

REQUEST FOR PROPOSALS

RFP NUMBER: #0A1015
DATE ISSUED: December 28, 2006

The State of Ohio, through the Office of Information Technology, Investment and Governance Division, for the Ohio Department of Education is requesting proposals for:

Education Management Information System Redesign for Longitudinal Data

INQUIRY PERIOD BEGINS: December 28, 2006
INQUIRY PERIOD ENDS: January 26, 2007
OPENING DATE: February 6, 2007
OPENING TIME: 11:00 A.M.
OPENING LOCATION: Office of Information Technology
Contract Management Bid Room
30 East Broad Street, 40th Floor
Columbus, Ohio 43215

PRE-PROPOSAL CONFERENCE DATE: January 11, 2007

This RFP consists of five parts and thirteen attachments, totaling 98 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 Education has asked the Office of Information Technology to solicit competitive sealed proposals ("Proposals") for designing and implementing the Education Management Information System Redesign for Longitudinal Data System (the "Project"), and this RFP is the result of that request.

If a suitable offer is made in response to this RFP, the State of Ohio (the "State"), through the Office of Information Technology, may enter into a contract (the "Contract") to have the selected offeror (the "Contractor") perform all or part of the Project. This RFP provides details on what is required to submit a Proposal for the Project, 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 Project is completed to the satisfaction of the State and the Contractor is paid or September 1, 2009, whichever is sooner.

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

Background. The Education Management Information System is Ohio's primary data collection system for collecting and reporting PK-12 education data. The system was mandated by Section 3301.0714 of the Ohio Revised Code in 1989. Through the Education Management Information System, Ohio's public school districts are required to report student, staff, financial, course and program data to the Ohio Department of Education. These data are used by the Ohio Department of Education to allocate and distribute both state and federal funding to school districts, calculate indicators for state and federal performance accountability purposes and to meet various state and federal program mandates.

When the Education Management Information System was initially developed in 1990, legislative constraints prohibited the Ohio Department of Education from collecting individual student data. As a result, the system had to be designed to process and manage aggregated student data rather than individual student data.

In 1998, new legislation was enacted to enable the Ohio Department of Education to collect unidentifiable individual student data via a unique data verification code. This data verification code was implemented during the 2002-2003 school year and is known as the Statewide Student Identification System.

While changes were made at that time to the Education Management Information System to support the collection of this unidentifiable individual student level data, the structure of the data files and the data reporting functionality of Education Management Information System were not updated or changed to utilize new technologies or processes. Specifically this resulted in:

- Collection and storage of duplicate demographic data across various student data files (Ex. Student Identification Number, gender, race, test results in the testing file. Student Identification Number, gender, race and course data in the course file)
- Continued data storage in flat file formats (rather than a normalized relational database structure) that limit efficient access, management and use of the data for longitudinal analysis and linkages between student and staff data
- Continued restrictions of the collection of data to a weekly batch mode rather than utilizing new technologies and standards to support real time data submissions.

Due to these limitations, the Ohio Department of Education is unable to process and manage statewide student-level data efficiently and its ability to support statewide longitudinal data analysis on student academic growth remains limited. Changes and improvements must be made to the Education Management Information System as accessing, analyzing and using timely and quality data are critical for informing instruction and services and ultimately driving higher achievement for all students.

In November 2005, Ohio was awarded a federal grant by the Institute of Education Sciences – the research and statistical branch of the United States Department of Education – to enhance and improve its education data systems. Utilizing a portion of this funding, the Ohio Department of Education is issuing this RFP to remedy the limitations mentioned above. These funds must be expended by December 1, 2008.

Existing Environment and/or target Environment

Vertical Reporting via Education Management Information System

There are over 600 Ohio public school districts with over 4,000 schools that submit data on approximately 1.8 million students, 160,000 staff members and expenditures and revenues via the Education Management Information System to the Ohio Department of Education. The set of data required to be reported to the Ohio Department of Education via the Education Management Information System is only a subset of what school districts maintain locally. While the data elements and the format of data extracts required to be reported to the Ohio Department of Education via the Education Management Information System are mandated by the Ohio Department of Education (Refer to Chapter 5 of the Education Management Information System Manual at <http://www.ode.state.oh.us/GD/Templates/Pages/ODEPrimary.aspx?page=2&TopicRelationID=1102>), the systems and software applications used by the school districts to enter and store their data locally are not mandated.

Currently, student demographic, attendance, course, assessment and program data for 1.8 million students are extracted and reported utilizing the following student information systems:

- 1.4 million students via Data Analysis for Student Learning (DASL) or Electronic Student Information System (eSIS) software packages.
- .4 million students utilizing a variety of other software packages (list the vendors)

For staff and financial data, the majority (90%) of the regional sites use Uniform School Accounting System and the Uniform Staff Payroll System. The majority of the remaining Regional sites use ACE Software for their financial data.

Additionally, every school district is required to utilize a regional site to assist and support with submitting the Education Management Information System data to the Ohio Department of Education. There are 27 of these regional sites, (23 Information Technology Centers and 4 large city school districts) that are linked through a statewide network to the Ohio Department of Education and provide assistance and support to the public school districts (**See Supplement 3**)

Currently the data are extracted and provided to the Ohio Department of Education in a fixed flat format using state software developed by the State Software Development Team, located at an Information Technology Center, Northwest Ohio Computer Association. The target is to migrate to the use of Extensible Markup Language (XML) and the adoption of the School Interoperability Framework specifications as the data transport standard. A School Interoperability Framework Gap Analysis is currently being conducted to determine the differences between Ohio's required reporting data elements and those currently available and certified in School Interoperability Framework Standards,. The selected offeror will receive the final results of the School Interoperability Framework gap analysis.

Data Storage and Management

The Ohio Department of Education currently has an operational data store that contains detailed student, staff, and financial data for multiple years. However, the current operational data store is not relational in nature, contains data in legacy flat file formats and contains “duplicative” information.

For Existing technologies that should be leveraged refer to System Architecture Specifications in Attachment 10 and Database Standards Supplement 2.

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

- Improve the Education Management Information System reporting from the 27 regional sites to the Ohio Department of Education using School Interoperability Framework standards and infrastructure.
- Allow school district data to be shared more efficiently and effectively with the Ohio Department of Education using School Interoperability Framework standards and infrastructure.
- Design, develop and implement a relational database structure for efficient data validation, maintenance, and retrieval of data.
- Enable the Ohio Department of Education to more efficiently and effectively manage longitudinal student data for operational purposes and decision making.

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

A – Vertical Reporting Infrastructure

- Design, build and implement a statewide infrastructure based on Ohio Schools Interoperability Framework (SIF) specifications or Extensible Markup Language as determined by the results of the Ohio Schools Interoperability Framework Gap Analysis. The statewide infrastructure must provide vertical reporting capabilities between the 27 regional sites and the Ohio Department of Education for required Education Management Information System data. Implementation includes installation of hardware, technical assistance, documentation, knowledge transfer and training at the regional sites and the Ohio Department of Education.
- Design, develop and test Schools Interoperability Framework agents for Electronic Student Information System and Data Analysis for Student Learning software. The data that is extracted must be based on Schools Interoperability Framework specifications or Extensible Markup Language as determined by the results of the Ohio Schools Interoperability Gap Analysis
- Design, develop and test a translation mechanism for converting Education Management Information System data elements that do not use the Electronic Student Information System and the Data Analysis for Student Learning system into Schools Interoperability Framework objects or Extensible Markup Language as determined by the results of the Ohio Schools Interoperability Gap Analysis. This mechanism could be based upon a translation using existing Education Management Information System extract file formats located in Chapter 5 of the Education Management Information System Manual (<http://www.ode.state.oh.us/GD/Templates/Pages/ODE/ODEPrimary.aspx?page=2&TopicRelationID=1102>) or the development of a Schools Interoperability Framework agent.

B. Technical Assistance

- Provide technical assistance and training to the Electronic Student Information System and Data Analysis for Student Learning vendors to enable them to update, enhance and maintain the Schools Interoperability Framework Agents required to provide data in a Schools Interoperability Framework compatible or Extensible Markup Language format to the Education Management Information System.
- Provide technical assistance and training the State Software Development Team to enable them to update, enhance and maintain the translation mechanism required to provide data per the most recent Schools Interoperability Framework or Extensible Markup Language format to the Education Management Information System.

C. Operational Data Store Design, Implementation, and Historical Data Conversion

- Design, develop, and implement a fully relational Operational Data Store to store and manage Education Management Information System data. Convert and migrate historical Education Management Information System data (beginning with 2002-2003 school year) into the new Operational Data Store. The Operational Data Store design, development and implementation will require a collaborative effort between the Contractor and the Ohio Department of Education staff. The Contractor is responsible for providing all documentation.

D. Project Management

- Provide overall project management for the tasks and deliverables required under this Contract, including the day-to-day management of its staff. The project management methodology used by the Contractor should include industry best practices and the functions of the 9 Project Management Knowledge Areas contained in the Project Management Institute's Project Management Body of Knowledge (PMBOK). Throughout the Project, the Contractor must employ ongoing project management techniques to ensure a comprehensive Project Plan is developed, executed, monitored, reported on, and maintained.

Out of Scope

- School districts, if they choose, may also leverage this infrastructure to enhance and improve their horizontal data sharing between applications, between buildings within a district as well as between districts statewide. However, horizontal data sharing is out of scope for this project.
- Any reengineering, expansion or population of the Ohio Department of Education's Data Warehouse is not in scope.

Mandatory Requirement Overview. The first table lists the offeror's mandatory requirements. If the offeror meets all the mandatory requirements, the offeror's Proposal will be included in the next part of this evaluation phase in the second table.

Mandatory Requirements	Reject	Accept
Within the last 3 years, the offeror served as the Prime Contractor or Sub-Contractor responsible for the successful implementation of at least one statewide project that resulted in a vertical reporting system that was based on School Interoperability Framework specifications and School Interoperability Framework certified products (vertical reporting must be between a Local Education Agency or Regional Center, and a State Education Agency).		

Calendar of Events. The schedule for the RFP process and Project 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 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 Project 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:	December 28, 2006
Inquiry Period Begins:	December 28, 2006
Pre-Proposal Conference Date:	January 11, 2007 2:00 p.m.
Inquiry Period Ends:	January 26, 2007 at 8:00 a.m.
Proposal Due Date:	February 6, 2007 at 11:00 a.m.

Estimated Dates

Award Date:	March 2007
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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 thirteen attachments. The parts and attachments are listed below. There also is 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 Project Requirements and Special Provisions
- Attachment Three Requirements for Proposals
- Attachment Four General Terms and Conditions
- Attachment Five Sample Contract
- Attachment Six Sample Deliverable Submittal and Acceptance Form (Deliverable Sign-Off Form)
- Attachment Seven Contractor Performance Form
- Attachment Eight Offeror Profile Summary
- Attachment Nine Personnel Profile Summary
- Attachment Ten System Architecture Specifications
- Attachment Eleven Ohio Current Software Vendors
- Attachment Twelve Glossary
- Attachment Thirteen Cost Summary

Supplements:

- Supplement One W-9 Form
- Supplement Two Database Standards
- Supplement Three ITC Statistics for LDS RFP
- Supplement Four GAP Analysis – Student Records
- Supplement Five GAP Analysis – Staff Records
- Supplement Six GAP Analysis – Building_District Records

PART THREE: GENERAL INSTRUCTIONS

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

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

Procurement Representative:

Cyrus Carter
Acquisition Analyst
Office of Information Technology
Acquisition Management Office
30 East Broad Street, 39th Floor
Columbus, Ohio 43215

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

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

- Access the State 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. However, 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 will as exceptions to the terms and conditions of this RFP.

Pre-Proposal Conference. The State will hold a Pre-Proposal Conference on January 11, 2007 at 2:00 p.m., in the Lobby Hearing room, of the Rhodes State Office Tower building, 1st floor, Columbus, Ohio 43215. The purpose of this conference is to discuss the RFP and the Project with prospective offerors and to allow them to ask questions arising from their initial review of this RFP.

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

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

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

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

After the Proposal due date, the State will distribute amendments only to those offerors whose Proposals are under active consideration. When the State amends the RFP after the Proposals due date, the State will permit offerors to withdraw their Proposals within five business days after the amendment is issued. This withdrawal option will allow any offeror to remove its Proposal from active consideration should the offeror feel that the amendment changes the nature of the transaction so much that the offeror's Proposal is no longer in its interests. 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 eight complete and signed copies of the technical section of the Proposal, and the package with the cost section also must be sealed and contain two complete and signed copies of the cost section of the Proposal. Further, the offeror must mark the outside of each package with either "Education Management Information System Redesign for Longitudinal Data RFP – Technical Proposal" or "Education Management Information System Redesign for Longitudinal Data RFP – Cost Summary," as appropriate.

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

Proposals are due no later than 11:00 a.m. on the Proposal due date. Proposals submitted by email, fax or other electronic means are not acceptable, and the State may reject them. Offerors must submit their Proposals to:

Office of Information Technology
Contract Management Bid Room
30 East Broad Street, 40th Floor
Columbus, Ohio 43215

The State may reject any Proposals or unsolicited modifications that it receives after the deadline. An offeror that mails its Proposal must allow for adequate mailing time to ensure its timely receipt. Offerors also must allow for potential delays due to increased security. The Ohio Building Authority has stationed x-ray equipment on the Rhodes Tower loading dock and uses it to x-ray in-coming deliveries and mail. Loading dock hours are from 7:00 am to 5:00 pm, Monday through Friday, excluding State holidays. No deliveries will be accepted before or after these hours without prior arrangements. Further, all deliveries to Rhodes Tower must be made through the loading dock, where they will be scanned and tagged. Any visitors attempting to bring packages through the Rhodes Tower lobby that cannot be opened for inspection will be redirected to the loading dock to have their packages scanned and tagged. Offerors must allow sufficient time for this additional security process, since the State may reject late Proposals regardless of the cause for the delay.

