

REQUEST FOR PROPOSALS

RFP NUMBER: 0A1146

DATE ISSUED: February 9, 2015

The State of Ohio, through the Department of Administrative Services, Enterprise Information Technology Contracting, for the Ohio Department of Job and Family Services (ODJFS) is requesting proposals for:

ODJFS Child Welfare Systems Applications RFP

INQUIRY PERIOD BEGINS: February 9, 2015

INQUIRY PERIOD ENDS: February 20, 2015

OPENING DATE: March 9, 2015

OPENING TIME: 1:00 p.m.

**OPENING LOCATION: Department of Administrative Services
Bid Room
4200 Surface Road
Columbus, Ohio 43228**

This RFP consists of 5 parts and 10 attachments, totaling 125 consecutively numbered pages.

Supplements may also be attached to this RFP. 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.

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1. Executive Summary

1.1. Purpose.

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

The Work includes programming, analysis, configuration management, project management, database administration, production operations support, system testing, network support functions, installation, maintenance, and business support activities (e.g., training, help desk support, design) for the Child Welfare Systems Application, consisting primarily of the Statewide Automated Child Welfare Information System (SACWIS).

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 Project is completed to the satisfaction of the State and the Contractor is paid or June 30, 2017, whichever is sooner. The State may renew this Contract for up to two (2) additional two-year term(s), subject to and contingent on the discretionary decision of the Ohio General Assembly to appropriate funds for this Contract in each new biennium. Any such renewal of all or part of the Contract also is subject to the satisfactory performance of the Contractor and the needs of Ohio Department of Job and Family Services (ODJFS).

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

1.2. Background.

The Office of Families and Children is responsible for state level administration and oversight of programs that prevent child abuse and neglect; provide services to abused/neglected children and their families (birth, foster and adoptive); license foster homes, residential facilities; and investigate allegations of adult abuse, neglect and exploitation.

Ohio operates in a state supervised, county administered system; therefore, the Ohio Department of Job and Family Services, through the Office of Families and Children, oversees program implementation by developing policies and procedures to guide county agencies in program and service delivery. The Office of Families and Children provides technical assistance to county agencies and monitors program implementation for compliance with federal and state laws, rules and policies.

The Child Welfare Systems Applications are comprised of the following applications: Statewide Automated Child Welfare Information System (SACWIS), Foster Care Licensing (Filenet), Kinship Permanency Incentive Program (KPIP), the Results Oriented Management (ROM) reporting system, the Business Intelligence Channel (BIC), and the SACWIS data warehouse.

ODJFS developed SACWIS to meet the needs of managing all child welfare processes, including child abuse and neglect investigations and ongoing cases, adoption and foster care, foster and adoptive providers, and financial processing in the state of Ohio, and the licensing system to assure that the facilities in use across the state of Ohio meet federal and state guidelines to help ensure the children in Ohio are in safe and healthy environments. Ohio operates a county-administered, state-supervised social services system which is maintained and operated through 88 local Public Children Service Agencies (PCSAs).

Statewide Automated Child Welfare Information System (SACWIS). The Statewide Automated Child Welfare Information System (SACWIS) is a state-developed, state-supervised, county-administered, on-line, real-time system serving all 88 public children services agencies, 41 Title IV-E juvenile court agencies, and approximately 90 private foster care agencies. This system allows users to directly enter, update, and retrieve information regarding adoptive care, foster care, foster and adoptive home study and licensing information, child abuse/neglect reports and investigations, case management, and financial processing. The primary purpose of the system is to give ODJFS and its county partners effective methods to maintain necessary case information in regards to child welfare in the State of Ohio and to allow a comprehensive reporting system to meet the county, state and federal needs.

SACWIS contains many features to support services supervised by ODJFS and delivered by local PCSAs. SACWIS integrates and organizes case information throughout the life of the case. For clients, it means quicker service. Functional highlights of the system include client search; access to service provider information; an intake module that captures referral details; automated support for matching services to needs; support for eligibility determination; online support for the risk assessment and case plan documents with the automatic population of information from one document to another; access to court hearing information; access to facility, program and foster care rates; online foster care licensing; an alerts function that works as an electronic reminder to help case workers/managers track important dates and prioritize activities; tracking and managing financial transactions; generates Title IV-E foster care management reimbursements; generation of Federal, State, and County reports; and electronic interfaces to the Medicaid and benefits issuance systems.

SACWIS provides functionality in eight core areas:

- Intake
- Eligibility
- Case Management
- Resource Management
- Court Processing
- Financial Management
- Administration
- Interfaces

Each of these core areas are subsystems with individual complexities and subtleties.

SACWIS System Overview. The subsystems designed, developed, and maintained for SACWIS are complex and are subject to frequent federal and state regulatory changes (e.g., child welfare legislation at the state and federal levels). SACWIS contains over 1000 distinct web pages, 190 individual reports, COGNOS Hypercubes, seven interfaces to other systems (e.g., IV-D, IV-A, Title XX) and approximately four million lines of code. It runs in a complex environment utilizing horizontal and vertical clustering to achieve high availability. SACWIS is an n-tiered system that provides 24X7X365 access to all users in a heterogeneous computing environment.

The platforms and software utilized by SACWIS include:		
Hardware Platform	Application Server	IBM P750
Software Platform	Operating System	UNIX AIX 6.1
	Database	Oracle 11g
	Software	IBM HTTP Server Websphere 8.5.5 COGNOS 10 Java Runtime Environment
	Security	LDAP for Authentication, Application code for User Authorization
Network Platform	TCP/IP (IPv4)	
Languages	Java Javascript SQL, PL/SQL	
Transaction Manager	JTA JAX	
Transaction Volume	<p>Current: There are currently over 7000 SACWIS users accessing approximately 1.05 million web pages daily.</p> <p>Anticipated: It is anticipated that there will be 500-1000 additional SACWIS users when all private foster care agencies are fully live in SACWIS.</p>	

The platforms and software utilized by Foster Care Licensing include:		
Hardware Platform	Application Server	Websphere (WAS 7.0)
Software Platform	Operating System	UNIX (6.1)
	Database	Oracle (11g)
	Software	FileNet (P8.5.1) Adobe Forms
	Security	LDAP
Network Platform	TCP/IP	
Languages	FileNet Adobe Forms	
Transaction Manager	N/A	
Transaction Volume	<p>Current: There are 30 registered users of the Foster Care Licensing system.</p> <p>Anticipated: Due to legislative interest in child and foster care, there should be an increase in interaction with the Kinship system and the volume of transactions should remain steady or slightly increase over the next one to three years.</p>	

The platforms and software utilized by Kinship Permanency Incentive Program (KPIP) include:		
Hardware Platform	Application Server	eNet
Software Platform	Operating System	Windows Server 2003
	Database	SQL Server MS Access DB
	Software	Microsoft Visual Studio .net
	Security	MS
Network Platform	TCP/IP	
Languages	C#	
Transaction Manager	N/A	
Transaction Volume	<p>Current: There are over 200 registered users of the KPIP system.</p> <p>Anticipated: Due to legislative interest in child and foster care, there should be an increase in interaction with the KPIP system, and the volume of transactions should remain steady or slightly increase over the next several years.</p>	

The SACWIS system includes a Business Intelligence application comprised of a multi-dimensional Data Mart, 50 Cognos cubes, reports and dashboards, and a third-party BI reporting application – Results Oriented Management (ROM).

The platforms and software utilized for the BI applications include:		
Hardware Platform	Application Server	IBM p-series servers Windows servers
Software Platform	Operating System	UNIX 7.1 Windows server 2012
	Database	DB2 LUW 9.7 SQL Server 2012
	Software	Informatica PowerCenter 9.6 Cognos 10.2 ROM
	Security	Websphere
Network Platform	TCP/IP	
Languages	Native SQL, Informatica & Cognos generated SQL	
Transaction Volume	<p>Current: There are over 750 registered BIC-SACWIS users and over 400 ROM users.</p> <p>Anticipated: It is estimated that the volume of users for BIC-SACWIS and ROM will moderately increase over the next several years.</p>	

1.3. Objectives.

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

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

1.4. Sheltered MBE Solicitation/Embedded MBE Set-Aside.

The State is committed to improving the number of minority-owned enterprises that do business with the State of Ohio. A "minority-owned enterprise" is an individual, partnership, corporation or joint venture of any kind that is owned and controlled by U. S. Citizens and residents of Ohio, who are and have held themselves out as members of the following socially and economically disadvantaged groups: Blacks, American Indians, Hispanics and Asians.

This RFP contains a sheltered solicitation requirement which requires offerors to seek and set-aside a portion of the Work to be exclusively performed by Ohio certified MBE businesses. The offeror must seek and set-aside a minimum of 15% of the work for Ohio certified minority business enterprises (MBEs). The MBE must be certified by the Ohio Department of Administrative Services pursuant to ORC 123.151. For more information regarding MBE and MBE certification requirements please refer to the DAS Equal Opportunity Division Web site at:

<http://das.ohio.gov/Divisions/EqualOpportunity/MBEEDGECertification.aspx>

In addition, to search for Ohio MBE-Certified Providers, utilize the following search routine published on the DAS Equal Opportunity Division website:

- Select "MBE Certified Providers" as the EOD Search Area selection;
- On the subsequent screen, at minimum, select the appropriate Procurement Type, e.g., "Information Technology Service" as a search criterion;
- Select "Search"; and
- A list of Ohio MBE Certified Service Providers will be displayed.

1.5. Overview of the Work's Scope.

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

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

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

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

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

1.6. Calendar of Events.

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

Key dates pertaining to Proposal submissions and mandatory participation for qualified offerors are shown in below:

Event	Date
Firm Dates	
RFP Issued	February 9, 2015
Inquiry Period Begins	February 9, 2015
Inquiry Period Ends	February 20, 2015 at 8:00 a.m.
Proposal Due Date (Technical and Cost Responses Due at 1:00 p.m.)	March 9, 2015 at 1:00 p.m.
Estimated Dates	
Contract Award Date	July 1, 2015
Project Work Begins Per Contract Award	July 14, 2015

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.

2. RFP Structure

2.1. Organization.

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

2.2. 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

2.3. Attachments.

- | | |
|------------------|---|
| Attachment One | Evaluation Criteria |
| Attachment Two | Project Requirements and Special Provisions |
| Attachment Three | Requirements for Proposals |
| Attachment Four | General Terms and Conditions |
| Attachment Five | Sample Contract |
| Attachment Six | Offeror Certification Form |
| Attachment Seven | Offeror Profile Summary |
| Attachment Eight | Personnel Profile Summary |
| Attachment Nine | Standard Affirmation and Disclosure Form |
| Attachment Ten | Cost Summary |

2.4. Supplements.

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

3. 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.

3.1. Contacts.

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

Procurement Representative:

Maria L. Roberts, Analyst
Ohio Department of Administrative Services
Office of Information Technology
IT Enterprise Contracting

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

3.2. Inquiries.

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

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

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

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

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

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

3.3. Amendments to the RFP.

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

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

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

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

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

3.4. Proposal Submittal.

Each offeror must submit a technical section and a cost section as part of its total Proposal before the opening time on the Proposal due date. The offeror must submit the technical section as a separate package from the cost section of its Proposal, and each section must be submitted in its own separate, opaque package. The package with the technical section of the Proposal must be sealed and contain one originally signed technical section and eight (8) copies of the technical section, and the package with the cost section also must be sealed and contain two (2) complete copies of the cost section of the Proposal. Further, the offeror must mark the outside of each package with either “ODJFS Child Welfare Systems Applications RFP – Technical Proposal” or “ODJFS Child Welfare Systems Applications RFP – Cost Summary,” as appropriate.

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

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

Department of Administrative Services
General Services Division
Attn: Bid Room
4200 Surface Road
Columbus, Ohio 43228

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

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

By submitting a Proposal, the offeror acknowledges 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.

