

October 7, 2015

Ms. Julie Bielawski, CEO
Knowledge Services
5875 Castle Creek Parkway, Suite 400
Indianapolis, IN 46250

Re: Request for Proposal (RFP) 0A1148 – MSP for IT Staff Augmentation Services

Dear Ms. Bielawski:

This letter is to inform you that we have selected Knowledge Services as the successful offeror for the Managed Services Provider for IT Staff Augmentation Services for RFP #0A1148, which the Department of Administrative Services, Office of Information Technology, Investment and Government Division, issued on behalf of DAS Office of Information Technology.

On behalf of the Office of Information Technology, we wish to express our appreciation to you and your company for responding to this RFP.

If you have any questions or require any additional information please contact Jackie Flemmings the Analyst, at 614-644-7972 or Jackie.flemmings@das.ohio.gov.

Thank you for your participation.

Sincerely,



Robert Blair
DAS Director

RB/jyf

**A CONTRACT BETWEEN
THE DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF INFORMATION TECHNOLOGY
AND**

**GUIDESOFT, INC. dba KNOWLEDGE SERVICES
(CONTRACTOR)**

THIS CONTRACT, which results from RFP 0A1148, entitled Managed Services Provider for IT Staff Augmentation Services, is between the State of Ohio, through the Department of Administrative Services, on behalf of the Ohio Department of Administrative Services and GuideSoft, Inc. dba Knowledge Services (the "Contractor").

This Contract consists of:

1. The one-page Contract in its final format; and
2. The State's Managed Services Provider for IT Staff Augmentation Services Contract dated June 12, 2015 which includes the referenced RFP.

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 October 7, 2015 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
GUIDESOFT, INC dba KNOWLEDGE SERVICES

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES

By: 

By: 
By: Robert Blair

CEO
Title:

Director
Title:

10/1/2015
Date:

10/7/15
Date:

RFP Submittal:

State of Ohio, Department of Administrative Services
Managed Services Provider for IT Staff Augmentation Services
Technical Proposal

RFP No. 0A1148

Opening Date and Time:

Friday, June 12, 2015, 1:00 PM

Presented to:

Department of Administrative Services
Office of Information Technology
IT Procurement Services
Bid Desk
4200 Surface Road
Columbus, Ohio 43228-1313



COVER LETTER

June 12, 2015

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

Dear Jackie,

Knowledge Services is pleased to present our proposal for a Managed Service Provider for IT Staff Augmentation Services for the State of Ohio.

Established in 1994 and headquartered in Indianapolis, Indiana, GuideSoft Inc. dba Knowledge Services is a Certified Woman-owned (WBE) professional services corporation. Our Federal tax identification number is 35-1934449. Our principal place of business is 5875 Castle Creek Parkway N Drive, Suite 400 Indianapolis, Indiana 46250.

Knowledge Services' MSP solution will provide the State a proven solution to procure IT staff augmentation services. The Knowledge Services Government Solutions team members are experts in providing and managing subcontractor-neutral IT staff augmentation MSP solutions. Our MSP candidate sourcing and local, dedicated program management solution is a proven and repeatable model, providing State governments with predictable, low risk and meaningful results. All of our client MSP programs focus on managing and mentoring local, proven and quality subcontractors in order to meet specific client needs. Working closely with hiring managers and subcontractors alike, our local MSP program support ensures the client administrative burden is dramatically reduced, information flow is enhanced, candidate quality and retention is improved and critical decision support reporting is both timely and of maximum value.

The response to this RFP was prepared by the following individuals:

- Cindy Davis, Director, Government Solutions
- Emily Kirchmann, Research Associate

Please refer any questions about this proposal to Ms. Davis by using the following contact information:

Knowledge Services	Email: CindyD@knowledgeservices.com
5875 Castle Creek Parkway, Suite 400	Direct: 317.806.6104
Indianapolis, IN 46250	Fax: 317.578.7600

On behalf of the entire Knowledge Services team, we appreciate and look forward to the opportunity to work with the State of Ohio in managing a full service MSP solution.

Sincerely,



Julie Bielawski
CEO
Knowledge Services

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Vendor Information Form (OBM-5657)

Vendor Information Form. The Offeror must submit a signed and completed Vendor Information Form (OBM-5657). The form is available at <http://ohiosharedservices.ohio.gov/VendorsForms.aspx>

Our completed Vendor Information Form may be found on the following pages.

Subcontractor Letters

Subcontractor Letters. For each proposed subcontractor, excluding subcontractors that will comprise the IT staff augmentation services network providers, 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.

Knowledge Services does not propose the use of subcontractors, excluding subcontractors that will comprise the IT staff augmentation services supplier network.



Offeror Certification Form

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

Our completed Offeror Certification Form, Attachment Six, may be found on the following pages.

ATTACHMENT SIX

OFFEROR CERTIFICATION FORM

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

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

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

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

Potential Conflicts (by person or entity affected)
N/A

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

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

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

N/A

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

The Offeror certifies that it has obtained and submitted a subcontractor letter, as required by Attachment Three, for each subcontractor, excluding subcontractors that will comprise the IT staff augmentation services network providers, it plans to use to do the Work.



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

Name:	Cindy Davis
Title:	Director, Government Solutions
Mailing Address:	5875 Castle Creek Parkway Suite 400 Indianapolis, IN 46250
Office Phone Number:	(317) 806-6104
Cell Phone Number:	(317) 502-0419
Fax Number:	(317) 578-7600
Email Address:	CindyD@knowledgeservices.com

A handwritten signature in black ink, appearing to read 'Julie Bielawski, CEO'.

Signature

Julie Bielawski

Name

CEO

Title

GuideSoft Inc. dba Knowledge Services

Company Name

933341562

Company D-U-N-S Number

Mandatory Requirements

Mandatory Requirements. All Offerors must demonstrate experience to meet all of the mandatory requirements identified below by providing the requested documentation or completing the Mandatory Requirement pages provided in Attachment Seven that summarizes the relevant experience to verify how the offeror meets the requirement.

Knowledge Services has demonstrated our experience to meet all of the mandatory requirements identified by utilizing Attachment Seven to explain how we meet and exceed the requirements.

ATTACHMENT SEVEN: MANDATORY REQUIREMENTS

MANDATORY REQUIREMENT: The offeror must have demonstrated experience on a minimum of two (2) contracts as the MSP providing IT staff augmentation resources obtained from a network of subcontractors to a customer organization. At least one (1) of the contracts provided must involve placement of at least 200 IT resources providing IT staff augmentation services during a twelve (12) month period.

Customer Name: State of Indiana	Contact Name: Mark Hempel (primary) <small>(Indicate Primary or Alternate)</small> Contact Title: Director of Account Management									
Customer Address: 402 W Washington Street, Room W468 Indianapolis, Indiana 46204	Contact Phone Number: (317) 232-2498 Contact Email Address: mhempel@idoa.in.gov									
Project Name: Managed Service Provider (MSP) program utilizing dotStaff™ Vendor Management System (VMS)	Beginning Date of Experience: 12/2008 <small>Month/Year</small>	Ending Date of Experience: Current <small>Month/Year</small>								
<p>Describe how the Related Service demonstrates meeting or exceeding the requirement listed above. Offeror's are advised to customize their proposal response and to provide specific detailed information demonstrating experience similar in nature to the type of work described in in this RFP.</p> <p>The State of Indiana MSP program exceeds the above requirement. The MSP program provides not only IT, but Administrative / General, Professional and Medical staff augmentation resources obtained from a network of subcontractors to the State of Indiana. Knowledge Services has one on-site MSP Program Manager and four on-site program team members to manage the program. Knowledge Services MSP utilizing the dotStaff™ VMS has been in full operation for seventy-seven (77) months, exceeding the twelve (12) month requirement.</p> <p><u>The program size / volume for the Program in FY2014:</u> Number of Positions Filled: 1856 Number of Users: 3470 Number of Concurrently Engaged Resources: 1639 Annual Spend: \$59 million</p> <p>Indicate number of IT resources providing IT staff augmentation services during a twelve (12) month period:</p> <p>The State of Indiana MSP program provided an approximate average of 258 IT resources during a twelve (12) month period of FY2014. The quarter numbers for IT resources providing IT staff augmentation services to the State of Indiana in 2014 during a twelve (12) month period are as follows:</p> <table border="1" data-bbox="391 1774 1156 1839"> <thead> <tr> <th>Q1</th> <th>Q2</th> <th>Q3</th> <th>Q4</th> </tr> </thead> <tbody> <tr> <td align="center">253</td> <td align="center">261</td> <td align="center">257</td> <td align="center">260</td> </tr> </tbody> </table>			Q1	Q2	Q3	Q4	253	261	257	260
Q1	Q2	Q3	Q4							
253	261	257	260							

Note: The offeror may duplicate this form as necessary to demonstrate the requirement.

ATTACHMENT SEVEN: MANDATORY REQUIREMENTS

MANDATORY REQUIREMENT: The offeror must have demonstrated experience on a minimum of two (2) contracts as the MSP providing IT staff augmentation resources obtained from a network of subcontractors to a customer organization. At least one (1) of the contracts provided must involve placement of at least 200 IT resources providing IT staff augmentation services during a twelve (12) month period.

Customer Name: State of Arizona	Contact Name: Terri Johnson (primary) <small>(Indicate Primary or Alternate)</small> Contact Title: Procurement Manager									
Customer Address: AZDOA Building 100 N. 15 th Avenue, Suite 201 Phoenix, Arizona 85007	Contact Phone Number: (602) 267-2853 Contact Email Address: terri.johnson@azdoa.gov									
Project Name: Managed Service Provider (MSP) program utilizing dotStaff™ Vendor Management System (VMS)	Beginning Date of Experience: 09/2012 <small>Month/Year</small>	Ending Date of Experience: Current <small>Month/Year</small>								
<p>Describe how the Related Service demonstrates meeting or exceeding the requirement listed above. Offeror's are advised to customize their proposal response and to provide specific detailed information demonstrating experience similar in nature to the type of work described in in this RFP.</p> <p>The State of Arizona MSP program exceeds the above requirement. The MSP program provides IT staff augmentation resources obtained from a network of subcontractors to the State of Arizona. Knowledge Services has one local, dedicated MSP Program Manager and three local, dedicated program team members to manage the program. Knowledge Services MSP utilizing the dotStaff™ VMS has been in full operation for thirty-two (32) months, exceeding the twelve (12) month requirement.</p> <p><u>The program size / volume for the Program in FY2014:</u> Number of Positions Filled: 749 Number of Users: 1721 Annual Spend: \$65.9 million</p> <p>Indicate number of IT resources providing IT staff augmentation services during a twelve (12) month period:</p> <p>The State of Arizona MSP program provided an approximate average of 559 IT resources during a twelve (12) month period of FY2014. The actual quarter numbers for IT resources providing IT staff augmentation services to the State of Arizona for 2014 are as follows:</p> <table border="1" style="margin-left: auto; margin-right: auto; text-align: center;"> <thead> <tr style="background-color: #007060; color: white;"> <th>Q1</th> <th>Q2</th> <th>Q3</th> <th>Q4</th> </tr> </thead> <tbody> <tr> <td>537</td> <td>569</td> <td>571</td> <td>560</td> </tr> </tbody> </table>			Q1	Q2	Q3	Q4	537	569	571	560
Q1	Q2	Q3	Q4							
537	569	571	560							

Note: The offeror may duplicate this form as necessary to demonstrate the requirement.

ATTACHMENT SEVEN: MANDATORY REQUIREMENTS

MANDATORY REQUIREMENT: The offeror must have a minimum of one (1) contract that is completed or has been in full operation for at least 12 months using the proposed Vendor Management System (VMS).

Customer Name: State of Maine	Contact Name: Michele Fournier (primary) (Indicate Primary or Alternate) Contact Title: Director of Special Projects	
Customer Address: 145 State House Station Augusta, Maine 04333	Contact Phone Number: (207) 624-8868 Contact Email Address: Michelle.Fournier@maine.gov	
Project Name: Managed Service Provider (MSP) program utilizing the dotStaff™ Vendor Management System (VMS)	Beginning Date of Experience: 01/2013 <small>Month/Year</small>	Ending Date of Experience: Current <small>Month/Year</small>
<p>Describe how the Related Service demonstrates meeting or exceeding the requirement listed above. Offeror's are advised to customize their proposal response and to provide specific detailed information demonstrating experience similar in nature to the type of work described in in this RFP.</p> <p>Knowledge Services exceeds this requirement as the Knowledge Services MSP utilizing the dotStaff™ VMS has been in full operation for twenty-eight (28) months, which exceeds the minimum requirement of over twelve (12) months.</p> <p>Name the VMS used on the project reference</p> <p>The VMS used on the project is dotStaff™ VMS.</p>		

Note: The offeror may duplicate this form as necessary to demonstrate the requirement.

ATTACHMENT SEVEN: MANDATORY REQUIREMENTS

MANDATORY REQUIREMENT: The offeror must propose an Implementation Manager (e.g., Contractor Project Manager) for the MSP Project.

Provide name of proposed Implementation Manager (e.g., Contractor Project Manager) for the MSP Project below:

Dave Stenger

Indicate whether the proposed Implementation Manager is an employee or a subcontractor. If the proposed Implementation Manager is employed by a subcontractor, provide the name of the subcontractor below:

Employee



ATTACHMENT SEVEN: MANDATORY REQUIREMENTS

MANDATORY REQUIREMENT: The offeror must propose an Account Manager Team for MSP Project that is able to meet on-site with Agencies using the Contract.

Provide name of each proposed Account Manager for the MSP Project below:

Andrea Connell

Yasanta Wells

Melanie Waterbury

Michelle Holmes

Provide a statement indicating understanding that the offeror understands that each Account Manager must be a fulltime an employee.

Knowledge Services' philosophy for our State government MSP accounts is to provide a local, dedicated MSP program manager and team. Each of the Account Managers listed above are fulltime employees of Knowledge Services. All local, dedicated MSP program team members will be fulltime employees of Knowledge Services.

Offeror Organization Overview and Requirements

Offeror Organization Overview and Requirements. The offeror must provide an organizational overview. The description must 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. Each Proposal must include a description of the Offeror's capability, capacity, experience in the industry and any other background information that will help the State gauge the ability of the Offeror to fulfill the obligations of the Contract.

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

All Offerors must demonstrate experience to meet the offeror requirements identified below by providing the requested documentation or completing the Offeror Requirement pages provided in **Attachment xx SEVEN** that summarizes the relevant experience to verify how the offeror meets the requirement.

Knowledge Services, founded in 1994 by CEO Julie Bielawski, has provided MSP program services for 12 years and currently has approximately 1500 employees in offices throughout North America.

Our leadership team includes the following individuals:

- Julie Bielawski, CEO
- Joe Bielawski, Executive Vice President
- Bill Evans, Vice President – Professional Services - Programs
- Brian Fiscus, Chief Financial Officer
- Katie Belange, Corporate Counsel
- Damon Grothe, Vice President – Professional Services
- Cindy Davis, Director, Government Solutions

Seven Knowledge Services employees will directly engage in tasks related to the Project: an Executive Sponsor, Director of MSP Programs, MSP Program Manager and MSP Team Members, MSP Programs Operations and Compliance Manager and Director of Government Solutions. This team will also be supported by the implementation personnel and a variety of back office personnel based out of Indianapolis including but not limited to: legal, MSP / VMS support, IT, finance and executive management.

We are experts in delivering comprehensive MSP and related workforce management solutions to State and Local governments as both a prime contractor and vendor. With proven experience in implementing and operating MSP program solutions, Knowledge Services addresses the specific and current challenges faced by State governments.

See table on page 35 for illustration of proven Computer Aid, Inc. / Peoplefluent to Knowledge Services / dotStaff™ State MSP conversion experience.

With six State government MSP prime contractor engagements and dozens of municipality MSP engagements, proven MSP experience, thorough documentation, detailed process driven methodologies, financial strength and an unparalleled breadth of skills served (IT, clerical / admin, medical, etc.), Knowledge Services has the capacity and is especially qualified to meet and exceed the current needs of the State of Ohio, and also provide expanded services should needs change.

State government is unique. We know this through our six State government MSP programs: Indiana, Arizona, Maine, Tennessee, Florida and Utah.

State MSP



Our experience and capabilities in implementing and operating comprehensive MSP program solutions as the prime contractor for State government include the States of Indiana, Arizona, Maine, Tennessee, Florida and Utah. To our knowledge, the only State governments with a single current prime contractor MSP program utilizing a VMS technology for all labor categories (IT, Administrative / Clerical, General, Medical, etc.) are the State of Indiana (implemented in 2009) and the State of Tennessee (implemented in 2013). Therefore we are the only prime contractor MSP in State government to manage all labor categories on one staff augmentation contract.

Knowledge Services exceeds the mandatory requirement of having an MSP program that has been in full operation for at least 12 months using the dotStaff™ VMS; we have four State government MSP programs which meet this requirement: the States of Indiana, Arizona, Maine and Tennessee.

Knowledge Services has approximately 200 clients representing Federal, State and Local governments, including universities and quasi-governmental entities, and commercial corporations from the medical and health services, financial and insurance, manufacturing and distribution, retail and food services, entertainment, and technology industries. More specifically, Knowledge Services has implemented, supports and manages over 50 MSP programs, representing more than 650 State agencies, departments and locations.

Our Government Solutions team is dedicated to the effective and efficient management of MSP program services, reducing risk, providing increased governance and controls, enhancing workforce decision support and delivering cost savings for government agencies. The scope of MSP projects ranges from \$6 million in annual billings to approximately \$100 million, and from approximately 10 hiring managers and suppliers to hundreds of hiring managers and hundreds of suppliers supporting hundreds of locations throughout the United States.

In evaluating and considering a new MSP partner, the State should rightfully expect and Knowledge Services pledges to provide:

- A highly proven and reliable MSP program implementation with previous experience in converting the current State of Ohio provider to a Knowledge Services MSP program. Resource and supplier retention is critical. Knowledge Services has a proven track record of 100% resource and supplier retention without disruption. Knowledge Services has successfully converted a CAI State government MSP program (see conversion table below), including

Knowledge Services has State government experience successfully converting a CAI MSP Program, including transitioning Peoplefluent VMS to dotStaff™ VMS.

State MSP Experience



the transition from Peoplefluent to the dotStaff™ VMS technology. Using proven Change and Communications Management methodologies combined with practical conversion experience, Knowledge Services understands the risks and has a proven project plan to address them.

- A deeply qualified team of local, dedicated MSP professionals. Knowledge Services will assign a proven team of highly talented, motivated and experienced IT industry MSP team members to manage and support the State of Ohio program. We will also assign a dedicated Program Implementation Manager with direct, hands-on experience converting an MSP Program from CAI to Knowledge Services and Peoplefluent to dotStaff™, supported by IT industry expert team members.
- A proven strategy and Program methodology built around embracing diverse suppliers such as the State of Ohio’s goal to include Minority Business Enterprise (MBE) and Encouraging Diversity, Growth and Equity (EDGE) programs. Knowledge Services will ensure our solution will provide opportunities for MBE and EDGE suppliers, allowing them to prosper.

Knowledge Services maintains a long held commitment and philosophy of providing unparalleled organizational value to our clients and supplier communities. Our MSP Program, leadership, functional and operational teams have all been recruited and selected for their intellect, industry expertise, keen eye for problem solving and process efficiency opportunities, people skills and focus on client-driven, can-do value and support services.

The State of Ohio’s MSP program decision and successful outcome is critically important to the State and to Knowledge Services. Our leadership team pledges all necessary personnel, resources and finances to ensure a successful implementation, conversion and operational delivery by every measure. We commit to serve the needs of State leadership, Agency customers, resources and supplier subcontractors.

A high-level example of Knowledge Services’ MSP program services at the State of Maine compared to the services offered by their previous MSP program provider are listed below. The process improvement and cost savings have all been provided in similar Knowledge Services government and commercial MSP programs.

State’s Prior MSP Service Offerings & Processes	Knowledge Services’ MSP Service Offerings & Processes	Value Recognized by the State
<i>High MSP fee %</i>	Competitive, low MSP fee %	The State utilized the hard dollar cost savings achieved to improve resource quality and retention, as well as supplier subcontractor participation.
<i>Bill rates static by position</i>	Not to Exceed (NTE) Bill Rates; Supplier subcontractors have access, in the dotStaff™ VMS, to lowest bill rate submitted and ability to lower their bill rates accordingly; MSP program manager also conducts Best and Final Offer (BAFO) on positions	Increased cost savings for the State

<i>Remote MSP Team</i>	IT experienced, dedicated on-site MSP program manager and team	Immediate access to Subject Matter Expert to fill needs, assist with projects and address items as they arise
<i>No invoicing and bill rate breakout for State and Federal Funding Source</i>	Requisition / Resource invoicing and bill rate breakout with State and Federal Funding Source amount included	The State receives immediate State and Federal Funding Source breakout for analysis and timely decision making.
<i>Supplier subcontractors submitted invoicing to the MSP and the MSP had to reconcile with back end non-integrated financials prior to invoicing</i>	One integrated financial system directly from the VMS, dotStaff™, to the State – Supplier subcontractors do not invoice the MSP	Real-time, accurate, integrated and auditable invoicing data; timely payment to supplier subcontractors
<i>Candidates' resumes reviewed and forwarded to Managers</i>	IT experienced, dedicated on-site MSP program manager and team conduct pre-screen interviews (phone, face-to-face, web, video) and candidate skills testing prior to Manager receiving resume, as well as facilitates resource's first day on-site orientation	Increased quality of candidates, improved retention, reduced time to fill for the State and decreased time spent on resources first day for orientation
<i>No State or subcontractor access to payment status</i>	State and subcontractors have access to VMS system to review status of all invoicing and payment activities including MSP payment to supplier subcontractors	Significantly reduced time spent by the State and supplier subcontractors determining MSP payment status
<i>No focus on local State subcontractors</i>	Focus on local State subcontractor participation with MSP weekly scheduled conference calls and outreach	Increased quality of local candidates and local supplier subcontractor participation improving State tax revenues
<i>Subcontractors determined background check and drug screen provider</i>	Consistent and streamlined background check and drug screening process; approval codes integrate into MSP's VMS system	Increased compliance and reduced risk for the State

As a financially strong and stable, privately held firm, Knowledge Services provides outstanding prime contractor services to major organizations in various industries, including State governments, public utilities / telecom, healthcare, media and entertainment, manufacturing and more. Knowledge Services has a proven and stable financial track record of consistent and profitable growth, including a strong balance sheet. Knowledge Services possesses the financial capability to assure good faith performance of the Contract. Knowledge Services has a Certified Public Accountant (CPA) review our financial statements; we would be happy to provide financial statements for the past three years to the State of Ohio, if requested.

Knowledge Services has demonstrated our experience to meet the requirements by utilizing Attachment Seven to summarize the relevant experience to verify how we will meet and exceed the requirement.

In summarization, Knowledge Services meets and exceeds the Mandatory requirements from Attachment Seven as we have demonstrated our experience of two (2) contracts as the MSP providing IT staff augmentation resources obtained from a network of subcontractors to a customer organization with the State of Indiana and State of Arizona. Both the State of Indiana and State of Arizona exceed MSP for IT Staff Augmentation Services



the requirement that the contract provided must place at least 200 IT resources and provide IT staff augmentation services during a twelve (12) month period. The State of Indiana MSP program, which began in 2008, provided an average of 258 IT resources during a twelve (12) month period of FY2014. The State of Arizona MSP program, which began in 2012, provided an average of 559 IT resources during a twelve (12) month period of FY2014.

Knowledge Services exceeds the requirement of having one (1) contract that has been in full operation for at least twelve (12) months using the proposed Vendor Management System (VMS). Knowledge Services exceeded this requirement with the above two references: the State of Indiana and the State of Arizona, as well as the State of Maine. The State of Maine has the Knowledge Services MSP utilizing the dotStaff™ VMS which has been in full operation for twenty-eight (28) months, exceeding the minimum requirement.

As for the Mandatory requirement for the Implementation Manager and Account Manager Team for the MSP Project, Knowledge Services meets this by utilizing our Implementation Manager, Dave Stenger, who is an employee, and our Account Management Team that is able to meet on-site with Agencies throughout the duration of the contract. The proposed Account Management Team for the State of Ohio is Yasanta Wells, Melanie Waterbury and Michelle Holmes as well as Andrea Connell whom will provide oversight of the local MSP team members. Each of these Account Managers are fulltime employees of Knowledge Services and we commit that all MSP Program team members will be fulltime employees of Knowledge Services throughout the duration of the Contract.

Staffing Capabilities

Staffing Capabilities. The offeror must provide a staffing plan that identifies the required key personnel by position that the offeror proposes to complete the Project. The Offeror must provide an organizational chart highlighting the key people assigned to manage the personnel called for in this RFP, and illustrating the lines of authority

At a minimum, the offeror's proposal shall address the following key personnel positions:

1. An Implementation Manager who will oversee the project during implementation.
2. Account Manager Team who will be responsible for the day-to-day activities related to this Contract throughout the Contract term. The State requires a qualified account team to manage the relationship between the State and the MSP, and the MSP and the enrolled network providers. These team members should have extensive knowledge of IT industry trends and best practices. The offeror's proposal must identify and provide detailed information for team members demonstrating their experience and capability to perform their assigned duties and to handle key responsibilities after implementation "go-live. The State requires that the Contractor provide a team of qualified account managers of sufficient size to manage the volume of work required to be performed as part of the Contract. The State requires the Contractor to provide a plan for managing peaks and valleys in demand for resources.
3. An individual to serve as the Contract Manager for the provision of services pursuant to this RFP. The duties of the Contractor's Contract Manager shall include but not be limited to:
 - supporting the management of the Contract,
 - facilitating dispute resolution, and
 - advising the State of performance under the terms and conditions of the Contract.

The staffing plan must show each individual's responsibilities on the Project. The State also requires a staffing plan that matches the skills and experience of the proposed Implementation Manager and Project Team to the activities and tasks that will be completed on the Project.

Resumes must be provided for the proposed key personnel to demonstrate proven experience on projects of similar scale and complexity. Representative resumes are not acceptable.

The resumes must include:

1. The person's name;
2. The proposed role on this Project;
3. Listings of completed projects that are comparable to this Project or required similar skills based on the person's assigned role/responsibility on this Project. Each project listed should include at a minimum the beginning and ending dates, client/company name for which the work was performed, client contact information (name, phone number, email address, company name, etc.), project title, project description, and a detailed description of the person's role/responsibility on the project;
4. Education;
5. Professional licenses, certifications, and memberships; and
6. Employment history.

In addition to the resumes requested above, the offeror must also provide in this section of their proposal completed profile forms contained within Attachment Eight for the proposed Implementation Manager and each proposed member of Account Manager Team.

Knowledge Services will manage the State of Ohio program with a local, experienced, dedicated team of MSP, staffing industry and skills-based experts, supported by Knowledge Services' senior leadership. Our team is comprised of dedicated subject matter experts with significant industry knowledge, IT recruiting expertise and MSP management experience. The local MSP program team ensures client administrative burdens are minimal, supplier subcontractor interest and engagement is maximized, resource quality and retention is unparalleled, critical and actionable decision support is timely and of maximum value and cost savings are achieved through real-time market based pricing and process efficiencies. The local MSP program team will be supplemented by additional team members to provide process automation, finance / accounting, legal expertise and executive level support.

The named implementation manager who will oversee the project during implementation is Dave Stenger, who will be supported by Implementation Specialist, Brett Nagel. The named contract manager is Bill Evans, who will be supported by Cindy Davis. Andrea Connell will oversee the local account management team.

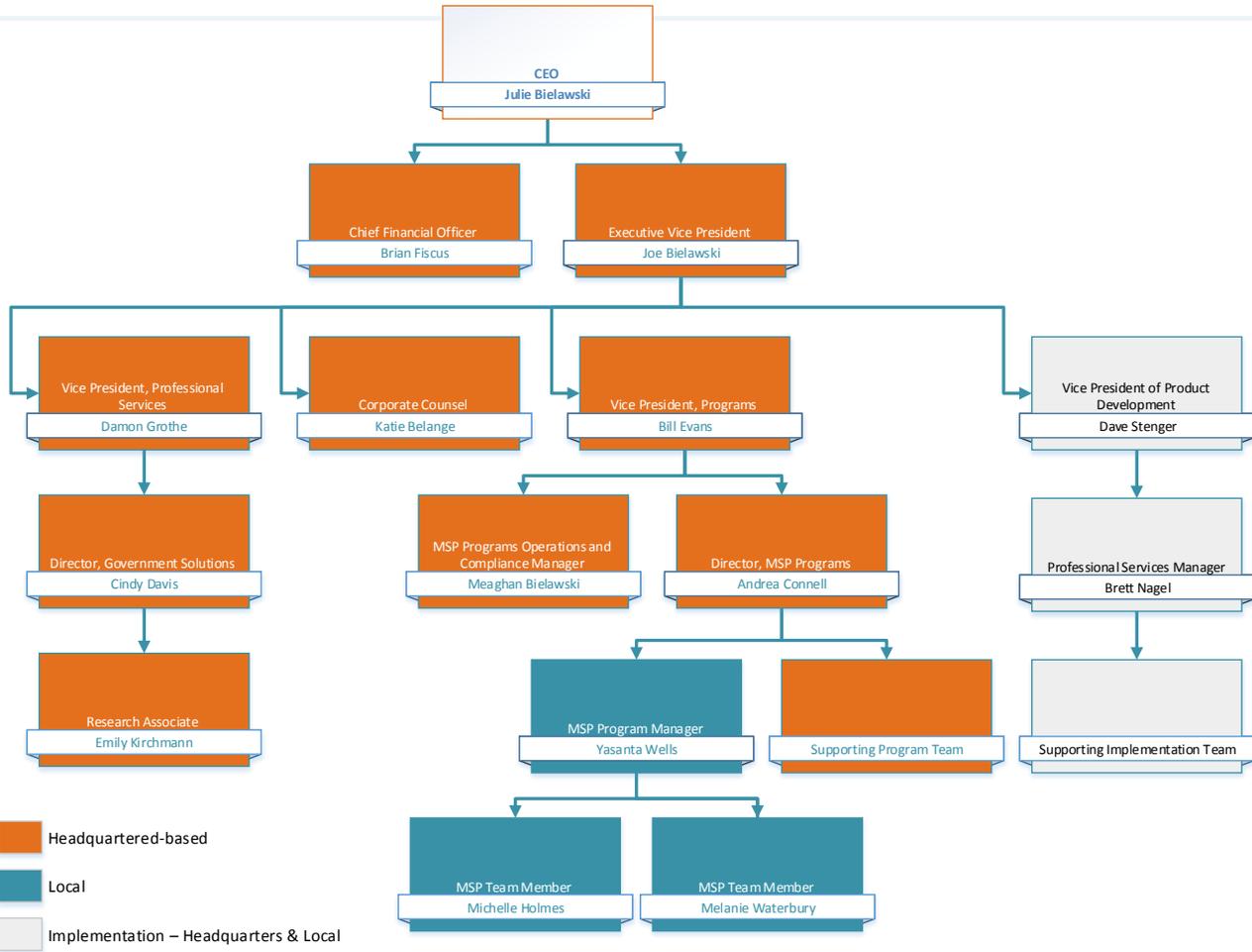
Knowledge Services will supply the State of Ohio an account management team who will be responsible for the day-to-day activities related to this Contract throughout its duration. Our intent is to hire dedicated and experienced IT industry experts to manage and support the State of Ohio account; we have successfully completed this in all six of our State MSP accounts. We take a collaborative approach during the hiring and selection process to allow the State the opportunity to provide valuable feedback during the interview process to ensure the team members exceed the State's standards. For this reason, we have provided a sampling of our proposed team. Our proposed account management team is Yasanta Wells, Melanie Waterbury and Michelle Holmes.

Knowledge Services will dedicate an experienced and proven Implementation Team with first-hand experience transitioning CAI/Peoplefluent to a Knowledge Services/dotStaff™ program.

Experienced Team



The graphic below shows an organizational chart highlighting the key people and outlining the titles and reporting chain of command we will provide for the State of Ohio.



In the table below, we have described the key personnel involved, including the employee’s name, title, responsibilities, time dedication on the Project, how long each has been employed by Knowledge Services and roles to be performed on the Project.

Key Personnel	Responsibility and Role	Time Dedication	Duration with KS
Bill Evans <i>Executive Vice President – Programs</i> <i>Executive Sponsor and Contract Manager</i>	Responsible for all aspects of the MSP Program and supports the management of the Contract, serving as the key escalation point for State of Ohio executive stakeholders. Attendance at the Quarterly Business Reviews. Has full access and contractual signature authority. Able to negotiate terms and conditions for changes / additions in program scope. Has authority to call upon and commit resources necessary to ensure client satisfaction. Facilitates dispute resolution. Advises the State of performance under the terms and conditions of the Contract.	Implementation: 50% On-going program management: 50%	6 years

<p>Andrea Connell <i>Director of MSP Programs Account Management</i></p>	<p>Responsible for local MSP Program Team activities and relationship management (Stakeholders, Subcontractors, etc.) deliverables, SLAs and Program expectations. Involved in all aspects of Implementation planning including process mapping and workflows, and coordination and administration of all State and Federal employment laws and regulations, including PPACA. Responsible for all aspects of Program administration including SLA management, requisition management, resume and SOW analysis and interviewing, etc. Develops requirements for rate cards, SLAs and reporting. Works with client stakeholders on process and Program improvements and compliance. Attendance at the Quarterly Business Reviews. Has direct access to senior leadership and is able to negotiate terms and conditions for changes / additions in program scope. Has authority to call upon and commit resources necessary to ensure client satisfaction. Facilitates dispute resolution. Advises the State of performance under the terms and conditions of the Contract.</p>	<p>Implementation: 50% On-going program management: 50%</p>	<p>7 years</p>
<p>Cindy Davis <i>Director of Government Solutions Contract Manager</i></p>	<p>Responsible for ensuring client satisfaction, leads outreach efforts to engage all State users. Coordinates the efforts of management, local MSP program teams and business partners, ensuring a synergistic approach to client needs. Manages the full lifecycle of client engagement, including proposal development, contract negotiation and management, providing project management oversight, and serving as a liaison in support of implementation and delivery teams. Has direct access to senior leadership and is able to negotiate terms and conditions for changes / additions in program scope. Has authority to call upon and commit resources necessary to ensure client satisfaction. Facilitates dispute resolution. Advises the State of performance under the terms and conditions of the Contract.</p>	<p>Implementation: 50% On-going program management: 50%</p>	<p>10 years</p>
<p>Meaghan Bielawski <i>MSP Programs Operations and Compliance Manager</i></p>	<p>Responsible for MSP program deliverables, SLAs and program expectations. Works with Contract Manager and MSP program team manager to review, analyze and audit Program processes, SLAs and reporting. Works with Contract Manager and MSP program team manager on process and program improvements and compliance. Has direct access to senior leadership and is able to negotiate terms and conditions for changes / additions in program scope.</p>	<p>Implementation: 50% On-going program management: 50%</p>	<p>6 years</p>

<p>Yasanta Wells MSP Team Program Manager Account Manager Team</p>	<p>Responsible for local MSP program team day-to-day activities and relationship management (stakeholders, supplier subcontractors, etc.) deliverables, SLAs and Program expectations. Involved in all aspects of Implementation planning including process mapping and workflows. Responsible for all aspects of Program administration including SLA management, requisition management, subcontractor enrollment opportunities, resume and SOW analysis and interviewing, etc. Develops requirements for rate cards, SLAs and reporting. Works with client stakeholders on process and program improvements and compliance. Provides labor market intelligence and trend analysis. Manages the relationship between the State and Knowledge Services, and Knowledge Services and the enrolled supplier subcontractors. Has direct access to senior leadership and is able to propose terms and conditions for changes / additions in program scope. Has authority to call upon and commit resources necessary to meet short term client needs and request additional resources for longer term engagement requirements.</p>	<p>Implementation: 100% On-going program management: 100%</p>	<p>2 years</p>
<p>Melanie Waterbury MSP Team Member Account Manager Team</p>	<p>Responsible for supporting Information Technology in all aspects of the Program including, but not limited to, daily requisition management, candidate pre-screening, on-boarding and off-boarding of resource, proactive relationship management and outreach with State and supplier subcontractor, subcontractor neutral requisitioning, and ensuring client satisfaction. Oversight of timesheets, invoices, administering payments, subcontractor performance and auditing of Program and subcontractor network.</p>	<p>Implementation: 100% On-going program management: 100%</p>	<p>3 years</p>
<p>Michelle Holmes MSP Team Member Account Manager Team</p>	<p>Responsible for supporting Information Technology in all aspects of the Program including, but not limited to, daily requisition management, candidate pre-screening, on-boarding and off-boarding of resource, proactive relationship management and outreach with State and supplier subcontractor, subcontractor neutral requisitioning, and ensuring client satisfaction. Oversight of timesheets, invoices, administering payments, subcontractor performance and auditing of Program and subcontractor network.</p>	<p>Implementation: 100% On-going program management: 100%</p>	<p>7 years</p>

Dave Stenger <i>Vice President of Product Development Implementation Manager</i>	Responsible for VMS implementation. Oversees the project during implementation, including management of the Project, guidance of Project execution, documentation of implementation activities including assumptions and decisions made, facilitation of communication among stakeholders, definition of content, scope and schedule of implementation activities and implementation progress.	Implementation: 100% On-going program management: 10%	11 years
Brett Nagel <i>Professional Services Manager Implementation Specialist</i>	Responsible for VMS and Program implementation. Oversees the project during implementation including management of the Project, guidance of Project execution, documentation of implementation activities including assumptions and decisions made, facilitation of communication among stakeholders, definition of content, scope and schedule of implementation activities and implementation progress.	Implementation: 100% On-going program management: 25%	9 years

On the following pages please find resumes for the key personnel, which include the person's name, proposed role, listings of projects / experience, education, professional licenses / certifications / memberships and employment history.

Executive Sponsor and Account Manager



BILL EVANS

*Executive Vice President,
Professional Services*

BillE@KnowledgeServices.com

Function and Specialization

Hire, train, organize, deliver and continuously supervise account personnel related to the MSP services. Responsible for Account Management and Delivery within Knowledge Services' Government Programs. Bill partners with our client stakeholders on process and Program improvements, compliance and ways to provide cost savings.

Education, Licenses, Certifications & Memberships

BA Business (Business Management)
Ball State University 1994

Masters Public Administration
Ball State University 1996

Member
Midwest Region Leadership Team

Client Engagement Description

2009 - Present

Responsible for supporting dozens of client Programs, Bill manages the successful execution of client MSP engagements that encompass a broad range of skills, geographies, complexities and Program sizes both in the government sector and private industry alike. Bill ensures the Knowledge Services MSP Program Service Level Agreements, including Compliance Programs supporting supplier and 1099 / Independent Contractors, and for all supplier Key Performance Metrics are met. With supplier engagement and performance process management expertise, Bill is responsible for ensuring Program supplier metrics are met and serves as point of escalation for all clients and programs.

Past Client Engagement Description

2003 - 2009

Responsible for managing all aspects of Business Development, Account Management, Service Delivery and Operations. Implemented an MSP and a VMS at a Major Pharmaceutical company. Program went "Live" in 2003 and included all temporary contract labor categories (IT, Medical, Scientific, Administrative, Engineering and Manufacturing). Program spend was \$50M on an annual basis. Managed four lines of business revenue including supplier neutral Managed Service Program, Contingent Workforce Managed Service Program, Recruitment Process Outsourcing Program and Outsourcing / SOW Program.

Past Client Engagement Description

1999 - 2003

- Responsible for facilitating, managing and coordinating processes for the Midwest region
- Continually managing the deployment of hundreds of consulting resources
- Identified and mitigated risk
- Managed the reporting process
- Facilitated and managed the recruiting and hiring of all Midwest consultants
- Trained, developed and managed a team of recruiters in all areas of recruiting including Information Technology (IT)
- Organized and facilitated weekly training meetings
- Participated in continual recruitment training programs

Director of MSP Programs and Account Manager



ANDREA CONNELL

Director, MSP Programs

AndreaC@KnowledgeServices.com

Function and Specialization

Primary point of contact for all State government Managed Service Provider Programs. Lead day-to-day management including client implementation and supplier processing for IT, administrative / clerical and medical contingent labor.

Key Responsibilities

- Account Management
- Client Relationship Management
- Supplier Relationship Management

Education, Licenses and Certifications

Respiratory Therapy
Indiana University Kokomo 1983

Client Engagement Description 2012 – Present

Director of MSP Programs

In her role as Director of MSP Programs, Andrea oversees operational management and MSP program delivery teams for State programs including Indiana, Maine, Tennessee, Arizona, Florida and Utah. Andrea has successfully managed Programs from initial deployment to expansion including all contingent labor spend categories: clerical / administration, finance and accounting and medical. To meet the expansive Program needs and services which now include medical staff scheduling, seasonal worker Programs, special events and specialized supplier networks, strategic reporting for audit, personnel and agency CFOs, her initial delivery team sizes have grown over 400%. Andrea has also coordinated efforts between the State, City and her dotStaff™ VMS team to develop and deploy bar code data collection and other electronic time keeping solutions for the Programs specialized needs.

Client Engagement Description 2009 – 2012

MSP Program Manager

The State of Indiana MSP Program consists of \$65 million dollars in Program spend across all State agencies and has continued to develop and expand. All State agencies are covered by the Program, which includes the following categories (listed in descending order of spend): IT, Administrative Clerical, Medical and Milestone-based Projects. Knowledge Services' MSP and dotStaff™ VMS are responsible for the entire project in close cooperation with the Indiana Department of Administration. The majority of workers are concentrated at the State office buildings in downtown Indianapolis; however, we manage temporary workers in all 92 counties in the State.

Past Client Engagement Description

Professional and Industry Experience 2008 - 2009

Director of Search Marketing

Past Client Engagement Description 2006 - 2008

Sr. Manager of Marketing & Business Development

MSP Program Manager



YASANTA WELLS

MSP Program Manager

YasantaW@KnowledgeServices.com

Function and Specialization

- Regional Field Onboarding and Orientation
- Employee and Client Escalations Point of Contact
- Subcontractor Management including Audit and Compliance
- Employee Audit and Compliance
- Full Candidate and Requisition Lifecycle Management
- On-Boarding, Off-Boarding and Resource Transition
- Invoicing
- Business Analytics and Reporting

Education, Licenses and Certifications

Bachelor of Administration
(Business Management & Marketing)
Kentucky State University

Client Engagement Description 2013 - Present

- Responsible for overseeing operational management and Program delivery for State MSP Program
- Supplier Manager and Contingent Labor Liaison for IT, General Services, and Healthcare / Medical verticals
- Ensure Service Level Agreements (SLAs) are met during the full life-cycle of the Contingent hire process
- Serve as escalation point on all Program related issues and recommend resolution
- Assist with deployment, implementation, and growth strategies

Past Client Engagement Description 2011 - 2013

- Supplier Manager and primary point of contact responsible for multi-customer, multi-site accounts from \$9 million to \$25 million
- Advisor and strategic partner overseeing 30 suppliers, 300+ field personnel, and multi-site facilities
- Assess processes and procedures for initiatives through gap analysis; identify and execute improvement opportunities towards greater efficiency; succession planning
- Responsible for employee relations and all aspects of implementing corporate procedures
- Provide work direction and general Program management oversight to assigned Programs including scheduling, assignment of work, and forecasting
- Develop Program scope and objectives
- Corporate recruiter collaborating across teams to support hiring initiatives, process improvements and sharing of best practices
- Conduct regular business partner meetings to educate on recruiting best practices, market data, including execution of recruiting processes and tools

Past Client Engagement Description 2009 - 2011

Responsible for hiring, managing and training 21 representatives.

Past Client Engagement Description 2007 - 2009

Sourcing of qualified candidates, interviewing, extending offers, reference / background check, on-boarding.

Past Client Engagement Description 2000 - 2007

Responsible for MSP and the start-up operations, maintaining and growing to \$22 million. Primary point of contact for developing, growing and maintaining business partnerships within a specified territory.

MSP Team Member



MELANIE WATERBURY

MSP Team Member

MelanieW@KnowledgeServices.com

Function

- Requisition Management – Request Coordination
- Recruitment
- Subcontractor Management and Partnership Development
- Candidate Pre-Screening
- On-Boarding, Off-Boarding and Resource Transition
- Invoicing
- Business Analytics and Reporting
- Employee Relations, Benefits, Succession Planning, Training and Development
- Employee and Client Escalations Point of Contact

Client Engagement Description

2013 - Present

- Act as main point of contact for client manager, suppliers and State employees
- Responsible for preparing and delivering reporting, Program metrics and presentations to client as necessary
- Run and maintain weekly reports on weekly status updates and changes
- Provide supplier status reports and included constructive criticism and recommendations for growth within the Program
- Act as a point of contact for IT related questions and ensure skill sets and bill rates match the posting title
- Review and rate resumes, providing highlighted key skill sets and a list of the top 10-20 candidates
- Ensure suppliers are adhering and following MSP guidelines and coached suppliers when necessary
- Serve as escalation point on all Program and system related issues
- Provide excellent customer service to both client managers, suppliers and State employees
- Enter job/project requisitions into Knowledge Services systems and ensure suppliers receive all job specific requirements
- Coordinate resource interviews with client managers and suppliers
- Coordinate resource start date with client managers and suppliers
- Ensure that all employee on-boarding and orientation is completed
- Assist in and conduct weekly supplier calls regarding current jobs

Past Client Engagement Description

2010 - 2013

Technical recruiter who was actively involved in all aspects of the full life cycle recruiting process for IT. Brought all candidates through a full screening process.

Past Client Engagement Description

2009 – 2010

Built and maintained relationships with customers. Provided IT recruiting including full prescreening prior to interviews. Assisted with payroll and human resource needs.

MSP Team Member



MICHELLE HOLMES

IT Program Coordinator

MichelleH@KnowledgeServices.com

Function and Specialization

MSP Program Management

Education and Certifications

B.S., Business Administration
Miami University, Oxford, OH

Summary

Highly motivated professional offering strong leadership, problem solving and communication skills. Unique ability to develop, maintain and grow client relationships. Dedicated to establishing and exceeding customer expectations. Consistently demonstrate exceptional knowledge and sound decision-making abilities in the following areas:

- Account Development
- Customer Relations
- Human Resource Management
- Strategic Planning/Implementation
- Problem Analysis and Resolution
- Team Leadership

Implementation / Program Manager

2007 - Present

Retail / Manufacturing / Engineering / IT

Integral in the implementation of Managed Service Provider programs. Participated in discovery meetings to gain insight on current state. Provided recommendations for future state. Track subcontractor data for registration purposes. Participated in subcontractor education meetings for VMS tool.

- Envision, create and executed detailed Project Plans and accountable for task management of project progress
- Maintain implementation data and oversee data load for strict client Go Live deadlines
- Delegate and monitor internal and external task
- Maintain client and subcontractor relationships nationwide to service seven sites in five states consisting of the North American headquarters, five manufacturing sites and one distribution center.
- Manage 45 manufacturing / yard sites located nationwide
- Ensure contractual scope of work and reporting for client was delivered. Reviewed processes and provided efficiency recommendations for all aspects of the program
- Manage entire VMS system process from the requisition process to on-boarding candidates. Pre-screened subcontractor applicants, coordinated interviews, established start dates and completed orientations
- Act as the main point of contact for managers, subcontractors and resources. Facilitated, managed and assisted in resolving all client related issues
- Recruit and assessed all subcontractors in order to optimize the best qualified resources for the most competitive rates

Past Client Engagement Description

2005 - 2006

Managed 13 member team responsible for recruiting contract, temporary, temp to hire and permanent workforce for 200+ employers generating revenue in excess of \$7.5M.

- Provided overall management direction and support to branch managers and their staff by building employee relationships, conducting annual performance reviews, coaching, training and talent management
- Implemented daily communication program

MSP Programs Operations and Compliance Manager



MEAGHAN BIELAWSKI

Operations and Compliance
Manager

MeaghanB@KnowledgeServices.com

Function and Specialization

- Subcontractor Management including Audit and Compliance
- Employee Audit and Compliance
- Full Candidate and Requisition Lifecycle Management Process Improvements
- On-Boarding, Off-Boarding and Resource Transition Process Improvements and Compliance
- Invoice Compliance
- Business Analytics and Reporting Data Review and Analysis

Education, Licenses and Certifications

Bachelor of Science and Education
Indiana University, 2009

Client Engagement Description 2014 - Present

Operations and Compliance Manager

- Reviews, analyzes, recommends, manages and implements enterprise-wide MSP Program processes to ensure operational efficiency and consistency
- Implements MSP Program processes specific to each MSP Program
- Reviews, analyzes, recommends, manages and implements MSP Program specific initiatives and projects
- Reviews, analyzes and recommends compliance processes for MSP Programs audits as well as tracking and reporting audits
- Provide quality control for MSP Program reporting data

Past Client Engagement Description 2012 - 2014

State MSP Program Manager

- Responsible for overseeing operational management and Program delivery for State MSP Program
- Supplier Manager and Contingent Labor Liaison for IT, Administrative / Clerical, and Medical verticals
- Ensure Service Level Agreements (SLAs) are met during the full life-cycle of the Contingent hire process
- Serve as escalation point on all Program related issues and recommend resolution
- Assist with deployment, implementation, and growth strategies

Past Client Engagement Description 2009 - 2012

Employee Relations Manager

- Management of On and Off-Boarding process, requirements, includes Exit Surveys
- Management of all outgoing announcements and communications, working with Marketing Department
- Managing Delivery Operations Team for attendance, PTO, expense reports, schedules (including travel), day-to-day, etc.
- Payroll Liaison between Payroll Team and Employee Relations Team
- Partner with Recruiting Delivery, Sales and Account Management Delivery to develop and to ensure expectations, service levels, etc. are met
- Provide reporting for various needs including but not limited to Exit Surveys, Terminations and Explanations, Payrolled / EOR by Client, etc.

**Director of Government Solutions
Client Relationship Manager**



CINDY DAVIS

Director, Government Solutions
CindyD@KnowledgeServices.com

Function and Specialization

Client Engagement Management
for Government Workforce Solutions

Key Responsibilities

- Key Account Management
- Program Management
- Client Relationship Management
- Contract Management
- Client Satisfaction

Education, Licenses and Certifications

Bachelor of Business Administration
Saint Mary's College, Notre Dame
2004

Background

Cindy, Director of Government Solutions, is responsible for account management, business development and supporting implementation and delivery teams in the government sector. Her background includes extensive experience with State, Local and Federal government entities with a focus on developing major account management strategies. In her role, Cindy coordinates the efforts of management, dedicated MSP Program Teams and business partners, ensuring a synergistic approach to client needs. She manages the full lifecycle of client engagement, including proposal development, contract negotiation and management, providing project management oversight and serving as a liaison in support of implementation and delivery teams.

Client Engagement Description

2013 - Present

- Account Management for State Government MSP Program with approximately \$40 million in spend for IT Staff Augmentation and Consulting (SOW)
- Responsible for ensuring client satisfaction, serving as an escalation point for client executive sponsorship
- Liaison for the MSP Implementation and Program Team with the Executive Management Team
- Active participation in weekly client status calls, hiring manager and supplier training, and regularly scheduled in person meetings with client executive sponsorship
- Participate in quarterly business reviews for clients

Client Engagement Description

2012 - 2013

- Account Management for State Government MSP Program with approximately \$10 million in spend for IT Staff Augmentation, responsibilities as described above.

Past Client Engagement Description

2005 - 2012

Professional and Industry Experience
Director, Education Services

Executive Sponsor and Implementation Manager



DAVE STENGER

Vice President of Development
Implementation Manager

DaveS@KnowledgeServices.com

Background

Extensive background in software and manufacturing management. Significant contribution to the growth of multiple companies from start-up to financial stability.

Function and Specialization

- Full lifecycle implementations
- Client relationships
- Configuration of VMS technology
- Hire, train, organize, deliver and continuously supervise implementation.
- Program and implementation improvements, compliance and ways to provide Client cost savings.

Education, Licenses and Certifications

- University of Indianapolis, Business
- AMA, Masters of Management Certification, University of Indianapolis
- Board of Directors – Business and Professional Exchange
- STI – Software Testing Institute
- ASQ – American Society for Quality

Professional Experience

Vice President of Development **2004 – Present**
dotStaff™

Facilitated the implementation of all MSP / VMS Programs including multiple State government implementations. Lead and participated in discovery meetings to gain insight on client's current state. Provided recommendation for client future state of MSP programs and processes.

- Sales and Marketing – Developed the marketing message and overall go-to-market strategy for dotStaff™ VMS
- Directly responsible for the business development and implementation success at numerous Fortune 500 and government organizations
- Gained, developed and continually drives key client relationships
- Developed product deployment processes and led the implementation team for all dotStaff™ client accounts
- Introduced a variety of service offerings proven to drive additional client savings

Vice President, Services **2003 - 2004**
Exact Software

Vice President, Development **1992 – 2003**
Made2Manage Systems, Inc.

Accomplishments

- Led 300+ employees including Production Managers, Electronic and Mechanical Assembly, Materials & Production Control, Warehouse Management, Test Engineering, Quality Assurance and Machine Shop.
- Reduced inventory and increased inventory turns through successful MRP implementation and formal education of all production control, managerial, and supervisory staff. Facilitated over 20 APICS certifications.
- Drove 70% reduction of field failures, 50% reduction in service part float, and significant customer satisfaction improvements through the implementation of automated wave soldering, printed circuit board testing and stress test methodologies.
- Implemented and facilitated Process Improvement Teams, responsible for ongoing process improvements and cost reductions.

Implementation Specialist



BRETT NAGEL

Implementation Specialist
BrettN@KnowledgeServices.com

Function and Specialization

- Full lifecycle implementations
- Client relationships
- Configuration of VMS technology
- Program management

Education and Certifications

Bachelor of Science, Business
 Indiana University Purdue University
 Kelley School of Business
 Indianapolis, IN
 2004 – 2007

Course in Computer Information Systems
 Franklin College
 Franklin, IN
 2002 - 2004

Implementation Specialist **2013 - Present**

Integral in the implementation of Managed Service Provider (MSP) / Vendor Management System (VMS) programs. Participated in discovery meetings to gain insight on current state. Provided recommendations for future state. Tracked subcontractor data for registration purposes. Participated in subcontractor education meetings for VMS tool.

- Envision, create and executed detailed Project Plans and accountable for task management of project progress
- Maintain implementation data and oversee data load for strict client Go Live deadlines
- Delegate and monitor internal and external task
- Ensure contractual scope of work and reporting for client was delivered.
- Review processes and provided efficiency recommendations for all aspects of the program
- Manage, oversee and monitor new and current client implementations
- Configure VMS technology to Client specific needs and requirements
- Understanding of contract terms to ensure compliance during implementation and program hand-off
- Coordinate the creation of web pages for both clients and suppliers which contain program specific documents and processes

Past Client Engagement Description **2011 – 2013**

Knowledge Services

MSP Program Manager – Information Technology

Managed the MSP relationship between all State Agencies and suppliers. Weekly activities included reviewing resumes, pre-screening candidates, lead conference call with supplier network and review and track purchase orders invoices.