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

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

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

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

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

All Proposals and other material that offerors submit will become the property of the State and may be returned only at the State's option. Offerors should not include any proprietary information in a Proposal or other material submitted as part of the evaluation process, because the State will have the right to use any materials or ideas submitted in any Proposal without compensation to the offeror. Additionally, all Proposals will be open to the public after the State has awarded the Contract.

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

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

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

Changes to Proposals. The State will allow modifications or withdrawals of Proposals only if the State receives them before the Proposal due date. No modifications or withdrawals will be permitted after the 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 Project, cancels this RFP for any reason, or contracts for the Project 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 all work related to the Project and keep all State data at the location(s) disclosed in the offeror's Proposal. If Attachment Two contains any restrictions on where the work may be done or where any State data may be kept, the State may reject any Proposal that proposes to do any work or make State data available outside of those geographic restrictions.

PART FOUR: EVALUATION OF PROPOSALS

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

Rejection of Proposals. The State may reject any Proposal that is not in the required format, does not address all the requirements of this RFP, objects to the terms or conditions of this RFP, or that the State determines is excessive in price or otherwise not in the State's interests to accept. In addition, the State may cancel this RFP, reject all the Proposals, and seek to do the Project 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. Request 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 interests. The State may reject any clarification that is non-responsive or broader in scope than what the State requested. If the State does so, or if the offeror fails to respond to the request for clarification, the State then may request a corrected clarification, consider the offeror's Proposal without the clarification, or disqualify the offeror's Proposal.

Corrections and clarifications must be completed off State premises.

Initial Review. The Procurement Representative will review all Proposals for their format and completeness. The State normally rejects incomplete or incorrectly formatted Proposals, though the State may waive any defects or allow an offeror to submit a correction, if the State believes doing so would not result in an unfair advantage for the offeror and it is in the State's interests. 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 Project or the advice or evaluations of various State personnel that have subject matter expertise or an interest in the Project. The State may adopt or reject any recommendations it receives from such reviews and evaluations or give them such weight as the State believes is appropriate.

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

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

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

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

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 on the Project that collectively meets all the team requirements. However, 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 Project team must meet at least one of the requirements.

This RFP asks for responses and submissions from offerors, most of which represent components of the requirements in Attachment One. While each requirement represents only a part of the total basis for a decision to award the Contract to an offeror, a failure by an offeror to make a required submission or meet a mandatory requirement normally will result in a rejection of that offeror's Proposal. The value assigned to each requirement 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 interests, the State may continue to consider the highest-ranking Proposals despite their failure to meet all the mandatory requirements. In doing this, the State may consider one or more of the highest-ranking Proposals. The State may not consider any lower-ranking Proposals unless all Proposals ranked above it are also considered, except as provided below.

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

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

Cost Evaluation. Once the technical merits of the Proposals are considered, the State may consider the costs of one or more of the highest-ranking Proposals. It is within the State's discretion to wait until after any interviews, presentations, and demonstrations to evaluate costs. Also, before evaluating the technical merits of the Proposals, the State may do an initial review of costs to determine if any Proposals should

be rejected because of excessive cost. Further, the State may reconsider the excessiveness of any Proposal's cost at any time in the evaluation process.

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

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

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

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

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

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 that an offeror identifies by name in its Proposal as a member of its proposed team. The State will not award the Contract to an offeror that it determines is not responsible or that has proposed candidates or subcontractors to work on the Project 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 Project. If the State believes the offeror's financial ability is inadequate, the State may reject the offeror's Proposal despite its other merits.

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

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

The State may consider the quality of an offeror's and its candidates' and subcontractors' references as part of the technical evaluation phase, as well as in the State's determination of the offeror's responsibility. The State also may consider the information it receives from the references in weighing any requirement contained in the technical evaluation phase, if that information is relevant to the requirement. In checking an offeror's or any of its proposed candidates' or subcontractors' references, the State will seek information that relates to the offeror's previous contract performance. This may include performance with other governmental entities, as well as any other information the State deems important for the successful operation and management of the Project 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 that an offeror submit audited financial statements for up to the past three years, if the State is concerned that an offeror may not have the financial ability to carry out the Contract. Also, the State may consider financial information other than the information that this RFP requires as part of the offeror's Proposal, such as credit reports from third-party reporting agencies.

Contract Negotiations. The final phase of the evaluation process may be contract negotiations. It is entirely within the discretion of the State whether to permit negotiations. An offeror must not submit a Proposal assuming that there will be an opportunity to negotiate any aspect of the Proposal, and any Proposal that is contingent on the State negotiating with the offeror may be rejected. The State 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. Unless the State agrees otherwise in writing, the offeror must draft and sign the written changes and submit them to the State within five business days. If the State accepts the changes, the State will give the offeror written notice of the State's acceptance, and the negotiated changes to the successful offer will become a part of the Contract.

Failure to Negotiate. If an offeror fails to provide the necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the State may terminate negotiations with that offeror and seek such 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 Project is in its best interests and has not changed the award date.

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

Included with this RFP, as Attachment Five, is a sample of the Contract for the RFP. The State will issue two originals of the Contract to the Contractor proposed for award. That 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 ten 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. The State also may seek such other remedies as may be available to the State in law or in equity for the selected offeror's failure to perform under the Contract.

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

1. This RFP, as amended;
2. The documents and materials incorporated by reference in the RFP;
3. The Contractor's Proposal, as amended, clarified, and accepted by the State; and
4. 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 Office of Information Technology must sign any change order or amendment to the Contract.

ATTACHMENT ONE: EVALUATION CRITERIA

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

Evaluation Criteria.

The first table list's the offeror's mandatory requirements. If the offeror meets all the mandatory requirements, the offeror's Proposal will be included in the next part of this evaluation phase in the second table.

Mandatory Requirements	Reject	Accept
Within the last 3 years, the offeror served as the Prime Contractor or Sub-Contractor responsible for the successful implementation of at least one statewide project that resulted in a vertical reporting system that was based on School Interoperability Framework specifications and School Interoperability Framework certified products (vertical reporting must be between a Local Education Agency or Regional Center, and a State Education Agency).		

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:

Criteria	Percent	Points
Offeror	10	100
Staff	30	300
Plans and Approach	30	300
Cost	30	300
Total Points:	100.0	1000

Criteria	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
OFFEROR (10%)					
Offeror Profile	2	0	5	7	9
Within the last 5 years, served as the Prime Contractor or Sub Contractor responsible for the successful implementation of at least three projects that resulted in district/county-level reporting for multiple schools and data systems based on School Interoperability Framework specifications and SIF certified products.	10	0	5	7	9
The offeror must currently be an active member of the School Interoperability Framework Association and must have been a member for the past 2 years. The offeror must provide a letter from the Schools Interoperability Framework Association indicating the offeror's level of participation in the organization.	9	0	5	7	9

Project Team Requirements	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
STAFF (30%)					
The offeror must submit a project team that collectively meets all the Project Team requirements. The experience of multiple candidates may NOT be combined to meet a single requirement. Previous experience of the candidate submitted for Project Manager may not be used to meet these requirements. Each candidate proposed for the project team must meet at least one of the requirements.					
Project Manager Requirements					
Experience as the Project Manager for at least 3 System Integration Projects. At least 1 project must have been a School Interoperability Framework Vertical Reporting Project.	9	0	5	7	9
Project Management Professional (PMP) certification from the Project Management Institute (PMI).	5	0	5		
Experience using Microsoft Project or Microsoft Project Server to manage a minimum of 2 data collection and reporting Projects of similar size, scope and complexity to this Vertical Reporting Project.	3	0	5	7	9
Project team					
Minimum of one project where the candidate was responsible for analysis and requirements definition for a Schools Interoperability Framework data collection and reporting project of similar size, scope, and complexity to this project.	10	0	5	7	9
Minimum one project where the candidate was responsible for design and development of School Interoperability Framework vertical reporting infrastructure of similar size, scope, and complexity to this project.	10	0	5	7	9
Minimum 3 projects where the candidate was responsible for design and development of School Interoperability Framework Agents.	10	0	5	7	9
Minimum of 3 projects where the candidate was responsible for configuring, developing, or customizing School Interoperability Framework Agents. The candidate must have been responsible for each of these responsibilities but not necessarily on the same project.	6	0	5	7	9
Minimum of 3 projects where the candidate	6	0	5	7	9

was responsible for customizing, configuring and deploying Zone Integration Servers.					
Minimum of 2 projects of similar size, scope and complexity to this Vertical Reporting Project where the candidate was responsible for designing and modeling relational databases	9	0	5	7	9
Minimum 24 months experience designing and modeling relational databases using Erwin 4.1 and Model Mart Repository.	6	0	5	7	9
Minimum of 48 months experience as an Oracle Database Administrator. At least 8 months experience must have been Oracle 10g.	8	0	5	7	9
Experience designing and modeling the relational database for at least 1 School Interoperability Framework Implementation Project.	7	0	5	7	9
At least one candidate must have experience as a test coordinator for a minimum of 3 System Integration Projects. One of the Projects must be a School Interoperability Framework Implementation Project.	5	0	5	7	9
Experience testing database design and data flow on at least 3 System Integration Projects. One of the Projects must be a School Interoperability Framework Implementation Project of similar size, scope and complexity to this Vertical Reporting Project	6	0	5	7	9
At least one candidate must have been responsible for the full spectrum of system testing throughout a minimum of 3 software development projects.	3	0	5	7	9
Experience using automated testing tool(s) on at least 3 System Integration Projects. One of the Projects must be of similar size, scope and complexity to this Vertical Reporting Project.	2	0	5	7	9
Experience using defect tracking tool(s) on at least 3 System Integration Projects. One of the Projects must be of similar size, scope and complexity to this Vertical Reporting Project.	5	0	5	7	9
Minimum of 3 projects where the candidate was responsible for developing training materials directed at technical staff for a project of similar complexity to this project.	6	0	5	7	9
Minimum of 3 projects where the candidate was responsible for conducting training for	6	0	5	7	9

technical staff for a project of similar complexity to this project. At least one project must have required training in preparation for a Schools Interoperability Framework implementation.					
PLANS AND APPROACH (30%)					
Proposed Solution	10	0	5	7	9
Staffing Plan	10	0	5	7	9
Project Plan	10	0	5	7	9
Work Plans					
Analysis and Requirements Definition	10	0	5	7	9
Design	10	0	5	7	9
Develop and Unit Test	5	0	5	7	9
Test	10	0	5	7	9
Data Conversion	10	0	5	7	9
System Implementation, Training and Technical Assistance	10	0	5	7	9
Post Implementation	5	0	5	7	9

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

Criteria	Percentage
Technical Proposal	70%
Cost Summary	30%

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

The offeror with the highest point total for each section will receive the maximum points for that section. The remaining offerors will receive a percentage of the maximum points available based upon the following formulae:

Offeror Points = (Offeror's Offeror Points / Highest Number of Offeror Points Obtained) X 100.

Staff Points = (Offeror's Staff Points / Highest Number of Staff Points Obtained) x 300.

Plan and Approach Points = (Offeror's Plan and Approach Points / Highest Number of Plan and Approach Points Obtained) x 300.

Cost Points = (Lowest NTEFP / Offeror's NTEFP) x 300, Where NTEFP is the Total Not to Exceed Fixed Price.

Total Points = Offeror Points + Staff Points + Plan and Approach Points + Cost Points.

ATTACHMENT TWO: PROJECT REQUIREMENTS AND SPECIAL PROVISIONS

PART ONE: PROJECT REQUIREMENTS

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

A glossary of project definitions has been included as Attachment Twelve. The glossary contains definitions for deliverables required in the scope of work.

Scope of Work. The State will provide oversight for the entire Project, but the Contractor must provide overall project 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 working on the Project. The Contractor must provide all administrative support for its staff and activities. Throughout the Project, the Contractor must employ ongoing project management techniques to ensure a comprehensive Project Plan is developed, executed, monitored, reported on, and maintained.

The Contractor must provide one fulltime functional Contractor Project Manager throughout the Project lifecycle. This Project Manager must be available to attend meetings held at the Ohio Department of Education or a site agreed upon by the Ohio Department of Education.

The Contractor must employ the proposed Project Manager as a regular, fulltime employee on the Proposal submission date and through acceptance of the Project. Additionally, the Contractor's full-time regular employees must perform at least 30% of the work required to complete the Project. The Contractor may use its personnel or subcontractor personnel to meet the remaining 70% of the work.

The State will provide staff, as it deems appropriate, to perform Project monitoring, will participate in quality assurance and configuration management tasks, and will participate in Project reviews. The State's technical staff is expected to assume increasing support roles throughout the Project phases and will assume full maintenance responsibility of the completed Project following the warranty period and any optional maintenance periods.

