Service Attachment(s).

Subscribing Entities are not subject to increases in fees during the Term of this Agreement.

Subscribing Entities are not responsible for any charges from the Service Provider's third-party suppliers for any Services ordered under this Agreement, unless an applicable Service Attachment expressly provides otherwise. In this regard, the Service Provider is the seller or reseller of all Services covered by this Agreement, and any payments due to the Service Provider's third-party suppliers for Services under this Agreement are included in the Service Provider's fees specified in the applicable Service Attachment, unless that Service Attachment expressly provides otherwise.

7.2. Billing

Invoices will be issued at the Order level, but the Subscribing Entity may require a recap at the agency, division, or district level based on the organizational structure of the Subscribing Entity.

Invoices must be submitted to the office designated in the State's Ordering System as the "bill to address". The invoice must be submitted within 60 days of the Service. If the Subscribing Entity does not receive the invoice within the 60 days of the date of Service, the Subscribing Entity will be entitled to deny payment of the invoice.

A proper invoice must include the following information and/or attached documentation:

i. name and address of the Service Provider as designated in this Agreement;
ii. Federal Tax Identification Number of the Service Provider as designated in this Agreement;
iii. invoice remittance address as designated in the Agreement; and
iv. a sufficient description of the Services to allow the Subscribing Entity to identify the Services and perform an audit of the Services.

7.3. Payment

Payments for Services under this Agreement will be due on the 30th calendar day after the actual receipt of a proper invoice in the office designated to receive the invoice.
The Service Provider agrees to receive payment from approved vouchers by electronic fund transfer ("EFT") for Subscribing Entities that rely on them to make payment. The Service Provider will cooperate with Subscribing Entities in providing the necessary information to implement EFT. The date the EFT is issued in payment will be considered the date payment is made, or if a Subscribing Entity does not use an EFT process, the date its check or warrant is issued in payment will be considered the date payment is made.

7.4. State Reporting Requirements

The Service Provider must provide the State with a recap of all Services provided to the Subscribing Entities on a monthly basis. Additional, specific reporting data requirements may be outlined in the Service Attachment(s).

7.5. Service Level Guarantee and Credits

The Service Provider will issue a credit allowance to any Subscribing Entity affected by a Service outage, as defined in the Service Level Agreement contained in the applicable Service Attachment. The credit will appear on the affected Subscribing Entity's next invoice, or if the Subscribing Entity so requests, the Service Provider will issue a check to the Subscribing Entity as payment within 30 days of the request.

7.6. Cost Recovery

The Service Provider must pay a Cost Recovery Fee to the State to cover the estimated costs the State will incur administering this Agreement and the Services offered under it.

The Cost Recovery Fee will be 2% of the total quarterly sales reported under this Agreement to all Subscribing Entities, including all State-level entities and all Cooperative Purchasing Members. The Cost Recovery Fee is included in the prices reflected on the Service Attachment and the Service Provider may not add a surcharge to orders under this contract to cover the amount of the Cost Recovery Fee. The State will generate notification to the Service Provider via email on the last day of the calendar quarter advising the Service Provider to complete a revenue reporting form provided by the State within 30 days after the close of the quarter. The State may compare the form provided by the Service Provider to information in the State's accounting system, the State's Ordering System, and other records for purposes of verifying the accuracy of the form.

- Examples of calculation of a Cost Recovery Fee:
  (Log-In and Password Established for Cost Recovery Contact to Report Sales)

1) (State Entities Only Example)

FY14				
Quarter	Revenue State Agencies	Revenue Local Governments	Revenue Share Due	Reported by
Q1	$ 79,193	$ 0	$ 1,584	"Name of Contact"
Q2	$ 10,392	$ 0	$ 208	"Name of Contact"
Q3	$ 209,105	$ 0	$ 4,182	"Name of Contact"
Q4	$ 74,970	$ 0	$ 1,499	"Name of Contact"

2) (State Entities and Cooperative Purchasing Member Sales Example)

FY14				
Quarter	Revenue State Agencies	Revenue Local Governments	Revenue Share Due	Reported by
Q1	$ 79,193	$ 20,963	$ 2,003	"Name of Contact"
Q2	$ 10,392	$ 4,197	$ 292	"Name of Contact"
Q3	$ 209,105	$ 63,210	$ 5,446	"Name of Contact"
Q4	$ 74,970	$ 1,471	$ 1,529	"Name of Contact"

3) (Reporting $0 Sales to both State Entities and Cooperative Purchasing Members)
Note: Reporting still required although sales reported for quarter - $0

FY14				
Quarter	Revenue State Agencies	Revenue Local Governments	Revenue Share Due	Reported by
Q1	$ 0	$ 0	$ 0	"Name of Contact"
Q2	$ 0	$ 0	$ 0	"Name of Contact"
Q3	$ 0	$ 0	$ 0	"Name of Contact"
Q4	$ 0	$ 0	$ 0	"Name of Contact"

The Service Provider must remit to the State the 2% Cost Recovery Fee within 30 days of receipt of the notice from the State by check to the State of Ohio, Office of Information Technology. The check must be made payable to the Treasurer, State of Ohio, and must be sent to the State at the following address:

Department of Administrative Services
L-3686
Columbus, OH 43260-3686

The State will direct the Service Provider to the State's in-house reporting system to enter all reporting information to include all State entity sales as well as Cooperating Purchasing sales. To ensure that the payment is credited properly, the Service Provider must identify the check as a State of Ohio Cost Recovery Fee and reference this Master Cloud Service Agreement and the supporting Cost Recovery Report. Credit of the Cost Recovery Fee will begin in the month of execution of this Agreement.

If the full payment of the Cost Recovery fee 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 offset any unpaid cost recovery 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 Cost Recovery. Additionally if the Contractor fails to pay the Cost Recovery in a timely manner, the failure will be considered a breach of this Contract, and the State may terminate this Contract for cause and seek damages to the full extent of applicable Ohio law.

The Service Provider Revenue Share contact person for this section will be:

Name:
Phone Number:
Email Address:

8. Support

8.1. Service Support Generally

During the Term of any Order, the Service Provider will provide the Subscribing Entity with telephonic assistance and advice for using all Services covered by the Order. The Service Provider also will provide troubleshooting and problem resolution by developing and providing fixes or patches for errors in any software it provides and contract with any third party providing software that supports the Services for the same. As part of the support the Service Provider provides in exchange for the applicable fee, the Service Provider also will keep all software current by installing all relevant service packs and patches as well as all updates and new releases and versions of the software as soon as reasonably possible. The Service Provider also will keep its own software offering compatible with any updated third-party software that is part of the Services or supports the Services. The manner in which the Service Provider provides support will be governed by the Service Provider's policies and programs described in the applicable documentation or other materials that the Service Provider uses to notify its customers

generally of such policies. But regardless of the Service Provider's policies and programs, unless otherwise agreed in the applicable Service Attachment, in all cases such support must comply with the requirements of this Agreement and the applicable Service Attachment(s). And the Service Provider must provide the support in a competent, professional, and timely manner.

8.2. Equipment Support Generally

For any equipment used to provide the Services, remedial equipment maintenance by the Service Provider will be completed within eight business hours after notification by the Subscribing Entity that maintenance is required. In the case of preventative maintenance, the Service Provider will perform such in accordance with the manufacturer's published schedule and specifications. If maintenance is not completed within eight hours after notification by the Subscribing Entity, the Service Provider will be in default. Failure of the Service Provider to meet or maintain these requirements will provide the Subscribing Entity with the same rights and remedies as specified elsewhere in this Agreement for default, except that the Service Provider will only have eight hours to remedy a default. Nothing contained herein will limit the application of any credits for failure to meet any service level agreements in the applicable Service Attachment. The Service Provider will provide adequate staff to provide the maintenance required by this Agreement.

8.3. Adjustments

A Subscribing Entity may acquire subscriptions that are based on the number of users, nodes, computers, processors, or other counts of Objects covered by an Order ("Objects"). In any such cases, the Subscribing Entity may request that the fees for a subscription renewal be calculated based on fewer Objects than included in the previous Order, with an appropriate adjustment in the applicable fee(s). Despite the reduction, fees for the remaining Objects may not be increased over the applicable fees from the previous Order.

During an Order's duration ("Order Term"), a Subscribing Entity may increase the volume of its Order (e.g., add additional users) without increasing the Order Term. The cost of any addition Objects or similar increase in usage must be prorated to reflect the time remaining in the Order Term rather than be based on the full Order Term.

8.4. Support Parameters

A Subscribing Entity may initiate support requests for problems it encounters with the Software by telephone, email, Internet, or fax, and the Service Provider must maintain lines of communication that support all four forms of communication. The Service Provider must make support available 24 hours a day, seven days per week (the "Support Window"), and it must do so by staffing its support function with an adequate number of qualified personnel to handle its traditional volume of calls. Further, the Service Provider must maintain at least one support center in North America with adequate English-speaking

support personnel. The applicable Service Attachment(s) may provide for different support periods. A Subscribing Entity's technical staff may contact any support center that the Service Provider maintains, and they may choose to do so based on convenience, proximity, service hours, languages spoken, or otherwise.

8.5. Incident Classification

The Service Provider must classify and respond to support calls by the underlying problem's effect on a Subscribing Entity. In this regard, the Service Provider may classify the underlying problem as critical, urgent, or routine. The guidelines for determining the severity of a problem and the appropriate classification of and response to it are described below.

The Service Provider must designate a problem as "critical" if the Service is functionally inoperable, the problem prevents the Service or a major component or function of it from being used in production mode or there is significant potential for data integrity problems. This classification assumes there is no existing patch for the problem. The Service Provider must classify a problem as "urgent" if the underlying problem significantly degrades the performance of the Service or a major function or component of it or materially restricts a Subscribing Entity's use of the Service in a production mode. A problem also will be considered urgent if a commonly used feature often generates application errors, causes the Service to freeze, locks up the computer on which the Service is running, or otherwise routinely does not work as intended. Classification of a problem as urgent rather than critical assumes that an affected Subscribing Entity still can conduct business with the Service and response times are consistent with the needs of the Subscribing Entity for that type of Service. As with the critical classification, the urgent classification assumes there is no existing patch or acceptable workaround procedure for the problem. Finally, the Service Provider may classify a support call as "routine" if the underlying problem is a question on end use or configuration of the Service. It also may be classified as routine when the problem does not materially restrict a Subscribing Entity's use of the Service in its production environment, such as when a feature or combination of features generates minor or rare errors. Also, if any problem that otherwise should be classified as critical or urgent can be solved either by a known workaround or an existing patch that does not materially interfere with a Subscribing Entity's use of the Service, the problem may be treated as routine.

The Service Provider must apply the above classifications in good faith to each call for support, and the Service Provider must give due consideration to any request by a Subscribing Entity to reclassify a problem, taking into account the Subscribing Entity's unique business and technical environments and any special needs it may have.

8.6. Incident Response

The Service Provider must respond to critical problems by ensuring that appropriate managerial personnel are made aware of the problem and that they actively track and expedite a resolution. The Service Provider must assign support or development personnel at the appropriate level to the problem, and those personnel must prepare a work plan for the problem's

expeditious resolution. The work plan must assume that the Service Provider's appropriate staff will work without material interruption until the problem is resolved properly. At the request of an affected Subscribing Entity, the Service Provider's personnel must maintain daily contact with the Subscribing Entity's technical staff to keep the Subscribing Entity abreast of efforts being made to solve the problem. The Service Provider also must provide the Subscribing Entity's technical staff with direct access to the Service Provider's support personnel and product development personnel, if appropriate, who are assigned to the problem.

The Service Provider must respond to urgent problems by having its product development and support personnel work in concert to develop a fix or a workaround. If requested, the Service Provider's support personnel must maintain regular contact with the affected Subscribing Entities to keep their technical staff abreast of progress toward a resolution of the problem. The Service Provider's support staff must include the problem in regular status reports to the Service Provider's management team. And the Service Provider's support staff must provide the fix or workaround procedure as soon as it is available.

The Service Provider must respond to routine problems by providing the affected Subscribing Entities with a fix or workaround on a priority basis if the problem is one for which an existing patch or workaround already exists. For newly identified problems falling into this classification, the Service Provider's support personnel must generate a problem report, and the appropriate development or support personnel then must prioritize the problem in relation to other outstanding product issues. The assigned priority then will govern the problem solving or developmental work needed to address the problem and the schedule for delivering a solution. For routine calls that involve end usage and configuration issues rather than bugs or other technical problems, the Service Provider's first or second level support personnel must provide the Subscribing Entity's technical staff with telephonic assistance on a non-priority basis.

8.7. Response Times

The maximum time that the Service Provider takes to respond initially to a support request may vary based upon the classification of the request. During the Support Window, the Service Provider's response time for a critical support request will be less than one hour. The Service Provider's response time for an urgent request must be less than two hours during the Support Window. And the Service Provider's response time for a routine support request must be less than four hours during the Support Window. The applicable Service Attachment may provide for shorter response times, and nothing contained herein will limit the application of any credits for failure to meet any service level agreements in the applicable Service Attachment.

8.8. Escalation Process

Any support call that is not resolved must be escalated to the Service Provider's management under the following parameters. Unresolved problems that are classified as critical must be escalated to the Service Provider's support manager within one hour and to the director level after four hours. If a critical problem is not resolved within one day, it must escalate to the CEO level after two days. The Service Provider's support staff will escalate unresolved urgent problems to its support manager within three hours, to the director level after one day, and to the CEO level after two days.

8.9. Subscribing Entity Obligations

To facilitate the Service Provider meeting its support obligations, Subscribing Entities must provide the Service Provider with the information reasonably necessary to determine the proper classification of the underlying problem. They also must assist the Service Provider as reasonably necessary for the Service Provider's support personnel to isolate and diagnose the source of the problem. Additionally, to assist the Service Provider's tracking of support calls and the resolution of support issues, Subscribing Entities must make a reasonable effort to use any ticket or incident number that the Service Provider assigns to a particular incident in each communication with the Service Provider.

8.10. Relationship to SLAs

The Service Provider's support obligations are in addition to the SLAs in the Service Attachment(s). Furthermore, the SLAs may provide for credits to the Subscribing Entities even though the Service Provider is meeting its support obligations hereunder.

9. Standard Provisions

9.1. Certification of Funds

None of the rights, duties, or obligations in this Agreement will be binding on the State or a Subscribing Entity, and the Service Provider will not begin its performance under any Order, until all the following conditions occur for that Order:

i. all statutory provisions under the ORC, including Section 126.07, have been met;
ii. all necessary funds are made available by the appropriate State agencies;
iii. if required, approval of this Agreement or the applicable Order is given by the Controlling Board of Ohio; and
iv. if the Subscribing Entity is relying on federal or third-party funds for its Order, the Subscribing Entity gives the Service Provider written notice that such funds have been made available.

Additional or alternate legal requirements may apply to political subdivisions that are a Subscribing Entity for an Order to be binding on it.

9.2. 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 will notify the other promptly of any material delay in performance and will specify in writing the proposed revised performance date or dates as soon as practicable after notice of delay. The proposed date or dates must be reasonable and cannot exceed the actual delay caused by the events beyond the control of the Party. In the case of such an excusable delay, the dates of performance or delivery affected by the delay will be extended for a period equal to the time lost by reason of the excusable delay. The delayed Party must also 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 Service Provider's suppliers will be considered controllable by the Service Provider.

In the case of subscriptions to Services for a Term that an excusable delay interrupts, the Term of that subscription will be extended at no additional cost to affected Subscribing Entities by the same amount of time as the excusable delay.

9.3. Employment Taxes

Each Party will be solely responsible for reporting, withholding, and paying all employment related taxes, contributions, and withholdings for its own personnel, including, but not limited to, federal, state, and local income taxes, and social security, unemployment and disability deductions, withholdings, and contributions, together with any interest and penalties.

9.4. Sales, Use, Excise, and Property Taxes

The State and most Subscribing Entities are exempt from any sales, use, excise, and property tax. To the extent sales, use, excise, or any similar tax is imposed on the Service Provider in connection with any Service, such will be the sole and exclusive responsibility of the Service Provider, and the Service Provider 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.

9.5. Equal Employment Opportunity

The Service Provider will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including ORC Section 125.111 and all related Executive Orders.