3.5. Waiver of Defects.

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

3.6. Multiple or Alternate Proposals.

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

3.7. 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.

3.8. Proposal Instructions.

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

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

3.9. Protests.

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

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

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

Protest must be in writing and contain the following information:

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

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

All protests must be filed at the following location:

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

4. Evaluation of Proposals

4.1. Disclosure of Proposal Contents.

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

4.2. 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.

4.3. Evaluation of Proposals.

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.

4.4. 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.

4.5. Initial Review.

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

4.6. 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 and criteria identified in this RFP, including the requirements in Attachment One. Other attachments to this RFP may further refine these

requirements, and the State has a right to break these requirements into components and weight any components of a requirement according to their perceived importance.

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

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

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

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

4.7. Requirements.

Attachment One provides requirements and criteria 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 and criteria described in a table in Attachment One.

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

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

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

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

ranking Proposals. Before doing so, the State may notify the offeror of the situation and allow the offeror an opportunity to cure its failure to meet that mandatory requirement.

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

4.8. Cost Evaluation.

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

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

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

4.9. Requests for More Information.

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

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

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

The State normally will not rank interviews, demonstrations, and presentations. Rather, if the State conducts the interviews, demonstrations, or presentations as part of the technical evaluation, the State may use the information it gathers during this process in evaluating the technical merits of the Proposals.

If the State holds the demonstrations, presentations, or interviews only for one or more of the top-ranking offerors after the evaluation phase, the State may decide to revise its existing Proposal evaluations based on the results of this process.

4.10. Determination of Responsibility.

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

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

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

4.11. Reference Checks.

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

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

4.12. Financial Ability.

Part of State's determination of an offeror's responsibility may include the offeror's financial ability to perform the Contract. This RFP may expressly require the submission of audited financial statements from all offerors in their Proposals, but if this RFP does not make this an express requirement, the State still may insist an offeror submit audited financial statements for up to the past three years, if the State is concerned an offeror may not have the financial ability to carry out the Contract. Also, the State may consider financial information other than the information that this RFP requires as part of the offeror's Proposal, such as credit reports from third-party reporting agencies.

4.13. 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.

4.14. 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.

5. Award of the Contract

5.1. Contract Award.

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

Included with this RFP, as Attachment Five, is a sample of the Contract for the RFP. The State will issue two originals of the Contract to the offeror 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, or on a mutually agreed start date, under the Contract. If the State awards a Contract pursuant to this RFP, and the Contractor is unable or unwilling to perform the Work, the State may cancel the Contract, effective immediately on notice to the Contractor. The State then may return to the evaluation process under this RFP and resume the process without giving further consideration to the originally selected Proposal. Additionally, the State may seek such other remedies as may be available to the State in law or in equity for the selected offeror's failure to perform under the Contract.

5.2. Contract Components.

If this RFP results in a Contract award, the Contract will consist of:

1. The one-page Contract (Attachment Five) in its final form; and
2. The ODJFS Child Welfare Systems Applications Project RFP Contract dated _____, 20<xx> which includes Attachment Four, all other requested Attachments, and the Cost Summary/ Best and Final Offer (BAFO) dated _____, 20<xx>.

The Contract is the result of agreed upon changes to the RFP its attachments and supplements including any written amendments to the RFP, any materials incorporated by reference in the RFP, the Contractor's Proposal, and written, authorized amendments and clarifications to the Contractor's Proposal. It also includes any purchase orders and change orders issued under the Contract.

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

Attachment One: Evaluation Criteria

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

For the purpose of this RFP, a system of 'similar size and scope' is defined as a large transaction processing system with both an on-line data entry interface and a web based interface with a minimum of 6,000 authorized users.

Mandatory Requirements		
<p>1 Application experience as a contractor providing a minimum of 30 IT Professionals, for large, complex legacy systems or the development of new systems on projects similar in size and scope. The experience referenced must be for an operational production system. The experience must have lasted a minimum of two consecutive years. All IT Professionals must be provided for the same project.</p> <p>To demonstrate that the proposal meets this mandatory requirement, the offeror must propose its project experience or a combination of its project experience with the proposed subcontractor(s) project experience on one project to satisfy the requirement. The offeror must demonstrate they provided at least 50% of the staff for the referenced project. The offeror may use its proposed subcontractor(s) to meet the remaining 50% of the staff on the same project.</p>	Accept	Reject
<p>2 Experience providing a minimum of 30 IT professionals simultaneously for a period of six or more consecutive months within the past five years. The Proposal may contain as many references as necessary to meet the requirement. If a proposal provides several references to meet this requirement, all references provided must overlap for a period of six or more consecutive months.</p> <p>To demonstrate that the proposal meets this mandatory requirement, the offeror must propose its project experience or a combination of its project experience with the proposed subcontractor(s) project experience to satisfy the requirement. The offeror must meet at least 50% of the requirement. The offeror may use its proposed subcontractor(s) to meet the remaining 50%.</p>	Accept	Reject
<p>3 Offeror proposal contains a minimum 15% MBE Set-Aside.</p>	Accept	Reject

Scored Criteria.

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

Scored Criteria	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
Offeror Requirements					
Mandatory Requirement 1	100	Rejected	5	7	9
Mandatory Requirement 2	70	Rejected	5	7	9
Mandatory Requirement 3 – MBE Set-Aside	5	Rejected	5	7	9
Offeror Description	25	0	5	7	9
Work Plan Approach	25	0	5	7	9
Contingency Plan	50	0	5	7	9

Scored Criteria	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
Offeror Requirements					
Escalation Plan	25	0	5	7	9

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

Scored Criteria	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
Personnel Requirements					
(Position #1) Senior Project Manager – Must be an employee of the offeror – REQUIREMENTS					
Experience as the Project Manager on one or more projects of similar size and scope during the past ten years with a minimum of one project being from initiation to completion. In addition, a minimum of one project must have been within the last five years.	33	0	5	7	9
Experience on one or more large projects using project management tools such as Microsoft Project in defining tasks and developing project time lines.	21	0	5	7	9
Experience with two or more structured development methodologies in managing projects of similar size and scope over the past ten years.	21	0	5	7	9
(Position #1) Senior Project Manager – DESIRABLE REQUIREMENTS					
Minimum of 60 months programming experience.	1	0	5		
Experience on one major system development project that required the application of network infrastructure, software utilities and applications for IBM mainframes, Novell, Windows or Unix.	1	0	5		
Minimum of 24 months experience in analysis, design and implementation of a large-scale hardware and software rollout.	1	0	5		
Minimum of 24 months experience in Joint Application Design (JAD) or Systems Requirements Definitions (SRD) facilitation in a development environment.	1	0	5		
Bachelor's Degree (or higher) or 36 months training post-secondary education.	1	0	5		
Project Management Institute Project Management Professional (PMP) Certification.	1	0	5		
Minimum of 40 hours of formal project management training.	1	0	5		

Scored Criteria	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
Personnel Requirements					
(Position #2) Technical Project Leader – REQUIREMENTS					
Experience as a Technical Project Leader on one or more projects of similar size and scope from initiation to completion within the past five years with demonstrated experience leading a technical team with a minimum of 15 people.	18	0	5	7	9
Experience with one or more structured development methodologies in system development projects in the past five years.	14	0	5	7	9
Experience on one or more large projects using project management tools such as Microsoft Project in defining tasks and developing project time lines as a technical lead.	14	0	5	7	9
Minimum of 36 months experience in managing one or more engagements involving systems development.	14	0	5	7	9
(Position #2) Technical Project Leader – DESIRABLE REQUIREMENTS					
Minimum of 36 months data analysis experience in one or more engagement in same or similar system as defined in RFP.	1	0	5		
Minimum of 24 months application development experience in child welfare.	1	0	5		

Scored Criteria	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
Personnel Requirements					
(Position #3) Java Programmer Analyst 3 – REQUIREMENTS					
Minimum of 60 months experience programming with relational databases (including at least 24 months experience with ORACLE 11g or later).	3	0	5	7	9
Minimum of 60 months experience programming on large-scale systems using JAVA 1.6 or later.	6	0	5	7	9
Minimum of 60 months experience programming using IBM WebSphere (at least 36 months with version 7.x or later) software.	4	0	5	7	9
Minimum of 24 months experience in Rapid Application Development (RAD).	4	0	5	7	9
Minimum of 24 months programming experience in a Web based environment utilizing HTML, XML, JavaServer Pages, and JavaScript.	3	0	5	7	9
Minimum of 48 months programming experience in an object oriented development environment.	6	0	5	7	9
Minimum of 36 months HTML development experience.	2	0	5	7	9

Scored Criteria	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
Personnel Requirements					
Minimum of 36 months of system analysis experience on large scale systems.	4	0	5	7	9
Minimum of 24 months experience designing multi-tier applications.	2	0	5	7	9
(Position #3) Java Programmer Analyst 3 – DESIRABLE REQUIREMENTS					
Minimum of 12 months of data modeling experience with ERwin.	1	0	5		
Minimum of 24 months experience with CVS or equivalent version control system.	1	0	5		
Associates Degree or higher.	1	0	5		

Scored Criteria	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
Personnel Requirements					
(Position #4) Senior Business Intelligence ETL Developer – REQUIREMENTS					
Minimum of 36 months developing extract, transformation and loading (ETL) programs for Data Warehousing or Business Intelligence applications using Informatica version 9.6 or higher.	10	0	5	7	9
Minimum of 12 months experience developing and testing complex SQL using DB2 LUW 9.7 or higher.	10	0	5	7	9
Minimum of 2 years knowledge of Data Warehousing and Business Intelligence database architecture and systems development lifecycle methodology	5	0	5	7	9
Core undergraduate degree in Computer Science or related field.	5	0	5	7	9
(Position #4) Senior Business Intelligence ETL Developer – DESIRABLE REQUIREMENTS					
Minimum of 2 years experience using data modeling tools, i.e., ERwin, ER Studio.	1	0	5		
Minimum of 2 years experience using BI reporting tools, i.e., Cognos, Business Objects.	1	0	5		
Current Informatica Professional Certifications.	1	0	5		

Scored Criteria	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
Personnel Requirements					
(Position #5) Senior Business Intelligence Report Developer – REQUIREMENTS					
Minimum of 36 months experience developing Business Intelligence reports using Cognos version 10.	10	0	5	7	9
Minimum of 12 months experience developing and testing complex SQL using DB2 LUW 9.7 or higher.	10	0	5	7	9

Scored Criteria	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
Personnel Requirements					
Minimum of 2 years knowledge of Data Warehousing and Business Intelligence database architecture and systems development lifecycle methodology.	5	0	5	7	9
Core undergraduate degree in Computer Science or related field.	5	0	5	7	9
(Position #5) Senior Business Intelligence Report Developer – DESIRABLE REQUIREMENTS					
Minimum of 2 years experience using data modeling tools, i.e., ERwin, ER Studio.	1	0	5		
Experience using ETL tools, i.e., Informatica, DataStage.	1	0	5		
Current Cognos Professional Certifications.	1	0	5		

Scored Criteria	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
Personnel Requirements					
(Position #6) Testing Analyst 2 – REQUIREMENTS					
Experience as a lead tester on a minimum of one project of similar size and scope from testing initiation to final system implementation within the past five years.	10	0	5	7	9
Minimum of 48 months experience developing or overseeing the development of test scenarios.	10	0	5	7	9
Minimum of 48 months experience defining and documenting business requirements.	6	0	5	7	9
Minimum of 36 months experience using the Hewlett Packard suite of testing tools or equivalent.	10	0	5	7	9
(Position #6) Testing Analyst 2 – DESIRABLE REQUIREMENTS					
Minimum of 12 months experience testing child welfare applications.	1	0	5		
Associates Degree or higher.	1	0	5		

Scored Criteria	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
Personnel Requirements					
(Position #7) Business Analyst 2 – REQUIREMENTS					
Experience as a Business Analyst on a minimum of one project of similar size and scope from initiation to completion within the past five years. This project must demonstrate experience with documenting requirements, designing screens and other interfaces, testing system components, and implementing systems.	13	0	5	7	9

Scored Criteria	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
Personnel Requirements					
Minimum of 24 months experience as a functional user, interpreting and implementing policies for a same or similar automated system as defined in the RFP.	8	0	5	7	9
Minimum of 60 months experience in designing and testing computer systems.	9	0	5	7	9
Minimum of 48 months experience defining and documenting business requirements.	6	0	5	7	9
(Position #7) Business Analyst 2 – DESIRABLE REQUIREMENTS					
Experience as a Business Analyst on a minimum of one project of similar size and scope from initiation to completion within the past five years. This project must demonstrate experience with documenting requirements, designing screens and other interfaces, testing system components, and implementing systems.	13	0	5		
Minimum of 24 months experience as a functional user, interpreting and implementing policies for a same or similar automated system as defined in the RFP.	8	0	5		

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

Criteria	Percentage
Technical Proposal	70%
Cost Summary	20%
MBE Set-aside	10%

The State is committed to making more State contracts, services, benefits and opportunities available to minority business enterprises (MBE). To foster this commitment, the State included an MBE Set-aside component in the Evaluation Scoring Formula (shown above) of this RFP.