Past Client Engagement Description **2005 – 2011**

dotStaff™

Implementation & Customer Support

- Reviewed client processes and developed future state process diagrams
- Worked with development teams on product enhancements
- Trained new users on dotStaff™
- Provided Tier I and Tier II support on dotStaff™
- Prepared custom and ad-hoc reports

ATTACHMENT EIGHT: CANDIDATE PROFILE FORMS

Implementation Manager Candidate Name: [Dave Stenger](#)

Implementation Manager: The proposed Implementation Manager (e.g., Contractor Project Manager) for the MSP Project must:

Have a minimum of sixty (60) months of Project Management experience managing implementations of IT related projects.

Customer Name: State of Indiana	Contact Name: Mark Hempel Contact Title: Director of Account Management	
Customer Address: 402 W Washington Street, Room W468 Indianapolis, Indiana 46204	Contact Phone Number: (317) 232-2498 Contact Email Address: mhempel@idoa.in.gov	
Project Name: Managed Service Provider (MSP) program utilizing dotStaff™ Vendor Management System (VMS)	Beginning Date of Experience: 12/2008 <small>Month/Year</small>	Ending Date of Experience: Current <small>Month/Year</small>
<p>Describe how the Related Service demonstrates meeting or exceeding the requirement listed above. Offeror's are advised to customize their proposal response and to provide specific detailed information demonstrating the candidate's experience.</p> <p>Dave Stenger is our proposed Implementation Manager for the MSP Project. Dave has lead all of our State government MSP program implementations, starting with the State of Indiana in December 2008. He has led Knowledge Services MSP implementations in over three (3) dozen State, city, local, university, bodies of corporate politic and judicial systems. Dave has a total of seventy-seven (77) months of Project Management experience specific to State government MSP / VMS implementations in the managing of IT related projects; this exceeds the required sixty (60) months of experience.</p> <p>Our Implementation Specialist, Brett Nagel, was the IT Project Manager for the State of Indiana account which provides seventy-seven (77) months of MSP State government experience. He provided assistance to Dave Stenger in the implementation of the State of Arizona and the State of Utah IT MSP programs, having a total of thirty-two (32) months of State government MSP / VMS implementation experience.</p>		

Note: The offeror may duplicate this form as necessary to demonstrate the requirement.

ATTACHMENT EIGHT: CANDIDATE PROFILE FORMS

Account Manager Candidate Name: [Andrea Connell](#)

Account Manager Team: Each member of the proposed Account Manager Team for the MSP Project must:

1. Must demonstrate a minimum of twenty-four (24) months experience reviewing, evaluating and screening candidates for IT related positions based on their knowledge of the IT industry.
2. Must demonstrate at least twenty-four (24) months experience providing account management responsibilities in direct contact with customer's end users. The account management experience provided must be in the IT field preferably involving provision of staff augmentation resources.

Customer Name: State of Indiana	Contact Name: Mark Hempel Contact Title: Director of Account Management	
Customer Address: 402 W Washington Street, Room W468 Indianapolis, Indiana 46204	Contact Phone Number: (317) 232-2498 Contact Email Address: mhempel@idoa.in.gov	
Project Name: Managed Service Provider (MSP) program utilizing dotStaff™ Vendor Management System (VMS)	Beginning Date of Experience: 12/2008 <small>Month/Year</small>	Ending Date of Experience: Current <small>Month/Year</small>
<p>Describe how the Related Service demonstrates meeting or exceeding the requirement listed above. Offeror's are advised to customize their proposal response and to provide specific detailed information demonstrating the candidate's experience.</p> <p>We propose Andrea Connell as the manager for the proposed local Account Manager Team for the MSP Project. Andrea started at Knowledge Services as the on-site / local Program Manager (Account Manager) for the State of Indiana MSP Program. She exceeds the requirement of experience for a minimum of twenty-four (24) months with seventy-seven (77) months reviewing, evaluating and screening candidates for IT related positions based on her knowledge of the IT industry.</p> <p>As the on-site / local Program Manager for the State of Indiana MSP Program, she has experience providing account management responsibilities in direct contact with the customer's end users. Currently, as the Director of MSP Programs, Andrea oversees all of our State government MSP program accounts (Indiana, Arizona, Maine, Tennessee, Florida, Utah and all cooperative entities) and their respective on-site or local Account Management teams. She continually supports the programs and reviews, evaluates and screens candidates. She works closely with our Account Managers on a daily basis to ensure overall Program satisfaction and to prepare and present the Quarterly Business Reviews and SLA requirements to our client users.</p>		

Note: The offeror may duplicate this form as necessary to demonstrate the requirement.



ATTACHMENT EIGHT: CANDIDATE PROFILE FORMS

Account Manager Candidate Name: [Yasanta Wells](#)

Account Manager Team: Each member of the proposed Account Manager Team for the MSP Project must:

3. Must demonstrate a minimum of twenty-four (24) months experience reviewing, evaluating and screening candidates for IT related positions based on their knowledge of the IT industry.
4. Must demonstrate at least twenty-four (24) months experience providing account management responsibilities in direct contact with customer's end users. The account management experience provided must be in the IT field preferably involving provision of staff augmentation resources.

Customer Name: State of Tennessee	Contact Name: Jeff Magruder Contact Title: Category Specialist, Services – Contract Manager	
Customer Address: Department of General Services 312 Rosa L. Parks Avenue Nashville, Tennessee 37243	Contact Phone Number: (615) 532-8918 Contact Email Address: jeff.magruder@tn.gov	
Project Name: Managed Service Provider (MSP) program utilizing dotStaff™ Vendor Management System (VMS)	Beginning Date of Experience: 08/2013 <small>Month/Year</small>	Ending Date of Experience: Current <small>Month/Year</small>
<p>Describe how the Related Service demonstrates meeting or exceeding the requirement listed above. Offeror's are advised to customize their proposal response and to provide specific detailed information demonstrating the candidate's experience.</p> <p>We propose Yasanta Wells for the local Account Manager role for the MSP Project. Yasanta started with Knowledge Services as the on-site Program Manager (Account Manager) for the State of Tennessee MSP Program. Yasanta meets the requirement of experience for a minimum of twenty-four (24) months with twenty-five (25) months with the Tennessee MSP program and training with the State of Indiana MSP program team. The duties of her role include but are not limited to, reviewing, evaluating and screening candidates for IT related positions based on her knowledge of the IT industry.</p> <p>As the on-site Program Manager for the State of Tennessee MSP Program, she has experience in providing account management responsibilities in direct contact with the customer's end users. She continually supports the programs and reviews, evaluates and screen candidates. She works closely with our client stakeholder, client users and program team members on a daily basis to ensure overall Program satisfaction and works with our Director of MSP Programs to prepare and present the Quarterly Business Reviews and SLA requirements to our client users.</p>		

Note: The offeror may duplicate this form as necessary to demonstrate the requirement.

ATTACHMENT EIGHT: CANDIDATE PROFILE FORMS

Account Manager Candidate Name: [Melanie Waterbury](#)

Account Manager Team: Each member of the proposed Account Manager Team for the MSP Project must:

5. Must demonstrate a minimum of twenty-four (24) months experience reviewing, evaluating and screening candidates for IT related positions based on their knowledge of the IT industry.
6. Must demonstrate at least twenty-four (24) months experience providing account management responsibilities in direct contact with customer's end users. The account management experience provided must be in the IT field preferably involving provision of staff augmentation resources.

Customer Name: State of Arizona	Contact Name: Terri Johnson Contact Title: Procurement Manager	
Customer Address: AZDOA Building 100 N. 15th Avenue, Suite 201 Phoenix, Arizona 85007	Contact Phone Number: (602) 267-2853 Contact Email Address: terri.johnson@azdoa.gov	
Project Name: Managed Service Provider (MSP) program utilizing dotStaff™ Vendor Management System (VMS)	Beginning Date of Experience: 03/2013 <small>Month/Year</small>	Ending Date of Experience: Current <small>Month/Year</small>
<p>Describe how the Related Service demonstrates meeting or exceeding the requirement listed above. Offeror's are advised to customize their proposal response and to provide specific detailed information demonstrating the candidate's experience.</p> <p>We propose Melanie Waterbury for the local Account Team Member role for the MSP Project. Melanie started with Knowledge Services as the local Program Team Member (Account Manager) for the State of Arizona MSP Program. Melanie meets the requirement of experience for a minimum of twenty-four (24) months with twenty-seven (27) months with the Arizona MSP program reviewing, evaluating and screening candidates for IT related positions based on her knowledge of the IT industry.</p> <p>As a local Program Team Member for the State of Arizona MSP Program, she has experience in providing account management responsibilities in direct contact with the customer's end users. She continually supports the programs and reviews, evaluates and screen candidates. She works closely with our client stakeholder, client users and program manager / team members on a daily basis to ensure overall Program satisfaction.</p>		

Note: The offeror may duplicate this form as necessary to demonstrate the requirement.

ATTACHMENT EIGHT: CANDIDATE PROFILE FORMS

Account Manager Candidate Name: [Michelle Holmes](#)

Account Manager Team: Each member of the proposed Account Manager Team for the MSP Project must:

7. Must demonstrate a minimum of twenty-four (24) months experience reviewing, evaluating and screening candidates for IT related positions based on their knowledge of the IT industry.
8. Must demonstrate at least twenty-four (24) months experience providing account management responsibilities in direct contact with customer's end users. The account management experience provided must be in the IT field preferably involving provision of staff augmentation resources.

Customer Name: Retail / Manufacturing Industry Client	Contact Name: Available Upon Request Contact Title: Available Upon Request	
Customer Address: Mason, Ohio	Contact Phone Number: Available Upon Request Contact Email Address: Available Upon Request	
Project Name: Managed Service Provider (MSP) program utilizing dotStaff™ Vendor Management System (VMS)	Beginning Date of Experience: 01/2009 <small>Month/Year</small>	Ending Date of Experience: Current <small>Month/Year</small>
<p>Describe how the Related Service demonstrates meeting or exceeding the requirement listed above. Offeror's are advised to customize their proposal response and to provide specific detailed information demonstrating the candidate's experience.</p> <p>We propose Michelle Holmes for the local Account Team Member role for the MSP Project. Michelle started with Knowledge Services as the on-site Program Manager (Account Manager) for a retail / manufacturing industry client MSP / VMS Program. She meets the requirement of experience for a minimum of twenty-four (24) months with seventy-six (76) months with the client's MSP / VMS program reviewing, evaluating and screening candidates for IT related positions based on her knowledge of the IT industry.</p> <p>As an on-site Program Manager, she has experience in providing account management responsibilities in direct contact with the customer's end users. She continually supports the programs and reviews, evaluates and screen candidates. She worked closely with our client stakeholder, client users and Program Team Members on a daily basis to ensure overall Program satisfaction.</p>		

Note: The offeror may duplicate this form as necessary to demonstrate the requirement.



ATTACHMENT EIGHT: CANDIDATE PROFILE FORMS

Contract Manager Candidate Name: [Bill Evans](#)

Contract Manager: The proposed Contract Manager for the MSP Project must:

Have a minimum of thirty-six (36) months experience supporting the management of Contracts, facilitating dispute resolution, and to advising client customers of performance under the terms and conditions of the Contract.

Customer Name: State of Indiana	Contact Name: Mark Hempel Contact Title: Director of Account Management	
Customer Address: 402 W Washington Street, Room W468 Indianapolis, Indiana 46204	Contact Phone Number: (317) 232-2498 Contact Email Address: mhempel@idoa.in.gov	
Project Name: Managed Service Provider (MSP) program utilizing dotStaff™ Vendor Management System (VMS)	Beginning Date of Experience: 12/2008 <small>Month/Year</small>	Ending Date of Experience: Current <small>Month/Year</small>
<p>Describe how the Related Service demonstrates meeting or exceeding the requirement listed above. Offeror's are advised to customize their proposal response and to provide specific detailed information demonstrating the candidate's experience.</p> <p>As the proposed Contract Manager, Bill Evans exceeds the requirement of a minimum of thirty-six (36) months experience supporting the management of Contracts, facilitating dispute resolution, and to advising client customers of performance under the terms and conditions of the Contract. Bill has seventy-seven (77) months of experience as the Contract Manager for our State of Indiana MSP Program, as well as being the Contract Manager for all of our State government MSP / VMS Programs (Arizona, Maine, Tennessee, Florida, Utah and all cooperative entities). Additionally, he has experience prior to working at Knowledge Services in MSP / VMS Program Management in the Indianapolis, Indiana area.</p>		

Note: The offeror may duplicate this form as necessary to demonstrate the requirement.



Knowledge Services understands the importance of a contingency plan to manage the need for additional staff, as well as the peaks in demand for IT staff augmentation resources.

To meet staffing contingency plans that may emerge during implementation or throughout the duration of the Contract, Knowledge Services and the Contract Manager will ensure that a pool of reserved qualified staff are available. Knowledge Services' MSP team members are cross trained and capable of supporting all day-to-day operations and activities as required, whether related to implementation or the daily activities to manage the peaks in demand for IT staff augmentation resources. We embrace a philosophy of "all roles move toward the customer" in times of urgent need.



Assumptions

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 at its sole discretion request that the Offeror remove the assumption or choose to reject the Proposal. No assumptions may be included regarding the outcomes of negotiation, terms and conditions, or requirements. Assumptions must be provided as part of the Offeror response as a stand-alone response section that is inclusive of all assumptions with reference(s) to the section(s) of the RFP that the assumption is applicable to. Offerors must not include assumptions elsewhere in their response.

Knowledge Services does not have any assumptions in response to the MSP for IT Staff Augmentation Services RFP No. 0A1148.



Work Plan

Work Plan. The State encourages responses that demonstrate a thorough understanding of the nature of the Work and what the Contractor must do to get the Work done properly. To this end, the Offeror must submit a Work Plan that includes detail sufficient to give the State an understanding of how the Offeror's meet the requirements for project management and each Work Area defined in Supplement One. Offerors must complete an in-line response within Supplement One to fulfill the submission requirements for the work plan.

Knowledge Services has demonstrated our thorough understanding of the Work required to meet and exceed the State's expectations to fulfill this Contract. Please find our in-line response below in Supplement One on how we meet and exceed the requirements for project management and each Work Area.

Supplement One

SUPPLEMENT ONE

Offerors are to respond to each section in this Supplement.

Scope of Work. The State is seeking a qualified offeror that will provide an MSP solution to manage the hourly based IT Staff Augmentation Services Program. The Contractor will manage a supplier network that will meet the State's IT staffing requirements. The State is seeking a supplier neutral, not-to-exceed (NTE) price rate card MSP model in which the selected MSP will manage the candidate sourcing and ongoing administration of the program. The Contractor should provide a full services model which will include but not be limited to on-site account management, consultation with DAS/OIT and State Agency staff, managing and mentoring of the supplier network, and a flexible candidate screening process. The Contractor must utilize a Vendor Management System (VMS) to automate and support the IT staff augmentation lifecycle and to provide standard and customized reports to the State.

Knowledge Services understands, accepts and will meet and exceed the State of Ohio's Scope of Work and RFP requirements given our substantial State government MSP prime contractor experience. The Knowledge Services MSP solution will efficiently manage the hourly based IT Staff Augmentation Services Program. Knowledge Services has experience in State government and managing a supplier network that will meet the State's IT staffing requirements. Knowledge Services' MSP solution is a supplier neutral program. In all of our State government MSP programs, we utilize a not-to-exceed (NTE) rate card in which our dedicated MSP program team members manage the candidate sourcing and ongoing administration of the program.

Knowledge Services proposes utilizing the dotStaff™ Vendor Management System (VMS) and will provide a full service model. Typical within all of our State government MSP programs, we will provide a dedicated local account management team supported by our executive and auxiliary teams in Indianapolis, IN. We will utilize our MSP Program experience and subject matter expertise to consult with and provide recommendations to DAS / OIT and State Agency staff. Standard within our MSP program philosophy is a respectful and business-like mentoring relationship with the supplier community. Knowledge Services places value on supplier relationships and resource continuity. Our experience has proven that suppliers aggressively participate in MSP programs where they feel valued as partners, have complete transparency and are treated fairly.

The Knowledge Services local MSP program team will facilitate all aspects of the requisition and candidate lifecycle including, but not limited to, requisition management, rate card management, supplier management, skills matching, resume management, interview coordination, flexible candidate screening (including resume review and recorded web interviews), candidate selection, pre-employment screening validation, on-boarding, resource time entry, timekeeping approval, invoicing, supplier payments, Service Level (SLA) management and business analytics, reporting and trending. The dotStaff™ VMS automates the workflow, enabling the MSP team to ensure that all aspects of the process workflows are standardized, compliant and controlled while delivering process efficiencies to the State, the supplier community, the resources and the MSP.



The Contractor shall provide an MSP solution that includes the following processes, components, and attributes:

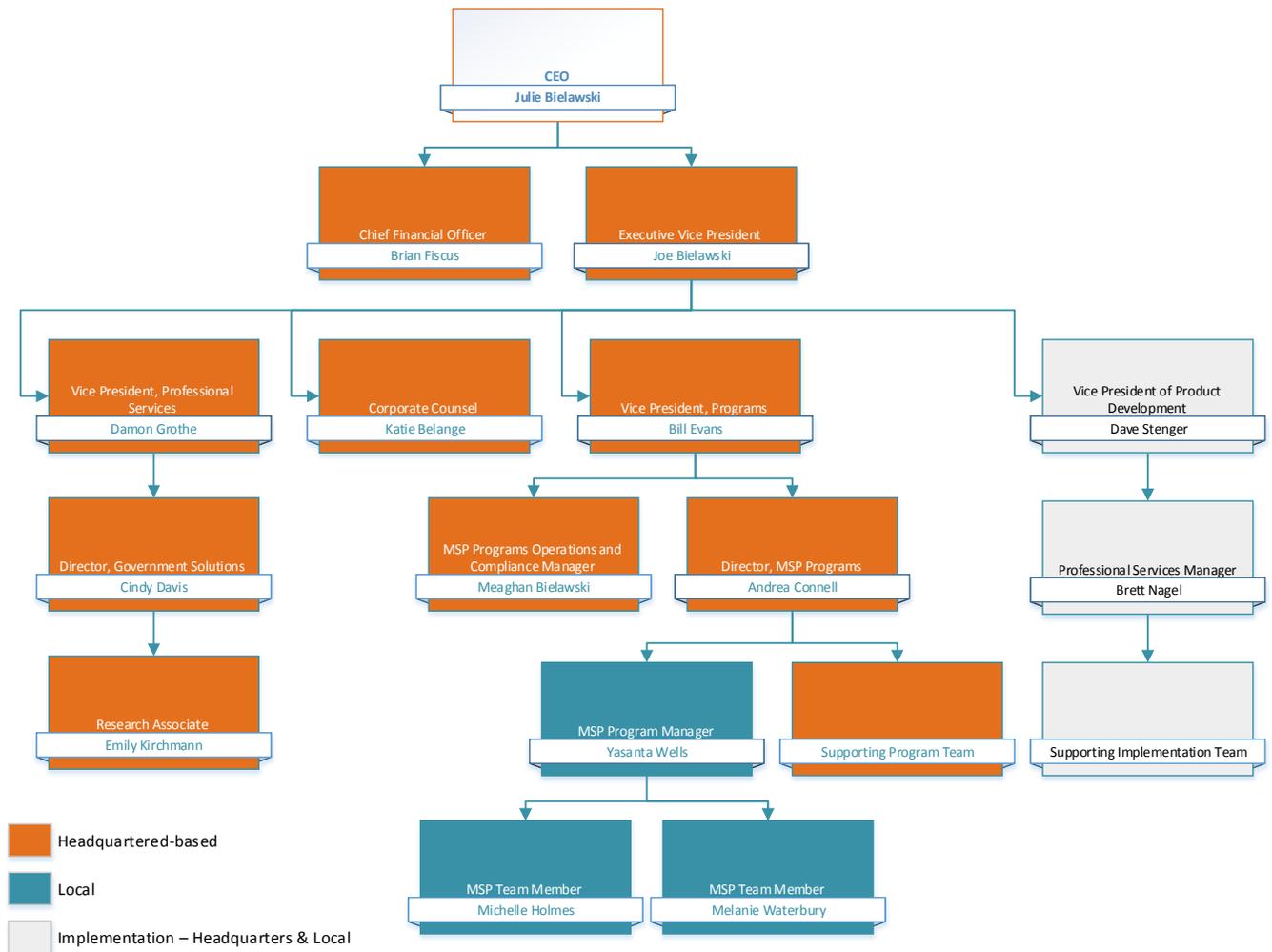
GENERAL REQUIREMENTS

Contractor Key Personnel Roles and Responsibilities

- a) The Contractor must provide, and update when changed, an organizational chart highlighting the key people assigned to manage the personnel called for in this RFP, and illustrating the lines of authority. If at any time during the term of the Contract the selected Contractor's organizational structure or personnel involved with the Contract changes, a new organizational chart must be provided to the State's Contract Manager within thirty (30) days of the change.

Knowledge Services has provided below, and will update if changed, an organizational chart highlighting the key people assigned to manage the personnel called for in this RFP, and illustrating the lines of authority between those people.

Knowledge Services understands and agrees that if at any time during the term of the Contract the organizational structure or personnel involved with the Contract changes, a new organizational chart will be provided to the State's Contract Manager within thirty (30) days of the change.



- b) The Contractor must identify an Implementation Manager who will oversee the project during implementation. The Implementation Manager must be identified as a Key Personnel subject to the State's interview and approval. The Implementation Manager must be a full-time employee of the Contractor or its subcontractor

Knowledge Services has identified Dave Stenger as the Implementation Manager who will oversee the project during the implementation. Dave Stenger is a full-time employee, has led six (6) Statewide MSP / VMS implementations, dozens of government cooperative entities MSP / VMS implementations and has been with the company for 11 years. Additionally, Dave has extensive software development, systems integration, lean / six sigma and process management experience with State and local (cooperative) governmental bodies. Dave will provide the State with exceptional consultative and operational value from his leadership positions within the IT staffing industry, both as a vendor and an MSP / VMS. This, coupled with his extensive Workforce Management and MSP / VMS experience, will provide the State, its

Agencies and the dozens of anticipated using cooperatives invaluable insights and industry best practices.

- c) The Contractor must identify an Account Manager Team who will be responsible for the day-to-day activities related to this Contract throughout the Contract term. The State requires a qualified account team to manage the relationship between the State and the MSP, and the MSP and the enrolled network providers. These team members should have extensive knowledge of IT industry trends and best practices. The offeror's proposal must identify and provide detailed information for team members demonstrating their experience and capability to perform their assigned duties and to handle key responsibilities after implementation "go-live. The State requires that the Contractor provide a team of qualified account managers of sufficient size to manage the volume of work required to be performed as part of the Contract. The State requires the Contractor to provide a plan for managing peaks and valleys in demand for resources. Any changes to the Account Manager Team must be approved by the State a minimum of ten (10) business days in advance. The State reserves the right to request changes in the account team if performance is not satisfactory. The Account Manager Team members must be identified as a Key Personnel subject to the State's interview and approval. The Account Manager Team must be fulltime employees of the Contractor.

Knowledge Services has identified Andrea Connell as the Account Manager. Andrea, coupled with the remainder of the proposed Account Management team, have Knowledge Services management and operational MSP experience serving State governments in addition to multiple MSP State government cooperatives. The remaining identified Account Management personnel of Yasanta Wells, Melanie Waterbury and Michelle Holmes are the proposed local Account Management team that will be responsible for the day-to-day activities related to this Contract throughout the Contract term. Knowledge Services will provide the State the opportunity to interview and provide input during the selection process of the local MSP Account Management team.

Foundational to all of our MSP programs, our high touch, dedicated MSP program teams include a program manager with industry knowledge and skills expertise. The MSP program manager serves as the key point of contact who will manage the full service model and requisition lifecycle, as well as reduce administrative burden for the State, resource and supplier network. The program manager will be fully supported by our dedicated, local MSP program team specialists who will also perform services related to all aspects of the program and requisition management. The Knowledge Services MSP program team will manage the relationship between the State and Knowledge Services, and Knowledge Services and the enrolled supplier network. Recruiting program and IT industry subject matter expert team members are a standard component of our program team member requirements. The MSP program team serves as a trusted advisor for the State, Knowledge Services, the resources and the supplier network.

Knowledge Services understands the requirement of the State to provide a team of qualified account managers with the experience and capabilities to perform their assigned duties and handle key responsibilities after implementation "go live." Therefore, we have provided a

proposed account management team, but feel it is of utmost importance for the State to be involved in the interviewing and selection of team members. Knowledge Services will provide a sufficient team to manage the volume of work required for this Contract. We believe the local team will consist of one MSP program manager and two IT subject matter expert MSP program team members. If at any time throughout the duration of the Contract Knowledge Services finds the need to adjust the MSP program team to meet all State requirements or manage peaks and valleys in demand, growth and / or expansion, we are capable of meeting this requirement. As an example, the State of Indiana MSP Program began with two dedicated, on-site / local Program team members. With the State's requested Program expansions and influx of resource demand, today's MSP Program team is comprised of five dedicated, on-site / local Program team members. Any changes to the Account Manager Team will be approved by the State a minimum of ten (10) business days in advance. We understand and accept the State reserves the right to request changes in the account team if performance is not satisfactory. Our MSP program team is and will be comprised of only fulltime Knowledge Services employees.

- d) The Contractor must designate an individual to serve as the Contract Manager for the provision of services pursuant to this RFP. The duties of the Contractor's Contract Manager shall include but not be limited to:
- supporting the management of the Contract,
 - facilitating dispute resolution, and
 - advising the State of performance under the terms and conditions of the Contract.

The Contract Manager must be identified as a Key Personnel subject to the State's interview and approval. The State reserves the right to require a change in the Contractor's Contract Manager if the assigned Contract Manager is not, in the opinion of the State, adequately serving the needs of the State. The Contract Manager must be available to meet with State staff, if needed, to resolve issues that may arise.

Knowledge Services has designated Bill Evans to serve as the Contract Manager for this Contract. Bill Evans, as the Vice President of MSP Programs who oversees all of our State, local and cooperative government MSP Programs, has the experience and expertise to support the management of the Contract, facilitate dispute resolution and advise the State of performance under the terms and conditions of the Contract.

We understand that the State reserves the right to require a change in the Contract Manager if, in the State's opinion, Bill is not serving the needs of the State. Bill will be available to meet with State staff, if needed, to resolve issues that may arise.

Implementation. The State requires that the implementation plan for the proposed solution be developed by the Contractor and approved by the State. In its proposal, offerors shall submit its project implementation methodology and draft implementation plan which it proposes to use for implementation of the project. The Contractor must meet with the State to review potential technical and logistical issues of the proposed



implementation plan. The Contractor shall provide a finalized implementation plan based on the feedback received from the State. To ensure a timely and satisfactory implementation, the Contractor and the State must jointly agree to a final implementation plan.

The implementation plan must include detail sufficient to give the State an understanding of how the Offeror's knowledge and approach will:

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

Knowledge Services provides a highly proven and reliable MSP program implementation with previous experience in converting the current State of Ohio provider to a Knowledge Services MSP program. Resource and supplier retention is critical. Knowledge Services has a proven track record of 100% resource and supplier retention without disruption. Knowledge Services has successfully converted a Computer Aid, Inc. State government MSP program, including the transition from Peoplefluent to the dotStaff™ VMS technology. Using proven Change and Communications Management methodologies combined with practical conversion experience, Knowledge Services understands the risks and has a proven project plan to address them.

Knowledge Services manages all MSP program implementations and system and process migrations utilizing a proven, repeatable framework. This process framework ensures program objectives are accomplished with sufficient flexibility to meet unique Agency needs. As illustrated in the figure below, the implementation is divided into four phases:

- **Envisioning – understanding State objectives, current practices**
- **Planning – current state process discovery and mapping, review of current provider processes and user guides, recommended future state process, change management plan, data collection, communication template modification, schedule development, and State sign off of each of these outputs**
- **Deployment – communication plan execution, change management plan execution, data load, supplier and State user program education, desktop pilot and sign-off**
- **Finalization – execution of any process, data, or system adjustments requested during desktop pilot**

Figure – Implementation Process Framework



Our program implementation approach focuses on the following success factors:

- 100% supplier engagement and understanding of program benefits
- Accomplishment of all stated State objectives
- Succinct and effective communication to all program constituency
- Seamless change management execution
- On-going program measurement, reporting and advising

Our VMS implementation plan is integrated within our MSP program implementation plan and is typically completed within 45 to 60 days. The implementation timeline will not exceed eight (8) weeks, meeting the 60 day requirement. This plan also includes information, data and knowledge transfer. Data gathering from the existing MSP and VMS provider, Computer Aid, Inc. and Peoplefluent, may speed the overall implementation if the existing provider can supply the data in a standard data transfer format which includes supplier name, resource name, manager name, time approver name if different than manager,



department / agency, bill rate, supplier rate, project or cost center (i.e. billing information), resource location and any shift or OT premiums associated with the resource.

The images on the following three pages illustrate the summarized Implementation Process Flow, including the timing of the various steps identified in the narrative above.

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Figure – Implementation Process Flow – Section 1

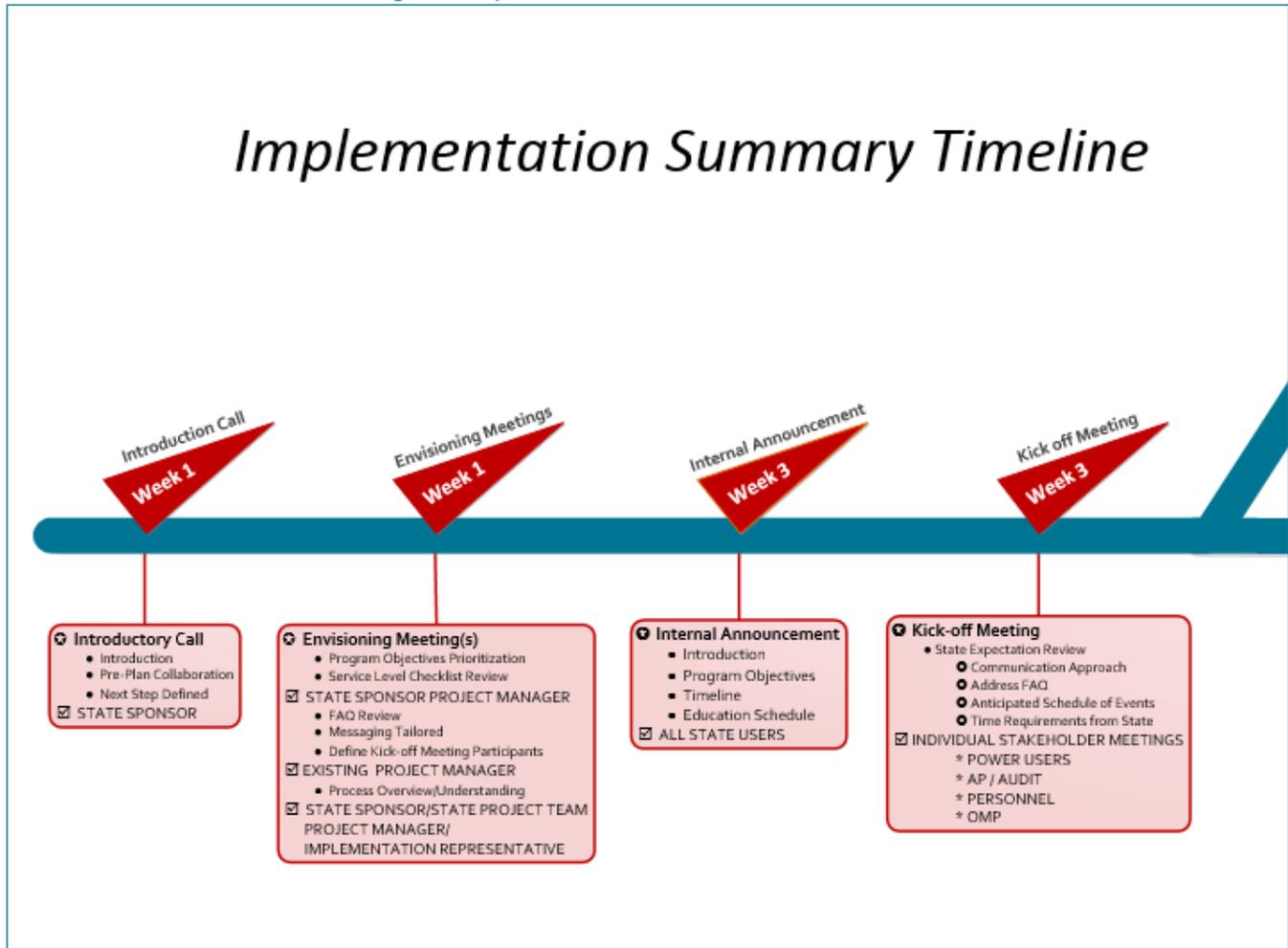


Figure – Implementation Process Flow - Overview

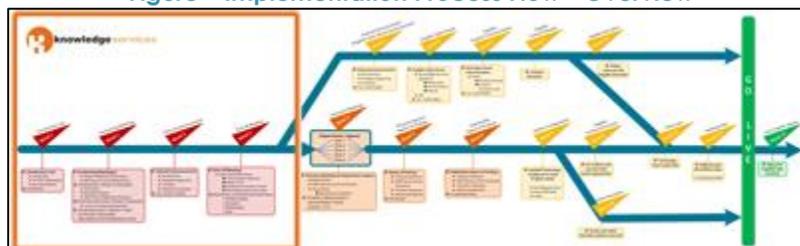


Figure – Implementation Process Flow – Section 2

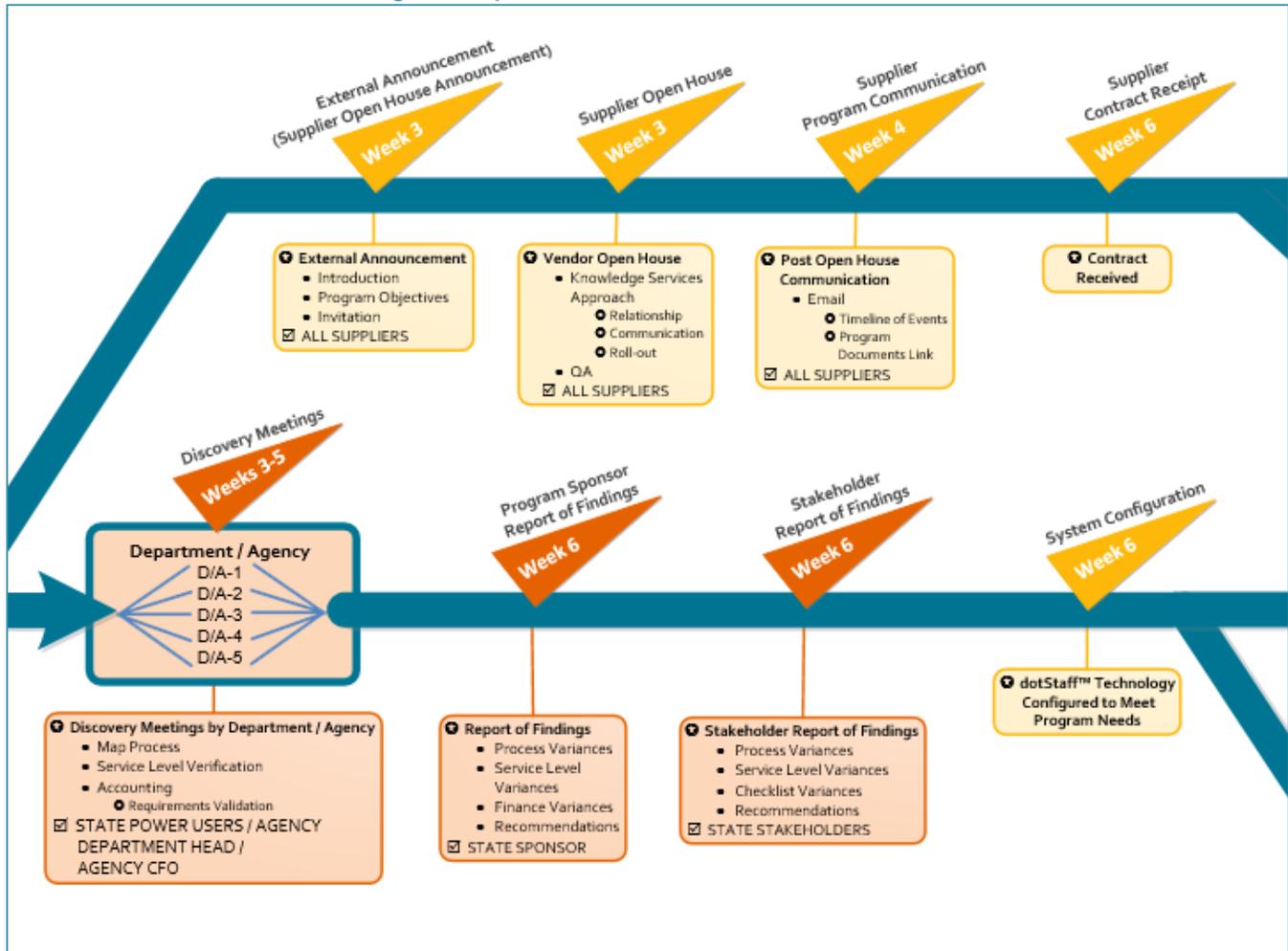


Figure – Implementation Process Flow – Overview

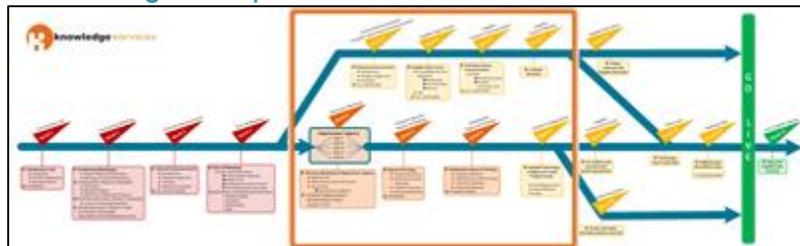


Figure – Implementation Process Flow – Section 3

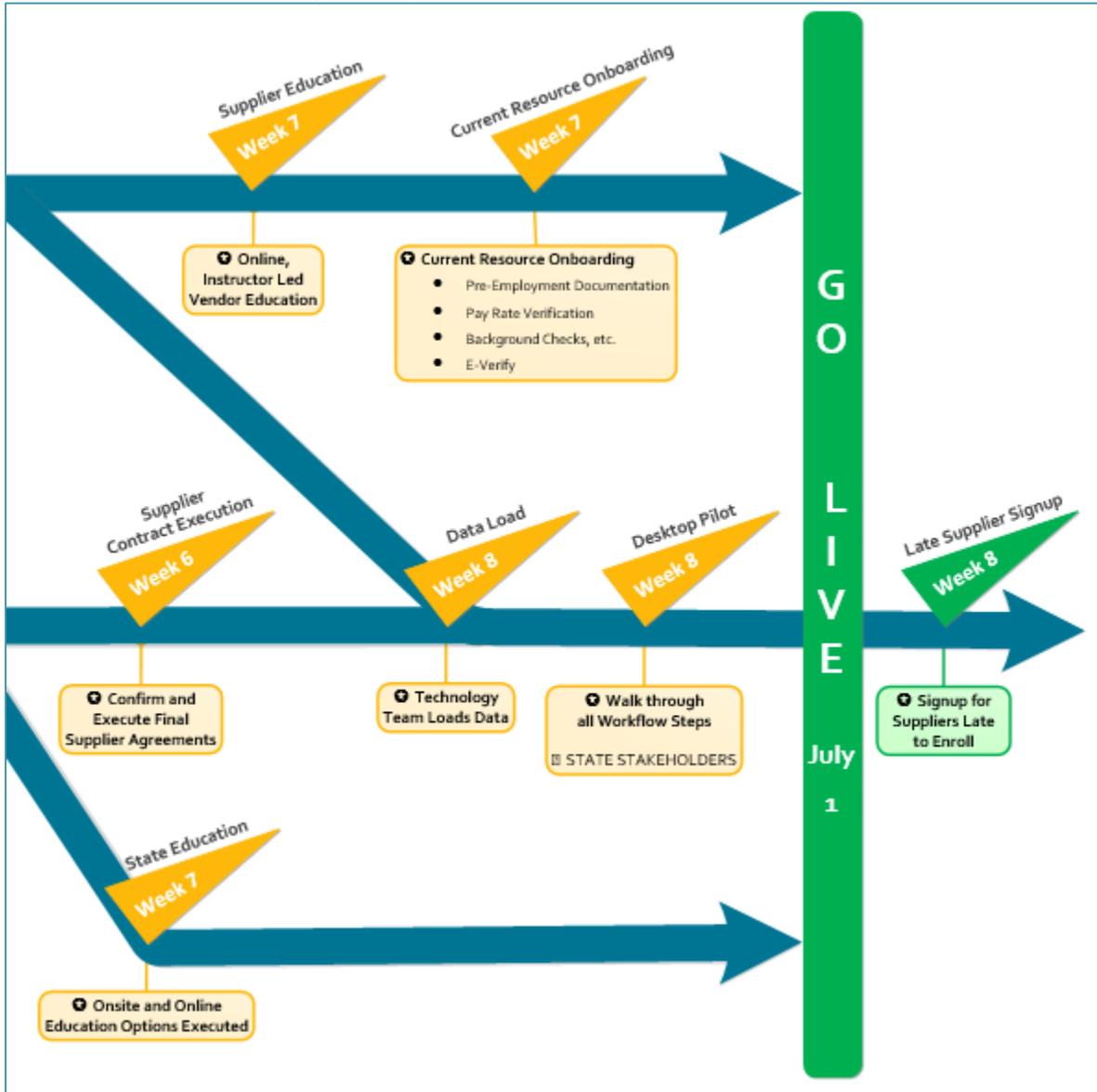
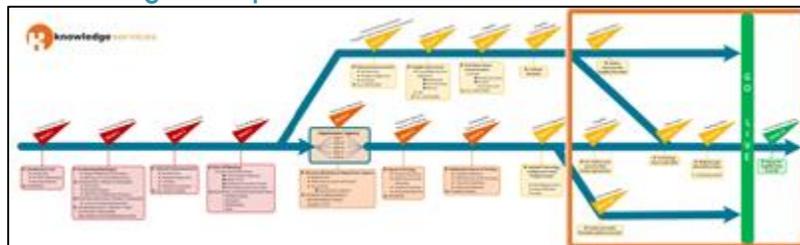


Figure – Implementation Process Flow – Overview





Knowledge Services will meet with the State to review potential technical and logistical issues of the proposed implementation plan. We will provide a finalized implementation plan based on the feedback received from the State. To ensure a timely and satisfactory implementation, Knowledge Services and the State will jointly agree to a final implementation plan. We will provide a weekly update to State stakeholders on the progress of the implementation to ensure State satisfaction.

The implementation will begin with an envisioning phase. An introductory meeting will be held to confirm and document the State's objectives. These objectives will be tracked throughout the program implementation and Go-Live for purposes of measuring implementation and Program success. The introductory meeting is followed by additional meetings where we, along with the State, validate project steps and make State and Agency specific adjustments to the plan.

Knowledge Services' MSP Discovery Sessions will include identifying and documenting current State process mapping, systems integration needs, area-specific approval workflows and business rules and resource requirements. Knowledge Services will then develop and recommended future State processes, change management strategy and communications management plans and templates.

The State's business rules will be captured and documented during the Knowledge Services Discovery Meetings, presented and validated with Sponsors and Stakeholders during the Report of Findings meetings and incorporated into the dotStaff™ technology and MSP program team methodologies during system configuration.

The Knowledge Services MSP Implementation Team will document, review and recommend possible job title and job description changes to the State prior to Program Go-Live. The State will have abundant time to review, accept, reject and modify any Knowledge Services recommendations. This is to ensure each Agency's specific needs, including legacy and non-State standard systems, etc. are addressed and agency-unique job titles and descriptions will be developed for each.

After acceptance of the Report of Findings to all stakeholders, the balance of the implementation tasks are completed, including:

- State client education
- Supplier network enrollment
- Supplier network education
- Resource education
- MSP Program configuration
- Technology configuration
- Data load
- Final State audit of data
- Go Live

Knowledge Services' detailed draft implementation project plan, which we propose to use for the implementation of the project, is listed below.

Figure – Project Implementation Plan DRAFT – Page 1

Task Mode	Task Name	Duration	Start	Finish
★	Program Start	1 day	Mon 9/7/15	Mon 9/7/15
▶	Introduction Call	3 days?	Tue 9/8/15	Thu 9/10/15
★	Schedule Introductory Call	1 day	Tue 9/8/15	Tue 9/8/15
▶	Complete Intro Call/Meeting	1 day	Wed 9/9/15	Wed 9/9/15
▶	Schedule Envisioning Meeting	1 day?	Thu 9/10/15	Thu 9/10/15
▶	Identify Client Sponsor	1 day?	Thu 9/10/15	Thu 9/10/15
▶	Identify MSP/VMS Team Members	4 days	Tue 9/8/15	Fri 9/11/15
▶	Confirm MSP Exec Champ	1 day	Tue 9/8/15	Tue 9/8/15
▶	Confirm Technology Sponsor	1 day	Tue 9/8/15	Tue 9/8/15
▶	Confirm Implementation Team Members	1 day	Fri 9/11/15	Fri 9/11/15
▶	Complete Envisioning Meeting	1 day?	Fri 9/11/15	Fri 9/11/15
▶	Update Project Schedule	1 day	Mon 9/14/15	Mon 9/14/15
▶	Schedule MSP Configuration document meeting	1 day?	Mon 9/14/15	Mon 9/14/15
▶	Fill out MSP Configuration document with Client Sponsor	3 days	Tue 9/15/15	Thu 9/17/15
▶	Determine Kick off meeting dates and locations	1 day?	Mon 9/14/15	Mon 9/14/15
▶	Determine Vendor Open House date(s) and location(s)	1 day?	Mon 9/14/15	Mon 9/14/15
▶	Client Contract	8 days?	Fri 9/11/15	Tue 9/22/15
▶	Prepare the Contract	2 days	Fri 9/11/15	Mon 9/14/15
▶	Schedule contract review meeting	1 day?	Tue 9/15/15	Tue 9/15/15
▶	Review contract with client	1 day?	Wed 9/16/15	Wed 9/16/15
▶	Make required modifications to contract	1 day	Thu 9/17/15	Thu 9/17/15
▶	Obtain signed contract	3 days	Fri 9/18/15	Tue 9/22/15
★	Communication	4 days?	Wed 9/23/15	Mon 9/28/15
▶	Prepare Client Communication	1 day?	Wed 9/23/15	Wed 9/23/15
▶	Prepare Vendor Open House communication	1 day?	Wed 9/23/15	Wed 9/23/15
▶	Provide Communication to Client sponsor	1 day?	Thu 9/24/15	Thu 9/24/15
▶	Obtain approved communication	1 day?	Fri 9/25/15	Fri 9/25/15
▶	Send communication to client and vendor users	1 day	Mon 9/28/15	Mon 9/28/15
▶	Kick Off Meeting	2 days?	Wed 9/23/15	Thu 9/24/15
▶	Schedule Kick off Meeting	1 day?	Wed 9/23/15	Wed 9/23/15
▶	Complete Kick off Meeting	1 day	Thu 9/24/15	Thu 9/24/15
★	Vendor Open House	9 days?	Fri 9/25/15	Wed 10/7/15
▶	Prepare Open House presentation	1 day?	Fri 9/25/15	Fri 9/25/15
▶	Prepare Open House FAQ	1 day?	Fri 9/25/15	Fri 9/25/15
▶	Complete Vendor Open House	1 day?	Fri 9/25/15	Fri 9/25/15

Figure – Project Implementation Plan DRAFT – Page 2

Task Mode	Task Name	Duration	Start	Finish
→	Prepare Open House FAQ	1 day?	Fri 9/25/15	Fri 9/25/15
→	Complete Vendor Open House	1 day?	Fri 9/25/15	Fri 9/25/15
★	Discovery Meetings	20 days	Fri 9/25/15	Thu 10/22/15
→	Schedule department discovery meetings	1 day?	Fri 9/25/15	Fri 9/25/15
→	Complete Discovery Meetings	15 days	Mon 9/28/15	Fri 10/16/15
→	Consolidate Notes	2 days	Mon 10/19/15	Tue 10/20/15
→	Prepare Report of Findings	2 days	Wed 10/21/15	Thu 10/22/15
→	Schedule ROF Meeting	1 day	Mon 10/12/15	Mon 10/12/15
→	Complete ROF with sponsor	1 day	Tue 10/13/15	Tue 10/13/15
→	Complete ROF to Client Team Members	1 day	Wed 10/14/15	Wed 10/14/15
→	Rate Card	21 days	Mon 9/14/15	Mon 10/12/15
→	Obtain Job Titles and Descriptions	5 days	Mon 9/14/15	Fri 9/18/15
→	Complete Rate Review	10 days	Mon 9/21/15	Fri 10/2/15
→	Prepare Rate Card	1 day	Mon 10/5/15	Mon 10/5/15
→	Obtain client rate card approval	5 days	Tue 10/6/15	Mon 10/12/15
★	Vendor Contract	8 days	Wed 9/30/15	Fri 10/9/15
→	Update MSP Cofig doc with new findings	1 day?	Fri 10/2/15	Fri 10/2/15
→	Provide MSP Config to Legal	1 day?	Mon 10/5/15	Mon 10/5/15
→	Prepare vendor contract	1 day	Tue 10/6/15	Tue 10/6/15
→	Provide client with copy of vendor contract	1 day	Wed 10/7/15	Wed 10/7/15
→	Make client modifications as required to vendor contract	1 day	Thu 10/8/15	Thu 10/8/15
→	Finalize vendor contract	1 day	Fri 10/9/15	Fri 10/9/15
★	Vendor Portal	2 days	Mon 9/28/15	Tue 9/29/15
→	Prepare Vendor Portal	1 day	Mon 9/28/15	Mon 9/28/15
→	Complete Quality check of vendor portal	1 day	Tue 9/29/15	Tue 9/29/15
★	Vendor Program Communication	3 days?	Mon 9/28/15	Wed 9/30/15
→	Prepare vendor program communication	1 day?	Mon 9/28/15	Mon 9/28/15
→	Provide communication to program team and client for approval	1 day	Tue 9/29/15	Tue 9/29/15
→	Send Program communication to Vendor	1 day	Wed 9/30/15	Wed 9/30/15
★	Technology	2 days	Wed 10/14/15	Thu 10/15/15
→	Configure Technology	2 days	Wed 10/14/15	Thu 10/15/15
★	Vendor Sign-up	10 days	Fri 10/9/15	Thu 10/22/15
→	Complete calls to vendors to ensure they received announcement	1 day	Fri 10/9/15	Fri 10/9/15
→	Follow up calls as required	2 days	Mon 10/12/15	Tue 10/13/15
→	Obtain Vendor Contract, COI, Data	5 days	Fri 10/16/15	Thu 10/22/15

Figure – Project Implementation Plan DRAFT – Page 3

Task Mode	Task Name	Duration	Start	Finish
	Follow up calls as required	2 days	Mon 10/12/15	Tue 10/13/15
	Obtain Vendor Contract, COI, Data	5 days	Fri 10/16/15	Thu 10/22/15
	Program Team Facilities	23 days	Mon 9/14/15	Wed 10/14/15
	Determine if onsite or space required	1 day	Mon 9/14/15	Mon 9/14/15
	Locate space	10 days	Tue 9/15/15	Mon 9/28/15
	Complete build out	10 days	Tue 9/29/15	Mon 10/12/15
	Complete IT build out and integration	1 day	Tue 10/13/15	Tue 10/13/15
	Complete IT testing	1 day	Wed 10/14/15	Wed 10/14/15
	Client Data Collection	15 days	Mon 9/7/15	Fri 9/25/15
	Prepare Data collection sheet	1 day	Mon 9/7/15	Mon 9/7/15
	Identify client users who should provide data	1 day	Mon 9/7/15	Mon 9/7/15
	Send Client data sheet	1 day	Fri 9/11/15	Fri 9/11/15
	Obtain completed Data	1 day	Fri 9/25/15	Fri 9/25/15
	MSP Setup	24 days	Mon 9/14/15	Thu 10/15/15
	Provide KS W9 to client	1 day	Mon 9/14/15	Mon 9/14/15
	Ensure proper vendor information to client for AP	1 day	Tue 9/15/15	Tue 9/15/15
	Complete any banking setup requirements	1 day	Mon 9/14/15	Mon 9/14/15
	Prepare Posting Request Form	1 day	Mon 9/14/15	Mon 9/14/15
	Complete Knowledge Transfer	1 day	Wed 10/14/15	Wed 10/14/15
	Prepare data for training	1 day	Thu 10/15/15	Thu 10/15/15
	Create Posting Questionnaire	1 day	Mon 9/14/15	Mon 9/14/15
	RQC Form Created and add to Website	1 day	Wed 10/14/15	Wed 10/14/15
	Establish posting naming convention	1 day	Wed 10/14/15	Wed 10/14/15
	Establish Project Naming convention	1 day	Wed 10/14/15	Wed 10/14/15
	Client Protocol Site	24 days	Mon 9/14/15	Thu 10/15/15
	Hosted by KS and/or Client	1 day	Mon 9/14/15	Mon 9/14/15
	Prepare Content	1 day	Wed 10/14/15	Wed 10/14/15
	Finalize Site	1 day	Thu 10/15/15	Thu 10/15/15
	Client Education Sessions Scheduled	7 days	Wed 10/14/15	Thu 10/22/15
	Create Client get started guide	1 day	Wed 10/14/15	Wed 10/14/15
	Create Client FAQ	1 day	Thu 10/15/15	Thu 10/15/15
	Prepare client education materials	1 day	Thu 10/15/15	Thu 10/15/15
	Education registration confirmed	1 day	Fri 10/16/15	Fri 10/16/15
	Client education completed	4 days	Mon 10/19/15	Thu 10/22/15
	Data Load/Import	5 days	Mon 10/26/15	Fri 10/30/15

Figure – Project Implementation Plan DRAFT – Page 4

Task Name	Duration	Start	Finish
Client education completed	4 days	Mon 10/19/15	Thu 10/22/15
▲ Data Load/Import	5 days	Mon 10/26/15	Fri 10/30/15
Add client users	1 day	Mon 10/26/15	Mon 10/26/15
Register client users	1 day	Tue 10/27/15	Tue 10/27/15
Register vendors	1 day	Mon 10/26/15	Mon 10/26/15
Add signed vendors to client vendor list	1 day	Fri 10/30/15	Fri 10/30/15
▲ Vendor Education	19 days	Tue 9/29/15	Fri 10/23/15
Complete Vendor Get Started Guide	1 day	Wed 10/14/15	Wed 10/14/15
Complete resource Get Started Guide	1 day	Wed 10/14/15	Wed 10/14/15
Guides placed on vendor program portal	1 day	Thu 10/15/15	Thu 10/15/15
Prepare vendor education materials	1 day	Wed 10/14/15	Wed 10/14/15
Identify dates and location for vendor education	1 day	Tue 9/29/15	Tue 9/29/15
Schedule vendor user education	1 day	Wed 9/30/15	Wed 9/30/15
Vendor education completed	1 day	Fri 10/23/15	Fri 10/23/15
Complete Vendor Finance Guide	1 day	Wed 10/14/15	Wed 10/14/15
Prepare vendor AR education materials	1 day	Wed 10/14/15	Wed 10/14/15
Schedule vendor finance education	1 day	Thu 10/15/15	Thu 10/15/15
Complete vendor finance education	1 day	Fri 10/23/15	Fri 10/23/15
▲ Cutover Team Management	6 days	Wed 10/14/15	Wed 10/21/15
Identify cutover team requirements and headcount	1 day	Wed 10/14/15	Wed 10/14/15
Complete cutover team briefing	1 day	Wed 10/21/15	Wed 10/21/15
Identify a location for time entry help (optional)	1 day	Wed 10/14/15	Wed 10/14/15
Prepare communication about time entry help	1 day	Thu 10/15/15	Thu 10/15/15
Send communication	1 day	Fri 10/16/15	Fri 10/16/15
Identify location for time approval help as needed	1 day	Wed 10/14/15	Wed 10/14/15
Prepare communication about time approval help	1 day	Thu 10/15/15	Thu 10/15/15
Send communication about time approval help to managers	1 day	Fri 10/16/15	Fri 10/16/15
▲ Go Live	4 days	Wed 10/28/15	Mon 11/2/15
Send final cutover communication	2 days	Wed 10/28/15	Thu 10/29/15
Send link to protocol site to all client users	1 day	Fri 10/30/15	Fri 10/30/15
Begin time entry	1 day	Mon 11/2/15	Mon 11/2/15
▲ Implementation Close Down / Acceptance	5 days	Tue 11/3/15	Mon 11/9/15
Team Onsite for initial time entry	1 day	Tue 11/3/15	Tue 11/3/15
Team onsite for initial time approval	1 day	Wed 11/4/15	Wed 11/4/15
Begin time approval	1 day	Thu 11/5/15	Thu 11/5/15

Figure – Project Implementation Plan DRAFT – Page 5

Task Mode	Task Name	Duration	Start	Finish
→	Team onsite for initial time approval	1 day	Wed 11/4/15	Wed 11/4/15
→	Begin time approval	1 day	Thu 11/5/15	Thu 11/5/15
→	Audit first invoice	1 day	Fri 11/6/15	Fri 11/6/15
→	Hand carry first invoice(s)	1 day	Mon 11/9/15	Mon 11/9/15
★	Late Signup Management	10 days	Mon 10/26/15	Fri 11/6/15
→	Review required changes to projects or rates	1 day	Mon 10/26/15	Mon 10/26/15
→	Notify client of unsigned vendors	1 day	Mon 11/2/15	Mon 11/2/15
→	Add Vendors that sign after data freeze	1 day	Mon 11/2/15	Mon 11/2/15
→	Add resources for late signing vendors	1 day	Tue 11/3/15	Tue 11/3/15
→	Complete education of late signing vendors	1 day	Wed 11/4/15	Wed 11/4/15
→	Enter past time sheets for late signing vendors	1 day	Thu 11/5/15	Thu 11/5/15
→	Begin entering new postins as required	1 day	Mon 11/2/15	Mon 11/2/15

The following is a list of what the implementation plan must include but is not limited to:

- A. At a minimum, the implementation plan must include the structure of account managers who will be dedicated to the State and the process the Contractor will use to ensure all billing meets State standards.

