

REQUEST FOR PROPOSALS

RFP NUMBER: 0A1107
DATE ISSUED: November 21, 2013

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

ODJFS Child Support Systems Applications RFP

INQUIRY PERIOD BEGINS: November 21, 2013
INQUIRY PERIOD ENDS: December 6, 2013
OPENING DATE: December 30, 2013
OPENING TIME: 1:00 P.M.
OPENING LOCATION: Department of Administrative Services
I.T. Procurement Services
Bid Room
4200 Surface Road
Columbus, Ohio 43228

This RFP consists of five parts and ten attachments, totaling 82 consecutively numbered pages. Supplements also are attached to this RFP with a beginning header page and an ending trailer page. Please verify that you have a complete copy.

PART ONE: EXECUTIVE SUMMARY

Purpose. This is a Request for Competitive Sealed Proposals (“RFP”) under Sections 125.071 and 125.18 of the Ohio Revised Code (the “Revised Code”) and Section 123:5-1-8 of the Ohio Administrative Code (the “Administrative Code”). The Ohio Department of Job and Family Services has asked the Department of Administrative Services to solicit competitive sealed proposals (“Proposals”) for application system maintenance and enhancements to the Child Support Systems Applications (the “Work”), and this RFP is the result of that request.

The Work will include programming, analysis, configuration management, project management, database administration, production operations support, system testing, network support functions, installation, maintenance, and implementation activities (e.g., training, help desk support, design) of the Support Enforcement Tracking System (SETS) and other associated components. The Work also includes technical assistance with all Child Support Systems Applications system interfaces.

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

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

Once awarded, the term of the Contract will be from the award date until the Work is completed to the satisfaction of the State and the Contractor is paid or June 30, 2015, whichever is sooner. The State may renew this Contract for up to four additional one-year term(s), subject to and contingent on the discretionary decision of the Ohio General Assembly to appropriate funds for this Contract in each new biennium. Any such renewal of all or part of the Contract also is subject to the satisfactory performance of the Contractor and the needs of Ohio Department of Job and Family Services.

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

Background. The Ohio Department of Job and Family Services (ODJFS) is responsible for program development and administrative support for the Child Support Enforcement Program to manage statewide child support tracking under Title IV-D of the Social Security Act. The Child Support Systems Applications is comprised of the following applications: SETS, the State Services Portal (SSP) and the State Verification Exchange System (SVES). ODJFS developed SETS to meet the requirements mandated by the Family Support Act of 1988 and other mandated or revised requirements implemented since 1987. Ohio operates a county-administered, state-supervised social services system which is maintained and operated through 88 local Child Support Enforcement Agencies (CSEA). SETS is a fully integrated, centralized, on-line, real-time system servicing all eighty-eight county CSEAs in the delivery and administration of the Child Support Enforcement Program. SETS is designed to support front-line child support professionals and assist in the establishment, enforcement, tracking and reporting of child support cases. Additionally, Ohio’s automated system assists in the establishment of paternity and the location of absent parents.

Child Support Systems Applications is built on an integrated, statewide database structure that is updated via PC workstations attached to a Novell wide area network (WAN). The Child Support Systems Applications databases maintain information in one structure for the administration of the child support system’s functional components.

Some of the major functional system components of SETS are:

- **Case Intake** – the establishment of support cases.
- **Paternity** – legal establishment of parentage closely related to genetic testing.
- **Support Establishment** – the legal establishment court ordered support.
- **Enforcement** – the techniques exercised by county workers to solicit support payment.
- **Disbursements** – the processing and dispersion of collections.
- **Distributions** – the parsing of support payments for TANF related cases.
- **Allocations** – the application of payments to specified obligations.
- **Case Tracking** – the routine maintenance and timed notification of case status.
- **Interstate** – the interface between states to enforce out of state collections.
- **Financial History** – allows viewing of collections and disbursements for a case and order.
- **Individual Clearance** – the method of determining if a participant is known to the system.
- **Lien Inventory** – charges or encumbrances against the property of Debtors, Judgment liens arise from judicial orders that Debtors owe money to Creditors.
- **Locate** – the subsystem used to identify the physical whereabouts of an individual, the individual's employer, and/or other sources of income and assets associated with the individual.
- **New Hire** – the process of receiving W-4 information as a location source.
- **Notices/Forms** – the system generated documents that are sent to the parties involved in a Child Support Systems Applications case to inform the parties of: scheduled hearings, the results of hearings, an overpayment, or for some action the CSEA is preparing to take on a case. Notices are also sent to entities to verify employment, address information and assets.
- **Payment Receipt/Processing** – the process that allows the posting and tracking of payments.
- **Reporting** – the reports generated by the system to track, monitor, and document case, order and participation information. These reports can be in both the system and the web.
- **Third Party/Resource Directory** – uniquely identifies an entity that interfaces with the Child Support Enforcement Agency, such as employers, insurance companies, testing laboratories, courts, agencies, etc.

The Office of Information Services (OIS), and the Office of Child Support have joint responsibility for the planning, analysis, design, programming, testing, installation, maintenance, and periodic evaluation of all ODJFS automated application systems related to the delivery of child support services. The Office of Child Support translates Federal and State legal and regulatory requirements into system directives and identifies impact. ODJFS' responsibility for Child Support Systems Applications includes both application systems developed within OIS as well as those developed by outside contractors and purchased proprietary application software products.

SETS Design Philosophy. The SETS technical and functional design is patterned on the statewide, automated system that supports the Public Assistance Program in Ohio: Client Registry Information System - Enhanced (CRIS-E). While the systems have been developed to support different programmatic objectives, their architecture and designs are similar in nature.

SETS Functional Overview. SETS is designed in three primary functional areas: Case Establishment and Case Management (CM), Financial Management (FM), and Support Functions (SF). The CM and the FM functions are supported by the common administrative and maintenance infrastructure Support Functions. The Support Functions provide the basic navigation, database structure, and formatting standards common with CRIS-E. For individual processes within a program, such as screen layout and color, naming conventions, data formats, and subsystems such as reference tables, security, alert generation, and system help keys, CRIS-E provided a direct code transfer. For other functional subsystems, such as caseload management, notices, and report generation, CRIS-E provided the fundamental design philosophies upon which SETS is based.

SETS Data Management. The following describes the core database structures and processes as well as case management and case inquiry activities in SETS.

SETS Case Modes. An individual Title IV-D case in SETS progresses through five core functional areas: intake, locate, paternity establishment, support establishment, and enforcement ongoing. These core functional areas are closely aligned with the life-cycle of a child support case. While a SETS case is active, it will reside in one of the five case mode types depending upon the event being processed.

SETS Caseload. A caseload is a grouping of individual SETS cases organized along county-defined parameters. Caseworkers are assigned to and assume primary responsibility for groups of cases. The SETS caseload structure is designed to be highly adaptable to the needs and structures of the county. A caseload can include cases of only one mode, cases of all modes, or any combination. The structure is designed in this manner to accommodate both generic and specialized county organizational structures. For example, in a county that specializes in functional areas, a caseload and corresponding caseworker may only have cases while they are assigned to the locate mode and processing locate events. Once the locate functions have been completed, the case may be reassigned to the caseload and caseworker specializing in the paternity establishment functionality. Typically, a generic county assigns cases to caseloads and single caseworkers for the entire life-cycle of the case rather than transferring cases between caseloads as the case moves between case modes. In this situation, the caseworker is trained to conduct activities in all five case modes.

SETS Financial Processing. SETS includes a comprehensive child support financial management system. SETS processes daily, weekly, and calendar month-end batches. These batch processes allow SETS to maintain daily account balances throughout the monthly cycle while accurately reflecting arrearage calculations for each period.

SETS Monthly Administration. An order may be created with a weekly or biweekly obligation. SETS converts all charging frequencies to a monthly basis. All obligations are assumed to cover the period from the first to the last day of a given month. A partial month's period is handled by pro-rating the amount due for that month to the actual number of days the order was in effect.

SETS Daily Processing. The daily processing cycle handles new case generation, including case type determination; payment processing; and Public Assistance assignment and disbursement for non-Aid to Families with Dependent Children (AFDC) cases.

SETS Weekly Processing. Public Assistance (PA) collections are disbursed to ODJFS during the weekly processing. These weekly disbursements are made to the State for all cases involving Public Assistance sub-accounts.

SETS Calendar Month-end Processing. On the last day of the month, after all daily and weekly processing is complete; calendar month-end (CME) batch processing begins. The CME handles PA termination and the processing of grant information as well as cumulative monthly reporting.

To terminate a PA case, the arrears are calculated and the distribution determined before a new SETS case type can be selected for the terminating case. Terminating PA cases are then evaluated to calculate the ratio of assigned arrears totals to un-reimbursed PA amount. New assigned and unassigned arrearage balances are effective on the first day of the next calendar month. Based on the arrearage balance, the CME assigns the proper case type classification and allocation for outstanding arrearage sub-account balances.

