

REQUEST FOR PROPOSALS

RFP NUMBER: 0A1092
DATE ISSUED: March 14, 2012

The State of Ohio, through the Department of Administrative Services for the Ohio Department of Health (ODH) is requesting proposals for:

Environmental Health Data System Integration (EH DSI) Services

INQUIRY PERIOD BEGINS: March 14, 2012
INQUIRY PERIOD ENDS: April 18, 2012
OPENING DATE: April 25, 2012
OPENING TIME: 1:00 P.M.
OPENING LOCATION: Department of Administrative Services
General Services Division
IT Procurement Services
Bid Desk
4200 Surface Road
Columbus, Ohio 43228-1313

PRE-PROPOSAL CONFERENCE DATE: March 26, 2012

This RFP consists of five parts and eleven attachments, totaling 106 consecutively numbered pages. Supplements also are attached to this RFP. Please verify that you have a complete copy.

In lieu of taking exceptions to RFP requirements, including but not limited to terms and conditions, scope of work requirements, etc., or providing assumptions that may be unacceptable to the State, offerors are strongly encouraged to use the inquiry process in Part Three of the RFP.



PART ONE: EXECUTIVE SUMMARY

Purpose. This is a Request for Competitive Sealed Proposals (“RFP”) under Section 125.071 of the Ohio Revised Code (the “Revised Code”) and Section 123:5-1-8 of the Ohio Administrative Code (the “Administrative Code”). The Ohio Department of Health (ODH) has asked the Department of Administrative Services to solicit competitive sealed proposals (“Proposals”) for the development and implementation of an integrated environmental health solution for the State of Ohio. As a result of the implementation of a Contractor-hosted solution, a centralized standard Environmental Health Data System Integration (EH DSI) (the “Work”) will be created, deployed and used by various State of Ohio environmental health business partners. This RFP is the result of that request.

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

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

Once awarded, the term of the Contract will be from the award date until the Work is completed to the satisfaction of the State and the Contractor is paid or June 30, 2013, whichever is sooner. The State may renew this Contract for up to four (4) 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 Ohio Department of Health (ODH).

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

Background. The Bureau of Environmental Health (BEH) within the Division of Prevention at the Ohio Department of Health (ODH) administers and oversees 15 Environmental Health (EH) Programs statewide. These programs include:

1. Public Pools/Spas;
2. Campgrounds;
3. Agricultural Labor Camps;
4. Food Safety;
5. Manufactured Home Parks;
6. Resident Day Camps;
7. Tattoo & Body Piercing;
8. Private Water;
9. Sewage Treatment;
10. School Environmental Health;
11. Beach Monitoring;
12. Smoking Enforcement;
13. Asthma;
14. Indoor Environments; and
15. Health Assessment.

The following four EH Programs will be included as Work for this RFP:

1. Public Pools/Spas;
2. Campgrounds;
3. Agricultural Labor Camps; and

4. Food Safety.

The following eight programs are designated as optional and may not be included in the award of the contract at the discretion of the State. These include:

1. Manufactured Home Parks;
2. Resident Day Camps;
3. Tattoo & Body Piercing;
4. Private Water;
5. Sewage Treatment;
6. School Environmental Health;
7. Beach Monitoring; and
8. Smoking Enforcement.

The Asthma, Indoor Environments and Health Assessment BEH programs are **not** planned to be a part of the EH DSI. The majority of the BEH programs are administered by Ohio's Local Health Districts (LHDs), but BEH staff also conducts direct inspections, such as, agricultural labor camps and construction inspections. Additionally, BEH staff conducts surveys of LHD programs. The survey process ensures that LHDs are conducting the programs according to laws and rules that have been established.

As is apparent from these various programs, BEH has a number of stakeholders with which it must interact. In early 2010, BEH engaged its stakeholders to obtain feedback on potential improvements to the bureau operations and its delivery of services. The number one recommendation from both internal and external stakeholders was improvements in information technology for the Bureau's programs. Armed with this information, BEH embarked on a process to gather requirements necessary to develop or purchase a solution to meet the collective needs of our stakeholders. From December 2010 through June 2011, a contractor gathered requirements from BEH staff and stakeholders. BEH has since refined them into program, common and technical requirements. These requirements are provided in Supplement One – EH DSI Requirements as part of this RFP.

The State is releasing this RFP for offerors to propose their solution for these requirements and to provide cost information for their proposed Commercial off-the-Shelf (COTS), hosted solution to meet the listed BEH requirements. Offerors are asked to consider the following information when preparing responses and planning implementation:

1. The EH DSI work is a multi-year project.
2. The initial phase (Phase 1) will focus on the BEH Public Swimming Pools/Spas program and will progress into additional phases to include Campgrounds (Phase 2), Agriculture Labor Camps (Phase 2) and Food Safety (Phase 3).
3. As funding is available, the additional BEH programs may be added in years two through four (Future Phases). Those programs include: Manufactured Home Parks, Resident Day Camps, Tattoo & Body Piercing, Private Water, Sewage Treatment, School Environmental Health, Beach Monitoring and Smoking Enforcement.

The following graphic (Figure 1) provides a visual of the universe of BEH programs and interactions for which the State is ultimately attempting to obtain a solution.

Ohio Environmental Health Data System Integration - Universe

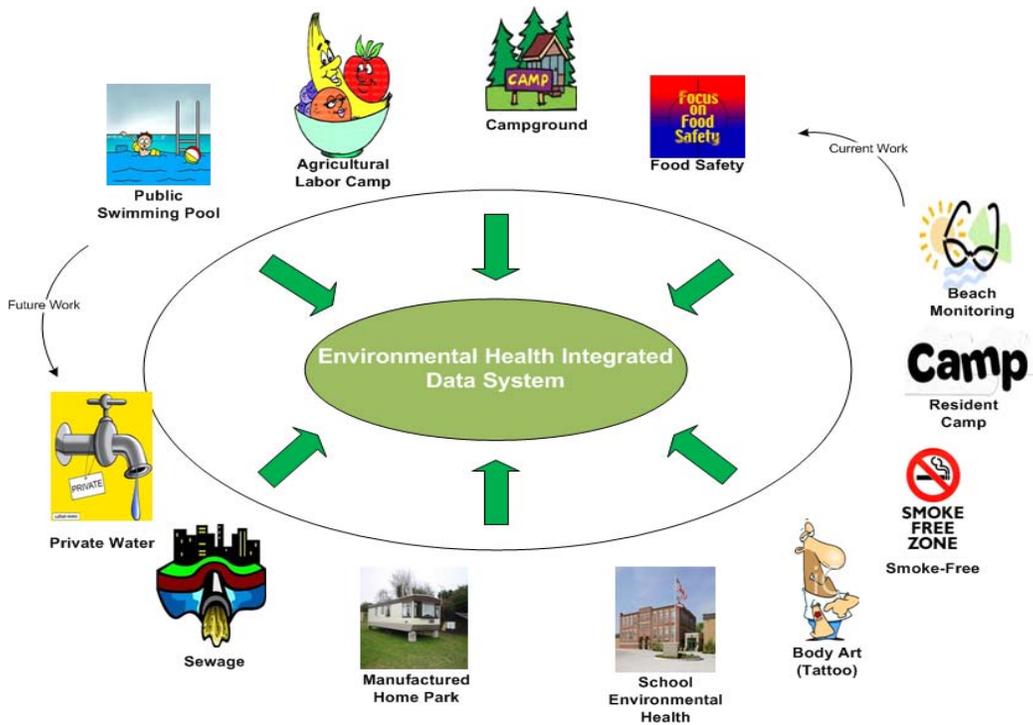


Figure 1

The EH Program and Requirements matrix (Figure 2) below depicts the program, common supportive and technical requirements for each of the EH Programs identified for the EH DSI solution.

EH Program and Requirements Matrix	Public Swimming Pool/Spas (Phase 1)	Campgrounds (Phase 2)	Agricultural Labor Camps (Phase 2)	Food Safety (Phase 3)	Manufactured Home Park (future phase)	Resident Camp (future phase)	Body Art (Tattoo) (future phase)	Private Water (future phase)	Sewage (future phase)	School Environmental Health (future phase)	Smoking Enforcement (future phase)	Beach Monitoring (future phase)
	Program Requirements											
Plan Review	•	•	•	•	•	•	•	•	•	•	•	•
License/Permit (new & renewals)	•	•	•	•	•	•	•	•	•	•	•	•
Inspection (pre-license & regular)	•	•	•	•	•	•	•	•	•	•	•	•
Sampling	•	•	•					•	•			•
Survey	•	•		•	•	•	•	•	•	•		•
Complaints	•	•	•	•	•	•	•	•	•	•	•	•

EH Program and Requirements Matrix	Public Swimming Pool/Spas (Phase 1)	Campgrounds (Phase 2)	Agricultural Labor Camps (Phase 2)	Food Safety (Phase 3)	Manufactured Home Park (future phase)	Resident Camp (future phase)	Body Art (Tattoo) (future phase)	Private Water (future phase)	Sewage (future phase)	School Environmental Health (future phase)	Smoking Enforcement (future phase)	Beach Monitoring (future phase)
	Certification	•			•				•	•		
Recalls	•			•								
Common Supportive Requirements												
EH Portal (user interface)	•	•	•	•	•	•	•	•	•	•	•	•
Reporting & Inquiry	•	•	•	•	•	•	•	•	•	•	•	•
Electronic Payments/Accounting	•	•	•	•	•	•	•	•	•	•	•	•
Workflow Management	•	•	•	•	•	•	•	•	•	•	•	•
Time Tracking/Cost Methodology	•	•	•	•	•	•	•	•	•	•	•	•
Library of Regulations	•	•	•	•	•	•	•	•	•	•	•	•
Self-Services Management	•	•	•	•	•	•	•	•	•	•	•	•
Technical Requirements												
Architecture/Infrastructure	•	•	•	•	•	•	•	•	•	•	•	•
Privacy & Security	•	•	•	•	•	•	•	•	•	•	•	•
System Integration & Interface	•	•	•	•	•	•	•	•	•	•	•	•
System Performance	•	•	•	•	•	•	•	•	•	•	•	•

Future Phases

Figure 2

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

- Implementation of a Contractor-hosted, COTS solution, centralized web-based data system for the regulatory program users that issue licenses, certifications and permits through routine operations, and for public user access (i.e., customers and public). The system must enable monitoring and routing of customer records, reporting, and communicating between all involved regulatory parties and their customers via standardized common data sets and functionality. The implemented solution must be able to accommodate the addition of future functions and features for BEH programs which are not accomplished within the initial phases (Phase 1 through 3).
- Development and implementation of a digital inspection software tool (e.g., mobile application) that the regulators (i.e., sanitarian inspectors) can utilize with hardware such as a tablet, iPad or handheld devices.
- Development and implementation of a solution that allows for internal Workflow routing for the internal/regulatory users.
- Development and implementation of a solution that allows for the processing of licenses, permits, etc. with proper routing of data and payment information to the appropriate entities through the use of an on-line electronic application.
- Development and implementation of a solution that provides the capability for users to conduct program surveys electronically.

- Development and implementation of a solution that can interface with existing software systems currently used in various LHDs. This interface must allow both:
 - Direct access to the EH DSI application to input and process licenses, permits, etc., and
 - Provide the capability for specific data to be transmitted (uploaded) from another system directly into the appropriate entities within the Contractor's EH DSI solution.
- Implementation of an EH DSI solution that houses all BEH program data, which can be queried, viewed and put into reports locally, regionally and statewide.

Total User Base. User Base for regulators (internal users) will consist of approximately 125 Local Health Departments (LHDs) with any number of their individual staff, plus a total of approximately 40 ODH individuals. When future contract Work is completed to include customers (i.e., external users such as licensees) the total user base rises to approximately 200,000. The State also anticipates that the general public will have limited view-only access to specific parts of the EH DSI solution.

Note: Additional information on the Ohio Department of Health, Bureau of Environmental Health can be found at: http://www.odh.ohio.gov/landing/phs_environmental/envirhealth.aspx .

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

The EH DSI RFP is being issued on behalf of ODH/BEH to select a qualified offeror who can provide a contractor-hosted solution to capture, track, manage and report on the State's Pool/Spa, Campground, Agricultural Labor Camp and Food Safety environmental health programs and associated data. The State requires that offerors describe their proposed solution, ability, experience, and proven effectiveness in providing a solution and related services to meet the State's requirements documented in this RFP and supplements. Offeror Proposals will be evaluated to assess the availability of the required services and the relative capabilities of the offerors and their proposed solutions.

The offeror must provide a contractor-hosted solution where the proposed services and required functionality are delivered in such a manner that the State has no responsibility for the administration of the database environment, the software environment, the technical infrastructure and associated processes and procedures. The database and solution functionality proposed must be accessible through the web by internal, external and public users and must be secure.

The Contractor must provide the following products and services to the State through the life of the Contract:

1. Work Management (e.g., project management);
2. Hosted EH DSI solution, including the required hardware and software tools to meet the EH DSI program, common supportive and technical requirements identified in this RFP and supplements;
3. Provide appropriate web-enabled access by user type to the proposed EH DSI solution program, common supportive and technical functionality;
4. Provide requirements affirmation, configuration, design and customization services as proposed to meet the EH DSI solution requirements identified in this RFP and supplements;
5. Provide historical data conversion, transmittal data import and validation services for existing ODH and LHD data into the proposed EH DSI solution;
6. Provide database administration and structure services;
7. Provide EH program reporting and analysis functionality through a suite of standard reports, ad hoc reporting, search/inquiry functionality or other proposed software tools;
8. User training and documentation;
9. Subject to federal and State laws regarding data confidentiality (e.g., HIPAA), provide any and all extracts of the database, including all fields, at the direction of the State;
10. Cooperate with the State's consultants, and provide access to data and extracts at the direction of the State;
11. Provide EH DSI solution functionality testing and assistance with user acceptance testing;

12. Provide operational and administrative support for the EH DSI solution, including backup of State data and business continuity; and
13. Provide production implementation and on-going production support services for the implemented EH DSI solution, including at minimum software maintenance, and hardware and software upgrades, including ongoing technical support and assistance.

Mandatory Requirement Overview. The offeror must show evidence of meeting the following mandatory requirements for this RFP:

- The offeror must demonstrate experience as the prime contractor of the proposed Environmental Health software solution in at least one federal, state or local environmental health entity where the solution has been successfully implemented and is currently being hosted by the prime contractor in a production environment at the time of this RFP's proposal due date.
- The offeror's proposed solution to meet the requirements of the Ohio EH DSI project must be a prime contractor-hosted COTS environmental health solution with access through a user-friendly web portal interface.

Additional Work. Implementation of additional BEH programs and related functionality for the EH DSI system (e.g., Future Phases) may be defined after the initial Contract award using the Interval Deliverable Agreement ("IDA") model documented in this RFP with pricing not to exceed the rates and amounts shown on the Contractor's Rate Card worksheet provided in Attachment Eleven – Cost Summary.

Optional Aspects of this RFP. Certain aspects of the ODH EH DSI solution are designated as optional and may not be included in the award of the Contract at the discretion of the State. These include:

Additional Environmental Health Programs:

- Manufactured Home Parks;
- Resident Day Camps;
- Tattoo & Body Piercing;
- Private Water;
- Sewage Treatment;
- School Environmental Health;
- Beach Monitoring; and
- Smoking Enforcement.

Additional work for the Ohio EH DSI solution (e.g., implementation of additional environmental health programs, etc.) may be defined and implemented using the Interval Deliverable Agreement ("IDA") model documented in this RFP. The Contractor must work with designated Ohio Department of Health staff to develop deliverables for each defined interval at any time during the Contract. The deliverables will be negotiated prior to the start of each interval and will be monitored throughout the interval and the life of the Contract. The State and the Contractor will agree in writing, during the course of the Contract, to specific work assignments, sub-deliverables, due dates, Contractor staffing requirements (based on positions and associated hourly rates in the Cost Summary Rate Card (see Attachment Eleven - Cost Summary), State resources and the proposed deliverable agreement for the defined interval. A deliverable or sub-deliverable may be identified as a work product or hours toward completion of a work product. The IDA documents must be developed and submitted for State approval at least 30 days prior to the interval start date. An IDA is not effective until the State (Department of Health and the Department of Administrative Services) and the Contractor have approved and signed the agreement. All IDA content (deliverables, including sub-deliverables, Work Breakdown Schedules ("WBS") with due dates, etc.) will be amended to the Contract. IDAs are expected to be a combination of distinct projects, tasks, or reports and activities that will be consultative and billed on the basis of time and materials or as a deliverable completion as agreed to by the State and the Contractor.