Knowledge Services' implementation team will be composed of:

- Contract Manager – Bill Evans
- Implementation Manager – Dave Stenger
- Implementation Specialist – Brett Nagel
- Account Manager – Andrea Connell
- Director of Government Solutions and Contract Manager – Cindy Davis
- MSP Programs Operations and Compliance Manager – Meaghan Bielawski
- Account Manager – Yasanta Wells
- Account Team Member – Melanie Waterbury
- Account Team Member – Michelle Holmes

During the Discovery Sessions, Knowledge Services will identify and document State standards including billing requirements and business rules. Knowledge Services will then develop and recommend future State billing processes and the invoice template. The State will be able to review, validate and approve the billing requirements, business rules and processes that were documented during Discovery as well as the invoice template proposed by Knowledge Services.

- B. An implementation team (remote and on-site) that will be assigned to implement the solution must be identified. These representatives should have extensive knowledge of IT industry trends and best practices.

Knowledge Services' implementation team will be composed of the following team members:

Key Personnel	Responsibility and Role	Time Dedication	Duration with KS
<p>Bill Evans Executive Vice President – Programs Executive Sponsor and Contract Manager</p>	<p>Responsible for all aspects of the MSP Program and supports the management of the Contract, serving as the key escalation point for State of Ohio executive stakeholders. Attendance at the Quarterly Business Reviews. Has full access and contractual signature authority. Able to negotiate terms and conditions for changes / additions in program scope. Has authority to call upon and commit resources necessary to ensure client satisfaction. Facilitates dispute resolution. Advises the State of performance under the terms and conditions of the Contract.</p>	<p>Implementation: 50% On-going program management: 50%</p>	<p>6 years</p>
<p>Andrea Connell Director of MSP Programs Contract Manager</p>	<p>Responsible for local MSP Program Team activities and relationship management (Stakeholders, Subcontractors, etc.) deliverables, SLAs and Program expectations. Involved in all aspects of Implementation planning including process mapping and workflows and coordination and administration of all State and Federal employment laws and regulations including PPACA. Responsible for all aspects of Program administration including SLA management, requisition management, resume and SOW analysis and interviewing, etc. Develops requirements for rate cards, SLAs and reporting. Works with client stakeholders on process and Program improvements and compliance. Attendance at the Quarterly Business Reviews. Has direct access to senior leadership and is able to negotiate terms and conditions for changes / additions in program scope. Has authority to call upon and commit resources necessary to ensure client satisfaction. Facilitates dispute resolution. Advises the State of performance under the terms and conditions of the Contract.</p>	<p>Implementation: 50% On-going program management: 50%</p>	<p>7 years</p>
<p>Cindy Davis Director of Government Solutions Contract Manager</p>	<p>Responsible for ensuring client satisfaction, leads outreach efforts to engage all State users. Coordinates the efforts of management, local MSP program teams and business partners, ensuring a synergistic approach to client needs. Manages the full lifecycle of client engagement, including proposal development, contract negotiation and management, providing project management</p>	<p>Implementation: 50% On-going program management: 50%</p>	<p>10 years</p>

	oversight, and serving as a liaison in support of implementation and delivery teams. Has direct access to senior leadership and is able to negotiate terms and conditions for changes / additions in program scope. Has authority to call upon and commit resources necessary to ensure client satisfaction. Facilitates dispute resolution. Advises the State of performance under the terms and conditions of the Contract.		
Meaghan Bielawski <i>MSP Programs Operations and Compliance Manager</i>	Responsible for MSP program deliverables, SLAs and program expectations. Works with Contract Manager and MSP program team manager to review, analyze and audit Program processes, SLAs and reporting. Works with Contract Manager and MSP program team manager on process and program improvements and compliance. Has direct access to senior leadership and is able to negotiate terms and conditions for changes / additions in program scope.	Implementation: 50% On-going program management: 50%	6 years
Yasanta Wells <i>MSP Team Program Manager Account Manager Team</i>	Responsible for local MSP program team day-to-day activities and relationship management (stakeholders, supplier subcontractors, etc.) deliverables, SLAs and Program expectations. Involved in all aspects of Implementation planning including process mapping and workflows. Responsible for all aspects of Program administration including SLA management, requisition management, subcontractor enrollment opportunities, resume and SOW analysis and interviewing, etc. Develops requirements for rate cards, SLAs and reporting. Works with client stakeholders on process and program improvements and compliance. Provides labor market intelligence and trend analysis. Manages the relationship between the State and Knowledge Services, and Knowledge Services and the enrolled supplier subcontractors. Has direct access to senior leadership and is able to propose terms and conditions for changes / additions in program scope. Has authority to call upon and commit resources necessary to meet short term client needs and request additional resources for longer term engagement requirements.	Implementation: 100% On-going program management: 100%	2 years
Melanie Waterbury <i>MSP Team Member Account Manager Team</i>	Responsible for supporting Information Technology in all aspects of the Program including, but not limited to, daily requisition management, candidate pre-screening, on-board and off-boarding of resource, proactive relationship management and outreach with State and supplier subcontractor, subcontractor neutral requisitioning, and ensuring client satisfaction. Oversight of timesheets, invoices, administering payments, subcontractor	Implementation: 100% On-going program management: 100%	3 years

	performance and auditing of Program and subcontractor network.		
Michelle Holmes MSP Team Member Account Manager Team	Responsible for supporting Information Technology in all aspects of the Program including, but not limited to, daily requisition management, candidate pre-screening, on-board and off-boarding of resource, proactive relationship management and outreach with State and supplier subcontractor, subcontractor neutral requisitioning, and ensuring client satisfaction. Oversight of timesheets, invoices, administering payments, subcontractor performance and auditing of Program and subcontractor network.	Implementation: 100% On-going program management: 100%	7 years
Dave Stenger Vice President of Product Development Implementation Manager	Responsible for VMS implementation. Oversee the project during implementation including management of the Project, guide the Project execution, document implementation activities including assumptions and decisions made, will facilitate communication among stakeholders, define content, scope and schedule of implementation activities and provide implementation progress.	Implementation: 100% On-going program management: 10%	11 years
Brett Nagel Professional Services Manager Implementation Specialist	Responsible for VMS and Program implementation. Oversee the project during implementation including management of the Project, guide the Project execution, document implementation activities including assumptions and decisions made, will facilitate communication among stakeholders, define content, scope and schedule of implementation activities and provide implementation progress.	Implementation: 100% On-going program management: 25%	9 years

The Knowledge Services implementation team will consist of remote and on-site team members and the majority of Implementation and Discovery sessions will be conducted on-site at the State. Additional IT industry experts who will be assigned to implement the solution are Roberto Villegas and Jenna Lentz; both Roberto and Jenna have Knowledge Services MSP IT program team experience. We will utilize additional team members from our corporate office to partner with our implementation team, an example is Ross Emery, who is a specialist for our MSP / VMS programs concerning processes and reporting.

- C. The Offeror must provide a clear plan for managing the implementation of the Contract, which will take place in a peak period of demand for IT staff augmentation services by the State. The Offeror must be prepared to work with agencies which have not utilized this type of contract in the past. The Offeror must describe the plan for taking on a large volume of requests during this first phase of the Contract, adding employees, if necessary, to the Offeror's internal resource pool, partnering with additional subcontractors

to meet State staffing needs and assigning dedicated account managers and other resources to work with the State in implementing the Contract

Knowledge Services understands the importance of a smooth transition and implementation, even during a peak period of demand for IT staff augmentation services by the State, and has proven experience implementing statewide government MSP programs during peak periods. Knowledge Services has managed conversions during and concurrent with year-end PO conversions, ERP implementations and go-lives, peak seasonal demands and other demanding State government environments.

Knowledge Services manages all MSP program and VMS system implementations and process migrations utilizing a proven, repeatable framework. This process framework ensures program objectives are met and with sufficient flexibility to meet unique State and Agency needs.

Knowledge Services has experience and is fully prepared to work with agencies that have not utilized this type of contract in the past. Knowledge Services commits to scaling implementation and account management team members based upon the needs and volume of the State to ensure satisfaction.

Knowledge Services has State government experience successfully transitioning a Computer Aid, Inc. MSP and Peoplefluent VMS to Knowledge Services MSP and dotStaff™ VMS Program.

**State MSP
Experience**



Knowledge Services has experience transitioning from the State's current MSP and VMS provider to our MSP / VMS program solution. As part of the process, and in recognition that a current program is in operation, we will include the current supplier network in our communication plan, where appropriate, to facilitate data and knowledge transfer.

Our programs are predicated on clear, concise, accurate and pre-approved communications. We strive to effectively communicate with all users, stakeholders and participants -- the right people and in the correct sequence -- to ensure comprehensive understanding of processes and procedures, as well as any required, planned or

anticipated changes.

Knowledge Services recognizes the importance of preparing and communicating with State users, suppliers and resources the plans and effects of impending changes. Our comprehensively documented Change Management and associated Communication Planning Process help to ensure an ideal atmosphere for process improvements. Our Change Management and Communications Process are designed to maximize the collective benefits for all affected and associated people, agencies / departments and organizations involved in the change and to minimize the risk of failure. Our design methodology for MSP enterprise-wide implementations is based on the premise that change management deals primarily with the human aspect of change.

Knowledge Services' Framework for Change and Communication Management consists of:

1. Agency and departmental process interviews
2. Current process map development
3. State confirmation of current process maps
4. Future process recommendation
5. State approval of process modification
6. Creation of Change and Communication Management plans
7. State authorization of Change and Communication Management plans
8. Training and communication of stakeholders
9. Implementation of Change and Communication Management plans

Our industry-proven Change and Communication Management Processes address both the proactive and reactive elements of change and messaging. The Knowledge Services Change and Communication Management Methodology is also designed recognizing that our solution affects, and therefore must address, Information Technology change management, strategic change management and process change management. Paramount within our strategic approach is that the MSP solution consists of dealing with all the aspects of human behavior, the attitude toward change and that implementing new procedures, technologies and overcoming resistance to change are fundamentally human resource management issues. Our proven program realizes the MSP implementation process is multi-disciplinary and, as a result, requires senior management involvement and should also touch all affected aspects of the State organization.

We believe it is in everyone's best interest to retain a strong working relationship with all proven, active supplier organizations. Knowledge Services places a very high priority on ensuring that all performing and selected suppliers are retained and embraced. Project and consultant resource continuity will be critical to the State, and supplier relationships play an important role in achieving secure and safe project transitions. For consultant resource continuity and billing purposes, all existing resources and their providing supplier will transition into the new program. This is a consistent program requirement and one that we accomplish regularly with our other clients.

After initial planning meetings with the State sponsorship team, notifications will be distributed to all existing and / or selected suppliers at the State. Knowledge Services will work with these suppliers and the State agencies to transition all existing resources into the new program. Our supplier-inclusive philosophies include methodologies for a smooth and seamless transition to our MSP Program. Should there be a need to partner with additional supplier subcontractors to meet the State staffing needs, Knowledge Services will work in partnership with the State for the additional suppliers. Knowledge Services works with over 1,000 supplier subcontractors in our other MSP Programs and would be able to recommend supplier partners we believe would benefit the State.

D. A rollout plan for the VMS tool.

The rollout plan for the VMS tool is integrated within our MSP program implementation plan and is typically completed within 45 to 60 days. We understand and will meet the State's requirement for implementation within 60 days. This plan also includes information, data and knowledge transfer.

The majority of the VMS rollout planning occurs after the MSP discovery meetings have been completed. Discovery sessions include identifying and documenting current state process mapping, systems integration needs, area-specific approval workflows, business rules and resource requirements. Knowledge Services will then develop and recommended future state processes, change management strategy and communication management plans and templates. During the current and future state process development, the details for VMS rollout and configuration is created and implemented.

As a part of the current state review and future state recommendation, our implementation team will identify possible integration points with other State systems to ensure optimal efficiency.

The balance of the implementation tasks will then be completed, including VMS technology configuration, data load, desktop pilot, final State audit of data and Go Live.

Highly adaptable, dotStaff™ VMS will be configured to meet the many and varied Agency process needs for the State.

**Configured by
Agency**



E. Work breakdown structure

Knowledge Services manages all MSP program implementations, system and process migrations utilizing a proven, repeatable work breakdown framework. This work breakdown structure ensures program objectives are met and with sufficient flexibility to meet unique State / Agency needs. As illustrated in the figure below, the implementation is divided into four phases:

- Envisioning – understanding State objectives, current practices
- Planning – current state process discovery and mapping, recommended future state process, change management plan, data collection, communication template modification, schedule development, and State sign off of each of these outputs
- Deployment – communication plan execution, change management plan execution, data load, supplier and State user program education, desktop pilot and sign-off
- Finalization – execution of any process, data, or system adjustments requested during desktop pilot

Figure – Implementation Process Framework



F. Who is assigned responsibility for each Deliverable within the work breakdown structure to the level at which control will be exercised

We have assigned responsibility for each Deliverable within our above work breakdown structure below:

Deliverable	Party Responsible
Envisioning Phase	
Program Vision & Objectives	Knowledge Services (KS) Implementation Team led by Dave Stenger with approval of State Contract Manager

Current-state Process Diagrams	KS Implementation Team led by Dave Stenger with approval of State Contract Manager
Identifications of Required Reports	State Contract Manager
SLA Agreements	KS Implementation Team led by Dave Stenger with approval of State Contract Manager
Draft Service Level Agreement	KS Implementation Team led by Dave Stenger
Planning Phase	
Future-state Process Diagrams	KS Implementation Team led by Dave Stenger with approval of State Contract Manager
Configuration of Data	KS Implementation Team led by Dave Stenger
Detailed Program Schedule	KS Implementation Team led by Dave Stenger
Risk Management Document Prepared	KS Implementation Team led by Dave Stenger
Communication Prepared	KS Implementation Team led by Dave Stenger with approval of State Contract Manager
Deployment Phase	
System Configured	KS Implementation Team led by Dave Stenger
Dynamic Data Collected	KS Implementation Team led by Dave Stenger
Communication Delivered	State Contract Manager is responsible; template for Communication delivered by KS Implementation Team led by Dave Stenger
Education Materials	KS Implementation Team led by Dave Stenger
Client Education	KS Implementation Team led by Dave Stenger and Client Users
Desktop Pilot	Knowledge Services Implementation Team led

	by Dave Stenger
Finalization Phase	
Dynamic Data Loaded	Knowledge Services Implementation Team led by Dave Stenger
Signed Supplier Agreements	Supplier
IT Manager and Supplier Education	Knowledge Services Implementation Team led by Dave Stenger and Supplier / Client Users
Open Process or Configuration Items	Knowledge Services Implementation Team led by Dave Stenger
Sign-off for Cutover	State Contract Manager and Knowledge Services Implementation Team led by Dave Stenger

G. High Level Project schedule for all Project Deliverables and milestones

The images on the following three pages illustrate the High Level Project schedule for all Project Deliverables and Milestones summarized in our Implementation Process Flow.

Figure – Implementation Process Flow – Section 1

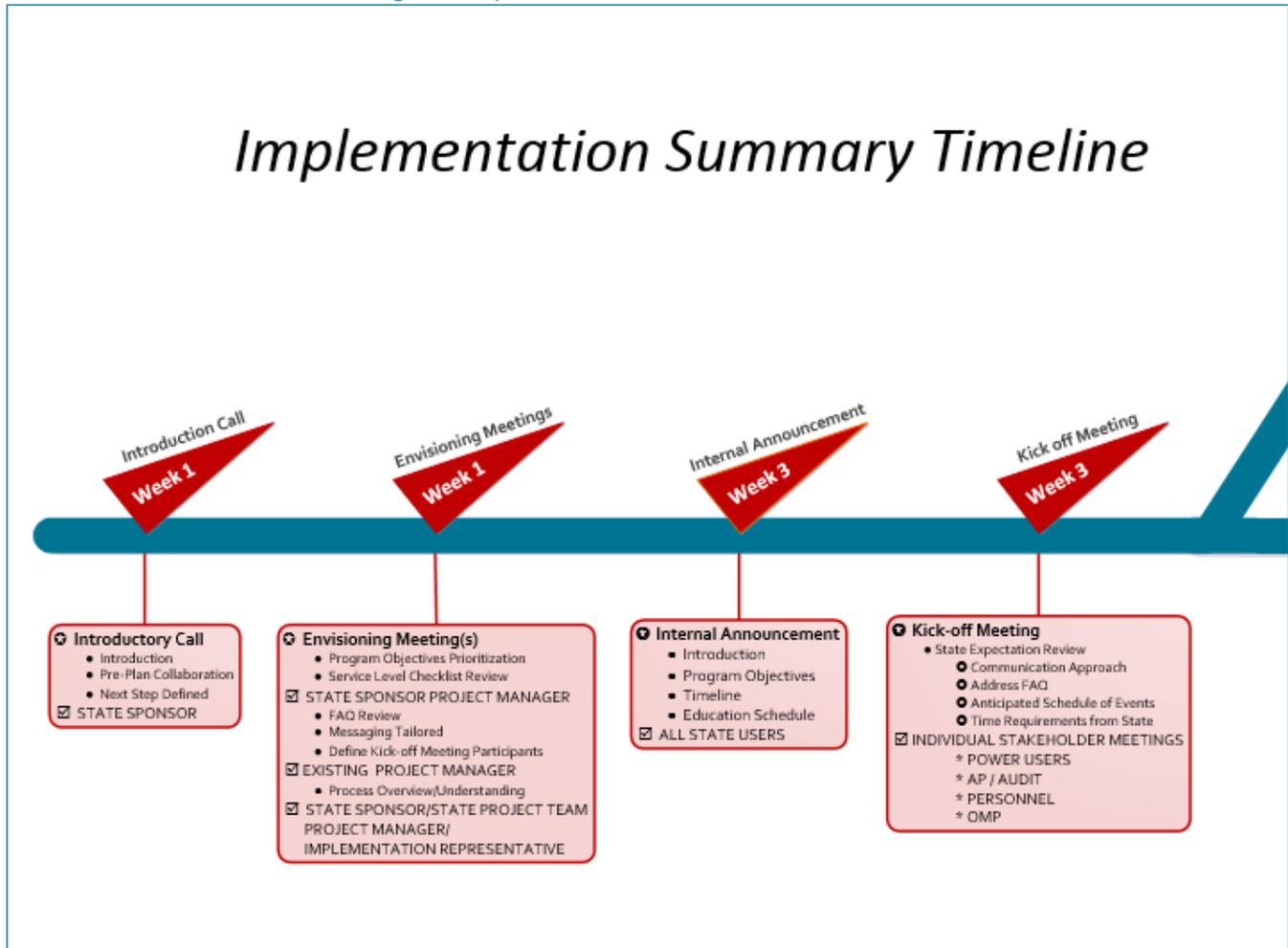


Figure – Implementation Process Flow - Overview

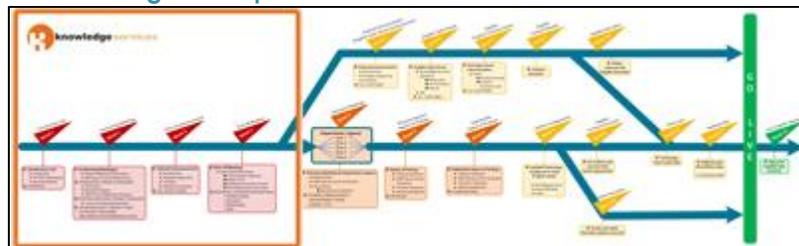


Figure – Implementation Process Flow – Section 2

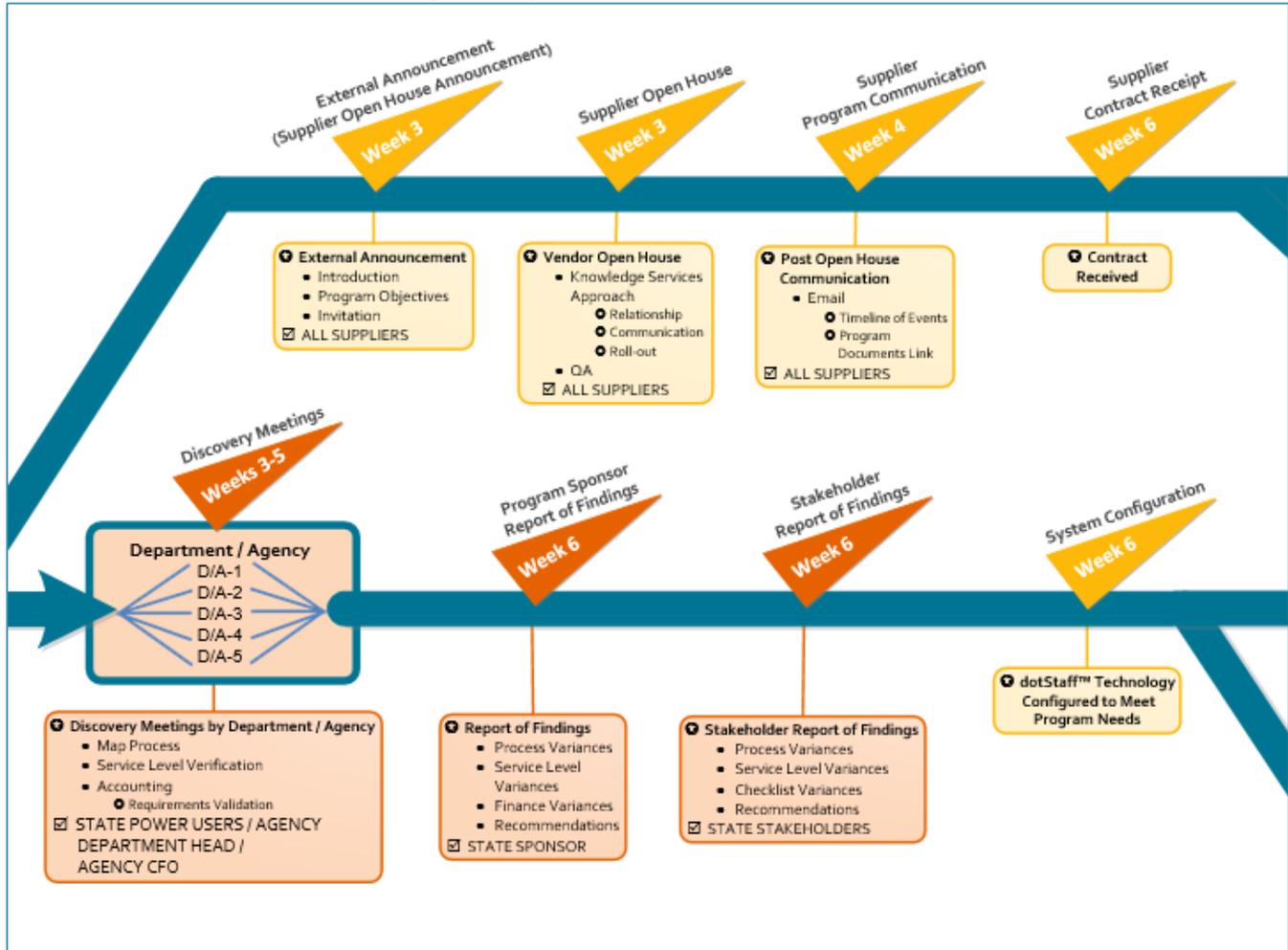


Figure – Implementation Process Flow – Overview

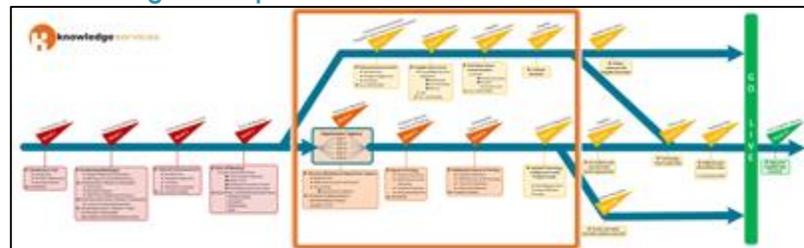


Figure – Implementation Process Flow – Section 3

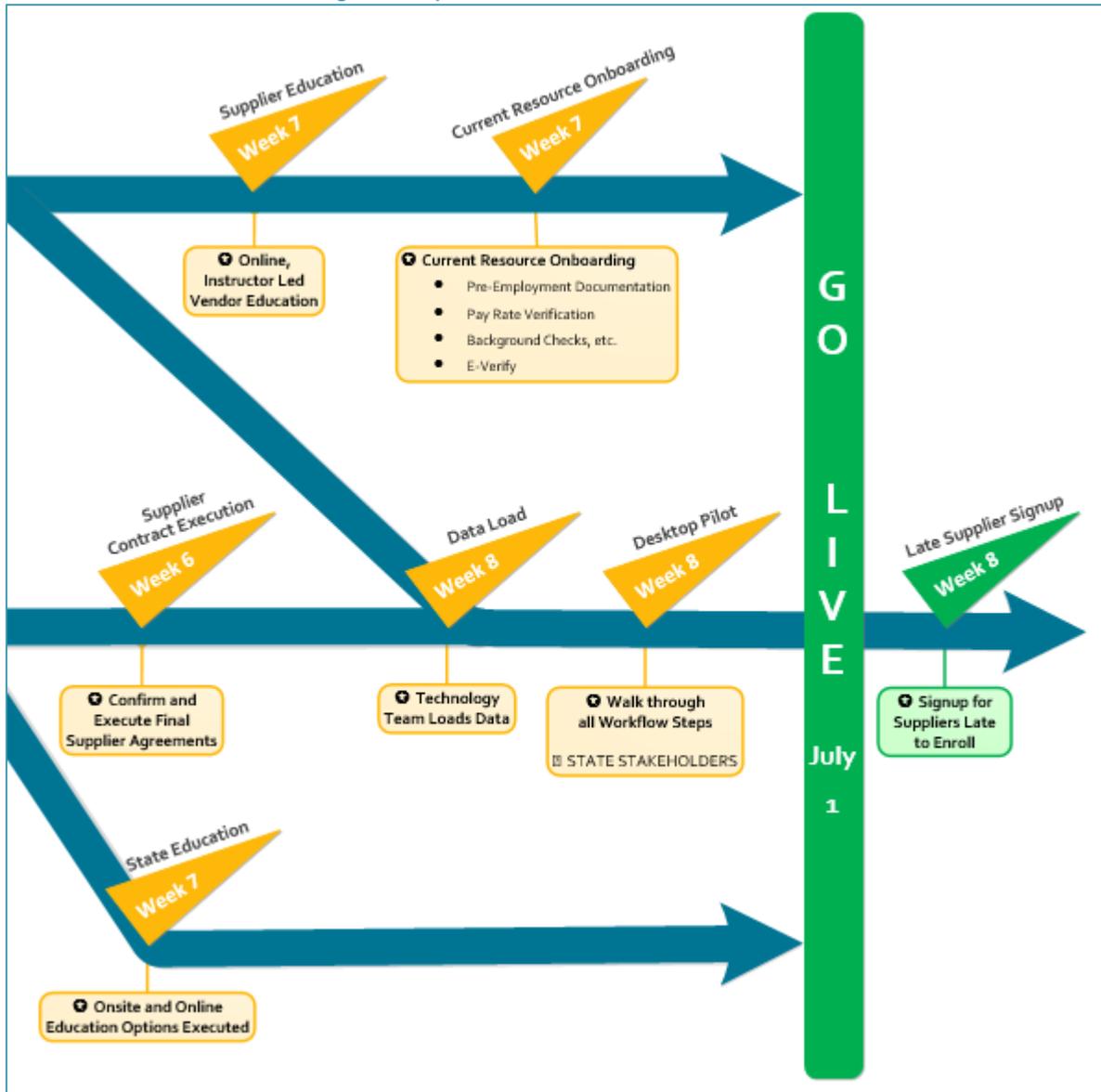
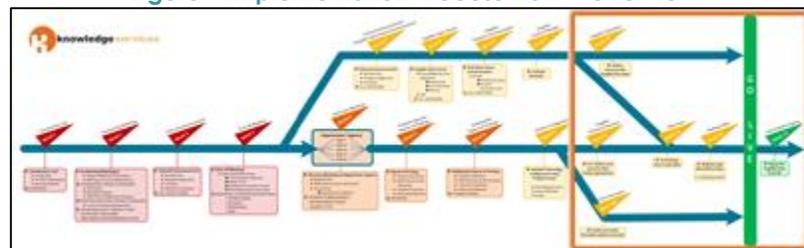


Figure – Implementation Process Flow – Overview



H. Major milestones and target date(s) for each milestone that are consistent with this RFP's dates

Below we have included a table that (using the illustrations above for the High Level Project schedule, which included all Project Deliverables and Milestones) details the major milestones and target date(s).

Project Deliverables and Milestones	Target Date
Introduction Call	Week 1 – 09/08/15
Envisioning Meeting	Week 1 – 09/11/15
Internal Announcement	Week 3 – 09/23/15
Kick off Meeting	Week 3 – 09/23/15
External Announcement	Week 3 – 09/23/15
Discovery Meetings	Week 3 – 09/25/15
Supplier Subcontractor Open House	Week 3 – 09/25/15
Supplier Subcontractor Program Communication	Week 4 – 09/30/15
Program Sponsor Report of Findings	Week 6 – 10/13/15
Stakeholder Report of Findings	Week 6 – 10/14/15
System Configuration	Week 6 – 10/14/15
Supplier Subcontractor Contract Receipt	Week 6 – 10/16/15
Supplier Subcontractor Contract Execution	Week 6 – 10/16/15
State Education	Week 7 – 10/19/15
Current Resource Onboarding	Week 7 – 10/21/15
Supplier Subcontractor Education	Week 7 – 10/23/15
Data Load	Week 8 – 10/26/15
Desktop Pilot	Week 8 – 10/27/15
Go Live	Week 8 – 10/28/15
Late Supplier Subcontractor Signup	Week 8 – 11/02/15

I. Designated deployment (go-live) dates.

We have designated the deployment date of 10/28/2015, based upon that solicitation, post solicitation and contract award dates remain the same. The go-live and final project plan dates would be reviewed and agreed upon by Knowledge Services and the State of Ohio upon Contract award.

- J. The solution should be deployed within a 60 day timeframe of award.

Knowledge Services' proposed project plan and deployment date meets the 60 day timeframe requirement.

- K. Definition of the review processes for each milestone and Deliverable (e.g. mandatory design review) and a description of how the parties will conduct communication and status review;

Knowledge Services understands the importance of succinct and effective communication to all Program and Contract constituency. Throughout our project and implementation plans, we define the necessity to communicate. We will conduct regularly scheduled weekly meetings with State personnel (DAS, recommended IT personnel, Contract Manager) to review processes for each milestone and deliverable such as integrations, PO cutover, process discrepancies, etc., as well as provide status review.

Our programs are predicated on clear, concise, accurate and pre-approved communications. We strive to effectively communicate with all users, stakeholders and participants -- the right people and in the correct sequence -- to ensure comprehensive understanding of processes and procedures, as well as any required, planned or anticipated changes.

Knowledge Services recognizes the importance of preparing and communicating with State employees, suppliers and resources the plans and effects of impending changes. Our comprehensively documented Change Management and associated Communication Planning Process help to ensure an ideal atmosphere for process improvements and advances is created. Our Change Management and Communications Process are designed to maximize the collective benefits for all affected and associated people, agencies / departments and organizations involved in the change and to minimize the risk of failure. Our design methodology for MSP enterprise-wide implementations is based on the premise that change management deals primarily with the human aspect of change.

Knowledge Services' Framework for Change and Communication Management consists of:

- 1. Agency and departmental process interviews**
- 2. Current process map development**
- 3. State confirmation of current process maps**
- 4. Future process recommendation**
- 5. State approval of process modification**
- 6. Creation of Change and Communication Management plans**
- 7. State authorization of Change and Communication Management plans**
- 8. Training and communication of stakeholders**
- 9. Implementation of Change and Communication Management plans**

Our industry-proven Change and Communication Management Processes address both the proactive and reactive elements of change and messaging. The Knowledge Services Change and Communication Management Methodology is also designed recognizing that our solution affects, and therefore must address, Information Technology change management, strategic change management and process change management. Paramount within our strategic approach is that the MSP solution consists of dealing with all the aspects of human behavior, the attitude toward change and that implementing new procedures, technologies and overcoming resistance to change are fundamentally human resource management issues. Our proven program realizes the MSP implementation process is multi-disciplinary and, as a result, requires senior management involvement and should also touch all affected aspects of the State organization.

- L. A plan for information, data, and knowledge transfer from the current MSP, if necessary.

Data gathering from the current MSP and VMS may speed the overall implementation if the current MSP and VMS can supply the data in a standard data transfer format. Given our past experience, the information which we have found to be of benefit in the transfer process includes supplier name, resource name, manager name, time approver name (if different than manager), department / Agency, bill rate, vendor rate, project or cost center (i.e. billing information), resource location and any shift or OT premiums associated with the resource.

Knowledge Services has State government experience, having successfully transitioned the MSP provider that is the current contract holder for the State of Ohio to the Knowledge Services MSP. In our previous experience, we utilized our proven and repeatable Implementation and Project Plan which we plan to utilize for the State of Ohio.

As part of the process, and in recognition that a current program is in operation, we will include the current suppliers in our communication plan where appropriate to facilitate data and knowledge transfer.

- M. Monitoring and tracking of progress throughout the entire implementation phase.

Knowledge Services and the State will define both qualitative and quantitative measurements to monitor and track progress throughout the entire implementation phase. We establish weekly regroup meetings regarding ongoing implementation updates and any issues that may be uncovered.

Knowledge Services provides State sponsors with access to our collaboration portal, which includes communications and status changes, updated documents and timeline of events as

well as the State of Ohio Operations manual inclusive of all current and future state processes, process maps and Agency level policies and procedures.

During the implementation and transition period, we will make weekly calls to the supplier network to ensure they have all the information required to successfully begin using the new program and technology. Our goal during the period is to ensure little to no disruption to the State or the suppliers by working with each Agency / Department and supplier individually to ensure successful transition.

- N. Discovery sessions with subject matter experts from agencies that use the program must be conducted.

Conducting Discovery Sessions with subject matter experts from each Agency / Department that currently utilizes or may utilize the MSP Program is a standard Implementation philosophy and practice we utilize. Knowledge Services' MSP Implementation Discovery Sessions will include identifying and documenting current state process mapping, systems integration needs, area-specific approval workflows and business rules and resource requirements. From these Discovery Sessions, we develop and recommend future state processes, change management strategy and communications management plans and templates.

The State's business rules will be captured and documented during the Knowledge Services Discovery meetings, presented and validated with Agency(s), State sponsors and stakeholders during the Report of Findings meetings and incorporated into the dotStaff™ technology and MSP Program team methodologies.

- O. All agencies must be trained in the use of the new program by the MSP prior to "go live". Training should include developing requirements with an Account Manager Team representative, use of the VMS tool, and other program functions. It is desirable to have multiple training sessions offered to provide scheduling options for agency staff requiring training. There are currently 355 agency users with active PeopleFluent sign-ons. A total of 109 people were trained at implementation in 2012. There are 31 State agencies using PeopleFluen and 4 cooperative purchasing members using the current contract. The desired location of training for agencies is within the Central Ohio area in a State occupied facility.

Knowledge Services understands the importance of training. Training sessions are incorporated in the Deployment Phase of Implementation. We provide training to all MSP Program end-users for the State, resources and suppliers during the implementation of the Program prior to "Go Live" and on an ongoing basis thereafter for the life of the contract.

Knowledge Services will deliver training to:

- State system administrators
- State hiring managers
- State finance users

- State human resource users
- Additional State personnel
- Supplier administrators
- Supplier users
- Supplier finance
- Resources
- Cooperative entities users
- Any additional MSP program users

Knowledge Services will deliver training concerning the following topics:

- MSP program overview
- MSP program objectives and goals
- MSP program expectations
- MSP program process workflows
- Typical dotStaff™ VMS navigation
- Supplier rules of engagement
- Developing and reviewing requisitions within dotStaff™ VMS
- Approving requisitions within dotStaff™ VMS
- Selecting candidate within dotStaff™ VMS
- On and off boarding procedures
- Pre-engagement compliance
- Entering and approving a timesheet
- Entering and approving a expense
- Performance expectations
- Billing and invoicing
- Other MSP program functions
- Questions & answers

All training services are provided by the Knowledge Services MSP team. We recommend delivering training on-site at a State occupied facility. Training sessions are approximately 30-60 minutes in duration and will be scheduled over the course of a week at a variety of times and locations based upon State facility availability. Training may also be delivered online to service the needs of all users; these training sessions are instructor-led, interactive and deliver the same content as those on-site. Brief, function-specific training videos are also available via web-based video training.

- P. The Contractor must develop and maintain an agency user guide for the Contract. The agency user guide must define the staff augmentation process from resource engagement development to the conclusion of the resource engagement. The agency user guide must describe the process for agencies using the Contract to obtain IT staff augmentation resources. The agency user guide must describe the Contract in general, guidelines for use, user roles and the process for using the Contract. The agency user guide is subject to State approval.

Knowledge Services meets the requirement to develop and maintain an Agency user guide. For all of our State and local government MSP programs we develop, provide and store on our collaboration portal the Agency user guides and updates which include all communication and status changes, updated documents, timeline of events and the State of Ohio MSP Operations Manual inclusive of all current and future state processes, process maps and Agency level policies and procedures. The user guides are typically stored on a State webpage for Agency users, as well as on the Knowledge Services collaboration portal site that is specific to the client's Program. Additionally on the collaboration portal, we provide user guides for the State users, as well as the staffing suppliers, providing documentation on the staff augmentation process specific to each user role. Prior to posting any of the user guides and processes, we would require State approval.

Also, Knowledge Services' MSP Implementation Team will document the State's processes and policies which will be automated using the dotStaff™ VMS during the Implementation process, utilizing our standard, proven and repeatable framework. This process framework ensures that program processes, policies and objectives are met and performed in a fashion that allows flexibility to address the various needs of the State and its contracts, while ensuring compliance throughout the program. The process definitions, both current state and future state, as well as all related policies, procedures, system configurations, internal and external communication language, methodologies and project plans associated with Agency level and State-wide application are recorded within the State's Configuration, Operations, Policies and Procedures manual. As policies, procedures and system configurations change, the Knowledge Services MSP Program team updates and maintains the manual.

- Q. All enrolled network providers must be trained in the use of the new program by the Contractor. Network provider training should include responding to requisitions, use of the VMS tool, and other program functions. It is desirable to have multiple training sessions offered to provide scheduling options for enrolled network provider staff requiring training. The desired location of enrolled network providers is within the Central Ohio area in a Contractor provided facility.

Knowledge Services understands the importance of training. Training sessions for all MSP Program end-users for the State, cooperative entities, resources and supplier subcontractors are incorporated in the Deployment Phase of Implementation prior to "Go Live" and on an ongoing basis thereafter for the life of the contract. We have learned that providing ongoing training for the life of the contract fosters active participation for State end users, resources and suppliers ensuring true transparency and collaboration throughout the partnership among all parties involved.

Our standard training curriculum includes supplier rules of engagement with the State hiring managers, responding to requisitions within the VMS, typical navigation and use of the VMS, pre-engagement compliance, performance expectations and other Program functions.

All training services are provided by the Knowledge Services MSP team. Typically, we recommend delivering training on-site at a State occupied facility, but if that isn't possible, we could provide training online or at an alternative location within the Central Ohio area.

Online training allows us to service the needs of all users in a variety of locations and is instructor-led, interactive and delivers the same content as on-site sessions. Training sessions are approximately 30-60 minutes in duration and will be scheduled over the course of a week at a variety of times and locations. Brief, function-specific training videos are also available via web-based video training.

- R. The Contractor must develop and maintain enrolled network provider user guide for the Contract. The enrolled network provider user guide must define the staff augmentation process from release of the requisition to the provider network to the conclusion of the resource engagement. The enrolled network provider user guide must describe the process for enrolled network providers to offer and provide IT staff augmentation resources. The enrolled network provider user guide must describe the Contract in general, guidelines for use, user roles and the process for participating on the Contract. The enrolled network provider user guide is subject to State approval.

Knowledge Services meets this requirement to develop and maintain an enrolled supplier network provider user guide. This is a common requirement that we meet for our State government MSP Programs. The user guides are typically stored on a Knowledge Services webpage that is specific to the client's Program. The user guides define the entire staff augmentation process, from release of requisition to conclusion of the resource engagement. Prior to posting any of the user guides and processes, we would require State approval.

- S. The State requires that a standard communication process be proposed for issue management and resolution, including specific points of contact for escalating issues. This process shall address both implementation and ongoing operations phases of the Contract.

Knowledge Services has a clearly defined issue management and resolution with escalation structure that begins with our local MSP Program Team. Our MSP Programs are administered through a dedicated local MSP Program Team managed by a highly qualified MSP program manager. All issues are first escalated through the team. All issues are then triaged and assigned a priority for resolution. An issue log is maintained, and communication on the status of the resolution is provided to all involved parties. The MSP program manager is able to quickly call to action any and all appropriate Program and technical support and management team members, day or night, weekday or weekend, standard or

Knowledge Services provides a **24/7/365** toll-free hotline to answer any questions program users may have on program procedures or technical questions.

We have an answer – 24/7!



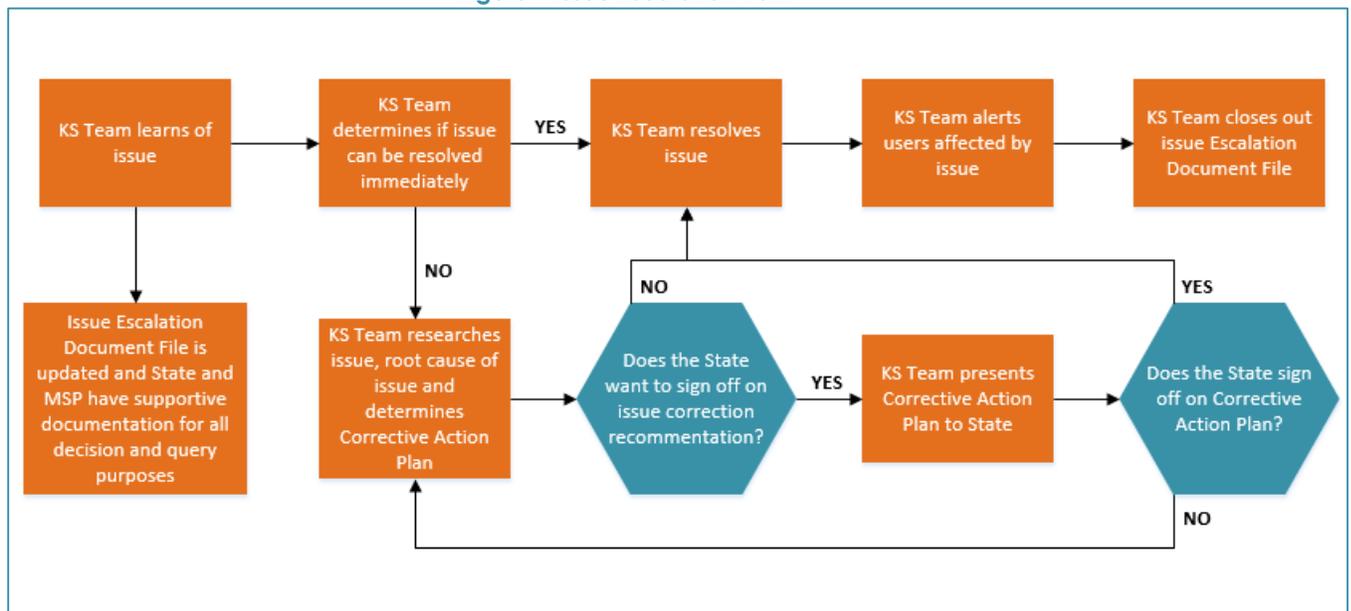
holidays. As necessary, the escalation path flows directly to the Knowledge Services Executive Vice President responsible for all MSP Programs. Response times will be defined in the SLAs and reported on in the MSP SLA Performance Scorecard.

The direct escalation path is urgency-based and can occur via email or by phone for critical matters, 24 / 7 / 365. Further escalation steps are in place for reaching the President and, as necessary, the company CEO. Escalations are documented and tracked and status reporting is monitored by the Knowledge Services Executive Vice President and provided to State of Ohio management.

One of our key strengths is the ability to provide exceptional customer service, supported by detailed problem resolution and escalation procedures. We take a proactive approach to issues; therefore, we address minor problems immediately and regularly assess and re-assess our Programs and services to identify any potential difficulties to prevent need for escalations. These procedures are documented, tracked in an open issues report, and reported on during our weekly meetings with the State.

Knowledge Services will configure our standard escalation procedure specifically for the State of Ohio to include various issues that may arise throughout the Program and meet their Program and Contract requirements. The process will be addressed, and, if required, adjusted during Program implementation and throughout the term of the Contract.

Figure – Issue Escalation Path





Contract Start-up Transition Plan. It is essential that contracted resources performing work under our current contract with CAI must be transitioned to the new contact resulting from this RFP. The Contractor must identify and execute critical tasks that need to occur to provide a smooth and orderly transition of functions between the outgoing contractor and the selected Offeror (the Contractor) with minimum disruption to operations. The Start-up Transition Plan must specifically address how it will approach transitioning engaged staff augmentation resources currently providing services through CAI, the incumbent contractor. The Contract Start-up Transition Plan must address the proposed approach for two different transition approach alternatives. The first transition approach alternative is a mid-fiscal year transition of all or a portion of the incumbent existing resources. The second transition approach alternative is a transition of all incumbent resources at the beginning of a new fiscal year. The Start-up Transition Plan must identify and describe responsibilities of each party, provide a breakdown of all activities that must be performed in the transition phase. All existing resources during transition shall be on boarded at the existing hourly vendor rates currently paid to subcontractors by CAI for the applicable position. The proposed MSP Mark-up for months 13+ 1-12 will then be applied to the existing vendor rate paid to subcontractors by CAI resulting in the Bill Rate that will be paid to the Managed Services Provider (Contractor) awarded the new Contract.

If entrusted with the award, Knowledge Services will significantly reduce the State and four cooperative entities risks by assigning dedicated and experienced Program Implementation and Technology Project Leaders who have proven Knowledge Services implementation successes, including transitioning the State's existing Program and technology to the Knowledge Services Program and technology. Success in the Discovery and Implementation phases are measured by the lack of disruption. Our team takes great care to ensure that existing resources, suppliers and trusted MSP program team members are warmly embraced and effectively communicated with, safeguarding stability, Program transition and overall effectiveness. Our program transitions are predicated on clear, concise, accurate and State pre-approved communications. We strive to effectively communicate with all users, stakeholders and participants, with the right people and in the correct sequence to ensure comprehensive understanding of processes and procedures, as well as any required, planned or anticipated changes. Our comprehensively documented Change Management and associated Communication Planning Process and Workflow Diagram help to ensure that an ideal atmosphere for process improvements and advances is created. Our Change Management, Communications and Process Automation systems are designed to maximize the collective benefits for all affected and associated people, agencies / departments and organizations involved in the change and to minimize the risk of failure of implementing the change. Our design methodology for MSP enterprise-wide implementations is based on the premise that change management deals primarily with the human aspect of change.

Knowledge Services believes it is in everyone's best interest to retain a strong working relationship with all proven, active supplier organizations and places a very high priority on ensuring that all performing suppliers are retained and that locally headquartered suppliers are embraced. Project and resource continuity will be critical to the State and supplier relationships play an important role in achieving secure and safe project transitions.

For resource and project continuity, after initial planning meetings are completed with the State sponsorship team, notifications go out to all existing suppliers with resources currently working at the State.



Knowledge Services will work with these suppliers and the State agencies to transition all existing suppliers and resources into the new program.

In order to provide a smooth transition of functions between the outgoing contractor and Knowledge Services, a few critical tasks must be executed. There may be two transition approaches for which Knowledge Services will be responsible:

- 1) a mid-fiscal year transition of all or a portion of the incumbent existing resources, or
- 2) a transition of all incumbent resources at the beginning of a new fiscal year.

The first approach to the Start-up Transition Plan is the mid-fiscal year transition. This option requires that Knowledge Services send a data request to the State Managers to include resource name, job title, bill rate, subcontractor, approving manager and more. Knowledge Services will also be responsible for sending a data request to current subcontractors for the same information. After receiving both sets of data, Knowledge Services will then begin to compare the data received from both State and subcontractor. Once the data comparison is complete, Knowledge Services will forward our analysis to the State for validation. The State will then be tasked with determining what portion of the incumbent resources is to be transitioned into the Program. Following this validation, the State will be responsible for initiating and completing the process of creating Purchase Orders for the agreed upon Go Live date. Knowledge Services will then be responsible for securing contracts (Master Services Agreement (MSA), W9, and Certificate of Insurance (COI)) with active suppliers. Knowledge Services will also distribute communications of the cutover timeline to the State Users and suppliers. Following the discovery phase of the implementation process, Knowledge Services will configure the dotStaff™ VMS solution to State specifications. Upon receiving executed contracts and State issued Purchase Orders, Knowledge Services will onboard existing resources into dotStaff™ VMS. The State Users and supplier network will then be trained by Knowledge Services on the dotStaff™ VMS. Knowledge Services will be responsible for training all resources on how to enter time in dotStaff™ VMS. At this stage in the transition process, Knowledge Services will extend a final notice of Go Live to all State Users and subcontractors. Once the Program is live, Knowledge Services will offer support to the resources and State Users for time entry and time approval. At the end of the fiscal year, Knowledge Services is responsible for on-boarding non-transitioned incumbents into dotStaff™ VMS and the Knowledge Services MSP Program.

The second approach is to transition all incumbent resources at the beginning of a new fiscal year. The process will be the same as the first approach detailed above. The only difference is around the timing, we would begin the transition approximately two months prior to the beginning of the new fiscal year.

Establishing, Maintaining and Developing a Network of Enrolled Providers. The Contractor must establish, maintain and develop a network of enrolled providers (subcontractors) with the ability to provide candidates for all Job Titles and Skill Categories listed in Supplement Four.

Knowledge Services places value on supplier relationships and resource continuity. Our experience has proven that suppliers aggressively participate in programs where they feel valued as partners and are treated fairly. This principle is a fundamental part of our business model, and is utilized in every MSP



program we manage. We believe it is in everyone's best interest to retain a strong working relationship with all supplier organizations and provide mentorship to help supplier organizations achieve their potential. Knowledge Services places a very high priority on ensuring that all interested suppliers succeed and will establish, maintain and develop a network of suppliers (subcontractors) with the ability to provide quality candidates for all Job Titles and Skill Categories listed in Supplement Four.

Knowledge Services has established long-term relationships with well over 1,000 local and national subcontractors across a wide range of disciplines, including relationships with many diversity and niche partners. We are proud of our consistent success in maintaining resource continuity and 100% subcontractor participation. Knowledge Services will work to include all current subcontractors in the new MSP Program solution.

The Knowledge Services MSP program has a well-documented, proven process and will track and report on resource and supplier performance. The Knowledge Services MSP program team, supported by the VMS system, tracks and reports on Service Level Agreements (SLA) and Key Performance Indicators (KPI) for all suppliers within our MSP programs. SLAs and KPIs are defined as part of the implementation phase and are reported to the State of Ohio and to suppliers individually during Business Reviews. During supplier Business Reviews, scorecards are presented.

The Contractor shall seek to build and maintain an open network of qualified subcontractors which will provide resources for work assignments made under the Contract. In addition to actively pursuing MBE and EDGE companies, the Contractor shall seek to develop a network of providers comprised of a substantial number of companies with a current Ohio State Term Schedule containing IT consulting services and companies with a significant economic presence in Ohio. Significant Economic Presence means business organizations that:

- 1) Pay required taxes to the state of Ohio; and
- 2) Are registered and licensed to do business in the state of Ohio with the office of the Secretary of State; and
- 3) Have ten or more employees based in Ohio, or seventy-five percent or more of their employees based in Ohio.