1. Analysis and Requirements Definition

The Contractor must review and analyze the most recent Schools Interoperability Framework specifications (<http://www.sifinfo.org/>), the Ohio Schools Interoperability Framework Gap Analysis, the Database Standards document (Supplement 2), the Ohio Department of Education System Architecture Specifications (Attachment 10), and the Education Management Information System file formats from Chapter 5 of the Education Management Information System Manual (<http://www.ode.state.oh.us/GD/Templates/Pages/ODE/ODEPrimary.aspx?page=2&TopicRelationID=1102>) to inform the final requirements.

a. Vertical Reporting

The Contractor must conduct an analysis or assessment of:

- Existing hardware environments at the 27 regional sites and the Ohio Department of Education.
- Software applications used by the school districts to enter and manage data that are then submitted to the Ohio Department of Education via Education Management Information System.
- Dataflow between the regional sites and the Ohio Department of Education to include the ability of districts to verify the data prior to submission to the Ohio Department of Education
- Technical qualifications of current staff at the 27 regional sites and the Department of Education.
- Ohio's Statewide Student Identifier system specifically, assigning the Statewide Student Identifier to the data for vertical reporting.

The analysis or assessment must result in final requirements for:

- A translation mechanism for converting Education Management Information System data elements that do not use the Electronic Student Information System and the Data Analysis for Student Learning system into Schools Interoperability Framework objects or Extensible Markup Language as determined by the results of the Ohio Schools Interoperability Gap Analysis. This mechanism could be based upon a translation mechanism using Education Management Information System file formats from Chapter 5 of the Education Management Information System Manual (<http://www.ode.state.oh.us/GD/Templates/Pages/ODE/ODEPrimary.aspx?page=2&TopicRelationID=1102>) or the development of a Schools Interoperability Framework agent.
- Zone Integration Server hardware and software for Zone Integration Servers and agents, based on most recent version of the School Interoperability Framework specification, needed for successful implementation of the new vertical reporting structure.
- Training the current staff at the 27 regional sites and the Department of Education.
- Ensuring that the Statewide Student Identifier is properly assigned to the data transmitted to the Ohio Department of Education for vertical reporting.

b. Student Information Systems

The Contractor must conduct an analysis of the two major student information system software packages, the Electronic Student Information System and Data Analysis for Student Learning. The analysis must result in final requirements for Schools Interoperability Framework Agents for the Electronic Student Information System and Data Analysis for Student Learning software. The data that is extracted must be based on the most recent Schools Interoperability Framework specifications or Extensible Markup Language as determined by the results of the Ohio Schools Interoperability Framework Gap Analysis. The analysis must also describe what technical assistance the Contractor will provide to these vendors

c. Operational Data Store

The Contractor must conduct an analysis of the Ohio-specific Schools Interoperability Framework specifications, the existing Education Management Information System data requirements and Ohio's high-level data model. The Contractor must review the legacy data structures at the Ohio Department of Education. The analysis and review must result in requirements for the new Operational Data Store structure.

Final system requirements for vertical reporting, student information systems and the operational data store must be documented within the System Requirements Specification deliverable.

Analysis and Requirements Deliverables

- a. System Requirements Specification
- b. Support Expectations Document
- c. Requirements Traceability Matrix
- d. Use Cases
- e. Technical Assistance Plan

2. Design

Based on the approved requirements determined during the analysis phase of the project, the Contractor must provide:

a. Vertical Reporting Infrastructure Design

The design must include:

- A description of what the "statewide education data system" will look like and how it will operate. The description should include high-level data flow patterns and the boundaries between the 27 regional sites and the Department of Education
- A translation mechanism for converting Education Management Information System data elements into Schools Interoperability Framework elements and objects for districts not using the Electronic Student Information System or Data Analysis for Student Learning for their student information system and for other Education Management Information

System data sources (such as HR, Accounting systems). This mechanism could be based upon a translation using Education Management Information System file formats from Chapter 5 of the Education Management Information System Manual (<http://www.ode.state.oh.us/GD/Templates/Pages/ODE/ODEPrimary.aspx?page=2&TopicRelationID=1102>) or the development of a Schools Interoperability Framework agent.

- Zone Integration Server software and School Interoperability Framework Agents in accordance with Ohio's specific School Interoperability Framework to report data from the 27 regional sites to the Ohio Department of Education
- Use of and interface with Ohio's Statewide Student Identifier system

b. Student Information Systems Design

The design must include Schools Interoperability Framework agents to integrate the existing student information systems, Electronic Student Information System and the Data Analysis for Student Learning system. The design must address how student demographic, attendance, course, assessment and program data will be provided according to the most recent Schools Interoperability Framework specification and the Ohio School Interoperability Framework Gap Analysis.

c. Operational Data Store Design

Design of the Operational Data Store will require a collaborative effort between the Contractor and the Ohio Department of Education staff. The design must include:

- Data flow into the new Operational Data Store
- A comprehensive data model that:
 - encompasses all data required by the Education Management Information System
 - encompasses all data elements in the Ohio Schools Interoperability Framework profile
- A data model compliant with the Ohio Department of Education's database standards (Attachment 2), including but not limited to:
 - Data models will be developed in ERwin 4.1.
 - Logical data models must be created first to represent the data of the business unit.
 - Physical models should be generated by ERwin, with manual modifications and additions added after the automatic conversion.
 - Logical entity and attribute names must conform to specific construction rules (e.g., table names in singular form, all attribute names end in a "class word"/domain name)
 - Logical names will be converted to abbreviated names by ERwin using an automated glossary.
 - All logical entities and attributes must have well defined description metadata to facilitate creation of a data dictionary.
 - All new physical data models should be targeted towards the Oracle 10g R2 database.
- The Extensible Markup Language schema for transferring required Education Management Information System data.

Design Deliverables

- a. System Architecture Diagram
- b. High-Level Design Document
- c. Detailed Design Document- remember the part about this being a living document
- d. Data Model – this, too.

3. Develop and Unit Test

Prior to Unit Testing, the Contractor must provide a Unit Test Plan.

Based on the approved design, the Contractor must address:

a. Vertical Reporting and Student Information Systems

Develop and Unit Test a Vertical Reporting infrastructure that includes:

- A translation mechanism for converting Education Management Information System data elements into Schools Interoperability Framework elements and objects for districts not

using the Electronic Student Information System or the Data Analysis for Student Learning system for their student information system and for other Education Management Information System data sources (such as HR, Accounting systems). This mechanism could be based upon a translation using Education Management Information System file formats from Chapter 5 of the Education Management Information System Manual

(<http://www.ode.state.oh.us/GD/Templates/Pages/ODE/ODEPrimary.aspx?page=2&TopicRelationID=1102>) or the development of a Schools Interoperability Framework agent.

- Configuration and customization of Zone Integration Server software at the 27 regional sites and at the Ohio Department of Education
- Development or customization of School Interoperability Framework agents for the existing student information systems, Electronic Student Information System and Data Analysis for Student Learning, that integrates into the vertical reporting infrastructure.
- Development or customization of School Interoperability Framework Agents at the Ohio Department of Education and the 27 regional sites necessary to receive from and share data between all entities.
- Use of and interface with Ohio's Statewide Student Identifier system

b. Operational Data Store

The Contractor must use the approved data model to develop the Operational Data Store according to the Ohio Department of Education System Architecture Specifications (Attachment 10) and the Ohio Department of Education Database Standards (Supplements 2). The data store must have the capacity to encompass all data required by the Education Management Information System and all data elements in the Ohio Schools Interoperability Framework profile.

The Data Store must have the capacity to accommodate three years of legacy data and 20% future growth (capacity and performance).

The Contractor must develop and unit test the Operational Data Store within the Ohio Department of Education DBMS environment as described in Attachment 10.

Draft User Manuals. The Contractor must prepare a user manual for the system. The user manual must address how the 27 regional sites, State Software Development Team and the Ohio Department of Education will use and operate the Zone Integration Server and Schools Interoperability Framework agent software. The Contractor must also provide, for the Education Management Information System Manual, the Extensible Markup Language schema for all reported Education Management Information System objects/elements.

The Contractor will be responsible for the production and distribution of all user documentation updates in a timely manner. The following are minimum requirements for user documentation:

- User manuals must be created separately with distinct information as appropriate for each of the 27 regional sites, State Software Development Team, as well as for the Ohio Department of Education.
- One paper copy using 8-1/2" x 11" pages in three-ring (3) binder form, pages numbered within each section, and a revision date on each page. Revisions must be clearly identified in bold print;
- Created and maintained in Microsoft Office 2000 Suite or higher and provided on diskette or CD;
- User manuals must contain a table of contents and an index;
- User documentation must be written in a procedural, step-by-step format and include illustrations of windows and screens;
- Descriptions of error messages and steps to correct such errors;

- All functions and supporting material for file maintenance (for example, coding values for fields) must be presented together and the files presented as independent sections of the manual;

Development Deliverables

- a. Unit Test Plan
- b. Unit Test Defects Tracking Log
- c. Draft User Manuals

4. Test

Prior to initiating testing, the Contractor must provide a Master Test Plan that addresses System and Integration, Load and Stress, User Acceptance, and Parallel Testing for the Vertical Reporting System. The Master Test Plan must ensure:

- Stability of the hardware and software;
- Capacity and scalability of the hardware and software;
- Functionality of the software
- Reliability and correctness of the software
- The accuracy of the input and output provided by the hardware and software at each of the 27 regional sites and the Ohio Department of Education.
- Confidentiality of student and staff information
- Test case scenarios and scripts
- Secure transfer protocols for data exchange
- Ability of the proposed solution to handle power outages or interruptions in service, or other loss to the system including the ability to recover data.
- The accuracy of the input and output provided by the Operational Data Store. This will include but not be limited to:
 - Identify, assess and report on keys
 - Identify, assess and report on Referential Integrity and Referential Action rules
 - Create data model assessment report

The Contractor must execute the approved Master Test Plan and document the results in a Master Test Plan Results document.

System and Integration Test: The Contractor must conduct system and integration testing of the Vertical Reporting Infrastructure, the Schools Interoperability Framework Agents for the Student Information Systems, the Translation Mechanism for other source data, and the Operational Data Store. System and integration testing must ensure that the system functions as designed after development and modification of its components and that all components of the system are exchanging data correctly.

Load and Stress Test: The Contractor must conduct load and stress testing to determine performance levels under expected system loading conditions with production-sized databases. Load and stress testing must also be conducted to evaluate how the system performs under maximum stress conditions and to determine the maximum capacity within specified performance levels. The results of the load test may also result in re-work and system tuning if specified performance levels are not met.

User Acceptance Test (UAT): The UAT demonstrates that the Contractor is ready to provide the system to the State for testing. The primary purpose of UAT is to validate that the user requirements, as defined in the Software Requirement Specification, are met. Users will verify the operability of the system and verify all functional areas and output data. System performance will also be evaluated against the performance requirements specified in the SRS. The entire system will be tested before start of operations. The State must approve any modifications to the system.

Parallel Testing: The Contractor must conduct parallel testing to ensure that the new system is ready to provide vertical reporting of Education Management Information System data. This will be executed by utilizing existing Education Management Information System data

submission opportunities by ITCs to ensure accuracy of Education Management Information System processing at sites representing the Data Analysis for Student Learning system, the Electronic Student Information System, and a site without the Data Analysis for Student Learning system or the Electronic Student Information System. At a minimum, these tests will be conducted during the FY08 October, February, and year-end (May - July) reporting periods. Currently the Education Management Information System collects student level data for the last building attended. The new vertical reporting system will be collecting student level data for each building attended and it will be necessary to aggregate this data to the district level in order to validate accuracy with the current Education Management Information System submission requirements. For FY07 Education Management Information System processing opportunities by reporting period see Processing Schedules at <http://www.ode.state.oh.us/GD/Templates/Pages/ODE/ODEPrimary.aspx?Page=2&TopicID=1102&TopicRelationID=755>

Defect Resolution: The Contractor must track and correct any defects that arise during testing. The Contractor must resolve all defects prior to system implementation. All defects and their resolutions must be documented and tracked in a Defects Tracking Log.

Test Deliverables

- a. Master Test Plan
- b. Master Test Plan Results
- c. Defects Tracking Log

5. Data Conversion

The data conversion process will be a collaborative effort between the Contractor and the Ohio Department of Education staff. Prior to converting the data, the Contractor must provide a Data Conversion Plan.

The Data Conversion Plan must include a process and strategy for converting historical Education Management Information System data from the legacy system structure into the new Operational Data Store. The process must:

- Provide detailed data conversion documentation including data conversion rules, field mappings, issues that may be encountered, and proposed actions to be taken during conversion
- Establish rules to resolve data issues
- Create methods to correct erroneous data

The Contractor must perform a pre-conversion test designed to verify that the conversion program is reliable and accurately reflect the source data through the review of random batches and ensures that the data conversion process completely imports the converted historical data. Once the Contractor certifies that the test is successful and the Ohio Department of Education approves the test results, the Contractor may perform the full conversion.

The Contractor must convert the historical Education Management Information System data to the new Operational Data Store structure ensuring a minimum of disruption to work efforts required of Department of Education staff. This effort must include

- Extracting and cleansing data from legacy systems
- Mapping to and populating the data store
- Verifying that the data is imported completely and accurately reflects the source data

The Contractor must convert legacy system data electronically. Where legacy system data can not be electronically converted, the Contractor must provide manual entry.

The Contractor must provide a Data Conversion Results document that provides conversion statistics for all phases of the conversion of the Ohio Department of Education's legacy system data. The format of

this document will be mutually agreed upon by the Contractor and the Department of Education during the data conversion planning effort.

Conversion Deliverables

Data Conversion Plan
Pre-Conversion Test Results
Data Conversion Results

6. System Implementation, Training, and Technical Assistance

The Department of Education will maintain and support the current Education Management Information System until implementation is complete.

