

REQUEST FOR PROPOSALS

RFP NUMBER: 0A04010
DATE ISSUED: Thursday, April 22, 2004

The state of Ohio, through the Department of Administrative Services, Information Technology Governance Division, on behalf of all state Agencies, is requesting proposals for Independent Verification & Validation (IV&V) Services.

This RFP is a multiple award RFP; contracts will be awarded to the top scoring offerors.

INQUIRY PERIOD BEGINS: Thursday, April 22, 2004
INQUIRY PERIOD ENDS: Monday, May 24, 2004
OPENING DATE: Thursday, May 27, 2004
OPENING TIME: 11:00 A.M.
**OPENING LOCATION: Department of Administrative Services
IT Governance Division Bid Room
30 East Broad Street, 40th Floor
Columbus, Ohio 43215**

This RFP consists of five (5) Parts and nine (9) Attachments, totaling 70 consecutively numbered pages. Supplements may be attached to the 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 Section 125.071 of the Ohio Revised Code (the Code) and Section 123:5-1-8 of the Ohio Administrative Code (the Administrative Code). The Department of Administrative Services (DAS); Office of Information Technology (OIT) to solicit competitive sealed proposals (Proposals) on behalf of all state agencies for Independent Verification & Validation (IV & V) services (the Work), and this RFP is in response to that request. 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 is for qualified Contractor(s) to provide Independent Verification & Validation (IV&V) services for the State. This RFP is a multiple award RFP; contracts will be awarded to the top scoring Offerors. The qualified contractors will have the opportunity to submit proposals for the Task Order Solicitations created for IV&V services throughout the contract.

The State wishes to obtain the services of qualified Contractors to provide IV&V services. The State wishes to engage the services of IV&V teams, which will include specialists, and a Project Manager to provide IV&V services for the State of Ohio agencies. For the purpose of this RFP the Project Manager is considered to be a separate position and is not to be considered a team member.

The State will issue IV&V Task Order Solicitation for verification and validation that includes technical processes, full-phase development, as well as to ensure that industry's best business practices are being or have been followed.

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 through June 30, 2005. The State may renew this Contract for up to two (2) fiscal years. The State may renew all or part of this Contract subject to the satisfactory performance of the Contractors and the needs of State Agencies. The maximum duration of this contract will be until June 30, 2007 or until all Task Order Solicitation contracts are completed.

Any failure to meet a deadline in the submission or evaluation phases and any objection to the dates for performance in the Work phase may result in the State refusing to consider the Proposal of the offeror.

Background. The State wishes to initiate IV&V task order services for Information Technology (IT) development efforts of any State agency that may require these services. IV&V will ensure and/or validate that the software meets the State's agency development requirements, builds quality into their software during the development life cycle and assesses quality processes utilized throughout the life cycle. Validation will address checking that the software meets the users' needs and verification will ensure that the system is well engineered.

The IV&V process is *independent*, in that it is performed by staff outside the actual project and therefore not affected by budget, project management or technical issues.

There are several types of IV&V:

1. The audit level IV&V reviews project plans, procedures and practices (development and project management) for adequacy, correctness and adherence to industry "best practices." The minimum standards against which these practices are assessed are SEI CMM Level 3. This type of IV&V emphasizes the verification aspect of an IV&V rather than validation, in that verifying processes will indicate problem areas that could lead to invalid requirements or a system that doesn't perform as expected.

2. A full-phase IV&V begins no later than the analysis or requirements definition phase of a project and continues through the acceptance-testing phase. It is an ongoing process, spanning nearly the full project lifecycle. The benefit of this type of IV&V is that defects are detected as they occur. This type of IV&V places equal emphasis on verification and validation.
3. An IV&V may occur after the fact. In this instance an analysis is performed by looking back at what has taken place. Emphasis is placed on test results, with limited analysis of requirements and design documentation. Therefore, this type of IV&V is more validation oriented.
4. The full technical IV&V (hardware and software) also verifies the processes used in the software development, and validates that the product meets the requirements. However, this type of IV&V is differentiated from the other types listed in that the tasks performed analyze, review and demonstrate or test all product development outputs.

IV&V is an iterative process moving from the general to the specific in detail. Each Task Order Solicitation will describe the IV&V services required. Each Task Order Solicitation will describe the scope activities and deliverables expected by the state for each assignment.

Objectives. The State has the following objectives that it wants this Work to fulfill, and it will be the Contractor's obligation to ensure that the people the Contractor provides are qualified to perform their portions of the Work.

The State wishes to engage the services of IV&V teams, which will include specialists, and a Project Manager to provide IV&V services for the State of Ohio Agencies.

Overview of the Work's Scope. The scope of the Work is provided in an attachment to 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.

The State expects that the IV&V services procured under this contract will be for the four types of IV&V services listed in the background section of this RFP.

Task Order Solicitation.

All Task Order Solicitations issued against this contract will include a requirement that no pre-qualified Contractor will be considered for a Task Order Solicitation award if they were or are a Contractor or Subcontractor on the project identified in the Task Order Solicitation as the project being subjected to the IV&V related tasks.

Successful offerors who are awarded a contract as a result of this RFP will not be required to respond to every task order issued as a result of this contract.

The first Task Order Solicitation will be performed for the Department of Job and Family Services – SACWIS Project. The offerors awarded a contract as a result of this RFP will be invited to submit a proposal on the JFS – SACWIS IV&V Task Order Solicitation. Information about this project is included as Supplement 2.

After award of the DAS – Office of Information Technology (OIT) – IV&V Services RFP, DAS - OIT will issue JFS – SACWIS IV&V Task Order Solicitation to the qualified Contractors. This Task Order Solicitation will include the cost summary, proposed format, proposed dates and task order submittal information. Those Contractors who are awarded this contract and do not have involvement in the SACWIS project may respond to the JFS - SACWIS IV&V Services Task Order Solicitation.

Calendar of Events. The schedule for 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 Acquisition Management's Web site question and answer area for this RFP. The Web site announcement will be followed by an amendment to this RFP, also available through Acquisition Management's Web site. After the Proposal due date and before the award of the Contract, the State will make schedule changes through the RFP amendment process. And the State will make changes in the Work schedule after the Contract award through the change order provisions in the general terms and conditions of the Contract. It is each prospective offeror's responsibility to check the Web site question and answer area for this RFP for current information regarding this RFP and its Calendar of Events.

Dates:

Firm Dates

RFP Issued:	Thursday, April 22, 2004
Inquiry Period Begins:	Thursday, April 22, 2004
Inquiry Period Ends:	Monday, May 24, 2004
Proposal Due Date:	Thursday, May 27, 2004 at 11:00 a.m.

There are references in this RFP to the Proposal due date. Prospective offerors must assume, unless it is clearly stated to the contrary, that any such reference means the date and time that the Proposals are due and not just the date.

PART TWO: STRUCTURE OF THIS RFP

Organization. This RFP is organized into five (5) parts, nine (9) attachments, and two (2) supplements. The parts, attachments and supplement are listed below:

Parts:

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

Attachments:

Attachment 1	Work Requirements and Special Provisions
Attachment 2	Requirements for Proposals
Attachment 3	General Terms and Conditions
Attachment 4	The Sample Contract
Attachment 5	Cost Summary
Attachment 6	Position Requirements Matrix
Attachment 7	Glossary of Terms and Definitions
Attachment 8	Offeror Information Forms
Attachment 9	Candidate Information Forms

Supplements:

Supplement 1	W-9 Form
Supplement 2	Draft Task Order JFS – SACWIS IV & V

PART THREE: GENERAL INSTRUCTIONS

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

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

Jackie Flemmings, Acquisition Analyst
Office of Information and Technology
IT Governance Division
30 East Broad Street, 39th Floor
Columbus, Ohio 43215

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

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

Access the State Procurement Web site at <http://www.ohio.gov/procure>;

From the Navigation Bar on the left, select "Find It Fast";

Select "Doc/Bid/Schedule #" as the Type;

Enter the RFP Number found on Page 1 of the document (RFP Numbers begin 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:

- o First and last name of the prospective offeror's representative who is responsible for the inquiry,
- o Name of the prospective offeror,
- o Representative's business phone number, and
- o Representative's e-mail address;

Type the inquiry in the space provided including:

- o A reference to the relevant part of this RFP,
- o The heading for the provision under question, and
- o The page number of the RFP where the provision can be found; and

Click the "Submit" button.

Offerors submitting inquiries will receive an immediate acknowledgement that their inquiry has been received as well as an e-mail acknowledging receipt. Offerors will not receive a personalized e-mail response to their question nor will they receive notification when the question has been answered.

Offerors may view inquiries using the following process:

Access the State Procurement Web site at <http://www.ohio.gov/procure>;

From the Navigation Bar on the left, select "Find It Fast";

Select "Doc/Bid/Schedule #" as the Type;

Enter the RFP Number found on Page 1 of the document (RFP Numbers begin with zero followed by the letter "A");

Click the "Find It Fast" button;

On the document information page, click the "View Q & A" button to display all inquiries with responses submitted to date.

Amendments to the RFP. If the State decides to revise this RFP before the Proposal due date, amendments will be announced on the State Procurement Web site.

Offerors may view amendments using the following process:

Access the State Procurement Web site at <http://www.ohio.gov/procure>;
From the Navigation Bar on the left, select "Find It Fast";
Select "Doc/Bid/Schedule #" as the Type;
Enter the RFP Number found on Page 1 of the document (RFP Numbers begin with zero followed by the letter "A");
Click the "Find It Fast" button;
On the document information page, click 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 Acquisition Management's Web site question and answer area for this RFP. Amendment announcements may be provided any time before 5:00 p.m. on the day before the proposal is due. It is the responsibility of each prospective offeror to check for announcements and other current information regarding this RFP.

The State will try to respond to all inquiries within 48 hours, 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.

After the submission of Proposals, amendments will be distributed only to those offerors whose submissions are under active consideration. When the State makes an amendment to the RFP after Proposals have been submitted, the State will permit offerors to withdraw their Proposals within ten 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 interests. Alternatively, the State may allow offerors that have Proposals under active consideration to modify their Proposals in response to the amendment, as described below.

Whenever the State makes an amendment after the Proposal due date, the State will tell all offerors whose Proposals are under active consideration whether they have the option to modify their Proposals in response to the amendment. Any time the State amends the RFP after the Proposal due date, an offeror will have the option to withdraw its Proposal even if the State permits modifications to the Proposals. If the offerors are allowed to modify their Proposals, the State may limit the nature and scope of the modifications. Unless otherwise stated in the State's notice, modifications and withdrawals must be made in writing and must be submitted within ten (10) business days after the amendment is issued. If this RFP provides for a negotiation phase, this procedure will not apply to changes negotiated during that phase. Withdrawals and modifications must be made in writing and submitted to the State at the address and in the same manner required for the submission of the original Proposals. Any modification that is broader in scope than the State has authorized may be rejected and treated as a withdrawal of the offeror's Proposal.

Proposal Submittal. Each offeror must submit five (5) complete, sealed, and signed copies of its proposal, and each proposal must be clearly marked "**DAS – IV&V Services**" on the outside of its envelope. Proposals are due no later than the proposal due date Thursday, May 27, 2004, at 11:00 a.m. Proposals must be submitted to:

Acquisition Management Bid Room
30 East Broad Street, 40th Floor
Columbus, Ohio 43215

The State may reject any Proposals or unsolicited Proposal amendments that are received after the deadline. An offeror that mails its Proposal must allow for adequate mailing time to ensure its timely receipt. **Offerors must also allow for potential delays due to increased security. 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, except as allowed by this RFP.

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

The Ohio Revised Code (ORC) Section 9.24 prohibits the State from awarding a Contract to any offeror(s) against whom the Auditor of State has issued a finding for recovery if the finding for recovery is “unresolved” at the time of award. By submitting a proposal, offeror warrants that it is not now, and will not become subject to an “unresolved” finding for recovery under ORC 9.24 prior to the award of a Contract arising out of this RFP, without notifying the Agency of such finding.

The State may reject any Proposal if the offeror takes exception to the terms and conditions of this RFP, fails to comply with the procedure for participating in the RFP process, or the offeror’s Proposal fails to meet any requirement of this RFP. The State may also reject any Proposal that it believes is not in its interests to accept and may decide not to do business with any of the offerors responding to this RFP.

All Proposals and other material submitted will become the property of the State and may be returned only at the State's option. Proprietary information should not be included in a Proposal or supporting materials because the State will have the right to use any materials or ideas submitted in any Proposal without compensation to the offeror. Additionally, all Proposals will be open to the public after the Contract has been awarded.

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

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

Multiple or Alternate Proposals The State welcomes multiple Proposals from a single offeror, but the State requires each such Proposal to be submitted separately from every other Proposal the offeror makes. Additionally, the offeror must treat every Proposal submitted as a separate and distinct submission and include in each Proposal all materials, information, documentation and other items this RFP requires for a Proposal to be complete and acceptable. No alternate Proposal may incorporate materials from another Proposal made by the offeror or refer to another Proposal. The State will judge each alternate Proposal on its own merits.

Amendments to Proposals Amendments or withdrawals of Proposals will be allowed only if the amendment or withdrawal is received before the Proposal due date. No amendment or withdrawals will be permitted after the due date, except as expressly 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 attachment(s) to this RFP.

The State wants clear and concise Proposals. But offerors should take care to completely answer questions and meet the RFP’s requirements.

The requirements for the Proposal's contents and formatting are contained in an attachment to this RFP.

The State will not be liable for any costs incurred by any offeror in responding to this RFP, even if the State does not award a Contract through this process. The State may decide not to award a Contract for the Work. It may also cancel this RFP and contract for the Work through some other process or by issuing another RFP.

PART FOUR: EVALUATION OF PROPOSALS

Disclosure of Proposal Contents. The State will seek to open the Proposals in a manner that avoids disclosing their contents. Additionally, the State will seek to keep the contents of all Proposals confidential until the Contract is awarded. The State will also prepare a registry of Proposals containing the name and address of each offeror. The registry will be open for public inspection after the Proposals are opened.

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, or that the State believes is excessive in price or otherwise not in its interests to consider or 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 four distinct phases:

1. The Procurement Representative's Initial Review of all Proposals for Defects;
2. The Evaluation Committee's Evaluation of the Proposals;
3. Request for More Information (Interviews, Presentations, and/or Demonstrations); and
4. Negotiations.

The State may decide whether phases three and four are necessary. But the State has the right to eliminate or add phases three and/or four or add or remove sub-phases to phases two through four at anytime if the State believes doing so will improve the evaluation process.

Clarifications & Corrections. During the evaluation process, the State 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 does not result in an unfair advantage for the offeror and it is in the State's interests.

Reference Checks. The state may conduct reference checks to verify and validate the offeror or proposed candidate's past performance. Reference checks indicating poor or failed performance by the offeror or proposed candidate may be cause for rejection of the proposal.

Initial Review. The Procurement Representative will review all Proposals for their format and completeness. The Procurement Representative will normally reject any incomplete or incorrectly formatted Proposal, though the Procurement Representative may elect to waive any defects or allow an offeror to submit a correction.

If the Auditor of State does not certify a proposal due to lateness, the Procurement Representative will not open it or evaluate it for format or completeness.

The Procurement Representative will forward all timely, complete, and properly formatted Proposals to an evaluation committee, which the Procurement Representative will chair.

Committee Review of the Proposals. The evaluation committee will evaluate and numerically score each Proposal that the Procurement Representative has forwarded to it. The evaluation will be according to the criteria contained in this Part of the RFP. An attachment to this RFP may further refine these criteria, and the committee has a right to break these criteria into components and weight any components of a criterion according to their perceived importance.