Calendar of Events. The schedule for the RFP process and the Work is given below. The State may change this schedule at any time. If the State changes the schedule before the Proposal due date, it will do so through an announcement on the State Procurement Website's question and answer area for this

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

Dates:

Firm Dates

RFP Issued:	March 14, 2012
Inquiry Period Begins:	March 14, 2012
Pre-Proposal Conference Date:	March 26, 2012 10:00 a.m.
Inquiry Period Ends:	April 18, 2012 at 8:00 a.m.
Proposal Due Date:	April 25, 2012 at 1:00 p.m.

Estimated Dates

Award Date:	May 2012
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Estimated Work Dates

Work Begins:	June 2012
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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 eleven attachments. The parts and attachments are listed below. There also may be one or more supplements to this RFP listed below.

Parts:

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

Attachments:

Attachment One	Evaluation Criteria
Attachment Two	Work Requirements, Interval Deliverable Agreement 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 Forms
Attachment Nine	Personnel Profile Summary Forms
Attachment Ten	Standard Affirmation and Disclosure Form (EO 2011-12K)
Attachment Eleven	Cost Summary

Supplements:

Supplement One	EH DSI Requirements <ul style="list-style-type: none">• Program
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	<ul style="list-style-type: none"> • Common Supportive • Technical
Supplement Two	EH DSI Key Terminology
Supplement Three	EH DSI Program Forms <ul style="list-style-type: none"> • Pool/Spa Forms • Campground Forms • Agriculture Labor Camp Forms • Food Safety Forms
Supplement Four	EH DSI Water & Sewage Forms
Supplement Five	EH DSI Cost Methodology Forms <ul style="list-style-type: none"> • Method 1 • Method 2
Supplement Six	Business Associate Agreement

PART THREE: GENERAL INSTRUCTIONS

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

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

Procurement Representative:

Bruce Reichenbach
Acquisitions Analyst
Ohio Department of Administrative Services
I.T. Procurement Services
4200 Surface Road
Columbus, Ohio 43228-1313

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

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

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

- Click the "Submit" button.

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

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

The State usually responds to all inquiries within three business days of receipt, excluding weekends and State holidays. 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 March 26, 2012 at 10:00 a.m., in Conference Room A/B in the basement of the Ohio Department of Health building, 35 East Chestnut Street, Columbus, Ohio 43215. The purpose of this conference is to discuss the RFP and the Work with prospective offerors and to allow them to ask questions arising from their initial review of this RFP.

Offeror participants attending the Pre-Proposal Conference should plan on arriving at least 30 minutes before the Pre-Proposal Conference start time noted above as participants will need to sign-in at the ODH Chestnut Street Security Desk. Participants attending the Pre-Proposal Conference must have a picture ID with them to pass through ODH Security.

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 any time before 5:00 p.m. on the day before Proposals are due, and it is each prospective offeror's responsibility to check for announcements and other current information regarding this RFP.

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

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

than the State has authorized in the announcement of the amendment and treat it as a withdrawal of the offeror's Proposal.

Proposal Submittal. Each offeror must submit a technical section and a cost section as part of its total Proposal before the opening time on the Proposal due date. The offeror must submit the technical section as a separate package from the cost section of its Proposal, and each section must be submitted in its own separate, opaque package. The package with the technical section of the Proposal must be sealed and contain one (1) originally signed technical section and ten (10) additional copies of the technical section, and the package with the cost section also must be sealed and contain five (5) complete copies of the cost section of the Proposal. Further, the offeror must mark the outside of each package with either "Environmental Health Data System Integration (EH DSI) RFP – Technical Proposal" or "Environmental Health Data System Integration (EH DSI) RFP – Cost Summary," as appropriate.

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

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

DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
IT PROCUREMENT SERVICES
BID DESK
4200 SURFACE ROAD
COLUMBUS, OHIO 43228-1313

BID ROOM MAIN PHONE NUMBER: 614-466-5090

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 Bid Room accepts packages between the hours of 7:30 A.M. to 5:00 P.M. Monday through Friday, excluding State Holidays. No deliveries will be accepted before or after these hours without prior arrangements. Offerors must allow sufficient time since the State may reject late Proposals regardless of the cause for the delay.

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

By submitting a Proposal, the offeror acknowledges 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 Department of Administrative Services in writing immediately upon becoming subject to such an unresolved Finding after submitting its Proposal and before the award of a Contract under this RFP. Should the State select the offeror's Proposal for award of a Contract, this warranty of immediate written notice will apply during the term of the Contract, including any renewals or extensions. Further, the State may treat any unresolved Finding against the Contractor that prevents a

renewal of the Contract as a breach, in accordance with the provisions of Attachment Four, General Terms and Conditions.

The State may reject any Proposal if the offeror takes exception to the terms and conditions of this RFP, includes unacceptable assumptions or conditions in its Proposal, fails to comply with the procedure for participating in the RFP process, or fails to meet any requirement of this RFP. The State also may reject any Proposal 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 Work, cancels this RFP for any reason, or contracts for the Work through some other process or through another RFP.

Location of Data. Unless the State agrees otherwise in writing, the selected offeror and its subcontractors must do the Work and keep all State data at the location(s) disclosed in the offeror's Proposal. 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 Work through a new RFP or other means.

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

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

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

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

Corrections and clarifications must be completed off State premises.

Initial Review. The 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 Work or the advice or evaluations of various State personnel that have subject matter expertise or an interest in the Work. The State may adopt or reject any recommendations it receives from such reviews and evaluations or give them such weight as the State believes is appropriate.

During the technical evaluation, the State will calculate a point total for each Proposal 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 – Evaluation Criteria 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 Work 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 Work Manager position may not be used to meet any other team member requirements. Each candidate proposed for the Work team must meet at least one of the requirements.

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

If the State does not receive any Proposal that meets all the mandatory requirements, the State may cancel this RFP. Alternatively, if the State believes it is in its interest, the State may continue to consider the highest-ranking Proposals despite their failure to meet all the mandatory requirements. In doing this, the State may consider one or more of the highest-ranking Proposals. 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;
- Showcase its approach to the Work;
- 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 do the Work that are not responsible. The State's determination of an offeror's responsibility may include the following factors: experience of the offeror and its key team members and subcontractors, its and their past conduct on previous contracts, past performance on previous contracts, ability to execute this Contract properly, and management skill. The State may make this determination of responsibility based on the offeror's Proposal, reference evaluations, a review of the offeror's financial ability, and any other information the State requests or determines is relevant.

Some of the factors used in determining an offeror's responsibility, such as reference checks, may also be used in the technical evaluation of Proposals in phase two of the evaluation process. In evaluating those factors in phase two, the weight the State assigns to them, if any, for purposes of the technical evaluation will not preclude the State from rejecting a Proposal based on a determination that an offeror is

not responsible. For example, if the offeror's financial ability is adequate, the value, if any, assigned to the offeror's relative financial ability in relation to other offerors in the technical evaluation phase may or may not be significant, depending on the nature of the Work. If the State believes the offeror's financial ability is inadequate, the State may reject the offeror's Proposal despite its other merits.

The State may make a responsibility determination at any time during the evaluation process, but it typically will do so only once it has evaluated the technical merits and costs of the Proposals. The State always will review the responsibility of an offeror selected for an award before making the award, if it has not already done so earlier in the evaluation process. If the State determines 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 Work and a positive working relationship between the State and the offeror. In doing this, the State may check references other than those provided in the offeror's Proposal. The State also may use information from other sources, such as third-party reporting agencies.

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

PART FIVE: AWARD OF THE CONTRACT

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

Under Ohio's anti-terrorism legislation, effective April 14, 2006, the selected offeror must complete a Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization to certify that the offeror has not provided material assistance to any terrorist organization listed on the Terrorist Exclusion List. The form and the Terrorist Exclusion List are available on the Ohio Homeland Security Website. The form must be submitted with the offeror's Proposal. If an offeror answers yes or fails to answer any question on the form, the State may not award the Contract to that offeror. The offeror may request the

Department of Public Safety to review such a denial of an award. More information concerning this law is available at: <http://www.homelandsecurity.ohio.gov>.

Included with this RFP, as Attachment Five, is a sample of the Contract for the RFP. The State will issue two originals of the Contract to the Contractor proposed for award. The offeror must sign and return the two originals to the Procurement Representative. The Contract will bind the State only when the State's duly authorized representative signs all copies and returns one to the Contractor with an award letter, the State issues a purchase order, 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 Department of Administrative Services must sign any change order under or amendment to the Contract.

ATTACHMENT ONE: EVALUATION CRITERIA

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

Mandatory Requirements		Reject	Accept
Offeror Mandatory Requirement			
The offeror must demonstrate experience as the prime contractor of the proposed Environmental Health software solution in at least one federal, state or local environmental health entity where the solution has been successfully implemented and is currently being hosted by the prime contractor in a production environment at the time of this RFP’s proposal due date.			
Proposed Solution Mandatory Requirement			
The offeror’s proposed solution to meet the requirements of the Ohio EH DSI project must be a prime contractor-hosted COTS environmental health solution with access through a user-friendly web portal interface.			

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

Scored Criteria	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
Offeror Requirements					
The offeror must demonstrate project experience where the proposed solution was successfully implemented, in a hosted environment and in a production environment at the time of the RFP’s proposal due date for at least three (3) different clients.	12	0	5	7	9
The offeror must provide evidence that they have been in business for at least five (5) years of experience providing environmental health information technology products and services.	6	0	5	7	9
Proposed Solution Requirement					
The offeror’s proposed software solution has been successfully implemented for at least one (1) federal, state or local environmental health entity in the past two (2) years.	6	0	5	7	9

Scored Criteria	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
Key Project Personnel Requirements					
Work Manager					
The proposed Work Manager must demonstrate a minimum of 36 months of experience as the work or project manager on a minimum of one (1) successful system implementation project of similar size and scope.	6	0	5	7	9
The proposed Work Manager must have experience serving as the work or project manager from initiation through implementation on at least one (1) project where the offeror's proposed solution was implemented in a federal, state or local government environmental health entity.	4	0	5	7	9
The proposed Work Manager must demonstrate experience as the work or project manager on a minimum of one (1) successful implementation where the proposed environmental health software solution was integrated with various client software application environments.	4	0	5	7	9
The proposed Work Manager must be PMI certified. Offeror must provide appropriate documentation of the proposed Work Manager's project management certification.	1	0	5		
Functional/Configuration Lead (e.g., Business Analyst)					
The proposed Functional/Configuration Lead must demonstrate business analysis, design, and configuration experience implementing the offeror's proposed solution on a minimum of one (1) successful implementation.	4	0	5	7	9
The proposed Functional/Configuration Lead for the EH DSI project must have at least 36 months of relevant business analysis and systems integration experience in at least one (1) referenceable account of similar size and scope.	2	0	5	7	9
The proposed Functional/Configuration Lead for the EH DSI project must have participated as the functional/configuration lead in a successful implementation of at least one (1) referenceable federal, state or local account of similar size and scope.	2	0	5	7	9

Scored Criteria	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
Technical Lead					
The proposed Technical Lead for the EH DSI project must demonstrate experience as the technical lead on a minimum of one (1) referenceable federal, state or local account of similar size and scope.	4	0	5	7	9
The proposed Technical Lead for the EH DSI project must have at least 36 months of relevant systems integration experience in at least one referenceable account of similar size and scope.	2	0	5	7	9
Training Lead					
The offeror's proposed Training Lead must have participated as the training lead in a successful implementation of at least one (1) referenceable federal, state or local account of similar size and scope.	4	0	5	7	9
The proposed Training Lead must demonstrate experience serving as the Training Lead on a minimum of one (1) project where the proposed software solution was implemented and for which the proposed Training Lead actually developed the training materials and provided the end-user training.	2	0	5	7	9
Work Requirements					
Proposed EH DSI Solution	34	0	5	7	9
Staffing Plan and Time Commitment	20	0	5	7	9
Work Management Methodology	20	0	5	7	9
Work Plan	22	0	5	7	9
1.0 Program Requirements (Supplement One)					
1.1 Plan Review	5	0	5	7	9
1.2 License/Permit	5	0	5	7	9
1.3 Inspection	5	0	5	7	9
1.4 Sampling	5	0	5	7	9
1.5 Survey	5	0	5	7	9
1.6 Complaints	5	0	5	7	9
1.7 Certification	5	0	5	7	9
1.8 Recalls	5	0	5	7	9
2.0 Common Supportive Requirements (Supplement One)					
2.1 EH Portal (User Interface)	5	0	5	7	9
2.2 Reporting & Inquiry	5	0	5	7	9

Scored Criteria	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
2.3 Electronic Payments/Accounting	5	0	5	7	9
2.4 Workflow Management	5	0	5	7	9
2.5 Time Tracking/Cost Methodology	5	0	5	7	9
2.6 Library of Regulations	5	0	5	7	9
2.7 Self-Service Management	5	0	5	7	9
3.0 Technical Requirements (Supplement One)					
3.1 Architecture / Infrastructure	5	0	5	7	9
3.2 Privacy & Security	5	0	5	7	9
3.3 System Integration & Interface	5	0	5	7	9
3.4 System Performance	5	0	5	7	9

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

Criteria	Percentage
Technical Proposal	70%
Cost Summary	30%

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

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

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

There is a maximum of 300 Cost Proposal Points available. The Cost Proposal Points for each offeror will be determined based upon the following formula:

$$\text{Cost Proposal Points} = \text{Total Cost for Evaluation Points} + \text{Rate Card Evaluation Total Points}$$

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

$$\text{Total Cost for Evaluation Points} = (\text{Lowest Total Cost for Evaluation} / \text{Offeror's Total Cost for Evaluation}) \times 250$$

$$\text{Rate Card Evaluation Total Points} = (\text{Lowest Rate Card Evaluation Total} / \text{Offeror's Rate Card Evaluation Total}) \times 50$$

The Total Points Score is calculated using the following formula:

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

**ATTACHMENT TWO: WORK REQUIREMENTS, INTERVAL DELIVERABLE AGREEMENT, AND
SPECIAL PROVISIONS
PART ONE: WORK REQUIREMENTS**

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

Scope of Work. The State requests a proposal for a Contractor-hosted COTS solution accessible via a web portal tool to meet the EH DSI program, common supportive and technical requirements as documented in Attachment One, Supplement One – EH DSI Requirements, and this RFP. Second, this RFP requests an implementation proposal for the Work as defined here.

The following phases, or work activities for the State's Environmental Health Data System Integration (EH DSI) solution are anticipated:

1. Work Initiation;
2. Requirements Affirmation and Documentation;
3. User Configuration Management;
4. Design and Development of Customized Functionality;
5. Historical Data Conversion Services;
6. Transmittal Data Import Services;
7. Training and User Manuals;
8. User Acceptance Test (UAT);
9. Implementation and Acceptance; and
10. Post-Implementation Support.

The State intends to procure services for the EH DSI solution through a single Contract with the selected, qualified Contractor. It will be the Contractor's obligation to ensure that its EH DSI solution meets the State of Ohio's identified requirements and Deliverables.

The primary goal of the State is to implement an EH DSI solution that meets the State's specifications and requirements as identified in this RFP. The primary tasks the Contractor must perform during the Work will be to assure accuracy, usability, completeness, and timeliness of the proposed solution and all Work Deliverables.

The State requests a proposal for a solution to meet the EH DSI requirements as documented in Attachment One, Supplement One, and this RFP.