Knowledge Services will further enhance, refine, mentor and maintain an open network of qualified supplier subcontractors with equal opportunity for MBE / EDGE subcontractors and companies with a significant economic presence in Ohio. The Knowledge Services MSP team will work to recruit all current State of Ohio subcontractors. We recognize that State objectives may dictate that additional subcontractors be added or existing providers be evaluated. This is a consistent program requirement and one that we accomplish regularly with our clients. With all Change and Communication Management (adding, removing or suspending subcontractors, etc.), the Knowledge Services MSP team always maintains a document trail defining circumstances, intended plan for action and communications and ensures that the State's Contract Manager and Executive Sponsor is aware of all planned changes, ensuring there are no unforeseen issues.



Knowledge Services has taken the initiative to contact the current State of Ohio subcontractors requesting a non-exclusive Partnering Agreement via a letter of commitment. Based on our current personal communications, our future introductions and our MSP Program partnership philosophy, we are confident in a 100% participation rate by the State of Ohio’s current subcontractors.

Please see below for a sampling of the letters of commitment received from the State of Ohio subcontractor community. Also, please see Appendix A for a sampling of the letters of commitment received.

Subcontractor Name	Contact Name	Title	Diversity Category
22 nd Century Staffing Inc.	Sushant Puri	Sr. Account Manager	
Adam Information Technologies, LLC	Ricky Shaik	Business Manager	MBE
Advocate Technical Services	Kyle Schriml	President	MBE
Agile Global Solutions Inc.	Raja Krishnan	President	
Allen Williams and Hughes Company	Jill Hoff	Controller	
Ardent Technologies Inc.	Vas Appalaneni	President	MBE, EDGE
Brown Enterprise Solutions	George Brown	President	MBE, EDGE
CelerityQ	Alan Dillman	Partner	
Continuity Solutions, Inc.	Kenneth Sherman	President / CEO	
Coolsoft LLC	Roger Natarajan	Vice President	
cyberThink	Keith Cuomo	Business Development Manager	
Cynergies Solutions Group	Debbie Holy	President	EDGE
D3 Planning Solutions, LLC	Isadore E. Pilart	President	
Dedicated Tech Services, Inc.	Patty Licklitter	President	EDGE
Deol Systems Inc.	Binwant Singh	President	
Devcare Solutions	Gayathri Prithiviraj	Manager	MBE
Digitek Software, Inc.	Pankaj Oza	Executive Vice President	MBE, EDGE
Diversified Systems, Inc.	Chris Betz	Service Delivery Director	MBE, EDGE
Dsys, Inc.	Alexandra Teissonniere	Human Resources Manager	
ECOM Consulting, Inc.	Baku Kshatriya	President	
Emerging Technology Integrators, LTD.	Willie Jordan	President / CEO	MBE, EDGE
Fast Switch	Mike Grelle	Director	
Focused HR Solutions	Christina Holcombe	Managing Partner	
Global Executive Solutions Group	Tadd Blevins	Practice Leader	

Globalpoint Inc.	Lon Whitfield	VP Business Development	
GoAhead Solutions	Jaime Mendoza	CEO	
HCL Global Systems, Inc.	Upasna Palakodaty	Manager – HR	
Hire IT People	Dan Nandan	CEO	
HMB Information System Developers	John Paider	President	
Infi Systems, LLC (Keen Info Tek, Inc.)	Charlene Goa	HR Manager	
Integrated Technology Services, Inc.	Kiran Kalva	President	
J.R. Marshall, Inc.	John Marshall	President	MBE, EDGE
Lead IT Corporation	Leroy Singleton	Senior VP	
Marquette GIS, Inc.	Damian Coleman	President	
Msys Inc.	Raj Mani	Director	
ORGSPIRE Inc.	Jagdish Kandikattu	Vice President	
Perspective Design Group	Deshon Powell	CEO	MBE, EDGE
RaceDog Technologies	Prashanth	Tallapureddy	
Resource International, Inc.	Todd Majidzadeh	Executive Vice President	EDGE
Rose International	Gail Binkley	Sr. Client Engagement Associate	
SAI Strategic Solutions, Inc.	Srinivasa Bande	President	
Santec Resouces Inc.	Raghu Reddy	Vice President	MBE, EDGE
Selectus Consulting	Todd Brown	Partner	
Smart IT Pros Inc.	Radhika R	Corporate Affairs	
SmartIT Staffing	Phil Dauphin	Sr. Business Development Manager	MBE
Softpath System LLC	Vandana Thakkar	Account Manager	
SoftSages Technology	Jiraj Ruparelia	Vice President	
Software Information Systems, LLC	Karen Smallwood	Contracts & Compliance Manager	
Software People, Inc.	Sandeep Jain	Sr. Vice President	
Sophisticated Systems	Stacey Gauthier	Account Executive	MBE
S&R Professionals	Rama Gorjala	Managing Partner	
Stanford Solutions Inc.	Krishna Srivastava	Owner / CEO	MBE
Stealth Entry LLC	Israel Arroyo Jr.	Founder and CEO	MBE
Strategic Systems	Steve Rugg	Vice President of Sales	MBE, EDGE
Systems Technology Group, Inc.	Brandon Murphy	Senior Manager, Public Sector Services	
†Cognition, Inc.	Rita Shah	Administrator	
The Select Group	Lauren Robinson	Proposal & Communications Lead	
VEITS Group LLC	Hema Vishnuraman	Controller	MBE

Ventech Solutions, Inc.	Chris Stein	Senior Manager – IT Services	MBE, EDGE
TEK Associates LLC (Logic Soft Inc.)	Aruna Godavarthi	Technical Recruiter	MBE
tekERP Inc.	Vikash Mishra	VP Operations	
Unique System Skills LLC	Santosh Salvi	President	
VisionSoft International Inc.	Antony Arputharaj	President	
V-Soft Consulting Group Inc.	Jai Bokey	VP – Operations	
XLNsystems, Inc.	Bob Spellman	Director Business Development	MBE, EDGE
Xtek Partners, Inc.	Sue Harrah	President	EDGE

The Contractor shall provide the following outreach services, initial and ongoing, to Ohio’s MBE and EDGE vendors:

- 1) Provide coaching, mentoring, and training on the Contract and best practices;
- 2) Provide feedback on candidates and insight into requisitions to help such businesses focus on the content and quality of their responses, i.e., how best to represent the capabilities of their individual staff, matched to the State’s requirements;
- 3) Coach such businesses on how to be most effective in responding to specific requisitions, i.e., by matching skills required/desired by the requisition with matching skills in the candidate;
- 4) Review the businesses’ submission metrics (response ratio, fill ratio, etc.) with them.

Supplier outreach, effective and regular communications and mentoring and coaching are key factors to our success. Communication outreach and MSP program opportunity education begins early. We learn and document each subcontractor’s areas of expertise and perceived or real encumbrances and begin developing a mentoring plan for each. The Knowledge Services MSP local program team works to embrace subcontractor businesses as true partners, helping to ensure their continued and successful MSP program participation. We also encourage the use of our mentoring program initiative, in which we mentor businesses on how to grow placements and revenues both within our State MSP programs and within our many other programs. Both of these programs include, but are not limited to:

- Personalized program orientation and training
- Monitored response rates from participating subcontractors and coaching where necessary
- Help in establishing compliance process partnerships for pre-employment checks
- Coaching on recruiting Best Practices, available technologies, etc.
- Review of the State of Ohio’s historical needs, preferred prerequisites, active Agencies, etc. and insight of trends to support the recruiting process
- Targeted introductions to key agency managers
- Monitoring wins to opportunity ratio for progress

Our MSP program approach, team training, documentation, communications and operations are all centered on suppliers being partners. Weekly informational calls, quarterly meetings and an “open door”



policy help to ensure that all partners are familiar with MSP program needs and anticipated needs. The dotStaff™ technology provides powerful tools that can help improve a supplier's success and the program's effectiveness, including a sophisticated resume skills matching tool, cash flow projections and recruiter performance metrics, etc. Knowledge Services will work to ensure that the State of Ohio's suppliers will be important partners.

The Knowledge Services MSP solution has a well-documented and proven process and will track and report on candidate and subcontractor performance. The Knowledge Services MSP program team, supported by the dotStaff™ VMS, tracks and reports on SLAs for all subcontractors within our Programs. SLAs are defined during the implementation phase and reported to the State and subcontractors individually during Quarterly Business Reviews (QBRs). Knowledge Services' MSP program team utilizes the dotStaff™ VMS to capture data to review, coach and provide action for the subcontractors.

The Contractor shall ensure that all required documents such as insurance and MBE and/or EDGE certifications are current and on file for all enrolled network providers.

Knowledge Services has a subcontractor vetting and evaluation process that helps to qualify subcontractors prior to final consideration for Program enrollment. Subcontractors are vetted on a number of criteria including, but not limited to, financial stability, delivery capability, resource database, geographic coverage, ability to meet insurance requirements, etc. This vetting process ensures qualified subcontractors are enrolled and ready to respond as Program requirements dictate.

Our MSP program team effectively communicates subcontractor expectations and evaluation criteria so that subcontractors are focused on the State's specific needs and remain good stewards of the broader MSP partnership. To emphasize the objectives, we provide subcontractor scorecards and conduct recurring subcontractor performance reviews while continually reviewing to ensure all required documents are current and on file for all enrolled subcontractor network providers.

The Contractor will be responsible for addressing, managing and resolving issues between engaged staff augmentation resources and enrolled network suppliers.

The Knowledge Services local MSP program team members are the main point of contact for managers, suppliers and resources. The program team is responsible to facilitate, address, manage and assist in resolving all State of Ohio related issues. Knowledge Services conducts personal meetings and weekly calls for addressing, managing and resolving issues as well as providing proactive and on-demand oversight and information between engaged enrolled network suppliers to ensure they and our MSP program are successful.



The Contractor must pay enrolled network providers (subcontractors) in a timely manner for staff augmentation resources provided by the enrolled network provider.

Knowledge Services understands the importance of prompt payment to its supplier base and will meet the State's requirement to pay the enrolled network providers in a timely manner after receipt of payment from the State. Knowledge Services' preferred acceptance of payment method from clients is direct deposit and our standard payment method to suppliers is hard copy check (USPS).

Unlike other MSP / VMS solutions, Knowledge Services does not require the staffing subcontractor community to provide an accurate invoice to the MSP prior to being paid. The dotStaff™ VMS system incorporates a comprehensive financial system, resulting in all parties (suppliers, resources, State Agencies, DAS, the MSP and the VMS) using the same data and never having to reenter information. As well, the dotStaff™ VMS allows the subcontractor network and State to see State invoice activity (within subcontractor-specific security profiles) when Knowledge Services has received payment from the State and when the subcontractor can expect payment. The comprehensive system results in a single, fully auditable solution.

Supplier Payment – Financial Tracking

The screenshot displays the 'Invoices Placed' software interface. The main window shows a table of invoices with columns for Invoice Number, Client Company, Gross Amount, Net Amount, Invoiced Date, Check Process Date, and Status. A pop-up window titled 'Invoices Placed' provides a detailed view of a specific invoice, including a breakdown of Time Based and Direct Hire amounts, and a summary of Totals and Payment Info.

Invoice Number	Client Company	Gross Amount	Net Amount	Invoiced Date	Check Process Date	Status
3118816	INRIS	\$15,536.05	\$15,245.53	07/24/2012		Invoiced
3118774	State of Indiana	\$1,639.26	\$1,608.61	07/24/2012		Invoiced
3118742	State of Indiana	\$14,543.82	\$14,271.85	07/24/2012		Invoiced
3118740	State of Indiana	\$8,556.00	\$8,396.00	07/24/2012		Invoiced

Invoice No.	Client Com.	Time Gross	Expense Gross	Direct Hire	Early Discou.	Sales Tax	Invoice Total	Invoiced Date	Expected Pa.	Status	Vendor Pay.	Vendor Pay..
3118816	INRIS	\$23,080.70	\$0.00	\$0.00	\$0.00	\$0.00	\$22,649.10	07/03/2012	07/30/2012	Complete		07/30/2012

Time Based		Direct Hire		Totals	
Gross Amount:	\$23,080.70	Gross Amount:	\$0.00	Invoice Total:	\$22,649.10
dotStaff Fee:	1.87	dotStaff Fee:	\$0.00	Expense Gross:	\$0.00
Net:	\$22,649.10	Net:	\$0.00	Applied Amount:	\$0.00
Total:	\$22,649.10	Total:	\$0.00	Sales Tax:	\$0.00
				Early Discount:	\$0.00

Net Amount Due = \$22,649.10

A signed agreement must exist between the Contractor and each subcontractor listed as enrolled network provider. The Contractor shall not include language in its subcontractor agreements that would prevent providers from participating in a future procurement to replace this Contract for a Managed Services Provider or portions of the work contained in this Contract. The Contractor shall make these agreements available to the State upon request.



Knowledge Services meets this requirement. All of our current State government MSP programs require all subcontractors within the enrolled network to have signed agreements on file. Throughout our Programs, the subcontractor agreement is a flow-down of our Contract with the State and incorporates all necessary details, requirements and acknowledgements; the flow-down agreement includes how subcontractors are contractually bound to the pricing and how subcontractor services will be accurately tracked and reported through SLAs. The Program's subcontractor agreement is consistent and standard among all suppliers in the network and will not include language that would prevent providers from participating in a future procurement(s). The SLAs will be a flow-down and part of this agreement as well. Knowledge Services will provide these agreements to the State upon request.

A copy of the proposed subcontractor agreement shall be provided within the offeror's proposal submitted in response to this RFP.

Please see Appendix B. Knowledge Services has provided a copy of our standard flow-down agreement.

The Contractor, its parent company and any of its subsidiaries are prohibited from providing staff augmentation services under the Contract unless authorized by DAS in writing. Additionally, the Contractor is prohibited from providing resources to an enrolled network provider as a subcontractor. DAS will make any exception determinations on a case-by-case basis.

Knowledge Services will meet this requirement by not allowing ourselves, our parent company or any subsidiaries to provide staff augmentation services under the Contract unless authorized by DAS in writing. Knowledge Services will not supply resources to an enrolled network provider as a subcontractor. We will remain completely neutral in all contractor or resource selection.

Maintaining Job Titles. The Contractor must maintain and recommend for consideration additional Job Titles and/or Skill Categories throughout the term of the Contract to, in general, meet State agency's staff augmentation services needs. The job titles and descriptions listed in Supplement Four represent the skills required at the time this RFP is issued. As new technologies emerge, the State expects that specific skills sets and technical needs will change. The State reserves the right to update job titles, skill categories and position descriptions found in Supplement Four according to current market situations, such as moving previous skills to a more mature skill category, or adding new technologies to the appropriate skill category. The State will monitor the changing technology environment, with the help of the Contractor, and will make changes to job titles, skill categories and position descriptions, and may propose changes to the Contractor based on current market conditions. Any resulting mutually agreed upon changes will be implemented by executing a Contract Amendment.

Knowledge Services maintains an Emerging Technologies Committee. The committee's charter is to stay abreast of new and developing technologies, job titles and skill categories that have potential to impact our clients, our MSP service deliveries and our internal operations. The committee is also chartered to



remain knowledgeable of public sector changes which include new legislation, new programs, new technologies, new threats, new demands and other drivers that challenge public administrators as they strive to optimize their operations. The committee briefs Knowledge Services leadership each quarter on technological trends, industry best practices and presents thoughtful considerations and recommendations for process improvements. Our MSP program team leadership then applies the knowledge gained to their individual MSP programs and disseminates it accordingly. From this committee, our MSP leadership and program teams are able to provide industry expertise, allowing our clients to incorporate our actionable findings into their planning and temporary labor strategy.

Our local MSP program team regularly reviews hiring manager job requisitions for possible change in needs and reviews position descriptions based upon their needs. Changes are noted and tracked and trends are identified. In coordination with our Emerging Technologies Committee, trending reviews are identified and presented to State leadership along with recommendations.

In each of our MSP programs, Knowledge Services establishes Not-To-Exceed (NTE) competitive, market-driven bill rates based upon job titles, position descriptions, roles and responsibilities and geographical location. Bill rates are calculated based upon an analysis of data from existing Knowledge Services MSP programs, real-time supplier market submitted rates, client historical data, Department of Labor information and an analysis of paid / unpaid services to which Knowledge Services subscribes.

Our solution offers complete bill rate transparency to both our clients and the suppliers, and ensures that our clients have access to the most talented individuals available when needed, at the most competitive market rates. The submitted low bill rate for each job posting requisition is visible to all suppliers. With this information, suppliers have control and can choose to earn business by pricing their most talented candidates to win. Likewise, hiring managers can see all submitted candidate skills and rates, and are able to make the most informed business decision regarding best value. Once the top three resources are identified by the hiring manager, the MSP team provides the appropriate suppliers one last opportunity, through Best and Final Offer discussion, to win the business.

In addition, the Knowledge Services MSP program solution provides regular benchmarking and trend analysis for local labor market pay / bill rates, in alignment with our developed program job titles and job descriptions. Rates can be compared across a number of time criteria such as 12 month rolling trend, quarterly comparisons, program to date or year to date trending or trends by department, manager, supplier, project, cost center or specific job titles. This ensures our client's NTE rates remain competitive.

Knowledge Services understands that in a dynamic world, not all job requisitions will fit nicely into pre-defined and approved job titles and descriptions. There may also be temporary circumstances in which existing rate structures prevent requisitions from being filled on a timely basis. Knowledge Services' MSP Program teams have established an exception procedure, which will be approved in advance by the State of Ohio, to address such cases. In order for an exception to be granted, agencies and the MSP program team must have made an effort to classify a requisition under the current job titles and skill categories. The Knowledge Services MSP program team must also have conducted market research to validate the requested job title and skill classification and provide existing market rate ranges.



Establishing and Maintaining Competitive Hourly Staff Augmentation Rates for the Central Ohio Region.

Offerors shall provide a detailed description of their process and methodology for establishing and/or validating hourly rates for the positions included in the RFP. The proposal must also address how a regular review the IT Staff Augmentation marketplace rates will be accomplished throughout the term of the Contract to, in general, ensure that Competitive Hourly Staff Augmentation Rates for the Central Ohio Region are in place.

Supplement Seven contains Rate Card and Skill Matrix information for the current contract with Computer Aid Inc. (CAI). The “Wage Rate” is the hourly rate that market research indicated individuals earn. The “Vendor Rate” is the hourly rate paid to enrolled network providers (subcontractors) are paid by CAI. Offerors should indicate in their proposal response any specific instances where the current rate structure employed for the state of Ohio may not be supported by market data and/or which may negatively impact SLA compliance. The State may consider this information in establishing a revised rate card in coordination with the top-ranked offeror. The Office of Information Technology (OIT) requires the Managed Services Provider (MSP) to provide regular benchmarking and trend analysis for Central Ohio IT labor market rates in the course of operations. Changes to the Rate Card require the approval of OIT, and OIT may choose to implement new classifications and rates, changes to some or all engagements, or some or all specific job titles.

Attachment Eleven contains a blank Rate Card form that may be used by offerors to indicate specific instances where it believes the current rates may not be supported by market data and/or which may negatively impact SLA compliance. In these specific instances, offerors may populate the form with maximum hourly rates it believes reflects the current marketplace. Offerors populating portions of Attachment Eleven should include the document in this section of their proposal. Attachment Eleven should not be included within offeror’s separately sealed cost proposal.

All Knowledge Services MSP Program solutions deliver real-time decision support combined with complete visibility to the State and supplier network, using Not-to-Exceed (NTE) bill rates, reverse auction “competitive” bidding and a competitive, transparent MSP fee. Our supplier neutral MSP solution offers complete bill rate transparency with no hidden supplier fees. Our free marketing competitive “bidding” allows suppliers to see the lowest submitted rate and adjust their rate accordingly to “win” the business. The competitive “bidding” combined with Best and Final Offer (BAFO) provide real-time market rates that ensure resource quality and retention.

Our model eliminates the possibility of an MSP maximizing its margin and profits by forcing or limiting supplier rates. We agree to provide NTE price bill rate card to the State of Ohio. This model, in our other MSP programs, has consistently resulted in hard dollar savings averaging 20%, while maintaining less than 1% unwanted attrition. With this business and performance pricing model, the State maintains transparency regarding true market driven resource pricing, provides clear and defined MSP fees and provides informed decision making capability regarding rates.

Our competitive, transparent and fixed MSP fee philosophy delivers the State high-touch and responsive customer service and improved resource pay that results in better quality resources and improved retention. With a high MSP fee and fixed wage / vendor rates, the program and client suffer resulting in reduced supplier rates and reduced resource pay, which negatively affects quality, satisfaction and



retention of resources and suppliers hence our recommendation of a NTE bill rate card. Knowledge Services is committed to providing a fair and competitive MSP fee that promotes supplier participation.

The Knowledge Services MSP program solution provides regular benchmarking and trend analysis for local labor market bill rates, in alignment with our developed program job titles and job descriptions. Rates can be compared across a number of time criteria such as 12 month rolling trend, quarterly comparisons, program to date or year to date trending or trends by department, manager, supplier, project, cost center or specific job titles. This ensures our client's NTE rates remain competitive.

The Knowledge Services process and methodology for reviewing hourly rates is as follows:

- 1) We utilize the current rate card, which includes job title, level, classification, wage rate and vendor rate as the starting point.
- 2) We utilize and compare data points from internal sources such as:
 - a) Current NTE rate cards from other MSP Programs with comparable markets
 - b) Previous year(s) submitted rate data within the dotStaff™ VMS
 - c) Previous year(s) accepted rate data within the dotStaff™ VMS
- 3) We utilize the State's current job titles, descriptions and classifications to perform a market analysis using tools such ERI, Careerbuilder Supply & Demand Portal, Salary.com and DOL market tools for the Central Ohio Region.
- 4) Based upon the data points and analysis, we would recommend any proposed additions or changes to the NTE rate card.

We understand any changes to the Rate Card require the approval of OIT, and OIT may choose to implement new classifications and rates, changes to some or all engagements, or some or all specific job titles.

Please see below for Attachment Eleven.

Attachment Eleven - Blank Rate Card Form

Affiliated Job Title	Level	Legacy		Core		Emerging	
		Wage Rate	Vendor Rate	Wage Rate	Vendor Rate	Wage Rate	Vendor Rate
Architect 1	AR1						
Functional Architect 1	FA1						
Functional Architect 2	FA2						
Functional Architect 3	FA3						
Help Desk Analyst 1	HDA1						
Help Desk Analyst 2	HDA2						
Help Desk Analyst 3	HDA3						
Product Specialist 1	PS1						
Product Specialist 2	PS2						
Product Specialist 3	PS3						
Product Specialist 4	PS4						
Product Specialist 5	PS5						
Programmer 1	PR1	\$ 32.00	\$ 40.00	\$ 32.50	\$ 40.63	\$ 35.00	\$ 43.75
Programmer 2	PR2						
Programmer 3	PR3						
Programmer 4	PR4						
Programmer 5	PR5						
Service Desk 2	SD2						
Service Desk 3	SD3	\$ 26.07	\$ 32.59	\$ 26.59	\$ 33.24	\$ 28.45	\$ 35.56
Software Process Engineer 1	SPS1	\$ 34.00	\$ 42.50	\$ 35.00	\$ 43.75	\$ 37.00	\$ 46.25
Software Process Engineer 2	SPS2	\$ 38.00	\$ 47.50	\$ 39.00	\$ 48.75		
Software Process Engineer 3	SPS3						
System Administrator 1	SA1						
System Administrator 2	SA2						
System Administrator 3	SA3						
System Administrator 4	SA4						
System Specialist 1	SS1	\$ 31.25	\$ 39.06	\$ 31.88	\$ 39.85	\$ 34.11	\$ 42.64
System Specialist 2	SS2	\$ 33.00	\$ 41.25	\$ 34.00	\$ 42.50	\$ 36.50	\$ 45.63
System Specialist 3	SS3			\$ 43.00	\$ 53.75	\$ 46.00	\$ 57.50
Technical Architecture Specialist 1	TAS1						
Technical Architecture Specialist 2	TAS2						
Technical Architecture Specialist 3	TAS3						
Technical Specialist 1	TS1						
Technical Specialist 2	TS2						

Technical Specialist 3	TS3						
Technical Specialist 4	TS4						
		Legacy		Core		Emerging	
Affiliated Job Title	Level	Wage Rate	Vendor Rate	Wage Rate	Vendor Rate	Wage Rate	Vendor Rate
Video Conference Specialist 1	VCS1						
Video Conference Specialist 2	VCS2						
Exception-DAS Approval Only	EXC						

Non-Affiliated Job Title	Level	Wage Rate	Vendor Rate
Business Analyst 1	BA1		
Business Analyst 2	BA2		
Business Analyst 3	BA3		
Business Analyst 4	BA4		
Business Analyst 5	BA5		
CADD/GIS Administrator 1	CGA1		
CADD/GIS Administrator 2	CGA2		
CADD/GIS Administrator 3	CGA3		
Data Entry Operator 1	DE1		
Data Entry Operator 2	DE2		
Database Administrator 1	DBA1		
Database Administrator 2	DBA2		
Database Administrator 3	DBA3		
Database Administrator 4	DBA4		
Intern 1	INT1		
Intern 2	INT2	\$ 15.00	\$ 18.75
Intern 3	INT3		
Mobile Specialist 1	MS1		
Mobile Specialist 2	MS2		
Program Manager 1	PM1	\$ 48.00	\$ 60.00
Program Manager 2	PM2	\$ 58.00	\$ 72.50
Program Manager 3	PM3		
Program Manager 4	PM4		
Program Manager 5	PM5		
Quality Assurance Specialist 1	QAS1		
Quality Assurance Specialist 2	QAS2		
Quality Assurance Specialist 3	QAS3		
Quality Assurance Specialist 4	QAS4		



Senior Architect 1	SAR1		
Senior Business Subject Matter Expert 1	SME1		
Senior Database Architect 1	SDA1		
Non-Affiliated Job Title	Level	Wage Rate	Vendor Rate
Senior Program Manager 1	SPM1		
Team Lead 1	TL1		
Team Lead 2	TL2		
Technical Writer 1	TW1		
Technical Writer 2	TW2		
Technical Writer 3	TW3		
Technical Writer 4	TW4	\$ 38.17	\$ 47.71
Telecom Engineer 1	TE1		
Telecom Engineer 2	TE2		
Telecom Engineer 3	TE3		
Tester 1	Test1	\$ 33.00	\$ 41.25
Tester 2	Test2		
Tester 3	Test3		
Tester 4	Test4		
Voice/Data Engineer 1	VDE1	\$ 33.90	\$ 42.38
Voice/Data Engineer 2	VDE2	\$ 38.82	\$ 48.53
Voice/Data Engineer 3	VDE3		

End of Contract Turnover: The Contractor must submit a turnover plan within 180 days prior to the end of the term of the Contract. At a minimum, the turnover plan must identify the critical tasks that need to occur to provide a seamless transition of functions between the Contractor as the incumbent contractor and the new contractor with minimal disruption to operations. The Contractor must execute the turnover plan upon the State’s request.

Knowledge Services will meet this requirement and understands a turnover plan must be submitted within 180 days prior to the end of the term of the Contract. The turnover plan will identify the critical tasks that need to occur to provide a seamless transition of functions between Knowledge Services, as the incumbent contractor, and the new contractor with minimal disruption to operations.



SYSTEM REQUIREMENTS

VENDOR MANAGEMENT SYSTEM REQUIREMENTS

The State requires the Contractor to provide a hosted Vendor Management System (VMS).

The dotStaff™ VMS meets and exceeds the State's VMS requirements. dotStaff™ was developed for government and will exceed State and Agency expectations, as presented below in further detail. dotStaff™ is a configurable and mobile device symmetric, web-based VMS system that facilitates all aspects of the requisition and candidate lifecycle including, but not limited to, requisition management, rate card management, supplier submissions, skills matching, resume management, interview coordination calendaring and scheduling, candidate selection, pre-employment screening validation, on-boarding, resource time entry, timekeeping approval, expense entry and approval, invoicing, supplier payment, Service Level Agreement (SLA) management, project milestone entry and approval, and business analytics reporting and trending. The VMS automates workflow, enabling the MSP team to ensure that all aspects of the process workflows are standardized, compliant and controlled while delivering process efficiencies to the State, the subcontractor community, the resources and the MSP.

The dotStaff™ VMS is hosted and backed-up externally and is available 24 hours a day and seven days a week with a 99.98% up-time record.

General Provisions

1. All costs related to the use of the VMS must be included within the MSP's fees. The State or the network providers (subcontractors) must not incur any direct costs for use of the VMS.

Knowledge Services' designated MSP fee will include any and all costs related to the use of the dotStaff™ VMS. No subcontractors will incur any direct costs for their use of the VMS.

2. The State requires the VMS to be accessible by end users through the internet. A web-based application is required.

The dotStaff™ VMS is a simple, easily accessed, web-based application that can be accessed by end users through the internet and any smart mobile device with internet access.

3. The VMS solution to provide data in real-time.

The dotStaff™ VMS provides in data in real-time, which is available online 24 / 7 / 365.

4. The VMS must allow for/support customer configuration modifications.

The dotStaff™ VMS is a highly configurable application designed specifically with State governments in mind. The dotStaff™ solution was designed with configuration controls, which can be conformed to each State Agency's needs at no additional cost to the State.

The dotStaff™ VMS is configurable to support multiple State user groups as well as multiple user roles according to access to necessary data and functionality.

The dotStaff™ VMS provides automated configurable processes, approval workflows and electronic notification communication triggers via email for notifying the State users, resources, subcontractors, and MSP of information, status updates and needed actions related to processes in the program. Examples of automated email communications include requisition approvals, resume submissions, interview scheduling, time entry requiring approval and contract end date notifications. Report triggers also result in automatic email delivery of defined reports at defined intervals.

There are multiple levels of detail available within the highly configurable dotStaff™ invoice structure. As an example, an invoice can provide breakouts by Agency, user, PO number, funding source, account line, etc. The dotStaff™ VMS can provide functional area and / or individual Agency-specific invoicing. dotStaff™ VMS can also be configured to provide summarized invoice cover pages / sheets for Agencies, Departments, Managers, Job Classifications, Cost Centers, Project Codes, etc. for approval and quick data analysis. dotStaff™ is the only known VMS technology providing visibility to all aspects of contingent labor and SOW activities. From candidate submission and selection, to time entry / time approval, invoicing and payment processing, dotStaff™ provides subcontractors and the State of Ohio unparalleled invoicing and payment processing transparency all from within one integrated system.

Role Based Access and Workflow

5. The MSP must administer the VMS and register users based on their role in the process

Knowledge Services will meet the requirement to administer the dotStaff™ VMS and register users based on their role in the process.

6. The VMS must have role-based security, grouping users by their roles and granting permission to perform various functions to system users based upon their membership in a group.

The dotStaff™ VMS is configurable to support multiple State user groups as well as multiple user roles according to access necessary for data and functionality. Roles include Client Administrator, Client User, Subcontractor Administrator, Subcontractor User, Resource and MSP. The configuration options in the dotStaff™ system allow the MSP to assign “view” and “edit” access to a specified subset or group of roles, enabling rights to perform various functions as needed. All users must be authenticated before gaining access to the dotStaff™ VMS. Once authenticated by username and encrypted password, specific application roles are used to grant access to specific data by specific role types. Form and field based security can also be identified in specified user areas within the dotStaff™ VMS.

The security levels inherent in dotStaff™ are illustrated in the figure below.

Figure – Security Overview

Role	Postings /Requisitions	Submissions	E-Contracts	Time Sheets / Expenses	Invoices	Reports
dotStaff™ Administrator	ECA	ECA	ECA	ECA	ECA	ECA
MSP	ECA	CE	CE	CE	View	CE
Client Administrator	ECA	View	View	ECA	View	CE
Client User	ECA	View	View	ECA	View	CE
Subcontractor Administrator	View	CE	View	CE	View	CE
Subcontractor User	View	CE	View	CE	View	CE
Resource	None	None	None	CE	None	View (Time Report only)
Key						
None	No Access					
View	View Only					
CE	Create, Edit and View					
ECA	View, Edit and Approve					
Note:	Throughout the dotStaff™ Technology, individuals can view only items they created, the MSP created on their behalf or items they are granted access to view by the creator.					

- In addition to State Agency approval within the workflow, the VMS must be able to support Office of Information Technology (OIT) review and approval of requisitions for staff augmentation resources within the workflow prior to release.

The dotStaff™ VMS provides automated configurable processes, approval workflows and electronic notification communication triggers via email for notifying the State users, resources, suppliers and MSP of information, status updates and needed actions related to processes in the program.

In the Knowledge Services MSP Discovery Sessions, the team will identify and document current

state process mapping including area-specific and user-specific approval workflows and business rules. Knowledge Services will then develop and recommend future state processes and workflows from these meetings. The dotStaff™ VMS will be configured based upon the approvals from the State. The VMS allows for automated workflow approvals based upon assigned user roles, each with up to 99 levels deep of approval workflows.

Knowledge Services will be able to meet the requirement of the State to set up an approval of a requisition for staff augmentation resources allowing the State Agency and Office of Information Technology (OIT) to review and approve prior to release.

8. The VMS must allow for additional users and different types of user groups to be added on an as-needed basis.

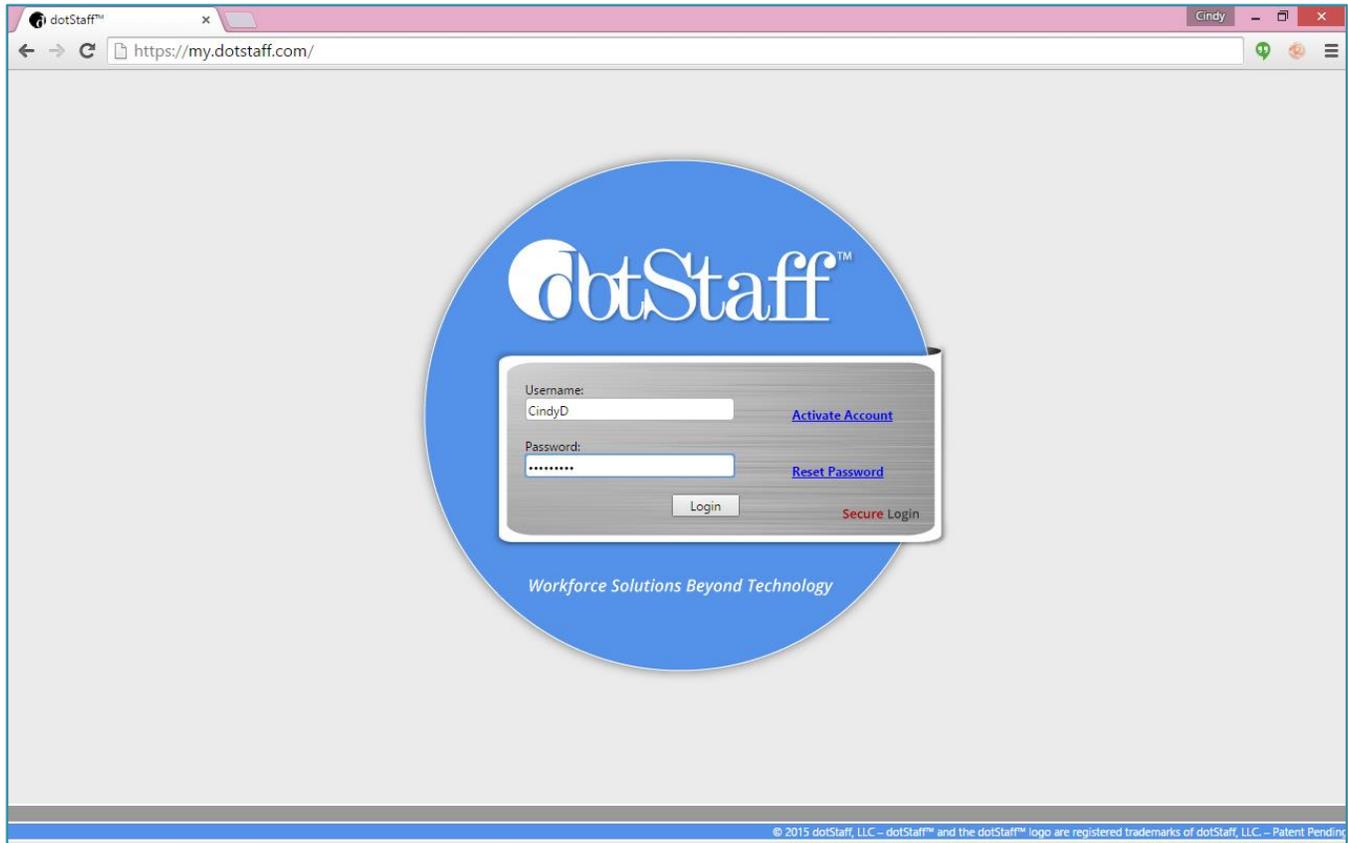
At the State's request, the Knowledge Services MSP program team will gladly add additional users and different types of user groups to the dotStaff™ VMS.

9. User authentication methods must be used in the VMS.

All users must be authenticated before gaining access to the dotStaff™ VMS. Once authenticated by username and encrypted password, specific application roles are used to grant access to specific data by specific role types. Form and field based security can also be identified in specified user areas within the dotStaff™ VMS.

The screenshot below shows the log in screen to dotStaff™ VMS where the user must be authenticated before gaining access.

Figure – Log in Screen for User Authentication



10. The VMS give supervisors the ability to delegate approval authority on a case by case basis.

Knowledge Services' MSP implementation discovery sessions will include identifying and documenting current state process mapping, area-specific approval workflows and business rules. Knowledge Services will conduct discovery sessions with all subject matter experts from all Agency(s) that use the services. We will then develop and recommend future state processes and approval workflows. On a case-by-case basis, State supervisors will be able to delegate approval authority and the MSP program team member will modify within the VMS.

11. The VMS must automate communication via automatic e-mails.

The dotStaff™ VMS provides automated configurable processes, approval workflows and electronic notification communication triggers via automatic email for notifying the State users, resources, subcontractors and MSP of information, status updates and needed actions related to processes in the program. Examples of automated email communications include requisition approvals, resume submissions, interview calendaring and scheduling, time entry requiring

approval and contract end date notifications. Report triggers also result in automatic email delivery of defined reports at defined intervals.

12. The VMS must automate workflow for:

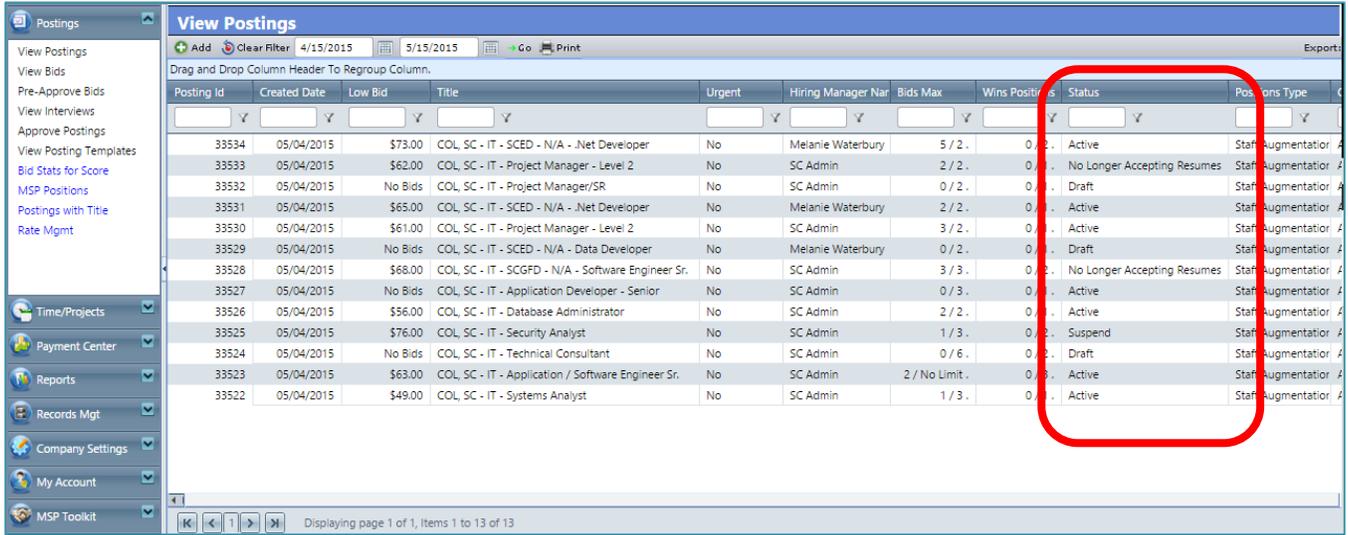
The dotStaff™ VMS automates workflow, enabling the MSP team to ensure that all aspects of the process workflows are standardized, compliant and controlled while delivering process efficiencies to the State, the subcontractor community, the resources and the MSP.

13. Requisitions, allowing users to view where the requisition is in the process at any point.

The dotStaff™ VMS will automate the workflow for requisitions, allowing any State manager, based upon their assigned user role, to view the status of a requisition requiring approval to see where the requisition is in the approval process. Once a requisition is approved by the State, the VMS system will automatically send the requisition(s) to the subcontractor network and notify them via email notification.

The screenshot below is the posting (requisition) dashboard which shows the status of where the requisition is in the process at any point.

Figure – Screenshot of Posting Dashboard – Status



Posting Id	Created Date	Low Bid	Title	Urgent	Hiring Manager Name	Bids Max	Wins Position	Status	Postings Type
33534	05/04/2015	\$73.00	COL, SC - IT - SCED - N/A - .Net Developer	No	Melanie Waterbury	5 / 2 .	0 / 2 .	Active	Staff Augmentation
33533	05/04/2015	\$62.00	COL, SC - IT - Project Manager - Level 2	No	SC Admin	2 / 2 .	0 / 2 .	No Longer Accepting Resumes	Staff Augmentation
33532	05/04/2015	No Bids	COL, SC - IT - Project Manager/SR	No	SC Admin	0 / 2 .	0 / 2 .	Draft	Staff Augmentation
33531	05/04/2015	\$65.00	COL, SC - IT - SCED - N/A - .Net Developer	No	Melanie Waterbury	2 / 2 .	0 / 2 .	Active	Staff Augmentation
33530	05/04/2015	\$61.00	COL, SC - IT - Project Manager - Level 2	No	SC Admin	3 / 2 .	0 / 2 .	Active	Staff Augmentation
33529	05/04/2015	No Bids	COL, SC - IT - SCED - N/A - Data Developer	No	Melanie Waterbury	0 / 2 .	0 / 2 .	Draft	Staff Augmentation
33528	05/04/2015	\$68.00	COL, SC - IT - SCGFD - N/A - Software Engineer Sr.	No	SC Admin	3 / 3 .	0 / 3 .	No Longer Accepting Resumes	Staff Augmentation
33527	05/04/2015	No Bids	COL, SC - IT - Application Developer - Senior	No	SC Admin	0 / 3 .	0 / 3 .	Active	Staff Augmentation
33526	05/04/2015	\$56.00	COL, SC - IT - Database Administrator	No	SC Admin	2 / 2 .	0 / 2 .	Active	Staff Augmentation
33525	05/04/2015	\$76.00	COL, SC - IT - Security Analyst	No	SC Admin	1 / 3 .	0 / 3 .	Suspend	Staff Augmentation
33524	05/04/2015	No Bids	COL, SC - IT - Technical Consultant	No	SC Admin	0 / 6 .	0 / 6 .	Draft	Staff Augmentation
33523	05/04/2015	\$63.00	COL, SC - IT - Application / Software Engineer Sr.	No	SC Admin	2 / No Limit .	0 / 2 .	Active	Staff Augmentation
33522	05/04/2015	\$49.00	COL, SC - IT - Systems Analyst	No	SC Admin	1 / 3 .	0 / 3 .	Active	Staff Augmentation

14. Enrolled network providers submitting candidates.

The dotStaff™ VMS automated workflow will notify the enrolled network providers via an email notification once a requisition is approved. The enrolled subcontractor network providers have the ability to review the requisition and submit candidates. The dotStaff™ VMS skills matching technology provides enrolled subcontractors, the local MSP program team and State managers specific and consistent comparative resume scoring based upon the match of candidate qualifications to the requisition. The skills matching technology automatically provides a score for the subcontractor to review once the resume is uploaded in dotStaff™, allowing the subcontractor to evaluate how the proposed candidate matches the requisition. Once the subcontractor submits the candidate to the requisition, the VMS automated workflow notifies the appropriate team members of the submission.

15. Resume and interview management.

The dotStaff™ VMS skills matching technology provides enrolled subcontractors, the local MSP program team and State managers specific and consistent comparative resume scoring based upon the match of candidate qualifications to the requisition. The MSP program team will be notified via email of candidates submitted to a requisition. The MSP program team will start the initial screening process which may include any or all of the following:

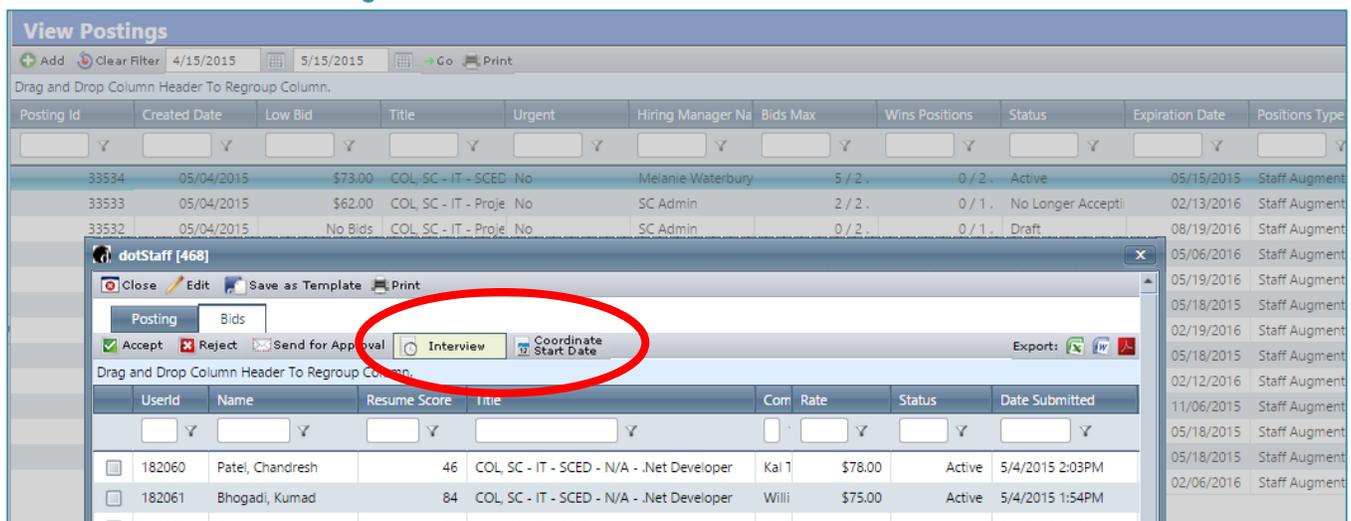
- Resume review
- Phone screening
- Pre-recorded web video interview
- Skills testing (if required)

Once the MSP program team identifies quality candidates to submit to the State hiring manager they will select in the system. The dotStaff™ VMS automates an email notification that is sent to the appropriate hiring manager, the notification alerts the hiring manager of candidates / resumes are ready for their review in the VMS.

Within the dotStaff™ VMS system, the State manager is able to view candidate resumes and scores, as well as the status of the interview / hiring process. The system also provides visibility to the subcontractors on the status of their candidate(s). The State manager has the ability to schedule an interview through the dotStaff™ VMS system or the dedicated MSP program team member can coordinate interviews for the State manager. The interview may be held in-person or via conference call and / or a web-conferencing meeting between the State manager and subcontractor candidate(s).

The screenshot below illustrates the ability to coordinate interview and start date within the dotStaff™ VMS system.

Figure – Screenshot – Schedule Interview or Coordinate Start Date



16. Selection and on-boarding.

The State hiring manager or MSP has the ability to schedule the start date which automates an email notification to the candidate's subcontractor and the MSP to start the on-boarding process. Otherwise, the State manager can contact the Knowledge Services MSP program team which will coordinate and facilitate the start date on behalf of the State and verify that all required activities from operations, ID badge, parking, location, compliance, etc. are completed prior to work start date. The MSP program team builds the work order / assignment details within the dotStaff™ VMS, including start date, end date, PO amount, billing information for invoicing and reporting as well

as any other pertinent information required by the State. The resource is provided time entry training prior to start date.

We require all subcontractors, at their own expense, to use a single national provider for all resources provided to the State. This consolidates all information into a single data file, which allows the State Pass-Fail Audit access for any current or past candidate who worked in the Program.

17. Issue or problem resolution

The MSP Program Team will provide issue and program resolution support from 8:00 a.m. – 5:00 p.m. ET Monday – Friday. An emergency / after-hours number is made available and is covered 24 / 7 / 365 days a year to ensure any urgent issues are addressed on behalf of the State or one of the MSP program suppliers.

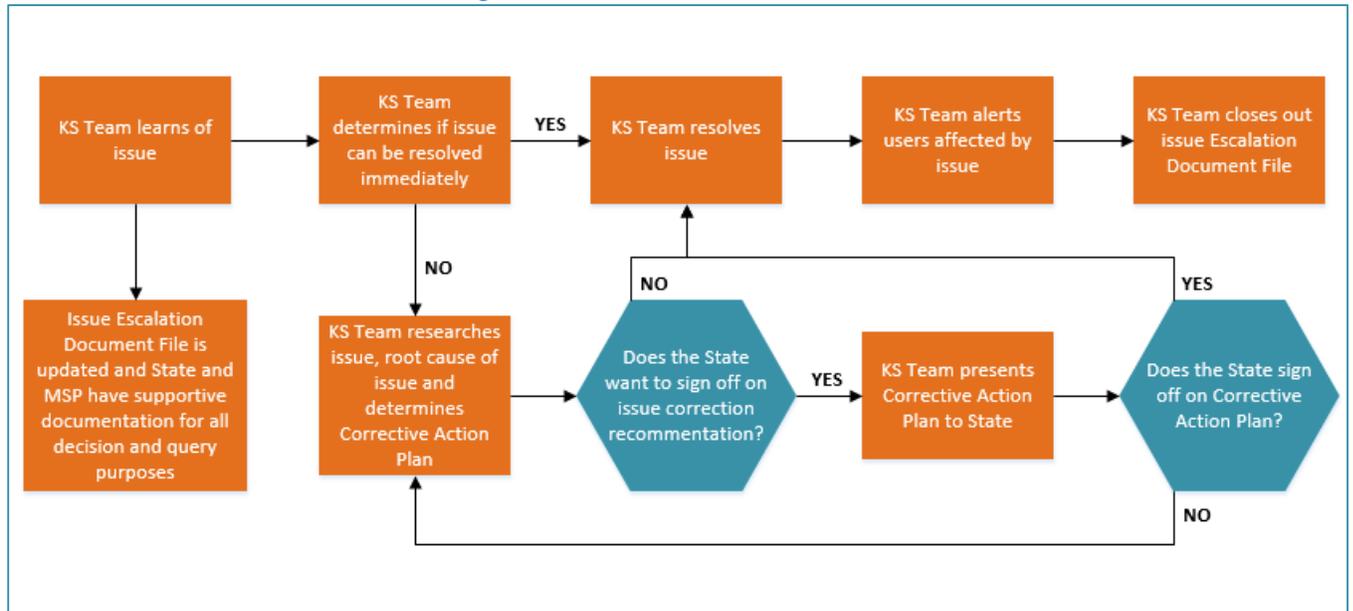
Knowledge Services maintains a highly experienced, well trained, local, 24 / 7 account management and support team consisting of Tier 1, 2 & 3 technical phone support persons, MSP senior and operational management team, dotStaff™ technology developers, deployment specialists and specialists trained to provide MSP services.

All system users, including resources, subcontractors and State managers, are permitted to open issue tickets. Identified issues requiring action may be communicated in person or via phone or email to the MSP program team or within the dotStaff™ VMS via “chat” sessions. All issues are first escalated through the team. All issues are then triaged and assigned a priority for resolution. All issue tickets are registered, assigned to a Program Support Specialist, tracked and reported on. The MSP program manager is able to quickly call to action any and all appropriate Program and technical support and management team members, day or night, weekday or weekend, standard or holidays. As necessary, the escalation path flows directly to the Knowledge Services Executive Vice President responsible for all MSP Programs.

The MSP program team provides Tier 1 support for all program and VMS related issues. Urgent issues are responded to within two hours, while all other inquiries will be responded to by the support team within four hours. Any technical issue that cannot be resolved by the MSP program team within two hours will be escalated to Tier 2 support. Tier 2 support is responsible for the resolution of VMS technical issues. Tier 2 escalated support requests will be responded to within four hours. 93% of inbound Tier 2 calls are resolved on the initial call. The remaining 7% of technical issues will be triaged with a resolution timeframe assigned specific to the identified technical issue, and will be communicated to the State. Support statistics and reports are maintained, tracked and reviewed during weekly management meetings and are presented during our Client Business Reviews (CBR).

Knowledge Services also provides State sponsors with access to our collaboration portal, which includes communications and status changes, user and training guides, updated documents and timeline of events as well as the State of Ohio Operations manual inclusive of all current and future state processes, process maps and Agency level policies and procedures.

Figure – Issue Escalation Path

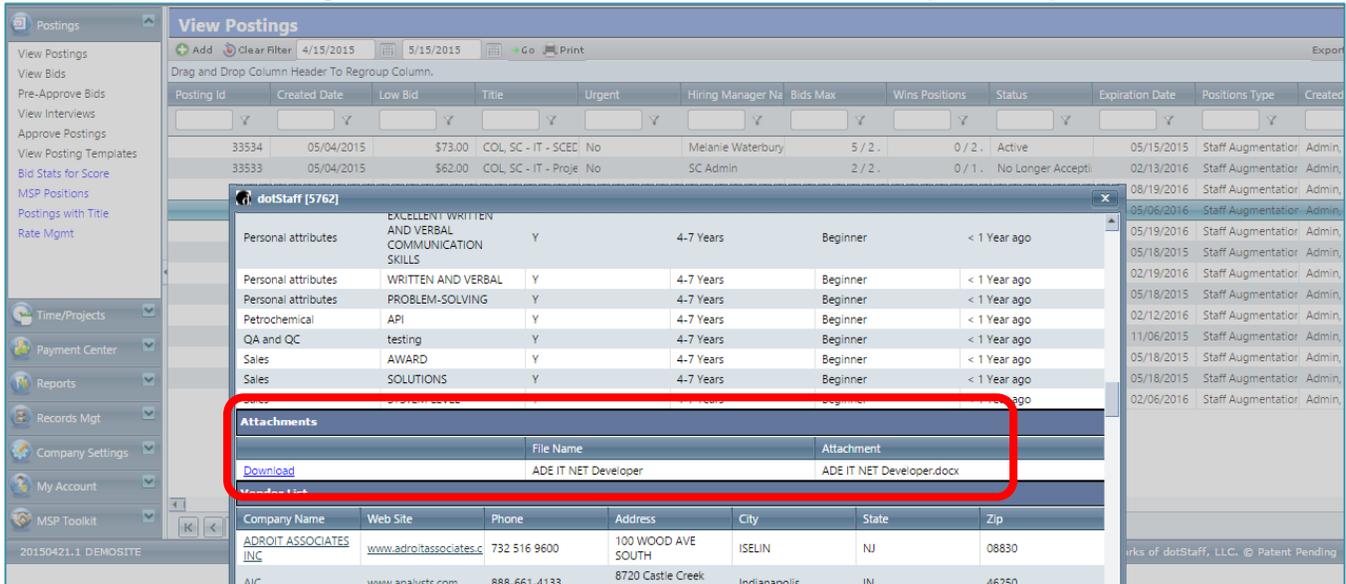


18. The VMS must allow attachments to requisitions.

The dotStaff™ VMS meets the requirement to upload attachments to a requisition's profile or record. The VMS has the capability to allow attachment to the requisition. We commonly see attachments such as requisition requirements, background requirements, State paperwork, resumes, skill testing results, requirements check verification, etc.