Implementation

Prior to beginning implementation of the vertical reporting system, the Contractor must provide an approved Implementation Plan to implement the system in the 27 regional sites and at the Ohio Department of Education. The plan must address how the contractor will:

- Configure and deploy Zone Integration Server hardware and software and the School Interoperability Framework Agents.
- Configure and deploy Translation Mechanism(s) for converting Education Management Information System data elements to Schools Interoperability Framework objects or Extensible Markup Language.
- Configure and deploy the operational data store.
- Schedule and deliver training and technical assistance.
- Accomplish technical preparation and system changeover;
- Identify the process to accommodate Schools Interoperability Framework and legislative updates and changes during implementation.
- Mitigate risks and provide contingencies to reduce any complications that arise during implementation.

The Contractor must implement the system in the 27 regional sites and at the Ohio Department of Education. Additionally, the Contractor must provide the Final User Manual and the System Administration Guide.

For system acceptance by the State, the Contractor must complete a successful performance period (see Standards of Performance and Acceptance in Attachment 4). To initiate the performance period, the Contractor must complete the implementation and training tasks and submit the Implementation Certification Document.

The Implementation Certification Document must certify that the system is ready for production. The Certification Document must confirm at a minimum:

- All regional sites and the Department of Education are operational
- All required training activities have been completed;
- Data conversion has been accepted;
- All user and system supports are in place;
- The Operational Data Store is ready.

The performance period must begin by July 1, 2008.

Implementation Deliverables

Deployment Strategy and Plan
Final User Manual
System Administrator Guide to include but not be limited to:
 Support documentation for Zone Integration Servers
 Support documentation for Agents
Release Readiness Review
Development of an implementation activities check list

Implementation Certification Document

Training

Prior to conducting training on the system, the Contractor must provide an approved Training Plan for appropriate staff at the 27 regional sites, the State Software Development Team and at the Ohio Department of Education. The plan must address how the contractor will conduct training on:

- The use, support, and maintenance of the Zone Integration Server software and the School Interoperability Framework Agents.
- The use, support and maintenance of the Translation Mechanism(s) for converting Education Management Information System data elements to Schools Interoperability Framework objects or Extensible Markup Language.
- Support and maintenance of the operational data store.

Based on the requirements identified during the analysis phase of the project, the Contractor must provide approved training materials and documentation (hard and soft copy) that includes procedures for use, set-up, configuration, installation, and maintenance as well as any site-specific training materials and documentation (hard and soft copy).

As the system is implemented in each of the 27 regional sites, the State Software Development Team and the Ohio Department of Education, the Contractor must provide on-site training with classroom and hands-on components to appropriate staff according to the training requirements identified during the analysis phase of the project. The Contractor must be prepared to train up to 5 staff at each of the 27 regional sites and at the Ohio Department of Education.

Training Deliverables

Training materials and documentation for staff at 27 regional sites and the Ohio Department of Education

Technical Assistance

Based on the approved Technical Assistance plan, the Contractor must provide support to the 27 regional sites, the State Software Development Team and the Ohio Department of Education during the beginning of the deployment process through acceptance of the system by the State. The Contractor must ensure that each system is capable of providing data in a format compatible with the Ohio School Interoperability Framework profile as required by the Education Management Information System.

Beginning with implementation through acceptance, the Contractor must establish and provide system support from 7:00 a.m. to 6:00 p.m. five days a week, Monday through Friday. During this period, the Contractor must provide staff that will troubleshoot technical issues and address user issues and questions.

The Contractor must:

- Receive inquiries and provide an automated response for any known problems through the following means:
 - Online portal;
 - Toll-free phone number;
 - Fax;
 - E-mail;
 - Any alternative methods proposed by the Contractor.
- Within two hours, provide an acknowledgement of the inquiry along with the expected resolution date; and
- Provide performance reports as required by the State.

As an option, the State may require additional technical assistance after accepting the system. Technical assistance, if required, is in addition to the Contractor responsibilities described in the

warranty provisions of the Contract. The Cost Summary contains a table with a block of hours by position for optional technical assistance.

Technical Assistance Deliverables

Technical Assistance Plan
Performance Reports

7. Post Implementation

The performance period as defined in Attachment 3, Standards of Performance and Acceptance, must be successfully completed before the system will be accepted by the State.

All Performance monitoring results must be made available to the State for review. The Contractor must perform all system modifications required to ensure acceptable system performance levels in the production environment. The Contractor must document all changes made to address system defects or system performance.

Once the State accepts the system, the Contractor will be required to provide 12 months of warranty coverage (see Attachment 4, Software Warranty).

One electronic copy of the final versions of all documentation must be provided to the State.

Upon completion of acceptance of the system, the Contractor must produce a Final Implementation Report detailing the results of all implementation activities. This report must also include:

- An assessment of the overall results of the project;
- Lessons learned;
- A final update to the requirements traceability matrix and repository;
- Recommendations for ongoing operations and support;
- Recommendations for system enhancements; and
- Any modifications and corrective actions taken to add to or resolve any deficiencies or omissions discovered in the system during implementation.

Throughout the Project, the Contractor must update and provide current and complete versions of all project documentation. This will include but not be limited to:

- Updated Detailed Design Document
- Updated Data Model
- Software Code

Post Implementation Deliverables

- Final Documentation:
- Final Implementation Report.

Contractor Responsibilities and Deliverables. The Contractor must meet all RFP requirements and complete all Project milestones and Deliverables, as provided in the Project Plan.

The System must be fully implemented by September 1st, 2008.

Maintain Project Plan. The Contractor must update the Project Plan submitted with its Proposal (see Attachment Three) and submit a detailed Project Plan, in electronic and paper form, to the Project Representative for approval within ten business days after the State issues a purchase order under the Contract. Thereafter, the Contractor must:

- Formally update the Project Plan, including work breakdown structure and schedule, and provide the updated Project plan as part of its monthly reporting requirements during the Project; and
- Ensure the Project Plan allows adequate time for the State to review, comment on, and approve all Deliverables.

The Project Plan must allow sufficient time for the State's staff to review all Deliverables. The State will determine the number of business days it needs for such reviews and provide that information to the Contractor after award and early in the development of the Project Plan. Should the State reject a Deliverable for any reason, the Contractor must correct all deficiencies and resubmit it for the State's review and approval until the State accepts the Deliverable. (See Attachment Three for components of the Project Plan.)

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

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

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 Project, the Contractor must submit a written monthly status report to the Project Representative 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 Project in terms of the approved Project Plan (schedule and cost, if applicable);
 - Updated Project work breakdown structure and Project schedule;
 - The plans for activities scheduled for the next month;
 - The status of all Deliverables, with percentage of completion;
 - Time ahead or behind schedule for applicable tasks;
 - A risk analysis of actual and perceived problems;
 - Testing status and test results; and
 - Strategic changes to the Project Plan, if any.

Develop, Submit, and Update High-Level Plans. As part of the Project, the Contractor must develop a high-level project management plan (Project Plan) and a System Development Life Cycle plan. The Contractor also must update the plans with more detail throughout subsequent Project phases to address, at a minimum, the following subjects:

Project Plan:

- Project Integration,
- Project Scope,
- Project Time,
- Project Quality,
- Project Staffing,
- Project Communications,
- Project Risk, and
- Project Procurement.

The Contractor must develop these plans from information that the State's Project personnel provide. These State personnel have varying percentages of their time to devote to this Project, and the Contractor must consider their time commitments to the Project in creating the Project schedule and when obtaining information from State staff to create the above plans.

Performance Testing. Performance tests will be conducted by the Contractor and the State.

Performance will be determined not only by whether the component(s) meet the above stated requirements but also whether the component(s) provides the expected functionality. The components will also be tested for accuracy, sequencing, presentation (if applicable), and adherence to Ohio Department of Education standards and guidelines (i.e. core data compliance, etc.).

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

Work Hours and Conditions. The Contractor is required to work with the Ohio Department of Education staff. The Ohio Department of Education normal working hours are 8:00 a.m. to 5:00 p.m. with a one-hour lunch period for a total of eight working hours per day. The Contractor may have to work under unusual working conditions which may include 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.

PART TWO: SPECIAL PROVISIONS

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

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

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

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

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

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

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

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

Payment Milestone/Deliverable	Payment
Final Analysis	15 % of the Not to Exceed Fixed Price
Design	10 % of the Not to Exceed Fixed Price
Develop and Unit Test	5 % of the Not to Exceed Fixed Price
Test	30 % of the Not to Exceed Fixed Price
Data Conversion	10 % of the Not to Exceed Fixed Price
Implementation, Training and Technical Assistance	20 % of the Not to Exceed Fixed Price
Post Implementation	10 % of the Not to Exceed Fixed Price

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

Reimbursable Expenses. None

Bill to Address. Ohio Department of Education
 Nancy Haefeli
 25 South Front Street, MS G05
 Columbus, Ohio 43215

Location of Data. The Contractor may complete portions of the work outside the state of Ohio, but within the United States. However, Data may not be moved outside of the State of Ohio.

ATTACHMENT THREE: REQUIREMENTS FOR PROPOSALS

Proposal Format. Each Proposal must include sufficient data to allow the State to verify the total cost for the Project 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:

- Cover Letter
- Certification
- Location of Data
- Offeror Profile
- Contractor Performance
- Offeror Profile Summary Form.
- Personnel Profile Summaries
- Offeror Requirements
- Contract Performance
- Personnel Profile Summary
- Proposed System Solution
- Optional Statewide Student Identifier Replacement
- Staffing Plan
- Time Commitment
- Assumptions
- Project Plan
- Work Plans
- Support Requirements
- Component Requirements
- Pre-Existing Materials
- Commercial Materials
- Warranty for Commercial Materials
- Bond Commitment
- Conflict of Interest Statement
- Proof of Insurance
- Payment Address
- Legal Notice Address
- W-9 Form
- Declaration Regarding Terrorist Organizations
- Cost Summary (must be separately sealed)

Cover Letter. The offeror must include a cover letter in the form of a standard business letter that provides an executive summary of the solution the offeror plans to provide, and an individual authorized to legally bind the offeror must sign the letter. The letter also must include the following:

- a. A statement regarding the offeror's legal structure (e.g., an Ohio corporation), federal tax identification number, D-U-N-S number, and principal place of business;
- b. A list of the people who prepared the offeror's Proposal, including their titles;
- c. The name, phone number, fax number, email address, and mailing address of a contact person who has authority to answer questions regarding the Proposal;

- d. A list of all subcontractors, if any, that the offeror will use on the Project, if the State selects the offeror to do the work;
- e. For each proposed subcontractor, the offeror must attach a letter from the subcontractor, signed by someone authorized to legally bind the subcontractor, with the following included in the letter:
 - 1. The subcontractor's legal status, 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;
 - 5. A statement that the subcontractor has read and understood the RFP and will comply with the requirements of the RFP;
 - 6. A statement that the subcontractor will maintain any permits, licenses, and certifications required to perform its portion of the work;
- f. A statement that the offeror's proposed solution for the Project meets all the requirements of this RFP;
- g. A statement that the offeror has not taken any exception to the terms and conditions in this RFP;
- h. A statement that the offeror does not assume there will be an opportunity to negotiate any aspect of its Proposal;
- i. A statement that the offeror will comply with all federal and Ohio laws, rules, and regulations;
- j. A statement that the offeror is proposing a Project Manager who is a regular, fulltime employee of the offeror;
- k. A statement that the offeror's regular, fulltime employees will perform at least 30% of the work on the Project;
- l. A statement that the offeror will not substitute, at Project start-up, personnel for those evaluated by the State, except when a candidate's unavailability is no fault of the offeror (e.g. Candidate is no longer employed by the Contractor, is deceased, etc.); and
- m. A statement that the offeror is not now subject to an "unresolved" finding for recovery under Revised Code Section 9.24 and that the offeror will notify the State anytime it becomes subject to such a finding before the award of a Contract arising out of this RFP.
- n. A statement that the proposed solution is based on the most recent Schools Interoperability Framework specifications.

All offerors must submit a response that contains an affirmative statement using the language in paragraphs a through n above.

Certification. Each Proposal must include the following certification on company letterhead signed by an individual authorized to legally bind the offeror:

(Insert offeror's name) affirms that, if awarded the Contract, it will be the prime Contractor on the Project, and its proposed Project Manager is and will remain a regular, full-time employee of (insert offeror's name) during the Project.

(Insert offeror's name) affirms that it will not and will not allow others to perform work for the State of Ohio outside of any geographic restrictions in the RFP or at any location not disclosed in its proposal without express written authorization from the Project Representative. (Insert offeror's name) also affirms that it will not and will not allow others to take data that belongs to the State of Ohio outside any geographic restrictions in the RFP or any locations disclosed in its proposal without express written authorization from the Project Representative.

(Insert offeror's name) affirms that all personnel provided for the Project will have a valid I-9 form on file with (Insert offeror's name) and will have presented valid employment authorization documents, if they are not United States citizens.

(Insert offeror's name) affirms that any small business program participants will provide necessary data to ensure program reporting and compliance.

(Insert offeror's name) is and will remain during performance of the Contract a separate and independent enterprise from the State of Ohio, the Office of Information Technology, and the Ohio Department of Education. (Insert offeror's name) has a full opportunity to find other business opportunities and has made a significant investment in its business. Additionally, (insert offeror's name) will retain sole and absolute control over the manner and means of carrying out its obligations and activities under the Contract. The Contract will not create any joint employment relationship between (insert offeror's name), any of its personnel, its subcontractors, or their personnel and the State of Ohio, the Office of Information Technology, or the Ohio Department of Education.