Hosting Services. The Contractor must offer this service in such a manner that the State of Ohio has no responsibility for the database, the environmental health data system software, or the technical infrastructure and associated processes and procedures. Access to the system and the underlying database must be accessible through the web (e.g., EH Portal) and must be secure and role based.

The Contractor must document that the EH DSI solution is accessible via the Internet through a web-enabled personal computer and mobile application functionality (hand held devices) for onsite inspections and sampling.

In addition, the Contractor must commit to maintain HIPAA compliance for the life of the Contract and to comply with all state and federal laws and regulations concerning data confidentiality and security.

Database and Data Services. The Contractor is responsible for coordinating Work efforts with ODH Project Manager to meet the requirements set forth to accomplish data integration from the Contractor-hosted EH DSI solution and database to ODH internal systems (e.g. electronic payments and disbursements).

The Contractor is responsible for planning and coordinating efforts with ODH, participating LHDs and other contractors as necessary to convert any external historical data into the Contractor-hosted solution for the purpose of populating the initial production database (see Historical Data Conversion Services section of the Scope of Work).

The EH DSI solution will collect, aggregate, store and report both ODH and LHD data. The LHDs have the responsibility to report transmittal data to the State in a frequency established by State rules. The LHDs that use the EH DSI solution will collect transmittal data in the database that will ultimately be used to report required data to the State. For the LHDs who choose not to use the EH DSI solution, their data must still be electronically reported to the State via the EH DSI solution. Therefore the Contractor must incorporate into the proposed EH DSI solution a means for the LHDs to import or manually enter their required data into the EH DSI solution (see Transmittal Data Import Services section of the Scope of Work).

The structure of the EH DSI database must be relational and centralized across all EH Programs and functions. All environmental health data maintained by the regulators (e.g., ODH, LHDs) must be stored in one central database. By using a centralized database solution, data access will be provided across all of the EH Program areas allowing for a more integrated reporting and inquiry environment for any given EH Program area.

Public Access. The Contractor's solution must facilitate and allow public access to information on environmental health issues. Provide the public with the ability through an online web portal where certain appropriate documents and data meant for public consumption can be made accessible in a searchable and meaningful format and to submit related EH complaints.

User Interface. The Contractor's EH Portal solution must provide a user-friendly, web-enabled interactive portal environment, which will support a wide variety of users at all levels of EH Program activities as appropriate to meet the requirements set forth in the RFP and Supplements. The solution must support a complete user environment that supports several layers of users with the appropriate integrity:

1. Internal User Roles (Regulators) with various levels of Read or Read/Write Access:
 - a. State ODH Bureau of Environmental Health (BEH)
 - i. Program Staff;
 - ii. Program Managers;
 - iii. Program Administrators; and
 - iv. System Administrators.
 - b. Local Health Districts (LHD) Program Staff involved in Environmental Health (EH):
 - i. Program Staff;
 - ii. Program Managers;
 - iii. Program Administrator; and
 - iv. System Administrator.
 - c. Other State Agencies:
 - i. Ohio Department of Agriculture (ODA);
 - ii. Ohio Department of Natural Resources (ODNR);
 - iii. Ohio Environmental Protection Agency (OEPA); and
 - iv. Other State Agencies as applicable.
2. External Users (Customers) with specific access and limited to their own records and data:
 - a. Licensees, Certified or Registered Individuals and other regulated entities; and
 - b. Industry Association(s) (e.g., Restaurant Association) involved in specific EH Programs.
3. General Public:
 - a. Read only access for verifying regulated entities (e.g. licensees and certifications); and
 - b. Write access only for filing complaints.

Business Continuity. The Contractor must provide a business continuity plan to ensure that the Contractor's EH DSI solution and the State's business environment is recoverable from and remains in operation during an unexpected crisis. The Contractor's business continuity plan must provide for the continuation of business on a 5:00 a.m. to 11:59 p.m., Columbus, Ohio local time, seven days a week with no interruptions and loss of services, other than for scheduled application software and database updates, upgrades and software maintenance. In addition, the business continuity plan and methodology provided by the Contractor must easily adapt vulnerabilities and ever-changing threats and integrates privacy and security into the business continuity process.

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

ODH Project Manager. The ODH Project Manager will be the single point of contact for Work related matters between the Contractor's Work Manager and ODH. Provides project management oversight and monitoring of the EH DSI implementation work, ensuring implementation is completed as designed and in accordance with the approved Work Plan.

ODH IT Manager. Provides IT resources and monitoring of the EH DSI implementation work that involves ODH Office of Management Information Systems (OMIS) staff, ensuring implementation is completed as designed and in accordance with the approved Work Plan and ODH IT standards, policies and procedures.

ODH Technical Lead. Provides technical guidance for any tasks that involves ODH OMIS staff including ensuring the solution and data design meets any applicable ODH and State IT requirements for data interfaces, conversions or migrations.

ODH Business Team Lead. Provides guidance on business processes and operations to ensure the solution meets ODH and LHD business needs. Act as the point person for the bureau to direct activities requiring staff involvement and to identify and schedule appropriate subject matter experts as required. The Business team lead will be the primary resource responsible for providing user acceptance and approval of the EH DSI solution for the bureau following testing, and prior to roll-out. As necessary, ODH will provide subject matter experts for ODH programs, and Local Health Department.

ODH Subject Matter Experts (SMEs). Participates in implementation related tasks (e.g., requirements affirmation sessions, design sessions, configuration, UAT, etc.). It is expected that multiple SME's will be required and made available as necessary for specific business processes, requirements, and testing.

Contractor Responsibilities and Deliverables. The Contractor must meet all RFP requirements and complete all Work milestones and Deliverables, as provided in the Work Plan. The Contractor is asked to propose a project team they best believe will meet the needs for EH DSI, and minimize risk. It is expected, however, that the proposed team will include the following roles and corresponding responsibilities, and meet the minimum qualifications as described.

Assemble Work Team. The Contractor must provide the following key Work personnel including the Contractor's Work Manager, Functional/Configuration Lead (e.g., Business Analyst), Technical Lead, and Training Lead for the Work. The Contractor must employ the key work personnel as regular, fulltime employees on the proposal submission date and throughout the term of the Contract, including all renewals of it. Additionally, the Contractor's full-time regular employees must perform at

least 50% of the effort required to complete the Work. The Contractor may use its personnel or subcontractor personnel to meet the remaining 50% of the effort.

The State may screen or interview members of the Contractor's Work team prior to their assignment to the Work. All Work team members must demonstrate skills appropriate to their assigned roles. The State may reject any Work team member for business or legal reasons. Switching any key project personnel after the Contract award will not be allowed without written approval from the State.

Work Manager

Role: The Contractor Work Manager must provide project management oversight through acceptance of the Ohio EH DSI solution.

Responsibilities:

- Creates and Manages the Project Plan and Schedule;
- Manages the Contractor Project Team Members;
- Liaison between State and Contractor Resources;
- Initiates Quality Assurance Processes to monitor the Project;
- Manages issues and risks;
- Point of escalation for project issues; and
- Manages the deliverable acceptance process.

Functional/Configuration (e.g. Business Analyst) Lead

Role: The Functional / Configuration Lead must provide requirements affirmation, business process and subject matter expertise for the proposed EH DSI solution. Offerors may propose a single Functional/Configuration Lead for multiple business areas or modules.

Responsibilities:

Lead all requirements affirmation, design, configuration, workflow, security design, development, and testing. Provide input to training development, and participate as part of the immediate post-go-live support team.

Technical Lead

Role: The Technical Lead must provide technical subject matter expertise for the proposed EH DSI implementation.

Responsibilities:

- Lead the technical team in designing the technical architecture to support the proposed EH DSI solution;
- Lead the technical team in tasks for inbound and outbound interfaces, customer development, enhancements, reports, and testing;
- Lead the installation and administrative configuration of the proposed EH DSI solution and infrastructure;
- End-to-end technical implementation of the proposed EH DSI solution;
- Center point of communication for all technical matters concerning the application and supporting infrastructure; and
- Communicate with ODH Project Manager and ODH IT Manager concerning any integration solution that involves ODH IT staff.

Training Lead

Role: The Training Leads role must plan and lead the design, development, and implementation of the EH DSI solution training program for State and Local Health Districts (see below).

Responsibilities:

- Must follow deliverable schedules for EH DSI project;

- Must have thorough understanding of the functional and technical requirements of the EH DSI solution Lead the installation and administrative configuration of the proposed EH DSI solution and infrastructure;
- Must have thorough understanding of the work flow process of the EH DSI solution at every tier;
- Perform training needs analysis to determine the best method of delivery;
- Evaluate participants at every level to determine appropriate training solution; and
- Lead the implement of the Training Plan as outlined in the ODH approved System Implementation Plan.

1. Work Initiation.

The purpose of the Work Initiation activity is to confirm that the Contractor and the Ohio Department of Health have the same understanding of the Scope of Work; which is to implement a Contractor-hosted EH DSI solution that meets the requirements identified in this RFP and Supplements.

The Contractor must provide all Work standards, methodologies, tools, personnel, and other resources based on acceptable project management best practices described in the Proposal for approval by the State.

Kickoff Meeting and Detailed Work Plan. Upon Contract Award and within 10 business days after receipt of a purchase order from the State the Contractor must hold a Kickoff Meeting and provide an updated detailed Work Plan that specifies tasks, responsibilities and details to successfully implement the proposed EH DSI solution for the State. The Contractor must also provide a meeting agenda to the ODH Project Manager at least two (2) business days in advance of the Kickoff Meeting. The Work Manager and other key contractor staff must be on ODH site for the Kickoff Meeting.

The Contractor must also present and confirm the high level scope of work and planned phases according to what is identified in the RFP. This must include the scope of Programs, functions and features the implementation of the EH DSI solution intends to achieve.

Included with the updated Work Plan the Contractor must provide the following:

- Finalized project Staffing Plan with staffing requirements and resources identified;
- Finalization of the proposed Communication Plan;
- Finalization of the proposed Change Control Process for the Project;
- Finalization of the proposed Document Control Methodology;
- Finalization of the proposed Risk Management Plan; and
- Finalization of the proposed Issue/Resolution Plan.

The Contractor must also update the Work Plan with more detail throughout subsequent Work phases and activities to address at a minimum the following subjects:

- Requirements Affirmation;
- User Configuration Management;
- System Design;
- Historical Data Conversion and Transmittal Data Import Services;
- Training;
- Testing (to include all test scripts and data required to test to the lowest level);
- System Implementation, including Backup/Disaster Recovery and Business Continuity; and
- Post Implementation Support.

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

- Immediate Reporting – The Contractor Work Manager or a designee must immediately report any Work team staffing changes to the ODH Project Manager (See: Attachment Four: Part Two: Replacement Personnel).

- Attend Weekly Status Meetings – The Contractor Work Manager and other key Work team members must attend weekly status meetings with the ODH Project Manager and other members of the State’s project team as deemed necessary to discuss Work status, activities and issues. These weekly meetings must follow an agreed upon agenda and allow the Contractor and the State to discuss any issues that concern them. The Work Manager must attend weekly status meeting on site once a month for the first six (6) months.
- Provide Weekly Status Reports – The Contractor Work Manager must provide written status reports to the ODH Project Manager at least two (2) full State business days before each weekly status meeting.
 - At a minimum, weekly status reports must contain the items identified below:
 - Updated project schedule, along with a copy of the updated corresponding Work Plan document (e.g., 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 work breakdown structure and work schedule, if any;
 - Identification of Contractor staff assigned to specific activities;
 - Planned absence of Contractor staff and their expected return date; and
 - Modification of any known staffing changes.

The Contractor's proposed format and level of detail for the status report is subject to the State’s approval.

- Prepare Quarterly Status Reports - During the Work, the Contractor must submit a written quarterly status report to the ODH Project Manager by the fifth business day following the end of each quarter. At a minimum, quarterly status reports must contain the following:
 - A description of the overall completion status of the Work in terms of the approved Work Plan (schedule and cost, if applicable);
 - Updated Work breakdown structure and Work schedule;
 - The plans for activities scheduled for the next quarter;
 - 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 Work Plan, if any.

Contractor Deliverables:

1. Work Initiation, Kickoff Meeting and on-going Project Status Meetings.
2. Work Management Methodology; including
 - Communication Plan;
 - Change Control Process;
 - Document Control Methodology;
 - Risk Management Plan; and
 - Issue / Resolution Plan.
3. Updated Detailed Work Plan.

Note: All documentation, manuals and other applicable Project papers must be provided in hard copy format as well as electronic format. Electronic Project papers and documentation must be provided as MS Office application files.

State Responsibilities:

1. Provide access to ODH/BEH and OMIS staff as appropriate.

2. Provide necessary workspace and supplies as identified in the Contractor's Proposal and mutually agreed to by the State.
3. Review and approval of the delivered Work Management Methodology.
4. Review and approval of the updated detailed Work Plan.

2. Requirements Affirmation and Documentation.

During this phase of the Work the Contractor must review, validate and confirm the State's EH DSI solution business requirements as identified in Supplement One and the RFP. At a minimum the requirements affirmation activities must further detail and confirm ODH's priority requirements: program, common supportive and technical for the EH DSI solution. The Contractor must compare the requirements to their proposed solution and identify and reaffirm whether the requirements can be currently met out-of-the-box, or if the requirement is configurable, or if the requirement has to be customized/built or if the requirement simply cannot be met.

The Contractor must identify, functionality, processes, and tools that may be required in the EH DSI solution design that will enable the Contractor to successfully implement their hosted solution that meets the identified requirements of this RFP, including but not limited to the import and cleansing of appropriate source data and integration with ODH / LHD systems. Any additional functionality processes, and tools identified and recommended and not included in the Contractor's accepted Proposal, must be reviewed and may be accepted by the State through the Change Control Process mutually agreed to by the Contractor and the State.

The requirements affirmation and documentation activities completed through the Contract must include mutually agreeable meeting times between the ODH/BEH SMEs and the Contractor's Work team to affirm and detail all requirements.

Included in the Requirements Affirmation and associated documentation, the Contractor must develop and provide a Technical Environment Document that identifies at a minimum the Contractor's:

- Overview of the proposed EH DSI hosted solution technical environment and infrastructure for the Work, including software and hardware upgrade/enhancement methodology;
- Database structure, and data upload and download and access methodology for system integration with ODH and LHD systems;
- Initial capacity / configuration considerations;
- Security and system access environment;
- Identification, documentation and mutual agreement to solution performance standards; and
- Identifies all additional hardware / software specifications that the State may need to consider and procure for the ODH / LHD and Public access end-user environment.

Contractor Deliverables:

4. Requirements Affirmation (including proposed solution to ODH EH DSI program, common supportive and technical requirements comparison) and associated documentation.
5. Technical Environment Document.

State Responsibilities:

1. Provide access to ODH/BEH and OMIS staff as appropriate.
2. Review and approve Requirements Affirmation Documentation including the Technical Environment Document.

3. User Configuration Management.

The EH DSI solution will be a multi-level system that involves inspections and Surveys at the State and Local Health District levels. It is important that the system utilizes configuration mechanisms to accomplish variables that may change from LHD to LHD, or legislation changes, etc. The Contractor

must provide a User Configuration Management Plan that includes the various facets of configuration. Including, but not limited to the following configurable management possibilities:

- User/Role management at the various levels (internal users, external users and public users as documented in the User Interface section above);
- User preferences;
- Public access web portal content management;
- Legislative changes that require business process changes;
- Library of Required Code changes to accommodate legislative changes;
- Various Local Health District business rule differences; and
- Workflow and business rule process frequencies (e.g., alerts, approvals, deadlines, staff routing).

