

REQUEST FOR PROPOSALS

RFP NUMBER: 0A1056
DATE ISSUED: April 8, 2009

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

OAKS Business Intelligence Project

INQUIRY PERIOD BEGINS: April 8, 2009
INQUIRY PERIOD ENDS: May 4, 2009
OPENING DATE: May 11, 2009
OPENING TIME: 1:00 P.M.
OPENING LOCATION: Department of Administrative Services
I.T. Procurement Services
Bid Room
4200 Surface Road
Columbus, Ohio 43228

This RFP consists of five parts and eight attachments, totaling 72 consecutively numbered pages. Supplements also are attached to this RFP with a beginning header page and an ending trailer page. Please verify that you have a complete copy.

PART ONE: EXECUTIVE SUMMARY

Purpose. This is a Request for Competitive Sealed Proposals (“RFP”) under Sections 125.071 and 125.18 of the Ohio Revised Code (the “Revised Code”) and Section 123:5-1-8 of the Ohio Administrative Code (the “Administrative Code”). The Department of Administrative Services (DAS) has asked the Department of Administrative Services to solicit competitive sealed proposals (“Proposals”) for a contractor to develop a business intelligence (BI) business/implementation roadmap, high level requirements with BI solution validation and implementation of selected delivered FIN and HCM business intelligence data marts in the PeopleSoft EPM 9.0 environment (the “Work”), and this RFP is the result of that request.

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

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

Once awarded, the term of the Contract will be from the award date until the Work is completed to the satisfaction of the State and the Contractor is paid or June 30, 2011, whichever is sooner. The State may renew this Contract for up to four additional one-year term(s), subject to and contingent on the discretionary decision of the Ohio General Assembly to appropriate funds for this Contract in each new biennium. Any such renewal of all or part of the Contract also is subject to the satisfactory performance of the Contractor and the needs of DAS.

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. The State of Ohio manages more than 1.5 million payments against deposits of more than 50 billion dollars each year. More than 110 agencies employ approximately 64,000 employees. The information provided by the Ohio Administrative Knowledge System (OAKS), Ohio’s PeopleSoft ERP system, currently spans PeopleSoft Financials (FIN), Budget/Planning and Human Capital Management (HCM). For the past three years the State has invested in developing and deploying the PeopleSoft application suite, including Finance (FIN), Human Capital Management (HCM) and Enterprise Performance Management (EPM).

The deployment of this suite was completed in July 2008 and is currently supported operationally by a combination of State employees and third-party providers. The State is in the process of transforming its current application support to a Managed Services model, governed by SLAs, in which the selected contractor is ultimately responsible for the ongoing management and performance of these applications. In October 2008, the State issued an RFP for Managed Services that was awarded to Accenture in February 2009; the scope includes the following items as it pertains to the current PeopleSoft HCM, FIN, EPM, Enterprise Learning Management (ELM) and Customer Relationship Management (CRM) environment:

- Major/Minor Upgrades
- Application and Infrastructure Break/Fix
- Application Development and Maintenance
- Production Operations
- Technical Infrastructure
- Operating Facility
- Required Service Levels

Current State – Technical Summary

The current state of the OAKS BI solution is comprised of the EPM 8.9 environment with a Cognos reporting solution. The PeopleSoft EPM is part of the PeopleSoft software bundle addressing basic reporting and analysis needs for HCM, FIN and other PeopleSoft modules. The key components of this reporting and analysis environment include the Operational Warehouse Staging (OWS) database, the Operational Warehouse - Enriched (OWE) and the Multi Dimensional Warehouse (MDW) query environment to support BI requirements. The MDW was not implemented, instead a database called the Operational Reporting Warehouse (ORW) was created with flat file type structures stored in tables, sometimes referred to a "Master File" approach. Other tables are reflections of staging tables and/or PeopleSoft operational tables. Information is loaded either using IBM DataStage or using a materialized view derived from a larger table. The PeopleSoft Budgeting and Planning module has been implemented and runs against the OWE environment. ETL processes are typically done using IBM DataStage, PL/SQL code and jobs are scheduled using the UC4 scheduling package.

The EPM 8.9 environment has been highly customized and does not utilize the core delivered BI model or tools encapsulated in the delivered product. Cognos is used as a user/ad-hoc reporting tool and the BI analytical engine or its BI capabilities are not being utilized. At this point, based on the incomplete implementation, the State does not see any value added in upgrading the current environment to v9.0.

In January 2009 a BI Competency Center (BICC) body was set up with a mission to establish the strategy, principles, standards and best practices to enable the State to deliver successful decision-support applications. The BICC will enable the efforts of a highly decentralized group of agencies to deliver high-value focused business analytical applications, data marts and other meaningful extensions of a robust data model. Additionally, the core benefit provided by the BICC is to enable a cross-agency strategy and beginning point for all initiatives, to ensure maximum efficiencies and cross organizational effectiveness.

The BICC is composed of Central Agency Representatives: Office of Budget and Management, Department of Administrative Services (General Services and Human Resources divisions), Agency Business Owners and Agency Analytical Subject Matter Experts.

The following table contains information on the current environment.

Software Tools Matrix

Software Layer	Software	Version
Database Server	Oracle Server 10g	10.2.x
Application Server	PeopleSoft HCM	8.9
	PeopleSoft Finance	8.8
	PeopleSoft EPM*	8.9 MP4
	PeopleTools	8.46
Extract Transform and Load (ETL) tools	IBM DataStage	7.5
Business Intelligence	Cognos	8.2

* For PeopleSoft EPM, the Planning and Budgeting module has been implemented.

The following modules are licensed: CRM Warehouse, EPM Foundation, EPM Portal Pack, FIN Warehouse, HCM Warehouse, Performance Mgmt. Warehouse, Planning and Budgeting, Project Portfolio Mgmt., Scorecard, Supplier Rating System, Supply Chain Warehouse, Workforce Profile, and Workforce Rewards. Plans to implement Supplier Relationship Management application 8.8,

which includes Strategic Sourcing, Supplier Rating system, Supplier Contract Management and Catalog Management are currently under way.

The following environments will continue to be supported by a Managed Services vendor for the current BI environment.

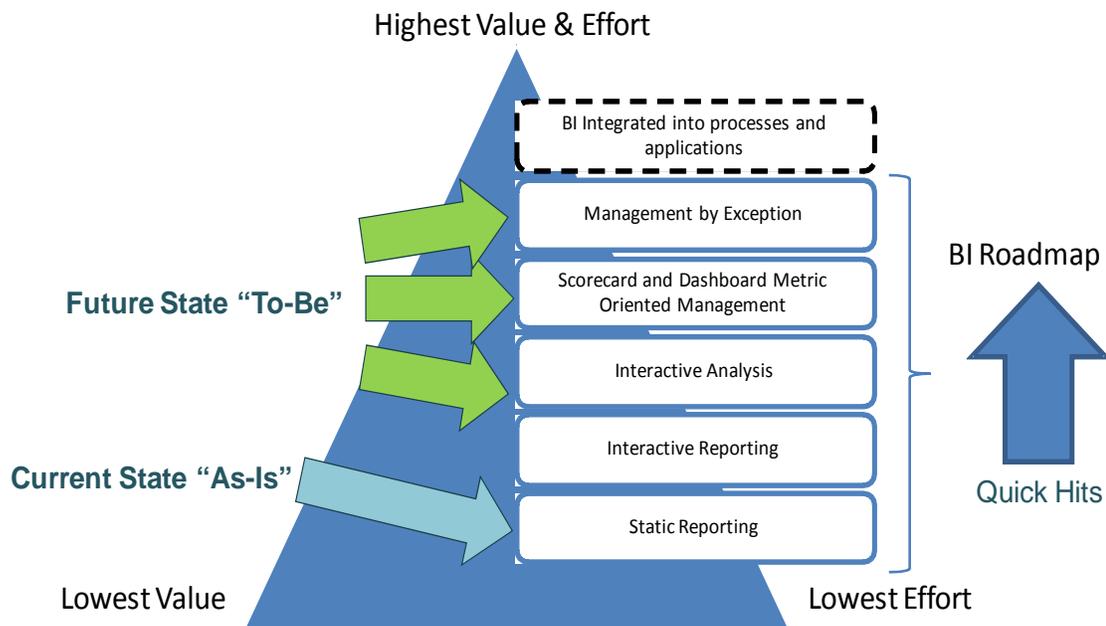
Environment	EPM 8.9	Cognos
Demo	✓	
Patch Testing/Staging	✓	
Development	✓	✓
Configuration	✓	
Quality Assurance/ Testing	✓	✓
Performance Testing	✓	
Production	✓	✓
Training Development	✓	
Training Delivery	✓	
Training Practice	✓	
Proof of Concept	✓	

The web servers, application servers, file server and development tool run on a Windows Operating system. The Oracle RAC 10g R2 database servers run on HP-UX Operating system.

The State's intended goals of the Business Intelligence (BI) environment are summarized as follows:

1. Fully and Properly Implement PeopleSoft's 'Delivered' BI Suite.
 - Move to a business content focused, iterative BI development (quarterly releases).
 - Provide an agency driven, best practice based framework for intelligent reporting, trend analysis and pro-active decision making.
 - Provide a standardized method for BI reporting.
 - Make reporting accessible and simple for the business users in all State agencies.
 - Provide a central store of cross departmental financial, employee and budget information that is:
 - Easily accessible;
 - Complete and consistent with respect to the information currently available from PeopleSoft FIN and HCM and from other source systems in the future;
 - Usable for a wide variety of reporting needs; and
 - Reconcilable
2. Establish Governance Processes.
 - Set and establish business priorities that align technical and operational excellence with business need and agility.
 - Identify clear business data ownership and stewardship requirements and roles, including:
 - Establish a principle driven standard for data privacy and data definition use within a fully integrated data model.
 - Data definition standards to prevent agencies from duplicating data and creating highly customized reporting solutions.
 - Enable a robust data model that provides flexibility and cross data analysis.
 - Effectively manage the use of the data across multiple organizations.

