

REQUEST FOR PROPOSALS

RFP NUMBER: 0A1035
DATE ISSUED: January 18, 2008

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

Inspection, Licensing and Certification Application

INQUIRY PERIOD BEGINS: January 18, 2008
INQUIRY PERIOD ENDS: February 14, 2008
OPENING DATE: February 21, 2008
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: February 8, 2008 at 9:00 a.m.

This RFP consists of five parts and twelve attachments, totaling 146 consecutively numbered pages. Supplements also are attached to this RFP with a beginning header page and an ending trailer page. Please verify that you have a complete copy.



PART ONE: EXECUTIVE SUMMARY

Purpose. This is a Request for Competitive Sealed Proposals ("RFP") under Sections 125.071 and 125.18 of the Ohio Revised Code (the "Revised Code") and Section 123:5-1-8 of the Ohio Administrative Code (the "Administrative Code"). The Department of Commerce has asked the Office of Information Technology to solicit competitive sealed proposals ("Proposals") for an Inspection, Licensing and Certification Application (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 June 30, 2009, whichever is sooner. The State may renew this Contract for up to one additional one-year term(s), subject to and contingent on the discretionary decision of the Ohio General Assembly to appropriate funds for this Contract in each new biennium. Any such renewal of all or part of the Contract also is subject to the satisfactory performance of the Contractor and the needs of the Department of Commerce.

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 Ohio Department of Commerce serves as a single State agency accountable for the operations of eight functional divisions. The Division of Administration, within the Department of Commerce, provides policy and administrative direction as well as various centralized functions for Commerce's eight operating divisions. These services are provided through the Office of the Director; Communications; Fiscal Administration; Human Resources; the Information Technology Group; Legal; Legislative Affairs; Quality, Training and Employee Development; and Support Services.

The Division of Industrial Compliance is responsible for:

Bureau of Building Code Compliance: The Bureau of Building Code Compliance reviews building plans to insure compliance with the Ohio Building Code for new construction projects as well as major renovations, additions or alterations to existing structures. The Bureau has jurisdiction over all state universities, state funded projects, state owned properties and all structures other than one, two, or three family dwellings, except where local certified building departments have jurisdiction.

Applications with architectural drawings for plan review may be sent by mail, email or dropped off at the Bureau's office in Reynoldsburg. Smaller projects can utilize the Bureau's walk-in/same day review service. Walk-in appointments are scheduled in advance between 7:30 AM and 2:00 PM daily.

The Inspection section ensures that construction, electrical wiring, and plumbing projects proceed in accordance with the Ohio Building Code. The duties of the Bureau include inspection of new construction, additions and alterations to existing structures. The section contains the Building Inspection Section, Electrical Inspection Section, and Plumbing Section.

The Plumbing Section enforces the Ohio Plumbing Code and certifies plumbing inspectors. These inspectors help maintain a safe water source by enforcing proper design and installation of water waste

and vent piping systems. The Plumbing Section reviews plumbing plans before issuing permits and dispatches inspectors to enforce code compliance.

The Backflow program helps protect the environment and safeguard the potable water system for all the citizens of Ohio. Backflow refers to the unintentional reversal of flow in a potable water system that may result in contamination or pollution to the system. To ensure that services are provided by qualified professionals, persons who test or repair backflow prevention assemblies or perform cross connection survey inspections are certified by the Division of Industrial Compliance. Certificates are issued only after an applicant has completed the required training course and successfully passed a written examination as well as a practical exam.

Bureau of Operations and Maintenance: The Bureau of Operations and Maintenance is responsible for proper operation and maintenance of the structures and critical systems within Ohio's "built environment." The Bureau oversees critical systems such as boiler operations and maintenance, and elevators. The Bureau is also responsible for the regulation of bedding, upholstered furniture, and stuffed toy products. In addition, the Bureau provides for the licensing and/or registration of boiler contractors, boiler operators, steam engineers, boiler and elevator inspectors, ski/tramways, and roller rinks.

The Bedding Section protects Ohio consumers and retailers against the misrepresentation of filling materials in articles of bedding, upholstered furniture and stuffed toys. Chemists perform analytical tests and law label validation on regulated articles. The section's laboratory is in Reynoldsburg, OH.

The section requires registration of manufacturers, importers, distributors and wholesalers whose articles are offered for sale or for use in Ohio. Additionally, the section regulates secondhand dealers offering used products in Ohio. A component of the secondhand license is proper sanitization and labeling of regulated articles prior to being offered for sale.

The Boiler Section enforces the rules relating to inspection, construction, installation, and repair of operating boilers. All boilers, with some exceptions, must be inspected annually. These inspections are both internal and external examinations of the boilers and all operating aspects of them. Both state employed inspectors and special inspectors (employed by insurance companies) perform the inspections. If a boiler is unsafe or does not meet the required safety criteria, the superintendent may order its operation to cease until the necessary corrective action is made. When a boiler meets all safety standards outlined in the revised and administrative rules a Certificate of Operation is issued.

The Elevator Inspection Section promotes safety in Ohio by performing semiannual inspections of passenger, freight, special service, tower, coal mine, and handicap elevators. Additionally, escalators, dumbwaiters, stage-lifts and belt-type man-lifts fall within the Section's jurisdiction.

There are nearly 31,000 elevator devices tracked in the section's database. The elevator section's field inspectors are certified under the ASME Q.E.I. criteria. The cities of Cleveland and Cincinnati provide their own inspections and are not regulated by the Section.

Ohio enforces the revised American Society of Mechanical Engineers (ASME A17.1) code for elevators, which includes provisions for special purpose personnel elevators, as well as the ASME A18.1 standard for platform lifts and stairway chair lifts. Please see the section's web site for specific information.

Within the Licensing and Certification Section, the Steam Engineers Section is responsible for conducting examinations and licensing of persons who qualify as stationary steam engineers and boiler operators. Without a license, no person may legally perform the duties relating to the operation of stationary steam engines or stationary steam boilers over 30 horsepower.

Licensed stationary steam engineers and boiler operators must have knowledge on a variety of subjects relating to power plant systems. The State of Ohio Stationary Steam Engineers License Examinations are designed to determine if individuals have such knowledge and skill to operate steam equipment in a safe and effective manner.

The Licensing and Certification Section also oversees the licensing and/or registration of Boiler and Elevator Inspectors, Boiler Contractors, Roller Rinks, and Ski/Tramway equipment.

The Division of Industrial Compliance performs the following activities related to the Bureau's mission:

- The Bureaus are supported by internal support staff and also a fiscal section, and a centralized scheduling office for all field staff coordination.
- The Division also regulates industry compliance with the laws pertaining to:
 - Bureau of Building Code Compliance Ohio Revised Code Chapters 3781 and 3791 and Ohio Administrative Code 4101:1 Ohio Building Code, 4101:2 Ohio Mechanical/Electrical Code, 4101:3 Ohio Plumbing Code
 - Plumbing Ohio Revised Code Chapter Chapter 3703 and Ohio Administrative Code 4101:3 and 4101:7
 - Bedding, Upholstered Furniture & Stuffed Toys Ohio Revised Code Chapter 3713 and Ohio Administrative Code 4101:6:
 - Boilers Ohio Revised Code Chapter 4104 and Ohio Administrative Code 4101:4
 - Boiler Operators & Steam Engineers Ohio Revised Code Chapter 4104 and Ohio Administrative Code: 4101: 4 and 1301:3-5
 - Elevators Ohio Revised Code Chapter 4105 and Ohio Administrative Code 4101:5
 - Board of Building Appeals Ohio Revised Code Section 3781.19 and Administrative Code 4101:13

Volumetric information. Below is volume information on key activities performed at the Division of Industrial Compliance.

ITEMS	NUMBERS
Total users (includes state inspectors)	230
Permits generated annually	11,626
Documents generated (certificates and letters)	258,560
Number of annual inspections	95,997

The following information has been included to provide offerors with a brief overview of the current Division of Industrial Compliance environment.

The information has been broken into the following categories:

- Systems Overview
- Databases
- Data Conversion
- Required Interfaces
- Detailed Technical Information

Systems Overview. All DIC applications reside on a network infrastructure shared with other Commerce divisions. It resides on an Ethernet network that carries a Microsoft Windows environment. The Ethernet network consists of several Dell system servers for file, print and storage. There are Windows XP client workstations, and DIC application servers hosting Click Software and FOCUS applications.

The Division of Industrial Compliance currently includes over 100 workstations:

- All Dell servers are using Windows 2000 or 2003
- All workstation clients use Windows XP
- The network topology is Ethernet. The Ethernet segment of the network consists of a MS Windows environment using Windows Active Directory.
- The Department of Commerce uses MS Exchange/Outlook for network email

The following table provides further information about the current DIC software and server environment.

	GIS Server	CLICK Server	FAX Server	SQL Server N1	SQL Server N2	Virtual Server	Workstations
Software	Apache-Geocodin	CLICK	Stree Cente	MS SQL	MS SQL	Focus	MS Office
	Apache-Routin		Streem Interfac	MS Service	MS Service	FOCU application	
	MapInf		Stree Center 1.	DIC/SF Intellinetics	DIC/SF Intellinetics	Index for Documen Managemen Syste	
				FOCU applications CLICK	FOCU applications CLICK	CLICK	
Processor	3.2	3.2	Xeno	3.2	3.2	N/	various
Memory	2	2	1	2	2	N/	various
Hard Drive/RAID	(4) 73	(4) 73	(2) 73	(6) 73	(6) 73	N/	various
Operating System	Windows	Windows	Window 200	Windows	Windows	N/	Windows XP
Make	Dell 259	Dell 265	Del PowerEdg 259	Dell 265	Dell 265	N/	Dell
Data Storage	N/A	N/A	N/A	Dell Power Vault 220	Dell Power Vault 220	N/A	N/A

FOCUS Software. FOCUS is the primary business system for DIC and consists of six separate applications and databases. The existence of multiple applications and databases is a consequence of cloning the original application to create new functionality. As a result, each functional area has its own program and database.

The FOCUS architecture employs a thick client (parts of the program code are placed on each workstation). FOCUS clients also receive upgrades via executables stored on a SQL server.

Click Software. Click is a scheduling program that communicates with Focus to schedule and route inspectors. The program also interfaces with the MapInfo GIS application to optimize inspection routes.

Focus sends Click Software a list of on-demand inspections and a 30 day bucket of re-occurring scheduled inspections. The communication process is programmed in XML.

Click contains the business logic for the scheduling of inspectors such as: the inspection location and the individual inspector's calendars, county/district, and discipline. Click software assigns the inspection to an individual inspector using defined business logic, schedules the inspection and the optimized route for the appropriate inspector, and then sends the information to the FOCUS application.

The software is used to fax Inspectors their route, the inspection type, and their scheduled inspections for the day. It uses SMTP to communicate with the exchange server. Inspectors, working from their homes in multiple counties, receive the faxes daily.

Intellinetics Software. This is the document management system that provides DIC a central repository to store documents required for day to day activity. (Note, document management is not performed division wide.)

Web Links. The table below captures the website links and technology used:

LINK	DESCRIPTION	TECHNOLOGY USED
Building Code Compliance interface	Customer is able to submit, resubmit, and retrieve approved plans, as well as pay applicable fees for structural, electrical, medical gas, and plumbing requests.	Website is not connected to the database. An email notifies the staff once information and files provided by the customer have been uploaded. The information is then manually entered into FOCUS and any pdf plans received from the website repository are forwarded to the plan reviewer. For payments, a customer is then directed to a website powered by EzGov software that debits the customer's credit card and credits DIC's account at 5/3 bank.
Plan review status	Customer is able to review status of plan approval based on CPA number.	System is updated weekly to reflect plans that have been reviewed (report is pulled using report writer FOCUS)
Building permit information report	Customer is able to review building permits by county, retrieving information such as: cost, owner address, type of permit, project address	System is updated weekly to reflect the permits processed in the plans and specs database. (report is pulled using report writer on FOCUS)
Elevator Database Query	Customer is able to view elevator data such as: last inspection, type of elevator, permit number	Program uses a report writer to pull information from the database real time and display to the customer.
Boiler Contractor status	Customer is able to view the contractor's status of active, or not active, registered or not registered.	Program uses a report writer to pull information from the database real time and display to the customer.
LINK	DESCRIPTION	TECHNOLOGY USED
Boiler Status information	Customer is able to view boiler data such as: last inspection, type of boiler, permit number	Program uses a report writer to pull information from the database real time and display to the customer.
Plumbing Inspector Certification	Customer is able to view Certified plumbing inspectors information such as: employer, work number, cert number, expiration date and status	Web server is updated nightly from FOCUS with plumbing information. Information is stored in an access database.
Certified Backflow Testers	Customer is able to view Backflow Testers information such as: name, cert number, active or inactive	Web server is updated nightly from FOCUS with plumbing information. Information is stored in an access database.

DATABASES

Below is a list of six DIC databases that the vendor is required to address for the implementation of its solution.

Boilers (BOILOHS). This database is used to hold information about the boilers, their location, type of boiler, year installed, and multiple addresses such as: location, owner, and billing. Boiler contractor and inspector information along with certification status is also found in the database. This database is stored on SQL 2000.

Plans and Specification (PSCCOHS). This database is used to hold information about electrical, structural, plumbing and medical gas plan review, permit request and permit generation. Data includes location, owner address, contractor, construction type and status of the permit. This database is stored on SQL 2000.

Bedding (BUSHOHS). This database is used to store information such as wholesalers, distributors, importers, retail locations, second hand store registration, and manufactures as well as inspection results on retail locations. This database is stored on SQL 2000.

Elevators (ELEVOHS). This database stores information about elevators located throughout the state of Ohio. Information such as elevator location, semi-annual or annual inspection dates, elevator details, new elevator plan review and installation approval is found in the database. This database is stored on SQL 2000.

Appeals. This database tracks information about the appeal process that includes tracking the appeal, including application, customer, results, hearing schedule. Database is stored on FoxPro.

Boiler Operator License. This database tracks Boiler operator, license information, commission, card issuance, roller rink, and sky tram information. Database is stored on FoxPro.

DIC Deliverables. Provided below is a list of the required documents DIC provides to customers to perform certain activities:

PERMITS.

PERMIT	DESCRIPTION
Building Permit	A Building Permit is issued to the customer once the plan review has passed indicating construction can begin. If the plan does not pass plan review, but it is determined that certain parts of the project can begin, then an addendum is documented on the permit noting this information.
Installation Permit	An Installation Permit is issued to the customer once the plan review has passed indicating that an Elevator or Boiler can be installed. An Installation Permit is issued to the customer for a new Boiler once the installation contractor is validated with the state.

CERTIFICATES.

CERTIFICATE	DESCRIPTION
Certificate of Occupancy	A Certificate of Occupancy is issued to the customer once the final inspection has passed indicating the new structure is complete.
Temporary Certificate of Occupancy	A Temporary Certificate of Occupancy is issued to the customer for special requests where the final inspection has not been completed or passed, but the structure can be used for a certain period of time before the final Certificate of Occupancy must be issued.
Partial Certificate of Occupancy	A Partial Certificate of Occupancy is issued to the customer for special requests where the final inspection has not been completed or passed, but part of the new structure is ready for use (e.g. a condominium unit). The final Certificate of Occupancy is issued once the remaining part of the structure has passed a final inspection.
Certificate of Operation	For new Boilers and Elevators, a Certificate of Operation is issued to the customer once the inspection has passed indicating the new object is ready for use. For existing Boilers, the Certificate of Operation is issued once the regularly scheduled inspection has passed indicating it can continue to be used. For existing Elevator, the Certificate of Operation is issued once the renewal fee has been paid by the customer. All Certificate of Operations issued must be renewed yearly.
Temporary Certificate of Operation	A Temporary Certificate of Operation is issued to the customer for special requests where the installation inspection has not been completed or passed, but the Elevator can be used for certain period of time before the final Certificate of Occupancy must be issued.
Backflow Tester	A Backflow Tester Certification is issued to a qualified candidate to either install or inspect a backflow devise. A certification is required by the state to perform these operations.
Plumbing Inspector	A Plumbing Inspector Certification is issued to a qualified candidate to inspect plumbing inspections. A certification is required by the state to perform these operations. Plumbing Inspector Certification must be renewed every three years through continuing education requirements.

REGISTRATIONS.

REGISTRATION	DESCRIPTIONS
Ski Tramway Equipment	A Ski Tramway Equipment Registration is issued to the operator for each Ski Lift or Ski Tow piece of equipment and is required by the state for the devise to be used. All Ski Tramway Equipment Registrations must be renewed yearly.
Roller Rink	A Roller Rink Registration is issued for all roller rinks and required in order operate in the state. All Roller Rink Registrations must be renewed yearly.
Contractor	A Contractor Registration is issued to qualified individuals to install boilers. A registration is required by the state to perform this operation. All Contractor Registrations must be renewed yearly.
Inspector	An Inspector Registration is issued to qualified individuals to perform regularly scheduled boiler and elevator inspections. A registration is required by the state to perform this operation. All Inspector Registrations must be renewed yearly.

Second-Hand Retailer	A Second-Hand Retailer Registration is issued to qualified individuals to sell second-hand “filled” products. A registration is required by the state to sell used “filled” products. Second-Hand Retailers include auction houses, flea markets, county fairs, renovators, consignment shops, mobile homes dealers, RV dealers, importers, distributors. All Second Hand Retailer Registrations must be renewed yearly.
Manufacturer, Distributer, Wholesaler	A New Product Company Registration is issued to manufacturers, distributors/importers and/or wholesalers of “filled” products once they have passed lab tests indicating they can distribute products within the state. All New Product Company Registrations must be renewed yearly.
Annual Authorization	An Annual Authorization Registration is issued to qualified individuals part of a university to perform minor structural and electrical tasks on university sites without an inspection. A registration is required by the state to perform this operation. All Annual Authorization Registrations must be renewed yearly.

LICENSES.

LICENSE	DESCRIPTION
Boiler Operator	A Boiler Operator License is issued to qualified individuals to operate a boiler. A license is required by the state to operate this device. All Boiler Operator Licenses must be renewed yearly.

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:

To acquire an upgradeable, supported, commercial (COTS) software products to meet the agency’s inspection and licensing requirements as outlined in Supplement Two. This includes all development, version control, and other software needed to complete the Project.

The successful offeror must also provide any required configuration, modification and implementation services as identified in Supplement Two, Supplement Three, Supplement Four and this RFP.

Additionally, the successful offeror must provide any other software, as well as the configuration and implementation of that software, required for the successful implementation of the COTS solution.

1. To improve the overall efficiency of the DIC business processes by implementing an integrated software application and unified database for field inspection, licensing and certification processes;
2. To improve the ease, speed and security of internal and external users submitting and retrieving information by taking advantage of newer and more integrated technology;
3. To improve reporting, processing, and tracking by consolidating legacy systems and streamlining tracking capabilities;
4. To better communicate with and transfer data between external entities;
5. To provide a flexible, scalable system which will enable the addition of new modules or versions (future projects) with minimal cost and effort;
6. To provide a robust mechanism for the tracking and summarization of inspection, licensing, certification, revenue, reporting, staff performance and metric measurements data;
7. To support the Turnaround Ohio Program by developing a technologically advanced field inspection, licensing and certification application which in turn will support development and growth in the commercial industry and building systems safety sectors within Ohio.

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.

The Contractor must provide inspection, licensing and certification application software and associated perpetual licenses for the use of that software. The Contractor also must provide implementation services, support and maintenance and associated software and services to sustain the successful operation of the software for the life of the Contract.

This includes: all required software licenses, application implementation services, software maintenance and real-time support services.

1. The Contractor must provide upgradeable and supportable inspection, licensing and certification application software capabilities necessary to meet the requirements in Supplement Two, Supplement Three, and Supplement Four of this RFP.
2. The Contractor must provide implementation services, support and maintenance and associated software and services to sustain the successful operation of the software for the life of the Contract and as defined in Attachment Two.
3. The Contractor must provide overall project management for the tasks under this Contract; including the day-to-day management of its staff.
4. The Scope of Work includes, but is not limited to, preparing, planning, and executing tasks for:
 - Technical architecture
 - Project management
 - Software installation
 - Change management
 - Design
 - Defect tracking and analysis
 - Configuration
 - Conversion
 - Testing
 - Training
 - Implementation
 - Database management
 - Reporting
 - System support and maintenance

As part of the Project, the Contractor must license or arrange for the licensing of certain commercial software products ("Commercial Software") to the State. Commercial Software is software sold in the marketplace in substantial quantities in a substantially unaltered form from one transaction to another and that is maintained through a support program that includes regular updates and new releases. It may also include freeware, such as GNU software, if made generally available in the marketplace, even though such does not precisely meet the above definition. It does not include shells, subroutines, and similar stock bits of software that are not made generally available to the marketplace but that the offeror or others routinely incorporate into otherwise custom work. The inspection, licensing and certification application is considered a key application ("Key Commercial Software"). It must meet the above definition for Commercial Software, and the offeror must offer to license it or arrange for the licensing of it to the State through a license agreement substantially in the form of Attachment Eleven to this RFP. Other Commercial Software necessary for the offeror to complete the Project, if awarded the Contract, may be licensed to the State under the terms of Attachment Four or the applicable software marketer's standard commercial license, if the terms of that license are acceptable to the State, or if the State and the software marketer negotiate acceptable changes to the commercial license.

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:	January 18, 2008
Inquiry Period Begins:	January 18, 2008
Pre-Proposal Conference Date:	February 8, 2008 at 9:00 a.m.
Inquiry Period Ends:	February 14, 2008 at 8:00 a.m.
Proposal Due Date:	February 21, 2008 at 11:00 a.m.

Estimated Dates

Award Date:	April 30, 2008
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Estimated Project Dates

Project Work Begins:	July 1, 2008
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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 twelve 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 (Deliverable Sign-Off Form)
Attachment Seven	Offeror Certification Form
Attachment Eight	Offeror Profile Summary
Attachment Nine	Personnel Profile Summary
Attachment Ten	System Development Life Cycle Overview
Attachment Eleven	Master Contract for Software Licensing
Attachment Twelve	Cost Summary

Supplements:

Supplement One	W-9 Form
Supplement Two	Functional Requirements
Supplement Three	Technical Requirements
Supplement Four	Global Requirements
Supplement Five	ODOC Confidentiality and Non-Disclosure Agreement
Supplement Six	Project Class Requirements
Supplement Seven	Recommended Platform Configuration Forms

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:

Edward Razler
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 Department of Commerce 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 as exceptions to the terms and conditions of this RFP.

Pre-Proposal Conference. The State will hold a Pre-Proposal Conference on February 8, 2008 at 9:00 a.m., in the Lobby Conference Room of the State Office Tower, ground floor, 30 East Broad Street, 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 due date for Proposals, the State will permit offerors to withdraw their Proposals within five business days after the amendment is issued. This withdrawal option will allow any offeror to remove its Proposal from active consideration should the offeror feel that the amendment changes the nature of the transaction so much that the offeror's Proposal is no longer in its interest. Alternatively, the State may allow offerors that have Proposals under active consideration to modify their Proposals in response to the amendment.

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

Proposal Submittal. Each offeror must submit a technical section and a cost section as part of its total Proposal before the opening time on the Proposal due date. The offeror must submit the technical section as a separate package from the cost section of its Proposal, and each section must be submitted in its own separate, opaque package. The package with the technical section of the Proposal must be sealed and contain one originally signed technical section and three copies of the technical section, and the package with the cost section also must be sealed and contain two complete copies of the cost section of the Proposal. Further, the offeror must mark the outside of each package with either "Inspection, Licensing and Certification Application RFP – Technical Proposal" or "Inspection, Licensing and Certification Application RFP – Cost Summary," as appropriate.

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

Proposals are due no later than 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 interest to accept and may decide not to award a contract to any or all of the offerors responding to this RFP.

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

All Proposals and other material that offerors submit will become the property of the State and may be returned only at the State's option. Offerors should not include any confidential information in a Proposal

or other material submitted as part of the evaluation process. All Proposals will be open to the public after the State has awarded the Contract.

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

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

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

Changes to Proposals. The State will allow modifications or withdrawals of Proposals only if the State receives them before the Proposal due date. No modifications or withdrawals will be permitted after the 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 interest 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. Requests for more information;

5. Determination of responsibility; and
6. Contract Negotiations.

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

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

Corrections and clarifications must be completed off State premises.

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

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

The State also may have the Proposals or portions of them reviewed and evaluated by independent third parties or various State personnel with experience that relates to the work or to a criterion in the evaluation process. Additionally, the State may seek reviews from end users of the 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 above to each requirement is only a value used to determine which Proposal is the most advantageous to the State in relation to the other Proposals that the State received. It is not a basis for determining the importance of meeting that requirement.

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

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

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

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

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

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

Requests for More Information. The State may require some offerors to interview, make a presentation about their Proposals, or demonstrate their products or services. If the presentations, demonstrations, or interviews are held as part of the technical evaluation phase, all offerors that have Proposals under evaluation may participate. Alternatively, if the presentations, demonstrations, or interviews are held after

the technical evaluation, the State normally will limit them to one or more of the highest ranking offerors. The State normally will limit such presentations, demonstrations, and interviews to areas in which it seeks further information from the highest ranking offeror or offerors. Typically, these discussions provide an offeror with an opportunity to do one or more of the following:

- Clarify its Proposal and ensure a mutual understanding of the Proposal's content;
- 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, provided the State does not plan to reissue the RFP. If the State plans to reissue the RFP, the Contract file will not be available until the subsequent RFP process is completed. Unless the State agrees otherwise in writing, the offeror must draft and sign the written changes and submit them to the State within five business days. If the State accepts the changes, the State will give the offeror written notice of the State's acceptance, and the negotiated changes to the successful offer will become a part of the Contract.

Failure to Negotiate. If an offeror fails to provide the necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the State may terminate negotiations with that offeror, remove the offeror's Proposal from further consideration, and seek such other remedies as may be available in law or in equity. Further, if negotiations involve proposed changes to Attachment Eleven for Key Commercial Software, the State may terminate negotiations with that offeror and remove the offeror's Proposal from further consideration, if the State and the offeror cannot agree on terms acceptable to the State.

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 interest and has not changed the award date.

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

Included with this RFP, as Attachment Five, is a sample of the Contract for the RFP. The State will issue two originals of the Contract to the Contractor proposed for award. The offeror must sign and return the two originals to the Procurement Representative. The State also will issue two originals of any Master Contract(s) for Software Licensing (Master Contract(s)) to the Contractor. If the licensor under any such Master Contract is not the offeror, the offeror will be responsible for coordinating execution of the document by the licensor and returning it to the State with the two originally signed copies of the Contract. The Contract and any Master Contract will bind the State only when the State's duly authorized representative signs all copies and returns one to the Contractor with an award letter, the State issues a purchase order, and all other prerequisites identified in the Contract have occurred.