Before this Agreement can be awarded or renewed, an Affirmative Action Program Verification Form must be submitted to the DAS Equal Opportunity Division to comply with the affirmative action requirements. Affirmative Action Verification Forms and approved Affirmative Action Plans can be found by to the Ohio Business Gateway at:

http://business.ohio.gov/efiling/

The State encourages the Service Provider to purchase goods and Services from Minority Business Enterprises ("MBEs") and Encouraging Diversity, Growth and Equity ("EDGE") contractors.

9.6. Drug-Free Workplace

The Service Provider must comply with all applicable state and federal laws regarding keeping a drug-free workplace. The Service Provider must make a good faith effort to ensure that all its employees, while working on State property or the property of any Subscribing Entity, will not have or be under the influence of illegal drugs or alcohol or abuse prescription drugs in any way.

9.7. Conflicts of Interest

No Service Provider personnel may voluntarily acquire any personal interest that conflicts with the Service Provider's responsibilities under this Agreement.
Additionally, the Service Provider will not knowingly permit any public official or public employee who has any responsibilities related to this Agreement to acquire an interest in anything or any entity under the Service Provider's control, if such an interest would conflict with that official's or employee's duties. The Service Provider will disclose to the State knowledge of any such person who acquires an incompatible or conflicting personal interest related to this Agreement. The Service Provider will take all legal steps to ensure that such a person does not participate in any action affecting the work under this Agreement, unless the State has determined that, in the light of the personal interest disclosed, that person's participation in any such action would not be contrary to the public interest.

9.8. Assignment

The Service Provider may not assign this Agreement or any of its rights or obligations under this Agreement without the prior, written consent of the State.

9.9. Governing Law

This Agreement will be governed by the laws of Ohio, and venue for any disputes will lie with the appropriate court in Ohio.

9.10. Finding for Recovery

The Service Provider warrants that the Service Provider is not subject to an unresolved finding for recovery under ORC §9.24. If the warranty is false on the date the parties signed this Agreement, the Agreement is void *ab initio*.

9.11. Anti-trust

The Parties recognize that, in actual economic practice, overcharges resulting from antitrust violations are usually borne by the State and the Subscribing Entities. The Service Provider therefore assigns to the State all state and federal antitrust claims and causes of action that the Service Provider now has or may acquire relating to the Services that are covered by this Agreement.

9.12. Use of Name

Neither Party will use the other Party's name in any marketing material, advertisement, or press release without the other Party's written consent. Further, neither Party may use any contact information collected from the other in the performance of this Agreement for general marketing or sales purposes, such as using email addresses to send mass marketing material, and must use such information solely for purposes of administering this Agreement.

9.13. Executive Order 2011-12K Compliance

The Service Provider affirms it has read and understands Executive Order 2011-12K and will abide by those requirements in the performance of this Agreement.

Notwithstanding any other Terms of this Agreement, the State reserves the right to recover any funds paid for Services the Service Provider performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights or remedies provided the State in this Agreement.

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

9.14. Campaign Contributions

The Service Provider, by signature affixed on this document, hereby certifies that all applicable parties listed in ORC Section 3517.13 are in full compliance with ORC Section 3517.13.

9.15. Export Compliance

The Services and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Both the Service Provider and the State represent that it is not named on any U.S. government denied-party list. Neither party will permit others to access or use the Services in a US-embargoed country (currently Cuba, Iran, North Korea, Sudan or Syria) or in violation of any U.S. export law or regulation.

9.16. Safety and Security Rules

When accessing State networks and systems, the Service Provider must comply with all applicable State policies and regulations regarding data security and integrity. And when on any property owned or controlled by the State, the Service Provider must comply with all security and safety rules applicable to people on those premises. Subscribing Entities may have policies and regulations that are specific to them that the Service Provider must also comply.

9.17. Ohio Ethics Law

The Service Provider certifies that it is currently in compliance with and will continue to adhere to the requirements of the Ohio ethics laws.

9.18. Entire Agreement

This Agreement, together with any Service Attachments and all additional documents expressly incorporated herein, sets forth the entire agreement of the Parties with respect to the subject matter hereof and supersedes any prior agreements, promises, representations, understandings, and negotiations between the Parties with respect to the subject matter hereof.

Only executable Order attached to a Service Attachment as an exhibit and identified as such in the applicable Service Attachment may be executed by a Subscribing Entity to evidence a transaction under this Agreement. Further, the Subscribing Entity may not add or require additional Terms as part of any authorized Order. Documents attached to a Service Agreement as exhibits to be executed by a Subscribing Entity typically identify authorized Service options the Subscribing Entity has selected, provide information about a Subscribing Entity, identify installation or configuration requirements or similar Statements of Work to be done by the Service Provider, set schedules for performance, and similar matters.

9.19. Severability

If any provision hereunder is declared or held invalid, illegal, or unenforceable by a court of competent jurisdiction, this Agreement will be revised only to the extent necessary to make that provision legal and enforceable or, if impossible, the unaffected portions of this Agreement will remain in full force and effect so long as the Agreement remains consistent with the Parties' original intent.

9.20. Survival

Any Terms, conditions, representations, or warranties contained in this Agreement that must survive termination or expiration of this Agreement to be fully effective will survive the termination or expiration of the Agreement, unless expressly provided otherwise in this Agreement. Additionally, no termination or expiration of the Agreement will affect the State's right to receive Services for which the State has paid before expiration or termination, but no subscription to a Service will continue beyond the period paid for before termination or expiration of the Agreement.

If any Service Attachment should expire or be terminated, the remaining portions of this Agreement will survive.

9.21. No Waiver

The failure of either party at any time to demand strict performance by the other Party of any terms or conditions of this Agreement may not be construed as a waiver of any of those terms or conditions, and either Party may at any time demand strict and complete performance by the other Party.

9.22. Order of Precedence

A. In event of a conflict related to the general Terms and Conditions between the Agreement and the Service Attachment(s), the Agreement shall prevail.

B. In the event of a conflict related specifically to the service, between the Agreement and the Service Attachment(s), the Service Attachment(s) shall prevail.

9.23. Headings

The headings herein are for convenience only and are not intended to have any substantive significance in interpreting this Agreement.

9.24. Governmental Authorization, Regulatory Changes

This Agreement is subject to all applicable federal, state, and local laws, rules, orders, and regulations, and each Party must comply with all applicable federal, state, and local laws, rules, regulations, and orders in performing its obligations hereunder. To the extent any provision of this Agreement conflicts with any such law, rule, order, or regulation, such law, rule, order, or regulation will supersede the conflicting provision. The Service Provider may discontinue, limit, or impose additional requirements to the provision of Service, upon no less than 30 days written notice, if required to meet federal, state or local laws, rules, or regulations. But if any such action materially affects any Subscribing Entity's use of a Service, the Subscribing Entity may on written notice to the Service Provider terminate its use of the Service without an Early Termination Charge and receive a pro rata refund any amounts paid in advance for the Service.

9.25. Notices

Except as otherwise provided in this Agreement, all notices hereunder must be in writing and sent by:

i. registered or certified mail, postage prepaid;
ii. facsimile transmission;
iii. overnight courier;
iv. or email, upon confirmation of receipt.

Alternatively, such notices may be hand delivered if confirmation of receipt is attained at delivery.

The State's address for notification is:

Department of Administrative Services
Office of Information Technology
Enterprise IT Contracting
30 E Broad Street, 39th Floor
Columbus, Ohio 43215
Attention: Contracts Category Manager

The Service Provider's address for notification is:

With a copy to:

9.26 IRS 1075 Technology Services.

In consideration of the mutual promises and obligations contained in the Agreement and this Amendment, the parties agree to add language to the Agreement as follows:

In order to protect risk of loss, breach, or misuse of Federal Tax Information ("FTI") held by government agencies, the Internal Revenue Service issued Publication 1075 which includes specific language to include in any State contract in which FTI may be disclosed.

I Performance

In performance of this Contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

(1) All work will be done under the supervision of the Contractor or the Contractor's employees.
(2) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this Contract. Disclosure to anyone other than an officer or employee of the Contractor will be prohibited.

(3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
(4) The Contractor certifies that the data processed during the performance of this Contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the Contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the Contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
(5) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the Contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
(6) All computer systems receiving, processing, storing or transmitting FTI must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operations, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal Tax Information.
(7) No work involving Federal Tax Information furnished under this Contract will be subcontracted without prior written approval of the IRS.
(8) The Contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
(9) The agency will have the right to void the Contract if the Contractor fails to provide the safeguards described above.

II Criminal Sanctions

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than $1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the Contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a

criminal misdemeanor punishable upon conviction by a fine of as much as $1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of the officer or employee (United States for Federal employees) in an amount equal to the sum of the greater of $1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC 7213A and 7431.

(3) Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (See Exhibit 4, *Sanctions for Unauthorized Disclosure*, and Exhibit 5, *Civil Damages for Unauthorized Disclosure*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III Inspection

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the Contractor for inspection of the facilities and operations provided for the performance of any work under this Contract. On the basis of such inspection, specific measures may be required in cases where the Contractor is found to be noncompliant with contract safeguards.

9.27 Registration with the Secretary of State.

In consideration of the mutual promises and obligations contained in the Agreement and this Amendment, the parties agree to add language to the Agreement as follows:

By providing a Charter Number and signature within the Certification Offer Letter, the Contractor attest that the Contractor is:

- An Ohio corporation that is properly registered with the Ohio Secretary of State; or
- A foreign corporation, not incorporated under the laws of the state of Ohio, but is registered with the Ohio Secretary of State pursuant to Ohio Revised Code Sections 1703.01 to 1703.31, as applicable.

Any foreign corporation required to be licensed under O.R.C. § 1703.01-1703.31, which transacts business in the state of Ohio, without being so licensed, or when its license has expired or been canceled, shall forfeit not less than $250.00 nor more than ten thousand dollars. No officer of a foreign corporation (http://codes.ohio.gov/orc/1703.01) shall transact business in the state of Ohio, if such corporation is required by O.R.C. § 1703.01-1803.31 to procure and maintain a license, but has not done so. Whoever violates this is guilty of a misdemeanor of the forth degree. Questions regarding registration should be directed to (614) 466-3910, or visit http://www.sos.state.oh.us

WITNESS WHEREOF, the Parties have executed this Agreement which shall be effective on the date signed by the State, 'Effective Date.'

<SERVICE PROVIDER>	**STATE OF OHIO, DEPARTMENT OF ADMINISTRATIVE SERVICES**
Signature	Signature
Printed Name	Robert Blair Printed Name DAS Director
Title	Title
Date	Effective Date

JOHN R. KASICH
GOVERNOR
STATE OF OHIO

Executive Order 2011-12K

Governing the Expenditure
of Public Funds for Offshore Services

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

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

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

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

1. No State Cabinet Agency, Board or Commission ("Executive Agency") shall enter into any contract which uses any public funds within its control to purchase services which will be provided outside the United States. This Executive Order applies to all purchases of services made directly by an Executive Agency and services provided by subcontractors of those providing services purchased by an Executive Agency.

2. This Executive Order will be personally provided, by the Director, Chair or other chief executive official of each Executive Agency, to the Chief Procurement Officer or other individual at that entity responsible for contracts for services.

3. The Department of Administrative Services, through Ohio's Chief Procurement Officer, shall have in place, by July 1, 2011, procedures to ensure all of the following:

    a. All agency procurements officers (APOs), or the person with equivalent duties at each Executive Agency, have standard language in all Executive Agency contracts which:

        i. Reflect this Order's prohibition on the purchase of offshore services.

ii. Require service providers or prospective service providers to:

1. Affirm that they understand and will abide by the requirements of this Order.
2. Disclose the location(s) where all services will be performed by any contractor or subcontractor.
3. Disclose the locations(s) where any state data associated with any of the services they are providing, or seek to provide, will be accessed, tested, maintained, backed-up or stored.
4. Disclose any shift in the location of any services being provided by the contractor or any subcontractor.
5. Disclose the principal location of business for the contactor and all subcontractors who are supplying services to the state under the proposed contracts.

b. All APOs confirm that all quotations, statements of work, and other such proposals for services affirm this Order's prohibition on the purchase of offshore services and include all of this Order's disclosure requirements.

i. Any such proposal for services lacking the affirmation and disclosure requirements of this Order will not be considered.
ii. Any such proposal where the performance of services is proposed to be provided at a location outside the United States by the contractor or any subcontractor will not be considered.

c. All procurement manuals, directive, policies, and procedures reflect the requirements of this Order.

d. All APOs have adequate training which addresses the terms of this Order.

4. Nothing in this Order is intended to contradict any state or federal law. In addition, this Order does not apply to:

a. Services necessary to support the efforts of the Department of Development to attract jobs and business to the state of Ohio;
b. Academic, instructional, educational, research or other services necessary to support the international missions of Ohio's public colleges and universities; or
c. Situations in which the Director of the Department of Administrative Services, or the Director's designee, shall determine that it is an emergency or that it is necessary for the State to waive some or all of the requirements of this Order. The Director shall establish standards by which Executive Agencies may request a waiver of some or all of the requirements of this Order and by which such requests will be evaluated and may be granted.

5. Executive Order 2010-09S is hereby rescinded.

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

John R. Kasich, Governor

ATTEST:

Jon Husted, Secretary of State

Master Cloud Service Attachment

This Service Attachment (the "Service Attachment"), is between _____ ("Service Provider") having an office at _____, and the State of Ohio, through the Department of Administrative Services, Office of Information Technology ("the State"), having its principal place of business at 30 E. Broad Street, 40th Floor, Columbus, OH 43215 (jointly referred hereto as the "Parties"), and it is effective as of the date signed by the State. It amends that certain Master Cloud Services Agreement ("MCSA") between the Parties dated _____.

1. Definitions. [None.]

The defined terms in the Master Cloud Services Agreement will have the same meanings in this Service Attachment as they do in the MCSA. There may be additional definitions contained herein.

2. Services.

Overview. [Provide a list of all Services available under this Service Attachment and a description of each. A separate Services Attachment should be used for each major Service of the Service Provider.]

Standard Service Features. [List and provide a description of all Service features that are included as part of the standard cost.]

Optional Service Features. [List and provide a description of all optional Service features that are not included as part of the standard cost, such as costs associated with bandwidth, page views, storage, organizations ("Orgs"), domains, sandboxes, full sandboxes, and such. Otherwise it will be agreed and stated that all such items are free of charge and will be provided in unlimited quantities.]

Provision of Services. The Service Provider will make the Services available to the Subscribing Entities pursuant to the Agreement, this Service Attachment, and the applicable Order Forms during each Order Term. The State agrees that purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by the Service Provider regarding future functionality or features.

The Service Provider Responsibilities. The Service Provider must: (i) provide the Service Provider's basic support for the Services to the Subscribing Entities at no additional charge, and/or upgraded support if available and if purchased, (ii) use commercially reasonable efforts to make the Services [available 24 hours a day, 7 days a week], except for: (a) planned downtime (of which the Service Provider must give at least 8 hours notice via the Services and which the Service Provider must schedule [10 p.m. and 6 a.m. Eastern Time and on Saturdays], or (b) any unavailability covered by the Agreement's Excusable Delay clause or by the Service Level section later herein, and (iii) provide the Services in full accordance with applicable laws and government regulations.

3. Fees and Payment

Fee Structure. [Provide pricing information for all Services and all optional features. Include all parameters, such as length of subscription, volume discounts, discount from list price, and payment intervals and due dates. Include a professional services rate card or a blended rate, if applicable, for such things as training, consulting, etc.]

Fees. The Subscribing Entities will pay all fees specified in all Order Forms hereunder, subject to the terms of the Agreement. Except as otherwise specified herein or in an Order Form, fees are based on Services purchased and not actual usage, and the number of Object subscriptions (e.g., the number of users) purchased cannot be decreased during the relevant Order Term, except as provided in the Agreement. They may, however, be increased during an Order Term. Object subscription fees are based on [monthly] periods that begin on the subscription start date and each [monthly] anniversary thereof; therefore, fees for Object subscriptions added in the middle of a [monthly] period will be charged for that full [monthly] period and the [monthly] periods remaining in the subscription term. Additions of Object subscriptions during a term does not extend that term. No Order Form may specify a subscription term not identified and priced in this Attachment. Nor may it cover any billable services not listed in this Service Attachment as a Service.

After 90 days, the Service Provider may suspend the delinquent Subscribing Entity's access to the unpaid Services until all delinquent amounts are paid, notwithstanding the prohibition against self-help provided for elsewhere in the Agreement, but the Service Provider may not do so if the Subscribing Entity is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

Invoicing and Payment. Fees will be invoiced [monthly in arrears] and otherwise in accordance with the Order Form and the Agreement. Fees are due in accordance with the terms of the Agreement, which no Order Form may alter. The Subscribing Entity is responsible for providing complete and accurate billing and contact information to the Service Provider and notifying the Service Provider of any changes to such information.