(Insert offeror's name) affirms that the people supplied under the Contract are either (1) employees of (insert offeror's name), with (insert offeror's name) withholding all appropriate taxes, deductions, and contributions required under law, or (2) independent contractors to (insert offeror's name).

(Insert offeror's name) affirms that it has obtained a written acknowledgement from its independent contractors that they are and will remain separate and independent enterprises from the State of Ohio, the Office of Information Technology, and the Ohio Department of Education for all purposes, including the application of the Fair Labor Standards Act, Social Security Act, Federal Unemployment Tax Act, Federal Insurance Contributions Act, the Internal Revenue Code, Ohio tax law, worker's compensation law, and unemployment insurance law.

Location of Data. As part of its Proposal, the offeror must disclose the following:

1. The location(s) where the offeror and its subcontractors will perform all services;
2. The location(s) where the offeror and its subcontractors will maintain or make any State data applicable to the Contract available; and
3. The offeror's and its subcontractors' principal places of business.

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

Contractor Performance. The offeror must complete Attachment Seven, Contractor Performance Form.

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 Eight.) 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:

- a) **Mandatory Experience and Qualifications.** The offeror must complete this section to demonstrate that it has the experience needed to meet the RFP's mandatory requirements.

(Refer to Attachment Eight.) For each reference, the offeror must provide the following information:

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

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

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

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

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

The Personnel Profile Summary Forms contained in this RFP have been customized for the applicable candidate requirements. Each page of the forms may contain minor variations. If an offeror elects to duplicate the forms electronically, the offeror must 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 Project team that collectively meets all the requirements in this RFP, as demonstrated through the Personnel Profile Summary Forms. Each team member may have mandatory requirements listed in this RFP that the team member must individually meet. The offeror must name all candidates proposed, and each must meet the technical experience for the candidate's position.

The State will not consider a candidate's overlapping months of experience toward meeting the experience requirements in this RFP. Therefore, for each requirement for a key position, the Personnel

Profile Summary Forms for the candidate must demonstrate that the candidate meets the requirement through a work experience that does not overlap in time with any other work experience used to meet any other 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 projects, the offeror must explain why. The State may reject the Proposal if less than three projects are given for a candidate.
- b) Education and Training. The offeror must use this section to list the education and training of the proposed candidate and demonstrate, in detail, the proposed candidate's ability to properly perform under the Contract. The offeror must show how the candidate's education and training relates to the requirements of the RFP.
- c) 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.

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

- Candidate's Name.
- Contact Information. The offeror must completely fill out the client contact name, title, phone number, email address, company name, and mailing address. The offeror must include the same information for an alternate client contact, in case the State cannot reach the primary contact. Failure to provide this information may result in the State not including the reference experience in the evaluation process. It also may be a basis for rejecting the Proposal as non-responsive. The offeror must give contact information for a person in the client's organization and not a co-worker or a contact in 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 a 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 will not assume that, since the technical requirement is provided at the top of the page, all descriptions on that page relate to that requirement. The offeror must reiterate the technical experience being described, including the capacity in which the candidate gained the experience and the role of the candidate in the project as it relates to this Project. It is the Contractor's responsibility to customize the description to clearly substantiate the candidate's qualification.

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

- d) Required Experience and Qualifications. The offeror must complete this section to show how its candidate meets the experience requirements. (Refer to Attachment Nine.) For each reference, the following information must be provided:
 - Candidate's Name.
 - Contact Information. The client contact name, title, phone number, email address, company name, and mailing address must be completely filled out. The same information must be included for an alternate client contact, in case the State cannot reach the primary contact. Failure to provide requested contact information may result in the State not including the

experience in the evaluation process or rejecting the offeror's Proposal. The contact information given must be for a person within the client's organization and not a co-worker or a contact within the offeror's organization, subsidiaries, partnerships etc.

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

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

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

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

The proposed solution must be based on most recent Schools Interoperability Framework specification and the offeror must provide an architectural diagram of the proposed solution that clearly depicts the Schools Interoperability Framework agents, translation mechanism, zones, and zone integration server software required at the 27 regional sites and the Ohio Department of Education.

Optional Statewide Student Identifier Replacement. The offeror must provide a high level work plan narrative detailing the replacement of the existing system with a Student Locator Object. The high level work plan narrative must describe the work required for the following deliverables and tasks: Analysis and Requirements Definition, Design, Develop and Unit Test, Test, Data Conversion, Implementation, Training and Technical Assistance. The offeror must also provide a cost for providing this work in the Cost Summary.

Currently Ohio has a student identifier system which is managed by a third party entity (IBM) per legislative mandate. Ohio is interested in replacing the current system with a School Interoperability Framework Student Locator Object.

Conditions to consider:

- Nine required fields to obtain Statewide Student Identifiers
- Current assigned Student Identifiers would continue to be used
- The State is federally mandated to track 1.8 million K-12 students using student identifiers
- The State cannot have personally identifiable student information
- The State cannot maintain the system – must be third party entity
- The new system cannot allow new student identifiers to be created if the student was previously enrolled at anytime in an Ohio public school
- The new system must be web based, but also allow batch processing of new students

- Student Information Systems currently used in Ohio may not align to the Schools Interoperability Framework standard

The State is requesting that each respondent provide the cost for the

- Analysis and requirements definition which would be needed to implement the Schools Interoperability Framework Student Locator Object
- proposed design of the Schools Interoperability Framework Student Locator Object
- development and unit testing of the Schools Interoperability Framework Student Locator Object
- parallel testing of the Schools Interoperability Framework Student Locator Object
- translation mechanism that will convert data from the current system
- implementation of the Schools Interoperability Framework Student Locator Object
- State Software Development Team to be trained to update, enhance and maintain the translation mechanism
- technical assistance and training for vendors to enable them to update, enhance and maintain the Schools Interoperability Framework Agents

For additional information regarding Statewide Student Identifiers, <http://www.ode.state.oh.us/GD/Templates/Pages/ODE/ODEDetail.aspx?page=3&TopicRelationID=3&Content=11215>

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

- A matrix matching each team member to the staffing requirements in this RFP;
- A contingency plan that shows the ability to add more staff if needed to ensure meeting the Project's due date(s); and
- The number of people onsite at the State location at any given time to allow the State to plan for the appropriate workspace.

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 this Project. The offeror also must include a statement indicating to what extent, if any, the Project Manager may work on other projects during the term of the Contract. The State may reject any Proposal that commits the proposed Project Manager or any proposed key Project personnel to other projects during the term of the Project, 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.

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

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

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

- Description of the Project management approach;
- Scope statement that includes the Project objectives and the Project Deliverables and milestones;
- Work breakdown structure as a baseline scope document that includes Project elements. The work breakdown structure must show the elements at a level of detail that demonstrates the offeror's understanding of the effort required to do the work. The work breakdown structure also must have increasingly descending levels of detailed definition added as the Project continues. The Project elements must include, at a minimum, scope definition, requirements gathering, design, development, conversion, testing, benchmarking, implementation, training, and transition, as applicable;
- Detailed Project schedule for all Project Deliverables and milestones. The offeror must provide the Project schedule as a Microsoft Project Gantt chart, showing all major Project tasks on a week-by-week schedule to serve as the basis for managing the Project. The schedule must clearly demonstrate how the Project will become fully operational by the delivery date. The offeror must give dates for when all Deliverables and milestones will be completed and start and finish dates for tasks. The offeror also must identify and describe all risk factors associated with the forecasted milestone schedule;
- Who is assigned responsibility for each Deliverable within the work breakdown structure to the level at which control will be exercised;
- Performance measurement baselines for technical scope and schedule;
- Major milestones and target date(s) for each milestone that are consistent with this RFP's dates;
- Key or required staff and their expected effort;
- High-level subsidiary Project management plans:
 - Integration management,
 - Scope management,
 - Schedule management,
 - Cost management,
 - Quality management,
 - Staffing management,
 - Communications management, and
 - Risk management (including constraints and assumptions, planned responses and contingencies);
- Description of the offeror's proposed organization(s) and management structure responsible for fulfilling the Contract's requirements;
- Definition of the review processes for each milestone and Deliverable (e.g. mandatory design review) and a description of how the parties will conduct communication and status review;
- Description of the Project issue resolution process; and
- If the offeror chooses to use subcontractors, this part of the offeror's Proposal must describe its approach to managing its subcontractors effectively.

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

The State seeks insightful responses that describe proven, state-of-the-art methods. Recommended solutions should demonstrate that the offeror will be prepared to quickly undertake and successfully complete the required tasks. The offeror's work plan should clearly and specifically identify personnel assignments and the number of hours by individual for each task.

Work Plans must be provided for the following tasks:

- Analysis and Requirements Definition

- Design
- Develop and Unit Test
- Test
- Data Conversion
- System Implementation, Training and Technical Assistance
- Post Implementation

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

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

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

Component Requirements. The offeror must identify all proposed equipment or other items the State will need, both during the Project and afterwards for ongoing operations, that are not otherwise specified in this RFP or as part of the offeror's proposed solution.

The requirements and specifications in this RFP are minimum Project requirements. The offeror may include features, equipment, or other elements in excess of the minimum but must clearly identify them as such. All elements of the proposed solution must meet the mandatory technical requirements for the Project. If any element of the proposed solution does not meet the minimum requirements, the offeror's Proposal may be rejected as non-responsive.

Pre-existing Materials. The offeror must list any Pre-existing Materials it owns that will be included in a Deliverable if the offeror wants a proprietary notice on copies that the State distributes. For example, the offeror may have standard user interfaces or standard shells that it incorporates in what is otherwise custom software. (See the Ownership of Deliverables section of the General Terms and Conditions.) The State may reject any Proposal that includes existing materials for a custom solution, if the State believes that such is not appropriate or desirable for the Project.

Commercial Materials. The offeror must list any commercial and proprietary materials that the offeror will deliver that are easily copied (e.g., software) and in which the State will have less than full ownership ("Commercial Materials"). Generally, these will be from third parties and readily available in the open market. The offeror need not list patented parts of equipment, since they are not readily copied. If the offeror expects the State to sign a license for the Commercial Material, the offeror must include the license agreement as an attachment. If the State finds any provisions of the license agreement objectionable and cannot or does not negotiate an acceptable solution with the third party, regardless of the reason and in the State's sole discretion, then the offeror's Proposal may be rejected. If the State is not going to sign a license, but there will be limits on the State's use of the Commercial Materials different from the standard license in the General Terms and Conditions, then the offeror must detail the unique scope of license here. Unless otherwise provided in this RFP, proposing to use Commercial Materials in a custom solution may be a basis for rejection of the offeror's Proposal, if the State, in its sole discretion, believes that such is not appropriate or desirable for the Project. Any deviation from the standard license, warranty, and other terms in Attachment Four also may result in a rejection of the offeror's Proposal.

Warranty for Commercial Materials. If the offeror proposes a Deliverable that contains Commercial Software with warranty terms that differ from the warranty terms in Attachment Four, then the scope of warranty must be detailed here. This is required even if the State will not be expected to sign a license

for the Deliverable. Any deviation from the standard warranty in Attachment Four may result in a rejection of the offeror's Proposal.

Bond Commitment. The selected offeror must provide a performance bond. The amount of the performance bond must be equal to at least ten percent of the total amount of the Contract, and the bond must remain in place through the term of the Contract and may be renewed or continued annually with the approval of the State. Therefore, each offeror must enclose a letter of commitment from a bonding company for an appropriate performance bond with its Proposal.

The offeror must list the actual cost of securing the performance bond in its Cost Summary, Attachment 13. The State will pay only the actual cost of the performance bond and may request a certified copy of the invoice from the bonding company for documentation. If the cost of the bond on the Cost Summary and the cost shown on the bonding company's invoice do not match, the State will pay whichever is less.

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

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

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

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

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

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

Cost Summary. This RFP includes a Cost Summary Form 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 the entire Project must be represented as the not-to-exceed fixed price.

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

ATTACHMENT FOUR: GENERAL TERMS AND CONDITIONS

PART ONE: PERFORMANCE AND PAYMENT

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

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

Term. Unless this Contract is terminated or expires without renewal, it will remain in effect until the Project is completed to the satisfaction of the State and the Contractor is paid. However, the current General Assembly cannot commit a future General Assembly to an expenditure. Therefore, this Contract will automatically expire at the end of each biennium, the first of which is June 30, 2007. 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 Project continues. Termination or expiration of this Contract will not limit the Contractor's continuing obligations with respect to Deliverables that the State paid for before termination or limit the State's rights in such.

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

The Project 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 Project. The Contractor must make those deliveries, meet those milestones, and complete the Project within the times the RFP Documents require. If the Contractor does not meet those dates, the Contractor will be in default, and the State may terminate this Contract under the termination provision contained below.