The Contractor must begin work within 15 business days after the State issues a purchase order under the Contract. If the State awards a Contract pursuant to this RFP, and the Contractor is unable or unwilling to begin the work within the time specified above, the State may cancel the Contract, effective immediately on notice to the Contractor. The State then may return to the evaluation process under this

RFP and resume the process without giving further consideration to the originally selected Proposal. 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. The one-page Contract (Attachment Five) in its final form;
2. This RFP, as amended;
3. The documents and materials incorporated by reference in the RFP;
4. The Contractor's Proposal, as amended, clarified, and accepted by the State; and
5. The documents and materials incorporated by reference in the Contractor's Proposal.

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

Any Master Contract for Software Licensing will be a separate agreement and not part of the Contract, but the State may require the incorporation into the Master Contract of any representations regarding the performance, features, and functions of the Key Commercial Software made in the RFP.

ATTACHMENT ONE: EVALUATION CRITERIA

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

Mandatory Requirements	Reject	Accept
The proposed key commercial software must have been both in production and commercially available for at least the past 36 months.		
The manufacturer of the proposed key commercial software must have produced upgrade releases/hot fixes within the past 24 months.		
The offeror must propose an inspection, licensing and permitting solution that includes an existing integrated scheduling and routing solution or propose to integrate with the Department of Commerce's existing Click Software solution. Note: A fully integrated scheduling and routing solution is preferred. Proposing to integrate a third-party scheduling and routing solution as part of the development and implementation of the proposed solution is <u>not</u> acceptable. Offerors without an existing integrated routing and scheduling solution must propose to integrate with the current Click Software solution.		

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

Scored Criteria	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
Offeror Experience					
The offeror must have experience as the prime contractor on at least 2 projects involving inspection, licensing and certification.	3	0	5	7	9
Project Manager Experience					
The proposed Project Manager must have experience as the project Manager on at least four completed projects of similar size and complexity. At least 2 of the 4 projects must have included the proposed key commercial software.	3	0	5	7	9
The proposed Project Manager must have experience as the project Manager on at least 2 completed projects involving 100 or more users.	3	0	5	7	9
Project Team Experience					
At least one proposed team member must demonstrate experience designing and integrating business processes on at least 2 completed projects of similar size and scope.	3	0	5	7	9
At least one proposed team member must demonstrate experience designing and implementing workflow processes on at least 2 completed projects of similar size and scope.	3	0	5	7	9

At least one proposed team member must demonstrate experience migrating multiple types of databases into one centralized database on at least 2 completed projects of similar size and scope.	3	0	5	7	9
At least one proposed team member must demonstrate experience designing reports on at least 2 completed projects.	3	0	5	7	9
At least one proposed team member must demonstrate experience performing Train-the-Trainer and end user training on at least 2 completed projects.	3	0	5	7	9
At least one proposed team member must demonstrate experience designing and developing training materials processes on at least 2 completed projects.	3	0	5	7	9
At least one proposed team member must demonstrate experience developing system documentation on at least 2 completed projects.	3	0	5	7	9
At least one proposed team member must have experience performing user acceptance testing (UAT) on at least 2 completed projects.	3	0	5	7	9
At least one proposed team member must have experience performing unit testing and system integration testing on at least 2 completed projects.	3	0	5	7	9
Project Plan	2	0	5	7	9
Project Schedule	2	0	5	7	9
Staffing Plan	2	0	5	7	9
Proposed System Solution					
Functional Requirements (Attachment Three)					
Plan Review	3	0	5	7	9
Inspections	3	0	5	7	9
Scheduling/Routing	3	0	5	7	9
Lab Testing	3	0	5	7	9
Registration/Licensing	3	0	5	7	9
Appeals	3	0	5	7	9
Finance	3	0	5	7	9
Technical Requirements					
System (architecture requirements, administration, security,)	3	0	5	7	9
Database (architecture, primary key definitions, validations)	3	0	5	7	9
Internet (public access and inspector contractor needs)	3	0	5	7	9
GIS Scheduling Support (T4.100)	3	0	5	7	9
GIS Analysis Tools (Desirable Features/Functionality)					

Ability to use ESRI GIS mapping tools for statistical analysis such as future needs, and past performances and inspector workload. (DESIRABLE ITEM T4.110)	3	0	5	7	9
Ability to use ESRI GIS tools to review past inspection results by such criteria as discipline, inspector, region. (DESIRABLE ITEM T4.120)	3	0	5	7	9
Ability to use ESRI GIS tools to evaluate inspection requirements to inspection resources by discipline, city, zip, county. (DESIRABLE ITEM T4.130)	3	0	5	7	9
Ability to use ESRI GIS tools to evaluate inspection requirements , project and object. (DESIRABLE ITEM T4.140)	3	0	5	7	9
Ability to use ESRI GIS tools to provide a 'load balancing' of inspection locations to inspectors. (DESIRABLE ITEM T4.150)	3	0	5	7	9
Ability to use ESRI GIS tools that evaluate inspection locations based on criteria such as 'past due', 'never visited', and closed inspections. (DESIRABLE ITEM T4.160)	3	0	5	7	9
Integration (interfacing to existing systems)	4	0	5	7	9
Global Requirements					
Support Requirements	4	0	5	7	9
Object Information	4	0	5	7	9
Customer Information	4	0	5	7	9
Contractor Information	4	0	5	7	9
Address Information	4	0	5	7	9
Code Violation Information	4	0	5	7	9
Fee Structure	4	0	5	7	9
Project Management Methodology					
System Development Life Cycle Overview					
<ul style="list-style-type: none"> ○ System Requirements Affirmation ○ Design ○ Development & Testing ○ Documentation & Training ○ System Deployment and Post-Deployment 	2	0	5	7	9
Data Conversion					
Required Interfaces					
FAX server	3	0	5	7	9
Click server	3	0	5	7	9
Document Management Server	3	0	5	7	9

Recommended Platform Configuration	3	0	5	7	9
Training Plan	3	0	5	7	9
Data Conversion	3	0	5	7	9
Scheduling and Routing Solution (including: integrating with CLICK or describing the offeror's routing functionality, indicating the supported GIS software, describing the hardware necessary to utilize the route optimization functionality, prioritizing scheduling activity, assigning inspectors, explain how route optimization is derived, describing other nearby inspection requirements, all GIS functionality available to the inspector.)	3	0	5	7	9

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

Criteria	Percentage
Technical Proposal	70%
Cost Summary	30%

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

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

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

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

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

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

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

**ATTACHMENT TWO: 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.

Scope of Work. The Contractor must provide inspection, licensing and certification application software and associated perpetual licenses for the use of that software. The Contractor also must provide implementation services, support and maintenance and associated software and services to sustain the successful operation of the software for the life of the Contract. This includes:

Software Licenses – Perpetual software licenses must be provided for all application software capabilities necessary to meet the requirements in Supplement Two, Supplement Three, Supplement Four and this RFP.

Implementation – In addition to providing the software, the Contractor must provide services to fully implement the Inspection, Licensing, and Certification Application. A fully operational link or interface must also be provided to the agency's "Click" scheduling application if the Offeror proposes to utilize "Click" in the proposed solution.

Software Maintenance – The Contractor must provide software maintenance that includes bug fixes, software patches, updates, security patches, and new releases of the software for the life of the Contract. The Contractor must also provide support related to issues triggered by such maintenance.

Support – The Contractor must provide support for the life of the Contract. Telephone support from the Contractor must be available during core business hours. For this RFP, Core Business Hours are from 8:00 a.m. to 5:00 p.m. Eastern Time Monday through Friday, and Non-Core Business Hours are all other hours not included in Core Business Hours. The State requires the responses illustrated in the following table:

IF THE PROBLEM IS...	EXAMPLE	THE CONTRACTOR MUST:
Critical	System Crash	begin resolution of the problem within one hour (core business hours) of incident reporting.
Non-Critical	Other transaction that cannot be processed or processes incorrectly Other job that fails to process or processes incorrectly	provide a projected resolution time within 24 hours of incident reporting.

For purposes of this RFP, the phrase "support and maintenance for the life of the Contract," means annual maintenance and support of the software in exchange for an annual fee for as long as the State elects to renew annual maintenance and support. The Contractor must make annual maintenance and support available to the State for renewal for the longer of five years or as long as it is made generally available to other licensees of the software. Additionally, the Contractor must provide unrestricted 24-hour access to an Internet Web Support site.

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. And 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 perform a significant amount of their work on-site at the Department of Commerce's facilities. The Project Manager will be the Contractor's primary interface with, and will report directly to the Project Representative or designee.

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 Contractor also must propose a system development methodology that is defined, documented, repeatable, and consistent with the PMBOK based State of Ohio Project Management Community of Practice (PM COP) for a Class "A" Project (see RFP Supplement "6" for the requirements of this Project Class). Therefore, the Project scope must include training the State Project team on the Contractor's choice of system development methodology.

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.

The scope of the work includes preparing, planning, and executing tasks for:

- Technical architecture
- Project management
- Software installation
- Change Management
- Design
- Defect tracking and analysis
- Configuration
- Conversion
- Testing
- Training
- Implementation
- Database Management
- Reporting
- System support and maintenance

The above list of services is not all-inclusive. The State staff will work with the Contractor on many tasks as described above, but the Contractor has final responsibility for the successful completion of the described activities.

An overview of the requested products and services is provided below.

Software Requested

- An upgradeable, supported, inspection, licensing and certification Commercial Software product. This solution must use a relational database management system and meet the requirements identified in Supplement Two.
- All development, version control, and other software needed to complete the Project.

- License agreements for all proposed key Commercial Software products that provide for upgrades, fixes to the base application software (as required), and support. The key Commercial Software products include software and any associated software required for full functionality. The software provider for each key Commercial Software product must agree to support the proposed software for a minimum of five years and must provide a fixed price for maintenance for each year of the first four years, and the offeror must provide written evidence of these commitments from all key software providers as part of its Proposal. Additionally, the State seeks Commercial Software products with a one-time license fee for a perpetual enterprise license in the product.

Services Requested

- Configuration, modification and implementation of all functions of the proposed software to meet the requirements identified in Supplement Two, Supplement Three, Supplement Four and this RFP.
- Installation, configuration and implementation of all other software necessary to implement the solution.

FUNCTIONAL REQUIREMENTS

The Division of Industrial Compliance (DIC) provides building and construction plan review and inspections of plumbing, electrical and structural systems, elevators, boilers and bedding and upholstered products. Additionally, DIC provides testing, certification, licensing and continuing education for numerous skilled trades within Ohio's building industry. DIC has two bureaus: Operations and Maintenance (O&M) and Bureau of Building Code Compliance (BCC). The Division also supports the Board of Building Appeals.

Supplement Two provides a description of specific functional requirements for the Project.

The Inspection Licensing and Certification Project effort is divided into seven separate functions. This section provides an overview of each of the following functions and their requirements:

- Plan Review
- Inspections
- Scheduling/Routing
- Lab Testing
- Registration/Licensing
- Appeals
- Finance

PLAN REVIEW

Plan review is required in order to obtain a permit for all new construction projects (building full plan, building minor plan, plumbing, medical gas) and installations of elevators. Plans are submitted electronically online, through the mail, or physically in person. Building and elevator installation plans are reviewed to insure compliance with the Ohio Building Code for new construction projects as well as major renovations, additions or alterations to existing structures. If the plan review passes inspection, a permit is issued allowing construction or installation to begin. However, if the plan review fails, the customer is presented with the code violations and offered the option to either modify the plans and re-submit for review, or to appeal to the Board of Building Appeals (BBA). Depending on the code violations, construction can sometimes begin without the final permit. In these cases, an addendum is included on the permit (conditional permit), and all code violations must be addressed before the Certificate of Occupancy can be provided. Conditional permits are valid for a set period of time and expire when this date is reached. Boilers require a permit for installation, but do not require a plan review.

The Bureau has jurisdiction over all state universities, state funded projects, state owned properties and all structures other than one, two, or three family dwellings, except where local certified building departments have jurisdiction.

REGISTRATION, LICENSING AND CERTIFICATION

There several types of registrations, licensing and certifications provided by DIC. Some are required to perform certain function such as inspections, while others are required to distribute or sell “filled” products in the state. All require renewals based on paying an invoice, and in some cases, completing continuing education.

The following are list of the registrations, certifications and License available and how they are managed:

- Ski Tramway Equipment, Roller Rink, Contractor, and Inspector registrations are issued to customers by submitting an application and paying a fee. Renewals are based on paying a renewal invoice.
- Manufacturer, Distributor, Importer and Wholesaler registration are issued to customers by submitting an application form, paying a registration fee and passing lab tests on the sample provided. Renewals are based on paying a renewal invoice and addressing any inspection violations.
- Second-Hand Retailer registration is issued to customers by submitting an application and paying a fee. Renewals are based on paying a renewal invoice and addressing any inspection violations.
- Annual Authorization registration and Plumbing Inspector certification are issued to customers by submitting an application, paying a fee, and validating their eligibility for the registration or certification requested. Renewals are based on paying a renewal invoice.
- Boiler Operator License is issued to customers by submitting an application, paying a fee, validating their eligibility for the license class requested and passing an exam. Renewals are based on paying a renewal invoice.

To obtain a boiler or elevator Installation Permit and for annual boiler inspection, the inspector must be registered. This validation must be done in order for the permit to be issued.

INSPECTIONS

Inspections are required for all new construction projects (electrical, structural, plumbing, medical gas), installation of new elevators and boilers, regularly scheduled inspections on existing elevators and boilers, and retail inspections for “filled” products regulated by the state. For new construction, elevators and boilers, a building permit or an installation permit is required to schedule the inspection. Scheduling of inspections is documented later in this section.

Inspections are requested either through a customer request or an object is identified for a routine (annual, semi-annual) inspection. These inspections are scheduled for either next day or the following day, and are assigned to inspectors based on the location of the property. Inspections validate compliance with the Ohio Building Code for new construction projects as well as major renovations, additions or alterations to existing structures. Inspections of retailers validate compliance with the Ohio Revised Code for all ‘filled’ products distributed or re-sold within the state.

There are several types of inspections completed by DIC. Building Code Compliance (BCC) performs inspections within their jurisdiction for structural (foundations, framing, final inspection), electrical (service, rough-in, final) and plumbing (plumbing, medical gas) components of a new or altered structure. In addition, BCC conducts a final inspection to validate the work is complete and the structure is ready for occupancy. However, BCC does not conduct routine inspections once the project is completed. Elevators and Boilers conduct inspections within their jurisdiction to both validate installation and routine

reviews. Bedding performs inspections on new retailers and second-hand dealers to validate all “filled” products are registered.

Note: Contractors (representing insurance companies) perform many of the Elevator and Boiler regularly scheduled inspections. These inspections are not scheduled by DIC and are excluded from the scheduling process, except in special circumstances where the state will fill in to complete some of these inspections. When the inspection is complete, the results of the contractors are forward to DIC to continue the process.

If an inspection fails, a Code Violation Letter is provided to the customer (contractor, owner, etc.) detailing the code violations. For BCC, Elevators and Boiler inspection, if the customer disagrees with the results, they can submit an appeal. If they agree with the results, the code violations must be addressed before continuing. In some cases, a re-inspection is required to validate the code violations have been addressed.

For BCC, if the inspection passed was the final inspection, and all the invoices are paid, the Certificate of Occupancy is issued. If the inspection passed was not the final inspection, but for temporary occupancy, a Temporary Certificate of Occupancy is issued indicating the time it is valid. However, a final Certificate of Occupancy cannot be generated until all the inspections have passed and invoices have been paid. If the inspection passed was not the final inspection for the whole structure, but for a part of the building (i.e. a condo unit), a Partial Certificate of Occupancy is issued. However, a final Certificate of Occupancy cannot be generated until all the parts of the building have passed inspection.

For new Elevators and Boilers, if the inspection passed and all invoices are paid, the Certificate of Operation is issued. For Boilers, if the routine inspection passed and all invoices are paid, the Certificate of Operation is renewed.

For Bedding, nothing is generated if the inspection passes.

ROUTING AND SCHEDULING

DIC currently has inspectors located throughout the state of Ohio. Each inspector has a discipline and an area assigned to them to conduct inspections. There are multiple types of scheduling requests that are considered when assigning inspections to inspectors. The following is a list of the types of scheduling requests.

- Re-occurring inspections.
- Requested inspections from customers (24 or 48 hour response).
- Inspections that have additional requirements, such as: advanced calling or requirements that must take place in addition to the inspection.

These inspections are prioritized to provide the customer a response to the inspection request in 24-48 hours. DIC also performs re-occurring inspections that are in the same proximity as the scheduled inspections using best route solutions to minimize travel.

To accomplish the business need explained in the previous paragraphs, DIC utilizes a program called Click software. The functionality in the software allows DIC the ability to maintain an inspector's district/county, discipline, and calendar schedule; in addition the software keeps a list of re-occurring inspections for thirty days. (Please review 'existing systems' in the documentation) The software will assign inspections based on the above criteria that are requested for the next day and then route the inspector to the closest re-occurring inspections.

The Contractor's solution must do one of the following:

- Interface with the Click software, or
- Provide an alternative solution while maintaining the current functionality, and provide the Division with a clear method of being able to use its standard GIS software suite (ESRI) in relation to the GIS engine being proposed. Proposing to integrate a third-party scheduling and routing system solution as part of the development and implementation of the proposed solution is NOT acceptable.

LAB TESTING

In order for a manufacturer, distributor, importer and/or wholesaler to obtain a registration to sell bedding, upholstered furniture and stuffed toy products in the state, a sample of the different product fillings must be tested in the DIC lab. These tests validate the contents documented on the law label and there are no illegal substances present.

Once the lab sample is received, it is placed with supporting documentation in a lab envelope (e.g. a folder) and sent for testing. After testing is complete, a Report of Analysis is generated and provided to the customer detailing the lab's findings. If the testing fails, the customer can either request a re-test or modify the law label. A re-test fee is charged if the re-test does not alter results from the initial tests. If the test passes, the law label is confirmed and a registration is provided to the manufacturer, distributor, importer and/or wholesaler.

In some cases, a sample is tested as part of an inspection violation where the product was missing the label and/or it is not registered with the state. In these situations, the same process is followed, but the successful completion of the testing will release the inspection violation.

APPEALS

Customers have the right to appeal code violations they have received to the Board of Building Appeal (BBA) from a plan review or an inspection (except retail inspections.) The customer has 30 days to appeal the decision, or the request is automatically denied.

To begin the process, the customer submits a request for appeal along with the adjudication order indicating the code violations found. If the request is within the allowed time limit, and the application fee has been paid, the appeal is scheduled based on the Board's calendar. A Notice of Hearing letter is sent by certified mail to the customer of the hearing date. The hearing has to occur within 30 days of receiving the appeal request, but continuances or scheduling conflicts on both sides can extend this period.

On the scheduled date, the appeal is reviewed by the BBA. If the appeal is continued, a new hearing date is established. If a decision is made, the result is forwarded to the bureau section unit. If the appeal is granted, the specifics of the decision are recorded on the object and included in either the permit or certificate issued to the customer. If the appeal is denied, the customer can either appeal to the Court of Common Pleas (outside the jurisdiction of DIC) or address the code violations.

FINANCE

Most financial functions are performed in outside systems. However, Fiscal within DIC is responsible for tracking the invoice amounts and payments to DIC for performance management reporting.

Central to both Building Code and Compliance (BCC) and Operations and Maintenance (O & M) is the payment for their review and inspection services. Finance, performed by the Fiscal group matrixed with DIC, is responsible for managing all the payments received, applying the payments to the invoices and posting invoices. In addition, Fiscal interacts with the Ohio Administrative Knowledge System (OAKS) [PeopleSoft ERP] to record their Accounts Receivable into the state enterprise accounting application. OAKS is the state of Ohio's financial system of record.

NOTE: DIC does not require an application that duplicates OAKS functionality. Instead it requires specific functionality to generate and track invoices and apply payments to defined account codes.

In order to apply payments received, an invoice must be generated. There are three types of invoices currently within DIC:

- Prepaid – A payment is received without an invoice. Prepaid payments include applications for permits and initial certificates and licenses.
- Non-prepaid – A payment is received with an invoice. Non-prepaid payments include Lab Fees, Temporary Permits and Certifications, License Renewal, Boiler Annual Inspection, Bedding Sales Invoice (number of articles shipped in Ohio) and Re-inspections.
- Intrastate Transfer Voucher (ISTV) – Payment option for state entities that transfers funds within state accounts.

Once payment is received for an invoice, payment is applied. Throughout DIC, organizational guidelines dictate that certain activities require invoices to be paid before action can continue. For example, Boiler Operator License cannot be renewed until the renewal invoice is paid.

All invoices 90 days past due are forwarded to the Attorney General's (AG) Claim office (outside DIC), who attempts to recover the money. These invoices are flagged as moved to AG claims, and must remain open indefinitely to account for payments received. Fiscal is notified when payment is received, and payment is applied to the invoices.

TECHNICAL REQUIREMENTS

The Technical Requirements are broken into the following categories:

- System (architecture requirements, administration, security,)
- Database (architecture, primary key definitions, validations)
- Internet (public access and inspector contractor needs)
- GIS (Scheduling and routing needs, analysis tools)
- Integration (interfacing to existing systems)

Supplement Three provides a description of the specific technical requirements for the Inspection, Licensing and Certification Application

GLOBAL REQUIREMENTS

Global requirements are capabilities that span the entire solution and are not specific to a business process or function. These requirements interact with and across multiple functions representing data (such as customer information) or activities (such as generating letters using letter templates) that a particular functional area does not own or maintain. These items are global and used throughout the application.

Supplement Four provides a description of the specific global requirements for the Inspection, Licensing and Certification Project effort.

This section provides an overview of global functions and their requirements organized into the following categories:

- Support Requirements
- Object Information
- Customer Information
- Contractor Information
- Address Information
- Code Violation Information
- Fee Structure

Support Requirements

Support Requirements are a broad mix of requirements that span all functional areas and enhance the capabilities of many processes. These capabilities include generating reports, maintaining letter templates, capturing notes and searching for information.

While these capabilities are used throughout the application and by all the different functions, they are maintained at an administrative level.

Object Information

Object is the general term used to identify any item that DIC must track its information, validate before installation or construction, or inspect for its readiness. These items refer to buildings, elevators, boilers, companies and individuals who are registered, licensed and/or certified.

As an application is received for a plan review or a new registration, license or certification, the object information is recorded. From that point forward, the object's information is tracked by DIC throughout its life with the state of Ohio, and associated to all the appropriate actions (plan review, inspection, registration, etc.)

Customer Information

Customer refers to anyone that DIC provides a service. For example, a customer can be a designer submitting building plans, or the owner of building requesting a Certificate of Occupancy or a boiler operator applying for a license. Customer information is recorded and accessed throughout all the various activities with DIC. Customers are associated to all the appropriate actions that are performed; plan review, inspection, registration, license, etc.

DIC requires multiple customer types to identify the role on a particular activity or object, and the customer might play different roles on the same or different activities. For example, a customer might be a contractor for a new building and the owner of an existing building. Or, the customer might be both the contractor and designer on a new building.

In order to allow for the most accurate customer data, this information should be housed and maintained in a central location to prevent duplications and increase the efficiency of data entry (by preventing the maintenance of customer records in separate locations).

Contractor Information

Contractor refers to a resource providing a service to DIC. Contractors represent external resources performing activities such as the installation of a new boiler or elevator, or completing routine inspections on existing boilers or elevators. Contractor information is recorded and accessed throughout all the various activities with DIC. Contractors are associated to all the appropriate actions that are performed; inspections, permit requests, etc.

Contractors must be registered with the state to install the equipment or to perform the routine inspections. If a customer is requesting a permit to install a boiler or elevator and the contractor is not registered, the request is denied until either the contractor is registered or a different contractor is identified on the application. As for routine inspections, the contractors conduct the inspections and

provide the results to DIC. Contractors NEVER issue a permit or a certificate to a customer. This is solely the responsibility of DIC.

Address Information

Address information is central to all the services DIC provides. Administratively, addresses indicate where to send invoice, certificates, permits, notices and letters. Addresses also determine what inspections are assigned to which inspector and what jurisdiction an object belongs. Addresses are vital and it is important the information is accurate and up-to-date. Ideally, address information should be validated through an address validation tool to ensure the correct address is recorded.

Addresses will be assigned to objects (building, elevator, boiler, retailer, registration) and requests (plan review, inspection). Also, multiple addresses will need to be assigned with an address type indicating its purposes. For example, a plan review could have a site address, bill to address, designer address and owner address.

In order to allow for the most accurate address data, this information should be housed and maintained in a central location to prevent duplications and increase the efficiency of data entry (by preventing the maintenance of address records in separate locations).

Code Violation Information

Code Violations are the various components of a plan review or inspection that does not meet Ohio code, federal codes or national standards. During plan reviews or inspections, if an item is found that is in violation, a code violation is recorded. The customer is presented the list of the code violations that must be resolved (either through addressing the problem or an appeal) before a permit, certificate or registration can be issued. For building inspections, there are situations where the code violation must also be resolved before other inspections can occur.

DIC issues code violations relating to building (electrical, structural, plumbing and medical gas), boilers, elevators, and bedding. The code violations (defined by the state or a national board) are unique for each section and cannot be assigned outside its own group.

Fee Structure Information

DIC charges fees to a customer for the following requests; plan review, certain inspections, registrations, registration renewals, certifications, certification renewals, license, license renewals, appeals, certain certificates, certain lab re-tests. These fees are predefined and charged to the customer by an invoice per each of their request. In addition, some fees are calculated based on level of floors, square footage, etc. In the end, these fees must be paid in order for the customer request to be completed.

DATA CONVERSION REQUIREMENTS

Data conversions are required to transfer DIC data from the current FOCUS applications to a new application and represent a critical step in the successful implementation of the Inspection, Licensing and Certification Application. DIC currently maintains six databases representing the different FOCUS applications, each with its own unique schema and structure. In the end, the six databases must be migrated into a single database by the Contactor.

The following provides a narrative description of the databases and data to be migrated. A data team of State staff has been established to begin work with their first task of cleaning data. The Department of Commerce will assist with the data extraction to provide the data in a mutually agreed upon format and media.

Below is a list of six DIC databases that the Contractor is required to migrate into a single database as part of the system implementation process.

Boilers (BOILOHS). This database is used to hold information about the boilers, their location, type of boiler, year installed, and multiple addresses such as: location, owner, and billing. Boiler contractor and inspector information along with certification status is also found in the database. This database is stored on SQL 2000.