Calendar month end also calculates arrearage, and charges for the next period. Prior to arrears calculation for all orders, CME evaluates the default and delinquency status of each order and subsequently saves the information into the Enforcement database for those records which are in default or delinquent. After arrears are calculated, arrearage sub-account balances are brought

forward as the new month's beginning balance. At this point, monies held in future payment sub-accounts are applied to the order as applicable. For active PA cases or those with arrearages remaining from prior PA, distribution is determined. Any funds found to be in excess of the calendar month's grant amount or un-reimbursed past PA are disbursed directly to the obligee.

SETS Activity Audit Trail. The Activity Audit Trail subsystem is used to record all activities conducted on a case by a caseworker or ODJFS worker on SETS, requiring a database update. It is a comprehensive tracking mechanism for all online transactions. The inquiry screens for the caseworker audit trail contain data from the last 30 days. The case audit trail inquiry screens hold data for the last 30 activities processed on the case.

SETS Event Log Running Record Comments. The event log provides a "bird's eye view" of the significant system and user generated events in a case. The log consists of system generated statements describing online and batch events such as the generation of a form or the closing of a case. The log also contains user generated statements in the form of Running Record Comments (RRC). The SETS user can enter free-form comments to further explain or add detail to the information captured on the screen. There is no system limitation to the number of RRCs that can be entered.

SETS Web Portal. The SETS web portal allows customers to access case information on a 24 x 7 basis.

State Services Portal (SSP). The SSP system was developed by Federal and State partners to help states share one another's data quickly. SSP allows caseworkers in states to access and view each other's selected case information in real-time through a standard and secure user interface.

State Verification Exchange System (SVES). SVES allows system users to view information from Social Security Administration Title II benefits, Supplemental Security Income, and prison institutions.

System Overview. SETS is comprised of over 1100 computer programs (approximately 600 batch and 500 online or subroutines). These programs consist of approximately 4 million lines of code. Currently SETS processes approximately 1.7 million transactions per day. All programs are written in COBOL II, with the exception of some web-based reports that utilize SQL. All online programs are written using the TELON development tool. Child Support Systems Applications employs a standard system development life cycle process for the creation, testing and implementation of software modifications. Program specifications and documentation are maintained on a file server and in hard copy form. Batch JCL is written in JES3 and controlled by the scheduling package CONTROL-M, CONTROL-D, CONTROL-D PC and CONTROL-D WEB are utilized to electronically distribute reports to all counties. Child Support Systems Applications software migration is controlled by the IBM product SCLM for the mainframe and PVCS for client server. All programmer workstations are connected to the host via Novell WAN.

The SETS development platform consists of connected IBM mainframe and networked personal computer components. All program modifications, development, and unit and system testing is done on the personal computer network. After unit and system testing is completed, the software modifications are migrated, using SCLM, to the mainframe for additional unit and system acceptance testing and ultimate migration to the production environment.

The platforms and software utilized by Child Support Systems Applications include:

<p>Hardware Platform</p>	<p>Application Server</p>	<p>IBM OS/390 – SETS utilizes a PC network development platform to develop, modify and unit test system application software. This network development platform allows for system isolation, provides more flexible system accessibility, allows greater control over program modifications and system testing increases utilization of debugging tools and facilitates the simultaneous software release concept.</p>
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		<p>The SSP System facilitates the exchange of interstate Child Support Enforcement case information between states. SSP uses an IBM HTTP Server as Proxy Server that authenticates Title IV-D users through the eDirectory using LDAP. The Ohio SSP Web Service consists of a network manager server and two application servers. The web service opens a connection using the IMS Connector for JAVA (JCA) and passes the request thru IMS Connect to OTMA to the IMS Control region on the mainframe.</p> <p>SVES will utilize a similar configuration to read and display Title II, Title XVI, and prison records of child support participants.</p>																																		
Software Platform	Operating System	ZOS (SETS) IBM WebSphere (SSP, SVES, and SETS Web Portal)																																		
	Database	IMS DB DB2																																		
	Software	<table border="0"> <tr> <td>IBM JES 3</td> <td>Adobe Dreamweaver</td> </tr> <tr> <td>Finalist</td> <td>DB2 Client</td> </tr> <tr> <td>BMC Control-B</td> <td>CA ERWin</td> </tr> <tr> <td>BMC Control-D (PC and Web)</td> <td>Oracle Client Developer</td> </tr> <tr> <td>BMC Control-M</td> <td>Adobe Writer</td> </tr> <tr> <td>AFP</td> <td>Crystal Reports</td> </tr> <tr> <td>StreamWeaver</td> <td>Rapid SQL</td> </tr> <tr> <td>IBM File Manager</td> <td>IBM WebSphere</td> </tr> <tr> <td>Tone Software Flasher</td> <td>Informatica</td> </tr> <tr> <td>CSF</td> <td>COGNOS</td> </tr> <tr> <td>IBM TSO</td> <td>IBM Application Performance Analyzer</td> </tr> <tr> <td>CA TELON PC</td> <td>IBM Fault Analyzer</td> </tr> <tr> <td>CaseGen</td> <td>IBM Debug Tol</td> </tr> <tr> <td>IBM ISPF/PC</td> <td>IBM IMS Connect</td> </tr> <tr> <td>Tivoli</td> <td>IBM IMS Soap Gateway</td> </tr> <tr> <td>Novell Development Platform</td> <td></td> </tr> <tr> <td>Micro Focus Mainframe Express</td> <td></td> </tr> </table>	IBM JES 3	Adobe Dreamweaver	Finalist	DB2 Client	BMC Control-B	CA ERWin	BMC Control-D (PC and Web)	Oracle Client Developer	BMC Control-M	Adobe Writer	AFP	Crystal Reports	StreamWeaver	Rapid SQL	IBM File Manager	IBM WebSphere	Tone Software Flasher	Informatica	CSF	COGNOS	IBM TSO	IBM Application Performance Analyzer	CA TELON PC	IBM Fault Analyzer	CaseGen	IBM Debug Tol	IBM ISPF/PC	IBM IMS Connect	Tivoli	IBM IMS Soap Gateway	Novell Development Platform		Micro Focus Mainframe Express	
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BMC Control-D (PC and Web)	Oracle Client Developer																																			
BMC Control-M	Adobe Writer																																			
AFP	Crystal Reports																																			
StreamWeaver	Rapid SQL																																			
IBM File Manager	IBM WebSphere																																			
Tone Software Flasher	Informatica																																			
CSF	COGNOS																																			
IBM TSO	IBM Application Performance Analyzer																																			
CA TELON PC	IBM Fault Analyzer																																			
CaseGen	IBM Debug Tol																																			
IBM ISPF/PC	IBM IMS Connect																																			
Tivoli	IBM IMS Soap Gateway																																			
Novell Development Platform																																				
Micro Focus Mainframe Express																																				
Software Configuration	IBM SCLM PVCS	Dimensions CVS																																		
Security	RACF																																			
Network Platform	TCP-IP	Rumba Terminal Emulator																																		
Languages	COBOL, Java																																			
Transaction Manager	IMS-TM																																			

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

Enhance and maintain the various Child Support Systems Applications throughout the life of the Contract.

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

The Contractor must work with designated ODJFS staff as identified by the ODJFS Contract Manager Representative in the development of deliverables for each defined interval for the duration of this Contract. The deliverables will be negotiated prior to the start of each Interval Deliverable Agreement (IDA), in the format attached as Supplement Four, and will be monitored throughout the interval and the life of the Contract.

The State and the Contractor will agree in writing, during the course of the Contract, to specific work assignments, sub-deliverables, due dates, Contractor staffing requirements (based on positions and descriptions provided in Supplement One and based on hourly rates quoted in the Cost Summary), ODJFS resources and the deliverable agreement for the defined interval. A deliverable or sub-deliverable may be identified as a work product or hours toward completion of a work product. These documents, entitled Interval Deliverable Agreement (IDA) documents, must be identified and agreed to at least 30 days in advance of the interval start date. An IDA is not effective until the State and Contractor have indicated agreement to the deliverable or work assignments by signing the document.

The IDA specifications, including sub-deliverables and due dates agreed on by the State and the Contractor, will be attached hereto as an IDA and incorporated into the Contract.

Upon award of the Contract, the Contractor must be prepared to provide staff to participate in activities needed to develop the initial IDA for the first set of deliverables.

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

Dates:

Firm Dates

RFP Issued:	November 21, 2013
Inquiry Period Begins:	November 21, 2013
Inquiry Period Ends:	December 6, 2013, at 8:00 a.m.
Proposal Due Date:	December 30, 2013, at 1:00 P.M.