Below is a screenshot of an opened requisition showing the attachments area within the VMS.

Figure – Screenshot of Attachment Section within an Opened Requisition



19. The VMS must provide functionality that after requisitions are entered into the VMS they can be edited by approvers.

The dotStaff™ VMS meets the requirement for approvers to edit requisitions after they have been entered into the system.

20. The VMS must have the capability to bypass requisition approvers when directed by contract administrators.

The dotStaff™ VMS has the capability to bypass requisition approvers when contract administrators indicate it is appropriate to do so.

Supplier and Contractor Management

21. The VMS must provide the ability to name specific candidates within a requisition.

Yes, the dotStaff™ VMS offers the ability to name specific candidates within the internal notes section of a requisition. The internal notes section within the system is not seen by the supplier network providers; it is only able to be seen internally between the State user and the MSP.

22. The VMS must automatically generate requisition status updates to all interested parties.

The dotStaff™ VMS meets the requirement to automatically generate requisition status updates to all interested parties. The interested parties, such as State users, subcontractors and the MSP, will receive an email notification when a requisition status is updated.

23. The VMS must allow State Agencies and enrolled network providers to view the status of each requisition.

The dotStaff™ VMS meets this requirement with a status in each requisition and a status column in the postings page that is viewable by State Agencies, enrolled network providers and the MSP.

24. The VMS must allow authorized users to view all candidate resumes that were submitted for each requisition at any time.

All candidate resumes submitted for each requisition will be readily available to authorized users at any time via the dotStaff™ VMS.

25. The proposed VMS must capture all activities in the lifecycle of a resource's assignment/engagement or from the initial requisition and approval to selection, on-boarding, time collection, invoicing, and disengagement.

The dotStaff™ VMS facilitates all aspects of the requisition and candidate lifecycle including the lifecycle of a resource's assignment / engagement from initial requisition and approval to selection as well as requisition management, rate card management, subcontractor submissions, skills matching, resume management, interview coordination calendaring and scheduling, candidate selection, pre-employment screening validation, on-boarding, time collection, timekeeping approval, expense entry and approval, invoicing, subcontractor payment, Service Level Agreement (SLA) management, project milestone entry and approval, disengagement and business analytics reporting and trending. The VMS automates workflow, enabling the MSP team to ensure that all aspects of the process workflows are standardized, compliant and controlled while delivering process efficiencies to the State, the subcontractor community, the resources and the MSP.

26. The VMS must allow enrolled network providers to submit candidates and a proposed hourly rate for the candidate. The hourly rate must not exceed the maximum rate for the assignment/engagement.

The dotStaff™ VMS will allow enrolled network providers to submit candidates and a proposed hourly rate for the candidate.

Through the dotStaff™ VMS, Knowledge Services ensures the State will achieve maximum savings while striking the ideal competitive balance between the resource quality, price and retention. By empowering network providers with the “lowest submitted rate” information, those providers are able to see their resource skills-matching results and price their resources to “win” the business, guaranteeing the State maximum savings without sacrificing quality or retention.

dotStaff™ VMS has a powerful skills-matching functionality allowing suppliers and State managers to quickly and easily compare candidates.

**Quality
Resources**



The dotStaff™ VMS allows enrolled network providers to submit rates that exceed the maximum rate, but a notification screen appears alerting the provider the rate they plan to submit is above the maximum and asks them to confirm before submitting. The reason the VMS allows a rate to be submitted above the maximum rate is for the data point and “exceptions.” Being able to gather true market rates within the dotStaff™ VMS is a powerful tool when reviewing market rates. With the competitive bidding and the ability of providers to view of the “lowest submitted rate,” it is a rare instance in which we see a rate higher than the maximum. In most cases, when we see rates above the maximum, the proposed candidate will likely exceed the requisition qualifications and would be an “exception” in the majority of our State MSP programs requiring additional approval prior to selection. The MSP program team can reject the submitted candidate immediately or can hold onto the candidate should other candidates not fulfill the request of the State.

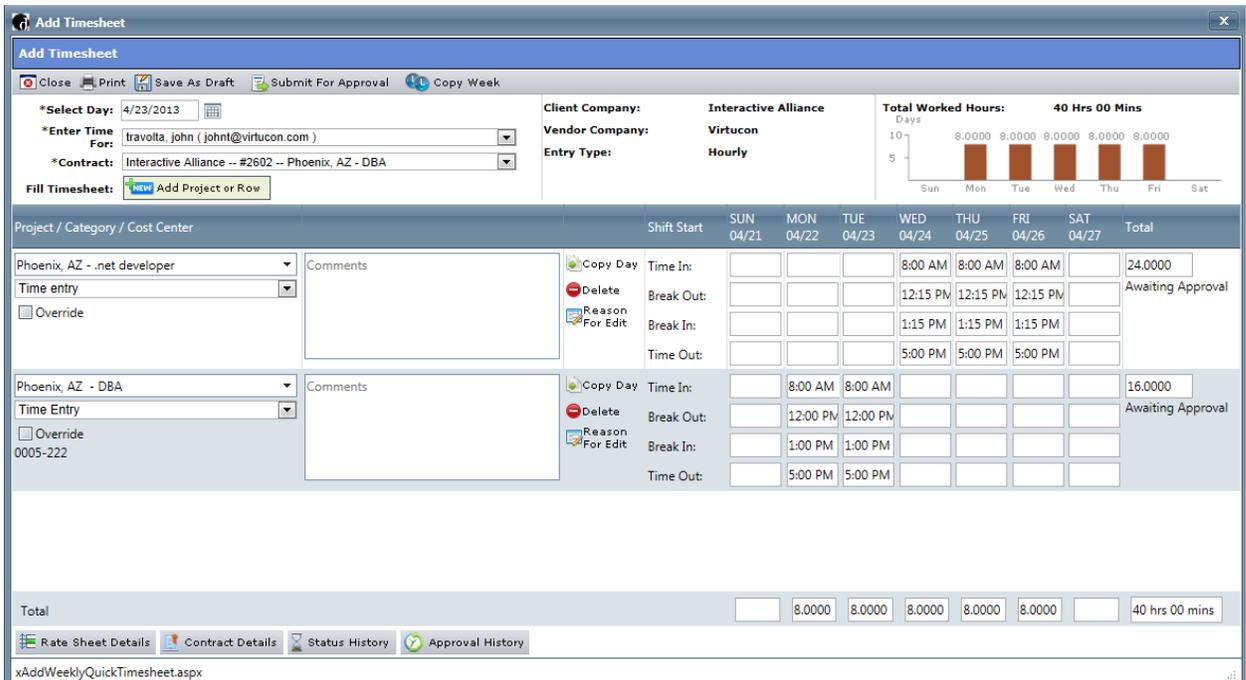
27. The VMS must be able to accommodate single candidates working on multiple assignments/engagements.

Each individual candidate can be assigned to one or multiple rate contracts, as well as one or multiple assignments / engagements within the dotStaff™ VMS system. Multiple assignments can occur within the same Agency or across multiple Agencies. For example, a .NET Developer rate may be \$65 per hour while a DBA rate may be \$75 per hour. An individual candidate can be assigned to single or multiple work projects under different job titles / bill rates. When that individual is hired, the relevant rate contract(s) will be assigned to all applicable work projects for that individual. If the individual has multiple rate contracts, the required rate contracts are only associated with the relevant work projects. In this way a single candidate can work on multiple rate contracts and on multiple work projects with the correct rate always associated to the relevant activity.

If a candidate has multiple rates and works on multiple projects (assignments / engagements), time entry would flow as follows:

1. When entering time into the dotStaff™ VMS system, the candidate will first select the correct assigned rate contract from a drop down list (for example .NET Developer or DBA). Only the assigned rate contracts are available in the list.
2. The work rates listed are only applicable to the assigned work projects, so the candidate then selects the list of available work projects that are associated with the rate contract and enters time.

The figure below illustrates the above mentioned functionality regarding a multiple project assignment / engagement time entry via screenshots from the dotStaff™ VMS.



Project / Category / Cost Center	Shift Start	SUN 04/21	MON 04/22	TUE 04/23	WED 04/24	THU 04/25	FRI 04/26	SAT 04/27	Total
Phoenix, AZ - .net developer	Time In:				8:00 AM	8:00 AM	8:00 AM		24.0000
	Break Out:				12:15 PM	12:15 PM	12:15 PM		Awaiting Approval
	Break In:				1:15 PM	1:15 PM	1:15 PM		
	Time Out:				5:00 PM	5:00 PM	5:00 PM		
Phoenix, AZ - DBA	Time In:		8:00 AM	8:00 AM					16.0000
	Break Out:		12:00 PM	12:00 PM					Awaiting Approval
	Break In:		1:00 PM	1:00 PM					
	Time Out:		5:00 PM	5:00 PM					
Total			8.0000	8.0000	8.0000	8.0000	8.0000		40 hrs 00 mins

28. The VMS must allow resources to enter time (hours or days worked) and managers to approve timesheets electronically on a weekly basis.

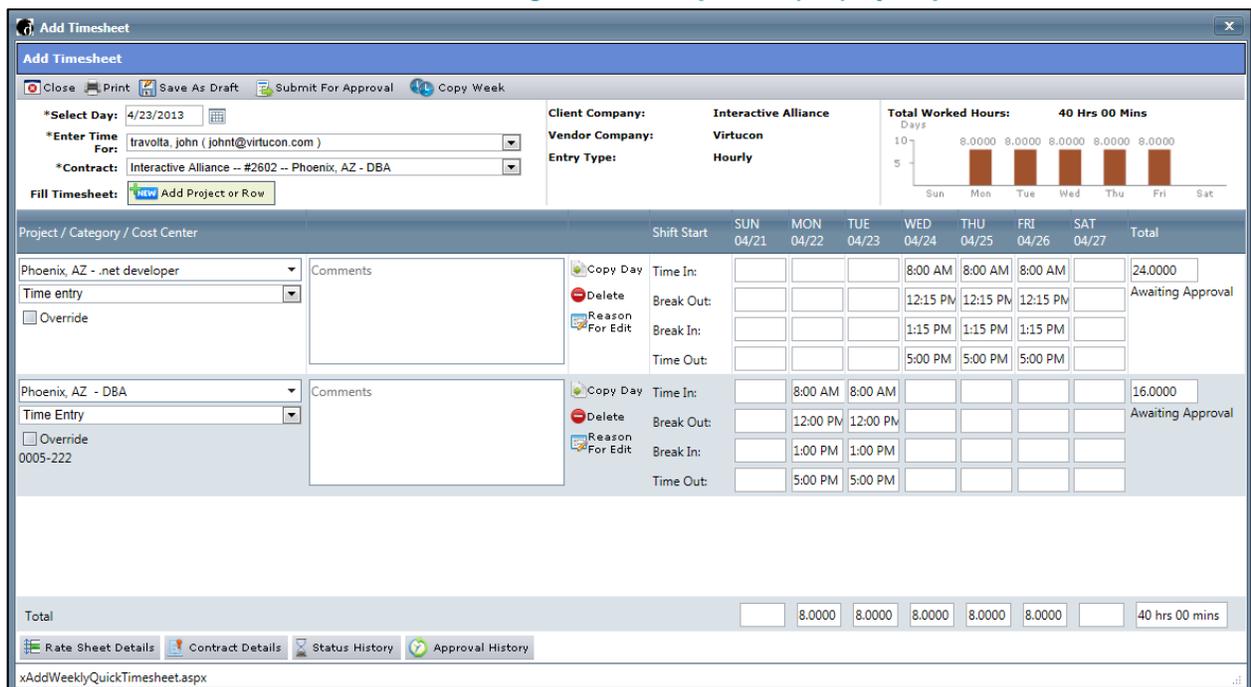
The dotStaff™ technology allows for web-based time and SOW project milestone entry for the subcontractors, project team or resource to enter time worked and milestones completed on a weekly basis. The resource will need to access the internet and log in to the VMS through a standard browser to enter the time worked. Similarly, the State user time approvers are able to access the on-line time sheets for purposes of time and milestone approval.

Our standard on-line time entry and approval process is as follows:

1. The resource enters time.
2. The State user is notified via e-mail each week if there is time to approve.
3. The State user goes on-line via desktop or mobile device to approve time sheets, which will update the transaction status to "approved."
4. The dotStaff™ invoice engine initiates and creates an invoice for all approved transactions, expenses and milestones; the transaction status changes to "invoiced."

This same process is followed for expenses as well as deliverable / milestone-based project billings. The subcontractor has complete transparency of the process and status.

Screenshot: Adding a Timesheet (for multiple projects)



Add Timesheet

Close Print Save As Draft Submit For Approval Copy Week

*Select Day: 4/23/2013

*Enter Time For: travolta, john (john.t@virtucon.com)

*Contract: Interactive Alliance -- #2602 -- Phoenix, AZ - DBA

Client Company: Interactive Alliance
Vendor Company: Virtucon
Entry Type: Hourly

Total Worked Hours: 40 Hrs 00 Mins

Project / Category / Cost Center	Shift Start	SUN 04/21	MON 04/22	TUE 04/23	WED 04/24	THU 04/25	FRI 04/26	SAT 04/27	Total
Phoenix, AZ - .net developer	Time In:				8:00 AM	8:00 AM	8:00 AM		24.0000
	Break Out:				12:15 PM	12:15 PM	12:15 PM		Awaiting Approval
	Break In:				1:15 PM	1:15 PM	1:15 PM		
	Time Out:				5:00 PM	5:00 PM	5:00 PM		
Phoenix, AZ - DBA	Time In:		8:00 AM	8:00 AM					16.0000
	Break Out:		12:00 PM	12:00 PM					Awaiting Approval
	Break In:		1:00 PM	1:00 PM					
	Time Out:		5:00 PM	5:00 PM					
Total			8.0000	8.0000	8.0000	8.0000	8.0000		40 hrs 00 mins

Rate Sheet Details Contract Details Status History Approval History

xAddWeeklyQuickTimesheet.aspx

Resource Weekly Timesheet Visibility

View Timesheets													
Week End Date	Contract Id	Resource LF	Invoiced Date	Project Name	Project Cost ...	Project Manager LF	Vendor Paym...	Default Fee	Invoice Num...	Total Hours	Total Dollars	Sales Tax	Status
08/05/2012	11609			San Antonio, ...	90170.6170			3.00		05 hrs 15 mins	\$83.32	\$0.00	Awaiting Ap
08/05/2012	95435			Nashville, TN ...	90129.6170			3.00		15 hrs 30 mins	N/A	\$0.00	Draft
08/05/2012	87873			Cary, NC - Te...	90799.6170			3.00		14 hrs 00 mins	N/A	\$0.00	Draft
08/05/2012	89320			Norwood, M...	90243.6170			3.00		06 hrs 00 mins	N/A	\$0.00	Draft
08/05/2012	75916			Batesville, IN ...	98607.6170			3.00		13 hrs 55 mins	\$522.71	\$0.00	Awaiting Ap
In Range	Date	Start Time	End Time	Category	Duration								
	07/30/2012	9:50AM	4:30PM	Time Entry	06 hrs 40 mins								
	07/31/2012	12:00PM	7:15PM	Time Entry	07 hrs 15 mins								
08/05/2012	115943			Batesville, IN ...	95246.343593			3.00		03 hrs 30 mins	N/A	\$0.00	Draft
08/05/2012	118856			Simpsonville, ...	90155.6170			3.00		24 hrs 30 mins	N/A	\$0.00	Draft
08/05/2012	121312			Cary, NC - Te...	94764.6170			3.00		12 hrs 00 mins	\$179.16	\$0.00	Awaiting Ap
08/04/2012	74042			Williamsoort ...	3129-600-63310			3.00		09 hrs 00 mins	\$686.50	\$0.00	Awaiting Ap

29. In addition to entering a resource's hours in the VMS, resources may be required to enter time worked into an agency timekeeping system for audit, chargeback, or capacity management/tracking purposes, at the agencies discretion.

Knowledge Services understand the resource may be required to entire time within an Agency timekeeping system for audit, chargeback, or capacity management / tracking purposes and, at the Agencies discrefion and for efficiency and accuracy purposes, Knowledge Services agrees to create interfaces to other Agency timekeeping system(s).

We have provided dotStaff™ VMS system integration services with State-specific applications that include various timekeeping systems, Oracle / PeopleSoft, SAP and other ERP systems, payroll and data collection systems, project portfolio management (PPM) and costing systems and project management tools to provide total cost of ownership to the State.

As a part of the current state review and future state recommendation, our implementation team will work with the State to identify possible integration points to ensure optimal efficiency.

Record Tracking and Report Generation

30. The VMS must auto generate requisition numbers.

The dotStaff™ VMS automatically generates a unique number for each new requisition.

31. State agencies must be able to access reports showing Contract utilization, for their specific agency based on user login, and the Department of Administrative Services must have the ability to access full Contract utilization reports

The dotStaff™ VMS will fulfill the State's requirement of providing a report of Contract utilization by Agency based on user login. The Department of Administrative Services will have the ability to access full Contract utilization reports.

The dotStaff™ system was designed with configuration controls which can be conformed to each State Agency's needs at no additional cost to the State. The dotStaff™ VMS is configurable to support multiple State user groups as well as multiple user roles according to access necessary for data and functionality. dotStaff™ VMS meets the requirement of a role-based security model. Roles include Client Administrator, Client User, Supplier Administrator, Supplier User, Resource and MSP. The configuration options in the dotStaff™ system allow one to assign "view" and "edit" access to a specified subset or group of roles, enabling rights to perform various functions as needed. All users must be authenticated before gaining access to the dotStaff™ VMS. Once authenticated by username and encrypted password, specific application roles are used to grant access to specific data by specific role types.

32. The VMS must allow users to create their own reports to extract and review data

Embedded within dotStaff™ VMS is a powerful Business Intelligence (BI) tool giving State users and supplier users configurable dashboards, reports and action oriented notifications.

Reporting



dotStaff™ provides user-defined reporting at the Statewide, Agency and program unit levels. Also available is comprehensive reporting including, but not limited to, ad-hoc reporting, extensive standard reporting, user-configured dashboards including trigger notifications and monthly reporting on a number of MSP program attributes. Report delivery is in real time, online and available 24/7/365 to the contract administrator, hiring manager and other contract users. Data delivered is also filtered in a manner appropriate to user security permissions as configured by the State.

The dotStaff™ VMS also provides both managers and users the ability to create and run individually configured reports. Personal dashboard reports are interactive and offer both graphical and table driven results. Selecting and deselecting provides users with dynamic reporting results. All reports and reporting data may be exported to common Office productivity tools.

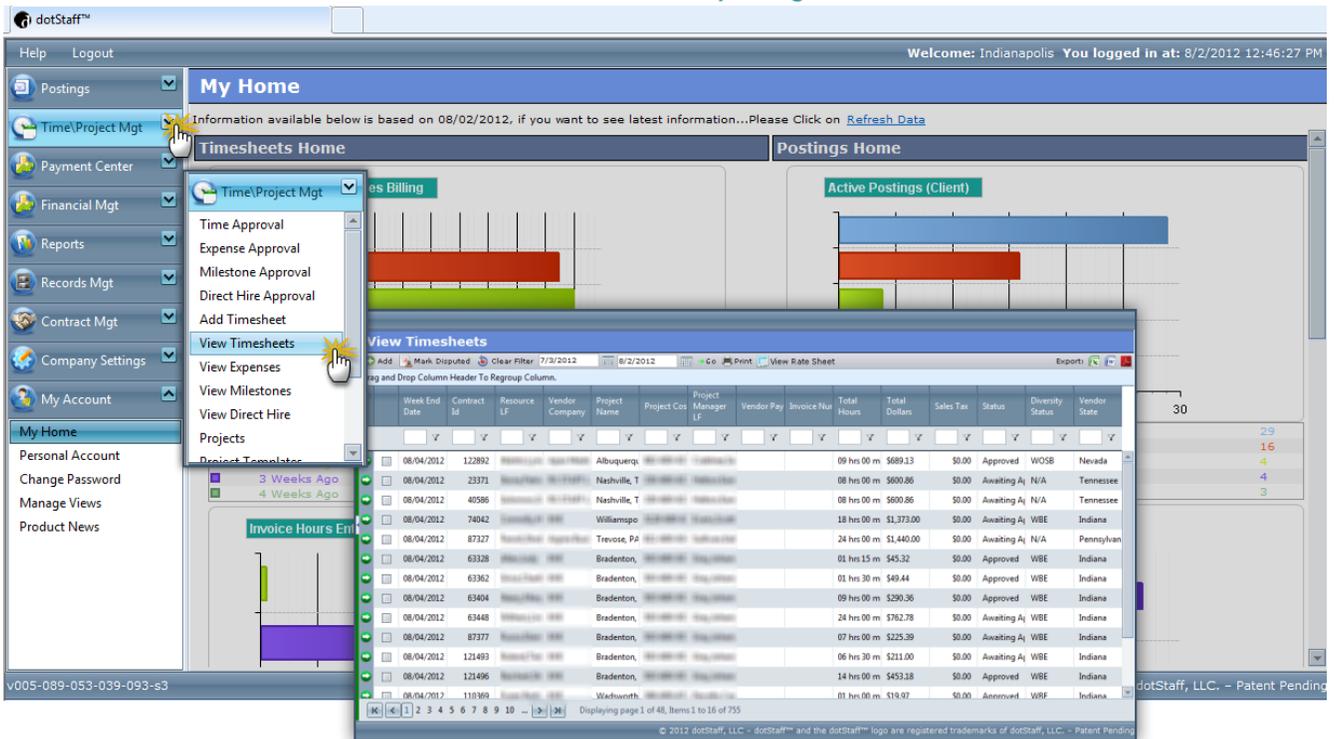
Knowledge Services provides training services on the use of the dotStaff™ VMS ad-hoc report creation tools and on personalization of existing standard reports. During implementation we will discuss reporting needs and configure reporting as specifically requested.

Usability

33. The VMS must be user-friendly and easy to navigate. Demonstrations may be requested to determine usability of primary system requirements

The dotStaff™ VMS is a fully integrated solution providing State users and the subcontractor network a simple, easily accessible web based technology for posting requisitions, subcontractor profiling, receiving resumes, on-and-off boarding, accepting approved candidates, approving time, consolidated billing and comprehensive reporting. The dotStaff™ system was designed with State government in mind and can be configured to each State Agency's unique needs at no additional cost to the State. Knowledge Services welcomes the opportunity to demonstrate the usability of primary system requirements within the dotStaff™ VMS system to the State of Ohio.

Screenshot: User-Friendly Navigation



Week End Date	Contract ID	Resource LP	Vendor Company	Project Name	Project Cost	Project Manager LF	Vendor Pay	Invoice Num	Total Hours	Total Dollars	Sales Tax	Status	Diversity Status	Vendor State
08/04/2012	12392		Albuquerque						09 hrs 00 m	\$689.13	\$0.00	Approved	WOSB	Nevada
08/04/2012	23371		Nashville, T						08 hrs 00 m	\$600.86	\$0.00	Awaiting Aj	N/A	Tennessee
08/04/2012	40586		Nashville, T						08 hrs 00 m	\$600.86	\$0.00	Awaiting Aj	N/A	Tennessee
08/04/2012	74042		Williamsport						18 hrs 00 m	\$1,373.00	\$0.00	Awaiting Aj	WBE	Indiana
08/04/2012	87327		Trevose, PA						24 hrs 00 m	\$1,440.00	\$0.00	Awaiting Aj	N/A	Pennsylvania
08/04/2012	63328		Bradenton,						01 hrs 15 m	\$45.32	\$0.00	Approved	WBE	Indiana
08/04/2012	63362		Bradenton,						01 hrs 30 m	\$49.44	\$0.00	Approved	WBE	Indiana
08/04/2012	63404		Bradenton,						09 hrs 00 m	\$290.36	\$0.00	Approved	WBE	Indiana
08/04/2012	63448		Bradenton,						24 hrs 00 m	\$762.78	\$0.00	Awaiting Aj	WBE	Indiana
08/04/2012	87377		Bradenton,						07 hrs 00 m	\$225.39	\$0.00	Awaiting Aj	WBE	Indiana
08/04/2012	121493		Bradenton,						06 hrs 30 m	\$211.00	\$0.00	Awaiting Aj	WBE	Indiana
08/04/2012	121496		Bradenton,						14 hrs 00 m	\$453.18	\$0.00	Approved	WBE	Indiana
08/04/2012	118369		Wieferswirth,						01 hrs 00 m	\$19.97	\$0.00	Annouced	WRF	Indiana



STAFF AUGMENTATION WEBSITE PORTAL REQUIREMENTS

Staff Augmentation Website Portal. The State requires that the proposed solution include a hosted Staff Augmentation Website Portal for the primary purpose of providing prospective staff augmentation services providers and enrolled network providers with pertinent information. The State must review and approve the content of the website prior to implementation.

Knowledge Services will meet the requirement to include a hosted Staff Augmentation Website Portal for the primary purpose of providing pertinent information to prospective and enrolled providers. This is a standard practice with our State government MSP programs. We understand the State will have to review and approve the content prior to implementation of the website to the prospective and current providers. Knowledge Services will also provide a similar site for the State users. Both sites will include information specific to the State of Ohio account and users.

Additionally, the website must fit within any Ohio policies or Executive Orders regarding advertising. See <http://das.ohio.gov/Portals/0/DASDivisions/DirectorsOffice/pdf/policies/informationtechnology/ITP-F.35.pdf>

Knowledge Services will review and ensure the website fits within any Ohio policies or Executive Orders regarding advertising using the provided link.

This website targeted to the vendor community should include information including, but not limited to the following:

- General Information on the MSP Program
- Frequently Asked Questions
- Contract information
- Criteria for Participating
- How to Join the Network of Providers
- Contract Metrics and Key Performance Data
- Contact Information for General Questions

The State may request a similar site targeted to State Agencies.

Knowledge Services will meet the requirement to include a hosted Staff Augmentation Website Portal, which will at minimum include the above information, for the primary purpose of providing pertinent information to prospective and enrolled providers. Knowledge Services will also provide a similar site for the State Agency users.

ONGOING OPERATIONS

The Contractor will be responsible for overseeing all on-going service delivery tasks including but not limited to the following:

- **Agency consultation** - Account Managers must have the ability to schedule on-site meetings with agency staff, if necessary, Monday to Friday, 8 a.m. to 5 p.m. local time. Account Managers shall assist agencies with developing detailed requisitions for staff augmentation resources. Additionally, Account Managers must be available to assist and support agency staff with all other tasks or issues related to utilizing the Contract to fulfill their staff augmentation resource needs. Additional Contractor staff should also be available by phone, email or other method during the same time frame to assist the State with needs such as creating ad-hoc reports. Contractor staff must also perform any additional training for new agency staff or remedial training for previously trained agency staff during the term of the Contract.

Knowledge Services will manage and consult the State of Ohio program with a local, dedicated team of MSP, staffing industry and skills-based experts, supported by Knowledge Services senior leadership. The MSP program team will have the ability to schedule on-site meetings with agency staff, Monday to Friday 8 a.m. to 5 p.m. local time. Our team is comprised of dedicated subject matter experts with significant industry knowledge, IT recruiting expertise and MSP management experience. The MSP program team ensures client administrative burdens are minimal by assisting Agencies with developing detailed requisitions as well as assisting and supporting Agency staff with all other tasks or issues. The local MSP program team will be supplemented by additional team members who will be available by phone, email or other method, Monday to Friday, 8 a.m. to 5 p.m., to help the State with needs such as creating ad-hoc reports, process automation, legal expertise and executive level support. The MSP program team will provide training for new Agency staff or remedial training for previously trained Agency staff throughout the term of the Contract.

- **Response Management** – Account Managers shall be responsible for releasing approved requisitions to the agency designated group of enrolled network providers. Agencies shall indicate how they want to solicit candidates from enrolled network providers. The following contains a list of solicitation options that must be available:
 - MBE Set-Aside - Only Ohio Certified MBE companies enrolled in the network are eligible to submit candidates. (Agency will receive MBE set-aside credit)
 - EDGE - Only Ohio Certified EDGE Companies enrolled in the network are eligible to submit candidates. (Agency will not receive MBE set-aside credit)
 - MBE and EDGE - Ohio Certified MBE and Ohio Certified EDGE companies enrolled in the network are eligible to submit candidates. (Agency will not receive MBE set-aside credit)
 - Open Market – All enrolled network providers are eligible to submit candidates

The Knowledge Services MSP program team members will be responsible for releasing approved

requisitions to the Agency utilizing the above designated groups of enrolled network providers. Knowledge Services understands that Agencies shall indicate how they want to solicit candidates and will provide enrolled network providers lists to meet the State's above requirement of MBE Set-Aside, EDGE, MBE and EDGE or Open Market.

Knowledge Services places value on enrolled subcontractor provider relationships and resource continuity. Our experience has proven that subcontractors aggressively participate in MSP Programs where they feel valued as partners. This premise is fundamental core to our business model, and one that is part of every program in which we manage. We believe it is in everyone's best interest to retain a strong working relationship with all subcontractor organizations and mentor and help subcontractor organizations achieve their potential.

- **Candidate Screening and Validation** – The Contractor shall be responsible for reviewing and screening all candidates submitted in response to requisitions. All candidates submitted prior to the submission deadline must be fully reviewed and considered, even if three (3) or more qualified candidates have already been identified. The Contractor must then provide a group of resumes best matching the requirements contained within the requisition. The Contractor shall also ensure that any candidate forwarded to an agency for consideration is eligible to perform work in the U.S. for the entire anticipated duration of the engagement. A minimum of three (3) candidates per requests shall be forwarded to the agency to review within four (4) business days unless otherwise specified by the agency. The agency may request a two (2) business day Urgent Resume Submittal Response time. The agency may also elect to allow more than four (4) business days to receive candidates. If more than four (4) business days is allowed by the agency, the SLAs described in Supplement Five will not apply. The agency may request more than three (3) candidates and has the right to request that all candidates be forwarded for its review. The agency will provide notification to the Contractor indicating which candidates have been selected to participate in interviews.

If the agency selects one or more candidates from this first group of resumes, then the next step in the process will be to begin candidate interviews. If the agency determines the resumes submitted do not meet the requirements as stated in the requisition, the agency will notify the Account Manager and request a new group of resumes. If a second group of resumes is provided (minimum of three (3)), and no resumes within the second group meet the requirements as stated in the requisition and clarified in the reorder process, the agency may continue with the process described above or after consulting with OIT Enterprise IT Contracting staff receive direction to utilize a separate procurement method or contract to meet the service need.

The entire Knowledge Services step-by-step process for candidate screening and validation below explains all the steps our local MSP program manager and team take to ensure candidates are properly vetted and screened, providing the State with the best candidates at the best price and preventing high turnover.

Our local MSP program team, using their IT industry recruiting experience and specialized knowledge of the State's needs, reviews, qualifies and conducts initial resume screening. The

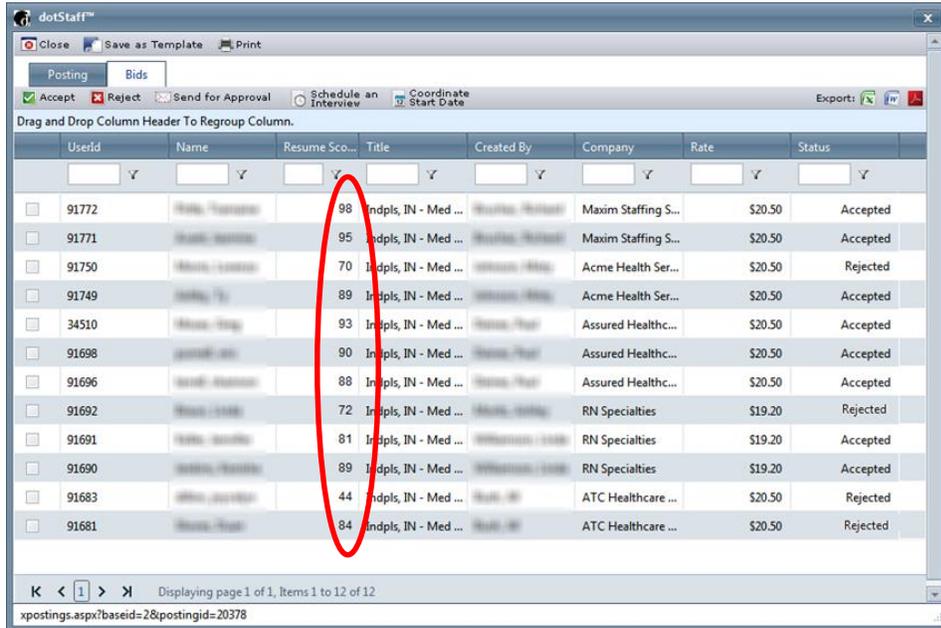
MSP program team member performs phone screening with candidate(s) to further qualify skills, availability, commitment to assignment, location and ensure duration for the entire timeframe. Knowledge Services also has the ability to provide recorded web interviews for the manager to review with resumes for each candidate, should the State or manager request.

Industry Expert MSP Team, review of resumes. - Knowledge Services local, expert MSP program team exceeds the requirement for candidate screening and validation. Within the dotStaff™ system, the MSP team is able to view the candidate(s) resumes and scores. Using their IT industry recruiting experience and specialized knowledge of the State's requirement and need, the program team member reviews, qualifies and conducts initial resume screening. The program team conducts phone screening with candidate(s) to further qualify skills, availability and commitment to the assignment, location and duration for the entire timeframe. The program team also has the ability to conduct further phone screening, web interview and skills matching at the manager's request. Knowledge Services also has the ability to provide a recorded web interview, as described above, for the manager to review prior to selecting candidate(s) for interview.

Candidate pre-screening video interviews – dotStaff™ allows subcontractor resource submittals to include brief videos of candidates answering manager requested questions. Combining the dotStaff™ skills matching engine with asynchronous interview videos ensures only the most qualified candidates are considered, saving time, resources and money.

Advanced Skills Matching Technology – The dotStaff™ VMS system skills matching technology provides subcontractors, the MSP program team and State managers with a specific and consistent comparative resume scoring based upon the match of candidate qualifications to the requisition / task order. The dotStaff™ skills matching tool is a Semantic Matching Engine (SME) and is the most sophisticated skills matching engine available. dotStaff™ matches profiles, not keywords. It not only extracts semantic data, it also extracts and uses metadata. For example, dotStaff™ is designed to extract a skill called “Java” and determine that it has a cumulative value of 45 months, and a date of last use of June, 2007. It will further know that the skill called Java was found within the context of a profile that has (or requires) 12 years of total experience (metadata). dotStaff's skills matching is a true profile matching engine. dotStaff™ parses, extracts, classifies, characterizes and constructs candidate profiles and matches them with the State of Ohio's job postings.

Figure (below) – Screenshot showing Skills Matching



Userid	Name	Resume Sco...	Title	Created By	Company	Rate	Status
<input type="checkbox"/>	91772	98	ndpls, IN - Med ...	Maxim Staffing S...	Maxim Staffing S...	\$20.50	Accepted
<input type="checkbox"/>	91771	95	ndpls, IN - Med ...	Maxim Staffing S...	Maxim Staffing S...	\$20.50	Accepted
<input type="checkbox"/>	91750	70	ndpls, IN - Med ...	Acme Health Ser...	Acme Health Ser...	\$20.50	Rejected
<input type="checkbox"/>	91749	89	ndpls, IN - Med ...	Acme Health Ser...	Acme Health Ser...	\$20.50	Accepted
<input type="checkbox"/>	34510	93	ndpls, IN - Med ...	Assured Healthc...	Assured Healthc...	\$20.50	Accepted
<input type="checkbox"/>	91698	90	ndpls, IN - Med ...	Assured Healthc...	Assured Healthc...	\$20.50	Accepted
<input type="checkbox"/>	91696	88	ndpls, IN - Med ...	Assured Healthc...	Assured Healthc...	\$20.50	Accepted
<input type="checkbox"/>	91692	72	ndpls, IN - Med ...	RN Specialties	RN Specialties	\$19.20	Rejected
<input type="checkbox"/>	91691	81	ndpls, IN - Med ...	RN Specialties	RN Specialties	\$19.20	Accepted
<input type="checkbox"/>	91690	89	ndpls, IN - Med ...	RN Specialties	RN Specialties	\$19.20	Accepted
<input type="checkbox"/>	91683	44	ndpls, IN - Med ...	ATC Healthcare ...	ATC Healthcare ...	\$20.50	Rejected
<input type="checkbox"/>	91681	84	ndpls, IN - Med ...	ATC Healthcare ...	ATC Healthcare ...	\$20.50	Rejected

Step-by-Step Process to Provide Candidates:

A summary of the State manager-by-manager, requisition-by-requisition candidate screening steps conducted by the Knowledge Services local MSP program team is as follows:

1. Upon receipt of all job requisitions, the MSP program team member consults with the State hiring manager to confirm job requisition needs, specifications, description, urgency, pre-requisites and supplemental and/or additionally desired skills to confirm job task order accuracy and completeness, ensuring enrolled network provider recruiting efficiency and performance.
2. The manager receives a posting request confirmation via email within two working hours.
3. The MSP program team clarifies with the manager the rate and position title are appropriate based on the job description, including specific and/or unique requirements before posting it to enrolled subcontractor network list as requested by the Agency.
 - The MSP program team member posts the position in the dotStaff™ VMS system within four working hours. The requisition is released to the appropriate list of enrolled network providers via the dotStaff™ VMS system.
4. For new, urgent, or hard-to-fill positions, the MSP program team member will facilitate a subcontractor education call to ensure all necessary information is provided.

- The MSP program team member schedules weekly calls with subcontractors to review outstanding postings and answer any questions.
- 5. The dotStaff™ VMS system skills matching technology provides subcontractors, the MSP program team member and State managers a specific and consistent comparative resume scoring based upon the match of candidate qualifications to the requisition (task order).
- 6. The MSP program team member, using their IT industry recruiting experience and specialized knowledge of the State's needs, reviews, qualifies and conducts initial resume screening.
- 7. The MSP program team member conducts phone screening with candidate(s) to further qualify skills, availability, commitment to assignment, location and ensure the candidate is eligible to perform work in the U.S. for the entire duration. Any additional pre-screening can be requested and conducted at the manager's discretion.
 - Knowledge Services also has the ability to provide recorded web interviews for the manager to review with resumes for each candidate, should the State or manager request.
- 8. Results of the evaluation are presented to the State manager for consideration.
 - The Knowledge Services MSP program team will present a group of resumes (minimum of three per request) to the Agency / manager within four (4) business days unless otherwise specified. The manager has the ability to request more resumes, if required. The manager will also have the ability to view all submitted candidates and resumes in the VMS system should the manager prefer. The Agency may request two (2) business days for Urgent requests.
 - The State manager's specific resource preferences, scoring methodology, etc. are logged and maintained to ensure that future candidate analysis incorporates the State manager's methodologies, interests, etc.
 - Any candidate submissions exceeding the contracted maximum rate are subject to an agreed upon exception process.
 - If the manager determines the resumes provided do not meet the requirements as stated in the requisition, the manager may request a new group of resumes. The MSP program team member will coordinate with the manager and subcontractors to ensure there is a clear understanding of requirements from the manager to the subcontractor to ensure proper candidates are provided. This process may continue until an acceptable candidate is selected or after consulting with OIT Enterprise IT Contracting staff receive direction to utilize a separate procurement method or contract to meet the service need.

- The Agency has the opportunity to conduct skills assessments of the candidates chosen from the selected group of resumes. The methods for skill assessments include, but are not limited to, phone interviews, face to face interviews, web conference and video conference, capabilities tests. These skills assessments are conducted until a candidate is selected.
9. The State manager has the ability to schedule an interview through the dotStaff™ VMS system or the MSP program team member can coordinate interviews for the manager.
 10. The MSP program team member coordinates the interview logistics. The MSP program team member meets the candidate and introduces the candidate to the State hiring manager for interview.
 11. The MSP program team member will obtain interviewed candidate feedback from Manager and provide to subcontractor helping to improve future State recruiting activities.
 12. The manager informs the MSP program team member of the desired candidate.
 13. In accordance with the State's program directive, the MSP program team may request best and final offer (BAFO) from the enrolled subcontractor provider(s).
 14. The MSP program team member verifies the final rate is acceptable with the State manager.
 15. The MSP program team member and State manager confirm the targeted start date for the selected candidate and directs the subcontractor to complete all pre-employment screening and documentation.
 16. The MSP program team confirms all pre-employment requirements have been met.
 - All pre-employment validations are stored within the central database and available for audit 24 / 7.
 - If the candidate does not meet necessary criteria, the MSP program team will determine if a secondary candidate is acceptable or if additional candidates are required.
 - If a replacement is required for any reason, the MSP program team will provide a group of resumes for the agency to review within two business days.
 17. Prior to the identified start date, the MSP program team member verifies that all required activities from operations, IT, security, managers, telecom, etc. have been completed.
 - Subcontractors will be responsible to work with the candidate to ensure the purchase of a security badge is completed, if necessary, prior to work start date. The MSP team member will help to coordinate this requirement.
 18. The MSP program team builds assignment details within the dotStaff™ VMS, including end date, PO amount and billing information for invoicing and reporting.
 19. The candidate is provided time entry training prior to the start date.

20. The MSP team performs orientation with the candidate on first day (answers questions about work location, security and building access badging, parking, operational specifics, work hours, provides facility maps, contact information, etc.)
21. The resource(s) enters time in dotStaff™ VMS.
22. Notification is sent to the State manager for time approval; the manager reviews and approves or denies time.
23. Approved time is invoiced to the State from the MSP.

- **Interview Facilitation** – The Account Managers or other Contractor staff must coordinate and facilitate candidate interviews and/or skills assessments (phone interviews, face to face interviews, capabilities tests, etc.). Face-to-face interviews may be required to be conducted onsite at the agency's location or remote interviews (web conference, video conference, phone etc.) may be permitted. The decision as to whether onsite or remote interviews are required will be determined solely by the agency.

If the agency conducts interviews and/or skills assessments and determines that the candidate(s) do not meet the skill requirements of the position, the agency will reject the candidate(s) and request another batch of resumes from which to select candidate for interviews and/or skills assessments. If this process occurs twice with the same requisition, and the agency is still unable to find a candidate who meets the skills requirements of the position, the agency, after consulting with OIT Enterprise IT Contracting staff, may receive direction to utilize a separate procurement method or contract to meet the service need.

The Knowledge Services local MSP program team will coordinate and facilitate candidate interviews and skill assessments at the Agency(s) request. The MSP program team member, using their IT industry recruiting experience and specialized knowledge of the State's needs, reviews, qualifies and conducts initial resume screening. The MSP program team member conducts phone screening with candidate(s) to further qualify skills, availability, commitment to assignment, location and ensure duration for the entire timeframe. The Agency may indicate whether onsite or remote interviews are required. Knowledge Services has the ability to provide phone interviews, face-to-face interviews, capabilities tests, web conference and / or recorded web interviews, should the State or manager request.

- **Selected Candidate Background Checks** – Any staff augmentation resource placed on assignment at a State Agency must undergo a complete and thorough background check prior to the start of the Resource's assignment, at no expense to the State Agency. This will include previous work addresses for the last ten (10) years. The Contractor must ensure that background checks are performed to determine if the selected candidate to fulfill a requisition for staff augmentation services has any types of convictions in the following areas:

1. Any record of violence, domestic or otherwise;
2. Drug-related convictions;

3. Theft;
4. Other offenses deemed at risk to the facility or its population.

Those employees and potential employees of the Contractor and subcontractor(s) with felony convictions or other criminal records, unless specifically approved by the requesting State Agency, will not be permitted to be engaged to provide services. Depending on the nature of the work, additional federal and state background checks may be required

The Knowledge Services solution provides 100% pre-employment background check and screening validation for the State of Ohio. We require all subcontractors to use a single National provider, which consolidates all information into a single data file that is available to the State of Ohio. Completed results verifying that an individual has met the onboarding requirements are transmitted to our MSP program team. This allows us to conduct real time 100% verification of the pre-employment screening and maintain an audit trail for the State's direct access, if requested. No resource will be able to start work at the State without the completed pre-employment screening test results unless otherwise approved.

Knowledge Services will facilitate the required pre-employment and background check screening by Agency and map specific decision making criteria for each Agency and job title to each requirement, at no expense to the State Agency. Knowledge Services will include at minimum the following pre-employment and background check screening of previous work addresses for the last ten (10) years: any record of violence, drug-related convictions, theft and other offenses deemed at risk to the facility or its population.

Knowledge Services monitors these requirements for all of our MSP programs, including for over 200 Agencies in our current State Government clients (Indiana, Arizona, Maine, Tennessee, Florida and Utah). All of these MSP programs have Agency-specific pre-screening requirements, such as tax delinquency for the Revenue departments, sex offender registry checks for Child Services agencies and TB testing requirements for State-operated medical facilities.

- **Resource Onboarding** – The Contractor will be responsible for ensuring that its resources are properly on boarded at the agency site and its enrolled network provider (subcontractor) and/or its resource has provided and completed any required documents or forms. Additionally, the State requires that Contractor ensure that engaged resources are properly trained on any VMS requirements, such as appropriate time entry systems.

The Knowledge Services' MSP program team meets the requirement to coordinate and facilitate the start date, ensure the subcontractor and / or its resource completes all required documents and verifies that all required activities from operations (ID badge, parking, location, etc.) are completed prior to work start date. The MSP program team builds the work order / assignment

details within the dotStaff™ VMS, including start date, end date, PO amount, billing information for invoicing and reporting as well as any other pertinent information required by the State. The resource is trained on any dotStaff™ VMS requirements, such as time entry, prior to start date.

- **Initial Candidate Performance Period.** If a resource begins work for a particular agency, and the agency determines within the first week (5 business days) that the resource does not have the skills or capabilities necessary to complete the job as requested in the original requisition, the agency may request that the resource be replaced immediately, and the agency will not pay for the work conducted by the unacceptable resource. An agency may also reject any replacement resource according to these procedures.

Knowledge Services understands and agrees that if a resource or replacement begins work for an Agency, and the Agency determines within the first week (5 business days) that the resource does not have the skills or capabilities necessary to complete the job as requested in the original requisition, the Agency may request that the resource be replaced immediately, and the Agency will not pay for the work conducted by the unacceptable resource.

In the event of all resource rejections, the Knowledge Services MSP team will conduct a requisition and placement post mortem to understand and document all events and activities that resulted in a candidate who lacked the skills or capabilities being selected. The analysis results, including recommendations for future avoidance, will be incorporated into the requisition process and, as well, presented to DAS leadership as part of the quarterly business review meetings.

- **Invoice processing** – The Contractor will be responsible for ensuring that its resources enter time weekly into the VMS, for approval by the appropriate person within the State Agency receiving the services. In addition to entering a resource's hours in the VMS, resources may be required to enter time worked into an agency timekeeping system for audit, chargeback, or capacity management/tracking purposes, at the agencies discretion. The State Agency will receive invoices from the Contractor for approved time monthly. The State Agency will pay invoices in accordance with the Contract terms and conditions. The Contractor will charge the appropriate MSP Mark-up for each resource identified in the invoice.

The Knowledge Services MSP meets the requirement to ensure that the subcontractor network will have its resource(s) enter time weekly within the dotStaff™ VMS. We understand the resource may be required to entire time within the Agency timekeeping system for audit, chargeback, or capacity management / tracking purposes and, at the Agencies discretion and for efficiency and accuracy purposes, Knowledge Services agrees to create interfaces to other Agency timekeeping system(s). Time entry and associated invoice(s) will identify and detail funding source(s) and percentages, cost centers, projects, resources, Agencies, managers, etc.

The entered time by the resource in the dotStaff™ VMS will be approved by the appropriate person within the State Agency. The dotStaff™ VMS will automatically generate an invoice off approved time. Knowledge Services' MSP will submit invoices to the State Agency as required. The invoice will provide, at a minimum, the position title, resource name, beginning / end dates of service, hourly rate, total hours and total amount due as well as include the appropriate MSP mark-up fee for each resource identified in the invoice. We understand that the State Agency will pay invoices in accordance with the Contract terms and conditions.

The dotStaff™ technology allows for mobile and web-based time and SOW project milestone entry for the subcontractors, project team and resource to enter time worked and milestones completed. The resource will need to access the internet and log in to the dotStaff™ VMS through a standard browser or using the dotStaff™ mobile app to enter the time worked. Similarly, the State user time approvers are able to access the on-line time sheets for purposes of time and milestone approval.

Our standard on-line time entry and approval process is as follows:

1. The resource enters time. Time can be associated with funding source(s), cost center(s) and / or project(s).
2. The State Agency user is notified via SMS notifications, e-mail and on-line alerts each week if there is time to approve.
3. The State Agency user goes on-line to approve time sheets, which will update the transaction status to "approved."
4. The dotStaff™ invoice engine initiates and creates an invoice for all approved transactions, expenses and milestones; providing transaction details including funding source(s), cost center(s), project(s), department(s), manager(s), etc.; status within dotStaff™ changes to "invoiced."

This same process is followed for expenses as well as deliverable / milestone-based project billings. The subcontractor has complete transparency of the process and status.

- **Help desk support** - The State requires the solution to provide helpdesk services to the State and suppliers (8 a.m. to 5 p.m., local time for any US time zone) to address VMS issues, to respond to general inquiries regarding the staff augmentation program and to respond to general requests for information or assistance.

Knowledge Services meets the State requirements for helpdesk support services, as both VMS and MSP Program support will be available locally by our industry expert MSP program team. This team is also supported by both our corporate support and development teams. Support methods include in-person, phone, email, on-line chat and web-conference. Support times and methodology are described below.



The MSP program team will provide all applicable program and VMS support from 8:00 AM – 5:00 PM local time Monday – Friday. An emergency / after-hours number is made available and is staffed 24 / 7 / 365 to ensure any urgent issues are addressed on behalf of the State or one of the MSP program subcontractors.

Urgent issues are responded to within two hours, while all other inquiries will be responded to by the support team within four hours. The MSP program team provides Tier 1 support for all program and VMS related issues. Any technical issue that cannot be resolved by the program team within two hours will be escalated to Tier 2 support.

Tier 2 support is responsible for the resolution of VMS technical issues. 93% of inbound Tier 2 calls are resolved during the initial call. The remaining 7% of technical issues will be triaged with a resolution timeframe specific to the identified technical issue, and will be communicated to the State.

Support statistics and reports are maintained, tracked and reviewed during weekly management meetings and also presented during our Quarterly Business Reviews (QBRs).

REPORTING AND MEETING REQUIREMENTS

The selected Offeror is responsible for periodic reports and meetings covering activities, problems and recommendations. Supplement Six contains sample reports currently provided by the incumbent contractor.

DAS/OIT Quarterly Meeting: A quarterly meeting will take place among the Contractor's Account Managers, the Contractor's Contract Manager and various DAS/OIT representatives, including the State's Work Representative, to review the quality of service provided to the State by the Contractor. It is at this time the State will evaluate the Contractor on a variety of performance metrics, including, but not limited to, the SLA's as outlined within the Contract. If any service deficiencies are identified across the entire Contract, the Contractor and DAS/OIT representatives will determine a plan of action to ensure that the level of service improves. Remedies for missing specific SLA-defined targets will be imposed. If three consecutive quarterly meetings occur with minimal or no improvement in the identified areas, the Contractor may be considered in default and the State may terminate the Contract.

As part of the meeting, the Contractor must present reports including, but not limited to the following:

- Active enrolled network providers (subcontractors)
- Pending network providers (subcontractors)
- Inactive network providers (subcontractors)
- MBE Set-Aside utilization
- MBE Participation
- Industry trends
- Market Rate and Contract Not-to-Exceed Hourly Rate Review
- Contract utilization by agency and job category
- SLA Performance Review
- Activities seeking potential subcontractors to be added to the enrolled provider network

Quarters are defined by the State as follows:

- Quarter 1: January through March
- Quarter 2: April through June
- Quarter 3: July through September
- Quarter 4: October through December

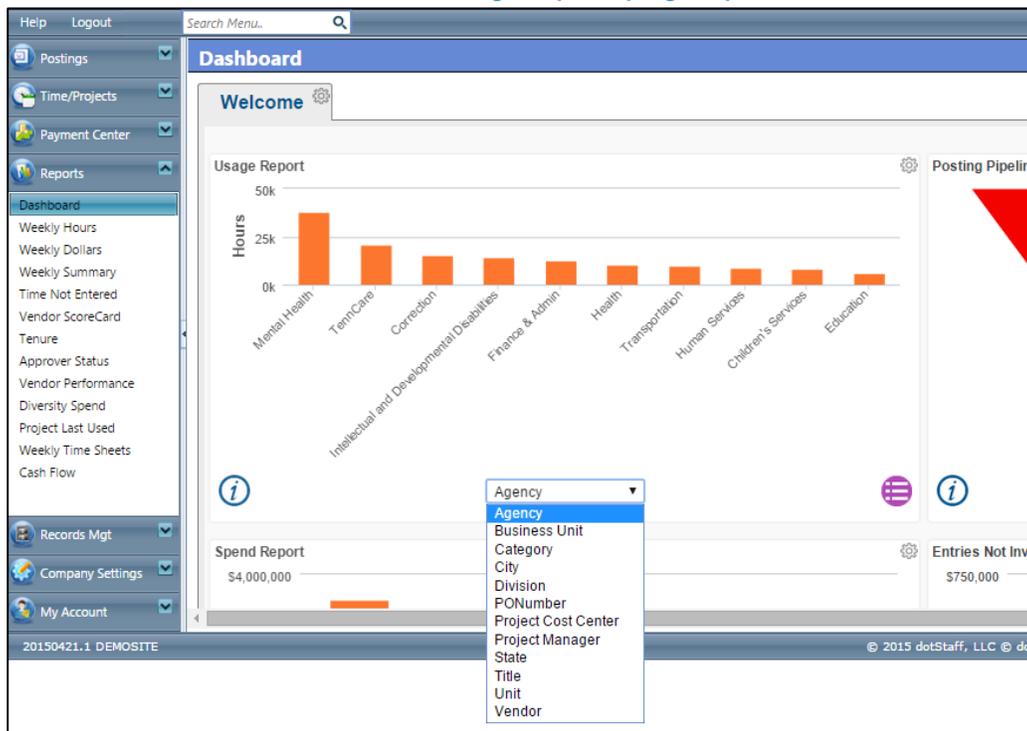
Knowledge Services will meet the State's requirement to present reports on a quarterly basis, and / or upon request, including, but not limited to all RFP identified topics. Additionally, Knowledge Services, utilizing dotStaff™'s powerful predictive analytics and Business Intelligence (BI) capabilities, can assist in providing better outcomes, more informed decision making and actionable insights. dotStaff™ is exceptionally capable of collecting, mining, organizing and analyzing, direct State of Ohio MSP program data combined with raw, relevant non-MSP data for contextual intelligence, analytical predictive insights and decision support. Knowledge Services, supported by dotStaff™, can identify underlying relationships from multiple data sources and provide a basis for predictive models resulting in pattern and risk detections and statistical trends for DAS and OIT leadership.