Plans and Specification (PSCCOHS). This database is used to hold information about electrical, structural, plumbing and medical gas plan review, permit request and permit generation. Data includes location, owner address, contractor, construction type and status of the permit. This database is stored on SQL 2000.

Bedding (BUSHOHS). This database is used to store information such as wholesalers, distributors, importers, retail locations, second hand store registration, and manufactures as well as inspection results on retail locations. This database is stored on SQL 2000.

Elevators (ELEVOHS). This database stores information about elevators located throughout the state of Ohio. Information such as elevator location, semi-annual or annual inspection dates, elevator details, new elevator plan review and installation approval is found in the database. This database is stored on SQL 2000.

Appeals. This database tracks information about the appeal process that includes tracking the appeal, including application, customer, results, hearing schedule. Database is stored on FoxPro.

Boiler Operator License. This database tracks Boiler operator, license information, commission, card issuance, roller rink, and sky tram information. Database is stored on FoxPro.

The table provided below contains additional pertinent information related to the current databases and the data. It is expected that implementation of the new solution will address the first four “situations”; whereas the Department of Commerce will retain the responsibility for identifying, handling, or defining the remaining four.

SITUATION	DESCRIPTION
Six Databases	DIC currently maintains six databases that are to be included in the new solution. These databases are to be migrated into a single enterprise view.
SQL and FoxPro	Four of the databases currently run on SQL, while the other two are on FoxPro. The conversion must include the data from all environments.
No Enterprise Relationship Document (ERD)	There is no ERD providing the table or key field relationships.
Multiple Tables	There are currently multiple tables across the six databases storing the same information (for example, customer data). This information (along with its relationships) will have to be combined and duplicates removed during the data migration.
Duplicate Data (agency responsibility)	There are duplicate records within and across databases. In many cases, information was entered multiple times due to the current application constraints. For each duplicate record, one of the records will be designated as the “master” and any record associations from the other duplicate records moved to the master record. All other duplicate records are to be deleted.
Multiple Data Formats (agency responsibility)	Large volumes of data exist within and across tables in multiple formats (for example, phone numbers). DIC is currently undertaking an effort to standardize the data.

Multiple Open Records (agency responsibility)	In FOCUS, there are thousands of CPA's (for Plan Review) in the open status for various reasons. The agency will finalize a strategy to determine which records are no longer active. Inactive records will be closed during the migration.
Data Retention Approach (agency responsibility)	Currently, there is not set approach for the amount of data to migrate to a new application. The data conversion strategy must finalize a retention approach and adhere to statutory and regulatory (Ohio Revised code and Ohio Administrative Code) statutes, national standards, and organizational guidelines.

The table below lists FOCUS Legacy data that will require conversion.

FOCUS LEGACY DATA		
SECTION	TABLE NAME	TABLE COUNT
BOILOHS	Submitter Address (BilMstr)	40,438
BOILOHS	Contractor Address (ConMstr)	4,177
BOILOHS	Location Master (LocMstr)	113,069
BOILOHS	Project Addresses (PmtMstr)	30,410
BOILOHS	Entity Master (entmstr)	22,540
BOILOHS	Customer Addresses (nammstr)	60,559
ELEVOHS	Submitter Addresses (BilMstr)	17,824
ELEVOHS	Location Master (LocMstr)	21,328
ELEVOHS	Project Addresses (PmtMstr)	16,935
PSCCOHS	Project Addresses (AdrMstr)	69,517
PSCCOHS	Submitter Addresses (BilMstr)	34,597
PSCCOHS	Designer Addresses (Designer)	26,547
PSCCOHS	Owner Master (onrMstr)	43,522
	Total:	501,463

INTERFACE REQUIREMENTS

Below is a list of interfaces that the Contractor must address as part of the implementation of their solution.

FAX server. The Contractor must interface with the STREEM fax server in order to send inspection schedules to the inspectors located throughout Ohio. Information such as: inspection location, inspection type, description and other information that would pertain to the inspection will need to be faxed to the inspectors.

Click server. The Contractor's solution must include the ability to schedule and route inspectors based on DIC's current business need (please see *Routing and Scheduling* in Appendix 2: Functional Requirements and *Click Software* found in the 'System Overview' section of this appendix). If the vendor cannot provide its own solution that will meet or exceed business requirements then it must be able to interface with the Click software.

Messages between FOCUS and ClickSchedule. The messaging between ClickSchedule and FOCUS is bi-directional and occurs as a result of actions that are performed in either system. Both FOCUS and ClickSchedule will not send integration messages as a response for the other system's message. That is – if FOCUS sends an 'Update Task' message, ClickSchedule should not send any message as a response to it.

The following is a summary of the changes between V6.5 and V7.5:

1. The format of the messages has changed somewhat and can be seen from the XML message Formats that follow. Primarily this affects tags such as <Engineers> and <RequiredEngineers>.
2. The Revision number specified in the message will now be 7.5.0.
3. There are new fields which are required by ODC. This is highlighted in later section.
4. Fields which no longer should be used are "Noted:" in each section.
5. Outgoing message Parameter files are no longer needed.
6. Section 6 shows tables labelled "Parameters". These are configured by ClickSoftware and are for informational purposes in this document.

Incoming messages from FOCUS. This table shows the various messages that ClickSchedule can receive from FOCUS that will perform actions on activities and engineers that exist in ClickSchedule.

ACTION	FROM	TO	MESSAGE
Create an inspection	FOCUS	ClickSchedule	SXPTaskUpdateOrAdd
Schedule an inspection	FOCUS	ClickSchedule	SXPTaskUpdateOrAdd
Update the information for an inspection	FOCUS	ClickSchedule	SXPTaskUpdateOrAdd

Outgoing Messages To FOCUS. The table below lists the various messages that may be sent back to FOCUS as a result of actions that take place in the ClickSchedule client.

ACTION	FROM	TO	MESSAGE
Schedule an Inspection	ClickSchedule	FOCUS	SXPAssignmentCreate
Update an assigned inspection	ClickSchedule	FOCUS	SXPAssignmentUpdate
Update and inspection	ClickSchedule	FOCUS	SXPTaskUpdateOrAdd

Document Management Server. The Contractor's solution must integrate with Intellinetics software for attachments associated with permits, applications, and plans. This product is used to manage documents stored on the server.

TRAINING REQUIREMENTS

The Contractor must provide instructor led Train-the-Trainer training for up to 12 State trainers & IT staff members. Additionally, the Department of Commerce will have an option to have the Contractor perform the training for approximately 200 users. All training will be conducted at the Department of Commerce's Tussing Road location.

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

Contractor responsibilities include:

- Software licenses
- Implementation and Modification
- Software maintenance
- Support

Throughout the life of the Contract, the Contractor will review the existing project plan and recommend changes related to best practices.

Enhancements to the plan will be handled in accordance with the change control procedures described in the Configuration Management Plan.

Deliverables. The state has the right, throughout the Contract period covered by this RFP, to request draft iterations of any Deliverable.

Planning Phase

- a) Within 30 calendar days of the Contractor's receipt of a purchase order, the Contractor will provide the following:
 1. Work Breakdown Structure (WBS) – The Contractor must coordinate with the Project Representative to update the WBS provided in its Proposal. The approved WBS must meet the requirements defined in Attachment Three of this RFP, Work Breakdown Structure.
 2. Work Plan – The Contractor must work with the Project Representative to modify the Work Plan provided in its Proposal. The final approved and formally accepted Work Plan must meet the requirements as defined in Attachment Three, Work Plan of the RFP.

3. Kick-Off Meeting – Upon receipt of a valid purchase order, the State and the Contractor will hold a kick-off meeting to discuss, plan and schedule the Project. The purpose of the kick-off meeting is to establish the working relationship between the Contractor and the State. In addition, the State will provide the Contractor with all the background information and materials relevant to the Project.

b) Training

4. Training and Delivery Plan - The Contractor will submit a plan detailing an approach for training up to 12 DIC Trainers and IT staff members with an option to have the Contractor perform training of approximately 200 end users at the Department of Commerce's Tussing Road location. The Training Delivery Plan must include:
 - Description of how formal classroom training, informal walk-throughs and demos, on-line help, procedure manuals, job aids, etc, will be used to prepare end users to use the solution Inspection, Licensing and Certification Application;
 - Descriptions of any prerequisite training end users may need to be better prepared. Prerequisite training may include technical training utilizing software other than the software proposed for the Inspection, Licensing and Certification Application that will provide the introductory skills some users may need to productively use the Inspection, Licensing and Certification Application. The Contractor may recommend other prerequisite training for the Inspection, Licensing and Certification Application users who will be performing specific roles;
 - Description of the train-the-trainer approach including how Contractor resources will prepare state facilitators to conduct end user training;
 - Description of the proposed training curriculum for each role represented within the State's end user audience;
 - Proposed course delivery schedule defining the sequence and number of iterations for each proposed course given the State's need to train an estimated 200 end users;
 - Description of the training facilities (seating capacity, hardware and software needs, classroom equipment, etc.) needed to support course delivery.

c) Installation

5. Infrastructure Specifications – The Contractor must develop detailed specifications and failover for an IT infrastructure, including hardware, software (management, COTS and proprietary) and day-to-day operational support for the test and production environments). The plan must include specifications for the hardware environment sufficient for expected load and performance requirements. These two environments constitute the minimum number and types acceptable to the State.

Design Phase

a) System Design

The Contractor must provide a system design that meets the functional, technical and global requirements specified in the Supplement Two, Supplement Three and Supplement Four.

6. System/Subsystem Design Description – The Contractor must provide a document that describes the system-wide design and the architectural design of the system. The design must meet the standards for availability and performance described in Attachment Four as well as any additional performance standards that the Contractor recommends. The design must describe:
 - Functional, technical and global specifications

- System and user interfaces (including, but not limited to, To Be diagrams, inputs [screens], outputs [reports and queries], and security)
 - Customizations
 - Workflow
 - Self-service
 - Field coding structures of the proposed system components, both centrally controlled and agency controlled
 - Comprehensive set of business element naming and usage standards
 - Valid values and validation rules for proposed business elements
 - Conversion rules
7. Database Design Description – The Contractor must describe the design of the database and the software units used to access or manipulate the data. This document must provide an Entity Relationship Diagram and detail all the database structures that make up the system.
8. Interface Design Description – The Contractor must describe the interface characteristics of the Inspection, Licensing and Certification Application, other systems, subsystems, Hardware Configuration Items, Computer Software Configuration Items, manual operations, or other system components. In cases where an interface exists in the Inspection, Licensing and Certification Application, the proposed software must conform to the standard import/export format. The State expects that interfaces with other existing systems will conform to a standard import/export format.

Following is a list of expected interfaces:

TRANSACTION TYPE	IN/OUTBOUND
Vendor Records	Inbound
Encumbrances (purchase orders)	Inbound
Vendor Invoices	Outbound
Client Bills	Outbound
Asset Records (includes work in progress)	Outbound
Payment Information	Inbound

9. Security Procedures Document – The Contractor must document security standards and procedures at the hardware, application, database, network and user levels in accordance with the State’s applicable security policies (see <http://oit.ohio.gov/IGD/Policy/OhioITPolicies.aspx>).
10. Requirements Traceability Matrix – The Contractor must develop a traceability matrix mapping each requirement specified in Supplement Two, Supplement Three and Supplement Four to a specific design element in the System/Subsystem Design Description. This Deliverable must be presented in a commonly used design tool to be agreed upon by the State and the Contractor; the Contractor will purchase its own licenses for use of this tool.

b) Training

11. Course Tailoring Plan – The Contractor must submit a course tailoring plan that details how each of the Contractor’s standard training courses will be tailored to meet the specific learning needs of Ohio’s end users. The State expects to leverage the Contractor’s standard training where possible but also acknowledges that some training materials may need to be updated to reflect any software modifications made during the Project’s design and construction phases. The course tailoring plan must include:

- Descriptions of all off-the-shelf training courses the Contractor will provide as part of this Contract with notations that indicate which of these courses can be used as-is and which must be tailored to meet the defined needs of the Inspection, Licensing and Certification Application end users;
- A WBS developed in MS Project that details the activities and tasks the Contractor's resources will perform to prepare and tailor its off-the-shelf courses for State use. The WBS will be consistent with the Project's analysis, design, construction, testing and implementation phases and must specify training development and tailoring tasks, durations, start and end dates, predecessors and resources.

Construction Phase

a) Configuration

12. Software Configuration – The Contractor must configure the software by performing all activities necessary to meet the State's requirements according to the System/Subsystem Design Description. These activities include but are not limited to:

- Populating all required tables
- Building standard application interfaces to communicate with external systems and other systems as described in the Interface Design Description
- Establishing workflow
- Customizing and developing electronic performance support (on-line help, on-line procedures, on-line documentation)
- Applying minor upgrades and patches released by the software provider through the acceptance period.

b) Conversion

The Contractor must convert active/open data required for the State's operation by providing the Deliverables below. The following table is provided to give the Contractor an idea of the approximate amount of Focus legacy data that needs to be converted.

FOCUS LEGACY DATA		
SECTION	TABLE NAME	TABLE COUNT
BOILOHS	Submitter Address (BilMstr)	40,438
BOILOHS	Contractor Address (ConMstr)	4,177
BOILOHS	Location Master (LocMstr)	113,069
BOILOHS	Project Addresses (PmtMstr)	30,410
BOILOHS	Entity Master (entmstr)	22,540
BOILOHS	Customer Addresses (nammstr)	60,559
ELEVOHS	Submitter Addresses (BilMstr)	17,824
ELEVOHS	Location Master (LocMstr)	21,328

ELEVOHS	Project Addresses (PmtMstr)	16,935
PSCCOHS	Project Addresses (AdmMstr)	69,517
PSCCOHS	Submitter Addresses (BilMstr)	34,597
PSCCOHS	Designer Addresses (Designer)	26,547
PSCCOHS	Owner Master (onrMstr)	43,522
	Total:	501,463

The Contractor must provide just-in-time training and knowledge transfer to the appropriate State Staff who will assist the Contractor in accomplishing the Deliverables. Conversion will include the following:

13. Conversion Plan – The Contractor must develop a plan that establishes the method for data conversion. The plan must reflect that the Contractor is responsible for all conversion activities except for data cleansing; however, the State will support the Contractor in these activities (for example, by providing input for data mapping). Multiple conversions will be required based on the approved testing and implementation schedules. The plan will include:
 - Data mapping specifications
 - Testing strategy
 - Timing considerations
 - Data cleansing strategy
 - Reconciliation strategy
14. Conversion Software – The Contractor must provide conversion software or develop conversion programs, as needed for converting data in accordance with the Conversion Plan.
15. Conversion Testing – The Contractor must perform testing to verify conformance of software to mapping specifications and to identify conversion exceptions. At the conclusion of testing, the Contractor must provide written certification that the software programs convert data in accordance with the Conversion Plan.

c) Testing

16. System Test Plan – The Contractor must develop a System Test Plan describing the test strategy for the Inspection, Licensing and Certification Application. The plan must address at a high level the test environment, the tests to be performed, and schedules for test activities. The plan must also address parallel testing, pilot testing, security testing, usability testing, and business continuity testing as part of the system acceptance test. As part of the plan, the Contractor must describe the role automated testing tools will play in the testing process.
17. Unit Test Certification – The Contractor must provide written certification that unit testing has been completed. This certification will serve notice to the State that all of the requirements related to the completed software component(s) have been incorporated into the application and verified. This certification also indicates that the software is ready to be tested by the State. Concurrent with the delivery of unit test certification, the Contractor must deliver the application to the State Staff for systems testing and configuration management.

18. System Acceptance Test Plan – The Contractor must develop a detailed System Acceptance Test Plan that include:

- The responsibilities of each party involved in the test
- Hardware, software and communications requirements
- Data requirements
- Test schedules
- Test scripts and expected results
- Definition of the problem resolution process to be used
- Any other items deemed necessary to the successful completion of the test

19. Performance Test Plan – The Contractor must develop a detailed Performance Test Plan for ensuring the production system will meet the State's performance requirements as defined in the System /Subsystem Design Description. As part of the plan, the Contractor must describe the role automated testing tools will play in the testing process.

20. User Acceptance Test Plan – The Contractor must develop a detailed User Acceptance Test Plan that must include:

- The responsibilities of each party involved in the test
- Hardware, software and communications requirements
- Data requirements
- Test schedules
- Test scripts and expected results
- Definition of the problem resolution process to be used
- Any other items deemed necessary to the successful completion of the test

d) Training

The Contractor will produce the following Deliverables for each set of courses within the defined curriculum areas listed in the Course Tailoring Plan Deliverable above. The Contractor will be responsible for providing its instructional design resources with the training needed throughout the course development and delivery process. The Contractor will provide electronic copies of all course materials that the State may reproduce to meet the Project's training needs. The Contractor will also deliver the training database that will be loaded on the computers in the various training rooms or made accessible over the Internet.

21. Train-the-trainer materials – The Contractor must develop and submit both an electronic and printed copy of all train-the-trainer materials used to prepare State employees to facilitate training classes. The train-the-trainer materials must include:

- Instructor guides;
- Presentation visuals (e.g. PowerPoint slides) for each course;
- Any other materials instructors will be expected to use when teach the courses.

22. End user training materials – The Contractor must submit a copy of each training course to be delivered as part of this Project. The training materials must reflect any revisions made to the Contractor's generic courses made in conjunction with modifications made to the software as part of this Project. All text-based files are to be developed using Microsoft Word. The training materials must include:

- Participant guides
- User documentation and performance support (on-line help screenshots, procedure manuals, job aids, etc.);

- Training database of learner exercises and practice scenarios; the database must be compatible with the computer workstations in the training facilities where training will occur and must be easily accessible by course participants;
- Course evaluation form participants will use to provide feedback.

e) Other Documentation

23. System Installation Plan – The Contractor must develop a plan for establishing the test and production environments and installing the software and all required system components. This document will identify and sequence the activities needed to move into production. These activities should also include the conversion of data from the Focus system .
24. System Transition Plan – The Contractor must identify the hardware, software, and other resources needed for life cycle support and administration of the system, and describe the Contractor's methodology and tools for transitioning support of the system to the State.
25. System Administrator Manual – The Contractor must develop a manual that provides personnel in a centralized software organization information on how to install and operate the system. The manual must include procedures for such things as:
 - Backup and recovery
 - Disaster recovery
 - Troubleshooting and problem resolution
 - Batch processing
 - Sizing and tuning
 - Upgrades and patches (must address procedures for reapplying all customizations or modifications to all components of the software)
 - Archiving and recalling data
 - Monitoring tools for all levels and tiers
 - Database administration
 - Migration of individual or all components among all environments or to new hardware
 - System architecture and coding standards for programming and technical components of the system

Testing Phase

26. Testing Environment Setup – The Contractor must implement the testing environment on the State's hardware in accordance with the Infrastructure Specifications, Software Configuration, System/Subsystem Design Description and System Test Plan.
27. System Acceptance Test Readiness Review – The Contractor will conduct a review with the State staff to ensure that the preparatory steps identified in the System Acceptance Test Plan have been accomplished and the test is ready to begin.
28. System Acceptance Test – The Contractor must provide support for the System Acceptance Test by resolving problems identified during the execution of the test scripts. The System Acceptance Test will be considered complete when the State certifies the satisfactory completion of all test scripts and the resolution of all open problems.
29. Performance Test – The Contractor must conduct a performance test to ensure the hardware, communications, database and software meet the performance requirements documented in the System/Subsystem Design Description. Upon successful completion of the performance test, the Contractor must provide a performance test report

summarizing test procedures used, test results and any deviations from the Performance Test Plan.

30. User Acceptance Test Readiness Review – The Contractor will conduct a review with the State staff to ensure that the preparatory steps identified in the User Acceptance Test plan have been accomplished and the test is ready to begin.
31. User Acceptance Test – The Contractor must provide support for the User Acceptance Test. The Contractor must be readily available to resolve problems identified during the execution of the test scripts. The User Acceptance Test will be considered complete when the State certifies the satisfactory completion of all test scripts and the resolution of all open problems.
32. Train-the-Trainer Program – The Contractor will prepare State agency resources as trainers who will facilitate the Project's end user training unless the Department of Commerce elects the option of having the Contractor deliver end user training. The Contractor will conduct a train-the-trainer program approximately 30 calendar days prior to the implementation of the end user training. The Contractor will also train agency personnel to deliver informal training through guided walk-throughs and demonstrations. The train-the-trainer program must be designed to:
 - Introduce new instructors to end user course content and materials;
 - Stress the instructional tactics designed into each course;
 - Reinforce effective presentation skills;
 - Guide learner practice sessions
 - Provide ample opportunity for train-the-trainer participants to practice and receive feedback;
 - Give participants a level of confidence to teach assigned courses and conduct walk-throughs and demonstrations.

Implementation Phase

a) System Implementation

33. Live Environment Setup – The Contractor must implement the production environment on the State's hardware in accordance with the Infrastructure Specifications, Software Configuration, System/Subsystem Design Description and System Test Plan.
34. Data Conversion – The Contractor must use conversion software to load data to the production environment according to the approved Conversion Plan. The Contractor must provide conversion reports to verify that all data has been successfully loaded into the application as defined in the Database Design Description.
35. System Implementation Readiness Review – Before the solution—is placed into production, the Contractor must review all project plans and activities to ensure that the necessary steps have been taken before going live. The Contractor must assess the level of open defects and recommend when an acceptable level has been attained.
36. Go Live – The Contractor must move each software component into production in accordance with the System Installation Plan.

Maintenance and Support

37. Warranty and Maintenance Support - Support must meet the standards defined in Attachment Four.

38. Project Close Out – The Contractor must organize and turn over to the State all files, documents and other project artifacts produced for use by the Inspection, Licensing and Certification Application project within 90 days after acceptance of the system go live.

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 (“WBS”) 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 WBS 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 WBS 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, and
 - Project Risk.

- System Development Plan:
 - Conversion plan,
 - Testing plan (to include all test scripts and data required to test to the lowest level),
 - Benchmark plan,
 - Implementation plan,
 - Training plan (for users, technical staff),
 - System implementation plan,
 - Change management plan,
 - Transition (including system transition strategy, procedures),
 - Quality Assurance, and
 - Configuration Management.

Performance Testing. The Department of Commerce will conduct a performance test of each feature or function to ensure that the system operates as specified. After the Contractor has performed unit testing during the development each major module, additional unit testing will be performed by the Department of Commerce. Additionally, the agency will require that the application successfully complete a load test where functionality must be maintained at access volumes in excess of 50% of the current anticipated load. After all unit testing activities have been completed and after the Contractor has performed system integration testing, a 30-day performance period for final system acceptance will be conducted as described in Attachment Four. As part of this testing a number of process cycles will be performed in each area for a 30 day period.

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

Work Hours and Conditions. Monday through Friday, except for State holidays the Department of Commerce's core working hours are 8:00 a.m. to 5:00 p.m. The State recognizes that Contractor resources may be traveling from considerable distances to work on the Project. Therefore, the State expects Contractor staff assigned full-time to the Project to arrive no later than noon on Monday and depart no earlier than 5:00 p.m. on Thursday. The Contractor's Project Manager is expected to have a significant on-site presence during all phases of the Project. The Project Representative may approve

specific exceptions. The Contractor must provide workstations or laptops for all Contractor staff. The State will provide the following for up to 4 full-time Contractor staff located at the Department of Commerce's Tussing Road Facility:

- Phone and Internet access
- Security access to required areas and security access to computer resources within 24 hours of notification of such a need
- Standard office items (i.e., work area, supplies, furniture, telephone) equivalent to those provided State employees
- Access to subject matter experts available during core hours
- Three cubicals and one office are currently available

Contractor staff may be required to share the above resources.

During implementation and cut-over to the new system, the current or new system cannot be unavailable Monday through Friday 6AM until 6PM. All work requiring the production system to be unavailable during these hours must be performed after hours or during the weekend.

All Contractor staff, including any subcontractors, performing work on the Project, must sign the Ohio Department of Commerce's Confidentiality and Non-Disclosure Agreement. A copy of the required agreement is attached as Supplement Five.

PART TWO: SPECIAL PROVISIONS

Software Licenses. The Contractor must provide or arrange for perpetual software licenses for all Commercial Software necessary to meet the requirements of this RFP. For the Key Commercial Software, the State requires an agency license. For all other Commercial Software, the State requires a license that provides adequate usage rights to meet the State's current need, as identified elsewhere in this RFP and as disclosed in the offeror's Cost Summary. An agency license means that all the Division of Industrial Compliance employees with a need to access and use the software may do so. It also means that all third parties involved in related activities, such as the Division of Industrial Compliance's contractors, also may access and use the software as necessary to support their activities on behalf of the Division of Industrial Compliance. An agency license also gives the Division of Industrial Compliance the right to copy the Key Commercial Software and run and use multiple instances of it, for the above purposes, if reasonably necessary to facilitate the authorized use of it, provided the Division of Industrial Compliance owns or controls the computers on which the Key Commercial Software is installed. The Division of Industrial Compliance may also copy the software for use on computers owned and controlled by third parties, if the purpose of doing so is to facilitate disaster recovery, emergency needs, including testing and training for such purposes, and to permit a third party to host the Key Commercial Software on behalf of the State in an outsourcing arrangement. This agency license also gives the Division of Industrial Compliance the right to provide the authorized individuals described above access to the Key Commercial Software remotely through a browser or client software and an Internet or similar connection for all uses and purposes identified above.

Submittal of Deliverables. The Contractor must perform its tasks in a timely and professional manner that produces Deliverables that fully meet the Contract's requirements. The Contractor must complete its work in steps that will result in Deliverables associated with those steps, and the Contractor must provide the required Deliverables no later than the due dates proposed in the RFP or included in the Contractor's 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.

Software. The State will pay for any Commercial Software it acquires as part of this Contract only on the State's execution of a schedule or other ordering document, delivery of the software F.O.B. destination at the Project site, acceptance of the Commercial Software in accordance with the applicable schedule or other ordering document, and receipt of a proper invoice for the Commercial Software. Annual support fees, if applicable, will be paid in accordance with the applicable agreement covering the Commercial Software. As part of the offeror's Proposal, the offeror may be obligated to obtain price commitments from key software providers to permit licensing of Commercial Software at a committed price on an as-needed basis during the Contract period. This will permit the State to acquire licenses to meet the Project's schedule and to avoid acquiring licenses before they are needed.