4. Proprietary Rights

Reservation of Rights in Services. Subject to the limited rights expressly granted hereunder, the Service Provider reserves all rights, title, and interest in and to the Services, including all related intellectual property rights. No rights are granted to the State or Subscribing Entities hereunder other than as expressly set forth herein or elsewhere in the Agreement.

Restrictions. Subscribing Entities will not intentionally permit any third party to access the Services, except as permitted herein or in an Order Form, create derivative works based on the Services except as permitted herein or elsewhere in the Agreement, reverse engineer the Services, or access the Services to build a competitive product or service or to copy any features, functions, or graphics of the Services. Nothing herein prohibits a Subscribing Entity from porting and hosting Generated Code, as defined in this Agreement, to other sites to support its own business purposes during and after any term of an Order.

State Applications and Code. If a Subscribing Entity, a third party acting on a Subscribing Entity's behalf, or a user creates applications or program code using the Services, such will be part of the Subscribing Entity's Data. The Subscribing Entity authorizes the Service Provider to host, copy, transmit, display, and adapt such applications and program code, solely as necessary for the Service Provider to provide the Services in accordance with this Agreement. Subject to the above, the Service Provider acquires no right, title or interest from the Subscribing Entity or its licensors under this Agreement in or to such applications or program code, including any intellectual property rights therein, and the Subscribing Entity is entitled to port, use, and host such anywhere.

Subscribing Entity Data. Subject to the limited rights granted by a Subscribing Entity hereunder, the Service Provider acquires no right, title, or interest from a Subscribing Entity or its licensors under this Agreement in or to the Subscribing Entity Data, including any intellectual property rights therein.

5. Service Levels

SLAs for the Services. This Agreement includes SLAs that will be used to monitor and manage the Service Provider's performance of Services. The minimum SLAs are listed below, but the Service Provider may supplement them with additional SLAs that are generally applicable to its other Services customers, so long as those additional SLAs cover parameters not addressed in the below SLAs or are more stringent than those listed below. Modifications to the SLAs provided below may only be made by the written

agreement of the State and the Service Provider, except with respect to SLAs the Service Provider offers generally to other customers that are more stringent or in addition to those below.

Availability. "Availability" or "Available" means the Subscribing Entity's users are able to access a Service and use all material features and functions of the Service effectively and efficiently and the Service meets all the SLAs contained in this Attachment. "Unavailable" or "Unavailability" means the Subscribing Entity's users are unable to access the Service or use all the Service's features and functions effectively and efficiently or they do not otherwise meet all SLAs in this Service Attachment, subject to the following:

A Service may be inaccessible to a Subscribing Entity's users during scheduled downtime. Scheduled downtime will occur for less than [one hour] between [10 p.m. and 6 a.m. Eastern Time and on Saturdays], but not more than once [monthly]. The Service Provider may change the scheduled downtime to other non-business hours upon reasonable notice to the affected Subscribing Entities. Scheduled downtime will not be considered times when the Services are Unavailable.

In addition to scheduled downtime, the following will not be considered times when a Service is Unavailable:

(i) Outages resulting from a Subscribing Entity's equipment or its Internet service provider;
(ii) A Subscribing Entity's negligence or breach of its material obligations under this Agreement; and
(iii) Excusable Delays, as provided for and handled in accordance with the Agreement.

SLA Credits.

The "Target Availability Level" is the Service's Availability Level that the Service Provider plans to meet or exceed during each calendar month. The "Service Availability Level" is the number of hours during a particular period that the Service was Available to the Subscribing Entity, excluding scheduled downtime permitted above, divided by the total number of hours during such period. The Target Availability Level is provided in the next section.

The Service Provider must actively monitor and report to the State and each Subscribing Entity any and all Unavailability of a Service monthly, along with reasonable details regarding such Unavailability. The Service Provider also must provide each Subscribing Entity that uses the Service a credit within 30 days of any calendar month in which the Service Availability Level is below the Target Availability Level, calculated as set forth herein.

The applicable credit will be calculated as follows: If the Service Provider fails to meet the Target Availability Level by up to four hours, each affected Subscribing Entity will be entitled to the equivalent of one day's fee for the Service. That is, if the fee is an annual fee, the credit would be 1/365th of that annual fee, or if it is a monthly fee, the Subscribing Entity would be entitled to 1/30th of its monthly fee as a credit. Further, the credit will double if the Target Availability Level is missed by more than four but less than eight hours for any calendar month. And if the failure to meet the Target Availability Level is greater than eight hours, the Subscribing Entity will be entitled to the entire fee applicable to that month.

Any such credits must be paid to the Subscribing Entity within 30 days after the month in which the Service Provider fails to meet the Target Availability Level.

If the Service Provider fails to meet the Target Availability Level for three consecutive calendar months, any affected Subscribing Entity may terminate any or all Orders for that Service for cause.

Specific SLAs.

The Target Availability Level is [99.9%] in any calendar month. For a Service to be considered Available, the following parameters also must be met:

[Insert SLAs for performance parameters such as response time, page refresh rate, a permissible window for disaster recover, etc.]

6. Terms and Termination

Term of Subscriptions. Subscriptions commence on the start date specified in the applicable Order Form and continue for the subscription term specified therein, subject to relevant provisions in the MCSA, such as termination and the non-appropriation provisions. Should a Subscribing Entity elect to renew a subscription, provided this Agreement remains in effect or is renewed, the renewal will be at the Subscribing Entity's option and will be for the same or greater discount from list as the subscription being renewed and under the same terms and conditions, unless a change in governmental law, rules, or regulations requires a modification, in which case the Parties will in good faith negotiate the modifications necessitated by such a change in governmental law, rules, or regulations.

7. Miscellaneous

Return of Subscribing Entity Data

At no additional cost to the Subscribing Entity, upon request made at anytime during a Service term or within 90 days after the effective date of termination or expiration of a Subscribing Entity's Order for that Service, the Service Provider will make available to the Subscribing Entity for download its Subscribing Entity Data covered by that terminated or expired Service, including any Generated Files, in native format or any other format the Subscribing Entity reasonably requests within one day of the request and at no additional charge to the Subscribing Entity. After such 90-day period, the Service Provider will have no obligation to maintain the Subscribing Entity Data covered by an expired Service Order and must thereafter, unless legally prohibited, delete the applicable Subscribing Entity Data in its systems or otherwise in its possession or under its control.

[Add anything not covered by the above sections.]

In Witness Whereof, the Parties have executed this Service Attachment, which is effective on the date the State's duly authorized representative signs it on behalf of the State, ("Effective Date").

SERVICE PROVIDER	**STATE OF OHIO, DEPARTMENT OF ADMINISTRATIVE SERVICES**
Signature	Signature
Printed Name	Printed Name
Title	Title
Date	Effective Date

JOHN R. KASICH
GOVERNOR
STATE OF OHIO

Executive Order 2011-12K

Governing the Expenditure
of Public Funds for Offshore Services

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

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

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

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

1. No State Cabinet Agency, Board or Commission ("Executive Agency") shall enter into any contract which uses any public funds within its control to purchase services which will be provided outside the United States. This Executive Order applies to all purchases of services made directly by an Executive Agency and services provided by subcontractors of those providing services purchased by an Executive Agency.

2. This Executive Order will be personally provided, by the Director, Chair or other chief executive official of each Executive Agency, to the Chief Procurement Officer or other individual at that entity responsible for contracts for services.

3. The Department of Administrative Services, through Ohio's Chief Procurement Officer, shall have in place, by July 1, 2011, procedures to ensure all of the following:

    a. All agency procurements officers (APOs), or the person with equivalent duties at each Executive Agency, have standard language in all Executive Agency contracts which:

        i. Reflect this Order's prohibition on the purchase of offshore services.

ii. Require service providers or prospective service providers to:

1. Affirm that they understand and will abide by the requirements of this Order.
2. Disclose the location(s) where all services will be performed by any contractor or subcontractor.
3. Disclose the locations(s) where any state data associated with any of the services they are providing, or seek to provide, will be accessed, tested, maintained, backed-up or stored.
4. Disclose any shift in the location of any services being provided by the contractor or any subcontractor.
5. Disclose the principal location of business for the contactor and all subcontractors who are supplying services to the state under the proposed contracts.

b. All APOs confirm that all quotations, statements of work, and other such proposals for services affirm this Order's prohibition on the purchase of offshore services and include all of this Order's disclosure requirements.

i. Any such proposal for services lacking the affirmation and disclosure requirements of this Order will not be considered.
ii. Any such proposal where the performance of services is proposed to be provided at a location outside the United States by the contractor or any subcontractor will not be considered.

c. All procurement manuals, directive, policies, and procedures reflect the requirements of this Order.

d. All APOs have adequate training which addresses the terms of this Order.

4. Nothing in this Order is intended to contradict any state or federal law. In addition, this Order does not apply to:

a. Services necessary to support the efforts of the Department of Development to attract jobs and business to the state of Ohio;
b. Academic, instructional, educational, research or other services necessary to support the international missions of Ohio's public colleges and universities; or
c. Situations in which the Director of the Department of Administrative Services, or the Director's designee, shall determine that it is an emergency or that it is necessary for the State to waive some or all of the requirements of this Order. The Director shall establish standards by which Executive Agencies may request a waiver of some or all of the requirements of this Order and by which such requests will be evaluated and may be granted.

5. Executive Order 2010-09S is hereby rescinded.

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

John R. Kasich, Governor

ATTEST:

Jon Husted, Secretary of State

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.

By the signature affixed hereto, the Service Provider affirms, understands and will abide by the requirements of Executive Order 2011-12K. If awarded a contract, both the Service Provider and any of its subcontractors will perform no Services requested under this Agreement outside of the United States.

The Service Provider will provide all the name(s) and location(s) where Services under this Agreement will be performed in the spaces provided below or by attachment. Failure to provide this information may subject the Service Provider to sanctions. If the Service Provider will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Service Provider:

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

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

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

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

2. Location where Services will be performed by Service Provider:

(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 Service Provider:

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

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

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

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

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

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

_____ _____

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

Service Provider also affirms, understands and agrees that Service Provider and its subService Providers are under a duty to disclose to the State any change or shift in location of Services performed by Service Provider or its subcontractors before, during and after execution of any Agreement with the State. Service Provider agrees it will so notify the State immediately of any such change or shift in location of its Services. The State has the right to immediately terminate the contract, unless a duly signed waiver from the State has been attained by the Service Provider to perform the Services outside the United States.

On behalf of the Service Provider, I acknowledge that I am duly authorized to execute this Affirmation and Disclosure form and have read and understand that this form is a part of any Agreement that Service Provider may enter into with the State and is incorporated therein.

By: _____

Service Provider

Print Name: _____

Title: _____

Date: _____

Supplement One – OPI ERP Requirements

This supplement describes the **OPI ERP Program, Common Supportive & Technical Requirements** for the Ohio Department of Rehabilitation and Correction Ohio Penal Industries Enterprise Resource Planning (OPI ERP) system.

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Instructions for the Offeror

OPI ERP Program, Common Supportive and Technical Requirements (**Supplement One**) is being provided as a Microsoft Word (.docx) document through the State's Procurement Website as a convenience for responding to the RFP. **The Supplement format and content must not be modified.** If the requirements are modified, reformatted or omitted, the offeror's response may be disqualified.

Offerors must complete the "Capability Assessment" column for each requirement, and provide comments to further qualify the response. Simply checking a specific box for an answer is not considered sufficient enough to distinguish one offeror from another. For each requirement documented in the RFP the offeror must provide a narrative description of its solution. Please be robust in your response to how your solution meets each requirement. The offeror must also provide a summary of any proposed COTS products and other tools that will be used to meet the requirements.

For each requirement identified, the offeror must indicate how the requirement (functional or technical) is delivered by checking one of the following boxes provided within the Supplement:

Out of the Box: Requirement must be fully met with out-of-the-box functionality that can be presented for business use with minimal effort beyond tuning a feature "on" or "off" (e.g., built in processes, rules or reports).

Configuration Required: Requirement will be met with functionality that can be presented for business use after modifications utilizing the proposed software configuration tools. This would include managing or creating new business rules or process flows via tools provided as part of the proposed COTS software.

Customization Required: Requirement will be met with functionality that can be presented for business use only after a new module or plug-in is developed. Modules or plug-ins would be created in a programming or scripting language and leverage low level application infrastructure such as API's, messaging, integration technologies, or services to exchange data or execute logic within the COTS solution. This would also include any updates the software offeror would make to the core code as part of a future release or service pack.

Not Available: Requirement will not be met as part of the offeror's proposed solution.

Offeror Comments / Narrative: The offeror should use this column for narrative and/or additional comments as applicable.

Priority: On a relative scale, this represents how critical the requirement is deemed to be in meeting key objectives of the DRC project by the Ohio Department of Rehabilitation and Correction stakeholders.

- "1" = Low
- "2" = Medium
- "3" = High
- "4" = Most Critical

All the specifications given in this RFP for equipment and other system elements are minimum system requirements. The offeror may recommend features or other elements in excess of the minimum but must clearly identify them as such, provide the rationale behind the recommendations, and explain how they will benefit the State. The recommendations may not result in additional evaluation credit being given.

OPI ERP System Requirements

Material Management				
Req. #	**Requirement**	**Priority**	**Capability Assessment**	**Offeror Comments**
These functions describe how an internal user will track and manage inventory levels for raw material items, finished good items, and work-in-process items.				
1.1.1	The OPI ERP system must maintain a master/global table of all inventoried items in the database, as well as separate inventory item tables for each separate shop location/warehouse.	4	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
1.1.2	The OPI ERP system must allow for the tracking of inventory levels of raw material items, finished good items, and work-in-process items across the entire database (e.g. multiple shop locations, multiple warehouses) in real-time.	4	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
1.1.3	The OPI ERP system must allow for the establishment of appropriate safety-stock levels for raw material items and finished good items, and must include system-automated processes to replenish items that fall below these levels.	4	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
1.1.4	The OPI ERP system must have the capability of maintaining current and historical pricing and costing of inventory items.	4	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	

1.1.5	The OPI ERP system must allow for periodic cycle counts of inventoried items and must track the monetary and quantity values of any adjustments resulting from these cycle counts.	4	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
1.1.6	The OPI ERP system must have a system in place for the freezing and recording the physical inventory of all active inventoried items in the database.	4	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	

Production Management

Req. #	Requirement	Priority	Capability Assessment	Offeror Comments
These functions describe how an internal user (regulator) or an external user (customer) will submit a License or Permit application and how the regulatory user will process it.				
1.2.1	The OPI ERP system shall be able to coordinate production activities based on either job orders or production schedules.	3	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
1.2.2	The OPI ERP system must be able to project production start dates and completion dates based on inventory levels and programmed lead times.	4	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
1.2.3	The OPI ERP system must maintain an up to date routing and bill of materials for all manufactured finished good items.	4	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	

1.2.4	The OPI ERP system must automatically track labor costs and overhead costs based on posted production activities.	4	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
1.2.5	The OPI ERP system shall allow for the continuous monitoring of work center activities and must report on efficiencies and inefficiencies in real time.	2	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
1.2.6	The OPI ERP system shall be able to project production and inventory impacts for proposed due date adjustments.	3	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
1.2.7	The OPI ERP system must support the scheduling and tracking of transfer orders between all OPI production centers, the central distribution center, and administrative offices.	4	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
1.2.8	The OPI ERP system must allow for the scheduling of both standard items and special, or “custom” items.	4	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
1.2.9	The OPI ERP system must track and report on pending production due dates and past-due production due dates.	4	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	

1.2.10	The OPI ERP system shall allow for automated data entry of production information (e.g., bar code scanners) and manual entry.	2	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	

Project Management

Req. #	Requirement	Priority	Capability Assessment	Offeror Comments
1.3.1	The OPI ERP system shall have the ability to track and record labor hours/transactions associated with a project.	**2**	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
1.3.2	The OPI ERP system shall have the ability to track and record material transactions and costs associated with a project.	**2**	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
1.3.3	The OPI ERP system shall be able to establish invoicing milestones and automatically generate invoices based on posted transactions.	**3**	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
1.3.4	The OPI ERP system shall have the ability to copy project templates from previous/similar projects.	**2**	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	

1.3.5	The OPI ERP system shall have the ability to track costs and perform profit/loss projections throughout the lifespan of the project.	**3**	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	