The committee may also have the Proposals or portions of them reviewed and evaluated by independent third parties or other State personnel with technical or professional experience that relates to the Work or to a criterion in the evaluation process. The committee may also seek reviews of end users of the Work or the advice or evaluations of other State committees that have subject matter expertise or an interest in the Work. In seeking such reviews, evaluations, and advice, the committee will first decide, in writing,

how to incorporate the results in the numerical scoring of the Proposals. The committee may adopt or reject any recommendations it receives from such reviews and evaluations.

The evaluation will result in a point total being calculated for each Proposal. Those offerors submitting the highest rated Proposals may be scheduled for the next phase. The number of Proposals forwarded to the next phase will be within the committee's discretion, but regardless of the number of Proposals selected for the next phase, they will always be the highest rated Proposals from this phase.

At any time during this phase, the State may ask an offeror to correct, revise, or clarify any portions of its Proposal.

The evaluation committee will document all major decisions in writing and make these a part of the contract file along with the evaluation results for each Proposal considered.

Proposal Evaluation Criteria. In the Proposal evaluation phase, the committee will rate the Proposals submitted in response to this RFP based on the following criteria and weight assigned to each criterion:

The evaluation committee will calculate the offeror's normalized score for each criteria category described in the tables below. The total for the normalized scores are calculated using the formula shown below.

Criteria	Weight	Maximum Normalized Score
Offeror Requirements	30%	600
Project Manager Requirements	30%	600
IV&V Team Member Requirements	25%	500
Cost Total	15%	300
TOTAL	100%	2000 Points

Offeror Requirements Total:

Offeror's point score/highest offeror's point score x 600 = Normalized Score.

Project Manager (PM) Total:

Offeror's PM point score/highest offeror's PM point score x 600 = Normalized Score.

IV&V Team Member Total:

Offeror's IV&V Team Member point score/highest offeror's IV&V Team member point score x 500 = Normalized Score.

Cost Total:

Lowest Offeror's calculated team cost/ offeror's calculated team cost x 300 = Normalized score.

Final Normalized score = Offeror Normalized score + PM Normalized Score + IV&V Team Normalized Score + Cost Total Normalized Score.

EXAMPLE

Company	Offeror Req.	Project Manager Requirements	IV&V Team Member Requirements	Calculated Team Cost	Total Points	Ranked
	<i>30% / 600 pts.</i>	<i>30% / 600 pts</i>	<i>25% / 500 pts</i>	<i>15% / 300 pts</i>		
A.	580	600	350	280	1810	1
B.	600	560	270	230	1660	3
C.	590	510	200	300	1600	4
D.	450	400	500	200	1550	2
E.	300	450	250	230	1230	5

Criteria	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
Offeror Mandatory Requirements					
1. The Offeror must have successfully completed a minimum of three (3) IV&V assessments within the past five (5) years. Two of the three projects must be for a duration of at least six months and have included a staff of at least 4 team members involved in performing IV&V tasks. Each project reference must include the following information: <ul style="list-style-type: none"> • System description including size and complexity • Type of IV&V performed • IV&V task performed • Summary of project results 	5	Reject	5	7	9
2. The Offeror must have successfully completed a minimum of one (1) IV&V project whose scope included meeting Federal administrative regulations.	8	Reject	5	7	9
3. Minimum of one (1) successful full technical IV&V assessment.	5	Reject	5	7	9

Criteria	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
Offeror Requirements					
1. Minimum of thirty-six (36) months experience performing audit level IV&V inspections.	5	0	5	7	9
2. Minimum of thirty-six (36) months experience performing full-phase IV&V.	5	0	5	7	9

Criteria		Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
Project Manager Mandatory Requirements						
1.	Minimum of sixty (60) months full-time experience as a Project Manager in the last ninety-six (96) months.	8	Reject	5	7	9
2.	Minimum of sixty (60) months experience as the Project Manager on one or more large IT projects.	8	Reject	5	7	9
3.	Minimum of thirty-six (36) months participating in, conducting or managing audit level IV&V inspections.	8	Reject	5	7	9
4.	Minimum of thirty-six (36) months experience managing full phase IV&V project.	8	Reject	5	7	9
Project Manager Requirements						
1.	Experience as a Project Manager on IT project with a minimum of one federal, state, or local government project with at least twelve (12) months duration, where the project manager gained an understanding of how the government operates by working with specific laws, regulations and/or rules that affect that project.	7	0	3	5	7
2.	Experience using project management software (e.g. Microsoft Project) to develop and maintain a work break down schedule (WBS) on a minimum of two (2) IT projects.	7	0	3	5	7
3.	Experience as a Project Manager throughout the lifecycle of a project on at least one software development or software implementation project of at least 12 months duration.	7	0	3	5	7
4.	Project Management Professional (PMP) Certification from the Project Management Institute (PMI).	5	0	3	5	7
5.	Minimum of thirty-six (36) months experience in risk assessment and mitigation strategies and techniques.	5	0	3	5	7
6.	Minimum of twelve (12) months experience on a full technical IV&V assessment project as the Project Manager.	5	0	3	5	7

Criteria		Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
IV&V Team Members Mandatory Requirements						
1.	Minimum of thirty-six (36) months experience performing the duties necessary to complete one or more portions of a full system development lifecycle.	8	Reject	3	5	9
2.	Minimum of thirty-six (36) months experience performing an audit level IV&V inspection.	8	Reject	3	5	9
3.	Minimum of thirty-six (36) months experience performing a full-phase IV&V project.	5	Reject	3	5	9
4.	At least 50% of the team must meet: <ul style="list-style-type: none"> • Minimum of thirty-six (36) months experience performing audit level IV&V inspections. • Minimum of thirty-six (36) months experience performing full-phase IV&V. • Minimum of one (1) successful full technical IV&V assessment. 	8	Reject	3	5	9
IV & V Team Members Requirements						
1.	Minimum of one (1) previous engagement managing a project, which required meeting Federal administrative regulations.	5	0	3	5	7
2.	Minimum of one (1) full technical (software and hardware) IV&V review.	5	0	3	5	7
3.	Minimum of twenty-four (24) months experience in risk assessment and mitigation strategies and techniques.	2	0	3	5	7
4.	Minimum of eighty-four (84) months Mainframe experience.	5	0	3	5	7
5.	Minimum of forty-eight (48) months experience in nTier development.	5	0	3	5	7
6.	Minimum of thirty-six (36) months database experience at both the conceptual and detail level. Including a minimum of one project of twelve months duration.	5	0	3	5	7
7.	Minimum of eighty-four (84) months development experience in the full software development lifecycle.	8	0	3	5	7
8.	Minimum of eighty-four (84) months experience performing the duties of a system analyst.	5	0	3	5	7
9.	Minimum of sixty (60) months client/server experience.	2	0	3	5	7

Once the technical merits of a Proposal are considered, as described above, the costs of that Proposal will be considered. But it is within the State's discretion to wait to factor in a Proposal's costs until after any interviews, presentations and discussions are held. 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. The State may reconsider the excessiveness of any Proposal's cost at any time in the evaluation process.

The Proposals will then be selected for further consideration in the next phase of the evaluation process. The Proposals selected to be considered in the next Phase will always be the highest ranking Proposals based on this analysis. That is, the State may not move a lower ranking Proposal in the next phase unless all Proposals that rank above it are also moved to the next phase, excluding any Proposals that the State disqualifies because of excessive cost or other reasons. Alternatively, if there is to be no more phases because the State feels they are unnecessary or inappropriate, the proposal with the best-normalized score will be awarded the Contract.

If the State finds that Proposals should be given further consideration, the State may select the highest-ranking Proposals to move to the next phase. The State may alternatively choose to bypass any or all subsequent phases and make an award based solely on the evaluation phase.

This RFP asks for responses and submissions from offerors, most of which represent components of the above criteria. While each criterion 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 will normally result in a rejection of that offeror's Proposal. The value assigned above to each criterion 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 any requirement to participate in the Proposal process.

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 the State's 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 that the State believes is critical to the success of the RFP's objectives. When this is so, the State may reject that Proposal and consider lower ranking Proposals. But before doing so, the State must notify the offeror of the situation and give the offeror an opportunity to cure the critical mandatory requirement.

If the offeror cures its failure to meet a critical mandatory requirement, its Proposal will continue to be considered. 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.

Financial Ability. Part of the Proposal evaluation criteria is the qualifications of the offeror, which includes as a component the offeror's financial ability to perform the Contract. This RFP may expressly require the submission of audited financial statements from all offerors in the Proposal contents attachment. But if the Proposal contents attachment does not make this an express requirement, the evaluation committee may still insist that an offeror submit audited financial statements for up to the past three years if the committee is concerned that an offeror may not have the financial ability to carry out the Contract.

In evaluating an offeror's financial ability, the weight the committee assigns, if any, to that financial ability will depend on whether the offeror's financial position is adequate or inadequate. That is, if the offeror's financial ability is adequate, the value assigned to the offeror's relative financial ability in relation to other offerors may or may not be significant, depending on the nature of the Work. But if the evaluation committee believes the offeror's financial ability is not adequate, that decision will be a fatal one for the offeror's Proposal, and the committee may reject the Proposal despite its other merits.

Interviews, Demonstrations, and Presentations. The Proposal evaluation committee may require some offerors to interview with the committee, make a presentation about their Proposal, and/or demonstrate their products or services. Such presentations, demonstrations, and interviews provide an offeror with an opportunity to:

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

The presentations, demonstrations, and interviews will be scheduled at the convenience and discretion of the evaluation committee. The evaluation committee may record any presentations, demonstrations, and interviews.

The evaluation committee normally will not numerically rank interviews, demonstrations, and presentations. Rather, the committee may decide to revise its existing proposal evaluations based on the interviews, demonstrations, and/or presentations.

Determination of Responsibility. The evaluation committee may review the highest-ranking offerors or its key team members to ensure that the offeror is responsible. The Contract may not be awarded to an offeror that is determined to be not responsible. The evaluation committee's determination of an offeror's responsibility may include the following factors: the offeror's and its key team members' experience, past conduct on previous Contracts, past performance on previous Contracts, ability to execute this contract properly and management skill. The evaluation committee will make such determination of responsibility based on the offeror's proposal, reference evaluations and any other information the committee requests or determines to be relevant.

Contract Negotiations. The final phase of the evaluation process may be contract negotiations. Negotiations will be scheduled at the convenience of the committee. The selected offeror(s) must negotiate in good faith.

Negotiations may be conducted with any offeror who submits a competitive Proposal, but the committee may limit discussions to specific aspects of the RFP. Any clarifications, corrections, or negotiated revisions that may occur during the negotiations phase will be reduced to writing and incorporated in the RFP or the offeror's proposal, as appropriate. Any offeror whose Proposal continues to be competitive will be accorded fair and equal treatment with respect to any clarification, correction, or revision of the RFP and will be given the opportunity to negotiation revisions to its Proposal based on the amended RFP. But should the evaluation process have resulted in a top-ranked Proposal, the committee 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 committee may then 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 committee decides to negotiate with all the remaining offerors, or decides that negotiations with the top-ranked offeror are not satisfactory and negotiates with one or more of the lower-ranking offerors, the committee will then determine if an adjustment in the ranking of the remaining offerors is appropriate based on the negotiations. The Contract award, if any, will then 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 committee may set a date and time for the submission of best and final Proposals by the remaining offeror(s) with which the committee conducted negotiations. If negotiations

were limited and all changes were reduced to signed writings during negotiations, the committee need not require the submissions of best and final Proposals.

If best and final Proposals are required, they may be submitted only once, unless the committee makes a written determination that it is in the State's interest to conduct additional negotiations. In such cases, the committee 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 offeror's previous Proposal will be considered the offeror's best and final Proposal.

It is entirely within the discretion of the committee 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. The committee is free to limit negotiations to particular aspects of any Proposal, to limit the offerors with whom the committee wants to negotiate, or to dispense with negotiations entirely.

The evaluation committee generally will not rank negotiations. The negotiations will normally be held to correct deficiencies in the preferred offeror's Proposal. If negotiations fail with the preferred offeror, the committee may negotiate with the next offeror in ranking. Alternatively, the committee may decide that it is in the interests of the State to negotiate with all the remaining offerors to determine if negotiations lead to an adjustment in the ranking of the remaining offerors.

From the opening of the Proposals to the award of the Contract, everyone working on behalf of the State to evaluate the Proposals will seek to limit access to information contained in the Proposals solely to those people with a need to know the information. They will also seek to keep this information away from other offerors, and the evaluation committee will not be allowed to 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 open to inspection to the public. The written changes will be drafted and signed by the Contractor and submitted to the evaluation committee within five business days. If the evaluation committee accepts the change, the Procurement Representative will give the offeror written notice of the committee's acceptance. The negotiated changes to the successful offer will become a part of the Contract.

Failure to Negotiate. If an offeror fails to provide the necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the State may terminate negotiations with that offeror and collect on the offeror's bid bond, if a bid bond was required in order to respond to this RFP.

PART FIVE: AWARD OF THE CONTRACT

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

A sample contract is included in this RFP as Attachment Four. In awarding the Contract, the State will issue an award letter and three copies of the Contract to the selected Contractors. The Contractors will sign the Contracts and return to the Procurement Representative. The Contracts will not be binding on the State until the State's duly authorized representative signs all copies and returns one to the Contractor.

The State expects the pre-qualified Contractors to be available to submit proposals to DAS - OIT issued Task Order Solicitations. After each Task Order Solicitation has been awarded the State will issue a purchase order under this Contract referencing the Task Order Solicitation contract.

Contract. If this RFP results in a Contract award, the Contract will consist of this RFP, written amendments to this RFP, the Contractor's Proposal, and written, authorized amendments to the Contractor's Proposal. It will also include any materials incorporated by reference in the above documents, the Task Order Solicitation, Task Order Proposal and any purchase orders and change orders issued under the Contract. The form of the Contract is attached 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 another attachment to this RFP. If there are conflicting provisions between the documents that make up the Contract, the order of precedence for the documents is as follows:

1. This RFP, as amended;
2. The documents and materials incorporated by reference in the RFP;
3. The Contractor's proposal, as amended, clarified, and accepted by the state; and
4. The documents and materials incorporated by reference in the Contractor's Proposal;
5. RFP Contract
6. Task Order Solicitation;
7. Task Order Solicitation Proposal;
8. Task Order Solicitation Contract.

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.

ATTACHMENT ONE: WORK REQUIREMENTS AND SPECIAL PROVISIONS
PART ONE: WORK REQUIREMENTS

This section describes the Scope of Work for the RFP and Task Order Solicitation Projects and Scope of Work that the Contractor(s) must do to get the job done.

RFP Scope of Work. The State wishes to qualify Offerors as qualified Contractors to provide IV&V services. The State wishes to engage the services of technical teams and a Project Manager to provide IV&V services for State of Ohio Agencies. This is a multiple award RFP; contracts will be awarded to the top scoring offerors. The qualified Contractors will have the opportunity to submit proposals for the Task Order Solicitations issued under this RFP. The information below provides a description the Task Order Solicitation process.

Task Order Solicitation Process. The IV&V projects will be awarded via the Task Order Solicitation process. All Task Order Solicitations will be issued by DAS, Office Information Technology. All future Task Order Solicitations will include but not be limited to the following:

The Task Order solicitation document will include, but not be limited to, the following information for each project (A draft of a task order solicitation to be issued to qualified Contractors is found in Supplement 2):

- o State organization for which the work will be performed
- o Scope of work, which will include, but not be limited to:
 - Project objectives,
 - Project deliverables,
 - Project assumptions and constraints,
 - Project roles and responsibilities,
 - Expected project duration,
 - Resource requirements,
 - Contractor candidate requirements, and
 - Travel requirements, if applicable.

Task Order Solicitation Document. Each Task Order Solicitation will include but not be limited to the following components, which will be defined in each Task Order Solicitation.

Content. Each Task Order Solicitation will contain the sections listed below.