Contractor Deliverables:

6. User Configuration Management Plan.

State Responsibilities:

1. Provide access to ODH/BEH and OMIS staff as appropriate.
2. Review and approve User Configuration Management Plan.

4. Design and Development of Customized Functionality.

The Contractor must complete the following design and development activities and tasks:

- Complete required customization and modifications to meet the agreed upon EH DSI solution requirements as documented and approved during Requirements Affirmation, including;
 - Data construction, including data structure, data acquisition, importing, cleansing, updating, and validation;
 - Application user and system software functionality and processes;
 - Reporting and analysis functionality and processes;
 - Hardware and software environment considerations for EH DSI user community;
 - System security and access;
 - Develop system test and user acceptance test scripts;
 - User training materials and documentation;
 - System administrative, operations, training and support of the customized functionality, including identification of Contractor provided post-implementation support, backup/disaster recovery and business continuity plans; and
 - Appropriate design/development documentation.
- Provide all necessary hardware and software to support the development, test, training and production environments for the Contractor provided solution hosted environment;
- Perform all necessary software upgrades to the hosted environment as appropriate; and
- Conduct appropriate system, stress, integration testing of the software solution and hosted-environment with a mutually agreed to volume of data, number of users and user application activities.

Contractor Deliverables:

7. Completion, update and delivery of all Design and Development Documentation.
8. Completion of identified customization and modification to the solution features to provide or exceed the EH DSI solution requirements identified in the RFP, Supplement and the agreed to Requirements Affirmation phase.
9. System Test documentation that identifies and establishes that appropriate data and customized functionality has been successfully completed and that the customized solution data and functionality is working as designed to meet the requirements identified.
10. Development and delivery of Training Materials and User Manuals for both State end-users and administrative staff for the customized functionality.
 - The Contractor must provide all operational documents including user manuals for all end-users and administrative users that provides at minimum the log on and log off

procedures, procedures for queries, building of ad hoc queries and reports, special conditions, system use, basic access, navigation instructions, etc.

11. Certification that the customized functionality as designed and developed is in compliance with State and federal HIPAA guidelines.
12. Certification letter stating that all customized solution system, stress and integration testing has been completed successfully with acceptance by the State.

State Responsibilities:

1. Provide access to ODH/BEH and OMIS staff as appropriate.
2. Review all appropriate Design, Development, and System Documentation and approval.
3. Review all system, stress and integration test results.

5. Historical Data Conversion Services.

The Contractor must develop a Historical Data Conversion Plan that includes the recommended conversion strategy for ODH and LHD historical data. The Historical Data Conversion Plan will address a Historical Conversion Import Tool and a Historical Conversion Manual data entry form that will be used to convert LHD and ODH historical data into the Contractor-hosted EH DSI solution. Throughout the EH DSI solution implementation, the Contractor must update and maintain, as needed, the approved Historical Data Conversion Plan until all required data is converted. In addition to addressing the conversion strategy the Conversion Plan must include the following elements, at a minimum:

- Data mapping specifications;
- Testing;
- Timing considerations;
- Data cleansing;
- Data loading;
- Error identification and correction and;
- Data validation;
- Data reconciliation and
- Data auditing (logging the entries).

Historical Conversion Import Tool. The Contractor must develop and implement the Historical Conversion Import Tool that will import ODH and LHD data that is formatted according to the Conversion Plan. The Conversion Plan must also describe how to successfully use the tool.

Historical Conversion Manual Data Entry Form. The Contractor must also create a web-based manual data entry form for LHDs or ODH who choose to data enter their historical data into the Contractor-hosted system. The Conversion Plan must also describe how to successfully use this manual conversion data entry form.

The functionality of both the Historical Conversion Import Tool and the historical conversion Manual Data Entry Form must take into consideration at a minimum, the listed elements above.

The Local Health Departments will use the Historical Data Conversion Plan to identify how their internal data will be converted and the resources required to perform the conversion activities. ODH will also use the Historical Data Conversion Plan to identify how State data will be converted and the resources required to perform their conversion activities.

Coordinate Conversion Activities. The LHDs may complete their actual conversion activities by using their in-house staff or third-party contract staff. ODH may also complete their actual conversion activities using their in-house staff or third-party contract staff.

Regardless of the staff the LHDs and ODH choose to use to conduct their conversion activities, the Contractor must coordinate the conversion efforts and identify the specific tasks and timelines in the project schedule.

Support Conversion Activities. The Contractor is also responsible for addressing any issues that arise in using the Historical Conversion Import Tool or manual conversion data entry form. The Historical Data Conversion Plan must also document the Contractor escalation tier in addressing the issues that arise in using the Historical Conversion Import Tool or the Historical conversion manual data entry form.

Contractor Deliverables;

13. Historical Data Conversion Plan.
14. Historical Conversion Import Tool.
15. Historical Conversion Manual Data Entry Form.

State Responsibilities:

1. Provide access to ODH/BEH and OMIS staff as appropriate.
2. Review and approve the Historical Data Conversion Plan.

6. Transmittal Data Import Services.

The Contractor must develop a Transmittal Data Import Plan that includes the recommended import strategy for LHD transmittal data. The Contractor must incorporate in the EH DSI solution a Transmittal Import Tool and a web-based Transmittal Manual Data Entry Form. In addition to addressing the transmittal import strategy the Transmittal Data Import Plan must include the following elements, at a minimum:

- Data mapping specifications;
- Testing;
- Data cleansing;
- Data loading;
- Error identification and correction and;
- Data validation;
- Data reconciliation and
- Data auditing (logging the entries).

Transmittal Import Tool. The Contractor must develop the Transmittal Import Tool that will import the data that is formatted according to the Transmittal Data Import Plan. The Transmittal Data Import Plan must also describe how to successfully use this tool.

Transmittal Manual Data Entry Form. The Contractor must also create a manual data entry form for the LHDs or ODH who choose to data enter their transmittal data into the Contractor- hosted solution. The Transmittal Data Import Plan must also describe how to successfully use this manual data entry form.

The functionality of both the Transmittal Data Import Tool and the Transmittal Manual Data Entry Form must take into consideration at a minimum, the listed elements above.

Coordinate Transmittal Import Activities. The LHDs may complete their actual data transmittal activities by using their in-house staff or third party contract staff.

Contractor Deliverables;

16. Transmittal Data Import Plan.
17. Transmittal Import Tool.
18. Transmittal Manual Data Entry Form.

State Responsibilities:

1. Provide access to ODH/BEH and OMIS staff as appropriate.
2. Review and approve the Transmittal Data Conversion Plan.

7. Training and User Manuals.

The Contractor must assist ODH with the setup of the training environment via the internet that replicates the production environment. Must conduct at least 1 training session for every type of audience in-house and provide online demos (webinars).

Course Design and Scheduling. The Contractor must develop the Training Plan based on the functional and technical components of the system. Training must be provided for multiple types of courses and audiences (e.g., ODH training, Local Health Department Training, other State Agency users). The Training Plan must include curriculum designed for Contractor instructor led courses and ODH Train the Trainer courses and webinars.

The Training Plan must include:

- Learning objectives
- A matrix of ODH staff and which components of the training each group will need;
- A description of all training method to be used (e.g. hands on, webinar, lecture...);
- A description of all training materials that will be required/developed/used;
- Recommended follow-up activities that ensure training transfers to the workplace. Trainees must have a formalized help-desk for questions at least 30 days after implementation;
- A description of the activities and practice exercises;
- A description of any electronic (web based, CBT etc.) assessment tools or other computer based training options. In the event ODH decides to develop any of the content into e-learning, the Contractor must provide assistance with any training development, implementation, feedback and review of the materials;
- A training manual for training groups which could be copied and distributed; and
- A description of the levels of online help will be incorporated into the system.

The Contractor must provide training in the categories listed below.

1. **Webinar/demo** - The Contractor must provide webinar demonstrating the major functions within the EH DSI solution appropriate for all levels of users. This webinar will be utilized for training and made a part of the final EH DSI solution so the new users will have an online training tool to assist in learning the system's functionality.
2. **UAT Staff** - The Contractor must train appropriate ODH/LHD staff, not to exceed 12 ODH/LHD staff in the functions, work flow, features, configuration, and operations of the EH DSI for successful execution of UAT.
3. **Train the Trainer End User Training** - The training must be geared toward the understanding of the overall operation of the functions and administration of the EH DSI.
 - a. The Contractor must provide this training for a maximum of 20 ODH user/management and administrative Train-the-Trainer staff.
 - b. The ODH Train-the-Trainer staff will train other ODH/LHD staff.
 - i. The instructor(s) must train, coach and mentor ODH trainers as they learn the curriculum.
 - ii. This training must cover using tools related to user configuration, management and administration of business rules.
 - iii. This training must cover tools related to profiles, management reports, reassignment, workflow/work list, dashboards and thresholds.
 - iv. This training must cover the overall end-user experience and workflow for program staff using the EH DSI solution package for day to day operations for the State's EH program and common supportive requirements.
 - v. This training must cover the overall user experience for the external facing EH Portal used by ODH internal and external users for viewing and self-service tasks.

Training Facilities. ODH will provide classrooms at a designated State training site. Classrooms include internet connections and materials (personal computers, desks, chairs, etc.) necessary for 12 to 15 students per class. The training presentation style must be hands-on, instructor led. ODH may record any training sessions and use any training materials for future training, user documentation, or promotional use.

Training Materials. The Contractor must develop necessary training materials for all courses. All training materials must be reviewed and approved by ODH prior to the start of training. The Contractor must provide the rights to reproduce training materials as needed.

Training Delivery. Prior to deployment, the Contractor must submit a letter certifying the completion of functional and technical (if necessary) training.

Creation of User Manuals. The Contractor must create or update, maintain throughout the project lifecycle and provide at Project Close Out the following documentation:

- **User Documentation.** User Documentation for the EH DSI solution must include, but is not limited to: log-on and log-off procedures, basic access, user account, user role and help procedures and navigation instructions. The Contractor must prepare user documentation for each functional component of the EH DSI solution.
- **System Administration Documentation.** The System Administration Documentation must describe the operation and administration of all administrative functions included in the EH DSI solution. This documentation must describe the security roles necessary for the operation and administration of each function. The manual must be organized by the audience (LHD, STATE etc.) and administrative function.

Contractor Training and User Manual Deliverables:

19. Training Plan.
20. Training Curriculum.
21. Training Materials.
22. Letter Certifying Completion of Training Delivery.
23. User and System Administration Documentation.

State Responsibilities:

1. Provide access to ODH/BEH and OMIS staff as appropriate.
2. Identify ODH Train-the-Trainer staff who will be participating in the delivery of EH DSI end-user training.
3. Ensure that identified ODH staff complete user training.

8. User Acceptance Test (UAT).

The Contractor must develop, a UAT plan that covers, at a minimum:

- Documentation of UAT cases, scripts, procedures, timelines and processes;
- Training of designated UAT staff before the actual testing;
- Scope of the tests and expected outcomes for both software functionality and manual procedures; and
- Methods for reporting, reviewing, and correcting discrepancies identified during UAT.

Monitor and Support the UAT Processes. The Contractor must monitor and support the UAT process. During UAT, staff trained by the Contractor must use the system to test the system functionality. The Contractor must support this effort in the following ways:

- Provide data to execute the user acceptance test;
- Provide full time, on-site Contractor staff to assist staff for the first two weeks of the UAT and have these specialists on-call throughout the duration of UAT; and
- Work with staff to operate the system.

Log, Track and Resolve System and Database Problems. The Contractor must track all defects throughout UAT and repair the defects throughout the UAT process. All corrections must be reported to the ODH Project Manager.

Produce UAT Final Report. The Contractor must provide the UAT Final Report which includes the UAT outcome. The UAT Final Report must include enough information to permit the ODH to validate that the test has been successfully executed. The Contractor must include all defects identified and their resolutions in the UAT Final Report.

Certify System is ready for Deployment. The Contractor must provide a UAT certification letter, in writing, that UAT was successfully completed and the system is ready for production.

User Acceptance Test Deliverables

24. UAT Test Plan.
25. Conduct user acceptance testing, documenting results of testing, and providing support for identification of resolutions to issues arising from testing, including fixes and modification and documentation.
26. Certification letter stating that all user solution and functionality acceptance testing has been conducted and successfully completed, and the EH DSI solution is ready for production.
27. UAT Final Report.
28. Certification letter stating that all user solution and functionality acceptance testing has been conducted and successfully completed, and the EH DSI solution is ready for production.

State Responsibilities:

1. Provide access to ODH/BEH and OMIS staff as appropriate.
2. Identify ODH staff who will be participating in the training and assist with acceptance testing.
3. Assist in user acceptance testing, including identification of issues and potential resolutions to resolve the issues.
4. Ensure that identified State staff complete user training and assist with user acceptance testing.
5. Review all user acceptance testing documentation providing revisions and /or acceptance as appropriate.

9. Implementation and Acceptance.

During the implementation and acceptance of the Contractor-hosted EH DSI solution, the Contractor must provide assistance and support to implement and test the proposed “end-user” EH DSI software solution including all required tools in the State’s user environment. The implementation must include the web-enabled EH portal, tools and functionality that will enable the State and its identified business partners and other users as appropriate the ability to activate and perform all required solution functionality and processes to effectively complete business tasks and activities.

The Contractor must provide all proposed EH DSI solution hardware, software, installation, configuration and testing of all components of the proposed EH DSI solution. System and user acceptance testing will be a joint effort between the Contractor and ODH and its designees.

Before user acceptance testing is initiated, the Contractor’s Work team must deliver end-user functionality and administrative training as necessary and as developed for the Work for State staff participating in user acceptance testing.

During implementation and testing activities the Contractor must provide support and resolve all hardware and software system performance issues and deficiencies. The Contractor’s Work team must perform all necessary fixes and modifications to the software or solution tools to ensure system performance reaches acceptable levels in the EH DSI solution’s production environment.

Successful completion of the implementation and acceptance testing of the EH DSI Support solution and hosting environment must be documented by the Contractor and submitted for review and final acceptance by the ODH Project Manager.

Implementation and configuration of the EH DSI solution including all required and identified functionality in the production environment with appropriate access to functionality, processes and data.

Contractor Deliverables:

29. Implementation Plan.
30. Business Continuity Plan.
31. Backup/Disaster Recovery Plan.
32. Certification letter indicating that the EH DSI database software solution and data structure environment has been implemented.
33. The Contractor must organize and turn over to ODH, in an electronic form, all files, documents and other Work artifacts produced for use by ODH internal staff or ODH partners within 90 days after acceptance of the final Post-Implementation Support.

State Responsibilities:

1. Provide access to ODH/BEH and OMIS staff as appropriate.
2. Review and approve Implementation Plan, Business Continuity Plan and Backup/Disaster Recovery Plan.

10. Post-Implementation Support.

The Contractor must provide post implementation “on-going production” support for the EH DSI solution through the term of the Contract, including annual renewals. The Contractor must develop and submit for approval a Post-Implementation Support Plan which identifies both the Contractor and the State production environment activities and responsibilities, at a minimum this document must identify:

- The Contractor’s methodology and processes for upgrading and enhancing the EH DSI solution’s hardware infrastructure and base software components (e.g., application software, tools, database, etc.);
- The Contractor’s on-going production responsibilities, including at minimum proposed solution administration/operations, technical support and hardware/software maintenance support;
- Other Contractor solution consulting and support services that are available to the State; and
- State responsibilities as they may pertain to the on-going production hardware and software implemented for the Contractor-hosted EH DSI web-enabled user environment.

Contractor Responsibilities and Deliverables:

34. Post-Implementation Support Plan.
35. Provide production technical support via a toll free number for appropriate State (e.g. ODH, LHD) staff to call regarding user or solution questions. Production technical support must be provided from 7:00 a.m. to 8:00 p.m. Columbus, Ohio local time during State business days.
 - a. Incoming calls must be responded to within two hours and substantive responses to user questions must be provided within eight hours (e.g., assistance resolving minor support/administrative issues, retrieving desired data, formatting and saving queries and reports, interpreting query results, alternative ways to group, present, or otherwise enhance the understanding of reports, etc.),
 - b. Calls of a critical nature (e.g., system down, critical functionality not working correctly, etc.) must be responded to within one hour and substantive responses or resolution provided within four hours, and
 - c. The Contractor must provide a complete response or resolution to all calls within 48 hours of the call being logged or a time mutually agreed to by the Contractor and the State.
36. Provide production environment maintenance and support of the Contractor-hosted EH DSI solution and State web-enabled user software and tools, including:
 - a. Updates, patches and repairs;

- b. Correction of application defects; and
 - c. On-site technical support as required.
37. Provided routine system metrics as follows, including documenting problems encountered during implementation of the EH DSI solution and during on-going production support period:
- a. Problem description;
 - b. Type of problem;
 - c. Number of problems;
 - d. Anticipated fix date;
 - e. Resolution; and
 - f. Frequency of problem occurrence and problem cause(s).
38. Identification of timeframes for correcting application and database defects.