The State also may have certain obligations to meet. Those obligations, if any, are also listed in the RFP Documents. If the State agrees that the Contractor's failure to meet the delivery, milestone, or completion dates in the RFP Documents is due to the State's failure to meet its own obligations in a timely fashion, then the Contractor will not be in default, and the delivery, milestone, and completion dates affected by the State's failure to perform will be extended by the same amount of time as the State's delay. The Contractor may not rely on this provision unless the Contractor has in good faith exerted reasonable management skill to avoid an extension and has given the State meaningful written notice of the State's failure to meet its obligations within five business days of the Contractor's realization that the State's delay may impact the Project. The Contractor must deliver any such notice to both the Project Representative and Procurement Representative and title the notice as a "Notice of State Delay." The notice must identify any delay in detail, as well as the impact the delay has or will have on the Project. 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 Project, and the Contractor must provide any incidental items omitted in the RFP Documents as part of the Contractor's not-to-exceed fixed price. The Contractor also must fully identify, describe, and document all systems that are delivered as a part of the Project. All hardware, software, supplies, and other required components (such as documentation, conversion, training, and maintenance) for the Project to be complete and useful to the State are included in the Project and the not-to-exceed fixed price.

Compensation. In consideration of the Contractor's promises and satisfactory performance, the State will pay the Contractor the amount(s) identified in the RFP 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 Project or, in the case of milestone payments or periodic payments of an hourly, daily, weekly, monthly, or annual rate, all relevant parts of the Project 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 Project Manager, the Contractor's Project executive, the Project Representative, and the State Contract Management Administrator. The State will consult with the Contractor as early as reasonably possible about the nature of the claim or dispute and the amount of payment affected. When the Contractor has resolved the matter to the State's satisfaction, the State will pay the disputed amount within 30 business days after the matter is resolved. The State has no obligation to make any disputed payments until the matter is resolved, and the Contractor must continue its performance under this Contract pending resolution of the dispute or claim.

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

If the RFP Documents provide for any retainage, the State will withhold from each invoice paid the percentage specified in the RFP Documents as retainage. The State will pay the retainage only after the State has accepted the Project, 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 Project Representative. The Contractor must bill all reimbursable expenses monthly, and the State will reimburse the Contractor for them within 30 business days of receiving the Contractor's invoice.

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

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

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

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

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

PART TWO: PROJECT 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 Project duplicates the work done or to be done under the other contracts.

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

IV&V contractor assigned to this Project. Such cooperation includes expeditiously providing the IV&V contractor with full and complete access to all Project work product, records, materials, personnel, meetings, and correspondence as the IV&V contractor may request. Additionally, the Contractor must include the obligations of this provision in all its contracts with its subcontractors that work on this Project.

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

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

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

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

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

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

Unless it is impracticable to do so, the Contractor must keep all records related to this Contract in a single location, either at the Contractor's principal place of business or its place of business where the work was done. If this is not practical, the Contractor must assume the cost of collecting, organizing, and relocating the records and any technology needed to access the records to the Contractor's office nearest

Columbus, Ohio whenever the State or anyone else with audit rights requests access to the Contractor's Project records. The Contractor will do so with all due speed, not to exceed ten business days.

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

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

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 Project will be done outside Ohio, the laws of the appropriate state(s) where work on the Project 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.

State Personnel. During the term of this Contract and for one year after completion of the Project, the Contractor may not hire or otherwise contract for the services of any State employee involved directly or indirectly with the Project.

Performance Bond. The Contractor must provide the Procurement Representative with a performance bond in the amount required by the RFP Documents within 30 business days after receipt of a purchase

order for this Contract. The bond must be issued by a company authorized by Ohio's Department of Insurance to do business in Ohio and must indemnify the State against all direct damages it suffers from any failure of the Contractor to perform properly.

Failure of the Contractor to provide the performance bond on or before the date it is required will result in a breach of this Contract without a cure period and termination or suspension (or ultimately both) of this Contract for cause. The performance bond must remain in place through the term of the contract but may be renewed or continued annually with the approval of the State. Further, the terms of the bond must reflect the terms of this section, or the State will reject it and treat the failure of conformance as a failure by the Contractor to deliver the bond in a timely fashion.

Concurrent with the delivery of the performance bond, the Contractor must provide the State with a certified copy of the invoice for the bond from the bonding company. The State will reimburse the Contractor for the lesser of the amount of the performance bond reflected on the bonding company's certified invoice or the cost shown on the Cost Summary of the Contractor's proposal.

Replacement Personnel. If the RFP Documents contain the names of specific people who will work on the Project, 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 Project 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 Project, if doing so is necessary for legal or disciplinary reasons. However, the Contractor must make a reasonable effort to give the State 30 calendar days' prior, written notice of the removal.

If the Contractor removes a person listed in the RFP Documents from the Project 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 Project. 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 Project. 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 Project, 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 Project, or if it appears to the State that the Contractor's performance is substantially endangered through no fault of the State. In any such case, the termination will be for cause, and the State's rights and remedies will be those identified below for termination for cause.

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

The State also may terminate this Contract for its convenience and without cause or if the Ohio General Assembly fails to appropriate funds for any part of the Project. If a third party is providing funding for the

Project, the State also may terminate this Contract should that third party fail to release any Project funds. The RFP Documents normally identify any third party source of funds for the Project, but an absence of such in the RFP Documents will not diminish the State's rights under this section.

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

If the State terminates this Contract for cause, it will be entitled to cover for the Project 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 Project to the extent that such costs, when combined with payments already made to the Contractor for the Project 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 on the Project 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 Project completed or the hours of work performed in relation to the estimated total hours required to perform the entire Project.

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

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

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

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

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

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

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. The Project Manager also will conduct all Project meetings and prepare and submit to the Project Representative all reports, plans, and other materials that the RFP Documents require from the Contractor.

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

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 work with the equipment and facilities on an "as is" basis.

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

If any part of the Project 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 Project Representative certifying that installation is complete and the Project, 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 Project Representative certified the installation as complete and operational.

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

Changes. The State may make reasonable changes within the general scope of the Project. The State will do so by issuing a written order under this Contract describing the nature of the change ("Change Order"). Additionally, if the State provides directions or makes requests of the Contractor without a change order, and the Contractor reasonably believes the directions or requests are outside the specifications for the Project, the Contractor 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 Project, 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 Project 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 Project, 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 Office of Information Technology 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 Project or replacing one part of the Project with the change, the State will get a credit for the work no longer required under the original scope of the Project. 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 Project, 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 interests 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 Project. 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 Project. The Contractor will be liable for the disclosure of such information, whether the disclosure is intentional, negligent, or accidental, unless otherwise provided below.

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

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) 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.

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

Ownership of Deliverables. The State owns all Deliverables that the Contractor produces under this Contract, including any software modifications, and documentation, 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 items (1) through (6) of this section 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) all hardware, software, firmware, and similar devices and materials provided under this Contract will be designed to operate without regard to the turning of a century and process dates in a manner that takes into account dates occurring before and after the turning of a century; (6) 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 (7) 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 Project 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 Project. 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.

Software Warranty. If this Contract involves software as a Deliverable, then, on acceptance and for 12 months after the date of acceptance of any Deliverable that includes software, the Contractor warrants as to all software developed under this Contract that: (a) the software will operate on the computer(s) for which the software is intended in the manner described in the relevant software documentation, the Contractor's Proposal, and the RFP Documents; (b) the software will be free of any material defects; (c) the Contractor will deliver and maintain relevant and complete software documentation, commentary, and source code; and (d) the source code language used to code the software is readily available in the commercial market, widely used and accepted for the type of programming involved, and support programming in the language is reasonably available in the open market; and (e) the software and all maintenance will be provided in a professional, timely, and efficient manner.

For Commercial Software licensed from a third party that is incorporated into a Deliverable, the Contractor represents and warrants that it has done one of the following things: (a) obtained the right from the third-party licensor to commit to the warranties and maintenance obligations in this Section; (b) obtained a binding commitment from the licensor to make those warranties and maintenance obligations directly to the State; or (c) fully disclosed in the RFP Documents any discrepancies between the requirements of this section and the commitment the third-party licensor has made.

In addition, for Commercial Software that is incorporated into a Deliverable, the Contractor will: (a) maintain or cause the third-party licensor to maintain the Commercial Software so that it operates in the manner described in the RFP Documents (or any attachment referenced in the RFP Documents) and relevant Commercial Software documentation; (b) supply technical bulletins and updated user guides; (c) supply the State with updates, improvements, enhancements, and modifications to the Commercial Software and documentation and, if available, the commentary and the source code; (d) correct or replace the Commercial Software and/or remedy any material programming error that is attributable to the Contractor or the third-party licensee; (e) maintain or cause the third-party licensor to maintain the Commercial Software and documentation to reflect changes in the subject matter the Commercial Software deals with; (f) maintain or obtain a commitment from the third-party licensor to maintain the Commercial Software so that it will properly operate in conjunction with changes in the operating environment in which it is designed to operate.

For purposes of the warranties and the delivery requirements in this Contract, software documentation means well written, readily understood, clear, and concise instructions for the software's users as well as a system administrator. The software documentation will provide the users of the software with meaningful instructions on how to take full advantage of all of the capabilities designed for end users. It also means installation and system administration documentation for a system administrator to allow

proper control, configuration, and management of the software. Source code means the uncompiled operating instructions for the software. However, the Contractor will not be obligated to provide source code for Commercial Software unless it is readily available from the licensor. The source code must be provided in the language in which it was written and will include commentary that will allow a competent programmer proficient in the source language to readily interpret the source code and understand the purpose of all routines and subroutines contained within the source code.

Equipment Warranty. If any electrical equipment, mechanical device, computer hardware, telecommunications hardware, or other type of physical machinery ("Equipment") will be a part of any Deliverable, the following warranties apply. The Contractor warrants that the Equipment fully complies with all government environmental and safety standards applicable to the Equipment. The Contractor also warrants for one year from the acceptance date of the Equipment that the Equipment will perform substantially in accordance with specifications described in the RFP Documents, the user manuals, technical materials, and related writings published by the manufacturer for the Equipment. The foregoing warranties will not apply to Equipment that is modified or damaged after title passes to the State.

The Contractor must notify the State in writing immediately upon the discovery of any breach of the warranties given above.

The Contractor must do the following if any Equipment does not meet the above warranties:

- (a) Cause the Equipment to perform as required, or, if that is not commercially practicable, then;
- (b) Grant the State a refund equal to the amount the State paid for the Equipment or, if such has not been individually priced, the manufacturer's suggested retail price for the Equipment.

Except where the Contractor's breach of a warranty makes it not possible for the State to do so, the State will return the affected Equipment to the Contractor in the case of a refund under the previous paragraph.

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

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

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

PART FIVE: ACCEPTANCE AND MAINTENANCE

Standards of Performance and Acceptance. There will be a period for performance testing of the completed Project. During the performance period, the State, with the assistance of the Contractor, will

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

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

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

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

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

The Project "downtime" is that period when any part of the Project is inoperable due to failure of the Project or a particular Deliverable to operate according to the specifications in the RFP Documents, the user documentation, or the published technical specifications. During a period of downtime, the State may use operable components of the Project when that will not interfere with repair of inoperable components of the Project. Downtime will start from the time the State notifies the Project Manager of the inoperable condition of the Project until the Project is returned in proper operating condition.

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

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

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

Maintenance Access (General). This section applies if software or Equipment will be a Deliverable under this Contract.

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). This section applies if software or Equipment will be a Deliverable under this Contract.

The Contractor must identify all key people responsible for providing warranty 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 Project 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 Project 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. The Contractor also must take steps to ensure that such a person does not participate in any action affecting the work under this Contract. However, 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 and Elections Law. The Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of the Ohio ethics law, Revised Code Section 102.04. The Contractor affirms that, as applicable to the Contractor, no party listed in Division (I) or (J) of Section 3517.13 of the Ohio Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees.

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

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

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

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

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

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

**ATTACHMENT FIVE
SAMPLE CONTRACT**

**A CONTRACT BETWEEN
THE OFFICE OF INFORMATION TECHNOLOGY
ON BEHALF OF THE _____
AND**

(CONTRACTOR)

THIS CONTRACT, which results from RFP «CONTRACT_ID», entitled _____, is between the State of Ohio, through the Office of Information Technology, on behalf of _____, and _____ (the "Contractor").

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

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

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
OFFICE OF INFORMATION TECHNOLOGY

SAMPLE - DO NOT FILL OUT

By: _____

By: Mary F. Carroll

Title: _____

Title: Director, Office of Information Technology
State Chief Information Officer

Date: _____

Date: _____

**ATTACHMENT SIX
SAMPLE DELIVERABLE/MILESTONE SUBMITTAL FORM**

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

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

Please contact _____ at **XXX-XXX** with any questions.

Sincerely,

[Insert Company Name]
[Insert Project Name] Project Manager

Printed Name
Contractor Project Manager
{Same as person signing above}

<p>COMPLIANT: Deliverable Payment Authorized: Yes _____ No _____ N/A _____</p> <p>_____ Signature of State Project Representative/Date</p>
--

<p>NOT COMPLIANT: Describe reason(s) for non-compliance: (Continue on back if necessary)</p> <p>_____ Signature of State Project Representative/ Date Payment <u>Not</u> Authorized</p>
--

ATTACHMENT SEVEN
CONTRACTOR PERFORMANCE FORM

The offeror must provide the following information for the past seven years. Please indicate yes or no in each column.

Yes/No	Description
	The offeror has had a contract terminated for default or cause. If so, the offeror must submit full details, including the other party's name, address, and telephone number.
	The offeror has been assessed any penalties in excess of \$10,000, including liquidated damages, under any of its existing or past contracts with any organization (including any governmental entity). If so, the offeror must provide complete details, including the name of the other organization, the reason for the penalty, and the penalty amount for each incident.
	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 offeror's 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 on the project, and the best interests of the State.