- o Background information which includes
 - a. Agency information
 - b. Project targeted for IV&V information
 - c. Project Objective
 - d. Project Description
 - e. Project Schedule
- o IV&V Scope of Work
 - a. Task Objective
 - b. Scope/Statement of Work
 - c. Expected task duration
 - d. Task Activities
 - e. Task Deliverables
 - f. Task Reporting Structure
- o Staffing Requirements
- o Task Order Evaluation Criteria
- o Task Order Requirements
- o Cost Summary

Task Order Solicitation Project Reports. Each Task Order Solicitation will have specific project reporting needs.

Task Order Solicitation Bill to Address. Each Task Order Solicitation will have specific Bill to Address.

Task Order Solicitation Proposal. Each qualified Contractor's proposal for each Task Order Solicitation will include, but not be limited to the following:

- Develop a project plan. This plan will include, but not be limited to the following components:
 - Scope of work that includes the contractor's understanding of the:
 - Project objectives,
 - Project assumptions and constraints,
 - Project deliverables,
 - Expected project duration,
 - Resource requirements,
 - Project roles and responsibilities
 - Communication plan
 - Risk management plan (may include issues management)
 - Quality management plan
 - Project schedule (WBS using MS Project or compatible)
- Cost Summary

Task Order Solicitation Project Deliverables. Deliverables will be defined by each Task Order Solicitation. Task Orders may include but not limited to:

- Status Reports (Each Task Order Solicitation may have status report requirements)
- Project Plan
- Draft IV&V assessment report
- Final IV&V assessment report
- Follow-up agency IV&V findings presentation

Task Order Solicitation Project Milestones. These are defined as significant events that occur over the course of the project that mark the completion of progress or a deliverable.

- Completion of Kick-off meeting (which will include an OIT Enterprise Project Management Office (EPMO) representative)
- Acceptance of refined Project Plan and Schedule
- Submission of draft IV&V assessment report
- Acceptance of draft IV&V assessment report
- Submission of final IV&V assessment report
- Acceptance of final IV&V assessment report

Task Order Solicitation Contractor Activities. The successful contractor will perform the following tasks and include the results and/or findings in the assessment reports.

- Conduct kick-off meeting
- Conduct interviews
- Review and make recommendations on both State, and, where applicable, vendor management of the project and on the project's technical aspects
- Consult with all stakeholders and assess the user involvement and acceptance regarding system functionality and the system's ability to meet program needs
- Conduct an analysis of past project performance (schedule, budget) sufficient to identify and make recommendations for improvement
- Provide a risk management assessment and capacity planning assessment and

- If applicable, develop performance metrics, which allow tracking of project completion against milestones set by the state
- The IV&V Contractor will provide copies of all reports and deliverables simultaneously to the IV&V agency project manager, and the ITGD EPMO representative

Draft Task Order Solicitation.

Task Orders issued against this contract will not be awarded to Contractors that are awarded or subcontracted to the project identified in the Task Order Solicitation.

Successful offerors who are awarded a contract as a result of this RFP will not be required to respond to every task order issued as a result of this contract.

A Task Order will be performed for the Department of Job and Family Services – SACWIS Project. The offerors awarded a contract as a result of this RFP will be invited to submit a proposal on the JFS – SACWIS IV&V Task Order. Information about this project is included as Supplement 2.

After award of the DAS - IV&V Services RFP, a Task Order Solicitation for JFS – SACWIS will be issued by DAS - OIT to qualified Contractors. Those vendors who are awarded this contract and do not have involvement in the SACWIS project may respond to the JFS - SACWIS IV&V Services Task Order. The Task Order Solicitation will include, scope of work, requirements, proposed dates and Task Order submittal information.

ATTACHMENT TWO: REQUIREMENTS FOR PROPOSALS

Proposal Format. Each Proposal must include sufficient data to allow the State to verify the total cost for the people the Contractor will supply to do 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 will 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:

- Cover Letter
- Offeror Profile
- Resource Allocation Plan
- Contingency Plan
- Contract Performance
- Staffing Plan
- IEEE Compliance Statement
- Personnel Profile Summaries
- Cost Summary
- Conflict of Interest Statement
- Payment Address
- Proof of Insurance
- W-9 Form

Cover Letter. The cover letter must be in the form of a standard business letter and must be signed by an individual authorized to legally bind the offeror. The cover letter will provide an executive summary of the solution the offeror plans to provide. The letter must also contain the following:

- a. A statement regarding the offeror's legal structure (e.g., an Ohio corporation), Federal tax identification number, and principal place of business;
- b. A list of the people who prepared the Proposal, including their titles;
- c. The name, phone number, and fax number of a contact person who has authority to answer questions regarding the Proposal;
- d. A list of all subcontractors, if any, that the offeror will use on the Project if the offeror is selected to do the work;
- e. 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, tax identification number, and principal place of business address;
 2. The name and phone number of someone 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;
 5. A statement that the subcontractor has read and understood the RFP and will comply with the requirements of the RFP; and

- f. A statement that the offeror's proposed solution for the Project meets all the requirements of this RFP.
- g. A statement that the references provided to meet all requirements of the RFP are from clients for whom work was performed, not companies associated or affiliated with (i.e. subsidiaries, partnerships, joint ventures, or sister companies of a conglomerate) the prime contractor or subcontractor and
- h. A statement that the offeror is not now, and will not become subject to an "unresolved" finding for recovery under ORC 9.24, prior to the award of an Contract arising out of this RFP, without notifying the Agency of such finding.

Offeror Profile. Each Proposal must include a profile of the offeror's relevant experience working on projects similar to this Work. The profile must also include the offeror's legal name, address, and telephone number; home office location; date established; ownership (such as public firm, partnership, or subsidiary); firm leadership (such as corporate officers or partners); number of employees; number of employees engaged in tasks directly related to the Work; and any other background information that will help the evaluation committee gauge the ability of the offeror to fulfill the obligations of the Contract.

References provided to meet each requirement must be from a client for whom work was performed. References cannot come from a company affiliated or associated with the prime contractor or subcontractor including but not limited to subsidiary companies, partnerships, joint ventures or sister companies with in a conglomerate. Each project reference must be willing to discuss the offeror's performance with the evaluation committee.

Each reference must be willing to discuss the offeror's performance with the evaluation committee.

Resource Allocation Plan. The resource allocation plan must show how the Offeror intends to fulfill the position requirements of this contract. The Offeror must describe in detail how it determines candidate qualifications, interviews candidates, and/or determines candidates for hire and the hiring process. The Offeror must show explicitly how it intends to meet the two (2) week hiring requirement for the positions to be filled after being awarded a Task Order Solicitation.

Contingency Plan. The contingency plan must show how the Offeror will fill emergency vacated positions during the life of the contract. Offerors are encouraged to carefully review the "Replacement Personnel" section in the Terms and Conditions of this RPF for requirements regarding replacement personnel.

Contract Performance. The offeror must provide the following information for this section for the past seven years:

- a. Whether the offeror has had a contract terminated for default or cause. If so, the offeror must submit full details, including the other party's name, address, and telephone number.
- b. Whether 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). If so, the offeror must provide complete details, including the name of the other organization, the reason for the penalty, and the penalty amount for each incident.
- c. Whether 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.
- d. Whether trading in the stock of the company has ever been suspended with the date(s) and explanation(s).
- e. Whether 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.
- f. Whether 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 in (a) through (f) 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 offeror's Proposal. The committee will make this decision based on its determination of the seriousness of the matter, the matter's possible impact on the offeror's performance of the Work, and the best interests of the State.

Staffing Plan. The offeror will provide a staffing plan that identifies all material personnel required to do the work. The plan must have the following information:

- Position title & description of position duties, experience level and IV&V experience.
- A contingency plan that shows the ability to add more staff if needed to meet the work's due date(s).
- A discussion of the offeror's ability to provide qualified replacement personnel.

IEEE Compliance Statement. The offeror will provide their approach/methodology for conducting the IV&V. The Offeror must identify if the methodology is IEEE compliant. If the proposed methodology is not IEEE compliant, the offeror must provide details explaining the differences and justification for using their proposed non-IEEE compliant methodology.

Personnel Profile Summaries. Each Proposal must include a profile for each key member of the proposed Work team. This RFP includes a reference form as an attachment. The offeror must use this form and fill it out completely for each reference. **The forms must be completed using typewritten or electronic means.** The forms may be recreated electronically, but all fields and formats must be retained. Failure to recreate the forms accurately may lead to the rejection of the offeror's proposal.

One of the criteria on which the State may base the award of the Contract is the quality of the offeror's Work team.

The offeror must propose a Work team that collectively meets all the requirements in this RFP, as demonstrated through the Personnel Profile Summary Forms. Additionally, each team member may have mandatory requirements listed in this RFP that the team member must individually meet.

All candidates proposed must meet the mandatory technical experience for the candidate's position and be identified by name. If any candidate does not meet the minimum requirements for the position the candidate has been proposed to fill, the offeror's Proposal may be rejected as non-responsive. The various sections of the form are described below.

- a) **Mandatory Experience and Qualifications.** This section must be completed to show how the candidate meets the mandatory experience. For each reference the following information must be provided:

Candidate Name.

Contact Information. The contact name, phone number, company name, and address must be completely filled out. If the primary contact can not be reached, an alternate contact name in the company, address, and phone number must be provided in lieu of the primary contact.

Dates of Employment. Must be completed to show the length of time the candidate performed the technical experience being described, not the length of time the candidate worked for the company. These dates must be completed by giving a beginning month and year and an ending month and year.

Description of the Related Service Provided. The State does not assume that since the technical requirement is provided at the top of the page that all descriptions on that page relate to that requirement. Contractors must reiterate the technical experience being described, including the capacity in which the experience was performed and the role of the candidate in the project. It is the Contractors' responsibility to customize the description to clearly substantiate the candidate's qualification.

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

- b) Desirable Experience and Qualifications. This section must be completed to show how the candidate meets the desirable experience.
- c) Resume. The candidate's resume must follow the completed form and show how the candidate meets the qualifications listed for the position in the RFP.

References provided to meet each requirement must be from a client for whom work was performed. References cannot come from a company affiliated or associated with the prime contractor or subcontractor including but not limited to subsidiary companies, partnerships, joint ventures or sister companies within a conglomerate.

Cost Summary. This RFP includes a Cost Summary Form provided as an attachment. Offerors may not reformat this form. Each offeror must complete the cost summary sheet in the exact format provided. Any reformatting may cause the State to reject the offeror's Proposal.

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

Conflict of Interest Statement. Each Proposal must include a statement indicating whether the offeror or any people that may do the Work through the offeror have a possible conflict of interest (e.g., employed by the state of Ohio, etc.) and, if so, the nature of that conflict. The State has the right to reject a Proposal in which a conflict is disclosed or cancel the Contract if any interest is later discovered that could give the appearance of a conflict.

Payment Address. The offeror must give the address to which payments to the offeror will be sent.

Proof of Insurance. In this section, the offeror must provide the certificate of insurance required by the General Terms & Conditions. The policy may be written on an occurrence or claims made basis.

W-9 Form. The offeror must complete the attached W-9 form in its entirety. At least one original W-9 form must be submitted. All other copies of a Proposal may contain copies of the W-9 form. Please indicate on the outside of the binder which Proposal contains the original signature.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS
PART ONE: PERFORMANCE AND PAYMENT

Statement of Work. The RFP and the Contractor's Proposal (Collectively referred to as the "RFP") are a part of this Contract and describe the work (the "Work") the Contractor will do and any materials or services (including all work product) the Contractor will deliver (the "Deliverables") under this Contract. The Contractor will do the Work in a professional, timely, and efficient manner and will provide the Deliverables in a proper fashion.

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

Term. Unless this Contract is terminated or expires without renewal, it will remain in effect until **June 30, 2007**. But the current General Assembly cannot commit a future General Assembly to an expenditure. Therefore, this Contract will automatically expire at the end of the current biennium, which is June 30, 2005. The State, however, 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 will also apply to the end of any subsequent biennium during the term of this Contract. Termination or expiration of this Contract will not limit the Contractor's continuing obligations with respect to Deliverables that the State paid for before termination or limit the State's rights in such.

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

The Project has a completion date that is identified in the Task Order Solicitation. It may also have several dates for delivery of Deliverables or reaching certain milestones in the Project. If so, those dates are also contained in the Task Order Solicitation. The Contractor must make those deliveries, meet those milestones, and complete the Project within the times the Task Order Solicitation requires. If the Contractor does not meet those dates, the Contractor will be in default, and the State may terminate this Contract under the termination provision contained below. But the State may also have certain obligations to meet. Those obligations, if any, are also listed in the RFP and Task Order Solicitation. If the Contractor's failure to meet the delivery, milestone, or completion dates in the Task Order Solicitation 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 effected 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 given the State written notice of the State's failure to meet its obligations, with reasonable specificity, soon after the State's delay has begun and while the State's delay is happening. The extension of the Contractor's performance time will be the Contractor's only remedy for the State's delay.

The State seeks completed Projects. Any incidental items omitted in the RFP and the Task Order Solicitation will be provided as part of the Contractor's not-to-exceed fixed price. The Contractor must fully identify, describe, and document all systems that are delivered as a part of the Project. All hardware, software, supplies, and other required components (such as documentation, conversion, training, and maintenance) for the Project to be complete and useful to the State are included in the Project and the not-to-exceed fixed price.

Compensation. In consideration of the Contractor's promises and satisfactory performance, the State will pay the Contractor the amount(s) identified in the RFP/Task Order Solicitation (the "Fee"), plus any other expenses identified as reimbursable in the RFP/ Task Order Solicitation. But in no event will payments exceed the "not-to-exceed" amount in the RFP/Task Order Solicitation 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 all relevant parts of the Work tied to the payment. Payment of the Fee is also contingent on the Contractor delivering a proper invoice and any other documents required by the RFP/Task Order Solicitation. 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 will send all invoices under this Contract to the "bill to" address in the RFP or in the applicable purchase order.

The State will pay the Contractor interest on any late payment as provided in Section 126.30 of the Ohio Revised Code (the "Code"). That section of the Code currently requires monthly interest payments equal to one 12th of the rate per annum prescribed by Section 5703.47 of the 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 may then deduct the disputed amount from its payment as a non-exclusive remedy. In addition, the State will consult with the Contractor as early as reasonably possible about the nature of the dispute and the amount of payment affected. When the Contractor has resolved the disputed matter to the State's satisfaction, the State will pay the disputed amount within 30 business days after the matter is resolved.

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 will reimburse the State for that amount at the end of the 30 calendar days as a non-exclusive 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.

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

In making any reimbursable expenditure, the Contractor will always comply with the more restrictive of its own, then-current internal policies for making such expenditures or with the State's then-current policies. All reimbursable travel will require the advance written approval of the State's Representative. All reimbursable expenses will be billed monthly and paid by the State within 30 business days of receiving the Contractor's invoice.

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 Code, including Section 126.07, have been met;
- (b) All necessary funds are made available by the appropriate state agencies;
- (c) If required, approval of this Contract is given by the Controlling Board of Ohio; 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 have been made available.

Employment Taxes. Each party will be solely responsible for reporting, withholding and paying all employment related taxes, payments and withholdings for its own personnel, including, but not limited to, Federal, state and local income taxes, social security, unemployment or disability deductions, withholdings, and payments (together with any interest and penalties not disputed with the appropriate taxing authority). All people the Contractor provides to the State under this Contract will be deemed employees of the Contractor for purposes of withholdings, taxes, and other deductions or contributions required under the law.

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 & 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 duplicates the work done or to be done under the other contracts.

Subcontracting. The Contractor may not enter into subcontracts for 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.

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

The Contractor will assume responsibility for all Deliverables whether it, a subcontractor, or third-party manufacturer produces them in whole or in part. Further, the State will consider the Contractor to 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 must also 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 will indemnify the State for the damage.