The Contract award will be for a not-to-exceed fixed price, payable in accordance with the schedule below:

DELIVERABLE NUMBER	PAYMENT MILESTONE/DELIVERABLE	PAYMENT
1	Key commercial software to provide the Inspection, Licensing, and Certification Application	Full license fee
2	Planning Phase 1 Work Breakdown Structure 2 Work Plan 3 Kick-Off Meeting 4 Training and Delivery Plan 5 Infrastructure Specifications Design Phase 6 System/Subsystem Design Description 7 Database Design Description 8 Interface Design Description 9 Security Procedures Document 10 Requirements Traceability Matrix 11 Course Tailoring Plan	28% of the Inspection, Licensing, and Certification Application's implementation cost (upon successful completion & acceptance of items 1 – 11)
3	Construction Phase 12 Software Configuration 13 Conversion Plan 14 Conversion Software 15 Conversion Testing 16 System Test Plan 17 Unit Test Certification 18 System Acceptance Test Plan 19 Performance Test Plan 20 User Acceptance Test Plan 21 Train-the-trainer materials 22 End user training materials 23 System Installation Plan 24 System Transition Plan 25 System Administrator Manual	25% of the Inspection, Licensing, and Certification Application's implementation cost (upon successful completion & acceptance of items 12 – 25)
4	Testing Phase 26 Testing Environment Setup 27 System Acceptance Test Readiness Review 28 System Acceptance Test 29 Performance Test 30 User Acceptance Test Readiness Review 31 User Acceptance Test 32 Train-the-trainer program	22% of the Inspection, Licensing, and Certification Application's implementation cost (upon successful completion & acceptance of

		items 26 – 32)
5	Implementation Phase 33 Live Environment Setup 34 Data Conversion 35 System Implementation Readiness Review 36 Go Live 38 Project Close Out	25% of the Inspection, Licensing, and Certification Application's implementation cost (upon successful completion & acceptance of items 33 – 38)

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 Commerce
Division of Industrial Compliance
6606 Tussing Road
P.O. Box 4009
Columbus, Ohio 43068-9009

Location of Data. All data must remain within the continental United States, and all work must be performed within the continental United States.

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:

- Vendor Information Form (OBM-3456)
- Subcontractor Letters
- Offeror Certification Form
- Minimum Financial Requirements
- Offeror Description
- Profile Summary Forms
- Proposed System Solution
 - Functional Requirements
 - Plan Review
 - Inspections
 - Scheduling/Routing
 - Lab Testing
 - Registration/Licensing
 - Appeals
 - Finance
 - Technical Requirements
 - System (architecture requirements, administration, security,)
 - Database (architecture, primary key definitions, validations)
 - Internet (public access and inspector contractor needs)
 - GIS (Scheduling and routing needs, analysis tools)
 - Integration (interfacing to existing systems)
 - Global Requirements
 - Support Requirements
 - Object Information
 - Customer Information
 - Contractor Information
 - Address Information
 - Code Violation Information
 - Fee Structure
- Project Management Methodology
- Data Conversion
- Required Interfaces
- Recommended Platform Configuration
- Training Plan
- Scheduling and Routing Solution
- Staffing Plan
- Time Commitment
- Assumptions
- Project Plan
- Support Requirements
- System Development Life Cycle Overview

System Requirements Affirmation
Design
Development & Testing
Documentation & Training
System Deployment and Post-Deployment

Equipment and System Elements
Pre-Existing Materials
Commercial Materials
Changes to Attachment Eleven
Terms 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)

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

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

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

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

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

Minimum Financial Requirements. If the offeror has audited financial statements, it must provide them for the past three years. If the offeror's most recently completed fiscal year is not yet audited, the previous three years may be acceptable. If the offeror has no audited financial records, it may submit its financial statements for the last three years without an auditor's certification.

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 the same requirement for the position.

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

- a) Candidate References. If the offeror provides less than three 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.

In addition to providing a fully completed Supplement Two, Supplement Three and Supplement Four in this section of the proposal, the offeror must provide a detailed narrative response to each of the questions provided below.

Functional Requirements

Plan Review

- Describe how the system will accept plan review submittals online.
- Explain how the system will allow for a permit to be generated with an addendum for plans that have not addressed all violations.
- Describe how the system will prevent permits from being generated until all code violations have been addressed and applicable invoices are paid.
- Describe how the system will validate jurisdiction for a plan review submittal.
- Describe how the system will allow for a permit to be generated without a full plan review for applicable requests.

- Describe the options to notify any interested parties that a conditional permit is expiring.
- Explain how the system will allow for configurable options to indicate when a plan has been in review for a certain period.

Inspections

- Describe the different methods the system has for initiating an inspection request.
- Describe how the system ties inspections to permits.
- Explain how the system will allow for accessing historical inspection information.
- Explain how the system handles business rules to account for inspection results and outcomes.
 - Passed inspections
 - Failed inspections
- Describe how the system handles inspections that are not scheduled (e.g. drive-by inspections).
- Describe how the system accounts for re-inspections of previous inspection violations.
- Explain the notifications available to identify required inspections.

Scheduling/Routing

- DIC utilizes Click software to provide street level routing to inspectors using route optimization.
 - Explain how the Contractor's solution will be able to integrate with Click software.
 - Explain how the routing information would be communicated and viewed using the mobile inspection units.
- If Click software cannot be integrated, please explain how street level routing can be accomplished utilizing the offeror's proposed solution. Note: A fully integrated scheduling and routing solution is preferred to proposing to integrate with the existing Click Software solution. Proposing to integrate a 3rd-party scheduling/routing product that is not currently fully integrated with the proposed software or proposing to integrate a scheduling/routing product that is not the existing Click Software solution is NOT acceptable.
- What GIS software is supported?
- Describe the proposed solution that can replace the Click software while maintaining the same functionality that is currently employed at DIC.
- Describe the necessary hardware and software required to utilize route optimization for scheduling inspections.
- Explain how the system would handle setting a priority to the different scheduling request types that are currently implemented at DIC. (E.g. phoned in inspections require next day inspections versus annual and semi-annual inspections, which could take place anytime within the month.)
- Explain how the system will assign and schedule an inspection based on all of the following criteria:
 - Inspection type
 - Inspectors home district/county
 - Inspection schedule
 - Proximity of inspections
- Explain how the system would incorporate route optimization for inspectors to an inspection site based on the following criteria.

- Semi-annual or annual inspection in the same proximity as a requested inspection.
- Same site with multiple inspections scheduled for different days.
- Describe how the system provides a map to the mobile inspection devices and any GIS functionality that can be provided to the inspector.

Lab Testing

- Describe how the system will record lab testing information and results.
- Explain how the system will track samples provided to lab testing information.
- Explain how the system will associate lab testing information and results to multiple customers.
- Describe how the system will apply fees to applicable tests, but not all.
- Describe how lab testing results will associate to a company registration.

Registration/Licensing

- Describe how the system will track registration, license and certification information.
- Explain the different system notifications available for expiring registrations, licenses and certifications.
- Describe how the system will use different criteria to approve a registration, license or certification request or renewal (using the information provided above).
- Describe how the system will maintain different registration, license and certification types and different information recorded by each.

Appeals

- Describe how the system will handle appeals to plan review and inspection violations.
- Explain how the system will modify appeal decisions granted to the customer on plan review or inspection violations.
- Explain how appeal information is communicated to interested parties.
- Describe how appeal results will be reflected within the record in question (i.e. do appeal decisions automatically update the code violations, or does support staff have to adjust the code violations accordingly.)

Finance

- Explain how the system allows for adjustments to an invoice. For example, invoices sent to the AG's office for collections will have additional fees and adjustments applied.
- Describe how the system will prevent different activities from occurring until an invoice (or invoices) is paid.
- Describe how the system will provide batching of payments based on different criteria.
- Explain how the system will create recurring invoices (annually for example) without support staff involvement.
- Explain how the system ties invoices to the various objects.
- Explain the different payment options provided by the system and how payment information is recorded.
- Describe how the system allows for different types of invoice.
- Explain how the system will track customer payments to different account codes.

Technical Requirements

System

- Describe the proposed DIC application architecture. Include in the description an explanation of the application tiers and how they are separated.
- Describe the technical standards applicable to the proposed software (e.g. J2EE, .NET, SOAP, XML).
- Describe the channel technologies supported by the application (e.g. Internet, EDI, XML, Imaging, IVR, other).
- Describe the application restart and recovery capabilities.
- Describe the technical documentation that comes delivered with the product.
- Supported OS platforms
- Typical Deployment – On what OS platform does the vendor currently have the most production references for the proposed solution?
- Strategic Platform for Proposed Software Components - Upon what OS platform does the vendor perform Research & Development work and system development work?
- System Platform Characteristics – Describe the ability of the solution’s architecture to support:
 - Horizontal (cluster) scaling
 - Mission-critical services/Service Level Agreements
 - Ease of management
 - Ability to upgrade (ease and compatibility)
- Explain how the Contractor’s solution will allow DIC the ability to access the programming code to allow in-house modifications:
- Impact on warranty and support.
- Describe the on line help features that will be provided to the client.
- Describe the system administration tools and procedures that will be delivered for the ongoing support and maintenance, including customization of the proposed solution.
- Describe the vendors proposed overall management framework including proposed tools for:
 - Application management and monitoring
 - Web services management
 - Systems management and monitoring
 - Event Management
 - Network management and monitoring
 - Performance monitoring
- Explain how the Contractor’s solution will allow DIC the ability to access the programming code to allow in-house modifications:
 - Impact on warranty and support.
 - Describe the on line help features that will be provided to the client.
 - Describe the system administration tools and procedures that will be delivered for the ongoing support and maintenance, including customization of the proposed solution.
 - Describe the vendors proposed overall management framework including proposed tools for:
 - Application management and monitoring
 - Web services management
 - Systems management and monitoring
 - Event Management
 - Network management and monitoring

- Performance monitoring
- Describe what type of security and encryption will be used to provide the above services.

Database

- Describe how referential integrity is maintained.
- Describe solution preference for upgrading to Microsoft SQL 2005
 - Before or after implementation
 - Not at all
- Describe the approach to Metadata management.
- Provide a copy of the applications logical data model.
- Describe how the proposed solution leverages stored procedures and/ or triggers. Indicate how they are implemented and what technologies are utilized.
- Describe how the proposed solution and its database architecture handles and supports load balancing and/or clustering for extended scalability and performance.
- Describe the capacity planning model and how the results may impact the database configuration.
- Describe the proposed solutions advanced configurations for data caching (e.g., support of client/application caching, support of server caching). What is the methodology for making updates to the cache available to other users?
- Describe how the proposed solution optimizes performance in transaction processing and report processing and how the application avoids contention including lock contention.
- Describe all database monitoring and tracing tools available for the proposed solution. Which of those tools are included in the proposed solution? Are any other tools recommended for the solution over and above those included?
- Describe how the system prevents database contention.
- Describe the method used to incorporate the Document management solution currently in use at DIC (Intellinetics).
- Describe the built in Document management solution that can be provided with solution.

Internet

- Describe the preferred network topology and hardware required to achieve this architecture (e.g., load balancing utilizing hardware and software based load balancers ahead of the web servers, Virtual Private Networks (VPNs), creation of DMZs by firewalls).
- Please describe the capability of your IVR solution and the value it offers to the Agency

GIS

- Describe what inspection details can be sent to the inspectors

Integration

- Describe communications/messaging approach for server-to server and client-to-server communications, as applicable.
- Provide an overview of the proposed integration between the proposed solutions any other proposed third party products.
- Describe the user interface of the application. Include in the description an explanation of the following:

- Interface type (e.g. Browser or GUI)
 - If the user interface for the proposed solution is not browser based or fully browser based, indicate whether there are plans to include a full browser UI in a future release and the expected dated of that release
 - Online help facilities
 - Technical documentation available
- Describe the client (desktop) architecture. Include minimum and recommended PC specifications (e.g. RAM, video RAM, disk space, processor speed) to support the proposed solution.
 - Describe the method used to incorporate the Document management solution currently in use at DIC (Intellinetics).
 - Describe the built in Document management solution that can be provided with solution.

Global Requirements

Support Requirements

- Describe the different reporting and querying capabilities, particularly around creating ad-hoc queries and exporting the data. Please address the following:
 - Reporting Database platform, software, design, operation, maintenance and capabilities
 - Ad hoc, standard and online
 - Financial reporting capabilities
 - Operational reporting capabilities
 - Performance reporting capabilities
 - List of relevant standard reports and queries that come delivered with the package
- Explain the various search options within the system. Include information on both system and user-defined search views.
- Describe how the system handles attachments and how the information is accessed.
- Explain the abilities around creating and maintaining letter templates within the system. It is important to understand how information is defaulted to the templates and how the letter can be modified by the user on an ad-hoc basis.
- Describe the recommended training curriculum for the project team and for end users. Include details regarding on-line training available, train-the-trainer sessions, knowledge transfer, where training is conducted and costs.

Object Information

- Describe how the system will track different types of objects and allow for different information recorded for each type.
- Explain how the system will associate objects and allow querying among the different objects.

Customer Information

- Describe how the system will maintain customer information to be used across the application.
- Explain how the system will assist in preventing duplications.
- Describe any restrictions the system will have to prevent users from changing customer information that would affect other users.

- Explain how the application will enforce standards for customer data entry.

Contractor Information

- Describe how the system will maintain contractor information to be used across the application.
- Describe any restrictions the system will have to prevent users from changing contractor information that would affect other users.
- Explain how the application will enforce standards for contractor data entry.

Address Information

- Describe how the system will allow multiple addresses to be assigned to an object or a request.
- Describe how the system will assist in preventing duplicate address records.
- Explain how the system will centralize address maintenance.
- Describe any address validation tools that the system integrates with and how the tool works with the system.

Code Violation Information

- Explain how the system manages different code violations
- Describe how the system will prevent incorrect code violations from being assigned (for example, assigning a boiler code violation to an elevator inspection.)
- Explain how code violation information will be updated in the system when changes to the code occur. Is there a method to import this information automatically?
- Explain any search capabilities within the system to access different information based on code violations.

Fee Structure

- Describe how the system will handle fees and assigning them to various functions.
- Describe how the system will handle changes to the fees and option available (e.g. grace periods before new fees increase, fee change effective dates, etc.).

Project Management Methodology. The offeror must describe the approach, method(s), and specific work steps it plans to use to complete the Project. After award, the Management Plan will become the offeror's master plan to fulfill the Contract. It will incorporate other plans required by this RFP. The Management Plan must be as complete as possible at the time of submission. It must:

- Describe the offeror's proposed organization(s) and management structure responsible for fulfilling the Contract's requirements.
- Describe the methodologies, processes, and procedures the offeror's proposed organization(s) will follow to develop the Project.
- Define the milestone review processes (e.g. critical design review), and describe how communication and status review will be conducted between all parties.

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

If the offeror chooses to use any subcontractors, this part of the offeror's Proposal must describe its approach to effectively managing its subcontractors.

Data Conversion. DIC currently maintains six databases representing the different FOCUS applications, each with its own unique schema and structure. The offeror must describe the approach, method(s), and specific work steps it plans to use to migrate six DIC databases into a single database as part of the system implementation process. The offeror's proposal must specifically address each of the following databases:

- Boilers (BOILOHS)
- Plans and Specification (PSCCOHS)
- Bedding (BUSHOHS)
- Elevators (ELEVOHS)
- Appeals
- Boiler Operator License

Required Interfaces. The offeror must describe the approach, method(s), and specific work steps it plans to use to provide the following interfaces as part of the proposed solution. This section of the clearly describe how the offeror proposes to do the following:

- Interface with the STREAM fax server in order to send inspection schedules to the inspectors located throughout Ohio;
- Schedule and route inspectors based on DIC's current business need (please see *Routing and Scheduling* in Appendix 2: Functional Requirements and *Click Software* found in the 'System Overview' section of this appendix). If the vendor cannot provide its own solution that will meet or exceed business requirements then it must be able to interface with the Click software; and
- Integrate with Intellinetics software for attachments associated with permits, applications, and plans.

Recommended Platform Configuration. The offeror must provide a detailed description of their recommended platform configuration. This recommendation should take into consideration the Department of Commerce's existing network and Dell server infrastructure described in this RFP. This section of the proposal must address all application and database servers necessary to fully implement the solution. The proposal must address each technical environment recommended (e.g. testing, development, training, production and other environments as appropriate). For each application server and database server recommended the offeror should complete and include the appropriate portion of Supplement Seven.

Training Plan. The offeror must provide a detailed description of their approach, method(s), and specific work steps it plans to use to provide instructor led Train-the-Trainer training for up to 12 State trainers & IT staff members. This section of the proposal must also address the offeror's proposed approach to delivering the training for approximately 200 users in the event that the Department of Commerce elects to exercise this option. All training will be conducted at the Department of Commerce's Tussing Road location.

Scheduling and Routing Solution. The offeror must provide a detailed description of their proposed scheduling and routing solution. The offeror must clearly identify whether their proposed software includes an inspection, licensing and permitting solution that includes an existing integrated scheduling and routing solution or whether the offeror proposes to integrate with the Department of Commerce's existing Click Software solution. Note: A fully integrated scheduling and routing solution is preferred. Proposing to integrate a third-party scheduling and routing solution as part of the development and

implementation of the proposed solution is not acceptable. Offerors without an existing integrated routing and scheduling solution must propose to integrate with the current Click Software solution.

In addition to the detailed description of the proposed solution requested above, the offeror must provide the following:

- Detailed description of the routing functionality of the proposed solution;
- Identification of the supported GIS software;
- Identification of the hardware necessary to utilize the route optimization functionality;
- Description of how prioritizing scheduling activities are accomplished;
- Description of how assigning inspectors is accomplished;
- Description of how route optimization is derived, describing other nearby inspection requirements; and
- Description of all GIS functionality available to the inspector.
- Description of how the Division would be able to use its standard GIS tools (ESRI Arview and/or ArcInfo) in relation to any proposed GIS routing and scheduling engine.

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 during each phase of the System Development Life Cycle. 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;
- 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.

Project Schedule. The Offeror must develop a 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;

Support Requirements. The offeror must describe the support it wants from the State other than what the State has offered in this RFP. In addition to providing a Project Representative for the Contractor's Project Manager to interface with, the Department of Commerce will provide 1-2 DBAs to perform data extraction related tasks and staff to conduct testing activities to be performed by the State. Additionally the project sponsors and subject matter experts will be made available on an as-needed basis to clarify or validate project requirements. 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.

System Development Life Cycle Overview. The State seeks insightful responses that describe proven, lifecycle system development methods. Recommended solutions must demonstrate that the offeror will be prepared to quickly undertake and successfully complete the required tasks.

The offeror must use Attachment Ten to describe the System Development Life Cycle phases, including the activities, milestones, and Deliverables associated with each phase. These phases must be consistent with the proposed system development methodology to effectively plan, organize, control, and manage this Project. The description must be sufficiently detailed to demonstrate the offeror's knowledge and understanding of the Project. The description may define other activities or Deliverables that are not Project requirements but that the offeror deems necessary or appropriate. If additional activities or Deliverables are included, the offeror must describe them in detail and explain why the offeror recommends them. The offeror must make the System Development Life Cycle steps as complete and detailed as possible by including key activities and Deliverables for at least the following System Development Life Cycle Phases:

- Requirements,
- Design,
- Development,
- Testing,
- Documentation and Training,
- Deployment, and
- Post-Deployment.

System Requirements Affirmation. The offeror must fully describe how it will use systems analysis techniques to affirm the requirements identified for the Project.

Design. The offeror must fully describe its proposed design for the Deliverables, including the design approach, methods, tools, and techniques for completing the technical design process. The offeror must depict the design in sufficient detail to allow the State to verify that the design meets all the requirements in this RFP.

The offeror must fully describe how the design will be represented, such as through written specifications, design diagrams, a system prototype, CASE tool software, etc.

At a minimum, the offeror's design approach must include the following design phase activities:

- High-Level
- Detail
- Documentation & Testing
- Approval

Development and Testing. The offeror's Proposal must describe the offeror's development approach, methods, tools, and techniques for completing the development process. Of particular importance are the offeror's testing strategies for unit, system, user acceptance, volume, and regression testing.

Documentation and Training. The offeror must describe its proposed approach, methods, tools, and techniques for user and systems documentation and training. In addition, the Proposal must

include the activities the offeror will use to train the State Project staff on the offeror's system development methodology.

System Deployment and Post-Deployment. The offeror must describe its proposed approach, methods, tools, and techniques for deploying and installing the new system and maintaining its operation throughout the warranty period. The offeror also must describe its approach to installation and maintenance.

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, such as Commercial 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. But for Key Commercial Software, the offeror may not include a standard license agreement; rather, the offeror must comply with the next section's requirements regarding Attachment Eleven. If the State finds any provisions of any proposed license agreement objectionable and cannot or does not negotiate an acceptable solution with the licensor, 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. Any deviation from the standard license, warranty, and other terms in Attachment Four also may result in a rejection of the offeror's Proposal.

Proposed Changes to the Master Contract for Software Licensing. If the offeror seeks changes to Attachment Eleven, the Master Contract, the offeror must identify those changes, with the precise alternative language the offeror seeks, and include the markup of the Master Contract as an attachment to its Proposal. Generalized objections to the Master Contract's terms and conditions are not acceptable. The State may reject any Proposal with extensive changes to the Master Contract or with changes that the State finds objectionable. Alternatively, the State may seek to negotiate over proposed changes to attempt to make them acceptable to the State. The State, in its sole and exclusive judgment, will determine whether any changes are acceptable and whether any negotiations make the proposed changes acceptable to the State.

Terms for Commercial Materials. If the offeror proposes a Deliverable that contains Commercial Software or other Commercial Materials with terms that differ from the terms in Attachment Four for Commercial Software and Materials, other than Key Commercial Software, which must be dealt with in accordance with the preceding section, then those terms must be detailed here, and any proposed separate agreement covering those items must be included in the offeror's Proposal. This is required even if the State will not be expected to sign the agreement. Any deviation from the standard terms 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 Twelve. 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, including all optional renewal periods for maintenance or continuing commitments, and the Contractor is paid. However, the current General Assembly cannot commit a future General Assembly to expenditure. Therefore, this Contract will automatically expire at the end of each biennium, the first of which is June 30, 2009. 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, including any optional renewal periods. Termination or expiration of this Contract will not limit the Contractor's continuing obligations with respect to Deliverables that the State paid for before termination or limit the State's rights in such.

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

The 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. Unless expressly excluded elsewhere in the RFP, all hardware, software, supplies, and other required components (such as documentation, conversion, training, and maintenance) necessary 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.

The State may pay any part of the not-to-exceed fixed price identified in the RFP documents as being for a license in Commercial Material from a third party in accordance with the applicable license agreement, if the license agreement addresses payment. For all Key Commercial Software with a license agreement substantially in the form of Attachment Eleven, payment of any license or support fees will be governed exclusively by that license agreement.

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.

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.

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.

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 interest of the public, other contractors, potential contractors with the State, or individuals or organizations about whom the State keeps information. By way of example, information must be treated as confidential if it includes any proprietary documentation, materials, flow charts, codes, software, computer instructions, techniques, models, information, diagrams, know-how, trade secrets, data, business records, or marketing information. By way of further example, the Contractor also must treat as confidential materials such as police and investigative records, files containing personal information about individuals or employees of the State, such as personnel records, tax records, and so on, court and administrative records related to pending actions, any material to which an attorney-client, physician-patient, or similar privilege may apply, and any documents or records excluded by Ohio law from public records disclosure requirements.

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

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

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

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

Ownership of Deliverables. The State owns all Deliverables that the Contractor produces under this Contract, 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.

For Deliverables that include custom materials such as software, scripts, or similar computer instructions developed for the State, the State is entitled to the source material. Scripts and similar functionality may not be locked or otherwise protected from access by the State, unless the State has any passwords or other tools necessary to access the material. Source material must include annotations or comments according to industry standards. Further, the State is entitled to any working papers the Contractor has developed during the performance of the Project that would reasonably assist the State in using the Deliverables that include source materials or that would help the State protect its interests in the Deliverable or update, modify, or otherwise maintain the Deliverable. This also includes all design and architectural materials, such as schemas.

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. It does not include Key Commercial Software that will be governed by Attachment Eleven, Master Contract, but does include other Commercial Software.

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

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

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

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

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

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

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

Key Commercial Software will be covered by a separate Master Contract for Software Licensing, in the form of Attachment Eleven. When such a Master Contract is executed, it will be a separate agreement and not part of this Contract, though the Contractor remains responsible for ensuring that the completed Project, including any Key Commercial Software, meets the requirements of this Contract and performs according to the RFP Documents' requirements.

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 and security for the State's data, systems, and networks; (4) the Contractor has good and marketable title to any goods delivered under this Contract and in which title passes to the State; (5) the Contractor has the right and ability to grant the license granted in any Deliverable in which title does not pass to the State; and (6) the Contractor is not subject to any unresolved findings of the Auditor of State under Revised Code Section 9.24 and will not become subject to an unresolved finding that prevents the extension or renewal of this Contract.

The warranties regarding material defects, merchantability, and fitness are one-year warranties. All other warranties will be continuing warranties. If any portion of the 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, and for which the State has not approved a separate license agreement governing that Commercial Software's warranties as part of the RFP process, 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.

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

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

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

Equipment Maintenance. If this Contract involves Equipment as a Deliverable, then, upon Equipment delivery and for 12 months after acceptance, the Contractor must provide Equipment maintenance to keep the Equipment in or restore the Equipment to good working order. If the State exercises its right to any optional maintenance periods, the Contractor's obligations hereunder will extend to those periods as well. This maintenance must include preventative and remedial maintenance, installation of safety changes, and installation of engineering changes based upon the specific needs of the individual item of Equipment. This maintenance must include the repair, replacement, or exchange deemed necessary to keep the Equipment in good working condition. For purposes of this Contract, Equipment restored to good working condition means Equipment that performs in accordance with the manufacturer's published specifications and the RFP Documents.

The Contractor must exert its best efforts to perform all fault isolation and problem determination attributed to the Equipment covered under this Contract.

The following services are outside the scope of this Contract:

- a. Maintenance to bring the Equipment into compliance with any law, rule, or regulation if such law, rule, or regulation was not in effect on the acceptance date.
- b. Repair and replacement work or increase in maintenance time as a result of damage or loss resulting from casualty or the State's misuse of the Equipment, damage resulting from improper packing or failure to follow prescribed shipping instructions (if such is done by the State), failure of electrical power, air conditioning or humidity control, use of supplies not approved by the original manufacturer of the Equipment as described or included in the Contractor's Proposal, or causes other than ordinary use of the Equipment.