Estimated Dates

File for Federal Approval	February 6, 2014
Award Date:	March 5, 2014

Estimated Work Dates

Work Begins:	March 12, 2014
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There are references in this RFP to the Proposal due date. Unless it is clearly provided to the contrary in this RFP, any such reference means the date and time (Columbus, Ohio local time) that the Proposals are due and not just the date.

PART TWO: STRUCTURE OF THIS RFP

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

Parts:

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

Attachments:

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

Supplements:

- Supplement One Position Descriptions and Requirements
- Supplement Two OIS On-Call Procedures
- Supplement Three Weather Emergency – Essential Staff Guidelines
- Supplement Four IDA Sample

PART THREE: GENERAL INSTRUCTIONS

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

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

Procurement Representative:

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

During the performance of the Work, a State representative (the “ODJFS Contract Manager”) will represent the Ohio Department of Job and Family Services and be the primary contact for the Work. The State will designate the ODJFS Contract Manager in writing after the Contract award.

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

- Access the State’s Procurement Website at <http://procure.ohio.gov/>;
- From the Navigation Bar on the left, select “**Find It Fast**”;
- Select “Doc/Bid/Schedule #” as the Type;
- Enter the RFP number found on the first page of this RFP (the RFP number begins with zero followed by the letter “A”);
- Click the “Find It Fast” button;

- On the document information page, click the “Submit Inquiry” button;
- On the document inquiry page, complete the required “Personal Information” section by providing:
 - First and last name of the prospective offeror’s representative who is responsible for the inquiry,
 - Name of the prospective offeror,
 - Representative’s business phone number, and
 - Representative’s email address;
- Type the inquiry in the space provided including:
 - A reference to the relevant part of this RFP,
 - The heading for the provision under question, and
 - The page number of the RFP where the provision can be found; and
- Click the “Submit” button.

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

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

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

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

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

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

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

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

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

Proposal Submittal. Each offeror must submit a technical section and a cost section as part of its total Proposal before the opening time on the Proposal due date. The offeror must submit the technical section as a separate package from the cost section of its Proposal, and each section must be submitted in its own separate, opaque package. The package with the technical section of the Proposal must be sealed and contain one originally signed technical section and five (5) copies of the technical section, and the package with the cost section also must be sealed and contain two (2) complete copies of the cost section of the Proposal. Further, the offeror must mark the outside of each package with either “**ODJFS Child Support Systems Application RFP – Technical Proposal**” or “**ODJFS Child Support Systems Application RFP – Cost Summary**,” as appropriate.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Protests. Any prospective or actual offeror may file a protest of the award of the Contract, or any other matter relating to the process of soliciting the proposals.

A protest based on alleged improprieties in the process of soliciting proposals or in the issuance of the RFP or any other event which occurs before the due date for proposals, which is apparent or should be apparent prior to the proposal due date, must be filed no later than five business days after the proposal due date.

A protest based upon the evaluation committee's recommendations for the award of the Contract must be filed no later than ten business days after the award date of the Contract.

Protest must be in writing and contain the following information:

- a) The name, address and telephone number of the protestor;
- b) The name and number of the RFP being protested;
- c) A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;
- d) A statement as to the form of relief requested from DAS; and
- e) Any other information the protestor believes to be essential to the determination of the factual and legal questions at issue.

DAS may elect to consider an untimely protest. An untimely protest is one received by the DAS Bid Desk after the time periods set above. In addition to the information requested above, untimely protests must include an explanation of why the protest was not made within the required time frame.

All protests must be filed at the following location:

Ohio Department of Administrative Services
Bid Desk
4200 Surface Road
Columbus, Ohio 43228

PART FOUR: EVALUATION OF PROPOSALS

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

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

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

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

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

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

Corrections and clarifications must be completed off State premises.

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

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

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

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

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

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

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

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

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

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

any lower-ranking Proposals unless all Proposals ranked above it are also considered, except as provided below.

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

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

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

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

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

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

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

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

The State normally will not rank interviews, demonstrations, and presentations. Rather, if the State conducts the interviews, demonstrations, or presentations as part of the technical evaluation, the State

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

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

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

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

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

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

Financial Ability. Part of State's determination of an offeror's responsibility may include the offeror's financial ability to perform the Contract. This RFP may expressly require the submission of audited financial statements from all offerors in their Proposals, but if this RFP does not make this an express requirement, the State still may insist an offeror submit audited financial statements for up to the past

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

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

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

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

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

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

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

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

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

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

Negotiated changes will be reduced to writing and become a part of the Contract file, which will be available for public inspection after award of the Contract or cancellation of the RFP, provided the State does not plan to reissue the RFP. If the State plans to reissue the RFP, the Contract file will not be available until the subsequent RFP process is completed. Unless the State agrees otherwise in writing,

the offeror must draft and sign the written changes and submit them to the State within five business days. If the State accepts the changes, the State will give the offeror written notice of the State's acceptance, and the negotiated changes to the successful offer will become a part of the Contract.

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

PART FIVE: AWARD OF THE CONTRACT

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

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

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

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

1. The one-page Contract (Attachment Five) in its final form;
2. This RFP, as amended;
3. The documents and materials incorporated by reference in the RFP;
4. The Executive Order, EO 2011-12K incorporated by reference in the RFP;
5. The Contractor's Proposal, as amended, clarified, and accepted by the State; and
6. The documents and materials incorporated by reference in the Contractor's Proposal.

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

ATTACHMENT ONE: EVALUATION CRITERIA

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

For the purpose of this RFP, a system of '*similar size and scope*' is defined as a large IBM mainframe IMS transaction processing system with an online data entry interface.

Mandatory Requirements		
Application experience as a contractor providing a minimum of 20 IT Professionals, for large, complex legacy systems or the development of new systems on projects similar in size and scope. The experience referenced must be for an operational production system. The experience must have occurred within the last five years. The experience must have lasted a minimum of one year. All IT professionals must be provided for the same project.	Reject	Accept
To demonstrate that the proposal meets this mandatory requirement, the offeror must propose its project experience or a combination of its project experience with the proposed subcontractor(s) project experience on one project to satisfy the requirement. The offeror must demonstrate they provided at least 35% of the staff for the referenced project. The offeror may use its proposed subcontractor(s) to meet the remaining 65% of the staff on the same project.		

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

Scored Criteria	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
Offeror Requirements					
Mandatory Requirement	100	Rejected	5	7	9
Work Plan Approach	25	0	5	7	9
Contingency Plan Approach	25	0	5	7	9
Escalation Plan	25	0	5	7	9

Personnel requirements that are to be scored are individuals that the Offeror must provide for key positions of the proposed team. The quality and professional credentials of these people will be material factors in the State's decision to enter into a Contract. Therefore, the Offeror must use all reasonable efforts to ensure the continued availability of these people. Additional team members brought onto the contract may be evaluated by the ODJFS Contract Manager and mutually agreed upon with the Offeror.

Scored Criteria	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
Personnel Requirements					
SENIOR PROJECT MANAGER – REQUIREMENTS					
Experience as the Project Manager on two projects of similar size and scope during the past 60 months with a minimum of one being from initiation to completion.	15	0	5	7	9
Experience on two or more large projects using Microsoft Project in defining tasks and developing project time lines.	10	0	5	7	9

Scored Criteria	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
Personnel Requirements					
Experience with two or more software development methodologies in managing projects of similar size and scope over the past 60 months.	10	0	5	7	9
SENIOR PROJECT MANAGER – DESIRABLE REQUIREMENTS					
Minimum of 60 months programming experience.	1	0	5		
Experience on one major system development project that required the application of network infrastructure, software utilities and applications for IBM mainframes, Novell, Windows NT or Unix.	2	0	5		
Minimum of 24 months experience in analysis, design and implementation of a large-scale hardware rollout.	2	0	5		
Minimum of 24 months experience in Joint Application Design (JAD) or Systems Requirements Definitions (SRD) facilitation in a development environment.	2	0	5		
Bachelor's Degree (or higher) or 36 months training post-secondary education.	1	0	5		
Project Management Institute (PMP) Certification.	2	0	5		
MAINFRAME PROGRAMMER ANALYST 3 – REQUIREMENTS					
Experience as a team lead of lower level programmer analysts on a minimum of one project of similar size and scope within the past 60 months.	10	0	5	7	9
Experience as a COBOL Programmer on one project of similar size and scope within the past 60 months.	5	0	5	7	9
Minimum of 60 months experience in COBOL programming	10	0	5	7	9
Minimum of 36 months experience in IMS database programming.	5	0	5	7	9
Minimum of 36 months experience IMS data communications on-line programming.	5	0	5	7	9
Minimum of 12 months experience using Micro Focus Mainframe Express.	5	0	5	7	9
MAINFRAME PROGRAMMER ANALYST 3 – DESIRABLE REQUIREMENTS					
Minimum of 12 months experience using IBM File Manager.	1	0	5		
Minimum 12 months experience using Application Analyzer.	1	0	5		
Minimum of 12 months experience using a project management tool (i.e. Project Workbench, Microsoft Project).	1	0	5		
Minimum of 12 months experience using TELON and/or CaseGEN.	1	0	5		
Associates Degree or higher.	1	0	5		