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

The Contractor will keep a separate account for the Work (the "Work Account"). All payments made from the Work Account will be only for obligations incurred in the performance of this Contract and will be supported by contracts, invoices, vouchers, and any other data needed to audit and verify the payments. All payments from the Work Account will be for obligations incurred only after the effective date of this Contract unless the State has given specific written authorization for making prior payments from the Work Account.

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 will also apply to the State's duly authorized representatives and any person or organization providing financial support for the Work.

Unless it is impracticable to do so, all records related to this Contract must be kept in a single location, either at the Contractor's principle place of business or its place of business where the Work was done. If this is not practical, the Contractor will assume the cost of collecting, organizing, and relocating the records and any technology need to access the records to the Contractor's office nearest Columbus whenever the State or anyone else with audit rights requests access to the Contractor's Work records. The Contractor will do so with all due speed, not to exceed five business days.

If any audit reveals any material deviation from the Work's specifications, any misrepresentation, or any overcharge to the State, the State will be entitled to recover damages, as well as the cost of the audit.

For each subcontract in excess of \$25,000.00, the Contractor will require its subcontractors to agree to the requirements of this section and of the record-keeping section. Subcontracts with smaller amounts involved need not meet this requirement. But the Contractor may not artificially break up contracts with its subcontractors to take advantage of this exclusion.

Equal Employment Opportunity. During the Work, the Contractor will 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 will ensure that applicants for employment and employees are treated without regard to their Protected Status.

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

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

- (a) Workers' compensation insurance, as required by Ohio law, and, if some of the Project will be done outside Ohio, the laws of the appropriate state(s) where work on the Project will be done. The Contractor will also 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, property damage. The defense cost shall be outside of the policy limits. Such policy shall designate the State of Ohio as an additional insured, as its interest may appear. The policy will also be endorsed to include a blanket waiver of subrogation. At a minimum, the limits of the insurance shall 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 shall also be endorsed to provide the State with 30-day prior written notice of cancellation or material change to the policy. It is agreed upon that the Contractor's Commercial General Liability shall 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 offeror's policy is written on a "claims made" basis, the offeror shall 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 offeror 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.

State Personnel. During the term of this Contract and for one year after completion of the Work, the Contractor will not hire or otherwise contract for the services of any state employee involved with the Work.

Replacement Personnel. The quality and professional credentials of the people the Contractor submitted in its proposal to do the Work were material factors in the State's decision to enter into this Contract. Therefore, the Contractor will use all commercially reasonable efforts to ensure the continued availability of those people. Also, the Contractor will 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 from the Work if doing so is necessary for legal or disciplinary reasons, provided that the Contractor makes a reasonable effort to give the State 30 calendar days' prior, written notice of the removal.

The Contractor must have qualified replacement people available to replace any people listed by name in the RFP. When the removal of a listed person is permitted under this Section, or if a person becomes unavailable, the Contractor will submit the resumes for two replacement people for each person removed or who otherwise becomes unavailable. The Contractor will 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(s). Should the State reject both replacement candidates due to their failure to meet the minimum qualifications identified in the RFP, 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 the event of such a default, the State will have the right to terminate this Contract and to have the damages specified elsewhere in this Contract for termination due to default.

The State may determine that proposed replacement candidates meet the minimum qualifications of this Contract and still substantially reduce the value the State perceived it would receive through the work 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 will 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, then such rejection will be deemed a termination for 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, and right to ensure, that its operations are carried out in an efficient, professional, legal, and secure manner. The State, therefore, will have the right to require the Contractor to remove any individual doing any part of 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 will follow the procedures identified above for replacing unavailable people. This provision applies to people engaged by the Contractor's subcontractors if they are listed as key people on the RFP.

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 may also 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. The State may also 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 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. Those provisions will prevail over this one. If a particular section does not state what the cure period will be, this provision will govern.

The State may also 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 may also terminate this Contract should that third party fail to release any Work funds. The RFP identifies any third party source of funds for the Work.

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 will immediately cease all Work and take all steps necessary to minimize any costs the Contractor will incur related to this Contract. The Contractor will also immediately prepare a report and deliver it to the State. The report must detail any Deliverables completed or partially completed but not delivered to the State at the time of termination. The Contractor will also deliver all the completed and partially completed Deliverables to the State with its report. But, if delivery in that manner would not be in the State's interest, then the Contractor will propose a suitable alternative form of delivery.

If the State terminates this Contract for cause, it will be entitled to cover for the Work by using another contractor on such commercially reasonable terms as it 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 will also 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 determined to be owing to the Contractor by the State. The State will make that determination based on the lesser of the percentage of the applicable unit(s) of Work completed or the hours of work performed in relation to the estimated total hours required to perform the entire applicable unit(s) of Work.

The State will have the option of suspending rather than terminating the Contract where 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 part of the Work performed. If the State reinstates the Contract 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 amount of compensation due to the Contractor for Work performed before the suspension will be determined 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 costs associated with a suspension for the State's convenience. No payment under this provision will be made to the Contractor until the Contractor submits a proper invoice.

Any notice of suspension, whether with or without cause, will be effective immediately on the Contractor's receipt of the notice. And 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 Contract, the Contractor will perform no Work without the consent of the State and will 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 Contract. 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 will not suspend the Contract for its convenience more than once during the term of this Contract, and any suspension for the State's convenience will 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 period, 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 will indemnify the State for any liability to them. Each subcontractor will hold the State harmless for any damage caused to them from a suspension or termination. They will 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 on the RFP or a subsequent notice to the Contractor as the "Work Representative." The Work Representative will review all reports made in the performance of the Work by the Contractor, will conduct all liaison with the Contractor, and will accept or reject the Deliverables. The Work Representative may assign a manager responsibilities for individual aspects of the Work to act as the Work Representative for those individual portions of the Work, if applicable and appropriate.

The Contractor's Project Manager under this Contract will be the person identified on the RFP as the "Project Manager." The Project Manager will conduct all liaison with the State under this Contract. Either party, upon written notice to the other party, may designate another representative. But the Project Manager may not be replaced without the approval of the State if s/he is identified in the RFP as a key individual on the Project.

Work Responsibilities. The State will be responsible for providing only those things expressly identified, if any, in the RFP. 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/or equipment or has voluntarily waived an inspection and will work with the equipment and/or facilities on an "as is" basis.

Normal working hours on State property is Monday through Friday (except for State holidays) from 8:00 a.m. to 5:00 p.m., Eastern Standard Time, with one hour for lunch. The Contractor must plan to work within these time constraints for any Work that will be done on State property.

If the Work, or parts of it, will be performed on the State's property, the State will provide the Contractor with reasonable access to that property.

The Contractor will provide a written report to the Work Representative at least as often as the end of every other week throughout the term of this Contract, or as otherwise provided in the RFP.

Unless otherwise provided in the RFP, the Contractor will be responsible for obtaining all official permits, approvals, and similar authorizations required by any local, state, or Federal agency for the Work.

Changes. The State may make reasonable changes, within the general scope of the Project, in any one or more of the following: (I) Project tasks or subtasks; (ii) time or place of delivery; or (iii) period of performance. The State will do so by issuing a written order under this Contract describing the nature of the change ("Change Order"). Additionally, if the State provides directions or makes requests of the Contractor without a change order, and the Contractor reasonably believes the directions or requests are outside the specifications for the Project, the Contractor will have the right to request a Change Order from the State. Scope of work changes will be managed as follows: pricing will be provided from the Contractor 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. Within five business days after receiving the Change Order, the Contractor will 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 will notify the State in writing and request an equitable adjustment in the Contractor's 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 of such 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 relevant change was specifically ordered in writing by the State 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, and the Contractor seeks an equitable adjustment in its Fee, 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 hours of labor will be broken down by employee position, and the actual hourly pay rate for each employee involved in the change must be provided. The total amount of the equitable adjustment for the Change Order will then 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 will then be set based on this amount, plus 15% to cover overhead and profit. Alternatively, if the Contractor's proposal provides for hourly rates for each position involved in the Change Order, then those rates will apply rather than the actual rates, and there will be no adjustment for benefits, taxes, overhead, or profit. This amount will be the not-to-exceed amount of the Change Order. However, 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 will be 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 anything a subcontractor will do under a Change Order.

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

Independent Status of the Contractor. The parties will be acting as independent contractors. The partners, employees, officers, and agents ("Personnel") of one party, in the performance of this Contract, will act only in the capacity of representatives of that party and not as Personnel of the other party and will not be deemed for any purpose to be Personnel of the other. Each party assumes full responsibility for the actions of its Personnel while they are performing services pursuant to this Contract and will be solely responsible for paying its Personnel (including withholding of and/or paying income taxes and social security, workers' compensation, disability benefits and the like). Neither party will commit, nor be authorized to commit, the other party in any manner. The Contractor's subcontractors will be considered the agents of the Contractor for purposes of this Contract.

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

Confidentiality. Contractor hereby agrees to current and ongoing compliance with 42 U.S.C. Sections 1320d through 1320d-8 and the implementing regulations found at 45 C.F.R. Section 164.502 (e) and Section 164.504 (e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Additional information may be found at <http://www.state.oh.us/hippa/tools/BAAT.pdf>. 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 agrees to treat such Confidential Information as secret if it is so marked, otherwise identified as such, or when, by its very nature, it deals with matters that, if generally known, would be damaging to the best interests of the public, other contractors or potential contractors with the State, or individuals or organizations about whom the State keeps information. By way of example and by no means by way of limitation, information should be treated as confidential if it includes 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 expressly excluded by Ohio law from public records disclosure requirements.

The Contractor agrees not to disclose any Confidential Information to third parties and to use it solely to do the Work. The Contractor will 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 be liable for any unintentional disclosure of Confidential Information that results despite the Contractor's exercise of at least the same degree of care as it normally takes to preserve and safeguard its own secrets, except when the Contractor's procedures are not reasonable given the nature of the Confidential Information or where the disclosure nevertheless results in liability to the State.

The Contractor will not incorporate any portion of any Confidential Information into anything, other than a Deliverable, and will have no proprietary interest in any of the Confidential Information. Furthermore, the Contractor will cause all of its employees 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) 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 will return all originals of any Confidential Information and destroy any copies it has made on termination or expiration of this Contract.

The Contractor may disclose Confidential Information to its subcontractors on a need-to-know basis, but they will be obligated to the requirements of this section.

Americans with Disabilities Act. Contractor, its officers, employees, members, and subcontractors hereby certify current and ongoing compliance with the statutes and regulations pertaining to The American's with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.

Ownership of Deliverables. All custom Work done by the Contractor and covered by this Contract shall be owned by the State, 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 will provide the State with all assistance reasonably needed to vest such rights of ownership in the State.

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; (2) unless otherwise provided in the RFP, be the work solely of the Contractor; and (3) no Deliverable will infringe on the intellectual property rights of any third party.

Additionally, with respect to the Contractor's activities under this Contract, the Contractor warrants that: (1) the Contractor has the right to enter into this Contract; (2) the Contractor has not entered into any other contracts or employment relationships that restrict the Contractor's ability to perform the

contemplated services; (3) the Contractor will observe and abide by all applicable laws and regulations, including those of the State regarding conduct on any premises under the State's control; and (4) the Contractor has good and marketable title to any goods delivered under this Contract and in which title passes to the State.

The warranty regarding material defects is a one-year warranty. All other warranties will be continuing warranties. If any portion of the Work or a Deliverable fails to comply with these warranties, and the Contractor is so notified in writing, the Contractor will correct such failure with all due speed or will refund the amount of the compensation paid for such portion of the Work or the applicable Deliverable. The Contractor will also 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 agrees to 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 will do one of the following four 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. THE CONTRACTOR ALSO MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE EXCEPT AS FOLLOWS: IF THE CONTRACTOR HAS BEEN ENGAGED UNDER THE SCOPE OF WORK IN THE RFP TO DESIGN SOMETHING TO MEET A PARTICULAR NEED FOR THE STATE, THEN THE CONTRACTOR DOES WARRANT THAT THE CONTRACTOR'S WORK WILL MEET THE STATED PURPOSE FOR THAT WORK.

Indemnity for Property Damage and Bodily Injury. The Contractor will indemnify the State for all liability and expense resulting from bodily injury to any person (including injury resulting in death) and damage to property arising out of the performance of this Contract, providing such bodily injury or property damage is due to the fault of the Contractor, its employees, agents, or subcontractors.

Limitation of Liability. The parties agree as follows:

- 1) The limitation in paragraph 3, does not apply to liability arising from third party claims or to sections in this document where the section expressly provides a right to particular damages such as indemnity.
- 2) Neither party is liable for any indirect, incidental or consequential loss or damage of any kind, 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.
- 3) The Contractor further agrees that the Contractor shall remain liable for all direct damages due to the Contractor's fault or negligence up to two (2) times the cost of the products/services or two (2) times per purchase event which ever is greater.

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 FIVE: CONSTRUCTION

Entire Document. This Contract is the entire agreement between the parties with respect to the 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 assignees of the State and the Contractor.

Amendments - Waiver. No amendment or modification of 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 construed as a waiver or relinquishment of any such term and either party may at any later time demand strict and complete performance by the other party of such a term.

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 will 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.

PART SIX: LAW & COURTS

Compliance with Law. The Contractor agrees to comply with all applicable Federal, state, and local laws in the conduct of the Work.

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

Conflicts of Interest. No Personnel of the Contractor may voluntarily acquire any personal interest that conflicts with their responsibilities under this Contract. Additionally, the Contractor will 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 will disclose to the State knowledge of any such person who acquires an incompatible or conflicting personal interest related to this Contract. The Contractor will take all legal steps to ensure that such a person does not participate in any action affecting the Work under this Contract, unless the State has determined that, in the light of the personal interest disclosed, that person's participation in any such action would not be contrary to the public interest.

Ohio Ethics and Elections Law. The Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of the Ohio ethics law, O.R.C. §102.04. The Contractor affirms that, as applicable to the Contractor, no party listed in Division (I) or (J) of Section 3517.13 of the Ohio Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees.

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.

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 4
THE SAMPLE CONTRACT**

**A CONTRACT BETWEEN
THE OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF INFORMATION TECHNOLOGY
ON BEHALF OF THE _____
AND

(CONTRACTOR)**

THIS CONTRACT, which results from CSP#0A04010, entitled DAS – IV&V Services is between the State of Ohio, through the Department of Administrative Services, Office of Information Technology, ITGD, and _____ (the "Contractor").

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 proposal, and written, authorized amendments to the contractor's proposal. It will also include any materials incorporated by reference in the above documents and any purchase orders and change orders issued under the contract. The form of the contract is this one page attachment to the RFP, which incorporates by reference all the documents identified above. The general terms and conditions for the contract are contained in another attachment to the RFP. If there are conflicting provisions between the documents that make up the contract, the order of precedence for the documents is as follows:

1. This RFP, as amended;
2. The documents and materials incorporated by reference in the RFP;
3. The contractor's proposal, as amended, clarified, and accepted by the state;
4. The documents and materials incorporated by reference in the contractor's proposal;
5. Task Order Solicitation;
6. Task Order Solicitation Proposal; and
7. Task Order Solicitation Contract.

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.

IN WITNESS WHEREOF, the parties have executed this Contract as of the dates below.