Knowledge Services understands that quarterly meetings are an important factor to review quality control. A program review is performed in all of our MSP programs in order for the MSP program team to ensure

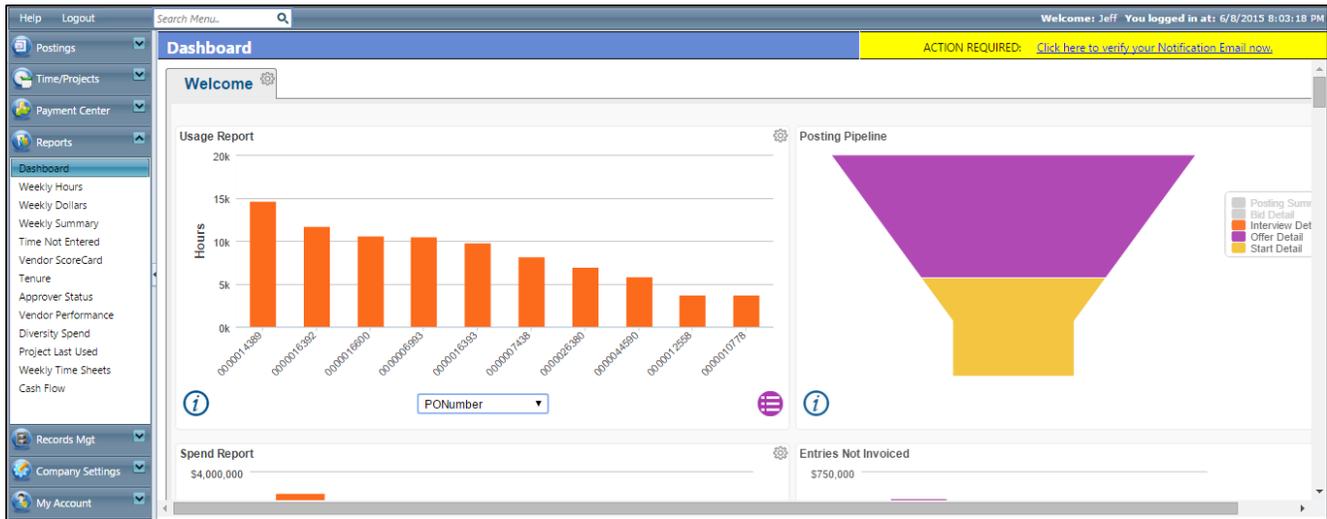
client and subcontractor administrative burdens are minimal, subcontractor interest and engagement is maximized, candidate quality and retention is unparalleled, critical and actionable decision support is timely and of maximum value and cost savings are achieved through real-time market based pricing and process efficiencies. The following components are a fundamental part of our MSP program solutions, and are presented in person by the Knowledge Services Executive Director and MSP program manager during quarterly business review to State management and the Contract manager.

Below are screenshots of the dotStaff™ dashboard and reports to provide a sampling of those available by the Knowledge Services MSP / dotStaff™ VMS.

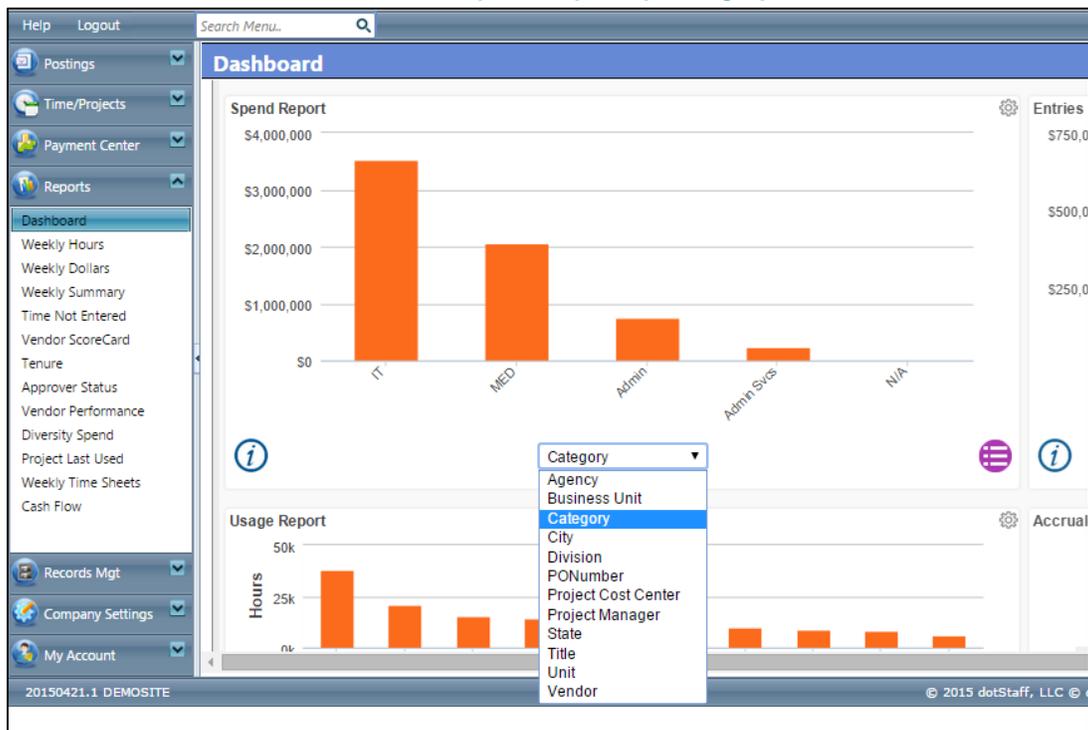
Dashboard: Usage Report by Agency



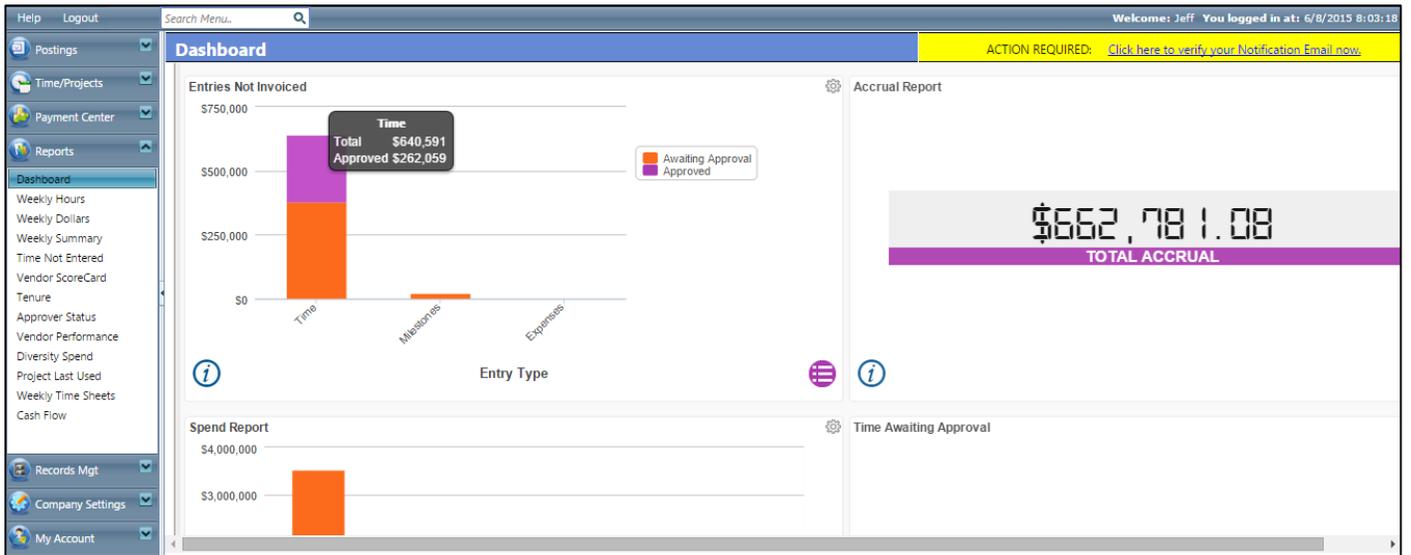
Dashboard: Usage Report by PO Number and Posting Pipeline



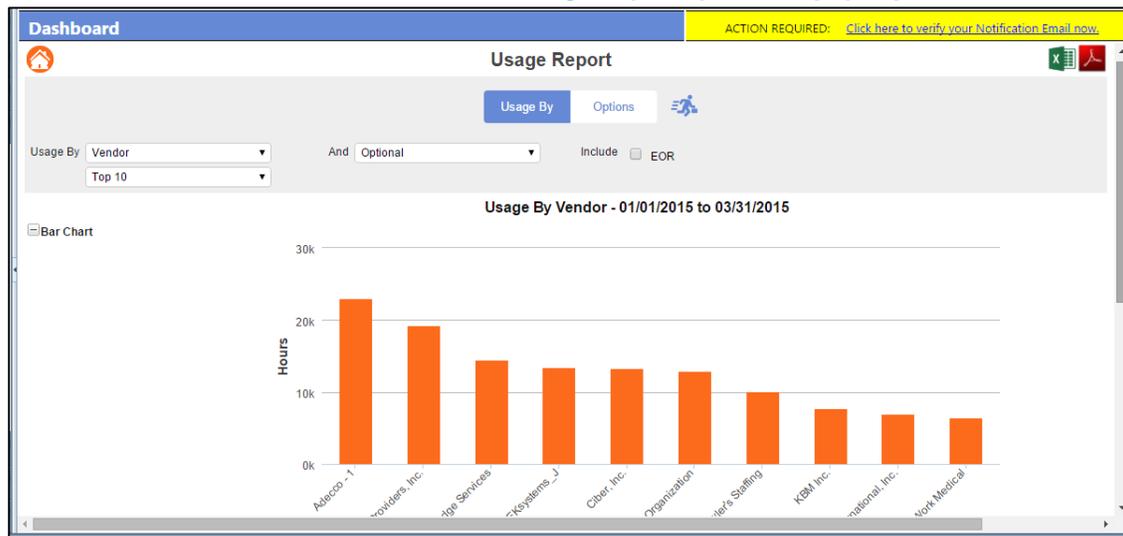
Dashboard: Spend Report by Category



Dashboard: Entries Not Invoiced and Accrual Report



Dashboard: Details from Usage Report by Vendor (Top 10)



Report: Vendor Scorecard

Displaying all Vendors for Selected Categories and All Postings, from 01/01/2015 to 06/08/2015

Vendor	Postings	Positions	Submissions	Position Responses	Starts	Response Rate	Submission per Position	Response Effectiveness	Quality /Starts Per Submission
Fowler's Staffing	5	60	58	58	55	96.67%	0.97	94.83%	94.83%
Cook Systems International, Inc.	34	104	66	66	5	63.46%	0.63	7.58%	7.58%
Latitude 36	35	136	79	79	11	58.09%	0.58	13.92%	13.92%
Allpro Staffnet	24	207	118	118	114	57.00%	0.57	96.61%	96.61%
TEKsystems_J	33	84	47	47	6	55.95%	0.56	12.77%	12.77%
Ciber, Inc.	31	123	68	68	7	55.28%	0.55	10.29%	10.29%
KBM Inc.	33	65	31	31	0	47.69%	0.48	0.00%	0.00%
Modis	40	78	31	31	4	39.74%	0.4	12.90%	12.90%
Zycron Inc.	21	39	14	14	1	35.90%	0.36	7.14%	7.14%
KHI	60	146	12	12	12	8.22%	0.08	100.00%	100.00%
Knowledge Services	54	1510	64	64	27	4.24%	0.04	42.19%	42.19%
Adecco - 1	20	1756	70	70	31	3.99%	0.04	44.29%	44.29%
Acuity Staffing	2	162	162	162	162	0.00%	1	0.00%	100.00%
Angel Healthcare Staffing	2	9	9	9	8	0.00%	1	0.00%	88.89%
Arrington and Associates Consulting, LLC	1	1	1	1	1	0.00%	1	0.00%	100.00%
At Work Medical	2	77	77	77	77	0.00%	1	0.00%	100.00%
Casey Laceyfield	1	1	1	1	1	0.00%	1	0.00%	100.00%
Consolidated Medical Staffing	2	45	45	45	45	0.00%	1	0.00%	100.00%
Decisionwave Technologies Inc.	2	2	2	2	2	0.00%	1	0.00%	100.00%
Delta T Group	2	10	10	10	10	0.00%	1	0.00%	100.00%
Dimiat Consulting LLC	1	1	1	1	1	0.00%	1	0.00%	100.00%
Favorite Healthcare Staffing, Inc.	1	1	1	1	1	0.00%	1	0.00%	100.00%
Guardian Healthcare Providers, Inc.	2	174	174	174	173	0.00%	1	0.00%	99.43%
Maxim Physician Resources	1	3	3	3	3	0.00%	1	0.00%	100.00%
Medical Staffing Network	2	49	49	49	48	0.00%	1	0.00%	97.96%
Milestone Staffing Services	4	222	222	222	217	0.00%	1	0.00%	97.75%
Nationwide Locum Tenens, LLC	1	1	0	0	0	0.00%	0	0.00%	0.00%
NHC Rehabilitation	3	21	21	21	21	0.00%	1	0.00%	100.00%
SkyBridge Global, Inc.	2	2	2	2	2	0.00%	1	0.00%	100.00%
Summit View Health Services	1	4	4	4	4	0.00%	1	0.00%	100.00%
Techdemocracy LLC	2	6	6	6	6	0.00%	1	0.00%	100.00%
Tennessee Opportunity Programs, Inc.	1	8	8	8	8	0.00%	1	0.00%	100.00%
The Columbus Organization	6	166	166	166	155	0.00%	1	0.00%	93.37%
The Renaissance Group	2	12	12	12	12	0.00%	1	0.00%	100.00%

VendorScorecard_report (5)

Provider Network Quarterly Meeting: The Contractor shall hold quarterly meetings with the enrolled network providers to update them with Contract information and performance metrics. The selected Contractor must notify the State when these meetings will occur, at least five (5) business days prior to the date of the meeting. The State reserves the right to attend.

Knowledge Services understands and agrees to the requirement to hold quarterly meetings with the enrolled network providers (subcontractors) to update them with Contract information and performance metrics. We will notify the State at least five (5) business days prior to the date of these meetings, should the State want to attend.

We, as an MSP, can only meet or exceed our SLAs if the subcontractor network meets or exceeds their SLAs. We constantly measure, monitor and mentor the subcontractor network to ensure program compliance, specifically for our MBE and EDGE subcontractor partners.

Knowledge Services' MSP programs continually evaluate subcontractor performance and adherence to State SLAs. Resume submittal response time, fill rate, attrition rate, performance removal, response rate and quality of resumes are reviewed at least quarterly. If a subcontractor is underperforming, a corrective action plan is developed. If improvement is not demonstrated in the agreed upon timeframe, the subcontractor may then be put on probation or endure suspension periods until the subcontractor can demonstrate that requested improvement criteria have been met. At this time, the MSP team will review



subcontractor performance metrics, and will present recommendations to the State regarding further program subcontractor community reductions and / or modifications, should the State allow.

A sample SLA Performance Scorecard is provided below.

Knowledge Services - SLA Performance Scorecard Template

Performance Metric	MSP Goal	Performance Target	Description	Calculation	Frequency of Review	Measurement Attributes		%	Achieved
						Actual	Result	1 = Y, 0 = N	
Requisition Confirmation Response time	4 business hours	92% or higher	Measures average response time from receipt of request to confirmation of request receipt.	Number of requisitions which received confirmation within 4 hours / total number of requisitions.	quarterly	Number Confirmed in <4 hours	Total Received	KPM 1	
								#DIV/0!	#DIV/0!
Resume Submittal Response time	48 Hours	92% or higher	Measures average response time from receipt of request to delivery of first candidate's resume.	Number of requisitions which received resumes for review within 48 business hours / total number of requisitions.	quarterly	# 1st batch in < 48 Hrs.	Total Received	KPM 2	
								#DIV/0!	#DIV/0!
Normal Fill Rate	N/A	92% or higher	Measures Contractor's ability to satisfactorily fulfill requisitions; Indicates how many requisitions are open.	Total number of filled positions at month end / total number of requisitions that have been in place over 2 weeks.	monthly	Total # filled positions	# of Requisitions active over 2 weeks	KPM 3	
								#DIV/0!	#DIV/0!
Urgent Flagged Submittal Response Time	24 Hours	92% or higher	Measures average response time from receipt of URGENT request to delivery of first candidate's resume.	Number of URGENT requisitions that received resumes for review within 24 business hours / total number of URGENT requisitions.	quarterly	# 1st batch in <24 Hrs.	Total Urgent Received	KPM 4	
								#DIV/0!	#DIV/0!
Urgent Fill Rate	N/A	92% or higher	Measures Contractor's ability to fulfill requisitions; Indicates how many requisitions are open.	Total number of URGENT filled positions at month end / total number of requisitions that have been in place over 2 weeks.	monthly	# of Urgent Requisitions active over 2 weeks	Total Number of Urgent Positions Filled	KPM 5	
								#DIV/0!	#DIV/0!
Attrition Rate	Minimize unplanned turnover of resources	8% or lower	Measures resource turnover due to unplanned situations that are not caused by the Client, not including inadequate performance, death, serious illness, etc.	Number of unplanned turnovers / total number of resources entering time in the quarter	quarterly	Number of Unplanned Turnover	Total number of resources entering time in the quarter	KPM 6	
								#DIV/0!	#DIV/0!
Performance Removal	Minimize turnover related to performance	5% or lower	Measures resource turnover due to inadequate resource performance.	Number of turnovers (due to inadequate performance) / total number of resources working in the quarter	quarterly	Number of Turnover due to Performance	Total number of resources entering time in the quarter	KPM 7	
								#DIV/0!	#DIV/0!
Vendor Invoice Payment	Per Payment terms agreed in MSA	92% or higher	Payments made within payment terms agreed by Contractor to Vendor in MSA	Payment term calculation starts when funds are available to Contractor. Payment to Vendor is made when invoice marked completed in VMS system.	quarterly	Total late payments made by Contractor to Vendor	Total payments made by Contractor to Vendor	KPM 8	
								#DIV/0!	#DIV/0!
Customer Service Survey	Manager and Vendor satisfaction	90% or higher	Bi Annual survey of the satisfaction of the agency requestors with the resource(s) placed at that agency by the Contractor.	# of managers who responded with less than 90% Satisfaction / total number of surveys sent	Semi Annual	# of Managers Who Responded with less than 90% Satisfaction	Total Number of Surveys Sent	KPM 9	
								#DIV/0!	1
Offering Opportunity to the Network	Maximize resume submissions from program Contractor's Vendors	70% or higher	Measure of how many resource resumes, provided to the Client after requisition, are from the Contractor's Vendor network.	The total # of MSP resumes provided to the Client / total number of resumes provided to the Client.	quarterly	Total MSP Contractor Resumes to Client	Total Resumes to Client	KPM 10	
								#DIV/0!	#DIV/0!
Usage of Network	Maximize hiring from Contractor's Vendors	90% or higher	Measure of how many Contractor's Vendors' resources are selected by the Client.	Number of Contractor's Vendors' resources selected within period / total number of resources selected within period.	quarterly	Number of Contractor resource selections	Total number Resources selected	KPM 11	
								#DIV/0!	#DIV/0!
Results								Overall Score	#REF!



Quarterly Reports: The Contractor must submit quarterly reports to DAS/OIT within fifteen (15) business days of the quarter’s end. Quarterly reports shall include at a minimum, a summary report with the sales for the period, subtotaled by agency, current hours and bill rates, a detailed report containing the line item details of each PO by agency, bureau/purchasing organization and enrolled network provider (subcontractor), a utilization report and an SLA achievement report.

Knowledge Services understands and agrees to the requirement to submit quarterly reports to DAS / OIT within fifteen (15) business days of the quarter's end and will comply with this requirement. Quarterly reports will be configured to meet the unique needs by Agency. Knowledge Services will also provide, at DAS / OIT request, interface(s) to DAS / OIT systems for transference of requested reports and reporting data.

The reports we will provide to the State will include at minimum:

- A summary report with the sales for the period subtotaled by Agency, current hours and bill rates
- A detailed report containing the line items details of each PO by Agency, bureau / purchasing organization and enrolled network provider (subcontractor)
- A utilization report
- An SLA achievement report

Below are examples reports that are provided during Quarterly Business Reviews (QBRs).

Report: YTD Spend Overview

Spend	2013 Q2	2013 Q3	2013 Q4	2014 Q1	Total
2013	\$12,516,453	\$14,083,761	\$13,809,189		\$40,409,403
2014				\$14,973,626	\$14,973,626

Report: High Level: Positions / Requisitions Overview

Sourcing	2013 Q2	2013 Q3	2013 Q4	2014 Q1	Total
Positions Filled	179	127	114	118	538
Single Sourced	67	64	56	53	240
Submissions	2,583	1,557	2,173	2,081	8,394
Submissions/Position	14	7	14	16	12

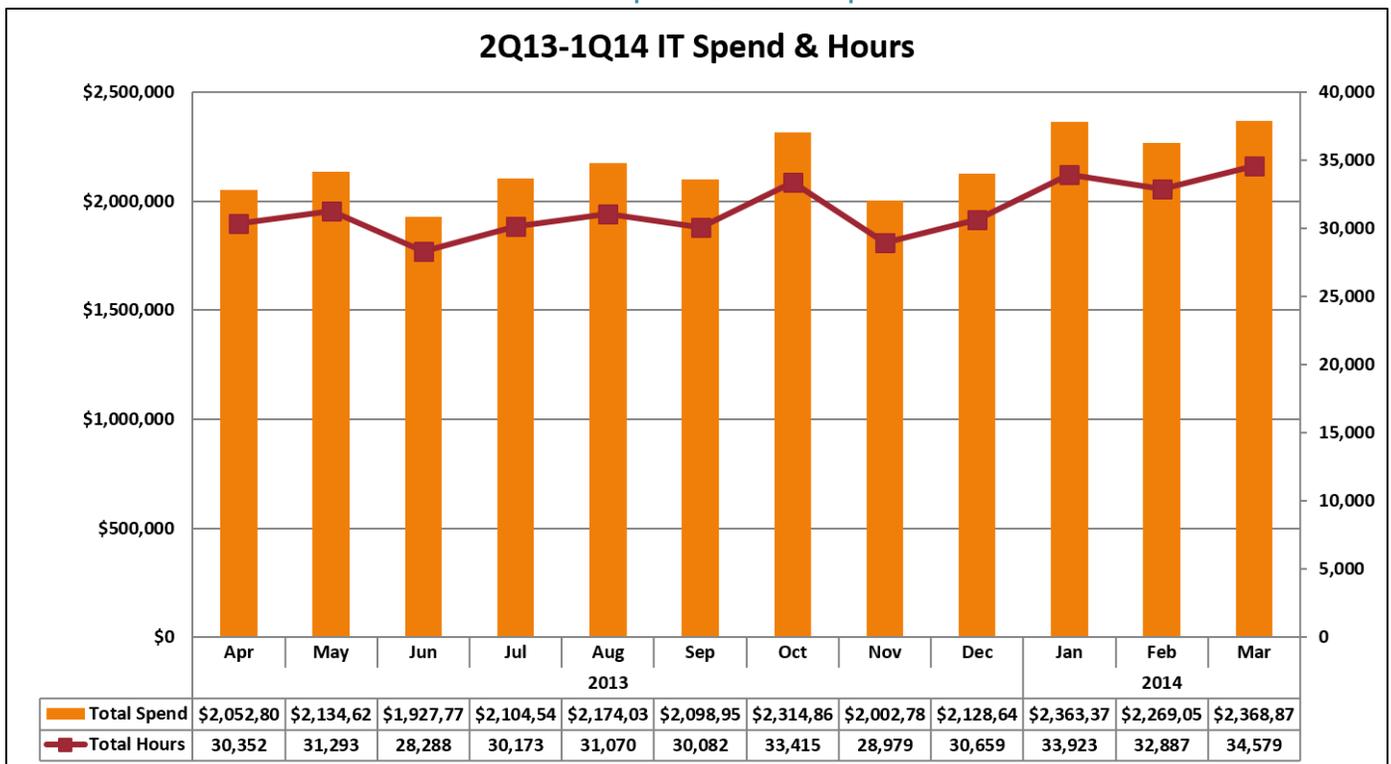
High Level: Hours and Headcount Overview

General	2013 Q2	2013 Q3	2013 Q4	2014 Q1	Total
Hours Entered	165,243	184,078	182,707	191,721	723,749
Headcount Entering Time	488	503	515	537	N/A

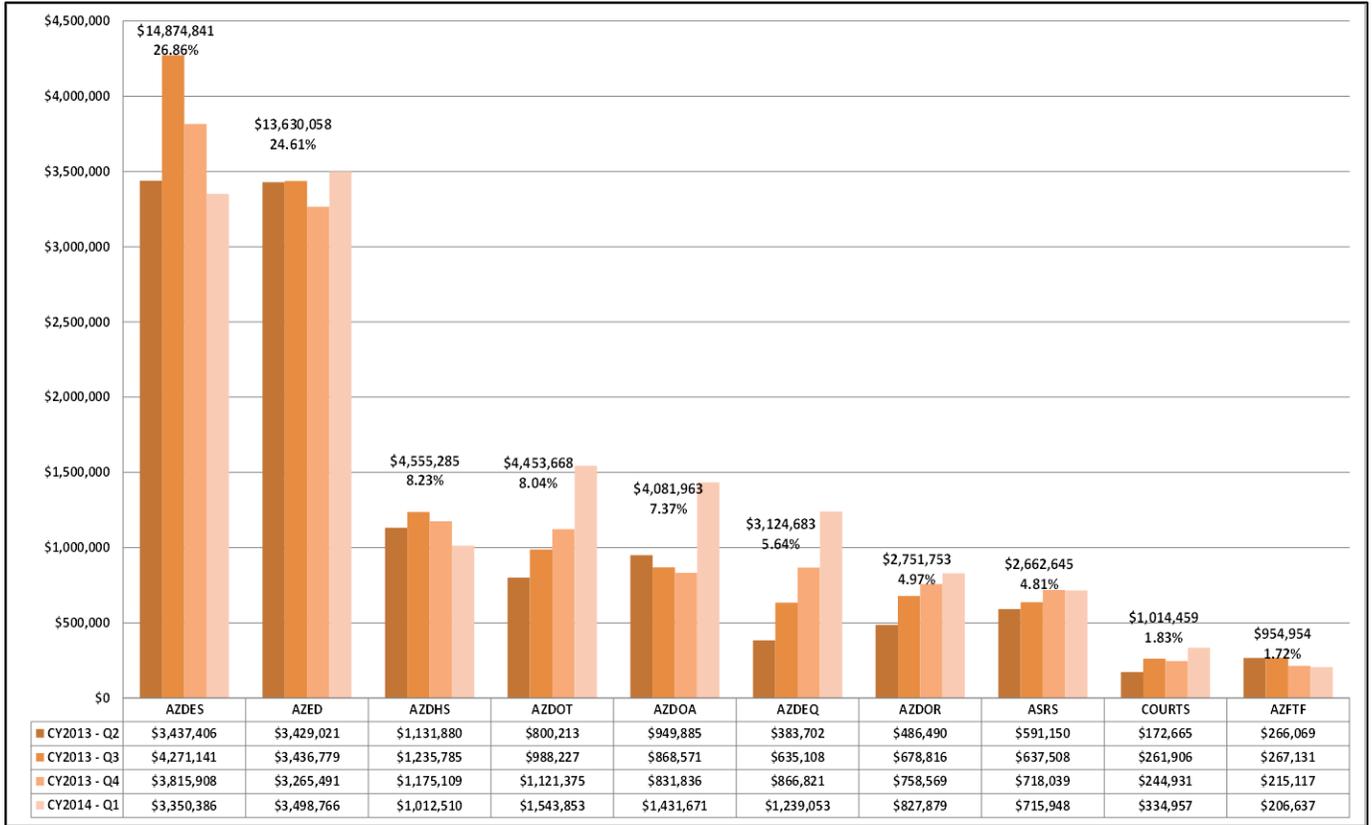
High Level: Supplier Participation Overview

Vendors	2013 Q2	2013 Q3	2013 Q4	2014 Q1
Active Vendors	47	54	51	58
New Vendors	10	12	5	2
Active Diverse Vendors	12	13	13	13

Overview of IT Spend and IT Hours per Month

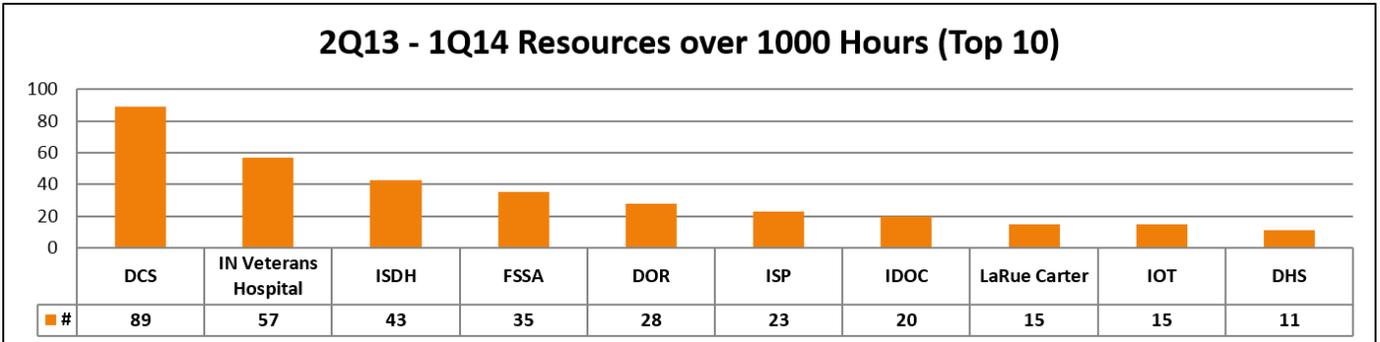


Overview of Top 10 Spend Agencies



Tenure Report - Number of Resources working over 1000 Hours

2Q13 - 1Q14 Resources over 1000 Hours (Top 10)



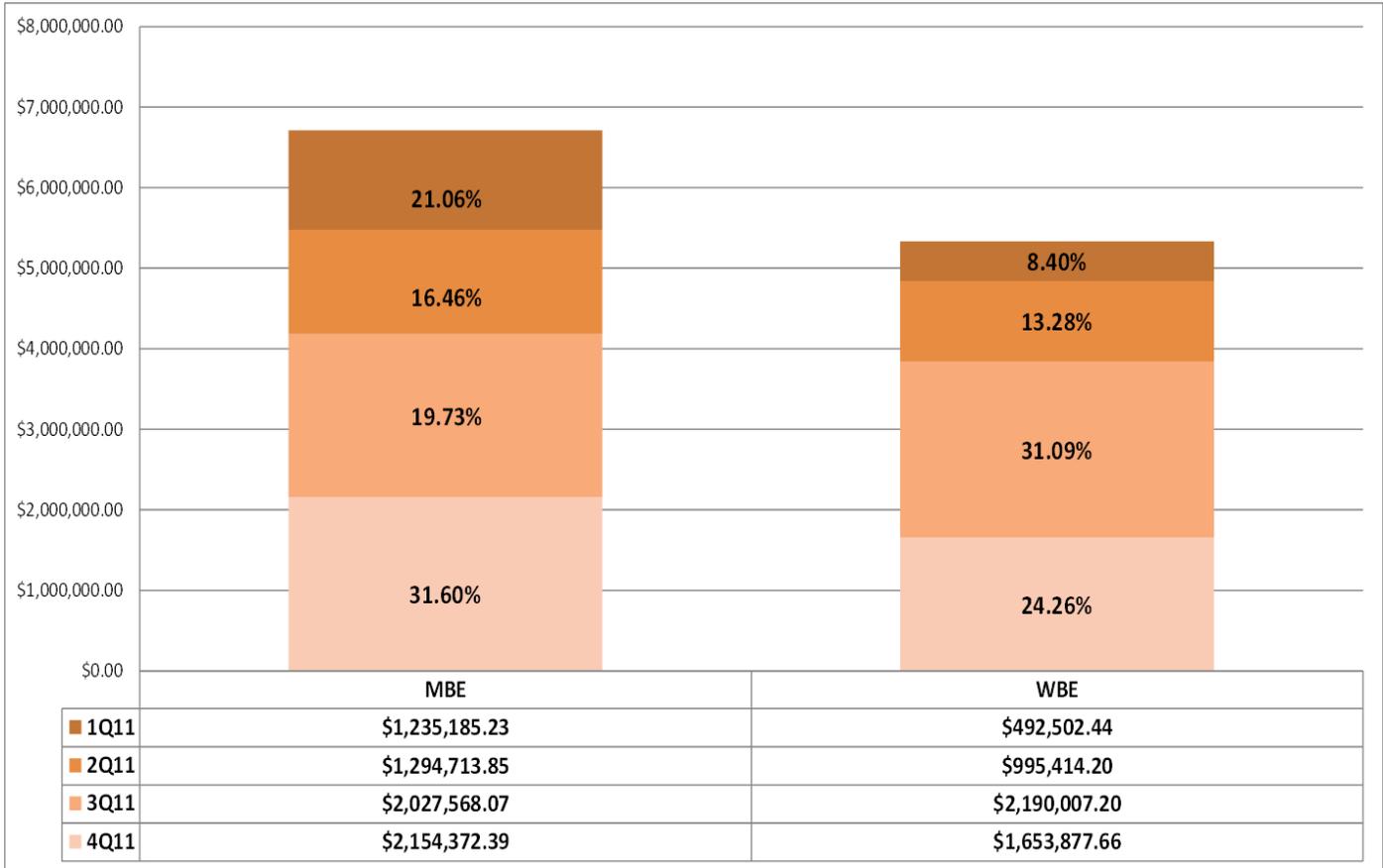
Spend by Agency including Resource Headcount

Agency	Resources	% of Spend	Total Quarter Spend
AZED	127	23.37%	\$3,498,766
AZDES	117	22.38%	\$3,350,386
AZDOT	53	10.31%	\$1,543,853
AZDOA	46	9.56%	\$1,431,671
AZDEQ	37	8.27%	\$1,239,053
AZDHS	38	6.76%	\$1,012,510
AZDOR	46	5.53%	\$827,879
ASRS	23	4.78%	\$715,948
Totals	487	90.96%	\$13,620,066

Spend by Job Title including Resource Headcount

Position Title	# Resources	% of Spend	Total Spend for Quarter
Developer / Analyst 3	92	18.09%	\$2,708,991
Developer / Analyst 2	60	10.56%	\$1,581,551
Project Manager 3	24	5.15%	\$770,519
Analyst / Quality Assurance 2	31	4.79%	\$717,957
Architect / Application 3	15	4.32%	\$646,609
Analyst / Business 2	29	4.02%	\$601,464
Project Manager 2	16	3.43%	\$512,856
ERP Developer 1	15	2.95%	\$441,212
Analyst / Business 3	16	2.71%	\$405,649
Project Manager 1	15	2.53%	\$379,060
Analyst / IT Security 2	10	1.89%	\$283,653
Analyst / Quality Assurance 3	7	1.78%	\$266,005
ERP Developer 2	9	1.67%	\$250,434
Architect / Infrastructure 3	5	1.63%	\$244,263
Technical Support 2	15	1.60%	\$239,723
Administrator / Systems 3	7	1.36%	\$203,539
Technical Support 3	9	1.18%	\$177,298
Programming 3	6	1.17%	\$175,904
Total	381	70.83%	\$10,606,687

Supplier Diversity Report



Monthly Reports: The Contractor must make all monthly reports available to the agencies through the VMS. Monthly reports must contain a utilization report, MBE Set-Aside spend and a PO Limit report if requested by the agency.

Knowledge Services understands and agrees to the requirement to have monthly reports available to Agencies through the dotStaff™ VMS system. Our team will identify, develop, configure and provide Agency and manager identified reports and dashboards, as requested. We provide user-defined reporting at the Statewide, Agency and program unit levels. Report availability is in real time, online and available 24 / 7 / 365 in the VMS system. Reporting is available to the contract administrator, hiring manager and other Contract users. The dotStaff™ VMS providers users the ability to create and run individually configured reports and managed views. Monthly reports will contain, at minimum, the percent of revenue and percent of resources provided through the subcontractor network, a utilization report and a PO limit report (if requested by the Agency).



Ad-hoc Reports: The Contractor must provide any additional reports requested by the State or any State Agency at no additional cost.

Knowledge Services understands and agrees that we must provide any additional reports as requested by the State at no additional cost. The dotStaff™ VMS provides users the ability to create and run individually configured reports, ad-hoc and managed views. We provide personalized training on the use of the dotStaff™ VMS ad-hoc report creation tool and on personalization of existing standard reports.

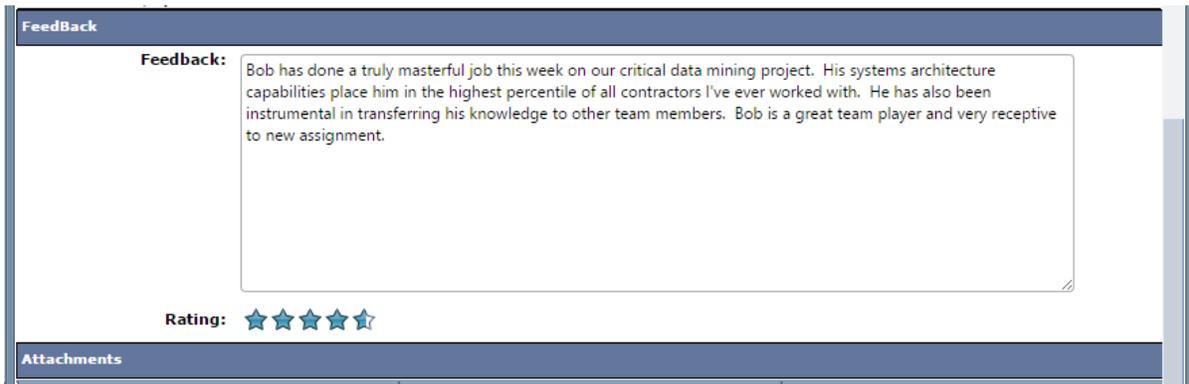
Below is list of available reports.

Program Reporting	Submission Activity	Provides users with standard submission metrics including number of requisitions, number of submissions per supplier, and number of positions filled per supplier.
	Candidate Comparison	Reports candidate comparison information for submissions against an requisition. The report includes candidate name, resume ranking score, supplier name, and date/time of submission.
	Supplier Category Detail	This report provides details about the supplier contained in their online profile. The details include information depicting diversity status, small business status, etc.
	Position Rate Range	The position rate range report shows the full range of all rates specific to a specific job category and title. This report is used in non-competitive environments to validate consistency of rates submitted and is used to report rate ranges in competitive bidding environments.
	Competitive Bid Savings	Used in competitive environments to show reductions from initial bid to final offer.
	Project Savings	Used in competitive environments to show reduction from initial proposal to final offer.
	Baseline Spend	Provides month to month comparison of total spend and can be reported by supplier, agency, location, hiring manager, buy local, etc.
	Supplier Performance	Provides comparative supplier information including number of requisition invitations, number of submissions, number of positions filled, response percentage by supplier, fill (win) percentage by supplier, and quality rating (percent of wins to submissions) by supplier.
	YTD Spend Report	Provides spend information from first of year to current date. This includes spend by location, agency, manager, supplier, buy local, etc.
	Timesheets	Reports all submitted timesheets for the time range defined by the user.
	Expenses Received	Reports all expenses submitted for the time range defined by the user.
	Cash Flow Report	Provides payment status for each phase of the payment cycle from time approval to invoice, to payment, to supplier distribution. This report provides suppliers with status of their payments, and gives the State the ability to see all suppliers' statuses.
	Time Reporting Executive Dashboard	Provides high level overview of time reporting information such as number of timesheets entered, number of timesheets awaiting approval, number of active resources, etc.
	Postings Executive Dashboard	Provides a high level overview of all details associated with requisitions, such as the number of open positions, average number of submissions per requisition, number of requisitions with no submissions, and additional information that facilitates corrective action when needed.
	Submission Tracking	Reports all active candidate submissions and includes requisition identifier, candidate name, submitted rate, resume score, and supplier name.
Contracted Resources	Reports all active or historic contracts for resources provided by a supplier. Includes requisition identifier, supplier name, resource name, bill rate, and status.	
Quarterly Client Business Review Reports	Spend Report	Provides spend analysis by agency, manager, supplier, buy local, and may be provided in other segmentation as defined by the Client.
	Utilization Report	Provides the Client with total resource utilization hours as well as hours by agency, manager, supplier, etc.
	Longevity Report	Reports the resources and length of time they have worked for the Client from inception of MSP program. This report is designed to allow the Client to impose term limits or force adherence to rate decrease clauses based on duration of engagement.
	State Based Resource and Supplier Report	Provides number and percentage of State based resources and suppliers utilizations compared to overall resource and supplier utilization and spend.
	Small Business Enterprise Report	Provides number and percent of Small Business Enterprise resources utilized compared to overall resource utilization and spend.
	Supplier Performance Report	Provides comparative supplier information including number of requisition invitations, number of submissions, number of positions filled, response percentage by supplier, fill (win) percentage by supplier, and quality rating (percent of wins to submissions) by supplier.
Time Reports	Job Titles	Provides time usage by Job Titles
	Resource Name	Provides time history by Resource Name
	Supplier Name	Provides time usage for resources associated with Suppliers
	Dates Worked	Reports on time history over a specific set of Dates Worked
	Diversity Category	Reports on time worked in specified Diversity Categories as defined by the State
	Department or Agency	Time worked reports arranged by Department/Agency breakdown
Labor Quality	Employee Performance	Track and monitor performance. Attainment of quality metrics increases productivity and reduces ramp-up and training times
	Account Team Performance	Track and monitor the performance of the account team servicing the account. Metrics are broken down by department or location to include roll-up reports.
	Supplier Performance	Track and monitor overall performance and effectiveness for each supplier. Suppliers are held accountable to the same service standards as Knowledge Services.

Combination Reports	Usage	Time Periods: Weekly, Monthly, Quarterly, Annually, User Defined
		Business Unit: Department, Sub Agency, Seasonal, Category (IT, Medical, Admin, Accounting)
		Other Factors: Manager, Project, Cost Center, Location, Facility, Job Category, Job Title
	Spend	Time Periods: Weekly, Monthly, Quarterly, Annually, User Defined
		Business Unit: Department, Sub Agency, Seasonal, Category (IT, Medical, Admin, Accounting)
		Other Factors: Manager, Project, Cost Center, Location, Facility, Job Category, Job Title
	Savings	Time Periods: Weekly, Monthly, Quarterly, Annually, User Defined
		Business Unit: Department, Sub Agency, Seasonal, Category (IT, Medical, Admin, Accounting)
		Other Factors: Manager, Project, Cost Center, Location, Facility, Job Category, Job Title
Program Compliance	Contract Compliance	Audits are performed on a quarterly basis to ensure contract compliance and integrity of State's information relating to recordkeeping. Audits include compliance issues such as background checks, NDA, drug testing, insurance, etc.
	Supplier Compliance	To ensure account team/operations team is verifying that all supplier documents are in compliance with the contract. Such audits include verification of employee documentation, pre-employment paperwork, insurance, background check, etc.
	On/Off Boarding Compliance	To track and measure compliance with on-boarding process such as State-specific orientations, safety, badging, security, passwords etc. Off-boarding compliance to include collection of badges, shutting down security access etc.
	Satisfaction Surveys	Provides information from hiring managers regarding satisfaction with a multitude of areas
	Employee Management & Issue Resolution	To ensure account team is actively managing and counseling their employees to avoid co- and dual-employment exposure to the State. Track and monitor corrective action plans and notification of problems to ensure swift and smooth resolution.
Vendor Performance Reports	Submission Rates	Provides information relating Vendor Performance to rates being submitted
	Current Placements	Provides information for vendors with current placements and the placement information
	Average Bill Rates	Averages bill rates as submitted by the vendor over time
	Job Titles Filled	Reports on the Vendors placements by Job Title
	Compliance with Rates	Provides information relating to vendors complying or exceeding rates in the requisition
	Compliance w/ Program Requirements	Provides information relating to vendors complying with program requirements as defined by the client in the SLA
	Quality	Reports on the quality of the vendors placements as defined by MSP and client
Program Compliance Reports	Rate Compliance	Provides information relating to vendors complying or exceeding rates in the requisition throughout the program
	Program Compliance / SLA Scorecard	Provides information relating to vendors complying with program requirements as defined by the client in the SLA throughout the program
	Pre-Employment Compliance	Reports on vendors activities for completing Pre-Employment screening
	Quality	Reports on the quality of the vendors placements throughout the program
	Satisfaction Surveys	Provides information from hiring managers regarding satisfaction with a multitude of areas
Program Service & Quality	Response Time	Validate supplier is monitoring system activity and response times
	Resume to Placement Ratio	Monitor and track whether candidate rejections are due to quality, skill, culture or pay rate. Also validates if suppliers are 'resume flooding'
	Replacement Ratio	Monitor total number of replacements, turnover and fall-off including reason codes. Allows for corrective action plans and tracking of cost savings by reducing total replacement and turnover
	Retention & Conversion Ratios	Track number of candidates converted and report on total reduction on a cost per hire basis. Retention levels are tracked to report on total assignment completions ensuring that mission-critical projects are fulfilled with consistent workforce reducing costly training and ramp-up time
Headcount Reports	By Supplier	Number of active placements by supplier
	By Date	Number of active placements over time
	Tenure Report 1,000 hrs.	Resources that have worked over 1,000 hours by specified time period
	Tenure Report 2,000 hrs.	Resources that have worked over 2,000 hours by specified time period
	By Project Name	Number of active placements associated with specific projects
	By Manager	Number of active placements associated with each Manager

Customer Service Survey: The Contractor shall conduct monthly surveys of the satisfaction of the agency for the resource(s) placed at that agency by the Contractor. Surveys must be used to highlight both positive and negative points about the Contractor's processes and resources. Survey results shall be used to identify areas for improvement. All survey metrics must be submitted to the State's Contract Manager no later than ten (10) business days past the end of the month that is being reported on.

Knowledge Services understands and agrees to conduct monthly satisfaction surveys of the Agency for the resource(s) placed to highlight both positive and negative points. As well, the dotStaff™ VMS allows managers to provide resource(s) performance ratings and commentary, all of which is reportable and available to the MSP team, prospective Agency manager, leadership and resource employers. The screenshot below, illustrating both feedback and a 4.6 rating, becomes memorialized in dotStaff™ and encourages peak performance and responsive correction by resource, supplier and MSP to areas requiring improvement.



The screenshot shows a feedback form interface. At the top, there is a header labeled "FeedBack". Below this, the "Feedback:" section contains a text box with the following text: "Bob has done a truly masterful job this week on our critical data mining project. His systems architecture capabilities place him in the highest percentile of all contractors I've ever worked with. He has also been instrumental in transferring his knowledge to other team members. Bob is a great team player and very receptive to new assignment." Below the text box, the "Rating:" section shows five stars, with the first four stars filled and the fifth star partially filled, indicating a 4.6 rating. At the bottom of the form, there is a section labeled "Attachments".

We provide satisfaction surveys and other methods to measure satisfaction and identify areas of improvement. Client satisfaction is ensured and accomplished by measuring Knowledge Services performance and Program results at four levels:

- **Resource:** We will perform a resource performance review monthly per the State's request. We also conduct resource exit interviews. Onboarding and exit surveys will be emailed to the hiring manager at the specified intervals. These surveys are customizable by topic, question format and response format, and may be configured to account for any specific topics desired by the State of Ohio. To foster high response rates, the survey tools can be configured to send auto reminders, and the MSP program manager will personally reach out to the hiring manager if no response to the survey is received. Responses to the questionnaires are measured and reviewed with subcontractors as part of the overall subcontractor program compliance.
- **Subcontractor:** Active participation, program engagement, resource quality and retention. Earning subcontractor community attention to the Program is a key measure of client satisfaction. We measure subcontractor performance on resume quality, market rates, responsiveness and resource retention not emphasizing resume speed and volume.
- **Manager:** Resource quality, reducing or eliminating Program and technology administrative demands (offloading cumbersome, unproductive requirements to the MSP Program team) and speed and ease in addressing and solving issues and problems. We measure manager



satisfaction on happiness with resource quality, subcontractor responsiveness and elimination of Program burdens (entering job requisitions, etc.).

- Stakeholder: Program compliance, cost savings, oversight / governance / transparency, process efficiency gains, business intelligence reporting and Program recommendations for risk mitigation, organizational improvements and streamlined procedures. Stakeholders are satisfied when calculated (compliance, savings, reporting, etc.) expectations have been both met and exceeded.

Knowledge Services will submit all survey metrics to the State's Contract Manager no later than ten (10) business days past the end of the month that is being reported on.

Please refer to the following page for an example of the quality evaluations.

On-Going Quality Evaluation

Circulated after first month, and then every three months



(Sample Questions)

Please use a scale of 1-5, with 5 being the highest, to answer the following.

How well does your self knowledge and/or skills

Comments:

How well does your self procedures?

Comments:

How well does your self responsibilities simulta

Comments:

How well does your self manner; meet work sch

Comments:

How well does your self a contributing team me

Comments:

How does your selected absences, etc.?

Comments:

How well does your self and customers?

Comments:

Candidate Quality and Placement Evaluation

Circulated following initial placement of candidate



(Sample Questions)

Please use a scale of 1-5, with 5 being the highest, to answer the following

	1	2	3	4	5
<p>How would you rate the quality of candidates/resumes received for your requisition?</p> <p>Comments:</p>	<input type="radio"/>				
<p>How would you rate the qualifications of the candidate you selected for your requisition?</p> <p>Comments:</p>	<input type="radio"/>				
<p>What is your satisfaction of overall quality for all candidates submitted to your requisition?</p> <p>Comments:</p>	<input type="radio"/>				
<p>How would you rate the MSP's ability to provide quality resources for your need?</p> <p>Comments:</p>	<input type="radio"/>				
<p>How would you rate the MSP Requisition Process?</p> <p>Comments:</p>	<input type="radio"/>				
<p>How would you rate the MSP On-boarding and Orientation Process?</p> <p>Comments:</p>	<input type="radio"/>				

Support Requirements

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

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

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

Knowledge Services understands it is our responsibility as the Managed Service Provider (MSP) to manage the Project throughout the duration of the Contract. Because of our extensive experience in government MSP programs, we require minimal time and support from the State.

We have attached the table below to illustrate the activity, estimated duration and recommended State of Ohio resource(s) we assume would be required for implementation.

Task	Estimated Duration	State of Ohio Resource(s)
Introductory Call <ul style="list-style-type: none"> • Introduction • Pre-Plan Collaboration • Next Step Defined 	1-2 hours (Week One)	State Sponsor Contract Manager
Envisioning Meeting(s) <ul style="list-style-type: none"> • Program Objectives Prioritization • MSP Service Level Checklist Review • FAQ Review • Message Tailoring • Define Kick-Off Meeting Participants 	1-2 hours (Week One)	State Sponsor Contract Manager
Kick-off Meeting <ul style="list-style-type: none"> • Client Expectation Review <ul style="list-style-type: none"> ○ Communication ○ Address FAQ ○ Anticipated Schedule of Events ○ Time Requirements from Client 	1-2 hours (Week Three)	State Sponsor Contract Manager Client Stakeholders: Power Users, Accounts Payable, Hiring Managers
Discovery Meetings by Department / Agency <ul style="list-style-type: none"> • Map Process • MSP Service Level Verification 	1-2 hours (Week Three)	Power Users Department / Agency Department Head Department / Agency CFO

<ul style="list-style-type: none"> • Accounting <ul style="list-style-type: none"> ◦ Requirements Validation 		
Report of Findings from Discovery Meetings <ul style="list-style-type: none"> • Process Variances • MSP Service Level Variances • Finance Variations • Recommendations 	2 hours (Week Six)	State Sponsor Contract Manager
Report of Findings from Discovery Meetings	2 hours (Week Six)	Stakeholders
Client Education	1 hour (Week Seven)	Hiring Managers Authorized Users Procurement Accounts Payable personnel dealing with Contractors
Desktop Pilot	1.5 hours (Week Eight)	State Sponsor Contract Manager Stakeholders

Throughout the duration of the Contract, we would request the support from State contract manager and stakeholders, consisting of bi-weekly updates from the MSP program team and Contract Manager, as well as Quarterly Business Reviews. The State's contract manager will be included in the bi-weekly updates, which will last approximately 30-60 minutes. The Quarterly Business Reviews include the State's contract manager, stakeholders and any interested power users and will require a time commitment of about 60-90 minutes per meeting.



Proof of Insurance

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

Below we have attached our proof of insurance, which exceeds the requirements listed in Attachment Four.



CERTIFICATE OF LIABILITY INSURANCE

GUIDE-1 OP ID: NS

DATE (MM/DD/YYYY)
12/29/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CoLiance Risk Advisors, LLC 429 N. Pennsylvania, Ste. 202 Indianapolis, IN 46204 Nick Karas	CONTACT NAME: Nancy Swan, CISR PHONE (A/C, No, Ext): 317-236-6161 FAX (A/C, No): 317-236-6149 E-MAIL ADDRESS: nswan@colianceadvisors.com														
INSURED Guidesoft, Inc. dba Knowledge Services; dotStaff, LLC; KHI Solutions, Inc. 5875 Castlecreek Pkwy, Ste 400 Indianapolis, IN 46250	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Philadelphia Insurance Company</td> <td>23850</td> </tr> <tr> <td>INSURER B : Zurich American Insurance Co</td> <td>16535</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Philadelphia Insurance Company	23850	INSURER B : Zurich American Insurance Co	16535	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR W/VD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY		PHPK1211556	07/30/2014	07/30/2015	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
						MED EXP (Any one person) \$ 5,000	
						PERSONAL & ADV INJURY \$ 1,000,000	
						GENERAL AGGREGATE \$ 2,000,000	
						PRODUCTS - COMP/OP AGG \$ 2,000,000	
						\$	
A	AUTOMOBILE LIABILITY		PHPK1211556	07/30/2014	07/30/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per person) \$	
						BODILY INJURY (Per accident) \$	
						PROPERTY DAMAGE (PER ACCIDENT) \$	
						\$	
A	UMBRELLA LIAB		PHUB469160	07/30/2014	07/30/2015	EACH OCCURRENCE \$ 5,000,000	
	<input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					AGGREGATE \$ 5,000,000	
						\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC343491502	01/01/2015	01/01/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				EXCL ND, OH, WA, WY	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
A	PROF LIAB		PHPK1211556	07/30/2014	07/30/2015	CLAIM/AGG 1MIL2MIL	
A	CRIME-\$10,000 DED		PHSD964015	07/30/2014	07/30/2015	3rd PARTY 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER 000002 FOR INFORMATION PURPOSES ONLY	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Payment Address

Payment Address. The Offeror must give the address to which the State will send payments under the Contract.