Customer Management

Req. #	Requirement	Priority	Capability Assessment	Offeror Comments
1.4.1	The OPI ERP system must maintain a table of all customers to include at minimum 1. Customer number 2. Customer name 3. Customer address(s) 4. Credit limit 5. Purchasing history 6. Payment history 7. Tax status 8. Contact information	4	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
1.4.2	The OPI ERP system shall be able to consolidate customer accounts under corporate customer accounts.	3	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
1.4.3	The OPI ERP system shall have the ability to record and report on customer communications	3	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	

1.4.4	The OPI ERP system shall be able to hold or suspend delivery of orders based on Customer credit limits and/or credit holds.	3	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
1.4.5	The OPI ERP system shall have the ability to create progressive or pre-billing invoices at the customer's request.	3	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
1.4.6	The OPI ERP system must maintain a log of new and active customer orders and customer order line items, and this log must be updated automatically when new customer orders/line items are entered.	4	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
1.4.7	The OPI ERP system shall allow for the archiving of completed customer orders in a separate history database within the global/main database.	3	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
1.4.8	The OPI ERP system shall have the ability to generate shipping transactions and invoicing based on customer order, or generate consolidated invoices for multiple orders under the same customer account.	2	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
1.4.9	The OPI ERP system shall have the ability to customize invoice forms based on customer type (e.g. State Agency/ISTV invoice forms and non-State Agency invoice forms).	2	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	

1.4.10	The OPI ERP system shall have the ability to generate invoices and distribute automatically through electronic methods (e.g. email, EDI, etc.) based on customer preferences.	2	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
1.4.11	The OPI ERP system shall be able to automatically upload/import invoices into the State of Ohio OAKS system for all State agency customer accounts.	3	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
1.4.12	The OPI ERP system shall be able to report on ordering and spending trends for each customer based on items, product lines, etc.	2	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
1.4.13	The OPI ERP system shall be able to generate customer AR aging reports and customer statements based on either subordinate customer account numbers or consolidated corporate account numbers.	3	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
1.4.14	The OPI ERP system shall be able to track and report on past-due customer orders and deliveries.	3	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
1.4.15	The OPI ERP system must be able to track and report on pending items to	4	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	

	invoice based on completed customer order deliveries.			
1.4.16	The OPI ERP system must be able to create Return Material Authorizations (RMAs) to allow for customer returns and corresponding credit memos.	4	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
1.4.17	The OPI ERP system shall be able to generate standardized customer sales analysis reports and must allow for the creation of customized ad hoc customer analysis reports.	3	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
1.4.18	The OPI ERP system shall support a web-based customer portal that will integrate with the OPI ERP solution. This portal must maintain an updated catalogue of all items available for customer purchase and current pricing.	3	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
1.4.19	The web-based customer portal shall allow approved customers to enter new purchase requests that will automatically integrate into the hosted OPI ERP solution and generate new customer orders.	3	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
1.4.20	The web-based customer portal shall allow approved customers to configure custom items based on available options and request a price estimate/quote before finalizing and integrating the purchase request into	2	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	

	the hosted OPI ERP solution as a new customer order.			
1.4.21	The web-based customer portal shall integrate with the hosted OPI ERP solution to allow authorized customers to look up order status, due dates, and delivery dates on customer orders.	2	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	

Vendor/Supplier Management

Req. #	Requirement	Priority	Capability Assessment	Offeror Comments
1.5.1	The OPI ERP system must maintain an active table of all vendors/suppliers. Standard and user defined/custom	4	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	

	fields must maintain the following information at minimum: 1. Internal Vendor number 2. Vendor name 3. Vendor address 4. Payment terms 5. Shipping terms 6. Vendor contact information (name, phone, email, web address, etc.) 7. Payment history 8. Purchase history 9. OAKS Supplier number 10. Tax ID number 11. OAKS Address location 12. MBE Status			
1.5.2	The OPI ERP system shall support a database of items that a vendor/supplier supplies and current pricing.	3	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
1.5.3	The OPI ERP system shall allow for the generation of purchase orders to suppliers either through manual entry or automated process based on inventory safety stock levels and production requirements.	3	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
1.5.4	The OPI ERP system shall allow for the customization of purchase order forms and shall allow for the inclusion of internal and external notes to print on the purchase order form as necessary.	2	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	

1.5.5	The OPI ERP system shall allow for the automated submission of vendor/supplier purchase order forms based on the vendor/supplier preferences.	2	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
1.5.6	The OPI ERP system shall allow for the entry of purchase requisitions and the automatic routing of requisitions to designated management for approval/denial.	2	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
1.5.7	The OPI ERP system shall have a utility to convert approved requisitions to a vendor purchase order and integrate the approved purchase into the State of Ohio OAKS financial system.	2	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
1.5.8	The OPI ERP system shall allow for the entry and maintenance of both regular and blanket vendor purchase orders.	2	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
1.5.9	The OPI ERP system shall be able to generate standardized vendor/supplier purchase analysis reports and must allow for the creation of customized ad hoc vendor/supplier analysis reports.	2	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
1.5.10	The OPI ERP system shall be able to integrate vendor vouchering/payment activity with the State of Ohio OAKS Financials system.	3	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	

Financial Management

Req. #	Requirement	Priority	Capability Assessment	Offeror Comments
1.6.1	The OPI ERP system must record financial information according to an accrual-based accounting system.	4	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
1.6.2	The OPI ERP system must be able to generate standard financial reports (e.g. Income Statements, Balance Sheets, etc.) and ad hoc/customized financial reports for analytical purposes.	4	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
1.6.3	The OPI ERP system shall be able to generate financial reports for multiple levels within the organization (e.g. Global/Corporate, shop/location level reports, product line reports, etc.)	3	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
1.6.4	The OPI ERP system must maintain a Chart of Accounts for all asset, liability, owner's equity, revenue, and expense accounts.	4	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
1.6.5	The OPI ERP system must maintain a multiple-level accounting structure to record financial activity based on department codes, product lines, and other user-defined distinctions.	4	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
1.6.6	The OPI ERP system shall be able to project estimated cash flow based on	3	☐ Out of the Box ☐ Configuration Required	

	AR transactions, AP transactions, payment discounts.		☐ Customization Required ☐ Not Available	
1.6.7	The hosted transaction shall be able to compare and report on actual revenue and expenses to budgeted revenue expenses.	3	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
1.6.8	The OPI ERP system must maintain a general ledger of all posted financial transactions.	4	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
1.6.10	The OPI ERP system must maintain journal entries of unposted financial transactions.	4	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
1.6.11	The OPI ERP system shall be able to generate standard general ledger reports and must support ad hoc/customized general ledger reports.	3	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
1.6.12	The OPI ERP system shall be able to download general ledger information and financial reports into a spreadsheet format (e.g. Microsoft Excel) for further customized formatting and analysis.	3	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
1.6.13	The OPI ERP system shall allow for the vouchering of accounts payable invoices and must be able to distribute	3	☐ Out of the Box ☐ Configuration Required	

	voucher transactions to multiple G/L accounts.		☐ Customization Required ☐ Not Available	
1.6.14	The OPI ERP system must include a full-functioning Accounts Payable function for the purpose of paying vendors/suppliers for goods and services contracted for and delivered. Steps to include in the accounts payable function must include at minimum: 1. Creating AP Vouchers or Adjustments 2. Distributing AP Vouchers or adjustments to one or multiple G/L accounts 3. Printing/posting AP vouchers 4. Payment Generation 5. Printing/posting AP checks 6. Bank reconciliations 7. Purging AP history according to established retention schedules.	4	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	

1.6.15	The OPI ERP system must include a full-functioning Accounts Receivable function for the purpose of invoicing customers for services rendered or goods provided. Steps to include in this function shall include at minimum: 1. Creation of invoices, debit memos, and credit memos in AR 2. Distribution of Invoices to one or multiple G/L accounts 3. Posting invoices, debits, and credit memos 4. Entering/posting customer payments. 5. Running AR aging reports and customer statements 6. Generating and posting finance charges for late payments 7. Rebalancing customer balances at the end of the fiscal year	4	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	

1.6.16	The OPI ERP system shall include a full-functioning module for the purpose of managing fixed assets. Steps to include in this module include at minimum: 1. Creating fixed asset GL accounts 2. Creating class codes 3. Creating depreciation tables 4. Creating bonus depreciation codes 5. Creating fixed asset records 6. Creating fixed asset costs 7. Generating depreciation schedules 8. Posting depreciation 9. Transferring assets 10. Disposing of assets	2	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	

Training Documentation

Req. #	Requirement	Priority	Capability Assessment	Offeror Comments
1.7.1	The OPI ERP system shall include access to online training materials/help screens within the hosted solution. Topics covered in this online dataset must be indexed and searchable by keyword.	3	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
1.7.2	The OPI ERP system shall have look-up training/help screens based on multiple levels of the hosted solution (e.g. module level, screen/form level, field level, etc.)	3	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	

1.7.3	The OPI ERP system shall include access to web-based online classes that cover a wide variety of subjects pertaining to the setup and operation of the hosted solution.	2	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
1.7.4	The OPI ERP system shall include access to off-site training classes to be hosted at the Contractor's facilities or at another facility designated by the Contractor.	2	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
1.7.5	The OPI ERP system shall make available on-site training classes that will be facilitated by trained staff or subcontracted personnel	2	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
1.7.6	The OPI ERP system shall provide the ability to record and update agency-specific training materials directly within the hosted solution.	2	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	

OPI ERP Common Supportive Requirement

OPI ERP Portal (User Interface)				
Req. #	**Requirement**	**Priority**	**Capability Assessment**	**Offeror Comments**
Common Function utilized by all OPI Programs (e.g., Industrial Shops, Construction, Installation, Farms, Administration, etc.)				
2.1.1	The OPI ERP system shall offer the ability to add electronic signatures that comply with Ohio law with applications and amendments (e.g., plan review, license/permit, certification/registration).	2	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
2.1.2	The hosted OPI ERP shall ensure that the ERP Portal requires the completion of all designated fields, as defined by the regulator, before a OPI Program request (e.g., application, plan review, etc.) is accepted into the OPI ERP solution.	3	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
2.1.3	The OPI ERP system must use web-based browsers.	4	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
2.1.4	The OPI ERP system must not use any proprietary web browsers.	4	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	

2.1.5	The OPI ERP system shall support standard document sharing tools (e.g. MS Office, Adobe PDF). Note: Offeror's should identify other document sharing tools that are available or have been used by other clients in their response to this requirement.	3	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
2.1.6	The OPI ERP system must use Web Content Accessibility Guidelines of the World Wide Web Consortium (W3C).	4	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
2.1.7	The OPI ERP system user interface shall be compliant with American Disabilities Act (ADA) guidelines.	2	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
2.1.8	The OPI ERP system shall be compliant with the Older Americans Act development standards for user screens.	2	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
2.1.9	The OPI ERP system non-secure site (external/general public) should have flexible configuration abilities to allow DRC to add, change or delete content information (e.g. policies, bulletins, notifications) and links to the pages (e.g. Reporting Tools, other DRC OPI web systems).	2	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
2.1.10	The OPI ERP system shall provide access to external (general public) information and services available within the OPI ERP solution without requiring user authentication.	2	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	

2.1.11	The OPI ERP system shall provide a single OPI ERP portal to both the secure and non-secure (general public) portions of the system.	2	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
2.1.12	The OPI ERP system shall provide the capability to handle database lockouts, and timeouts and provide user friendly error messaging with help instruction.	3	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
2.1.13	The OPI ERP system shall provide the capability to send bulk emails by filters (e.g. individual or group registered users, internal).	1	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
2.1.14	The OPI ERP system shall provide appropriate help screens for internal, external and general public users including but not limited to page, context and field level help.	2	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
2.1.15	The OPI ERP solution shall allow storage and access to the appropriate users at minimum the following: a) Frequently Asked Questions (FAQs), b) Any manuals (in formats including PDF), and c) Forms (in formats including PDF and MSWord).	2	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
Notifications/Alerts				
2.1.16	The OPI ERP system shall provide the ability to generate individual system generated alerts with user-defined criteria (e.g., time intervals, events).	2	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	

2.1.17	The OPI ERP system shall generate alerts when changes are made to policies and procedures and system tables or functionality.	2	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
2.1.18	The OPI ERP system shall generate alerts when the anticipated return time on a query or report job exceeds a defined time limit.	1	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
2.1.19	The OPI ERP system shall generate alerts that assist in monitoring time-sensitive activities.	3	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
2.1.20	The OPI ERP system shall generate alerts to a user-defined group or individual.	2	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
2.1.21	The OPI ERP system shall generate alerts to staff based on the status of complaints received.	1	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
2.1.22	The OPI ERP system shall generate alerts to notify staff when they need to take action in connection with workflow events.	3	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	

2.1.23	The OPI ERP system shall provide the capability to display confirmation messages for requestor transactions.	3	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
2.1.24	The OPI ERP system shall notify customer of successful submission and display the appropriate ID number.	3	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
2.1.25	The OPI ERP system shall be able to incorporate work item routing and queuing to send on-line alerts to identified DRC/OPI staff	2	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
Dashboard Capabilities				
2.1.26	The OPI ERP system shall have a dashboard work list view for various functions (e.g. Customer orders purchase orders, Job orders, etc.,) for staff to be able to drill down into the record for edit or view.	3	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
2.1.27	The OPI ERP system Dashboard capabilities, and the parameters that DRC/OPI wants to track, shall be configurable through rule set engine.	2	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
2.1.28	The Dashboard shall be flexible enough to add Key Performance Indicators (KPI) information and track key relevant information on demand.	1	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	

2.1.29	The OPI ERP system shall have Visual Graphical Flow depiction of any process, and be able to track the progression of a transaction through its work flow and hence make it possible to report against it.	1	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
2.1.30	The OPI ERP system shall enable specific authorized users to add, change or delete all data fields in any record selected contingent on role-based criteria defined by regulator with a tiered approval and management approach.	3	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
On-Line Order Submission				
2.1.31	The OPI ERP system shall accept on-line, real-time entry and amendments of customer order forms through the OPI Portal, including initial request for quotation for specialty items.	3	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
2.1.32	The OPI ERP system shall enable specific authorized regulators to add, change or delete all data fields in any record selected contingent on role-based criteria defined by regulator with a tiered approval and management approach.	2	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
2.1.33	The OPI ERP system shall automatically generate an ID number for customer orders and requests for quotations received through the OPI Portal application submission process.	3	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
2.1.34	The OPI ERP system shall use the ID number to link attachments submitted by mail to electronic application request.	2	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	

2.1.35	The OPI ERP system shall automatically notify the submitter of invalid web application entries and which field(s) caused the edit to fail.	3	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
2.1.36	The OPI ERP system should provide an on-line OPI Portal tutorial to assist the customer in the completion of all types of application submissions to guide users through the screens they must complete.	2	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
2.1.37	The OPI ERP system shall allow regulators the ability to view alerts and notifications generated by DRC/OPI staff via OPI ERP to include: a) The need for additional information on an already submitted application, b) Reminders of missing information, c) Approval or denial of the request, d) System updates/policy changes, and e) Duplicate or possible duplicate requests.	3	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
2.1.38	The OPI ERP system shall generate approval or denial notices once a determination has been made by a designee.	3	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
2.1.39	The OPI ERP system shall allow any user to save a partially completed request for all programs for a given number of days to be defined by DRC.	3	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	

Reporting & Inquiry

Req. #	Requirement	Priority	Capability Assessment	Offeror Comments
2.2.1	The OPI ERP system must provide the ability to print generated reports or inquiry results to compatible networked printers.	4	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
2.2.2	The OPI ERP system shall enable internal user to check for duplicate records, via multiple filters.	3	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
2.2.3	The OPI ERP system shall maintain all documents and notifications issued by DRC/OPI assuring that the individual customer documents and notifications are stored within the OPI ERP solution, and can be retrieved by date of issuance or by individual customer.	3	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
2.2.4	The OPI ERP system shall enable cross-referencing related data (e.g., customer orders, purchase orders, job/transfer orders) in records after they are saved/approved by the designee.	3	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
2.2.5	The OPI ERP system shall maintain all electronic records, including data fields and all documents generated and make viewing and printing available anytime based on role based security access.	3	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	