CONTRACTOR

STATE OF OHIO
OFFICE OF INFORMATION TECHNOLOGY

By: _____

By: _____

Scott Johnson

Title: _____

Title: Director of Administrative Services

Date: _____

Date: _____

DO NOT COMPLETE

**ATTACHMENT 6
POSITION REQUIREMENTS MATRIX**

For each IV&V Team Member Name – Position Title, complete each column by marking the column with an “x” that indicates meeting the requirement

IV&V Team Member Name - Position Title	Mandatory Requirements												
	1	2	3	4	1	2	3	4	5	6	7	8	9

ATTACHMENT 7
GLOSSARY OF TERMS AND DEFINITIONS

Audit Level IV&V	The Audit Level of IV&V inspects project plans, procedures and practices (development and project management) for adequacy, correctness and adherence to the industries' "best practices".
Capability Maturity Model	CMM SM (the Software Engineering Institute's Capability Maturity Model) provides the basis for assessing and improving software development practices in an organization. There are five levels of key process areas in this model. Level 1 is the initial level with processes described as unpredictable and poorly controlled. Level 2 organizations can repeat previously mastered tasks. Level 3 organizations have defined processes that are fairly well understood throughout the organization. Level 4 key process areas are managed and controlled, exercising software quality management and quantitative process management. And finally, a Level 5 organization is seen as optimizing in that it is executing continuous process improvement across the organization in terms of defect prevention, technology change management and process change management.
Full-Phase IV&V	The IV&V assessment begins no later than the analysis or requirements definition phase of a project and continues through the acceptance-testing phase. It is an ongoing process, nearly spanning the full project lifecycle. Tasks include but are not limited to inspection and analysis of project plans, procedures, practices and deliverables (project management and development) for adequacy, correctness and adherence to industry "best practices" (CMM Level 3).
Full Technical IV&V	The Full Technical IV&V (hardware and software) verifies the processes used during software development, and validates that the product meets the requirements. Tasks performed may include but are not limited to the analysis, review, and test of all project development outputs.
Large Project	A large project is defined as a single project that involved a staff level of at least five (5) individuals providing task consecutive with a project that is technical in nature.

**ATTACHMENT 8
OFFEROR MANDATORY REQUIREMENTS**

1. The Offeror must have successfully completed a minimum of three (3) IV&V assessments within the past five (5) years. Two of the three projects must be for a duration of at least six months and have included a staff of at least 4 team members involved in performing IV&V tasks. Each project reference must include the following information: System description including size and complexity, Type of IV&V performed, IV&V task performed and Summary of project results.

Company Name:	Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity in this project.		

Company Name:	Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity in this project.		

Company Name:	Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity in this project.		

**ATTACHMENT 8
OFFEROR MANDATORY REQUIREMENTS**

2. The Offeror must have successfully completed a minimum of one (1) IV&V project whose scope included meeting Federal administrative regulations.

Company Name:		Contact Name:	
Address:		Phone Number:	
Project Name:		Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity in this project.			

Company Name:		Contact Name:	
Address:		Phone Number:	
Project Name:		Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity in this project.			

Company Name:		Contact Name:	
Address:		Phone Number:	
Project Name:		Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity in this project.			

**ATTACHMENT 8
OFFEROR MANDATORY REQUIREMENTS**

3. Minimum of one (1) successful full technical IV&V assessment.

Company Name:		Contact Name:	
Address:		Phone Number:	
Project Name:		Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity in this project.			

Company Name:		Contact Name:	
Address:		Phone Number:	
Project Name:		Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity in this project.			

Company Name:		Contact Name:	
Address:		Phone Number:	
Project Name:		Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity in this project.			

**ATTACHMENT 8
OFFEROR REQUIREMENTS**

1. Minimum of thirty-six (36) months experience performing audit level IV&V inspections.

Company Name:		Contact Name:	
Address:		Phone Number:	
Project Name:		Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity in this project.			

Company Name:		Contact Name:	
Address:		Phone Number:	
Project Name:		Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity in this project.			

Company Name:		Contact Name:	
Address:		Phone Number:	
Project Name:		Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity in this project.			

**ATTACHMENT 8
OFFEROR REQUIREMENTS**

2. Minimum of thirty-six (36) months experience performing a full-phase IV&V.

Company Name:		Contact Name:	
Address:		Phone Number:	
Project Name:		Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity in this project.			

Company Name:		Contact Name:	
Address:		Phone Number:	
Project Name:		Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity in this project.			

Company Name:		Contact Name:	
Address:		Phone Number:	
Project Name:		Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity in this project.			

**ATTACHMENT 9
PROJECT MANAGER MANDATORY REQUIREMENTS**

Candidate's Name:

1. Minimum of sixty (60) months full-time experience as a Project Manager in the last ninety-six (96) months.

Company Name:	Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity in this project.		

Company Name:	Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity in this project.		

Company Name:	Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity in this project.		

**ATTACHMENT 9
PROJECT MANAGER MANDATORY REQUIREMENTS**

Candidate's Name:

2. Minimum of sixty (60) months experience as the Project Manager on one or more large IT projects.

Company Name:	Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity in this project.		

Company Name:	Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity in this project.		

Company Name:	Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity in this project.		

**ATTACHMENT 9
PROJECT MANAGER MANDATORY REQUIREMENTS**

Candidate's Name:

3. Minimum of thirty-six (36) months participating in, conducting or managing audit level IV&V inspections.

Company Name:	Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity in this project.		

Company Name:	Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity in this project.		

Company Name:	Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity in this project.		

**ATTACHMENT 9
PROJECT MANAGER MANDATORY REQUIREMENTS**

Candidate's Name:

4. Minimum of thirty-six (36) months experience managing full phase IV&V project.

Company Name:	Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity in this project.		

Company Name:	Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity in this project.		

Company Name:	Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity in this project.		

**ATTACHMENT 9
PROJECT MANAGER REQUIREMENTS**

Candidate's Name:

1. Experience as a Project Manager on IT project with a minimum of one federal, state, or local government project with at least twelve (12) months duration, where the project manager gained an understanding of how the government operates by working with specific laws, regulations and/or rules that affect that project.

Company Name:	Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity in this project.		

Company Name:	Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity in this project.		

Company Name:	Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity in this project.		

**ATTACHMENT 9
PROJECT MANAGER REQUIREMENTS**

Candidate's Name:

2. Experience using project management software (e.g. Microsoft Project) to develop and maintain a work break down schedule (WBS) on a minimum of two (2) IT projects.

Company Name:	Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity in this project.		

Company Name:	Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity in this project.		

Company Name:	Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity in this project.		

**ATTACHMENT 9
PROJECT MANAGER REQUIREMENTS**

Candidate's Name:

3. Experience as a Project Manager throughout the lifecycle of a project on at least one software development or software implementation project of at least 12 months duration.

Company Name:	Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity in this project.		

Company Name:	Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity in this project.		

Company Name:	Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity in this project.		

**ATTACHMENT 9
PROJECT MANAGER REQUIREMENTS**

Candidate's Name:

4. Project Management Professional (PMP) Certification from the Project Management Institute (PMI).
(provide a copy certification)

Organization Providing Training:
Address:
Date of Certification: Month/year

**ATTACHMENT 9
PROJECT MANAGER REQUIREMENTS**

Candidate's Name:

5. Minimum of thirty-six (36) months experience in risk assessment and mitigation strategies and techniques.

Company Name:	Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity in this project.		

Company Name:	Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity in this project.		

Company Name:	Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity in this project.		

**ATTACHMENT 9
PROJECT MANAGER REQUIREMENTS**

Candidate's Name:

6. Minimum of twelve (12) months experience on a full technical IV&V assessment project as the Project Manager.

Company Name:	Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity in this project.		

Company Name:	Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity in this project.		

Company Name:	Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity in this project.		

**ATTACHMENT 9
IV&V TEAM MEMBER MANDATORY REQUIREMENTS**

Candidate Name:	
Position Title:	Number of months experience:

1. Minimum of thirty-six (36) months experience performing the duties necessary to complete one or more portions of a full system development lifecycle.

Company Name:	Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity in this project.		

Company Name:	Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity in this project.		

Company Name:	Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity in this project.		

**ATTACHMENT 9
IV&V TEAM MEMBER MANDATORY REQUIREMENTS**

Candidate Name:	
Position Title:	Number of months experience:

2. Minimum of thirty-six (36) months experience performing an audit level IV&V inspection.

Company Name:	Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity in this project.		

Company Name:	Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity in this project.		

Company Name:	Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity in this project.		

**ATTACHMENT 9
IV&V TEAM MEMBER MANDATORY REQUIREMENTS**

Candidate Name:	
Position Title:	Number of months experience:

3. Minimum of thirty-six (36) months experience performing a full-phase IV&V project.

Company Name:	Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity in this project.		

Company Name:	Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity in this project.		

Company Name:	Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity in this project.		

**ATTACHMENT 9
IV&V TEAM MEMBER MANDATORY REQUIREMENTS**

Candidate Name:	
Position Title:	Number of months experience:

4. At least 50% of the team must meet: Minimum of thirty-six (36) months experience performing audit level IV&V inspections; Minimum of thirty-six (36) months experience performing full-phase IV&V; Minimum of one (1) successful full technical IV&V assessment.

Company Name:	Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity in this project.		

Company Name:	Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity in this project.		

Company Name:	Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity in this project.		

**ATTACHMENT 9
IV&V TEAM MEMBER REQUIREMENTS**

Candidate Name:	
Position Title:	Number of months experience:

1. Minimum of one (1) previous engagement managing a project, which required meeting Federal administrative regulations.

Company Name:	Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity in this project.		

Company Name:	Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity in this project.		

Company Name:	Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity in this project.		

**ATTACHMENT 9
IV&V TEAM MEMBER REQUIREMENTS**

Candidate Name:	
Position Title:	Number of months experience:

2. Minimum of one (1) full technical (software and hardware) IV&V review.

Company Name:	Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity in this project.		

Company Name:	Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity in this project.		

Company Name:	Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity in this project.		

**ATTACHMENT 9
IV&V TEAM MEMBER REQUIREMENTS**

Candidate Name:	
Position Title:	Number of months experience:

3. Minimum of twenty-four (24) months experience in risk assessment and migration strategies and techniques.

Company Name:	Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity in this project.		

Company Name:	Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity in this project.		

Company Name:	Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity in this project.		

**ATTACHMENT 9
IV&V TEAM MEMBER REQUIREMENTS**

Candidate Name:	
Position Title:	Number of months experience:

4. Minimum of eighty-four (84) months Mainframe experience.

Company Name:	Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity in this project.		

Company Name:	Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity in this project.		

Company Name:	Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity in this project.		

**ATTACHMENT 9
IV&V TEAM MEMBER REQUIREMENTS**

Candidate Name:	
Position Title:	Number of months experience:

5. Minimum of forty-eight (48) months experience in nTier development.

Company Name:	Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity in this project.		

Company Name:	Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity in this project.		

Company Name:	Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity in this project.		

**ATTACHMENT 9
IV&V TEAM MEMBER REQUIREMENTS
LEVEL OF EXPERTISE**

Candidate Name:	
Position Title:	Number of months experience:

6. Minimum of thirty-six (36) months database experience at both the conceptual and detail level. Including a minimum of one project in a twelve months duration.

Company Name:	Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity in this project.		

Company Name:	Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity in this project.		

Company Name:	Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity in this project.		

**ATTACHMENT 9
IV&V TEAM MEMBER REQUIREMENTS
LEVEL OF EXPERTISE**

Candidate Name:	
Position Title:	Number of months experience:

7. Minimum of eighty-four (84) months development experience in the full software development lifecycle.

Company Name:	Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity in this project.		

Company Name:	Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity in this project.		

Company Name:	Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity in this project.		

**ATTACHMENT 9
IV&V TEAM MEMBER REQUIREMENTS
LEVEL OF EXPERTISE**

Candidate Name:	
Position Title:	Number of months experience:

8. Minimum of eighty-four (84) months experience performing the duties of a system analyst.

Company Name:	Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity in this project.		

Company Name:	Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity in this project.		

Company Name:	Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity in this project.		

**ATTACHMENT 9
IV&V TEAM MEMBER REQUIREMENTS
LEVEL OF EXPERTISE**

Candidate Name:	
Position Title:	Number of months experience:

9. Minimum of sixty (60) months client/server experience.

Company Name:	Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity in this project.		

Company Name:	Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity in this project.		

Company Name:	Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity in this project.		

SUPPLEMENTAL INFORMATION HEADER

The following pages contain supplemental information for this competitive document. The supplemental information is contained between this header and a trailer page. If you receive the trailer page, all supplemental information has been received.

If you do not receive the trailer page of this supplement, use the inquiry process described in the document to notify the Procurement Representative.

Note: portions of the supplemental information provided may or may not contain page numbers. The total number of pages indicated on the cover page does not include the pages contained in this supplement.

Supplement 1

W-9 Form

Request for Taxpayer Identification Number and Certification

**Give form to the
requester. Do NOT
send to the IRS.**

Please print or type	Name (If joint names, list first and circle the name of the person or entity whose number you enter in Part I below. See instructions on page 2 if your name has changed.)	
	Business name (Sole proprietors see instructions on page 2.)	
	Please check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). For sole proprietors, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How To Get a TIN** below.

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number								
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; border: 1px solid black;"> </td> </tr> </table>								
OR								
Employer identification number								
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; border: 1px solid black;"> </td> </tr> </table>								

List account number(s) here (optional)

Part II For Payees Exempt From Backup Withholding (See Part II instructions on page 2)

Part III Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
- I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding.

Certification Instructions.—You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, the acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (Also see **Part III instructions** on page 2.)

Sign Here	Signature ▶	Date ▶
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Section references are to the Internal Revenue Code.

Purpose of Form.—A person who is required to file an information return with the IRS must get your correct TIN to report income paid to you, real estate transactions, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 to give your correct TIN to the requester (the person requesting your TIN) and, when applicable, (1) to certify the TIN you are giving is correct (or you are waiting for a number to be issued), (2) to certify you are not subject to backup withholding, or (3) to claim exemption from backup withholding if you are an exempt payee. Giving your correct TIN and making the appropriate certifications will prevent certain payments from being subject to backup withholding.

Note: If a requester gives you a form other than a W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What Is Backup Withholding?—Persons making certain payments to you must withhold and pay to the IRS 31% of such

payments under certain conditions. This is called "backup withholding." Payments that could be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, your payments will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable

interest and dividend accounts opened after 1983 only), or

- You do not certify your TIN. See the Part III instructions for exceptions.

Certain payees and payments are exempt from backup withholding and information reporting. See the Part II instructions and the separate **Instructions for the Requester of Form W-9**.

How To Get a TIN.—If you do not have a TIN, apply for one immediately. To apply, get **Form SS-5**, Application for a Social Security Number Card (for individuals), from your local office of the Social Security Administration, or **Form SS-4**, Application for Employer Identification Number (for businesses and all other entities), from your local IRS office.

If you do not have a TIN, write "Applied For" in the space for the TIN in Part I, sign and date the form, and give it to the requester. Generally, you will then have 60 days to get a TIN and give it to the requester. If the requester does not receive your TIN within 60 days, backup withholding, if applicable, will begin and continue until you furnish your TIN.

Note: Writing "Applied For" on the form means that you have already applied for a TIN **OR** that you intend to apply for one soon.

As soon as you receive your TIN, complete another Form W-9, include your TIN, sign and date the form, and give it to the requester.

Penalties

Failure To Furnish TIN.—If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil Penalty for False Information With Respect to Withholding.—If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal Penalty for Falsifying Information.—Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs.—If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name.—If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage, without informing the Social Security Administration of the name change, please enter your first name, the last name shown on your social security card, and your new last name.

Sole Proprietor.—You must enter your individual name. (Enter either your SSN or EIN in Part I.) You may also enter your business name or "doing business as" name on the business name line. Enter your name as shown on your social security card and business name as it was used to apply for your EIN on Form SS-4.

Part I—Taxpayer Identification Number (TIN)

You must enter your TIN in the appropriate box. If you are a sole proprietor, you may enter your SSN or EIN. Also see the chart on this page for further clarification of name and TIN combinations. If you do not have a TIN, follow the instructions under **How To Get a TIN** on page 1.