State Responsibilities:

1. Review Post Implementation Support Plan providing feedback, revisions and approval as appropriate.
2. Review Contractor provided Work artifacts and documentation providing feedback, revisions and approval as appropriate.
3. Provide appropriate feedback on solution response time, user functionality and system operations.
4. Review, provide revisions and/or approve Contractor Deliverables and applicable system changes.
5. Maintain all solution software and tool licensing and maintenance support for the State's user and business consultant environments. Note: The Contractor is responsible for all solution hardware, system software, application software and tools and database software licensing and maintenance support.
6. Provide Final Project acceptance.

Service Level Agreement (SLAs). The Contractor must meet the following performance specifications for the Service Level Agreements (SLAs) to be established between the Contractor and ODH. The section contains the expectations related to service level commitments and the implications of meeting versus failing to meet the service level requirements and objectives, as applicable. Additionally, this section defines ODH's detailed performance, management, and reporting requirements for the Project and to all subsequent ongoing Project services that are contracted under future IDAs between the State and the Contractor related to the Contractor-hosted EH DSI solution.

Both the State and the Contractor recognize and agree that new categories of Service Levels and performance standards may be added or adjusted during the term of the Contract as business objectives, organizational objectives and technological changes permit or require.

The Contractor will not be liable for any failed Service Level caused by circumstances beyond its control, and that could not be avoided or mitigated through the exercise of prudence and ordinary care, provided that the Contractor immediately notifies the State in writing and takes all steps necessary to minimize the effect of such circumstances and resumes its performance of the Services in accordance with the SLAs as soon as possible.

- a. Monthly Service Level Reporting. On a State accounting monthly basis, the Contractor must provide a written report (the "EH DSI Monthly Service Level Report") to the State which includes the following information:
 - the Contractor's quantitative performance for each Service Level;
 - the amount of any monthly performance credit for each Service Level;
 - the year-to-date total performance credit balance for each Service Level and all the Service Levels;
 - a "Root-Cause Analysis" and corrective action plan with respect to any Service Levels during the preceding month; and
 - a trend or statistical analysis with respect to each Service Level as requested by the State.

The EH DSI Monthly Service Level Report will be due no later than the tenth (10th) accounting day of the following month.

b. Service Level Review.

- i. Initial Review: Approximately three months before the EH DSI solution is transitioned to production, ODH and the Contractor will meet to review the Service Levels as defined in the RFP and discuss possible modifications to the Service Levels. Any changes to the Service Levels will be only as mutually agreed upon in writing.
- ii. Ongoing Review: On an ongoing basis, ODH and the Contractor will meet to review the Service Levels and the Contractor’s performance on a mutually agreed to frequency.

Service Level Commitments. The Contractor will meet the Service Level commitment for each Service Level set forth in the charts below:

Service Level	State Requirements		
	Support Hours	Response	Required Resolution
System Availability. The Contractor-hosted EH DSI solution must provide for the continuation of business with no interruptions and loss of services, other than for scheduled application software and database updates, upgrades and software maintenance.	5:00am – 11:59pm (Columbus, Ohio local time, 7 days a week)		
Disaster Recovery & Business Continuity. Contractor must provide standard disaster recovery business continuity procedures and processes.			Services must be restored within 72 hours.
User Support. Contractor must provide ongoing service to all users on accessing the system and using the system functions within 24 hours of request.			
Issue Resolution. Mean Time to Repair/Resolve (Critical Items)		Contractor response every 4 hours until resolution	<= 24 hours
Issue Resolution. Mean Time to Repair/Resolve (Urgent Items)		Contractor response every 8 hours until resolution	<= 72 hours
Record Search Time. The response time must be within four (4) seconds for 95 percent of record searches.		Contractor response every 8 hours until resolution	<= 72 hours
Record Retrieval Time. The response time must be within four (4) seconds for 95 percent of records retrieved.		Contractor response every 8 hours until resolution	<= 72 hours

Service Level	Support Hours	State Requirements	
		Response	Resolution
Screen Edit Time. The response time must be within two (2) seconds for 95 percent of the time.		Contractor response every 8 hours until resolution	<= 72 hours
New Screen/Page Time. The response time must be within two (2) seconds for 95 percent of the time.		Contractor response every 8 hours until resolution	<= 72 hours
Print Initiation Time. The response time must be within two (2) seconds for 95 percent of the time.		Contractor response every 8 hours until resolution	<= 72 hours
EH DSI Portal Response Time. The response time must be within four (4) seconds for 99 percent of the time.		Contractor response every 8 hours until resolution	<= 72 hours

Issue Resolution Definitions.

- a. Mean Time to Repair/Resolve (Critical Items): Mean time to repair (critical items) will be measured from time an Issue is reported to the Contractor's Help Desk and is entered into the EH DSI Issue Tracking System to the point in time when the Issue is resolved or a workaround is in place and the Contractor submits the repair to the State for confirmation of resolution.
- b. Mean Time to Repair/Resolve (Urgent Items): Mean time to repair (urgent items) will be measured from time an Issue is reported to the Contractor's Help Desk and is entered into the EH DSI Issue Tracking System to the point in time when the Issue is resolved or a workaround is in place and the Contractor submits the repair to the State for confirmation of resolution.
- c. Record Search Time: The time elapsed after the search command is entered until the list of matching records appears on the monitor.
- d. Record Retrieval Time: The time elapsed after the retrieve command is entered until the record data appears on the monitor.
- e. Screen Edit Time: The time elapsed after the last field is filled on the screen with an enter command until all field entries are edited with the errors highlighted.
- f. New Screen/Page Time: The time elapsed from the time a new screen is requested until the data from the screen appears on the monitor.
- g. Print Initiation Time: The elapsed time from the command to print a screen or report until it appears in the appropriate queue.
- h. EH DSI Portal Response Time: The elapsed time from the command to view a response until the response begins to appear on the screen.

If any of the service level performance standards indicated above are not maintained for the Contractor-hosted EH DSI solution for any monthly period, the State may be entitled to a 10% credit. The credit will be calculated by dividing the Contractor's Annual Hosting Services rate as documented in the Contractor's Cost Summary, Table C. divided by 12 months times the 10% credit. All credits accumulated will be provided by the Contractor as "services credits" which will be applied towards future EH DSI Project work and services. Any accumulated services credits remaining at the termination or expiration of the Contract will be paid in full to the State.

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

Attachment Four: Acceptance and Maintenance – Standards of Performance and Acceptance, Supplement Two – Functional and Technical Requirements and Attachment Two, Interval Deliverable Agreement describe the procedure and criteria for testing.

Transfer of System. On notice from the State, the Contractor will cooperate fully with the State and any of its contractors and provide all assistance and information reasonably necessary to smoothly and efficiently transfer the State's (e.g., ODH, LHDs) data to appropriate ODH and LHD internal systems or to an external third party system, including transferring all data input into the system by the State or others, and all data generated by the system based on such input, and any file structure, schema, or similar information reasonably necessary to transfer the State's data to another system and make use of that data in a seamless process. This also may include providing an interface or working with others to develop and implement an interface for such a transfer, as well as running the system in parallel with the other system during the transition period. In addition, the Contractor must assist the State in the development of a Transfer of System – Transition & Staffing Plan.

Work Hours and Conditions. The Contractor must work with the State's EH DSI project staff and other contractors who may be involved with the ODH/BEH Environmental Health Data System Integration work. Normal working hours are 8:00 a.m. to 5:00 p.m., Columbus, Ohio local time, with a one-hour lunch period. The Contractor must ensure that appropriate Contractor resources are available to interact with State Project staff and perform the Work identified in this RFP.

PART TWO: INTERVAL DELIVERABLE AGREEMENT

Interval Deliverable Agreement (IDA). The State may use the Interval Deliverable Agreement (IDA) model for future work (e.g. implementation of additional environmental programs) or other work identified during the life of the Contract that cannot be defined to the appropriate level of detail during the RFP process. The Contractor must work with designated State staff to develop the deliverables and identify all work for each IDA. Deliverables or sub-deliverables will be defined prior to the start of each designated interval, and monitored throughout the designated interval and the life of the Contract. The IDAs will be identified and agreed to at least 30 days in advance of the beginning of the interval. For each IDA, the State and the Contractor will agree, in writing, to specific deliverables, work assignments, sub-deliverables, services to be provided using time and materials, the length of the interval, due dates, and Contractor staffing requirements based on positions and not-to-exceed hourly rates quoted in the Rate Card on the Cost Summary. The IDA is not effective until the State and Contractor have signed the agreement and a purchase order is issued to the Contractor. The agreed-upon IDA will be incorporated into the Contract.

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

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

If the IDA so indicates, there will be a period for performance testing in a production environment specific to the deliverables identified in the IDA. Prior to the performance period, the State, with the assistance of the Contractor, will perform user acceptance testing. Specifics of the performance period such as the timeframe, resources, support required, entrance and exit performance criteria, and standards of performance will be determined by the State, negotiated with the Contractor and incorporated in the IDA. The performance criteria in the IDA may be supplemented with relevant user manuals, technical materials and related writings, to the extent that the specifications in those writings supplement and refine rather than contradict the performance criteria in the IDA. Acceptance of the Deliverable depends on a successful completion of the performance period defined in this section and the IDA. This section applies

to the Deliverables defined in the IDA, and any part of it, as well as replacements or substitutes for the Deliverable after completion of a successful performance period.

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

If the Work fails to meet the standard of performance and exit criteria during the performance period, the Contractor will be in default and will not have a cure period. In addition to all other remedies the State may have under this Contract, the State will have the right to request correction or replacement of the relevant portion of the IDA.

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

All IDAs must contain the following information, at a minimum:

- The designated interval length for each IDA.
- Goals and Objectives for the interval.
- Deliverables to be completed or partially completed during the interval. This will include, but not be limited to:
 - Deliverable Name;
 - Description of Deliverable including tasks or milestones to be completed;
 - Detailed acceptance criteria and standards of performance;
 - State dependencies identified by the Contractor for successful completion of the Deliverable;
 - Deliverable Due Date;
 - Risks associated with delays and incomplete Deliverables; and
 - Fixed pricing for each Deliverable based on staffing requirements (services to be performed, identification of Contractor staff resource by name and position, number of hours allocated to the task for each assigned position, individual hourly rate for each Contractor resource assigned to a task, etc.).

The State may identify tasks and services that will be billed on a time and material basis. The State does not anticipate a need for time and material services for the Work, however in the event that time and materials work is appropriate, at the sole discretion of the State, the following information, at a minimum, must be provided in the IDA:

- Name, title, identification of the employer (prime or subcontractor) and number of staff;
- Staff work hours with any known exceptions noted;
- Description of the work to be performed by the Contractor;
- Specific Contractor resources assigned;
- Individual rate for each Contractor resource assigned;
- Projected number of Contractor hours allocated (per resource);
- Dates covered in the work;
- Dependencies;
- Management or staffing issues;
- Standards of performance; and

- Work Breakdown Schedule (WBS) for all Work in the IDA.

In addition, the following information may also be required:

- Staffing Issues
- Required work related travel and training.

It is the Contractor's responsibility to provide qualified professionals to meet the goals, tasks, and objectives of each IDA.

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

PART THREE: SPECIAL PROVISIONS

Software Licenses. The Contractor must provide or arrange for appropriate software licenses to meet the internal, external and general public user access to the Contractor's proposed hosted EH DSI solution necessary to meet the requirements of this RFP. The State requires a license that provides adequate usage rights to meet the State's current need, as identified in this RFP and as disclosed in the offeror's Cost Summary. The EH DSI software licensing model provided by the Contract will allow all users as identified in this RFP will need to have access as appropriate (e.g., user permissions) to applicable information and data in the Contractor-hosted EH DSI solution. The EH DSI software licensing also gives the State the right to provide the authorized individuals access to the EH DSI solution 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 Work 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 Work 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 Work Representative (e.g., ODH Project Manager), who will review (or delegate review of) the materials or documents within a reasonable time after receipt, as specified in the Work Plan.

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

If the State agrees the Deliverable is compliant, the Work Representative will indicate that by signing the Deliverable Submittal Form and returning a copy of it to the Contractor. In addition, if the Work Representative or designee determines that the State should make a payment associated with the Deliverable, the Work 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 Work is conditioned on a successful performance test upon completion of the Work.

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

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

Phase Payments for Milestone/Deliverables	Payment
A. EH DSI – IMPLEMENTATION SERVICES	
1. Work Initiation	Upon acceptance of all applicable Deliverables for the phase.
2. Requirements Affirmation and Documentation	“
3. User Configuration Management	“
4. Design and Development of Customized Functionality	“
5. Historical Data Conversion Services	“
6. Transmittal Data Import Services	“
7. Training and User Manuals	“
8. User Acceptance Test (UAT)	“
9. Implementation and Acceptance	“
10. Post-Implementation Support	“
B. EH DSI – SOFTWARE LICENSES & TOOLS	
Software Licenses & Tools	Upon delivery, installation and receipt of an appropriate invoice.
C. EH DSI – SOFTWARE LICENSES & TOOLS	
Hosting Services	Annual

Notes regarding the Payment Milestone/Deliverable table provided above:

- a. Cost associated to item #1 activities, Detailed Work Plan & Methodology should be no more than 5% of the Offeror's Total EH DSI – Implementation Services Cost (Table A) as provided in the Cost Summary.
- b. Costs for items #2-10, should be at least 1%, but not more than 20% of the Offeror's Total EH DSI – Implementation Services Cost (Table A) as provided in the Cost Summary.

Upon receipt of a signed Deliverable Submittal Form (in the form of Attachment Six – Sample Deliverable Submittal and Acceptance) indicating the State agrees that the Deliverable / Milestone 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 a proper invoice for that Deliverable or Milestone, according to the payment schedule identified above.

The State will withhold 10% of each EH DSI Implementation Deliverable / Milestone payment proposed by the Contractor as retainage, which the State will pay only on completion and acceptance of the Work. The State will pay any such retainage over the 12-month warranty period in equal monthly payments.

Reimbursable Expenses. None.

Bill to Address.

Ohio Department of Health
Accounts Payable – 4th Floor
PO Box 118
Columbus, Ohio 43216-0118

Location of Data. All State data must be maintained onsite at the Ohio Department of Health, or at a regulated State of Ohio facility under the supervision of Ohio IT and/or another state agency approved and authorized by the Ohio Department of Health. Subject to Executive Order 2011-12K, all services must be performed within the 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 Work and all of the offeror's claims of meeting the RFP's requirements. Each Proposal must respond to every request for information in this attachment, whether the request requires a simple "yes" or "no" or requires a detailed explanation. Simply repeating the RFP's requirement and agreeing to comply may be an unacceptable response and may cause the Proposal to be rejected.

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

Each Proposal must contain the following:

- Vendor Information Form (OBM-5657)
- Subcontractor Letters
- Offeror Certification
- Offeror Description
- Offeror Profile Summary Forms
- Personnel Profile Summary Forms
- Proposed EH DSI Solution
 - EH DSI Requirements Response – Supplement One
- Staffing Plan and Time Commitment
- Work Management Methodology
- Work Plan
- Assumptions
- Support Requirements
- Bond Commitment
- Conflict of Interest Statement
- Proof of Insurance
- Payment Address
- Legal Notice Address
- W-9 Form
- Declaration Regarding Terrorist Organizations
- Standard Affirmation and Disclosure Form (EO2011-12K)
- Affirmative Action

Cost Summary (must be in a separately sealed package)

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

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

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

5. A statement that the subcontractor has read and understood the RFP and will comply with the requirements of the RFP.

Offeror Certification. 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 Work, and any other background information that will help the State gauge the ability of the offeror to fulfill the obligations of the Contract.