- c. Furnishing supplies or accessories, making specification changes, or adding or removing approved accessories, attachments, or other devices.
- d. Maintenance or any increase in maintenance time resulting from any maintenance or inappropriate connection to other equipment (not done by the Contractor) that results in damage to the Equipment.
- e. Activities required to restore the Equipment to good operating condition if the problem has resulted from someone other than Contractor's authorized service personnel repairing, modifying, or performing any maintenance service on the Equipment.

Equipment Maintenance Standards. This section applies if Equipment will be a Deliverable under this Contract.

The Contractor must complete all remedial Equipment maintenance within eight business hours after notification by the State that maintenance is required. In the case of preventative maintenance, the Contractor must perform such in accordance with the manufacturer's published schedule and specifications. If maintenance is not completed or substitute equipment provided within eight hours after notification by the State, the Contractor will be in default.

All maintenance also must meet any standards contained in the RFP Documents. Failure of the Contractor to meet or maintain these requirements will provide the State with the same rights and remedies specified elsewhere in the RFP Documents for default, except that the Contractor will only have eight hours to remedy the default.

The Contractor must provide adequate staff to provide the maintenance required by this Contract.

Equipment Maintenance Continuity. This section applies if Equipment will be a Deliverable under this Contract.

If the Contractor is unable to provide maintenance services to meet the State's ongoing performance requirements for Equipment delivered under this Contract, and if, in the State's sole opinion, the Contractor is unlikely to resume providing warranty services that meet the State's ongoing performance requirement, the Contractor will be in default. The State then will be entitled to the remedies in the default section of this Contract. However, the State will also be entitled to the following items from the Contractor: (a) all information necessary for the State to perform the maintenance, including logic diagrams, maintenance manuals and system and unit schematics, as modified by the Contractor; and (b) a listing of suppliers capable of supplying necessary spare parts.

Any information in items (a) and (b) above that is rightfully identified by the Contractor as confidential information will be maintained in confidence by the State, except where disclosure to a third party is necessary for the State to continue the maintenance. However, any third party to whom disclosure is made must agree to hold such proprietary information in confidence and to make no further disclosure of it. Further, any such confidential information will be used solely to perform the Contractor's maintenance obligations hereunder and will be returned to the Contractor upon completion of such use.

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

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

Maintenance Access (General). 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 maintenance on the Project, furnish the State with a means of identifying these people, furnish the State with their credentials, and notify the State at least 30 calendar days in advance of any reductions in staffing levels of key people at the office serving the State.

PART SIX: CONSTRUCTION

Entire Document. This Contract is the entire agreement between the parties with respect to its subject matter and supersedes any previous 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 Law and Limits on Political Contributions. The Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of the Ohio ethics laws. In accordance with Executive Order 2007-01S, the Contractor, by signature on the Contract, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflicts of interest laws, and (3) will take no action inconsistent with those laws and this order. The Contractor understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of the Contract and may result in the loss of other contracts or grants with the State. The Contractor also certifies that all applicable parties listed in Division (I)(3) or (J)(3) of Ohio Revised Code Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of Ohio Revised Code Section 3517.13.

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

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

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

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

Declaration Regarding Terrorism. In accordance with R.C. 2909.33(C), Contractor certifies that it meets one of the following conditions:

- a. Contractor has **not** received, nor will receive as a result of this contract, an aggregate amount greater than one hundred thousand dollars (\$100,000) in business or funding, excluding personal benefits, from the state, instrumentalities, or political subdivisions during the current fiscal year;

or

b.(1) Contractor has received, or will receive as a result of this contract, an aggregate amount greater than one hundred thousand dollars (\$100,000) in business or funding, excluding personal benefits, from the state, instrumentalities, or political subdivisions during the current fiscal year.

and,

b.(2) Contractor has either precertified with the Office of Budget and Management, or has completed the attached Declaration of Material Assistance form certifying that Contractor has not provided material assistance to any organization on the Terrorist Exclusion List, as that term is defined in R.C. 2909.21.

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 0A1035, entitled Inspection, Licensing and Certification Application, is between the State of Ohio, through the Office of Information Technology, on behalf of the Department of Commerce, and _____ (the "Contractor").

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

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

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

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

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

CONTRACTOR

STATE OF OHIO
OFFICE OF INFORMATION TECHNOLOGY

SAMPLE - DO NOT FILL OUT

By: _____

By: R, Steve Edmonson

Title: _____

Title: Director / 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}

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

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

**ATTACHMENT SEVEN
OFFEROR CERTIFICATION FORM**

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

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

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

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

Potential Conflicts (by person or entity affected)

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

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

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

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

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

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

Signature

Name

Title

Company Name

Company D-U-N-S Number

ATTACHMENT EIGHT
OFFEROR PROFILE SUMMARY

OFFEROR MANDATORY REQUIREMENTS

MANDATORY REQUIREMENT ONE: The Offeror must document that the proposed key Commercial software must have been both in production and commercially available for the past 36 months.

(Duplicate this form as many times as necessary to document that the proposed key Commercial software has been available and in production for the past 36 months.)

:

**ATTACHMENT EIGHT
OFFEROR PROFILE SUMMARY**

**OFFEROR MANDATORY REQUIREMENTS
CONTINUED**

MANDATORY REQUIREMENT TWO: The Offeror must document that the manufacturer of the proposed key commercial software has produced upgrade releases/hot fixes within the past 24 months.

(Duplicate this form as many times as necessary to document that the manufacturer of the proposed key commercial software has produced upgrade releases/hot fixes within the past 24 months.)

**ATTACHMENT EIGHT
OFFEROR PROFILE SUMMARY**

**OFFEROR MANDATORY REQUIREMENTS
CONTINUED**

MANDATORY REQUIREMENT THREE: The offeror must propose an inspection, licensing and permitting solution that includes an existing integrated scheduling and routing solution or propose to integrate with the Department of Commerce's existing Click Software solution. Note: A fully integrated scheduling and routing solution is preferred. Proposing to integrate a third-party scheduling and routing solution as part of the development and implementation of the proposed solution is not acceptable. Offeror's without an existing integrated routing and scheduling solution must propose to integrate with the current Click Software solution.

(Duplicate this form as many times as necessary to provide a detailed description of the Offeror's proposed approach to delivering an inspection, licensing and permitting solution that includes an existing integrated scheduling and routing solution, or its proposal to integrate with the Department of Commerce's existing Click Software)

**ATTACHMENT EIGHT
OFFEROR PROFILE SUMMARY**

SCORED CRITERIA, Project Manager Experience

REQUIREMENT: The offeror must document that the proposed Project Manager has experience as the project Manager on at least four completed projects of similar size and complexity. At least 2 of the 4 projects must have included the proposed key commercial software.

Candidate's Name:

Company Name:	Contact Name: (Indicate Primary or Alternate)
	Contact Title:
Company Address:	Contact Phone Number:
	Contact Email Address:
Project Name:	Beginning Date of Expr: / Ending Date of Expr: Month/Year Month/Year

(Duplicate this form as many times as necessary to document that the Offeror's proposed Project Manager has met the Requirement.)

--

**ATTACHMENT EIGHT
OFFEROR PROFILE SUMMARY**

SCORED CRITERIA, Project Manager Experience

REQUIREMENT: The proposed Project Manager must have experience as the Project Manager on at least 2 completed projects involving 100 or more users.

Candidate's Name:

Company Name:	Contact Name: (Indicate Primary or Alternate)
	Contact Title:
Company Address:	Contact Phone Number:
	Contact Email Address:
Project Name:	Beginning Date of Expr: / Ending Date of Expr: Month/Year Month/Year

(Duplicate this form as many times as necessary to document that the Offeror's proposed Project Manager has met the Requirement.)

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**ATTACHMENT EIGHT
OFFEROR PROFILE SUMMARY**

SCORED CRITERIA, Project Team Experience

REQUIREMENT: At least one proposed team member must demonstrate experience designing and integrating business processes on at least 2 completed projects.

Candidate's Name:

Company Name:	Contact Name: (Indicate Primary or Alternate)
	Contact Title:
Company Address:	Contact Phone Number:
	Contact Email Address:
Project Name:	Beginning Date of Expr: / Ending Date of Expr: Month/Year Month/Year

(Duplicate this form as many times as necessary to document that the Offeror's proposed Project Manager has met the Requirement.)

--

**ATTACHMENT EIGHT
OFFEROR PROFILE SUMMARY**

SCORED CRITERIA, Project Team Experience

REQUIREMENT: At least one proposed team member must demonstrate experience migrating multiple types of databases into one centralized database on at least 2 completed projects.

Candidate's Name:

Company Name:	Contact Name: (Indicate Primary or Alternate)
	Contact Title:
Company Address:	Contact Phone Number:
	Contact Email Address:
Project Name:	Beginning Date of Expr: / Ending Date of Expr: Month/Year Month/Year

(Duplicate this form as many times as necessary to document that the Offeror's proposed Project Manager has met the Requirement.)

**ATTACHMENT EIGHT
OFFEROR PROFILE SUMMARY**

SCORED CRITERIA, Project Team Experience

REQUIREMENT: At least one proposed team member must demonstrate experience designing reports on at least 2 completed projects.

Candidate's Name:

Company Name:	Contact Name: (Indicate Primary or Alternate)
	Contact Title:
Company Address:	Contact Phone Number:
	Contact Email Address:
Project Name:	Beginning Date of Expr: / Ending Date of Expr: Month/Year Month/Year

(Duplicate this form as many times as necessary to document that the Offeror's proposed Project Manager has met the Requirement.)

**ATTACHMENT EIGHT
OFFEROR PROFILE SUMMARY**

SCORED CRITERIA, Project Team Experience

REQUIREMENT: At least one proposed team member must demonstrate experience performing Train-the-Trainer and end user training on at least 2 completed projects.

Candidate's Name:

Company Name:	Contact Name: (Indicate Primary or Alternate)
	Contact Title:
Company Address:	Contact Phone Number:
	Contact Email Address:
Project Name:	Beginning Date of Expr: / Ending Date of Expr: Month/Year Month/Year

(Duplicate this form as many times as necessary to document that the Offeror's proposed Project Manager has met the Requirement.)

**ATTACHMENT EIGHT
OFFEROR PROFILE SUMMARY**

SCORED CRITERIA, Project Team Experience

REQUIREMENT: At least one proposed team member must demonstrate experience designing and developing training materials and processes on at least 2 completed projects.

Candidate's Name:

Company Name:	Contact Name: (Indicate Primary or Alternate)
	Contact Title:
Company Address:	Contact Phone Number:
	Contact Email Address:
Project Name:	Beginning Date of Expr: / Ending Date of Expr: Month/Year Month/Year

(Duplicate this form as many times as necessary to document that the Offeror's proposed Project Manager has met the Requirement.)

**ATTACHMENT EIGHT
OFFEROR PROFILE SUMMARY**

SCORED CRITERIA, Project Team Experience

REQUIREMENT: At least one proposed team member must demonstrate experience developing system documentation on at least 2 completed projects.

Candidate's Name:

Company Name:	Contact Name: (Indicate Primary or Alternate)
	Contact Title:
Company Address:	Contact Phone Number:
	Contact Email Address:
Project Name:	Beginning Date of Expr: / Ending Date of Expr: Month/Year Month/Year

(Duplicate this form as many times as necessary to document that the Offeror's proposed Project Manager has met the Requirement.)

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**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 offerors organization.

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

Client Company:	Client Contact Name:	Client Contact Title:	
Client Address:		Client Contact Phone Number:	
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 REQUIREMENTS
Project Manager**

Candidate's Name:

Requirement: The proposed Project Manager must have experience as the project Manager on at least 4 completed projects of similar size and complexity. At least 2 of the 4 projects must have included the proposed key commercial software.

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

Duplicate this form as many times as necessary to provide a a description of technical experience, capacity performed, and role that is related to services to be provided for this Project:

**ATTACHMENT NINE
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
Project Manager**

Candidate's Name:

Requirement: The proposed Project Manager must have experience as the project Manager on at least 2 completed projects involving 100 or more users.

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

Duplicate this form as many times as necessary to document that the proposed Project Manager has experience as a Project Manager on at least 2 completed projects involving 100 or more users:

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**ATTACHMENT NINE
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
Project Team Experience**

Candidate's Name:

Requirement: At least one proposed team member must demonstrate experience designing and integrating business processes on at least 2 completed 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

Duplicate this form as many times as necessary to document that the proposed team member has experience designing and integrating business processes on at least 2 completed projects:

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**ATTACHMENT NINE
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
Project Team Experience**

Candidate's Name:

Requirement: At least one proposed team member must demonstrate experience designing and implementing workflow processes on at least 2 completed 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

Duplicate this form as many times as necessary to document that the proposed team member has experience designing and implementing workflow processes on at least 2 completed projects:

--

**ATTACHMENT NINE
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
Project Team Experience**

Candidate's Name:

Requirement: At least one proposed team member must demonstrate experience migrating multiple types of databases into one centralized database on at least 2 completed 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

Duplicate this form as many times as necessary to document that the proposed team member has experience migrating multiple types of databases into one centralized database on at least 2 completed projects:

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**ATTACHMENT NINE
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
Project Team Experience**

Candidate's Name:

Requirement: At least one proposed team member must demonstrate experience designing reports on at least 2 completed 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

Duplicate this form as many times as necessary to document that the proposed team member has experience designing reports on at least 2 completed projects:

--

**ATTACHMENT NINE
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
Project Team Experience**

Candidate's Name:

Requirement: At least one proposed team member must demonstrate experience performing Train-the-Trainer and end user training on at least 2 completed 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

Duplicate this form as many times as necessary to document that the proposed team member has experience performing Train-the-Trainer and end user training on at least 2 completed projects:

--

**ATTACHMENT NINE
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
Project Team Experience**

Candidate's Name:

Requirement: At least one proposed team member must demonstrate experience designing and developing training materials processes on at least 2 completed 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

Duplicate this form as many times as necessary to document that the proposed team member has experience designing and developing training materials processes on at least 2 completed projects:

--

**ATTACHMENT NINE
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
Project Team Experience**

Candidate's Name:

Requirement: At least one proposed team member must demonstrate experience developing system documentation on at least 2 completed 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

Duplicate this form as many times as necessary to document that the proposed team member has experience developing system documentation on at least 2 completed projects:

--

**ATTACHMENT NINE
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
Project Team Experience**

Candidate's Name:

Requirement: At least one proposed team member must have experience performing user acceptance testing (UAT) on at least 2 completed 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

Duplicate this form as many times as necessary to document that the proposed team member has experience performing user acceptance testing (UAT) on at least 2 completed projects:

--

**ATTACHMENT NINE
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
Project Team Experience**

Candidate's Name:

Requirement: At least one proposed team member must have experience performing unit testing and system integration testing on at least 2 completed 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

Duplicate this form as many times as necessary to document that the proposed team member has experience performing unit testing and system integration testing on at least 2 completed projects:

--

ATTACHMENT TEN

SYSTEM DEVELOPMENT LIFE CYCLE OVERVIEW

Use one sheet (or set of sheets) for each System Development Life Cycle Phase proposed by the Offeror.

Additional sheets may be added, if needed, to incorporate all the activities, milestones, and Deliverables and related descriptions.

System Development Life Cycle Phase: _____

List System Development Life Cycle Phase activities and milestones:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Provide a description for each of the System Development Life Cycle Phase activities and milestones listed above, referencing how all the Project requirements in the RFP will be addressed.

List System Development Life Cycle Phase Deliverables:

_____	_____
_____	_____
_____	_____
_____	_____

Provide a description for each of the System Development Life Cycle Phase Deliverables listed above, referencing how all the Project requirements in the RFP will be addressed.

**ATTACHMENT ELEVEN
MASTER CONTRACT FOR SOFTWARE LICENSING (MLA NUMBER [0000000])**

THIS CONTRACT (the "Contract") is between the State of Ohio (the "State"), through the Office of Information Technology, Investment and Governance Division, with offices at 30 East Broad Street, Columbus, Ohio 43215, and *[Company name of the Contractor]* (the "Contractor"), with offices at *[street address, city, state and zip code for the Contractor]*, and whose Federal Tax ID Number is *[the Contractor's TIN]* and D-U-N-S Number is *[the Contractor's D-U-N-S]*.

BACKGROUND

The State and the Contractor have entered into this Contract to provide the terms and conditions under which the Contractor will grant one or more perpetual, nonexclusive licenses to the State to use certain software that the Contractor publishes or markets (the "Software"). Any such licenses will be described in one or more schedules to this Contract ("Schedules") and will include a license to use the Software's user and technical documentation (the "Documentation"). It also may include a license to use the Software's source code and related material ("Source Code"), if it is so indicated elsewhere in this Contract or on the applicable Schedule. Additionally, this Contract governs the Contractor's obligation to provide the State with assistance troubleshooting the Software and with updates, correction, enhancements, and new releases of the Software ("Support").

PART I: LICENSE AND USE

1. Grant of License. The Contractor grants to the State a nonexclusive, nontransferable, and perpetual license to use the executable code version of the Software identified in each Schedule under this Contract, along with the related Documentation, and if indicated in an applicable Schedule, the Source Code for the Software. The license begins on the date identified in the applicable Schedule as the start date for the license (the "Start Date"). Unless indicated otherwise in this Contract, such use will be limited to use solely for the exercise of any function of State government by any State agency or political subdivision of the State ("Affiliated Entities"). The applicable Schedule governing the license will describe the scope of each license granted to the State in further detail, and the State agrees to limit its use of the Software as described in the applicable Schedule. The State may not republish the Software or the Documentation or distribute it to any third party, unless and only to the extent that this Contract or the scope of license in the applicable Schedule expressly so permits. The State will have a right to use the Software at any of its locations worldwide, subject only to applicable restrictions on export of technology from the US, the scope of license in the applicable Schedule, and the restrictions in this Contract on using the Software in hazardous environments.

2. Generated Files. "Generated Files" are files that the State creates using the Software and in which the State's data or results from the State's instructions are stored. Examples of such files could include, among others, text files generated with a word processor, data tables created with a database engine, and image files created with a graphics application. Applications consisting of instruction sets created with a programming language that the Contractor licensed to the State also would be considered Generated Files. As between the State and the Contractor, the State will own all Generated Files that the State prepares by using the Software, excluding such portions of the Generated Files that consist of embedded portions of the Software. The Contractor or its licensors will retain ownership of any portions of the Software embedded into Generated Files. But the Contractor grants to the State a nonexclusive, royalty-free right to reproduce and distribute to third parties any portions of the Software embedded in any Generated Files that the State creates while using the Software in the manner in which the Software is designed to be used. In the State's distribution of the Generated Files, the State may not use the Contractor's name, logo, or trademarks, except to the extent that such are incorporated in such Generated Files by the design of the Software when used as intended.

3. License Restrictions. The State may not reverse engineer, de-compile, or disassemble any Software for which it is not licensed to use the Software's Source Code. Additionally, the State may not assign, transfer, or redistribute the Software to any party in whole or in part, except as expressly provided by this Contract or the applicable Schedule. It also may not rent, time share, or operate a service bureau

with respect to the Software. And the State may not charge a fee to any third party for access to or use of the Software, unless this Contract or the applicable Schedule permits such. (One Affiliated Entity using the Software on behalf of another Affiliated Entity is not the operation of a service bureau for purposes of this Contract, even if the Affiliated Entity charges the other Affiliated Entity for the costs of the service.) Additionally, except as authorized in this Contract or the applicable Schedule, the State may not grant any sublicense to access or use the Software. Notwithstanding the foregoing, and provided they have agreed in writing to honor the terms of this Contract, the State's Affiliated Entities may use the Software in the same manner as the State, subject to the applicable limits on the license and the obligations contained in this Contract. Further, for any Software designed for communications, such as e-commerce applications, or for Web presentations, the State may communicate with third parties using the Software and use the Software for presentations to third parties via the Internet. Additionally, the State engages various contractors to do work for it, and the State may provide such contractors with access to and use of the Software solely for use on behalf of the State, including in a facilities management, hosting, disaster recovery, or outsourcing arrangement. But the State may not provide access to the Software to any such contractors except for use solely on behalf of the State.

4. Locking Devices. Some Software may require the use of a key to prevent unauthorized installation and use of the Software, but the Software may not include expiration codes, "time bombs", or similar devices that can disable the software once a proper key is provided. Further, the software may not contain any routines, functions, or devices that can or are designed to transmit or transfer any data surreptitiously to the Contractor or any other party. Nor may the software contain any routines, functions, or similar devices designed to permit the Contractor or a third party to surreptitiously access data on the State's network or on any of the State's computers. Should the State need assistance with a key or similar device to use the Software within the State's scope of license, the Contractor will assist the State at any time and without charge or fee, regardless of whether such Software is then under Support.

5. Copies. In addition to the copies of the Software authorized by the license in the applicable Schedule, the State may make a reasonable number of copies of the Software for backup, archival, disaster recovery, testing, development, and image management purposes. And the State may use these copies for such purposes without paying any additional fee or charge, so long as any such additional copies are not used in a production environment while the production copy or copies of the Software are used for production. No other copies of the Software may be made by or for the State. With respect to the Documentation for any Software, the State may make as many copies of it in either paper-based or electronic form as the State may reasonably require for its own internal purposes. Additionally, the State may incorporate portions of the Documentation in other materials, such as training and reference manuals, provided that such materials are used solely for the internal purposes of the State and the use bears a reasonable nexus to the State's use of the Software. Each copy of the Software or Documentation that the State makes must bear the same copyright and other proprietary notices that appear on the original copy provided to the State. If the Contractor has granted the State a license to use the Source Code for the Software, the State may make a reasonable number of copies of the Source Code, modify it, compile it, and otherwise use it as reasonably necessary to support its licensed use of the Software.

6. Hazardous Environments. The State recognizes that some Software may not be designed or intended for use as or with online control equipment or systems in hazardous environments requiring fail-safe performance. This includes equipment or systems such as those used in the operation of nuclear facilities, aircraft navigation, air traffic control, direct life support machines, and munitions. It also includes any other equipment or systems in which the State reasonably can foresee that failure of the Software could lead to death, personal injury, or severe physical or environmental damage. For any Software designated as not intended for hazardous environments in the applicable Schedule, the State may not use or permit the use of the Software in conjunction with any such equipment or systems.

7. Object Reassignment. Any Software licensed by the number of items that it may be used on, by, or in conjunction with, such as nodes, computers, users, or sites ("Objects"), may be reassigned to other, similar Objects within the State at any time and without any additional fee or charge. For example, a computer-specific license may be transferred to another computer, a site license may be transferred to another site, and a named user license may be assigned to another user. But any such reassignment

must be in conjunction with termination of use by or with the previous Object, if such termination is required to keep the total number of licensed Objects within the scope of the applicable license. Should the State require a special code, a unique key, or similar device to reassign the Software as contemplated by this section, the Contractor will provide such a code, key, or similar device to the State at any time and without a fee or charge, regardless of whether such Software is then under Support. A later section in this Contract governs assignment of the State's license in any Software to a successor in interest.

8. Upgrades, Updates, and Corrections. All portions of the Software, including any corrections, patches, service packs, updates, upgrades, and new versions and releases are the property of Contractor, are part of the Software, and are governed by the State's license in the Software. In no event will the Software or any modification of it be deemed a work made for hire, even if the Contractor has made the modification expressly for the State, unless the parties agree otherwise in writing.

PART II: FEES AND PAYMENT

1. Fees. The State will pay to the Contractor the fees for licensing the Software identified in each Schedule under this Contract ("License Fees"), as well as all applicable fees for Support of the Software ("Support Fees") that are identified in any Schedule under this Contract. The License Fee for each license is due and payable on the 30th day after the later of the date on which the applicable license starts (the "Start Date") or the date the State receives a proper invoice for the License Fee at the office designated in the applicable purchase order. A Support Fee will be due payable on the 30th day after the later of the date on which the applicable period of Support (the "Support Period") begins or the date the State receives a proper invoice for the Support Fee at the office designated in the applicable purchase order. The State will not be obligated to acquire or renew Support for any Software unless it issues a purchase order for such.

2. Taxes. The State is exempt from all sales, use, excise, property, and similar taxes ("Taxes"). To the extent any Taxes are imposed on the Contractor in connection with this Contract or the Software, the Contractor must pay such Taxes, together with any interest and penalties not properly disputed with the appropriate taxing authority.

3. Invoices. The Contractor must submit an original invoice with three copies to the office designated in the purchase order as the "bill to" address. To be a proper invoice, the invoice must include the following information:

- (1) Name and address of the Contractor, as designated in this Contract.
- (2) The Contractor's federal tax identification number, as designated in this Contract.
- (3) The Contractor's invoice remittance address, as designated in this Contract.
- (4) The purchase order number authorizing the delivery of the Software or Support.
- (5) A description of what the Contractor delivered, including, as applicable, the time period, serial number, unit price, quantity, and total price of the Software and Support. If the invoice is for Software with multiple installments of the License Fee, the Contractor also must include the payment number (e.g., 11 of 36).

If an invoice does not meet this section's requirements, or if the Contractor fails to give proper notice of a price increase (see the Pricing section below), the State will send the Contractor written notice. The State will send the notice, along with the improper invoice, to the Contractor's address designated for receipt of purchase orders within 15 days. The notice will contain a description of the defect or impropriety and any additional information the Contractor needs to correct the invoice. If such notification has been sent, the payment due date will be 30 days after the State receives a corrected and proper invoice or the applicable Start Date in the Schedule, whichever is later.

The date the State issues a warrant (the State's equivalent to a check) in payment of an invoice will be considered the date payment is made. Without diminishing the Contractor's right to timely payment, the payment will be overdue only if it is not received by the 30th day after the payment's due date. If the

State has not issued payment by then, interest will begin to accrue under Ohio Revised Code ("Code") Section 126.30.

4. Non-Appropriation of Funds. The State's funds are contingent on the availability of lawful appropriations by the Ohio General Assembly. If the Ohio General Assembly fails to continue funding for the Fees due hereunder, as determined by the Director of the Office of Information Technology, this Contract will terminate with respect to the Software or Support affected by the non-appropriation as of the date that the funding expires, and the State will have no further obligation to make any payments. This provision will not alter the rights of the State in any Software or to any Support for which the State already has made payment at the time of the non-appropriation.

5. OBM Certification. This Contract is subject to Code Section 126.07. All orders and Schedules under this Contract are void until the Director of the Office of Budget and Management for the State certifies that there is a balance in the appropriation available to pay for the order.

6. Currency. The State will make all payments under this Contract by warrant (the State's equivalent to a check) in US Dollars, regardless of the location where the Support is provided or the Software is located.