Scored Criteria	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
Personnel Requirements					
TESTING ANALYST 3 – REQUIREMENTS					
Experience as a lead tester on a minimum of one project of similar size and scope from testing initiation to final system implementation within the past 60 months.	10	0	5	7	9
Minimum of 48 months experience developing or overseeing the development of test scenarios.	10	0	5	7	9
Minimum of 48 months experience defining and documenting business requirements.	5	0	5	7	9
Minimum 36 months experience using the HP Quality Center suite of testing tools.	10	0	5	7	9
TESTING ANALYST 3 – DESIRABLE REQUIREMENTS					
Minimum 12 months experience testing IMS applications.	1	0	5		
Associates Degree of higher.	1	0	5		

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

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

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

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

$$\text{Technical Proposal Points} = (\text{Offeror's Technical Proposal Points} / \text{Highest Number of Technical Proposal Points Obtained}) \times 700$$

The offeror with the lowest proposed Not-To-Exceed Fixed Price will receive 300 points. The remaining offerors will receive a percentage of the maximum cost points available based upon the following formula:

$$\text{Cost Summary Points} = (\text{Lowest Not-To-Exceed Fixed Price} / \text{Offeror's Not-To-Exceed Fixed Price}) \times 300$$

Total Points Score: The total points score is calculated using the following formula:

$$\text{Total Points} = \text{Technical Proposal Points} + \text{Cost Summary Points}$$

ATTACHMENT TWO: WORK REQUIREMENTS AND SPECIAL PROVISIONS

PART ONE: WORK REQUIREMENTS

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

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

The Contractor must provide a Senior Project Manager for the Work. The Contractor must employ the proposed Senior Project Manager as a regular, fulltime employee on the Proposal submission date and throughout the term of the Contract, including all renewals of it. The proposed key team member positions, which include the Senior Project Manager, Mainframe Programmer Analyst 3 and Testing Analyst 3 positions, must be employed by the offeror. Additionally, the Contractor's full-time regular employees must perform at least 35% of the effort required to complete the Work. The Contractor may use its personnel or subcontractor personnel to perform the remaining 65% of the effort.

Within 5 business days of receipt of a valid purchase order, the Contractor must hold a kick-off meeting with the State to discuss project activities, plans for development of the first IDA (Supplement Four provides a sample IDA), and the schedule. In addition to establishing the working relationship between the Contractor and the State, the State will also provide the Contractor with the information needed to develop the first IDA. The State will update the Contractor with the current status of the project including any current issues and risks. High-level discussion of ODJFS standards, processes, and expectations relative to the engagement will occur during the kickoff meeting. ODJFS will present prioritized initiatives as well as business needs requiring technical solutions and requirements development. The kickoff meeting will also provide a forum to answer and clarify Contractor questions about the project. At a minimum, the following Contractor staff must attend the kick-off meeting: the Senior Project Manager, Mainframe Programmer Analyst 3 and Testing Analyst 3.

As mutually agreed upon by the Contractor and State in the kick-off meeting, the Contractor must be prepared to provide staff for creation of the first Interval Deliverable Agreement (IDA). The initial IDA for the Contract must be delivered for ODJFS review within 60 calendar days of the kickoff meeting.

As a part of the development of each IDA, the analysis of the prioritized initiatives, by the Contractor, may include, but not be limited to, business rules analysis, working with ODJFS business and information technology subject matter experts, and analysis of software code.

The Contractor will be required to provide one or more of the following services in each IDA. The following list of services is not all inclusive; additional services, support or subject matter expertise for Child Support Systems Applications may be required and will be determined as part of the IDA process.

1. Enhancements or modifications to the existing Child Support Systems Applications.
2. Development of new functionality for the Child Support Systems Applications.
3. On-site technical support of Child Support Systems Applications batch production (operations).
4. On-site technical support of Child Support Systems Applications on-line production (operations).
5. On-site technical resolution of both batch and on-line problems that have been referred from daily operations through the Help Desk or via a written modification request for Child Support Systems Applications.
6. On-site technical support of system development for new Child Support Systems Applications functions or enhancements to existing Child Support Systems Applications functions.
7. On-site technical support of all interfaces with Child Support Systems Applications.

8. On-site technical support in the migration control and standard enforcement quality control functions for Child Support Systems Applications.
9. On-site documentation and library support for Child Support Systems Applications.
10. On-call technical support as needed at all times, in line with the current OIS, Contractor On-Call policy that are in place at the time the technical support is needed for Child Support Systems Applications.
11. On-site production support, 24X7X365 for Child Support Systems Applications.
12. Attend meetings with users and customers of Child Support Systems Applications.
13. Travel to county locations to support Child Support Systems Applications.
14. Support the Child Support Systems Applications Help Desk.
15. On-site technical support of disaster data recovery of Child Support Systems Applications, both simulated and real situations.
16. On-site technical support of all architectural upgrades which include both version and hardware upgrades requiring application software modifications.
17. On-site support in the testing of all Child Support Systems Applications. This includes, but is not limited to, unit, system, integration, and User Acceptance testing.

The Contractor must work with designated State staff to develop the deliverables and identify all Work for each IDA. Deliverables or sub-deliverables will be defined prior to the start of each designated interval, and monitored throughout the designated interval and the life of the Contract. The IDAs will be identified and agreed to at least 30 days in advance of the beginning of the interval. For each IDA, the State and the Contractor will agree, in writing, to specific deliverables, work assignments, sub-deliverables, services to be provided using time and materials, the length of the interval, due dates, and Contractor staffing requirements based on the positions and the not-to-exceed hourly rates quoted on the Cost Summary. The State may interview and determine if proposed staffing is acceptable as part of the IDA approval. The IDA is not effective until the State and Contractor have signed the agreement and a purchase order is issued to the Contractor. The agreed-upon IDA will be incorporated into the Contract.

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

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

If the IDA so indicates, there will be a period for performance testing of specific deliverables identified in the IDA. During the performance period, the State, with the assistance of the Contractor, will perform acceptance testing. The performance period may last up to 90 consecutive calendar days, during which time the Deliverable must meet the standard of performance required by the IDA and the Contract for 30 consecutive calendar days. The performance criteria in the IDA will be supplemented with the relevant user manuals, technical materials and related writings, to the extent that the specifications in those writings supplement and refine rather than contradict the performance criteria in the IDA. Acceptance of the Deliverable depends on a successful completion of the performance period defined in this section and the IDA. This section applies to the Deliverables defined in the IDA, and any part of it, as well as replacements or substitutes for the Deliverable after completion of a successful performance period.

If the Deliverable does not meet the standard of performance during the performance period, the State will give the Contractor details about the problems in a timely manner and in a useful and relevant form. Until the Contractor has demonstrably corrected all outstanding problems, the performance period will not restart and the Deliverable (or part thereof) will not be accepted. The performance test will continue on a day-by-day basis until the standard of performance is met for a total of 30 consecutive calendar days. The Contractor will not be compensated until the Deliverable is accepted and any additional cost associated with the iterations required to obtain acceptance are the responsibility of the Contractor.

If the Work fails to meet the standard of performance after 90 consecutive calendar days from the start of the performance period, the Contractor will be in default and will not have a cure period. In addition to all

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

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

Application of this section of the RFP will be specifically addressed in the IDA.

The anticipated number of positions identified in Attachment Eleven Cost Summary is a best estimate of Child Support Systems application needs and may change over the life of the Contract.

The offeror must complete the cost summary form to indicate an hourly rate for each position for the life of the Contract.

Billable rates established in the Contract are valid and will not be modified during the first full biennial Contract period (through June 30, 2015). After the end of the current biennial period and at the discretion of the State, billable rates by position may be adjusted; rates may be increased or decreased to more closely match economic conditions.

The Contractor may request adjustments to the basic hourly wage rates by the percentage change in the Employment Cost Index (ECI) for private industry workers, wages and salaries (not seasonally adjusted), from March of the prior year to March of the current year. That is, an increase request to go into effect on July 1, 2015 will be based on the increase in the ECI series between March 2014 and March 2015.

Any Contractor request for an increase may not exceed a maximum of 3% per state fiscal year and may not exceed a total of 6% for the biennium. The Contractor must submit a written request to the State (ODJFS Project Manager and DAS) at least 60 days prior to the end of the current State fiscal year to be considered for a change in billing rates effective at the beginning of the next State biennium.