- Reduce the risk of the “erroneous data” being exposed or used within organization.
 - Establish processes to ensure data quality, consistency and auditability.
 - Delineate agency level support and SLA requirements to deliver a pragmatic and high-performance support and maintenance capability.
3. Mature the BI Competency Center (BICC).
- Establish the strategy, principles, standards and best practices that enable the State to deliver successful decision-support applications. The BICC must enable the efforts of a highly decentralized group of agencies to deliver high-value focused business analytical applications, data marts and other meaningful extensions of a robust data model. Additionally, the core benefit provided by the BICC is to enable a cross-agency strategy and beginning point for all initiatives, to ensure maximum efficiencies and cross organizational effectiveness.
 - Hire BI experts in appropriate roles and provide training utilizing contemporary lifecycle development tools and methodologies.
 - Train existing staff in key technologies.
 - Establish and follow disciplined processes to move the capability set from “data access” to “business insight and analysis”.



In July 2008, the State issued an RFQ for an Environment Impact Assessment for PeopleSoft EPM/Data Warehouse, Reporting Solutions and Identifying Areas of Opportunities (the “Assessment”). The results of the Assessment are available in Supplement 2 and 3 for informational purposes. The Assessment looked at the implementation, technology and organization from several different perspectives.

The first perspective was that of the stakeholders. A broad group of stakeholders were interviewed about the following:

- Current issues
- Past issues
- Perception of the BI organization

- Perception of the BI technology components
- Requirements that are and are not being met
- Business needs that BI could be used to address in the future

The second perspective was that of BI capability maturity model. The third perspective was derived from hands-on investigation of the environment. Some key current environment findings were:

Summary Findings	Impact/Change Imperative
Availability of timely and accurate data for analysis compromised by poorly designed processes.	<ul style="list-style-type: none"> • Overall interface/integration structure needs rework in concert with the (re)implementation of PeopleSoft EPM v9. • De facto reporting structures (i.e., source, EPM and reporting frameworks) need an overall architectural vision, defined roles as well as operational robustness to complement one another as opposed to conflict with one another.
Data quality is compromised by lack of balancing process between source, summarization and analysis reporting structures.	<ul style="list-style-type: none"> • The degree of control, auditability and repeatability of information needs to increase to ensure overall data/analysis robustness. • Automated controls, edits and procedures should be established to ensure overall data integrity. • Out of the box functionality and integration between EPM and HCM/FIN should be leveraged to both increase capabilities and integrity, while reducing development and operational costs.
Usability compromised by inefficient data warehouse (ORW) design, multiple reporting instances/sources, timing of interfaces and other operational/architectural issues.	<ul style="list-style-type: none"> • The overall design, tools, technical architecture and flow of information needs to be enhanced to minimize conflicts, timing issues, and inconsistency and maximize analysis and responsiveness to end-users. • The design of the BI environment needs to better support current business needs, while being designed for future/anticipated operating models.
Ability to find data compromised by lack of adequate data descriptions and overall meta-data consistency.	<ul style="list-style-type: none"> • The use of meta-data, data catalogs and comprehensive documentation, combined with effective end-user training is absolutely required. • Out of the box PeopleSoft EPM functions and capabilities should be leveraged to drive consistency of approach, analysis and other information uses.
Poor reporting experience caused by data warehouse and framework design requires users to spend more time sourcing and interpreting data sources as opposed to analyzing information.	<ul style="list-style-type: none"> • Need to analyze full BI reporting engine capabilities– augmented by an effective EPM v9 implementation to streamline information gathering and analysis tasks. • There is a strong desire to re-orient users to spending more than 80% of their time analyzing data (and making business decisions) as opposed to the current model of more than 80% of their time spent sourcing and understanding data.

To facilitate analysis, the assessment team divided the agencies into three groups based on the number of registered Cognos users. This approach worked fairly well and more or less matched an intuitive categorization of the agencies by size. The groupings and some of their characteristics are below:

Large User Base Agencies (9)

10,688 users

Characteristics:
 Only a few agencies
 Thousands of users
 Wide variety of requirements
 Many complex requirements
 Has own IT capability
 Already developing custom reports

Medium User Base Agencies (11)

2,526 users

Characteristics:
 Only a few agencies
 Hundreds of users
 Many common requirements
 Some complex requirements
 May have own IT capability
 Some developing reports

Small User Base Agencies (81)

1,311 users

Characteristics:
 Many agencies
 Only a few users each
 Mostly common requirements
 A few with complex requirements
 Do not generally have IT capability

Many of the larger agencies not only have their own IT capabilities and have written their own Cognos reports using OAKS data, but have also integrated OAKS data feeds into their own reporting environment.

The following charts illustrate business requirements by agency group for broad subject areas. They also indicate which agencies have their own financial reporting environment.

Small Agencies

AGENCY NAME	RESOURCE CAPABILITIES								AGENCY DB USED TO SUPPORT EPM REPORTING
	CASH MGMT	GRANTS	PAYMENTS	PAYROLL	EMPLOYEE	BUDGETS	EXPENSES		
Attorney General(AGO)	N	S	S	S	S	C	S	Oracle	
Board of Nursing(NUR)	N	S	S	S	S	S	S		
Board of Tax Appeals(BTA)	N	S	S	S	S	S	S		
Cultural Facilities Commission(AFC)	N	S	S	S	S	S	S		
Dept of Commerce(COM)	Y	C	S	M	C	M	M	Access	
Legal Rights Service(LRS)	Y	S	S	S	S	S	S		
Office of Consumers' Counsel(OCC)	N	S	S	S	S	S	S	Access	
Ohio Arts Council(ART)	N	S	S	S	S	S	S		

Resource Capabilities Y/N - Does the organization have report development resources
 Requirements Complexity: S - Simple M - Medium C - Complex
 Assessed
 Identified as Somewhat Urgent
 Identified as Very Urgent

For the small agencies that were interviewed, the lack of cash basis reporting was the single biggest issue. Several related issues were identified:

1. The information from the former legacy accounting system, Central Accounting System (CAS) cash reports, is not available; these agencies lack the staff or expertise to create their own reports or determine whether the reports created by other agencies will meet their needs.

- The change from cash to accrual basis accounting left the agencies unable to obtain the cash based reports required for federal reporting and for managing daily expenditures.
- When they look at their available cash, they see different numbers from different places within the system and are unable to reconcile the differences.

Medium Agencies

AGENCY NAME	RESOURCE CAPABILITIES								AGENCY DB USED TO SUPPORT EPM REPORTING
	CASH MGMT	GRANTS	PAYMENTS	PAYROLL	EMPLOYEE	BUDGETS	EXPENSES		
Dept of MRDD(DMR)	Y	M	S	C	M	S	S	M	SQL Server
Dept of Taxation(TAX)	Y	M	S	C	M	M	C	C	Access
Insurance(INS)	Y	M	S	C	C	M	M	C	Y
Dept of Youth Services(DYS)	Y	M	S	C	C	M	M	M	SQL Server
Rehab Services Commission(RSC)	N	S	S	M	C	C	S	M	
Dept of Development(DEV)	Y	S		C	C	M	C	C	Y
Dept of Education(ODE)	Y	S	M	M	C	M	C	M	Oracle
Office of Budget & Mgmt(OBM)	Y	C	S	C	C	M	C	C	
Dept of Aging(AGE)	Y	M	M	C	M	M	M	C	Y
DEPARTMENT OF VETERANS' SERVICE(DVS)	Y	M	M	C	M	M	M	C	SQL Server
Dept of Transportation(DOT)	Declined Interview								

Resource Capabilities Y/N - Does the organization have report development resources
 Requirements Complexity: S - Simple M - Medium C - Complex

Assessed
 Identified as Somewhat Urgent
 Identified as Very Urgent

For medium agencies, cash basis reporting no longer appears to be the primary requirement. Many of these agencies have already begun constructing alternate means of generating the required reports they need to reconcile. These agencies are more concerned with managing the payment process, payroll and expenses.

Large Agencies

AGENCY NAME	RESOURCE CAPABILITIES								AGENCY DB USED TO SUPPORT EPM REPORTING
	CASH MGMT	GRANTS	PAYMENTS	PAYROLL	EMPLOYEE	BUDGETS	EXPENSES		
Job and Family Services(JFS)	Y	M	M	C	M	M	C	C	Oracle
Bur of Workers' Compensation(BWC)	Y	S	M	C	M	C	C	C	Access
Dept of Rehab & Corrections(DRC)	Y	M	S	M	C	C	M	M	Access
Dept of Public Safety(DPS)	N	M	S	C	C	M	C	M	None
Dept of Health(DOH)	Y	S	S	M	M	C	S	C	DB2
Dept of Natural Resources(DNR)	Y	M	M	C	C	M	C	C	SQL Server
Mental Health(DMH)	Y	S	S	C	C	C	M	C	SQL Server
Administrative Services(DAS)	Y	C	S	M	C	C	S	M	None
Environmental Protection Agency(EPA)	Y	C	C	C	C	C	M	C	Access

Resource Capabilities Y/N - Does the organization have report development resources
 Requirements Complexity: S - Simple M - Medium C - Complex

Assessed
 Identified as Somewhat Urgent
 Identified as Very Urgent

Large agencies, like the medium agencies, are generally less concerned about the cash management reporting provided by OAKS; they are more concerned about payroll, employee and expense management. Their primary concerns center on data quality. All of them have written some of their own reports using OAKS data and all of them have internal alternatives available.

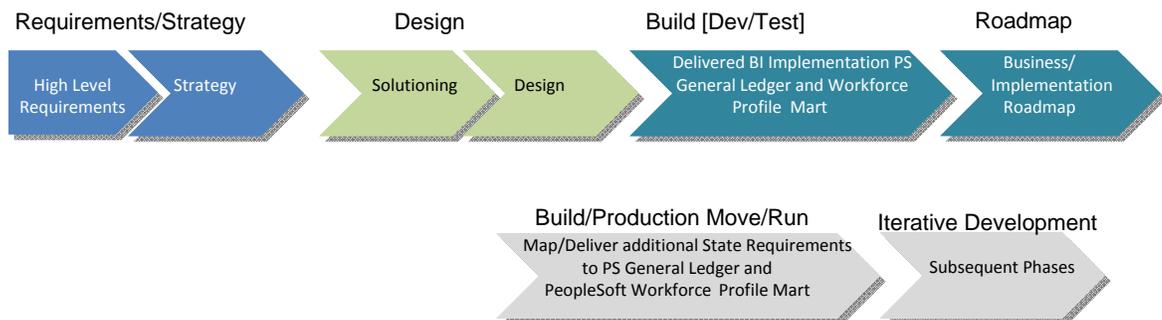
Objectives. The State has the following objectives that it wants the Work to fulfill, and it will be the Contractor's obligation to ensure that the Work meets these objectives:

- Define BI high level requirements and a business/implementation roadmap.