Part II—For Payees Exempt From Backup Withholding

Individuals (including sole proprietors) are **not** exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For a complete list of exempt payees, see the separate Instructions for the Requester of Form W-9.

If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding. Enter your correct TIN in Part I, write "Exempt" in Part II, and sign and date the form. If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester a completed **Form W-8**, Certificate of Foreign Status.

Part III—Certification

For a joint account, only the person whose TIN is shown in Part I should sign.

1. Interest, Dividend, and Barter Exchange Accounts Opened Before 1984 and Broker Accounts Considered Active During 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, Dividend, Broker, and Barter Exchange Accounts Opened After 1983 and Broker Accounts Considered Inactive During 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real Estate Transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other Payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified of an incorrect TIN. Other payments include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services, payments to a nonemployee for services (including attorney and accounting fees), and payments to certain fishing boat crew members.

5. Mortgage Interest Paid by You, Acquisition or Abandonment of Secured Property, Cancellation of Debt, or IRA Contributions. You must give your correct TIN, but you do not have to sign the certification.

Privacy Act Notice

Section 6109 requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. You must provide your

TIN whether or not you are required to file a tax return. Payers must generally withhold 31% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name, but you may also enter your business or "doing business as" name. You may use either your SSN or EIN.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Supplement 2

Draft Task Order

JFS – SACWIS IV&V

DRAFT SACWIS IV&V Task Order Solicitation

1.0 Introduction

This IV&V Task Order Solicitation issued under RFP #0A04010 is for a pre-qualified contractor to provide Independent Verification and Validation (IV&V) services (the Work) to perform a full-phase IV&V assessment of the Statewide Automated Child Welfare System (SACWIS) project on behalf of the Ohio Department of Job and Family Services (ODJFS). If a suitable offer is made in response to this IV&V Task Order Solicitation, the state of Ohio (State), through the Office of Information Technology, may enter into a task order contract (the Contract) to have the selected Offeror (the IV&V Contractor) provide all or parts of the Work. This Task Order Solicitation provides the details on what is required to submit a task order proposal (the Proposal) for the Work, how the State will evaluate the Proposals, and what will be required of the Contractor in performing the Work.

1.1 Objectives

The State wishes to engage the services of a contractor IV&V team including a Project Manager to provide full-phase IV&V services for the SACWIS project.

The objectives of the full-phase IV&V processes are to provide an objective assessment of project products and processes throughout the software development life cycle (SDLC) of SACWIS. The objectives of the IV&V are to:

- Facilitate early detection and correction of software errors,
- Enhance management insight into process and product risk, and
- Support the SDLC processes to ensure compliance with project performance, schedule, and budget requirements.

The verification portion of the IV&V assessment provides the evidence that the system/software

- Complies with the requirements for all activities during the SDLC process,
- Satisfies accepted standards, practices and conventions during the SDLC process, and
- Establishes a basis for determining the completion of each SDLC activity and initiation of other SDLC activities.

The validation portion of the IV&V assessment provides the supporting evidence that the system/software provides the appropriate solution.

This full-phase IV&V will inspect and assess the primary SDLC processes, including Quality Management (Quality Assurance and Quality Control). The IV&V for this reason will be conducted in parallel with the SDLC processes so that the objectives of IV&V can be realized and applied to the SDLC.

2.0 Scope of Work

The successful IV&V Contractor team will provide IV&V assessment services for the SACWIS project through implementation. In addition, the activities described in following sections will be completed.

2.1 Kick-off meeting

Upon receipt of a valid purchase order, the State and the IV&V Contractor will hold a planning meeting to discuss, plan and schedule the IV&V project kick off meeting. The purpose of the kick-off meeting is to establish the working relationship between the IV&V Contractor and the

DRAFT SACWIS IV&V Task Order Solicitation

State to initiate the IV&V process. In addition, the State will provide the IV&V Contractor with all the background information and materials relevant to the SACWIS project. The State will also update the IV&V Contractor with the current status of the project including any current issues and risks. The meeting will also attempt to answer and clarify questions the IV&V Contractor may have. The State will provide direction for the IV&V Contractor to begin its review tasks, including any additional detail for the tasks and the timetable for the completion of those tasks. The information gathered in this meeting will assist the IV&V Contractor in preparing its detail IV&V project plan.

2.2 Interviews

In order to facilitate a better understanding of SACWIS, and the ODJFS business areas, the IV&V Contractor will conduct interviews with management of various ODJFS organizations.

The interviews will be summarized in an analysis document and submitted to the ODJFS SACWIS Project Manager as one deliverable when initial interviews (described in the table below) have been completed.

ODJFS Organization Interviewed	Desired Outcome
ODJFS policy management (Office for Children and Families - OCF) and MIS project management	Develop a complete understanding of the SACWIS RFP, the SACWIS contract/proposal, and the expected SACWIS deliverables. Understand the high level features of SACWIS and determine the expectations about the format and traceability of the software requirements.
ODJFS MIS project management	Understand the internal MIS structure and areas of responsibility.
Persons responsible for the approval of each SACWIS deliverable and IV&V deliverable (e.g., Deputy Director for OCF, Deputy Director for MIS).	Determine the quality attributes and content expected of each IV&V deliverable for acceptance.
SACWIS Contractor Project Management Team	Determine the plans, process, and practices that it has proposed to utilize on the SACWIS project and understand the technical architecture of the proposed SACWIS system.
ODJFS MIS technical management within the Bureau of Information Systems Support (BISS), the Bureau of Network Support (BNS), and the Bureau of Strategic Systems Development (BSSD).	Determine the expectations about the configuration and quality of the implementation and deployment views of the SACWIS architecture.
ODJFS MIS Bureau of Standards and Configuration Management (BSCM) and ODJFS MIS project management	Understand the ODJFS standards that must be enforced on the SACWIS project. BSCM will also be interviewed to gain an understanding of the quality standards for the configuration management activities of the SACWIS project.

2.3 IV&V Assessments

The IV&V Contractor will perform one (1) IV&V assessment on each SACWIS project deliverable identified on the SACWIS deliverable list contained in section 2.10, SACWIS

DRAFT SACWIS IV&V Task Order Solicitation

Project Deliverables, Cost Summary Attachment and Resource Assignments & Task Estimates Attachment. In the event that defects and recommendations for improvement are identified over the course of this assessment, the state may desire the IV&V Contractor to perform a follow-up IV&V assessment on the same deliverable. The same review process that is described in section 2.11.2, Initial & Follow-up Deliverable Review & Acceptance, will be used for each review.

2.4 Consultation

The IV&V Contractor will:

- Consult with the ODJFS policy management and ODJFS SACWIS project management to communicate its IV&V findings.
- Present its assessment of which of the findings present SACWIS project risks and make recommendations as to which of these should become issues. This is to be documented during the preparation of each IV&V assessment report, and must be completed within six (6) business days. A full description of the assessment review process is defined in section 2.11.2, Deliverable Review and Acceptance.
- Consult with the ODJFS SACWIS Project Management to explain the rationale for its findings and,
- Make recommendations to the ODJFS SACWIS Project Management for making changes or corrections to project deliverables or practices.
- Consult with BISS and BNS MIS technical management to communicate its recommendations regarding the configuration and quality of the implementation and deployment of the SACWIS architecture.

2.5 SACWIS Development Process

The successful Contractor will provide IV&V services to verify and validate the actual practices of the SACWIS project team to determine whether they conform to the expectations set in the project plans contained in the SACWIS project proposal. In addition, the IV&V Contractor will assess how well the proposed plans, processes and practices for the entire SACWIS project SDLC conform to the general IT industry best practices, and make recommendations for improvements for the defects identified.

The SACWIS Contractor will employ the Rational Unified Process (RUP) framework. The IV&V Contractor should analyze how well the actual practices of the SACWIS project conform to the standards of the process framework.

A description of the SACWIS project can be found in Attachment **XX**.

2.6 Risk Management

The successful Contractor will provide IV&V services to verify and validate the risk management practices utilized for the SACWIS project and make recommendations for improvements for the defects identified. The risk V&V will concentrate on the areas of risk discovery, exposure analysis, contingency planning, mitigation, and ongoing transition monitoring.

2.7 System Performance

The successful Contractor will provide IV&V services to verify and validate the process used for the capacity analysis of the ODJFS platform environment by the SACWIS Contractor. The purpose of this review is to identify any areas of concern that might have been overlooked and to make sure that all performance risks have been identified. The IV&V Contractor is expected to

DRAFT SACWIS IV&V Task Order Solicitation

possess in-depth knowledge of the proposed architecture (J2EE) for SACWIS. The IV&V Contractor is expected to possess a thorough understanding of the technical capabilities and limitations of the existing ODJFS infrastructure.

The ODJFS SACWIS Team and the SACWIS Contractor will define the performance metrics for the SACWIS system. The IV&V Contractor will verify and validate the process and steps by which these metrics were determined and how well they match system performance during the system test of the SACWIS application. This assessment includes the following areas:

- Telecommunication networks,
- Databases,
- Application and web servers,
- Other hardware, and
- Application software.

The IV&V Contractor will assess and make recommendations regarding:

- The types of performance metrics that are planned for measurement during system test and make recommendations about them.
- The summaries of these metrics looking especially for usability, reliability, and correctness
- Application and technical architecture changes made to improve performance during system test. The ODJFS SACWIS Team and the SACWIS Contractor will develop the test plans including test cases, test scripts, test scenarios and test results for the SACWIS system. The IV&V Contractor will assess these plans, test cases, test scripts and test results and will make recommendations concerning User Acceptance Testing (UAT). These recommendations will aid ODJFS to test and monitor the performance attributes for the SACWIS system. The IV&V Contractor will assess test plans, testing processes, and test results.
- The processes, developed by the ODJFS and SACWIS Teams, used for monitoring and measuring performance during the pilot and statewide implementation of SACWIS. The IV&V Contractor will also assess whether or not the performance-monitoring schema has an adverse effect on performance.
- The delivered application and technical architecture. If the system does not perform acceptably during testing, the IV&V Contractor will make recommendations to improve performance during testing.

2.8 Code Inspections and Walkthroughs

The IV&V contractor will function as moderator for software code walkthroughs and perform inspections at key points during development as part of the review of the code as a deliverable. These walkthroughs and inspections will be based around major releases and specific modules. SACWIS has defined eight (8) software modules or releases. The state expects the IV&V Contractor to moderate and perform one (1) code walkthrough and inspection (respectively) for each module for a total of eight (8) walkthroughs and inspections. On the Cost Summary form described in section 4.2.4 and found as Attachment **XX**, the Offeror must provide the cost for the Initial Code Walkthrough and Inspection for each of the eight (8) modules. Any additional Code Walkthroughs and Inspections will be added to the Scope of Work using the Change Order Request process described in the IV&V RFP. The content and format of the Code Walkthrough and Inspection reports will be the result of mutual agreement between the state and the IV&V Contractor.

2.9 Expected duration

The start date of the Contract shall be immediate upon award of this task order and issuance of a valid purchase order. The Contract will remain in effect throughout the SACWIS project. The scheduled end date of the SACWIS project is June 30, 2008.

2.9.1 Hours of work

The normal work hours on the project are weekdays from 8:00 AM to 5:00 PM, excluding state holidays. The IV&V contractor should anticipate that the review of some deliverables will require work in addition to the normal work hours.

2.10 SACWIS Project Deliverables

The IV&V Contractor team will inspect, assess and make recommendations concerning the planned deliverables completed by the SACWIS development team.

The IV&V assessment of each SACWIS deliverable is the primary activity within this IV&V Task Order. The IV&V Contractor will assess each deliverable to measure its completeness, correctness and consistency with requirements, reliability, usability (unambiguity and understandability), and supportability (testability and maintainability). These general criteria will be employed when reviewing any SACWIS deliverable document. Additional criteria specific to the deliverable and the current phase of the lifecycle will also be used for review. Because of its critical nature, the IV&V Contractor will give special attention to the Software Architecture deliverable produced during the System Analysis and Design activities. This deliverable may found within the System Design Specification document.

In addition, the IV&V Contractor will assess the following SACWIS deliverables:

- Project planning activities, methodologies and their execution;
- Assess the quality of the design and implementation for SACWIS; and
- Assess the quality and compliance of the SACWIS deliverables.

The IV&V contractor will inspect, assess, and make recommendations to the State for developing and implementing the following SACWIS project monitoring procedures:

- Project schedule monitors;
- Project scope monitors; and
- Project expenditure monitors.

DRAFT SACWIS IV&V Task Order Solicitation

The SACWIS deliverables are listed in the following table along with the expected frequency of review by the IV&V Contractor.

Deliverable	SACWIS Task
Deliverables Assessed Quarterly	
Weekly status reports	Project Management
Project Schedule	Project Management
Project Work Plan	Project Management
Risk Management Plan	Project Management
Deliverables Assessed Semi-Annually	
Risk List	Project Management
Project Issues List	Project Management
Weekly Status Reports	Project Management
Monthly status reports	Project Management
Ohio SACWIS Partnership Forum documents	Change Management
Deliverables Assessed as Produced per SACWIS Project Schedule	
Documentation standards	Project Management
SACWIS transfer system demo	Project Management
SACWIS APD updates	Project Management
Requirements management plan	Project Management
Change Management Plan	Change Management
Organizational Assessments	Change Management
Change Management Training Plan	Change Management
Ohio SACWIS Vision Document	System Analysis And Design
System Requirements Specification Document	System Analysis And Design
Capacity Analysis Document	System Analysis And Design
Functional Specification Document	System Analysis And Design
System Design Specification Document	System Analysis And Design
Software Architecture Document	System Analysis And Design
Conversion plan	Conversion
Conversion requirements document	Conversion
Conversion specification document	Conversion
Conversion software	Conversion
Conversion software documentation	Conversion
Conversion software unit test results	Conversion
Conversion test plans	Conversion
Conversion test results	Conversion
Actual conversion results	Conversion
Software for manual data entry	Conversion
Development Standards	System Development
Unit test plans	System Development
Unit test cases	System Development

DRAFT SACWIS IV&V Task Order Solicitation

Deliverable	SACWIS Task
Deliverables Assessed as Produced per SACWIS Project Schedule (cont)	
Unit test scenarios	System Development
Test Results Documentation	System Development
System testing readiness certification	System Development
User documentation	System Development
Operations documentation	System Development
System documentation	System Development
Application source code	System Development
Application binary executables	System Development
Automated build programs	System Development
Installation programs	System Development
Unit test results	System Development
SACWIS Code Modules (8)	System Development
System test plan	System Testing
System test cases	System Testing
System test scenarios	System Testing
System test results	System Testing
UAT readiness certification	User Acceptance Testing (UAT)
UAT plan	User Acceptance Testing (UAT)
UAT test cases	User Acceptance Testing (UAT)
UAT test scenarios	User Acceptance Testing (UAT)
UAT completion certification	User Acceptance Testing (UAT)
UAT test results	User Acceptance Testing (UAT)
Updated Training Plan	Training
Training Materials	Training
User Manuals	Training
Feedback survey Instrument(s)	Training
Feedback Analysis Report	Training
Training database	Training
Post training practice database	Training
Training completion certifications	Training
Pilot Implementation Plan	Pilot Implementation
Pilot Implementation Certification Letter	Pilot Implementation
Pilot Discrepancies report	Pilot Implementation
Pilot activities Check List	Pilot Implementation
Capacity Simulation and Benchmark Report	Pilot Implementation
System Tuning Results Document	Pilot Implementation
Statewide Implementation Certification Letter	Pilot Implementation
Performance Benchmark summary	Pilot Implementation
Statewide Implementation Plan	Statewide Implementation
Site Implementation Certification Letters	Statewide Implementation
Help Desk Procedure Manual	Statewide Implementation
Implementation Report	Statewide Implementation
Deliverables Assessed as Produced per SACWIS Project Schedule (cont)	

DRAFT SACWIS IV&V Task Order Solicitation

Deliverable	SACWIS Task
System documentation	Support Federal Approval
Deficiency resolution plan	Support Federal Approval
Final System Turnover Plan	Mandatory Post Implementation Support
System documentation	Mandatory Post Implementation Support
SACWIS turnover results report	Mandatory Post Implementation Support

2.11 IV&V Project Deliverables

The IV&V Contractor must perform its tasks and produce the required IV&V assessment reports and Code Walkthrough and Inspection reports by the due dates presented in the IV&V Plan and Project Schedule for the IV&V of the Ohio SACWIS Project.