Interval Deliverable Agreement. All IDAs must contain the following information, at a minimum:

1. The designated interval length for each IDA.
2. Goals and Objectives for the interval.
3. Deliverables to be completed during the interval. This will include but not be limited to:
 - a. Deliverable Name;
 - b. Description of Deliverable including tasks or milestones to be completed;
 - c. Detailed acceptance criteria and standards of performance;
 - d. State dependencies identified by the Contractor for successful completion of the Deliverable;
 - e. Deliverable Due Date;
 - f. Risks associated with delays and incomplete Deliverables; and
 - g. Fixed pricing for each Deliverable based on staffing requirements (services to be performed, identification of Contractor staff resource by name and position, number of hours allocated to the task for each assigned position, individual hourly rate for each Contractor resource assigned to a task, etc.).
4. Major tasks and services required to maintain and support the applications that will be billed on a time and material basis. This will include but not be limited to:
 - a. Name, title, identification of the employer (prime or subcontractor) and number of staff;
 - b. Staff work hours with any known exceptions noted;

- c. Description of the work to be performed by the Contractor;
 - d. Specific Contractor resources assigned;
 - e. Individual rate for each Contractor resource assigned;
 - f. Projected number of Contractor hours allocated (per resource);
 - g. Dates covered in the work;
 - h. Dependencies;
 - i. Management or staffing issues; and
 - j. Standards of performance.
5. Work Breakdown Schedule (WBS) for all Deliverables and Work in the IDA.

In addition the following information may also be required:

- 6. Staffing changes, plans and issues.
- 7. Required work related travel and training.

It is the Contractor's responsibility to provide qualified professionals, as defined in the Position Descriptions and Requirements (see Supplement One), to meet the goals, tasks, and objectives of each IDA.

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

Project Management. The Contractor will be required to enter project related data into project management tools provided by ODJFS.

Contractor Responsibilities and Deliverables. The Contractor must meet all RFP requirements for the Work and complete all Work satisfactorily.

Maintain Work Plan. The Work Plan for each IDA must allow sufficient time for the State's staff to review all Work. The State will determine the number of business days it needs for such reviews and provide that information to the Contractor during the development of each IDA.

Each IDA work plan must include a project schedule containing tasks, estimated hours and individual resources expected to work on the task and deliverable. This schedule must be in Microsoft project and maintained using the Clarity project management tool provided by ODJFS. Staff assigned to project tasks may be required to record work hours expended to assigned tasks using the Clarity Timesheet function and/or ODJFS Contract Tracking System (CTS) to facilitate posting of actual hours expended to a plan.

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

- Immediate Reporting - The Project Manager or a designee must immediately report any staffing changes for the Work to the ODJFS Contract Manager (see: Attachment Four: Part Two: Replacement Personnel).
- Attend Status Meetings - The Project Manager and other Work team members must attend status meetings with the ODJFS Contract Manager and other people deemed necessary to discuss Work issues. The ODJFS Contract Manager will schedule these meetings, which will follow an agreed upon agenda and allow the Contractor and the State to discuss any issues that concern them.
- Provide Status Reports - The Contractor must provide written status reports to the ODJFS Contract Manager at least one full business day before each status meeting.
 - The Contractor's proposed format and level of detail for the status report is subject to the State's approval.

- Prepare Monthly Status Reports - During the Work, the Contractor must submit a written monthly status report to the ODJFS Contract Manager by the fifth business day following the end of each month. At a minimum, monthly status reports must contain the following:
 - A description of the overall completion status of the Work in terms of the approved Work Plan (schedule and cost);
 - Updated Work schedule;
 - The plans for activities scheduled for the next month;
 - The status of any Deliverables;
 - Time ahead or behind schedule for applicable tasks;
 - A risk analysis of actual and perceived problems; and
 - Strategic changes to the Work Plan, if any.

Work Hours and Conditions.

1. Contractors must submit time sheets for all time and material contract staff to the ODJFS Contract Manager or designee for review and approval once a month. In addition all hours worked must be entered on a weekly basis into the ODJFS designated project tracking tools.
2. ODJFS normal core business hours are 8:00 A.M. to 5:00 P.M. Monday through Friday, except for State holidays. It is the Contractor's responsibility to ensure staff is working within these parameters and to communicate to the ODJFS Contract Manager when exceptions, such as requested time off, personal illness or emergencies arise, to ensure these situations will not impact the IDA.

Exceptions to these work hours may be negotiated in the IDA, when identified subject matter expertise or skill sets are not required on a full time basis, in order to meet the IDA requirements.

3. The Contractor work location will be identified in each IDA. If it is not necessary for Contractor staff to be onsite at ODJFS, the Contractor will be responsible for providing an offsite work location. For Work that requires the Contractor to work onsite, ODJFS will provide each staff assigned by the Contractor to the Contract with workspace, workstation, telephone, and needed office supplies. For all onsite work performed, the Contractor must assist ODJFS with the staffing administrative costs (i.e., the costs associated with workspace, workstation, telephone, and needed office supplies) at the rate of \$4 per effort hour and will be specifically identified in the IDA. The \$4 per hour administrative cost should not be included in the quoted hourly rate in the Cost Summary. The Contractor, at the discretion of the ODJFS Contract Manager and as negotiated in the IDA, must provide staff assigned to the Contract with a pager, cellular phone and laptop computer, as needed. This \$4 per hour administrative cost will not be included for any work, designated in an IDA, to be performed at the Contractor's Project site.

At the beginning of each biennium, at the sole discretion of ODJFS, the \$4 per effort hour rate may be reviewed and amended per ODJFS' current mandated standard for these costs.

4. Unusual working conditions may include, but are not limited to, operation of a computer terminal for long periods of time, working in excess of eight hours per day, working on Saturdays, Sundays and State holidays, and being on-call 24 hours a day seven days per week.
5. The Contractor will ensure that staff assigned to the Contract, who are deemed on-call or essential through the IDA process, will follow the OIS On-Call Procedures and Weather Emergency Essential Staff Guidelines as defined in the attached Supplements Two and Three. The Contractor must notify the ODJFS Contract Manager when these guidelines cannot be followed and the reason why, as they may impact the ability to successfully complete an IDA.

PART TWO: SPECIAL PROVISIONS

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

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

The Contractor’s Fee Structure. The Contract award will be payable in accordance with the schedule below:

Payment Structure	
Payment Type	Payment
Monthly	100% for agreed upon time and material work performed.
Acceptance of deliverable(s)	100% of accepted deliverable

Upon the date(s) given above, the Contractor may submit an invoice according to the payment schedule identified above.

Reimbursable Expenses. None.

Source of Funding: Third-Party Funding. Compensation for this Contract will include both federal and state funds. Therefore, Generally Accepted Accounting Principles, auditing and reporting standards as dictated by the funding source will be followed by ODJFS and the Contractor.

Work Related Travel and Training. Travel and training will be detailed in the IDA and it will be the responsibility of the Contractor to manage all these expenses as described in the IDA. ODJFS will not directly reimburse for Contract staff travel or training, it will be the Contractor’s responsibility to reimburse Contract staff.

Bill to Address. Ohio Department of Job and Family Services
Office of Fiscal Services
Bureau of Accounting
30 East Broad Street, 37th Floor
Columbus, Ohio 43215

Location of Data. All data must reside onsite at the State of Ohio. The Contractor must not remove any State data or use any State data offsite

ATTACHMENT THREE: REQUIREMENTS FOR PROPOSALS

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

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

Each Proposal must contain the following:

- Vendor Information Form (OBM-5657)
- Subcontractor Letters
- Offeror Certification Form
- Offeror Description
- Offeror Profile Summary Forms
- Personnel Profile Summary Forms
- Time Commitment
- Assumptions
- Work Plan Approach
- Contingency Plan Approach
- Escalation Plan
- Support Requirements
- Proof of Insurance
- Payment Address
- Legal Notice Address
- W-9 Form
- Standard Affirmation and Disclosure Form
- Cost Summary (must be separately sealed)

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

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

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

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

Offeror Description. Each Proposal must include a description of the offeror's capability, capacity, and experience in the industry. The description should include the date the offeror was established, its

leadership, number of employees, and any other background information that will help the State gauge the ability of the offeror to fulfill the obligations of the Contract.

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

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

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

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

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

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

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

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

THE OFFEROR MAY NOT USE THE EXPERIENCE OR QUALIFICATIONS OF A SUBCONTRACTOR TO MEET ANY OF THE ABOVE MANDATORY QUALIFICATIONS OR EXPERIENCE. THESE MUST BE FULFILLED EXCLUSIVELY THROUGH THE QUALIFICATIONS AND EXPERIENCE OF THE OFFEROR. If the offeror seeks to meet any of the other qualifications and experience through a

subcontractor, the offeror must identify the subcontractor by name in the appropriate part of the Offeror Profile Summary Form, in Attachment Seven to this RFP, for each reference.