Offeror Profile Summary Forms. 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.
 - **Work Name.** The offeror must provide the name or title for the work, such as a project name, from which it obtained the mandatory experience.
 - **Dates of Experience.** The offeror must complete this area with a beginning month and year and an ending month and year to show the length of time the offeror performed the work, not just the length of time the offeror was engaged by the reference.
 - **Description of the Related Service Provided.** The State will not assume that, since the experience requirement is provided at the top of the page, all descriptions on that page relate to that requirement. The offeror must reiterate the experience being described, including the capacity in which the work was performed and the role of the offeror on the Work. It is the offeror's responsibility to customize the description to clearly substantiate the qualification.
 - **Description of how the related service shows the offeror's experience, capability, and capacity to develop the Deliverables and do the Work.**

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

- 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 Summary Forms. Each Proposal must include a profile for each key member of the proposed work team. This RFP includes Personnel Profile Summary Forms as Attachment 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 Work 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 work experiences, the offeror must explain why. The State may reject the Proposal if less than three work experiences 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) 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 Work. 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 EH DSI Solution. The offeror must describe in detail how its proposed hosted EH DSI solution meets the program, common supportive 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.

Additionally, the offeror must describe how its proposed solution will provide the following:

Hosting Services. The State requires a solution where the State has no responsibility for the operations and administration of the database, the environmental health software, or the technical infrastructure and associated processes and procedures. The proposed solution's functionality and data must be accessible through the web and must be secure.

The hosting services description must document that the environmental health software solution services the offeror will provide is accessible to web-enabled personal computer by accessing the offeror's computer system(s) and infrastructure via the Internet.

Database and Data Services. The offeror must provide a description of its proposed methodology, procedures and processes for:

- Database construction and structure;
- Data conversion (e.g., State's historical data); and
- Data import (e.g., State's transmittal data).

User Interface and Public Access. The offeror must provide an overview of the user interface that will be utilized by the State to access the proposed EH DSI solution. This overview must describe the solution functionality available to the State's user community (e.g., internal users, external users and general public), including standard and ad hoc reporting and query features and capabilities.

The user interface must be provided via a user-friendly web-enabled interactive environment and provide support for a wide variety of users at all levels of program activities.

Business Continuity. The offeror must provide a description of its "Business Continuity Plan" for the EH DSI solution for the State's business environment. The Business Continuity Plan at a minimum must provide, a hosted solution that:

- Is recoverable from and remains in operation during an unexpected crisis, including backup and disaster recovery process and procedures;
- Provides continuation of business from 5:00 a.m. to 11:59 p.m., Columbus, Ohio local time, seven (7) days a week with no interruptions and loss of services, other than for scheduled application software and database updates and upgrades; and

- Provides a business continuity plan and methodology that is easily adaptable to vulnerabilities, ever-changing threats and integrates privacy and security into the business continuity process.

Workflow Management Capabilities. The offeror must provide a description of its Workflow Management capabilities and functionality that are provided for in the proposed hosted EH DSI solution.

It is preferred that the offeror's hosted solution provides a process automation and Workflow Management component that will simplify the automation of EH Program specific processes (e.g., License/Permit, Plan Review, etc.) which spans the EH DSI solution. The Workflow Management component should provide the functionality that will simplify maintenance of EH Program process changes in the future.

The offeror description must discuss the proposed Workflow Management solution's capabilities and functionality for the following:

- Support for:
 - Definition and modeling of workflow processes;
 - Run-time control functions concerned with managing the workflow process in the EH DSI operational environment and sequencing the various activities to be handled as part of each process; and
 - Run-time interactions with users and Information Technology (IT) application tools for processing the various activity steps.
- Capable of:
 - Coordinating the interactions between the workflow engine and participating ODH/LHD staff to manage the work required to execute a workflow process, including:
 - Work queues for each participating staff member;
 - Alerts to the presence of work;
 - Other triggers, timers, and alerts to support workflow; and
 - Status indicators to mark work in progress or completed.
- Supervisory/Administrative support operations:
 - Assignments/re-assignments and priorities;
 - Status querying and monitoring of individual documents and other work steps;
 - Work allocation and load balancing;
 - Approval for work assignments and work deliverables via a tiered approach;
 - Ability to take necessary action or provide notification when corrective action is needed, including the ability to modify and abort a workflow process;
 - Ability to select and generate an email or letter to notify the customer of missing documents; and
 - Ability to monitor key information regarding a process in execution, including:
 - Estimated time to completion;
 - Staff assigned to various process activities; and
 - Any error conditions.
 - Ability to monitor workflow indicators and statistics by sub-process, organization, or individual staff members, including:
 - Work in queue by priority;
 - Throughput;
 - Individual and organizational productivity; and
 - Current activity by individual staff member.

Note: The State has identified specific Workflow Management common supportive requirements in Supplement Two – EH DSI Requirements, Section 2.4 Workflow Management, which should be responded to in the Offeror's response to Supplement Two.

Software Licensing Methodology and Model. The offeror must provide a description of the Software Licensing Methodology and Model for all Commercial Software as proposed to meet the internal, external and public access user requirements for the offeror's proposed hosted EH DSI solution. The description of the software licensing methodology and model must include the following:

- A list of all of the offeror's proposed software products and tools, to meet the requirements identified in the RFP; including the software usage rights;
- The planned usage for internal, external and general public access; and
- Identify whether the usage will require development, testing, backup, and disaster recovery copies.

Additionally, the offeror should also include information on the proposed EH DSI solution regarding the following:

- Describe the offeror's policies and procedures regarding HIPAA compliance;
- Describe the offeror's capabilities to integrate mobile applications within the proposed solution;
- Describe the offeror's capabilities to provide for the State's ability to create customized reports/queries, please include a list of offeror recommended software products and tools (e.g., Crystal Reports, etc.) that are being utilized currently by your clients;
- Describe the offeror's production support offering and capabilities;
- Describe the offeror's notification procedures to escalate notification of security issues, including breaches and attempted breaches, to the ODH chief security official and other ODH staff as appropriate;
- Describe the offeror's process for upgrading and enhancing the architecture and infrastructure environment (e.g., hardware, system software and tools, network components, etc.) that will support the proposed EH DSI solution;
- Describe the average cycle time by which new versions and upgrades of the software are released, and how consistently this has occurred historically; and
- Describe how software changes or enhancements are incorporated into a release, and the quality assurance program governing this process.

Optional Services – Backup / Disaster Recovery Copies. The offeror must provide a description of its capability to provide copies of EH DSI data in its entirety to the State on a regular basis (e.g., daily, weekly, monthly, etc.). The description should include the procedures, means, type of media available, format of the data, the frequency (e.g. daily, weekly, monthly, etc.) and the associated cost for the service. Costs should be provided in Attachment Eleven – Cost Summary, table F. Optional Services. (No costs should be provided in the offeror's Technical Proposal response.)

EH DSI Requirements Response – Supplement One. The offeror's proposed solution for the program, common supportive and technical requirements documented in Supplement One of this RFP should be met with the offeror's proposed hosted solution.

Supplement One is being provided as a Microsoft Excel document through the State's Procurement Website as a convenience for responding to the RFP. **The Supplement's format and content must not be modified.** If the requirements or format provided in the supplement are modified, reformatted or omitted, the offeror's response may be disqualified.

For each requirement documented in the RFP the offeror must provide a narrative description of its solution. The offeror must also provide a summary of any COTS products or other software tools that will be used to meet the requirements. For each requirement identified, the offeror must indicate how the requirement (program, common supportive or technical) is delivered by checking one of the following boxes in Supplement One:

Out of the Box: Requirement will be fully met with out-of-the-box functionality that can be presented for business use with minimal effort beyond tuning a feature “on” or “off” (e.g., built in processes, rules or reports).

Configuration Required: Requirement will be met with functionality that can be presented for business use after modifications utilizing the software configuration tools. This would include managing or creating new business rules or process flows via tools provided as part of the proposed COTS software.

Customization Required: Requirement will be met with functionality that can be presented for business use only after a new module or plug-in is developed. Modules or plug-ins would be created in a programming or scripting language and leverage low level application infrastructure such as API's, messaging, integration technologies, or services to exchange data or execute logic within the COTS solution. This would also include any updates the software vendor would make to the core code as part of a future release or service pack.

Not Available: Requirement will not be met as part of the offeror's proposed solution.

Offeror Comments / Narrative: The offeror should use this column for narrative and/or additional comments as applicable.

Priority: On a relative scale, this represents how critical the requirement is deemed to be in meeting key objectives of the EH DSI project by the ODH and LHD stakeholders.

- “1” = Low
- “2” = Medium
- “3” = High
- “4” = Most Critical

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.

Staffing Plan and Time Commitment. 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 Work. The staffing plan must show each individual's responsibilities on the Work. The State also requires a staffing plan that matches the proposed Work key personnel and qualifications to the activities and tasks that will be completed on the Work. 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 Work's due date(s);
- The number of people onsite at the State location at any given time to allow the State to plan for the appropriate workspace;
- A statement and a chart that clearly indicate the time commitment of the proposed Work Manager and the offeror's proposed team members including key Work Personnel for this Work during each phase of the Contractor's proposed Work Plan; and
- The offeror also must include a statement indicating to what extent, if any, the Work Manager may work on other projects during the term of the Contract. The State may reject any Proposal that commits the proposed Work Manager or any proposed key Work personnel to other projects during the term of the Work, if the State believes that any such commitment may be detrimental to the offeror's performance.

Work Management Methodology. The offeror must fully describe its work management methodology including: the Work scope and objectives, high-level implementation schedule, implementation approach

and methodology, work products aligned to implementation schedule, staffing plan, assumptions, as well as approach to work/project management and reporting. The implementation approach and methodology strategy should include, at a minimum, the following:

- **Work Management Approach.** The offeror must fully describe its approach to work management and initiation and how it will meet the requirements and provide the deliverables for the Work as set forth in this RFP.
- **Requirements Affirmation and Documentation.** The offeror must fully describe how it will affirm and validate the requirements identified for the Work, and identify other potential requirements that should be included in the Design.
- **User Configuration Management.** The offeror must describe how it will meet the requirements and provided the deliverables for this phase of the Work documented in the RFP.
- **Design and Development of Customized Functionality.** 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 fully describe how the design will be represented, such as through written specifications, design diagrams, a system prototype, etc. At a minimum, the offeror's design approach must include the following design and development phase activities:
 - High-Level,
 - Detail,
 - Documentation & Testing, and
 - Approval.

Additionally, the offeror must describe the offeror's configuration and development approach, methods, tools, and techniques for completing the development process. Of particular importance are the offeror's testing strategies for unit, system, performance, volume and regression testing.

- **Historical Data Conversion Services.** The offeror's Proposal must describe the offeror's approach, methods and tools for the design, development, and implementation of historical data conversion, including support and execution of the conversion activity after implementation.
- **Transmittal Data Import Services.** The offeror's Proposal must describe the offeror's approach, methods and tools for the design, development, and implementation of transmittal data import, including support and execution of the import activity after implementation.
- **Training and User Manuals.** The offeror must describe its proposed approach, methods, tools, and techniques for User and Systems Administration and Support documentation, including ODH Help Desk support, training development, and deployment. In addition, the Proposal must include the activities the offeror will use to train the ODH staff on Help Desk methodologies and support activities required for system configuration and systems administration/support (e.g., password reset, user login issues, etc.). The offeror should include information regarding:
 - Training approaches and what types of training may be offered on site and via the web (e.g., self-directed and live, interactive virtual training, train-the-trainer, traditional classroom training, subscription based training programs, etc.);
 - What the offeror would propose to the State for both initial and ongoing training;
 - Certifications that may be available; and
 - Documentation and tutorials that will be available during and following the Project.

Additionally, the offeror's Proposal must describe their approach, methods, tools, and techniques for developing system and user documentation.

- **User Acceptance Test.** The offeror's proposal must describe the offeror's approach, methods, tools and techniques for user acceptance testing.
- **Implementation and Acceptance.** The offeror's Proposal must fully describe the offeror's approach, methods, tools, and techniques for deploying/implementing the offeror's hosted solution.

- **Post-Implementation Support.** The offeror must fully describe its approach and delivery of post-implementation maintenance and support. The offeror must also describe its proposed approach, methods, tools, and techniques for supporting the proposed hosted EH DSI solution, maintaining its operation throughout the warranty period and on-going production support, and completing appropriate ODH Help Desk level administration and operation support activities to ODH/LHD administrative support staff. The offeror should include information regarding:
 - The offeror's Technical Support organization and structure;
 - Number and size of support centers currently in operation;
 - Hours of operation/availability for the Technical Support organization and centers; and
 - Description of how support issues are fielded, logged, categorized, addressed / staffed, checked for status, and escalated (e.g., the service management model, Tiers I, II, and III, etc.). Estimated ODH Help Desk support roles and responsibilities that will be required by ODH to support, administer, and manage the proposed hosted solution after post-deployment.

Note: ODH will provide 1st Level Help Desk support for State users of the EH DSI solution to submit issues and questions too. The ODH Help Desk will screen the submissions and resolve minor issues as appropriate, such as; password resets, user login, etc. Issues that cannot be resolved by the ODH Help Desk will be submitted to the offeror's EH DSI Help Desk for review and resolution.

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

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

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

- Description of the Work management approach;
- Scope statement that includes the Work objectives and the Work Deliverables and milestones;
- Work Plan that fully describes the approach, methods, and specific work steps for doing the Work and producing the Deliverables consistent with this RFP. The State seeks insightful responses that describe proven, state-of-the-art methods. Recommended solutions must demonstrate that the offeror will be prepared to quickly undertake and successfully complete the required tasks. The Work Plan must, first, address each task and deliverable described in Attachment Two, and second, incorporate a work breakdown structure that includes Work 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 Work continues. The Work elements must include, at a minimum:
 - Work Initiation;
 - Requirements Affirmation and Documentation;
 - User Configuration Management;
 - Design and Development of Customized Functionality;
 - Historical Data Conversion Services;
 - Transmittal Data Import Services;
 - Training and User Manuals;
 - User Acceptance Testing;
 - Implementation and Acceptance; and

- Post-Implementation Support.
- Work breakdown structure as a baseline scope document that includes Work 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 Work continues. The Work elements must include, at a minimum, scope definition, requirements gathering, design, development, conversion, testing, benchmarking, implementation, training, and transition, as applicable;
- High-level and detailed Work schedules for all Work Deliverables and milestones. The offeror must provide the Work schedule as a Microsoft Project Gantt chart, showing all major Work tasks on a week-by-week schedule to serve as the basis for managing the Work. The schedule must clearly demonstrate how the Work will become fully operational by the delivery date. The offeror must give dates for when all Deliverables and milestones will be completed and start and finish dates for tasks. The offeror also must identify and describe all risk factors associated with the forecasted milestone schedule;
- Who is assigned responsibility for each Deliverable within the work breakdown structure to the level at which control will be exercised;
- Performance measurement baselines for technical scope and schedule;
- Major milestones and target date(s) for each milestone that are consistent with this RFP's dates;
- Key or required staff and their expected effort;
- High-level subsidiary Work 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 Work 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.

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.

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

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

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

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 Eleven. 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 Work through the offeror have a possible conflict of interest (e.g., employed by the State of Ohio, etc.) and, if so, the nature of that conflict. The State 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. A current version of the Internal Revenue's W-9 form is available at <http://www.irs.gov/pub/irs-pdf/fw9.pdf> .

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> .

Standard Affirmation and Disclosure Form. The offeror must complete and sign the Affirmation and Disclosure Form (Attachment Ten) as part of its Proposal.

Affirmative Action. Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be completed using: <http://das.ohio.gov/Divisions/EqualOpportunity/AffirmativeActionProgramVerification/tabid/133/Default.aspx> .

Approved Affirmative Action Plans can be found by going to the Equal Opportunity Department's Web site: <http://eodreporting.oit.ohio.gov/searchAffirmativeAction.aspx> .