7. Disputed Amounts. The parties will resolve any amounts disputed under this Contract expeditiously and in good faith by having the representatives of the parties who signed this Contract enter into informal discussions. Once resolved through the dispute resolution process, the amount must be paid within 30 days of the resolution. If the State disputes any amount under this Contract in good faith, the State may withhold its payment pending resolution notwithstanding anything to the contrary elsewhere in this Contract.

8. Pricing. Subject to the limitations in this section, the Contractor may modify its pricing for Software or Support at any time and without notice to the State. But no such change will apply to any Software or Support that the State orders or for which it receives an invoice before the effective date of the change. Nor will any price increase apply to any Software for which the State and the Contractor have entered in to a Price-hold Addendum; the pricing for such Software will be fixed for the term of the price-hold. Additionally, for seven years from the date of the State's first license of any Software, the State will be entitled to acquire additional licenses for the same Software at a discount that is equal to the discount extended to the State for the initial license of the Software, even though the list price for the Software may have increased. Such licenses will be granted under the terms contained in this Contract via the execution of a Schedule hereto. Thereafter, the State will not be obligated to pay more than the Contractor's then current, published License Fee for any such Software, less the discount described in the following sentence. For all additional licenses acquired more than seven years after the initial license in the same Software, the State still will be entitled to a discount of █% from the then current list price for the license. Support Fees under this Contract may not increase from one Support Period to the next by more than █ percent for any license in the Software. Further, in no event will the Support Fee the State pays be greater than the fee paid by any other customer of the Contractor for the same type license.

PART III: CONTRACT ADMINISTRATION

1. Term. Once entered into, the term of this Contract will be from the date the duly authorized representative of the State signed it through June 30, 200█. Expiration of this Contract without renewal will not affect any licenses granted to the State before the expiration. It also will not affect the rights and the responsibilities of the parties with respect to such licenses.

2. Renewal. The State may renew this Contract for additional one-year terms, subject to and contingent on the discretionary decision of the Ohio General Assembly to appropriate funds for this Contract in each new biennium. Any such renewal of this Contract also is subject to the satisfactory performance of the Contractor and the needs of the State. The State's failure to renew this Contract will not affect any licenses granted to the State before the expiration. It also will not affect the rights and the responsibilities of the parties with respect to such licenses.

3. Delivery. The Contractor must deliver all Software licensed under this Contract to the State F.O.B. at the State's site specified in the applicable Schedule. If the Contractor and the State agree so in writing, the Contractor may deliver any Software licensed under this Contract via electronic transmission over the Internet, provided the Contractor maintains sufficient bandwidth to accommodate delivery in this fashion. Upon physical delivery or successful completion of an electronic transmission, title to any media on which the Software and Documentation are contained and risk of loss of the Software and Documentation will pass to the State.

4. Schedules. For all Software that the State licenses, the Contractor and the State will enter into a written Schedule to this Contract, signed by duly authorized representatives of both parties. The Schedule will describe the Software, the license granted in the Software, and the date the license starts ("Start Date"). It also will identify the License Fee for the license granted, the number of physical copies of the media on which the Software is shipped, and the operating system or systems for which the Software is designed. In addition, the Schedule will identify the Support Fee or the percentage of the License Fee used to calculate the Support Fee. All additional Software that the State seeks to license from the Contractor under this Contract, as well as all additional licenses that the State wishes to acquire in Software already licensed under this Contract, will be subject to the Contractor's prior, written approval in each such case. But the Contractor will consent for any Software that is covered by a Price-hold Addendum.. The Contractor also must consent for any Software that is or designed to operate in conjunction with Software already acquired by the State under this Contract, if the Software at issue is generally available to other customers and the State is not in material breach of this Contract.

5. Confidentiality. Each party may disclose to the other written material or oral or other forms of information that it treats as confidential ("Confidential Information"). Title to any Confidential Information one party delivers to the other will remain with the disclosing party or its licensors. Each party agrees to treat any Confidential Information it receives from the other party as secret, if it is so marked, otherwise identified as such, or when, by its very nature, it deals with matters that, if generally known, would be damaging to the best interest of the other party or its licensors.

The Contractor's Confidential Information may include the Software and Documentation, if the Software and Documentation are the trade secrets of Contractor and marked as such in a reasonable manner. Information of the State that the Contractor must presume to be Confidential Information, regardless of whether it is marked as such, includes any proprietary documentation, materials, flow charts, codes, software, computer instructions, techniques, models, information, diagrams, know-how, data, business records, and business plans. Such also includes files containing personal information about other contractors or employees of the State, such as personnel records, and any material to which an attorney-client, physician-patient, or similar privilege may apply. It also includes any State records that Ohio law excludes from public records disclosure requirements.

Each party agrees not to disclose any Confidential Information of the other to any third parties and to use it solely to meet its obligations under this Contract or as otherwise contemplated under this Contract. Additionally, each party will restrict circulation of Confidential Information within its organization and permit access to it only by people who have a need to know the Confidential Information for the purposes contemplated by this Contract. The receiving party will be liable to the disclosing party for any damages that result from its improper or unauthorized disclosure of any Confidential Information.

Except for Software, Source Code, or Documentation that represents Confidential Information, neither party may incorporate any portion of the other party's Confidential Information into any work or product. With respect to Software, Source Code, or Documentation that is Confidential Information, the foregoing will not apply to any portion of the Software incorporated into Generated Files by the design of the Software when used as intended. Nor will the foregoing apply to portions of the Documentation that the State incorporates into material such as training and reference manuals in accordance with this Contract's applicable provisions. And the foregoing will not apply to any Source Code properly licensed to the State that the State modifies for use within the scope of its license in the applicable Software. Furthermore, the receiving party must cause all of its personnel who have access to any Confidential Information of the other party to execute a confidentiality agreement incorporating the obligations of this section. Additionally, for any director, officer, employee, partner, agent, or subcontractor of the

Contractor ("Contractor Personnel") that require access to the State's premises, the State may require an individual non-disclosure agreement incorporating the terms of this section to reinforce the importance of such obligations. The State may bar any Contractor Personnel who refuse to execute such a non-disclosure agreement from entering the State's facilities.

The receiving party's obligation to maintain the secrecy of the Confidential Information will not apply where it:

- (a) Was already in the receiving party's possession before disclosure by the other party, and the receiving party obtained it without an obligation of confidence;
- (b) Is independently developed by the receiving party;
- (c) Except as provided in the next paragraph, is or becomes publicly available without breach of this Contract;
- (d) Is rightfully obtained by the receiving party from a third party without an obligation of confidence;
- (e) Is disclosed by the receiving party with the written consent of the other party; or
- (f) Is released in accordance with a valid order of a court or governmental agency, provided that the receiving party:
 - (1) Notifies the other party of such order immediately upon receipt of the order; and
 - (2) 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.

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

Except for properly licensed Software, Source Code, or Documentation that contains Confidential Information, the receiving party must return or destroy all copies of any Confidential Information when it is no longer needed for the receiving party to perform under this Contract, but in any case, no later than on termination of this Contract. For properly licensed Software, Source Code, and Documentation that represents Confidential Information, the State may retain it for so long as the State has a valid license in it.

The receiving party may disclose Confidential Information to its contractors on a need-to-know basis, but only after they have agreed in writing to be obligated to the requirements of this section.

6. Escrow. Except for Software that the Contractor delivers to the State with its Source Code, the Contractor must escrow the Source Code for all Software with Escrow Associates, LLC (the "Agent") under an existing escrow agreement between the State and the Agent. The Agent may release the Source Code to the State on the occurrence of any of the following:

- (a) The Contractor ceases business without a successor in interest that assumes all the Contractor's obligations under this Contract;
- (b) The Contractor files or has filed against it a petition in bankruptcy or similar proceeding that is not dismissed within 60 days;
- (c) The Contractor stops supporting any Licensed Software;
- (d) The State terminates this Contract for cause; or
- (e) The Contractor materially or consistently fails to perform its Support obligations in a timely and professional manner.

The release will apply only to the Source Code for Software affected by the triggering event. The Source Code for the Software will be in the form customarily used by programmers to read and modify such Source Code. It also will include all supporting documentation and annotations reasonably required for

productive use of the Source Code by a competent programmer skilled in the programming language in which the Source Code is written. The Contractor will deliver to the Agent the Source Code for each version or release of the Software that the State acquires. The State will be solely responsible for paying all escrow fees associated with the escrow agreement, and upon any release of Source Code from escrow, the State will treat the material as Confidential Information and use it solely to maintain the Software for its own internal purposes.

The escrow agreement with the Agent is a supplementary agreement to this Contract, within the meaning of Title 11, Section 365(n), of the United States Code, and neither the Contractor nor its trustee in bankruptcy may interfere with the State's license in the Software or right to access any Source Code by virtue of any bankruptcy proceedings.

From time to time, the State may change the company it uses as the Agent. The State will do so only on written notice to the Contractor and will use only a US-based, well-recognized escrow company.

5. Insurance. During any Support Period for which the State has paid the applicable Support Fee, the Contractor must purchase and maintain the following minimum insurance coverages at its sole expense:

- (A) Worker's compensation insurance covering all employees to comply with the laws of the state or states where operations are conducted and employer's liability insurance with a limit of not less than \$1,000,000. If operations are conducted in a monopolistic state, the employer's liability insurance must be provided through a stop gap endorsement.
- (B) General liability insurance covering all operations under this Contract, with a combined single limit of not less than \$1,000,000 each occurrence. The policy must include with its other coverages products and completed operations, broad form property damage, blanket contractual liability coverage, independent contractors (work sublet) and cross liability.
- (C) Automobile liability insurance covering all automotive equipment used in performing under this Contract (whether owned, non-owned, or hired) with a combined single limit of not less than \$1,000,000 each accident.

The policies specified in (A) above must be with companies acceptable to the State and endorsed to waive rights of subrogation against the State. The policies specified in (B) and (C) above must be endorsed to include the State as an additional insured with respect to operations performed under this Contract. All the above policies must be primary to any policies the State purchases or maintains.

The Contractor must furnish the State with an insurance certificate as evidence of the above coverages and requirements. The certificate also must contain the following statement:

"Thirty days' prior written notice will be given to the State of Ohio in the event of cancellation or material change in coverage."

The coverages required represent the State's minimum requirements, and they may not be construed to void or limit the Contractor's indemnity obligations under this Contract.

6. Excusable Delay. Neither party will be liable for any delay in its performance under this Contract 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. For any such excusable delay, the date of performance or delivery will be extended for a period equal to the time lost by reason of the excusable delay. The delayed party must also describe the cause of the delay and what steps it is taking or will take to remove the cause. The delayed party may not rely on a claim of excusable delay to avoid liability for a delay if the party has not taken commercially reasonable steps to mitigate or avoid the delay.

7. Network Security. The Contractor may not connect to the State's internal computer network without the prior, written consent of the State, which the State will reasonably provide if necessary or appropriate for the Contractor to provide Support. But as a condition of connecting to the State's computer network, the Contractor must secure its own connected systems in a manner consistent with the State's then-

current security policies, which the State will provide to the Contractor on request. The State may audit the Contractor's security measures in effect on any such connected systems without notice. The State also may terminate the Contractor's network connections immediately should the State determine that the Contractor's security measures are not consistent with the State's policies or are otherwise inadequate given the nature of the connection or the data or systems to which the Contractor may have access.

8. Termination. This Contract will continue in full force and effect unless terminated according to the terms of this Contract. Either party may terminate this Contract at any time on 30 days prior written notice to the other party or in the event of any default by the other party, which the defaulting party fails to cure within 30 days after written notice. Either party also may terminate this Contract upon any sale of a majority interest in the other party to a third party or if a receiver, liquidator, trustee, or like official is appointed for the other party or any substantial portion of its property. Additionally, either party may terminate this Contract if the other party files or consents to any petition in bankruptcy or other insolvency proceedings or makes any assignment for the benefit of its creditors. Termination of this Contract will not extinguish any of the rights and obligations of a party under this Contract that, by the terms of that right or obligation, continue after the date of termination. And no termination will extinguish any of the rights or obligations that, by their very nature, must continue after termination to give full effect to the purpose of those rights and obligations. Termination of this Contract will not entitle the State to any refund of any License or Support Fee, nor will it extinguish any license or price-hold the State has acquired in any Software before the date of termination, except as provided in the next paragraph.

With or without terminating this Contract in accordance with the paragraph above, on 30 days prior written notice to the State, the Contractor may terminate any license in any Software granted to the State under this Contract. But the Contractor may do so only if the State materially breaches any terms of this Contract with respect to the license or licenses the Contractor seeks to terminate. Such termination notice will be effective 30 days after the State receives it, provided that the State does not cure its breach of this Contract within those 30 days. All Software licenses not affected by the State's breach will remain in place and unaffected by the termination. Any such termination will be in addition to any other remedies the Contractor may have under this Contract for the State's breach.

PART IV: WARRANTIES, LIABILITIES, AND REMEDIES

1. Warranties. The Contractor warrants for one year from the Start Date that the Software will be free of material defects and will function in substantial conformance to its Documentation when used in the operating environment for which it is intended and in accordance with its Documentation. The Contractor also warrants that the Software will be merchantable and fit for the particular purpose for which the State acquired it. Moreover, the Contractor warrants that the Software will be free of viruses at the time of its delivery under this Contract. Additionally, the Contractor warrants that all media on which the Software is delivered to the State will be free from defects for one year after delivery to the State.

2. Warranty Exclusions. The Contractor's warranties with respect to the Software's performance in accordance with its Documentation, its fitness, and its merchantability do not cover any error caused by any change to the Software made by any party other than the Contractor and not at the Contractor's request or otherwise in accordance with this Contract or the Software's Documentation. It also does not cover damage to the Software caused by accident, neglect, or misuse of the Software by any party other than the Contractor or anyone else acting on the Contractor's behalf. Further, the State's use of the Software in an operating environment or in conjunction with a hardware platform that does not meet the Contractor's minimum specifications, as set out in the applicable Schedule or Documentation, may result in errors or failures that are outside the scope of the Contractor's warranty. Additionally, use of the Software in combination with other software, hardware, firmware, data, or technology not licensed or approved by the Contractor in writing may cause failures that also are outside the scope of the Contractor's warranty, provided that the Software is not designed or intended for use with such items.

THE EXPRESS WARRANTIES IN THIS CONTRACT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED.

3. Remedies. The Contractor's entire liability and the State's sole remedy for any breach of the above media warranty is limited to requiring the Contractor to replace the defective media expeditiously and without charge to the State. Furthermore, the Contractor's entire liability and the State's sole remedy for any breach of the above warranties of fitness, merchantability, and against defects in the Software will be limited to the Contractor expeditiously correcting the defect or issue and providing the State with a patch containing the correction. If within the times given below, the Contractor does not provide a replacement copy for defective media or Software containing a virus or fails to deliver a fix for a defect in the Software or a correction solving a fitness or merchantability issue, the Contractor must refund all License Fees paid by the State for the affected the Software. In the case of defective media or Software containing a virus, the Contractor will have 15 days after written notice to provide a replacement. In the case of other defects, merchantability issues, or fitness issues, the Contractor will have 30 days after written notice to deliver a correction that resolves the problem. Upon the Contractor's issuance of a refund, the State will return or destroy all copies of the Software and, upon the Contractor's request, certify in writing that it has done so.

THE FOREGOING REMEDIES ARE THE STATE'S EXCLUSIVE REMEDIES FOR THE WARRANTIES PROVIDED ABOVE.

4. Indemnity. The Contractor will indemnify the State for all direct damages to the State caused by the negligence or willful misconduct of the Contractor. The Contractor also agrees to indemnify, defend, and hold the State harmless from and against all claims, liabilities, demands, losses, expenses (including by way of example only, court costs and experts' and attorneys' fees), and causes of action of every kind and character in favor of any third party caused or arising out the activities or performance of the Contractor or the Contractor's Personnel. The foregoing obligations do not apply to the extent caused by the State's actual negligence or willful misconduct. Any defense of the State requires and is subject to the approval and consent of the Ohio Attorney General.

5. Infringement. The Contractor will release, protect, indemnify, defend, and hold the State harmless from and against any claims of infringement by any third parties based on the Software, Source Code, or Documentation licensed under this Contract. Any defense of the State requires and is subject to the approval and consent of the Ohio Attorney General and will be at the Contractor's sole cost and expense. Further, the Contractor will indemnify the State for any liability resulting from any such claims, demands, or suits, as well as hold the State harmless for the Contractor's liability, losses, and damages resulting from such. This obligation of defense and indemnification will not apply where the State has modified or misused the Software, Source Code, or Documentation, and the claim or the suit is based on the modification or misuse. The Contractor's obligation to hold the State harmless also will not apply if the claim, suit, liability, or damage arises out of the State's misuse of the Software, Source Code, or Documentation. The State agrees to give the Contractor notice of any such claim as soon as reasonably practicable and to allow the Contractor to control the defense of the any such claim, upon consultation with and the approval of the Office of the State's Attorney General.

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

- (a) Modify the offending Software, Source Code, or Documentation so that it is no longer infringing;
- (b) Replace the offending Software, Source Code, or Documentation with an equivalent or better item;
- (c) Acquire the right for the State to use the infringing Software, Source Code, or Documentation as it was intended for the State to use under this Contract; or
- (d) Remove the infringing Software, Source Code, or Documentation and refund the amount the State paid for the Software and the amount of any other Software or item that requires the availability of the infringing Software, Source Code, or Documentation for it to be useful to the State.

6. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS CONTRACT, NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OTHER THAN

DIRECT DAMAGES. THIS EXCLUSION OF DAMAGES INCLUDES, BY WAY OF EXAMPLE ONLY, INDIRECT, INCIDENTAL, EXEMPLARY, AND CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. ADDITIONALLY, NEITHER PARTY WILL BE LIABLE FOR DIRECT DAMAGES IN EXCESS OF TWO TIMES THE TOTAL LICENSE AND SUPPORT FEES PAID UNDER THIS CONTRACT OR \$ _____, WHICHEVER IS GREATER. BUT THIS LIMITATION OF LIABILITY WILL NOT LIMIT THE CONTRACTOR'S OBLIGATION TO INDEMNIFY THE STATE UNDER THE INDEMNITY AND INFRINGEMENT PROVISIONS OF THIS CONTRACT FOR DIRECT DAMAGES FROM THE CONTRACTOR'S NEGLIGENCE OR WILLFUL MISCONDUCT. THIS LIMITATION OF LIABILITY ALSO WILL NOT LIMIT THE CONTRACTOR'S OBLIGATIONS UNDER THE INDEMNITY AND INFRINGEMENT SECTIONS OF THIS CONTRACT FOR CLAIMS MADE AGAINST THE STATE FOR INFRINGEMENT OR FOR NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CONTRACTOR, REGARDLESS OF THE NATURE OF THE DAMAGES SOUGHT FOR ANY SUCH CLAIM. THIS LIMITATION OF LIABILITY WILL SURVIVE TERMINATION OF THIS CONTRACT.

PART V: SOFTWARE SUPPORT

1. Support. Each Support Period will be one year in duration, with the first Support Period beginning on the [first anniversary of the] Start Date for the applicable license. Subsequent Support Periods will begin on each anniversary of the Start Date of the applicable license (the "Anniversary Date"). During each Support Period for which the State has paid the applicable Support Fee, the Contractor will provide the State with telephonic assistance and advice for using the Software. The Contractor also will provide remote troubleshooting and problem resolution by developing and providing fixes or patches for errors in the Software. As part of the annual Support that the Contractor provides in exchange for the applicable Support Fee, the Contractor also will deliver to the State all service packs for the Software, as well as all updates and new releases and versions of the Software. The annual Support Fee will be calculated as a percentage of the then current License Fee for the applicable Software license. The percentage used to calculate the Support Fee will be provided in the applicable Schedule governing the Software license. The manner in which the Contractor provides Support will be governed by the Contractor's policies and programs described in the applicable Software Documentation or other materials that the Contractor uses to notify its customers generally of such policies. But regardless of the Contractor's policies and programs, unless otherwise agreed in the applicable Schedule, in all cases such Support must comply with the requirements of this Contract. And the Contractor must provide the Support in a competent, professional, and timely manner.

2. Minimum Availability. Support for any Software licensed under this Contract must be available for a minimum of seven years from the Start Date of the license. Thereafter, for so long as the Contractor makes Support available to other customers, the State will be entitled to participate in that Support under the terms of this Contract and in exchange for the Support Fee identified in the applicable Schedule.

3. Reductions. The State may acquire licenses that are based on the number of users, nodes, computers, processors, instances of the Software or other counts of objects covered by a license ("Objects"). In any such cases, the State may request that the Support Fees for a Support Period be calculated based on fewer Objects than included in the previous Support Period, with an appropriate adjustment in the applicable Support Fee. But patches, services packs, updates, and new versions or releases of the Software made available to the State under this Contract for such Software may be applied only to the number of Objects included in the then current Support Period. Nevertheless, the State may continue using any version of the Software that is available at the time Support was reduced on or for the unsupported Objects, provided that such is physically possible based on the Software's configuration. In any case where supported and unsupported Objects cannot be treated separately (e.g., a single server license supporting multiple concurrent connection), the State must limit its use of the Software to the supported number of Objects to take advantage of its reduction rights under this section.

4. Lapse and Reinstatement. If the State opts to not renew Support for some or all of the Software licensed by the State under this Contract, the State may subsequently purchase Support for such Software. But it may do so only if the Contractor continues to make it generally available to its customers

when the State makes the decision to reacquire Support. Further, any such Support will require, in addition to the Support Fee for the then current Support Period, the payment of the immediately preceding year's Support Fees for that Software, or the applicable instances of it. Notwithstanding anything to the contrary in this Contract, no interest will be due on the Support Fees for the past Support Periods. In conjunction with the reinstatement of Support, the State will be entitled to any patches, service packs, upgrades, and new releases, and versions of the Software issued during the unsupported interval.

5. Support Parameters. The State may initiate Support requests for problems it encounters with the Software by telephone, email, Internet, or fax, and the Contractor must maintain lines of communication that support all four forms of communication. The Contractor must make Support available from at least 7:00 AM to 6:00 PM in each time zone where the Contractor maintains a Support center, and it must do so by staffing its Support function with an adequate number of qualified personnel to handle its traditional volume of calls. Further, the Contractor must maintain at least one Support center in North America with adequate English-speaking Support personnel. Support must be available during the business hours identified above from at least Monday through Friday throughout the Support Period, except for customary holidays. Further, subject to the State's obligation to pay the applicable Support Fees, the Contractor must support both the most recent major release of the Software as well as the immediately preceding major release of Software. The State's technical staff may contact any Support center that the Contractor maintains, and they may choose to do so based on convenience, proximity, service hours, languages spoken, or otherwise.

6. Incident Classification. The Contractor must classify and respond to Support calls by the underlying problem's effect on the State. In this regard, the Contractor may classify the underlying problem as critical, urgent, or routine. The guidelines for determining the severity of a problem and the appropriate classification of, and response to, it are described below.

The Contractor must designate a problem as "critical" if the Software is functionally inoperable, the problem prevents the Software from being used in production mode or there is significant potential for data integrity problems. This classification assumes there is no existing patch for the problem. The Contractor must classify a problem as "urgent" if the underlying problem significantly degrades the performance of the Software or materially restricts the State's use of the Software in a production mode. A problem also will be considered urgent if a commonly used feature often generates application errors, causes the Software to freeze, locks up the computer on which the Software is running, or otherwise routinely does not work as intended. Classification of a problem as urgent rather than critical assumes that the State still can conduct business with the Software. As with the critical classification, the urgent classification assumes there is no existing patch or acceptable workaround procedure for the problem. Finally, the Contractor may classify a Support call as "routine" if the underlying problem is a question on end use or configuration of the Software. It also may be classified as routine when the problem does not materially restrict the State's use of the Software in its production environment, such as when a feature or combination of features generates minor or rare errors. Also, if any problem that otherwise should be classified as critical or urgent can be solved either by a known workaround or an existing patch, the problem may be treated as routine.

The Contractor must apply the above classifications in good faith to each call for Support, and the Contractor must give due consideration to any request by the State to reclassify a problem, taking into account the State's unique business and technical environments and any special needs it may have.

7. Incident Response. The Contractor must respond to critical problems by ensuring that appropriate managerial personnel are made aware of the problem and that they actively track and expedite a resolution. The Contractor must assign Support or development personnel at the appropriate level to the problem, and those personnel must prepare a work plan for the problem's expeditious resolution. The work plan must assume that the Contractor's appropriate staff will work without material interruption until the problem is resolved properly. The Contractor's personnel must maintain daily contact with the State's technical staff to keep the State abreast of efforts being made to solve the problem. The Contractor also must provide the State's technical staff with direct access to the Contractor's Support personnel and product development personnel, if appropriate, who are assigned to the problem. If the resolution of the

problem requires a patch, the Contractor will ship the patch electronically as soon as the patch is available.

The Contractor must respond to urgent problems by having its product development and Support personnel work in concert to develop a fix or a workaround. The Contractor's Support personnel must maintain regular contact with the State to keep its technical staff abreast of progress toward a resolution of the problem. The Contractor's Support staff must include the problem in regular status reports to the Contractor's management team. And the Contractor's Support staff must provide the Software patch or workaround procedure as soon as it is available.

The Contractor must respond to routine problems by providing the State with a patch or workaround on a priority basis if the problem is one for which an existing patch or workaround already exists. For newly identified problems falling into this classification, the Contractor's Support personnel must generate a problem report, and the appropriate development or Support personnel then must prioritize the problem in relation to other outstanding product issues. The assigned priority then will govern the problem solving or developmental work needed to address the problem and the schedule for delivering a solution. For routine calls that involve end usage and configuration issues rather than bugs or other technical problems, the Contractor's first or second level Support personnel must provide the State's technical staff with telephonic assistance on a non-priority basis.

8. Response Times. The maximum time that the Contractor takes to respond initially to a Support request may vary based upon the classification of the request. During normal hours of operation for the Contractor's Support function, the Contractor's response time for a critical Support request will be less than one hour. The Contractor's response time for an urgent request must be less than two hours during operating hours. And the Contractor's response time for a routine Support request must be less than four hours during normal operating hours.

9. Escalation Process. Any Support call that is not resolved must be escalated to the Contractor's management under the following parameters. Unresolved problems that are classified as critical must be escalated to the Contractor's Support manager within four hours and to the director level after one day. If a critical problem is not resolved within three days, it must escalate to the corporate officer level and then to the CEO level after five days. The Contractor's Support staff will escalate unresolved urgent problems to its Support manager within three days, to the director level after seven days, and to the corporate officer level after 14 days.