2.2.6	The OPI ERP system shall provide the ability for designees to easily share program area information between all OPI Programs and State agencies based on user role and security access.	2	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
2.2.7	The OPI ERP system shall allow for search of the OPI ERP database on specific and/or combination of various OPI Program data elements. Shall be able to sort, filter and/or download data	3	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
2.2.8	The OPI ERP system must enable search and report (outputs) of archived data.	4	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
2.2.9	The OPI ERP system shall provide flexible web based, real time reporting, via the OPI ERP solution that meets the internal, external and general public reporting needs and requirements defined by DRC/OPI.	3	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
2.2.10	The OPI ERP system shall have the ability to generate web based, real time ad hoc reports that a designee can: set parameters, manipulate fields, customize the report, output the report to a desired format (e.g. csv, tab delimited) ,and save and title the report in the OPI ERP hosted solution for future use and distribution.	3	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
2.2.11	The OPI ERP system shall enable the regulators to share ad hoc reports created in the OPI ERP solution.	2	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	

2.2.12	Ad hoc reporting/export shall be presented via a user friendly interface. The user interface should be tailored specifically for non-technical users, so that there is no need for users to know SQL query or other programming language.	2	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
2.2.13	The OPI ERP system shall be able to generate reports, letters, etc. with the following features at a minimum: a) Letter or legal size paper, b) Landscape or portrait orientation, and c) Single-sided or double-sided print.	3	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
2.2.14	The OPI ERP system shall be able to generate reports and letters with the following features at a minimum: a) output to common formats (e.g. html, MS Office, PDF), b) User customization of report templates, header, footer, etc., and c) data merge into letter.	3	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
2.2.15	The OPI ERP system shall enable reporting and search/inquiry for authorized designees, as determined by DRC and set via the Self-Service System Maintenance functionality.	3	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
2.2.16	The OPI ERP system shall provide for the automatic electronic distribution of any/all reports to identified destinations (e.g., direct print, email address, designated network folder in .pdf format, etc.).	2	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	

2.2.17	The OPI ERP system shall provide a user-friendly way to automatically schedule when, and at what frequency, or on what regular days within a month (e.g., the first Wednesday after the last Sunday of a calendar month) that various standardized reports are generated and distributed or made available to the authorized designee.	2	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
2.2.18	The OPI ERP system shall provide search/inquiry capabilities at a minimum for the data fields within the OPI program areas: a) Order Number b) Invoice Number c) Customer/Vendor Number d) Item Number e) Due Date f) Status g) Vendor/Customer Name h) Description and i) Activity date	3	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
2.2.19	The OPI ERP system shall provide the capability to search/inquire the reports repository by date, time, report title/name, report ID/number, run date, key words, and other characters within the report.	2	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
2.2.20	The OPI ERP system shall provide the ability to categorize and organize reports by source system, data content, purpose, frequency and other staff selected options.	2	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
2.2.21	The OPI ERP system shall enable the regulator to search various OPI Program data and information based	3	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	

	on specific and/or combination of data elements with sort and filter capability.			
2.2.22	The OPI ERP system ad hoc capabilities shall enable the user to generate numeric statistical reports of the data.	1	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
2.2.23	The OPI ERP system ad hoc capabilities shall enable the user to generate statistical graphical representation of the data.	1	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	

Electronic Payments and Accounting

Req. #	Requirement	Priority	Capability Assessment	Offeror Comments
Common Function utilized by all OPI Programs (e.g., Industrial Shops, Construction, Installation, Farms, Administration, etc.) Financials, including Electronic Payments, Disbursements (split payments), etc.				
2.3.1	The OPI ERP system shall have the ability to integrate with state-approved electronic payments system for the specified payment amounts that the OPI hosted solution automatically calculates based on the internal system-generated information.	3	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
2.3.2	The OPI ERP system should have the ability to integrate the resulting financial information from DRC/Accounts Receivable (AR) system relating to the payment transactions (including how the revenue was disbursed) and must be maintained in the record's financial history.	4	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	

2.3.3	The OPI ERP system shall receive and record confirmation of success or failure of payment and any pertinent transactional data from the 3rd party electronic payment system.	3	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
2.3.4	The OPI ERP system must maintain payment information at a level of detail defined by DRC.	4	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
2.3.5	The OPI ERP system shall provide on-line access and an ability to generate ad hoc reports that integrate information queried from DRC Revenue System with OPI related information.	1	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	

Workflow Management

Req. #	Requirement	Priority	Capability Assessment	Offeror Comments
Common Function utilized by all OPI Programs (e.g., Industrial Shops, Construction, Installation, Farms, Administration, etc.)				
2.4.1	The OPI ERP system shall provide automated workflow to transfer documents to DRC/OPI staff for review, editing, and approval, and to communicate back to customers for requesting additional information.	3	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
2.4.2	The OPI ERP system shall provide “manual” workflow management functionality to route and assign cases to appropriate DRC and OPI users by authorized designee (e.g. supervisor or above role).	3	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	

2.4.3	The OPI ERP system should enable the designees to use a workflow process which can be customized by each regulator's jurisdiction (e.g., DRC, OPI) and which shall include work queues, routing set up by the specific designee's administrator role.	2	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
2.4.4	The OPI ERP system shall allow workflow of the electronically submitted applications and documents into the appropriate designee (i.e., DRC or OPI) workflow queue. The OPI ERP system shall enable automatic notification that a new OPI application or amendment to an existing record has been submitted on line and placed in the appropriate designee queue based on jurisdiction or role.	2	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
2.4.5	The OPI ERP system shall automatically send email notification to customer with final decision of the designated service (e.g., customer acceptance, request for quotation completion).	2	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
2.4.6	The OPI ERP system shall enable regulators to manually route and escalate as needed via bypassing the automated workflow routing path established by the designee.	2	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
2.4.7	The OPI ERP system shall escalate correspondence and phone contacts which have not been responded to within DRC/OPI defined timeframes to appropriate supervisory staff.	2	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	

2.4.8	The OPI ERP system shall automatically route inquiries entered from the public into the system to the appropriate area (specific OPI office).	2	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
2.4.9	The OPI ERP system shall enable designees to “re-route” inquiries manually to other program areas and jurisdictions if necessary.	3	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
2.4.10	The OPI ERP system’s Workflow Management component shall provide a rules-based workflow engine that is easy to maintain and change. The rules-based workflow engine shall support workflow access, assignments, and process execution, and provide table-driven, online, near real-time customizable business rules that can be easily configured and adapted to accommodate changing business needs.	3	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
2.4.11	The proposed Workflow Management solution shall provide a user-friendly GUI for workflow process definition, execution, monitoring, and management.	3	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
2.4.12	The proposed Workflow Management solution shall allow for the workflow process definition to be specified in terms of organizations and roles with later linkage to specific participants.	3	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	

2.4.13	The proposed Workflow Management solution shall be capable of executing multiple simultaneous workflow processes, each with multiple simultaneous instances of execution.	2	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
2.4.14	The proposed Workflow Management solution shall provide the ability to incorporate simple low-level workflow processes into more complex higher-level workflow processes.	2	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
2.4.15	The proposed Workflow Management solution shall be capable of logging all instances of workflows that are executing at given time throughout the OPI ERP solution.	2	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
2.4.16	The proposed Workflow Management solution should provide support for DRC/OPI in mapping all current business processes and sub-processes to the implemented workflow management and in transitioning from manual to automated process execution.	2	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	

Time Tracking/Cost Methodology

Req. #	Requirement	Priority	Capability Assessment	Offeror Comments
Common Function utilized by all OPI Programs (e.g., Industrial Shops, Construction, Installation, Farms, Administration, etc.)				
2.5.1	The OPI ERP system shall enable the designee to input multiple dates and amounts of time spent during all program processes of OPI hosted solution.	3	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	

2.5.2	The OPI ERP system shall allow for automated time reporting in each OPI program module into Cost Methodology section by each user ID.	2	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
2.5.3	The OPI ERP system shall enable designees to amend time tracking data based on user role access.	3	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
2.5.4	The OPI ERP system shall provide options of dropdown and quick selection to minimize typing, including at a minimum date and time standard.	2	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
2.5.5	The OPI ERP system shall generate automatic notifications (e.g. monthly time tracking report by staff) to the appropriate staff as specified by DRC/OPI.	2	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
2.5.6	The OPI ERP system shall identify conflicting data and edit as specified by OPI/DRC to track time and date.	2	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
2.5.7	The OPI ERP system shall enable the system to capture and maintain the time-tracking data designees entered for processing regulatory items or complaints.	3	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	

2.5.8	The OPI ERP system shall have the ability to integrate with state-approved electronic payments system for the specified dollar amounts that the OPI hosted solution automatically calculates based on system generated invoices including late fees.	3	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
2.5.9	The OPI ERP system shall allow the regulators' data to automatically populate a cost methodology worksheet, and allow printing on demand (as well as have standardized reports on a prescribed schedule)	3	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	

Self-Service Management

Req. #	Requirement	Priority	Capability Assessment	Offeror Comments
Common Function utilized by all OPI Programs (e.g., Industrial Shops, Construction, Installation, Farms, Administration, etc.)				
2.6.1	The OPI ERP system shall enable DRC authorized users to customize selections for dropdown lists.	2	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
2.6.2	The OPI ERP system shall enable DRC to customize (add, delete, modify) information on standardized forms. Additionally, the solution shall allow each OPI Operation to customize templates for their additional associated documents (e.g., letters, supplemental information, e-mail notices).	2	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	

2.6.3	The OPI ERP system shall enable DRC to have a system administrator user role to purge, transfer, and archive records to storage as identified by DRC.	3	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
2.6.4	The OPI ERP system shall maintain standard document templates as prescribed by DRC, and have the ability for the designee to add supplemental free form text in individualized responses for unique or more complex issues.	2	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
2.6.5	The OPI ERP system shall enable DRC/OPI to customize document templates for print and capture and must store the finalized/modified document in the record.	2	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
2.6.6	The OPI ERP system shall enable designee to customize standard document notification contents as needed on a case-by-case basis, or for a mass issuance of a special short-term situation.	2	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
2.6.7	The OPI ERP system shall enable authorized designees (i.e., administrator roles) to add internal users and set security access level for their jurisdiction (i.e., DRC/OPI operations) which must correlate to the Alert function.	3	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
2.6.8	The OPI ERP system shall have the ability to generate and send mass email notices.	2	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	

OPI ERP Technical Requirements

Architecture and Infrastructure				
Req. #	**Requirement**	**Priority**	**Capability Assessment**	**Offeror Comments**
Common Function utilized by all OPI Programs (e.g., Industrial Shops, Construction, Installation, Farms, Administration, etc.)				
3.1.1	The OPI ERP system's infrastructure must be expandable and scalable incrementally as use of the solution by DRC grows and additional OPI programs (e.g. Shops, Farms, product lines), functions (e.g. Fixed Asset Management, Human Resources etc.) and supportive functions (e.g. Workflow, Reporting etc.) are implemented. In addition, the infrastructure should be designed and implemented so that is horizontally and vertically scalable, allowing for future capacity growth.	4	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
3.1.2	The OPI ERP system shall provide the ability to maintain a history of all amendments made within the database (e.g. additions, deletions, change of status, etc.) This history must include an audit trail that will report all changes made (e.g. date, user id, change made, etc.)	3	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
3.1.3	The OPI ERP system shall provide the capability for DRC to specify and modify auto archive purging rules and schedules as it pertains to data (e.g., licenses/permits/plan review/certification) and documents (e.g. letters, reports) within the ERP solution.	3	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	

3.1.4	The OPI ERP system shall provide the capability to access previously archived data for reviewing, copying, reporting and printing.	3	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
3.1.5	The OPI ERP system shall provide the capability to purge archived data in accordance with DRC purge schedules.	3	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
3.1.6	The OPI ERP system shall maintain history and system audit trails for all amendments to the data (i.e., information of what, where, who and when).	2	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	

Privacy and Security

Req. #	Requirement	Priority	Capability Assessment	Offeror Comments
Common Function utilized by all OPI Programs (e.g., Industrial Shops, Construction, Installation, Farms, Administration, etc.)				
3.2.1	The OPI ERP system must employ a layered approach to protecting data as there will be internal, external and general Public access.	4	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
3.2.2	The OPI ERP system's infrastructure must be able to support firewalls and intrusion detection.	4	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	

3.2.3	The OPI ERP system must provide the capability to support data encryption such as the use of Secure Sockets Layer (SSL) for data transmission. DRC will identify those parts of the application that require this type of security.	4	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
3.2.4	The OPI ERP system shall be able to pre-populate data in renewal or amendment records based on certain information provided in the current record. If the customer is a new owner, as defined by State rules, the customer must go through the "new license/permit process" with a new account. Note: Operator/owner customer can be associated with more than one facility.	2	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
3.2.5	The OPI ERP system shall enable authorized regulators to add, change or delete applicable data within the OPI ERP solution, contingent on role-based criteria defined by DRC with a tiered approval and management approach.	3	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
3.2.10	The OPI ERP system must provide a secure web site with authentication standards to handle DRC data and payment information as identified in State privacy and security standards. State of Ohio data privacy and security policies framework information is available at http://privacy.ohio.gov/ and Ohio Privacy Policy Framework http://privacy.ohio.gov/LinkClick.aspx?fileticket=bnXBc3PHmcM%3d&tabid=62.	4	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
3.2.11	The OPI ERP system should provide security via a role-based functionality, both at the user and group level. The roles should be capable of being tied to the OPI program areas identified in the RFP.	4	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	

3.2.12	The OPI ERP system shall provide the capability to use role-based security that can limit the functionality for an individual or groups of individuals. This includes controlling access to individual screens and fields. Screens and fields should be able to be hidden entirely, or presented in read-only mode, preventing any amendments by unauthorized users.	3	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
3.2.13	The OPI ERP system should provide integrated security for the application and the database with mechanisms in place to protect data's privacy and integrity, protect the applications' uptime, availability and performance, and protect the business processes from disruption.	4	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
3.2.14	The OPI ERP system shall expire user passwords on a periodic basis. Identify the solution's password expiration functions and features.	2	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
3.2.15	The OPI ERP system shall have the ability to reset password by appropriate DRC/BITS system administrators or allow for user self-service password resets. Identify the solution's reset functions and features.	3	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
3.2.16	The OPI ERP system shall have user self-service "forget user id" and "forget password" retrieval capabilities.	2	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
3.2.17	The OPI ERP system shall enforce a password policy that encourages users to employ strong passwords. The policy at a minimum should include: a. require a minimum password length of 8 characters, b. the use of both upper- and lower-case letters (case sensitivity), c. inclusion of one or more numerical digits, and d. inclusion of special characters, e.g. @, #, $ etc.	2	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	

3.2.18	The OPI ERP system shall have the ability for specific internal users to deactivate user accounts and user profiles, however maintain their historical data within the system.	2	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
3.2.19	The OPI ERP system must have a unique logon for each internal and external user and must have the ability to prevent duplicate user accounts. Explain what stop gaps are put in place to keep a user from creating a duplicate user accounts. This causes the user to disconnect with their history in the system.	4	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
3.2.20	The OPI ERP system shall automatically disable access to a user account after a pre-determined number of attempts to log-on to the system using the specific userid. Identify the procedure the user will use to reset their password.	2	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
3.2.21	The OPI ERP system shall provide the capability to handle authentication lockouts or inactivity timeouts and provide user with friendly error messaging. Identify how many consecutive logon tries are allowed before having to reset the password, and how many minutes/hours of inactivity before the system will automatically log out a user.	2	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
3.2.22	The OPI ERP system shall provide the ability to terminate access if there is no activity on a user account within a configurable period of time (e.g., 90 days), or other period designated by DRC.	1	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
3.2.23	The OPI ERP system shall provide ad hoc reporting capabilities that can report the correlation of security metrics such as profile e.g. user id/number), privileges (e.g. role based), environment (e.g. test / development), last successful login, failed logins, and password resets by the regulators' jurisdiction.	3	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	

3.2.24	The OPI ERP system shall implement and maintain a secure environment for both on-line and batch access to DRC/OPI data through the use of a fully functional and documented security software package.	3	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
3.2.25	The OPI ERP system must provide three types of controls to maintain the integrity, availability, and confidentiality of OPI ERP solution data. The controls should be in place at all appropriate points of processing. At minimum the controls that should be provided are: a) Preventive Controls: Controls designed to prevent errors and unauthorized events from occurring. b) Detective Controls: Controls designed to identify errors and unauthorized transactions which have occurred in the system. c) Corrective Controls: Controls to ensure that the problems identified by the detective controls are corrected.	4	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
3.2.26	The OPI ERP system shall provide audit trails of all updates to the security system (add/change/delete) by user ID, date and time of the change, and source of entry (workstation ID), including all attempted updates.	3	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
3.2.27	The OPI ERP system shall prohibit the display of passwords on the sign-on screen when entered by the user.	3	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
3.2.28	The OPI ERP system shall log and report all unauthorized access attempts by IP address, user ID, date, and time.	3	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	