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:

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

The offeror with the lowest proposed total cost for evaluation purposes will receive 200 points. The remaining offerors will receive a percentage of the maximum cost points available based upon the following formula:

$$\text{Cost Summary Points} = \left(\frac{\text{Lowest Total Cost for Evaluation Purposes}}{\text{Offeror's Total Cost for Evaluation Purposes}} \right) \times 200$$

The offeror with the highest proposed MBE Set-aside percentage will receive 100 points. The remaining offerors will receive a percentage of the maximum MBE Set-aside points available based upon the following formula:

$$\text{MBE Set-aside Points} = \left(\frac{\text{Highest MBE Set-aside Percentage}}{\text{Offeror's MBE Set-aside Percentage}} \right) \times 100$$

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

$$\text{Total Points} = \text{Technical Proposal Points} + \text{Cost Summary Points} + \text{MBE Set-aside Points}$$

Attachment Two: Work Requirements and Special Provisions

PART 1: WORK REQUIREMENTS

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

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

The Contractor must provide a Senior Project Manager for the Work. The Contractor must employ the proposed Senior Project Manager as a regular, fulltime employee on the Proposal submission date and throughout the term of the Contract, including all renewals of it. The proposed Senior Project Manager and at least three of the remaining six key personnel positions must be employed by the offeror. Personnel employed by the offeror or subcontractors may fill the remaining three key personnel positions. Additionally, the Contractor's full-time regular employees must perform at least 40% of the effort required to complete the Work. The Contractor may use its personnel or subcontractor personnel to perform the remaining 60% of the effort.

Within five business days of receipt of a valid purchase order, the Contractor must hold a kick-off meeting with the State to discuss and plan: the 90-day transition period, if necessary, development of the first IDA, and the schedule. The purpose of the kick-off meeting is to establish the working relationship between the Contractor and the State. The State will also update the Contractor with the current status of the project including any current issues and risks. The meeting will also provide a forum to answer and clarify Contractor questions. At a minimum, the following Contractor staff must attend the kick-off meeting: Senior Project Manager and Technical Project Leader.

As mutually agreed upon by the Contractor and State in the kick-off meeting, the Contractor must be prepared to provide the staff in the table below for the 90-day transition period. The agreed upon staff will be paid on a time and material basis as the Contract is transitioned from the existing vendors to the new Contractor. The 90-day transition period will allow the Contractor time to integrate and familiarize its staff with the existing ODJFS Child Welfare Systems Applications, staff and processes. In addition, the Contractor must develop the first IDA for the interval following the 90-day transition period. The State will only be responsible for and reimburse the Contractor for actual hours worked.

Contractor Staff Positions	# of Staff Per Title	Maximum # of Hours Per Staff Member	Total Hours
Key Personnel Positions			
Senior Project Manager	1	500	500
Technical Project Leader	1	500	500
Java Programmer Analyst 3	1	500	500
Senior Business Intelligence ETL Developer	1	500	500
Senior Business Intelligence Report Developer	1	500	500
Testing Analyst 2	1	500	500
Business Analyst 2	1	500	500

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

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

1. On-site technical support of Child Welfare Systems Applications batch production (operations).
2. On-site technical support of Child Welfare Systems Applications on-line production (operations).
3. On-site technical resolution of both batch and on-line problems that have been referred from daily operations through the Help Desk or via a written modification request for Child Welfare Systems Applications.
4. On-site technical support of system development for new Child Welfare Systems Applications functions or enhancements to existing Child Welfare Systems Applications functions.
5. On-site technical support of all interfaces with Child Welfare Systems Applications.
6. On-site technical support in the migration control and standard enforcement quality control functions for Child Welfare Systems Applications.
7. On-site documentation and library support for Child Welfare Systems Applications.
8. On-call technical support as needed at all times, in line with the current OIS, Contractor On-Call policy that are in place at the time the technical support is needed for Child Welfare Systems Applications.
9. On-site production support, 24X7X365 for Child Welfare Systems Applications.
10. Attend meetings with users and customers of Child Welfare Systems Applications.
11. Travel to county locations to support Child Welfare Systems Applications.
12. Support the Child Welfare Systems Applications Help Desk.
13. On-site technical support of disaster data recovery of Child Welfare Systems Applications, both simulated and real situations.
14. On-site technical support of all architectural upgrades which include both version and hardware upgrades requiring application software modifications.
15. On-site support in the testing of all Child Welfare Systems Applications. This includes, but is not limited to, unit, system, integration, and User Acceptance testing.
16. Enhancements or modifications to the existing Child Welfare Systems Applications.
17. Development of new functionality for the Child Welfare Systems Applications.

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 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 of specific deliverables identified in the IDA. During the performance period, the State, with the assistance of the Contractor, will perform acceptance testing. The performance period may last up to 90 consecutive calendar days, during which

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

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

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

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

Application of this section of the RFP will be specifically addressed in the IDA. The anticipated number of positions identified in Attachment Ten Cost Summary is a best guess estimate of Child Welfare Systems Applications needs and may change over the life of the Contract.

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

Billable rates established in the Contract are valid and will not be modified during the first full biennium Contract period (through June 30, 2017).

After the first Contract period and at the discretion of the State, billable rates by position may be adjusted; rates may be increased or decreased to more closely match economic conditions.

The Contractor may request adjustments to the basic hourly wage rates by the percentage change in the Employment Cost Index for private industry workers, wages and salaries (not seasonally adjusted), from March of the prior year to March of the current year. That is, an increase request to go into effect on July 1, 2017 will be based on the increase in the ECI series between March 2016 and March 2017.

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

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

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

In addition the following information may also be required:

6. Staffing Issues; and
7. Required work related travel and training.

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

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

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

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

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

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

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

- Immediate Reporting - The Project Manager or a designee must immediately report any staffing changes for the Work to the ODJFS Contract Manager (see: Attachment Four: Part 2: Replacement Personnel).
- Attend Status Meetings - The Project Manager and other Work team members must attend status meetings with the ODJFS Contract Manager and other people deemed necessary to discuss Work issues. The ODJFS Contract Manager will schedule these meetings, which will follow an agreed upon agenda and allow the Contractor and the State to discuss any issues that concern them.
- Provide Status Reports - The Contractor must provide written status reports to the ODJFS Contract Manager at least one full business day before each status meeting.
 - The Contractor's proposed format and level of detail for the status report is subject to the State's approval.
- Prepare Monthly Status Reports - During the Work, the Contractor must submit a written monthly status report to the ODJFS Contract Manager by the fifth business day following the end of each month. At a minimum, monthly status reports must contain the following:
 - A description of the overall completion status of the Work in terms of the approved Work Plan (schedule and cost);
 - Updated Work schedule;
 - The plans for activities scheduled for the next month;
 - The status of any Deliverables;
 - Time ahead or behind schedule for applicable tasks;
 - A risk analysis of actual and perceived problems; and
 - Strategic changes to the Work Plan, if any.

Work Hours and Conditions.

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

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

3. The Contractor work location will be identified in each IDA. If it is not necessary for Contractor staff to be onsite at ODJFS, the Contractor will be responsible for providing an offsite work location. For Work that requires the Contractor to work onsite, ODJFS will provide each staff assigned by the Contractor to the Contract with workspace, workstation, telephone, and needed office supplies. For all onsite work performed, the Contractor must assist ODJFS with the staffing administrative costs (i.e., the costs associated with workspace, workstation, telephone, and needed office supplies) at the rate of \$4 per effort hour and will be specifically identified in the IDA. The \$4 per hour administrative

cost should not be included in the quoted hourly rate in the Cost Summary. The Contractor, at the discretion of the ODJFS Contract Manager and as negotiated in the IDA, must provide staff assigned to the Contract with a pager, cellular phone and laptop computer, as needed. This \$4 per hour administrative cost will not be included for any work, designated in an IDA, to be performed at the Contractor's Project site.

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

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

Off-Site Development Location. The State requires that the majority of the work during the contract be performed at the ODJFS Air Center location. However, the Contractor may be requested to establish a Project site within a 15 mile radius of Columbus, Ohio where external development/maintenance functions will be performed when JFS requests offsite development. ODJFS reserves the option to require Child Welfare Systems Applications development be conducted at the Contractor's location.

The following development/maintenance functions may be performed at the Contractor's Project site:

- Demonstrations of design prototypes;
- Deliverable walkthroughs;
- Conversion mapping;
- System testing task walkthroughs;
- User acceptance test support;
- Implementation planning; and
- Transition management support and training.

The Contractor will be responsible for all costs related to securing and maintaining their Project site for development/maintenance, including, but not limited to, hardware and software acquisition and maintenance, leasehold improvements, utilities, telephone service, office equipment, supplies, janitorial services, security, travel of Contractor personnel, storage, transportation, the shredding of confidential documents, and insurance. If any development/maintenance activities are approved by ODJFS to be performed at a location other than at the primary project site, the Contractor must provide toll-free communications with ODJFS staff to conduct development/maintenance work. The Contractor must supply all hardware, software, and services for the Contractor's development LAN up to the point of connection to the ODJFS LAN/WAN. All network hardware and software specifications must be compliant with ODJFS supported standards. The Contractor also must provide the following at the Contractor's Project site during development/maintenance activities:

- Conference room(s) and/or meeting facilities with AV equipment and flexible table and chair configurations for project management status meetings and training sessions.

The Contractor will be responsible for installing and maintaining data lines for any required access to the ODJFS network from the Contractor's Project site when JFS requests off site work. These lines will terminate at the point of demarcation on the ODJFS network, to be determined by the ODJFS network services staff. ODJFS will provide and maintain data lines from the point of demarcation into the ODJFS network. ODJFS will provide and maintain the router hardware at the point of demarcation for access to

the ODJFS network. The Contractor's Project site must be configured with site-to-site VPN service. All Web-based traffic across this VPN must support a minimum of 128-bit encryption using Secure Sockets Layer (SSL). All other traffic across this VPN must support a minimum of 168-bit Data Encryption Standard (DES), also known as 3DES or Triple DES.

All Project documentation must be maintained on a secured website that is accessible by both ODJFS and the Contractor.

PART 2: SPECIAL PROVISIONS

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

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

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

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

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

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

Sheltered MBE Solicitation/Embedded MBE Set-Aside Process and Reporting. In the State's commitment to make more State contracts, services, benefits and opportunities available to minority business enterprises (MBE), the State included in the Evaluation Scoring Formula of this RFP, a provision for the offeror to seek and set aside work for MBEs. The work set aside should equate to a minimum of 15% of the offeror's proposal. In seeking bids, the offeror must:

- Utilize a competitive process to which only Ohio certified MBEs may respond;
- Have established criteria by which prospective MBEs will be evaluated including business ability and specific experience related to the work requirements;
- Require the MBE to maintain their certification throughout the term of the Contract, including any renewals; and
- Propose the awarded MBE as a subcontractor under the offeror's proposal.