The address we request the State to send payments under the Contract is:

GuideSoft Inc. dba Knowledge Services
5875 Castle Creek Parkway N Drive
Suite 400
Indianapolis, Indiana 46250



Legal Notice Address

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

The name, title and address we request the State to send legal notices under the Contract is:

Name: Katie Belange

Title: Corporate Counsel

Address:

GuideSoft Inc. dba Knowledge Services

ATTN: Katie Belange, Corporate Counsel

5875 Castle Creek Parkway N Drive

Suite 400

Indianapolis, Indiana 46250



W-9 Form

W-9 Form. The Offeror must complete a W-9 form in its entirety. The Offeror must submit at least one originally signed W-9. All other copies of a Proposal may contain copies of the W-9. The Offeror must indicate on the outside of the binder which Proposal contains the originally signed W-9. A current version of the Internal Revenue's W-9 form is available at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

Below we have attached our completed W-9 form.



Independent Contractor Acknowledgement Form

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>

GuideSoft Inc. dba Knowledge Services is a business entity with more than five employees and a corporation engaged in business; therefore, we are not an Independent Contractor and do not need to provide the Independent Contractor Acknowledgement Form.



Standard Affirmation and Disclosure Form (EO 2011-2012K)

Standard Affirmation and Disclosure Form (EO 2011-2012K). 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>

Below we have attached our completed Standard Affirmation and Disclosure Form (Attachment Nine).



ATTACHMENT NINE:
STANDARD AFFIRMATION AND DISCLOSURE FORM
EXECUTIVE ORDER 2011-2012K

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

CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE:

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

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

- 1. Principal location of business of Contractor:

5875 Castle Creek Parkway N Dr, Suite 400
(Address)

Indianapolis, Indiana 46250
(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:

5875 Castle Creek Parkway N Dr, Suite 400
(Address)

Indianapolis, Indiana 46250
(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 - CONTINUED

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:
701 Congressional Blvd., Suite 100 (Address)
Carmel, Indiana 46032 (Address, City, State, Zip)

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

Form with five rows for sub-contractor information, each row containing a line for Name and a line for Address, City, State, Zip.

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

5875 Castle Creek Parkway N Dr, Suite 400 (Address)
Indianapolis, Indiana 46250 (Address, City, State, Zip)

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

Form with four rows for sub-contractor information, each row containing a line for Name and a line for Address, City, State, Zip.

Acceptance of Attachment Four – General Terms and Conditions

Acceptance of Attachment Four – General Terms and Conditions. Offerors must include the entire content of Attachment Four as a single section in their proposal. The Offerors 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.

Below we have included Attachment Four. With our acceptance of the Attachment, we have read, understand and agree to the General Terms and Conditions contained in Attachment Four.

ATTACHMENT FOUR: GENERAL TERMS AND CONDITIONS

PART ONE: PERFORMANCE AND PAYMENT

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

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

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

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

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

But the State also may have certain obligations to meet. Those obligations, if any, also are listed in the RFP Documents. If the State agrees that the Contractor's failure to meet the delivery, milestone, or completion dates in the RFP Documents is due to the State's failure to meet its own obligations in a timely fashion, then the Contractor will not be in default, and the delivery, milestone, and completion dates affected by the State's failure to perform will be extended by the same amount of time as the State's delay. The Contractor may not rely on this provision unless the Contractor has in good faith exerted reasonable management skill to avoid an extension and

has given the State meaningful written notice of the State's failure to meet its obligations within five business days of the Contractor's realization that the State's delay may impact the Work. The Contractor must deliver any such notice to both the Work Representative and Procurement Representative and title the notice as a "Notice of State Delay." The notice must identify any delay in detail, as well as the impact the delay has or will have on the Work. Unless the State decides, in its sole and exclusive judgment, that an equitable adjustment in the Contractor's Fee is warranted in the case of an extended delay, an extension of the Contractor's time to perform will be the Contractor's exclusive remedy for the State's delay. Should the State determine that an equitable adjustment in the Contractor's Fee is warranted, the equitable adjustment will be handled as a Change Order under the Changes Section of this Contract, and the extension of time and equitable adjustment will be the exclusive remedies of the Contractor for the State's delay.

The State seeks a complete solution to what the Work is intended to accomplish, and the Contractor must provide any incidental items omitted in the RFP Documents as part of the Contractor's Firm Fixed Mark-up percentage . All required components and processes for the Work to be complete and useful to the State are included in the Work and the Firm Fixed Mark-up percentage , unless the RFP expressly provides otherwise.

Compensation: In consideration of the Contractor's promises and satisfactory performance, the State will pay the Contractor the Firm Fixed Mark-up percentage fee identified in this RFP (the "Fee"). In no event, however, will payments for staff augmentation services under this Contract exceed the hourly rate of the specific staff augmentation resource plus the Firm Fixed Mark-up percentage without the prior written approval of the Department of Administrative Services. The Contractor's right to the Fee is contingent on the complete and satisfactory performance of the Work or, in the case of milestone payments or periodic payments of an hourly, daily, weekly, monthly, or annual rate, all relevant parts of the Work tied to the applicable milestone or period. Payment of the Fee also is contingent on the Contractor delivering a proper invoice and any other documents the RFP Documents require. An invoice must comply with the State's then current policies regarding invoices and their submission. The State will notify the Contractor in writing within 15 business days after it receives a defective invoice of any defect and provide the information necessary to correct the defect.

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

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

If the State has already paid the Contractor on an invoice but later disputes the amount covered by the invoice, and if the Contractor fails to correct the problem within 30 calendar days after written notice, the Contractor must

reimburse the State for that amount at the end of the 30 calendar days as a nonexclusive remedy for the State. On written request from the Contractor, the State will provide reasonable assistance in determining the nature of the problem by giving the Contractor reasonable access to the State's facilities and any information the State has regarding the problem.

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

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

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

Reimbursable Expenses shall not include expenses incurred by employees and consultants in connection with the services including but not limited to airfare, parking, car rental, hotel, meals and tips associated with travel, increased insurance premiums resulting from additional insurance coverage(s) requested by the State, printing, plotting, and courier and overnight delivery expenses. Expenses of this nature are to be included in the Contractor's proposal as part of the proposed fee structure and (if applicable) hourly proposed rate of Contractor personnel.

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

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

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

Employment Taxes. All people furnished by the Contractor (the "Contractor Personnel") are employees or subcontractors of the Contractor, and none are or will be deemed employees or contractors of the State. No Contractor Personnel will be entitled to participate in, claim benefits under, or become an "eligible employee" for purposes of any employee benefit plan of the State by reason of any work done under this Contract. The Contractor will pay all federal, state, local, and other applicable payroll taxes and make the required contributions,

withholdings, and deductions imposed or assessed under any provision of any law and measured by wages, salaries, or other remuneration paid by or which may be due from the Contractor to the Contractor Personnel. The Contractor will indemnify, defend (with the consent and approval of the Ohio Attorney General), and hold the State harmless from and against all claims, losses, liability, demands, fines, and expense (including court costs, defense costs, and redeemable attorney fees) arising out of or relating to such taxes, withholdings, deductions, and contributions with respect to the Contractor Personnel. The Contractor's indemnity and defense obligations also apply to any claim or assertion of tax liability made by or on behalf of any Contractor Personnel or governmental agency on the basis that any Contractor Personnel are employees or contractors of the State, that the State is the "joint employer" or "co-employer" of any Contractor Personnel, or that any Contractor Personnel are entitled to any employee benefit offered only to eligible regular fulltime or regular part-time employees of the State.

Independent Contractor Acknowledgement. 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

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

PART TWO: WORK AND CONTRACT ADMINISTRATION

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

Other Contractors. The State may hold other contracts for additional or related work, including among others independent verification and validation (IV&V) efforts for the Work. The Contractor must fully cooperate with all other contractors and State employees and coordinate its Work with such other contractors and State employees as may be required for the smooth and efficient operation of all related or additional work. The Contractor may not act in any way that may unreasonably interfere with the work of any other contractors or the State's employees. Further, the 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. And the Contractor must keep all Work-related records and documents at its principal place of business or at its office where the work was performed. 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 provided by the Contractor to the State. This audit right also applies to the State's duly authorized representatives and any person or organization providing financial support for the Work. State audit rights shall apply to those Contractor materials that are required to verify the accuracy of a Contractor invoice to the State inclusive of: Contractor personnel timesheets; Contractor purchased or provided equipment for benefit of the State that shall remain in the State's possession; State deliverable acceptance documentation; any required State written approvals as required herein; final work products and deliverables; any partial or incomplete work products or deliverables that should the Contractor submit for partial compensation from the State as a result of termination of this contract.

Right to Terminate as a Result of Audit Findings. In the event the State determines that the results of any examination of the Contractor is unsatisfactory per the requirements of the Contract and not remedied within a 90 day period following written notice from the State, the State may terminate this Agreement, in part or in full.

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.

If the Contractor fails to satisfy the requirements of the State with regard to matters not related to items contained in the preceding two (2) paragraphs, the State will provide Contractor with notice and an opportunity to cure the failure within forty-five (45) days. If the failure is not cured by Contractor within such forty-five (45) 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:

- (a) Workers' compensation insurance, as required by Ohio law, and if some of the Work will be done outside Ohio, the laws of the appropriate state(s) where any portion of the Work will be done. The Contractor also must maintain employer's liability insurance with at least a \$1,000,000.00 limit.
- (b) Commercial General Liability insurance coverage for bodily injury, personal injury, wrongful death, and property damage. The defense cost must be outside of the policy limits. Such policy must designate the State of Ohio as an additional insured, as its interest may appear. The policy also must be endorsed to include a waiver of subrogation. At a minimum, the limits of the insurance must be:

\$ 2,000,000 General Aggregate
\$ 2,000,000 Products/Completed Operations Aggregate
\$ 1,000,000 Per Occurrence Limit

\$ 1,000,000 Personal and Advertising Injury Limit
\$ 100,000 Fire Legal Liability
\$ 10,000 Medical Payments

The Contractor shall, for each policy required by this Contract provide the State with 30-days prior written notice of cancellation, material change, or non-renewal, except a ten (10) day notice of non-payment of premium. And the Contractor's Commercial General Liability must be primary over any other insurance coverage.

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

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

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

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

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

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

within five business days after the decision to remove a person is made or the unavailability of a listed person becomes known to the Contractor.

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

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

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

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

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

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

Suspension and Termination. The State may terminate this Contract 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.

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

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

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

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

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

The State will have the option of suspending rather than terminating the Work, if the State believes that doing so would better serve its interests. In the event of a suspension for the convenience of the State, the Contractor will

be entitled to receive payment for the work performed before the suspension. In the case of suspension of the Work 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.

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

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

Work Responsibilities. The State will be responsible for providing only those things, if any, expressly identified in the RFP Documents. If the State has agreed to provide facilities or equipment, the Contractor, by signing this Contract, warrants that the Contractor has either inspected the facilities and equipment or has voluntarily waived an inspection and will use 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 Office of Information Technology for resolution. If within 30 calendar days following referral to senior management, the claim or dispute has not been resolved, the Contractor must submit its actual costs for materials needed for the change (or estimated amount if the precise amount of materials cannot be determined) and an estimate of the hours of labor required to do the work under the Change Order. The Contractor must break down the hours of labor by employee position, and provide the actual hourly pay rate for each employee involved in the change. The total amount of the equitable adjustment for the Change Order then will be made based on the actual cost of materials (or estimated materials) and actual rate for each person doing the labor (based on the estimated hours of work required to do the change). Labor rates will be increased by 25% to cover benefits and taxes. The equitable adjustment for the Change Order then will be set based on this amount, plus 15% to cover overhead and profit. This amount will be the not-to-exceed amount of the Change Order. If the change involves removing a requirement from the 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.

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

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

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

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

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

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

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

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

Confidentiality of Information. The parties agree that they shall not use any information, systems, or records made available to either party for any purpose other than to fulfill the obligations specified herein, and specifically agree to comply with state and federal confidentiality laws, rules, and regulations applicable to programs under which this Agreement is funded, specifically Title 7 of the Code of Federal Regulations, section 246.26 (d). The terms of this paragraph shall be included in any subcontracts executed by either party for work under this Agreement.

The parties assure that they:

- will maintain applicant and participant confidentiality and not release or allow access to data and information in full or in part to any third person party or program;
- will not present or publish data and information in a manner in which any individual can be identified; and
- will not attempt to link or permit others to link data or information with individually identified records in another database, file, or other information source.

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.

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

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

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

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

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

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

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

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

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

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

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

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

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

PART FOUR: REPRESENTATIONS, WARRANTIES, AND LIABILITIES

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

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

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



the amount of any other Deliverable or item that requires the availability of the infringing Deliverable for it to be useful to the State.

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

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

Limitation of Liability. Neither party will be liable for any indirect, incidental, or consequential loss or damage of the other party, including but not limited to lost profits, even if the parties have been advised, knew, or should have known of the possibility of such damages. Additionally, the Contractor shall be liable for direct or other damages in an amount not to exceed two (2) times the Annual Contract Value, up to a maximum of \$25,000,000. The limitations in this paragraph do not apply to any obligation of the Contractor to indemnify the State against claims made against it or for damages to the State caused by the Contractor's negligence or other tortious conduct.

PART FIVE: ACCEPTANCE AND MAINTENANCE

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

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

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

PART SIX: CONSTRUCTION

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

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

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

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

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

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

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

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

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

PART SEVEN: LAW AND COURTS

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

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



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

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

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

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

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

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, but not limited to 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 DAS Equal Opportunity Division to comply with the affirmative action requirements. Affirmative Action Verification Forms and approved Affirmative Action Plans can be found by going to the Equal Opportunity Departments web site: <http://www.das.ohio.gov/Eod/AEEEO.htm>

USE OF MBE AND EDGE VENDORS. The State encourages Contractor to purchase goods and services from Minority Business Enterprises (MBE) and Encouraging Diversity, Growth, and Equity (EDGE) vendors.



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.



Acceptance of Supplement Two – Security and Privacy, State IT Computing Policy and State Data Handling

Acceptance of Supplement 2 – Security and Privacy, State IT Computing Policy and State Data Handling Requirements. Offerors must include the entire content of Supplement Two as a single section in their proposal. The Offerors must include a statement at the beginning of the section indicating that the Offeror has read, understands and agrees to the Requirements contained in Supplement Two.

Below we have included Supplement Two. With our acceptance of the Supplement, we have read, understand and agree to the Requirements contained in Supplement Two.

Supplement Two

Security and Privacy, State IT Computing Policy and State Data Handling Requirements

Overview and Scope

This Supplement shall apply to any and all Work, Services, Locations and Computing Elements that the Contractor will perform, provide, occupy or utilize in conjunction with the delivery of work to the State and any access of State resources in conjunction with delivery of work.

This scope shall specifically apply to:

- Major and Minor Projects, Upgrades, Updates, Fixes, Patches and other Software and Systems inclusive of all State elements or elements under the Contractor's responsibility utilized by the State;
- Any systems development, integration, operations and maintenance activities performed by the Contractor;
- Any authorized Change Orders, Change Requests, Statements of Work, extensions or Amendments to this agreement;
- Contractor locations, equipment and personnel that access State systems, networks or data directly or indirectly; and
- Any Contractor personnel, or sub-Contracted personnel that have access to State confidential, personal, financial, infrastructure details or sensitive data.

The terms in this Supplement are additive to the Standard State Terms and Conditions contained elsewhere in this agreement. In the event of a conflict for whatever reason, the highest standard contained in this agreement shall prevail.

1. General State Security and Information Privacy Standards and Requirements

The Contractor will be responsible for maintaining information security in environments under the Contractor's management and in accordance with State IT Security Policies. The Contractor will implement an information security policy and security capability as set forth in this agreement.

The Contractor's responsibilities with respect to Security Services will include the following:

- Provide vulnerability management Services for the Contractor's internal secure network connection, including supporting remediation for identified vulnerabilities as agreed.
- Support the implementation and compliance monitoring for State IT Security Policies.
- Provide support in implementation of programs to educate State and Contractor end-users and staff on security policies and compliance.
- Install and update Systems software security, assign and reset passwords per established procedures, assist in processing State security requests, perform security reviews to confirm that adequate security procedures are in place on an ongoing basis, and provide incident investigation support (jointly with the State)
- Perform physical security functions (e.g., identification badge controls, alarm responses) at the facilities under the Contractor's control.

The State will:

- Assist the Contractor in performing a baseline inventory of access IDs for the systems for which the Contractor has security responsibility;

1.1. Portable Devices, Data Transfer and Media

Any encryption requirement identified in this Supplement means encryption that complies with National Institute of Standards Federal Information Processing Standard 140-2 as demonstrated by a valid FIPS certificate number.

Any sensitive State Data transmitted over a network, or taken off site via removable media must be encrypted pursuant to the State's Data encryption standard ITS-SEC-01 Data Encryption and Cryptography.

The Contractor must have reporting requirements for lost or stolen portable computing devices authorized for use with State Data and must report any loss or theft of such to the State in writing as quickly as reasonably possible. The Contractor also must maintain an incident response capability for all security breaches involving State Data whether involving mobile devices or media or not. The Contractor must detail this capability in a written policy that defines procedures for how the Contractor will detect, evaluate, and respond to adverse events that may indicate a breach or attempt to attack or access State Data or the infrastructure associated with State Data. To the extent the State requires the Contractor to adhere to specific processes or procedures in addition to those set forth above in order for the Contractor to comply with the managed services principles enumerated herein, those processes or procedures are set forth in this agreement.

1.2. Limited Use; Survival of Obligations.

Contractor may use PI/SSI only as necessary for Contractor's performance under or pursuant to rights granted in this Agreement and for no other purpose. Contractor's limited right to use PI/SSI expires upon conclusion, non-renewal or termination of this Agreement for any reason. Contractor's obligations of confidentiality and non-disclosure survive termination or expiration for any reason of this Agreement.

1.3. Disposal of PI/SSI.

Upon expiration of Contractor's limited right to use PI/SSI, Contractor must return all physical embodiments to the State or, with the State's permission; Contractor may destroy PI/SSI. Upon the State's request, Contractor shall provide written certification to the State that Contractor has returned, or destroyed, all such PI/SSI in Contractor's possession.

1.4. Remedies

If Contractor or any of its representatives or agents breaches the covenants set forth in these provisions, irreparable injury may result to the State or third parties entrusting PI/SSI to the State. Therefore, the State's remedies at law may be inadequate and the State shall be entitled to seek an injunction to restrain any continuing breach. Notwithstanding any limitation on Contractor's liability, the State shall further be entitled to any other rights or remedies that it may have in law or in equity.

The Contractor will provide resources for the work described herein with natural persons who are lawful permanent residents as defined in 8 U.S.C. 1101 (a)(20) or who are protected individuals as defined by 8 U.S.C. 1324b(a)(3). It also means any corporation, business association, partnership, society, trust, or any other entity, organization or group that is incorporated to do business in the U.S. It also includes any governmental (federal, state, local), entity.

The State specifically excludes sending, taking or making available remotely (directly or indirectly), any State information including data, software, code, intellectual property, designs and specifications, system logs, system data, personal or identifying information and related materials out of the United States in any manner, except by mere travel outside of the U.S. by a person whose personal knowledge includes technical data; or transferring registration, control, or ownership to a foreign person, whether in the U.S. or abroad, or disclosing (including oral or visual disclosure) or transferring in the United States any State article to an embassy, any agency or subdivision of a foreign government (e.g., diplomatic missions); or disclosing (including oral or visual disclosure) or transferring data to a foreign person, whether in the U.S. or abroad

It is the responsibility of all individuals working at the State to understand and comply with the policy set forth in this document as it pertains to end-use export controls regarding State restricted information.

Where the Contractor is handling confidential employee or citizen data associated with Human Resources data, the Contractor will comply with data handling privacy requirements associated with HIPAA and as further defined by The United States Department of Health and Human Services Privacy Requirements and outlined in <http://www.hhs.gov/ocr/privacysummary.pdf>

2. Contractor Responsibilities Related to Reporting of Concerns, Issues and Security/Privacy Issues

2.1. General

If over the course of the agreement a security or privacy issue arises, whether detected by the State, a State auditor or the Contractor, that was not existing within an in-scope environment or service prior to the commencement of any Contracted service associated with this agreement, the Contractor must:

- notify the State of the issue or acknowledge receipt of the issue within two (2) hours;
- within forty-eight (48) hours from the initial detection or communication of the issue from the State, present an potential exposure or issue assessment document to the State Account Representative and the State Chief Information Security Officer with a high level assessment as to resolution actions and a plan;
- within four (4) calendar days, and upon direction from the State, implement to the extent commercially reasonable measures to minimize the State's exposure to security or privacy until such time as the issue is resolved; and
- upon approval from the State implement a permanent repair to the identified issue at the Contractor's cost; and

2.2. Actual or Attempted Access or Disclosure

If the Contractor determines that there is any actual, attempted or suspected theft of, accidental disclosure of, loss of, or inability to account for any PI/SSI by Contractor or any of its subcontractors (collectively "Disclosure"), Contractor must immediately:

- Notify the State within two (2) hours of the Contractor becoming aware of the theft, disclosure or loss;
- Fully cooperate with the State in estimating the effect of the theft, disclosure, or loss on the State and fully cooperate to mitigate the consequences;
- Specify corrective action to be taken; and
- Take corrective action to prevent further occurrences or damage.
- Cooperate fully with all government regulatory agencies and/or law enforcement agencies having jurisdiction to investigate the matter.

2.3. Security Breach Reporting and Indemnification Requirements

- In case of an actual security breach that may have compromised State Data, the Contractor must notify the State in writing of the breach within two (2) hours of the Contractor becoming aware of the breach and fully cooperate with the State to mitigate the consequences of such a breach. This includes any use or disclosure of the State data that is inconsistent with the terms of this Contract and of which the Contractor becomes aware, including but not limited to, any discovery of a use or disclosure that is not consistent with this Contract by an employee, agent, or subcontractor of the Contractor.

- The Contractor must give the State full access to the details of the breach and assist the State in making any notifications to potentially affected people and organizations that the State deems are necessary or appropriate. The Contractor must document all such incidents, including its response to them, and make that documentation available to the State on request.
- In addition to any other liability under this Contract related to the Contractor's improper disclosure of State data, and regardless of any limitation on liability of any kind in this Contract, the Contractor will be responsible for acquiring one year's identity theft protection service on behalf of any individual or entity whose personally identifiable information is compromised while it is in the Contractor's possession. Such identity theft protection must provide coverage from all three major credit reporting agencies and provide immediate notice through phone or email of attempts to access the individuals' credit history through those services.

3. Return of State Data

Upon request made and within 90 days after the effective date of termination or expiration of the Contract, the Service Provider will make available to the State for download its State Data in XML format, at market competitive rates. After such 90-day period, the Service Provider will have no obligation to maintain the State Data covered by an expired Contract and must thereafter, unless legally prohibited, delete the applicable State Data in its systems or otherwise in its possession or under its control.

4. Disentanglement Service

The Service Provider will provide to the State termination Services ("Disentanglement Service") according to the terms of the Disentanglement Plan, in connection with the termination or expiration without renewal of this Contract.

To the extent the Termination Service include any tasks that Service Provider is not otherwise obligated to perform under, the charges will be based on market competitive rates. Termination Service means, to the extent requested by a State, the provisioning of such assistance, cooperation, and information as is reasonably necessary to enable a smooth transition of the Services to the State or its designated third party provider ("Successor") in accordance with the Disentanglement Plan.

As part of Disentanglement Service, the Service Provider will, in accordance with the Disentanglement Plan, manage the migration, to the extent requested and provide such information as the State may reasonably request relating to the number and function of each of the Service Provider personnel performing the Services, and Service Provider will make such information available to the Successor designated by the State.

5. Disentanglement Plan

Upon the State's request, the Service Provider will prepare a disentanglement plan with the input from the State and the Successor, if there is one. The contents of the Disentanglement Plan will be as mutually agreed upon and will include at least the following activities, unless the State and the Service Provider agree otherwise:

- Documentation of existing and planned support activities.
- Identification of the Service and related positions or functions that require transition and a schedule, plan, and procedures for the State or the Successor assuming or reassuming responsibility.

- Description of actions to be taken by the Service Provider, State, and, if applicable, the Successor in performing the disentanglement.
- Description of how the transfer of (i) relevant information regarding the Services, (ii) resources (if any), and (iii) operations will be achieved.
- Description in detail of any dependencies the State and, if applicable, the Successor must fulfill for the Service Provider to perform the Disentanglement Service (including an estimate of the specific staffing and time required).
- Inventory of documentation and work products required to facilitate the transition of responsibilities.
- Identification of significant potential risk factors relating to the transition and in designing plans and contingencies to help mitigate the risk.
- A timeline for the transfer of each component of the Disentanglement Service (including key milestones to track the progress of the transfer).
- A schedule and plan for Service Provider's return to the State of (i) the systems held by the Service Provider and belonging to the State, and (ii) all documents, records, files, tapes, and disks in Service Provider's possession that belong to the State or relate to the migrating system(s).

6. Disentanglement Management Team

The Service Provider will provide a project manager who will be responsible for Service Provider's overall performance of the Disentanglement Service and who will be the primary point of contact for the State and any Successor during the transfer. The State also will appoint a project manager who will be the primary point of contact for Service Provider during the disentanglement period.

7. Operational Transfer

The Service Provider also will provide the State and any Successor access to those resources described in the Disentanglement Plan reasonably necessary during the planning and execution of the Disentanglement Service.

Any migration testing, test plans, back out procedures, and contingency plans shall be as described in the Disentanglement Plan.

After the transfer of the system(s) to the State or a Successor, the Service Provider will give the State or the Successor additional assistance as reasonably requested to facilitate continuity of operations in accordance with the Disentanglement Plan.

8. IRS Publication 1075

In consideration of the mutual promises and obligations contained in the Agreement and this Amendment, the parties agree to add language to the Agreement as follows:

In order to protect risk of loss, breach, or misuse of Federal Tax Information ("FTI") held by certain government agencies, the Internal Revenue Service issued Publication 1075 which requires specific language to be included in any State contract where FTI is involved. If FTI is involved and the following state entities are making the purchase:

- 1) Department of Administrative Services;

- 2) Department of Job and Family Services;
- 3) Department of Medicaid;
- 4) Department of Taxation;
- 5) Attorney General; or
- 6) Cooperative Purchasing Member

then the following IRS Publication 1075 language applies:

I. Performance

In performance of this Contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be done under the supervision of the Contractor or the Contractor's employees.
- (2) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this Contract. Disclosure to anyone other than an officer or employee of the Contractor will be prohibited.
- (3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- (4) The Contractor certifies that the data processed during the performance of this Contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the Contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the Contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (5) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the Contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- (6) All computer systems receiving, processing, storing or transmitting FTI must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operations, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal Tax Information.
- (7) No work involving Federal Tax Information furnished under this Contract will be subcontracted without prior written approval of the IRS.
- (8) The Contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- (9) The agency will have the right to void the Contract if the Contractor fails to provide the safeguards described above.

II. Criminal Sanctions

- (1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee

can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

- (2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the Contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of the officer or employee (United States for Federal employees) in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC 7213A and 7431.
- (3) Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
- (4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (See Exhibit 4, *Sanctions for Unauthorized Disclosure*, and Exhibit 5, *Civil Damages for Unauthorized Disclosure*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. Inspection

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the Contractor for inspection of the facilities and operations provided for the performance of any work under this Contract. On the basis of such inspection, specific measures may be required in cases where the Contractor is found to be noncompliant with contract safeguards.

Additional Value Added Services

Additional Value Added Services – Offerors may describe in this section of their proposal additional value added services or other options relevant to the scope of this solicitation that have not been specifically described elsewhere in the RFP. This section of the proposal response shall not exceed five (5) letter size pages of material. Pricing information is permitted, but offerors must not include this pricing in the Cost Proposal section of their response. This information will not be considered in scoring of offeror proposals.

Knowledge Services is pleased to provide the State of Ohio information on our highly innovative, MSP relevant, additional value added services. Any or all of the following unique and compelling value added services are available for use by DAS / OIT, all State of Ohio agencies and State cooperatives. Our additional value added services were specifically designed for governments and provide improved oversight, compliance and reporting of both direct and indirect labor driven services. Our additional value added services help to ensure that governments provide their citizens with responsive, validated services, improved performance and outcomes and higher quality assistance.

All Labor Categories: Knowledge Services is the only known State and local government MSP provider with proven experience and ability to serve all Agency needs for all labor categories. As an experienced and accomplished MSP provider for Information Technology, as well as clerical / administrative, healthcare, general services, engineering, hospitality services, call center, skilled labor and all other government skill categories, Knowledge Services, under a single contracting vehicle, has provided unparalleled value for all labor related needs.

Total Cost of Ownership: Whether a temporary, contract, contingent, seasonal or Full Time State Employee (FTE), utilizing Knowledge Services' dotStaff™ Vendor and Human Capital Management System, governments can benefit from powerful time, data and activity collection and reporting capabilities. Today more than ever, governments must do more with less. Budget constraints, personnel attrition and citizen demands require responsiveness, agility and accurate accounting of project and services costs. The dotStaff™ Total Cost of Ownership functionality provides Agencies the ability to collect, organize, report, analyze and assess program and services value. Our powerful reporting and embedded predictive analysis tools easily help identify areas where process improvements may be realized.

Mobility: The dotStaff™ technology provides governments uniquely powerful and comprehensive time, event capture, communications and reporting capabilities. dotStaff™ Mobility empowers workers, citizens and Agency management time saving efficiencies not available with other solutions. Both leadership and operations are able to quickly and accurately document project performance and results, eliminating duplicative activities that can result in inaccuracies.

Solution Gateway: The dotStaff™ Solution Gateway provides individuals enhanced project communications, cooperation and outcomes. Dedicated, occasional or project-driven individuals are able to more effectively work toward improved performance, outcomes and measured service quality. Responsiveness and quality management requires cooperation among State personnel, contractors and all associated individuals. The dotStaff™ Solution Gateway delivers unprecedented value to government, vendors and citizens alike.

Document Administration: The ability for Agencies to process information efficiently requires that all documents, from resumes to invoices, be collected, processed and managed digitally. dotStaff™ provides powerful “born digital” functionality, ensuring government entities operate efficiently, effectively and proactively. Our Document Administration capabilities, coupled with the powerful dotStaff™ Predictive Analytics reporting, provides management timely, accurate and actionable reporting and exception reporting.

Resource Assessment and Rating Reporting: Knowledge Services’ dotStaff™ technology incorporates a comprehensive on-line project / resource assessment and rating system that allows for real-time collection of and access to project / resource performance assessments. Detailed and dashboard reporting allows leadership to respond quickly to identified areas of concern and to be more responsive with actionable information that may adversely affect critical projects. All performance assessment information can be collected, sorted and chronicled, allowing for more informative decision making.

System Users: The dotStaff™ system provides State Agencies, managers, users, customers, suppliers, resources, recipients and other user types purpose driven access and functionality. Unlike traditional VMS systems that have limited user(s) and functionality, dotStaff™ provides State Agencies a broad range of unique personal identity types and considered, cross-skill functionality specific to those users.

Project Coordination and Communications: The dotStaff™ system was designed to reduce and eliminate unnecessary, cumbersome and inefficient activities and communications relating to project and assignment coordination. Powerful and configurable system utilities permit system users to coordinate activities directly, eliminating burdensome, repetitive and time demanding actions.

Big Data / Predictive Analytics: Combining the talent and experience of the Knowledge Services Business Intelligence (BI) team with the power of dotStaff™ advanced reporting and predictive analytics system, we are able to provide enormous value to State government in wide ranging ways. The dotStaff™ system is designed to capture massive amounts of direct, indirect and corollary data from broad sources, allowing predictive models and resulting analytics to be assessed.

Our solution will help provide a compelling perspective on wide-ranging topics not likely yet explored by the State by using data we’ve compiled, from our dozens of government and commercial accounts, publicly available sources and State of Ohio specific data capture. By analyzing and comparing massive amounts of information from Agency customers, projects, cases, assignments, supplier and resource activities, Knowledge Services will identify potential risks for the State, as well as opportunities for cost containment, process improvements, fraud prevention, etc. not currently easily realized.

The dotStaff™ advanced reporting solution allows the Knowledge Services business intelligence team to identify, collect and break down data silos, allowing both structured and unstructured data to be more easily analyzed. Our proven model can provide not only DAS, but specific State agencies powerful and timely information.

System support for both Agile and Waterfall development methodologies: Knowledge Services strives to provide ever increasing value to its State clients. While supplier and requisition management, resource quality and cost savings remain priorities in any successful MSP program, advancing IT development methodologies must also be systemically and programmatically supported.

Knowledge Services' MSP programs, enabled by dotStaff™ system development enhancements, can provide DAS, IOT and Agency-specific initiatives tremendous value. Scrum-driven, fast paced sprint environments not only require a different set of resource skills and experiences, but also systems to support differing development methodologies. The MSP team, supported by its VMS technology, must recognize, be knowledgeable on and incorporate needed approaches and methodologies. Partnering with the most experienced and proven supplier network, specific to the States deliverable methodology is critical to identifying and securing the most talented individuals. But equally as important, everyone within the entire supply chain must be supported by and provided the needed system tools. The dotStaff™ system incorporates highly unique functionalities specifically to address these important requirements.

Real-time market rate benchmarking: The dotStaff™ VMS was designed to ensure the State secures the most talented individuals without ever overpaying. By disclosing to all suppliers the lowest submitted rate (without disclosing supplier or candidate name), suppliers are empowered to earn the State's business by voluntarily lowering their rates to the most competitive levels necessary to win the business.

The dotStaff™ VMS provides suppliers with the lowest submitted rate, empowering suppliers to win the business, delivering additional cost savings to the State.

**Reverse
Auction**



When an Agency customer determines there is more than one acceptable candidate, the Knowledge Services local program team will reach out to competing suppliers to request a Best and Final Offer (BAFO), offering a final opportunity for suppliers to win business and provide the State with meaningful, additional savings.

All MSP programs have unavoidable nuances such as varying skill categories, job titles and descriptions that affect the concept of competitive pricing. Furthermore, resource supply and demand affecting quality, retention and rates, will be impacted by geographic variables and macroeconomic influences, etc. Knowledge Services has provided the State with rates based on detailed market rate analysis, ensuring a market driven competitive budget. Additionally, by utilizing the dotStaff™ VMS, Knowledge Services ensures the State achieves maximum savings while striking the ideal competitive balance between resource quality, price and retention.

Regularly scheduled market rate analysis and job title classification and rationalizations are conducted to ensure rates and skill sets are aligned. Knowledge Services is committed to providing a fair and competitive MSP fee that promotes supplier participation and allows for competitive resource pay rates.

Resource interviewing: dotStaff™ allows supplier resource submittals to include brief videos of candidates answering manager requested questions. Combining the dotStaff™ skills matching

engine with asynchronous interview videos ensures only the most qualified candidates are considered, saving time, resources and money.

VMS System designed for Government: The dotStaff™ VMS is one single, fully integrated VMS time keeping, billing and financial system. With the dotStaff™ VMS, all time entered, all time approved, all time invoiced and all invoices paid occur within the same financial system. Suppliers access and report on their activities and never invoice Knowledge Services. Time stamped audit trails for all transactions reside in one system, dotStaff™.

The dotStaff™ VMS was designed to support integrated funding sources, encumbered funds tracking and allocation assignments. This simple yet powerful functionality dramatically reduces the State's administrative and Accounts Payable burdens.

The dotStaff™ VMS was designed with powerful configuration controls which can be conformed to each State Agency or user's needs.

The dotStaff™ VMS, specifically designed for government, is currently in use to serve the needs well beyond the traditional scope of MSP services.

Appendix A – Sampling of Staffing Supplier Commitment Letters

5/20/2015

Julie Bielawski
Knowledge Services
5875 Castle Creek Parkway N Drive
Suite 400
Indianapolis, IN 46250

Dear Julie,

This letter is confirmation that 22nd Century Staffing, Inc. intends to participate as a staffing subcontractor for the State of Ohio, should Knowledge Services be awarded the contract as result of RFP #OA1148.

22nd Century Staffing, Inc. is pleased to have the opportunity to participate with Knowledge Services on this contract. This letter is also our commitment to abide by all State of Ohio procurement regulations and contractual requirements.

Should Knowledge Services sign a contract with the State of Ohio, 22nd Century Staffing, Inc. will participate in the contract by providing temporary staffing services.

Sincerely,

Anupama Sharma
President
22nd Century Staffing, Inc.

5/20/2015

Julie Bielawski
Knowledge Services
5875 Castle Creek Parkway N Drive
Suite 400
Indianapolis, IN 46250

Dear Julie,

This letter is confirmation that Adam Information Technologies, LLC intends to participate as a staffing subcontractor for the State of Ohio, should Knowledge Services be awarded the contract as result of RFP #0A1148.

Adam Information Technologies, LLC is pleased to have the opportunity to participate with Knowledge Services on this contract. This letter is also our commitment to abide by all State of Ohio procurement regulations and contractual requirements.

Should Knowledge Services sign a contract with the State of Ohio, Adam Information Technologies, LLC will participate in the contract by providing temporary staffing services.

Sincerely,

Ricky Shaik
Business Manager
Adam Information Technologies, LLC

May 21, 2015

Julie Bielawski
Knowledge Services
5875 Castle Creek Parkway N Drive
Suite 400
Indianapolis, IN 46250

Dear Julie,

This letter is confirmation that ALLEN, WILLIAMS & HUGHES CO. intends to participate as a staffing subcontractor for the State of Ohio, should Knowledge Services be awarded the contract as result of RFP #OA1148.

ALLEN, WILLIAMS & HUGHES CO. is pleased to have the opportunity to participate with Knowledge Services on this contract. This letter is also our commitment to abide by all State of Ohio procurement regulations and contractual requirements.

Should Knowledge Services sign a contract with the State of Ohio, ALLEN, WILLIAMS & HUGHES CO. will participate in the contract by providing temporary staffing services.

Sincerely,



Jill Hoff
Controller
ALLEN, WILLIAMS & HUGHES CO.



Brown Enterprise Solutions

5935 Wilcox Place, Suite E

Dublin, OH 43016

Phone: 614-588-0248

Fax: 614-588-0272

May 21, 2015

Julie Bielawski
Knowledge Services
5875 Castle Creek Parkway N Drive
Suite 400
Indianapolis, IN 46250

Dear Julie,

This letter is confirmation that Brown Enterprise Solutions intends to participate as a staffing subcontractor for the State of Ohio, should Knowledge Services be awarded the contract as result of RFP #0A1148.

Brown Enterprise Solutions is pleased to have the opportunity to participate with Knowledge Services on this contract. This letter is also our commitment to abide by all State of Ohio procurement regulations and contractual requirements.

Should Knowledge Services sign a contract with the State of Ohio, Brown Enterprise Solutions will participate in the contract by providing temporary staffing services.

Sincerely,



George Brown
President
Brown Enterprise Solutions

CelerityQ

May 21, 2015

Julie Bielawski
Knowledge Services
5875 Castle Creek Parkway N Drive
Suite 400
Indianapolis, IN 46250

Dear Julie,

This letter is confirmation that CELERITYQ intends to participate as a staffing subcontractor for the State of Ohio, should Knowledge Services be awarded the contract as result of RFP #0A1148.

CELERITYQ is pleased to have the opportunity to participate with Knowledge Services on this contract. This letter is also our commitment to abide by all State of Ohio procurement regulations and contractual requirements.

Should Knowledge Services sign a contract with the State of Ohio, CELERITYQ will participate in the contract by providing temporary staffing services.

Sincerely,



Alan Dillman
Partner
CELERITYQ



May 26, 2015

Julie Bielawski
Knowledge Services
5875 Castle Creek Parkway N Drive
Suite 400
Indianapolis, IN 46250

Dear Julie,

This letter is confirmation that Continuity Solutions, Inc. (CSI) intends to participate as a staffing subcontractor for the State of Ohio, should Knowledge Services be awarded the contract as result of RFP # OA1148.

Continuity Solutions, Inc. (CSI) is pleased to have the opportunity to participate with Knowledge Services on this contract. This letter is also our commitment to abide by all State of Ohio procurement regulations and contractual requirements.

Should Knowledge Services sign a contract with the State of Ohio, Continuity Solutions, Inc. (CSI) will participate in the contract by providing temporary staffing services.

Sincerely,



Kenneth D. Sherman
President/CEO
Continuity Solutions, Inc.

 **COOLSOFT LLC**
An Information Technology Company

May 21, 2015

Julie Bielawski
Knowledge Services
5875 Castle Creek Parkway N Drive
Suite 400
Indianapolis, IN 46250

Dear Julie,

This letter is confirmation that COOLSOFT LLC intends to participate as a staffing subcontractor for the State of Ohio, should Knowledge Services be awarded the contract as result of RFP #0A1148.

COOLSOFT LLC is pleased to have the opportunity to participate with Knowledge Services on this contract. This letter is also our commitment to abide by all State of Ohio procurement regulations and contractual requirements.

Should Knowledge Services sign a contract with the State of Ohio, COOLSOFT LLC will participate in the contract by providing temporary staffing services.

Sincerely,



Roger Natarajan
Vice President-HR
COOLSOFT LLC
(502) 327 9805 X 5003

1902 Campus Place, Suite #12, Louisville, KY 40299
Phone: (502) 327-9805 Fax: (888) 528-8727
www.coolsofttech.com info@coolsofttech.com

May 22, 2015

Julie Bielawski
Knowledge Services
5875 Castle Creek Parkway N Drive
Suite 400
Indianapolis, IN 46250

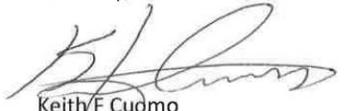
Dear Julie,

This letter is confirmation that cyberThink Inc intends to participate as a staffing subcontractor for the State of Ohio, should Knowledge Services be awarded the contract as result of RFP #0A1148.

cyberThink is pleased to have the opportunity to participate with Knowledge Services on this contract. This letter is also our commitment to abide by all State of Ohio procurement regulations and contractual requirements.

Should Knowledge Services sign a contract with the State of Ohio, cyberThink will participate in the contract by providing temporary staffing services.

Sincerely,



Keith F Cuomo
Business Development Manager
cyberThink Inc



May 19, 2015

Julie Bielawski
Knowledge Services
5875 Castle Creek Parkway N Drive
Suite 400
Indianapolis, IN 46250

Dear Julie,

This letter is confirmation that D3 Planning Solutions LLC intends to participate as a staffing subcontractor for the State of Ohio, should Knowledge Services be awarded the contract as result of RFP #OA1148.

D3 Planning Solutions LLC is pleased to have the opportunity to participate with Knowledge Services on this contract. This letter is also our commitment to abide by all State of Ohio procurement regulations and contractual requirements.

Should Knowledge Services sign a contract with the State of Ohio, D3 Planning Solutions LLC will participate in the contract by providing temporary staffing services.

Sincerely,



Isadore E. Pilart
President
D3 Planning Solutions LLC

05/27/2015

Julie Bielawski
Knowledge Services
5875 Castle Creek Parkway N Drive
Suite 400
Indianapolis, IN 46250

Dear Julie,

This letter is confirmation that DEVCARE SOLUTIONS intends to participate as a staffing subcontractor for the State of Ohio, should Knowledge Services be awarded the contract as result of RFP #0A1148.

DEVCARE SOLUTIONS is pleased to have the opportunity to participate with Knowledge Services on this contract. This letter is also our commitment to abide by all State of Ohio procurement regulations and contractual requirements.

Should Knowledge Services sign a contract with the State of Ohio, DEVCARE SOLUTIONS will participate in the contract by providing temporary staffing services.

Sincerely,

GAYATHRI PRITHIVIRAJ
MANAGER
DEVCARE SOLUTIONS



May 26, 2015

Julie Bielawski
Knowledge Services
5875 Castle Creek Parkway N Drive
Suite 400
Indianapolis, IN 46250

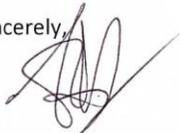
Dear Julie,

This letter is confirmation that Dsys, Inc. intends to participate as a staffing subcontractor for the State of Ohio, should Knowledge Services be awarded the contract as result of RFP #0A1148.

Dsys, Inc. is pleased to have the opportunity to participate with Knowledge Services on this contract. This letter is also our commitment to abide by all State of Ohio procurement regulations and contractual requirements.

Should Knowledge Services sign a contract with the State of Ohio, Dsys, Inc. will participate in the contract by providing temporary staffing services.

Sincerely,



Alexandra Teissonniere
Human Resources Manager
Dsys, Inc.

12700 Century Drive, Suite C • Alpharetta, Georgia 30009 • P: 770-752-5356 • F: 404-393-9095

CONSULTING | STAFFING | DEVELOPMENT

www.dsysisinc.com | www.echildstudy.com

05/21/2015

Julie Bielawski
Knowledge Services
5875 Castle Creek Parkway N Drive
Suite 400
Indianapolis, IN 46250

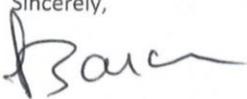
Dear Julie,

This letter is confirmation that ECOM Consulting, Inc. intends to participate as a staffing subcontractor for the State of Ohio, should Knowledge Services be awarded the contract as result of RFP #0A1148.

ECOM Consulting, Inc. is pleased to have the opportunity to participate with Knowledge Services on this contract. This letter is also our commitment to abide by all State of Ohio procurement regulations and contractual requirements.

Should Knowledge Services sign a contract with the State of Ohio, ECOM Consulting, Inc will participate in the contract by providing temporary staffing services.

Sincerely,



Baku Kshatriya
President
ECOM Consulting, Inc.

5/21/15

Julie Bielawski
Knowledge Services
5875 Castle Creek Parkway N Drive
Suite 400
Indianapolis, IN 46250

Dear Julie,

This letter is confirmation that Fast Switch intends to participate as a staffing subcontractor for the State of Ohio, should Knowledge Services be awarded the contract as result of RFP #OA1148.

Fast Switch is pleased to have the opportunity to participate with Knowledge Services on this contract. This letter is also our commitment to abide by all State of Ohio procurement regulations and contractual requirements.

Should Knowledge Services sign a contract with the State of Ohio, Fast Switch will participate in the contract by providing temporary staffing services.

Sincerely,

Michael Grelle
Sales Director
Fast Switch

May 21, 2015

Julie Bielawski
Knowledge Services
5875 Castle Creek Parkway N Drive
Suite 400
Indianapolis, IN 46250

Dear Julie,

This letter is confirmation that Global Executive Solutions Group intends to participate as a staffing subcontractor for the State of Ohio, should Knowledge Services be awarded the contract as result of RFP #OA1148.

Global Executive Solutions Group is pleased to have the opportunity to participate with Knowledge Services on this contract. This letter is also our commitment to abide by all State of Ohio procurement regulations and contractual requirements.

Should Knowledge Services sign a contract with the State of Ohio, Global Executive Solutions Group will participate in the contract by providing temporary staffing services.

Sincerely,



Tadd Blevins
Practice Leader
Global Executive Solutions Group
330-666-3354
tblevins@globalesg.com



May 21, 2015

Julie Bielawski
Knowledge Services
5875 Castle Creek Parkway N Drive
Suite 400
Indianapolis, IN 46250

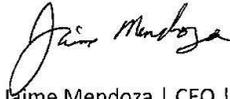
Dear Julie,

This letter is confirmation that GoAhead Solutions intends to participate as a staffing subcontractor for the State of Ohio, should Knowledge Services be awarded the contract as result of RFP #0A1148.

GoAhead Solutions is pleased to have the opportunity to participate with Knowledge Services on this contract. This letter is also our commitment to abide by all State of Ohio procurement regulations and contractual requirements.

Should Knowledge Services sign a contract with the State of Ohio; GoAhead Solutions will participate in the contract by providing temporary staffing services.

Sincerely,

 A handwritten signature in black ink that reads "Jaime Mendoza".

Jaime Mendoza | CEO | GoAhead Solutions
Oracle Software Licensing Sales | Professional Services | Consulting | Recruiting
T: 650 873 7255 | C: 415 271 9117 | jaime@goaheadsolutions.com | www.goaheadsolutions.com
MBE Certified - NMSDC

Thursday, May 21, 2015

Julie Bielawski
Knowledge Services
5875 Castle Creek Parkway N Drive
Suite 400
Indianapolis, IN 46250

Dear Julie,

This letter is confirmation that GLOBALPOINT INC. intends to participate as a staffing subcontractor for the State of Ohio, should Knowledge Services be awarded the contract as result of RFP #OA1148.

GLOBALPOINT INC. is pleased to have the opportunity to participate with Knowledge Services on this contract. This letter is also our commitment to abide by all State of Ohio procurement regulations and contractual requirements.

Should Knowledge Services sign a contract with the State of Ohio, GLOBALPOINT INC. will participate in the contract by providing temporary staffing services.

Sincerely,

Lon Calvin Whitfield

Lon Whitfield Ph.D.
VP Business Development



GlobalPoint Inc.
850 Carolier Lane 4th Floor
North Brunswick, NJ 08902
Phone: 732-332-8892
Office: 732-613-1124
Email: lon@globalpointinc.com
www.globalpointinc.com

May 21st, 2015

Julie Bielawski
Knowledge Services
5875 Castle Creek Parkway N Drive
Suite 400
Indianapolis, IN 46250

Dear Julie,

This letter is confirmation that HCL Global Systems Inc intends to participate as a staffing subcontractor for the State of Ohio, should Knowledge Services be awarded the contract as result of RFP #0A1148.

HCL Global Systems Inc. is pleased to have the opportunity to participate with Knowledge Services on this contract. This letter is also our commitment to abide by all State of Ohio procurement regulations and contractual requirements.

Should Knowledge Services sign a contract with the State of Ohio, HCL Global Systems Inc. will participate in the contract by providing temporary staffing services.

Sincerely,



Durga Prasad Gadde
President
HCL Global Systems Inc.

May 21, 2015

Julie Bielawski
Knowledge Services
5875 Castle Creek Parkway N Drive
Suite 400
Indianapolis, IN 46250

Dear Julie,

This letter is confirmation that Hire IT People intends to participate as a staffing subcontractor for the State of Ohio, should Knowledge Services be awarded the contract as result of RFP #0A1148.

Hire IT People is pleased to have the opportunity to participate with Knowledge Services on this contract. This letter is also our commitment to abide by all State of Ohio procurement regulations and contractual requirements.

Should Knowledge Services sign a contract with the State of Ohio, Hire IT People will participate in the contract by providing temporary staffing services.

Sincerely,



Dan Nandan
CEO
Hire IT People
(917) 577-4989

HMB

May 26, 2015

Julie Bielawski
Knowledge Services
5875 Castle Creek Parkway N Drive
Suite 400
Indianapolis, IN 46250

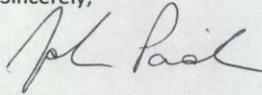
Dear Julie,

This letter is confirmation that HMB intends to participate as a staffing subcontractor for the State of Ohio, should Knowledge Services be awarded the contract as result of RFP #OA1148.

HMB is pleased to have the opportunity to participate with Knowledge Services on this contract. This letter is also our commitment to abide by all State of Ohio procurement regulations and contractual requirements.

Should Knowledge Services sign a contract with the State of Ohio, HMB will participate in the contract by providing temporary staffing services.

Sincerely,



John Paider
President - Capture
HMB

**INTEGRATED TECHNOLOGY SERVICES, INC**

8(a) & DBE Certified by SBA, SWAM Certified by VA State
Govt. IT Solutions Company

DATE: 5/21/2015

Julie Bielawski
Knowledge Services
5875 Castle Creek Parkway N Drive
Suite 400
Indianapolis, IN 46250

Dear Julie,

This letter is confirmation that **Integrated Technology Services, Inc** intends to participate as a staffing subcontractor for the State of Ohio, should Knowledge Services be awarded the contract as result of RFP #0A1148.

Integrated Technology Services, Inc is pleased to have the opportunity to participate with Knowledge Services on this contract. This letter is also our commitment to abide by all State of Ohio procurement regulations and contractual requirements.

Should Knowledge Services sign a contract with the State of Ohio, **Integrated Technology Services, Inc** will participate in the contract by providing temporary staffing services.

Sincerely,

Kiran Kalva

Kiran Kalva
President
Integrated Technology Services, Inc

13624 Flying Squirrel Dr. Herndon VA 20171

Phone: 703-376-8377, 703-587-064, Fax: 703-543-5485, email contact@its-incorp.com URL: <http://www.its-incorp.com>

5-21-15

Julie Bielawski
Knowledge Services
5875 Castle Creek Parkway N Drive
Suite 400
Indianapolis, IN 46250

Dear Julie,

This letter is confirmation that Lead IT Corporation intends to participate as a staffing subcontractor for the State of Ohio, should Knowledge Services be awarded the contract as result of RFP #0A1148.

Lead IT Corporation is pleased to have the opportunity to participate with Knowledge Services on this contract. This letter is also our commitment to abide by all State of Ohio procurement regulations and contractual requirements.

Should Knowledge Services sign a contract with the State of Ohio, Lead IT Corporation will participate in the contract by providing temporary staffing services.

Sincerely,



Leroy Singleton
Senior Vice President
Lead IT Corporation

DATE: 5/19/2015

Julie Bielawski
Knowledge Services
5875 Castle Creek Parkway N Drive
Suite 400
Indianapolis, IN 46250

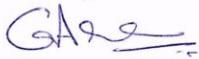
Dear Julie,

This letter is confirmation that TEK Associates LLC., intends to participate as a staffing subcontractor for the State of Ohio, should Knowledge Services be awarded the contract as result of RFP #0A1148.

TEK Associates LLC., is pleased to have the opportunity to participate with Knowledge Services on this contract. This letter is also our commitment to abide by all State of Ohio procurement regulations and contractual requirements.

Should Knowledge Services sign a contract with the State of Ohio, TEK Associates LLC., will participate in the contract by providing temporary staffing services.

Sincerely,



NAME: Aruna Godavarthi
TITLE: Technical Recruiter
VENDOR NAME: Logic Soft Inc.,

22 May 2015

Julie Bielawski
Knowledge Services
5875 Castle Creek Parkway N Drive
Suite 400
Indianapolis, IN 46250

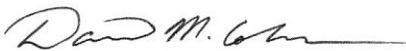
Dear Julie,

This letter is confirmation that Marquette GIS, Inc. intends to participate as a staffing subcontractor for the State of Ohio, should Knowledge Services be awarded the contract as result of RFP #0A1148.

Marquette GIS, Inc. is pleased to have the opportunity to participate with Knowledge Services on this contract. This letter is also our commitment to abide by all State of Ohio procurement regulations and contractual requirements.

Should Knowledge Services sign a contract with the State of Ohio, Marquette GIS, Inc. will participate in the contract by providing temporary staffing services.

Sincerely,



Damian M. Coleman
President & CEO
Marquette GIS, Inc.