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

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

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

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

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

- a) Candidate References. If the offeror provides less than three work experiences, the offeror must explain why. The State may reject the Proposal if less than three work experiences are given for a candidate.
- b) Education and Training. The offeror must use this section to list the education and training of the proposed candidate and demonstrate, in detail, the proposed candidate's ability to properly perform under the Contract. The offeror must show how the candidate's education and training relates to the requirements of the RFP.
- c) Mandatory Experience and Qualifications.

The offeror must complete this section to show how a candidate meets the mandatory experience requirements, if any are applicable to that candidate. If any candidate does not meet the mandatory requirements for the position the candidate is proposed to fill, the offeror's Proposal may be rejected as non-responsive.

- d) Required Experience and Qualifications. The offeror must complete this section to show how its candidate meets the experience requirements. (Refer to Attachment Eight.)

For each reference, the offeror must provide the following information:

- Candidate's Name.
- Contact Information. The offeror must provide a client contact name, title, phone number, email address, company name, and mailing address. The offeror also must include the same information for an alternate client contact, in case the State cannot reach the primary contact. Failure to provide this information or providing information that is inaccurate or out of date may result in the State not including the reference in the evaluation process or rejecting the offeror's Proposal. The contact information given must be for a person within the client's

organization and not a co-worker or a contact within the offeror's organization, subsidiaries, partnerships, etc.

- Dates of Experience. The offeror must complete this section with a beginning month and year and an ending month and year to show the length of time the candidate performed the technical experience being described, not just the length of time the candidate worked for the company.
- Description of the Related Service Provided. The State does not assume that, since the technical requirement is provided at the top of the page, all descriptions on that page relate to that requirement. Offerors must reiterate the technical experience being described, including the capacity in which the experience was performed and the role of the candidate in the work as it relates to the Work covered by this RFP. It is the Offeror's responsibility to customize the description to clearly substantiate the candidate's qualification.

The candidate's work 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.

Time Commitment. The offeror must submit a statement and a chart that clearly indicate the time commitment of the proposed Project Manager and the offeror's proposed team members for the Work. The offeror also must include a statement indicating to what extent, if any, the Project Manager may work on other tasks or assignments unrelated to the Work during the term of the Contract. The State may reject any Proposal that commits the proposed Project Manager or any proposed personnel to other assignments during the term of the Work, if the State believes that any such commitment may be detrimental to the offeror's performance.

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

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

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

Contingency Plan Approach. The offeror must fully describe its process for tracking successful completion of the deliverables outlined in the IDA. The offeror must also indicate how it will flag any problems foreseen or anticipated in the delivery of services or deliverables. The offeror must also provide a contingency plan that describes the process that will be used to rectify or alleviate the problems.

Escalation Plan. The offeror must provide an escalation procedure for ODJFS' use in the event state personnel have not received a satisfactory response to problems or missed deadlines. The escalation procedure must include specific Contractor names, titles and phone numbers ODJFS staff may contact within the Contractor's organization to obtain a satisfactory resolution to problems. After Contract award and for the duration of the Contract, the Contractor must update or confirm the accuracy of the escalation contact listing each quarter.

The Escalation Plan must be as complete as possible at the time of submission. It must describe the offeror's proposed organization(s) and management structure responsible for fulfilling the Contract's requirements.

The offeror must also describe the reporting procedures proposed for the successful resolution of the problems. And the offeror must address potential problem areas, recommended solutions to the problem areas and any assumptions used in developing those solutions.

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

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

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

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

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

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

W-9 Form. The offeror must complete the attached W-9 form in its entirety. The offeror must submit at least one originally signed W-9. All other copies of a Proposal may contain copies of the W-9. The offeror must indicate on the outside of the binder which Proposal contains the originally signed W-9.

Standard Affirmation and Disclosure Form. The offeror must complete and sign the Affirmation and Disclosure Form – EO 2011-12K (Attachment Nine) as part of its Proposal.

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 Form in the exact format provided, since the State may reject any Proposal with a reformatted Cost Summary Form or that is not separately sealed. (See: Part Three: General Instructions, Proposal Submittal.)

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

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

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

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

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

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

Term. Unless this Contract is terminated or expires without renewal, it will remain in effect until the Work is completed to the satisfaction of the State and the Contractor is paid. But the current General Assembly cannot commit a future General Assembly to an expenditure. Therefore, this Contract will automatically expire at the end of each biennium, the first of which is June 30, 2015. The State may renew this Contract in the next biennium by issuing written notice to the Contractor of the decision to do so. This expiration and renewal procedure also will apply to the end of any subsequent biennium during which the Work continues, subject to the State's approval. Termination or expiration of this Contract will not limit the Contractor's continuing obligations with respect to Deliverables that the State pays for before or after termination or limit the State's rights in such.

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

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

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

a Change Order under the Changes Section of this Contract, and the extension of time and equitable adjustment will be the exclusive remedies of the Contractor for the State's delay.

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

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

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

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

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

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

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

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

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

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

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

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

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

PART TWO: WORK AND CONTRACT ADMINISTRATION

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

Other Contractors. The State may hold other contracts for additional or related work, including among others independent verification and validation (IV&V) efforts for the Work. The Contractor must fully cooperate with all other contractors and State employees and coordinate its Work with such other contractors and State employees as may be required for the smooth and efficient operation of all related or additional work. The Contractor may not act in any way that may unreasonably interfere with the work

of any other contractors or the State's employees. Further, the Contract must fully cooperate with any IV&V contractor assigned to the Work. Such cooperation includes expeditiously providing the IV&V contractor with full and complete access to all Work product, records, materials, personnel, meetings, and correspondence as the IV&V contractor may request. If the State assigns an IV&V contractor to the Work, the State will obligate the IV&V contractor to a confidentiality provision similar to the Confidentiality Section contained in this Contract. The Contractor must include the obligations of this provision in all its contracts with its subcontractors for the Work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

On written notice, the Contractor will have 30 calendar days to cure any breach of its obligations under this Contract, provided the breach is curable. If the Contractor fails to cure the breach within 30 calendar days after written notice, or if the breach is not one that is curable, the State will have the right to terminate this Contract immediately on notice to the Contractor. The State also may terminate this Contract in the case of breaches that are cured within 30 calendar days but are persistent. "Persistent" in

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Contractor must assume the lead in the areas of management, design, and development of the Work. The Contractor must coordinate the successful execution of the Work and direct all Work activities on a day-to-day basis, with the advice and consent of the ODJFS Contract Manager. The Contractor will

be responsible for all communications regarding the progress of the Work and will discuss with the ODJFS Contract Manager any issues, recommendations, and decisions related to the Work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Ownership of Deliverables. Pursuant to Federal regulations of 45 CFR 95.617, the State shall "have all ownership rights in software or modifications thereof and associated documentation designed, developed or installed with Federal financial participation." The Federal Department of Health and Human Services, Administration for Children and Families reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications, and documentation.

The State owns all Deliverables that the Contractor produces under this Contract, with all rights, title, and interest in all intellectual property that come into existence through the Contractor's custom work being assigned to the State. Additionally, the Contractor waives any author rights and similar retained interests

in custom-developed material. The Contractor must provide the State with all assistance reasonably needed to vest such rights of ownership in the State. The Contractor will retain ownership of all tools, methods, techniques, standards, and other development procedures, as well as generic and preexisting shells, subroutines, and similar material incorporated into any custom Deliverable ("Pre-existing Materials"), if the Contractor provides the non-exclusive license described in the next paragraph.

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

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

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

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

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

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

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

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

- (1) Used or copied for use in or with the computer or computers for which it was acquired, including use at any State installation to which such computer or computers may be transferred;

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

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

PART FOUR: REPRESENTATIONS, WARRANTIES, AND LIABILITIES

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

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

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

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

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

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

PART FIVE: ACCEPTANCE AND MAINTENANCE

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

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

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

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

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

must begin working on a proper solution for the problem immediately after responding and, if requested, provide on-site assistance and dedicate all available resources to resolving the problem.

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

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

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

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

PART SIX: CONSTRUCTION

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

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

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

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

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

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

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

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

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

PART SEVEN: LAW AND COURTS

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

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

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

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

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

Equal Employment Opportunity. The Contractor will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including Ohio Revised Code Section 125.111 and all related Executive Orders.

Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be submitted to the Department of Administrative Services Equal Opportunity Division to comply with the affirmative action requirements. Affirmative Action Verification Forms and approved Affirmative Action Plans can be found by going to the Ohio Business Gateway at: <http://business.ohio.gov/efiling/>.

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

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.

Governing the Expenditure of Public Funds on Offshore Services (EO 2011-12K).

- I. **Executive Order Requirements:** The Contractor affirms to have read and understands Executive Order 2011-12K and shall abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in this Contract.