After award of the RFP, the Contractor must submit a monthly report to the agency Contract Manager or designee documenting the work performed by and payments made to the MBE. These reports must

reflect the level of MBE commitment agreed to in the Contract. The reports must be filed at a time and in a form prescribed by the Contract Manager or designee.

Reimbursable Expenses. None.

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

Work Related Travel and Training. When it is deemed necessary by the State and the Contractor, that staff assigned to the Contract must travel or that additional training (i.e. training for skill sets above and beyond the RFP requirements or reflecting new technology or changes in project direction as determined by ODJFS) is in order to ensure the success of the Project, the expenses will be identified and agreed upon in an IDA. This travel and training will be detailed in the IDA and it will be the responsibility of the Contractor to manage all these expenses as described in the IDA. ODJFS will not directly reimburse Contractor staff for travel or training; it will be the Contractor's responsibility to reimburse Contractor staff.

Bill to Address. Ohio Department of Job and Family Services (ODJFS)
Office of Fiscal and Monitoring Services
30 East Broad Street, 37th floor
Columbus, Ohio 43215

Location of Data. Ohio Department of Job and Family Services (ODJFS)

Attachment Three: Requirements for Proposals

Proposal Format. Each Proposal must include sufficient data to allow the State to assess the best value, technical, implementation, performance, maintenance and operations and to verify the total cost for the Work and all of the Contractor's claims of meeting the RFP's requirements. The offeror's Proposal submission must be submitted using the RFP in-line response, templates and attachments described below. The State may reject offeror Proposals that do not comply with the mandatory requirement to provide in-line responses and do not include the identified templates and attachments.

These instructions describe the required format for a responsive Proposal. The offeror may include any additional information it believes is relevant. The offeror's proposal submission must be submitted using the Microsoft Word version of the RFP to provide an in-line response to the RFP. An identifiable tab sheet must precede each section of the 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.

Offeror responses should use a consistent contrasting color (**blue** is suggested to contrast with the black text of this document) to provide their response to each requirement so that the offeror response is readily distinguishable to the State. Figure 1 shows an example of the required format for responding to the RFP requirements.

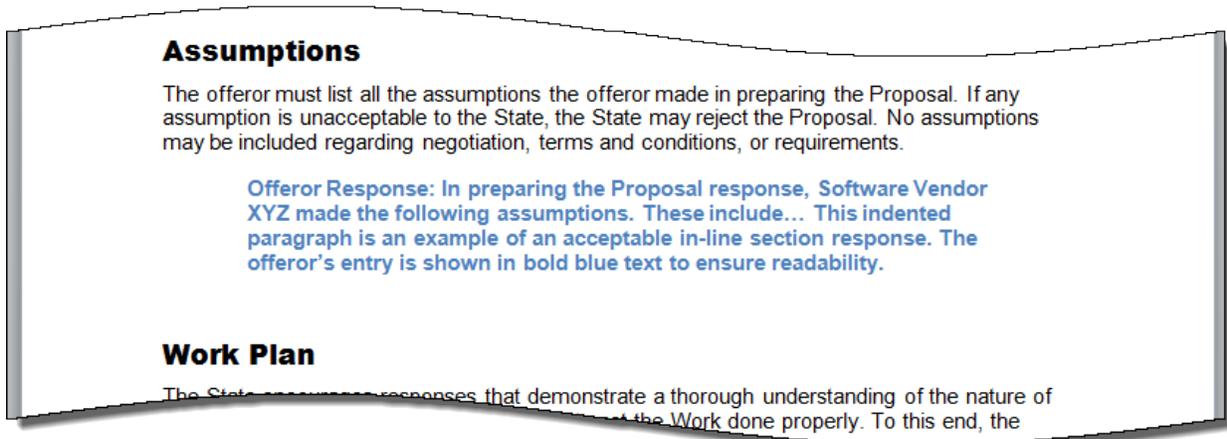


Figure 1. Sample Formatting for an Acceptable In-Line Section Response.

To aid offerors in the creation of the most favorable depiction of their responses, alternative formats are acceptable that use **typefaces**, **styles** or **shaded backgrounds**, so long as the use of these formats are consistent throughout the offeror's response and readily distinguishable from the baseline RFP. Any alteration to the State-provided baseline RFP language is strictly prohibited. The State will electronically compare offeror responses to the baseline RFP and deviations or alterations to the State's RFP requirements may result in a rejection of the offeror's Proposal.

To ensure that each Proposal addresses the required Scope of Work (Attachment Two) and required sections of the Proposal format (Attachment Three), offerors must address each RFP requirement by section and sub-section heading and provide the offeror's proposed solution or response to the requirement by section and subsection **in-line** using the provided Microsoft Word version of this RFP.

Each Proposal must include each component listed in the table below as a separate **tabbed section in the in-line response**. Additionally, offerors must include the entire content of Attachment Four: General Terms and Conditions as a single section in their proposal. **Contractors must include a statement at the beginning of the section** indicating that the offeror has read, understands and agrees to the General Terms and Conditions contained in Attachment Four.

Each Proposal must respond to every request for information in this attachment and Attachment Two, whether the request requires a simple “Yes” or “No” or requires a detailed explanation. Simply repeating an RFP requirement and agreeing to comply may be an unacceptable response and may cause the Proposal to be rejected.

Item #	Proposal Component Description
1	Vendor Information Form (OBM-5657)
2	Subcontractor Letters
3	MBE Identification and Certification
4	Offeror Certification Form
5	Offeror Description
6	Offeror Profile Summary Forms
7	Personnel Profile Summary Forms
8	Time Commitment
9	Assumptions
10	Work Plan Approach
11	Contingency Plan
12	Escalation Plan
13	Support Requirements
14	Conflict of Interest Statement
15	Proof of Insurance
16	Payment Address
17	Legal Notice Address
18	W-9 Taxpayer ID Number and Certification Form
19	Independent Contractor Acknowledgement Form
20	Standard Affirmation and Disclosure Form (EO 2011-12K)
21	Affirmative Action Program Verification Form
22	Acceptance of Attachment Four: General Terms and Conditions
23	Cost Summary (Cost must be a separate 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.

MBE Identification and Certification. Any offeror proposing an MBE subcontractor certified by the Department of Administrative Services pursuant to ORC 123.151 must provide a copy of their Ohio MBE Certification. The offeror must also indicate the specific percentage of the cost of the Work that it will set-aside for Ohio certified MBE subcontractor(s) only which must equal, at a minimum, 15% of the cost of the Contract. If a Sheltered MBE Solicitation/Embedded MBE Set-Aside Process, other than that described in Attachment Two is used, the offeror must include a description of the competitive process used.

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

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

In addition, the narrative must address the following items:

1. The priority of the Child Welfare Systems Applications Project in relation to other offeror current projects and proposals being submitted;
2. The priority of this type of work within the overall corporate structure in terms of resource support, oversight, control and organizational reporting;
3. The depth of personnel available to the offeror to perform on the Child Welfare Systems Applications Project, as well as concurrent offeror projects;
4. Current assignments and time commitment of staff that are proposed by name in this proposal;
5. Commitment not to divert Contractor staff to other projects;
6. If the offeror proposes to use a subcontractor(s) to complete this effort, the offeror must describe its approach to effectively manage the subcontractor(s); and
7. Current contractual obligations which might influence the ability of the offeror or its personnel to perform the conditions of the RFP.

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

1. Client relationship management, to include experience working with multiple levels of customers, representing multiple levels of government;
2. Managing in partnership with ODJFS, including shared ownership and accountability for success of the program goals and objectives;
3. Offeror's general approach to Project Management, to include management tools used to facilitate timely delivery of services and financial accountability;
4. Offeror's Systems Development Life Cycle methodology use and success;
5. Offeror's internal processes and procedures to interview and select candidates to ensure the hiring of quality staff;
6. Offeror's approach to career development for staff to ensure staff stay abreast of current and emerging technologies and possess the related skills;
7. Offeror's experience and success in providing enterprise-wide solutions in a legacy system;
8. The methodologies, processes and procedures the offeror's proposed organization(s) will approach to develop the IDA;
9. The milestone review processes (e.g. critical design review), including how communication and status review will be conducted between all parties; and
10. Offeror's approach to software quality assurance and software configuration management to include best practices and key principles.

Additionally, the offeror must provide a complete and detailed response to the following:

Child Welfare Systems Applications is the state of Ohio's automated system responsible for obtaining and maintaining child welfare information related to foster care, adoptive car, child abuse and neglect. Child Welfare Systems Applications are accessible by all 88 Ohio counties via a TCP-IP network processing an average of 1.7 million transactions per day.

Although the rules and regulations for child welfare (e.g., case management, licensing, abuse and neglect standards) are set at the federal level, delivery of these services (e.g., distribution of funds) can be left to the individual states to determine. As the State identifies better ways of doing business and chooses to change the functionality of the Child Welfare Systems Applications where it can, it does not want this change to impact those programs that are clearly mandated by the federal government.

1. Describe your experience in maintaining and making changes or enhancements to a comparable legacy production system (reference Part 1: Executive Summary - System Overview for assistance.).
2. Describe your experience or approach to implementing and managing change to one part of a system without impacting the others, ensuring no potential or existing loss in service or unnecessary downtime.
3. Describe the quality assurance or project management techniques you would employ to ensure successful delivery of the system changes, to include communication with the end-user.

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

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

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

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

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

- Description of how the related service shows the offeror's experience, capability, and capacity to develop the Deliverables and to achieve this Project's milestones.

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

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

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

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

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

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

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

- a) **Candidate References.** If the offeror provides less than three work experiences, the offeror must explain why. The State may reject the Proposal if less than three work experiences are given for a candidate.
- b) **Education and Training.** The offeror must use this section to list the education and training of the proposed candidate and demonstrate, in detail, the proposed candidate's ability to properly perform under the Contract. The offeror must show how the candidate's education and training relates to the requirements of the RFP.
- c) **Mandatory Experience and Qualifications.**
The offeror must complete this section to show how a candidate meets the mandatory experience requirements, if any are applicable to that candidate. If any candidate does not meet the mandatory requirements for the position the candidate is proposed to fill, the offeror's Proposal may be rejected as non-responsive.
- d) **Required Experience and Qualifications.** The offeror must complete this section to show how its candidate meets the experience requirements. (Refer to Attachment Eight.)

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

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

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

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

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

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

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

Contingency Plan. The offeror must fully describe its process for tracking successful completion of the deliverables outlined in the IDA. The offeror must also indicate how it will flag any problems foreseen or

anticipated in the delivery of services or deliverables. The offeror must also provide a contingency plan that describes the process that will be used to rectify or alleviate the problems.

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

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

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

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

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

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

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

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

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

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

W-9 Form. The offeror must complete the attached W-9 form in its entirety. The offeror must submit at least one originally signed W-9. All other copies of a Proposal may contain copies of the W-9. The offeror must indicate on the outside of the binder which Proposal contains the originally signed W-9. A current version of the Internal Revenue's W-9 form is available at <http://obm.ohio.gov/MiscPages/Forms/default.aspx> in the Vendor Forms section.

Independent Contractor Acknowledgement Form. Unless the offeror is a "business entity" as that term is defined in ORC. 145.037 ("an entity with five or more employees that is a corporation, association, firm,

limited liability company, partnership, sole proprietorship, or other entity engaged in business”), the offeror must complete and submit an originally signed Independent Contractor Acknowledgement form in its entirety. All other copies of a Proposal may contain copies of the Independent Contractor Acknowledgement form. The offeror must indicate on the outside of the binder which Proposal contains the originally signed Independent Contractor Acknowledgement form. A current version of the Independent Contractor Acknowledgement form is available at <https://www.opers.org/forms-archive/PEDACKN.pdf#zoom=80>.