5/22/2015

Julie Bielawski
Knowledge Services
5875 Castle Creek Parkway N Drive
Suite 400
Indianapolis, IN 46250

Dear Julie,

This letter is confirmation that **MSys Inc** intends to participate as a staffing subcontractor for the State of Ohio, should Knowledge Services be awarded the contract as result of RFP #0A1148.

MSys Inc is pleased to have the opportunity to participate with Knowledge Services on this contract. This letter is also our commitment to abide by all State of Ohio procurement regulations and contractual requirements.

Should Knowledge Services sign a contract with the State of Ohio, **MSys Inc** will participate in the contract by providing temporary staffing services.

Sincerely,



Raj Mani
Director
MSys Inc



05/27/2015

Julie Bielawski
Knowledge Services
5875 Castle Creek Parkway N Drive
Suite 400
Indianapolis, IN 46250

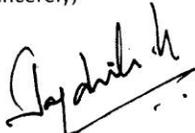
Dear Julie,

This letter is confirmation that ORGSPIRE INC intends to participate as a staffing subcontractor for the State of Ohio, should Knowledge Services be awarded the contract as result of RFP #0A1148.

ORGSPIRE INC is pleased to have the opportunity to participate with Knowledge Services on this contract. This letter is also our commitment to abide by all State of Ohio procurement regulations and contractual requirements.

Should Knowledge Services sign a contract with the State of Ohio, ORGSPIRE INC will participate in the contract by providing temporary staffing services.

Sincerely,



NAME: JAGDISH KANDIKATTU
TITLE: VICE PRESIDENT
VENDOR NAME: ORGSPIRE INC

545 Metro Place South, Suite 100, Dublin, OH 43017
(614) 543-0383 Fax (614) 448-4811 admin@orgspire.com

5/21/2015

Julie Bielawski
Knowledge Services
5875 Castle Creek Parkway N Drive
Suite 400
Indianapolis, IN 46250

Dear Julie,

This letter is confirmation that RaceDog LTd intends to participate as a staffing subcontractor for the State of Ohio, should Knowledge Services be awarded the contract as result of RFP #0A1148.

RaceDog LTd is pleased to have the opportunity to participate with Knowledge Services on this contract. This letter is also our commitment to abide by all State of Ohio procurement regulations and contractual requirements.

Should Knowledge Services sign a contract with the State of Ohio, RaceDog LTd will participate in the contract by providing temporary staffing services.

Sincerely,

Prashanth Tallapureddy
President
RaceDog Ltd

May 21, 2015

Julie Bielawski
Knowledge Services
5875 Castle Creek Parkway N Drive
Suite 400
Indianapolis, IN 46250

Dear Julie,

This letter is confirmation that Rose International, Inc. intends to participate as a staffing subcontractor for the State of Ohio, should Knowledge Services be awarded the contract as result of RFP #0A1148.

Rose International is pleased to have the opportunity to participate with Knowledge Services on this contract. This letter is also our commitment to abide by all State of Ohio procurement regulations and contractual requirements.

Should Knowledge Services sign a contract with the State of Ohio, Rose International will participate in the contract by providing temporary staffing services.

Sincerely,



Teri Elder
Director of State & Local Government
Rose International, Inc.

Dated May 21, 2015

Julie Bielawski
Knowledge Services
5875 Castle Creek Parkway N Drive
Suite 400
Indianapolis, IN 46250

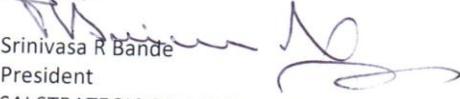
Dear Julie,

This letter is confirmation that SAI STRATEGIC SOLUTIONS INC intends to participate as a staffing subcontractor for the State of Ohio, should Knowledge Services be awarded the contract as result of RFP #0A1148.

SAI STRATEGIC SOLUTIONS INC is pleased to have the opportunity to participate with Knowledge Services on this contract. This letter is also our commitment to abide by all State of Ohio procurement regulations and contractual requirements.

Should Knowledge Services sign a contract with the State of Ohio, SAI STRATEGIC SOLUTIONS INC will participate in the contract by providing temporary staffing services.

Sincerely,


Srinivasa R Bande
President
SAI STRATEGIC SOLUTIONS INC



May 22, 2015

Julie Bielawski
Knowledge Services
5875 Castle Creek Parkway N Drive
Suite 400
Indianapolis, IN 46250

Dear Julie,

This letter is confirmation that Selectus Consulting intends to participate as a staffing subcontractor for the State of Ohio, should Knowledge Services be awarded the contract as result of RFP #OA1148.

Selectus Consulting is pleased to have the opportunity to participate with Knowledge Services on this contract. This letter is also our commitment to abide by all State of Ohio procurement regulations and contractual requirements.

Should Knowledge Services sign a contract with the State of Ohio, Selectus Consulting will participate in the contract by providing temporary staffing services.

Sincerely,

Todd Brown
Partner
Selectus Consulting

05/22/2015

Julie Bielawski
Knowledge Services
5875 Castle Creek Parkway N Drive
Suite 400
Indianapolis, IN 46250

Dear Julie,

This letter is confirmation that **SMART IT PROS INC** intends to participate as a staffing subcontractor for the State of Ohio, should Knowledge Services be awarded the contract as result of RFP #OA1148.

SMART IT PROS INC is pleased to have the opportunity to participate with Knowledge Services on this contract. This letter is also our commitment to abide by all State of Ohio procurement regulations and contractual requirements.

Should Knowledge Services sign a contract with the State of Ohio, **SMART IT PROS INC** will participate in the contract by providing temporary staffing services.

Sincerely,



Radhika R
Corporate Affairs
SMART IT PROS INC

May 29, 2015

Julie Bielawski
Knowledge Services
5875 Castle Creek Parkway N Drive
Suite 400
Indianapolis, IN 46250

Dear Julie,

This letter is confirmation that Softpath System LLC intends to participate as a staffing subcontractor for the State of Ohio, should Knowledge Services be awarded the contract as result of RFP #OA1148.

Softpath System LLC is pleased to have the opportunity to participate with Knowledge Services on this contract. This letter is also our commitment to abide by all State of Ohio procurement regulations and contractual requirements.

Should Knowledge Services sign a contract with the State of Ohio, Softpath System LLC will participate in the contract by providing temporary staffing services.

Sincerely,

Vandana Thakkar
Account Manager
Softpath System LLC



DATE :May 22,2015

Julie Bielawski
Knowledge Services
5875 Castle Creek Parkway N Drive
Suite 400
Indianapolis, IN 46250

Dear Julie,

This letter is confirmation that **SoftSages Technology**, 17 Mystic Lane, Suite 2A, Malvern , PA 19355, **FID #20-2468651** intends to participate as a staffing subcontractor for the State of Ohio, should Knowledge Services be awarded the contract as result of **RFP #0A1148**.

SoftSages Technology is pleased to have the opportunity to participate with Knowledge Services on this contract. This letter is also our commitment to abide by all State of Ohio procurement regulations and contractual requirements.

Should Knowledge Services sign a contract with the State of Ohio, SoftSages Technology will participate in the contract by providing temporary staffing services.

Sincerely,



Jiraj Ruparelia
Vice President
SoftSages Technology

E-Verify & Minority Owned Corporation

17 Mystic Lane, Suite 2A, Malvern, PA 19355 • Phone : +1 (484) 604-0603 • Fax : +1 (484) 604-0602
Email : info@softsages.com • Website : www.softsages.com



Strategy | Technology | Results

Corporate Headquarters

165 Barr Street
Lexington, KY 40507-1321
Tel: (859) 977-4747
Fax: (859) 977-4750
www.ThinkSIS.com

May 23, 2015

Julie Bielawski
Knowledge Services
5875 Castle Creek Parkway N Drive
Suite 400
Indianapolis, IN 46250

Dear Julie,

This letter is confirmation that Software Information Systems, LLC intends to participate as a staffing subcontractor for the State of Ohio, should Knowledge Services be awarded the contract as result of RFP #0A1148.

Software Information Systems, LLC is pleased to have the opportunity to participate with Knowledge Services on this contract. This letter is also our commitment to abide by all State of Ohio procurement regulations and contractual requirements.

Should Knowledge Services sign a contract with the State of Ohio, Software Information Systems, LLC will participate in the contract by providing temporary staffing services.

Sincerely,



Karen Smallwood
Contracts & Compliance Manager
Software Information Systems, LLC

05/26/2015

Julie Bielawski
Knowledge Services
5875 Castle Creek Parkway N Drive
Suite 400
Indianapolis, IN 46250

Dear Julie,

This letter is confirmation that Software People, Inc. intends to participate as a staffing subcontractor for the State of Ohio, should Knowledge Services be awarded the contract as result of RFP #0A1148.

Software People, Inc. is pleased to have the opportunity to participate with Knowledge Services on this contract. This letter is also our commitment to abide by all State of Ohio procurement regulations and contractual requirements.

Should Knowledge Services sign a contract with the State of Ohio, Software People, Inc. will participate in the contract by providing temporary staffing services.

Sincerely,



Sandeep Jain
Sr. Vice President
Software People, Inc.

5/20/15

Julie Bielawski
Knowledge Services
5875 Castle Creek Parkway N Drive
Suite 400
Indianapolis, IN 46250

Dear Julie,

This letter is confirmation that Stanford Solutions Inc intends to participate as a staffing subcontractor for the State of Ohio, should Knowledge Services be awarded the contract as result of RFP #0A1148.

Stanford Solutions Inc is pleased to have the opportunity to participate with Knowledge Services on this contract. This letter is also our commitment to abide by all State of Ohio procurement regulations and contractual requirements.

Should Knowledge Services sign a contract with the State of Ohio, Stanford Solutions Inc will participate in the contract by providing temporary staffing services.

Sincerely,



Krishna Srivastava
Owner/CEO
Stanford Solutions Inc

May 25th, 2015

Julie Bielawski
Knowledge Services
5875 Castle Creek Parkway N Drive
Suite 400
Indianapolis, IN 46250

Dear Julie,

This letter is confirmation that Stealth Entry LLC, Cyber Security Solutions intends to participate as a staffing subcontractor for the State of Ohio, should Knowledge Services be awarded the contract as result of RFP #0A1148.

Stealth Entry LLC, Cyber Security Solutions is pleased to have the opportunity to participate with Knowledge Services on this contract. This letter is also our commitment to abide by all State of Ohio procurement regulations and contractual requirements.

Should Knowledge Services sign a contract with the State of Ohio, Stealth Entry LLC, Cyber Security Solutions will participate in the contract by providing temporary staffing services.

Sincerely,



Israel Arroyo Jr., M.S., CISSP, CEH, GPEN, GWAPT
Founder and CEO
Stealth Entry LLC, Cyber Security Solutions



May 11, 2015

Julie Bielawski
Knowledge Services
5875 Castle Creek Parkway N Drive
Suite 400
Indianapolis, IN 46250

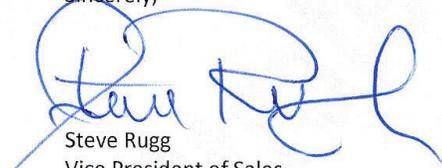
Dear Julie,

This letter is confirmation that Strategic Systems, Inc. intends to participate as a staffing subcontractor for the State of Ohio, should Knowledge Services be awarded the contract as result of RFP #OA1148.

Strategic Systems is pleased to have the opportunity to participate with Knowledge Services on this contract. This letter is also our commitment to abide by all State of Ohio procurement regulations and contractual requirements.

Should Knowledge Services sign a contract with the State of Ohio, Strategic Systems will participate in the contract by providing temporary staffing services.

Sincerely,



Steve Rugg
Vice President of Sales
Strategic Systems, Inc.

**SYSTEMS TECHNOLOGY GROUP, INC.**

3001 W. Big Beaver Rd, Suite 500 • Troy, MI 48084 • 248.643.9010 • 248.643.9250 Fax • www.stgit.com

May 26, 2015

Julie Bielawski
Knowledge Services
5875 Castle Creek Parkway N Drive
Suite 400
Indianapolis, IN 46250

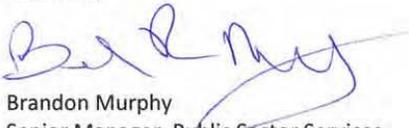
Dear Julie,

This letter is confirmation that Systems Technology Group, Inc. (STG) intends to participate as a staffing subcontractor for the State of Ohio, should Knowledge Services be awarded the contract as result of RFP #0A1148.

Systems Technology Group, Inc. (STG) is pleased to have the opportunity to participate with Knowledge Services on this contract. This letter is also our commitment to abide by all State of Ohio procurement regulations and contractual requirements.

Should Knowledge Services sign a contract with the State of Ohio, Systems Technology Group, Inc. (STG) will participate in the contract by providing temporary staffing services.

Sincerely,



Brandon Murphy
Senior Manager, Public Sector Services
Systems Technology Group, Inc. (STG)
3001 West Big Beaver Road, Suite 500
Troy, Michigan 48084
Voice: 248-712-6711
Cell: 248-312-9278
Email: bmurphy@stgit.com
www.stgit.com



We do IT with PRIDE!



May 22, 15

Julie Bielawski
Knowledge Services
5875 Castle Creek Parkway N Drive
Suite 400
Indianapolis, IN 46250

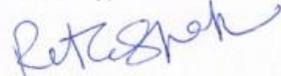
Dear Julie,

This letter is confirmation that tCognition, Inc. intends to participate as a staffing subcontractor for the State of Ohio, should Knowledge Services be awarded the contract as result of RFP #0A1148.

tCognition, Inc. is pleased to have the opportunity to participate with Knowledge Services on this contract. This letter is also our commitment to abide by all State of Ohio procurement regulations and contractual requirements.

Should Knowledge Services sign a contract with the State of Ohio, tCognition, Inc. will participate in the contract by providing temporary staffing services.

Sincerely,



Rita Shah
Accountant / Administrator
tCognition, Inc.

DATE: 05/21/2015

Julie Bielawski
Knowledge Services
5875 Castle Creek Parkway N Drive
Suite 400
Indianapolis, IN 46250

Dear Julie,

This letter is confirmation that tekERP Inc. intends to participate as a staffing subcontractor for the State of Ohio, should Knowledge Services be awarded the contract as result of RFP #OA1148.

tekERP Inc. is pleased to have the opportunity to participate with Knowledge Services on this contract. This letter is also our commitment to abide by all State of Ohio procurement regulations and contractual requirements.

Should Knowledge Services sign a contract with the State of Ohio, tekERP Inc. will participate in the contract by providing temporary staffing services.

Sincerely,

Vikash Mishra
VP Operations
tekERP Inc.

6/1/2015

Julie Bielawski
Knowledge Services
5875 Castle Creek Parkway N Drive
Suite 400
Indianapolis, IN 46250

Dear Julie,

This letter is confirmation that The Select Group intends to participate as a staffing subcontractor for the State of Ohio, should Knowledge Services be awarded the contract as result of RFP #0A1148.

The Select Group is pleased to have the opportunity to participate with Knowledge Services on this contract. This letter is also our commitment to abide by all State of Ohio procurement regulations and contractual requirements.

Should Knowledge Services sign a contract with the State of Ohio, The Select Group will participate in the contract by providing temporary staffing services.

Sincerely,

Lauren Robinson
Proposal & Communications Lead
The Select Group



5/26/15

Julie Bielawski
Knowledge Services
5875 Castle Creek Parkway N Drive
Suite 400
Indianapolis, IN 46250

Dear Julie,

This letter is confirmation that Unique System Skills LLC intends to participate as a staffing subcontractor for the State of Ohio, should Knowledge Services be awarded the contract as result of RFP #OA1148.

Unique System Skills LLC is pleased to have the opportunity to participate with Knowledge Services on this contract. This letter is also our commitment to abide by all State of Ohio procurement regulations and contractual requirements.

Should Knowledge Services sign a contract with the State of Ohio, Unique System Skills LLC will participate in the contract by providing temporary staffing services.

Sincerely,



Santosh Salvi
President
Unique System Skills LLC

USA Office: 30 Concord St. Unit 6 Nashua NH 03064 USA
603-438-9279 – santosh@systemsills.net – www.systemskills.net

VEITS GROUP LLC
7610 Olentangy River Rd Suite 200
Columbus, OH 43235

05/26/2015

Julie Bielawski
Knowledge Services
5875 Castle Creek Parkway N Drive
Suite 400
Indianapolis, IN 46250

Dear Julie,

This letter is confirmation that VEITS GROUP intends to participate as a staffing subcontractor for the State of Ohio, should Knowledge Services be awarded the contract as result of RFP #0A1148.

VEITS GROUP is pleased to have the opportunity to participate with Knowledge Services on this contract. This letter is also our commitment to abide by all State of Ohio procurement regulations and contractual requirements.

Should Knowledge Services sign a contract with the State of Ohio, VEITS GROUP will participate in the contract by providing temporary staffing services.

Sincerely,



Hema Vishnuraman
Controller
VEITS GROUP

May 21, 2015

Julie Bielawski
Knowledge Services
5875 Castle Creek Parkway N Drive
Suite 400
Indianapolis, IN 46250

Dear Julie,

This letter is confirmation that **VisionSoft International Inc** intends to participate as a staffing subcontractor for the State of Ohio, should Knowledge Services be awarded the contract as result of RFP #OA1148.

VisionSoft International Inc is pleased to have the opportunity to participate with Knowledge Services on this contract. This letter is also our commitment to abide by all State of Ohio procurement regulations and contractual requirements.

Should Knowledge Services sign a contract with the State of Ohio, **VisionSoft International Inc** will participate in the contract by providing temporary staffing services.

Sincerely,

Antony Arputharaj

Antony Arputharaj
President
VisionSoft International Inc

Digitally signed by Antony Arputharaj
DN: cn=Antony Arputharaj, o=VisionSoft International
Inc, ou, email=aarputharaj@vsiusa.com, c=US
Date: 2015.05.21 17:53:30 -04'00'



529 Cleveland Street, Clearwater FL - 33755

Ph: (727) 264-1494 | Fax: (727) 269-5567 | info@infisystems.com | www.infisystems.com

April 22nd, 2015

Julie Bielawski
Knowledge Services
5875 Castle Creek Parkway N Drive
Suite 400
Indianapolis, IN 46250

Dear Julie,

This letter is confirmation that Infi Systems, LLC intends to participate as a staffing subcontractor for the State of Ohio, should Knowledge Services be awarded the contract as result of RFP #0A1148.

Infi Systems, LLC is pleased to have the opportunity to participate with Knowledge Services on this contract. This letter is also our commitment to abide by all State of Ohio procurement regulations and contractual requirements.

Should Knowledge Services sign a contract with the State of Ohio, Infi Systems, LLC will participate in the contract by providing temporary staffing services.

Sincerely,



Charlene Goa
HR Manager
Infi Systems, LLC



Appendix B – Staffing Supplier Subcontractor Agreement Master Services Agreement

**-SAMPLE-
MASTER SERVICES AGREEMENT**

This Master Services Agreement (this "Agreement" or "Contract"), dated the _____ day of _____, 20____ (the "Effective Date"), is made by and between GuideSoft, Inc. dba Knowledge Services with an address of 5875 Castle Creek Parkway, Suite 400, Indianapolis, IN 46250, ("Knowledge Services"), and _____, with an address of _____ ("Vendor").

WHEREAS, Knowledge Services has been contracted by the State of Georgia ("the State") to be the Managed Service Provider;

WHEREAS, Knowledge Services desires to engage the Vendor to provide certain temporary and/or direct hire information technology staffing services ("Services") as described herein to the State;

WHEREAS, Vendor desires to undertake such work;

WHEREAS, the parties mutually desire to set forth the terms and conditions under which such Services shall be provided;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Knowledge Services and Vendor agree as follows:

1. SERVICES

- a. Vendor shall provide Services to the State in accordance with the specifications set forth in this Contract, including all Exhibits attached to this Contract, and as specifically set forth in the dotStaff™ vendor management software ("dotStaff" or "Software"). By executing this Contract, Vendor represents that it has the requisite expertise to satisfactorily perform the staffing services as described in this Contract.
- b. This Contract inures to the benefit of the State, and the State may separately rely upon and enforce the provisions of this Contract against Vendor. Any modifications to this Contract shall require the prior approval of the State.
- c. The relationship established by this Contract is nonexclusive. In the event that Knowledge Services and/or the State deems it necessary and appropriate, Knowledge Services may obtain Services and Resources other than through Vendor.

2. LICENSE; OWNERSHIP OF SOFTWARE

- a. Knowledge Services shall administer and manage the process of identifying and acquiring temporary or direct hire labor ("Resource" or "Resources") through Vendor using the Software, in accordance with the terms of this Contract; provided that the State shall make the final selection of any Resources presented by Vendor.
- b. For the Term (as defined below), Knowledge Services hereby grants to Vendor a non-exclusive, non-transferable, non-assignable worldwide, license to access and use the Software hosted on the dotStaff™ website, located at www.dotstaff.com, in conjunction with the terms of this Contract.
- c. The parties hereby acknowledge and agree that all rights, title and interest in and to the Software and the documentation are, and shall remain, vested solely in Knowledge Services or the applicable owner.
- d. Knowledge Services maintains information about Vendor and the fulfillment of Services on servers and/or database systems either used or owned by Knowledge Services. This information includes, but is not limited to, Vendor information, bids, resumes, budget and other information. Vendor agrees that Knowledge Services may use such information in an anonymous, aggregate form for marketing and promotional uses only. Knowledge Services will not sell or otherwise distribute Vendor email addresses, financial information, or any other such information. Knowledge Services shall exercise all reasonable efforts to maintain and preserve the privacy of Vendor. Knowledge Services may, however, disclose Vendor account information in the good faith belief that such action is reasonably necessary

to: (1) comply with a legal order; (2) enforce this Contract; or (3) protect the rights of Knowledge Services. Vendor is entirely responsible for any and all activities that occur in connection with Vendor accounts and passwords. Vendor agrees to keep its password(s) confidential, and to notify Knowledge Services promptly if Vendor has any reason to believe that the security of a Vendor account has been compromised.

- e. Vendor warrants that: (1) it has the authority and the right to enter into this Contract, to perform Services hereunder, and that its obligations hereunder are not in conflict with any other obligations; (2) its Resources have the proper skill, training and background necessary to accomplish assigned tasks; and (3) all Services will be performed in a competent and professional manner, by qualified personnel and will conform to the requirements hereunder.
- f. Knowledge Services makes and Vendor receives **NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
- g. Vendor agrees that it is solely responsible for all actions and communications undertaken or transmitted under its account. Knowledge Services assumes no responsibility or liability for any content entered or otherwise transmitted by Vendor, the State, Resources or any other third parties. Knowledge Services assumes no liability for any mistakes, defamation, slander, libel, falsehoods, omissions, obscenity or pornography that Vendor might encounter through the use of this service.
- h. Knowledge Services reserves the right, but does not have the obligation, to remove any content or materials that it deems objectionable at any time. Knowledge Services may delete Vendor content and/or terminate Vendor accounts which Knowledge Services believes (1) involve fraudulent or illegal content; (2) are the subject of complaints regarding conduct or performance; or (3) are the subject of a government complaint or investigation. Knowledge Services may periodically delete stored resumes and/or other information if it becomes necessary, or in its own discretion, determines is obsolete.
- i. Knowledge Services reserves the right to perform periodic modifications to the Software including but not limited to customary maintenance, bug fixes, and upgrades, as Knowledge Services deems necessary or desirable. Such modifications do not require prior notification of Vendor, and may involve the temporary interruption of the Software, for which Knowledge Services expressly disclaims any liability or responsibility. Knowledge Services will, however, make all reasonable efforts not to disrupt Vendor's access to the Software for an unreasonable period of time.

3. **RATES AND PAYMENT.**

- a. In full and complete consideration for the Services provided hereunder, Vendor shall be compensated in accordance with the rates attached in Exhibit A. Maximum hourly rates will be developed and provided to Vendor. These rates represent the maximum or "not to exceed" rates only, and Vendor shall bid on positions competitively through the Knowledge Services system.
- b. Vendor shall ensure that all Resources it has placed with the State enter time weekly in the dotStaff system, for approval by the State. The State shall receive weekly invoices for approved time from Knowledge Services, and shall submit payment to Knowledge Services for such invoices. In the event of contract to hire or direct hire placements, Vendor shall enter all such information in the Knowledge Services system, and the State shall remit payment to Knowledge Services for such invoices.
- c. Knowledge Services shall charge Vendor a fee ("Fee") in the amount of ____ percent (___%) of each invoice when Vendor provides any contingent labor, contract to hire or direct hire services to the State. Knowledge Services shall remit payment to Vendor within _____ (____) business days of its receipt of payment from the State (excluding national bank holidays), after deducting the Fee.
- d. Vendor shall enter all pre-approved, reimbursable expenses into the Software for payment by the State, but such expenses shall not be subject to the Fee. Expenses may be pre-approved only by the State, and will not be reimbursable unless indicated on the job posting that such expenses may be reimbursed. Vendor shall not be compensated or reimbursed for travel, meals, or lodging unless otherwise specified. In instances where travel by Resource is necessary, travel shall be reimbursed by the State according to the State's Travel and Expense Policy.
- e. Vendor is responsible for entering any applicable sales tax charges to Client into the Software. Knowledge Services is not liable for Vendor's failure to enter such charges.

- f. The State may hire, or transfer to a payroll provider of its choice, Resources provided by Vendor in conjunction with the conversion schedule defined in Exhibit A. Conversion fees are subject to change upon notice to Vendor.
- g. Knowledge Services shall only pay Vendor upon the receipt of payment from the State. In the event that the State withholds payment with respect to a Resource for any reason, Knowledge Services shall have no obligation to pay Vendor unless and until Knowledge Services is first paid by the State. Knowledge Services' sole obligation shall be to exercise commercially reasonable efforts to collect payment from the State. If collection efforts fail, Knowledge Services may assign the receivable to Vendor before seeking formal legal action against the State, and Vendor shall remain liable for Knowledge Services fees in the event that payment is collected from the State. If for any reason the State refuses or fails to make payment to Knowledge Services for Services rendered, Knowledge Services shall not be liable to make payment to the Vendor, and the Vendor shall not be liable to pay the related Fee to Knowledge Services. Vendor bears the risk of the State's non-payment, regardless of cause, including but not limited to, the State's financial failure, bankruptcy, reorganization or other financial difficulty. In the event of the State's said non-payment, Vendor will be paid a pro rata share of the amount actually recovered from the State after deducting Knowledge Services' actual costs of recovery including attorneys' fees. No other fees, expenses, or benefits of any kind shall be paid by Knowledge Services or made available to Vendor unless expressly authorized and agreed to by Knowledge Services.
- h. Knowledge Services may alter its pricing schedule upon thirty (30) days' notice to Vendor. In the event that Knowledge Services alters its pricing schedule, such alteration shall affect only new transactions. All pre-contracted and ongoing transactions or Resource placements shall operate under the prevailing Fee schedule at the time of bid selection or assignment/project start.
- i. All rates and fees are quoted in US dollars, and all payments shall be made in US dollars. Knowledge Services reserves the right to modify its accounting policies from time to time.

4. INDEMNIFICATION; LIMITATION OF LIABILITY

- a. Neither Knowledge Services nor the State shall have any liability to Vendor, except as specifically provided under this Contract.
- b. Vendor shall indemnify, defend, and hold harmless Knowledge Services and its respective affiliates, officers, directors, employees, agents, and other representatives from and against including without limitation (i) claims for death or bodily injury (unless such injury or death is covered by indemnified party's workers compensation policy), or tangible property damage, resulting from, arising out of or in any way connected with any act, failure to act, neglect or omission of a party, its agents, employees, subcontractors or sub-suppliers (including any employee, agent or invitee of any of them) related to this Contract during the performance of this Contract, (ii) a breach of any provision of this Contract, including a breach of any warranty provided herein or by law, (iii) a party's negligent performance or failure to fully perform under this Contract, (iv) any employment claims (i.e. workers compensation, harassment or discrimination claims), (v) for any breach or alleged breach of any statutory duty or other violation of law or regulation related to this Contract or Services provided thereunder, or (vi) any infringement or alleged infringement of any patent, copyright, trademark, trade secret or other intellectual property right relating to the Services that are, or may, be sold, supplied or provided under this Contract.
- c. Vendor shall indemnify, defend, and hold harmless the State and its respective affiliates, officers, directors, employees, agents, and other representatives from and against Vendor's proportionate share of, including without limitation, (i) claims for death or bodily injury, or tangible property damage, resulting from, arising out of or in any way connected with any negligent act, failure to act, neglect or omission of Vendor, its agents, employees, subcontractors or sub-suppliers (including any employee, agent or invitee of any of them) related to this Contract during the performance of this Contract, (ii) a breach of any provision of this Contract, including a breach of any warranty provided herein or by law, (iii) Vendor's negligent performance or failure to fully perform Vendor's obligations under this Contract, (iv) any employment claims (i.e. workers compensation, harassment or discrimination

claims) arising from Vendor's negligent performance of Services, (v) for any breach or alleged breach by Vendor of any statutory duty or other violation of law or regulation related to Vendor's breach of its obligations this Contract or Services provided thereunder, or (vi) any infringement or alleged infringement of any patent, copyright, trademark, trade secret or other intellectual property right relating to the Services in the form provided to the State by Vendor.

- d. Each party agrees to (i) promptly notify the other party of any indemnifiable claim (however, failure of a party to so promptly notify the other shall not relieve the indemnifying party of its indemnification obligations hereunder, except to the extent that the indemnifying party has been damaged thereby) and (ii) give the indemnifying party the opportunity to defend or negotiate a settlement of any such claim, at such party's expense, and cooperate to the extent reasonable in defending or settling such claim. Neither party shall have the right to settle any claim without the indemnified party's prior written consent. Each party reserves the right, at its own expense, to participate in the defense of any matter otherwise subject to indemnification by the other party.
 - e. If, within ten (10) days of receiving a notice, the indemnifying party does select counsel to defend such claim or action, then the indemnified party may select counsel of its choice to defend such claim or action, and the indemnifying party shall pay all reasonable associated costs and expenses. Each party shall keep the other party fully informed about all material information regarding any claim covered under this Section.
 - f. In no event shall either party be liable for any consequential, indirect, incidental or special damages of any kind whatsoever.
5. **COMPLIANCE WITH LAWS AND CLIENT POLICIES.** Vendor agrees to comply with all applicable State and Federal laws, ordinances, regulations, and codes in the performance of the Services under this Contract, and shall require its employees and contractors to comply with the same, as well as all applicable State policies and guidelines.
6. **CONFIDENTIALITY OF RECORDS.** Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to Vendor or its subvendor by the State or acquired by Vendor or its subvendor on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by Vendor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

Vendor's or its subvendor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Vendor of this Contract; previously possessed by the Vendor or its sub Vendor without written obligations to the State to protect it; acquired by the Vendor or its subvendor without written restrictions against disclosure from a third party which, to the Vendor's or its subvendor's knowledge, is free to disclose the information; independently developed by the Vendor or its subvendor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit the Vendor or its subvendor to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Vendor due to intentional or negligent actions or inactions of agents of the State or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

7. **SUBCONTRACTING.** Vendor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of Knowledge Services. If such subcontracts are approved, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, Vendor shall be the prime contractor and shall be responsible for all work performed.

8. **CONFLICTS OF INTEREST.** Vendor warrants that no part of the total amount received under this Contract shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to Vendor in connection with any work contemplated or performed relative to this Contract.

Vendor acknowledges, understands, and agrees that this Contract shall be null and void if the Vendor is, or within the past six months has been, an employee of the State of Tennessee or if the Vendor is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.

9. **NONDISCRIMINATION.** Vendor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of Vendor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional or statutory law. Vendor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

10. **RECORDS.** Vendor shall maintain documentation for all charges under this Contract. The books, records, and documents of Vendor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

11. **INSURANCE.** Vendor shall procure and maintain for the duration of the Contract, at their own cost and expense, insurance against claims for injuries to persons or damages to property including contractual liability which, may arise in connection with the performance of the work performed by the contractor, his agents, representatives, employees or subcontractors under the contract.

The insurance carrier(s) must be licensed to conduct business in the State. The insurance will be evidenced by an original or .pdf format document certificate of insurance. The certificate shall list Knowledge Services as the certificate holder. Should any of the policy coverage(s) provided have a major change, expire, or be canceled before the expiration date, Vendor shall submit a copy of their insurer's notice within two (2) business days of receipt. Knowledge Services and the State shall be held harmless for any injuries, claims, or judgments against Vendor.

Certificates for liability coverages shall name Knowledge Services and the State of Georgia as additional insureds. The following Insurance coverages are required:

[INSERT REQUIRED COVERAGES]

Failure to maintain insurance coverage for the duration of the contract period may result in cancellation of the contract. In the event that the insurance policy on file expires or is cancelled, Vendor will be required to cease work until proof of insurance is presented. Knowledge Services or

the State reserve the right to require additional insurance coverage, which shall be communicated in advance to Vendor.

12. **SECURITY OF PROTECTED HEALTH INFORMATION GUIDELINES.** All employees, agents, and other affiliates of contractors under this contract shall protect the security of information identified to them as Protected Health Information (PHI).

Vendor's managing agents who are notified by the State about the presence of PHI in facilities covered by this contract, will transmit such notice to all employees, agents, and other affiliates of the contractor allowed access to such facilities during the course of this Contract.

All individuals covered by section shall not read, examine, remove, or otherwise interfere with PHI; they shall not allow access to PHI, or disclose the contents of PHI, to any other person. All individuals with knowledge of an unauthorized disclosure of PHI shall notify either Knowledge Services or an appropriate state official.

13. **HIPAA COMPLIANCE.** Vendor warrants to the State that it is familiar with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this contract. Vendor warrants that it will cooperate with the State in the course of performance of the contract so that both parties will be in compliance with HIPAA, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations. Vendor will sign any documents that are reasonably necessary to keep the State and Knowledge Services in compliance with HIPAA, including but not limited to business associate agreements.

14. **RIGHT TO CONTROL.** Vendor retains the right to control, either unilaterally or in coordination with State, the manner and means by which its employees perform their work at the State worksite, including review of employees' work performance, physical inspection of the work site and work processes, addressing and correcting performance issues, and enforcement of State employment policies relating to employee conduct at the worksite, including smoking, telephone use, timekeeping, and breaks.

15. **PATIENT PROTECTION AND AFFORDABLE CARE ACT.** In the event the State is determined by a government agency or court of law to be the common law employer of the employees assigned to the State by Vendor for purposes of compliance with the employer responsibility provisions of the Patient Protection and Affordable Care Act (PPACA), Vendor shall be considered the State's agent for the purpose of the State's obligation, if any, for complying with those provisions with respect to State employees. As agent, any health insurance benefits offered or assessable payments made by Vendor with respect to employees assigned to the State shall be considered to have been made by the State for purposes of satisfying the State's employer responsibility obligations. As agent, Vendor shall be obligated to offer PPACA-compliant coverage to the employees assigned to the State only as set forth in this agreement. For purposes of this provision, the State's health plan hereby incorporates all relevant provisions of Vendor's health plan. However, the State has no obligation to provide or pay benefits under Vendor's plan; nor shall the Client, its health plan, or any related party be liable if Vendor fails to pay benefits due under Vendor's plan.

16. **INDEPENDENT CONTRACTOR STATUS; SUBCONTRACTORS**

- a. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides

its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. The parties acknowledge that persons assigned by Vendor to perform services for the State will not become employees of the State, but rather, shall remain under the management and control of Vendor. Vendor will be responsible for any duties required of employers under State and Federal law with respect to such persons.

- b. Vendor agrees that neither Knowledge Services nor the State shall be responsible for withholding income and employment taxes, or similar taxes or Social Security for any of the Vendor's employees, which may be levied by any governmental authority.
- c. Neither Vendor, nor any of the Resources provided to the State by Vendor, will be entitled to any benefits accorded to Knowledge Services or the State's employees including, but not limited to: workers' compensation insurance, unemployment insurance, disability insurance, medical insurance, dental insurance, retirement plans, 401(k) plans, stock option plans, stock purchase plans, vacation pay, and sick pay. The exclusion from benefit programs is a material component of the terms of compensation negotiated by Knowledge Services on behalf of the State, and is not premised on Vendor's status as a non-employee. This Section shall apply equally to all Vendor employees and contractors, and Vendor shall ensure that its employees and contractors comply with its terms.
- d. Vendor shall ensure that its employees, agents and subcontractors perform Services at a consistent level of quality at all times. While on State premises, Vendor is responsible to ensure that all of the Vendor's employees, agents and subcontractors abide by the rules and policies established by Knowledge Services and/or the State. Knowledge Services and the State reserve the right to request the removal of any of the Vendor's employees, agents or subcontractors from its premises or account, with or without cause. Upon notification from Knowledge Services, Vendor shall immediately remove said person. If removal is for cause, Knowledge Services shall use its best efforts to provide advance notice to the Vendor, but Knowledge Services reserves the right to demand that the Vendor, remove the individual immediately if, in Knowledge Services' sole discretion, such action is warranted. Vendor shall replace any such withdrawn person within a reasonable period so as to ensure that the Services remain uninterrupted and unaffected.

17. **DEBARMENT AND SUSPENSION.** Vendor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

Vendor shall provide immediate written notice to Knowledge Services if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

18. **UNENCUMBERED PERSONNEL.** All persons assigned by Vendor to perform services for the State under this Contract, whether they are employees, agents, subcontractors, or principals of Vendor,

shall not be subject to any employment contract or restrictive covenant provisions which would preclude those persons for performing the same or similar services for the State after the termination of this Contract, either as a State employee, an independent supplier, or an employee, agent, subcontractor or principal of another supplier with the State. If Vendor provides the State with the services of any person subject to a restrictive covenant or contractual provision in violation of this provision, any such restrictive covenant or contractual provision will be void and unenforceable, and Vendor will pay the State and any person involved all of its expenses, including attorneys fees, caused by attempts to enforce such provisions.

19. **VENDOR/SUBVENDOR EMPLOYEES.** Vendor shall not utilize the services of (a) any individual in the performance of this Contract, who has been convicted of criminal activity involving fraud, embezzlement, hacking or any offense for which the statutory prison term for the criminal activity is in excess of one (1) year, or (b) any foreign or domestic subcontractor having any individual(s) described in (a) above working in the performance of this Contract.
20. **TERMINATION.** Knowledge Services may terminate this Contract at any time for any reason. Said termination shall not be deemed a breach of contract by Knowledge Services. Vendor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall Knowledge Services be liable to Vendor for compensation for any service which has not been rendered. Upon such termination, Vendor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount. Notwithstanding the above, Vendor shall not be relieved of liability to Knowledge Services or the State for damages sustained by virtue of any breach of this Contract by Vendor. In the event of a termination, the State may choose to withhold any amounts which may be due Vendor without waiver of any other remedy or damages available to the State at law or at equity. Vendor shall be liable to the State for any and all damages incurred by the State and any and all expenses incurred by the State which exceed the amount the State would have paid Vendor under this Contract, via Knowledge Services. Vendor agrees to cooperate with Knowledge Services and the State in the event of a Contract termination.
21. **DRUG AND BACKGROUND SCREENING.** Vendor shall comply, at its own expense, with all background check policies, set forth in Exhibit C, prior to the applicable start date for any Resource provided to the State.
22. **DISPUTE RESOLUTION**
 - a. The parties shall attempt in good faith to resolve all disputes, controversies and questions directly or indirectly arising under, out of, in connection with, or in relation to this Contract or its subject matter (all "Disputes") promptly by negotiation. If the matter has not been resolved within sixty (60) days after a party's request for negotiation, either party may request non-binding mediation of such Dispute. In any event, if the parties are still unable to reconcile the Dispute or if at any time during the process one party deems it appropriate, a party may apply to an appropriate court of competent jurisdiction in accordance with the requirements of this Contract governing law and venue.
 - b. In the event of a dispute that cannot be resolved after good faith efforts by both parties, if either party requests non-binding mediation as provided for above, such request shall be by written notice to the other party. The parties shall attempt in good faith to resolve their differences voluntarily with the aid of an impartial mediator, who will attempt to facilitate negotiations. The mediator shall be selected by mutual agreement of the parties. If the parties cannot agree on a mediator, one will be appointed by the American Arbitration Association ("AAA"). Any mediator so designated shall be reasonably acceptable to both parties. The mediation shall be treated as a settlement discussion and therefore shall be confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings. Each party will bear its own costs relating to the mediation. The fees and expenses of the mediator shall be shared equally by the parties.

23. **MISCELLANEOUS**

- a. All Exhibits referred to in this Contract are attached hereto and made a part hereof for all purposes.
- b. This Contract shall in all respects be interpreted and construed in accordance with and governed by the laws of the State of Indiana, without regard to its principles governing conflicts of law, regardless of the place of its execution or performance, and exclusive venue shall be in state or federal courts located in Marion County, Indiana.
- c. This Contract may not be assigned by either party without the other party's prior written consent; provided, however, that either party may assign this Contract, with notice, consent and approval of the other party, or delegate the performance of all or part of its obligations and duties hereunder, to an Affiliate (provided the party guaranty the Affiliate's performance). As used herein, "Affiliate" of a party shall mean any corporation or other business entity controlled by, controlling or under common control with, such entity.
- d. Neither party shall be liable for any delay or failure in performing hereunder if caused by acts of God, war, riot, terrorism, third party or workforce strikes, revolution, explosion or sabotage, accident or casualty, provided that the party so affected promptly notifies the other party in writing and makes every effort to promptly resume performance. Performance shall be deferred until such cause of delay is removed; provided, however, that if performance cannot be resumed within five (5) business days by the affected party, then the other party may, without penalty or liability (and without waiving any other rights or remedies), terminate this Contract upon written notice. Notwithstanding the foregoing, Vendor is expected to use commercially reasonable business recovery processes and services. An excusable event hereunder shall not include an interruption either avoidable by, or mitigated by, the use of such commercially reasonable business recovery processes and services.
- e. Each provision of this Contract shall be considered severable and if, for any reason, any provision hereof is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by any court or agency having valid jurisdiction, such provision shall be given the maximum permissible effect, and such invalidity or illegality shall not impair the operation or affect the remaining provisions of this Contract; and the latter shall continue to be given full force and effect and bind the parties hereto and such invalid provisions shall be deemed not to be a part of this Contract.
- f. This Contract constitutes the complete understanding of the parties regarding the Services. No amendment, modification or waiver of any provision of this Contract shall be valid unless in writing and signed by both parties. Any failure or delay by either party in exercising any right or remedy shall not be deemed a waiver of any further, prior, or future right or remedy hereunder.
- g. The headings of the various sections of this Contract have been inserted only for purposes of convenience; such headings are not part of this Contract and shall not be deemed, in any manner, to modify, enlarge or restrict any of the provisions of this Contract.
- h. This Contract may be signed in two counterparts, each of which shall be deemed to be an original, but all of which together shall form a single agreement.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officer to execute this Contract as of the date first written above.

GuideSoft, Inc. dba Knowledge Services

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Exhibit A
Program Rates and Fees

1. **Hourly Rates by Position.**
2. **Overtime, Shift, On-Call and Holiday Differentials.**
3. **Conversion Fees.**

Attachment I-
Bill Rates

Exhibit B

Posting and Response Processes

I. Vendor Participation in the Program.

- a) All current and future Resources of Vendor shall be entered into the Software for time entry, invoicing and payment purposes. Knowledge Services reserves the right to bring any of Vendor's subcontractors into the program, and Vendor agrees to waive any non-solicitation or non-competition clauses that Vendor may have with such subcontractors to deliver Services to the State.
- b) Incumbent Workers. The hours worked by Resources who were assigned to the State prior to the Program Start Date (each, an "Incumbent Worker"), if any, on the assignments they were given prior to the Program Start Date (the "Incumbent Assignments") shall be billed at their existing bill rate, as of the Program Start Date. Notwithstanding the foregoing, Knowledge Services shall have no liability to Vendor for, and Vendor hereby agrees to defend, indemnify and hold harmless Knowledge Services from, any liability of any kind arising out of or related to (1) any services or invoices of the Vendor provided to the State prior to the Program Start Date, if any, or (2) the exceptions regarding the Incumbent Workers expressly stated herein, if any, to Vendor's obligations.
- c) Performance. Vendor performance shall be measured and evaluated on at least an annual basis, with quarterly reporting to be provided as requested, to the State to determine which vendors may continue to provide staffing services to the State.

II. Postings.

- a) Submission to Vendor. Knowledge Services will receive Postings from the State and may, at Knowledge Services' discretion, forward such Postings to Vendor.
- b) Content.
 - i. Generally. Postings may set forth (i) the name or position of the State personnel placing the Posting with Knowledge Services, (the "Hiring Manager") requesting a Resource, (ii) the applicable State personnel who must approve the timecard of each Resource if different than the Hiring Manager (the "Time Approver"), (iii) if necessary, any other the State personnel responsible for the State's oversight of the Resource, (iv) project description, (v) start date under such Posting (the "Posting Start Date"); and (vi) skillset of the Resource requested.
 - ii. Posting - Specific. Postings shall also set forth any job-specific information, including, by way of example, (i) any applicable Pay-Rate limitation or shift/overtime differentials, (ii) anticipated duration of project, (iii) anticipated project completion date, (iv) travel requirements, if any, (v) the State cost elements or units to which time and expenses should be charged, (vi) assignments for charging of time and expenses, and (vii) job location.
- c) Posting Communication Procedure. Knowledge Services shall deliver Postings to Vendor via its Software. Vendor shall, at its own cost, obtain and maintain necessary equipment and personnel to receive process and respond to Postings submitted through the communication procedure used by Knowledge Services as amended from time to time. Vendor shall ensure that Postings are received, processed, and responded to in accordance with the terms of this Contract.
 - i. Response Procedure. Upon Vendor's receipt of a Posting, Vendor shall:
 - 1. receive, review and screen the profiles of its employees and determine which employees meet the job requirements and other criteria specified in such Posting;
 - 2. within ___ hours of receipt of a Posting, submit to Knowledge Services the resumes of the number of qualified candidates requested in the Posting (in

the event a Posting fails to set forth such number, Vendor shall submit the resumes of the top ___ candidates as Resource candidates, and if requested in such Posting:

3. coordinate with Knowledge Services the interview schedules for such Resource candidates; and/or
4. identify the Resource candidate possessing the qualifications best suited to fill the requirements under such Posting; or
5. promptly inform Knowledge Services, and in no event later than ___ (__) hours of receipt of such Posting that, after making all commercially reasonable efforts to fill such Posting in accordance with terms provided herein, Vendor is unable to fill such Posting.

III. Resources.

- a) Pre-Start Duties. For each Resource selected, prior to the applicable Posting Start Date, Vendor shall:
 - i. deliver to Knowledge Services any information about such Resource (including resume or background information), which Knowledge Services reasonably requested in the applicable Posting;
 - ii. obtain and provide to Knowledge Services completed pre-start documentation for such Resource, as set forth in the agreement;
 - iii. perform the screening, background checking and drug testing procedures set forth in the agreement; and
 - iv. prepare for On-Boarding of such selected Resource as set forth in the agreement.
- b) Probationary Period for Certain Resources. Vendor shall provide all Resources to the State on a probationary basis for ___ (__) business days (for a total of ___ (__) hours) (the "Probationary Period"). Vendor acknowledges that, at any time during such Probationary Period, the State may determine that a Resource is not suitable for State assignment for reasons related to experience level, performance, qualification, skill or technical proficiency, Knowledge Services may remove such Resource from the assignment. In such event, Neither Knowledge Services, nor the State, shall have an obligation to pay for any of the hours worked by such Resource during such Probationary Period.
- c) Former Employees. Vendor shall indicate, or cause each applicable Resource candidate to indicate, in response to a Posting whether a Resource candidate is a former employee of the State. Vendor acknowledges and agrees that former employees of the State may only perform services for the State as a Resource with the prior approval of the State, and only if such former employee is a W-2 employee of Vendor, unless otherwise authorized by the State.

Exhibit C

Background Check and Screening Guidelines

Vendor agrees to conduct or require to have conducted a background check of any Resource placed on assignment at a State agency ("Agency"), or State facility ("Facility"), prior to the start of Resource's assignment.

Background checks shall be completed for verification of, but not limited to the below:

- a.
- b.
- c.
- d.
- e.
- f.
- g.

Vendor shall provide Knowledge Services with documentation that checks have been completed, when requested by Knowledge Services. Resource may also be required to provide additional, relevant pre-assignment documents or additional prescreening or background checks, at the request of a State Agency and will be specified to Vendor by Knowledge Services. In the event that an Agency requires fingerprinting, such fingerprint check requirements shall supersede the background check requirements (a) and (b) stated above.

Knowledge Services shall require Vendor to use a drug and background check company specified by Knowledge Services.

Reasons for determining that a Resource did not satisfactorily pass the background check include, but are not limited to, the below guidelines. Any exceptions to the below guidelines must be approved by the Agency's Human Resources Director.

- a. Candidates convicted of a criminal misdemeanor involving dishonesty or a breach of trust, including burglary, larceny, embezzlement, counterfeiting, forgery, theft or robbery, shall be excluded from consideration.
- b. Candidates convicted of criminal felonies or misdemeanors involving violent acts such as murder, assault, rape and battery shall be excluded from consideration.
- c. Candidates convicted of a criminal felony involving dishonesty or a breach of trust, including burglary, larceny, embezzlement, counterfeiting, forgery, theft or robbery shall be excluded from consideration.

In addition, a five-panel drug screen shall be performed prior to Resource's assignment. Vendor may require Vendors to use a drug screening company specified by Knowledge Services, and such drug screen must be verified by a laboratory (dip-stick test kits or swabs are not accepted). Candidates who test positive for drugs shall not be accepted. A "positive" drug test result shall mean test levels that are recognized as positive on both the screening test and the confirmatory test under the "Mandatory Guidelines for Federal Workplace Drug Testing Programs.

Costs associated with drug screens, background and/or fingerprint checks shall be the sole responsibility of Vendor. Drug screen, background and fingerprint check results shall be effective for a period of thirty (30) days prior to Resource's assignment start date. In the case of a "break in service" from the State, a drug

screen is effective for a period of ninety (90) days, and a background check is effective for a period of six (6) months, unless otherwise specified.

A background or fingerprint check and drug screen may be required to be run each year for Resources on assignment, as measured from Resource's assignment start date. In the event that Resource begins work for a new Agency or Facility during such time, a separate fingerprint check will be required.

Additionally, assignments located at a State hospital, school or correctional facility, if applicable, may require a TB test to be updated annually. In the event that this is not performed by the applicable Facility, Vendor will be responsible for such test.

At the sole discretion of the Agency or Facility Human Resources Director, a Resource may begin work pending the results of the drug screen and/or fingerprint or background check. The Agency or Facility Human Resources Director may elect to waive any or all requirements, and such waiver shall be communicated in writing from Knowledge Services to Vendor prior to Resource's assignment. Knowledge Services reserves the right to require additional checks as requested.

VENDOR INFORMATION

This form must be completed and submitted to dotStaff, along with the signed Contract and a completed and signed W-9 and Certificate of Insurance, to be registered within the dotStaff system. Please email to the Program Manager or fax to Contracts Department at 317.578.7600.

Vendor Company Name:

Client Name:

Date Completed:

Completed By:

Company dotStaff Administrator

The Vendor Administrator is able to control who at the Vendor's company can access dotStaff, view the activities of everyone within Vendor's company who uses dotStaff, and can register Vendor users and resources. All information **must be completed** to be registered in the dotStaff system.

Name: _____ Title: _____

Phone: _____ Fax: _____ Cell: _____

E-mail address: _____

Current dotStaff supplier

Remittance Address:

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

AR Contact Name: _____

Email Address: _____

IRS Tax Identification Number: _____ **(please submit a signed W-9)**

State of Incorporation: _____

COMPANY TYPE

Corporation Sole Proprietor Limited Liability Company

Joint Venture Partnership Government Agency

Other _____

Do you require a 1099 at the end of the year? Yes No

Contact Person(s)

National Account Representative or Area Manager:

Name: _____ Title: _____

Phone: _____ Fax: _____ Cell: _____

E-mail address: _____ Location: _____

Vendor Service Location:

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

24-Hour Emergency - Pager or Phone: _____

Vendor Headquarters or Parent Company: _____

City: _____ State: _____ Zip: _____
 Phone: _____ Fax: _____

DIVERSE OWNERSHIP CLASSIFICATION:
Please check all that apply and attached any relevant certifications

- Asian/Pacific – United States citizen whose origins are in Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, The Trust Territory of the Pacific Islands, Laos, Kampuchea (Cambodia), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunel, Republic of the Marshall Islands, or the Federated States of Micronesia.
- Asian Indian American – United States citizens whose origins are from India, Pakistan and Bangladesh.
- African American – United States Citizens whose native origins are from the black racial groups of Africa.
- Hispanic American – United States citizens from Mexico, Puerto Rico, Cuba, Central or South America, or other Spanish culture or origin, regardless of race.
- HUBZone – HUBZone is a small business, located in a “historically underutilized business zone” (HUBZone), owned and controlled by one or more U.S. Citizens and at least 35% of its employees reside in a HUBZone. Visit SBA website: <http://www.ewabl.sba.gov/hubzone/internet>.
- Native American – American Indian, Native Hawaiians and Eskimos/Aleuts.
- Women – Female not a member of one of the ethnic minority groups noted.
- SBA Pro Net – Pro-net is an internet based database of information on small, disadvantaged, 8(a), HUBZone and women-owned business. Suppliers are encouraged to register on the Pro-Net system: <http://www.pro-net.sba.gov/index2.html>
- Small/Disadvantaged – Generally a small business is one having no more than 500 employees. A business that meets the criteria and size standards of 13CFR Parts 101-124, and that is at least 51% owned , controlled and operated by socially disadvantaged individuals whose ability to compete in the free enterprise system is impaired due to diminished opportunities to obtain capital and credit as compared to others in the same line of business who are not socially disadvantaged.
- Disabled/Handicapped – Sheltered workshops, disabled veterans and members of other groups, defined by the SBA under Section 8(a) of the Small Business Act, as amended 915 U.S.C. 637(a), as socially and economical disadvantaged.
- Vietnam Era Veteran – United States citizen who served on active duty for a period of more than 180 days, any part of which occurred between August 5, 1964 and May 7, 1975, and was either discharged or released honorably or was discharged and released from active duty for a service connected disability.

	CERTIFYING ORGANIZATION	CERTIFICATION #	START DATE	END DATE
<input type="checkbox"/>	NWBOC			
<input type="checkbox"/>	NMSDC			
<input type="checkbox"/>	SBA 8(a) Business Development Program			
<input type="checkbox"/>	SBA Small Disadvantaged Business Program (SDB)			
<input type="checkbox"/>	SBA HUBZone Empowerment Contracting Program			
<input type="checkbox"/>	SBA – Small Business Administration (Pro-net/CCR)			
<input type="checkbox"/>	SCMBDC			
<input type="checkbox"/>	WBENC			
<input type="checkbox"/>	Women’s Business Development Center			
<input type="checkbox"/>	City – Please Specify			
<input type="checkbox"/>	County – Please Specify			
<input type="checkbox"/>	State – Please Specify			
<input type="checkbox"/>	Other – Please Specify			