**ATTACHMENT NINE
PERSONNEL PROFILE SUMMARY**

CANDIDATE REFERENCES

Candidate's Name:

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

The reference given should be a person within the client's organization and not a co-worker or a contact within the offeror's 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:	
Project Name:		Beginning Date of Employment: Month/Year	Ending Date of Employment: Month/Year
Description of services provided that are in line with those to be provided as part of this Project:			
Description of how client project size and complexity are similar to this project:			

**ATTACHMENT NINE
PERSONNEL PROFILE SUMMARY**

CANDIDATE REFERENCES CONTINUED

Candidate's Name:

Client Company:	Client Contact Name:	Client Contact Title:	
Client Address:		Client Contact Phone Number:	
Project Name:		Beginning Date of Employment: Month/Year	Ending Date of Employment: Month/Year
Description of services provided that are in line with those to be provided as part of this Project:			
Description of how client project size and complexity are similar to this project:			

Client Company:	Client Contact Name:	Client Contact Title:	
Client Address:		Client Contact Phone Number:	
Project Name:		Beginning Date of Employment: Month/Year	Ending Date of Employment: Month/Year
Description of services provided that are in line with those to be provided as part of this Project:			
Description of how client project size and complexity are similar to this project:			

**ATTACHMENT NINE
PERSONNEL PROFILE SUMMARY**

CANDIDATE EDUCATION AND TRAINING

Candidate's Name:

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

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

**ATTACHMENT NINE
PERSONNEL PROFILE SUMMARY**

**CANDIDATE MANDATORY REQUIREMENTS
Project Manager**

Candidate's Name:

Requirement: Experience as the Project Manager for at least 3 System Integration Projects. At least 1 project must have been a School Interoperability Framework Vertical Reporting Project.

Company Name:	Contact Name: Primary or Alternate _____	Contact Title:	
Address:		Contact Phone Number:	
		Email Address:	
Project Name:		Beginning Date of Expr: Month/Year	Ending Date of Expr: Month/Year
<p>Description of technical experience, capacity performed, and role that is related to services to be provided for this Project:</p> <p>Describe the duties performed as Project Manager in this project.</p> <p>Was the candidate a Project Manager for a School Interoperability Framework Vertical Reporting Project?</p>			

**ATTACHMENT NINE
PERSONNEL PROFILE SUMMARY**

**CANDIDATE MANDATORY REQUIREMENTS
Project Manager**

Candidate's Name:

Requirement: Project Management Professional (PMP) certification from the Project Management Institute (PMI).

School or Organization Name:	School or Organization Contact Name:	
Address:	Phone Number:	
Training Name:	Beginning Date of Training Month/Year:	Ending Date of Training Month/Year:
Attach or include a copy of the certification here.		

**ATTACHMENT NINE
PERSONNEL PROFILE SUMMARY**

**CANDIDATE MANDATORY REQUIREMENTS
Project Manager**

Candidate's Name:

Requirement: Experience using Microsoft Project or Microsoft Project Server to manage a minimum of 2 data collection and reporting Projects of similar size, scope and complexity to this Vertical Reporting Project.

Company Name:	Contact Name: Primary or Alternate ___	Contact Title:	
Address:		Contact Phone Number:	
		Email Address:	
Project Name:		Beginning Date of Expr: Month/Year	Ending Date of Expr: Month/Year
<p>Description of technical experience, capacity performed, and role that is related to services to be provided for this Project:</p> <p>Did the project use Microsoft Project or Microsoft Project Server?</p> <p>How did the Project Manager use the software to manage a data collection and reporting project?</p> <p>Describe the size and scope of the project.</p>			

**ATTACHMENT NINE
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
Project Team Member**

Candidate's Name:

Requirement: Minimum of one project where the candidate was responsible for analysis and requirements definition for a Schools Interoperability Framework data collection and reporting project of similar size, scope, and complexity to this project.

Company:	Contact Name: Primary or Alternate	Contact Title:	
Address:		Contact Phone Number:	
		Email Address:	
Project Name:		Beginning Date of Expr: Month/Year	Ending Date of Expr: Month/Year
<p>Description of technical experience, capacity performed, and role that is related to services to be provided for this Project:</p> <p>Was the Project Team Member a part of a School Interoperability Framework data collection and reporting project?</p> <p>How was the Project Team Member responsible for the analysis and requirements?</p> <p>Describe the size and scope of the project.</p>			

**ATTACHMENT NINE
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
Project Team Member**

Candidate's Name:

Requirement: Minimum one project where the candidate was responsible for design and development of School Interoperability Framework vertical reporting infrastructure of similar size, scope, and complexity to this project.

Company:	Contact Name: Primary or Alternate	Contact Title:	
Address:		Contact Phone Number:	
		Email Address:	
Project Name:		Beginning Date of Expr: Month/Year	Ending Date of Expr: Month/Year
<p>Description of technical experience, capacity performed, and role that is related to services to be provided for this Project:</p> <p>Did the Project Team Member design and development a School Interoperability Framework vertical reporting infrastructure?</p> <p>Describe the size and scope of the project.</p>			

**ATTACHMENT NINE
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
Project Team Member**

Candidate's Name:

Requirement: Minimum of 3 projects where the candidate was responsible for configuring, developing, or customizing School Interoperability Framework Agents. The candidate must have been responsible for each of these responsibilities but not necessarily on the same project.

Company:	Contact Name: Primary or Alternate	Contact Title:	
Address:		Contact Phone Number:	
		Email Address:	
Project Name:	Beginning Date of Expr: Month/Year	Ending Date of Expr: Month/Year	
<p>Description of technical experience, capacity performed, and role that is related to services to be provided for this Project:</p> <p>Did the Project Team Member configure School Interoperability Framework Agents on this project? Describe the work performed.</p> <p>Did the Project Team Member develop School Interoperability Framework Agents on this project? Describe the work performed.</p> <p>Did the Project Team Member customize School Interoperability Framework Agents on this project? Describe the work performed.</p>			

**ATTACHMENT NINE
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
Project Team Member**

Candidate's Name:

Requirement: Minimum of 3 projects where the candidate was responsible for configuring, customizing and deploying Zone Integration Servers.

Company:	Contact Name: Primary or Alternate	Contact Title:
Address:		Contact Phone Number: Email Address:
Project Name:	Beginning Date of Expr: Month/Year	Ending Date of Expr: Month/Year
<p>Description of technical experience, capacity performed, and role that is related to services to be provided for this Project:</p> <p>Did the Project Team Member customize the Zone Integration Server for this project? Describe work performed.</p> <p>Did the Project Team Member configure the Zone Integration Server for this project? Describe work performed.</p> <p>Did the Project Team Member deploy the Zone Integration Server for this project? Describe work performed.</p>		

**ATTACHMENT NINE
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
Project Team Member**

Candidate's Name:

Requirement: Minimum of 24 months experience designing and modeling relational databases for a project of similar size, scope, and complexity to this project.

Company:	Contact Name: Primary or Alternate	Contact Title:
Address:		Contact Phone Number: Email Address:
Project Name:	Beginning Date of Expr: Month/Year	Ending Date of Expr: Month/Year
<p>Description of technical experience, capacity performed, and role that is related to services to be provided for this Project:</p> <p>Did the Project Team Member design and model the relational databases for this project?</p> <p>How much time did it take to design and model the relational databases for this project?</p> <p>Describe the size and scope of the project.</p>		

**ATTACHMENT NINE
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
Project Team Member**

Candidate's Name:

Requirement: Minimum of 2 projects of similar size, scope and complexity to this Vertical Reporting Project where the candidate was responsible for designing and modeling relational databases.

Company:	Contact Name: Primary or Alternate	Contact Title:	
Address:		Contact Phone Number:	
		Email Address:	
Project Name:		Beginning Date of Expr: Month/Year	Ending Date of Expr: Month/Year
<p>Description of technical experience, capacity performed, and role that is related to services to be provided for this Project:</p> <p>Did the Project Team Member design and model the relational databases for this project?</p> <p>Describe the size and scope of the project.</p>			

**ATTACHMENT NINE
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
Project Team Member**

Candidate's Name:

eRequirement: Minimum 24 months experience designing and modeling relational databases using Erwin 4.1 and Model Mart Repository.

Company:	Contact Name: Primary or Alternate	Contact Title:
Address:		Contact Phone Number: Email Address:
Project Name:	Beginning Date of Expr: Month/Year	Ending Date of Expr: Month/Year
<p>Description of technical experience, capacity performed, and role that is related to services to be provided for this Project:</p> <p>Did the Project Team Member design and model relational databases for this project using Erwin 4.1 and Model Mart Repository?</p> <p>How much time did it take to design and model the relational databases for this project?</p> <p>Describe the size and scope of the project.</p>		

**ATTACHMENT NINE
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
Project Team Member**

Candidate's Name:

Requirement: Minimum of 48 months experience as an Oracle Database Administrator. At least 8 months experience must have been Oracle 10g.

Company:	Contact Name: Primary or Alternate	Contact Title:
Address:		Contact Phone Number: Email Address:
Project Name:	Beginning Date of Expr: Month/Year	Ending Date of Expr: Month/Year
Description of technical experience, capacity performed, and role that is related to services to be provided for this Project: What were the responsibilities of the Project Team Member as an Oracle Database Administrator? How long has the Project Team member worked as an Oracle Database Administrator? How much of this work has been with Oracle 10g?		

**ATTACHMENT NINE
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
Project Team Member**

Candidate's Name:

Requirement: Experience designing and modeling the relational database for at least 1 School Interoperability Framework Implementation Project.

Company:	Contact Name: Primary or Alternate	Contact Title:	
Address:		Contact Phone Number:	
		Email Address:	
Project Name:		Beginning Date of Expr: Month/Year	Ending Date of Expr: Month/Year
<p>Description of technical experience, capacity performed, and role that is related to services to be provided for this Project:</p> <p>Was the database for a School Interoperability Framework Implementation Project?</p> <p>Describe the work performed, by the Project Team Member, designing and modeling the relational databases?</p>			

**ATTACHMENT NINE
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
Project Team Member**

Candidate's Name:

Requirement: At least one candidate must have experience as a test coordinator for a minimum of 3 System Integration Projects. One of the Projects must be a School Interoperability Framework Implementation Project.

Company:	Contact Name: Primary or Alternate	Contact Title:	
Address:		Contact Phone Number:	
		Email Address:	
Project Name:		Beginning Date of Expr: Month/Year	Ending Date of Expr: Month/Year
Description of technical experience, capacity performed, and role that is related to services to be provided for this Project: Did the Project Team Member coordinate the testing for this Project? Was this a System Integration Project? Was this a School Interoperability Framework Implementation Project?			

**ATTACHMENT NINE
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
Project Team Member**

Candidate's Name:

Requirement: Experience testing database design and data flow on at least 3 System Integration Projects. One of the Projects must be a School Interoperability Framework Implementation Project of similar size, scope and complexity to this Vertical Reporting Project

Company:	Contact Name: Primary or Alternate	Contact Title:	
Address:		Contact Phone Number:	
		Email Address:	
Project Name:		Beginning Date of Expr: Month/Year	Ending Date of Expr: Month/Year
<p>Description of technical experience, capacity performed, and role that is related to services to be provided for this Project:</p> <p>Did the Project Team Member test the database design for this Project?</p> <p>Did the Project Team Member test the data flow for this Project?</p> <p>Was this System Integration for a School Interoperability Framework Implementation Project?</p> <p>Describe the size and scope of the project.</p>			

**ATTACHMENT NINE
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
Project Team Member**

Candidate's Name:

Requirement: At least one candidate must have been responsible for the full spectrum of system testing throughout a minimum of 3 software development projects.

Company:	Contact Name: Primary or Alternate	Contact Title:	
Address:		Contact Phone Number:	
		Email Address:	
Project Name:		Beginning Date of Expr: Month/Year	Ending Date of Expr: Month/Year
Description of technical experience, capacity performed, and role that is related to services to be provided for this Project: What system testing was performed by the Candidate? Was this project for a software development project?			

**ATTACHMENT NINE
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
Project Team Member**

Candidate's Name:

Requirement: Experience using automated testing tool(s) on at least 3 System Integration Projects. One of the Projects must be of similar size, scope and complexity to this Vertical Reporting Project.

Company:	Contact Name: Primary or Alternate	Contact Title:
Address:		Contact Phone Number: Email Address:
Project Name:	Beginning Date of Expr: Month/Year	Ending Date of Expr: Month/Year
Description of technical experience, capacity performed, and role that is related to services to be provided for this Project: What automated testing tools did the Candidate use on this project? Was this a System Integration Project? Describe the size and scope of the project.		

**ATTACHMENT NINE
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
Project Team Member**

Candidate's Name:

Requirement: Experience using defect tracking tool(s) on at least 3 System Integration Projects. One of the Projects must be of similar size, scope and complexity to this Vertical Reporting Project.

Company:	Contact Name: Primary or Alternate	Contact Title:	
Address:		Contact Phone Number:	
		Email Address:	
Project Name:	Beginning Date of Expr: Month/Year	Ending Date of Expr: Month/Year	
<p>Description of technical experience, capacity performed, and role that is related to services to be provided for this Project:</p> <p>What defect tracking tools did the Candidate use on this project?</p> <p>Was this a System Integration Project?</p> <p>Describe the size and scope of the project.</p>			

**ATTACHMENT NINE
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
Project Team Member**

Candidate's Name:

Requirement: Minimum of 3 projects where the candidate was responsible for developing training materials directed at technical staff for a project of similar complexity to this project.