Standard Affirmation and Disclosure Form (EO 2011-12K). The offeror must complete and sign the Affirmation and Disclosure Form (Attachment Nine) as part of its Proposal. Executive Order 2011-12K is available at <http://www.governor.ohio.gov/Portals/0/pdf/executiveOrders/EO%202011-12K.pdf>.

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.

Acceptance of Attachment Four: General Terms and Conditions Acceptance. The offeror must include the entire content of Attachment Four: General Terms and Conditions as a single section in their proposal. Contractors must include a statement at the beginning of the section indicating that the offeror has read, understands and agrees to the General Terms and Conditions contained in Attachment Four.

Cost Summary. This RFP includes a Cost Summary Form provided as an attachment. Offerors may not reformat this form. Each offeror must complete the Cost Summary Form in the exact format provided, since the State may reject any Proposal with a reformatted Cost Summary Form or that is not separately sealed. (See: Part 3: General Instructions, Proposal Submittal.)

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

The offeror’s total cost for all the Work must be represented as the Total Cost Summary for Evaluation amount.

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

Attachment Four: General Terms and Conditions

PART 1: PERFORMANCE AND PAYMENT

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

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

Should the Contractor determine that directions or requests made by State representatives impact the agreed-to schedule, costs or scope of the work, the Contractor must:

1. Document the impacting request;
1. Identify where the direction of request of the State differs from the Contractor's understanding of the schedule, cost or scope of work; and
2. Seek direction from the authorized State account representative.

Should the State account representative and the Contractor account representative be unable to resolve the disagreement to mutual satisfaction and in keeping with the agreed-to schedule, cost and scope of the work, the disagreement will be classified as a Dispute and escalated through the informal and formal dispute resolution processes contained herein.

Term. Unless this Contract is terminated or expires without renewal, it will remain in effect until the Work is completed to the satisfaction of the State and the Contractor is paid. But the current General Assembly cannot commit a future General Assembly to an expenditure. Therefore, this Contract will automatically expire at the end of each biennium, the first of which is June 30, 2017. The State may renew this Contract in the next biennium by issuing written notice to the Contractor of the decision to do so. This expiration and renewal procedure also will apply to the end of any subsequent biennium during which the Work continues, subject to the State's approval. Termination or expiration of this Contract will not limit the Contractor's continuing obligations with respect to Deliverables that the State pays for before or after termination or limit the State's rights in such.

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

The Work has a completion date that is identified in the RFP Documents. The RFP Documents also may have several dates for the delivery of Deliverables or reaching certain milestones in the Work. The Contractor must make those deliveries, meet those milestones, and complete the Work within the times the RFP Documents require. If the Contractor does not meet those dates, the Contractor will be in default, and the State may terminate this Contract under the Suspension and Termination Section contained in Part 2 of this Attachment Four.

The State also may have certain obligations to meet. Those obligations, if any, also are listed in the RFP

Documents. If the State agrees that the Contractor's failure to meet the delivery, milestone, or completion dates in the RFP Documents is due to the State's failure to meet its own obligations in a timely fashion, then the Contractor will not be in default, and the delivery, milestone, and completion dates affected by the State's failure to perform will be extended by the same amount of time as the State's delay. The Contractor may not rely on this provision unless the Contractor has in good faith exerted reasonable management skill to avoid an extension and has given the State meaningful written notice of the State's failure to meet its obligations within five business days of the Contractor's realization that the State's delay may impact the Work. The Contractor must deliver any such notice to both the 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 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 price. All required components and processes for the Work to be complete and useful to the State are included in the Work and the price, unless the RFP expressly provides otherwise. Incidental items will include:

1. Those identified by the Contractor as part of their Offer development process as required to deliver the Work that were omitted from the RFP documents but included in their Offer to the State;
2. Those items identified by the State to the Contractor as omissions by either the State (in the RFP) or the Contractor (in the Offer) and included in the development of a final agreement between the State and the Contractor;
3. Items mutually agreed by the Contractor and the State in writing as required as a result of the State's review of the deliverables and work products associated with delivering the Work; or
4. Those items that are mutually agreed in writing by the State and Contractor as to not impose any new costs or schedule impacts to either the State or the Contractor.

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 "IDA" 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 Contractor must assume all expenses that it incurs in the performance of this Contract. If at some point during the term of this Contract the State agrees to pay for Contractor expenses, those expenses, including travel, will be paid in accordance with Ohio Revised Section 126.31 and Ohio Administrative Code 102-1-02, and only with the prior written approval of the State. The Contractor and the State will agree at that time on the submittal and payment process for reimbursable expenses.

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:

1. All statutory provisions under the Revised Code, including Section 126.07, have been met;
2. All necessary funds are made available by the appropriate State entities;
3. If required, the Controlling Board of Ohio approves this Contract; and
4. 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.

Independent Contractor Acknowledgement. It is fully understood and agreed that the Contractor is an independent contractor and is not an agent, servant, or employee of the State of Ohio or the Ohio Department of Administrative Services. The Contractor declares that it is engaged as an independent business and has complied with all applicable federal, state, and local laws regarding business permits and licenses of any kind, including but not limited to any insurance coverage, workers' compensation, or unemployment compensation that is required in the normal course of business and will assume all responsibility for any federal, state, municipal or other tax liabilities. Additionally, the Contractor understands that as an independent contractor, it is not a public employee and is not entitled to contributions from DAS to any public employee retirement system.

The Contractor acknowledges and agrees any individual providing personal services under this agreement is not a public employee for purposes of Chapter 145 of the Ohio Revised Code. Unless the Contractor is a "business entity" as that term is defined in ORC. 145.037 ("an entity with five or more employees that is a corporation, association, firm, limited liability company, partnership, sole proprietorship, or other entity engaged in business") the Contractor shall have any individual performing services under this agreement complete and submit to the ordering agency the Independent Contractor/Worker Acknowledgement found at the following link: <https://www.opers.org/forms-archive/PEDACKN.pdf#zoom=80>.

The Contractor's failure to complete and submit the Independent/Worker Acknowledgement prior to commencement of the work, service or deliverable, provided under this agreement, shall serve as Contractor's certification that the Contractor is a "Business entity" as the term is defined in ORC Section 145.037.

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

Liquidated Damages. The State and the Contractor agree that failure by the Contractor to meet the performance standards and timelines set forth in this RFP may result in damages to the State that are difficult to measure. It is therefore agreed that the State may require the Contractor to pay liquidated damages for failure according to the following criteria.

For failure by the Contractor to meet a deliverable date, the State may require the Contractor to pay liquidated damages in the amount of \$2,500.00 per work day, for each and every day thereafter until such deliverable is completed and accepted as corrected and approved by the State. The parties understand that liquidated damages are not intended to be punitive. The deliverable due dates will be defined in the final Schedule and Work Plan.

Prior to exercising the option to impose liquidated damages, the State and the Contractor will attempt to resolve issues through the course of normal business activities using applicable agreed "cure" periods to correct failures.

The State will provide written notice of the Contractor's failure to meet a performance standard, documentation, work product, or deliverable. In the event of failure to meet a performance standard, documentation, work product, or deliverable, the Contractor has up to fifteen (15) calendar days from the

date of receipt of the written notice to correct such failure. If the failure is not resolved within the 15-day period, liquidated damages may be imposed retroactively to the date of expected delivery.

The Contractor will not be liable for liquidated damages which result from events that are directly caused by the failure of the State to perform any required activity, force majeure, or any other cause that is not the Contractor's responsibility under this Contract

If for any reason the Contractor is delayed in meeting the approved schedule due to negligence on the part of the State or by any cause not due to the Contractor's fault or negligence, then the Contract schedule may, at the State's option, be extended by change order for such reasonable time as the State may determine. Any claim for extension of time must be made in writing to the State Contract Manager not more than five calendar days after the Contractor reasonably should have become aware of the delay.

PART 2: WORK AND CONTRACT ADMINISTRATION

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

Other Contractors. The State may hold other contracts for additional or related work, including among others independent verification and validation (IV&V) efforts for the Work. The Contractor must fully cooperate with all other Contractors and State employees and coordinate its Work with such other Contractors and State employees as may be required for the smooth and efficient operation of all related or additional work. The Contractor may not act in any way that may unreasonably interfere with the work of any other Contractors or the State's employees. Further, the 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 product, records, materials, personnel, meetings, and correspondence as the IV&V Contractor may request. If the State assigns an IV&V Contractor to the Work, the State will obligate the IV&V Contractor to a confidentiality provision similar to the Confidentiality Section contained in this Contract. The Contractor must include the obligations of this provision in all its contracts with its Subcontractors for the Work.

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

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

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

If the Contractor uses any Subcontractors, each Subcontractor must have a written agreement with the Contractor. That written agreement must incorporate this Contract by reference. The agreement also must pass through to the Subcontractor all provisions of this Contract that would be fully effective only if

they bind both the Subcontractor and the Contractor. Among such provisions are the limitations on the Contractor's remedies, the insurance requirements, record keeping obligations, and audit rights. Some sections of this Contract may limit the need to pass through their requirements to subcontracts to avoid placing cumbersome obligations on minor Subcontractors. But this exception is applicable only to sections that expressly provide an exclusion for small-dollar subcontracts. Should the Contractor fail to pass through any provisions of this Contract to one of its Subcontractors and the failure damages the State in any way, the Contractor must indemnify the State for the damage.

Record Keeping. The Contractor must keep all financial records in accordance with generally accepted accounting principles consistently applied. The Contractor also must file documentation to support each action under this Contract in a manner allowing the documentation to be readily located. 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. Should the Contractor deem for confidentiality obligations to other customers that these records be maintained separately from other customer records, the Contractor is permitted to maintain and keep these records separate.

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.

Onsite Operational and Financial Examinations. To assist the State in its activities related to oversight of the Contractor in the performance of the Contract, subsequent to the effective date of this Contract, the State, or its agent, may conduct onsite operational and financial examinations of Contractor.

1. The onsite examinations may include, without limitation, verification that business is conducted as represented by Contractor at all sites where it performs services or disaster recovery for the State; Contractor's facilities are adequate to support claims of staffing, services performed and inventory housed; and the facilities provide adequate security for staff, functions performed and services rendered. This examination may include verification that Contractor has adequate information security compliance policies and procedures.
2. The financial examination may include, without limitation, a review of Contractor's current balance sheet; its most recent annual report; up to three (3) years of third party audits; tax returns for the previous three (3) years; and all documentation supporting employee bonds and insurance policies of Contractor.

Consent to Examinations.

1. By execution of this Contract, Contractor consents to the examinations described in these provisions and consents to such examinations being conducted by the State or its agent.
2. The State may conduct such examinations from time to time during the term of this Contract and the consent to the examinations provided by Contractor must be a continuing consent to conduct the examinations periodically in the State's discretion during the Term of this Contract.

Right to Terminate.

1. In the event the State determines, in its sole discretion, that the results of any examination of Contractor is unsatisfactory per the requirements of the Contract and not remedied within a 30-day period following notice from the State, the State may terminate this Contract, in part or in full.
2. If the Contractor fails to satisfy the requirements of the State with regard to security of information, or if an examination reveals information that would result in a continuing contractual relationship that causes the State to be in violation of any law, the State may terminate this Contract immediately without notice.
3. If Contractor fails to satisfy the requirements of the State with regard to matters not related to those discussed in Right to Terminate paragraphs (1) or (2), the State will provide Contractor with

notice and an opportunity to cure the failure within 30 days. If the failure is not cured by Contractor within such 30-day period, the State may terminate this Contract without further notice.