3.2.29	The OPI ERP system must ensure that the integrity and confidentiality of ERP and all other data is protected by safeguards to assure that information is not released without proper consent.	4	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
3.2.30	The OPI ERP system must utilize an authentication process to handle multiple layers of security levels for Internal Users who are regulators at DRC, OPI and other State agencies and External Users who are the customers.	4	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
3.2.31	The OPI ERP system shall include a user email address in the authorization table. The confidentiality of email addresses and other data must be protected and only used for official State business.	3	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
3.2.32	The OPI ERP system shall provide the capability to send users their initial password via email and require that they change their password at next sign-on, in the event the email is not valid, a notification should be sent to the nominated individual.	2	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	

System Integration and Interface

Req. #	Requirement	Priority	Capability Assessment	Offeror Comments
3.3.1	The OPI ERP system must use industry standard communication mechanisms for the transfer of data to external systems. Identify what data formats are supported in the proposed solution (e.g., X12 (EDI), XML, flat files).	4	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
3.3.2	The OPI ERP system must provide the ability to receive (minimum import file), send (minimum download file to export) specified content and reporting information (e.g. Accounts Receivable, Accounts Payable, and Purchasing) directly to entities (e.g., OAKS).	4	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	

3.3.4	The OPI ERP system shall date and timestamp and indicate source of all data content flowing from any interface.	3	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
3.3.5	The OPI ERP system shall allow for the integration of inmate time clock information with the ODRC inmate payroll system.	1	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	

System Performance

Req. #	Requirement	Priority	Capability Assessment	Offeror Comments
Common Function utilized by all OPI Programs (e.g., Industrial Shops, Construction, Installation, Farms, Administration, etc.)				
3.4.1	The Contractor-hosted OPI ERP solution must provide for the continuation of business on a 5:00 a.m. to 11:59 p.m., Columbus, Ohio local time, seven days a week with no interruptions and loss of services, other than for scheduled application software and database updates, upgrades and software maintenance.	4	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	

3.4.2	The OPI ERP system shall ensure that component response times meet the following minimum standards. Times must be measured for adherence to the requirements at the DRC discretion. a) Record Search Time: The response time must be within four (4) seconds for 95 percent of record searches. b) Record Retrieval Time: The response time must be within four (4) seconds for 95 percent of records retrieved. c) Screen Edit Time: The response time must be within two (2) seconds for 95 percent of the time. d) New Screen/Page Time: The response time must be within two (2) seconds for 95 percent of the time. e) Print Initiation Time: The response time must be within two (2) seconds for 95 percent of the time. f) OPI ERP Portal Response Time -- The response time must be within four (4) seconds for 99 percent of the time.	3	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	
3.4.3	The OPI ERP system shall provide a defined user load and throughput over an extended period of time showing no degradation in system performance, memory use, or other negative anomalies.	3	☐ Out of the Box ☐ Configuration Required ☐ Customization Required ☐ Not Available	

SUPPLEMENT TWO

State Architecture and Computing Standards Requirements

State Security and Privacy Requirements

State IT Computing Policy Requirements

State Data Handling Requirements

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1. Overview and Scope

This Supplement shall apply to any and all Work, Services, Locations and Computing Elements that the Contractor will perform, provide, occupy or utilize in conjunction with the delivery of work to the State and any access of State resources in conjunction with delivery of work.

This scope shall specifically apply to:

- Major and Minor Projects, Upgrades, Updates, Fixes, Patches and other Software and Systems inclusive of all State elements or elements under the Contractor's responsibility utilized by the State;
- Any systems development, integration, operations and maintenance activities performed by the Contractor;
- Any authorized Change Orders, Change Requests, Statements of Work, extensions or Amendments to this agreement;
- Contractor locations, equipment and personnel that access State systems, networks or data directly or indirectly; and
- Any Contractor personnel, or sub-Contracted personnel that have access to State confidential, personal, financial, infrastructure details or sensitive data.

The terms in this Supplement are additive to the Standard State Terms and Conditions contained elsewhere in this agreement. In the event of a conflict for whatever reason, the highest standard contained in this agreement shall prevail.

2. State Architecture and Computing Standards Requirements

2.1. Requirements Overview

Offerors responding to State issued RFQ / RFP requests, and as Contractors performing the work following an award are required to propose solutions that comply with the standards outlined in this document. In the event of a conflict with any published Standard, a variance may be requested, and the Offeror must show sufficient business justification for the variance request. The Enterprise IT Architecture Team will engage with the Contractor and appropriate State stakeholders to review and approve / deny the variance request.

2.1.1. State of Ohio Standards

The State has a published Core Technology Stack as well as Enterprise Design Standards as outlined in this document and, due to State preferences, are subject to improvements and change. The State also provides numerous IT Services in both the Infrastructure and Application categories, as outlined in the State's IT Services Catalog at: http://das.ohio.gov/Divisions/InformationTechnology/StateofOhioITServiceCatalog.aspx

2.1.2. Offeror Responsibilities

Offerors can propose on-premise or cloud-based solutions. When proposing on-premise solutions, vendors must comply with State requirements including using the State's Virtualized Compute Platform. Unless otherwise specified in the RFP, offerors proposing on-premise solutions are required to install third party applications on State provided compute platforms. Dedicated server platforms are not compliant with the State's Virtualization Requirements.

Hardware and storage (memory, speeds, cpu and other configuration details) should be proposed to adhere to established State standards (generally VMware based system images for x86 environments) and or virtualized Oracle Exadata/Exalogic frames and components unless otherwise specified in the RFP.

In addition, Offerors are required to take advantage of all published IT Application Services where possible, i.e. Enterprise Service Bus, Content Management, Enterprise Document Management, Data Warehousing, Data Analytics and Reporting and Business Intelligence. When dedicated Application components are required, i.e. Application Servers, Databases, etc., they should comply with the Core Technology standards.

2.1.3. State Infrastructure Services

The State of Ohio's Office of Information Technology Infrastructure Services Division (OIT/ISD) will be responsible for providing the technical infrastructure platform as a service to the Contractor and will host the Contractor developed software and operating solution following the conclusion of the project for on-premise solutions. In general, this service includes the following:

- Primary Computing Facility: State of Ohio Computing Center (secure Tier III capable facility)
- Alternate/Disaster Recovery Center: Ohio Based Secure Tier II facility
- Redundant Networking between State facilities and Data Centers (Metro-E to 10Gb/s OARnet)
- Physical and Infrastructure Security Services
- Redundant Power, Cooling, Fire Suppression and onsite Redundant UPS/Power Generation
- Servers, Storage, Networking Devices, Firewalls, Security Appliances, Vulnerability and Virus Scanning to the operating system prompt
- Binding SLAs regarding performance, availability, reliability, provisioning and systems administrative access

The State of Ohio will provide ITIL based services in support of the Contractor as follows:

State Infrastructure Responsibility Matrix	
Asset Management ▪ Hardware Asset Tracking ▪ Software Asset Tracking ▪ Logistics Support ▪ Inventory Capture and Maintenance **Service Desk** ▪ Help Desk Operations ▪ Help Desk Tools ▪ Service Desk Processes	**Enterprise Security Management** ▪ Emergency Response Service ▪ Threat Analysis ▪ Managed Intrusion/Detection/Prevention ▪ System Security Checking ▪ Security Advisory and Integrity ▪ Malware Defense Management ▪ Vulnerability Management ▪ ID Management ▪ Security Policy Management ▪ Security Compliance Support ▪ Security Audit
Server Management ▪ Platform Support (Tools/Processes Procedures) ▪ Unix/Intel Servers ▪ Incident Management ▪ Server Operations ▪ High Availability ▪ File Management **Storage Planning** ▪ Capacity Management ▪ Storage Performance Management	**Data Center and Wide Area LAN/WAN Management** ▪ Enterprise Internet Services ▪ Regulatory/Change Management ▪ Network Engineering ▪ Standards ▪ LAN/WAN Management ▪ Network Operations and Management ▪ Network Capacity/Availability Management ▪ Network HW/SW Management ▪ Network Security ▪ Network M/A/C/D

Data Center Architecture Planning	Data Center Facilities Management
▪ Hardware/Facilities Planning ▪ Unix/Intel Servers ▪ Platform Configuration Management ▪ Performance Management ▪ Capacity Management ▪ Batch Operations/Scheduling ▪ Storage Management ▪ Backup/Restore ▪ Media Management, Media Operations, Offsite Storage	▪ Site Maintenance and Operations ▪ Site Availability Management ▪ Routine Maintenance and Upgrades ▪ Non-Technical Services (parking lot, landscaping, snow removal etc.)

2.2. Compute Requirements

2.2.1. Client Computing

Offerors must not propose solutions that require custom PC's, Laptops, Notebooks etc. Unless otherwise specified in the RFP, the State will source its own Client computing hardware and the Offeror's proposed solutions are required to be compatible with the State's hardware.

2.2.2. Server / OS

Offerors must propose solutions that comply with the State's supported Server Operating Systems (OS).

The following are the State's Required Server Operating Systems.

Table 1 – Supported Server OS

Operating Systen	Edition
Microsoft Windows Server	Standard, Enterprise, & Datacenter
RedHat Linux	Enterprise
SUSE Linux	Enterprise
IBM AIX	
Oracle Enterprise Linux	Enterprise

When Offerors are proposing on-premise solutions, these solutions must comply with the State's supported Server Compute Platforms.

The State hosts and manages the Virtual Server hardware and Virtualization layer. The State is also responsible for managing the server's Operating System. This service includes 1 virtual CPU (vCPU), 1 GB of RAM and 50 GB of Capacity Disk Storage. Customers can request up to 8 vCPUs and 24GB of RAM.

For Ohio Benefits and the Ohio Administrative Knowledge System (OAKS) – Exalogic

2.2.3. Ohio Cloud: Hypervisor Environment

When Offerors are proposing on-premise solutions, these solutions must comply with the State's supported VMware vSphere, and IBM Power Hypervisor environment.

For Ohio Benefits and OAKS – Oracle Virtual Manager, Xen

2.3. Storage and Backup Requirements

2.3.1. Storage Pools

The State provides three pools (tiers) of storage with the ability to use and allocate the appropriate storage type based on predetermined business criticality and requirements. Storage pools are designed to support different I/O workloads.

When Offerors are proposing on-premise solutions, these solutions must take advantage of the State's Storage Service Offerings.

For Ohio Benefits and OAKS - HA (High Availability) storage used with Mirror configuration.

The pools and their standard use cases are below:

Table 2 – State Supported Storage Pools

Storage Pool	Availability	Performance	Typical Applications
Performance	Highest	Fast	Performance pool suited for high availability applications, with high I/O (databases).
General	High	Fast	General pool suitable for file servers, etc.
Capacity	High	Average	Capacity pool suitable for file servers, images and backup / archive). Not suited for high random I/O.

2.3.2. Backup

When Offerors are proposing on-premise solutions, these solutions must take advantage of the State's Backup Service Offering.

Backup service uses IBM Tivoli Storage Manager Software and provides for nightly backups of customer data. It also provides for necessary restores due to data loss or corruption. The option of performing additional backups, archiving, restoring or retrieving functions is available for customer data. OIT backup facilities provide a high degree of stability and recoverability as backups are duplicated to the alternate site. All critical production systems must also use the State's DR facility.

For Ohio Benefits - Symantec NetBackup is the Enterprise backup solution.

2.4. Networking Requirements: Local Area Network (LAN) / Wide Area Network (WAN)

Offerors must propose solutions that work within the State's LAN / WAN infrastructure.

The State of Ohio's One Network is a unified solution that brings together Design, Engineering, Operations, Service Delivery, Security, Mobility, Management, and Network Infrastructure to target and solve key Government challenges by focusing on processes, procedures, consistency and accountability across all aspects of State and Local Government.

Ohio One Network can deliver an enterprise network access experience for their customers regardless of location or device and deliver a consistent, reliable network access method.

The State provides a high bandwidth internal network for internal applications to communicate across the State's LAN / WAN infrastructure. Normal traffic patterns at major sites should be supported.

Today, the State's WAN (OARnet) consists of more than 1,850 miles of fiber-optic backbone, with more than 1,500 miles of it operating at ultrafast 100 Gbps speeds. The network blankets the state, providing connectivity to all State Government Agencies.

The State of Ohio Network infrastructure utilizes private addressing, reverse proxy technology and Network Address Translation (NAT). All applications that are to be deployed within the infrastructure must be tolerant of these technologies for both internal product interaction as well as external user access to the proposed system, infrastructure or application.

The State Network team will review applications requirements involving excessive bandwidth (i.e. voice, video, telemetry, or applications) deployed at remote sites.

2.5. Application Requirements

2.5.1. Application Platforms

When Offerors are proposing on-premise solutions, these solutions must be developed in open or industry standard languages (e.g. Java, .NET, PHP, etc.)

2.5.2. SOA (Service Oriented Architecture) and Open API (Application Programming Interface)

Solutions must be developed using a standards-based Service Oriented Architecture (SOA) model and open APIs.

2.6. Database Platforms

Proposed vendor application designs must run on databases that comply with the State's supported Database Platforms.

- DB2
- SQL
- ORACLE
- Exadata

2.7. Enterprise Application Services

The State of Ohio Office of Information Technology (OIT) provides a number of Enterprise Shared Services to State agencies as outline in the IT Services Catalog available at:
http://das.ohio.gov/Divisions/InformationTechnology/StateofOhioITServiceCatalog.aspx

At a minimum, proposed vendor application designs that include the following Application Services must use the Application IT Services outlined in the IT Services Catalog.

2.7.1. Health and Human Services: Integrated Eligibility

The Integrated Eligibility Enterprise platform provides four key distinct technology domains / capabilities:

- Common Enterprise Portal – includes User Interface and User Experience Management, Access Control, Collaboration, Communications and Document Search capability
- Enterprise Information Exchange – includes Discovery Services (Application and Data Integration, Master Data Management (MDM) Master Person Index and Record Locator Service), Business Process Management, Consent Management, Master Provider Index and Security Management

- Analytics and Business Intelligence – Integration, Analysis and Delivery of analytics in the form of alerts, notifications and reports
- Integrated Eligibility – A common Enterprise Application framework and Rules Engine to determine eligibility and benefits for Ohio Public Benefit Programs

2.7.2. The Ohio Business Gateway (OBG)

The Ohio Business Gateway (OBG) offers Ohio's businesses a time-and money-saving online filing and payment system that helps simplify business' relationship with Government agencies.

- New Business Establishment – Provides a single, portal based web location for the establishment of new businesses in Ohio, file with the required State agencies and ensure that business compliance requirements of the State are met.
- Single Point Revenue and Fee Collection - Manage payments to State's payment processor (CBOSS) and broker payment to multiple agencies while creating transaction logs and Business Customer "receipts".
- One-Stop Filing and Forms - Provides guides and forms to Business Users for complex transactions that have multiple steps, forms and / or filing requirements, and instructs users on procedures to complete the process including Agencies and (if applicable) systems they will need to interact with.
- Scheduling and Reminders - Notify Business Customers of a particular event that is upcoming or past due (Filing due) using a "calendar" or "task list" metaphor.
- Collections and Confirmations – Provides a Payment Card Industry (PCI) certified web-based payment solution that supports a wide range of payment types: credit cards, debit cards, electronic checks, as well as recurring, and cash payments.