10. State Obligations. To facilitate the Contractor meeting its Support obligations, the State must provide the Contractor with the information reasonably necessary to determine the proper classification of the underlying problem. It also must assist the Contractor as reasonably necessary for the Contractor's Support personnel to isolate and diagnose the source of the problem. Additionally, to assist the Contractor's tracking of Support calls and the resolution of Support issues, the State must make a reasonable effort to use any ticket or incident number that the Contractor assigns to a particular incident in each communication with the Contractor. The State also must install and implement the most recently available Software updates, including service packs and patches, if the Contractor reasonably believes it to be necessary to achieve a satisfactory resolution of a problem.

11. Limitations. The Contractor is not responsible for the resolution of problems caused by the State's use of the Software on hardware that does not meet the minimum specifications set out in the Software's Documentation. The Contractor also is not responsible for resolving problems caused by third party software not approved by the Contractor for use with the Software. Additionally, the Contractor need not resolve problems caused by unauthorized modifications to the Software.

12. Updates. The Contractor must make all Software updates and service packs, as well as new releases and new versions of it, available to the State at no additional charge and as part of its Software Support. The Contractor will notify the State of the availability of any Software updates and new versions and releases on at least a quarterly basis. The Contractor may post patches and updates on the Internet rather than delivering them to the State on physical media. The Contractor must provide Support, including upgrades, service packs, new releases, and new versions, as appropriate, to keep current with

changes in the operating systems and critical applications with which the Software is designed to run for a minimum of seven years from the date the Software is licensed to the State. For purposes of the last sentence, a “critical application” is any computer program that the Software is specifically designed to work in conjunction with. An example would be Software that requires an Oracle database engine to function. The Oracle database engine would be a critical application for that Software.

13. Follow-on Software. If the Contractor stops supporting or upgrading any Software but then offers or later releases another product that performs substantially similar functions, the State will be entitled to convert its license for the unsupported Software to a license in the new Software. Any such conversion will be without charge to the State, provided only that the State has paid all applicable Support Fees for the unsupported Software since first acquiring it through the time when the Contractor terminated Support.

14. Functionality Migration. If the Contractor eliminates functionality material to the use or performance of any Software licensed under this Contract (“Original Software”) and then includes the functionality in a new product (“New Software”), the Contractor must grant the State a license to use the migrated functionality of such New Software, but not to any other functionality in the New Software, if (i) the State is a subscriber to Support for the Original Software at the time the New Software is available and is entitled to receive subsequent releases of the Original Software, and (ii) the New Software is available for the same operating system or technical environment as the Original Software. The license granted to the State for the New Software will be (i) pursuant to the terms and conditions of this Contract and the applicable Schedule governing the Original Software, (ii) subject to the use restrictions and other limitations for the Original Software in this Contract and applicable Schedule, (iii) granted without the payment of additional fees other than fees for Support which would otherwise be due for the Original Software.

15. Support Location. For each Schedule under this Contract, the Contractor must disclose the location(s) where it will perform all Support, the location(s) where any State data applicable to this Contract will be maintained or made available, and the principal place of business for the Contractor and all its subcontractors that may perform Support under this Contract. While performing under this Contract, the Contractor may not change the location(s) where Support is performed or change the location(s) where it maintains or makes the State’s data available to a location outside the country of the original location(s) without prior, written approval of the State, which the State is not obligated to provide. Further, each of the Contractor’s subcontractors that perform Support under this Contract must agree in writing to and be bound by this and all other provisions of this Contract that inure to the benefit of the State.

PART VI: CONSTRUCTION

1. Entire Document. This Contract will apply to all Software that the State acquires from the Contractor during the term of this Contract, unless the parties expressly agree otherwise in a written document signed by the duly authorized representatives of the parties. Furthermore, this Contract, along with the Schedules and Addenda entered into under it, is the entire agreement between the parties with respect to its subject matter, and it supersedes any previous statements or agreements, whether oral or written.

2. Additional Documents. All terms and conditions contained in any document not signed by both parties, such as a purchase order, invoice, or a click-wrap license, are excluded from this Contract and will have no legal effect.

3. Binding Effect. Subject to the limitations on assignment provided elsewhere in this Contract, this Contract will be binding upon and inure to the benefit of the respective successors and assigns of the State and the Contractor.

4. Amendments. No amendment or modification of any provision of this Contract will be effective unless it is in writing and signed by both parties.

5. Waiver. The failure of either party at any time to demand strict performance by the other party of any of the terms of this Contract will not be construed as a waiver or a relinquishment of any such term. Either party may at any later time demand strict and complete performance by the other party of such a term.

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

7. Plain Meaning. This Contract must be construed in accordance with the plain meaning of its language and neither for nor against the drafting party.

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

9. Notices. For any notice under this Contract to be effective, it must be made in writing and sent to the address of the appropriate party first appearing above, unless that party has notified the other party, in accordance with the provisions of this section, of a new mailing address for notices.

10. Continuing Obligations. To the extent necessary to carry out their purpose, the terms of this Contract will survive the termination of this Contract. Some such provisions that require survival to carry out their full intent include the indemnity, warranty, and limitation of liability provisions. Other examples include the confidentiality section, the escrow section, and the grant of Software licenses. Additional provisions include the Support obligations for existing licenses, and the Pricing section with respect to related Software licenses and caps on increases in Support for existing licenses.

11. Counterparts. This Contract may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

PART VII: LAW AND COURTS

1. Compliance with Law. The parties will comply with all applicable federal, state, and local laws in all endeavors under this Contract.

2. Export Restrictions. The State may not directly or indirectly export or transmit the Software or Documentation to any country in violation of any applicable US regulation, order, or statute.

3. UCITA. The Uniform Computer Information Transactions Act ("UCITA") will not apply to this Contract. To the extent that UCITA, or any version of it that is adopted by any jurisdiction in any form, is applicable, the parties agree to opt out of it pursuant to the opt-out provisions contained therein. Likewise, the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Contract.

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

5. Governing Law. The laws of Ohio will govern this Contract, excluding its laws dealing with conflict of law, and venue for any disputes will lie exclusively with the appropriate court in Franklin County, Ohio.

PART VIII: MISCELLANEOUS

1. Conflict of Interest. No Contractor Personnel may voluntarily acquire any personal interest that conflicts with their responsibilities under this Contract. Further, the Contractor will not knowingly permit any Ohio public official or public employee who has any responsibilities related to this Contract to acquire any interest in anything or any entity under the Contractor's control, if such an interest would conflict with that official's or employee's duties. The Contractor will disclose to the State knowledge of any such person who acquires an incompatible or conflicting personal interest related to this Contract. And the Contractor will take steps to ensure that such a person does not participate in any action affecting the

work under this Contract. But this will not apply when the State has determined, in light of the personal interest disclosed, that the person's participation in any such action would not be contrary to the public interest.

2. Assignment. Neither party may assign this Contract without the prior, written consent of the other party, which the other party will not withhold unreasonably. Any such assignment, unless otherwise agreed in writing, is contingent on the assignee assuming all the assignor's rights and obligations under this Contract.

3. Independent Status. Each party is an independent contractor. Neither party will have any authority to bind the other unless expressly agreed in writing. Nothing in this Contract may be construed to create a partnership, agency, or employer-employee relationship between the Contractor and the State, and in no event will the Contractor and the State be deemed joint employers.

4. Employees. All Contractor Personnel are employees or contractors 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 the subject matter of this Contract or work performed under this Contract. The Contractor must 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, rule, or regulation 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, and hold the State harmless from and against all claims, losses, liability, demands, fines, and expenses (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 and regular part-time employees of the State. Notwithstanding the foregoing, any defense of the State requires and is subject to the approval and consent of the Ohio Attorney General.

5. Publicity. The Contractor will not advertise or publicize that it is doing business with the State or use this Contract as a marketing or sales tool, unless otherwise agreed to in writing by the State.

6. Cancellation. The State may cancel this Contract without cause and on 30 days written notice or at any time if the General Assembly or any other funding source fails to continue funding. But in the case of any license of Software entered before the effective date of the cancellation, the State will have the right to continue such license after termination on the terms contained in this Contract.

7. Deliveries. All deliveries will be F.O.B. destination.

8. EEO. The Contractor must comply with all Ohio laws, rules, and Executive Orders of the Governor of Ohio regarding equal employment opportunity, including Ohio Revised Code Section 125.111.

9. Drug Free Workplace. The Contractor must comply with all applicable Ohio laws regarding maintaining a drug-free workplace. The Contractor will make a good faith effort to ensure that all its employees, while working on the State's property, do not possess and will not be under influence of illegal drugs or alcohol or abuse prescription drugs.

10. Ohio Ethics Law and Limits on Political Contributions. The Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of the Ohio ethics laws. In accordance with Executive Order 2007-01S, the Contractor, by signature on this Contract, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflicts of interest laws, and (3) will take no action inconsistent with those laws and this order. The Contractor understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for

termination of this Contract and may result in the loss of other contracts or grants with the State. The Contractor also certifies that all applicable parties listed in Division (I)(3) or (J)(3) of Ohio Revised Code Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of Ohio Revised Code Section 3517.13.

11. Travel Expenses. Any travel or living expenses required by the Contractor to do its obligations under this Contract will be at the Contractor's expense. The State will pay for any additional travel that it requests only with prior, written approval. All additional travel and living expenses that the State requests in addition to what this Contract requires the Contractor to provide at the Contractor's expense will be paid in accordance with the Office of Budget and Management's Travel Rules in Section 126-1-02 of the Ohio Administrative Code.

12. Order of Priority. If there is any inconsistency or conflict between this Contract and any provision of anything incorporated by reference, this Contract will prevail.

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

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

If any audit reveals any misrepresentation or any overcharge to the State, the State will be entitled to recover damages, as well as the cost of the audit.

16. Ohio Revised Code Section 9.24. Contractor warrants that it is not subject to an unresolved finding for recovery under Ohio Revised Code Section 9.24. If this warranty was false on the date the parties signed 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.

17. Declaration Regarding Terrorism. In accordance with R.C. 2909.33(C), Contractor certifies that it meets one of the following conditions:

- a. Contractor has **not** received, nor will receive as a result of this contract, an aggregate amount greater than one hundred thousand dollars (\$100,000) in business or funding, excluding personal benefits, from the state, instrumentalities, or political subdivisions during the current fiscal year;

or

- b.(1) Contractor has received, or will receive as a result of this contract, an aggregate amount greater than one hundred thousand dollars (\$100,000) in business or funding, excluding personal benefits, from the state, instrumentalities, or political subdivisions during the current fiscal year.

and,

- b.(2) Contractor has either precertified with the Office of Budget and Management, or has completed the attached Declaration of Material Assistance form certifying that Contractor has not provided material assistance to any organization on the Terrorist Exclusion List, as that term is defined in R.C. 2909.21.

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

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

FOR THE CONTRACTOR:

**FOR STATE OF OHIO
OFFICE OF INFORMATION TECHNOLOGY
INVESTMENT AND GOVERNANCE DIVISION**

By:

By:

Name:

Name: R. Steve Edmonson

Title:

Title: Director State Chief Information Officer

Date:

Date:

PRICE HOLD ADDENDUM NUMBER [0000000.00]

This license addendum ("Addendum") is between the State of Ohio (the "State"), through the Office of Information Technology, Investment and Governance Division, with offices at 30 East Broad Street, Columbus, Ohio 43215, and [Company name of the Contractor] (the "Contractor"), with offices at [street address, city, state and zip code for the Contractor], and is entered into under that certain Master Contract for Software Licensing between the State and the Contractor that is dated [Date of the Contract] and numbered [0000000] (the "Contract").

This Addendum does not represent a license of Software. Instead, it provides a price-hold for the Software listed below and permits the State to acquire the Software in exchange for the License Fees and Support Fees listed below. The State is not obligated to license any of the Software listed below, but if it does at any time during the period starting on the date this Addendum is signed and _____ thereafter (Price-hold Period), the State will be entitled to acquire such Software for the Fees specified below. The State may acquire such Software by executing a standard Schedule in the form of that attached to the Contract. The State has the right to acquire some or all of the Software listed below and to acquire the Software in increments during the Price-hold Period using multiple Schedules. Nothing in the Addendum commits the State to any volume of licensing or total expenditure. The State may acquire some, all, or none of the Software in such volumes as it determines during the Price Hold Period.

Software	Copies Delivered	License Type	No. of Licenses (e.g. Users)	List License Price	Discount	Actual License Fee*	Support Percentage†	Operating System(s)	Start Date

*The License Fee [] does [] does not include the Support Fee for the first Support Period for each Software license identified above.

† The Support percentage is based on [] list price [] discounted price. Any increase in annual maintenance must be equal to or less that the annual increase in the list price of the Software and is subject to the caps specified in the Contract.

License Descriptions

License Type	Description of License
[Insert License Type]	[Insert License Description]
[Insert License Type]	[Insert License Description]
[Insert License Type]	[Insert License Description]
[Insert License Type]	[Insert License Description]

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

FOR THE CONTRACTOR:

By:

Name:

Title:

Date:

**FOR STATE OF OHIO
OFFICE OF INFORMATION TECHNOLOGY
INVESTMENT AND GOVERNANCE DIVISION**

By:

Name: R. Steve Edmonson

Title: Director / State Chief Information Officer

Date:

LICENSE SCHEDULE NUMBER [0000000.00]

This license schedule ("Schedule") is between the State of Ohio (the "State"), through the Office of Information Technology, Investment and Governance Division, with offices at 30 East Broad Street, Columbus, Ohio 43215 for the beneficial use of [agency], and [Company name of the Contractor] (the "Contractor"), with offices at [street address, city, state and zip code for the Contractor], and is entered into under that certain Master Contract for Software Licensing between the State and the Contractor that is dated [Date of the Contract] and numbered [0000000] (the "Contract").

Granted Licenses

Software	Copies Delivered	License Type	No. of Licenses (e.g. Users)	List License Price	Discount	Actual License Fee*	Support Percentage†	Operating System(s)	Start Date

*The License Fee [] does [] does not include the Support Fee for the first Support Period for each Software license identified above.

† The Support percentage is based on [] list price [] discounted price. Any increase in annual maintenance must be equal to or less than the annual increase in the list price of the Software and is subject to the caps specified in the Contract.

License Descriptions

License Type	Description of License
[Insert License Type]	[Insert License Description]
[Insert License Type]	[Insert License Description]
[Insert License Type]	[Insert License Description]

Location Information

Service Types	Locations
Locations where the Contractor will provide Support:	<i>[Insert Locations]</i>
Locations where the Contractor will provide services or keep the State's data or from which the data may be accessed:	<i>[Insert Locations]</i>
Locations where any subcontractor will provide support or keep the State's data or from which the data may be accessed:	<i>[Insert Locations]</i>

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

FOR THE CONTRACTOR:

**FOR STATE OF OHIO
OFFICE OF INFORMATION TECHNOLOGY
INVESTMENT AND GOVERNANCE DIVISION**

By:

By:

Name:

Name: R. Steve Edmonson

Title:

Title: Director / State Chief Information Officer

Date:

Date:

**ATTACHMENT TWELVE
COST SUMMARY**

Tasks and Deliverables					Cost
<i>{Insert Deliverable/milestone Name}</i>					\$
					\$
					\$
					\$
One Year System Maintenance following a 12-Month Warranty. (Excluding Key and other Commercial Software Support):					\$
Commercial Software License Fees (From Breakdown Sheet):					\$
Annual Support Fees for Commercial Software for First Five Years of Support (From Breakdown Sheet):					\$
1 st Year	2 nd Year	3 rd Year	4 th Year	5 th Year	
\$	\$	\$	\$	\$	
Key Commercial Software License Fees (From Breakdown Sheet):					\$
Annual Support Fees for Key Commercial Software for First Five Years of Support (From Breakdown Sheet):					\$
1 st Year	2 nd Year	3 rd Year	4 th Year	5 th Year	
\$	\$	\$	\$	\$	
Total Not to Exceed Fixed Price:					\$
Optional Cost for Contractor to Train Approximately 200 End-Users.				Performance Bond Cost	
\$				\$	

**ATTACHMENT TWELVE
(CONTINUED)
COST SUMMARY (COMMERCIAL SOFTWARE BREAKDOWN SHEET)**

Tasks and Deliverables					Cost
Commercial Software Product Name:					\$
Type License:					
License Count:					
Annual Support Fees for above Software for First Five Years of Support:					\$
1st Year	2nd Year	3rd Year	4th Year	5th Year	
\$	\$	\$	\$	\$	
Commercial Software Product Name:					\$
Type License:					
License Count:					
Annual Support Fees for above Software for First Five Years of Support:					\$
1st Year	2nd Year	3rd Year	4th Year	5th Year	
\$	\$	\$	\$	\$	
Commercial Software Product Name:					\$
Type License:					
License Count:					
Annual Support Fees for above Software for First Five Years of Support:					\$
1st Year	2nd Year	3rd Year	4th Year	5th Year	
\$	\$	\$	\$	\$	
Commercial Software Product Name:					\$
Type License:					
License Count:					
Annual Support Fees for above Software for First Five Years of Support:					\$
1st Year	2nd Year	3rd Year	4th Year	5th Year	
\$	\$	\$	\$	\$	

**ATTACHMENT TWELVE
(CONTINUED)
COST SUMMARY (KEY COMMERCIAL SOFTWARE BREAKDOWN SHEET)**

Key Commercial Software Product Name:					
Type License:					\$
License Count:					
Annual Support Fees for above Software for First Five Years of Support:					
1st Year	2nd Year	3rd Year	4th Year	5th Year	\$
\$	\$	\$	\$	\$	
Key Commercial Software Product Name:					
Type License:					\$
License Count:					
Annual Support Fees for above Software for First Five Years of Support:					
1st Year	2nd Year	3rd Year	4th Year	5th Year	\$
\$	\$	\$	\$	\$	
Key Commercial Software Product Name:					
Type License:					\$
License Count:					
Annual Support Fees for above Software for First Five Years of Support:					
1st Year	2nd Year	3rd Year	4th Year	5th Year	\$
\$	\$	\$	\$	\$	
Total Cost for Key and other Commercial Software, including Annual Support for Five Years:					\$

**SUPPLEMENT ONE
W-9 FORM**

Request for Taxpayer Identification Number and Certification

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

Please print or type

Name (If joint names, list first and circle the name of the person or entity whose number you enter in Part I below. **See instructions on page 2 if your name has changed.**)

Business name (Sole proprietors see instructions on page 2.)

Please check appropriate box: Individual/Sole proprietor Corporation Partnership Other ▶

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

Part I Taxpayer Identification Number (TIN)

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

Social security number									

OR

Employer identification number									

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

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

List account number(s) here (optional)

Part III Certification

Under penalties of perjury, I certify that:

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

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

Sign Here

Signature ▶

Date ▶

Section references are to the Internal Revenue Code.

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

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

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

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

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

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

interest and dividend accounts opened after 1983 only), or

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

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

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

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

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

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

Penalties

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

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

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

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

Specific Instructions

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

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

Part I—Taxpayer Identification Number (TIN)

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

Part II—For Payees Exempt From Backup Withholding

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

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

Part III—Certification

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

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

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

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

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

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

Privacy Act Notice

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

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

What Name and Number To Give the Requester

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

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

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

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

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

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

**SUPPLEMENT TWO
FUNCTIONAL REQUIREMENTS**

Requirement Response. For each functional requirement, please indicate the proposed system capability based on the following criteria and enter the corresponding value.

Response Code	Response Definition
2	This requirement currently exists and can be demonstrated.
1	This requirement is scheduled for future release and will be incorporated at no additional charge prior to system implementation.
0	This requirement is not supported and/or is not provided as part of the solution.

PLAN REVIEW

Req. ID	Requirement Description	Response Code	Comments
P1 Request Permit			
P1.100	Ability to maintain permit request. Include the following actions:		
P1.100.1	• Record		
P1.100.2	• Modify		
P1.100.3	• View		
P1.100.4	• Delete		
P1.110	Ability to restrict the creation of a permit request if outside DIC's jurisdiction.		
P1.120	Ability to maintain required data for a permit request, including but not limited to: Data Submitted, Submitter Name, Addresses, Designer, Jurisdiction, Owner, Location, Contractor, Request Type, Plan Received Date, Dimensions, Construction Types, all information required by building code, etc.		
P1.130	Ability to assign/modify a status to a permit request. (new, open, cancelled, closed, abandoned, expired, approved, approved-pending appeal, etc.)		
P1.140	Ability to indicate a permit request that does not require a full plan review.		
P1.150	Ability to associate a plan to a permit request.		
P1.160	Ability to identify required inspections.		
P1.170	Ability to provide plan review key performance indicators.		

P2 Review Results			
P2.100	Ability to maintain permit request review results. Include the following actions:		
P2.100.1	• Record		
P2.100.2	• Modify		
P2.100.3	• View		
P2.100.4	• Delete		
P2.110	Ability to track code violations to a permit request.		
P2.120	Ability to track code violations to a location (without permit request).		
P2.130	Ability to restrict the generation of a permit until all required code violations have been addressed and all appropriate invoices have been paid.		
P2.140	Ability to restrict generation of an installation permit if the installer is not registered with the state.		
P2.150	Ability to generate a Correction letter/Adjudication Order.		
P2.160	Ability to deny a permit request.		
P2.170	Ability to approve a permit request.		
P3 Generate Permit			
P3.100	Ability to maintain permit types (elevator, building, boiler, plumbing, conditional, phased).		
P3.110	Ability to generate a permit (elevator, building, boiler, plumbing).		
P3.120	Ability to record permit information (permit issued date, permit expiration date).		
P3.130	Ability to set a time limit permit by permit type.		
P3.140	Ability to notify when a permit is set to expire.		
P3.150	Ability to adjust the permit status once it has been issued.		

INSPECTIONS

Req. ID	Requirement Description	Response Code	Comments
I1 Request Inspection			
I1.100	Ability to maintain inspection request (Final, Plumbing, Retail, Second-hand Retail, Annual Internal Boiler, Annual External Boiler, Partial Certificate of Occupancy, Temporary Certificate of Occupancy, Certificate of Use, Annual Elevator, Semi-Annual Elevator, etc.). Include the following actions:		
I1.100.1	<ul style="list-style-type: none"> Record 		
I1.100.2	<ul style="list-style-type: none"> Modify 		
I1.100.3	<ul style="list-style-type: none"> View 		
I1.100.4	<ul style="list-style-type: none"> Delete 		
I1.110	Ability to maintain required data for an inspection request, including but not limited to: Data Submitted, Location, Inspection Request Type, Name, Object Information, Inspection Date.		
I1.120	Ability to modify the party responsible for inspecting a boiler and elevator (state vs. insurance company).		
I1.130	Ability to restrict the automatic inspection request creation for a boiler and elevator inspection that is not conducted by the state.		
I1.140	Ability to restrict the inspection request creation if it is outside DIC jurisdiction or any applicable permits have not been obtained.		
I1.150	Ability to automatically generate inspection requests for annual and semi-annual inspections.		
I1.160	Ability to generate mass inspection requests.		
I1.170	Ability to prevent an inspection request from occurring out of sequence.		
I1.180	Ability to prevent duplicate inspection requests.		
I1.190	Ability to indicate frequency of inspections by inspection type.		
I1.200	Ability to notify that an inspection has not occurred over a defined period of time.		
I1.210	Ability to indicate inspections that require an additional fee.		
I1.220	Ability to notify that an inspection has not occurred over a defined period of time.		
I1.230	Ability to schedule an inspection.		
I2 Inspection Results			
I2.100	Ability to maintain inspection checklist by type.		

Req. ID	Requirement Description	Response Code	Comments
I2.110	Ability to maintain inspection results (Final, Plumbing, Retail, Second-hand Retail, Annual Internal Boiler, Annual External Boiler, Partial Certificate of Occupancy, Temporary Certificate of Occupancy, Certificate of Use, Annual Elevator, Semi-Annual Elevator, etc.). Include the following actions:		
I2.110.1	<ul style="list-style-type: none"> Record 		
I2.110.2	<ul style="list-style-type: none"> Modify 		
I2.110.3	<ul style="list-style-type: none"> View 		
I2.110.4	<ul style="list-style-type: none"> Delete 		
I2.120	Ability to record inspection results for an object without an inspection request.		
I2.130	Ability to maintain required data for an inspection result, including but not limited to: Inspection Date, Location, Name, Status, Code Violations.		
I2.140	Ability to automatically schedule an inspection based on a code violation follow-up date.		
I2.150	Ability to view previous inspection results.		
I2.160	Ability to identify violations that require a re-inspection.		
I2.170	Ability to notify that a violation is due for a re-inspection.		
I2.180	Ability to notify that a violation has not been resolved.		
I2.190	Ability to generate a Code Violation letter (Notice of Violation, Order to Comply Letter) when at least one code violation results from an inspection.		
I2.200	Ability to generate a Release Letter (Bedding) when code violations have been addressed.		
I3 Generate Certificates			
I3.110	Ability to notify when a temporary or partial certificate is expiring.		
I3.110	Ability to restrict the generation of a certificate until all code violations have been addressed, requirements met, and all appropriate invoices paid.		
I3.120	Ability to generate a Certificate (Building Certificate of Occupancy, Partial Building Certificate of Occupancy, Temporary Building Certificate of Occupancy, Boiler Certificate of Use, Elevator Certificate of Use, Elevator Temporary Certificate of Use).		
I3.130	Ability to record the expiration date of a Temporary Certificate of Operation, Temporary Certificate of Occupancy or Partial Certificate of Occupancy.		

Req. ID	Requirement Description	Response Code	Comments
I3.140	Ability to schedule a follow-up inspection based on the temporary certificate expiration date if a final certificate has not been issued.		

ROUTING AND SCHEDULING

Req. ID	Requirement Description	Response Code	Comments
S1.100	Ability to maintain multiple inspection schedule request types.		
S1.110	Ability to route inspectors based on proximity scheduling that minimizes travel from home and between inspection locations.		
S1.120	Ability to assign an inspector to the same site that has consecutive days of inspections. (Maintain a string of inspections at the same site).		
S1.130	Ability to schedule reoccurring inspections at or near the same site with requested inspections.		
S1.140	Ability to prioritize multiple inspection schedule types.		
S1.150	Ability to have inspector calendars.		
S1.160	Ability for inspectors to reschedule inspections.		
S1.170	Ability to restrict inspection times based on an entity such as: Churches, nursing homes, etc.		
S1.180	Ability to provide a scheduling and routing dashboard that captures key performance indicators such as: inspection sites, inspector workload.		
S1.190	Ability to send inspection routes, and inspection details to inspector via fax.		
S1.200	Ability to send inspection routes and schedule to the mobile inspection units.		
S1.210	Ability to attach photos or files to inspections on Mobile inspection devices.		
S1.220	Ability to print notices or certificates on Mobile inspection devices.		
S1.230	Ability to receive IDF signal on Mobile inspection devices.		
S1.240	Ability to send messages to an individual user or group on the Mobile inspection devices.		