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

1. Workers' compensation insurance, as required by Ohio law, and if some of the Work will be done outside Ohio, the laws of the appropriate state(s) where any portion of the Work will be done. The Contractor also must maintain employer's liability insurance with at least a \$1,000,000.00 limit.
2. 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 waiver of subrogation. The table below shows the minimum limits of the Commercial General Liability insurance. The policy must be endorsed to provide the State with 30-days prior written notice of cancellation, material change or non-renewal, except a 10-day notice of non-payment of premium. The Contractor's Commercial General Liability must be primary over any other insurance coverage.

Minimum	Commercial General Liability Insurance
\$ 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

3. Commercial Automobile Liability insurance with a combined single limit of \$500,000.
4. Professional Liability insurance covering all staff with a minimum limit of \$1,000,000 per incident and \$3,000,000 aggregate. If the Contractor's policy is written on a "claims made" basis, the Contractor must provide the State with proof of continuous coverage at the time the policy is renewed. If for any reason the policy expires, or coverage is terminated, the Contractor must purchase and maintain "tail" coverage through the applicable statute of limitations. The certificate(s) must be in a form that is reasonably satisfactory to the State as to the contents of the policies and the quality of the insurance carriers. All carriers must have at least an "A-" rating by A.M. Best.

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

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

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

under this provision, it may offset these damages from any Fees due under this Contract.

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

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

1. 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 effects a cure or the Contract expires without renewal or is terminated.
2. The State may terminate this Contract immediately for cause and without any cure period.

Should the State exercise its option under item (1) above, it nevertheless will be entitled anytime thereafter to exercise its option under item (2) 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 for cause 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 for cause of its obligations under this Contract, provided the breach is curable. If the Contractor fails to cure the breach within 30 calendar days after written notice, or if the breach is not one that is curable, the State will have the right to terminate this Contract immediately on notice to the Contractor. The State also may terminate this Contract in the case of breaches that are cured within 30 calendar days but are persistent. "Persistent" in this context means that the State has notified the Contractor in writing of the Contractor's failure to meet any of its obligations three times. After the third notice, the State may terminate this Contract on written notice to the Contractor without a cure period if the Contractor again fails to meet any obligation. The three notices do not have to relate to the same obligation or type of failure. Some provisions of this Contract may provide for a shorter cure period than 30 calendar days or for no cure period at all, and those provisions will prevail over this one. If a particular section does not state what the cure period will be, this provision will govern.

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

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

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

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

The State will have the option of suspending rather than terminating the Work, if the State believes that doing so would better serve its interests. In the event of a suspension for the convenience of the State, the Contractor will be entitled to receive payment for the work performed before the suspension. In the case of suspension of the Work for cause 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.

Notwithstanding anything in the Contract to the contrary, any time the State has the right to terminate the Contract, the State may elect to terminate the Contract only in part by notifying the Contractor of such decision. By electing to terminate only part of the Contract, the State does not give up its rights to later terminate other portions or the entire Contract. In the event the State terminates all or part of the services provided by the Contractor, the Contractor will continue to be obligated to perform the services, both those that are to remain and those that are being terminated, in accordance with the requirements of the Contract, including without limitation, the service level requirements as long as the services continue to be provided. In addition, regardless of whether the termination is for all services or only part of the services, the Contractor must provide the transition services as set forth in this RFP.

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 Project Manager under this Contract will be the person identified on the RFP Documents as the "Work Manager." The Project Manager will be the Contractor's liaison with the State under this Contract. Additionally, the Project Manager will conduct all Work meetings and prepare and submit to the 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 Project Manager without the approval of the State if that person is identified in the RFP Documents by name or as a key individual on the Work.

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

The Contractor must assume the lead in the areas of management, design, and development of the Work. The Contractor must coordinate the successful execution of the Work and direct all Work activities on a day-to-day basis, with the advice and consent of the 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. It is fully understood and agreed that Contractor is an independent contractor and is not an agent, servant, or employee of the State of Ohio or the Ohio Department of Administrative Services. Contractor declares that it is engaged as an independent business and has complied with all applicable federal, state, and local laws regarding business permits and licenses of any kind, including but not limited to any insurance coverage, workers' compensation, or unemployment compensation that is required in the normal course of business and will assume all responsibility for any federal, state, municipal or other tax liabilities. Additionally, Contractor understands

that as an independent contractor, it is not a public employee and is not entitled to contributions from DAS to any public employee retirement system.

Contractor acknowledges and agrees any individual providing personal services under this agreement is not a public employee for purposes of Chapter 145 of the Ohio Revised Code. Unless Contractor is a "business entity" as that term is defined in ORC. 145.037 ("an entity with five or more employees that is a corporation, association, firm, limited liability company, partnership, sole proprietorship, or other entity engaged in business") Contractor shall have any individual performing services under this agreement complete and submit to the ordering agency the Independent Contractor/Worker Acknowledgement found at the following link: <https://www.opers.org/forms-archive/PEDACKN.pdf#zoom=80>

Contractor's failure to complete and submit the Independent/Worker Acknowledgement prior to commencement of the work, service or deliverable, provided under this agreement, shall serve as Contractor's certification that contractor is a "Business entity" as the term is defined in ORC Section 145.037.

Ohio MBE Certification. Any MBE must maintain their certification throughout the term of the Contract, including any renewals. Failure to maintain such certification will be considered a breach of the 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 3: OWNERSHIP AND HANDLING OF INTELLECTUAL PROPERTY & CONFIDENTIAL INFORMATION

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

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

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

The Contractor's obligation to maintain the confidentiality of the Confidential Information will not apply where such: (1) was already in the Contractor's possession before disclosure by the State, and such was received by the Contractor without obligation of confidence; (2) is independently developed by the

Contractor; (3) except as provided in the next paragraph, is or becomes publicly available without breach of this Contract; (4) is rightfully received by the Contractor from a third party without an obligation of confidence; (5) is disclosed by the Contractor with the written consent of the State; or (6) is released in accordance with a valid order of a court or governmental agency, provided that the Contractor (a) notifies the State of such order immediately upon receipt of the order and (b) makes a reasonable effort to obtain a protective order from the issuing court or agency limiting disclosure and use of the Confidential Information solely for the purposes intended to be served by the original order of production. The Contractor must return all originals of any Confidential Information and destroy any copies it has made on termination or expiration of this Contract.

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

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

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

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

The State owns all Deliverables that the Contractor produces under this Contract, with all rights, title, and interest in all intellectual property that come into existence through the Contractor's custom work being assigned to the State. Additionally, the Contractor waives any author rights and similar retained interests in custom-developed material. The Contractor must provide the State with all assistance reasonably needed to vest such rights of ownership in the State.

The Contractor will retain ownership of all tools, methods, techniques, standards, and other development procedures, as well as generic and preexisting shells, subroutines, and similar material incorporated into any custom Deliverable ("Pre-existing Materials"), if the Contractor provides the non-exclusive license described in the next paragraph.

The Contractor may grant the State a worldwide, non-exclusive, royalty-free, perpetual license to use, modify, and distribute all Pre-existing Materials that are incorporated into any custom-developed Deliverable rather than grant the State ownership of the Pre-existing Materials. The State may distribute such Pre-existing materials to third parties only to the extent required by governmental funding mandates. The Contractor may not include in any custom Deliverable any intellectual property unless such has been created under this Contract or qualifies as Pre-existing Material. If the Contractor wants to incorporate

any Pre-existing Materials into a custom Deliverable, the Contractor must first disclose that desire to the State in writing and seek the State's approval for doing so in advance. The State will not be obligated to provide that approval, unless the Contractor disclosed its intention to do so in the RFP Documents. On the Contractor's request, the State will incorporate into any copies of a custom Deliverable any proprietary notice that the Contractor included with the original copy, if that notice is reasonably necessary to protect the Contractor's interest in any Pre-existing Materials contained in the custom Deliverable.

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

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

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

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

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

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

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

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

PART 4: 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.

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

For Commercial Software licensed from a third party that is incorporated into a Deliverable, and for which the State has not approved a separate license agreement governing that Commercial Software's warranties as part of the RFP process, the Contractor represents and warrants that it has done one of the following things: (a) obtained the right from the third-party licensor to commit to the warranties and maintenance obligations in this Section; (b) obtained a binding commitment from the licensor to make those warranties and maintenance obligations directly to the State; or (c) fully disclosed in the RFP

Documents any discrepancies between the requirements of this section and the commitment the third-party licensor has made.

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

For purposes of the warranties and the delivery requirements in this Contract, software documentation means well written, readily understood, clear, and concise instructions for the software's users as well as a system administrator. The software documentation will provide the users of the software with meaningful instructions on how to take full advantage of all of the capabilities designed for end users. It also means installation and system administration documentation for a system administrator to allow proper control, configuration, and management of the software. Source code means the uncompiled operating instructions for the software. However, the Contractor will not be obligated to provide source code for Commercial Software unless it is readily available from the licensor. The source code must be provided in the language in which it was written and will include commentary that will allow a competent programmer proficient in the source language to readily interpret the source code and understand the purpose of all routines and subroutines contained within the source code.

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

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

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

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

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

General Exclusion of Warranties. The Contractor makes no warranties, express or implied, other than those express warranties contained in this Contract.

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

Limitation of Liability. Neither party will be liable for any indirect, incidental, or consequential loss or damage of the other party, including but not limited to lost profits, even if the parties have been advised, knew, or should have known of the possibility of such damages. Additionally, neither party will be liable to the other for direct or other damages in excess of two times the amount of the IDA in question. 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 5: 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 99.99%, unless otherwise specified in the RFP Documents. The performance level for the Project is computed by dividing the sum of the uptime by the number of working hours during the test time. "Uptime" means the total hours, rounded to the nearest quarter hour, during which all components of the Project are operational and all functions of the Project

are available to its users. The number of “working hours” means the total number of working hours for the period during which the Project was scheduled to be available to its users. Uptime and downtime will be measured in hours and quarter hours.

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

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

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

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

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

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

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

respect to the source code. That is, with respect to the source code that the State gets under this section, the State will do all the things that the Confidentiality section requires the Contractor to do in handling the State's Confidential Information.

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

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

The following services are outside the scope of this Contract:

- a. Maintenance to bring the Equipment into compliance with any law, rule, or regulation if such law, rule, or regulation was not in effect on the acceptance date.
- b. Repair and replacement work or increase in maintenance time as a result of damage or loss resulting from casualty or the State's misuse of the Equipment, damage resulting from improper packing or failure to follow prescribed shipping instructions (if such is done by the State), failure of electrical power, air conditioning or humidity control, use of supplies not approved by the original manufacturer of the Equipment as described or included in the Contractor's Proposal, or causes other than ordinary use of the Equipment.
- c. Furnishing supplies or accessories, making specification changes, or adding or removing approved accessories, attachments, or other devices.
- d. Maintenance or any increase in maintenance time resulting from any maintenance or inappropriate connection to other equipment (not done by the Contractor) that results in damage to the Equipment.
- e. Activities required to restore the Equipment to good operating condition if the problem has resulted from someone other than Contractor's authorized service personnel repairing, modifying, or performing any maintenance service on the Equipment.

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

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

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

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

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

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

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

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

The Contractor must make maintenance available 24 consecutive hours daily, Monday through Sunday, 365 days each year, including all legal holidays. Travel time and expenses related to remedial and preventive maintenance will not be considered billable but will be included in the Contractor's firm, fixed Fee for the Project during the warranty period and a part of the annual maintenance Fee during later annual maintenance periods.

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

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

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

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

PART 6: CONSTRUCTION

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

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

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

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

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

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

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

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

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

PART 7: LAW AND COURTS

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

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

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

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

Governing the Expenditure of Public Funds on Offshore Services. The Contractor affirms to have read and understands Executive Order 2011-12K and must 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.

Security and 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.

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

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

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

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.

Use of MBE and EDGE Contractors. The State encourages the Contractor to purchase goods and services from Minority Business Enterprises (MBE) and Encouraging Diversity, Growth and Equity (EDGE) Contractors.