Company:	Contact Name: Primary or Alternate	Contact Title:
Address:		Contact Phone Number: Email Address:
Project Name:	Beginning Date of Expr: Month/Year	Ending Date of Expr: Month/Year
<p>Description of technical experience, capacity performed, and role that is related to services to be provided for this Project:</p> <p>Was the candidate responsible for developing training materials for this project?</p> <p>Who was the target audience for the training materials?</p> <p>Describe the size and scope of the project.</p>		

**ATTACHMENT NINE
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
Project Team Member**

Candidate's Name:

Requirement: Minimum of 3 projects where the candidate was responsible for conducting training for technical staff for a project of similar complexity to this project. At least one project must have required training in preparation for a Schools Interoperability Framework implementation.

Company:	Contact Name: Primary or Alternate	Contact Title:
Address:		Contact Phone Number: Email Address:
Project Name:	Beginning Date of Expr: Month/Year	Ending Date of Expr: Month/Year
Description of technical experience, capacity performed, and role that is related to services to be provided for this Project: Was the candidate responsible for conducting training for a technical staff? Did the training included School Interoperability Framework implementation? Describe the size and scope of the project.		

**ATTACHMENT TEN
SYSTEM ARCHITECTURE SPECIFICATIONS**

**Technical Specifications
System Architecture**

Database Platform: Oracle
Oracle 10g release 2. Runs on Unix box described below. Oracle is licensed by CPU count of the server.
Hardware: HP SuperDome, Unix Operating System
<ul style="list-style-type: none"> • Two partitions (servers) in the SuperDome apply: one for the database server and one for the Informatica products. • The partitions are currently configured with a single 4-CPU cell. The SuperDome as a whole can be expanded to as many as 32 CPUs, implying that the two relevant partitions could be expanded to 8-CPU each. (It could go to 64-CPU if an expansion cabinet were added.) • The individual CPUs are PA-RISC, model PA8700+ operating at 875 MHz, with 768KB of instruction cache and 1536 KB of data cache on chip. • Each partition currently has 8GB of RAM. That can be expanded to 32GB on the existing cell, or 64MB if a second cell was added, i.e., if four more CPUs were added. • The current Informatica partition has 228GB of disk space reserved for it. The Oracle DW partition has 1.2 TB (terabytes). The system can handle 100 TB, if needed. • Storage attached with dual fiber channel in both partitions, with a 2 Gb/sec bandwidth each. • Network bandwidth is 2.8Gb/sec across 10 interfaces in each partition.
Extraction, Transformation and Loading Software: Informatica
<ul style="list-style-type: none"> • Informatica PowerCenter 7.14 (note: an upgrade to Informatica 8 is scheduled for August 2006) • Runs on the same Unix box described above • Licensed by CPU count of the server
Data Dictionary Software: Informatica SuperGlue
<ul style="list-style-type: none"> • Informatica SuperGlue 2.1 • Runs on the same Unix box described above • Licensed by CPU count of the server
Data Modeling Software: CA Erwin
<ul style="list-style-type: none"> • Erwin 4.1.4 SP 2 • AllFusion ModelMart repository
Programming Environment: Windows .NET
<ul style="list-style-type: none"> • .NET 1.1 today; update to .NET 2.0 in September 2006 • The Ohio Department of Education Framework of common/standard components for the Ohio Department of Education enterprise applications
Security Application : SAFE
<p>SAFE (Security Application for Enterprise) serves as an online identification card, giving customers secure access to the Ohio Department of Education programs and services with a single login. SAFE uses industry-standard security technologies for encryption of account names and passwords when transferred over the Internet (SSL).</p> <p>In its current form, SAFE is a proprietary application. Before the end of this project, however, SAFE will have evolved to expose accounts to applications as an industry standard LDAP (lightweight directory access protocol) directory. In addition, the Ohio Department of Education will be participating in a federated identity management consortium with participating Ohio educational organizations using the open source Shibboleth software.</p>

ATTACHMENT ELEVEN

OHIO CURRENT SOFTWARE VENDORS

Company	Product Type	Product
ACE Software	Student System, Accounting System, Personnel System, and Payroll System.	ADM-2000 and ADM-2000 Financial; ACE Charter School Services
Bassco, Inc	Student information system and finance	CIMS student & financial; SASI; Centerpoint
Management Council Ohio Education Computer Network (MCOECN) / The Administrative Assistants Ltd. (aal)	Student information system, special education	Electronic Student Information System (eSIS); eSIS SPED
Management Council Ohio Education Computer Network (MCOECN) / Northwest Ohio Area Computer Services Coop – NOACSC	Student information system	Data Analysis for Student Learning (DASL); REMIS; McSIS
Management Information Solutions, inc (MISi)	Student management system and data warehousing	k12datamanagement
Marysville Exempted Village Schools	Student data management system & Gradebook	Student data management system & Gradebook
PowerSchool, a division of Pearson School Systems	Student information system	Power School
Practical Solutions for Educators, Inc.	Special ed package	Special Ed Manager Pro
Software Answers, INC	grade book, lesson plan, attendance, special education	Progress Book
Spectrum K12 School Solutions	Special education package	ENCORE!
SUNGUARD Pentamation, Inc	Student information system, special education management and fund-accounting-based financial and HR management software	StudentPlus, eSchoolPlus, FinancePlus & IEPPlus
Worthington Schools	In-house systems	NA

ATTACHMENT TWELVE

GLOSSARY

Data Analysis for Student Learning (DASL) DASL is a web-based database software application that allows school districts to collect, store, and manage information about the students within their district and its buildings.

Data Conversion Plan A formal document that describes the strategies involved in converting data from the existing system to another hardware and/or software environment.

Data Conversion Results A formal document that shows the progress against the steps identified in the Data Conversion plan, any and all discrepancies or issues in deploying the conversion according to the plan, the steps taken to resolve the discrepancies or issues, and the final result.

Data Model A formal document that describes what information is to be contained in a database, how the information will be used, and how the items in the database will be related to each other.

Defects Tracking Log A formal document that is used to manage bugs and defects. It should include a screenshot, source code, steps taken or a script/test case that can reproduce the bug, and any relevant log files.

Deployment Strategy and Plan A formal document that describes the strategy for deploying a solution for both the organizational and project:

- Deployment to the whole organization.
- Deployment from one environment to another

Detailed Design Document A formal document that describes desired features and operations in detail, including screen layouts, business rules, process diagrams, pseudo code and other documentation. It describes the system architecture, file and database design, interfaces, and detailed hardware/software design; used as the baseline for system development. This document will evolve during the requirements gathering phase of the project and will be continually updated to reflect new knowledge.

Education Management Information System The Education Management Information System is Ohio's system for collecting state required data – including student, staff, program, course and financial data – from the local education agencies.

Electronic Student Information System (eSIS) A web-based Student Management System that includes scheduling, grading, transcripts, discipline, attendance, medical, transportation, fees, lockers, report cards, interim progress reports, teams and groups information, testing, and the Education Management Information System.

Escalation Plan A formal document describes what testers need to do when problems arise during testing.

High-Level Design Document A formal document that provides a description of the architecture of the system. It consists of the identification and specification of the major modules (objects, procedures or functions) that make up the system. It also identifies the interconnections or relationships among the modules of the system.

Implementation activities check list A formal document that describes the processes required to implement the system and should identify the high leverage items, interdependencies between the installation modules, and training.

Implementation Certification Document A formal document that certifies the system has been tested, installed, and is fully operational.

Master Test Plan The formal document that identifies the tasks and activities so the entire system can be adequately tested to assure a successful implementation.

Master Test Plan Results A formal document that shows the progress against the steps identified in the Master Test Plan, any and all discrepancies or issues in testing, the steps taken to resolve the discrepancies or issues, and the final results.

Operational Data Store The repository of educational data.

Pre-Conversion Test Results A formal document that describes the legacy data by identified parameters that will be used to compare against after conversion to ensure completeness and accuracy.

Privacy Act Notice For any system that has been determined to be an official System of Records (in terms of the criteria established by the Privacy Act), a special notice must be published in the Federal Register that identifies the purpose of the system; describes its routine use and what types of information and data are contained in its records; describes where and how the records are located; and identifies who the System Manager is.

Project Plan A formal document that is composed of tasks, dependencies, resources, schedules and budgets and is a formal, approved document used to guide both project execution and project control and meets the requirements of this RFP.

Release Readiness Review A formal document that describes the gathered metrics regarding the state of the system to be released and includes a compilation of all previous documents and a release recommendation.

Requirements Document A formal document that describes the business (functional) requirements of a system; and includes analysis of function hierarchy, legacy system documentation, business rules, and requirements mapped to the function hierarchy and serves as the baseline for system validation.

Requirements Traceability Matrix A formal document that tracks the functional requirements and their implementation through the development process.

Risk Management Plan A formal document that identifies project risks and specifies the plans to reduce these risks.

Risk Response Plan A formal document that describes all identified risks, including description, cause, probability of occurring, impact(s) on objectives, proposed responses, owners, and current status.

Roles and Responsibility Chart A formal document that relates the project organization structure to the work breakdown structure to help ensure that each element of the project's scope of work is assigned to a responsible individual.

SIF The Schools Interoperability Framework (SIF) is a technical blueprint for enabling diverse applications to interact and share data related to entities in the PK-12 instructional and administrative environment.

SIF Agent A software program that serves as the intermediary between the software application and the SIF Zone. The agent is able to publish messages when events occur in its application, react to incoming events, and can request data and process responses from other applications.

SIF Data Object Sets of information shared by software applications using the rules of the SIF specification.

SIF Specification A set of documents that articulate a set of common definitions for school data and a set of rules for how this data can be shared and defines the rules for how software programs can send these data objects to each other.

SIF Zone A SIF Zone is a logical grouping of applications, in which software application agents communicate with each other through a central communication point – the Zone Integration Server. Data is shared between applications through a series of standardized messages, queries, and events written in Extensible Markup Language and sent using Internet protocols. These events are defined by the SIF Specification.

State Software Development Team Under the direction/support of the Ohio Department of Education Information Management Services, the SSDT personnel provide a comprehensive program of technical assistance to the OECN to develop, distribute, and maintain these user-driven software applications and to provide in-service programs to IT Center staff who use these applications to supply services to their member school districts.

Statewide Student Identifier system In 2002, through the use of a third-party administrator (IBM), Ohio implemented the Statewide Student Identification System to assign unique permanent identification numbers to students.

Status Reports Reports given to both the project team and to a responsible person on a regular basis stating the position of an activity, work package, or whole project. Status Reports should be used to control the project and to keep management informed of project status.

Support Expectations Document A formal document that describes appropriate customer expectations from the vendor and also serves to prepare customers for what a technician may ask of them to facilitate services to provide support and maintenance of the software. It will define the process for communication and feedback for the users.

System Administrator Guide A formal document that provides systems maintenance personnel with the information necessary to configure and maintain the system effectively.

System Architecture Diagram A formal document that uses information flow characteristics, and maps them into the program structure. Transformation mapping method is applied to exhibit distinct boundaries between incoming and outgoing data. The Data Flow diagrams allocate control input, processing, and output along three separate modules.

System Requirements Specification A formal document that describes the vendor's understanding of the system requirements and dependencies prior to any actual design or development work. The document describes the functions and capabilities the system must provide, as well as states any required constraints by which the system must abide.

Technical Assistance Plan A formal document that describes what services will be provided as technical assistance from software troubleshooting to customized technical support.

Unit Test Defects Tracking Log A formal document that lists problems encountered during testing and is attached to the Master Test Plan Results.

Unit Test Plan A formal document that describes the process of ensuring that the software unit executes as intended; usually performed by the developer.

Training Plan A formal document that outlines the objectives, needs, strategy, and curriculum to be addressed for training the technical staff, systems management, and the users of the system.

Use Cases A formal document that describes an ordered set of processes, initiated by a specific trigger which accomplishes a meaningful unit of work from the perspective of the user.

User Manuals A formal document that contains all essential information for the user to make full use of the new or upgraded system

Zone Integration Server A software program that serves as the central communications point in a SIF Zone. It keeps track of all the agents registered in the Zone and manages all transactions between and among Agents.

ATTACHMENT THIRTEEN

COST SUMMARY

Tasks and Deliverables	Cost
<i>Analysis and Requirements Definition</i>	\$
<i>Design</i>	\$
<i>Develop and Unit Test</i>	\$
<i>Test</i>	\$
<i>Data Conversion</i>	\$
<i>Implementation, Training and Technical Assistance</i>	\$
<i>Post Implementation</i>	\$
<i>Zone Integration Server Hardware: Unit cost _____ X 28</i>	\$
Total Not to Exceed Fixed Price	\$

Performance Bond Cost
\$

ATTACHMENT THIRTEEN

COST SUMMARY

Optional – The offeror must complete both cost summaries for the Optional Statewide Student Identifier Replacement System and the Optional Technical Assistance.

Optional Statewide Student Identifier Replacement System

Tasks and Deliverables	Total Cost
Analysis and Requirements Definition	\$
Design	\$
Develop and Unit Test	\$
Test	\$
Data Conversion	\$
Implementation, Training and Technical Assistance	\$
Total Optional Statewide Student Identifier Replacements System Cost:	\$

Optional Technical Assistance

Position	Hourly Rate	X	Estimated Block of Hours	=	Total Cost
Systems Analyst	\$	X	4,000	=	\$
Business Analyst	\$	X	4,000	=	\$
Programmer Analyst	\$	X	4,000	=	\$
Sr. Programmer Analyst	\$	X	4,000	=	\$
Total Optional Technical Staffing Cost:	\$				