Req. ID	Requirement Description	Response Code	Comments
S1.250	Ability to accept electronic signatures on Mobile inspection devices.		
S1.260	Ability to capture longitude and latitude coordinates on mobile inspection devices.		

LAB TESTING

Req. ID	Requirement Description	Response Code	Comments
L1.100	Ability to maintain lab testing information. Include the following actions:		
L1.100.1	<ul style="list-style-type: none"> Record 		
L1.100.2	<ul style="list-style-type: none"> Modify 		
L1.100.3	<ul style="list-style-type: none"> View 		
L1.100.4	<ul style="list-style-type: none"> Delete 		
L1.100.5	<ul style="list-style-type: none"> Cancel 		
L1.110	Ability to maintain required data for a lab test, including but not limited to: Customer, Sample ID number, Law Label Information, Re-Test.		
L1.120	Ability to record law label information.		
L1.130	Ability to attach images to lab information		
L1.140	Ability to determine when lab testing can begin. (i.e. Lab Sample must be received and assigned a sample id number).		
L1.150	Ability to pre-populate a lab envelope with the following information, but not limited to: Sample ID, Date Received, Manufacturer, Addresses, Description of Item.		
L1.160	Ability to maintain lab testing results. Include the follow actions:		
L1.160.1	<ul style="list-style-type: none"> Record 		
L1.160.2	<ul style="list-style-type: none"> Modify 		
L1.160.3	<ul style="list-style-type: none"> View 		
L1.160.4	<ul style="list-style-type: none"> Delete 		
L1.170	Ability to associate lab test results to lab information.		
L1.180	Ability to associate lab tests to an invoice.		
L1.190	Ability to associate a code violation to a lab test.		
L1.200	Ability to communicate the lab testing results (e.g. Report of Analysis).		

Req. ID	Requirement Description	Response Code	Comments
L1.210	Ability to provide a law label mock-up.		
L1.220	Ability to restrict the generation of a Registration Certificate until the law label has been approved and appropriate invoices have been paid.		
L1.230	Ability to generate a Registration Certificate.		
L1.240	Ability to maintain lab test codes. Includes the following actions:		
L1.240.1	<ul style="list-style-type: none"> Record 		
L1.240.2	<ul style="list-style-type: none"> Modify 		
L1.240.3	<ul style="list-style-type: none"> View 		
L1.240.4	<ul style="list-style-type: none"> Delete 		
L1.240.5	<ul style="list-style-type: none"> Inactivate 		

REGISTRATION, LICENSING AND CERTIFICATION

Req. ID	Requirement Description	Response Code	Comments
R1.100	Ability to maintain registration ¹ request information (Boiler Operator, Contractor, Second-hand retailer, Distributors, Ski Tramway, Roller Rink, etc.) Include the following actions:		
R1.100.1	<ul style="list-style-type: none"> Record 		
R1.100.2	<ul style="list-style-type: none"> Modify 		
R1.100.3	<ul style="list-style-type: none"> View 		
R1.100.4	<ul style="list-style-type: none"> Delete 		
R1.100.5	<ul style="list-style-type: none"> Inactivate/Cancel 		
R1.110	Ability to maintain required data for a registration request, including but not limited to: Name, Type, Class (if applicable), application date.		
R1.120	Ability to record registration validation information by type.		
R1.130	Ability to approve a registration request.		
R1.140	Ability to deny a registration request.		
R1.150	Ability to notify of the request denial.		
R1.160	Ability to indicate registration requests that require lab testing.		

¹ For requirements, "Registration" refers to registrations, licenses and certifications issued by DIC.

Req. ID	Requirement Description	Response Code	Comments
R1.170	Ability to indicate registration requests that require an exam.		
R1.180	Ability to restrict the generation of a registration or registration renewal until all appropriate invoices have been paid and any required exams/lab tests passed or violations addressed.		
R1.190	Ability to generate a registration certificate.		
R1.200	Ability to maintain registration information. Includes following actions:		
R1.200.1	<ul style="list-style-type: none"> Record 		
R1.200.2	<ul style="list-style-type: none"> Modify 		
R1.200.3	<ul style="list-style-type: none"> View 		
R1.200.4	<ul style="list-style-type: none"> Delete 		
R1.200.5	<ul style="list-style-type: none"> Inactivate 		
R1.200.6	<ul style="list-style-type: none"> Suspend 		
R1.210	Ability to maintain required data for a registration, including but not limited to: Name, Type, Class (if applicable), approved date, expiration date, status.		
R1.220	Ability to expire a registration.		
R1.230	Ability to provide notification that a registration is set to expire (through an email or generating the renewal invoice).		
R1.240	Ability to generate renewal notification based on date criteria.		

FINANCE

Req. ID	Requirement Description	Response Code	Comments
F1 Invoices			
F1.100	Ability to maintain an invoice (application, processing, renewals, inspections, re-inspections, licenses, exam, appeals, semi-annual sales volume, bedding re-test). Include the following actions:		
F1.100.1	<ul style="list-style-type: none"> Record 		
F1.100.2	<ul style="list-style-type: none"> Modify 		
F1.100.3	<ul style="list-style-type: none"> View 		
F1.100.4	<ul style="list-style-type: none"> Delete 		

Req. ID	Requirement Description	Response Code	Comments
F1.110	Ability to maintain required data for an invoice, including but not limited to: Bill To Address, Invoice Amount, Invoice Date, Payment Due Date, State ID Number, Invoice Type.		
F1.120	Ability to generate a notice that an ISTV is required.		
F1.130	Ability to auto-generate invoice numbers by different groups.		
F1.140	Ability to calculate invoice totals.		
F1.150	Ability to forward invoices to the customer (e.g. renewal, exam).		
F1.160	Ability to consolidate invoices within and across bureau sections by customer.		
F1.170	Ability to associate an invoice to the following:		
F1.170.1	<ul style="list-style-type: none"> Customer 		
F1.170.2	<ul style="list-style-type: none"> Permit request 		
F1.170.3	<ul style="list-style-type: none"> Inspection 		
F1.170.4	<ul style="list-style-type: none"> Registration 		
F1.170.5	<ul style="list-style-type: none"> License 		
F1.170.6	<ul style="list-style-type: none"> Public inquiry request 		
F1.180	Ability to assign fees to an invoice.		
F1.190	Ability to assign and calculate late fees to an invoice.		
F1.200	Ability to override fees on an invoice for Federal, State, County and City agencies.		
F1.210	Ability to write-off invoice amounts from the bureau totals.		
F1.220	Ability to flag an invoice sent to AG for collection.		
F2 Payments			
F2.100	Ability to maintain payment information. Include the following actions:		
F2.100.1	<ul style="list-style-type: none"> Record 		
F2.100.2	<ul style="list-style-type: none"> Modify 		
F2.100.3	<ul style="list-style-type: none"> View 		
F2.100.4	<ul style="list-style-type: none"> Void 		
F2.100.5	<ul style="list-style-type: none"> Post 		

Req. ID	Requirement Description	Response Code	Comments
F2.110	Ability to maintain required data for an invoice payment, including but not limited to: Payment Amount, Paid Date, Payment Type, Invoice Number, Deposit Control Number, Customer.		
F2.120	Ability to apply payment to an invoice.		
F2.130	Ability to apply partial payments to an invoice.		
F2.140	Ability to calculate payment totals.		
F2.150	Ability to indicate an invoice when payment has been applied.		
F2.160	Ability to accept different forms of payment: cash, check, Credit Card, Funds Transfer (ISTV, ACH).		
F2.170	Ability to lock payment information after accounts has been closed for the month.		
F2.180	Ability to refund a payment.		
F2.190	Ability to maintain required data for a refunded payment, including but not limited to: Refund Amount, Refunded Fees, Refunded By, Refunded To, Refunded Date, Reason, Federal Tax ID Numbers.		
F2.200	Ability to indicate a returned payment for an invoice.		
F3 Account Codes			
F3.100	Ability to maintain an account revenue code structure representing each bureau section. Include the following actions:		
F3.100.1	<ul style="list-style-type: none"> Record 		
F3.100.2	<ul style="list-style-type: none"> Modify 		
F3.100.3	<ul style="list-style-type: none"> View 		
F3.100.4	<ul style="list-style-type: none"> Delete 		
F3.100.5	<ul style="list-style-type: none"> Post 		
F3.110	Ability to credit an invoice payment to an account code.		
F3.120	Ability to debit an invoice payment from an account code.		
F3.130	Ability to calculate total payments by account code.		
F4 Payment Deposit			
F4.100	Ability to maintain Deposit Control Information (i.e. by Batch ID Numbers). Include the following actions:		
F4.100.1	<ul style="list-style-type: none"> Record 		
F4.100.2	<ul style="list-style-type: none"> Modify 		
F4.100.3	<ul style="list-style-type: none"> View 		

Req. ID	Requirement Description	Response Code	Comments
F4.100.4	<ul style="list-style-type: none"> Delete 		
F5 Miscellaneous			
F5.100	Ability to reconcile differences between payment totals and invoice totals.		
F5.110	Ability to generate a receipt of payment.		
F5.120	Ability to generate invoice reminders.		

APPEALS

Req. ID	Requirement Description	Response Code	Comments
A1.100	Ability to maintain an appeal request for plan review and inspections. Include the following actions:		
A1.100.1	<ul style="list-style-type: none"> Record 		
A1.100.2	<ul style="list-style-type: none"> Modify 		
A1.100.3	<ul style="list-style-type: none"> View 		
A1.100.4	<ul style="list-style-type: none"> Delete 		
A1.110	Ability to accept an appeal request.		
A1.120	Ability to deny an appeal request.		
A1.130	Ability to restrict appeal request acceptance for those filed 30 days past the issuance of the adjudication order.		
A1.140	Ability to notify of appeal eligibility.		
A1.150	Ability to maintain required data for an appeal, including but not limited to: Customer, Appellee, Violations being appealed, Violation appeal result, Court Date, Continued Date, Location, Case Number, Certified Mail Information.		
A1.160	Ability to associate a plan review to an appeal.		
A1.170	Ability to associate an inspection to an appeal.		
A1.180	Ability to maintain appeal schedule. Include the following actions:		
A1.190.1	<ul style="list-style-type: none"> Record 		
A1.190.2	<ul style="list-style-type: none"> Modify 		
A1.190.3	<ul style="list-style-type: none"> View 		
A1.190.4	<ul style="list-style-type: none"> Delete 		
A1.200	Ability to generate a Notice of Hearing letter.		
A1.210	Ability to maintain board expenses. Include the following actions:		
A1.210.1	<ul style="list-style-type: none"> Record 		
A1.210.2	<ul style="list-style-type: none"> Modify 		
A1.210.3	<ul style="list-style-type: none"> View 		
A1.210.4	<ul style="list-style-type: none"> Delete 		
A1.220	Ability to indicate an appeal is continued.		

Req. ID	Requirement Description	Response Code	Comments
A1.230	Ability to indicate an appeal is withdrawn.		
A1.240	Ability to indicate an appeal is terminated.		
A1.250	Ability to record decision information per appeal.		
A1.260	Ability to record appeal action and conditions per appeal (online and auto-populated on a decision template).		
A1.270	Ability to apply the final decision of the appeal once all appropriate invoices have been paid.		
A1.280	Ability to communicate appeal results.		
A1.290	Ability to record appeal results for an inspection.		

**SUPPLEMENT THREE
TECHNICAL REQUIREMENTS**

Requirement Response. For each technical requirement, please indicate the proposed system capability based on the following criteria and enter the corresponding value.

Response Code	Response Definition
2	This requirement currently exists and can be demonstrated.
1	This requirement is scheduled for future release and will be incorporated at no additional charge prior to system implementation.
0	This requirement is not supported and/or is not provided as part of the solution.

Req. ID	Requirement Description	Response Code	Comments
1.0 System			
T1.100	Ability to run on Microsoft 2000 or Microsoft 2003 servers.		
T1.110	Ability to capture and import Active Directory users.		
T1.120	Ability to be installed and perform on Virtual Servers such as Blade servers.		
T1.130	Ability to support the use of enterprise storage solution.		
T1.140	Ability to comply DOC browser security standards.		
T1.150	Ability to provide the capability for configuration, development, maintenance, and deployment of system functionality. This capability must be able to leverage existing business rules through workflow.		
T1.160	Ability to provide a single logon to reach multiple functions in the system.		
T1.170	Ability to maintain an activity history log with date and time stamp.		
T1.180	Ability to utilize Microsoft Exchange server for any mail alerts or notifications.		
T1.190	Ability to have configurability features out of the box in order to meet the changes in business rules (that are sensitive to legislation). Without requiring add/delete/modifications of code.		
T1.200	Ability to provide for role and permission based security model.		

Req. ID	Requirement Description	Response Code	Comments
T1.210	Ability to adjust security levels based on roles/groups or users.		
T1.220	Ability to support the use of Microsoft Explorer and subsequent releases.		
T1.230	Ability to provide for context and search help.		
T1.240	Vendor must provide System documentation to include: installation, administrative, configuration and user functionality.		
T1.250	Ability to lock down client user configuration.		
T1.260	The ability to provide for full backup and recovery capabilities for data as well as application components.		
2.0 Database			
T2.100	Ability to utilize the RDMS Microsoft SQL 2000 and/or 2005.		
T2.110	System/permit data must be stored in a centralized database.		
T2.120	Ability to maintain data referential integrity.		
T2.130	Procedures will be provided to optimize database performance and minimize impacts on production.		
T2.140	Access to RDMS database must be secured.		
T2.150	The application should use DBMS generated internal keys when generated internal keys are necessary to define primary/foreign key relationships in the database.		
T2.160	Database structure changes must be able to be made with a minimal impact to the system.		
T2.170	Ability to prevent database resource contention.		
T2.180	Ability to validate data input at the time of completion. Such as: a permit application check-in, plan reviews, fee calculation and collection, inspections, sign-offs, task-lists.		
3.0 Internet			
T3.100	Ability to provide mobile devices and the internet (Public access) to the Contractor's solution.		
T3.110	Ability to allow for the scheduling and resulting of inspections on the internet.		
T3.120	Ability to allow the public to submit plans on the internet.		
T3.130	Ability to allow customers to make on-line payments on the internet.		
T3.140	Ability to allow customers view and print invoices on the internet.		
T3.150	Ability to submit an appeal and verify eligibility on the internet.		
T3.160	Ability to allow viewing the appeals board schedule and agenda on the internet.		

Req. ID	Requirement Description	Response Code	Comments
T3.170	Ability to comply with section 508 of the Rehabilitation Act and detailed in section 1194.22 of the Code of Federal Regulations.		
T3.180	Ability to allow the appeal results to be viewed on the internet.		
T3.190	Ability to allow the renewal of licenses on the internet.		
4.0 Scheduling Support (GIS)			
T4.100	Ability to use GIS tools (ESRI preferred) to capture such items as inspection location, inspector, or territory by dates. (REQUIRED ITEM)		
T4.110	Ability to use ESRI GIS mapping tools for statistical analysis such as future needs, and past performances and inspector workload. (DESIRABLE ITEM)		
T4.120	Ability to use ESRI GIS tools to review past inspection results by such criteria as discipline, inspector, region. (DESIRABLE ITEM)		
T4.130	Ability to use ESRI GIS tools to evaluate inspection requirements to inspection resources by discipline, city, zip, county. (DESIRABLE ITEM)		
T4.140	Ability to use ESRI GIS tools to evaluate inspection requirements , project and object. (DESIRABLE ITEM)		
T4.150	Ability to use ESRI GIS tools to provide a 'load balancing' of inspection locations to inspectors. (DESIRABLE ITEM)		
T4.160	Ability to use ESRI GIS tools that evaluate inspection locations based on criteria such as 'past due', 'never visited', and closed inspections. (DESIRABLE ITEM)		
5.0 Integration			
T5.100	Ability to integrate with a credit card merchant system on-line using EzGov (Choicepoint).		
T5.110	Ability to integrate with stream fax server.		
T5.120	Ability to integrate with Intellinetics Document management system.		
T5.130	Ability to integrate with a mailing list server.		

**Supplement Four
Global Requirements**

Requirement Response. For each global requirement, please indicate the proposed system capability based on the following criteria and enter the corresponding value.

Response Code	Response Definition
2	This requirement currently exists and can be demonstrated.
1	This requirement is scheduled for future release and will be incorporated at no additional charge prior to system implementation.
0	This requirement is not supported and/or is not provided as part of the solution.

Req. ID	Requirement Description	Response Code	Comments
G1.100	Ability to provide a management display and/or reports that can provide key performance indicators such as: calculations based on account codes, total number of inspections and fee structures.		
G1.110	Ability to support crystal reports or Microsoft reporting.		
G1.120	Ability to generate a report using data parameters.		
G1.130	Ability to create ad-hoc reports.		
G1.140	Ability to schedule reports to automatically run.		
G1.150	Ability to export/import data to the Microsoft suite, excel, word, access.		
G1.160	Ability to maintain letter templates (Correction Letter, Code Violation Letter, Adjudication Order, Denial Letter, Acceptance Letter, Lab Results, Law Label.)		
G1.170	Ability to maintain a letter template repository.		
G1.180	Ability to schedule letter generation.		
G1.190	Ability to support multiple mail formats.		
G1.200	Ability to generate a letter using letter templates populated with appropriate object and code violation data.		
G1.210	Ability to add ad-hoc text to a letter or certificate.		
G1.220	Ability to record/view notes on an object.		
G1.230	Ability to search for an object (e.g. inspection) using it's information (e.g. customer name).		

Req. ID	Requirement Description	Response Code	Comments
G1.240	Ability to view associated object information.		
G1.250	Ability to add attachments and associate them to object records.		
G1.260	Ability to print invoices, letters, certificates, permits, reports and registrations.		
G1.270	Ability to re-run print requests		

**SUPPLEMENT FIVE
ODOC CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

Each contractor and employee of that contractor working for the Ohio Department of Commerce (ODOC) holds a position of trust with the information received during performance of work under the contract with ODOC. Each contractor and its employee recognize the responsibility entrusted to him or her for preserving the security and confidentiality of the information. All contractors will execute a Confidentiality and Non-disclosure Agreement. The person identified below agrees to the following terms:

I understand that for the purpose of this Agreement, information received during performance of work on behalf of ODOC includes any work product of any of the divisions of ODOC, including, but not limited to: Administration, which includes: ITG, Human Resources, Payroll, Fiscal, Legal, Legislative, Communications, and Video Cable Authorization, and the eight Divisions within ODOC, including Securities, LAWS, Financial Institutions, Real Estate, Industrial Compliance, Liquor, State Fire Marshal, and Unclaimed Funds, and the boards and commissions and executive directors, thereof. Such information to be maintained confidential includes, but is not limited to: discussions, unpublished research, settlement negotiations, program data stored either on a hard drive or network drive, application data and analyses, and recommendations. Any information already publicly disclosed by authorized individuals is not restricted by this agreement. I further certify that in the performance of my duties on behalf of work performed for ODOC, I may be given access to information that Ohio law requires remain confidential or is otherwise not a public record.

I certify that, as part of my duties on this project, I will use such information received during my tenure only for purposes authorized by the Chief Information Officer of ODOC (CIO), the Assistant Director, or the Director, and/or through my employer, and will disclose such information only to those individuals who have a specific need to know in performance of their and my designated duties on this project for ODOC, and in the normal course of such work.

I certify that I will not, without prior authorization, knowingly disclose, incorporate into other work, make available for my or others' personal use, or make known in any manner to any individual other than an appropriate or authorized government employee any information described herein that I have received during the performance of my duties. Should I become aware of an unknowing or accidental unauthorized disclosure by myself or others, I will as soon as reasonably possible notify either my employer, the CIO or his designee, or the Director or her designee, providing as much detail as available. I acknowledge that unauthorized use or disclosures of this information whether intentional or negligent may still be grounds for contractual penalties against my employer, up to and including termination of said contract, for which my employer may hold me liable.

I will take all reasonable precautions to prevent the unauthorized disclosure and use of such information. I agree that, in the event of any request for release of such information, I will seek approval to do so from the CIO or from the Director's office. I understand and confirm that it is my accepted responsibility and obligation to return any materials that have come into my possession through my tenure, and to return or destroy all other copies under my control at the conclusion of my employment, but only as specifically directed by my employer.

I hereby certify that I have read this Confidentiality and Non-Disclosure Agreement, and that I will fully and completely comply with this Agreement. I will not disclose such information to any unauthorized person, including other employees of my employer not heretofore authorized to receive the same, or use any such information obtained through my duties for my private use or gain or for the use or gain of other private individuals at any time during, or subsequent to, my term of employment.

Signature

Date

Name (Printed)

SUPPLEMENT SIX PRODUCT CLASS REQUIREMENTS

This Project has been identified as a Class A project within the PMBOK based State of Ohio Project Management Community of Practice. The Items listed below must be performed by the Contractor as part of their work responsibilities under the Contract.

- Requirements Specifications
- Budget
- Schedule
- Risk Management
- Issues Log
- High Level Design
- Change Management
- Request for Change
- Test Plan Master
- Technical Evaluation
- Acceptance Testing
- Deliverables Acceptance
- Release Readiness Review
- Lessons Learned
- Project Charter
- Business Case
- Project Initiation Document
- SD Phase Checklist
- Work Breakdown Structure
- Requirements Traceability
- Support Expectations
- Support Assessment
- System Application Support
- Risk Identification Checklist
- Risk and Response Log
- Use Case
- Detail Design
- Change Log
- Communications Matrix
- Organization Chart
- Project Plan
- Project Notebook
- Test Plan Minor
- Defect Tracking Log
- Deployment Strategy and Plan
- Installation Test
- Contractor Exit Checklist
- Client Satisfaction Survey
- Project Survey
- Concept Analysis Document
- Concept Analysis Executive Summary
- Phase Kickoff Meetings
- Steering Committee Presentation
- Training and Rollout Plan
- Support Interaction Final Report

- Initial Release Final Report
- Project Closeout Report

SUPPLEMENT SEVEN RECOMMENDED PLATFORM CONFIGURATION FORMS

Introduction. Offeror must complete and submit the forms in this section as part of their proposal. Failure to do so may constitute grounds for disqualification of the offerors Proposal. Instructions for completion of this section are as follows:

- Organize your response to include a separate subsection for each application. At minimum, such subsections should include all components of your proposed solution, the system printing and output solution. Add additional sets of forms if other applications have been proposed to meet listed requirements.
- For each application subsection, provide separate forms for each technical environment proposed. (e.g., testing, development, training, production and other environments as appropriate)
- Follow the instructions on each form.

Application Server Hardware Form. Offeror instructions:

1. Insert Offeror name in the document header.
2. Insert Application name in the space provided.
3. Insert Technical Environment name in the space provided. (e.g. testing, development, training, production)
4. Fill in requested information and any pertinent information not requested. Use a separate form for each type of server
5. Enter the recommended quantity next the item.
6. Enter comments and additional information in the "response and comments" area

(Actual form begins on following page)

Recommended Platform Configuration Form
<Insert Offeror Name Here>

Application: <Insert Name Here>

Proposed Environment: <Insert Environment Name Here>

Item Application Server Hardware	Quantity	Response and Comments
Total Number of Server(s)		
For each system:		
Manufacture		
Model		
Processor Type		
Number of Processors		
Processor Speed		
Memory Size		
ECC (Y/N)		
Bus Speed		
Special features such as coprocessors/accelerators for encryption, data compression, I/O processors, etc.		
OS Version		
System Disk		
Size		
Raid configuration, if any		
CACHE size and type (including size and availability of Non-volatile Cache)		
Data Disk		
Total Space		
San configuration, if any, including required controllers and network components		
RAID configuration, if any, including type, degree of striping		
CACHE size and type (including size and availability of Non-volatile Cache)		
Special features such as hardware compression, encryption, etc.		
Additional Items Required:		

Item Application Server Hardware	Quantity	Response and Comments

Database Server Hardware Form. Offeror instructions:

1. Insert Offeror name in the document header.
2. Insert Application name in the space provided.
3. Insert Technical Environment name in the space provided. (e.g. testing, development, training, production)
4. Fill in requested information and any pertinent information not requested. Use a separate form for each type of server
5. Enter the recommended quantity next the item.
6. Enter comments and additional information in the 'response and comments' area

(Actual form begins on following page)

Recommended Platform Configuration Form
<Insert Offeror Name Here>

Application: <Insert Name Here>

Proposed Environment: <Insert Environment Name Here>

Item	Quantity	Response and Comments
Database Server Hardware		
Total Number of Server(s)		
For each system:		
Manufacture		
Model		
Processor Type		
Number of Processors		
Processor Speed		
Memory Size		
ECC (Y/N)		
Bus Speed		
Special features such as coprocessors/accelerators for encryption, data compression, I/O processors, etc.		
OS Version		
System Disk		
Size		
Raid configuration, if any		
CACHE size and type (including size and availability of Non-volatile Cache)		
Data Disk		
Total Space		
San configuration, if any, including required controllers and network components		
RAID configuration, if any, including type, degree of striping		
CACHE size and type (including size and availability of Non-volatile Cache)		
Special features such as hardware compression, encryption, etc.		
Additional Items Required:		

Item Database Server Hardware	Quantity	Response and Comments

Other Server Hardware Form. Offeror instructions:

1. Insert Offeror name in the document header.
2. Insert Application name in the space provided.
3. Insert Technical Environment name in the space provided. (e.g. testing, development, training, production)
4. Fill in requested information and any pertinent information not requested. Use a separate form for each type of server
5. Enter the recommended quantity next the item.
6. Enter comments and additional information in the 'response and comments' area

(Actual form on following page)

Recommended Platform Configuration Form
<Insert Offeror Name Here>

Application: <Insert Name Here>

Proposed Environment: <Insert Environment Name Here>

Item Other Server Hardware	Quantity	Response and Comments
Total Number of Server(s)		
For each system:		
Manufacture		
Model		
Processor Type		
Number of Processors		
Processor Speed		
Memory Size		
ECC (Y/N)		
Bus Speed		
Special features such as coprocessors/accelerators for encryption, data compression, I/O processors, etc.		
OS Version		
System Disk		
Size		
Raid configuration, if any		
CACHE size and type (including size and availability of Non-volatile Cache)		
Data Disk		
Total Space		
San configuration, if any, including required controllers and network components		
RAID configuration, if any, including type, degree of striping		
CACHE size and type (including size and availability of Non-volatile Cache)		
Special features such as hardware compression, encryption, etc.		
Additional Items Required:		

Item Other Server Hardware	Quantity	Response and Comments