Attachment Five: Sample Contract

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

AND

(CONTRACTOR)

THIS CONTRACT, which results from RFP #0Axxxx, entitled <PROJECT NAME> Project, is between the State of Ohio, through the Department of Administrative Services, on behalf of the <AGENCY NAME>, and _____ (the "Contractor").

This Contract consists of:

1. The one page Contract (Attachment Five) in its final format; and
2. The State's <PROJECT NAME> Negotiated Contract dated MONTH, DAY, 201x which includes the referenced RFP, and the Best and Final Offer (BAFO).

The Contract is the result of agreed upon changes to the RFP its attachments and supplements including any written amendments to the RFP, any materials incorporated by reference in the RFP, the Contractor's Proposal, and written, authorized amendments and clarifications to the Contractor's Proposal. It also includes any purchase orders and Change Orders issued under the Contract.

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 _____, 201x, or the occurrence of all conditions precedent specified in the General Terms and Conditions.

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

CONTRACTOR

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES

SAMPLE - DO NOT FILL OUT

By: _____

By: Robert Blair

Title: _____

Title: Director

Date: _____

Date: _____

Attachment Six: Offeror Certification Form

1. The Contractor is not currently subject to an “unresolved” finding for recovery under Revised Code Section 9.24, and the Contractor 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 Contractor 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 Contractor certifies that its responses to the following statements are true and accurate. The Contractor’s answers apply to the last seven years. Please indicate Yes or No in each column.

Yes/No	Description
	The Contractor has had a contract terminated for default or cause.
	The Contractor 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 Contractor was the subject of any governmental action limiting the right of the Contractor 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 Contractor, any officer of the Contractor, or any owner of a 20% interest or greater in the Contractor 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 Contractor, any officer of the Contractor, or any owner with a 20% interest or greater in the Contractor has been convicted of a felony or is currently under indictment on any felony charge.

4. If the answer to any item above is affirmative, the Contractor must provide complete details about the matter. While an affirmative answer to any of these items will not automatically disqualify an Contractor 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 Contractor’s performance under the Contract, and the best interest of the State.
5. The Contractor certifies that neither it nor any of its people that may work on or benefit from the Contract through the Contractor 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 needed.)

Attachment Six: Offeror Certification Form

6. 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 Contractor did not disclose in its Proposal.
7. The Contractor certifies that all its and its Subcontractors' personnel provided for the Work will have a valid I-9 form on file with the Contractor or Subcontractor, as appropriate, and will have presented valid employment authorization documents, if they are not United States citizens.
8. The Contractor certifies that its regular, fulltime employees will perform at least 40% of the Work.
9. The following is a complete list of all Subcontractors, if any, that the Contractor will use on the Work, if the State selects the Contractor to do the Work:

List of Subcontractors	

10. The Contractor certifies that it has obtained and submitted a Subcontractor letter, as required by Attachment Three, for each Subcontractor it plans to use to do the Work.
11. The Contractor certifies that that any MBE and/or EDGE program participants will provide necessary data to ensure program reporting and compliance.

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

Contractor Contact Information	
Name:	
Title:	
Mailing Address:	
Office Phone Number:	
Cell Phone Number	
Fax Number:	
Email Address:	

Signature: _____

Name: _____

Title: _____

Company Name: _____

Company D-U-N-S Number: _____

Attachment Seven: Offeror Profile Summary

OFFEROR MANDATORY REQUIREMENT #1 – Application experience as a contractor providing a minimum of 30 IT professionals, for large, complex legacy systems or the development of new systems on projects similar in size and scope. The experience referenced must be for an operational production system. The experience must have lasted a minimum of two consecutive years. All IT Professionals must be provided for the same project.

To demonstrate that the proposal meets this mandatory requirement, the offeror must propose its project experience or a combination of its project experience with the proposed subcontractor(s) project experience on one project to satisfy the requirement. The offeror must demonstrate they provided at least 50% of the staff for the referenced project. The offeror may use its proposed subcontractor(s) to meet the remaining 50% of the staff on the same project.

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

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

Attachment Seven: Offeror Profile Summary

OFFEROR MANDATORY REQUIREMENT #2 – Experience providing a minimum of 30 IT professionals simultaneously for a period of six or more consecutive months within the past five years. The Proposal may contain as many references as necessary to meet the requirement. If a proposal provides several references to meet this requirement, all references provided must overlap for a period of six or more consecutive months.

To demonstrate that the proposal meets this mandatory requirement, the offeror must propose its project experience or a combination of its project experience with the proposed subcontractor(s) project experience to satisfy the requirement. The offeror must meet at least 50% of the requirement. The offeror may use its proposed subcontractor(s) to meet the remaining 50%.

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

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Attachment Eight: Personnel Profile Summary

Personnel Profile Summary Instructions

Candidate References

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

The candidate reference given must be a person within the client's organization and not a co-worker or a contact within the Contractor's organization. If fewer than three references are provided, the offeror must explain why. The State may disqualify the Proposal if less than three references are given.

Candidate Education and Training

In the Candidate Education and Training section, list the education and training of the candidate and demonstrate in detail the candidate's ability to properly execute the Contract based on the relevance of the education and training to the requirements of the RFP.

Resumes may be provided, however they do not preclude the completion of the Personnel Profile Summary section of the RFP.

THE CANDIDATE REFERENCES AND CANDIDATE EDUCATION AND TRAINING SECTIONS MUST BE COMPLETED FOR EACH KEY TEAM MEMBER.

Attachment Eight: Personnel Profile Summary

Candidate Education and Training

List the education and training of the candidate. Demonstrate in detail the candidate's ability to properly execute the Contract based on the relevance of the education and training to the requirements of the RFP.

Candidate's Name:		
Staff Position:		
Education and Training	Months/Years	Degree/Major and Year Earned
College:		
Technical School:		
Technical and Professional Certifications:		
Other Technical and Professional Training:		

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**CANDIDATE REQUIREMENTS
(Experience and Qualifications)**

Position #1 – Senior Project Manager – Requirements

Candidate's Name:

Requirement: Experience as the Project Manager on one or more projects of similar size and scope during the past ten years with a minimum of one being from initiation to completion. In addition, a minimum of one project must have been within the last five years.

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

Similar size and scope information for the reference.

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

Candidate's experience for the referenced project.

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

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

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Attachment Eight: Personnel Profile Summary

**CANDIDATE REQUIREMENTS
(Experience and Qualifications)**

Position #1 – Senior Project Manager – Requirements

Candidate's Name:

Requirement: Experience on one or more large projects using project management tools such as Microsoft Project in defining tasks and developing project time lines.

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

Similar size and scope information for the reference.

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

Candidate's experience for the referenced project.

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

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

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Attachment Eight: Personnel Profile Summary

**CANDIDATE REQUIREMENTS
(Experience and Qualifications)**

Position #1 – Senior Project Manager – Requirements

Candidate's Name:

Requirement: Experience with two or more structured development methodologies in managing projects of similar size and scope over the past ten years.

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

Similar size and scope information for the reference.

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

Candidate's experience for the referenced project.

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

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Attachment Eight: Personnel Profile Summary

**CANDIDATE REQUIREMENTS
(Experience and Qualifications)**

Position #1 – Senior Project Manager – Desirable Requirements

Candidate's Name:

Requirement: Minimum of 60 months programming experience.

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

Similar size and scope information for the reference.

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

Candidate's experience for the referenced project.

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

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Attachment Eight: Personnel Profile Summary

**CANDIDATE REQUIREMENTS
(Experience and Qualifications)**

Position #1 – Senior Project Manager – Desirable Requirements

Candidate's Name:

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

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

Similar size and scope information for the reference.

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

Candidate's experience for the referenced project.

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

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

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Attachment Eight: Personnel Profile Summary

**CANDIDATE REQUIREMENTS
(Experience and Qualifications)**

Position #1 – Senior Project Manager – Desirable Requirements

Candidate's Name:

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

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

Similar size and scope information for the reference.

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

Candidate's experience for the referenced project.

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

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Attachment Eight: Personnel Profile Summary

**CANDIDATE REQUIREMENTS
(Experience and Qualifications)**

Position #2 – Technical Project Leader – Requirements

Candidate's Name:

Requirement: Experience as a Technical Project Leader on one or more projects of similar size and scope from initiation to completion within the past five years with demonstrated experience leading a technical team with a minimum of 15 people.

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

Similar size and scope information for the reference.

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

Candidate's experience for the referenced project.

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

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

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Attachment Eight: Personnel Profile Summary

**CANDIDATE REQUIREMENTS
(Experience and Qualifications)**

Position #2 – Technical Project Leader – Requirements

Candidate's Name:

Requirement: Experience with one or more structured development methodologies in system development projects in the past five years.

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

Similar size and scope information for the reference.

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

Candidate's experience for the referenced project.

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

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Attachment Eight: Personnel Profile Summary

**CANDIDATE REQUIREMENTS
(Experience and Qualifications)**

Position #2 – Technical Project Leader – Requirements

Candidate's Name:

Requirement: Experience on one or more large projects using project management tools such as Microsoft Project in defining tasks and developing project time lines as a technical lead.

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

Similar size and scope information for the reference.

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

Candidate's experience for the referenced project.

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Attachment Eight: Personnel Profile Summary

**CANDIDATE REQUIREMENTS
(Experience and Qualifications)**

Position #2 – Technical Project Leader – Desirable Requirements

Candidate's Name:

Requirement: Minimum of 36 months data analysis experience in one or more engagement in same or similar system as defined in RFP.

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

Similar size and scope information for the reference.

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

Candidate's experience for the referenced project.

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

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Attachment Eight: Personnel Profile Summary

**CANDIDATE REQUIREMENTS
(Experience and Qualifications)**

Position #2 – Technical Project Leader – Desirable Requirements

Candidate's Name:

Requirement: Minimum of 24 months application development experience in child welfare.

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

Similar size and scope information for the reference.

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

Candidate's experience for the referenced project.

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Attachment Eight: Personnel Profile Summary

**CANDIDATE REQUIREMENTS
(Experience and Qualifications)**

Position #3 – Java Programmer Analyst 3 – Requirements

Candidate's Name:

Requirement: Minimum of 60 months experience programming using IBM WebSphere (at least 36 months with version 7.x or later) software.

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

Similar size and scope information for the reference.

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

Candidate's experience for the referenced project.

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Attachment Eight: Personnel Profile Summary

**CANDIDATE REQUIREMENTS
(Experience and Qualifications)**

Position #3 – Java Programmer Analyst 3 – Requirements

Candidate's Name:

Requirement: Minimum of 24 months experience in Rapid Application Development (RAD).

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

Similar size and scope information for the reference.

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

Candidate's experience for the referenced project.

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

**CANDIDATE REQUIREMENTS
(Experience and Qualifications)**

Position #3 – Java Programmer Analyst 3 – Requirements

Candidate's Name:

Requirement: Minimum of 24 months programming experience in a Web based environment utilizing HTML, XML, JavaServer Pages, and JavaScript.

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

Similar size and scope information for the reference.

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

Candidate's experience for the referenced project.

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Attachment Eight: Personnel Profile Summary

**CANDIDATE REQUIREMENTS
(Experience and Qualifications)**

Position #3 – Java Programmer Analyst 3 – Requirements

Candidate's Name:

Requirement: Minimum of 48 months programming experience in an object oriented development environment.

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

Similar size and scope information for the reference.

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

Candidate's experience for the referenced project.

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Attachment Eight: Personnel Profile Summary

**CANDIDATE REQUIREMENTS
(Experience and Qualifications)**

Position #3 – Java Programmer Analyst 3 – Requirements

Candidate's Name:

Requirement: Minimum of 36 months HTML development experience.

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

Similar size and scope information for the reference.

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

Candidate's experience for the referenced project.