2.11.1 Additional Project Deliverables

In addition to the assessment reports described in section 2.8, the IV&V Contractor will also produce the deliverables in the following table. Please note that not all of the items listed are deliverables for which payment is assigned (e.g., status reports, issues logs, IV&V plan, project management products):

IV&V Deliverable	Description	Due date	Paid Deliverable
Detailed Independent Verification and Validation project plan	This document explains the execution and control of the project. The IV&V Contractor will document planning assumptions and decisions, facilitates communication among stakeholders and will document the approved scope cost and schedule baselines. In addition, the IV&V Contractor will explain how product, artifact and process quality are to be assured.	High-level plan will be part of the Offeror's TO Proposal. A detailed project plan will be completed within two weeks of project kick-off and will be updated quarterly (see section 4.0).	No
Interview Analysis	The interviews conducted (as described in section 2.2) will be summarized in an analysis document and submitted to the ODJFS SACWIS Project Manager when completed.	Submitted as one document when interviews are completed.	Yes
Status Reports	Summarizes IV&V activities for the week, includes activity detail as an attachment.	Weekly	No
Issues Log (IV&V Project)	Identifies quality issues	Bi-monthly	No

While the state has defined a minimum set of deliverables in this task order, the IV&V Contractor may define additional deliverables it deems necessary based on its proposed IV&V Methodology. The state will decide during the evaluation phase and the negotiation to accept or reject the additional deliverables proposed. Additional deliverables proposed by the Contractor after the award of the contract will be subject to the state's change request process defined in the IV&V RFP.

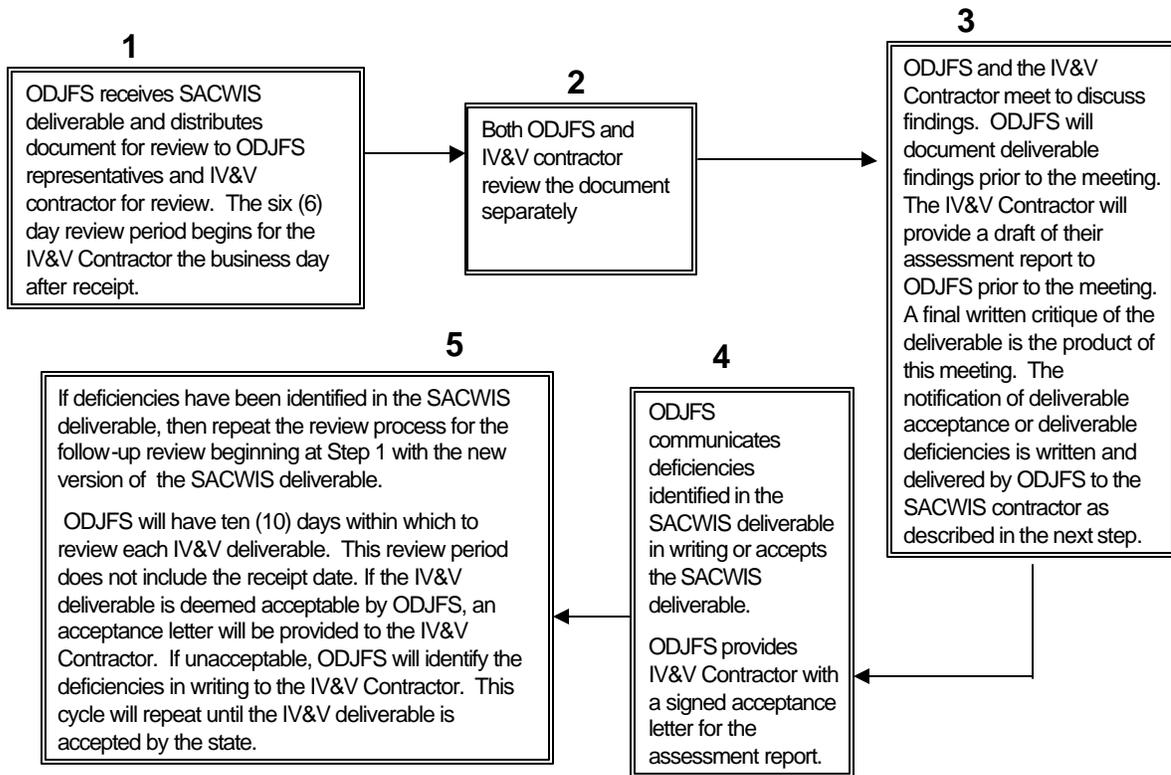
DRAFT SACWIS IV&V Task Order Solicitation

All deliverables and documents produced must be updated throughout the duration of the contract to reflect any changes in the system baseline definition. These document updates will take the form of a new report issuance containing the appropriate version control numbers.

2.11.2 Initial & Follow-up Deliverable Review & Acceptance

The IV&V Contractor will perform one (1) IV&V assessment on each SACWIS project deliverable identified on the SACWIS deliverable list contained in this document. In the event that defects and recommendations for improvement are identified in this assessment, the state may desire the IV&V Contractor to perform a follow-up IV&V assessment on the same deliverable. The same review process that is described below will be used for each review.

Review & Assessment Process for SACWIS Deliverables. As the SACWIS Contractor provides deliverables to the State, the IV&V Contractor must review the materials or documents within six (6) state business days after the receipt date. The receipt date is not counted as one (1) of the six (6) state business days. The IV&V Contractor will provide comments, questions, and other feedback to the State Senior Project Management Team in written format, outlining the reasons for its determination.



The IV&V Contractor will produce each IV&V deliverable report in written form. The IV&V Contractor will submit an original and five paper copies, where applicable, of each deliverable and an electronic copy to the ODJFS SACWIS Project Management and the EPMO Project

DRAFT SACWIS IV&V Task Order Solicitation

Manager (see section 2.11, Enterprise Project Management Office) simultaneously. The current standard used for documents is Microsoft Word 2002. The electronic copies may be provided as e-mail attachments. Deliverables must be submitted along with a submittal letter. Two signed copies of a submittal letter must accompany each deliverable.

Both ODJFS representatives and the IV&V Contractor will review SACWIS project deliverables submitted by the SACWIS Contractor. At the end of six (6) business days, both parties will meet to discuss their findings. The receipt date is not counted as one (1) of the six (6) state business days. The IV&V Contractor will provide comments, questions, and other feedback to the ODJFS SACWIS Project Management Team in the form of a written report submitted to ODJFS SACWIS Project Management prior to the meeting that will be discussed in the meeting.

In addition to the written reports, the IV&V Contractor should be prepared to present its findings in a summarized verbal format to the ODJFS Senior Management when requested. These presentations to the ODJFS MIS and OCF senior management may include discussion of the IV&V Contractor's evaluation of risks to the SACWIS project.

Review & Assessment Process for IV&V Deliverables. The State must review the IV&V deliverable reports within ten (10) state business days after the receipt date. The receipt date is not counted as one (1) of the ten (10) state business days. No later than the end of this period, the state must either accept the IV&V deliverable in writing through an acceptance letter, or identify the deficiencies found in writing. The IV&V Contractor will have ten (10) days in which to correct the deficiencies and resubmit the deliverable for review. This cycle will continue until the deliverable is deemed acceptable by the State.

2.12 Enterprise Project Management Office

The Office of Information Technology, Enterprise Project Management Office (EPMO) provides oversight to selected state agency projects. For the duration of this Contract, the IV&V Contractor will provide

- Status reports and deliverable assessment reports to the EPMO and ODJFS SACWIS Project Management simultaneously.
- Copies of invoices with accompanying documentation (signed deliverable report acceptance letters, signed timesheets) will also be provided to the EPMO Project Manager.

The EPMO Project Manager assigned to this project will be identified upon contract award.

2.13 Configuration Management

The IV&V Contractor will be required to keep all of its IV&V artifacts in the standard version control or configuration management tool utilized by the SACWIS project. At a minimum, each IV&V artifact must be checked into the repository at the time of delivery.

2.14 IV&V Project Roles & Responsibilities

The roles of the IV&V Project Manager and ODJFS SACWIS Project Management Team are described below:

The IV&V Contractor Project Manager will:

- Be responsible for delegating and managing the activities within the IV&V project team and across the project (integration and resource management).

DRAFT SACWIS IV&V Task Order Solicitation

- Utilize the project management areas of knowledge¹ as necessary.
- Present the weekly status information to the ODJFS SACWIS Project Management Team and the EPMO Project Manager.
- Manage & report on project issues, including maintaining the Issues Log.
- Manage & report all risks identified that pertain to the IV&V Project, maintaining the Risk Log of risk events identified that also pertain to the IV&V Project and work with the ODJFS SACWIS Project Manager and, if required, the EPMO Project Manager to develop mitigation strategies and/or corrective actions.

The ODJFS SACWIS Project Management Team (MIS and Business) will:

- Participate in the review of project deliverables,
- Sign the Acceptance Letter for the final deliverable.
- Sign the Response Letter for the draft deliverable.
- Distribute copies of deliverables for review to appropriate ODJFS stakeholders for their participation,
- Coordinate interviews between the IV&V Contractor and SACWIS project representatives pertinent to the SACWIS IV&V assessment.

2.15 Status Reporting

The IV&V Contractor will submit weekly status reports to the ODJFS SACWIS Project Management and the assigned EPMO Project Manager.

3.0 Facilities

3.1 Location

The project team is located at the Primary Project Site at the Columbus International AirCenter, 4200 E. Fifth Avenue in Columbus, Ohio. Two (2) spaces will be provided at this location for the IV&V Contractor staff. Some of the staff of the SACWIS Contractor will be located at the Primary Project Site. This will include the SACWIS Contractor project manager and eleven of the lead positions for the SACWIS Contractor.

The SACWIS Contractor must assemble and provide additional workspace at a secondary site for contractor project staff that will not be located at the Primary Project Site in the Columbus, Ohio area, within the proximity of the outer belt of Columbus, Ohio (Interstate 270), for the duration of the contract, if necessary. Some IV&V activities (interviews, meetings, etc) will need to be conducted at this secondary site.

3.2 Equipment / software provided by state

The State will provide and administer:

- The SACWIS project management repository; and
- The SACWIS requirements management repository database.

The State will also provide:

- Access to state staff that has been involved with the SACWIS project;
- Copies of all hardcopy and softcopy documentation related to the SACWIS project; including those deliverables created by the SACWIS Contractor;

¹ The Project Management Knowledge Areas as defined in the Project Management Body of Knowledge (PMBOK[®]) published by the Project Management Institute.

DRAFT SACWIS IV&V Task Order Solicitation

- Documentation of existing standards and processes utilized and enforced by ODJFS MIS;
- Support all server hardware and software necessary for repositories of project metadata (project planning data, requirements data, design tool data, configuration items, etc);
- Security access to the Primary Project Site as well as security for the ODJFS data network, including the proper security levels to connect to project metadata repositories. The state will also provide the necessary security access to the SACWIS development and test databases;
- The necessary client hardware (PCs, cables, networked printers) and software licenses for the IV&V Contractor team located at the Primary Project site. This will also include any necessary office automation software and standard groupware tools as well as the client software required to access the project metadata repositories. State staff will acquire, install, upgrade, and support all hardware and software necessary for the IV&V Contractor team member workspaces;
- On request, incidental office supplies necessary for IV&V activities;

3.3 What is provided by IV&V Contractor

The IV&V Contractor will provide a list of additional materials required in its response to this task order. After the acceptance of the response to the task order, all materials listed and accepted by the state will be invoiced to the state in the manner prescribed in the IV&V Services RFP.

3.4 Invoices

In addition to the invoice requirements specified in the IV&V RFP, the IV&V Contractor must provide a copy of all IV&V Deliverable Acceptance letters signed by ODJFS with each invoice submitted.

Bill to Address.

The Contractor must submit invoices in quadruplicate (1 original and 3 copies):

Ohio Department of Job and Family Services
Office of Fiscal Services
Bureau of Accounting
30 East Broad Street, 30th Floor
Columbus, Ohio 43215.

Contractor's federal tax identification number and purchase order number must appear on all statements, acceptance letters and time sheets. The provisions of Ohio Revised Code, Section 126.30 will also apply to any Contract between the parties.

4.0 Proposal Requirements

The proposal will contain the following:

- Cover Letter
- Personnel Profile
- Payment Address
- Statement of understanding of the scope of work and associated activities.
- Description of the methodology used for performing the IV&V.
- Project Plan
- Cost Summary

4.1 Cover Letter

The cover letter must be in the form of a standard business letter and must be signed by an individual authorized to legally bind the Offeror. The cover letter will provide an executive summary of the solution the Offeror plans to provide. The letter must also have the following:

- a. A list of the people who prepared the Proposal, including their titles;
- b. The name, phone number and fax number of a contact person who has authority to answer questions regarding the Proposal;
- c. A list of all subcontractors, if any, that the Offeror will use in providing any of the personnel named in the proposal to do the work;
- d. A statement that the Offeror's proposal meets all the requirements of this RFP;

4.2 Project Approach

The Offeror must fully describe its approach, methods and specific work steps for doing the work on this contract and providing the services. Included in this description is the methodology to be used to successfully complete this IV&V project. In addition the Offeror must address the following:

1. The priority of this project in relation to other Offeror current projects and proposals being submitted;
2. The priority of this type of work within the overall corporate structure in terms of resource support, oversight, control, and organizational reporting;
3. The depth of personnel available to the Offeror to perform the IV&V Project, as well as concurrent Offeror projects;
4. Current assignments and time commitment for all staff proposed on this Contract;
5. Commitment not to divert Contractor staff to other projects;
6. If the Offeror proposes to use a subcontractor or several subcontractors to complete this effort, the Offeror will describe his or her approach to effectively managing the subcontractor(s); and
7. Current contractual obligations, which might influence the ability of the Offeror or its personnel to perform the conditions of the RFP.

The Offeror must also provide a complete and detailed description of the way it will manage the Contract that addresses the areas of concern identified below:

1. Client relationship management;
2. Offeror's approach to Project Management, to include management tools used to facilitate timely delivery of services and financial accountability;

DRAFT SACWIS IV&V Task Order Solicitation

3. Offeror's internal processes and procedures to interview and select candidates to ensure the hiring of quality staff;
4. Offeror's approach to career development for staff to ensure staff stay abreast of current and emerging technologies and possess the related skills;
5. The methodologies, processes, and procedures the Offeror's proposed organization(s) approach will use to develop the IV&V Task Order's deliverables;
6. The milestone review processes (e.g., critical design review), and describe how communication and status review will be conducted between all parties.