- Identify and remove obstacles for user adoption of a fully featured EPM v9 implementation using the current v8 environment as the basis for this project.
- Understand the extent of user dissatisfaction with the tools associated with analysis and reporting. Identify and recommend BI reporting tools to increase the overall satisfaction level while delivering a “next-generation” PeopleSoft EPM v9 based BI environment.
- Use best-practice implementation techniques to increase the analytic capabilities of the environment by fully utilizing **delivered functionality** in PeopleSoft EPM v9 (starting with PS General Ledger and Workforce Profile Mart); assuring complimentary integration and leveraging analysis tools to realize end-user requirements in a production proof-of-concept.
- Establish standard BI Analytics reporting for all state agencies driving a “one stop shop” for data/analytics/analysis needs.
- Eliminate end-user frustration due to data quality issues and interface complexity by streamlining the overall architecture, tools, data-sources and analysis objects.

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

An initial set of business requirement gaps were identified and documented as part of the Assessment. The purpose of this RFP is to obtain the services of a Contractor to develop the Business Intelligence High Level Requirements/Strategy, Design, Build (development (DEV) and testing (TEST)) and Roadmap, including solution validation and implementation of delivered FIN and HCM BI functionality using PeopleSoft EPM 9.0 starting with PS General Ledger and Workforce Profile Data Marts. At the completion of the Initial Work, the State plans to implement subsequent phases of the BI solution. Subsequent phases will be based on the delivered business roadmap and solution, with focus on business process and content for FIN and HCM areas. At a high level, the scope of Work defined in this RFP is as follows:



The subsequent phases will be defined using the Interval Deliverable Agreement (IDA) model. The Contractor must work with designated OAKS staff, as identified by the Work Representative, to develop deliverables for each defined interval for the duration of this Contract. The deliverables will be negotiated prior to the start of each interval and will be monitored throughout the interval and the life of the Contract. The State and the Contractor will agree in writing, during the course of the Contract, to specific work assignments, sub-deliverables, due dates, Contractor staffing requirements (based on positions and associated hourly rates in the Cost Summary Rate Card), State resources and the proposed deliverable agreement for the defined interval. A deliverable or sub-deliverable may be identified as a work product or hours toward completion of a work product. The IDA documents must be developed and submitted for State approval at least 30 days prior to the interval start date. An IDA is not effective until the State (OAKS and DAS) and Contractor have approved and signed the agreement. All IDA content (deliverables,

including sub-deliverables, a Work Breakdown Schedule (WBS) with due dates, etc.) will be amended to the Contract. IDAs are expected to be a combination of distinct projects, tasks, or reports and activities that will be consultative and billed on the basis of time and materials or as a deliverable completion as agreed to by the State and the Contractor.

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

Dates:

Firm Dates

RFP Issued:	April 8, 2009
Inquiry Period Begins:	April 8, 2009
Inquiry Period Ends:	May 4, 2009 at 8:00 a.m.
Proposal Due Date:	May 11, 2009 at 1:00 p.m.

Estimated Dates

Award Date:	July 10, 2009
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Estimated Work Dates

Work Begins:	July 20, 2009
Initial Work Completed:	Approximately 3 - 4 months after the Work Begins

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

PART TWO: STRUCTURE OF THIS RFP

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

Parts:

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

Attachments:

Attachment One	Evaluation Criteria
Attachment Two	Work Requirements and Special Provisions
Attachment Three	Requirements for Proposals
Attachment Four	General Terms and Conditions

Attachment Five	Sample Contract
Attachment Six	Offeror Certification Form
Attachment Seven	Offeror Profile Summary
Attachment Eight	Cost Summary

Supplements:

Supplement One	W-9 Form
Supplement Two	Assessment Summary/OIT-OAKS EPM Assessment (informational only)
Supplement Three	Requirements Document/OAKS Requirements (informational only)

PART THREE: GENERAL INSTRUCTIONS

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

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

Procurement Representative:

Elizabeth Robinson
 I.T. Procurement Analyst
 Department of Administrative Services
 I.T. Procurement Services
 4200 Surface Road
 Columbus, Ohio 43228

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

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

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

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

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

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

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

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

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

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

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

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

Proposal Submittal. Each offeror must submit a technical section and a cost section as part of its total Proposal before the opening time on the Proposal due date. The offeror must submit the technical section as a separate package from the cost section of its Proposal, and each section must be submitted in its own separate, opaque package. The package with the technical section of the Proposal must be sealed and contain one originally signed technical section and eight (8) copies of the technical section, and the package with the cost section also must be sealed and contain three (3) complete copies of the cost section of the Proposal. Further, the offeror must mark the outside of each package with either "OAKS Business Intelligence Project RFP –

Technical Proposal” or “OAKS Business Intelligence Project RFP – Cost Summary,” as appropriate.

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

Proposals are due no later than 11:00 a.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
IT Procurement Services
Attn: Bid Room
4200 Surface Road
Columbus, Ohio 43228

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART FOUR: EVALUATION OF PROPOSALS

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

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

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

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

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

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

Corrections and clarifications must be completed off State premises.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The State may limit negotiations to specific aspects of the RFP or the offeror's Proposal. The State may also require during the negotiation process that one or more of the proposed personnel be interviewed. Based upon interviews conducted during the negotiation process, the State may request replacement candidates. All interviews must be conducted at a designated State facility. Phone interviews are not acceptable. Should the evaluation result in a top-ranked Proposal, the State may limit negotiations to only that offeror and not hold negotiations with any lower-ranking offeror. If negotiations are unsuccessful with the top-ranked offeror, the State then

may go down the line of remaining offerors, according to rank, and negotiate with the next highest-ranking offeror. Lower-ranking offerors do not have a right to participate in negotiations conducted in such a manner.

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

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

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

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

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

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

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

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

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

PART FIVE: AWARD OF THE CONTRACT

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

Under Ohio's anti-terrorism legislation, effective April 14, 2006, the selected offeror must complete a Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization to certify that the offeror has not provided material assistance to any terrorist organization listed on the Terrorist Exclusion List. The form and the Terrorist Exclusion List are available on the Ohio Homeland Security Website. The form must be submitted with the offeror's Proposal. If an offeror answers yes or fails to answer any question on the form, the State may not award the Contract to that offeror. The offeror may request the Department of Public Safety to review such a denial of an award. More information concerning this law is available at: <http://www.homelandsecurity.ohio.gov>.

Included with this RFP, as Attachment Five, is a sample of the Contract for the RFP. The State will issue two originals of the Contract to the Contractor proposed for award. The offeror must sign and return the two originals to the Procurement Representative. The Contract will bind the State only when the State's duly authorized representative signs all copies and returns one to the Contractor with an award letter, the State issues a purchase order or other written payment obligation, 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 other written payment obligation under the Contract. If the State awards a Contract pursuant to this RFP, and the Contractor is unable or unwilling to begin the Work within the time specified above, the State may cancel the Contract, effective immediately on notice to the Contractor. The State then may return to the evaluation process under this RFP and resume the process without giving further consideration to the originally selected Proposal. Additionally, the State may seek such other remedies as may be available to the State in law or in equity for the selected offeror's failure to perform under the Contract.

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

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

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

ATTACHMENT ONE: EVALUATION CRITERIA

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

Mandatory Requirements	Reject	Accept
The offeror must have BI strategy, framework and solution project implementation experience with PeopleSoft FIN source data on a minimum of two projects each with a minimum BI user base of 100.		
The offeror must have experience implementing a Multi Dimensional Warehouse (MDW) mart, on at least one project, with a minimum BI user base of 100.		

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:

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

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

Scored Criteria	Weight	Best	2nd Best	3rd Best	Lower than 3rd Best	Not Acceptable
Offeror Requirements						
The offeror must have BI strategy, framework and solution project implementation experience with PeopleSoft FIN source data on a minimum of two projects each with a minimum BI user base of 100.	20	10	7	4	2	0
The offeror must have experience implementing a Multi Dimensional Warehouse (MDW) mart, on at least one project, with a minimum BI user base of 100.	30	10	7	4	2	0
Offeror or Subcontractor Requirements						
The offeror or subcontractor must have EPM Framework design and implementation experience using Oracle Business Intelligence Enterprise Edition (OBIEE) on a minimum of two projects.	80	10	7	4	2	0
Offeror Description	20	10	7	4	2	0
Proposed Solution						
Full Lifecycle SDLC Deliverables, Templates and Process	50	10	7	4	2	0
Work Plan	175	10	7	4	2	0
Project Plan	175	10	7	4	2	0
Proposed Staffing						
Staffing Plan and Key Personnel Experience	150	10	7	4	2	0

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

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

There is a maximum of 700 Technical Proposal Points available. The Total Technical Points for each offeror will be determined based upon the following formula:

Total Technical Points = Offeror Requirements Points + Proposed Solution Points+ Proposed Staffing Points

To ensure the scoring ratio of 70 Technical Proposal to 30 Cost Proposal is maintained, the State will use the following formulas to determine the points awarded to each offeror for the Technical Proposal.

Offeror Requirements Points = (Offeror's Offeror Requirements Points/Highest Number of Offeror Requirements Points Obtained) x 150

Proposed Solution Points = (Offeror's Proposed Solution Points/Highest Number of Proposed Solution Points Obtained) x 400

Proposed Staffing Points = (Offeror's Proposed Staffing Points/Highest Number of Proposed Staffing Points Obtained) x 150

There is 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 = Rate Card Points + Initial Work Cost Points

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

Rate Card Points = (Lowest Rate Card Total /Offeror's Rate Card Total) x 200

Initial Work Cost Points = (Lowest Not-To-Exceed Fixed Price for the Initial Work/Offeror's Not-To-Exceed Fixed Price for the Initial Work) x 100.