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Attachment Eight: Personnel Profile Summary

**CANDIDATE REQUIREMENTS
(Experience and Qualifications)**

Position #3 – Java Programmer Analyst 3 – Requirements

Candidate's Name:

Requirement: Minimum of 36 months of system analysis experience on large scale systems.

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

Similar size and scope information for the reference.

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

Candidate's experience for the referenced project.

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

**CANDIDATE REQUIREMENTS
(Experience and Qualifications)**

Position #3 – Java Programmer Analyst 3 – Requirements

Candidate's Name:

Requirement: Minimum of 24 months experience designing multi-tier applications.

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

Similar size and scope information for the reference.

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

Candidate's experience for the referenced project.

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

**CANDIDATE REQUIREMENTS
(Experience and Qualifications)**

Position #3 – Java Programmer Analyst 3 – Desirable Requirements

Candidate's Name:

Requirement: Minimum of 12 months of data modeling experience with ERwin.

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

Similar size and scope information for the reference.

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

Candidate's experience for the referenced project.

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

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Attachment Eight: Personnel Profile Summary

**CANDIDATE REQUIREMENTS
(Experience and Qualifications)**

Position #3 – Java Programmer Analyst 3 – Desirable Requirements

Candidate's Name:

Requirement: Minimum of 24 months experience with CVS or equivalent version control system.

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

Similar size and scope information for the reference.

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

Candidate's experience for the referenced project.

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Attachment Eight: Personnel Profile Summary

**CANDIDATE REQUIREMENTS
(Experience and Qualifications)**

Position #4 – Senior Business Intelligence ETL Developer – Requirements

Candidate's Name:

Requirement: Minimum of 36 months developing extract, transformation and loading (ETL) programs for Data Warehousing or Business Intelligence applications using Informatica version 9.6 or higher.

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

Similar size and scope information for the reference.

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

Candidate's experience for the referenced project.

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

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Attachment Eight: Personnel Profile Summary

**CANDIDATE REQUIREMENTS
(Experience and Qualifications)**

Position #4 – Senior Business Intelligence ETL Developer – Requirements

Candidate's Name:

Requirement: Minimum of 2 years knowledge of Data Warehousing and Business Intelligence database architecture and systems development lifecycle methodology.

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

Similar size and scope information for the reference.

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

Candidate's experience for the referenced project.

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

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Attachment Eight: Personnel Profile Summary

**CANDIDATE REQUIREMENTS
(Experience and Qualifications)**

Position #4 – Senior Business Intelligence ETL Developer – Desirable Requirements

Candidate's Name:

Requirement: Minimum of 2 years experience using data modeling tools, i.e., ERwin, ER Studio.

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

Similar size and scope information for the reference.

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

Candidate's experience for the referenced project.

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Attachment Eight: Personnel Profile Summary

**CANDIDATE REQUIREMENTS
(Experience and Qualifications)**

Position #4 – Senior Business Intelligence ETL Developer – Desirable Requirements

Candidate's Name:

Requirement: Minimum of 2 years experience using BI reporting tools, i.e., Cognos, Business Objects.

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

Similar size and scope information for the reference.

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

Candidate's experience for the referenced project.

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

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Attachment Eight: Personnel Profile Summary

**CANDIDATE REQUIREMENTS
(Experience and Qualifications)**

Position #5 – Senior Business Intelligence Report Developer – Requirements

Candidate's Name:

Requirement: Minimum of 36 months experience developing Business Intelligence reports using Cognos version 10.

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

Similar size and scope information for the reference.

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

**CANDIDATE REQUIREMENTS
(Experience and Qualifications)**

Position #5 – Senior Business Intelligence Report Developer – Requirements

Candidate's Name:

Requirement: Minimum of 12 months experience developing and testing complex SQL using DB2 LUW 9.7 or higher.

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

Similar size and scope information for the reference.

Number of batch Programs:	Number of on-line programs:
Average number of monthly transactions:	Average number of transactions annually over the past 2 years:
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Attachment Eight: Personnel Profile Summary

**CANDIDATE REQUIREMENTS
(Experience and Qualifications)**

Position #5 – Senior Business Intelligence Report Developer – Desirable Requirements

Candidate's Name:

Requirement: Minimum of 2 years experience using data modeling tools, i.e., ERwin, ER Studio.

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

Similar size and scope information for the reference.

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

**CANDIDATE REQUIREMENTS
(Experience and Qualifications)**

Position #5 – Senior Business Intelligence Report Developer – Desirable Requirements

Candidate's Name:

Requirement: Minimum of 2 years experience using using ETL tools, i.e., Informatica, DataStage.

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

Similar size and scope information for the reference.

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

**CANDIDATE REQUIREMENTS
(Experience and Qualifications)**

Position #6 – Testing Analyst 2 – Requirements

Candidate's Name:

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

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

Similar size and scope information for the reference.

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

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Attachment Eight: Personnel Profile Summary

**CANDIDATE REQUIREMENTS
(Experience and Qualifications)**

Position #6 – Testing Analyst 2 – Requirements

Candidate's Name:

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

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

Similar size and scope information for the reference.

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

**CANDIDATE REQUIREMENTS
(Experience and Qualifications)**

Position #6 – Testing Analyst 2 – Requirements

Candidate's Name:

Requirement: Minimum of 48 months experience defining and documenting business requirements.

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

Similar size and scope information for the reference.

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

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Attachment Eight: Personnel Profile Summary

**CANDIDATE REQUIREMENTS
(Experience and Qualifications)**

Position #6 – Testing Analyst 2 – Requirements

Candidate's Name:

Requirement: Minimum of 36 months experience using the Hewlett Packard suite of testing tools or equivalent.

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

Similar size and scope information for the reference.

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

**CANDIDATE REQUIREMENTS
(Experience and Qualifications)**

Position #6 – Testing Analyst 2 – Desirable Requirements

Candidate's Name:

Requirement: Minimum of 12 months experience testing child welfare applications.

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

Similar size and scope information for the reference.

Number of batch Programs:	Number of on-line programs:
Average number of monthly transactions:	Average number of transactions annually over the past 2 years:
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	Number of databases:
	Number of tables:
Peak monthly dollar volume:	Average monthly dollar volume:

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Attachment Eight: Personnel Profile Summary

**CANDIDATE REQUIREMENTS
(Experience and Qualifications)**

Position #7 – Business Analyst 2 – Requirements

Candidate's Name:

Requirement: Minimum of 24 months experience as a functional user, interpreting and implementing policies for a same or similar automated system as defined in the RFP.

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

Similar size and scope information for the reference.

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

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Attachment Eight: Personnel Profile Summary

**CANDIDATE REQUIREMENTS
(Experience and Qualifications)**

Position #7 – Business Analyst 2 – Requirements

Candidate's Name:

Requirement: Minimum of 60 months experience in designing and testing computer systems.

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

Similar size and scope information for the reference.

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

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Attachment Eight: Personnel Profile Summary

**CANDIDATE REQUIREMENTS
(Experience and Qualifications)**

Position #7 – Business Analyst 2 – Requirements

Candidate's Name:

Requirement: Minimum of 48 months experience defining and documenting business requirements.

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

Similar size and scope information for the reference.

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

**CANDIDATE REQUIREMENTS
(Experience and Qualifications)**

Position #7 – Business Analyst 2 – Desirable Requirements

Candidate's Name:

Requirement: Experience as a Business Analyst on a minimum of one project of similar size and scope from initiation to completion within the past five years. This project must demonstrate experience with documenting requirements, designing screens and other interfaces, testing system components, and implementing systems.

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

Similar size and scope information for the reference.

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

Candidate's experience for the referenced project.

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Attachment Nine: 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.

The Contractor affirms, understands and will abide by the requirements of [Executive Order 2011-12K](#). If awarded a contract, the Contractor becomes the Contractor and affirms that both the Contractor and any of its Subcontractors will perform no services requested under this Contract outside of the United States.

The Contractor 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 Contractor to sanctions, termination or a damages assessment. If the Contractor will not be using Subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

(Address)

(City, State, Zip)

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

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

2. Location where services will be performed by Contractor:

(Address)

(City, State, Zip)

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

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

Attachment Nine: Standard Affirmation and Disclosure Form
EXECUTIVE ORDER 2011-12K
Governing the Expenditure of Public Funds on Offshore Services

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

(Address)

(Address, City, State, Zip)

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

(Name)

(Address, City, State, Zip)

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: _____
Contractor

Print Name: _____

Title: _____

Date: _____

Attachment Ten: Cost Summary

The following two rows must be filled in with the subtotals from Cost Summary Table 1 and Table 2.

Cost Summary - Table 1 Subtotal	\$
Cost Summary - Table 2 Subtotal	\$

The combined Cost Summary Total of Tables 1 and 2 is the cost information that will be used for evaluation scoring purposes.

Cost Summary Total for Evaluation	\$
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The Percentage of MBE Set-Aside is also cost information that will be used for evaluation scoring purposes.

Percentage and Amount (of Cost Summary Total for Evaluation) for MBE Set-Aside Evaluation	%	\$
--	----------	-----------

Cost Summary - Table 1 contains possible positions and hours for the 90-day transition period.

The hourly rate(s) for identical positions in Table 1 and Table 2 must be the same.

Cost Summary - Table 1 Position Title	Hourly Rate		# of Staff Per Title		Maximum # of Hours per Staff Member	Total Cost
Key Personnel Positions						
Senior Project Manager	\$	X	1	X	500	\$
Technical Project Leader	\$	X	1	X	500	\$
Java Programmer Analyst 3	\$	X	1	X	500	\$
Senior Business Intelligence ETL Developer	\$	X	1	X	500	\$
Senior Business Intelligence Report Developer	\$	X	1	X	500	\$
Testing Analyst 2	\$	X	1	X	500	\$
Business Analyst 2	\$	X	1	X	500	\$
Cost Summary - Table 1 Subtotal					\$	

Attachment Ten: Cost Summary

Cost Summary - Table 2 must be filled in with hourly rates for all of the positions listed. This table contains the hourly rate for the positions that may be used in the IDAs.

The hourly rate(s) for identical positions in Table 1 and Table 2 must be the same.

Cost Summary - Table 2 Rate Table						
Position Title	Hourly Rate		Peak Staffing		Peak Hours	Evaluation Rates
Senior Project Manager	\$	X	1	X	2000	\$
Technical Project Leader	\$	X	3	X	2000	\$
Mainframe Programmer Analyst 3	\$	X	1	X	2000	\$
Mainframe Programmer Analyst 2	\$	X	1	X	2000	\$
Mainframe Programmer Analyst 1	\$	X	1	X	2000	\$
Web Based Programmer Analyst 3	\$	X	2	X	2000	\$
Web Based Programmer Analyst 2	\$	X	1	X	2000	\$
Web Based Programmer Analyst 1	\$	X	1	X	2000	\$
Java Programmer Analyst 3	\$	X	12	X	2000	\$
Java Programmer Analyst 2	\$	X	7	X	2000	\$
Java Programmer Analyst 1	\$	X	2	X	2000	\$
Mainframe System Analyst 2	\$	X	1	X	2000	\$
Mainframe System Analyst 1	\$	X	1	X	2000	\$
Java/Web System Analyst 2	\$	X	1	X	2000	\$
Java/Web System Analyst 1	\$	X	1	X	2000	\$
Testing Analyst 2	\$	X	5	X	2000	\$
Testing Analyst 1	\$	X	3	X	2000	\$
Database Modeler 3	\$	X	1	X	2000	\$
Database Modeler 2	\$	X	1	X	2000	\$
Business Analyst 2	\$	X	4	X	2000	\$
Business Analyst 1	\$	X	3	X	2000	\$
Senior Business Intelligence ETL Developer	\$	X	3	X	2000	\$
Senior Business Intelligence Report Developer	\$	X	4	X	2000	\$
Senior IMS Database Analyst	\$	X	1	X	2000	\$
Project Administrative Assistant	\$	X	1	X	2000	\$
Cost Summary - Table 2 Subtotal					\$	