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

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

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

**ATTACHMENT FIVE
SAMPLE CONTRACT**

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

(CONTRACTOR)

THIS CONTRACT, which results from RFP 0A1107, entitled ODJFS Child Support Systems Applications RFP is between the State of Ohio, through the Department of Administrative Services, on behalf of the Ohio Department of Job and Family Services, and _____ (the "Contractor").

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

1. This document;
2. The RFP, as amended;
3. The documents and materials incorporated by reference in the RFP;
4. The Executive Order, EO 2011-12K incorporated by reference in the RFP;
5. The Contractor's Proposal, as amended, clarified, and accepted by the State; and
6. The documents and materials incorporated by reference in the Contractor's Proposal.

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

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

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

CONTRACTOR

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES

SAMPLE – DO NOT FILL OUT

By: _____

By: Robert Blair

Title: _____

Title: Director

Date: _____

Date: _____

ATTACHMENT SIX

OFFEROR CERTIFICATION FORM

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

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

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

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

Potential Conflicts (by person or entity affected)

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

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

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

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

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

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

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

Signature

Name

Title

Company Name

Company D-U-N-S Number

**ATTACHMENT SEVEN
OFFEROR PROFILE SUMMARY**

OFFEROR MANDATORY REQUIREMENT

Company Name:	Contact Name: (Indicate Primary or Alternate)	
	Contact Title:	
Company Address:	Contact Phone Number:	
	Contact Email Address:	
Work Name:	Beginning Date of Experience Month/Year:	Ending Date of Experience Month/Year:
<i>Similar size and scope information for the referenced project.</i>		
Number of batch Programs:	Number of on-line programs:	
Average number of monthly transactions:	Average number of transactions annually over the past 2 years:	
Peak monthly transaction volume:	Database type (IMS, DB2, VSAM, etc.):	
	Number of databases:	
	Number of tables:	
Peak monthly dollar volume:	Average monthly dollar volume:	
<i>Experience for the referenced project.</i>		
List Related Service Provided:		
<p>Describe how the related service shows the offeror's experience, capability, and capacity to develop the Deliverables or to achieve the Work:</p>		

*** COPY THIS FORM AS MANY TIMES AS NEEDED ***

**ATTACHMENT EIGHT
PERSONNEL PROFILE SUMMARY
(Experience and Qualifications)**

Complete a CANDIDATE REFERENCE FORM for each reference for each key team member

Candidate's Name:

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

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

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

Client Company:	Client Contact Name:	Client Contact Title:	
Client Address:		Client Contact Phone Number: Email:	
Work Name:		Beginning Date of Employment: Month/Year	Ending Date of Employment: Month/Year
Similar size and scope information for the reference.			
Number of batch Programs:		Number of on-line programs:	
Average number of monthly transactions:		Average number of transactions annually over the past 2 years:	
Peak monthly transaction volume:		Data base type (IMS, DB2, VSAM, etc.):	
		Number of databases:	
		Number of tables:	
Peak monthly dollar volume:		Average monthly dollar volume:	
Description of services provided that are in line with those to be provided as part of the Work:			
Description of how client work size and complexity are similar to the Work:			

*** COPY THIS FORM AS MANY TIMES AS NEEDED ***

**ATTACHMENT EIGHT
PERSONNEL PROFILE SUMMARY
(Experience and Qualifications)**

Complete a **CANDIDATE EDUCATION AND TRAINING FORM** for each key team member

Candidate's Name:

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

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

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**ATTACHMENT EIGHT
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
(Experience and Qualifications)**

SENIOR PROJECT MANAGER

Candidate's Name:

Requirement: Experience as the Project Manager on two projects of similar size and scope during the past 60 months with a minimum of one being from initiation to completion.

Company Name:	Contact Name: Primary or Alternate	Contact Title:	
Address:		Contact Phone Number:	
		Email Address:	
Work Name:		Beginning Date of Experience: Month/Year	Ending Date of Experience: Month/Year

Similar size and scope information for the referenced project.

Number of batch Programs:	Number of on-line programs:
Average number of monthly transactions:	Average number of transactions annually over the past 2 years:
Peak monthly transaction volume:	Data base type (IMS, DB2, VSAM, etc.):
	Number of databases:
	Number of tables:
Peak monthly dollar volume:	Average monthly dollar volume:

Senior Project Manager experience for the referenced project.

Description of technical experience, capacity performed, and role that is related to services to be provided for the Work:
Description of how client work size and complexity are similar to the Work:

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**ATTACHMENT EIGHT
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
(Experience and Qualifications)**

SENIOR PROJECT MANAGER

Candidate's Name:

Requirement: Experience on two or more large projects using Microsoft Project in defining tasks and developing project time lines.

Company Name:	Contact Name: Primary or Alternate	Contact Title:	
Address:		Contact Phone Number:	
		Email Address:	
Work Name:	Beginning Date of Experience: Month/Year	Ending Date of Experience: Month/Year	

Similar size and scope information for the referenced project.

Project Management Tool:

Senior Project Manager experience for the referenced project.

Description of technical experience, capacity performed, and role that is related to services to be provided for the Work:

Description of how client work size and complexity are similar to the Work:
--

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**ATTACHMENT EIGHT
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
(Experience and Qualifications)**

SENIOR PROJECT MANAGER

Candidate's Name:

Requirement: Experience with two or more software development methodologies in managing projects of similar size and scope over the past 60 months.

Company Name:	Contact Name: Primary or Alternate	Contact Title:	
Address:		Contact Phone Number:	
		Email Address:	
Work Name:		Beginning Date of Experience: Month/Year	Ending Date of Experience: Month/Year

Similar size and scope information for the referenced project.

Number of batch Programs:	Number of on-line programs:
Average number of monthly transactions:	Average number of transactions annually over the past 2 years:
Peak monthly transaction volume:	Data base type (IMS, DB2, VSAM, etc.):
	Number of databases:
	Number of tables:
Peak monthly dollar volume:	Average monthly dollar volume:

Senior Project Manager experience for the referenced project.

Description of technical experience, capacity performed, and role that is related to services to be provided for the Work:

Description of how client work size and complexity are similar to the Work:
--

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**ATTACHMENT EIGHT
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
(Experience and Qualifications)**

SENIOR PROJECT MANAGER – Desirable Requirement

Candidate's Name:

Desirable Requirement: Minimum of 60 months programming experience.

Company Name:	Contact Name: Primary or Alternate	Contact Title:	
Address:		Contact Phone Number:	
		Email Address:	
Work Name:		Beginning Date of Experience: Month/Year	Ending Date of Experience: Month/Year
Description of technical experience, capacity performed, and role related to services to be provided for the Work:			
Description of how client work size and complexity are similar to the Work:			

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**ATTACHMENT EIGHT
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
(Experience and Qualifications)**

SENIOR PROJECT MANAGER – Desirable Requirement

Candidate's Name:

Desirable Requirement: Experience on one major system development project that required the application of network infrastructure, software utilities and applications for IBM mainframes, Novell, Windows NT or Unix.

Company Name:	Contact Name: Primary or Alternate	Contact Title:	
Address:		Contact Phone Number:	
		Email Address:	
Work Name:	Beginning Date of Experience: Month/Year	Ending Date of Experience: Month/Year	
Description of technical experience, capacity performed, and role related to services to be provided for the Work:			
Description of how client work size and complexity are similar to the Work:			

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**ATTACHMENT EIGHT
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
(Experience and Qualifications)**

SENIOR PROJECT MANAGER – Desirable Requirement

Candidate's Name:

Desirable Requirement: Minimum of 24 months experience in analysis, design and implementation of a large-scale hardware rollout.

Company Name:	Contact Name: Primary or Alternate	Contact Title:	
Address:		Contact Phone Number:	
		Email Address:	
Work Name:		Beginning Date of Experience: Month/Year	Ending Date of Experience: Month/Year
Description of technical experience, capacity performed, and role related to services to be provided for the Work:			
Description of how client work size and complexity are similar to the Work:			

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**ATTACHMENT EIGHT
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
(Experience and Qualifications)**

SENIOR PROJECT MANAGER – Desirable Requirement

Candidate's Name:

Desirable Requirement: Minimum of 24 months experience in Joint Application Design (JAD) or Systems Requirements Definitions (SRD) facilitation in a development environment.

Company Name:	Contact Name: Primary or Alternate	Contact Title:	
Address:		Contact Phone Number:	
		Email Address:	
Work Name:	Beginning Date of Experience: Month/Year	Ending Date of Experience: Month/Year	
Description of technical experience, capacity performed, and role related to services to be provided for the Work:			
Description of how client work size and complexity are similar to the Work:			

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**ATTACHMENT EIGHT
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
(Experience and Qualifications)**

SENIOR PROJECT MANAGER – Desirable Requirements

Candidate's Name:

Desirable Requirement: Bachelor's Degree (or higher) or 36 months training post-secondary education.