The Total Points score is calculated using the following formula:

Total Points = Technical Proposal Points + Cost Proposal Points

ATTACHMENT TWO: WORK REQUIREMENTS AND SPECIAL PROVISIONS

PART ONE: WORK REQUIREMENTS

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

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

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

The Contractor selected for this project will work with state resources from OAKS and key State Agency Business Owners (ABO) and Agency Analytical Subject Matter Experts (AASME).

Project Management Task

Kick Off Meeting. The Contractor and the State will conduct a kick off meeting within five working days after the State issues a purchase order or other written payment obligation under the Contract.

Update and Maintain Project Schedule. The Project schedule submitted with the Contractor's proposal must be updated and submitted in electronic and paper form to the Project Representative for approval within 14 calendar days after the State issues a purchase order or other written payment obligation under the Contract. The revised project schedule will become the Contractor's master plan to fulfill the Initial Work included as part of this Contract. The Contractor must use Microsoft Project latest version as the automated project management tool for the maintenance and presentation of the Project schedule during the Project.

The Project Plan baseline will be established early in the Project. Once established, the baseline will only be modified upon approval by the State. The approved baseline will be utilized for all project metrics reported on a weekly status reporting schedule.

Update and Maintain Project Plan. The Contractor must update the Project Plan submitted with its Proposal and submit a detailed Project Plan, in electronic and paper form, to the Project Representative for approval within 10 business days after the State issues a purchase order or other written payment obligation under the Contract. The Work Plan must allow sufficient time for the State's staff to review all Work. The State will determine the number of business days it needs for such reviews and provide that information to the Contractor after award and early in the development of the Work Plan. (See Attachment Three for components of the Work Plan.)

Communication Plan. As part of the Project Management Task the Contractor must develop a Communication Plan that demonstrates sufficient services to ensure timely and appropriate

generation, collection, and dissemination of project information. This includes the communications protocols and procedures for reporting to OAKS stakeholders regarding project issues, work activities, and deliverables. The Contractor must detail its procedure for assuring effective project management activities, specify all project management activities and responsibilities, and quantify how project progress will be measured and controlled. Additionally, the Contractor must describe the Contract escalation and resolution process for Contract issues, including contact names and contact information.

Business Transformation Plan. The Contractor must develop a Business Transformation Plan, which includes the activities needed to prepare OAKS stakeholders and state agencies for the newly delivered EPM environment. The Business Transformation Plan must address:

- Training;
- Communications and stakeholder engagement;
- State agency readiness;
- OAKS readiness; and
- The agency rollout strategy that manages the impact of the new EPM environment.

The Business Transformation Plan must also build awareness of, and competency in, the skills OAKS and state agency users need to successfully address data reporting needs within the new EPM environment. With business transformation management the Contractor must focus on understanding and addressing the level of change that the delivered EPM environment will bring to OAKS, stakeholders and state agencies to determine the level of organizational support needed to successfully effect the change.

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

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

Ad Hoc and Oversight Committee Meetings: The Contractor's Project Manager, or designee, must participate and possibly attend in person Project-related meetings as requested. The

Contractor may be required to prepare materials and make formal presentations at these meetings.

Change Control Review Board. The Change Control Review Board (CCRB) is comprised of State Project and management personnel. The CCRB prescribes the roles and responsibilities, policies, guidelines, processes and procedures necessary for controlling and managing the changes, both technical and non-technical, during the life of the project. The CCRB exists to manage Project scope and schedule change requests that come in from all levels of the organization and business partners by checking for validity, prioritizing, and following through on necessary actions.

Project Phase Close Out. Contractor shall organize and turn over to the State all files, documents and other project artifacts produced for the EPM project that have not been formally accepted within 14 days after acceptance of each phase. This requirement applies to the Initial Work and all phases completed using the IDA process.

Contractor Deliverables. The deliverables to be produced by the Contractor for the Project Management Task must include the following:

1. Updated Project Schedule;
2. Updated Project Plan;
3. Communication Plan;
4. Business Transformation Plan; and
5. Weekly Status Reports*.

*The status reports and routine project schedule updates do not require a Deliverable review cycle and are not part of the Deliverable payment described in the Contractor's Fee Structure. The initial updated project schedule and any re-baselined project schedules will follow the formal approval process.

High Level Requirements Task

The Contractor must develop and prioritize BI requirements for State Agencies and evaluate the high level requirements for a BI reporting framework in line with the PeopleSoft EPM 9.0 framework delivered data marts and a BI solution option.

The following delivered PeopleSoft data marts must be evaluated against the identified high level requirements:

- FIN
- PeopleSoft General Ledger Mart
 - PeopleSoft Payables Mart
 - PeopleSoft Receivables Mart
 - PeopleSoft Procurement Mart
 - PeopleSoft Spend Mart
 - PeopleSoft Inventory Mart

- HCM
- PeopleSoft Compensation Mart
 - PeopleSoft Workforce Profile Mart

The contractor must perform the following activities for this task:

- a. Work with key State Agencies to define and prioritize the high level requirements, including:
 1. High Level functional BI Analytical needs
 2. Data summarization and frequency requirements
 3. Reporting needs

4. Data access and security preferences
5. Technical requirements
- b. Develop detailed requirements for the PeopleSoft General Ledger Mart and Workforce Profile Mart implementation
- c. Develop PeopleSoft model functional gap analysis

Contractor Deliverable. The deliverable to be produced by the Contractor for the High Level Requirements Task must include the following:

1. **Prioritized High level Requirements/Specifications**
 - a. End-User Analysis Assessment
 - b. Overall Business Architecture Requirements
 - c. Technical Requirements Specification
2. **Detailed PeopleSoft General Ledger and Workforce Profile Marts implementation requirements**
3. **Prioritized Business Roadmap** – this deliverable must include the following components:
 - a. BI business vision
 - b. Scope of BI system
 - c. Delivered PeopleSoft model functional gap analysis for all marts included within the scope of this RFP including a detailed gap analysis for the PeopleSoft General Ledger Mart and Workforce Profile Mart

Strategy Task

The Contractor must develop and deliver a BI Strategy for the State to meet the stated goals and objectives.

The contractor must perform the following activities for this task:

- a. Develop reporting strategy and map to requirements
- b. Develop extraction, transformation and load (ETL) strategy
- c. Develop metadata strategy and supporting tools
- d. Develop a plan to mature the BI Competency Center to incorporate the State's BICC goals identified in this RFP.
 - Establish BI standards, templates, data/BI governance, processes and methodology

Contractor Deliverable. The deliverable to be produced by the Contractor for the Strategy Task must include the following:

1. **BI Reporting Strategy** – this deliverable must include the following components:
 - a. Reporting Strategy (Clear strategy to meet State Agencies reporting needs and close the identified gaps)
 - b. ETL architecture, which includes data periodicity analysis
 - c. High level data and metadata architecture
2. **Plan to mature the BI Competency Center**

Solutioning Task

The Contractor must review process driven subject matter areas as they relate to the high level requirements and the EPM 9.0 framework. The Contractor must provide continuous education on the delivered model and model planned for implementation to the Agency Business Owners,

Agency Analytical SMEs and OAKS. The Contractor must also look at the delivered content/model of the EPM 9.0 framework to determine the appropriate fit. The Contractor must identify the key deficiencies in the framework model and the subsequent customizations needed to close the gaps. The Contractor must create a business case performing a comparative analysis that compares OBIEE, Cognos BI Reporting framework or a combination thereof. The business case must include the recommendations, estimated cost of implementation and ownership, and a 5 year Return on Investment.

The Contractor must perform the following activities for this task:

- a. Analyze and recommend ETL approach (focus on incremental loads).
- b. Develop data refresh, update and purge strategy based on requirements.
- c. Develop high level data capacity and retention plan in accordance with State standards (http://ochla.ohio.gov/ASSETS/C6D423C8DEFA466BA0274898E5DE62FF/General_Schedule_List_Records_Retention.pdf).
- d. Create a business case performing a comparative analysis that compares OBIEE, Cognos BI Reporting framework or a combination thereof. The business case must include the recommendations, estimated cost of implementation and ownership, and a 5 year Return on Investment.
- e. Develop an approach for expanding/integrating Enterprise Data Warehouse (EDW)/BI solution to host other data sources.
- f. Develop a Security Architecture in line with State policies (<http://oit.ohio.gov/IGD/policy/OhioITPolicies.aspx>).

Contractor Deliverable. The deliverable to be produced by the Contractor for the Solutioning Task must include the following:

1. **BI Solution Analysis** of required tools in context of overall BI strategy – this deliverable must include the following components:
 - a. ETL Approach
 - b. Data refresh/purge matrix
 - c. High level data capacity/retention plan
 - d. Business case
 - e. Analysis of BI data repository tools/Reporting Frameworks and recommendation
 - f. EDW/BI Approach
 - g. Security Architecture

Design Task

The Contractor must develop and deliver a long term BI design for the State to meet the stated goals and objectives.

The Contractor must perform the following activities for this task:

- a. Develop end-user access design including the data access strategy-PeopleSoft HCM/FIN/Budget and Planning Security integration, design and implementation including User administration and security procedures, permissions, views, roles and groups with BI Reporting Framework
- b. Determine reporting tool access and strategies for deployment and end-user adoption
- c. Assess likely implementation scenario including pilot and power users
- d. Continuous Model assessment and Education
- e. Design an implementation model
Develop metadata and data access model
- f. Ascential and UC4 batch scheduler design

Contractor Deliverable. The deliverable to be produced by the Contractor for the Design Task must include the following:

1. **Long Term Design** – this deliverable must include the following components:
 - a. End-User Access Design
 - b. Deployment Strategy
 - c. Model
 - Data/Metadata Architecture
 - Implementation Model
 - Installation/Configuration/technical design for PeopleSoft EPM V9.0
 - Dimensional data models & physical data mart database designs
 - d. Scheduler design

Build Task

The Contractor must deliver the BI Solution using the EPM 9.0 framework. The Contractor must build the delivered PeopleSoft General Ledger Mart (FIN) and the Workforce Profile Mart (HCM) in the DEV and TEST environments.