Copies of approved Affirmative Action plans must be supplied by the offeror as part of its Proposal or inclusion of an attestation to the fact that the offeror has completed the process and is pending approval by the EOD office.

Cost Summary. This RFP includes Cost Summary Forms provided as an Attachment Eleven. **Offerors may not reformat the Cost Summary forms.** Each offeror must complete the Cost Summary Forms in the exact format provided, since the State may reject any Proposal with reformatted Cost Summary

Forms or that is not provided in a separately sealed package. (See: Part Three: General Instructions, Proposal Submittal.)

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

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

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

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 "Work") the Contractor will do and any materials the Contractor will deliver (the "Deliverables") under this Contract. The Contractor must do the Work 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 Work.

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

Term. Unless this Contract is terminated or expires without renewal, it will remain in effect until the Work 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 an expenditure. Therefore, this Contract will automatically expire at the end of each biennium, the first of which is June 30, 2013. The State may renew this Contract in the next biennium by issuing written notice to the Contractor of the decision to do so. This expiration and renewal procedure also will apply to the end of any subsequent biennium during which the Work continues, 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 Work has a completion date that is identified in the RFP Documents. The RFP Documents also may have several dates for the delivery of Deliverables or reaching certain milestones in the Work. The Contractor must make those deliveries, meet those milestones, and complete the Work within the times the RFP Documents require. If the Contractor does not meet those dates, the Contractor will be in default, and the State may terminate this Contract under the 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 Work. The Contractor must deliver any such notice to both the Work Representative and Procurement Representative and title the notice as a "Notice of State Delay." The notice must identify any delay in detail, as well as the impact the delay has or will have on the Work. Unless the State decides, in its sole and exclusive judgment, that an equitable adjustment in the Contractor's Fee is warranted in the case of an extended delay, an extension of the Contractor's time to perform will be the Contractor's exclusive remedy for the State's delay. Should the State determine that an equitable adjustment in the Contractor's Fee is warranted, the equitable adjustment will be handled as a Change Order under the Changes Section of this Contract, and the extension of time and equitable adjustment will be the exclusive remedies of the Contractor for the State's delay.

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

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

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

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

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

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

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

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

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

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

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

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

Sales, Use, Excise, and Property Taxes. The State is exempt from any sales, use, excise, and property tax. To the extent sales, use, excise, or any similar tax is imposed on the Contractor in connection with the Work, such will be the sole and exclusive responsibility of the Contractor. 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: WORK AND CONTRACT ADMINISTRATION

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

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

IV&V contractor assigned to the Work. Such cooperation includes expeditiously providing the IV&V contractor with full and complete access to all Work products, records, materials, personnel, meetings, and correspondence as the IV&V contractor may request. If the State assigns an IV&V contractor to the Work, the State will obligate the IV&V contractor to a confidentiality provision similar to the Confidentiality Section contained in this Contract. Additionally, the Contractor must include the obligations of this provision in all its contracts with its subcontractors for the Work.

Subcontracting. The Contractor may not enter into subcontracts related to the Work after award without written approval from the State. 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 Work. All subcontracts will be at the sole expense of the Contractor unless expressly stated otherwise in the RFP Documents.

The State's approval of the use of subcontractors does not mean that the State will pay for them. The Contractor will be solely responsible for payment of its subcontractor and any claims of subcontractors for any failure of the Contractor or any of its other subcontractors to meet the performance schedule or performance specifications for the Work in a timely and professional manner. The Contractor 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 Work-related records and documents at its principal place of business or at its office where the work was performed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The notice of termination, whether for cause or without cause, will be effective as soon as the Contractor receives it. Upon receipt of the notice of termination, the Contractor must immediately cease all activity on the Work and take all steps necessary to minimize any costs the Contractor will incur related to this Contract. The Contractor also must immediately prepare a report and deliver it to the State. The report must be all-inclusive and must detail the work completed at the date of termination, the percentage of the Work's completion, any costs incurred in doing the Work to that date, and any Deliverables completed or partially completed but not delivered to the State at the time of termination. The Contractor also must deliver all the completed and partially completed Deliverables to the State with its report. 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 Work by using another Contractor on such commercially reasonable terms as the State and the covering contractor may agree. The Contractor will be liable to the State for all costs related to covering for the Work to the extent that such costs, when combined with payments already made to the Contractor for the Work before termination, exceed the costs that the State would have incurred under this Contract. The Contractor also will be liable for any other direct damages resulting from its breach of this Contract or other action leading to termination for cause.

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

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

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

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

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

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

Representatives. The State's representative under this Contract will be the person identified in the RFP Documents or in a subsequent notice to the Contractor as the "Work Representative." The Work Representative will review all reports the Contractor makes in the performance of the Work, will conduct all liaison with the Contractor, and will accept or reject the Deliverables and the completed Work. The

Work Representative may delegate his or her responsibilities for individual aspects of the Work to one or more managers, who may act as the Work Representative for those individual portions of the Work.

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

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

Work Responsibilities. The State will be responsible for providing only those things, if any, expressly identified in the RFP Documents. If the State has agreed to provide facilities or equipment, the Contractor, by signing this Contract, warrants that the Contractor has either inspected the facilities and equipment or has voluntarily waived an inspection and will use 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 Work. The Contractor must coordinate the successful execution of the Work and direct all Work activities on a day-to-day basis, with the advice and consent of the Work Representative. The Contractor will be responsible for all communications regarding the progress of the Work and will discuss with the Work Representative any issues, recommendations, and decisions related to the Work.

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

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

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

If a change causes an increase in the cost of, or the time required for, the performance of the Work, the Contractor must notify the State in writing and request an equitable adjustment in its Fee, the delivery schedule, or both before the Contractor signs the Change Order. If the Contractor claims an adjustment under this section in connection with a change to the Work not described in a written Change Order, the Contractor must notify the State in writing of the claim within five business days after the Contractor is notified of the change and before work on the change begins. Otherwise, the Contractor will have waived the claim. In no event will the State be responsible for any increase in the Fee or revision in any delivery schedule unless the State expressly ordered the relevant change in writing and the Contractor has complied with the requirements of this section. Provided the State has complied with the procedure for

Change Orders in this section, nothing in this clause will excuse the Contractor from proceeding with performance of the Work, as changed.

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

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

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

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

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

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

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

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

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

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

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

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

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

Handling the State's Data. The Contractor must use due diligence to ensure computer and telecommunications systems and services involved in storing, using, or transmitting State data are secure and to protect that data from unauthorized disclosure, modification, or destruction. The State's minimum standard is the NIST 800-53 moderate baseline. To accomplish this, the Contractor must:

- (1) Apply appropriate risk management techniques to ensure security for all sensitive data, including but not limited to any data identified as Confidential Information elsewhere in this Contract.
- (2) Ensure that its internal security policies, plans, and procedures address the basic security elements of confidentiality, integrity, and availability.
- (3) Maintain plans and policies that include methods to protect against security and integrity threats and vulnerabilities, as well as and detect and respond to those threats and vulnerabilities.
- (4) Maintain appropriate identification and authentication process for information systems and services associated with State data.
- (5) Maintain appropriate access control and authorization policies, plans, and procedures to protect system assets and other information resources associated with State data.
- (6) Implement and manage security audit logging on information systems, including computers and network devices.

The Contractor must maintain a robust boundary security capacity that incorporates generally recognized system hardening techniques. This includes determining which ports and services are required to support access to systems that hold State data, limiting access to only these points, and disable all others. To do this, the Contractor must use assets and techniques such as properly configured firewalls, a demilitarized zone for handling public traffic, host-to-host management, Internet protocol specification for source and destination, strong authentication, encryption, packet filtering, activity logging, and implementation of system security fixes and patches as they become available. The Contractor must use two-factor authentication to limit access to systems that contain particularly sensitive State data, such as personally identifiable data.

Unless the State instructs the Contractor otherwise in writing, the Contractor must assume all State data is both confidential and critical for State operations, and the Contractor's security policies, plans, and procedure for the handling, storage, backup, access, and, if appropriate, destruction of that data must be commensurate to this level of sensitivity. As part of the Contractor's protection and control of access to and use of data, the Contractor must employ appropriate intrusion and attack prevention and detection capabilities. Those capabilities must track unauthorized access and attempts to access the State's data, as well as attacks on the Contractor's infrastructure associated with the State's data. Further, the Contractor must monitor and appropriately address information from its system tools used to prevent and detect unauthorized access to and attacks on the infrastructure associated with the State's data. The Contractor must use appropriate measures to ensure that State's data is secure before transferring control of any systems or media on which State data is stored. The method of securing the data must be appropriate to the situation and may include erasure, destruction, or encryption of the data before transfer of control. The transfer of any such system or media must be reasonably necessary for the performance of the Contractor's obligations under this Contract.

The Contractor must have a business continuity plan in place. The Contractor must test and update the IT disaster recovery portion of its business continuity plan at least annually. The plan must address procedures for response to emergencies and other business interruptions. Part of the plan must address backing up and storing data at a location sufficiently remote from the facilities at which the Contractor maintains the State's data in case of loss of that data at the primary site. The plan also must address the rapid restoration, relocation, or replacement of resources associated with the State's data in the case of a disaster or other business interruption. The Contractor's business continuity plan must address short-

and long-term restoration, relocation, or replacement of resources that will ensure the smooth continuation of operations related to the State's data. Such resources may include, among others, communications, supplies, transportation, space, power and environmental controls, documentation, people, data, software, and hardware. The Contractor also must provide for reviewing, testing, and adjusting the plan on an annual basis.

The Contractor may not allow the State's data to be loaded onto portable computing devices or portable storage components or media unless necessary to perform its obligations under this Contract properly and approved by the State's Chief Information Security Officer. Even then, the Contractor may permit such only if adequate security measures are in place to ensure the integrity and security of the data. Those measures must include a policy on physical security for such devices to minimize the risks of theft and unauthorized access that includes a prohibition against viewing sensitive or confidential data in public or common areas. At a minimum, portable computing devices must have anti-virus software, personal firewalls, and system password protection. In addition, the State's data must be encrypted when stored on any portable computing or storage device or media or when transmitted from them across any data network. The Contractor also must maintain an accurate inventory of all such devices and the individuals to whom they are assigned.

Any encryption requirement identified in this provision must meet the Ohio standard as defined in Ohio IT standard ITS-SEC-01, "Data Encryption and Cryptography".

The Contractor must have reporting requirements for lost or stolen portable computing devices authorized for use with State data and must report any loss or theft of such to the State in writing as quickly as reasonably possible. The Contractor also must maintain an incident response capability for all security breaches involving State data whether involving mobile devices or media or not. The Contractor must detail this capability in a written policy that defines procedures for how the Contractor will detect, evaluate, and respond to adverse events that may indicate a breach or attempt to attack or access State data or the infrastructure associated with State data.

In case of an actual security breach that may have compromised State data, including but not loss or theft of devices or media, the Contractor must notify the State in writing of the breach, or the suspicion of a breach, no more than within 24 hours of the Contractor becoming aware of the breach, and fully cooperate with the State to mitigate the consequences of such a breach. This includes any use or disclosure of the State data that is inconsistent with the terms of this Contract and of which the Contractor becomes aware, including but not limited to, any discovery of a use or disclosure that is not consistent with this Contract by an employee, agent, or subcontractor of the Contractor.

The Contractor must give the State full access to the details of the breach and assist the State in making any notifications to potentially affected people and organizations that the State deems are necessary or appropriate. The Contractor must document all such incidents, including its response to them, and make that documentation available to the State on request. In addition to any other liability under this Contract related to the Contractor's improper disclosure of State data, and regardless of any limitation on liability of any kind in this Contract, the Contractor will be responsible for acquiring one year's identity theft protection service on behalf of any individual or entity whose personally identifiable information is compromised while it is in the Contractor's possession. Such identity theft protection must be reasonably acceptable to the State.

All State Data will remain the property of the State. The Contractor must ensure that the State retains access and download capability for purposes of retrieving its data for research, investigation, transfer, or migration to others systems.

Return of State Data. The Contractor may use Confidential Information only as necessary for Contractor's performance under or pursuant to rights granted in this Agreement and for no other purpose. The Contractor's limited right to use Confidential Information expires upon expiration or termination of this Agreement for any reason. The Contractor's obligations of confidentiality and non-disclosure survive termination or expiration for any reason of this Agreement.

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

Ownership of Deliverables. The State owns all Deliverables that the Contractor produces under this Contract, with all rights, title, and interest in all intellectual property that come into existence through the Contractor's custom work being assigned to the State. Additionally, the Contractor waives any author rights and similar retained interests in custom-developed material. The Contractor must provide the State with all assistance reasonably needed to vest such rights of ownership in the State. The Contractor will retain ownership of all tools, methods, techniques, standards, and other development procedures, as well as generic and preexisting shells, subroutines, and similar material incorporated into any custom Deliverable ("Pre-existing Materials"), if the Contractor provides the non-exclusive license described in the next paragraph.

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

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

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

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

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

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

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

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

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

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

PART FOUR: REPRESENTATIONS, WARRANTIES, AND LIABILITIES

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

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

The warranties regarding material defects, merchantability, and fitness are one-year warranties. All other warranties will be continuing warranties. If any portion of the Work fails to comply with these warranties, and the Contractor is so notified in writing, the Contractor must correct such failure with all due speed or

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

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

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

Limitation of Liability. Neither party will be liable for any indirect, incidental, or consequential loss or damage of the other party, including but not limited to lost profits, even if the parties have been advised, knew, or should have known of the possibility of such damages. Additionally, neither party will be liable to the other for direct or other damages in excess of two times the 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.

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 the Work and the time for meeting any final payment of compensation, except where such creates an absurdity.

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

PART SEVEN: LAW AND COURTS

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

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

Conflict of Interest. No Contractor or the personnel of the Contractor shall act in any manner that conflict with the Contractor's responsibilities under this Contract. Such prohibited actions shall include, but are not limited to the following:

1. Voluntarily acquiring any personal interest that conflicts with the Contractor's responsibilities under the Contract;
2. Knowingly permit any Ohio public official or public who has any responsibility in any manner related to this Contract, acquire any interest or any entity under the Contractor's control.

The Contractor, upon obtaining knowledge that any person described above has acquired an impermissible or conflicting personal interest related to this Contract, shall do the following in a forthwith manner:

1. Disclose such information to the State; and
2. Take immediate steps to ensure that the person does not participate in any action affecting the work under this Contract, unless the State determines that in light of the expeditious disclosure, such person's participation is not contrary to the public interest.

Ethics. All Contractors who are actively doing business with the State or who are seeking to do business with the State are responsible to review and comply with all relevant provisions of O.R.C. Sections 102.01 to 102.09.

Ohio Elections Law. The Contractor, by signature affixed on this document, hereby certifies that all applicable parties listed in O.R.C. Section 3517.13 are in full compliance with O.R.C. Section 3517.13.

If the Contractor accepts a Contract and/or purchase order issued under the Contract without proper certification, the Department of Administrative Services shall deem the Contractor in breach and the

Contractor will be subject to all legal remedies available to the Department of Administrative Services up to and including debarment from doing business with the State.

Additional information regarding Contribution Restrictions is available on the Office of Budget & Management's website at: www.obm.ohio.gov.

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 of Material Assistance/Non-Assistance to a Terrorist Organization. The Contractor represents and warrants that it has not provided any material assistance, as that term is defined in ORC Section 2909.33(C), to an organization that is identified by, and included on, the United States Department of State Terrorist Exclusion List and that it has truthfully answered "no" to every question on the DMA form. The Contractor further represents and warrants that it has provided or shall provide the DMA form through the Ohio Business Gateway at <http://business.ohio.gov/efiling/> prior to execution of this Contract. If these representations and warranties are found to be false, this Contract shall be void and the Contractor shall immediately repay to the State any funds paid under this Contract.

Governing the Expenditure of Public Funds on Offshore Services (EO 2011-12K). The Contractor affirms to have read and understands Executive Order 2011-12K and shall abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in this Contract.

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

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.