2.7.3. Ohio Administrative Knowledge System (OAKS)

OAKS is the State's Enterprise Resource Planning (ERP) system, which provides central administrative business services such as Financial Management, Human Capital Management, Content Management via myOhio.gov, Enterprise Learning Management, and Customer Relationship Management. Core System Capabilities include (but are not limited to):

Content Management (myohio.gov)

- Centralized Communications to State Employees and State Contractors
- OAKS alerts, job aids, and news
- Statewide Top Stories
- Portal to OAKS applications
- Employee and Contractor Management

Enterprise Business Intelligence

- Key Financial and Human Resources Data, Trends and Analysis
- Cognos driven standardized and adhoc reporting

Financial Management (FIN)

- Accounts Payable
- Accounts Receivable

- Asset Management
- Billing
- eBid
- eCatalog (Ohio Marketplace)
- eInvoicing
- eSupplier/Offeror Maintenance
- Financial Reporting
- General Ledger
- Planning and Budgeting
- Procurement
- Travel & Expense

Enterprise Learning Management (ELM)

- Training Curriculum Development
- Training Content Delivery

Human Capital Management (HCM)

- Benefits Administration
- Payroll
- Position Management
- Time and Labor
- Workforce Administration: Employee and Contingent Workers
- Employee Self-Service
- eBenefits
- ePerformance
- Payroll

2.7.4. Enterprise Business Intelligence

- Health and Human Services Information
    - Eligibility
        - Operational Metrics
        - County Caseworker Workload
    - Claims
    - Long Term Care
- Financial Information
    - General Ledger (Spend, Disbursement, Actual/Forecast)
    - Travel and Expense
    - Procure to Pay (AP/PO/Offeror/Spend)
    - Capital Improvements
    - Accounts Receivable
    - Asset Management
- Workforce and Human Resources
    - Workforce Profile

- Compensation
- MBE/EDGE

2.7.5. Enterprise Content Management

Hyland OnBase is the State's Enterprise Content Management system for Document Imaging and Document and Records Management. The service is designed to provision, operate and maintain the State's Enterprise Content Management solution.

2.7.6. SharePoint

Microsoft SharePoint Server portal setup and hosting services is available for agencies interested in internal collaboration, external collaboration, organizational portals, business process workflow, and business intelligence.

2.7.7. IT Service Management

ServiceNow is the State's IT Service Management Tool that provides internal and external support through an automated service desk workflow based application which provides flexibility and ease of use. The IT Service Management Tool provides workflows aligning with ITIL processes such as Incident Management, Request Fulfillment, Problem Management, Change Management and Service Catalog.

2.7.8. Customer/Citizen Relationship Management (CRM)

Salesforce, is the State's cloud-based Customer Relationship Management tool that helps agencies build stronger connections between citizens, employees, governments, services, and the information they need.

2.7.9. Business Intelligence and Reporting

- IBM Cognos BI Platform
- Tableau – Presentation Layer

2.7.10. Integration/Middleware Tools

- Oracle Service Bus
- EDI/Application Integration Service - is a combination of Application Integration, Data Exchange and Electronic Data Interchange (EDI) functionality.

2.7.11. Elicensing

- BasicGov/Salesforce Licensing Application

2.7.12. Epayment Engine

- CBOSS - Payment Processor

2.7.13. Enterprise Timekeeping

- Kronos – Enterprise Timekeeping System

2.7.14. Enterprise Geocoding Services

Enterprise Geocoding Services (EGS) combine address standardization, geocoding, and spatial analysis into a single service. Individual addresses can be processed in real time for on line applications or large numbers of addresses can be processed in batch mode.

2.7.15. GIS Hosting

GIS Hosting delivers dynamic maps, spatial content, and spatial analysis via the Internet. User agencies can integrate enterprise-level Geographic Information Systems (GIS) with map capabilities and spatial content into new or existing websites and applications.

2.8. Productivity, Administrative and Communication Requirements

2.8.1. Communication Services

The State of Ohio Office of Information Technology (OIT) provides a number of Enterprise Shared Services to State agencies as outlined in the IT Services Catalog available at:
http://das.ohio.gov/Divisions/InformationTechnology/StateofOhioITServiceCatalog.aspx

At a minimum, proposed vendor application designs that include the following Communication Services must use the Communication Services outlined in the IT Services Catalog.

Exchange

- Exchange Mail
- Office 365
- Skype for Business Instant Messaging & Presence
- Enterprise Vault
- Clearwell eDiscovery
- Exchange Web Services
- Bulk Mailing
- External Mail Encryption
- Outbound Fax
- Mobile devices

Lyris Listserv

On-premise Application-based FAX

eFAX

Fax2Mail is a “hosted” fax solution that allows agencies to seamlessly integrate inbound and outbound Fax with their existing desktop E-mail and back-office environments. Fax2Mail is a “cloud-based” solution.

Voice over Internet Protocol (VoIP)

The CBTS VoIP service, which is open to all agencies, boards, commissions, local governments and state supported education institutions, as well as State of Ohio Cooperative Purchasing Program members, provides core telephony, voice mail, collaboration, video, audio, and auto attendant functions to eligible customers. Optional services including ACR, IVR, Call Center Solutions and SIP Trunking are also available.

2.8.2. Mission Critical Voice Communications

- MARCS (Mulit-Agency Radio Communications System)

3. General State Security and Information Privacy Standards and Requirements

The Contractor will be responsible for maintaining information security in environments under the Contractor's management and in accordance with State IT Security Policies. The Contractor will implement an information security policy and security capability as set forth in this agreement.

The Contractor's responsibilities with respect to Security Services will include the following:

- Provide vulnerability management Services for the Contractor's internal secure network connection, including supporting remediation for identified vulnerabilities as agreed.
- Support the implementation and compliance monitoring for State IT Security Policies.
- Develop, maintain, update, and implement security procedures, with State review and approval, including physical access strategies and standards, ID approval procedures and a breach of security action plan.
- Manage and administer access to the systems, networks, System software, systems files and State data, excluding end-users.
- Provide support in implementation of programs to educate State and Contractor end-users and staff on security policies and compliance.
- Install and update Systems software security, assign and reset passwords per established procedures, provide the State access to create User ID's, suspend and delete inactive logon IDs, research system security problems, maintain network access authority, assist in processing State security requests, perform security reviews to confirm that adequate security procedures are in place on an ongoing basis, and provide incident investigation support (jointly with the State), and provide environment and server security support and technical advice.
- Develop, implement, and maintain a set of automated and manual processes to ensure that data access rules are not compromised.
- Perform physical security functions (e.g., identification badge controls, alarm responses) at the facilities under the Contractor's control.
- Prepare an Information Security Controls Document. This document is the security document that is used to capture the security policies and technical controls that the Contractor will implement, as requested by the State, on Contractor managed systems, supported servers and the LAN within the scope of this agreement. The Contractor will submit a draft document for State review and approval during the transition period.

The State will:

- Develop, maintain and update the State IT Security Policies, including applicable State information risk policies, standards and procedures.
- Provide a State Single Point of Contact with responsibility for account security audits;
- Support intrusion detection and prevention and vulnerability scanning pursuant to State IT Security Policies;
- Provide the State security audit findings material for the Services based upon the security policies, standards and practices in effect as of the Effective Date and any subsequent updates.

- Assist the Contractor in performing a baseline inventory of access IDs for the systems for which the Contractor has security responsibility;
- Authorize User IDs and passwords for the State personnel for the Systems software, software tools and network infrastructure systems and devices under Contractor management;
- Approve non-expiring passwords and policy exception requests, as appropriate.

3.1. State Provided Elements: Contractor Responsibility Considerations

The State is responsible for Network Layer (meaning the internet Protocol suite and the open systems interconnection model of computer networking protocols and methods to process communications across the IP network) system services and functions that build upon State infrastructure environment elements, the Contractor shall not be responsible for the implementation of Security Services of these systems as these shall be retained by the State.

To the extent that Contractor's access or utilize State provided networks, the Contractor is responsible for adhering to State policies and use procedures and do so in a manner as to not diminish established State capabilities and standards.

The Contractor will be responsible for maintaining the security of information in environment elements that it accesses, utilizes, develops or manages in accordance with the State Security Policy. The Contractor will implement information security policies and capabilities, upon review and agreement by the State, based on the Contractors standard service center security processes that satisfy the State's requirements contained herein.

The Contractor's responsibilities with respect to security services must also include the following:

- Support intrusion detection & prevention including prompt agency notification of such events, reporting, monitoring and assessing security events.
- Provide vulnerability management services including supporting remediation for identified vulnerabilities as agreed.
- Support the State IT Security Policy which includes the development, maintenance, updates, and implementation of security procedures with the agency's review and approval, including physical access strategies and standards, ID approval procedures and a breach of security action plan.
- Support OIT in the implementation, maintenance and updating of statewide data security policies, including the State information risk policies, standards and procedures.
- Managing and administering access to the systems, networks, Operating Software or System Software, (including programs, device drivers, microcode and related code supporting documentation and media that: 1) perform tasks basic to the functioning of data processing and network connectivity; and 2) are required to operate Applications Software), systems files and the State Data.
- Supporting the State in implementation of programs to raise the awareness of End Users and staff personnel as to the existence and importance of security policy compliance.
- Installing and updating State provided or approved system security Software, assigning and resetting passwords per established procedures, providing the agency access to create user ID's, suspend and delete inactive logon IDs, research system security problems, maintain network access authority, assisting in processing the agency requested security requests, performing security audits to confirm that adequate security procedures are in place on an ongoing basis, with the agency's assistance providing incident investigation support, and providing environment and server security support and technical advice.
- Developing, implementing, and maintaining a set of automated and manual processes so that the State data access rules, as they are made known by the State, are not compromised.

- Performing physical security functions (e.g., identification badge controls, alarm responses) at the facilities under Contractor control.

3.2. Periodic Security and Privacy Audits

The State shall be responsible for conducting periodic security and privacy audits and generally utilizes members of the OIT Chief Information Security Officer and Privacy teams, the OBM Office of Internal Audit and the Auditor of State, depending on the focus area of an audit. Should an audit issue or finding be discovered the following resolution path shall apply:

- If a security or privacy issue is determined to be pre-existing to this agreement, the State will have responsibility to address or resolve the issue. Dependent on the nature of the issue the State may elect to contract with the Contractor under mutually agreeable terms for those specific resolution services at that time or elect to address the issue independent of the Contractor.
- For in-scope environments and services, all new systems implemented or deployed by the Contractor shall comply with State security and privacy policies.

3.3. Annual Security Plan: State and Contractor Obligations

The Contractor will develop, implement and thereafter maintain annually a Security Plan for review, comment and approval by the State Information Security and Privacy Officer, that a minimum must include and implement processes for the following items related to the system and services:

- Security policies
- Logical security controls (privacy, user access and authentication, user permissions, etc.)
- Technical security controls and security architecture (communications, hardware, data, physical access, software, operating system, encryption, etc.)
- Security processes (security assessments, risk assessments, incident response, etc.)
- Detail the technical specifics to satisfy the following:
- Network segmentation
- Perimeter security
- Application security and data sensitivity classification
- PHI and PII data elements
- Intrusion management
- Monitoring and reporting
- Host hardening
- Remote access
- Encryption
- State-wide active directory services for authentication
- Interface security
- Security test procedures
- Managing network security devices
- Security patch management
- Detailed diagrams depicting all security-related devices and subsystems and their relationships with other systems for which they provide controls

- Secure communications over the Internet

The Security Plan must detail how security will be controlled during the implementation of the System and Services and contain the following:

- High-level description of the program and projects
- Security risks and concerns
- Security roles and responsibilities
- Program and project security policies and guidelines
- Security-specific project deliverables and processes
- Security team review and approval process
- Security-Identity management and Access Control for Contractor and State joiners, movers, and leavers
- Data Protection Plan for personal/sensitive data within the projects
- Business continuity and disaster recovery plan for the projects
- Infrastructure architecture and security processes
- Application security and industry best practices for the projects
- Vulnerability and threat management plan (cyber security)

3.4. State Network Access (VPN)

Any remote access to State systems and networks, Contractor or otherwise, must employ secure data transmission protocols, including the secure sockets layer (SSL) protocol and public key authentication, signing and encryption. In addition, any remote access solution must use Secure Multipurpose Internet Mail Extensions (S/MIME) to provide encryption and non-repudiation services through digital certificates and the provided PKI. Multi-factor authentication is to be employed for users with privileged network access by leveraging the State of Ohio RSA solution.

3.5. Security and Data Protection.

All Services must also operate at the [moderate level baseline] as defined in the National Institute of Standards and Technology ("NIST") 800-53 Rev. 4 [moderate baseline requirements], be consistent with Federal Information Security Management Act ("FISMA") requirements, and offer a customizable and extendable capability based on open-standards APIs that enable integration with third party applications. Additionally, they must provide the State's systems administrators with 24x7 visibility into the services through a real-time, web-based "dashboard" capability that enables them to monitor, in real or near real time, the Services' performance against the established SLAs and promised operational parameters.

3.6. State Information Technology Policies

The Contractor is responsible for maintaining the security of information in environment elements under direct management and in accordance with State Security policies and standards. The Contractor will implement information security policies and capabilities as set forth in Statements of Work and, upon review and agreement by the State, based on the Offeror's standard service center security processes that satisfy the State's requirements contained herein. The Offeror's responsibilities with respect to security services include the following:

- Support intrusion detection & prevention including prompt agency notification of such events, reporting, monitoring and assessing security events.
- Support the State IT Security Policy which includes the development, maintenance, updates, and implementation of security procedures with the agency's review and approval, including physical access strategies and standards, ID approval procedures and a breach of security action plan.
- Managing and administering access to the Operating Software, systems files and the State Data.
- Installing and updating State provided or approved system security Software, assigning and resetting administrative passwords per established procedures, providing the agency access to create administrative user ID's, suspending and deleting inactive logon IDs, researching system security problems, maintaining network access authority, assist processing of the agency requested security requests, performing security audits to confirm that adequate security procedures are in place on an ongoing basis, with the agency's assistance providing incident investigation support, and providing environment and server security support and technical advice.
- Developing, implementing, and maintaining a set of automated and manual processes so that the State data access rules are not compromised.
- Where the Contractor identifies a potential issue in maintaining an "as provided" State infrastructure element with the more stringent requirement of an agency security policy (which may be federally mandated or otherwise required by law), identifying to agencies the nature of the issue, and if possible, potential remedies for consideration by the State agency.
- The State shall be responsible for conducting periodic security and privacy audits and generally utilizes members of the OIT Chief Information Security Officer and Privacy teams, the OBM Office of Internal Audit and the Auditor of State, depending on the focus area of an audit. Should an audit issue be discovered the following resolution path shall apply:
- If a security or privacy issue is determined to be pre-existing to this agreement, the State will have responsibility to address or resolve the issue. Dependent on the nature of the issue the State may elect to contract with the Contractor under mutually agreeable terms for those specific resolution services at that time or elect to address the issue independent of the Contractor.
- If over the course of delivering services to the State under this Statement of Work for in-scope environments the Contractor becomes aware of an issue, or a potential issue that was not detected by security and privacy teams the Contractor is to notify the State within two (2) hours. This notification shall not minimize the more stringent Service Level Agreements pertaining to security scans and breaches contained herein, which due to the nature of an active breach shall take precedence over this notification. Dependent on the nature of the issue the State may elect to contract with the Contractor under mutually agreeable terms for those specific resolution services at that time or elect to address the issue independent of the Contractor.
- For in-scope environments and services, all new systems implemented or deployed by the Contractor shall comply with State security and privacy policies.

The Contractor will comply with State Security and Privacy policies and standards. For purposes of convenience, a compendium of links to this information is provided in the Table below.

State of Ohio Security and Privacy Policies

Item	Link
Statewide IT Standards	http://das.ohio.gov/Divisions/InformationTechnology/StateofOhioITStandards.aspx
Statewide IT Bulletins	http://das.ohio.gov/Divisions/InformationTechnology/StateofOhioITBulletins.aspx
IT Policies and Standards	http://das.ohio.gov/Divisions/InformationTechnology/StateofOhioITPolicies/tabid/107/Default.aspx
DAS Policies	100-11 Protecting Privacy), (700 Series – Computing) and (2000 Series – IT Operations and Management) http://das.ohio.gov/Divisions/DirectorsOffice/EmployeesServices/DASPolicies/tabid/463/Default.aspx

4. State and Federal Data Privacy Requirements

Because the privacy of individuals' personally identifiable information (PII) and State Sensitive Information, generally information that is not subject to disclosures under Ohio Public Records law, (SSI) is a key element to maintaining the public's trust in working with the State, all systems and services shall be designed and shall function according to the following fair information practices principles. To the extent that personally identifiable information in the system is "protected health information" under the HIPAA Privacy Rule, these principles shall be implemented in alignment with the HIPAA Privacy Rule. To the extent that there is PII in the system that is not "protected health information" under HIPAA, these principles shall still be implemented and, when applicable, aligned to other law or regulation.