The Contractor must perform the following activities for this task:

- a. Install and configure the PeopleSoft EPM 9.0 foundation software for EPM 9.0 FIN Warehouse and EPM 9.0 HCM Warehouse in the DEMO environment (with PeopleSoft provided data) using the proposed installation specialist. This is part of base install.
- b. Install and configure the PeopleSoft EPM 9.0 foundation software for EPM 9.0 FIN Warehouse and EPM 9.0 HCM Warehouse in the SYS environment (contains no data) using the proposed installation specialist. This is part of base install and will be used to create the DEV and TEST environments.
- c. Validate that the State provided DEV, SYS, DEMO and TEST environments are properly sized and configured to support the proposed implementation.”
- d. Perform BI Implementation of the delivered PeopleSoft General Ledger Mart and Workforce Profile Mart.
 - o Perform system audit, minimally including PeopleSoft SYSAUDIT, and resolve errors and warnings.
- e. Perform full integration of the HR data into the EPM 9.0 framework. Perform adjustments or minor changes to the Ascential DataStage maps to facilitate the loading of the OAKS HR data into the EPM 9.0 framework.
- f. Perform full integration of the FIN data into the EPM 9.0 framework. Perform adjustments or minor changes to the Ascential DataStage maps to facilitate the loading of the OAKS financial data into the EPM 9.0 framework.
- g. Document Unit and System test scenarios
- h. Configure the Ascential batch scheduler along with setting up a dashboard and automated support alerting system and integrating with OAKS UC4 master scheduler.
- i. Document solution in accordance with proposed industry standard SDLC.
- j. Perform testing activities.
- k. Solicit and document end-user feedback.

The Contractor must perform, at a minimum, the following detailed steps:

- a. Install and configure the PeopleSoft EPM 9.0 foundation software for EPM 9.0 FIN Warehouse and EPM 9.0 HCM Warehouse in the DEV environment using the proposed installation specialist;

- b. Document the installation configuration parameters;
- c. Load and unit test DataStage ETL maps for EPM 9.0 FIN Warehouse Staging Layer (OWS) in the DEV environment;
- d. Load and unit test DataStage ETL maps for EPM 9.0 HCM Warehouse Staging Layer (OWS) in the DEV environment;
- e. Load and unit test DataStage ETL maps for the General Ledger Mart within the EPM 9.0 FIN Warehouse in the DEV environment;
- f. Load and unit test DataStage ETL maps for the Workforce Profile Mart within the EPM 9.0 HCM Warehouse in the DEV environment;
- g. Create DataStage ETL sequences and scheduler jobs for regular loads;
- h. Perform data reconciliation for the delivered Fact tables within the delivered General Ledger Mart in the DEV environment;
- i. Perform data reconciliation for the delivered Fact tables within the delivered Workforce Profile Mart in the DEV environment;
- j. Configure EPM row-level security for one dimension and up to two user roles for the General Ledger Mart in the DEV environment;
- k. Configure EPM row-level Security using one departmental rollup security tree for one dimension and up to two user roles for the Workforce Profile Mart in the DEV environment;
- l. Perform initial load of the delivered DataStage ETL maps for EPM 9.0 FIN Warehouse Staging Layer (OWS) from a single PeopleSoft FIN ERP source system;
- m. Perform initial load of the delivered DataStage ETL maps for the General Ledger Mart within the Multi-Dimensional layer of the EPM 9.0 FIN Warehouse;
- n. Configure and test the incremental load process for the EPM 9.0 FIN Warehouse;
- o. Perform initial load of the delivered DataStage ETL maps for EPM 9.0 HCM Warehouse Staging Layer (OWS) from a single PeopleSoft HCM ERP source system;
- p. Perform initial load of the delivered DataStage ETL maps for the Workforce Profile Mart within the Multi-Dimensional layer of the EPM 9.0 HCM Warehouse;
- q. Configure and test the incremental load process for the EPM 9.0 HCM Warehouse;
- r. Prepare the DEV environment for EPM/OBIEE;
- s. OBIEE metadata setup with creation of standard BI reports and dashboard;
- t. Document the OBIEE installation configuration parameters;
- u. Install, configure and migrate to the TEST environment using the proposed installation specialist;
- v. Perform system testing for the EPM 9.0 Solutions Warehouse, EPM 9.0 HCM Warehouse, EPM 9.0 FIN Warehouse and OBIEE metadata, reports, and dashboards;

Contractor Deliverable. The deliverable to be produced by the Contractor for the Build Task must include the following:

1. **Functional PeopleSoft General Ledger Mart and Workforce Profile Mart** (in the DEV and TEST environments)
 - a. Installed and configured DEMO and SYS environments;
 - b. Completed validation that the DEV, SYS, DEMO and TEST environments are properly sized and configured to support the proposed implementation;
 - c. Complete operational; technical and end-user documentation;
 - d. Documented Unit and System test scenarios;
 - e. Completed test results with implemented resolutions;
 - f. Functional batch scheduler;
 - g. Data transformation requirements and source-to-target mapping;
 - h. Completed System Audit Results and Implemented Resolutions;
 - i. End User Feedback Report.

Planning Task

The Contractor must extrapolate the results from the Build Phase to develop a business case defining the business roadmap and phased implementation plan to meet State agency BI needs.

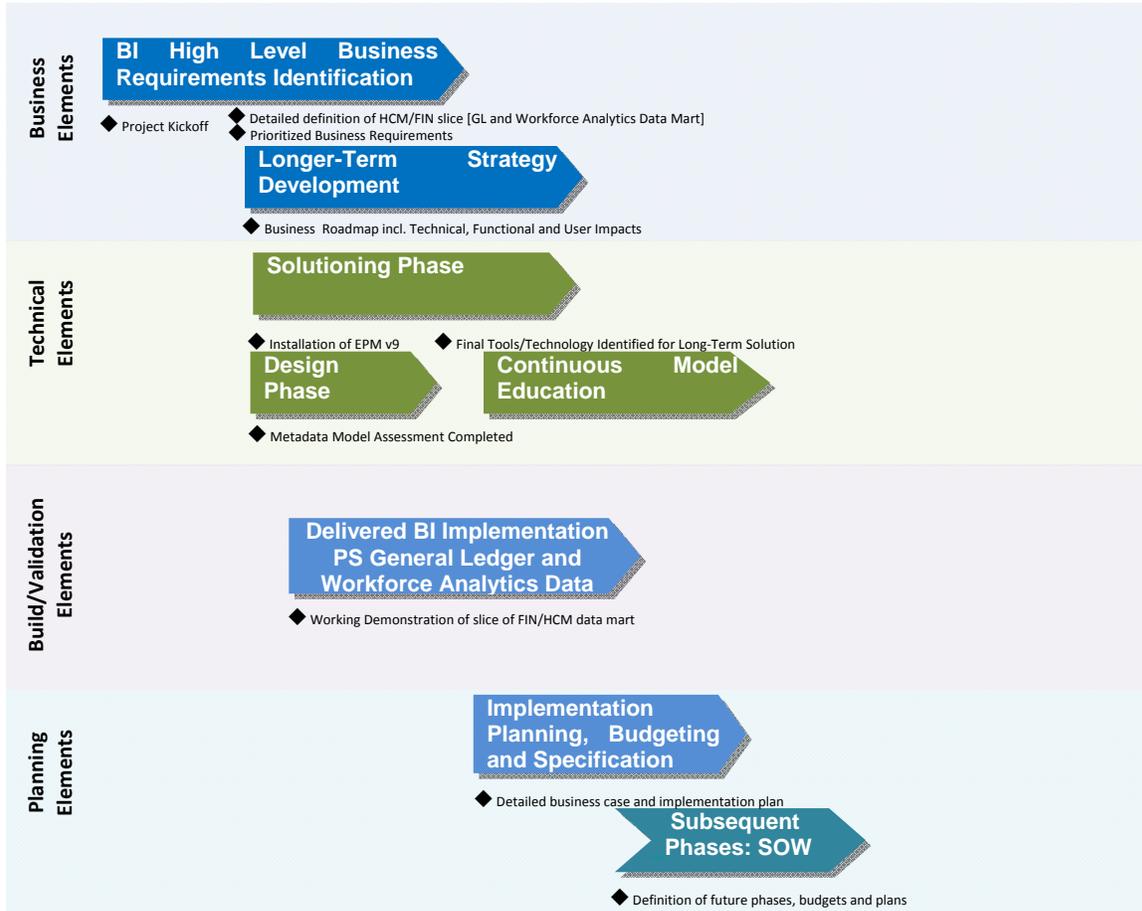
The Contractor must perform the following activities for this task:

- a. Determine the Phasing Strategy based on business priorities and relative implementation effort;
 - Identify data sources.
- b. Develop high-level investment model and business case;
- c. Develop Implementation Plan including data sourcing, implementation, decommissioning, migration and rollout activities for in-scope BI requirements based on the Phasing Strategy.

Contractor Deliverable. The deliverable to be produced by the Contractor for the Planning Task must include the following:

1. **Complete Business Case for Future Implementation Phases** – this deliverable must include the following components:
 - a. Phasing Strategy;
 - b. BI Investment Model;
 - c. Implementation Plan;
 - i. Change Management Plan;
 - ii. Communication plan;
 - iii. Decommissioning and Migration Plan
 - iv. Training plan on this newly implemented OAKS Business Intelligence environment for State agencies; which includes training impact assessment, and plan for the recommended BI reporting solution.
 - v. Detailed WBS and Schedule;
 - vi. Roles & Responsibilities Matrix;
 - vii. Infrastructure requirements;
 - viii. Capacity Plan;
 - ix. Cost and resource plan.

In summary, the following figure represents the State's current understanding of a pragmatic approach to completing the project. The State is open to alternative iterative, agile approaches to meet the State's goals and objectives.



Subsequent Phase Work. At the completion of the Initial Work, the State plans to implement subsequent phases of the BI Solution. Subsequent phases will be based on the delivered business case and solution, with focus on business process and content for FIN and HCM areas.