HEALTH INSURANCE PORTABILITY & ACCESSIBILITY ACT (HIPAA) REQUIREMENTS. As a condition of receiving a contract from the State, the Contractor, and any subcontractor(s), will be required to comply with 42 U.S.C. Sections 1320d through 1320d-8, and to implement regulations at 45 C.F.R. Section 164.502 (e) and 164.504 (e) [relating to privacy] and 164.308 and 164.314 [relating to security] regarding disclosure and safeguarding of protected health information under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, as amended by the American Recovery and Reinvestment Act of 2009. Contractor and any subcontractor(s) will be required to enter into the Attached Business Associate Agreement (see Supplement Six).

**ATTACHMENT FIVE
SAMPLE CONTRACT**

**A CONTRACT BETWEEN
THE DEPARTMENT OF ADMINISTRATIVE SERVICES
ON BEHALF OF THE DEPARTMENT OF HEALTH
AND**

(CONTRACTOR)

THIS CONTRACT, which results from RFP 0A1092, entitled Environmental Health Data System Integration (EH DSI) project, is between the State of Ohio, through the Department of Administrative Services, on behalf of the Ohio Department of Health (ODH), 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
DEPARTMENT OF ADMINISTRATIVE SERVICES

SAMPLE – DO NOT FILL OUT _____

By: _____

By: «DAS_DIRECTOR»

Title: _____

Title: «DAS_DIRECTOR_TITLE»

Date: _____

Date: _____

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

Client Name:	[Insert Client Name]
Work Name:	[Insert Work 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 Contractor name]** in accordance with the requirements specified in the RFP and Work 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]

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

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

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

**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.

**ATTACHMENT SEVEN
OFFEROR CERTIFICATION FORM - continued**

5. The offeror certifies that all its and its subcontractors' personnel provided for the Work will have a valid I-9 form on file with the offeror or subcontractor, as appropriate, and will have presented valid employment authorization documents, if they are not United States citizens.
6. The offeror certifies that its regular, fulltime employees will perform at least 50% of the work on the Work.
7. The following is a complete list of all subcontractors, if any, that the offeror will use on the Work, if the State selects the offeror to do the work:

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

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 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 work or 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 work or 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.

Candidate Reference #1

Client Company Name:	Client Contact Name: (Indicate Primary or Alternate)	
	Client Contact Title:	
Client Company Address:	Client Contact Phone Number:	
	Client Contact Email Address:	
Work / 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 Work / Project:		

**ATTACHMENT NINE
PERSONNEL PROFILE SUMMARY
CANDIDATE REFERENCES - continued**

Candidate's Name:

Candidate Reference #2

Client Company Name:	Client Contact Name: (Indicate Primary or Alternate)	
	Client Contact Title:	
Client Company Address:	Client Contact Phone Number:	
	Client Contact Email Address:	
Work / Project Name:	Beginning Date of Employment (month/year):	Ending Date of Employment (month/year):
<p>Description of services provided that are in line with those to be provided as part of this Project:</p> <p>Description of how client project size and complexity are similar to this Work / Project:</p>		

Candidate Reference #3

Client Company Name:	Client Contact Name: (Indicate Primary or Alternate)	
	Client Contact Title:	
Client Company Address:	Client Contact Phone Number:	
	Client Contact Email Address:	
Work / Project Name:	Beginning Date of Employment (month/year):	Ending Date of Employment (month/year):
<p>Description of services provided that are in line with those to be provided as part of this Project:</p> <p>Description of how client project size and complexity are similar to this Work / Project:</p>		

**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
Work Manager**

Note: The offeror may duplicate this form as necessary to demonstrate the requirement. If another reference used to meet another requirement meets this particular requirement, the same reference may be used.

Candidate's Name:

Candidate Requirement: The proposed Work Manager must demonstrate a minimum of 36 months of experience as the work or project manager on a minimum of one (1) successful system implementation project of similar size and scope.

Company Name:	Contact Name: Primary or Alternate:	Contact Title:	
Address:		Contact Phone Number: Email Address:	
Work / Project Name:		Beginning Date of Experience (month/year):	Ending Date of Experience (month/year):
Description of technical experience, capacity performed, and role that is related to services to be provided for this Work / Project:			

**ATTACHMENT NINE
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
Work Manager – continued**

Note: The offeror may duplicate this form as necessary to demonstrate the requirement. If another reference used to meet another requirement meets this particular requirement, the same reference may be used.

Candidate's Name:

Candidate Requirement: The proposed Work Manager must have experience serving as the work or project manager from initiation through implementation on at least one (1) project where the offeror's proposed solution was implemented in a federal, state or local government environmental health entity.

Company Name:	Contact Name: Primary or Alternate:	Contact Title:	
Address:		Contact Phone Number: Email Address:	
Work / Project Name:		Beginning Date of Experience (month/year):	Ending Date of Experience (month/year):
Description of technical experience, capacity performed, and role that is related to services to be provided for this Work / Project:			

**ATTACHMENT NINE
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
Work Manager – continued**

Note: The offeror may duplicate this form as necessary to demonstrate the requirement. If another reference used to meet another requirement meets this particular requirement, the same reference may be used.

Candidate's Name:

Candidate Requirement: The proposed Work Manager must demonstrate experience as the work or project manager on a minimum of one (1) successful implementation where the proposed environmental health software solution was integrated with various client software application environments.

Company Name:	Contact Name: Primary or Alternate:	Contact Title:	
Address:		Contact Phone Number: Email Address:	
Work / Project Name:		Beginning Date of Experience (month/year):	Ending Date of Experience (month/year):
Description of technical experience, capacity performed, and role that is related to services to be provided for this Work / Project:			

**ATTACHMENT NINE
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
Work Manager – continued**

Candidate's Name:

Requirement: The proposed Work Manager must be PMI certified. Offeror must provide appropriate documentation of the proposed Work Manager's project management certification.

Offeror Response:

Offeror should provide a copy of Project Management certification paperwork that demonstrates the requirement.

**ATTACHMENT NINE
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
Functional/Configuration Lead**

Note: The offeror may duplicate this form as necessary to demonstrate the requirement. If another reference used to meet another requirement meets this particular requirement, the same reference may be used.

Candidate's Name:

Candidate Requirement: The proposed Functional/Configuration Lead must demonstrate business analysis, design, and configuration experience implementing the offeror's proposed solution on a minimum of one (1) successful implementation.

Company Name:	Contact Name: Primary or Alternate:	Contact Title:	
Address:		Contact Phone Number: Email Address:	
Work / Project Name:		Beginning Date of Experience (month/year):	Ending Date of Experience (month/year):
Description of technical experience, capacity performed, and role that is related to services to be provided for this Work / Project:			

**ATTACHMENT NINE
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
Functional/Configuration Lead - continued**

Note: The offeror may duplicate this form as necessary to demonstrate the requirement. If another reference used to meet another requirement meets this particular requirement, the same reference may be used.

Candidate's Name:

Candidate Requirement: The proposed Functional/Configuration Lead for the EH DSI project must have at least 36 months of relevant business analysis and systems integration experience in at least one (1) referenceable account of similar size and scope.

Company Name:	Contact Name: Primary or Alternate:	Contact Title:	
Address:		Contact Phone Number: Email Address:	
Work / Project Name:		Beginning Date of Experience (month/year):	Ending Date of Experience (month/year):
Description of technical experience, capacity performed, and role that is related to services to be provided for this Work / Project:			

**ATTACHMENT NINE
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
Functional/Configuration Lead - continued**

Note: The offeror may duplicate this form as necessary to demonstrate the requirement. If another reference used to meet another requirement meets this particular requirement, the same reference may be used.

Candidate's Name:

Candidate Requirement: The proposed Functional/Configuration Lead for the EH DSI project must have participated as the functional/configuration lead in a successful implementation of at least one (1) referenceable federal, state or local account of similar size and scope.

Company Name:	Contact Name: Primary or Alternate:	Contact Title:	
Address:		Contact Phone Number: Email Address:	
Work / Project Name:		Beginning Date of Experience (month/year):	Ending Date of Experience (month/year):
Description of technical experience, capacity performed, and role that is related to services to be provided for this Work / Project:			

**ATTACHMENT NINE
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
Technical Lead**

Note: The offeror may duplicate this form as necessary to demonstrate the requirement. If another reference used to meet another requirement meets this particular requirement, the same reference may be used.

Candidate's Name:

Candidate Requirement: The proposed Technical Lead for the EH DSI project must demonstrate experience as the technical lead on a minimum of one (1) referenceable federal, state or local account of similar size and scope.

Company Name:	Contact Name: Primary or Alternate:	Contact Title:	
Address:		Contact Phone Number: Email Address:	
Work / Project Name:		Beginning Date of Experience (month/year):	Ending Date of Experience (month/year):
Description of technical experience, capacity performed, and role that is related to services to be provided for this Work / Project:			

**ATTACHMENT NINE
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
Technical Lead - continued**

Note: The offeror may duplicate this form as necessary to demonstrate the requirement. If another reference used to meet another requirement meets this particular requirement, the same reference may be used.

Candidate's Name:

Candidate Requirement: The proposed Technical Lead for the EH DSI project must have at least 36 months of relevant systems integration experience in at least one referenceable account of similar size and scope.

Company Name:	Contact Name: Primary or Alternate:	Contact Title:	
Address:		Contact Phone Number: Email Address:	
Work / Project Name:		Beginning Date of Experience (month/year):	Ending Date of Experience (month/year):
Description of technical experience, capacity performed, and role that is related to services to be provided for this Work / Project:			

**ATTACHMENT NINE
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
Training Lead**

Note: The offeror may duplicate this form as necessary to demonstrate the requirement. If another reference used to meet another requirement meets this particular requirement, the same reference may be used.

Candidate's Name:

Candidate Requirement: The offeror's proposed Training Lead must have participated as the training lead in a successful implementation of at least one (1) referenceable federal, state or local account of similar size and scope.

Company Name:	Contact Name: Primary or Alternate:	Contact Title:	
Address:		Contact Phone Number: Email Address:	
Work / Project Name:		Beginning Date of Experience (month/year):	Ending Date of Experience (month/year):
Description of technical experience, capacity performed, and role that is related to services to be provided for this Work / Project:			

**ATTACHMENT NINE
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
Training Lead - continued**

Note: The offeror may duplicate this form as necessary to demonstrate the requirement. If another reference used to meet another requirement meets this particular requirement, the same reference may be used.

Candidate's Name:

Candidate Requirement: The proposed Training Lead must demonstrate experience serving as the Training Lead on a minimum of one (1) project where the proposed software solution was implemented and for which the proposed Training Lead developed the training materials and provided the end-user training.

Company Name:	Contact Name: Primary or Alternate:	Contact Title:	
Address:		Contact Phone Number: Email Address:	
Work / Project Name:	Beginning Date of Experience (month/year):	Ending Date of Experience (month/year):	
Description of technical experience, capacity performed, and role that is related to services to be provided for this Work / Project:			

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

Governing the Expenditure of Public Funds on Offshore Services

All of the following provisions must be included in all invitations to bid, requests for proposals, state term schedules, multiple award contracts, requests for quotations, informal quotations, and statements of work. This information is to be submitted as part of the response to any of the procurement methods listed.

CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE:

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

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

1. Name/Principal location of business of Contractor:

(Name) (Address, City, State, Zip)

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

(Name) (Address, City, State, Zip)

(Name) (Address, City, State, Zip)

2. Name/Location where services will be performed by Contractor:

(Name) (Address, City, State, Zip)

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

(Name) (Address, City, State, Zip)

(Name) (Address, City, State, Zip)

**ATTACHMENT TEN
STANDARD AFFIRMATION AND DISCLOSURE FORM - CONTINUED**

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

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

By: _____
Bidder/Offeror

Print Name: _____

Title: _____

Date: _____

**ATTACHMENT ELEVEN - COST SUMMARY
ENVIRONMENTAL HEALTH DATA SYSTEM INTEGRATION (EH DSI)**

A. EH DSI – IMPLEMENTATION SERVICES

EH DSI – Implementation Services	Cost
1. Detailed Work Plan & Methodology	
2. Requirements Affirmation and Documentation	
3. User Configuration Management	
4. Design and Development of Customized Functionality	
5. Historical Data Conversion Services	
6. Transmittal Data Import Services	
7. Training and User Manuals	
8. User Acceptance Test (UAT)	
9. Implementation and Acceptance	
10. Post-Implementation Support	
Total EH DSI – Implementation Services Cost:	\$

B. EH DSI – SOFTWARE LICENCES & TOOLS

EH DSI – Software Licenses & Tools	One-Time Fee
{Insert Applicable Software Licenses Description}	
Other (Please described in detail)	
Total EH DSI – Software License Cost:	\$

**ATTACHMENT ELEVEN
COST SUMMARY - CONTINUED**

C. EH DSI – HOSTING SERVICES

EH DSI – Hosting Services					
Monthly Hosting Services	Year 1	Year 2	Year 3	Year 4	Year 5
	7/1/12 – 6/30/13	7/1/13 – 6/30/14	7/1/14 – 6/30/15	7/1/15 – 6/30/16	7/1/16 – 6/30/17
Hosting and Maintenance Fees	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
Other (Please describe in detail)	\$	\$	\$	\$	\$
Hosting Services by Fiscal Year:	\$	\$	\$	\$	\$
Total Hosting Services for 5 Years:					\$

Total Not To Exceed Fixed Price Costs (Total of A., B. and C.):	\$
--	----

Note: Hosting Services for year one will commence upon final implementation and acceptance of the Contractor’s Environmental Health Data System Integration solution by the State. The offeror’s hosting services costs will be prorated for year one dependent upon the final acceptance date. Hosting Services will be invoiced by the Contractor and payments made by the State as documented in Attachment Two: Work Requirements and Special Provisions.

D. PERFORMANCE BOND

Performance Bond	
Performance Bond Cost	\$ -

**ATTACHMENT ELEVEN
COST SUMMARY - CONTINUED**

E. RATE CARD

The following table lists the positions that may be used in the IDAs. The amounts under "Total Cost for Evaluation" are scored as part of the RFP Cost Evaluation. The rate card contains different columns for commitment or actual spending levels that will be identified by Deliverables in the IDAs. The offeror must provide its most competitive rates for the identified positions. The hourly rate will be multiplied by the "Weight Value" to determine the Rate Card evaluation cost total. **Offerors are responsible for the accuracy of all formulas within the worksheet.** The State expects that the hourly rates provided in the 3 month and 6 month columns will reflect the longer commitment with a lower cost than the straight hourly rate.

Rate Card						
Position Title	Hourly Rate		Weight Value	Total Cost for Evaluation	>3 Months (or IDA spend <\$1M)	>6 Months (or IDA spend >\$1M)
Project / Advisory Positions						
Program Manager	\$	x	1	\$	\$	\$
Work Manager (e.g., Project Manager)	\$	x	5	\$	\$	\$
Functional/Configuration Lead (e.g., Business Analyst)	\$	x	5	\$	\$	\$
Technical Lead	\$	x	5	\$	\$	\$
Training Lead	\$	x	5	\$	\$	\$
Technical / Specialist Positions						
Trainer, End User	\$	x	5	\$	\$	\$
Trainer, Technology	\$	x	5	\$	\$	\$
Senior Analyst (Business or System)	\$	x	3	\$	\$	\$
Analyst (Business or System)	\$	x	1	\$	\$	\$
Senior Developer	\$	x	3	\$	\$	\$
Developer	\$	x	1	\$	\$	\$
Technical Integration Specialist	\$	x	3	\$	\$	\$
System / Database Administrator	\$	x	1	\$	\$	\$
Quality Assurance & Testing	\$	x	3	\$	\$	\$
Technical Writer	\$	x	1	\$	\$	\$
Rate Card - Evaluation Total				\$		

**ATTACHMENT ELEVEN
COST SUMMARY - CONTINUED**

F. OPTIONAL SERVICES

EH DSI – Optional Services	Cost per Unit	Unit
Backup / Disaster Recovery Copies of EH DSI Data		
Other (Please described in detail)		

Note: Unit – daily, weekly, monthly, each, etc.