All parties to this agreement specifically agree to comply with state and federal confidentiality and information disclosure laws, rules and regulations applicable to work associated with this RFP including but not limited to:

- United States Code 42 USC 1320d through 1320d-8 (HIPAA);
- IRS 1075 pertaining to FTI data;
- Code of Federal Regulations, 42 CFR 431.300, 431.302, 431.305, 431.306, 435.945,45 CFR164.502 (e) and 164.504 (e);
- Ohio Revised Code, ORC 173.20, 173.22, 1347.01 through 1347.99, 2305.24, 2305.251, 3701.243, 3701.028, 4123.27, 5101.26, 5101.27, 5101.572, 5112.21, and 5111.61; and
- Corresponding Ohio Administrative Code Rules and Updates.
- Systems and Services must support and comply with the State's security operational support model which is aligned to NIST 800-53 Revision 3.

4.1. Protection of State Data

Protection of State Data. To protect State Data as described in this agreement, in addition to its other duties regarding State Data, Contractor will:

- Maintain in confidence any personally identifiable information ("PI") and State Sensitive Information ("SSI") it may obtain, maintain, process, or otherwise receive from or through the State in the course of the Agreement;
- Use and permit its employees, officers, agents, and independent contractors to use any PI/SSI received from the State solely for those purposes expressly contemplated by the Agreement;
- Not sell, rent, lease or disclose, or permit its employees, officers, agents, and independent contractors to sell, rent, lease, or disclose, any such PI/SSI to any third party, except as permitted under this Agreement or required by applicable law, regulation, or court order;
- Take all commercially reasonable steps to (a) protect the confidentiality of PI/SSI received from the State and (b) establish and maintain physical, technical and administrative safeguards to prevent unauthorized access by third parties to PI/SSI received by Contractor from the State;
- Give access to PI/SSI of the State only to those individual employees, officers, agents, and independent contractors who reasonably require access to such information in connection with the performance of Contractor's obligations under this Agreement;
- Upon request by the State, promptly destroy or return to the State in a format designated by the State all PI/SSI received from the State;
- Cooperate with any attempt by the State to monitor Contractor's compliance with the foregoing obligations as reasonably requested by the State from time to time. The State shall be responsible for all costs incurred by Contractor for compliance with this provision of this subsection;

- Establish and maintain data security policies and procedures designed to ensure the following:

a) Security and confidentiality of PI/SSI;
b) Protection against anticipated threats or hazards to the security or integrity of PI/SSI; and
c) Protection against the unauthorized access or use of PI/SSI.

4.1.1. Disclosure

Disclosure to Third Parties. This Agreement shall not be deemed to prohibit disclosures in the following cases:

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

4.2. Handling the State's Data

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

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

4.3. Contractor Access to State Networks Systems and Data

The Contractor must maintain a robust boundary security capacity that incorporates generally recognized system hardening techniques. This includes determining which ports and services are required to support access to systems that hold State Data, limiting access to only these points, and disable all others.

To do this, the Contractor must:

- Use assets and techniques such as properly configured firewalls, a demilitarized zone for handling public traffic, host-to-host management, Internet protocol specification for source and destination, strong authentication, encryption, packet filtering, activity logging, and implementation of system security fixes and patches as they become available.
- Use two-factor authentication to limit access to systems that contain particularly sensitive State Data, such as personally identifiable data.
- Assume all State Data and information is both confidential and critical for State operations, and the Contractor's security policies, plans, and procedure for the handling, storage, backup, access, and, if appropriate, destruction of that data must be commensurate to this level of sensitivity unless the State instructs the Contractor otherwise in writing.
- Employ appropriate intrusion and attack prevention and detection capabilities. Those capabilities must track unauthorized access and attempts to access the State's Data, as well as attacks on the Contractor's infrastructure associated with the State's data. Further, the Contractor must monitor and appropriately address information from its system tools used to prevent and detect unauthorized access to and attacks on the infrastructure associated with the State's Data.
- Use appropriate measures to ensure that State Data is secure before transferring control of any systems or media on which State Data is stored. The method of securing the State Data must be appropriate to the situation and may include erasure, destruction, or encryption of the State Data before transfer of control. The transfer of any such system or media must be reasonably necessary for the performance of the Contractor's obligations under this Contract.
- Have a business continuity plan in place that the Contractor tests and updates at least annually. The plan must address procedures for response to emergencies and other business interruptions. Part of the plan must address backing up and storing data at a location sufficiently remote from the facilities at which the Contractor maintains the State's Data in case of loss of that data at the primary site. The plan also must address the rapid restoration, relocation, or replacement of resources associated with the State's Data in the case of a disaster or other business interruption. The Contractor's business continuity plan must address short- and long-term restoration, relocation, or replacement of resources that will ensure the smooth continuation of operations related to the State's Data. Such resources may include, among others, communications, supplies, transportation, space, power and environmental controls, documentation, people, data, software, and hardware. The Contractor also must provide for reviewing, testing, and adjusting the plan on an annual basis.
- Not allow the State's Data to be loaded onto portable computing devices or portable storage components or media unless necessary to perform its obligations under this Contract properly. Even then, the Contractor may permit such only if adequate security measures are in place to ensure the integrity and security of the State Data. Those measures must include a policy on physical security for such devices to minimize the risks of theft and unauthorized access that includes a prohibition against viewing sensitive or confidential data in public or common areas.
- Ensure that portable computing devices must have anti-virus software, personal firewalls, and system password protection. In addition, the State's Data must be encrypted when stored on any portable computing or storage device or media or when transmitted from them across any data network.
- Maintain an accurate inventory of all such devices and the individuals to whom they are assigned.

4.4. Portable Devices, Data Transfer and Media

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

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

To the extent the State requires the Contractor to adhere to specific processes or procedures in addition to those set forth above in order for the Contractor to comply with the managed services principles enumerated herein, those processes or procedures are set forth in this agreement.

4.5. Limited Use; Survival of Obligations.

Contractor may use PI/SSI only as necessary for Contractor's performance under or pursuant to rights granted in this Agreement and for no other purpose. Contractor's limited right to use PI/SSI expires upon conclusion, non-renewal or termination of this Agreement for any reason. Contractor's obligations of confidentiality and non-disclosure survive termination or expiration for any reason of this Agreement.

4.6. Disposal of PI/SSI.

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

4.7. Remedies

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

4.8. Prohibition on Off-Shore and Unapproved Access

The Contractor shall comply in all respects with U.S. statutes, regulations, and administrative requirements regarding its relationships with non-U.S. governmental and quasi-governmental entities including, but not limited to the export control regulations of the International Traffic in Arms Regulations ("ITAR") and the Export Administration Act ("EAA"); the anti-boycott and embargo regulations and guidelines issued under the EAA, and the regulations of the U.S. Department of the Treasury, Office of Foreign Assets Control, HIPPA Privacy Rules and other conventions as described and required in this Supplement.

The Contractor will provide resources for the work described herein with natural persons who are lawful permanent residents as defined in 8 U.S.C. 1101 (a)(20) or who are protected individuals as defined by 8 U.S.C. 1324b(a)(3). It also means any corporation, business association, partnership, society, trust, or any other entity, organization or group that is incorporated to do business in the U.S. It also includes any governmental (federal, state, local), entity.

The State specifically excludes sending, taking or making available remotely (directly or indirectly), any State information including data, software, code, intellectual property, designs and specifications, system logs, system data, personal or identifying information and related materials out of the United States in any manner, except by mere travel outside of the U.S. by a person whose personal knowledge includes technical data; or transferring registration, control, or ownership to a foreign person, whether in the U.S. or abroad, or disclosing (including oral or visual disclosure) or transferring in the United States any State article to an embassy, any agency or subdivision of a foreign government (e.g., diplomatic missions); or disclosing (including oral or visual disclosure) or transferring data to a foreign person, whether in the U.S. or abroad.

It is the responsibility of all individuals working at the State to understand and comply with the policy set forth in this document as it pertains to end-use export controls regarding State restricted information.

Where the Contractor is handling confidential employee or citizen data associated with Human Resources data, the Contractor will comply with data handling privacy requirements associated with HIPAA and as further defined by The United States Department of Health and Human Services Privacy Requirements and outlined in http://www.hhs.gov/ocr/privacysummary.pdf

It is the responsibility of all Contractor individuals working at the State to understand and comply with the policy set forth in this document as it pertains to end-use export controls regarding State restricted information.

Where the Contractor is handling confidential or sensitive State, employee, citizen or Ohio Business data associated with State data, the Contractor will comply with data handling privacy requirements associated with the data HIPAA and as further defined by The United States Department of Health and Human Services Privacy Requirements and outlined in http://www.hhs.gov/ocr/privacysummary.pdf.

4.9. Background Check of Contractor Personnel

Contractor agrees that (1) it will conduct 3rd party criminal background checks on Contractor personnel who will perform Sensitive Services (as defined below), and (2) no Ineligible Personnel will perform Sensitive Services under this Agreement. “Ineligible Personnel” means any person who (a) has been convicted at any time of any criminal offense involving dishonesty, a breach of trust, or money laundering, or who has entered into a pre-trial diversion or similar program in connection with a prosecution for such offense, (b) is named by the Office of Foreign Asset Control (OFAC) as a Specially Designated National, or (b) has been convicted of a felony.

“Sensitive Services” means those services that (i) require access to Customer/Consumer Information, (ii) relate to the State’s computer networks, information systems, databases or secure facilities under circumstances that would permit modifications to such systems, or (iii) involve unsupervised access to secure facilities (“Sensitive Services”).

Upon request, Contractor will provide written evidence that all of Contractor’s personnel providing Sensitive Services have undergone a criminal background check and are eligible to provide Sensitive Services. In the event

that Contractor does not comply with the terms of this section, the State may, in its sole and absolute discretion, terminate this Contract immediately without further liability.

4.10. Federal Tax Information

Contract Language for General Services

4.10.1. Performance

In performance of this Contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

1. All work will be done under the supervision of the Contractor or the Contractor's employees.
2. Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this Contract.
   Disclosure to anyone other than an officer or employee of the Contractor will be prohibited.
3. All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
4. The Contractor certifies that the data processed during the performance of this Contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the Contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the Contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
5. Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the Contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
6. All computer systems receiving, processing, storing, or transmitting Federal Tax Information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operations, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal Tax Information.
7. No work involving Federal Tax Information furnished under this Contract will be subcontracted without prior written approval of the IRS.
8. The Contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
9. The agency will have the right to void the Contract if the Contractor fails to provide the safeguards described above.

4.10.2. Criminal/Civil Sanctions

1. Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further

disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than $1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

2. Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the Contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of the officer or employee (United States for Federal employees) in an amount equal to the sum of the greater of $1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC 7213A and 7431.
3. Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

4.10.3. Criminal/Civil Sanctions

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the Contractor for inspection of the facilities and operations provided for the performance of any work under this Contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with Contract safeguards

5. Contractor Responsibilities Related to Reporting of Concerns, Issues and Security/Privacy Issues

5.1. General

If over the course of the agreement a security or privacy issue arises, whether detected by the State, a State auditor or the Contractor, that was not existing within an in-scope environment or service prior to the commencement of any Contracted service associated with this agreement, the Contractor must:

- notify the State of the issue or acknowledge receipt of the issue within two (2) hours;

- within forty-eight (48) hours from the initial detection or communication of the issue from the State, present an potential exposure or issue assessment document to the State Account Representative and the State Chief Information Security Officer with a high level assessment as to resolution actions and a plan;
- within four (4) calendar days, and upon direction from the State, implement to the extent commercially reasonable measures to minimize the State's exposure to security or privacy until such time as the issue is resolved; and
- upon approval from the State implement a permanent repair to the identified issue at the Contractor's cost; and

5.2. Actual or Attempted Access or Disclosure

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

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

5.3. Unapproved Disclosures and Intrusions: Contractor Responsibilities

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

- Where the Contractor identifies a potential issue in maintaining an "as provided" State infrastructure element with the more stringent of an Agency level security policy (which may be Federally mandated or otherwise required by law), identifying to Agencies the nature of the issue, and if possible, potential remedies for consideration by the State agency.
- If over the course of delivering services to the State under this Statement of Work for in-scope environments the Contractor becomes aware of an issue, or a potential issue that was not detected by security and privacy teams the Contractor is to notify the State within two (2) hour. This notification shall not minimize the more stringent Service Level Agreements pertaining to security scans and breaches contained herein, which due to the nature of an active breach shall take precedence over this notification. Dependent on the nature of the issue the State may elect to contract with the Contractor under mutually agreeable terms for those specific resolution services at that time or elect to address the issue independent of the Contractor.

5.4. Security Breach Reporting and Indemnification Requirements

- In case of an actual security breach that may have compromised State Data, the Contractor must notify the State in writing of the breach within two (2) hours of the Contractor becoming aware of the breach and fully cooperate with the State to mitigate the consequences of such a breach. This includes any use or disclosure of the State data that is inconsistent with the terms of this Contract and of which the Contractor becomes aware, including but not

limited to, any discovery of a use or disclosure that is not consistent with this Contract by an employee, agent, or subcontractor of the Contractor.

- The Contractor must give the State full access to the details of the breach and assist the State in making any notifications to potentially affected people and organizations that the State deems are necessary or appropriate. The Contractor must document all such incidents, including its response to them, and make that documentation available to the State on request.
- In addition to any other liability under this Contract related to the Contractor's improper disclosure of State data, and regardless of any limitation on liability of any kind in this Contract, the Contractor will be responsible for acquiring one year's identity theft protection service on behalf of any individual or entity whose personally identifiable information is compromised while it is in the Contractor's possession. Such identity theft protection must provide coverage from all three major credit reporting agencies and provide immediate notice through phone or email of attempts to access the individuals' credit history through those services.

6. Security Review Services

As part of a regular Security Review process, the Contractor will include the following reporting and services to the State:

6.1. Hardware and Software Assets

The Contractor will support the State in defining and producing specific reports for both hardware and software assets. At a minimum this should include:

- Deviations to hardware baseline
- Inventory of information types by hardware device
- Software inventory against licenses (State purchased)
- Software versions and then scans of versions against patches distributed and applied

6.2. Security Standards by Device and Access Type

The Contractor will:

- Document security standards by device type and execute regular scans against these standards to produce exception reports
- Document and implement a process for deviation from State standards

6.3. Boundary Defenses

The Contractor will:

- Work with the State to support the denial of communications to/from known malicious IP addresses*
- Ensure that the network architecture separates internal systems from DMZ and extranet systems
- Require remote login access to use two-factor authentication
- Support the State's monitoring and management of devices remotely logging into internal network
- Support the State in the configuration firewall session tracking mechanisms for addresses that access the system

6.4. Audit Log Reviews

The Contractor will:

- Work with the State to review and validate audit log settings for hardware and software
- Ensure that all systems and environments have adequate space to store logs
- Work with the State to devise and implement profiles of common events from given systems to both reduce false positives and rapidly identify active access
- Provide requirements to the State to configure operating systems to log access control events
- Design and execute bi-weekly reports to identify anomalies in system logs
- Ensure logs are written to write-only devices for all servers or a dedicated server managed by another group.

6.5. Application Software Security

The Contractor will:

- Perform configuration review of operating system, application and database settings
- Ensure software development personnel receive training in writing secure code

6.6. System Administrator Access

The Contractor will

- Inventory all administrative passwords (application, database and operating system level)
- Implement policies to change default passwords in accordance with State policies, particular following any transfer or termination of personnel (State, existing MSV or Contractor)
- Configure administrative accounts to require regular password changes
- Ensure service level accounts have cryptographically strong passwords
- Store passwords in a hashed or encrypted format
- Ensure administrative accounts are used only for administrative activities
- Implement focused auditing of administrative privileged functions
- Configure systems to log entry and alert when administrative accounts are modified
- Segregate administrator accounts based on defined roles

6.7. Account Access Privileges

The Contractor will:

- Review and disable accounts not associated with a business process
- Create daily report that includes locked out accounts, disabled accounts, etc.
- Implement process for revoking system access
- Automatically log off users after a standard period of inactivity
- Monitor account usage to determine dormant accounts
- Monitor access attempts to deactivated accounts through audit logging
- Profile typical account usage and implement or maintain profiles to ensure that Security profiles are implemented correctly and consistently

6.8. Additional Controls and Responsibilities

The Contractor will meet with the State no less frequently than annually to:

- Review, Update and Conduct Security training for personnel, based on roles
- Review the adequacy of physical and environmental controls
- Verify the encryption of sensitive data in transit
- Review access control to information based on established roles and access profiles
- Update and review system administration documentation
- Update and review system maintenance policies
- Update and Review system and integrity policies
- Revise and Implement updates to the system security program plan
- Update and Implement Risk Assessment Policies and procedures
- Update and implement incident response procedures