Once the Initial Work has been successfully completed the State may continue with its longer term strategy of phased implementations. At a high level, the scope of work would include:



Interim Deliverable Agreement (IDA). After the completion of the PeopleSoft General Ledger and Workforce Profile Marts, and during each subsequent phase of the Contract, the Contractor must work with designated State staff to develop the deliverables and identify all Work for each IDA. Deliverables or sub-deliverables will be defined prior to the start of each designated interval, and monitored throughout the designated interval and the life of the Contract. The IDAs will be identified and agreed to at least 30 days in advance of the beginning of the interval. For each IDA, the State and the Contractor will agree, in writing, to specific deliverables, work assignments, sub-deliverables, services to be provided using time and materials, the length of the interval, due dates, and Contractor staffing requirements based on positions and not-to-

exceed hourly rates quoted in the Rate Card on the Cost Summary. The IDA is not effective until the State and Contractor have signed the agreement and a purchase order or other written payment obligation, 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 of specific deliverables identified in the IDA. During the performance period, the State, with the assistance of the Contractor, will perform acceptance testing. The performance period may last up to 90 consecutive calendar days, during which time the Deliverable must meet the standard of performance required by the IDA and the Contract for 30 consecutive calendar days. The performance criteria in the IDA 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 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 give the Contractor details about the problems 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 test will continue on a day-by-day basis until the standard of performance is met for a total of 30 consecutive calendar days. 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 after 90 consecutive calendar days from the start of the performance period, the Contractor will be in default and will not have a cure period. In addition to all other remedies the State may have under this Contract, the State will have the right to request correction or replacement of the relevant portion of the 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:

1. The designated interval length for each IDA.
2. Goals and Objectives for the interval.
3. Deliverables to be completed or partially completed during the interval. This will include but not be limited to:
 - a. Deliverable Name;
 - b. Description of Deliverable including tasks or milestones to be completed;

- c. Decommissioning Plan for existing BI environment
 - d. Detailed acceptance criteria and standards of performance;
 - e. State dependencies identified by the Contractor for successful completion of the Deliverable;
 - f. Deliverable Due Date;
 - g. Risks associated with delays and incomplete Deliverables; and
 - h. 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.).
4. Major tasks and services that will be billed on a time and material basis. The State does not anticipate a need for time and material services for this Project, however in the event that time and materials work is appropriate, at the sole discretion of the State, the following information, at a minimum, must be provided in the IDA:
 - a. Name, title, identification of the employer (prime or subcontractor) and number of staff;
 - b. Staff work hours with any known exceptions noted;
 - c. Description of the work to be performed by the Contractor;
 - d. Specific Contractor resources assigned;
 - e. Individual rate for each Contractor resource assigned;
 - f. Projected number of Contractor hours allocated (per resource);
 - g. Dates covered in the work;
 - h. Dependencies;
 - i. Management or staffing issues; and
 - j. Standards of performance
 5. Work Breakdown Schedule (WBS) for all Deliverables and Work in the IDA.

In addition, the following information may also be required:

6. Staffing Issues
7. 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 DAS Executive Management may request mediation.

Key Assumptions. The following key assumptions should be considered when preparing the offeror's proposal. This section is intended to highlight key assumptions but is not all inclusive. Offeror's should closely review the entire RFP when developing their proposal.

- The project will be a deliverables based project. The project will be tied to the completion and successful delivery of the Deliverables.
- The State will provide hardware and operating systems that comply with PeopleTools supported platforms. The web servers and application servers run on a Windows Operating system. The database servers run on HP-UX Operating system. Database is Oracle RAC 10g R2. The file server and development tool server run on a Windows Operating system. The State will provide a PeopleSoft Financials and HCM environment as data sources.

- Datastage currently runs on HP UX. Datastage is located on one of the database servers.
- In the future (subsequent phases), OAKS may move to LINUX for the web, application, and database servers operating system.
- The Contractor will be responsible for conducting knowledge transfer sessions to facilitate the OAKS Managed Services team's capacity to host and support environment.
- The Contractor will be responsible for validating that the DEV and TEST environments provided by the State are properly sized and configured to support the proposed implementation.
- The Contractor is responsible for performance tuning the DEV and TEST environments and should also ensure that the EPM 9.0 loads are completed within 2 hours.
- The Contractor to provide build code capable of handling projected 5 year capacity developed during the Solutioning task.
- Infrastructure support for the hardware will be provided by State.
- The delivered data marts to be built for this RFP are PeopleSoft General Ledger (FIN) and Workforce Profile Mart (HCM).
- The Managed Services contract Data Center move is planned for August 2009.
- The Contractor will map core business requirements for BI Analytics with the delivered data model of the EPM 9.0 framework.
- The PeopleSoft EPM and BI solution must be installed by the Contractor's proposed installation specialist – including the latest bundles, service packs and maintenance packs.
- The Contractor will also be responsible for keeping the environments current with the latest bundles, service packs and maintenance packs during project implementation
- The Contractor will be responsible for configuring the Ascential batch scheduler along with setting up a dashboard & automated support alerting system and integrating with current OAKS UC4 master scheduler.
- The Contractor effort should assume the source application (PeopleSoft FIN and PeopleSoft HCM) has been customized approximately 15%.
- State resources, identified in this RFP, will assist with defining State BI high level requirements and will represent all agencies.
- The State will provide DBAs, PS Administrators, data backup and infrastructure support.

Roles and Responsibilities.

- a. State Roles and Responsibilities.** The following personnel from State will be involved during the project phases.

AGENCY BUSINESS OWNERS (ABO):

Role: (4-5 participants, part-time, as needed) ABOs from 4-5 representative State agencies will provide the overall business process and data stewardship. ABOs will provide the overall business context, needs and process insights into the onward use of BI data by agencies as well as FIN/HCM expertise.

Project Participation and Responsibilities: ABOs will provide detailed feedback and evaluation content for the EPM 9.0 framework. ABOs will actively provide agency perspective on decisions and requirements for the Project. ABOs will provide the business process expertise for the State and the content areas to be covered.

AGENCY ANALYTICAL SME (AASME):

Role: (4-5 participants, part-time, as needed) AASMEs from 4-5 representative agencies will provide the overall business reporting requirements expertise and experience for the State. Their role is to ensure the reporting requirements are well defined and represented during the project.

Project Participation and Responsibilities: AASMEs will provide the detailed feedback and evaluation content for the EPM 9.0 framework on the delivery of the BI Solution. AASMEs will actively provide agency perspective on decisions and requirements for the Project. AASMEs will provide the business reporting expertise for the State and the content areas to be covered.

- b. Contractor Roles and Responsibilities.** The following Contractor roles (need may be specific/limited to a phase or deliverable) and responsibilities are critical to the success of the project. The proposed candidates must provide comprehensive knowledge of the EPM 9.0 Framework, including the proposed BI Solution. Critical guidance and expertise will be needed for execution of the project plan and evaluation of the overall solution. At a minimum, the offeror's proposed Staffing Plan must include the following key resources.

PROJECT MANAGER:

Role: The Contractor Project Manager (PM) must provide the project management oversight ensuring the efforts of the project continue to succeed within the OAKS BI Strategy and for the success of this initiative.

Responsibilities:

- Creation and Management of detailed WBS
- Evaluates and/or resolves project issues
- Manages issues and risks
- Liaison between State and Contractor resources
- Initiates quality assurance processes to monitor project
- Point of escalation for project issues
- Manages the Contractor project team members
- Forecasts and tracks accurate and complete costs and schedules
- Manages the customer acceptance of deliverables
- Manages project risk
- Facilitates issue resolutions and schedules project quality review

Qualifications:

- Experience as the Project Manager on BI implementation projects of similar size and scope from project initiation through delivery.

BUSINESS INTELLIGENCE BUSINESS ANALYST (BIBA):

Role: The BIBA must provide the overall facilitation and development of the business requirements as it relates to the delivered EPM 9.0 framework model with the ABOs and the AASMEs. The BIBA is responsible for propagating BI concepts and delivered models.

Responsibilities: The BIBA will be responsible for providing a comprehensive knowledge of the OBIEE/EPM 9.0 Framework for developing the core requirements of each area of the business process content. Additionally we will be looking to do demonstrations on the core OBIEE/EPM 9.0 framework.

Qualifications:

- Experience as the BIBA on BI implementation projects of similar size and scope from project initiation through delivery.

INSTALLATION SPECIALIST (IS):

Role: The IS will conduct and facilitate the full installation of the EPM 9.0 framework and BI solution. The IS will also certify the installation meets the product manufacturer's (e.g., PeopleSoft EPM, all 3rd party applications required, etc.) best practices and standards.

Core Focus: Build Phase

Responsibilities: The IS will be responsible for the full and complete installation of all the needed components for a fully functional BI environment. This will include:

- EPM 9.0 with current bundle release and patches/PeopleTools.
- BI Framework
- Ascential DataStage
- All 3rd Party applications required by Installation Guide instructions.

Qualifications:

- Experience installing EPM 9.0 / OBIEE / BI solutions on a minimum of two completed implementation projects.

DATA WAREHOUSE ARCHITECT:

Role: The Data Warehouse Architect must provide Oracle EPM 9.0 Framework, Oracle OBIEE and BI product subject matter expertise.

Core Focus: Strategy, Solutioning, Design and Planning Phases

Responsibilities: The Data Warehouse Architect will be responsible for full configuration of the EPM/OBIEE Metadata layer to be used in the EPM 9.0 framework. The Data Warehouse Architect will also be responsible for providing a comprehensive knowledge of the EPM 9.0 and BI Frameworks and Ascential ETL; in addition to providing direction in configuration and execution of the overall solution.

Qualifications:

- Minimum of at least two full implementations of EPM/OBIEE/BI framework.

EPM ETL SENIOR DEVELOPER

Role: The EPM ETL Senior Developer will lead and execute the integration of FIN and HCM into the EPM 9.0 framework.

Responsibilities: The EPM ETL Senior Developer will be responsible for the full integration of the General Ledger and Workforce Profile data into the EPM 9.0 framework. The EPM ETL Senior Developer will also be responsible for any adjustments or minor changes to the Ascential DataStage maps to facilitate loading the OAKS FIN and HCM data into the EPM 9.0 framework.