4.2.1 Project Plan

The Contractor will develop and maintain a project plan for this project. This document will explain the planning, execution and control of the project. The IV&V Contractor will document planning assumptions and decisions, and will document the approved scope of work, as well as the cost and schedule baselines. In addition, the IV&V Contractor will explain how the quality of IV&V products are to be assured. This plan will include, but not be limited to the following components:

1. Scope of work that includes the IV&V Contractor's understanding of the:
 - a. Project Objectives,
 - b. Project assumptions and constraints,
 - c. Project deliverables,
 - d. Expected project duration,
 - e. Resource requirements, and
 - f. Project roles and responsibilities.
2. Communications plan
3. Risk management plan (include issues management)
4. Quality management plan
5. Change management plan
6. Resource management plan
7. Proposed project schedule, using MS Project
8. A description of the IV&V Methodology
9. A description of the Project Management Methodology
10. A description of the methodology used to conduct Code Walkthroughs and Inspections

4.2.2 Resource Plan

The Offeror must provide a description of how the resources proposed will be utilized on the IV&V Task Order project in its project plan. The Offeror will use Attachment **XX** for this purpose. Do **NOT** reformat this form. This information will include the following:

- The deliverable assigned;
- The team member(s) assigned;
- The estimated total hours to complete the Initial IV&V assessment; and
- The estimated total hours to complete a Follow-up IV&V assessment for each deliverable;
- The estimated total hours to complete the Initial Code Walkthrough and Inspection for each SACWIS software module; and,
- The estimated hours to complete each of the optional 1st and 2nd Code Walkthroughs and Assessments.

DRAFT SACWIS IV&V Task Order Solicitation

The Offeror must supply corresponding rates for the categories of positions proposed as part of the Cost Summary form found on Attachment **XX**. See section 4.2.4, Cost Summary for more detail.

4.2.3 Roles & Responsibilities

The Offeror's Task Order Proposal must contain a section that describes the roles and responsibilities for the project team and known stakeholders.

4.2.4 Cost Summary

This Task Order Solicitation includes a Cost Summary Form provided as Attachment **XX**. Offerors may NOT reformat this form. 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.

The Offeror must provide fixed fees for completing the tasks described in this IV&V Task Order Solicitation, and the total must be represented as the not-to-exceed fixed price. For each SACWIS deliverable listed on the Cost Summary form, the Offeror must indicate a cost for the Initial IV&V assessment process and the Follow-Up assessment process.

The Offer must also indicate a cost for the Code Walkthroughs and Inspections for each of the eight (8) SACWIS code modules. The subtotal not-to-exceed cost for this activity must be represented in the total-not-to-exceed fixed price.

As part of the Offeror's Proposal, for this IV&V Task Order Solicitation, the Offeror must submit prices for the personnel listed in the Scope of Work section of their proposal, in the form of HOURLY rates. These rates must include all travel and other business expenses that would be required for the Offeror to complete the work on the project.

Project Resource Rates. The Offeror must supply corresponding rates for the categories of positions proposed as part of the Cost Summary form found on Attachment **XX**. **These rates cannot exceed the rates proposed by the Offeror in the IV&V RFP.**

DRAFT SACWIS IV&V Task Order Solicitation

4.3 Candidate Team Requirements

	Project Manager Requirements	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
1.	Managed at least one (1) IT IV&V project of similar size and complexity to SACWIS, in which an IV&V plan was developed and maintained.	9	0	6	7	9
2.	Minimum experience in at least one (1) IT project of similar size and complexity to SACWIS where a PMBOK compliant project management methodology was utilized.	9	0	6	7	9

	IV&V Team Requirements For Each Team Member	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
	Each team member must meet <u>all</u> of the requirements listed in this section.					
1.	Participated in at least one (1) IV&V project as an IV&V team member.	9	0	6	7	9
2.	Each member has utilized a project management tool (e.g. MS Project) for planning & tracking projects	7	0	6	7	9
3.	Each member has utilized a configuration management tool (e.g. PVCS Version Manager, Rational Clear Case, MS SourceSafe) for controlling changes to project artifacts (e.g. documents, diagrams, software code).	5	0	6	7	9

	IV&V Team Members Requirements	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
	Each team member must meet at least two (2) of the team requirements listed in this section.					
1.	Minimum experience of at least two (2) IT projects where the candidate produced written reports, white papers, technical documentation and/or user manuals.	5	0	6	7	9
2.	Minimum of at least six (6) months experience with Health and Human Services projects implemented at any level (federal, state, local). Child Welfare or SACWIS specific experience is preferred.	5	0	6	7	9
3.	Minimum experience of at least one (1) IT project involving the federal assessment review process.	9	0	6	7	9

DRAFT SACWIS IV&V Task Order Solicitation

	IV&V Team Members Requirements	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
	Each team member must meet at least two (2) of the team requirements listed in this section.					
4.	Minimum experience of at least one (1) IT project where a standard software development process was utilized.	7	0	6	7	9
5.	Minimum experience of at least one (1) IT project of similar size and complexity to SACWIS where a standard software development process was utilized.	9	0	6	7	9
6.	Minimum experience of at least one (1) IT project of similar size and complexity to SACWIS where the candidate facilitated sessions (e.g., JAD sessions, requirements gathering sessions).	7	0	6	7	9
7.	Minimum experience of at least one (1) IT IV&V project where candidate developed & proposed standards.	9	0	6	7	9
8.	Minimum experience of at least one (1) IT project, evaluating process maturity at a software development organization in accordance with guidelines provided by the Software Engineering Institute for the Capability Maturity Model (CMM-SW).	9	0	6	7	9
9.	Minimum experience of at least one (1) IT project providing CM infrastructure. Areas of expertise should include: <ul style="list-style-type: none"> • Server configuration validation • End-user workstation configuration validation • Code base versioning verification • Deployed code verification 	7	0	6	7	9
10.	Minimum experience of one (1) IT project that utilized processes and techniques at the maturity level (SEI CMM Level 3) proposed for the SACWIS project.	7	0	6	7	9
11.	Minimum experience of at least one (1) IT project that utilized the same or similar requirements management methodology proposed for SACWIS.	5	0	6	7	9
12.	Minimum experience of at least one (1) IT project in which requirements management techniques were used. This should also include: <ul style="list-style-type: none"> • Requirements traceability analysis, and • Business rules verification. 	7	0	6	7	9
13.	Minimum experience of at least one (1) completed IT project performing the design, test and implementation of the software architecture.	7	0	6	7	9
14.	Minimum experience of at least one (1) IT project of similar size and complexity to SACWIS where the candidate functioned as the project lead for developing and implementing the software architecture.	7	0	6	7	9

DRAFT SACWIS IV&V Task Order Solicitation

	IV&V Team Members Requirements	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
	Each team member must meet at least two (2) of the team requirements listed in this section.					
15.	Minimum experience of at least one (1) IT project that utilizes the same software architecture as proposed for SACWIS (J2EE).	7	0	6	7	9
16.	Minimum experience of at least one (1) IT project of similar size and complexity to SACWIS where the candidate performed activities across the entire SDLC. These activities should include activities within the following areas: <ul style="list-style-type: none"> • Planning, • Analysis, • Design, • Construction, • Test, • Implementation, and • Performance testing. 	9	0	6	7	9
17.	Minimum experience of at least one (1) IT project containing similar architecture and technologies to SACWIS where the candidate performed activities across the entire SDLC. These activities should include activities within the following areas: <ul style="list-style-type: none"> • Planning, • Analysis, • Design, • Construction, • Test, • Implementation, and • Performance testing. 	7	0	6	7	9

5.0 Contract.

If this task order solicitation results in a Contract award, the Contract will consist of:

- The IV&V RFP,
- The IV&V RFP Pre-Qualified contractor proposal,
- The signed IV&V RFP Contract,
- This IV&V Task Order Solicitation,
- Written amendments to this Task Order Solicitation,
- The IV&V Contractor's Proposal, and
- Written, authorized amendments to the IV&V Contractor's Proposal and
- The signed SACWIS Task Order Solicitation Contract.

It will also include any materials incorporated by reference in the above documents and any purchase orders and change orders issued under the Contract. The form of the Contract is attached as a 1 page attachment to this RFP, but it incorporates all the documents identified above. The general terms and conditions for the Contract are contained in the **IV&V RFP (insert RFP #)**. If

DRAFT SACWIS IV&V Task Order Solicitation

there are conflicting provisions between the documents that make up the Contract, the order of precedence for the documents is as follows:

1. The IV&V RFP, CSP #(Insert #)
2. The IV&V Task Order Solicitation;
3. The documents and materials incorporated by reference in the RFP;
4. The IV&V Contractor's Pre-Qualification Proposal,
5. The IV&V Contractor's IV&V Task Order Proposal;
6. The documents and materials incorporated by reference in the IV&V Contractor's Proposals;
and

Notwithstanding the order listed above, purchase orders, 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.

DRAFT SACWIS IV&V Task Order Solicitation

Attachment **XX**
Cost Summary

SACWIS Deliverable Identified for IV&V Assessment	Not-to-Exceed Cost of Initial Assessment	Not-to-Exceed Cost of Follow-up Assessment
Deliverables Assessed Quarterly		
Project Schedule		
Weekly status reports		
Project Work Plan		
Risk management plan		
Deliverables Assessed Semi-Annually		
Risk List		
Project issues list		
Weekly status reports		
Monthly status reports		
Ohio SACWIS Partnership Forum documents		
Deliverables Assessed as Produced per SACWIS Project Schedule		
Documentation standards		
SACWIS transfer system demo		
SACWIS APD updates		
Requirements management plan.		
Change Management Plan		
Organizational Assessments		
Change Management Training Plan		
Ohio SACWIS Vision Document		
System Requirements Specification Document		
Capacity Analysis Document		
Functional Specification Document		
System Design Specification Document		
Software Architecture Document		
Conversion plan		
Conversion requirements document		
Conversion specification document		
Conversion software		
Conversion software documentation		
Conversion software unit test results		
Conversion test plans		
Conversion test results		
Actual conversion results		
Software for manual data entry		
Development Standards		

DRAFT SACWIS IV&V Task Order Solicitation

SACWIS Deliverable Identified for IV&V Assessment	Not-to-Exceed Cost of Initial Assessment	Not-to-Exceed Cost of Follow-up Assessment
Deliverables Assessed as Produced per SACWIS Project Schedule (cont.)		
Unit test plans		
Unit test cases		
Unit test scenarios		
Test Results Documentation		
System testing readiness certification		
User documentation		
Operations documentation		
System documentation		
Application source code		
Application binary executables		
Automated build programs		
Installation programs		
Unit test results		
System test plan		
System test cases		
System test scenarios		
System test results		
UAT readiness certification		
UAT plan		
UAT test cases		
UAT test scenarios		
UAT completion certification		
UAT test results		
Updated Training Plan		
Training Materials		
User Manuals		
Feedback survey Instrument(s)		
Feedback Analysis Report		
Training database		
Post training practice database		
Training completion certifications		
Pilot Implementation Plan		
Pilot Implementation Certification Letter		
Pilot Discrepancies report		
Pilot activities Check List		
Capacity Simulation & Benchmark Report		
System Tuning Results Document		
Statewide Implementation Certification Letter		
Performance Benchmark summary		
Statewide Implementation Plan		

DRAFT SACWIS IV&V Task Order Solicitation

SACWIS Deliverable Identified for IV&V Assessment	Not-to-Exceed Cost of Initial Assessment	Not-to-Exceed Cost of Follow-up Assessment
Deliverables Assessed as Produced per SACWIS Project Schedule (cont.)		
Site Implementation Certification Letters		
Help Desk Procedure Manual		
Implementation Report		
System documentation		
Deficiency resolution plan		
Final System Turnover Plan		
System documentation		
SACWIS turnover results report		
IV&V Assessments Subtotals	\$	\$
Code Walkthroughs & Inspections		Not-to-Exceed Cost for each Code Walkthrough & Inspection
SACWIS Code Module 1		
SACWIS Code Module 2		
SACWIS Code Module 3		
SACWIS Code Module 4		
SACWIS Code Module 5		
SACWIS Code Module 6		
SACWIS Code Module 7		
SACWIS Code Module 8		
Subtotal Not-to-Exceed Cost		\$
Interview Analysis Report		\$
Initial Assessment Subtotal (from above)		\$
Follow-up Assessment Subtotal (from above)		\$
Code Walkthrough & Inspection Subtotal (from above)		\$
Total Not-to-Exceed Fixed Price		\$

DRAFT SACWIS IV&V Task Order Solicitation

The Offeror must supply corresponding rates for the personnel categories proposed for this project. These rates will apply in the event the state Hourly rates indicated CANNOT exceed those rates for services provided in its' IV&V RFP Proposal.

These rates will not be considered in the evaluation of the SACWIS IV&V Task Order proposals.

Name	Position Title	Hourly Rate

DRAFT SACWIS IV&V Task Order Solicitation

Attachment **XX**
Resource Assignments & Time Estimates

SACWIS Deliverable Identified for IV&V Assessment	Name(s) of Resource(s) Assigned	Estimated Hours for Initial Assessment	Estimated Hours for Follow-up Assessment
Deliverables Assessed Quarterly			
Project Schedule			
Project Work Plan			
Risk management plan			
Deliverables Assessed Semi-Annually			
Risk List			
Project issues list			
Weekly status reports			
Monthly status reports			
Ohio SACWIS Partnership Forum documents			
Deliverables Assessed Annually			
Quarterly status reports			
Deliverables Assessed as Produced per SACWIS Project Schedule			
Documentation standards			
SACWIS transfer system demo			
SACWIS APD updates			
Requirements management plan.			
Change Management Plan			
Organizational Assessments			
Change Management Training Plan			
Ohio SACWIS Vision Document			
System Requirements Specification Document			
Capacity Analysis Document			
Functional Specification Document			
System Design Specification Document			
Software Architecture Document			
Conversion plan			
Conversion requirements document			
Conversion specification document			
Conversion software			
Conversion software documentation			
Conversion software unit test results			
Conversion test plans			
Conversion test results			
Actual conversion results			

DRAFT SACWIS IV&V Task Order Solicitation

SACWIS Deliverable Identified for IV&V Assessment	Name(s) of Resource(s) Assigned	Estimated Hours for Initial Assessment	Estimated Hours for Follow-up Assessment
Deliverables Assessed as Produced per SACWIS Project Schedule (cont)			
Software for manual data entry			
Development Standards			
Unit test plans			
Unit test cases			
Unit test scenarios			
Test Results Documentation			
System testing readiness certification			
User documentation			
Operations documentation			
System documentation			
Application source code			
Application binary executables			
Automated build programs			
Installation programs			
Unit test results			
System test plan			
System test cases			
System test scenarios			
System test results			
UAT readiness certification			
UAT plan			
UAT test cases			
UAT test scenarios			
UAT completion certification			
UAT test results			
Updated Training Plan			
Training Materials			
User Manuals			
Feedback survey Instrument(s)			
Feedback Analysis Report			
Training database			
Post training practice database			
Training completion certifications			
Pilot Implementation Plan			
Pilot Implementation Certification Letter			
Pilot Discrepancies report			
Pilot activities Check List			
Capacity Simulation and Benchmark Report			
System Tuning Results Document			
Statewide Implementation Certification Letter			
Performance Benchmark summary			

DRAFT SACWIS IV&V Task Order Solicitation

SACWIS Deliverable Identified for IV&V Assessment	Name(s) of Resource(s) Assigned	Estimated Hours for Initial Assessment	Estimated Hours for Follow-up Assessment
Deliverables Assessed as Produced per SACWIS Project Schedule (cont)			
Statewide Implementation Plan			
Site Implementation Certification Letters			
Help Desk Procedure Manual			
Implementation Report			
System documentation			
Deficiency resolution plan			
Final System Turnover Plan			
System documentation			
SACWIS turnover results report			
Code Walkthroughs & Inspections			
SACWIS Code Module 1			
SACWIS Code Module 2			
SACWIS Code Module 3			
SACWIS Code Module 4			
SACWIS Code Module 5			
SACWIS Code Module 6			
SACWIS Code Module 7			
SACWIS Code Module 8			
Interview Analysis Report			

SUPPLEMENTAL INFORMATION TRAILER

This page is the last page of supplemental information for this competitive document. If you received this trailer page, all supplemental information has been received.

Note: portions of the supplemental information provided may or may not contain page numbers. The total number of pages indicated on the cover page does not include the pages contained in this supplement.