This requirement should be reflected in the CANDIDATE EDUCATION AND TRAINING FORM completed for each key team member.

Desirable Requirement: Project Management Institute (PMP) Certification.

To satisfy this requirement, provide verification of the PMP certification.

**ATTACHMENT EIGHT
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
(Experience and Qualifications)**

MAINFRAME PROGRAMMER ANALYST 3

Candidate's Name:

Requirement: Experience as a team lead of lower level programmer analysts on a minimum of one project of similar size and scope within the past 60 months.

Company Name:	Contact Name: Primary or Alternate	Contact Title:	
Address:		Contact Phone Number:	
		Email Address:	
Work Name:		Beginning Date of Experience: Month/Year	Ending Date of Experience: Month/Year

Description of technical experience, capacity performed, and role related to services to be provided for the Work:

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**ATTACHMENT EIGHT
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
(Experience and Qualifications)**

MAINFRAME PROGRAMMER ANALYST 3

Candidate's Name:

Requirement: Experience as a COBOL Programmer on one project of similar size and scope within the past 60 months.

Company Name:	Contact Name: Primary or Alternate	Contact Title:	
Address:		Contact Phone Number:	
		Email Address:	
Work Name:		Beginning Date of Experience: Month/Year	Ending Date of Experience: Month/Year

Description of technical experience, capacity performed, and role related to services to be provided for the Work:

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**ATTACHMENT EIGHT
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
(Experience and Qualifications)**

MAINFRAME PROGRAMMER ANALYST 3

Candidate's Name:

Requirement: Minimum of 36 months experience in IMS database programming.

Company Name:	Contact Name: <small>Primary or Alternate</small>	Contact Title:	
Address:		Contact Phone Number:	
		Email Address:	
Work Name:		Beginning Date of Experience: <small>Month/Year</small>	Ending Date of Experience: <small>Month/Year</small>
Description of technical experience, capacity performed, and role related to services to be provided for the Work:			

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**ATTACHMENT EIGHT
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
(Experience and Qualifications)**

MAINFRAME PROGRAMMER ANALYST 3 – Desirable Requirement

Candidate's Name:

Desirable Requirement: Minimum of 12 months experience using IBM File Manager.

Company Name:	Contact Name: <small>Primary or Alternate</small>	Contact Title:	
Address:		Contact Phone Number:	
		Email Address:	
Work Name:		Beginning Date of Experience: <small>Month/Year</small>	Ending Date of Experience: <small>Month/Year</small>
Description of technical experience, capacity performed, and role related to services to be provided for the Work:			

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**ATTACHMENT EIGHT
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
(Experience and Qualifications)**

MAINFRAME PROGRAMMER ANALYST 3 – Desirable Requirement

Candidate's Name:

Desirable Requirement: Minimum 12 months experience using Application Analyzer.

Company Name:	Contact Name: <small>Primary or Alternate</small>	Contact Title:	
Address:		Contact Phone Number:	
		Email Address:	
Work Name:		Beginning Date of Experience: <small>Month/Year</small>	Ending Date of Experience: <small>Month/Year</small>
Description of technical experience, capacity performed, and role related to services to be provided for the Work:			

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**ATTACHMENT EIGHT
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
(Experience and Qualifications)**

MAINFRAME PROGRAMMER ANALYST 3 – Desirable Requirement

Candidate's Name:

Desirable Requirement: Minimum of 12 months experience using a project management tool (i.e. Project Workbench, Microsoft Project).

Company Name:	Contact Name: Primary or Alternate	Contact Title:	
Address:		Contact Phone Number:	
		Email Address:	
Work Name:		Beginning Date of Experience: Month/Year	Ending Date of Experience: Month/Year

Description of technical experience, capacity performed, and role related to services to be provided for the Work:

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**ATTACHMENT EIGHT
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
(Experience and Qualifications)**

MAINFRAME PROGRAMMER ANALYST 3 – Desirable Requirement

Candidate's Name:

Desirable Requirement: Minimum of 12 months experience using TELON and/or CaseGEN.

Company Name:	Contact Name: Primary or Alternate	Contact Title:	
Address:		Contact Phone Number:	
		Email Address:	
Work Name:		Beginning Date of Experience: Month/Year	Ending Date of Experience: Month/Year
Description of technical experience, capacity performed, and role related to services to be provided for the Work:			

Desirable Requirement: Associate's Degree (or higher).

This requirement should be reflected in the CANDIDATE EDUCATION AND TRAINING FORM completed for each key team member.

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ATTACHMENT EIGHT
PERSONNEL PROFILE SUMMARY

CANDIDATE REQUIREMENTS
(Experience and Qualifications)

TESTING ANALYST 3

Candidate's Name:

Requirement: Experience as a lead tester on a minimum of one project of similar size and scope from testing initiation to final system implementation within the past 60 months.

Company Name:	Contact Name: Primary or Alternate	Contact Title:	
Address:		Contact Phone Number:	
		Email Address:	
Work Name:	Beginning Date of Experience: Month/Year	Ending Date of Experience: Month/Year	
Description of technical experience, capacity performed, and role related to services to be provided for the Work:			

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**ATTACHMENT EIGHT
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
(Experience and Qualifications)**

TESTING ANALYST 3

Candidate's Name:

Requirement: Minimum of 48 months experience developing or overseeing the development of test scenarios.

Company Name:	Contact Name: <small>Primary or Alternate</small>	Contact Title:	
Address:		Contact Phone Number:	
		Email Address:	
Work Name:		Beginning Date of Experience: <small>Month/Year</small>	Ending Date of Experience: <small>Month/Year</small>
Description of technical experience, capacity performed, and role related to services to be provided for the Work:			

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**ATTACHMENT EIGHT
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
(Experience and Qualifications)**

TESTING ANALYST 3 – Desirable Requirements

Candidate's Name:

Desirable Requirement: Minimum 12 months experience testing IMS Systems applications.

Company Name:	Contact Name: Primary or Alternate	Contact Title:	
Address:		Contact Phone Number:	
		Email Address:	
Work Name:		Beginning Date of Experience: Month/Year	Ending Date of Experience: Month/Year
Description of technical experience, capacity performed, and role related to services to be provided for the Work:			

Desirable Requirement: Associate's Degree (or higher).

This requirement should be reflected in the CANDIDATE EDUCATION AND TRAINING FORM completed for each key team member.

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

Governing the Expenditure of Public Funds on Offshore Services

All of the following provisions must be included in all invitations to bid, requests for proposals, state term schedules, multiple award contracts, requests for quotations, informal quotations and statements of work.

This information is to be submitted as part of the response to any of the procurement methods listed.

CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE:

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

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

1. Principal location of business of Contractor:

(Address)

(City, State, Zip)

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

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

2. Location where services will be performed by Contractor:

(Address)

(City, State, Zip)

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

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

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

Governing the Expenditure of Public Funds on Offshore Services

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

(Address)

(Address, City, State, Zip)

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

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

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

(Address)

(Address, City, State, Zip)

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

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

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

Governing the Expenditure of Public Funds on Offshore Services

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

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

By: _____
Bidder/Offeror/Contractor

Print Name: _____

Title: _____

Date: _____

**ATTACHMENT TEN
COST SUMMARY**

This is the cost information that will be used for evaluation purposes.

The following table must be filled in with hourly rates for all of the positions listed. This table contains the hourly rate for the positions that may be used in the IDAs.

Rate Table				
Position Title	Hourly Rate		Weight	Weighted Hourly Rates
Senior Project Manager	\$	X	5	\$
Mainframe Programmer Analyst 3	\$	X	5	\$
Mainframe Programmer Analyst 2	\$	X	5	\$
Mainframe Programmer Analyst 1	\$	X	1	\$
Web Based Programmer Analyst 3	\$	X	5	\$
Web Based Programmer Analyst 2	\$	X	5	\$
Web Based Programmer Analyst 1	\$	X	1	\$
Websphere Programmer Analyst 3	\$	X	1	\$
Websphere Programmer Analyst 2	\$	X	1	\$
Websphere Programmer Analyst 1	\$	X	1	\$
Testing Analyst 3	\$	X	5	\$
Testing Analyst 2	\$	X	5	\$
Testing Analyst 1	\$	X	1	\$
Database Modeler 3	\$	X	1	\$
Database Modeler 2	\$	X	1	\$
Solutions Architect	S	X	5	S
Systems Architect 2	\$	X	5	\$
Systems Architect 1	\$	X	1	\$
Business Analyst 2	\$	X	1	\$
Business Analyst 1	\$	X	1	\$
Senior Business Intelligence Programmer Analyst	\$	X	1	\$
Senior IMS Database Analyst	\$	X	1	\$
Table Total				\$