Qualifications:

- EPM ETL Senior Developer experience using the FIN/HCM integration maps and data model in the EPM 9.0 framework.
- Implementation experience of at least one EPM 9.0 integration projects.

Submittal of Deliverables. The Contractor must perform its tasks in a timely and professional manner that produces Deliverables that fully meet the Contract's requirements. The Contractor must complete its work in steps that will result in Deliverables associated with those steps, and

the Contractor must provide the required Deliverables no later than the due dates proposed in the RFP or included in the Contractor's Project Plan as approved by the State. At the time of delivery of a written Deliverable, the Contractor must submit an original and one copy of each Deliverable, plus an electronic copy. The Contractor must provide the electronic copy in a file format acceptable to the State. In addition, the Contractor must submit a Deliverable Submittal Form signed by the Project Manager with each Deliverable.

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

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

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

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

Acceptance of Deliverables. As the Contractor provides Deliverables, in written and electronic format, for each task to the State, the State will review the materials or documents within ten (10) working days after the receipt date. The receipt date is not counted as one (1) of the ten (10) days. If the material or document is determined to be in non-compliance, the State will send written notification to the Contractor's Project Manager outlining the reason(s) for his or her determination. The Contractor, at no expense to the State, will bring work determined by the State to be in non-compliance with the Contract into conformance within ten working days of notice. If the State accepts the Deliverable, Deliverable material or documents, an acceptance letter, signed by the State, will be submitted to the Contractor.

The State will review Deliverables in a timely manner. The Contractor must allow a minimum of ten business days for review by State staff for most Deliverables. Weekly Status Reports are not subject to a 10 day review cycle.

Work Hours and Conditions. Work will generally be performed during normal business hours (8:00 a.m. – 5:00 p.m. Eastern Time) Monday - Friday, excluding State holidays. Initially, the State facility will be located at the OAKS Program Management Office (274 E. First Avenue, Columbus, Ohio 43215) but may move in the future. Some additional travel within the Columbus metropolitan area may be required and any cost associated with this travel is the responsibility of the Contractor. The selected candidates may be required to submit to and pass a security background check.

PART TWO: SPECIAL PROVISIONS

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

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

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

Deliverable	Payment
Project Management Task Deliverables	5% upon acceptance
High Level Requirements Task Deliverables	5% upon acceptance
Strategy Task Deliverables	5% upon acceptance
Solutioning Task Deliverables	5% upon acceptance
Design Task Deliverables	10% upon acceptance
Build Task Deliverables	40% upon acceptance
Planning Task Deliverables	30% upon acceptance
IDA Deliverables	As agreed to in each IDA
Pre-approved Time and Material Work Performed	Monthly based on approved hours worked

Upon acceptance of the deliverables associated with the specified task or approved IDA, the Contractor may submit an invoice according to the payment percentage identified above. If the State pre-approves time and material work, the Contractor may submit an invoice for the actual hours worked on a monthly basis.

Reimbursable Expenses. None.

Bill to Address. State of Ohio
 Department of Administrative Services
 OAKS PMO
 30 E. Broad Street, 39th Floor
 Columbus, Ohio 43215

Location of Data. All data must reside onsite within the State environment. Loading State data on Contractor equipment or unauthorized environments is prohibited.

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:

1. Apply appropriate risk management techniques to balance the need for security measures against the sensitivity of the State data.
2. Ensure that its internal security policies, plans, and procedures address the basic security elements of confidentiality, integrity, and availability.
3. Maintain plans and policies that include methods to protect against security and integrity threats and vulnerabilities, as well as and detect and respond to those threats and vulnerabilities.
4. Maintain appropriate identification and authentication process for information systems and services associated with State data.
5. Maintain appropriate access control and authorization policies, plans, and procedures to protect system assets and other information resources associated with State data.
6. Implement and manage security audit logging on information systems, including computers and network devices.

Unless the State instructs the Contractor otherwise in writing, the Contractor must 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, access, and, if appropriate, destruction of that data must be commensurate to this level of sensitivity. .

The Contractor may not allow the State's data to be loaded onto portable computing devices or portable storage components or media.

Any encryption requirement identified in this provision 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 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. 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.

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 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 for 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."

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:

- Vendor Information Form (OBM-3456)
- Subcontractor Letters
- Offeror Certification Form
- Offeror Description
- Profile Summary Forms
- Software Tools Matrix
- Full Lifecycle SDLC Deliverables, Templates and Process Assumptions
- Work Plan
- Project Plan
- Staffing Plan and Key Personnel Experience
- Support Requirements
- Proof of Insurance
- Payment Address
- Legal Notice Address
- W-9 Form
- Declaration Regarding Terrorist Organizations
- Cost Summary (must be separately sealed)

Vendor Information Form. The offeror must submit a signed and completed Vendor Information Form (OBM-3456) for itself and for each subcontractor the offeror plans to use under the Contract. The form is available at <http://obm.ohio.gov/forms/OAKS.asp>.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Software Tools Matrix. The offeror must provide a list and description of software tools that will be provided by the offeror and used to successfully complete the Project. The State does not require licenses for the use of these tools upon completion of the Contract. The primary purpose of this section is to ensure that the State fully understands the tools being used by the offeror.

Full Lifecycle SDLC Deliverables, Templates and Process. The offeror must provide a disciplined systems development life cycle methodology for use on BI development projects and shall adhere to such methodology during the performance of BI development projects. The offeror must adapt this methodology as required to meet the State's needs. The offeror must provide the State with a comprehensive description of the methodology, the development tools and templates used with the methodology, the project management tools to be used with the methodology, and the plan for implementing the methodology within the State environment. In addition, the Proposal must include the activities the offeror will use to train the State Project staff on the offeror's system development lifecycle methodology.

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.

Work Plan. The offeror must fully describe its approach, methods, and specific work steps for doing the work on this Project and producing the Deliverables. The State encourages responses that demonstrate a thorough understanding of the nature of the Project and what the Contractor must do to get the Project done well.

The State seeks insightful responses that describe proven, state-of-the-art methods. Recommended solutions should demonstrate that the offeror will be prepared to quickly undertake and successfully complete the required tasks.

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

If the offeror believes that re-sequencing the milestones and tasks envisioned by the State, is advantageous, the offeror may propose an alternate approach to meet State BI goals, objectives and deliverables. If an alternate approach is proposed, the offeror must include a detailed description including, but not limited to, clear reasoning, differences (pros and cons), assumptions, benefits, cost implications, etc.

Offerors must propose their approach that is aligned with their experiences, methodologies and delivery preferences. Ideally, offerors must propose work to be performed in a highly parallel manner that leverages business, functional and technical expertise, while aligning with the objective of each phase as outlined in this RFP.

Project Plan. The State encourages responses that demonstrate a thorough understanding of the nature of the Work and what the Contractor must do to get the Work done properly. To this

end, the offeror must submit a Project Plan that the offeror will use to create a consistent and coherent plan for the Project. The Project Plan must include detail sufficient to give the State an understanding of how the offeror's knowledge and approach will:

- Manage the Project;
- Guide Project execution;
- Document planning assumptions and decisions;
- Facilitate communication among stakeholders; and
- Define key management review as to content, scope, and schedule.

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

- Detailed Project schedule (Work Breakdown Structure) for all tasks, Project Deliverables and milestones. The schedule must include resource leveling and clearly demonstrate how the Initial Work will be completed within approximately three to four months. The offeror also must identify and describe all risk factors associated with the Project;

In addition to the tasks and Project Deliverables described above, the offeror must include the following key milestones, at a minimum, in their proposed project schedule:

- Project Kickoff
 - Detailed PeopleSoft General Ledger Mart and Workforce Profile Mart implementation requirements
 - Prioritized Business Roadmap
 - Installation of the EPM 9.0 framework and BI Solution
 - BI Solution Analysis -Comparative Analysis completed
 - Metadata Model Assessment Completed
 - Data Model Loading Completed
 - Functional PeopleSoft General Ledger Mart and Workforce Profile Mart (in the DEV and TEST environments)
 - Complete Business Case for Future Implementation Phases
- Description of the offeror's management structure responsible for fulfilling the Contract's requirements;
 - **An organization structure to meet the project needs with clearly defined roles and responsibilities and ownership by deliverables.**
 - Description of the Project issue resolution and escalation process; and
 - If the offeror chooses to use subcontractors, a description of its approach to managing its subcontractors effectively.

Staffing Plan and Key Personnel Experience. 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 Project. The staffing plan must show each individual's responsibilities on the Project. The State also requires a staffing plan that matches the proposed Project key personnel and qualifications to the activities and tasks that will be completed on the Project. 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 Project's due date(s); and

- The number of people onsite at the State location at any given time to allow the State to plan for the appropriate workspace.
- A description of the offeror's ability to provide an architect resource (Cognos or OBIEE) relative to the comparative analysis required for the BI solution recommendation
- A statement and a chart that clearly indicates the time commitment of the proposed Project Manager and the offeror's proposed team members for the Work. The offeror also must include a statement indicating to what extent, if any, the Project Manager may work on other tasks or assignments unrelated to the Work during the term of the Contract. The State may reject any Proposal that commits the proposed Project Manager or any proposed personnel to other assignments during the term of the Work, if the State believes that any such commitment may be detrimental to the offeror's performance.

In addition, the offeror's proposal must identify all key personnel who will provide services as part of the resulting Contract. The State has identified the key positions in the Roles and Responsibilities section in Attachment Two. The State expects that the proposed named key personnel (Project Manager, BI Business Analyst, Installation Specialist, Data Warehouse Architect and the EPM ETL Senior Developer) will be available as proposed to work on the project. Resumes for the proposed candidates must be provided for all key team members. Representative resumes are not acceptable. The resumes will be used to supplement the descriptive narrative provided by the offeror regarding their proposed project team.

The resume of the proposed key personnel must include:

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

In addition to providing a resume, the offeror must provide a detailed narrative highlighting why the proposed key team member possesses the necessary experience, education, training and professional certifications to successfully perform their assigned role/responsibility on the Project. The offeror must also specifically address the qualifications for each key position contained in the Roles and Responsibilities section in Attachment Two.

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

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

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

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

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

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

W-9 Form. The offeror must complete 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.

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

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

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

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

Additionally, the Contractor must provide a Rate Card, by project personnel role and experience level as well as technical role and experience level that is binding through the life of the Contract. The hourly rates proposed in the Rate Card represent the fixed maximum rates the Contractor can use to develop the costs for work defined in an IDA for the subsequent phases or work proposed according to the Changes provision.

The proposed Rate Card will be evaluated as described in Attachment One.

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

ATTACHMENT FOUR: GENERAL TERMS AND CONDITIONS

PART ONE: PERFORMANCE AND PAYMENT

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

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

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

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

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

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

will be the Contractor's exclusive remedy for the State's delay. Should the State determine that an equitable adjustment in the Contractor's Fee is warranted, the equitable adjustment will be handled as a Change Order under the Changes Section of this Contract, and the extension of time and equitable adjustment will be the exclusive remedies of the Contractor for the State's delay.

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

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

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

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

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

If the RFP Documents provide for any retainage, the State will withhold from each invoice paid the percentage specified in the RFP Documents as retainage. The State will pay the retainage only after the State has accepted all the Work and then only in accordance with the payment

schedule specified in the RFP Documents. The State will withhold all amounts under this section arising from claims or disputes in addition to any retainage specified in the RFP Documents.

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

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

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

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

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

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

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

PART TWO: WORK AND CONTRACT ADMINISTRATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor may not remove those people from the Work without the prior, written consent of the State, except as provided below.

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

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

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

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

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

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

The State may determine that the proposed replacement candidates meet the minimum qualifications of this Contract and still substantially reduce the value the State perceived it would receive through the effort of the original individual(s) the Contractor proposed and on whose

credentials the State decided to enter into this Contract. Therefore, the State will have the right to reject any candidate that the State determines may provide it with diminished value.

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

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

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

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

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

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

completed Deliverables to the State with its report. But if the State determines that delivery in that manner would not be in its interest, then the State may designate a suitable alternative form of delivery, which the Contractor must honor.

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

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

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

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

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

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

the 30-day suspension, then this Contract will terminate automatically for the State's convenience at the end of the 30 calendar day period.

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

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

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

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

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

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

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

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

Changes. The State may make reasonable changes within the general scope of the Work. The State will do so by issuing a written order under this Contract describing the nature of the change

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Ownership of Deliverables. The State owns all Deliverables that the Contractor produces under this Contract, 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 value of this Contract or \$10,000,000.00, whichever is greater. The limitations in this paragraph do not apply to any obligation of the Contractor to indemnify the State against claims made against it or for damages to the State caused by the Contractor's negligence or other tortious conduct.

PART FIVE: ACCEPTANCE AND MAINTENANCE

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

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

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

PART SIX: CONSTRUCTION

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

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

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

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

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

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

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

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

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

PART SEVEN: LAW AND COURTS

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

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

Sweatshop Free. By the signature affixed to this RFP, Offeror certifies all facilities used for the production of the supplies or performance of services offered in the RFP are in compliance with applicable domestic labor, employment, health and safety, environmental and building laws. This certification applies to any and all suppliers and/or subcontractors used by the Offeror in furnishing the supplies or services described in the RFP and awarded to the Offeror. If the State receives a complaint alleging non-compliance with sweatshop free requirements, the State may enlist the services of an independent monitor to investigate allegations of such non-compliance on the part of the Contractor, any sub-contractors or suppliers used by the Contractor in performance of the Contract. If allegations are proven to be accurate, the Contractor will be advised by the State of the next course of action to resolve the complaint and the Contractor will be responsible for any costs associated with the investigation. Items that will be considered in an investigation include, but are not limited to standards for wages, occupational safety and work hours.

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

Ohio Ethics Law and Limits on Political Contributions. The Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of the Ohio ethics laws.

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

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

Declaration Regarding Terrorism. Pursuant to Ohio Revised Code Section 2909.33, unless Contractor has been pre-certified, the Contractor must complete a Declaration Regarding Material Assistance/non-assistance to Terrorist Organizations (“Declaration”) in its entirety to enter into this Contract and to renew it. If the State discovers that the Contractor submitted a false Declaration to obtain this Contract or any renewal of it, this Contract will terminate for cause, and the State will be entitled to the damages specified in this Contract for such a termination. Should this Contract require renewal for completion of any services the Contractor performs under it or for the State to obtain maintenance for any Deliverable acquired during the term of this Contract, the Contractor must submit a new Declaration as part of that process. The Contractor’s failure to submit an acceptable Declaration in such a situation will entitle the State to damages as in the case of a termination of this Contract for cause.

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 Work, 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.

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**

AND

(CONTRACTOR)

THIS CONTRACT, which results from RFP 0A1056, entitled _____, is between the State of Ohio, through the Department of Administrative Services, on behalf of _____, and _____ (the "Contractor").

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

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

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

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

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

CONTRACTOR	STATE OF OHIO				
SERVICES	DEPARTMENT	OF	ADMINISTRATIVE		
SAMPLE	-	DO	NOT	FILL	OUT

By: _____ By: «OIT_DIRECTOR»

Title: _____ Title: «OIT_DIRECTOR_TITLE»

Date: _____ Date: _____

ATTACHMENT SIX

OFFEROR CERTIFICATION FORM

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

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

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

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

Potential Conflicts (by person or entity affected)

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

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

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

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

8. The offeror certifies that that neither offeror, nor any principal of the offeror is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transaction by the United States Department of Labor or any other federal department or agency.

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

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

Signature

Name

Title

Company Name

Company D-U-N-S Number

**ATTACHMENT SEVEN
OFFEROR PROFILE SUMMARY**

OFFEROR MANDATORY REQUIREMENTS

MANDATORY REQUIREMENT: The offeror must have BI strategy, framework and solution project implementation experience with PeopleSoft FIN source data on a minimum of two projects each with a minimum BI user base of 100.

Reference contacts must be a Vice President, Director or equivalent level project sponsor.

Company Name:	Company Address:
Contact Name: (Indicate Primary or Alternate) Contact Title:	Contact Phone Number: Contact Email Address:
Alternate Contact Name: (Indicate Primary or Alternate) Alternate Contact Title:	Alternate Contact Phone Number: Alternate Contact Email Address:
Number of BI users:	Beginning Date of Experience: Month/Year
Work Name:	Ending Date of Experience: Month/Year
List Related Service Provided:	
<p>Describe how the related service shows the offeror's experience, capability, and capacity to develop the Deliverables or to achieve the Work:</p>	

**ATTACHMENT SEVEN
OFFEROR PROFILE SUMMARY**

**OFFEROR MANDATORY REQUIREMENTS
CONTINUED**

MANDATORY REQUIREMENT: The offeror must have experience implementing a Multi Dimensional Warehouse (MDW) mart, on at least one project, with a minimum BI user base of 100.

Reference contacts must be a Vice President, Director or equivalent level project sponsor.

Company Name:	Company Address:
Contact Name: (Indicate Primary or Alternate)	Contact Phone Number:
Contact Title:	Contact Email Address:
Alternate Contact Name: (Indicate Primary or Alternate)	Alternate Contact Phone Number:
Alternate Contact Title:	Alternate Contact Email Address:
Number of BI users:	Beginning Date of Experience: Month/Year
Work Name:	Ending Date of Experience: Month/Year
List Related Service Provided:	
<p>Describe how the related service shows the offeror's experience, capability, and capacity to develop the Deliverables or to achieve the Work:</p>	

ATTACHMENT EIGHT

COST SUMMARY

Offerors may not reformat this form. The Cost Proposal must be sealed separately from the rest of the Proposal. Each offeror must complete the Cost Summary Form in the exact format provided. Any reformatting may cause the State to reject the offeror's Proposal. (See: Part Three Proposal Submittal)

The Cost Proposal must not include exceptions to or additional terms and conditions or assumptions.

The offeror's total cost for the Initial Work must be represented as the Total Not to Exceed Fixed Price.

Payments shall be made as described in the Contractor's Fee Structure section located in Attachment One: Project Requirements and Special Provisions, Part Two; Special Provisions.

Initial Work Tasks	Cost
Project Management	\$
High Level Requirements	\$
Strategy	\$
Solutioning	\$
Design	\$
Build	\$
Planning	\$
Total Not to Exceed Fixed Price for the Initial Work	\$

ATTACHMENT EIGHT

COST SUMMARY (continued)

Rate Card. The following table lists the positions that may be used in the IDAs. The rate card contains different columns for commitment or actual spending levels that will be identified by Deliverables in the IDAs. The offeror must provide its most competitive rates for the identified positions. The hourly rate column will be multiplied by the "Weight Value" to determine the Rate Card evaluation cost total.

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.

Position Title	Hourly Rate		Weight Value	Total Cost For Evaluation	>3 Month (or IDA spend < \$1M)	>6 Month (or IDA spend > \$1M)
Project/Advisory Positions						
Program Manager/Unit Lead	\$	X	1	\$	\$	\$
Data Warehouse Architect	\$	X	5	\$	\$	\$
Project Manager	\$	X	5	\$	\$	\$
Team Lead / SME	\$	X	1	\$	\$	\$
Training Delivery Consultant	\$	X	3	\$	\$	\$
Communications/Change SME	\$	X	3	\$	\$	\$
Technical/Specialist Positions						
PeopleSoft HCM SME	\$	X	3	\$	\$	\$
Business Intelligence Business Analyst	\$	X	5	\$	\$	\$
Senior EPM Developer	\$	X	5	\$	\$	\$
Senior BI (OBIEE/Cognos) Developer	\$	X	5	\$	\$	\$
EPM Developer	\$	X	1	\$	\$	\$
PeopleSoft FIN SME	\$	X	3	\$	\$	\$
EPM Installer	\$	X	3	\$	\$	\$
Unix/Windows System Administrator	\$	X	1	\$	\$	\$
Oracle Database Administrator	\$	X	1	\$	\$	\$
Security Specialist	\$	X	1	\$	\$	\$
Network Engineer	\$	X	1	\$	\$	\$
Trainer	\$	X	3	\$	\$	\$
Oracle Performance Expert	\$	X	3	\$	\$	\$
Quality Assurance	\$	X	5	\$	\$	\$
Rate Card Evaluation Total				\$		